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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

EO
Title Resources LLC
Landmark Bldg Ste 700
324 E. Walnut St
Mankato MN 56001

THIS INSTRUMENT PREPARED BY AND RETURN TO:
J. William Pierce, Jr. (901) 685-1322
Glankler Brown, PLLC
6000 Poplar, Suite 100
Memphis, Tennessee 38119

PLLA-4002

LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING INDENTURE ("Mortgage"), executed as of the 24th day of November, 2009, by **TV6-W, LLC**, a Delaware limited liability company, whose address is 4091 Viscount Avenue, Memphis, Tennessee 38118 (hereinafter called the "Mortgagor"), as party of the first part, and **IBERIABANK, fsb**, whose address is 7465 Poplar Avenue, Germantown, Tennessee 38138 (hereinafter called the "Mortgagee") (which term as used in every instance shall include the Mortgagee's successors and assigns), as party of the second part. This instrument covers property which is or may become fixtures and also constitutes a fixture filing under Iowa Code § 554.9502(3).

W I T N E S S E T H:

That for valuable considerations, and also in consideration of the aggregate sum of money described in the Note (hereafter defined), the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee a lien upon and security interest in Mortgagee's leasehold estate in certain real estate, of which the Mortgagor is now seized and possessed and in actual possession, situated in Delaware County, Iowa (the "Property"), which is described as follows, to wit:

SEE EXHIBIT A ATTACHED HERETO ON PAGE # 23

TOGETHER WITH, all buildings, structures and improvements of every nature whatsoever now or hereafter owned by Mortgagor situated on the Property. The Property and all Improvements situated thereon are hereinafter collectively referred to as (the "Premises").

TOGETHER WITH, all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto.

TOGETHER WITH, all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises.

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in the Premises, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damage.

TO HAVE AND TO HOLD Mortgagor's leasehold estate in the Premises unto Mortgagee, its successors and assigns; and Mortgagor does hereby covenant with Mortgagee, its successors and assigns, that it is lawfully seized as to a leasehold estate in the Premises; that it has a good right to sell and convey the same; that the same is unencumbered except for the encumbrances of record ("Permitted Encumbrances"), and that the leasehold title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note (hereafter defined), evidenced by that certain Promissory Note of even date herewith in the principal amount of THREE MILLION ONE HUNDRED EIGHTY-FOUR THOUSAND AND NO/100 DOLLARS ($3,184,000.00) executed by Mortgagor (the "Note") which has been delivered to and is payable to the order of Mortgagee with interest at the rate specified therein, and payable in monthly installments with the maturity of the Note being December 1, 2015, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof; unless such maturity is accelerated as set forth in the Note, and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Loan Instruments, then in such event this Mortgage and the estate hereby created shall cease and be null and void.

This Mortgage shall also secure the performance of all obligations of Mortgagor under the ISDA Master Agreement to be signed by Mortgagor and Mortgagee after the date hereof.

Payment of all sums advanced by Mortgagee to protect the Premises, with interest thereon at the Default Rate, as defined in the Note ("Default Rate").

This Mortgage, the Note, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Instruments."

The Mortgagor covenants with the Mortgagee as follows:

ARTICLE I
COVENANTS AND AGREEMENT OF MORTGAGOR

Mortgagor hereby covenants and agrees:

1.01 Payment of Secured Obligations. To pay within fifteen (15) days of when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest on, any future advances secured by this Mortgage.

1.02 Maintenance, Repair, Alterations. To keep the Premises in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Property and promptly restore in like manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Premises, or any part thereof, or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Premises, to keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas owned or under the control of Mortgagor in good and neat order and repair; not to commit, suffer or permit any act to be done in or upon the Premises in violation of any law, ordinance or regulation.

