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DEBORAH L. HEYTON
DELAWARE CO. RECORDER
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2004-4002

This document was prepared by
and after recording should be returned to:
George W. Tetler III, Esq.
Bowditch & Dewey, LLP
311 Main Street, P.O. Box 15156
Worcester, Massachusetts 01615-0156

Property Address: 1001 Burrington Road, Manchester (Delaware County), Iowa

MORTGAGE AND SECURITY AGREEMENT
(Including Collateral Assignment of Rents and Leases)

This Mortgage and Security Agreement (hereinafter referred to as the "Mortgage") is made as of the 1st day of October, 2004 by **LAMB'S GROVE, LLC**, a Delaware limited liability company with its principal place of business and an office at 2 Northeast Boulevard, Sterling, Massachusetts 01564 (together with any successors in title to the Mortgaged Property hereinafter defined, other than the Lender, sometimes herein referred as the "Borrower").

1. Mortgage, Security Agreement and Assignment of Rents and Leases.

1.1 Mortgage and Security Agreement. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby grants, with MORTGAGE COVENANTS, to **FLEET NATIONAL BANK**, a national banking association with its principal place of business at 100 Federal Street, Boston, Massachusetts 02110 (together with any other holder or holders from time to time of the Note hereinafter defined, sometimes herein referred to as the "Lender", so much of the "Mortgaged Property" as constitutes the "Premises", and grants to the Lender, a first security interest in so much of the Mortgaged Property as constitutes the "Collateral" all as hereinafter defined, in all proceeds of insurance from any damage to the Mortgaged Property and in all awards for condemnations or takings of all or any portion of the Mortgaged Property or any interest therein by eminent domain, all to secure the following obligations of the Borrower to the Lender, which obligations are collectively referred to herein as the "Mortgage Debt," namely:

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(a) the payment of amounts from time to time due pursuant to the terms of a certain Mortgage Note of even date made by the Borrower to the order of the Lender in the face amount of Eight Hundred Thousand and 00/100 Dollars ($800,000.00) (the "Note"), at the times, in the manner and with interest all as more fully provided therein (including any and all renewals, extensions, amendments and rewritings thereof and advances thereunder, all now or hereafter made);

(b) the payment and performance of all covenants and agreements contained in an Unlimited Guaranty of even date (as may be amended from time to time, the "Guaranty") given by the Borrower to the Lender guarantying all obligations of Laddawn, Inc., a Massachusetts corporation, to the Lender;

(c) the performance of all covenants and agreements contained in the Note, this Mortgage, a Loan Agreement of even date among the Borrower and the Lender (as may be amended from time to time, the "Agreement"), and any other document or instrument executed in connection with the Mortgage Debt, all as from time to time amended; and

(d) all other obligations of the Borrower to the Lender, now existing or hereafter arising, direct or indirect, absolute or contingent, joint or several, due or not due, related to the Note, the Agreement or this Mortgage, including, without limitation, any interest rate swap agreement or other financial agreement or arrangement designed to protect the Borrower against fluctuations in the interest rate under the Note.

The "Mortgaged Property" shall mean: real estate with all buildings thereon located at 1001 Burrington Road, Manchester, Iowa, as more fully described on Exhibit A attached hereto, together with all rights of way or uses, servitudes, licenses, tenements, rents, leases, hereditaments, appurtenances, easements and other rights now or hereafter existing, belonging or pertaining thereto; all fixtures and other articles of every kind and nature whatsoever now or hereafter owned or leased by the Borrower and used or procured for use in connection with the operation, maintenance, construction, improvement and rehabilitation of the Premises, insofar as the same are, or can by agreement of the parties be made, a part of the real estate, including, without limiting the generality of the foregoing, any and all boilers, pumps, tanks, electric panel switchboards, lighting equipment and wiring, heating, plumbing and ventilating apparatus, sprinklers, if any, elevators, escalators, refrigerating, air conditioning and air-cooling equipment and other building service equipment (said real estate, improvements, rights, fixtures and other articles being collectively called the "Premises"); and all machinery, equipment, furniture, fixtures or other personal property and goods (as defined in the Iowa Uniform Commercial Code) owned or leased by the Borrower and now or hereafter placed in or on, or used in connection with the operation, maintenance, construction, improvement or rehabilitation of the Premises and all contracts contract rights, accounts, leases, rents, permits, approvals, plans, specifications, licenses, and general intangibles pertaining to the Premises, whether now owned or hereafter acquired; all additions, replacements, improvements and accessions with respect to the foregoing; all products of the foregoing; all proceeds of the foregoing; and all judgments, awards of damage, settlements, takings or payments of insurance covering any of the foregoing (collectively called the "Collateral").

