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DEBORAH L. PEYTON
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Abstract Co.

Mortgage, Security Agreement and Fixture Financing Statement

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Return to: Chicago Title Insurance Company
222 South 9th Street, Suite 3250
Minneapolis, MN 55402
RE: 2620469 SLG

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

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Delhi, Iowa

KNOW ALL MEN BY THESE PRESENTS that as of February 29, 2000, ATTACHMENT TECHNOLOGIES, INC., a Delaware corporation, having a place of business at 503 Gay Street, Delhi, IA 52223, as mortgagor, ("Borrower") for consideration paid, hereby grants, warrants conveys, transfers, mortgages, assigns and sets-over unto FLEET NATIONAL BANK, a national banking association, as administrative and collateral agent for the financial institutions party to the Loan Agreement (as hereinafter below), having a mailing address of One Federal Street, Boston, Massachusetts 02211, as mortgagee, ("Lender"), the "Mortgaged Property" (as defined below) to secure payment and performance of the "Obligations" (as defined below).

This instrument is sometimes referred to as the "Mortgage". This Mortgage is granted pursuant to the terms, provisions and conditions of a "Loan Agreement", dated February 29, 2000. between Borrower and Lender. Capitalized terms used herein, which are not otherwise specifically defined, shall have the same meaning herein as in the Loan Agreement or, if not therein defined, such meaning as may be assigned to such terms in the "UCC" (as defined below).

Borrower covenants, warrants, represents and agrees with Lender that:

1. Grants of Security.

1.1 Property Mortgaged. The term "Mortgaged Property" shall mean the following described property:

(a) The land, more particularly described on Exhibit A, together with the improvements and other structures now or hereafter situated thereon (the "Improvements") together with all rights, privileges, tenements, hereditaments, appurtenances, easements, including without limitation rights and easements for access and egress and utility connections, and other rights now or hereafter appurtenant thereto ("Property");

(b) All real estate fixtures or items which by agreement of the parties may be deemed to be such fixtures, now or hereafter owned by Borrower or in which Borrower has an interest, and now or hereafter located in or upon the Property, or now or hereafter attached to, installed in, or used in connection with any of the Property, including without limitation any and all portable or sectional buildings, bathroom, plumbing, heating, lighting, refrigerating, ice making, ventilating and air-conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, furnaces, stoves, tanks, motors, sprinkler and fire detection and extinguishing systems, doorbell and alarm systems, window shades, screens, awnings, screen doors, storm and other detachable windows and doors, mantels,

partitions, built-in cases, counters and other fixtures whether or not included in the foregoing enumeration ("Fixtures");

(c) All bridges, easements, rights of way, licenses, privileges, hereditaments, permits and appurtenances hereafter belonging to or enuring to the benefit of the Property and all right, title and interest of Borrower in and to the land lying within any street or roadway adjoining the Property and all right, title and interest of Borrower in and to any vacated or hereafter vacated streets or roads adjoining the Property and any and all reversionary or remainder rights ("Additional Appurtenances");

(d) All of the right, title and interest of Borrower in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of the Property, the Improvements, the Fixtures, the Additional Appurtenances, the Leases (hereinafter defined) or the Personal Property, including without limitation any award or awards, or settlements or payments, hereafter made resulting from (i) condemnation proceedings or the taking of the Property, the Improvements, the Fixtures, the Additional Appurtenances, the Leases or the Personal Property, or any part thereof, under the power of eminent domain; or (ii) the alteration of grade or the location or the discontinuance of any street adjoining the Property or any portion thereof; or (iii) any other injury to or decrease in value of the Mortgaged Property; and Borrower hereby agrees to execute and deliver from time to time such further instruments as may be reasonably requested by Lender to confirm such assignment to Lender of any such award, damage, payment or other compensation ("Awards");

(e) All leases or occupancy agreements now or hereafter entered into of the Mortgaged Property, or any portion thereof, and all rents, issues, profits, revenues, earnings and royalties therefrom ("Rents"), all guaranties thereof and all right, title and interest of Borrower thereunder, including without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder, whether such cash, letters of credit or securities are to be held until the expiration of the terms of such leases or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of such terms including without limitation, the right to receive and collect the rents thereunder ("Leases"); and

(f) All tangible and intangible personal property now owned or at any time hereafter acquired by Borrower of every nature and description and used in connection with the Property, including, without limitation, all inventory, goods, materials, supplies, equipment, furnishings, fixtures, accounts, accounts receivable, chattel paper, documents, instruments, money, bank accounts, security deposits, claims to rebates or refunds or abatements of real estate taxes or any other taxes, contract rights, plans and specifications, permits, licenses, general intangibles, signs, brochures, advertising, good will, copyrights, trademarks, proceeds from insurance or otherwise paid for any damage or loss to all or any portion of the Mortgaged Property, together with any unearned insurance premiums paid or payable to Borrower, all Awards, all Leases, and all proceeds, products, additions, accessions, substitutions and replacements to any one or more of the foregoing (collectively, the "Personal Property").