1.03 Required Insurance. To at all times provide, maintain and keep in force the following policies of insurance:

(a) Mortgagor shall maintain comprehensive public liability insurance as may be reasonably required from time to time by Mortgagee. The amounts, coverages and other terms and conditions of the insurance policies shall at all times be satisfactory to Mortgagee and shall satisfy any coinsurance requirements of Mortgagee. Mortgagor shall pay as they become due all premiums for such insurance, shall keep each policy in full force and effect, shall deliver to Mortgagee evidence of the payment of the full premium therefor at least twenty (20) days prior to the expiration date of each policy and shall deliver to Mortgagee original policies of insurance, with noncontributory mortgagee clauses in favor of and acceptable to Mortgagee. Mortgagor's liability insurance policy shall specifically name Mortgagee as an additional insured. Additionally, the liability policy shall provide for written notice to Mortgagee at least twenty (20) days prior to any cancellation, nonrenewal or amendment of such insurance.

1.04 Payment of Premiums. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required by this Section, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and, until such payment is made by Mortgagor, the amount of all such premiums shall

bear interest at the Default Rate and shall be secured by this Mortgage. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required by this Section and at the request of Mortgagee, Mortgagor shall deposit with Mortgagee, in monthly installments, an amount equal to one-twelfth (1/12) of the aggregate annual insurance premiums, as estimated by Mortgagee, on all policies of insurance required by this Mortgage in order to accumulate with Mortgagee sufficient funds to pay such premiums at least thirty (30) days prior to their due date; Mortgagor further agrees, in the event Mortgagor fails to maintain such policies and upon Mortgagee's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Mortgagee. Upon receipt of such bills, statements, or other documents, and providing Mortgagor has deposited sufficient funds with Mortgagee pursuant to this Section 1.04, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee shall notify Mortgagor and Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee. Notwithstanding the foregoing, nothing contained herein shall cause Mortgagee to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Section 1.04.

1.05 Insurance Proceeds. That after the happening of any casualty to the Premises or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) In the event of any damage to or destruction of the Improvements, Mortgagor shall immediately commence restoration of the Improvements and complete such restoration in a timely manner.

(b) Nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Premises, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount.

1.06 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Premises in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Mortgagor in and to all policies of insurance required by this Section shall inure to the benefit of and pass to the successor in interest of Mortgagor or the purchaser or grantee of the Premises.

1.07 Indemnification; Subrogation; Waiver of Offset.

(a) If Mortgagee is made a party defendant to any litigation concerning this Mortgage or the Premises or any part thereof or interest therein, or the occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend and hold Mortgagee harmless from all liability by reason of said litigation, including reasonable attorney's fees and expenses incurred by Mortgagee in any such litigation, whether or not any such litigation is prosecuted to judgment. If Mortgagee commences an action against Mortgagor to enforce any of the terms hereof or because of the breach by Mortgagor of any of the terms hereof, or for the recovery of any sum secured hereby, if Mortgagee prevails in its claims, Mortgagor shall pay to Mortgagee reasonable attorney's fees and expenses, and the right to

such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Mortgage, Mortgagee may employ an attorney or attorneys to protect its rights hereunder, and, in the event of such employment following any breach of Mortgagor, Mortgagor shall pay Mortgagee reasonable attorney's fees and expenses incurred by Mortgagee, whether or not an action is actually commenced against Mortgagor by reason of breach.

(b) Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Premises, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage.

(c) All sums payable by Mortgagor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction or any condemnation or similar taking of the Premises or any part thereof; (ii) any restriction or prevention of or interference with any use of the Premises or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements, or any part thereof, by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagee, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagee, or by any court, in any such proceeding; (v) any claim which Mortgagor has or might have against Mortgagee; (vi) any default or failure on the part of Mortgagee to perform or comply with any other agreement with Mortgagor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Mortgagor.

1.08 Taxes and Impositions.

(a) Mortgagor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including, without limitation, nongovernmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Premises, which are assessed or imposed upon the Premises, or become due and payable, and which create, or may create, a lien upon the Premises, or any part thereof, or upon any Personal Property (as defined in Section 3.01 hereof), equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such imposition is payable, or may at the option of the taxpayer be paid, in installments, Mortgagor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Premises in lieu of or in addition to the Impositions payable by Mortgagor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Mortgagee and measured by or based, in whole or in part, upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Mortgagee or on the obligations secured hereby.