1.2 Assignment of Rents and Leases.

(a) For the purpose of further securing the payment of the Mortgage Debt and the performance of all of the Borrower's obligations under the Note, this Mortgage, the Agreement, the Loan Documents (as defined in the Agreement), any other document or instrument executed in connection with the Mortgage Debt, and all other obligations of the Borrower to the Lender, now existing or hereafter arising, direct or indirect, absolute or contingent, joint or several, due or not due, the Borrower assigns to the Lender all of the Borrower's right, title and interest in, to and under all leases covering any portion of the Mortgaged Property and the right to collect rents under any other oral or written occupancy agreement covering any portion of the Mortgaged Property.

(b) This Assignment is made on the following terms and conditions, namely:

(1) So long as there shall exist no Event of Default as defined in this Mortgage, the Borrower shall be entitled to collect all rents under all leases and occupancy agreements; provided, however, that the Borrower shall not collect any rental or other payment under a lease or occupancy agreement in advance of the time that it is due under the terms of the lease or occupancy agreement. The Borrower shall not enter into any lease or occupancy agreement covering any portion of the Mortgaged Property without the Lender's prior written consent and no change or modification may be made in the terms of any leases without the Lender's prior written consent. The Borrower agrees that both before and after any Event of Default it will fully perform all of its obligations under any lease or occupancy agreement and will do nothing to impair its or their value as security for the Mortgage Debt.

(2) Upon or at any time after an Event of Default the Lender, without in any way waiving such Event of Default, at the Lender's option, without notice and without regard to the adequacy of any other security held by it, may collect all rents under any leases and occupancy agreements and exercise all of the Borrower's rights under any lease or occupancy agreement. The Lender shall not be required to take possession of any portion of the Mortgaged Property to entitle it to the rents and profits emanating therefrom or payable with respect thereto.

(3) The Lender shall not be liable for any loss sustained by the Borrower by reason of the Lender's exercise of its rights under this Assignment nor shall the Lender be deemed to have assumed any of the Borrower's obligations under any lease or occupancy agreement covering any portion of the Mortgaged Property.

(4) The Borrower agrees to defend, indemnify and hold harmless the Lender from any and all liability, loss or damage which may or might be incurred by the Lender by virtue of this Assignment or any action taken by the Lender in exercise of its rights conferred by this Assignment.

(5) The affidavit, certificate or statement of any officer, agent or attorney of the Lender shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may and is hereby authorized to rely thereon. The Borrower hereby directs all lessees and tenants under any leases and occupancy agreements to rely conclusively on any notice received from any officer, agent or attorney of the Lender to

the effect that an Event of Default as described in this Mortgage exists and/or that the Lender has the right to exercise the rights of the Borrower under any lease or occupancy agreement.

(6) The Borrower agrees that it will not make any further assignment or other transfer of its right, title and interest under any lease or occupancy agreement.

1.3 Assignment of Licenses, Permits, Plans, Specifications and Agreements.

For the purpose of further securing the payment of the Mortgage Debt and the performance of all of the Borrower's obligations under the Note, this Mortgage, the Agreement, the Loan Documents or any other document or instrument executed in connection with the Mortgage Debt, and all other obligations of the Borrower to the Lender, now existing or hereafter arising, direct or indirect, absolute or contingent, joint or several, due or not due, the Borrower assigns to the Lender all of the Borrower's right, title and interest in, to and under all licenses, permits, plans, specifications, any construction contracts, architect's contracts, and any other agreements or contracts arising out of or pertaining or related to the Mortgaged Property or any portion thereof.

2. Representations of the Borrower.

2.1 Legal Proceedings. There is no action, suit, proceeding (including, without limitation, any condemnation proceeding and any proceeding in the nature of bankruptcy or for reorganization or arrangement) or investigation at law or in equity before or by any court or public board or body pending or, to the knowledge of the Borrower, threatened against the Borrower or the Mortgaged Property, or to the knowledge of the Borrower, any basis therefor, wherein an unfavorable decision, ruling or finding would in any material respect adversely affect the business, assets or condition (financial or otherwise) of the Borrower or the Mortgaged Property, or the transactions contemplated by the Note and this Mortgage, or which in any way would adversely affect the validity of the Note and this Mortgage.

