EXECUTION COPY

MORTGAGE AND SECURITY AGREEMENT
(503 Gay Street, Delhi, Iowa)

ATI GLOBAL, INC., a Delaware corporation having an address c/o Metapoint Partners, Three Centennial Drive, Peabody, Massachusetts 01960-7906 (the "Mortgagor"), for consideration paid, grants to FLEET BANK OF MASSACHUSETTS, N.A., a national banking association having its principal place of business at 75 State Street, 4th Floor - MABOF04J, Boston, Massachusetts 02109 (together with its successors and assigns, the "Bank"), with MORTGAGE COVENANTS, the land, together with the buildings and any and all improvements now or hereafter situated thereon, in the City of Delhi, Delaware County, State of Iowa, as more particularly described in Exhibit A attached hereto (the "Premises"), to secure the payment and performance of all covenants, agreements and obligations evidenced by a Revolving Credit Note in the principal amount of $2,000,000 and a Term Note in the principal amount of $2,500,000, each dated as of the date hereof, made payable by Bradco/SCAT Acquisition Corp. (as the predecessor to the Mortgagor) to the order of the Bank in accordance with the terms of the Loan Agreement (hereinafter defined), including any extensions, renewals, replacements, modifications and amendments thereof (as the same may be amended, the "Notes") and the performance of all covenants, agreements and obligations of the Mortgagor contained herein and all other obligations of the Mortgagor to the Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by the Mortgagee pursuant to this Mortgage (collectively, the "Obligations"). Initial capitalized terms used herein and not otherwise defined shall have the meanings respectively ascribed to such terms as set forth in the Revolving Credit and Term Loan Agreement between Bradco/SCAT Acquisition Corp. (as the predecessor to the Mortgagor) and the Bank dated as of the date hereof (the "Loan Agreement").

Also, the Mortgagor hereby grants to the Bank a security interest in and lien on all of the Mortgagor's right, title and interest in and to the tangible and intangible personal property and fixtures of the Mortgagor on the Premises, or used primarily in connection therewith, whether now owned or existing, or hereafter acquired or arising, together with any and all additions thereto and replacements and proceeds thereof (said tangible and intangible personal property and fixtures being sometimes hereinafter collectively referred to as the "Personalty"), including but not limited to: (1) all inventory, goods, merchandise, raw materials, supplies, goods in process, finished goods and other tangible personal property held by the

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STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
TLM CM 31

Mortgagor for processing, sale or lease or furnished or to be furnished by the Mortgagor under contracts of service or to be used or consumed in the Mortgagor's business; (2) all accounts, accounts receivable and notes, drafts, acceptances and other instruments representing or evidencing a right to payment for goods sold or leased or for services rendered whether or not earned by performance, as well as all right, title and interest of the Mortgagor in the goods which have given rise thereto, including the right of stoppage in transit; (3) all general intangibles of the Mortgagor, including without limitation, goodwill and all present and future intellectual property rights of the Mortgagor, including without limitation, all trademark rights, all copyright rights, all patent rights, all trade secrets, all know-how, and all causes of action arising under all such intellectual property rights; (4) all of the Mortgagor's chattel paper of every kind and description, including all additions thereto and substitutions therefor; (5) all other rights of the Mortgagor to the payment of money, including without limitation, amounts due from affiliates, all tax refunds of every kind and nature including loss carryback refunds, insurance proceeds, under factoring agreements, and all rights to deposits or advance payments; (6) all customer lists, files, books, records (including without limitation computer programs, disks, tapes and related electronic data processing media) and writings of the Mortgagor or in which the Mortgagor has an interest in any way relating to the foregoing property and all rights of the Mortgagor to retrieval from third parties of electronically processed and recorded information pertaining to any of such property; (7) all of the Mortgagor's documents and instruments (whether negotiable or non-negotiable); (8) all funds and investments in any collateral account or accounts maintained from time to time by the Mortgagor with the Bank; (9) all guaranties and securities for any of the foregoing; and (10) all of the Mortgagor's equipment, machinery, fixtures, furniture, offices supplies and vehicles.

In addition, the Mortgagor, at its expense, will from time to time execute and deliver to the Bank such other instruments as the Bank may reasonably request, including financing statements, to perfect the security interest of the Bank in any and all property of the Mortgagor standing as security for the Notes. The Mortgagor agrees that the Bank shall have under such security instruments, all rights with respect to such property as a secured party is entitled to hold with reference to any security interest under the Uniform Commercial Code as enacted in Iowa; and upon the occurrence of an Event of Default hereunder, the Mortgagor hereby grants the Bank full power and authority as attorney irrevocable of the Mortgagor to execute, deliver and record and/or file such instruments.