(c) Subject to the provisions of subparagraph (d) of this Section 1.08, Mortgagor covenants, upon written request of Mortgagee, to furnish Mortgagee within thirty (30) days after the date upon which any such Imposition is due and payable by Mortgagor, official receipts of the appropriate taxing authority, or other proof satisfactory to Mortgagee, evidencing the payments thereof.

(d) Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.08, unless Mortgagor has given prior written notice to Mortgagee of Mortgagor's intent to so contest or object to an Imposition, and unless, at Mortgagee's sole option, (i) Mortgagor shall demonstrate to Mortgagee's reasonable satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Premises, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (ii) Mortgagor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Mortgagee; or (iii) Mortgagor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

(e) In the event Mortgagor does not timely pay Impositions when payable and at the written request of Mortgagee, Mortgagor shall pay to Mortgagee, on the day monthly installments of interest are payable under the Note, until the Note is paid in full, an amount equal to one-twelfth (1/12) of the annual Impositions reasonably estimated by Mortgagee to pay the installment of taxes next due on the Premises in order to accumulate with Mortgagee sufficient funds to pay such Impositions thirty (30) days prior to their due date. In such event, Mortgagor further agrees to cause all bills, statements or other documents relating to such Impositions to be sent or mailed directly to Mortgagee. Upon receipt of such bills, statements or other documents, and providing Mortgagor has deposited sufficient funds with Mortgagee pursuant to this Section 1.08, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee shall notify Mortgagor and Mortgagor shall promptly deposit an amount equal to such deficiency with Mortgagee. Notwithstanding the foregoing, nothing contained herein shall cause Mortgagee to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Section 1.08. Mortgagee shall not be obliged to pay or allow any interest on any sums held by Mortgagee

pending disbursement or application hereunder, and Mortgagee may impound or reserve for future payment of Impositions such portion of such payments as Mortgagee may in its absolute discretion deem proper, applying the balance on the principal of or interest on the obligations secured hereby. Should Mortgagor fail to deposit with Mortgagee (exclusive of that portion of said payments which has been applied by Mortgagee on the principal of or interest on the indebtedness secured by the Loan Instruments), as set forth above, sums sufficient to fully pay such Impositions at least thirty (30) days before delinquency thereof, Mortgagee may, at Mortgagee's election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Mortgagee with interest at the Default Rate, as herein elsewhere provided, or, at the option of Mortgagee, the latter may, without making any advance whatever, apply any sums held by it upon any obligation of the Mortgagor secured hereby. Should any Event of Default occur or exist on the part of the Mortgagor of the payment or performance of any of Mortgagor's and/or any guarantor's obligations under the terms of the Loan Instruments, Mortgagee may, at any time and at Mortgagee's option, apply any sums or amounts in its hands received pursuant hereto, or as rents or income of the Premises or otherwise, upon any indebtedness or obligation of the Mortgagor secured hereby in such manner and order as Mortgagee may elect. The receipt, use or application of any such sums paid by Mortgagor to Mortgagee hereunder shall not be construed to affect the maturity of any indebtedness secured by this Mortgage or any of the rights or powers of Mortgagee under the terms of the Loan Instruments or any of the obligations of Mortgagor and/or any guarantor under this Loan Instrument.

(f) Mortgagor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and Personal Property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Premises as a single lien.

1.09 Utilities. To pay when due all utility charges which are incurred by Mortgagor for the benefit of the Premises or which may become a charge or lien against the Premises for gas, electricity, water or sewer services furnished to the Premises, and all other assessments or charges of a similar nature, whether public or private, affecting the Premises or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.10 Actions Affecting Premises. To appear in and contest any action or proceeding purporting to adversely affect the security hereof or the rights or powers of Mortgagee. If the Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Property or the title thereto, or the interests of Mortgagee under this Mortgage, Mortgagee shall be reimbursed by Mortgagor, promptly and without demand, all out-of-pocket costs and expenses, including cost of evidence of title and reasonable attorney's fees, incurred by them in any such action or proceeding in which Mortgagee may appear.

