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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

MORTGAGE
Recorder's Cover Sheet

Preparer Information: James J. Brault, Esq., Rogin Nassau LLC, CityPlace I, 22nd Floor, Hartford, Connecticut 06103; Phone #: 860-278-7480

Taxpayer Information: C & G Partnership, LLP, 1395 John Fitch Boulevard, South Windsor, Connecticut 06074

Return Document To: Toma Brown, Rogin Nassau LLC, CityPlace I, 22nd Floor, Hartford, Connecticut 06103

Grantors: C & G Partnership, LLP
1395 John Fitch Boulevard
South Windsor, CT 06074

Grantees: TD Bank, N.A.
2461 Main Street
Glastonbury, CT 06033

Legal Description: See Attached Schedule "A". **ON PAGE #29**

#184.00

CONSTRUCTION TO PERMANENT MORTGAGE

This is a purchase money mortgage.

C & G PARTNERSHIP, LLP, an Iowa limited liability partnership with a place of business at 1395 John Fitch Boulevard, South Windsor, Connecticut 06074, hereinafter called "Mortgagor", for the consideration of one dollar and other valuable considerations received to Mortgagor's full satisfaction of **TD BANK, N.A.,** a national association with a place of business at 2461 Main Street Glastonbury, Connecticut 06033 hereinafter called "Mortgagee", does give, grant, bargain, sell and confirm unto Mortgagee and unto Mortgagee's administrators successors and assigns forever, and grants a security interest to Mortgagee in the following described property:

(A) All those certain pieces or parcels of land, together with the buildings and improvements now or hereafter situated thereon, situated in Dyersville, Iowa, bounded and described as set forth on Schedule A attached (the "Realty"); Together with

(B) All right, title and interest of Mortgagor in and to the land lying in the streets, roads and rights of way, public or private, in front of and adjoining any part of said Realty; and all rights of ingress, egress, loading and/or unloading and the like, and all parking rights pertaining thereto, whether or not described on said Schedule A; Together with

(C) All right, title and interest of Mortgagor in and to the appurtenances to any part of said Realty whether or not described on said Schedule A; Together with

(D) All right, title and interest of Mortgagor in and to fixtures, machining equipment, apparatus, fittings and articles of personal property now or at any time hereafter attached to, stored upon or used in any way in connection with the use, operation and occupation of any part of said Realty, as well as those of the foregoing which shall hereafter be installed therein or in any building or buildings hereafter to be erected on said Realty or any part thereof including without limitation, furnaces, oil burners and other heating equipment, all sinks, tubs, lavatories and other plumbing equipment, lighting, laundry, incinerating and power equipment, engines, pipes, fans, pumps, tanks, boilers, motors, generators, conduits, switchboards, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, incinerating, ventilating, communications apparatus, air cooling and air conditioning apparatus, water heating equipment, elevators, escalators, shades, awnings, screens, storm doors, windows, attached cabinets, partitions, ducts and compressors and appliances, fixtures, appurtenances thereto (hereinafter referred to as "Service Equipment"), and all renewals or replacements of said items or any of them, or any substitutions for or additions to any of said items, all of which are hereby declared to be fixtures and an accession to the freehold and a part of the Realty, and are covered by this Mortgage (the "Fixtures"). If the lien of this Mortgage on any of said Fixtures be subject to a conditional Bill of Sale or Chattel Mortgage or other Security Agreement covering such Fixtures, then in the event of any default in this Mortgage all the right, title and interest of Mortgagor, in and to any and all such Fixtures is hereby assigned to Mortgagee, together

with the benefits of any deposits or payments now or hereafter made thereon by Mortgagor or the predecessors or successors in title of Mortgagor in any part of the mortgaged Realty; Together with

(E) All right, title and interest of Mortgagor in and to all and singular the buildings, improvements, ways, trees, waters, water courses, riparian and littoral rights, liberties, privileges, tenements, hereditaments and appurtenances belonging to or in anywise appertaining to any part of said Realty whether or not described in said Schedule A.

(All of the foregoing items described in (A) - (E) above are hereinafter referred to collectively as the "Premises").

TO HAVE AND TO HOLD the above granted and bargained Premises unto Mortgagee, and unto Mortgagee's successors and assigns forever, to the proper use and behoof of Mortgagee and the successors and assigns of Mortgagee. And also, Mortgagor, does for Mortgagor and for the heirs, administrators, successors and assigns of Mortgagor, covenant with Mortgagee, and with the successors and assigns of Mortgagee, that at and until the ensealing of these presents, Mortgagor is well and truly seized of the Premises, as a good indefeasible Estate in fee simple, and has good right to bargain, sell and encumber the same in manner and form as above written, and that all of the same is free of all encumbrances whatsoever, except as specifically set forth on said Schedule A.

AND FURTHERMORE, Mortgagor does by these presents bind Mortgagor and the heirs, administrators, successors and assigns of Mortgagor, forever, to warrant and defend the above granted and bargained Premises to Mortgagee, and the successors and assigns of Mortgagee, against all claims and demands whatsoever.

THE CONDITION OF THIS MORTGAGE IS SUCH THAT

WHEREAS, buildings or improvements on the Premises are in the process of construction and/or repair and/or are to be erected or repaired; and

WHEREAS, Mortgagor has requested that Mortgagee loan the sum of up to $4,500,000 to Mortgagor (the "Construction Loan"), the proceeds be used by Mortgagor to discharge existing debt of the Mortgagor to the Mortgagee and to American Trust & Bank (the "Existing Debt") and to construct a 52,000 square foot building (the "Project") located on the Premises, in accordance with any and all surveys, site plans, working drawings and specifications (hereinafter collectively referred to as the "Plans and Specifications"), approved and/or to be approved by Mortgagee and Mortgagee has agreed to make said loan upon the terms and subject to the conditions set forth in this Mortgage. For the sole benefit of Mortgagee and without in any way imposing any obligation upon anyone except for Mortgagee's benefit, it is expressly agreed by Mortgagor that all advancements made and/or to be made hereunder are and will be in trust for the express and sole purpose of discharging the Existing Debt and paying for services and materials used and to be used in completing the Project as herein provided (and no other party shall be entitled to rely on Mortgagor's failure to so hold the advancements made and/or to be made hereunder) and no attachment, garnishment, assignment or

voluntary or involuntary transfer of the right to receive said Construction Loan or any part thereof shall have any effect or bind Mortgagee unless consented to in writing by Mortgagee; and

WHEREAS, Mortgagee has agreed to make that portion of the Construction Loan not being used to discharge the Existing Debt to be paid over to Mortgagor in installments as the work progresses, the time and amount of each advancement to be at the sole discretion and upon the estimate of Mortgagee; and

WHEREAS, Mortgagor agrees to complete the Project to the satisfaction of Mortgagee within a reasonable time after the date hereof, or at the latest within twelve (12) months after the date hereof; and

WHEREAS, in consideration thereof and to evidence said Construction Loan, a promissory note of even date herewith has been executed and delivered by Mortgagor to Mortgagee, a copy of which is set forth on Schedule B which is attached hereto and made a part hereof (as the same may be amended and/or restated from time to time, the "Note"); and

WHEREAS, TO INDUCE MORTGAGEE TO MAKE THE CONSTRUCTION LOAN, MORTGAGOR HAS AND DOES HEREBY WARRANT, COVENANT AND REPRESENT AS FOLLOWS:

I. ZONING, ETC.

(A) The use by Mortgagor of the Premises for the operation of a building that contains warehouse, industrial and office space, complies and will (so long as any part of the debt secured by this Mortgage remains unpaid) comply with all zoning, building, subdivision and other laws, ordinances and regulations relating to the use of the Premises, and all permits and approvals required for the operation of the Premises and the use of the Premises by Mortgagor with respect to the same, have been and will (so long as any part of the debt secured by this Mortgage remains unpaid) be validly acquired and are and will continue to be valid and subsisting; and

(B) All of the improvements on or within the Premises have been and will be erected, constructed and equipped in accordance with all applicable laws, ordinances and governmental regulations affecting the Premises; and

II. PRIOR ENCUMBRANCES. The only encumbrances affecting the Premises, or any part thereof, which are prior in right to this Mortgage are listed in Schedule A attached hereto. None of said encumbrances or the debts, if any, secured thereby are in default as of the date hereof and Mortgagor will indemnify Mortgagee against any and all loss, cost, liability and expense that Mortgagee may incur as a result of the existence of said encumbrances; and

III. CONDITIONS PRECEDENT.

(A) Conditions Precedent to First Advance. Any and all advances made under the Construction Loan are referred to herein as "Advances". The first Advance (the "First Advance") shall not be made until all of the following conditions precedent have been fully satisfied:

(a) Title to the Premises shall be free and clear of all liens, claims and/or encumbrances of any nature except as set forth on Schedule A attached hereto.

(b) Mortgagee shall have received copies of all executed licenses, permits, approvals, consents, authorizations, instruments, operating agreements and the like required in connection with the Project, in form and substance satisfactory to Mortgagee and its counsel.

(c) No action shall have been commenced, or threatened against Mortgagor, any of its tenants or the Premises.

(d) No material adverse change in the assets, liabilities, operations or financial condition of any of the Mortgagor, its tenants, or to the viability of the Project shall have occurred.

(e) Mortgagee shall have received Mortgagee's Inspector's fees and counsel fees payable at the closing hereof and thereafter from time to time.

(f) [Intentionally Omitted]

(g) Mortgagee shall have received an opinion of Mortgagor's counsel, in form and substance as is satisfactory to Mortgagee and its counsel.

(h) Mortgagee shall have received the insurance policies required by Section 2 hereof accompanied by evidence of the payment of the premiums therefor.

