ASSIGNMENT OF RENTS AND PROFITS

THIS AGREEMENT, made this 10TH day of MAY, 19 94, by ATI Incorporated, f/k/a American Trencher, Inc.,

(hereafter referred to "Assignor"), to FIRSTAR BANK CEDAR RAPIDS, N.A., a national banking association, (Assignee), WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Assignee all of the right, title, and interest of Assignor in and to all rents, income and profits from the premises described in Exhibit "A" hereto ("premises"): SEE ATTACHED EXHIBIT

AND Assignor hereby further understands and agrees that:

1. Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the right to the use and possession of the premises, including any and all of the rents, issues, profits and avails now due and which may hereafter become due under and by virtue of any lease, whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other subsequent owner of the premises, which may be or agreed to by the Assignee or assigns under the powers herein granted with any tenant or occupant of any part of the premises, for the purpose of securing:

(a) Payment of the indebtedness evidenced by a promissory note dated MAY 10, 1994 (herein generally called the "Note") (including any extensions or renewals thereof) in a principal sum of $ 956,000.00 executed by ATI Incorporated, f/k/a American Trencher, Inc.,

and payable to the order of the Assignee, secured by a mortgage on the Premises (herein generally called the "Mortgage").
(b) Payment of all other sums with interest thereon becoming due and payable to the Assignee herein including all other obligations or indebtedness of Assignor to the Assignee whether now in existence or created in the future.
(c) Performance and discharge of each and every obligation, covenant and agreement of the Assignors herein and in the Notes and/or Mortgage contained.

2. The Assignor is entitled to receive said rents, issues and profits of and from the premises, and to enjoy all the other rights and benefits mentioned herein; the same has not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons who so ever accept same being subject to this agreement; and the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interest, powers and/or authority herein granted and conferred.

3. The Assignor will execute upon request of the Assignee any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this instrument or the rights, interests, powers and/or authority herein granted and conferred.

4. This instrument shall in no way operate to prevent the Assignee from pursuing any remedy which is now or hereafter may have because of any present or future breach of the terms or conditions of the Note and/or Mortgage and any extension or renewal of either.

5. The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, powers and/or authority are herein granted it, and the Assignee shall be liable only for such cases as it actually receives under the terms hereof, provided, however, that failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby granted and conferred.

6. The Assignee shall assign this Assignment of Rents and any and all rights accruing thereunder to any subsequent Assignee and holder of the Note and Mortgage.

7. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant or agreement herein or in the Note and/or Mortgage contained, Assignors shall have the right to collect upon, but not prior to accrual, all rents, issues and profits from the premises and to retain, use and enjoy the same.

8. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the Note and/or Mortgage contained, the Assignee may declare all sums secured hereby immediately due and payable, any may, at its option, without notice, and whether or not any indebtedness hereby secured shall have been declared due and payable, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court,

(a) enter upon, take possession of, manage and operate the premises, or any part thereof;
(b) make, cancel, enforce or modify the leases;
(c) obtain and evict tenants;
(d) fix or modify rent;
(e) do any acts which the Assignee deems proper to protect the security hereof; and
(f) either with or without taking possession of the premises, in its own name sue for or otherwise collect and receive such rents, issues, and profits, including those past due and unpaid. In connection with the foregoing, the Assignee shall be entitled and empowered to employ attorneys, and management, rental and other agents in and about the premises and to affect the matters which Assignee is empowered to do, and in the event Assignee shall itself affect such matters, the Assignee shall be entitled to charge and receive reasonable management, rental and other fees therefor as may be customary in the area in which the premises are located; and the reasonable fees, charges, costs and expenses of the Assignee or such persons shall be so much additional indebtedness secured hereby. Assignee may apply all funds collected as aforesaid, less costs and expenses of operation and collection, including reasonable attorney's and agents; fees, charges, costs and expenses, as aforesaid, upon any indebtedness secured hereby and in such order as the Assignee may determine. The entering upon and taking possession of the premises, the collection of such rents, issues and profits and the application thereof as aforesaid said not cure or waive any default or waive, modify or affect notice of default under the Note and/or Mortgage or invalidate any act done pursuant to said notice.

For Release, See Book 40 Page 54 to 67 3/15/96

9. Any tenants or occupants or any part of the premises are hereby authorized to recognize the claims of Assignee hereunder without investigating the reason taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default in the Note and/or Mortgage, or under or by reason of this assignment, or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of all rights under this assignment, and the sole receipt of the Assignee for any sums received be a full discharge and release therefore to any such tenant or occupant of the premises. Checks for all or any part of the rentals collected under this Assignment of Rents shall be drawn to the exclusive order of the Assignee.