1.11 Actions by Mortgagee to Preserve Premises. Following an Event of Default by Mortgagor under any of the Loan Instruments, Mortgagee, in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general

powers), Mortgagee shall have and are hereby given the right, but not the obligation, (i) to enter upon and take possession of the Premises; (ii) to make additions, alterations, repairs and improvements to the Premises which they or either of them may reasonably consider necessary or proper to keep the Premises in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either may reasonably affect the security of this Mortgage or be prior or superior hereto; and (v) in exercising such powers, to pay necessary reasonable expenses, including employment of counsel or other necessary or desirable consultants. Mortgagor shall, promptly upon demand therefor by Mortgagee, pay all reasonable costs and expenses, including employment of counsel or other necessary or desirable consultant. Mortgagor shall, promptly upon demand therefor by Mortgagee, pay all out-of-pocket costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and reasonable attorney's fees.

1.12 Survival of Warranties. To fully and faithfully satisfy and perform the obligations of Mortgagor contained in the Mortgagor's loan application, if any, and Mortgagee's loan commitment, if any, and any such application and commitment between Mortgagor and any assignee of Mortgagee, and each agreement of Mortgagor incorporated by reference therein or herein, and any modification or amendment thereof, all representations, warranties and covenants of Mortgagor contained therein or incorporated by reference shall survive the closing and funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

1.13 Eminent Domain. That should the Premises, or any material part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) Mortgagee shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceedings. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage following written notice to Mortgagor. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

(b) In the event any portion of the Premises is so taken or damaged, Mortgagee shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all out-of-pocket costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including reasonable attorney's fees, incurred by it in connection with such Proceeds, to any indebtedness secured hereby and in such order as Mortgagee may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Premises upon such

conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.14 Additional Security. That in the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.15 Successors and Assigns. That this Mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Mortgagee" shall mean the owner and holder of the Note, whether or not named as Mortgagee herein.

1.16 Inspections. That Mortgagee, or its agents, representatives or workmen, are authorized to enter at any reasonable time, upon reasonable notice to Mortgagor, on or upon any part of the Premises for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

1.17 Liens. To pay and promptly discharge, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed, or otherwise giving security for such claim, or in such manner as is or may be prescribed by law at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgagor's interest in the Premises, or any part thereof or interest therein. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed, or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. All sums advanced by Mortgagee to protect the Premises shall bear interest at the Default Rate. Mortgagor's leasing, subleasing, licensing or sublicensing of the Premises or a part thereof, in Mortgagor's ordinary course of business shall not be considered a lien or encumbrances under this Agreement.

1.18 Mortgagee's Power. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Mortgage upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Mortgagee may, from time to time and without notice, (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed, at any time at Mortgagee's option, any parcel, portion or all of the Premises, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with creditors in relation thereto.

1.19 Financial Statements. Mortgagor will cause to be delivered to Mortgagee as soon as practicable, but in any event within one-hundred twenty (120) days after the close of each operating year of Mortgagor, an annual financial statement, in form satisfactory to Mortgagee.

1.20 Tradenames. At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the tradenames under which Mortgagor intends to operate the Premises, and representing and warranting that Mortgagor does business under no other tradenames with respect to the Premises. Mortgagor shall immediately notify Mortgagee in writing of any change in said tradenames, and will, upon request of Mortgagee, execute any additional financing statements and other certificates revised to reflect the change in tradename.

1.21 Hazardous Substances. Mortgagor warrants that, to the best of Mortgagor's knowledge, the Property is in compliance with all federal (including, without limitation, the Resource Conservation and Recovery Act), state, and local environmental laws pertaining to air and water pollution control and to hazardous substances (including, without limitation, toxic substances, flammable substances, explosives, radioactive materials, hazardous wastes, pollutants, pollution, polychlorinated biplenyls, asbestos, friable asbestos, and related materials, and any material defined as hazardous under applicable federal, state, or local environmental laws) or governing the use, storage, treatment, transportation, manufacture, refinement, handling, or production of such hazardous substances; and Mortgagor covenants that the Property shall remain at all times in compliance with said environmental laws now existing or hereafter enacted during the term of this Mortgage. Without limiting the generality of the foregoing, Mortgagor:

(a) Represents that Mortgagor has not, and to the best of Mortgagor's actual knowledge, no prior owner or current or prior tenant or other occupant of all or part of the Property has, used such hazardous substances on, from, or affecting the Property in any manner which violates any such environmental laws, materially diminishes the value of the Property, would allow any public authority to take any adverse action under said environmental laws, or causes or creates any liens on the Property, and that, to the best of Mortgagor's knowledge, no such hazardous substances have been disposed of, or are located, on the Property; and

(b) Covenants that Mortgagor shall indemnify and hold Mortgagee harmless from all

(i) claims (by any person, entity, or public authority), causes of action, fines, penalties, damages (including, without limitation, reasonable attorney's fees), loss, and expense (including, without limitation, cost of cleanup, containment, or removal of hazardous substances), whether the foregoing are foreseeable or unforeseeable, and

(ii) liens which are asserted against the Property, as a result of said environmental laws, or alleged or proven violations thereof, in respect to the Property, occurring or existing while Mortgagor has or had any interest in the Property, irrespective of whether caused by Mortgagor and irrespective of whether Mortgagor has knowledge thereof on the date of this Mortgage or during the term of this Mortgage; and the obligations of Mortgagor under this subparagraph (b) shall survive irrespective of any transfer by Mortgagor of any interest in the Property, and shall survive foreclosure of this Mortgage or a conveyance in lieu of such foreclosure.

ARTICLE II
ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.01 Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues and profits of the Premises, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, after the occurrence of an Event of Default hereunder, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than one (1) year in advance) prior to or at any time there is not an Event of Default under any of the Loan Instruments. The assignment of the rents, issues and profits of the Premises in this Article II is intended to be an absolute assignment from Mortgagor to Mortgagee contingent only upon the occurrence of an Event of Default under any part of the Loan Instruments and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Mortgagor to Mortgagee contingent only upon the occurrence of an Event of Default under any of the Loan Instruments.

2.02 Collection Upon Default. Upon any Event of Default under any of the Loan Instruments, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Premises, or any part thereof; in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid; and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Premises, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

ARTICLE III
SECURITY AGREEMENT

3.01 Creation of Security Interest. Mortgagor hereby grants to Mortgagee a security interest in all tangible personal property (the "Personal Property") owned by Mortgagor, and now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to:

(a) All equipment and fixtures (whether or not so attached to the realty as to become a part thereof) and all other tangible personal property of every kind and character owned by Mortgagor now or at any time hereafter located in or on the Improvements or used in connection therewith, together with all substitutions, additions, and accessions to any and all of the foregoing, and exchanges and replacements of any and all of the foregoing;

(b) All building materials owned by Mortgagor now or hereafter located on the Property, prior to incorporation of said building materials in the Improvements;

(c) All plans and specifications owned by Mortgagor related to the Property and the Improvements;

(d) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles, and benefits whether arising under any leases or tenancies now existing or hereafter created on the Property and the Improvements, or otherwise;

(e) All leases and subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all rights and interests thereunder, including without limitation, all cash or security deposits, advance rentals, guarantees and deposits of similar nature;

(f) All judgments, awards of damages, and settlements hereafter made to Mortgagor as a result of or in lieu of any taking of the Property and Improvements, or any part thereof or interest therein under the power of eminent domain, or for any damage (whether cause by such taking or otherwise) to the Property or the Improvements or any part thereof or interest therein, including any award for change of grade of streets;

(g) All proceeds of hazard or other insurance policies payable to Mortgagor maintained with respect to any Personal Property described in subparagraphs (a) and (b) above or with respect to the Improvements (whether or not Mortgagee is loss payee thereof); and

(h) All proceeds of any and all of the foregoing collateral. (Although proceeds are covered, Mortgagee does not authorize the sale or other transfer of any of the collateral or the transfer of any interest in the collateral);

all for the purpose of securing all obligations of Mortgagor contained in any of the Loan Instruments.

3.02 Warranties, Representations and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby, Mortgagor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Mortgagor will notify Mortgagee of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Mortgagor will not lease, sell, convey or in any manner transfer the Personal Property, except in the normal course of business, without the prior written consent of Mortgagee, which consent shall not unreasonably be withheld.

(c) The Personal Property is not used or bought for personal, family or household purposes.