2.2 Compliance with Law; Consents. The Borrower is not in violation of any term or provision of any mortgage, lease, agreement or other instrument which is material to its business or assets, or of any judgment, decree, governmental order, statute, rule or regulation by which it is bound or to which it or any of its assets is subject. The execution, delivery and performance of and compliance with this Mortgage will not violate or constitute a default under any term or provision of any mortgage, lease, agreement or other instrument, or any judgment, decree, governmental order, statute, rule or regulation by which the Borrower is bound or to which any of its assets is subject. No approval by, authorization of, or filing with any federal, state, or municipal or other governmental commission, board, or agency or other governmental authority is necessary in connection with the execution and delivery of this Mortgage by the Borrower.

2.3 Mortgaged Property. The Borrower has good and marketable title to the Mortgaged Property and none of the Mortgaged Property is subject to any mortgage, pledge, lien, security interest, charge or encumbrance, except as otherwise set forth on Exhibit A.

3. Certain Agreements of the Borrower.

3.1 Payments. The Borrower shall pay when due all principal, interest and late charges which may be payable, at the times and in the manner specified in the Note, the Agreement and this Mortgage.

3.2 Financial and Other Information. The Borrower shall keep books and records in accordance with generally accepted accounting practice and permit representatives of the Lender to examine and audit such books and records and inspect any of its properties at reasonable times. The Borrower shall also furnish to the Lender such information regarding the financial condition and operations of the Borrower as the Lender from time to time may reasonably request, including without limitation as set forth in the Agreement, and shall bear the cost and expense of any appraisal of the Mortgaged Property conducted on behalf of the Lender to comply with applicable banking regulations requiring periodic appraisals of real estate mortgaged to secure borrowing or as otherwise deemed appropriate by the Lender.

3.3 Maintenance of and Modifications to Mortgaged Property by the Borrower; Restrictions on Prior Liens. The Borrower will maintain the Mortgaged Property in good repair, working order and condition and will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. All such repairs, replacements and renewals shall be free of all liens and encumbrances (other than this Mortgage and those encumbrances set forth on Exhibit A) and shall become a part of the Mortgaged Property.

The Borrower will not permit the Mortgaged Property to be used in violation of any law, by-law, ordinance or regulation of any governmental authority or for any unlawful or improper purpose and will not commit, permit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof.

The Mortgaged Property and any use thereof by the Borrower shall conform with all applicable zoning, planning, building, environmental, condominium and other laws, ordinances, by-laws and regulations of governmental authorities having jurisdiction over the Mortgaged Property, and the Borrower shall not permit a nuisance thereon.

Except as expressly permitted hereunder, the Borrower will not sell, lease, convey, assign or transfer or permit to be sold, leased, conveyed, assigned or transferred, any interest in the Borrower or all or any part of any legal or beneficial interest in the Mortgaged Property or create, incur, assume or permit to exist any encumbrance, lien or charge of any kind on the Mortgaged Property (except this Mortgage and those encumbrances listed on Exhibit A), without the written consent of the Lender. The Borrower will not suffer or permit any mechanics' lien or other encumbrance to remain against the Mortgaged Property by reason of work, labor, services or materials supplied or claimed to be supplied in connection with the Mortgaged Property; provided, however, that after notice to the Lender, the Borrower may contest promptly the validity or the amount of any such lien or encumbrance by appropriate proceedings timely instituted, provided that if such lien or encumbrance has priority over the lien of this Mortgage, the Borrower, upon the request of the Lender, shall either discharge such lien or encumbrance or provide Lender with a sum sufficient to discharge such lien or encumbrance to be deposited in escrow as security therefor, and provided further, that if the Lender shall notify the Borrower

that, in the opinion of its counsel, by nonpayment of any such items the lien of this Mortgage as to any part of the Mortgaged Property could be subject to loss or forfeiture, then the Borrower will promptly discharge such lien or encumbrance.

3.4 Taxes and Governmental Charges. Upon written request therefor by the Lender, the Borrower shall thereafter pay to the Lender on each payment date under the Note, in addition to the payments therein required, a monthly apportionment of one-twelfth (1/12th) of the sum estimated by the Lender to be sufficient to make all payments of all real estate taxes and governmental charges and assessments upon the Mortgaged Property as they become due and any balance due for any such payments shall be paid by the Borrower to the Lender upon demand. The Lender is hereby specifically authorized to pay when due or at any time thereafter all of said payments and to charge the same to the account of the Borrower. No interest shall be paid or credited with respect to any amounts paid by the Borrower under this Section.