1.2 Assignment of Leases And Rents. Borrower hereby absolutely and unconditionally assigns to Lender Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. So long as there is no Event of Default under the Loan Agreement, Borrower shall have the right and license to manage and operate the Property and to collect all rents, income and profits arising under the Leases.

1.3 Security Agreement. This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Mortgaged Property. By executing and delivering this Mortgage, Borrower hereby grants to Lender, as security for the Obligations, a security interest in the Personal Property to the full extent that the Personal Property may be subject to the Uniform Commercial Code.

Borrower hereby grants to Lender a continuing security interest in all of the Mortgaged Property in which a security interest may be granted under the Uniform Commercial Code as such is in effect in the State of Indiana (the "State") including, without limitation, the Fixtures and the Personal Property, whether now or at any time hereafter acquired, to secure all Obligations.

As further security for the Obligations, Borrower hereby sells, assigns, conveys, pledges, hypothecates and transfers to Lender, and hereby grants Lender a security interest in, any and all Personal Property now or hereafter owned by Borrower or in which Borrower may now or hereafter have an interest, including without limitation all tangible Personal Property, all Accounts, Instruments, Documents, General Intangibles, Equipment, Inventory, Chattel Paper, and all accessories to and additions to, substitutions for, and replacements, proceeds and products of any and all of the foregoing.

This instrument is intended to take effect as a security agreement encumbering each and every item of Personal Property included herein as part of the Mortgaged Property or as to which Borrower has granted a security interest to Lender, pursuant to the Uniform Commercial Code ("UCC") as presently in effect in the State and this Mortgage shall be effective as a financing statement and as a fixture filing. The name of the record owner of said real estate is Borrower. Information concerning the security interest created by this instrument may be obtained from Lender, as secured party, at its address as set forth in page one of this Mortgage. The name and address of Borrower, as debtor, are as set forth in page one to this Mortgage.

1.4 Further Assignment by Borrower. Borrower hereby further assigns to Lender as security for the Obligations, to the extent it may lawfully do so, Borrower's interests in all agreements, contracts, licenses and permits, now or hereafter outstanding, affecting all or any portion of the Mortgaged Property and Borrower shall execute, acknowledge and deliver such further or confirmatory assignments thereof, by instruments in form satisfactory to Lender, as Lender may reasonably require. Borrower hereby authorizes Lender in the event of foreclosure, to sell and assign said interest(s) to the purchaser at foreclosure, but neither such assignment nor any such future assignment shall be construed as binding Lender to any Lease, agreement,

contract, license or permit so assigned, or to impose upon Lender any obligations with respect thereto. So long as an Event of Default continues to exist, Borrower hereby irrevocably appoints Lender, or any agent designated by Lender, its true and lawful attorney-in-fact, which power is coupled with an interest and with full power of substitution, to execute, acknowledge and deliver any such assignment on behalf of Borrower.

1.5 Conditions to Grant. This Mortgage is granted upon this express condition, that if Borrower, or its successors or assigns, shall pay or cause to be paid to Lender or its successors or assigns all of the Obligations secured hereby, in accordance with their terms, and shall well and truly comply with each and every covenant and condition set forth in this Mortgage, in the Note, and in the other Loan Documents, then, the Mortgaged Property shall be released from the lien of this Mortgage at the cost of Borrower. Otherwise, this Mortgage shall remain in full force and effect.

2. Obligations. The term "Obligations" shall mean and include:

(a) the payment of the principal sum, interest, charges and indebtedness under or in respect of the Loans including any extensions, renewals, replacements, modifications and amendments thereof;

(b) the payment, performance, discharge and satisfaction of each covenant, warranty, representation, undertaking and condition to be paid, performed, satisfied and complied with by Borrower under and pursuant to this Mortgage, the Loan Agreement and each of the other Loan Documents referred to in, or now or hereafter executed in connection with, the Loan Agreement;

(c) the payment of all costs, expenses, legal fees and liabilities incurred by Lender in connection with the enforcement of any of Lender's rights or remedies under this Mortgage, the other Loan Documents, or any other instrument, agreement or document which evidences or secures any other Obligations or collateral therefor, whether now in effect or hereafter executed; and

(d) the payment, performance, discharge and satisfaction of all other liabilities and obligations of Borrower to Lender under the Loan Documents, whether now existing or hereafter arising, direct or indirect, absolute or contingent, and including without limitation each liability and obligation of Borrower under any one or more of the Loan Documents and any amendment, extension, modification, replacement or recasting of any one or more of the instruments, agreements and documents referred to herein or therein or executed in connection with the transactions contemplated hereby or thereby.

