env. Chicago Title Ins. Co. 222 South 9th St. Ste 3250 Minneapolis, MN 55402

Drafted by and
after recording return to:
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✓ ✓ ✓

Book 2005 Page 3657

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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

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

THIS THIRD AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made as of the 30th day of September, 2005, by **ATTACHMENT TECHNOLOGIES, INC.**, a Delaware corporation ("**Mortgagor**"), whose address is 5825 Council Street NE, Cedar Rapids, Iowa 52402 to and for the benefit of **ANTARES CAPITAL CORPORATION** (in its individual capacity, "**Antares**"), whose address is 311 South Wacker Drive, Suite 4400, Chicago, Illinois 60606, as agent for the financial institutions from time to time parties to the Amended Credit Agreement described below (Antares, in such capacity, the "**Agent**"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Amended Credit Agreement.

RECITALS

A. Pursuant to that certain Amended and Restated Credit Agreement dated as of August 23, 2004 (as the same has been amended, restated, supplemented and otherwise modified through but not including the date hereof, the "**Existing Credit Agreement**"), by and among Mortgagor, Pengo Corporation, a Delaware corporation ("**Pengo**"; Mortgagor and Pengo are each a "**Borrower**" and together the "**Borrowers**"), Agent, the Co-Syndication Agents parties thereto, the Co-Documentation Agents parties thereto, the Swing Line Lender party thereto and the Lenders parties thereto, Mortgagor has previously executed and delivered in favor of Agent a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of October 15, 2003, and recorded on October 27, 2003 in Delaware County, Iowa in Book 2003, page 5142, as amended by that certain Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of August 23, 2004 and recorded on September 29, 2004 in Delaware County, Iowa in Book 2004, page 3690 and that certain Second Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of February 25, 2005 and recorded on March 7, 2005 in Delaware County, Iowa in Book 2005, Page 768 (the "**Mortgage**"), which Mortgage encumbers Mortgagor's fee interest in the land legally described on Exhibit A attached hereto (the "**Land**"), in addition to various other real and personal property pledged to the Agent as more fully described in the Mortgage.

B. Agent, the Co-Syndication Agents parties thereto, the Co-Documentation Agents parties thereto, the Swing Line Lender party thereto, the Lenders and Borrowers have entered into that certain Consent and Fourth Amendment to Amended and Restated Credit Agreement dated as of the date hereof (the "**Fourth Amendment**"; the Existing Credit Agreement, as amended by the Fourth Amendment and as may be further amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Amended Credit Agreement**"), pursuant to which certain terms of the Existing Credit Agreement have been amended.

C. Pursuant to the Fourth Amendment, Borrowers have executed and delivered to the respective Lenders certain Substitute and Amended Term Notes B dated as of the date hereof (collectively, the "**Notes**").

D. In connection with the execution and delivery of the Third Amendment and the Notes, Mortgagor and Agent have agreed to modify the Mortgage upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency whereof are hereby acknowledged, the parties hereby agree as follows:

1. Recitals.

The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

2. Amendments of Mortgage. Effective as of the date hereof:

A. The first paragraph of Recital A to the Mortgage is hereby deleted in its entirety and the following language is hereby substituted therefor:

Lenders have agreed, subject to the terms and conditions of that certain Amended and Restated Credit Agreement (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") dated August 23, 2004 by and among the Lenders parties thereto, Mortgagee, the Co-Syndication Agents parties thereto, the Co-Documentation Agents parties thereto, the Swing Line Lender party thereto, Pengo Corporation, a Delaware corporation ("**Pengo**") and Mortgagor (Pengo and Mortgagor are together referred to as the "**Borrowers**"), to make certain revolving loans and term loans (collectively, the "**Loans**"), in an aggregate principal amount not to exceed, as of the Fourth Amendment Closing Date, $220,500,000, to the Borrowers. The Loans are evidenced by certain Substitute and Amended Revolving Notes in the original aggregate principal amount of up to $45,000,000 made by the Borrowers (which notes, together with all notes issued in substitution or exchange therefor and all amendments thereto, are hereinafter referred to collectively as the "**Revolving Note**"), certain Substitute and Amended Term Notes A made by the Borrowers in the original aggregate principal amount of $65,000,000 (of which $63,500,000 is outstanding as of the Fourth Amendment Closing Date) (which notes, together with all notes issued in