3.5 Right of Access. The Borrower agrees that upon reasonable request, the Lender and its representatives may at all reasonable times examine and inspect the Mortgaged Property.

3.6 Instruments of Further Assurance; Recordings and Filing. The Borrower will do, execute, acknowledge and deliver or cause to be so performed such supplemental mortgages and such further acts, instruments and transfers as the Lender may reasonably require for the better assuring, transferring, pledging, assigning and conferring unto the Lender the Mortgaged Property and rights herein described and the income and revenue pledged hereby.

The Borrower will cause or cooperate with the Lender in causing this Mortgage and all financing statements and other records, and similar instruments (and supplements and amendments to any of the foregoing) to be signed, authenticated, recorded and filed as may be required by law, or as the Lender deems appropriate, in order to fully effect, preserve and protect the security and rights of the Lender hereunder.

The Borrower shall cause to be filed any continuation statements or instruments of a similar character which, in the Lender's opinion, are required by law in order to preserve and protect the security of the Lender.

3.7 Insurance Coverage. The Borrower shall keep the improvements now existing or hereafter installed in or erected on the Mortgaged Property insured against loss by fire, flood, hazards included within the term "extended coverage" as approved by the Commissioner of Insurance of the Commonwealth of Massachusetts and such other hazards or perils as the Lender shall reasonably request in such amounts as shall be satisfactory to the Lender, all insurance to be for the benefit of and payable in case of loss to the Lender and the Borrower as their interests may appear.

All insurance policies and renewals thereof shall be in form acceptable to the Lender, shall include a standard mortgage clause in favor of and in form acceptable to the Lender, and shall contain a provision that such policies shall not be cancelled or modified without at least twenty (20) days prior written notice to the Lender. The Borrower shall deposit copies of such policies and renewals or duplicates of certificates thereof with the Lender, or may effect such insurance under a blanket policy covering the Mortgaged Property and other locations and deliver

a certificate thereof to the Lender. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and the Lender. The Lender may make proof of loss if not made promptly by the Borrower.

The Borrower shall pay or cause to be paid all premiums for such insurance when due.

3.8 Borrower's Indemnification of Lender. Notwithstanding its insurance agreements, the Borrower hereby indemnifies and saves harmless the Lender and its directors, officers, employees, attorneys and agents against and from (a) all claims by or on behalf of any person arising out of (i) any condition of the Mortgaged Property, or (ii) the construction, reconstruction, improvement, use, occupancy, conduct or management of or from any work or anything done or omitted to be done in or about the Mortgaged Property, or (iii) any accident, injury or damage to any person occurring in or about the Mortgaged Property, or (iv) any breach or default by the Borrower of any of its obligations hereunder or under the Note, the Agreement or the Loan Documents, or (v) any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees, and (b) all costs, counsel fees, expenses or liability reasonably incurred in connection with any such claim or action or proceeding brought thereon. This indemnity shall survive payment of the Mortgage Debt and cancellation, discharge or foreclosure of this Mortgage, shall be in addition to and not in lieu of other rights of indemnification which the Lender may possess under this Mortgage or any instrument or document related to the Mortgage Debt and shall survive the transfer of any or all of the right, title and interest in and to the Mortgaged Property. If any action or proceeding is brought against the Lender with respect to any matter covered by the foregoing indemnification, the Borrower shall resist or defend such action or proceeding through counsel reasonably acceptable to the Lender. Subject to the foregoing, the Lender shall cooperate and join with the Borrower at the expense of the Borrower as may be required in connection with any action taken or defended by the Borrower.

3.9 Commercial Transaction. This Mortgage evidences a commercial transaction and not a consumer, family, household or agricultural transaction.

3.10 Hazardous Waste.

(a) For the purpose of this Mortgage, the term "Hazardous Materials" shall mean any "oil", "hazardous material", "hazardous wastes" or "hazardous substances" as defined in any federal, state or local law governing the existence, release, generation, storage or disposal of any hazardous materials, and the regulations adopted pursuant thereto (collectively, the "Hazardous Waste Laws"), and shall include, without limitation (whether or not included in the definition contained in said statutes), asbestos, petroleum products and chemicals which would be materially dangerous to the environment or to human beings.