3. Borrower's Covenants

3.1 Title. Borrower is the owner and record holder in fee simple of the Property and has good title to the Fixtures, the Additional Appurtenances, the Awards, the Leases and the Personal Property and has good right, full power and lawful authority to grant and convey the same in the manner aforesaid; and that the Mortgaged Property is free and clear of all liens, encumbrances and exceptions, except for the Permitted Title Exceptions as set forth on Exhibit B hereof. Borrower shall make any further assurances of title that Lender may reasonably require.

All equipment and Fixtures shall be used by Borrower solely for business purposes and shall be installed upon the Mortgaged Property for Borrower's own use or as the equipment and furnishings leased or furnished by Borrower, as landlord, to tenants of the Mortgaged Property. Such equipment or Fixtures shall be kept at the buildings located on the Mortgaged Property and shall not be removed therefrom without the consent of Lender and may be affixed to such buildings but will not be affixed to any other property. So long as an Event of Default exists, Borrower will from time to time provide Lender on request with itemizations of all Personal Property.

3.2 Performance of Obligations. Borrower shall pay, perform and observe all of the obligations and conditions as and when set forth in this Mortgage, the Loan Agreement, the other Loan Documents and any other agreements, if any, executed by Borrower in connection with the Loan.

3.3 Protection and Maintenance. Borrower shall protect and maintain or cause its tenants to maintain in good, first-class and substantial order, repair and tenantable condition at all times, the buildings and structures now standing or hereafter erected on the Mortgaged Property, and any additions and improvements thereto, and all Personal Property now or hereafter situated thereon, and the utility services, parking areas and access roads, and all Fixtures and equipment and articles of Personal Property now or hereafter acquired and used in connection with the operation of the Mortgaged Property. Borrower promptly shall replace (or cause to be replaced) any of the aforesaid which may become lost, destroyed or unsuitable for use with other property of first-class character. In any instance where Borrower in its sound discretion determines that any item subject to a security interest under this Mortgage has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for the operation of the Mortgaged Property, Borrower may, at its expense, remove and dispose of it and substitute and install other items not necessarily having the same function, provided, that such removal and substitution shall not impair the operating utility, unity or value of the Mortgaged Property. All substituted items shall become a part of the Mortgaged Property and subject to the lien of this Mortgage. Any amounts received by or allowed Borrower upon the sale or other disposition of the removed items of property shall be applied first against the cost of acquisition and installation of the substituted items. Nothing herein contained shall be construed to prevent any tenant or subtenant from removing from the Mortgaged Property trade fixtures, furniture and equipment installed by it and removable by such tenant under the terms of its Lease, on the condition, however, that to the extent required under its lease, the tenant or subtenant shall, at its own cost and expense, repair all damage to the Mortgaged Property resulting from or caused by the removal thereof.

3.4 Insurance Coverages. Borrower shall insure the Mortgaged Property and the operation thereof with such coverages and in such amounts as are required by the Loan Agreement and shall at all times keep such insurance in full force and effect and promptly pay all premiums required to keep such insurance in full force and effect. Borrower hereby irrevocably appoints Lender its true and lawful attorney-in-fact, which power is coupled with an interest and with full power of substitution, to assign any policy in the event of the foreclosure of this Mortgage.

3.5 Insurance Proceeds. In the event of a casualty, the proceeds of any hazard insurance shall be applied in accordance with the Loan Agreement.

3.6 Eminent Domain. In the event of any condemnation for public use of, or injury to the Mortgaged Property, the Awards and any other damages on account of such condemnation shall be applied in accordance with the Loan Agreement.

3.7 No Waste; Compliance With Law and Permitted Title Exceptions. Except, where such failure with the immediately succeeding clauses (a)-(g) to comply will not have a Material Adverse Effect (as defined in the Loan Agreement), Borrower shall: (a) not commit or suffer any strip or waste of the Mortgaged Property, or any portion thereof; (b) subject to the provisions of Section 8.2 below, not commit or suffer any violation of any law, rule, regulation, ordinance, license, permit or requirement (collectively "Legal Requirements") of any licensing authority, affecting the Mortgaged Property, or any portion thereof, or any business conducted thereon; (c) subject to the terms of the Leases, not commit or suffer any demolition, removal or material alteration of any of the Mortgaged Property (except for the replacement of Fixtures and Personal Property in the ordinary course of business and subject to the conditions set forth above); (d) not commit or suffer the violation of the covenants and agreements, if any, of record against the Mortgaged Property; (e) in all respects, do and cause its tenants to do all things necessary to comply with, and keep in full force and effect, all licenses, permits and other governmental authorizations for the operation of the Mortgaged Property for its intended purposes, including, without limitation express or implied, the licenses, permits and authorizations referenced in the Loan Agreement; (f) comply and cause its tenants to perform and comply with all requirements of the Permitted Title Exceptions and (g) not modify or attempt to modify the terms of any easement, covenant or restriction affecting the Mortgaged Property, or make any election thereunder.