The Premises and the Personalty are hereinafter collectively referred to as the "Property".

The Mortgagor represents, warrants and covenants to the Mortgagee that (a) the Mortgagor holds clear title to the Premises; (b) the Mortgagor has the right, power and authority to execute this Mortgage and to mortgage and grant a security interest in the Property; (c) the Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and Permitted Encumbrances; (d) the Mortgagor will warrant and defend title to the Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (e) all buildings and improvements now or hereafter located on the Premises are, or will be, located entirely within the boundaries of the Premises.

The Mortgagor hereby further represents, warrants, covenants and agrees that:

1. The Mortgagor shall promptly pay when due and shall otherwise perform, as applicable, the Obligations as evidenced herein and by the Notes, including but not limited to late charges, if any, as provided in the Notes.

2. It shall be an "Event of Default" under this Mortgage if (a) an Event of Default occurs under the Loan Agreement; (b) the Mortgagor breaches any covenant or agreement in Sections 4 and 11 hereof; (c) the Mortgagor breaches any covenant or agreement in Section 8 hereof with respect to Impositions which, if not paid when due and payable, shall constitute a lien upon the Property which is superior to the lien of this Mortgage; or (d) the Mortgagor breaches any covenant or agreement of the Mortgagor in this Mortgage other than those referred to in clause(s) (a), (b) and (c) above, and such breach shall not have been remedied within fifteen (15) days after the first to occur of (i) the Mortgagor becoming aware of the breach or (ii) written notice of the breach shall have been given to the Mortgagor by the Bank, provided, however, that if such breach cannot be remedied, then such breach shall be deemed to be an Event of Default as of the date of its occurrence.

3. The Mortgagor shall not, directly or indirectly, commit or suffer to be created or to remain, and shall discharge, or promptly cause to be discharged, any mortgage, lien, attachment, lis pendens or other encumbrance, charge or restriction on, or any pledge of, the Property or any part thereof or interest therein, other than the Permitted Encumbrances (hereinafter defined). The Mortgagor shall promptly give the Bank notice of and, unless the Bank requests otherwise, appear in and diligently contest, at the Mortgagor's sole cost and expense, any action or proceeding which purports to affect the Mortgagor's title to the Property or the priority or the validity of this Mortgage. As used herein, the term "Permitted Encumbrances" shall mean (i) the easements, restrictions and encumbrances, if any, set forth or

referred to in Exhibit B attached hereto, (ii) liens for real property taxes, assessments, and water, sewer and municipal power charges not yet delinquent, (iii) leases entered into or affected after the date hereof without violating Section 5 hereof, and (iv) liens permitted by § 6.2 of the Loan Agreement.

4. Except as permitted by the Loan Agreement, the Mortgagor shall not, directly or indirectly, without obtaining the prior written consent of the Bank in each instance (which consent may be granted, withheld, or conditioned, in the Bank's sole discretion), convey, sell, assign, transfer, pledge, encumber, dispose of or permit any conveyance, sale, assignment, transfer, pledge, encumbrance, or disposition, whether voluntary or involuntary, of ownership or control of all or any part of any legal or beneficial interest in the Property or any part thereof (including any grant of a mortgage, other lien or security interest in any legal beneficial interest in the Property or any part thereof or any sale, assignment, transfer or disposition of any rents and other contractual claims). Except as permitted by the Loan Agreement, if all or any part of the Property or any interest in it is conveyed, sold, assigned, transferred, pledged, encumbered, or disposed of (or the beneficial interest in the Mortgagor is conveyed, sold, assigned, transferred, pledged, encumbered or disposed of and the Mortgagor is not a natural person) without the Bank's prior written consent, the Bank may, at its option, require immediate performance of and payment in full of the Obligations, without notice if the Bank so elects, and the Bank shall have such option of acceleration upon each and every subsequent transfer of said ownership or any part thereof.

5. The Mortgagor shall not, without in each instance obtaining the prior written consent of the Bank (not to be unreasonably withheld, delayed, or conditioned), enter into, or terminate, or consent to the termination of, any lease of the Property or any portion thereof.

