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Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2017 PG: 2338

FIRST AMENDMENT TO SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Recorder's Cover Sheet

Preparer Information: Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, (212) 373-3000 Attn: Peter E. Fisch, Esq.

Taxpayer Information: Exide Technologies
1300 Deerfield Parkway, Building 200
Milton, GA 30004

Return Document To: Peter E. Fisch, Esq.
Paul, Weiss, Rifkind, Wharton &
Garrison, LLP
1285 Avenue of the Americas
New York, NY 10019-6064

Mortgagor: Exide Technologies, a Delaware corporation, successor in interest to Exide Corporation, a Delaware corporation

Mortgagee: U.S. Bank National Association

Legal Description: See Exhibit attached

Document or Instrument number of previously recorded documents: Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded August 3, 2015 in Book 2015 at Page 2075 of the Delaware County, Iowa records.

FIRST AMENDMENT TO SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING
(Delaware County, Iowa)

THIS FIRST AMENDMENT TO SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**"), made and effective as of August 23rd, 2017 (the "**Effective Date**"), is by and between EXIDE TECHNOLOGIES, a Delaware corporation and successor-in-interest to Exide Corporation, a Delaware corporation, having an address at 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004 ("**Mortgagor**") and U.S. BANK NATIONAL ASSOCIATION, having an address at c/o Global Corporate Trust Services, 60 Livingston Avenue, St. Paul, Minnesota 55107-2292, not in its individual capacity, but solely in its capacity as Second Lien Collateral Agent for the Secured Parties (as defined in the Security Agreement), as mortgagee, assignee and secured party (in such capacities and together with any successors in such capacities, the "**Mortgagee**"). Capitalized terms used in this Amendment shall have the same meanings as in the Mortgage (as hereinafter defined) unless otherwise defined in this Amendment.

RECITALS:

A. Mortgagor previously granted to Mortgagee a second lien mortgage encumbering the land more particularly described on Exhibit A attached hereto, pursuant to that certain Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 30, 2015 (the "**Mortgage**") by Mortgagor in favor of Mortgagee, recorded on August 3, 2015 in the Delaware County, Iowa Recorder (the "**Recorder**") in Book 2015 at Book 2075.

B. Mortgagor and Mortgagee desire to amend the Mortgage subject to the terms and conditions set forth herein.

AGREEMENTS:

1. The Mortgage is hereby amended as follows:

(a) Recital A is hereby amended and restated in its entirety as follows:

Pursuant to that certain Second Lien Security Agreement dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Mortgagor, the other Grantors party thereto and U.S. Bank, as collateral agent for the Secured Parties, the Grantors granted a lien and security interest in the Collateral (as defined in the Security Agreement) to secure the Secured Obligations. Capitalized terms used herein shall have meanings assigned to such terms in Section 1.1 herein.

(b) Recital C is hereby amended and restated in its entirety as follows:

To further secure the Secured Obligations, Mortgagor has agreed to grant a continuing mortgage, lien, security interest and pledge in and to the Mortgaged Property (as defined herein) in order to secure the prompt and complete payment, observance and performance of the Secured Obligations.

(c) The definition of "Secured Obligations" in Section 1.1(D) is hereby amended and restated in its entirety as follows:

"Secured Obligations" shall have the meaning ascribed thereto in the Security Agreement.

(d) Immediately following the definition of "Secured Obligations" in Section 1.1(D), the following is hereby inserted:

"Secured Parties" shall have the meaning ascribed thereto in the Security Agreement.

(e) Each and every reference in the Mortgage to the term "Lender" or "Lenders" shall be replaced with "Secured Party" or "Secured Parties", as applicable.

2. The Mortgage shall remain in full force and effect in accordance with its original terms, as amended by this Amendment.

3. Mortgagor expressly reaffirms and ratifies its continuing obligations under the Mortgage, and agrees that the Mortgage continues as a lien on the Mortgaged Property in favor of Mortgagee, subject to the Permitted Encumbrances; and that no part of the foregoing amendments or modifications shall have the effect of releasing, relieving or diminishing any obligations under the Mortgage.

4. Nothing herein shall constitute a novation. It is Mortgagor's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Secured Obligations.

5. Mortgagor, at its expense, shall cause this Amendment to be filed and/or recorded with the Recorder.

6. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

[The balance of this page is intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing on the respective dates set forth in the notarial acknowledgements below, to be effective as of the Effective Date.

MORTGAGOR:

EXIDE TECHNOLOGIES, a Delaware corporation

By: _____
Name: Brad S. Kalter
Title: Executive Vice President, General Counsel and Corporate Secretary

ACKNOWLEDGMENT

STATE OF GEORGIA)
) SS
COUNTY OF GWINNETT)

ON THIS, the 16 day of August, 2017, before me, the undersigned Notary Public of said State, personally appeared Brad S. Kalter, who acknowledged himself to be the Executive Vice President, General Counsel and Corporate Secretary of Exide Technologies, a Delaware corporation, the entity named in the foregoing instrument, and who, in such capacity, is authorized to do so and did execute the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
Print name: CHARLOTTE B. COLSON

AFFIX SEAL

My Commission Expires: 10 MAY 2018

Charlotte B Colson
Notary Public, Gwinnett County, GA
My Commission Expires May 06, 2018

MORTGAGEE:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Richard H. Prokosch
Title: Vice President

ACKNOWLEDGMENT

STATE OF Minnesota)
) SS
COUNTY OF Ramsey)

ON THIS, the 17th day of August, 2017, before me, the undersigned Notary Public of said State, personally appeared Richard H. Prokosch, who acknowledged himself to be the Vice President of U.S. BANK NATIONAL ASSOCIATION, the entity named in the foregoing instrument, and who, in such capacity, is authorized to do so and did execute the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

JUDY ANN GALBERTH
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2021

_____
Notary Public
Print name: Judy A. Galberth

AFFIX SEAL

My Commission Expires: Jan. 31, 2021

EXHIBIT A

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.