(i) Mortgagee shall have received a paid title insurance policy issued by Title Guaranty, a division of the Iowa Finance Authority (the "Title Insurer") in such amount as Mortgagee shall require, insuring the Mortgage to be a valid first mortgage of the Premises, free and clear of all defects and encumbrances except as set forth on Schedule A and which shall contain such endorsements as Mortgagee and its counsel shall require.

(j) As of the date of the request for the First Advance, all representations and warranties made herein and in the Loan Agreement (as defined in Section 15(O) below) shall be true and correct as though made on and as of such day, there shall have occurred no Event of Default under this Mortgage or under the Loan Agreement and no state of facts shall exist which, with or without notice and/or lapse of time, would constitute an Event of Default hereunder or under the Loan Agreement.

(k) The existing Improvements upon the Premises shall not have been injured or damaged by fire or other casualty.

(l) Mortgagee shall have received UCC searches of Mortgagor showing no liens, claims or encumbrances of any nature except in favor of Mortgagee.

(m) Mortgagor shall have executed and delivered to Mortgagee, in form and substance acceptable to Mortgagee, the following assignments (the "Assignments") relating to such of the following as are in existence on the date of the First Advance:

1. A collateral assignment of all contracts, agreements, purchase orders, studies, plans, specifications, drawings, designs and the like respecting the construction, operation and/or maintenance of the Project (collectively, the "Contracts") which Mortgagor has previously entered into and/or may hereafter enter into with architects, engineers, contractors, sub-contractors and/or materialmen (the "Contractors"). Said assignment shall be accompanied by a consent and agreement to assignment executed by each of the Contractors.

2. A collateral assignment of all of the warranties, guaranties, bonds, licenses, permits, consents, approvals, building permits, certificates of occupancy and governmental consents and authorizations (collectively, the "Rights") which Mortgagor may now and hereafter hold or possess respecting the construction and/or operation of the Project and/or the Premises.

(B) Conditions Precedent to Subsequent Advances: No Advances subsequent to the First Advance shall be made until the following have been fully satisfied:

(a) Mortgagee shall have received and approved a budget for the construction of the entire Project complete in every detail with respect to all components of the Project (the "Project Budget").

(b) omitted

(c) Mortgagee shall have received a complete set of the final Plans and Specifications, which Plans and Specifications shall be subject to the prior written approval of Mortgagee and Mortgagee's Inspector. Any changes in the Plans and Specifications (each a "Change Order") which shall be in excess of $10,000 in the aggregate shall require the prior written approval of Mortgagee's Inspector and whenever the cost of Change Orders, in the aggregate, equals or exceeds $50,000.00, Inspector shall be required, each of which not to be unreasonably withheld or delayed.

(d) Mortgagee shall have received copies of all Contracts.

(e) Mortgagee shall have received copies of all authorizations, certificates and permits (including without limitation all building permits) required by any Governmental Authority for the construction and operation of the Project as contemplated by the Plans and Specifications (including any authorizations required with respect to applicable environmental protection regulations and/or laws) which are presently procurable, and a list and description of any bonds or other deposits required to be made in connection therewith, or otherwise in connection with the construction of the Project, and evidence of zoning and site plan approval and approval of the Plans and Specifications, all of which shall be in form and substance satisfactory to Mortgagee, its counsel and Mortgagee's Inspector.

(f) If requested by Mortgagee, Mortgagee shall have received a current title bring-down from the Title Insurer, which shall set forth a description of the Premises and a real estate tax report, and shall have attached thereto copies of all instruments which appear as exceptions in the report and shall state the status of the title to the abutting streets and roads.

(g) Mortgagee shall have received an original current property survey of the Premises, certified to Mortgagee, showing: (i) the placement of the improvements thereon and showing any subdivisions thereof or of the Premises, (ii) the location of the perimeter of the Premises by courses and distances, (iii) all easements and rights-of-way, (iv) the established building lines, (v) the lines of the streets abutting the Premises and the width thereof, (vi) that the Project and the anticipated use thereof materially comply with all applicable zoning ordinances, regulations (including but not limited to, riparian and environmental regulations) of any Governmental Authority and restrictive covenants affecting the Premises, (vii) encroachments, if any, upon or from the Premises and the extent thereof in feet and inches, (viii) any improvements upon the Premises, to the extent constructed, and the relation of such improvements and the Project to be constructed by distances to the perimeter of the Premises, the established building lines and the street lines, (ix) if the Premises are described as being on a filed map, a legend relating the survey to said map.

(h) Mortgagee shall have received certifications from all Contractors relating to work done and/or materials supplied to the Project having a value in excess of $100,000 stating: (i) the amount of each contract, (ii) that attached thereto is a true correct copy of such contract, (iii) that attached thereto is a waiver of mechanic's lien duly executed by such Contractor.

(i) Mortgagee shall have received all of the items required pursuant to Section V below together with such payoff letters, invoices and evidence of any payments to be reimbursed as may be required by Mortgagee and its counsel and other documentation as Mortgagee may reasonably request to support the amounts requested.

(j) Mortgagee shall have received the policies of insurance, including builder's risk coverage (full replacement value non-reporting form) and flood insurance if required under this Mortgage, accompanied by evidence of the payment of the premiums therefor.

(k) All Conditions Precedent to First Advance set forth in Section IV(A) above shall continue to be fulfilled.

V. DISBURSEMENTS. Without limiting in any way Mortgagee's discretion as to the time and amount of each advance, Mortgagee may:

(A) Refuse to make disbursements more frequently than once per month and may choose not to disburse unless:

(i) Such disbursement is within the Project Budget and the Loan is "in balance" as described in Subparagraph (G) below;

(ii) Subject to the provisions of Paragraph (D) below, the amount of each disbursement does not exceed the cost of construction work in place and other non-construction costs, expenses and fees actually paid or due and payable by Mortgagor for approved Project costs as of the date of the disbursement request (less the amount of Mortgagor's required equity and amounts previously disbursed);

(iii) The amount of the request for construction work in place has been confirmed and approved by Mortgagee's Inspector; and

(iv) No Event of Default or event or condition which with the passage of time or giving of notice, or both, might become an Event of Default hereunder has occurred or exists;

(B) Require that requests for disbursements shall be submitted by Mortgagor on forms reasonably satisfactory to Mortgagee and generally consisting of all of the following:

(i) A letter from Mortgagor requesting the amount of the particular disbursement and directing Mortgagee to disburse such amount in accordance with the terms of this Mortgage;

(ii) A completed (AIA) form of "Disbursement Request Summary" certified by Mortgagor;

(iii) A completed (AIA) form of "Sworn Statement and Application for Payment" certified by Mortgagor;

(iv) Certifications from Mortgagee's Inspector concerning such matters relating to the Project as Mortgagee may reasonably require;

(v) Certifications from the structural, mechanical and electrical engineers concerning such matters relating to the Project as Mortgagee may require;

(vi) Copies of invoices and other documents to support the amount of non-construction cost items contained in the request for disbursement;

(vii) A written confirmation from Title Insurer that no exceptions to title exist other than those previously approved in writing by Mortgagee and that the amount of the title insurance policy insuring this Mortgage will, upon the making of such disbursement, be increased by endorsement to the amount of the Construction Loan advanced to date plus the original principal amount of the Note; and promptly after the disbursement, a written confirmation of the existence of no such exceptions to title through the date of such disbursement; and

(viii) Lien waivers from each contractor, supplier and materialman for the full amount of each party's then current application for payment;

(C) Until otherwise elected by Mortgagee, require that disbursements of the Construction Loan to Mortgagor be made by crediting an account of Mortgagor at Mortgagee;

(D) omitted;

(E) omitted

(F) Refuse to make disbursements for materials not installed or incorporated into the Project; except that Mortgagee may, in its sole discretion, disburse for such materials if (i) they are stored on the Premises (or other premises of Mortgagor) or in a bonded warehouse, (ii) they are covered by adequate insurance, (iii) they are adequately protected against theft and damage, and (iv) Mortgagee's Inspector confirms the foregoing and recommends such disbursements;

(G) The Loan shall be deemed to be "in balance" only at such time, and from time to time, as Mortgagor has either (i) invested sufficient funds in the costs of the Project to assure Mortgagee, in its sole judgment, that the undisbursed portion of the Construction Loan is sufficient to complete the construction of the Project, install all appliances and fixtures, operate the Project and to pay all non-construction costs associated with the Project until the maturity date of the Note, or (ii) placed on deposit with the Mortgagee an amount of money which together with the undisbursed portion of the Construction Loan is sufficient, in the sole judgment of the Mortgagee to complete construction of the Project, install all appliances and fixtures, operate the Project, and pay all non-construction costs associated with the Project until the maturity date of the Note; and

VI. CERTAIN NEGATIVE COVENANTS. So long as any part of the debt secured hereby remains unpaid, Mortgagor will not:

(A) Use any of its funds (including both equity capital and all funds arising from borrowings) for any purpose other than payment of costs and expenses of developing the Project as described in Paragraph I above;

(B) Engage in any business other than said development of the Project and the leasing of the Premises;

(C) Incur any indebtedness for borrowed funds, other than to Mortgagee;

(D) Enter into any management or other contracts respecting any aspect of the operation, development or leasing of the Project (except for contracts for the construction of the Project per final plans approved by Mortgagee), ("Management Contracts"), without the prior written approval of Mortgagee. Mortgagor represents that as of the date hereof it is not a party to any Management Contract;

(E) Convey any interest, other than a leasehold interest, in, or grant any lien against, the Premises, except for this Mortgage and any other mortgage in favor of Mortgagee.