6. Upon the Bank's request, and at its sole cost and expense, the Mortgagor shall cause this Mortgage, any financing statement, any subordination or other agreement between any tenant holding a leasehold in the Property and the Bank, and each amendment, modification or supplement thereof and corporate financing and continuation statements, to be recorded and filed and to be kept recorded and filed in such manner and in such places, shall pay all such recording, filing or other taxes, fees and other charges, and shall comply with all other statutes and regulations, as may be required by law in order to establish, preserve and to protect the lien and security interest of the Bank in the Property and of the rights of the Bank thereunder.

7. The Bank shall be entitled, but not obligated, to cure any default of the Mortgagor hereunder, and shall be reimbursed by the Mortgagor for all costs, charges and expenses, including

without limitation attorneys' fees, incurred in connection therewith, and that all sums for which the Bank may be entitled to reimbursement shall be added to the principal sum of the debt secured hereby, shall earn interest at the applicable default rate set forth in the Term Note, and shall be payable on demand of the Bank, whether or not the remaining principal balance of each of the Term Note or the Revolving Credit Note has been declared due and payable.

8. The Mortgagor will pay and discharge, or cause to be paid and discharged, on or before the last date payment may be made without the imposition of interest or a penalty, the following impositions (collectively, the "Impositions"):

(i) all real estate taxes, personal property taxes and other taxes of every kind and character, general and special, ordinary and extraordinary, foreseen and unforeseen, which at any time prior to or after the execution of this Mortgage may be assessed, levied or imposed upon the Property or the rents therefrom, or any use or occupancy thereof;

(ii) all general and special assessments, levies, public subsurface vault space rentals, and all other rentals and charges payable to municipal or other governmental authorities for use of or in respect to public space at, below or above ground level, including also public air space, permit fees, inspection fees and license fees;

(iii) all water and sewer rents and charges;

(iv) all other public charges, taxes, assessments, fees, governmental and non-governmental charges, whether of a like or a different nature, to the extent any of the foregoing are imposed upon or assessed against the Mortgagor or the Property or any part thereof or upon the revenues, rents, avails, issues, income and profits of the Property or arising in respect of the occupancy, use or possession thereof;

(v) any charges for any easement or agreement maintained for the benefit of the Property; and

(vi) any interest, costs or penalties with respect to any of the foregoing of every name and nature, whether or not assessed against the Mortgagor, if applicable or related to the Property, or any interest therein, or upon the rents of the Property or arising in respect of the occupancy, use or possession thereof;

provided, however, that so long as no Event of Default has occurred and is continuing, and in the event that, by law, any such Imposition may, at the option of the taxpayer or other

person obligated to pay the same, be paid in more than one (1) installment without penalty on account of payment in installments, then the Mortgagor may exercise the option to pay the same in the then permitted installments, together with any interest or like charges assessed by reason of an election to make payment in installments. The Mortgagor will, upon the request of the Bank, deliver to the Bank from time to time receipts evidencing the payment of all such Impositions. If an Event of Default has occurred and is continuing, and the Bank so elects at any time during the continuance of such Event of Default, the Mortgagor shall provide, at its expense, a tax service contract for the period of time that the Obligations of the Mortgagor are outstanding under the Notes (the "Obligation Period") issued by a tax reporting agency acceptable to the Bank. If an Event of Default has occurred, and the Bank does not so elect, the Mortgagor shall reimburse the Bank for the cost of making annual tax searches throughout the Obligation Period.

9. The Mortgagor will either (a) pay and discharge or bond over to the satisfaction of both the Bank and the provider of the Bank's title insurance policy, from time to time when the same shall become due, any claims and demands of mechanics, materialmen, laborers and others which, if unpaid, may result in or permit the creation of a lien on the Property or any part thereof, or on the rents of the Property or any part thereof, or (b) cause to be removed of record or bonded over to the satisfaction of both the Bank and the provider of the Bank's title insurance policy all liens arising from any such claims or demands.

10. The Mortgagor will at all times keep and maintain the Property in as good repair, working order and condition as the Property is now (reasonable wear and tear excepted) and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen as may be necessary or desirable to keep the Property in such condition (reasonable wear and tear excepted), damage from casualty expressly not excepted. Without the prior written consent of the Bank, the Mortgagor shall not take any action which will adversely affect or impair the value of the Property. Except as permitted by the Loan Agreement, the Mortgagor shall not remove or permit the removal of any tangible personal property or fixtures included in the Personalty (the "Tangible Personalty") without the prior written consent of the Bank, except in cases where replacements of value at least equal to the value of the Tangible Personalty removed, and free of any and all superior mortgages or claims of title, are immediately made, and except in cases of removal in the ordinary course of the Mortgagor's business of obsolete or unuseful Tangible Personalty. The Mortgagor will not commit or permit any waste

upon the Property or make or permit any change in the use of the Property without the consent of the Bank.