0 FILE No. 37-3521
RECORDING FEE $ 16.00
TRANSFER FEE $

FILED FOR RECORD THE 20 DAY OF May, 19 94 AT 11:56
O'CLOCK A M. BOOK 35 PAGE 177

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
TLM CM 31

10. Upon the payment in full of all indebtedness secured by this Assignment of Rents, this Assignment of Rents shall become and be void and have no affect.

11. This Assignment of Rents and each and every covenant, agreement and other provision hereof shall be binding upon the Assignor and any successors and assigns; including, without limitation, each and every from time to time record owner of the premises or any other person having an interest therein; and shall inure to the benefit of the Assignee and its successors and assigns. Whenever herein the Assignee is referred to, such reference shall be deemed to include each and every successor and assignee of the Assignee, including each holder from time to time of the note, whether so expressed or not, and each such successor, assignee and from time to time holder of the note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same affect as if such from time to time holder were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated the Assignee.

12. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

13. The captions and headings of the various sections of the Assignment of Rents are for convenience only and are not to be construed as confining or limiting in any way the scope or intended provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

14. The undersigned acknowledge(s) receipt of a copy of this document.

Dated the day, month and year first above written.

ATI Incorporated, f/k/a American Trencher, Inc.,

By: Wayne R. Stallard

Wayne R. Stallard, President

STATE OF IOWA, County of Linn, ss.

On this 10th day of May A.D., 1994, before me a Notary Public in and for said County, State of Iowa, personally appeared Wayne R. Stallard to me personally known, who being by me duly sworn did say respectively, that ~~they are~~ he is President of said corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the said) ~~(the seal affixed thereto is the seal of said)~~ corporation; that said instrument was signed ~~(and sealed)~~ on behalf of said corporation by authority of its Board of Directors; and that each of them as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

W. T. FITZGERALD
MY COMMISSION EXPIRES
February 20, 1997

W. T. Fitzgerald

Notary Public in and for the State of Iowa

RETURN TO: MORTGAGE LOAN OPERATIONS
FIRSTAR BANK CEDAR RAPIDS, N.A.
PO BOX 3013
CEDAR RAPIDS IA 52406-9091

L016-1b Rev. 5/91

ORIGINAL

EXHIBIT "A"

Lots Five (5), Six (6) and Seven (7), Block Sixteen (16), and Lots One (1), Two (2), Three (3), Four (4), Seven (7), Eight (8), Nine (9) and Ten (10), Block Eighteen (18), Delhi, Iowa, and that part of vacated Sixth Street in said Town of Delhi, Iowa lying South of the extended center line of Gay Street and North of the railroad right-of-way, according to plat recorded in Book A L.D., Pages 128-129; and that part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Seventeen (17), Township Eight Eight (88) North, Range Four (4), West of the Fifth P.M. described as commencing at the intersection of the center line of Gay Street with the West line of Sixth Street in the Town of Delhi, Iowa, and running thence West to the East line of the Anamosa and Garnavillo State Road, thence Southwesterly along said road to the North line of the railroad right-of-way, thence Southeasterly along said railroad right-of-way to its intersection with the West line of said Sixth Street, thence North to the point of beginning, except that part described as commencing at the intersection of the North line of the railroad right-of-way with the East line of the Anamosa and Garnavillo State Road and running thence Southeasterly along said railroad right-of-way two hundred fifty (250.0) feet, thence Northwesterly to a point on the East line of said Anamosa and Garnavillo State Road which is one hundred seventy five (175.0) feet from the point of beginning, thence Southwesterly along the East line of said road one hundred seventy five (175.0) feet to the point of beginning; and Lot One (1) of the Subdivision of the Northwest part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Twenty (20), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 49, from the 30th day of September, 1987, at 8:00 o'clock A.M. to the 19th day of October, 1993, at 8:00 o'clock A.M.

AND

Fifth Street between Market Street and South Street, the alley in Block Eighteen (18), and South Street between Fifth Street and Sixth Street; all in Delhi, Iowa, according to plat recorded in Book A L.D., Pages 128-129, from the date of the filing of the plat on the 11th day of March, 1846 to the 19th day of October, 1993, at 8:00 o'clock A.M.