VII. CERTAIN AFFIRMATIVE COVENANTS. So long as any part of the debt secured hereby remains unpaid, Mortgagor will:

(A) Promptly obtain and deliver to Mortgagee, from time to time, at Mortgagee's request, (and prior to each Advance) absolute waivers of lien rights respecting the Premises duly executed by all contractors, sub-contractors, materialmen, architects, surveyors and engineers engaged in the construction on the Premises, together with such affidavits of an officer of Mortgagor respecting said waivers of lien as Mortgagee may request, together with such indemnities relating to lien rights as Title Insurer may require; and

(B) Promptly obtain and deliver to Mortgagee such plans, specifications, surveys, topographical surveys, site plans, certifications, building permits, sewer permits, special permits, and/or governmental approvals respecting the Premises and the Project as are required and as Mortgagee may reasonably request; and

VIII. ENVIRONMENTAL COMPLIANCE.

(A) There has been no "Spill" or "Release" as defined in Iowa Code §§ 455B.381 through 455B.399, as amended, "Release" (as defined in 42 U.S. Code Section 9601 et seq.), "Hazardous Waste" (as defined in Iowa Code § 455B.411, as amended), "Hazardous Substance" (as defined in 42 U.S. Code Section 9601 et seq.), or other environmental contamination (all collectively hereinafter referred to as "Environmental Violation") at or emanating from the Premises and there has been none of the foregoing at or from any real estate which has been included in the property description of the Premises.

(B) There are no underground storage tanks, whether in use or not, located at the Premises and there have been none at any time.

(C) Mortgagor is not a "Facility" (as defined in Iowa Code § 455B.442, as amended), has not operated a Facility on the Premises and there has been no Facility located on the Premises at any time.

(D) Mortgagor hereby represents that it has made due and diligent inquiry of the previous owners of the Premises and the individuals comprising the same. Mortgagor represents that it is not aware and has received no notice of any:

(i) oil, petroleum, chemical solids, liquids or gases or Hazardous Waste storage on the Premises at any time, except as required in connection with normal heating requirements for the Premises;

(ii) spillage, seepage or other types of contamination or damage from any of the products in (i) above, at the Premises or to any abutting real estate; and

(iii) notice of violation, inquiry or order resulting from complaints or property damage arising from or in connection with such Premises from the Iowa Department of Natural Resources; and

(E) If any lien or judgment shall be filed with respect to the Premises arising from an Environmental Violation, then the Mortgagor shall, within thirty (30) days from the date that the Mortgagor is given notice of such lien or judgment (or within such shorter period of time if any federal, state or local governmental agency has commenced steps to have the Premises sold), pay the claim and remove the lien from the Premises;

(F) In the event that a Spill or Release shall have occurred at the Premises, then at Mortgagee's option the Mortgagor shall obtain a policy of environmental liability insurance insuring the Premises in such amounts and with a carrier reasonably satisfactory to Mortgagee; and

(G) Whenever, pursuant to any such legal requirement, Mortgagor and/or any tenant or other occupant of the Premises is obligated to make any report to any governmental agency or receives any notice or order from any governmental agency, Mortgagor shall simultaneously deliver a copy of such document to Mortgagee;

(H) In addition to any and all other liability of Mortgagor to Mortgagee hereunder, Mortgagor shall indemnify the Mortgagee against any loss or damage that shall occur to Mortgagee as a result of the application of Iowa Code § 455B.392.

IX. PRIOR CONSTRUCTION. All construction, if any, heretofore performed with respect to the Project has been performed within the perimeter of the Premises in accordance with the Plans and Specifications as approved by the Mortgagee's Inspector in accordance with any restrictive covenants applicable thereto; there are no structural defects in the Project, no violation of any requirement of any federal, state and/or municipal governmental authority having jurisdiction of the

Premises and/or the Project exists with respect thereto and the anticipated use thereof complies with applicable zoning ordinances, regulations and restrictive covenants affecting the Premises and all requirements for such use have been satisfied; and

X. LIEN WAIVERS. Mortgagor shall deliver to Mortgagee waivers of lien rights executed by all architects, surveyors, engineers, subcontractors, contractors and/or materialmen respecting all construction that has been or will be performed on the Premises and all materials that have been or will be delivered to the Premises. Such lien waivers shall be in such form as is sufficient, in Mortgagee's opinion, to maintain the Mortgage as the first and only lien against the Premises, with absolute priority over any other possible lienor; and

XI. MORTGAGEE'S INSPECTOR. At Mortgagor's expense, the Mortgagee may retain, as its consultant, an independent architect, engineer and/or contractor (the "Mortgagee's Inspector"), to examine and approve the Plans and Specifications and all of the other construction documents and any changes, modifications or revisions thereto, make compliance inspections of the Project and render construction progress reports to the Mortgagee during the construction period. The Mortgagee's Inspector may also be requested by the Mortgagee, at Mortgagor's expense, to make tests and furnish expert advice or opinions with respect to:

(a) The adequacy or significance of test borings;

(b) Structural engineering issues;

(c) The status of work in process;

(d) Propriety and adequacy of mechanical equipment or installations;

(e) Compliance with any law, ordinance, statute or regulation applicable in any way to the Premises and the Project; and

(f) All other matters relating to the completion of the Project in conformance with those Plans and Specifications and the other construction documents.

Mortgagor shall provide Mortgagee's Inspector with proper facilities for inspection of the Project on behalf of the Mortgagee and shall afford full and free access to the Project and all plans, drawings and records thereof, to Mortgagee's Inspector and such other persons as may from time to time be designated, in writing, by the Mortgagee or Mortgagee's Inspector. Mortgagor shall, within five (5) business days after receiving notice from the Mortgagee or Mortgagee's Inspector proceed to correct any deficiencies in workmanship or materials or any work which fails to conform with the requirements of the Plans and Specifications. In the event of any dispute between Mortgagor and Mortgagee with respect to the interpretations of the Plans and Specifications or any of the other construction documents, the dispute shall be submitted to the Mortgagee's Inspector whose decision shall be binding. Any such inspections shall be solely for the benefit of the Mortgagee's Inspector,

and Mortgagor shall not be entitled to claim any loss or damage as a result either of such inspections or the failure to make the same; and

WHEREAS, MORTGAGOR HAS FURTHER COVENANTED AND DOES HEREBY FURTHER COVENANT WITH MORTGAGEE AS FOLLOWS:

1. PAYMENT AND PERFORMANCE. That Mortgagor will well and punctually pay or cause to be paid to Mortgagee or other owner or holder of the Note in accordance with the terms thereof, without offset, counterclaim or defense, the principal and interest and all other sums and charges which may become due under the Note and under this Mortgage as well as all sums which by the terms of the Note, this Mortgage, or by operation of law may be and are added to and become a part of the indebtedness secured hereby; and

2. INSURANCE. That Mortgagor will (i) provide such liability insurance coverage respecting the Premises as Mortgagee shall reasonably require naming Mortgagee as first mortgagee and an additional insured thereunder; (ii) keep all buildings, improvements and fixtures which are now or which may hereafter be part of the Premises, insured against loss or damage by fire and the risks embraced within the terms "extended coverage" and "All Risks Coverage" in "Builder's Risk-All Risk Completed Value Non-Reporting Form" and (iii) keep the motor vehicles used in its business insured; all in such amount or amounts as Mortgagee may reasonably require, but not less than the full replacement value thereof, and insured against such other hazards and risks as may be reasonably required by Mortgagee, in such amount or amounts (including, inter-alia, rent insurance in an amount satisfactory to Mortgagee) as may be reasonably required by Mortgagee, with such insurance companies as are reasonably acceptable to Mortgagee, and will deliver to Mortgagee evidence of such insurance in such form as Mortgagee shall require. If the Premises are located in an area designated by the Flood Disaster Protection Act of 1973 (P.L. 93-234) as having specific flood hazards, Mortgagor shall also furnish Mortgagee with flood insurance policies which conform to the requirements of said Flood Disaster Protection Act of 1973. The amounts of any such insurance coverages shall be in such minimum amounts that Mortgagor will not be deemed a co-insurer under applicable insurance laws, regulations, policies or practices. Renewals of such policies shall be so delivered at least ten (10) days before any such insurance shall expire. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may require Mortgagor to deposit with Mortgagee an amount to which Mortgagee estimates to be one-twelfth (1/12th) (or such greater proportion as the Mortgagee may reasonably require) of the annual insurance premiums for all the insurance described and/or required herein such that the Mortgagee shall have sufficient funds to pay such entire premiums at least one (1) month prior to their due date. Such deposits shall not bear interest. If the Mortgagee notifies the Mortgagor that the Premises are located in a flood zone designated by the Flood Disaster Protection Act of 1973 (P.L. 93-234), and the Mortgagor fails to obtain or maintain flood insurance coverage within thirty (30) days of notification, the Mortgagee may, at its option, procure the same in such amounts and from such insurer as Mortgagee may reasonably determine and the cost thereof together with interest thereon at the highest rate provided for in the Note per annum from the date of expenditure by Mortgagee to the date of repayment by Mortgagor to Mortgagee shall be repaid by Mortgagor to Mortgagee on demand and shall be part of

the indebtedness secured hereby. If Mortgagor shall fail to provide any non-flood insurance described herein or required hereunder, or shall fail to replace any of the same within ten (10) days after being notified that the insuring company is no longer approved by Mortgagee, or if any such insurance is cancelled or lapses without replacement, Mortgagee may, at its option, procure the same in such amounts as Mortgagee may reasonably determine and the cost thereof together with interest thereon at the highest rate provided for in the Note per annum from the date of expenditure by Mortgagee to the date of repayment by Mortgagor to Mortgagee shall be repaid by Mortgagor to Mortgagee on demand and shall be part of the indebtedness secured hereby.