substitution or exchange therefor and all amendments thereto, are hereinafter referred to collectively as the "**Term Notes A**"), certain Substituted and Amended Term Notes B in the original aggregate principal amount of $97,000,000 made by the Borrowers (which notes, together with all notes issued in substitution or exchange therefor and all amendments thereto, are hereinafter referred to collectively as the "**Term Notes B**"), certain Term Notes C in the original aggregate principal amount of $15,000,000 made by the Borrowers (which notes, together with all notes issued in substitution or exchange therefor and all amendments thereto, are hereinafter referred to collectively as the "**Term Notes C**") and a Substitute and Amended Swing Line Note in the original principal amount of $5,000,000 made by the Borrowers (which note, together with all notes issued in substitution or exchange therefor and all amendments thereto, are hereinafter referred to collectively as the "**Swing Line Note**"; the Revolving Note, the Term Notes A, Term Notes B, Term Notes C and Swing Line Note, together with all notes issued in substitution or exchange therefor and all amendments thereto, are referred to collectively as the "**Notes** "). The Notes provide for certain payments as set forth therein and in the Credit Agreement with (i) the Revolving Note and Swing Line Note balances thereof due and payable no later than December 31, 2009, (ii) the Term Note A balances thereof due and payable no later than December 31, 2009, (iii) the Term Note B balances thereof due and payable no later than December 31, 2011 and (iv) the Term Note C balances thereof due and payable no later than March 31, 2012. Mortgagor hereby acknowledges receipt of a copy of this Mortgage, together with a copy of each promissory note secured hereby.

B. The paragraph on the first page of the Mortgage which reads as follows:

THIS LEASEHOLD MORTGAGE SECURES CREDIT IN THE PRINCIPAL AMOUNT OF UP TO $112,000,000, AS MORE FULLY SET FORTH HEREIN. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED AND FILED MORTGAGES AND LIENS.

is hereby deleted in its entirety and the following language is hereby substituted therefor:

THIS LEASEHOLD MORTGAGE SECURES CREDIT IN THE PRINCIPAL AMOUNT OF UP TO $441,000,000, AS MORE FULLY SET FORTH HEREIN. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED AND FILED MORTGAGES AND LIENS.

3. **No Further Amendment.**

This Amendment is given solely to amend and modify the Mortgage as set forth herein. No further amendment or modification of the Mortgage is made or intended, and the respective terms and provisions thereof shall, as expressly amended and modified hereby, continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in the Mortgage as herein expressly amended, are hereby ratified, approved and confirmed in every respect. Mortgagor also hereby **(i)** agrees that, from and after the date of this Amendment, each reference in the Mortgage to the terms "Credit Agreement," "Loans," "Note" and "Notes" shall mean and be a reference to each of such terms as defined in **Recital A** to the Mortgage, as such **Recital A** is amended pursuant to **Section 2** of this Amendment, **(ii)** expressly ratifies and confirms, as of the date of the Mortgage and as of the date hereof, the grant by Mortgagor of the Lien on the Land and all of the other property and interests in property created or intended to be created by the Mortgage, in each case as amended and modified hereby and **(iii)** represents and warrants that Mortgagor has not created or suffered or permitted to exist any other Lien upon or in any such property or interests in property subsequent to the execution and delivery of the Mortgage, other than as expressly permitted pursuant to the terms and provisions thereof. Mortgagor has no claims, claims of offset or causes of action against Agent or any of the Lenders, and no defenses to its performance of all Obligations (as such term is defined in the Mortgage).

4. **No Release.**

The indebtedness, liabilities and other obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any Lien created or evidenced thereby and all such Liens and the priority thereof shall relate back to the recordation date for the Mortgage as referenced herein. This Amendment is not intended and shall not be deemed or construed to in any way affect the enforceability or priority of the Mortgage or constitute a novation, termination or replacement of all or any part of the indebtedness, liabilities or other obligations secured thereby.