(b) The Borrower does hereby warrant and represent to the Lender that (i) the Borrower has never released, generated, stored (except in compliance with Hazardous Waste Laws) or disposed of any Hazardous Materials on the Mortgaged Property, (ii) the Borrower is not aware of the existence, release or threat of release of any Hazardous Materials on the Mortgaged Property or on any properties adjacent to the Mortgaged Property, and (iii) the Borrower has not received any notice, order, claim or demand from any governmental authority with respect to the existence, release or threat of release of any Hazardous Materials.

(c) (1) The Borrower shall not release, generate or dispose of any Hazardous Materials in, to or on the Mortgaged Property or in, to or on any properties adjacent to the Mortgaged Property; and

(2) In the event that any Hazardous Materials are found on the Mortgaged Property, the Borrower shall immediately contain and remove the same in compliance with all Hazardous Waste Laws.

(d) If the Borrower is a potentially responsible party, the Borrower agrees to indemnify and hold the Lender harmless from and against any and all claims, liabilities, costs and expenses incurred by the Lender, other than claims directly and proximately resulting from the conduct of the Lender (but not any omission of the Lender), including attorneys' fees and costs of litigation, arising from the release, existence or removal, whether now or hereafter and whether before or after payment in full of the Mortgage Debt, of any Hazardous Materials on the Mortgaged Property or on any properties adjacent to the Mortgaged Property. This indemnification shall survive the loan secured hereby, notwithstanding any cancellation or discharge of this Mortgage.

(e) The Lender, at its election and in its sole discretion and with notice to the Borrower, may at any time and from time to time, whether or not a default shall exist hereunder, cause one or more environmental site assessments of the Mortgaged Property to be undertaken at the Borrower's cost and expense. Environmental site assessments may include a detailed visual inspection of the Mortgaged Property, including, without limitation, all storage areas, storage tanks, drains, dry wells, and leaching areas, as well as the taking of soil samples, surface water samples, and ground water samples and such other investigation or analysis as is necessary or appropriate for a complete assessment of the compliance of the Mortgaged Property and the use and operation thereof with all Hazardous Waste Laws.

(f) The Lender, at its election and in its sole discretion and with initial notice only to the Borrower, may (but shall not be obligated to) cure any failure on the part of the Borrower, or any occupant of the Mortgaged Property to comply with the Hazardous Waste Laws, including, without limitation the following:

(1) arrange for the cleanup or containment of Hazardous Materials found in, on or near the Mortgaged Property and pay for such cleanup and containment costs and costs associated therewith;

(2) pay on behalf of the Borrower or any occupant of the Mortgaged Property, any fines or penalties imposed on the Borrower or any occupant by any federal, state, or local governmental agency or authority in connection with such Hazardous Materials; and

(3) make any other payment or perform any other act which may prevent a release of Hazardous Materials, facilitate the cleanup thereof, and/or prevent a lien from attaching to the Mortgaged Property.

Any partial exercise by the Lender of the remedies hereinabove set forth or any

partial undertaking on the part of the Lender to cure the failure of the Borrower or any occupant of the Mortgaged Property to comply with the Hazardous Waste Laws, shall not obligate the Lender to complete the actions taken or require the Lender to expend further sums to cure the Borrower's or any such occupant's noncompliance; neither shall the exercise of any such remedies operate to place upon the Lender any responsibility for the operation, control, care, management or repair of the Mortgaged Property or make the Lender the "owner" or "operator" of the Mortgaged Property or a "responsible party" within the meaning of the Hazardous Waste Laws.

Any amounts paid or costs incurred by the Lender as a result of any of the above, together with interest thereon at the rate set forth in the Note from the date of payment, shall be immediately due and payable by the Borrower to the Lender, and until paid shall be added to and become a part of the Mortgage Debt, and the same may be collected as part of said obligations in any suit herein or upon the Note or any other instrument included in the Collateral or upon a foreclosure of this Mortgage; and the Lender, by making any such payment or incurring any such costs, shall be subrogated to any rights of the Borrower or any occupant of the Mortgaged Property to seek reimbursement from any third parties, including, without limitation, a predecessor in interest to the Borrower's title or a predecessor to the occupant's use of the Mortgaged Property, who may be a "responsible party" under the Hazardous Waste Laws, in connection with the presence of such Hazardous Materials in, on or near the Mortgaged Property.