All insurance policies required hereunder obtained by Mortgagor shall contain a standard "Union" Mortgagee Endorsement in favor of Mortgagee, and a provision that in no event shall such policies be cancelled, or not renewed (including for non-payment of premium) without at least thirty (30) days' prior written notice to Mortgagee.

Mortgagor may provide any insurance required hereunder under a blanket policy or policies insuring other properties owned by Mortgagor or its affiliates, provided that Mortgagee is provided with an endorsement to such blanket policy or policies specifically identifying the locations and activities to be insured hereunder. Mortgagor will not procure any policies of insurance respecting the Premises or any part thereof other than those delivered to Mortgagee hereunder endorsed as above stated.

Mortgagor hereby assigns to Mortgagee and grants to Mortgagee a security interest in any and all proceeds of such policies. Mortgagor hereby authorizes and directs each insurance company to pay all such proceeds directly and solely to Mortgagee and not to Mortgagor and Mortgagee jointly. Mortgagor authorizes and empowers Mortgagee to execute and endorse, during the existence of an Event of Default, in Mortgagor's name all proofs of loss, drafts, checks and any other documents or instruments necessary to accomplish such collection, and any persons making payments to Mortgagee under the terms of this Paragraph are hereby relieved absolutely from any obligation or responsibility to see to the application of any sums so paid.

With respect to claims of $250,000 or less, if no Event of Default (as defined herein) shall have occurred and be continuing, all proceeds shall be provided to Mortgagor to repair or replace the damaged Premises. With respect to claims under any such policies in excess of $250,000:

(i) Mortgagor shall notify Mortgagee immediately of any loss giving rise to such claim,

(ii) Mortgagor shall immediately file all proofs of claim with respect thereto, and

(iii) no settlement shall be entered into by Mortgagor without the consent of Mortgagee, in its discretion.

With respect to any insurance proceeds received during the existence of an Event of Default (as defined herein), and with respect to any insurance proceeds in excess of $250,000, all such insurance proceeds received by Mortgagee may, in Mortgagee's reasonable discretion, (i) be retained by Mortgagee for application to the payment of any of the principal, whether or not due, or interest under the Note as well as any expenses relating thereto as Mortgagee may determine, in its sole discretion or (ii) be readvanced for the purpose of replacing or restoring the Premises in a manner and on terms satisfactory to Mortgagee. Notwithstanding the foregoing, Mortgagee shall have no liability or obligation with respect to such insurance or the maintenance or adequacy thereof.

If Mortgagee chooses, in its sole discretion, to readvance the insurance proceeds to restore or replace the Premises, Mortgagee may advance such insurance proceeds as the work progresses and may require, as a condition to each advance, the submission of invoices and other documentation so as to justify the need for and amount of such advance. Any excess proceeds after such repairs or restorations are completed shall be retained by Mortgagee for application against the Note.

The indebtedness secured hereby shall continue to earn interest at the rate provided until the amount of any insurance proceeds shall have been actually received by Mortgagee and applied by Mortgagee to payment of the indebtedness and any reduction in such indebtedness resulting from the application by the Mortgagee of any such insurance proceeds shall be deemed to take effect only on the date of receipt by Mortgagee of current funds. The Mortgagor accepts, agrees and acknowledges that the Mortgagee may deduct from any disbursement of insurance proceeds its costs and expenses (including attorney's fees) incurred by Mortgagee in the collection and handling of such proceeds.

The insurance provisions set forth in this Section 2 are intended to govern (i) liability insurance coverage respecting the Premises and (ii) property/casualty insurance coverage with respect to the Premises and all buildings, improvements and fixtures which are now or which may hereafter be part of the Premises. Insurance terms with respect to personal property assets are set forth in the Loan Agreement (as hereinafter defined).

3. MAINTENANCE, REPAIR, ETC. Mortgagor shall keep and maintain the Service Equipment and all buildings and improvements now existing or hereafter constructed or erected on and forming a part of the Premises in good order and repair. Mortgagor shall neither permit nor perform any act which would in any way materially impair the value of the Premises, including without limitation permitting the Premises to become vacant or unguarded, and shall not remove any material portion of the Service Equipment (except in connection with the replacement of same), or materially remove, alter or demolish any building or improvement located or to be constructed on and forming a part of the Premises without the prior written consent of Mortgagee, and shall neither commit, suffer nor permit waste of the Premises or any part thereof. Mortgagor shall comply with all requirements of all federal, state and municipal laws, regulations and orders applicable or pertaining to the Premises or any part thereof, as to use, condition or otherwise affecting the value thereof, observe and comply with all conditions and requirements necessary to preserve and extend all rights, licenses, permits (including, but not limited to zoning variances and special exemptions and non-

conforming uses), privileges, franchises, concessions, redevelopment plans or other agreements which are applicable to or benefit the Premises or which have been granted to or contracted for by Mortgagor; and

4. DEMOLITION: COMPLIANCE WITH LAWS, ETC. That Mortgagor (i) will not remove or demolish any buildings now or hereafter a part of the Premises, unless Mortgagee shall first consent thereto in writing, (ii) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises or any part thereof, (iii) will not suffer or permit any violation thereof, and (iv) will not use or permit any part of the Premises to be used for any purpose forbidden by law; and

5. DAMAGE OR DESTRUCTION. That if all or any part of the Premises shall be destroyed or damaged at any time by fire or any other cause, Mortgagor covenants promptly to repair, rebuild, restore, renew and replace the same and to pay therefor regardless of whether or not such damage or destruction shall be covered by insurance.

6. TAXES. At Mortgagee's option after the occurrence and during the continuance of an Event of Default, the Mortgagee may collect from the Mortgagor as part of the Mortgagor's monthly payments under the Note an amount which Mortgagee estimates to be one-twelfth (1/12th) (or such greater proportion as the Mortgagee may reasonably require) of the annual real estate taxes and assessments for the Premises such that the Mortgagee shall have sufficient funds to pay such entire taxes and assessments at least one (1) month prior to their due date. Such deposits shall not bear interest; and

7. ASSIGNMENT OF RENTS, ETC. That the leases, agreements, rents, issues, and profits of the Premises or any part or parts thereof, and the proceeds of sale of the Premises or any part or parts thereof, are hereby specifically mortgaged, granted, pledged and assigned to Mortgagee as further security for the payment of the indebtedness which is secured by this Mortgage, it being the intention hereby to establish an absolute transfer and assignment of all such leases, agreements, rents, issues and profits. Upon any Event of Default (as hereinafter defined) or any event which with the giving of notice or passage of time would become an Event of Default hereunder, and without regard to the adequacy of the security hereof, Mortgagee as agent and attorney-in-fact of Mortgagor, coupled with an interest, or the then owner of the Premises, shall thereupon be clothed with and shall to the extent permitted by law possess all the powers, rights, remedies and authorities of Mortgagor and of the then owner of the Premises as the landlord of the Premises, with power to eject or dispossess tenants and with power to rent or lease all or any portion of the Premises, and with the power to enforce any contracts with respect to the Premises or any part thereof, including but not limited to contracts for sale of all or any portion of the Premises; and the then owner of the Premises shall, on demand, surrender possession of the Premises to Mortgagee and Mortgagee may enter upon the Premises and to the extent permitted by law, rent, lease, sell, or otherwise dispose of the same or any portion thereof on any terms approved by it, and may collect all the rents or proceeds of sale therefrom which are due or payable or to become due or payable and may apply the same, after payment of all charges and expenses, (including without limitation, the making of repairs, which in

its judgment may be necessary) on account of all indebtedness which is secured by this Mortgage. In the event that the then owner of the Premises is the occupant of any part of the Premises, such occupant agrees to surrender possession of the Premises or such part thereof as it occupies to Mortgagee immediately upon the occurrence of any Event of Default hereunder and, if such occupant is permitted to remain in possession, the possession shall be as tenant of Mortgagee, and such occupant agrees to pay monthly in advance to Mortgagee a reasonable rent for the Premises or portion thereof so occupied and, in default of so doing, such occupant may also be dispossessed by the usual summary proceedings or other available means. Mortgagor makes these covenants for Mortgagor and for any subsequent owner of the Premises. In the case of foreclosure and the appointment of a receiver of rents or proceeds of sale, the covenants herein contained shall inure to the benefit of such receiver. Notwithstanding the foregoing, for so long as there is no Event of Default, as such term is hereinafter defined, Mortgagor may receive, collect and enjoy the rents, income and profits from the Premises, as a trust fund for the payment of the Notes before using the same for any other purpose; and

8. PERFORMANCE FOR MORTGAGOR. If Mortgagor fails to pay any claim, lien or encumbrance on the Premises or any part thereof which shall have priority over this Mortgage (a "Claim"), or fails to pay any tax or assessment respecting the Premises (an "Assessment"), or fails to pay any insurance premiums respecting the Premises when due, or to fully perform any covenant hereunder, or if there shall be commenced any action or proceeding affecting the Premises or the title thereto, then Mortgagee, at its option, may (without waiving its rights to claim a default hereunder and/or to proceed accordingly) (a) pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, (b) perform any such unperformed covenant for the account of Mortgagor, (c) appear in any such action or proceeding and retain counsel therein, and/or (d) take such action therein as Mortgagee deems advisable; and for any of such purposes Mortgagee may pay such sums of money as it deems reasonably necessary. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this Paragraph, together with interest on each such advance at the highest rate provided for in the Notes per annum from the date of expenditure by Mortgagee to the date of repayment by Mortgagor to Mortgagee, and reasonable attorneys' fees, if any, incurred by Mortgagee, and all such sums and such interest shall be part of the indebtedness secured hereby. Notwithstanding the foregoing to the contrary, if Mortgagor shall in good faith contest any Claim or Assessment and establish an adequate reserve for the same in accordance with generally accepted accounting principles, then the Mortgagee's rights hereunder shall be suspended during the pendency of such contest; and