(d) The Personal Property will be kept on or at the Property and Mortgagor will not remove the Personal Property from the Property without the prior written consent of Mortgagee, except (i) in the ordinary course of business and (ii) such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.

(e) Mortgagor maintains a place of business in the State of Tennessee and Mortgagor will immediately notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage.

(f) At the request of Mortgagee, Mortgagor will join Mortgagee in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Codes of Delaware and/or Iowa in form satisfactory to Mortgagee, and will pay the cost of filing same in all public offices wherever filing is reasonably deemed by Mortgagee to be necessary or desirable.

(g) All covenants and obligations of Mortgagor contained herein relating to the Premises shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

(h) This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code of Iowa.

ARTICLE IV
REMEDIES UPON DEFAULT

4.01 Events of Default. Any of the following events shall be deemed an "Event of Default" hereunder:

(a) Default shall be made in the payment of any installment of principal or interest within fifteen (15) days of when due under any of the Loan Instruments; or

(b) Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or of all or any part of the Premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortgagor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Mortgagor or of all or any part of the Premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Mortgagor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Premises, or any judgment involving monetary damages shall be entered against Mortgagor which shall become a lien on the Premises or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments or any part thereof, and such breach shall not be cured within thirty (30) days after written notice thereof to Mortgagor;

(f) If all or any part of the Property or any interest therein is sold, transferred or further encumbered by Mortgagor except for the granting of leasehold estates in the normal course of business without Mortgagee's prior written consent, Mortgagee may, at its sole option, declare all sums secured by this Mortgage to be immediately due and payable;

(g) Any change in the ownership of more than fifty-one percent (51%) of the ownership of the voting shares of Mortgagor without the prior written consent of Mortgagee;

(h) If Mortgagor enters into any interest rate swap agreements or other derivative transactions without Mortgagee's prior written consent unless such interest rate swap agreements are with Mortgagor's other lenders who hold other collateral of the Mortgagor.

4.02 Acceleration Upon Default, Additional Remedies. In the event of any Event of Default hereunder, Mortgagee may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Mortgagee may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Premises, or any part thereof, in its own name or in the name of Mortgagee, and do any acts which it deems reasonably necessary or desirable to preserve the value, marketability or rentability of the Premises, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Premises, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply

the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, all in such order as Mortgagee may determine. The entering upon and taking possession of the Premises, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Premises or the collection, receipt and application of rents, issues or profits, Mortgagee or Mortgagee shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Mortgage as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Exercise any or all of the remedies available to a secured party under the Iowa Uniform Commercial Code, including, but not limited to:

(i) Either personally or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect to the Personal Property or any part thereof. In the event Mortgagee demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Instruments, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee;

(ii) Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Personal Property, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

(iii) Require Mortgagor to assemble the Personal Property, or any portion thereof, at a place designated by Mortgagee and reasonably convenient to both parties, and promptly to deliver such Personal Property to Mortgagee, or an agent or representative designated by it. Mortgagee, and its agents and representatives, shall have the right to enter upon any or all of Mortgagor's premises and property to exercise Mortgagee's rights hereunder;

(iv) Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Mortgagee may determine in a commercially reasonable manner in accordance with the Iowa Uniform Commercial Code. Mortgagee may be a purchaser at any such sale;

(v) Sell, lease or otherwise dispose of the Personal Property through the Mortgagee, at Mortgagee's option, pursuant to the laws of the State of Iowa;

(vi) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be mailed to Mortgagor at the address set forth at the beginning of this Mortgage.

(d) Deliver to Mortgagee a written declaration of default and demand for sale, and a written notice of default and election to cause Mortgagor's interest in the Premises to be sold.

4.03 Right of Lender to Enter and Take Possession.

(a) If any Event of Default shall have occurred and be continuing, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Premises and if, and to the extent, permitted by law, the Mortgagee may enter and take possession of the Premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its right pursuant to this subparagraph (a), Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Premises.

(b) For the purpose of carrying out the provisions of this paragraph 4.03, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the Premises.

(c) Whenever all such defaults have been cured and satisfied, the Mortgagee shall surrender possession of the Premises to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to subparagraph 4.03(a) shall exist if any subsequent default shall occur and be continuing.