4. Events of Default; Defaults.

This Mortgage is on the STATUTORY CONDITION, if applicable, and upon the further condition that there shall exist no Event of Default under the Agreement or the Note, the occurrence of any of which shall constitute a "Default" and an "Event of Default" hereunder. The Borrower agrees to notify the Lender promptly in writing of the occurrence of any Default or Event of Default.

5. Acceleration.

Upon the occurrence of any Event of Default, the Lender may, at its option and without notice declare the entire Mortgage Debt then outstanding to be due and payable immediately, and, upon such declaration, all principal and interest accrued thereon shall automatically be and become immediately due and payable.

6. Surrender of Possession of Mortgaged Property; Foreclosure.

Upon demand by the Lender after the occurrence of an Event of Default under this Mortgage, the Borrower shall forthwith surrender the possession of, and the Lender, by such officer or agent as it may appoint, may lawfully take possession of, all or part of the Mortgaged Property together with the related books, papers and accounts of the Borrower. The Lender may (but is under no obligation to do so) then hold, operate and manage the same and make such repairs and improvements as the Lender shall deem advisable; the Lender may lease the Mortgaged Property or any part thereof and collect, receive and sequester the rents, and other income, charges and moneys therefrom or received from any receiver; and set up proper reserves or pay all proper costs and expenses, including reasonable compensation to the Lender, its

agents; and counsel, and any charges of the Lender hereunder, and any taxes and assessments and other charges prior or subordinate to the lien of this Mortgage which the Lender may deem it advisable to pay.

Upon the occurrence of an Event of Default, the lien of this Mortgage may be foreclosed in the manner provided by law, including without limitation the STATUTORY POWER OF SALE, if applicable, and the exercise of all rights of a secured party under the Uniform Commercial Code. The Lender may become the purchaser of the Mortgaged Property at any foreclosure sale where it is the highest bidder.

The Borrower agrees that if the Lender in the exercise of the statutory power of sale elects to sell the Mortgaged Property in parcels, such sales may be held from time to time and that the power of sale shall not be exhausted until all the Mortgaged Property, not previously released, shall have been sold.

Notice mailed to the Borrower at least ten (10) days before any sale shall constitute reasonable notification of such sale.

The Borrower agrees that in the event of foreclosure of this Mortgage, at the sole discretion of the Lender, the Lender may elect to reduce or extend the period of redemption for the sale of the Mortgaged Property to a period of time as may then be authorized under the circumstances and under any section of Iowa Code Chapter 628, or any other Iowa Code section, now in effect or as may be in effect at the time of foreclosure.

7. Other Remedies; Rights of Lender.

Upon the occurrence of an Event of Default, the Lender may pursue any available remedy to enforce the payment of principal and interest and late charges, if any, on the Note and/or the payment or performance of the Borrower's obligations with respect to any other part of the Mortgage Debt, including foreclosure of this Mortgage.

No remedy under this Mortgage is intended to be exclusive, and each remedy shall be cumulative and in addition to any other remedy hereunder now or hereafter existing. With respect to such rights and remedies:

(a) Receiver; Foreclosure. The Lender may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law 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 shall at the request of the Lender appoint a receiver to take immediate possession of the Mortgaged Property and of the revenues and income accruing therefrom, and to rent 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 Borrower 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 Mortgage Debt. Borrower agrees that this Mortgage gives to the Lender the right to possession before sale and termination of the right of redemption, pledges the rents and profits, creates in favor of the Lender a lien upon and interest in the right of possession given by Iowa statute, and upon the revenue which arises from it, and waives the right

to challenge the appointment of a receiver.

(b) Nonjudicial Foreclosure. The Lender may at its option elect to foreclose this Mortgage by nonjudicial procedures allowed by Iowa law.

No delay or omission to exercise any right or power shall impair such right or power or constitute a waiver of any Default or Event of Default or acquiescence therein; and each such right and power may be exercised as often as deemed expedient.

No waiver by the Lender of any Default shall extend to any subsequent Default or Event of Default.

The Borrower, to the fullest extent that the Borrower may do so, hereby waives all rights to a marshalling of the assets of the Borrower, including the Mortgaged Property, or to a sale in inverse order of alienation in the event of a sale hereunder of the Mortgaged Property, and agrees not to assert any right under any statute or rule of law pertaining to the marshalling of assets, sale in inverse order of alienation, or other matters whatever to defeat, reduce or affect the rights of the Lender under the terms of this Mortgage or the Note to a sale of the Mortgaged Property for the collection of the indebtedness evidenced by the Note without any prior or different resort for collection, or the right of the Lender to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatever.