3.8 Hazardous Materials, Toxic Substances and Related Matters. Except where such failure to comply with the immediately succeeding clauses (i) or (ii) will not have a Material Adverse effect (as defined in the Loan Agreement), Borrower shall (i) comply or cause compliance with all Environmental Laws applicable to the Mortgaged Property, and (ii) take all remedial action necessary to avoid any liability of Borrower, Lender, or any subsequent owner of the Property, and to avoid the imposition of, or to discharge, any liens on the Property, as a result of any failure to comply with Environmental Laws with respect to the Mortgaged Property.

3.9 Payment of Taxes and Prevention of Liens. Subject to the provisions of Section 8.1 below Borrower shall pay or cause its tenants to pay before delinquent or before any penalty for nonpayment attaches thereto, all taxes, assessments and charges of every nature and to whomever assessed that now or hereafter may be levied or assessed upon the Mortgaged Property or any part thereof, or upon the rents, issues, income or profits thereof or upon the lien or estate hereby created, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or ad valorum real estate or personal property taxes or as income taxes.

3.10 Tax and Insurance Reserve. During the continuance of an Event of Default, Borrower shall pay or cause to be paid to Lender on dates upon which installments of interest are payable under the Loan Agreement, such amount as Lender from time to time reasonably estimates as necessary to create and maintain a reserve fund from which to pay before the same become due, (1) all taxes, assessments, liens and charges on or against the Mortgaged Property and (2) all premiums for insurance required to be carried pursuant to the Loan Agreement.

3.11 Regarding Leases. Borrower shall perform every material obligation of the landlord and, to the extent commercially reasonable, will enforce every material obligation of the tenant in the Leases in effect with respect to all or any part of the Mortgaged Property at Borrower's sole cost and expense and shall not cancel any such Lease, nor terminate or accept a surrender thereof, or reduce the rent payable thereunder or modify or amend any such Lease or accept any prepayment of rent thereunder (except any rent which may be required to be prepaid by the terms of any such Lease), shall not convey or transfer or suffer or permit a conveyance or transfer of the premises demised by any such Lease or of any interest therein so as to effect directly or indirectly a merger of the estates and rights, or a termination or diminution of the obligations, of any tenant thereunder, or enter into any new Leases, without first obtaining on each occasion the prior written consent of Lender (which consent may be withheld in Lender's sole discretion). Lender may require that all security deposits and similar funds or security provided by a tenant or occupant be deposited with Lender, or with an escrow agent satisfactory to Lender, subject to the rights of the tenant or occupant, but otherwise subject to a security interest in favor of Lender. At the option of Lender, this Mortgage shall become subject and subordinate (but not with respect to priority of entitlement to insurance proceeds or condemnation proceeds), to any or all Leases of all or any part of the Mortgaged Property, which may be exercised at any time or from time to time, by written notice to Borrower and to any applicable tenant and the recording in the land records of a unilateral declaration to that effect.

3.12 Estoppel Affidavit. Within ten business days after written request from Lender, Borrower shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offset or defense exists against such indebtedness, and covering such other matters as Lender may reasonably require.

3.13 Business Loan; Not Personal Residence. Borrower shall not use any of the proceeds of the Loan except for business or commercial purposes; none of the proceeds of the Loan shall be used for personal, family or household purposes; no individual liable for the Loan resides or intends to reside in any portion of the Mortgaged Property; and the Mortgaged Property does not constitute the homestead of Borrower.

3.14 Further Assurances; UCC Financing Statements. Borrower shall upon reasonable, written request from Lender from time to time execute, seal, acknowledge, and deliver such further instruments, financing statements or documents which Lender reasonably may require to better perfect, confirm and continue its rights and remedies hereunder, and under each of the other Loan Documents. Borrower hereby irrevocably appoints Lender, or any agent designated by Lender, its true and lawful attorney-in-fact, which power is coupled with an interest and with full power of substitution, to execute, acknowledge and deliver any such things on behalf of Borrower which Borrower fails or refuses to do as required in the immediately preceding sentence.