11. (a) The Mortgagor shall carry, with respect to the buildings and improvements on the Premises and the contents therein: property insurance policies insuring against loss or damage to such buildings and improvements and the contents therein by fire and any of the risks covered by insurance of the type now known as "all risk coverage"; and in the event that any of the buildings or improvements on the Premises, or portions thereof, are located in a flood hazard area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Act of 1973 (and any successor Act thereto), a flood insurance policy as required by the Flood Disaster Act of 1973, and also such insurance as may from time to time be required by any applicable federal, state or local law or regulation. All insurance against loss or damage to the buildings and improvements on the Premises and the contents therein by fire and any of the risks covered by insurance of the type now known as "all risk coverage" shall contain a "Replacement Cost Endorsement" without deduction for depreciation or obsolescence, and an "Agreed Value Endorsement."

(b) Such insurance shall be in an amount equal to or not less than One Hundred Percent (100%) of the full replacement cost of the improvements on the Premises and contents therein and in an amount sufficient to prevent the Mortgagor from becoming a co-insurer in any loss under the policy. Losses under the coverage referred to in subsection (a) above shall be first payable to, and without contribution by, the Bank pursuant to a standard mortgagee clause acceptable to the Bank and shall be endorsed with a non-contributory mortgagee clause or other clause which provides that such insurance is primary and that the insurer shall not be entitled to contribution for any physical damage insurance which may be purchased separately by any other person, including tenants and occupants of the Premises. A certificate of each such policy of insurance required pursuant to this Section 11 shall be delivered to the Bank upon the execution of this Mortgage and renewal certificates therefor shall be delivered by the Mortgagor at least fifteen (15) days prior to the expiration date of each such policy. The Mortgagor shall provide the Bank with such evidence of the payment of premiums due on account of such insurance as may from time to time be required by the Bank. All insurance required, as aforesaid, to be maintained with respect to the Property shall, in all events, be non-cancelable and non-amendable without at least thirty (30) days' prior written notice to the Bank, and all insurance policies shall provide that copies of any notice of an insurer's intent not to renew or reissue a policy or to cancel a policy, which may be required by law to be provided to the insured, shall

be forwarded to the Bank at the same time that such notice is issued by the insurer. The Mortgagor shall give the Bank immediate written and oral notice of any loss covered by such insurance and no negotiations with respect to any loss covered by such insurance shall be commenced, and no settlement on account of any loss covered by such insurance shall be effected without the consent of the Bank if such loss is in excess of $25,000. If any "blanket" insurance policy is issued, a certified copy of said policy shall be delivered to the Bank together with a certificate indicating that the Bank is an insured under said policy in the designated amount with respect to the Premises. If any such policy or part thereof shall expire or be withdrawn, or become void or subject to cancellation by reason of the breach of any condition thereof, or become void by reason of the failure or impairment of the capital of any company in which the insurance shall be carried, or if the Bank reasonably finds that the insurance is unsatisfactory, the Bank may procure such insurance as it reasonably deems necessary to protect its sole interest. The Mortgagor will promptly upon demand pay the insurer directly or reimburse the Bank for all premiums and other costs incurred in procuring such insurance.

12. In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen (including any casualty for which insurance was not obtained or obtainable), resulting in damage to or destruction of the Property or any part thereof which, together with any loss or destruction of any other Collateral (as defined in the Loan Agreement), exceeds $100,000, the Mortgagor shall give prompt written and oral notice thereof to the Bank and the insurer, and thereafter give immediate written notice to the Bank of any communication, oral or written, that the Mortgagor may receive with respect thereto. In the event the casualty was not insured, the Mortgagor shall promptly, at the Mortgagor's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the Property as nearly as possible to its value, condition and character immediately prior to such casualty. Notwithstanding anything contained herein to the contrary, the Mortgagor shall not be required to restore, repair or replace any portion of the Property damaged or destroyed by an uninsured casualty, as hereinafter defined, if, within forty-five (45) days after the occurrence of the uninsured casualty, the Mortgagor pays and satisfies in full the entire unpaid balance of principal, plus accrued and unpaid interest, and other charges, if any, due under the Notes as if the holder had exercised the right to declare the Obligations evidenced thereby forthwith due and payable.