5. **Governing Law; Severability.**

This Amendment shall be governed by and construed in accordance with the internal laws and decisions of the State of Illinois, except that the provisions of the laws of the jurisdiction in which the Land is located shall be applicable to the creation, perfection and enforcement of the Lien created by the Mortgage and exercise of remedies mandatorily governed by the laws of the State in which the Land is located. The invalidity, illegality or unenforceability of any provision of this Amendment shall not affect or impair the validity, legality or enforceability of the remainder of this Amendment or the Mortgage, and to this end, the provisions of this Amendment are declared to be severable.

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[Signature Page Follows]

IN WITNESS WHEREOF, Mortgagor and Agent have each executed this Third Amendment on the date set forth in their respective acknowledgments hereto, to be effective as of the date first above written.

MORTGAGOR:

ATTACHMENT TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Name: John Gelp
Its: Chief Financial Officer

AGENT:

ANTARES CAPITAL CORPORATION,
as Agent

By: _____
Name: **David K. Swanson**
Its: **Director**

MORTGAGOR

STATE OF Minnesota
) SS.
COUNTY OF Hennepin)

I, Teresa Hardy, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that John Gelp, personally known to me to be the CFO of Attachment Technologies, Inc., a Delaware corporation, and the same Person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that such Person signed and delivered the said instrument as CFO of said corporation pursuant to authority given by the Board of Directors of said corporation, as such Person's own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of September, 2005.

Teresa M. Hardy
Notary Public

My Commission Expires:

TERESA M. HARDY
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2008

AGENT

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Rebecca Schuster, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that David Swanson personally known to me to be the Director of Antares Capital Corporation ("**Antares**"), and the same Person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that such Person signed and delivered the said instrument as Director of Antares pursuant to authority given by the Director of Antares, as such Person's own free and voluntary act and as the free and voluntary act of Antares, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of September, 2005.

Rebecca Schuster
Notary Public

My Commission Expires:
02/25/2009

"OFFICIAL SEAL"
Rebecca Schuster
Notary Public, State of Illinois
My Commission Exp. 02/25/2009

EXHIBIT A

LEGAL DESCRIPTION

Tract 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; also Fifth Street between the South side of Market Street and the North side of Gay Street, and Fifth Street between the South side of Gay Street and the North side of South Street, and South Street between the East line of Fifth Street and the West line of Sixth Street and the alley in Block Eighteen (18); all in Delhi, Iowa, according to plat recorded in Book A L.D., Pages 128-129.

Abstract

AND

Tract B:

Parcel I, Part of the NE 1/4 NW 1/4, Section 20,; Parcel J, Part of the NW 1/4 NE 1/4, Section 20; Parcel K, Part of Lot 2 of the Sub. of NW 1/4 NE 1/4, Section 20; Parcel H, Part of Parcel G in Sections 17 and 20; all in Township 88 North, Range 4 West of the Fifth P.M., City of Delhi, Delaware County, Iowa, according to plat recorded in Book 2000, page 506, except Parcel O, Part of Parcel H in Section 17 and 20, Township 88 North, Range 4 West of the Fifth P.M., City of Delhi, Delaware County, Iowa, according to plat recorded in Book 2000, page 1290; also Parcel N, Part of the SE 1/4 SW 1/4 of Section 17 and Part of the NE 1/4 NW 1/4 of Section 20, all in Township 88 North Range 4 West of the Fifth P.M., City of Delhi, Delaware County, Iowa, according to plat recorded in Book 2000, page 880; and also Parcel C, Part of the SE 1/4 SW 1/4 of Section 17, Township 88 North Range 4 West of the Fifth P.M., City of Delhi, Delaware

County, Iowa, according to plat recorded in Book 2000, page 1290, from the 22nd day of September, 2000, at 8:00 o'clock A.M. to the 2nd day of September 2003, at 8:00 o'clock A.M.

Abstract

Common Address: 503 Gay Street, Delhi, Iowa 52223