9. CONDEMNATION. Subject to the provisions of this Section 9, in the event that the Premises or any part thereof is taken under the power of eminent domain or by condemnation or like proceeding ("Taking") Mortgagee shall as a matter of right be entitled to the entire proceeds of the award arising from any Taking, which right to said proceeds is hereby assigned to Mortgagee. In the event of a Taking of substantially the entire Premises, the proceeds of the award arising therefrom shall be applied to the payment of interest and then to the payment of the rest of the indebtedness secured hereby, whether or not then due, and any excess shall be returned to Mortgagor. In the event of a Taking of only a portion of the Premises when there shall not be in existence an Event of

Default, the award is to be used first, to restore the damaged buildings in accordance with plans and specifications first submitted to and approved by Mortgagee if in the reasonable judgment of Mortgagee, such restoration is practicable, and provided further that such award is sufficient to cover the cost of restoration, or, if not, that Mortgagor first pays such cost of restoration in excess of the award, the proceeds of the award shall be paid over to Mortgagor in installments as the restoration progresses, the time and amount of each advancement to be at the reasonable discretion and upon the estimate of Mortgagee so that when all of said work on the Premises is completed to the satisfaction of Mortgagee the Mortgagee shall then pay over to Mortgagor out of the balance of such proceeds such amounts as may be required to complete said work and shall apply the remainder, if any, first to interest accrued and unpaid and then to the rest of the indebtedness secured hereby (whether or not then due), it being agreed that a sufficient amount of money from said proceeds may at all times, to the extent available, be retained by Mortgagee to pay for the completion of such restoration free from all mechanics' liens. If the amount of the award shall exceed the cost of such restoration, the surplus shall be applied upon the indebtedness secured hereby. If, in the reasonable judgment of the Mortgagee, it is not practicable to restore the Premises following a Taking of only a portion of the Premises, then the award shall be applied in the manner as it would had the Taking been of substantially all of the Premises.

Mortgagor shall be permitted to negotiate a settlement with the condemning authority in connection with the amount of the award to be paid by reason of the Taking of the Premises or any part thereof, provided, however, that unless the entire indebtedness secured by this Mortgage is actually to be paid in full out of such award, no agreement as to the amount of any such award shall become final or binding unless consented to in writing by Mortgagee, which consent shall not be unreasonably withheld or delayed, provided further that any award, whether paid as a result of a negotiated settlement or judgment shall be paid to Mortgagee, and Mortgagee is hereby appointed agent and attorney-in-fact, coupled with an interest for this purpose and as such is duly authorized and empowered to receive, receipt for, discharge and satisfy any such award and judgment, whether joint or several, on behalf of Mortgagor, which said receipt, discharge and satisfaction shall be as legally effective and binding as if given directly by Mortgagor.

The indebtedness secured hereby shall continue to earn interest at the rate provided until the amount of any award or payment resulting therefrom shall have been actually received by Mortgagee and applied by Mortgagee to payment of the indebtedness and any reduction in such indebtedness resulting from the application by the Mortgagee of any such award or payment shall be deemed to take effect only on the date of receipt by Mortgagee of current funds; and

10. ENVIRONMENTAL COMPLIANCE.

(A) Mortgagor shall comply and shall cause any and all tenants or other occupants of the Realty to comply, with all federal, state, and local environmental laws, regulations, ordinances, rules, standards, orders and agreements (collectively "Environmental Laws") applicable to the Realty and/or the operations conducted on the Realty, including, without limitation, all those Environmental Laws relating to a "Spill" (as such term is defined in Section 1 of Public Act 85-443),

"Release" (as defined in 42 U.S. Code 9601 et seq.), "Hazardous Waste" (as defined in Iowa Code § 455B.411, as amended), "Hazardous Substance" (as defined in 42 U.S. Code 9601 et seq.) or other environmental contamination on or emanating from the Realty. Whenever, pursuant to any such legal requirement, Mortgagor and/or any tenant or other occupant of the Realty is obligated to make any report to any governmental agency or receives any notice or order from any governmental agency, Mortgagor shall simultaneously deliver a copy of such document to Mortgagee.

(B) In addition to any and all other liability of Mortgagor to Mortgagee hereunder, Mortgagor shall indemnify the Mortgagee against any loss or damage that shall occur to Mortgagee as a result of the application of Iowa Code § 455B.392, to the Premises; and

11. ENVIRONMENTAL SITE ASSESSMENT. If at any time Mortgagee in its reasonable discretion believes that an Environmental Violation has occurred and/or upon the occurrence of an Event of Default, Mortgagee may conduct a Phase I Environmental Site Assessment of the Premises. Such Site Assessment shall be conducted by an environmental specialist selected by Mortgagee but shall be at the sole cost and expense of Mortgagor. In the event such Phase 1 Site Assessment reveals any condition or state of facts of reasonable concern to Mortgagee, or if such environmental specialist so reasonably recommends, then Mortgagee may, at its sole discretion, have a Phase 2 Environmental Site Assessment performed by an environmental specialist in all respects reasonably acceptable to Mortgagee in its discretion, but at the sole cost and expense of Mortgagor. In addition, Mortgagee may conduct such evaluations as Mortgagee shall reasonably require respecting the handling and/or disposition of any hazardous substances coming on to or originating upon the Premises, all at Mortgagor's sole cost and expense. Mortgagor shall promptly remediate any condition shown in any of the foregoing reports and/or assessments to the satisfaction of said environmental specialists so as to comply with all applicable laws, ordinances, rules and regulations. Additionally, Mortgagee shall be permitted to cause the remediation of any such environmental conditions, the costs and expenses of which shall be borne by Mortgagor; and

14. FINANCING STATEMENTS, ETC. Mortgagor will execute, acknowledge and deliver to Mortgagee from time to time, on demand, chattel mortgages, security agreements and financing statements and such other instruments as Mortgagee may require, in order to impose the lien hereof more specifically upon the Fixtures and the Service Equipment. Mortgagor agrees that no other chattel mortgage or other security agreement shall be filed with respect to such Fixtures or Service Equipment without the written consent of Mortgagee; and

15. EVENTS OF DEFAULT. An "Event of Default" hereunder shall mean any of the following:

(A) Failure of Mortgagor to timely pay or cause to be paid any installment of principal or interest due under the Note; or

(B) Failure by Mortgagor to pay any other sums secured hereby when due; or

(C) Failure of Mortgagor to perform or comply with any of the terms, covenants, conditions or provisions of this Mortgage or any document, instrument or agreement executed in connection herewith, or if any warranty or representation contained in any Paragraph hereof shall be or become untrue; or

(D) Failure of Mortgagor to keep, carry out and perform all of the terms, covenants, conditions and provisions of any mortgage, covenant, easement, license, agreement or other encumbrance affecting the Premises or any part thereof; or

(E) If Mortgagor fails to repay to Mortgagee on demand any sums together with interest thereon which Mortgagee may pay on any encumbrance on the Premises, or if suit is commenced to foreclose any such prior encumbrance; or

(F) If by order of a Court of competent jurisdiction, a receiver or liquidator or trustee of Mortgagor or any part of Mortgagor's property is appointed and is not discharged within sixty (60) days, or if by decree of a Court of competent jurisdiction, Mortgagor is adjudicated bankrupt or insolvent or any of its property is sequestered and such decree continues undischarged and unstayed for sixty (60) days after entry thereof, or a petition pursuant to the Federal Bankruptcy Code or any similar statute applicable to Mortgagor as now or hereafter in effect, is filed against Mortgagor and is not dismissed within sixty (60) days after such filing; or

(G) If Mortgagor files a voluntary petition in bankruptcy under any provision of any insolvency law (including but not limited to the Federal Bankruptcy Code) or consents or has consented to the filing of any bankruptcy petition against it under any such law; or

(H) If Mortgagor makes an assignment for the benefit of creditors or admits in writing its inability to pay debts generally as they become due or consents to the appointment of a receiver or liquidator or trustee of Mortgagor or of all or any part of its property; or

(I) If title to the Premises or any part thereof or any interest therein, other than a leasehold interest, legal or beneficial (including without limitation any ownership interest in Mortgagor) shall be transferred to or vest in (by voluntary act of Mortgagor or otherwise) any person other than Mortgagor; or

(J) If the zoning classification or any other regulation affecting the Premises (local, state and/or federal) is changed from that in effect on the date hereof such that the improvements on or within or the present use being made of any part of the Premises is materially restricted or not authorized or the completion of construction of the Project by Mortgagor as approved by Mortgagee is materially adversely affected and/or prohibited; or

(K) If there shall occur any Spill, Release, Hazardous Waste, Hazardous Substance or other environmental contamination on or emanating from the Premises or if any underground storage tank on the Premises leaks onto or into the soil, ground water or aquifer of, under, or adjacent

to the Premises and within thirty (30) days of the earlier of the discovery by the Mortgagor or written notice to the Mortgagor by either Mortgagee or by any public authority having jurisdiction of the subject matter of the existence of any such problem Mortgagor shall not have initiated, and once so initiated, diligently pursued, at Mortgagor's expense, the remediation of such Spill, Release, Hazardous Waste, Hazardous Substance or other environmental contamination is not removed, such tank made impervious to its contents or such leaks onto or into the soil, ground water or aquifer, all to the satisfaction of Mortgagee and such public authority; or