13. The proceeds of any property insurance required hereunder shall, at the option of the Bank, be applied to or toward the payment of the principal sum (whether or not then due and payable), interest and other of the Obligations secured

hereby in such order as the Bank may determine (in which event (i) the Mortgagor shall be relieved of the obligation of the preceding paragraph to the extent of the repair of that part of the Property damaged by the hazard with respect to which insurance is paid except to the extent required to provide adequate safety and security to the remaining portions of the Property and (ii) to the extent that the proceeds are applied toward the Obligations and such proceeds are insufficient to pay the Obligations under the Notes and all the interest and other sums payable on account thereof, provided that the Mortgagor shall have complied fully with its obligations with respect to insuring the Property, the Mortgagor shall be entitled, but shall not be obligated, to prepay the Obligations under the Notes and all interest and other sums then due in full) or the Bank may require repair of that part of the Property so damaged by such insured hazard (in which event the Bank shall release to the Mortgagor insurance proceeds paid to it upon such conditions as the Bank may prescribe) and upon completion of such repair shall, at the Bank's option, apply any excess insurance proceeds to or toward the Obligations secured hereby (in which event the Mortgagor shall not have the aforesaid right to prepay the Obligations due under the Notes) in such order as the Bank may determine or release the same to the Mortgagor; provided, however, that so long as no Event of Default has occurred or is continuing, the Bank shall release to the Mortgagor insurance proceeds paid to it for repair of the Property.

14. If the Property, or any part thereof or interest therein be taken or damaged by reason of any public action, or eminent domain or condemnation proceeding, or if to the Mortgagor's knowledge any such action or proceeding is contemplated or threatened, the Mortgagor shall give prompt written notice thereof to the Bank and thereafter give prompt written notice to the Bank of any communication, oral or written, that the Mortgagor may receive with respect thereto. The Mortgagor hereby grants, assigns, transfers and sets over unto the Bank all right, title and interest of the Mortgagor in and to any awards, payments, damages, rights of action and proceeds (the "Award") made in respect of (a) any taking of the Property or any part thereof as a result of, or by agreement in anticipation or in lieu of, any such public improvement or exercise of the power of eminent domain or condemnation; and (b) any such taking of any appurtenances to the Property or of vaults, areas, projections or the like outside the boundaries of the Property, or rights or interests in, below or above the ways, streets or alleys adjacent or proximate to the Property or rights or benefits of light, air, view or provision of utilities or access to the Property or said ways, streets or alleys, or for the taking of space or rights therein or below or above the Property; and (c) any damage to the Property or any part thereof due to governmental action affecting, but not resulting in, a taking of the Property, including, by way of example and not by way of limitation, the

changing of the grade of a street adjacent or proximate to the Property. The Mortgagor agrees to execute such further assignments of the Award as the Bank may require. The Mortgagor covenants and agrees to initiate its claim or claims for the Award promptly, to prosecute the same diligently and in good faith and to cause the same to be collected and paid over to the Bank, and the Mortgagor hereby irrevocably authorizes the Bank, in the name of the Mortgagor or otherwise, to collect and receipt for any such Award and, in the event the Mortgagor fails to act, or in the event any Event of Default has occurred which has not been cured, to initiate and prosecute such claim or claims. In no event shall the Mortgagor effect any settlement on account of any such taking or condemnation without the prior written consent of the Bank.

15. The Mortgagor acknowledges that, whether or not for additional interest or other consideration paid or payable to the Bank, no forbearance on the part of the Bank or extension of the time for the payment of the whole or any part of the obligations secured hereby, whether oral or in writing, or any other indulgence given by the Bank to the Mortgagor upon the request of Mortgagor or to any other party claiming any interest in or to the Property, shall operate to release or in any manner affect the original liability of the Mortgagor, or the priority of this Mortgage, or to limit, prejudice or impair any right of the Bank, including, without limitation, the right to realize upon the security or any part thereof for the repayment of the Obligations or the performance of the Obligations or any of them, notice of any such extension, forbearance or indulgence or right of redemption being hereby waived by all those claiming by, through or under the Mortgagor; and no consent or waiver, express or implied, by the Bank to or of any default by the Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage, the Notes or any of the Loan Documents. In case redemption is had by the Mortgagor after foreclosure proceedings have begun, the Bank shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption.