8. Setoff.

The Lender may, regardless of the adequacy of and without being required to first look to anything by which the Mortgage Debt is secured, apply to or set off against the Mortgage Debt any deposit or other sum from time to time credited by or due from the Lender to the Borrower.

9. Agreement to Pay Attorneys' Fees and Expenses.

If the Lender should employ attorneys or incur other expenses for the enforcement or performance or observance of any obligation, right or agreement herein contained, the Borrower agrees that it will on demand therefor reimburse the Lender for the reasonable fee of such attorneys and such other expenses so incurred. If not paid immediately upon demand, such expenses or costs shall bear interest at the Default Rate provided in the Note.

10. Protection of Lender's Security.

If the Borrower shall fail to perform any obligation hereunder or if any action or proceeding is commenced which materially affects the Lender's interest in the Mortgaged Property, including but not limited to proceedings with respect to eminent domain, insolvency, code enforcement, or arrangements and proceedings involving a bankrupt or decedent, then the Lender, at the Lender's option, may disburse funds for the performance of such obligations or the making of such appearances and/or taking such action as the Lender shall deem necessary or appropriate to protect its interest in the Mortgaged Property, including, but not limited to, repair and maintenance of the Mortgaged Property, obtaining insurance for the Mortgaged Property, paying real estate taxes or other municipal charges or assessments on the Mortgaged Property and

engaging attorneys, appraisers and expert witnesses; and any amounts disbursed by the Lender for the purpose of protecting its interest in the Mortgaged Property shall become part of the Mortgage Debt secured by this Mortgage and unless the Borrower and the Lender otherwise agree, all amounts so disbursed to protect the Lender's interest in the Mortgaged Property shall be payable on demand and shall bear interest from the date of disbursement at the rate from time to time applicable to the Note.

Notwithstanding the provisions of this Section, the Lender shall never be required to incur any expense or to take any action hereunder.

The performance by the Lender of any obligation of the Borrower which the Borrower has failed to perform shall not be deemed a waiver or cure of the Default and the Event of Default shall be deemed to continue.

11. Late Charges.

In the event that any installment of principal and/or interest remains unpaid for ten (10) days after the date it is due, the Borrower shall pay a late charge equal to five (5%) percent of the late payment.

12. Transfer of Mortgaged Premises.

If the legal or beneficial ownership of the Mortgaged Property, or any part thereof, becomes vested in anyone other than the Borrower, the whole sum of principal and interest then remaining unpaid shall become immediately due and payable without notice at the option of the Lender and/or the Lender may, without notice to the Borrower, deal with such successors in interest with reference to the Mortgage and the Mortgage Debt hereby secured, and in the same manner as with the Borrower, without in any way altering or discharging the Borrower's liability hereunder or upon the Mortgage Debt. The Borrower agrees that upon any such transfer, the Borrower shall remain permanently liable for the Mortgage Debt and hereby waives any defense available to sureties and consents to the exchange or release of any Collateral, extensions for time of payment, the release of one or more persons liable for the Mortgage Debt and changes in the amount of the Mortgage Debt, the terms of payment and/or the interest rate and agrees that all or any such events to which such consent is herein given may occur on one or more occasions.

The Borrower assigns to the Lender and directs that there shall be paid to the Lender the proceeds of any awards for damages in connection with any condemnation or other taking of the Mortgaged Property or any part thereof or for conveyance in lieu of condemnation. The Lender, in its sole discretion, shall use such proceeds as it shall deem necessary or appropriate to protect its interest. If the Mortgaged Property is abandoned by the Borrower or if the Borrower fails after thirty (30) days' prior written notice from the Lender to negotiate a reasonable settlement with the condemnor or an offer to make an award, the Lender may collect and apply the proceeds of such an award at the Lender's option either to the restoration or repair of the Mortgaged Property or to satisfaction of the Mortgage Debt.