4. Due On Sale; No Other Encumbrances; No Transfer of Ownership Interests. It shall be an Event of Default under the Loan Agreement, a breach of the conditions of this Mortgage and an event permitting Lender to accelerate all Obligations, if, except as expressly permitted in the Loan Agreement or herein and with Lender's prior written consent in each instance, which consent may be granted, withheld or conditionally granted in Lender's

reasonable discretion, (a) there is any sale, conveyance, transfer or encumbrance of all or any portion of the Mortgaged Property; or (b) there is any transfer or assignment of, or grant of any security interest in, any of the ownership interests in Borrower.

5. Lender's Rights and Remedies

5.1 Lender's Rights. If Borrower shall neglect or refuse: (a) to maintain or cause its tenants to maintain and keep in good repair the Mortgaged Property or any part thereof as required by this Mortgage or the Loan Agreement; (b) to maintain and pay the premiums for or cause its tenants to maintain and pay the premiums for insurance which may be required by this Mortgage or the Loan Agreement; (c) to pay and discharge or cause its tenants to pay and discharge all taxes of whatsoever nature, assessments and charges of every nature and to whomever assessed, as required by this Mortgage or the Loan Agreement; (d) to pay the sums required to be paid by this Mortgage or the Loan Agreement, or (e) to satisfy any other terms or conditions of this Mortgage, or any instrument secured hereby; then Lender may, at its election in each instance, but without any obligation whatsoever to do so, upon thirty (30) days prior written notice to Borrower (except in the case of an emergency where there is danger to persons or property, or required insurance coverage would lapse, in each of which events no notice shall be required), cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments, charges, and sums, incur and pay reasonable amounts in protecting its rights hereunder and the security hereby granted, pay any balance due under any conditional agreement of sale (or lease) of any property included as a part of the Mortgaged Property, and pay any amounts as Lender deems reasonably necessary or appropriate to satisfy any term or condition of this Mortgage, which Borrower shall have failed to satisfy, or to remedy any breach of such term or condition, and any amounts or expenses so paid or incurred, together with interest thereon from the date of payment by Lender at the Default Rate as provided in the Loan Agreement shall be immediately due and payable by Borrower to Lender and until paid shall be secured hereby equally and ratably, and the same may be collected as part of said principal debt in any suit hereon or foreclosure hereof. No payment by Lender shall relieve Borrower from any default hereunder or impair any right or remedy of Lender consequent thereon.

5.2 Right to Deal with Successor. Lender may, without notice to any person, deal with any successor in interest of Borrower herein regarding this Mortgage and the debt hereby secured in all respects as it might deal with Borrower herein, without in any way affecting the liability hereunder or upon the debt hereby secured of any predecessor in interest of the person so dealt with; and no sale of the Mortgaged Property or any part thereof, nor any forbearance on the part of Lender, nor any extension by Lender of the time for payment of the debt hereby secured, shall operate to release, discharge, modify, change or affect the original liability of any predecessor in interest of the equity owner at the time of such sale, forbearance or extension.

5.3 Acceleration of Debt. If (a) there is an Event of Default under the Loan Agreement, including, without limitation, a default in the payment of any installment of interest, principal, or other sum due under the Loan Agreement and such default shall not have been cured within the grace period, if any, provided for in the Loan Agreement; or (b) any other event occurs which pursuant to the Loan Agreement entitles Lender to accelerate the Loan, then, at the option of Lender, the entire indebtedness hereby secured shall become immediately due and payable without further notice (the term "Event of Default" used herein shall mean an Event of Default

under the Loan Agreement or any event referred to in the immediately preceding clause (b)). Without limiting the generality of the foregoing, the entire indebtedness secured hereby shall become immediately due and payable at the option of Lender without notice, upon the occurrence of an Event of Default under §8.1(g) or (h) of the Loan Agreement.