If an Event of Default shall occur and be continuing, then the Bank may, at the option of the Bank, declare the entire unpaid balance of the Obligations to be forthwith due and payable in full, without further notice or demand (each of which hereby is expressly waived by the Mortgagor), whereupon the same shall become forthwith due and payable. The Bank shall be entitled to collect all costs, charges and expenses incurred in pursuing its remedies provided for herein, including, but not limited to reasonable attorneys' fees.

Upon the occurrence and during the continuance of an Event of Default, the Bank is authorized prior or subsequent to the

institution of any foreclosure proceedings to enter upon the Property, or any part thereof, and to take possession of the Property and all of the books, records and accounts relating thereto and to exercise without interference from the Mortgagor any and all rights which the Mortgagor has with respect to the management, possession, operation, protection or preservation of the Property, including the right to rent the same for the account of the Mortgagor and to deduct from such rents all costs, expenses and liabilities of every character incurred by the Bank in collecting such rents and in managing, operating, maintaining, protecting or preserving the Property and to apply the remainder of such rents to the payment of the Obligations secured hereby in such manner as the Bank may elect. All such costs, expenses and liabilities incurred by the Bank in collecting such rents and in managing, operating, maintaining, protecting or preserving the Property, if not paid out of rents as hereinabove provided, shall constitute a demand obligation owing by the Mortgagor and shall bear interest from the date of expenditure until paid at the rate of interest payable on matured but unpaid principal of or interest on the Term Note, all of which shall constitute a portion of the Obligations secured hereby. If necessary to obtain the possession provided for above, the Bank may invoke any and all legal remedies to dispossess the Mortgagor, including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution. In connection with any action taken by the Bank pursuant to this Section 15, the Bank shall not be liable for any loss sustained by the Mortgagor resulting from any failure to let the Property, or any part thereof, or from any other act or omission of the Bank in managing the Property unless such loss is caused by the willful misconduct, bad faith or gross negligence of the Bank, nor shall the Bank be obligated to perform or discharge any obligation, duty or liability under any lease agreement covering the Property or any part thereof or under or by reason of this instrument or the exercise of rights or remedies hereunder. The Mortgagor shall and does hereby agree to indemnify the Bank for, and to hold the Bank harmless from, any and all liability, loss or damage which may or might be incurred by the Bank under any such lease agreement or under or by reason of this Mortgage or the exercise of rights or remedies hereunder and from any and all claims and demands whatsoever which may be asserted against the Bank therefor immediately upon demand. Until the Bank acquires title to or takes possession of the Property, nothing in this Section 15 shall impose any duty, obligation or responsibility upon the Bank for the control, care, management or repair of the Property, nor for the carrying out of any of the terms and conditions of any such lease agreement; nor shall it operate to make the Bank responsible or liable for any waste committed on the Property by the tenants or by any other parties or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the

Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

In any exercise of the Statutory Power of Sale contained in this Mortgage, the Bank may adjourn from time to time any sale or sales, if the Bank elects to sell in parts or parcels, by it to be made under or by virtue of the Statutory Power of Sale, in the manner provided by law, or if no such manner is set forth, by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any court or by applicable law, the Bank, without further notice or publication, may make such sale or sales at the time and place to which the same shall be so adjourned; and the Statutory Power of Sale shall not be fully executed until all the property or security not previously sold shall have been sold.

In the alternative, and at the Mortgagee's election, the Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa. In addition to any other rights which the Mortgagee may have hereunder for appointment of a receiver, at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee, appoint a receiver to take immediate possession of the Property and of the revenues and income accruing therefrom, and to grant or cultivate the same as such receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to the Mortgagor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of foreclosure of this Mortgage and the sale of the Property by Sheriff's Sale in such foreclosure proceedings, the time of one (1) year for redemption for said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Mortgagee in such action files an election to waive any deficiency judgment against the Mortgagor which may arise out of the foreclosure proceedings, all to be consistent with the provisions of Chapter 628 of Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop:

(a) The real estate encumbered by this Mortgage is less than ten (10) acres in size;

(b) The court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and

(c) The Mortgagee in such action files an election to waive any deficiency judgment against the Mortgagor or its successor in interest in such action. If the redemption period is so reduced, the Mortgagor or its successor in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Section 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be presumption that the Property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