4.04 Appointment of a Receiver and Foreclosure.

(a) At any time during the existence of an Event of Default, Mortgagee at Mortgagee's option, may declare the indebtedness evidenced by the Note to be immediately due and payable without further demand, and may foreclose this Mortgage by judicial proceeding and may invoke any one or more other remedies permitted by applicable law or provided in this Mortgage or any other Loan Document.

(b) Foreclosure and Application of Proceeds. All expenses which may be paid or incurred by or on behalf of Mortgagee in connection with the foreclosure of this Mortgage for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and cost of procuring all title searches, policies and examinations and similar data and assurances with respect to title as Mortgagee reasonably may deem necessary to prosecute such suit shall constitute advancements, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate, allowed and included as Indebtedness in the judgment for sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order or priority: First, on account of all Advancements incident to the foreclosure proceedings and all Costs; second, all other items which under the terms of this Mortgage constitute Indebtedness additional to the Primary Debt; third, all principal, interest and other amounts remaining unpaid on the Primary Debt; and fourth, any remainder to the person or persons entitled thereto as determined by the court in the foreclosure proceedings.

(c) Foreclosure Proceedings and Receiver. Upon the commencement of any proceedings to foreclose this Mortgage, Mortgagee shall be entitled forthwith to the appointment of a receiver or receivers, as a matter of right, without the giving of notice to any other party, without regard to the adequacy or inadequacy of any security for the Indebtedness and without the requirement of any bond. Mortgagee shall be entitled to recover judgment either before or after or during the pendency of any proceedings for the enforcement of this Mortgage. The right of Mortgagee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of this Mortgage, or the foreclosure of the lien of this Mortgage.

(d) Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Premises, and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to the Premises by reason of such foreclosure.

4.05 Redemption Period. Mortgagor represents to Mortgagee that the Premises will be used solely for the purpose of carrying on a business or commercial enterprise (not including agriculture), and not for agricultural purposes or as Mortgagor's residence. If (i) the Land is less than 10 acres in size, and (ii) the court finds affirmatively that the Premises has been abandoned by Mortgagor and those persons personally liable under the Note, and (iii) Mortgagee waives any right to a deficiency judgment against Mortgagor or Mortgagor's successor in interest in the foreclosure action, then the period of redemption shall be reduced to 60 days. The provisions of this Section shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the 1975 Code of Iowa.

4.06 Waiver of Dower, Homestead and Distributive Share. Mortgagor relinquishes all right of dower and waives all right of homestead and distributive share in and to the Premises. Mortgagor waives any right of exemption as to the Premises.

4.07 Discontinuance of Proceedings and Restoration of the Parties. In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then and in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

4.08 Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

4.09 Notice. Mortgagee agrees to provide written notice to Mortgagor at the address set forth in Section 5.04 of this Mortgage of any default of sale hereunder in accordance with applicable law.

ARTICLE V
MISCELLANEOUS

5.01 Governing Law. This Mortgage shall be governed by the laws of the State in which the Premises is located. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments and are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.02 Mortgagor Waiver of Rights. Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisement before sale of any portion of the Premises, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made by collecting said debt. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for an appraisement, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Premises, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created, whether such rights are statutory, common law or otherwise. If any law referred to in this Section and now in force, of which Mortgagor, Mortgagor's heirs, devisees, representatives, successors and

assigns or other person might take advantage despite this Section shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. Mortgagor expressly waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of Iowa pertaining to the rights and remedies of sureties.

5.03 Satisfaction of Indebtedness. At such time as all indebtedness secured by this Mortgage has been paid in full and all obligations of Mortgagor under the Loan Instruments have been performed, Mortgagee agrees to execute a release of lien or other such instrument necessary to evidence the cancellation of this Mortgage.

5.04 Notices. Whenever Mortgagee or Mortgagor shall desire to give or serve any notice, demand, request or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Mortgage. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

5.05 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

5.06 Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Premises, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

5.07 Subrogation. To the extent that proceeds of the Note are advanced to pay any outstanding lien, charge or prior encumbrance against the Premises, such proceeds have been or will be advanced by Mortgagee at Mortgagor's request and Mortgagee shall be subrogated to any and all rights and liens owed by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.08 Gender and Number. As used herein, the singular number shall include the plural and vice versa and the use of any gender shall be applicable to all genders.