5.4 Additional Rights of Lender. Borrower authorizes Lender, in addition to all other rights granted by law or by this Mortgage or by the other Loan Documents, upon the occurrence of an Event of Default, to enter and take possession of all or any part of the Mortgaged Property with or without the appointment of a receiver or an application therefor and to use, operate, manage and control the same, and perform landlord's obligations under any Lease or Borrower's obligations under any other agreement affecting the Mortgaged Property, and collect the rents, profits and all receipts of every nature therefrom as Lender shall deem best. Upon every such entry, Lender may from time to time at the expense of Borrower make all such repairs, replacements, alterations, additions and improvements to the Mortgaged Property as Lender may deem proper, but in no event shall Lender be obligated to do so, and may, but shall not be obligated to, exercise all rights and powers of Borrower either in the name of Borrower, or otherwise as Lender shall determine; without limitation express or implied upon the generality of the foregoing, Lender shall have the right to do all things necessary or desirable in order to keep in full force and effect all applicable licenses, permits and authorizations and any amendments thereto. Upon such entry, Lender may, at its option, but without any obligation to do so, do any one or more of the following: pay and incur all expenses necessary or deemed by it appropriate for the holding and operating of the Mortgaged Property, the maintenance, repair, replacement, alteration, addition and improvement of the Mortgaged Property, including without limitation payments of taxes, assessments, insurance, wages of employees connected with the Mortgaged Property, charges and reasonable compensation for services of Lender, its attorneys and accountants and all other persons engaged or employed in connection with the Mortgaged Property and, in addition, Lender, at its option, may, but shall not be obligated to, make payments or incur liability with respect to obligations arising prior to the date it takes possession. All obligations so paid or incurred by Lender shall be reimbursed or paid for by Borrower upon demand and prior to the repayment thereof shall be added to the debt secured hereby and shall bear interest at the Default Rate provided for in the Loan Agreement in respect of amounts due after maturity, and shall be secured hereby equally and ratably. Lender also may reimburse itself therefor from the income or receipts of the Mortgaged Property, or from the sale of all or any portion of the Mortgaged Property. Lender also may apply toward any of the Obligations any tax reserve account, deposit or any sum credited or due from Lender to Borrower without first enforcing any other rights of Lender against Borrower or the against any endorser or guarantor of any of the Obligations or against the Mortgaged Property. Upon the occurrence of an Event of Default, Borrower hereby irrevocably constitutes and appoints Lender, or any agent designated by Lender, for so long as this Mortgage remains undischarged of record, as its attorney-in-fact, which power is coupled with an interest, with full power of substitution, to execute, acknowledge, seal and deliver all instruments, agreements, deeds, certificates and other documents of every nature and description in order to carry out or implement the exercise of Lender's rights hereunder and under the other Loan Documents.

5.5 Lender Not Obligated; Cumulative Rights. Nothing in this instrument shall be construed as obligating Lender to take any action or incur any liability with respect to the

Mortgaged Property, and all options given to Lender are for its benefit and shall and may be exercised in such order and in such combination as Lender in its sole discretion may from time to time decide. Each remedy is distinct and cumulative to all other rights and remedies under this Instrument and the Loan Documents or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

5.6 Remedies of Lender: Foreclosure; Power of Sale. Upon the occurrence of any Event of Default, Lender may proceed to protect and enforce its rights hereunder and under the other Loan Documents by foreclosure proceedings, or by other suit in equity, action at law, or other appropriate proceedings, including actions for the specific performance of any covenant or agreement contained in this Mortgage or in the Note, or in the other Loan Documents, or in aid of the exercise of any power granted in this Mortgage, or in the other Loan Documents, or may proceed in any manner to enforce the payment of the Obligations, and any other legal or equitable right of Lender and of the holder of the Note. To the extent permitted under State law, Lender shall have the power to sell the Property at a non-judicial foreclosure sale upon the occurrence of an Event of Default.

In addition, upon the occurrence of any Event of Default, Lender shall have as to the Personal Property all the remedies of a Secured Party under the Uniform Commercial Code as now in effect in the State including, but not limited to, the option to proceed as to both the Property and Personal Property under the law relating to foreclosure of real estate mortgages, and such further remedies as from time to time hereafter may be provided in such State for a secured party under the Uniform Commercial Code, and upon the further condition that all rights of Lender under this Mortgage as to the Personal Property and the Property may be exercised together or separately and, at Lender's discretion, in connection with the exercise by Lender of its rights under any one or more of the Loan Documents. The remedies of Lender hereunder are cumulative and separate, and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code shall not be construed as a waiver of any of the other rights of Lender including having such non-realty items of the Mortgaged Property deemed part of the realty upon any foreclosure thereof.

In exercising its remedies under this instrument upon the occurrence of an Event of Default, Lender may sell the Personal Property, or any part thereof, either separately from or together with the Property and the balance of the Mortgaged Property, or any part thereof, either as one parcel or unit or in such separate parcels or units, all as Lender may in its discretion elect; and may so sell the Mortgaged Property, or the Property, as one parcel or unit or in such separate parcels or units, all as Lender may in its discretion elect; and may so sell the Mortgaged Property or any part thereof either separately from or together with the whole or any part of other collateral which may constitute security for any obligation secured by the Mortgaged Property, also as Lender may in its discretion elect. In the event of any separate sale of Personal Property, Lender will give to Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other intended disposition thereof is to be made, and such requirement of reasonable notice shall be met if such notice is mailed postage prepaid to the address of Borrower as provided in this Mortgage at least ten (10) days before the time of the sale or other disposition.

5.7 Lender's Right of Inspection. Lender and its agents and designees have the right to inspect the Mortgaged Property at all reasonable times, upon at least one day's notice, and access thereto shall be permitted for that purpose.