In addition to all other remedies herein provided for, the Mortgagor agrees that upon the occurrence and during the continuance of an Event of Default, the Bank shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale of such property or otherwise, and without regard to the value of the Property or the solvency of any person or persons liable for the payment of the Obligations secured hereby, and the Mortgagor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment and agrees not to oppose any application therefor by the Bank, but nothing herein is to be construed to deprive the Bank of any other right, remedy or privilege it may now have under the law to have a receiver appointed; provided, however, that the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of the Bank to receive payment of the rents and income pursuant to Section 16 hereof. Any money advanced by the Bank in connection with any such receivership shall be a demand obligation owing by the Mortgagor to the Bank and shall bear interest from the date of making such advancement by the Bank until paid at the rate of interest payable on matured but unpaid principal of or interest on the Term Note and shall be a part of the Obligations secured hereby and shall be secured by this Deed of Trust and by any other instrument securing the Obligations secured hereby.

The proceeds of any sale held by the Bank or any receiver or public officer in foreclosure of the liens evidenced hereby shall be applied:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit;

SECOND, to the payment in full of the Obligations secured hereby (including specifically without limitation the principal, interest and attorneys' fees due and unpaid on the Notes and the amounts due and unpaid and owed to the Bank under this Mortgage) in such order as the Bank may elect; and

THIRD, the remainder, if any there shall be, shall be paid to the Mortgagor or to such other party or parties as may be entitled thereto by law.

The Bank shall have the right to become the purchaser at any sale held by the Bank or by any receiver or public officer and the Bank shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Obligations secured hereby owing to the Bank.

All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the Obligations secured hereby, or any part thereof, or otherwise benefitting the Bank, and the Bank shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of the Obligations secured hereby and the enforcement of the covenants herein and the foreclosure of the liens and the security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

The Bank may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to the Bank in its sole and absolute discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement.

This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records in the Office of the County Recorder where the Property (including said fixtures) is situated. The address of the Bank from which information concerning the security interest may be obtained is the address of the Bank set forth on the first page hereof.

The Bank may take such other steps to protect and enforce its rights, whether by action, suit or proceeding in equity or at law, or in aid of any power granted in the Notes or in any of the other Loan Documents, or for the enforcement of any other appropriate legal or equitable remedy, or otherwise, as the Bank may elect. Notwithstanding anything contained herein to the contrary, the Bank shall be under no duty to the Mortgagor, or any successor in title to the Property or any portion thereof, or others, including, without limitation, any of their successors or assigns, or the holder of any inferior or superior mortgage on the Property or any part thereof or on any other security held by the Bank, to exercise or exhaust all or any of the rights, powers and remedies available to the Bank, whether under the Notes, this Mortgage or any other document evidencing or securing the payment of the Obligations or the performance of the Obligations prior to the sale of the Property.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Bank and the Mortgagor, subject to the provisions of Section 4 hereof. All covenants and agreements of the Mortgagor shall be joint and several.

16. The Mortgagor does hereby absolutely and unconditionally assign, transfer and set over to the Bank all rents, income, profits and proceeds to be derived from the Property, including without limitation the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other sums of money that may now or at any time hereafter become due and payable to the Mortgagor under the terms of any leases now or hereafter covering the Property, or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, all proceeds payable under any policy of insurance covering the loss of rent resulting from untenantability caused by destruction or damage to the Property, and all of Mortgagor's rights to recover monetary amounts from any lessee in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage

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claims arising out of lease defaults, including rejections, under any applicable bankruptcy or similar law, together with any sums of money that may now or at any time hereafter become due and payable to the Mortgagor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mining leases covering the Property or any part thereof; and all proceeds and other amounts paid or owing to the Mortgagor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property; subject however to a license hereby granted by the Bank to the Mortgagor to collect, receive and enjoy all of the foregoing, subject to the terms and conditions hereof. Upon the occurrence and during the continuance of an Event of Default hereunder, the Bank shall have the right, power and privilege (but shall be under no duty) to terminate such license whereupon the Bank shall have the right and authority, whether or not it takes possession of the Property, to seek enforcement of any such lease, contract or bond and to demand, collect, receive, sue for and recover in its own name any and all of the above described amounts assigned hereby and to apply the sum(s) collected, first to the payment of expenses incident to the collection of the same, and the balance to the payment of the Obligations secured hereby; provided, however, that the Bank shall not be deemed to have taken possession of the Property except on the exercise of its option to do so, evidenced by its demand and overt act for such purpose. The absolute assignment of rents shall not constitute payment to the Bank unless the Bank terminates the Mortgagor's license to collect the rents, and then only to the extent the rents are actually received by the Bank (as opposed to constituting indirectly all or a portion of the voluntary payments of principal and interest on the Notes) and are not used for the operation or maintenance of the Property or for the payment of costs and expenses in connection therewith, and escrows, insurance premiums, costs and expenses with respect to any litigation affecting the Property, commissions of agents and attorneys' fees related to the Property.