(L) A lien for the performance of work or the supply of materials is filed against the Premises and remains unsatisfied or unbonded at the time of any request for an advance or for a period of sixty (60) days after the date of filing thereof; or

(M) Except as provided in Section 8, if Mortgagor fails to pay, when due, any tax or assessment or any other loan or obligation of Mortgagor on or before the date the same is due or if Mortgagor is in default under any instrument or document relating thereto; or

(N) The making or issuance of any levy, seizure, attachment or injunction upon or against the Premises; or

(O) The occurrence of any default or Event of Default under that certain Third Amended and Restated Commercial Loan and Security Agreement of even date between , inter alia, Mortgagor and Mortgagee (as the same may be amended and/or restated from time to time, the "Loan Agreement"); or

(P) The termination for any reason of that certain lease dated February 26, 2006 between Mortgagor as landlord and Engineering Services and Products Company as tenant with respect to the Premises ("Lease"). Upon the expiration of the Lease (if applicable), Mortgagor and Engineering Services and Products Company shall enter into a lease of the Premises containing such terms and conditions as Mortgagee shall reasonably require (the "Successor Lease"). In addition and in furtherance of the foregoing, the Mortgagor accepts, agrees and acknowledges that the Lease and Successor Lease shall not be amended or modified in any material respect without the prior written consent of the Mortgagee. The Mortgagor accepts agrees and acknowledges that any such amendment or modification without the prior written consent of the Mortgagee shall constitute an Event of Default hereunder; or

(Q) If construction of the Project does not proceed substantially in accordance with the plans approved by Mortgagee and/or any material deviation therefrom that is not approved by Mortgagee is not corrected within fifteen (15) days; or

(R) If any survey required by Mortgagee during the period of construction shows any matter not approved by the Mortgagee, and such matter not approved is not removed within sixty (60) days after notice thereof by Mortgagee to Mortgagor.

Upon the happening of any Event of Default, the whole of the indebtedness secured hereby, with interest accrued and unpaid, shall thereupon become immediately due and payable at the option of Mortgagee, without further notice or demand, and foreclosure hereof may be commenced; and

16. FORECLOSURE. Mortgagee may, at its option, foreclose this Mortgage on all or less than all of the interests covered hereby for any portion of the debt or any other sums secured hereby which are then due and payable, but the balance of the Premises covered hereby shall remain subject to the continuing lien of this Mortgage for the balance of the indebtedness secured hereby, whether or not then due; and

17. FORECLOSURE SALES. Insofar as permitted by law, in case of a foreclosure sale the Premises may at the option of Mortgagee be sold either in one parcel or as separate parcels in separate auctions on a parcel by parcel basis under Court Order and such sales may occur at separate times, places and dates; and

18. ADDITIONAL RIGHTS IN EVENT OF DEFAULT. In addition to and not by substitution or limitation of all or any of the rights Mortgagee has hereunder and under the law, upon the happening of an Event of Default, Mortgagee or its agents may (i) upon proceedings being commenced for the foreclosure of this Mortgage apply for the appointment of a receiver of rents and profits of the Premises without notice and Mortgagee shall be entitled to the appointment of such receiver as a matter of right without consideration of the value of the Premises as security of the amounts due Mortgagee or the solvency of any person or person liable for the payment of such amounts; and (ii) enter into and upon all or any part of the Premises and each and every part thereof, and having and holding the same, may use, operate, manage and control the Premises and lease, sublease and grant rights of possession, all on such terms and conditions as Mortgagee deems advisable Mortgagee may make all necessary or proper repairs, renewals and replacements and such alterations, additions, betterments and improvements to the Premises as it may, in its reasonable discretion, from time to time deem advisable; and in every such case Mortgagee shall have the right to manage and operate the Premises and to carry on the business thereof and exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise, as Mortgagee shall deem reasonably advisable; and Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Premises and every part thereof and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, improvements and amounts necessary to pay for taxes, assessments, insurance and prior to other proper charges upon the Premises or any part thereof, as well as reasonable compensation for the services of Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, Mortgagee shall apply the proceeds arising as aforesaid, wholly or in part, to the payment of the Loan or to return such proceeds to Mortgagor as Mortgagee shall in its sole discretion, determine; and

19. APPOINTMENT OF RECEIVER. Mortgagee, in any action to foreclose this Mortgage, shall be entitled, without notice, without bond, and without regard to the adequacy of the security for the debt secured hereby or of the solvency of the maker or any other person or

corporation liable thereon, to the appointment of a receiver of the rents, issues and profits of the Premises; and

20. SALE IN ONE OR MORE PARCELS. In case of a foreclosure sale, the Premises may be sold in one or more parcels insofar as permitted by law; and

21. MORTGAGEE EXPENSES. If any act shall be undertaken or any form of action shall be brought to collect upon the debt evidenced by the Note or to foreclose or to protect or sustain the lien of this Mortgage or if Mortgagee shall be or become a party defendant in any action by virtue of its ownership of this Mortgage, all sums paid by Mortgagee, including without limitation the expense of any litigation to foreclose, prosecute or defend the rights and/or lien hereby created (including reasonable attorneys' fees) shall be paid by Mortgagor and shall be part of the indebtedness secured hereby; and

22. INSPECTION/INFORMATION.

(A) Mortgagee and/or any authorized representative of Mortgagee shall have the right to enter and inspect the Premises at all reasonable times during business hours and the reasonable fees of Mortgagee or its authorized representatives employed by Mortgagee in connection with the making of such inspection shall be paid by Mortgagor promptly after demand therefor by Mortgagee.

(B) Mortgagee, Mortgagee's Inspector and/or any authorized representative of Mortgagee shall have the right to inspect all books and records relating to the Premises (which books and records shall be maintained by Mortgagor at its principal office designated above, at all reasonable times during business hours), and to cause such books and records to be audited at any reasonable times by accountants selected by Mortgagee.

(C) Mortgagor shall provide to Mortgagee such other information relating to the operation of the Premises as Mortgagee may from time to time reasonably request; and

23. NO WAIVER. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. All rights and remedies of Mortgagee are cumulative and concurrent and may be exercised singly, successively or concurrently; and

24. SUCCESSORS AND ASSIGNS. The covenants herein contained shall bind, and the benefits and advantages shall inure to the parties hereto and to the respective successors and assigns of the parties hereto, including, inter-alia, assignees of undivided interests in the Mortgagee's interest in this Mortgage. Whenever appropriate, the term "Mortgagee" shall include the named "Mortgagee" and/or any transferee of this Mortgage and/or of any undivided interests in this Mortgage and/or of the Note, whether by operation of law or otherwise and the term "Mortgagor" shall include the named "Mortgagor" and any future owners of the Premises; and

25. NOTICES. Mailing of a written notice or demand by registered or certified mail, return receipt requested, addressed to Mortgagor, or by nationally recognized, receipted, overnight delivery service at the following address shall be and be deemed good and sufficient notice under the within Mortgage and agreement:

C & G Partnership, LLP
1395 John Fitch Boulevard
South Windsor, Connecticut 06074
Attn: Barry Goldsher, General Partner

with a copy to:

Andros, Floyd & Miller, P.C.
864 Wethersfield Avenue
Hartford, Connecticut 06114
Attention: Mark R. LaFontaine, Esq.

and all notices by Mortgagor to Mortgagee shall be in writing and mailed by registered or certified mail, return receipt requested to:

TD Bank, N.A.
2461 Main Street
Glastonbury, Connecticut 06033
Attention: Stephen Roche, Senior Vice President

with a copy to:

Rogin Nassau LLC
CityPlace I, 22nd Floor
185 Asylum Street
Hartford, Connecticut 06103
Attention: James J. Brault, Esq.

26. NO ORAL MODIFICATION. That this Mortgage may not be changed orally, but only by an agreement in writing which is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought; and

27. NO LIMITING EFFECT. Nothing herein contained shall be deemed to limit the rights of the Mortgagee under any relevant statute or at law or in equity; and

28. INTEREST AFTER DEFAULT. Notwithstanding anything above contained interest shall accrue on any and all indebtedness secured hereby from and after default and after maturity by acceleration or otherwise until payment in full, at the interest default rate(s) specified in the Notes; and

29. WAIVER OF JURY TRIAL. Mortgagor hereby waives trial by jury in any action, proceeding or counterclaim brought in connection with this Mortgage or relating to any indebtedness secured by this Mortgage or collateral referred to in this Mortgage; and

30. [INTENTIONALLY OMITTED]

31 ASSIGNMENT PROHIBITED. That Mortgagor will not assign the rents, issues and profits of the Premises, or any part thereof, or any lease or contract respecting all or any portion of the Premises to any person other than Mortgagee; and

32. [INTENTIONALLY OMITTED]

33. FLOOD INSURANCE. In the event that the Premises are now or hereafter determined by Mortgagee or its agent to be located in a special flood hazard zone (zone A or V) as designated by FEMA and flood insurance has been made available under the National Flood Insurance Act of 1968, Mortgagor agrees to obtain such flood hazard insurance as shall be required by Mortgagee. If Mortgagor fails to obtain said insurance, Federal law requires that it be force placed by Mortgagee, and all costs incurred by Mortgagee shall be added to and become a part of the indebtedness secured hereby. In addition, the cost of determining whether the Premises are located in a flood hazard zone and the cost of monitoring the same will be paid by Mortgagor regardless of whether the Premises are located in a flood hazard zone; and

34. INTEGRATION. This Mortgage is intended by the parties as the final, complete and exclusive statement of the transactions evidenced by this Mortgage. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be superceded by this Mortgage, and no party is relying on any promise, agreement or understanding not set forth in this Mortgage. The preceding sentence is not intended to invalidate or otherwise affect any other mortgage of the Premises granted by Mortgagor to Mortgagee. This Mortgage may not be amended or modified except by a written instrument describing such amendment or modification executed by Mortgagor and Mortgagee; and

35. GOVERNING LAW. This Mortgage shall be construed in accordance with and governed by the substantive laws of the State of Iowa without reference to conflict of laws and principles; and

36. NO MARSHALLING. Mortgagee shall not be required to marshal any present or future security for, or guarantees of, the obligations or to resort to any such security or guarantee in any particular order and the Mortgagor waives, to the fullest extent that it lawfully can: (a) any right

it might have to require the Mortgagee to pursue any particular remedy before proceeding against it and (b) any right to the benefit of, or to direct the application of the proceeds of any collateral and/or the Premises, until the obligations under the Notes, this Mortgage or any document, instrument or agreement entered into in connection therewith are paid in full. Mortgagee shall have no liability to marshal assets for the benefit of any other creditor, or be subject to any restrictions with respect to the liquidation or other disposal of the collateral and/or the Premises.