5.8 Approvals and Consents by Lender. Wherever Lender's consent or approval is contemplated or required in this Mortgage or in any of the other Loan Documents, unless provided herein or therein to the contrary, such consent or approval may be granted or withheld in Lender's sole discretion.

5.9 Certain Expenses. If any action or proceeding is commenced, including, without limitation, an action to foreclose this Mortgage or to collect the debt hereby secured, to which action or proceeding Lender is made a party by reason of the execution of this Mortgage, or by reason of any obligation which it secures, or by reason of entry or any other action under this Mortgage, or if it becomes necessary in connection with legal proceedings or otherwise to defend or uphold the mortgage hereby granted or the lien hereby created or any act taken to defend or uphold the mortgage hereby granted or the lien hereby created or any act taken under this Mortgage, or if it becomes necessary to employ the services of an attorney at law to collect any of the Obligations, whether or not legal proceedings are commenced, all sums reasonably paid or incurred by Lender for the expense of any litigation or otherwise, in connection with any rights created by this Mortgage or any other Loan Document, shall be paid by Borrower, or may at the option of Lender be added to the debt secured hereby and shall be secured hereby equally and ratably and shall bear interest until paid at the highest interest rate applicable to the Obligations under the Loan Agreement.

5.10 Future Advances for Protection of Mortgaged Property. This Mortgage shall secure unpaid balances of any advances, whether obligatory or not, made by Lender after this Mortgage is delivered for recordation to the extent that such advances are for the payment of taxes, assessments, insurance premiums and other costs incurred for the protection of the Property to the fullest extent and with the highest priority contemplated by the laws of the State.

5.11 Set-off. If any Event of Default, any such reserve accounts, deposits, balances or other sums credited by or due from Lender to Borrower, excluding deposits which Borrower is holding in trust or escrow for the sole benefit of third parties and which Borrower has previously designated to Lender as being so held, to the fullest extent not prohibited by law at any time or from time to time without notice or compliance with any other condition precedent now or hereafter imposed by statute, rule of law or otherwise, all of which hereby are waived, may be setoff, appropriated and applied by Lender against any and all of Borrower's Obligations irrespective of whether demand shall have been made and although such Obligations may be unmatured, in such manner as Lender in sole discretion may determine. The rights of Lender under this Section are in addition to and not in limitation of other rights and remedies including other rights of setoff which Lender may have.

6. Waiver of Statutory Rights. To the extent permitted by law, Borrower hereby agrees that it shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower itself and all who may claim through or under it

waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Borrower hereby waives, to the extent not prohibited by law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage.

7. General Provisions

7.1 Binding on Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon Borrower and all persons claiming under or through Borrower, and shall inure to the benefit of Lender and the successors and assigns of Lender. The term Borrower shall include its successors and assigns. The term Lender shall include its successors and assigns.

7.2 Notices. Any demand, notice or request by either party to the other shall be in writing and shall be given in the manner provided in the Loan Agreement.

7.3 Severability. In case any one or more of the provisions of this Mortgage, the Loan Agreement, any of the other Loan Documents, or any other agreement now or hereafter executed in connection with any one or more of the foregoing is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof. Each of the provisions of every such agreement, document or instrument shall be enforceable by Lender to the fullest extent now or hereafter permitted by law.

7.4 No Waiver. No consent, forbearance or waiver, express or implied, by Lender to or of any default by Borrower shall be construed as a consent or waiver to or of any other default at the same time or upon any future occasion.

7.5 Headings. Headings and captions in this Mortgage are for convenience and reference only and the words and phrases contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of any of the provisions hereof.

7.6 Governing Law. This Mortgage and all agreements and instruments executed by Borrower in connection herewith shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, except that the laws of the State shall govern the exercise of remedies by Lender to the extent provided under the laws of the State.

7.8 Intentionally omitted.

7.9 No Partnership or Joint Venture. No provision of this Mortgage or any of the other Loan Documents shall constitute a partnership, joint venture, tenancy in common or joint tenancy between Borrower and Lender, it being intended that the only relationship created by this Mortgage, the Loan Agreement, and the other Loan Documents shall be that of debtor and creditor.

7.10 Conflict. In the event of any inconsistency between the Loan Agreement and the Mortgage, the terms and provisions of the Loan Agreement shall govern.