5.09 Attornment of Tenant. Notwithstanding Mortgagee's remedies in the Event of Default pursuant to Article IV, the sale or transfer of the Premises by the Mortgagee, its successor or assigns, shall be subject to any tenant of the Premises' right of first offer and /or right to attorn and be recognized by the Mortgagee or any successor in interest from the sale or transfer of the Premises, pursuant to the terms of any such tenant's lease with the Mortgagor for property on part or all of the Premises. In addition, in the event of foreclosure and the assignment of Mortgagor's right in the

Collateral to Mortgagee, its successors or assigns, Mortgagee agrees, or shall cause its successors or assigns to agree, to be bound by the terms and provisions of the lease subject to the foreclosure.

ARTICLE VI.

6.1 Notice. Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or sent by United States Certified Mail, postage prepaid, to the parties being given such notice at the following addresses:

TO MORTGAGEE:	Iberiabank, fsb 7465 Poplar Avenue Germantown, Tennessee 38138 Attn: David Warlick
COPY TO:	J. William Pierce, Jr. Glankler Brown, PLLC 6000 Poplar Avenue, Suite 100 Memphis, Tennessee 38119
TO MORTGAGOR:	TV6-W, LLC 4091 Viscount Avenue Memphis, Tennessee 38118 Attn: William E. Orgel

Any party may change said address by giving the other parties hereto notice of such change of address. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice.

ARTICLE VII.

7.1 Security Agreement. This instrument also creates a security interest in favor of the Mortgagee and Mortgagor hereby grants a security interest to Mortgagee in all personal property and fixtures heretofore described.

7.2 Choice of Law. This Mortgage shall be governed by the laws of the State of Iowa.

7.3 Binding Effect. This Mortgage shall be binding upon and inure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, successors and assigns.

7.4 Release. Upon payment of the Note, Mortgagee shall release this Mortgage.

7.5 **WAIVER OF TRIAL BY JURY. MORTGAGOR AND MORTGAGEE EACH (A) COVENENTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP**

BETWEEN THE PARTIES AS MORTGAGOR AND MORTGAGEE THAT IS TRIABLE OF THE RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

7.6 Acknowledgement and Receipt. Mortgagor acknowledges receipt of a copy of this Mortgage, the Note and the other Loan Documents.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Mortgage on the day and year first above written.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS INSTRUMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

"Mortgagor":

TV6-W, LLC,
a Delaware limited liability company

By: _____

Name: William E. Orgel

Title: President

STATE OF TENNESSEE)
) ss.
COUNTY OF SHELBY)

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named William E. Orgel, to me personally well known, who stated he was President of TV6-W, LLC, a limited liability company organized under the laws of the State of Delaware and he stated he was duly authorized in his capacity to execute the foregoing instrument for and in the name of said limited liability company, and further stated and acknowledged he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of November, 2009.

Patricia Ann Blackwell
Notary Public
My Commission Expires: **My Commission Expires: October 15, 2013**

PATRICIA ANN BLACKWELL
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

ND: 4833-4257-9204, v. 1

EXHIBIT A
PROPERTY DESCRIPTION

Part of the South Half of the Northeast Quarter of Section 33, Township 89 North, Range 5, West of the 5th PM, Delaware County, Iowa, more particularly described as follows: Commencing as a point of reference at the Southwest corner of the Northeast 1/4 of said Section 33, thence North 1°52'44" East 231.90 feet along the West line of the Northeast 1/4 of said Section 33, thence North 88°07'12" East 1373.37 feet to a point on the Northeasterly rightof-way line of Delhi Road and the point of beginning, thence North 03°20'04" East 251.28 feet, thence south 82°41'01" East 304.70 feet, thence South 10°09'50" West 276.02 feet to the said Northeasterly rightof-way line of Delhi Road; thence North 77°27'34" West 274.88 feet along the said Northeasterly rightof-way line of Delhi Road to the point of beginning This parcel contains 76,065 square feet, more or less. (For purposes of this description, all bearings are based on true North)