37. ADDITIONAL MORTGAGES, ETC. That Mortgagor will not, without first obtaining the written consent of Mortgagee (which shall be given at the sole discretion of the Mortgagee), hereafter mortgage, transfer, sell, hypothecate or encumber the Premises in any way; provided, however, that the Mortgagor may, at its election and upon providing prior written notice to the Mortgagee, convert itself into a limited liability company.

38. ACKNOWLEDGEMENT OF RECEIPT OF COPIES OF DEBT INSTRUMENT. Mortgagor hereby acknowledges the receipt of a copy of this Mortgage together with the copy of each promissory note secured hereby.

39. DUE ON SALE. If all of any part of the above described Premises, or any interest in it, is sold or transferred by Mortgagor except as permitted by this Mortgage without Mortgagee's prior written consent, Mortgagee, at its option, may require immediate payment in full of all sums and indebtedness secured by this Mortgage. If Mortgagee exercises its option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay theses sums prior to the expiration of said thirty (30) day period, Mortgagee may invoke any remedy permitted by this Mortgage without further notice or demand on Mortgagor.

40. RELEASE OF RIGHTS OF DOWER, HOMESTEAD, AND DISTRIBUTIVE SHARE. To the extent applicable, each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Premises and waives all rights of exemption as to any of the Realty.

41. FURTHER ASSURANCES. At any time and from time to time until payment in full of all amounts secured by this Mortgage, Mortgagor will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably be required to further evidence the lien of this Mortgage with respect to the Realty and Premises, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of such instruments shall become additional obligations of Mortgagor secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagor to Mortgagee.

42. REDEMPTION. It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in

such foreclosure proceedings, the time of one year for redemption from said sale provided by the statues of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successors in interest in such action. If the redemption period is so reduced, Mortgagors or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagors shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $4,500,000. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

NOW, THEREFORE, if Mortgagor, and/or Mortgagor's heirs, administrators, successors and assigns, shall well and truly pay and/or perform all of Mortgagor's obligations under the Note which is secured hereby and shall otherwise satisfy all obligations to Mortgagee, its successors or assigns, under the terms of this Mortgage and perform all of the several terms, conditions, covenants and agreements above recited, then this deed shall be void, but otherwise shall be and remain in full force and effect.

Whenever used in this Mortgage and the context so requires, the singular number shall be extended to include the plural, and the use of the masculine gender shall be extended to include the feminine or neuter gender and the neuter gender shall be extended to include the feminine or masculine. If any clause or provision in this Mortgage shall be invalid under any circumstances, the fact shall in no way invalidate this Mortgage or any other provision herein.

[signature page follows]

SIGNATURE PAGE TO
CONSTRUCTION TO PERMANENT MORTGAGE

IN WITNESS WHEREOF, as of the 24th day of November, 2010, the persons constituting Mortgagor have hereunto set their respective hands and seals.

Signed, Sealed and Delivered
in the ~~Presence~~ of:

C & G PARTNERSHIP, LLP

By _____
Name: BARRY GOLDSHER **BARRY GOLDSHER**
Title: GENERAL PARTNER

STATE OF CONNECTICUT)
) ss: ~~Hartford~~ SOUTH WINDSOR
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 24th day of NOVEMBER, 2010 by BARRY GOLDSHER, the general partner of **C & G PARTNERSHIP, LLP**, an Iowa limited liability partnership, on behalf of the limited liability partnership.

_____
Commissioner of the Superior Court
~~Notary~~ Public **MARK R. LA FONTAINE**
My ~~Commission Expires:~~

W:\Public\JBrault\Engineering Services and Products\Third Amended and Restated Loan Agreement\Construction Mortgage.doc

Schedule A

Lots One (1) and Two (2) of Lammers Acres, A Subdivision of Part of the W ½ of the SE 1/4 of Section 36, T89N, R3W of the Fifth P.M., City of Dyersville, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 154, and

That part of vacated 12th Avenue SW, located adjacent to Lot 2 of Lammers Acres in the City of Dyersville, Iowa,

Lot One (1) of Southwest Commercial Park 2nd Addition in the SE 1/4, Section 36, T89N, R3W, of the 5th P.M., in the City of Dyersville, Delaware County, Iowa, according to the plat recorded in Book 2009, Page 3594,

SCHEDULE B

(3)

CONSTRUCTION TO PERMANENT MORTGAGE NOTE

$4,500,000.00 As of November 24, 2010

FOR VALUE RECEIVED, **C & G Partnership, LLP**, an Iowa limited liability partnership with a place of business in Dyersville, Iowa ("Maker"), promises to pay to the order of **TD Bank, N.A.**, a national association having a place of business in Glastonbury, Connecticut ("Payee") or other holder of this Note the principal sum of Four Million Five Hundred Thousand Dollars ($4,500,000.00), or so much thereof as shall have been advanced by Payee to Maker and remain outstanding, as conclusively evidenced by the books and records of Payee, together with interest on the outstanding balance hereof before and after maturity, at the interest rate hereinafter set forth until this Note shall have been fully paid, all as hereinafter provided.

1. **Loan Agreement.** Reference is hereby made to a certain Third Amended and Restated Commercial Loan and Security Agreement of even date by and among Maker, Payee, Engineering Services and Products Company, 1395 John Fitch Boulevard, LLC and Clearspan Fabric Structures International, Inc. (as the same may be amended and/or restated from time to time, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. Advances hereunder are Construction Advances as set forth in the Loan Agreement.

2. **Interest Provisions.**

(a) From the date hereof through and including the day prior to the Construction Loan Conversion Date, the from time to time outstanding balance hereof shall bear interest at a rate per annum (the "Rate") equal to the Payee's Prime Rate, said Rate to change when and as said Prime Rate changes. On the date hereof said Prime Rate is three and one-fourth percent (3.25%) per annum.

(b) Commencing on the Construction Loan Conversion Date, the Rate will adjust to a fixed rate per annum equal to the then current 10/20 FHLB rate as determined by Lender, plus 1.65%.

(c) All interest hereunder shall be payable in arrears and be charged on the basis of the actual number of days elapsed but computed on the basis of a three hundred sixty (360) day year.

3. **Repayment.**

(a) Commencing on December 1, 2010, and on the same day of each and every month thereafter until the Construction Loan Conversion Date, Maker shall make payments of interest only, in arrears, on the unpaid balance hereof at the Rate(s) aforesaid applicable during such prior month.

(b) On the first day of the first month after the Construction Loan Conversion Date, and on the same day of each and every month thereafter, Maker shall make equal payments of principal and interest, each in an amount that is required to fully amortize the entire balance of this Note over an amortization period of twenty (20) years.

(d) On the date that is ten (10) years after the Construction Loan Conversion Date (the "Construction Loan Maturity Date"), the entire unpaid principal balance of this Note, together with accrued and unpaid interest hereon and all other sums owing hereunder and/or under the Mortgage or the Loan Agreement, shall become due and payable without notice or demand.

(e) All payments on this Note will be automatically debited from the Maker's operating account maintained with Payee.

4. **Miscellaneous.**

(a) In the event that any payment of principal or interest due hereunder is not received by Payee within fifteen (15) days after the same is due, then Maker agrees to pay to Payee the additional sum of five (5.0%) percent of the amount of such late payment to cover the additional expense of Payee's handling of such late payment (but not as consideration for making such late payment). Notwithstanding the foregoing, the minimum sum payable by Maker to Payee shall be Twenty Five Dollars ($25.00). Maker and Payee hereby agree that an exact computation of Payee's damages relating to such late payment is impossible to ascertain, and further agree that the percentage stated above is a reasonable estimation of Payee's damages. Such estimation is based upon, inter alia, Payee's additional expenses relating to (i) sending late notices, (ii) referring the matter to Payee's collection department and (iii) providing for any necessary regulatory compliance and reserve requirements.

(b) All payments hereon shall be applied to expenses as provided herein, interest and principal in such order as Payee shall, in its discretion, determine. Said sums shall be payable together with all lawful taxes and assessments levied thereon, or upon this Note, or upon Payee with respect to the same, and together with all costs and expenses related to collecting this Note and together with all costs and expenses of foreclosing or protecting or sustaining the lien of any security which may be given to secure the payment of this Note, and/or in any litigation or controversy arising from or connected with this Note and/or any collateral securing this Note and/or the Mortgage and/or incurred in any action brought by the holder of a prior mortgage or lien in which Payee is a party defendant, including without limitation reasonable attorneys' fees. Said obligation to pay the reasonable attorneys' fees of Payee in connection with protecting, enforcing or realizing of the rights

and remedies above described shall exist whether or not proceedings are instituted or court appearance is made on behalf of the Payee.