8. Right to Contest.

8.1 Taxes and Claims by Third Parties. Notwithstanding the provisions of Section 3.9 which obligate Borrower to pay taxes and other obligations to third parties when due, it is agreed that any tax, assessment, charge, levy, claim or obligation to a third party (expressly excluding an obligation created under the Loan Documents) need not be paid if the validity or amount thereof shall be contested currently, diligently and in good faith by appropriate proceedings and if Borrower shall have adequate unencumbered (except in favor of Lender) cash reserves with respect thereto, and further provided that such contest does not create a default by landlord under any lease assigned to Lender, or a default under any bonds; and provided, further, that Borrower shall pay all taxes, assessments, charges, levies or obligations: (i) immediately upon the commencement of proceedings to enforce any lien which may have attached as security therefor, unless such proceeding is stayed by proper court order pending the outcome of such contest; and (ii) as to claims for labor, materials or supplies, prior to the imposition of any lien on the Property unless the lien is discharged or bonded with collateral acceptable to Lender) within a period of thirty (30) days after the filing thereof.

8.2 Legal Requirements. Borrower may contest in good faith any claim, demand, levy or assessment under any Legal Requirements by any person or entity if: (i) the contest is based upon a material question of law or fact raised by Borrower in good faith; (ii) Borrower properly commences and thereafter diligently pursues the contest; (iii) the contest will not materially impair the ability to ultimately comply with the contested Legal Requirement should the contest not be successful and the conduct of the contest will not materially interfere with the ability to obligate all tenants under leases affecting the Mortgaged Property to pay rent without offset e; (iv) Borrower demonstrates to Lender's reasonable satisfaction that Borrower has the financial capability to undertake and pay for such contest and any corrective or remedial action then or thereafter reasonably likely to be necessary; (v) if the likely cost of complying with the Legal Requirement in the event the contest is not successfully resolved, as determined reasonably by Lender, is more than $100,000.00, there is no reason to believe that the contest will not be resolved prior to the original Maturity Date; and (vi) no Event of Default exists.

9. Iowa Provisions.

9.1 Conflict Between Uniform and State Provisions. In the event of any conflict between the foregoing uniform provisions of this instrument and the state-specific provisions of this article, the provisions of this article shall prevail.

9.2 Acceleration; Foreclosure. Upon the occurrence of any event of default or any of the items referenced in this paragraph, and at any time thereafter while such event of default exists or any of the items listed in this paragraph continue to be neglected or refused, the Lender may, at its option, after such notices may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

(a) Lender may declare immediately due and payable all obligations secured by this mortgage and the same shall thereupon be immediately due and payable without further notice or demand.

(b) Lender shall have and may exercise with respect to the personal property all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to borrower of intended disposition of the property as required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Borrower at least ten days prior to the date of intended disposition.

(c) Lender may (and is hereby authorized and empowered to) foreclose this mortgage in accordance with the laws of the state of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case at the request of Lender, appoint a receiver to take immediate possession of the mortgaged property and of the revenues and income accruing therefrom, and to rent the same as he may deem best for the interests of all parties concerned and such receiver shall be liable to account to the Borrower only for the net profits after application of rents, issues and profits upon the cost and expenses of the receivership and foreclosure and upon the obligations.

9.3 Redemption. It is agreed that if this mortgage covers less than ten 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 year for redemption from said sale provided by the statutes of the state of Iowa shall be reduced to six months provided that the Lender, in such action, files an election to waive any deficiency judgment against Borrower which might arise out of the foreclosure proceedings; all to be consistent with the provisions of chapter 628 of the Code of Iowa. If the redemption period is so reduced, for the first three months after the sale such right of redemption shall be exclusive to the Borrower, and the time periods in §628.5, 628.15 and 628.16 of the Code of Iowa shall be reduced to four months.

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

(1) The real estate is less than ten acres in size;

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

(3) Lender in such action files an election to waive any deficiency judgment against Borrower or its successors in interest in such action. If the redemption period is so reduced, Borrower or its successors in interest or the owner shall have the exclusive right to redeem for the first thirty days after such sale, and the time period for redemption by creditors as provided in §628.5, 628.15, and 628.16 of the Code of Iowa, shall be reduced to forty days. Entry of appearance by pleadings or docket entry by or on behalf of borrowers shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of chapter 628 of the Code of Iowa. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in chapter 628 of the Code of Iowa.

[Signatures on next page . . .]

IN WITNESS WHEREOF, Borrower has executed this instrument under seal as of the day and year first above written.

ATTACHMENT TECHNOLOGIES, INC..,
a Delaware corporation

By: _____
Name: Keith C. Shaughnessy
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. February 29, 2000

Then personally appeared the above-named Keith C. Shaughnessy of Attachment Technology, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation, for the purposes therein stated, before me,

_____
Marjorie S. Spiel, Notary Public
Residing in Suffolk county _____
My commission expires: 9/20/2002

This instrument was prepared by and after recording should be returned to:

Jeffery L. Keffer, Esquire
Brown, Rudnick, Freed & Gesmer
One Financial Center
Boston, Massachusetts 02111

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 TITLE EXCEPTIONS

1. Subject to all matters of record.