17. This Mortgage shall be fully discharged by the Bank upon full satisfaction of the Obligations due and owing under the Notes or upon the release of the Property securing this Mortgage.

18. The provisions of this Mortgage shall be construed and enforceable in accordance with the laws of the Commonwealth of Massachusetts, except that the laws of the State of Iowa shall govern (i) this Mortgage to the extent necessary for the Bank to perfect, protect or enforce the lien hereof and to obtain the benefit of the rights and remedies set forth herein with respect to the Property and (ii) procedural requirements which must be governed by the law of the state in which the Premises are located.

This Mortgage is upon the STATUTORY CONDITION and the conditions in addition set forth herein, for any breach of which the Bank shall have the STATUTORY POWER OF SALE.

EXECUTED and delivered as a Massachusetts sealed instrument as of this 4th day of March, 1996.

ATI GLOBAL, INC.

By: Keith C Shaughnessy
Name: KEITH C. SHAUGHNESSY
Title: SECRETARY

State of Massachusetts
County of Suffolk

This instrument was acknowledged before me on March 4, 1996 by Keith C. Shaughnessy, Secretary of ATI Global, Inc.

Elizabeth A. Shatford
Signature of Notarial Officer

(seal, if any)

ELIZABETH A. SHATFORD NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS U.S.A.

Title (and Rank)
My commission expires: _____

ELIZABETH A. SHATFORD
NOTARY PUBLIC
My Commission Expires April 6, 2001

ds2/195626.4

Exhibit A

Lots Five (5), Six (6) and Seven (7), Block Sixteen (16), and Lots One (1), Two (2), Three (3), Four (4), Seven (7), Eight (8), Nine (9) and Ten (10), Block Eighteen (18), Delhi, Iowa and that part of vacated Sixth Street in said Town of Delhi, Iowa lying South of the extended center line of Gay Street and North of the railroad right-of-way, according to plat recorded in Book A L.D., Pages 128-129; and that part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Seventeen (17), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., described as commencing at the intersection of the center line of Gay Street with the West line of Sixth Street in the Town of Delhi, Iowa, and running thence West to the East line of the Anamosa and Garnavillo State Road; thence Southwesterly along said Road to the North line of the railroad right-of-way; thence Southeasterly along said railroad right-of-way to its intersection with the West line of said Sixth Street; thence North to the point of beginning, except that part described as commencing at the intersection of the North line of the railroad right-of-way with the East line of the Anamosa and Garnavillo State Road and running thence Southeasterly along said railroad right-of-way two hundred fifty (250.0) feet; thence Northwesterly to a point on the East line of said Anamosa and Garnavillo State Road which is one hundred seventy five (175.0) feet from the point of beginning; thence Southwesterly along the East line of said road one hundred seventy five (175.0) feet to the point of beginning; and Lot One (1) of the Subdivision of the Northwest part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty (20), Township Eighty Eight (88) North, Range Four (4) West of the Fifth P.M., according to plat recorded in Book A Plats, Page 49;

AND

Fifth Street between Market Street and South Street, the alley in Block Eighteen (18), and South Street between Fifth Street and Sixth Street, all in Delhi, Iowa, according to plat recorded in Book A L.D., Pages 128-129.

EXHIBIT B

PERMITTED ENCUMBRANCES

The encumbrances enumerated on the Mortgagee's Title Insurance Policy No. CW1153912 issued by First American Title Insurance Company.

DS2-195626.4

202-2541
DELAWARE COUNTY IOWA
FILED

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BOOK 40 PAGE 60
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$96.00

ATI Global, Inc.

To

Fleet Bank of Massachusetts

INDEXED IN
CHATTEL MTG. INDEX

Security Land Title Co.
13304 W. Center Rd Ste 106
Omaha, NE 68144