(c) Maker hereby grants to Payee a continuing lien, security interest and right of setoff as security for all liabilities and obligations to Payee, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Payee or any entity under the control of TD Bank, N.A. and its successors and assigns, or in transit to any of them. At any time, without demand or notice (any such notice being expressly waived by Maker), Payee may set off the same or any part thereof and apply the same to any liability or obligation of any Maker even though unmatured and regardless of the adequacy of any other collateral securing the Loan. ANY AND ALL RIGHTS TO REQUIRE PAYEE TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF ANY MAKER, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

(d) Maker hereby waives presentment, demand, protest, notice of protest or other notice or notice of dishonor of any kind and further waives the right to trial by jury in any action to collect this Note or relating to any collateral securing this Note.

(e) Upon the occurrence of any Event of Default or upon maturity of this Note or after judgment has been rendered on this Note, this Note shall, at the option of the Payee, become forthwith due and payable without presentment, demand, protest or notice of any kind, all of which being hereby expressly waived by the undersigned.

(f) This Note is secured by a certain Construction To Permanent Mortgage Deed of even date (as the same may be amended and/or restated from time to time, the "Mortgage") granted by Maker to Payee respecting certain premises owned by Maker and located in Dyersville, Iowa, which Mortgage is recorded upon the Dyersville, Iowa Land Records. Payment of this Note is guaranteed by (i) a certain Amended and Restated Guaranty Agreement of even date executed by Engineering Services and Products Company in favor of Payee and (ii) a certain Second Amended and Restated Guaranty Agreement of even date executed by Clearspan Fabric Structures International, Inc. in favor of Payee.

(g) Upon the occurrence of any Default and/or Event of Default (as such terms are defined in the Loan Agreement), or if any payment specified herein shall remain in arrears and unpaid for a period of fifteen (15) days after the same shall become due, at the option of Payee, (i) the interest rate accruing hereunder shall, from such default, be increased by two (2.0%) percentage points per annum above the Rate then accruing hereunder immediately prior to such default (the "Default Rate") and (ii) this Note shall become forthwith due and payable without presentment, demand, protest or notice of any kind, all of which being hereby expressly waived by the undersigned. Without in any way limiting the generality of the foregoing, the interest rate accruing hereunder shall be the Default Rate only during the period when Payee is not also collecting a late payment charge hereunder. Maker and Payee hereby agree that any Default, Event of Default or

default in any payments of principal or interest hereunder results in, inter alia, additional administrative costs, regulatory costs, reserve requirements, and credit costs to Payee. Maker and Payee further agree that such Default Rate approximates the interest rate Payee might charge to borrowers with sub-standard credit. In the event the Default Rate exceeds the maximum rate of interest allowed by law, the Default Rate shall be reduced so as to equal the maximum rate of interest allowed by law. A default in any of the terms and conditions of this Note shall constitute a default in all obligations of Maker to Payee contained in the Loan Agreement.

(h) Nothing herein shall be construed to restrict Payee, in its sole discretion, from making advances in excess of the face amount of this Note, without requirement of execution of additional notes, or otherwise modifying this instrument, and its so doing at any time or times, shall not waive its rights to insist upon strict compliance with the terms of this Note, and any document or instrument granting security to Payee or other instruments executed in connection with this financial transaction, at any other time, and to further rely upon all collateral secured to it for satisfaction of all obligations of Maker to Payee, without exception.

(i) MAKER ACKNOWLEDGES THAT THIS NOTE EVIDENCES A COMMERCIAL TRANSACTION AS THAT TERM IS DEFINED IN CONNECTICUT GENERAL STATUTES SECTION 52-278a(a) AND PURSUANT TO CONNECTICUT GENERAL STATUTES SECTIONS 52-278b AND 52-278f, MAKER DOES HEREBY WAIVE ITS RIGHTS TO NOTICE AND HEARING PRIOR TO THE ISSUANCE BY THE PAYEE OF ANY PREJUDGMENT REMEDY, AND MAKER FURTHER WAIVES ANY RIGHTS AS MAY EXIST UNDER FEDERAL LAW TO ANY NOTICE AND/OR HEARING PRIOR TO THE PAYEE'S OBTAINING AND EXERCISING ANY PREJUDGMENT REMEDY.

(j) MAKER AND PAYEE (BY ACCEPTANCE OF THIS NOTE) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE MORTGAGE, ANY OTHER LOAN DOCUMENTS OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF PAYEE RELATING TO THE ADMINISTRATION OF THE NOTE OR ENFORCEMENT OF SAID LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, MAKER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. MAKER CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF PAYEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT PAYEE WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING

WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR PAYEE TO ACCEPT THIS NOTE.

(k) THIS NOTE HAS BEEN MADE, EXECUTED AND DELIVERED IN THE STATE OF CONNECTICUT AND SHALL BE CONSTRUED AND ENFORCED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT.

(l) The waivers of notice and hearing for prejudgment remedies made herein are made by Maker on behalf of Maker and Maker's successors and assigns and shall apply to any and all actions against such successors and assigns.

(m) Upon receipt of an affidavit of an officer of Payee as to the loss, theft, destruction or mutilation of this Note or any other security document which is not of public record, and, in the case of any such loss, theft, destruction or mutilation, upon cancellation of such Note or other security document, Maker will issue, in lieu thereof, a replacement note or other security document in the same principal amount thereof and otherwise of like tenor.

(n) All payments shall be made by Maker to Payee at 2461 Main Street, Glastonbury, Connecticut 06033, or such other place as Payee may from time to time specify in writing in lawful currency of the United States of America in immediately available funds, without counterclaim or setoff and free and clear of, and without any deduction or withholding for, any taxes or other payments.

(o) If this Note or any payment hereunder becomes due on a day which is not a Business Day, the due date of this Note or payment shall be extended to the next succeeding Business Day, and such extension of time shall be included in computing interest and fees in connection with such payment.

(p) All agreements between Maker and Payee are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Payee for the use or the forbearance of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. As used herein, the term "applicable law" shall mean the law in effect as of the date hereof provided, however, that in the event there is a change in the law which results in a higher permissible rate of interest, then this Note shall be governed by such new law as of its effective date. In this regard, it is expressly agreed that it is the intent of Maker and Payee in the execution, delivery and acceptance of this Note to contract in strict compliance with the laws of the State of Connecticut from time to time in effect. If, under or from any circumstances whatsoever, fulfillment of any provision hereof or of any of the loan documents executed in connection herewith at the time of performance of such provision shall be due, shall involve transcending the limit of such validity prescribed by applicable law, then the obligation to be fulfilled shall automatically be reduced to the limits of such validity, and if under or from circumstances whatsoever Payee should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced hereby and not

to the payment of interest. This provision shall control every other provision of all agreements between Maker and Payee.

(q) If Payee shall deem applicable to this Note, any requirement of any law of the United States of America, any regulation, order, interpretation, ruling, official directive or guideline (whether or not having the force of law) of the Board of Governors of the Federal Reserve System, the Comptroller of the Currency, the Federal Deposit Insurance Corporation or any other board or governmental or administrative agency of the United States of America which shall impose, increase, modify or make applicable thereto or cause to be included in, any reserve, special deposit, calculation used in the computation of regulatory capital standards, assessment or other requirement which imposes on Payee any cost that is attributable to the maintenance hereof, then, and in each such event, Payee shall notify Maker thereof and Maker shall pay Payee, within 30 days of receipt of such notice, such amount as will compensate Payee for any such cost, which determination may be based upon Payee's reasonable allocation of the aggregate of such costs resulting from such events. In the event any such cost is a continuing cost, a fee payable to Payee may be imposed upon Maker periodically for so long as any such cost is deemed applicable to Payee, in an amount determined by Payee to be necessary to compensate Payee for any such cost. The determination by Payee of the existence and amount of any such cost shall, in the absence of manifest error, be conclusive.

(r) Maker shall pay on demand all reasonable expenses of Payee in connection with the preparation, administration, default, collection, waiver or amendment of loan terms, or in connection with Payee's exercise, preservation or enforcement of any of its rights, remedies or options hereunder, including without limitation, fees of outside legal counsel or the allocated costs of in-house legal counsel, accounting, consulting, brokerage or other similar professional fees or expenses, and any fees or expenses associated with travel or other costs relating to any appraisals or examinations conducted in connection with the loan or any collateral therefor, and the amount of all such expenses shall, until paid, bear interest at the rate applicable to principal hereunder (including any default rate) and be an obligation secured by any collateral.

(s) This Note is intended by the parties as the final, complete and exclusive statement of the transactions evidenced by this Note. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be superceded by this Note, and no party is relying on any promise, agreement or understanding not set forth in this Note. This Note may not be amended or modified except by a written instrument describing such amendment or modification executed by Maker and Payee.

(t) In the event any payment of principal or interest received upon this obligation and paid by Maker, or any guarantor, surety, co-maker or endorser, shall be deemed by final order of a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under the bankruptcy or insolvency laws of the United States, or any state, or otherwise due to any party other than Payee, then in any such event, the obligation of Maker, or any guarantor, surety, co-maker or endorser shall, jointly and severally, survive as an obligation due hereunder and shall not be discharged

or satisfied by said payment or payments, notwithstanding return by Payee to said parties of the original hereof, or any guaranty, endorsement, or the like.

(u) This Note may be prepaid in whole or in part during the term hereof upon the payment to the Payee of the Prepayment Premium, as set forth in the Loan Agreement.

C & G Partnership, LLP

By_____
Name: Barry Goldsher
Title: General Partner

W:\Public\Jbrault\Engineering Services and Products\Third Amended and Restated Loan Agreement\Construction Note