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Recorded: 8/3/2015 at 2:58:09.0 PM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2015 PG: 2077

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional)
Carolyn Carlsen 212-373-2110

B E-MAIL CONTACT AT FILER (optional)

C SEND ACKNOWLEDGMENT TO (Name and Address)
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S NAME Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify or abbreviate any part of the Debtor's name) if any part of the Individual Debtor's name will not fit in line 1b leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME
EXIDE TECHNOLOGIES

OR

1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
13000 Deerfield Parkway, Building 200	Milton	GA	30004	USA

2 DEBTOR'S NAME Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name), if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME

OR

2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3 SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR Secured Party) Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION S NAME
U.S. BANK NATIONAL ASSOCIATION, as Trustee and Collateral Agent

OR

3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c MAILING ADDRESS c/o Global Corporate Trust Services	CITY	STATE	POSTAL CODE	COUNTRY
60 Livingston Avenue	St. Paul	MN	55107-2292	USA

4 COLLATERAL This financing statement covers the following collateral

See Schedule A attached hereto and made a part hereof.

5 Check only if applicable and check only one box Collateral is ☐ held in a Trust (se UCC1Ad Item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a Check only if applicable and check only one box
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b Check only if applicable and check only one box
☐ Agricultural Lien ☐ Non-USS Filing

7 ALTERNATIVE DESIGNATION (if applicable) ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8 OPTIONAL FILER REFERENCE DATA

File in Delaware County, IA (2nd lien)

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC1) (REV 04/20/11)

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR. Same as line 1a or 1b on Financing Statement, if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a ORGANIZATION'S NAME

EXIDE TECHNOLOGIES

OR

9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a ORGANIZATION'S NAME

OR

10c INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME Provide only one name (11a or 11b)

11a ORGANIZATION'S NAME

OR

11b INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

11c MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. ☑ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT ☐ covers timber to be cut ☐ covers as-extracted collateral ☑ is filed as a fixture filing

15. *Name and address of a RECORD OWNER of real estate described in item 16* (if Debtor does not have a record interest)

16. *Description of real estate*

See Schedule B attached hereto and made a part hereof.

17. MISCELLANEOUS

SCHEDULE A

For the purposes of and upon the terms and conditions of the Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 30 2015 (the "Mortgage"), by and between **EXIDE TECHNOLOGIES** , a Delaware corporation and successor in interest to Exide Corporation, (the "Debtor"), and **U.S. BANK NATIONAL ASSOCIATION** (the "Secured Party"), Debtor hereby grants, mortgages, bargains, sells, assigns, transfers and conveys to the Secured Party, subject to the terms of the Intercreditor Agreement with respect to the rights and remedies between the Secured Party and Notes Agent (as such term is defined in the Intercreditor Agreement), a security interest in and Lien upon, all of the Debtor's estate, right, title and interest in, to and under all of the following described property, whether now owned or held or hereafter acquired from time to time (collectively, the "Mortgaged Property"):

(a) the land described in Schedule B annexed hereto, together with all of the Debtor's reversionary rights in and to any and all easements, rights-of-way, strips and gores of land, waters, watercourses, water, mineral, gas, and oil rights and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto and together with any greater or additional estate therein as may be acquired by the Debtor (collectively, the "Land");

(b) buildings, structures and other improvements of every kind or description and any and all alterations now or hereafter located, attached or erected on the Land and owned by Debtor, including, without limitation, (i) all Fixtures, (ii) all attachments, railroad tracks, foundations, sidewalks, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, parking areas, driveways, fences and walls and (iii) all materials now or hereafter located on the Land intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, Fixtures, structures and improvements, all of which materials shall be deemed to be part of the Improvements immediately upon delivery thereof on the Land and to be part of the Improvements immediately upon their incorporation therein (collectively, the "Improvements");

(c) any and all interests of the Debtor, as Landlord, in all leases and subleases of space, tenancies, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into, whether or not of record, relating in any manner to the Premises and any and all amendments, modifications, supplements, replacements, extensions and renewals of any thereof, whether now in effect or hereafter coming into effect (collectively, the "Leases");

(d) any and all rents, additional rents, royalties, cash, guaranties, letters of credit, bonds, sureties or securities deposited under any Lease to secure performance of the Tenant's obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease, any

indemnification against, or reimbursement for, sums paid and costs and expenses incurred by the Debtor under any Lease or otherwise, and any award in the event of the bankruptcy of any Tenant under or guarantor of a Lease (collectively, the "Rents");

(e) any and all permits, certificates, approvals, authorizations, consents, licenses, variances, franchises or other instruments, however characterized, of any Governmental Authority (or any Person acting on behalf of a Governmental Authority) now or hereafter acquired or held, together with all amendments, modifications, extensions, renewals and replacements of any thereof issued or in any way furnished in connection with the Mortgaged Property including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation (collectively, the "Permits");

(f) any and all right, title and interest of the Debtor in and to any and all contracts and other general intangibles relating to the Mortgaged Property and all reserves, deferred payments, deposits, refunds and claims of every kind, nature or character relating thereto (collectively, the "Contracts");

(g) any and all right, title and interest of the Debtor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Mortgaged Property or the construction of any alteration relating to the Premises or the maintenance of any Permit (collectively, the "Records"); and

(h) any and all cash proceeds and noncash proceeds and shall include all (i) proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property or any portion thereof into cash or liquidated claims, (ii) proceeds of any insurance, indemnity, warranty, guaranty or claim payable to the Secured Party or to the Debtor from time to time with respect to any of the Mortgaged Property, (iii) payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Mortgaged Property by any Governmental Authority (or any Person acting on behalf of a Governmental Authority), (iv) products of the Mortgaged Property and (v) other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property including, without limitation, refunds of real estate taxes and assessments, including interest thereon (collectively, the "Proceeds").

Notwithstanding the provisions of Section 2.1 of the Mortgage, Mortgaged Property shall not include a grant of any of the Debtor's right, title or interest in any Contract or Permit (w) that validly prohibits the creation by the Debtor of a security interest therein or (x) to the extent, but only to the extent, that any Requirement of Law applicable thereto prohibits the creation of a security interest therein or (y) to the extent, but only to the extent, that such a grant would, under the terms of such Contract, result in a breach or termination of the terms of, or constitute a default under or termination of, such Contract or (z) any Permit to the extent, but only to the extent, that such grant would constitute or result in abandonment, invalidation or rendering unenforceable any right, title or interest of the Debtor therein; provided, however, that the right to receive any payment of money or any other right referred to in Sections 9-406(d), 9-407(a) or 9-408(a) of the UCC to the extent that such Sections are effective to limit the prohibitions

described in clauses (w), (x), (y) and (z) of Section 2.1 shall constitute Mortgaged Property thereunder; and provided, further, that at such time as any Contract or Permit described in clauses (w), (x), (y) and (z) of Section 2.1 is no longer subject to such prohibition, such applicable Contract or Permit shall (without any act or delivery by any Person) constitute Mortgaged Property thereunder.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Mortgage.

Schedule B – Legal Description

Lot 4 of Southwest Industrial Park, City of Manchester, Delaware County, Iowa, according to the Plat recorded in Book 6 Plats, Page 46; as amended by Plat recorded in Book 6 Plats, Page 56; as further amended by Retracement Plat recorded November 15, 2008 in Book 2008, Page 3433.