13. Nonstatutory Liens.

Borrower hereby represents, warrants and agrees that the liens granted hereby are not the type of lien referred to in Chapter 575 of the Iowa Code, as now enacted or hereafter modified, amended or replaced. Borrower, for itself and all persons claiming by, through or under Borrower, agrees that it claims no lien or right to a lien of the type contemplated by Chapter 575 or any other chapter of the Code of Iowa and further waives all notices and rights pursuant to said law with respect to the liens hereby granted, and represents and warrants that it is the sole party entitled to do so and agrees to indemnify and hold harmless Lender from any loss, damage, and costs, including reasonable attorney fees, threatened or suffered by Lender arising either directly or indirectly as a result of any claim of the applicability of said law to the liens hereby granted.

14. Purchase Money Mortgage.

This Mortgage is a purchase money mortgage as defined by Iowa Code Section 654.12B.

15. General.

15.1 Severability. In the event that any provision of this Mortgage shall be held to be invalid in any circumstance, such invalidity shall not affect any other provision or circumstance.

15.2 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, or sent by telegram addressed to the following addresses:

Lender:	**FLEET NATIONAL BANK** 100 Front Street Worcester, Massachusetts 01608 Attention: Senior Commercial Loan Officer
With a copy to:	George W. Tetler III, Esquire Bowditch & Dewey, LLP 311 Main Street P.O. Box 15156 Worcester, MA 01615-0156
Borrower:	**LAMB'S GROVE, LLC** 2 Northeast Boulevard Sterling, MA 01564 Attention: Its Manager
With a copy to:	Mark L. Donahue, Esquire Fletcher, Tilton & Whipple, P.C. 370 Main Street Worcester, MA 01608

Any party may change the address to which notices are to be sent to it by giving written notice of

such change of address to the other party in the manner herein provided for giving notice. Any such notice, demand, request, or other communication shall be deemed given when mailed as aforesaid.

15.3 Captions. The captions and headings in this Mortgage are for convenience only and in no way define or describe the scope or content of any provision of this Mortgage.

15.4 Counterparts. This Mortgage may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Mortgage.

15.5 Law. The validity and interpretation of this Mortgage shall be governed by the laws of the State of Iowa.

15.6 JURY TRIAL WAIVER. THE BORROWER WAIVES ITS RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY ANY PARTY TO THIS MORTGAGE OR ANY OF ITS SUCCESSORS AND ASSIGNS, WHICH RELATES DIRECTLY OR INDIRECTLY TO THIS MORTGAGE, THE MORTGAGE DEBT OR THE RELATIONSHIP BETWEEN THE LENDER AND THE BORROWER.

This Mortgage is upon the STATUTORY CONDITION, if applicable, and the further condition that all covenants, agreements and obligations of the Borrower contained herein or in any other instrument or statement given by the Borrower to the Lender in connection with the Mortgage Debt shall be kept and fully performed, for any breach of which the Lender shall have the STATUTORY POWER OF SALE, if applicable.

IN WITNESS WHEREOF, the Borrower has caused this Mortgage and Security Agreement to be executed by its duly authorized Managers as an instrument under seal as of the date first written above.

LAMB'S GROVE, LLC

Witness to both

By: _____
Ladd M. Lavallee, Manager

By: Dawn L Seiple
Dawn L. Seiple, Manager

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 1st day of October, 2004, before me, the undersigned notary public, personally

appeared Ladd Lavallee and Dawn L. Seiple, Managers of Lamb's Grove, LLC, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document, and acknowledged to me that they are the Managers of Lamb's Grove, LLC, that they signed it voluntarily for its stated purpose as Managers of said Lamb's Grove, LLC by authority of its members, and that the preceding document is the voluntary act and deed of said Lamb's Grove, LLC.

MARK L. DONAHUE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 24, 2006

Notary Public
My commission expires: 2/24/06

EXHIBIT A

Lot 7 of the Amended Plat of Southwest Industrial Park, City of Manchester, Delaware County, Iowa, being a subdivision of part of Lot 1 of the Subdivision of the Southeast Quarter of the Northeast Quarter Section 31, Township 89 North, Range 5 West, all as shown on a Plat prepared by TeKippe Engineering, P.C., dated 9/30/04 and filed with the Delaware County Recorder in Book 2004, Page 3775, subject to easements of record.

Being the same premises conveyed to Tredegar Industries, Inc. (now known as Tredegar Corporation) by Etyl Corporation by deed dated June 1, 1989 and recorded on January 3, 1993 in the Delaware County Recorder's office in Book 130, Page 320.

Being the same premises conveyed to Lamb's Grove, LLC by Tredegar Corporation by deed dated 10/05/04 and recorded herewith in Book 2004, Page 3889.