This FINANCING STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
Bradco/SCAT Acquisition Corp.
503 Gay Street
Delhi, Iowa 52223

2 Secured Party(ies) and address(es)
Fleet Bank of Massachusetts, N.A.
75 State Street
Boston, MA 02109

3 For Filing Officer (Date, Time, Number, and Filing Office)
G12631
DELAWARE COUNTY IOWA
FILED
99 FEB 29 AM 11 12
$12.00
RECORDER

5 Name and address of Assignee

Amendment 1999-344
Continuation 2001-515

4 This financing statement covers the following types (or items) of property: All of the Debtor's tangible and intangible personal property and fixtures, including without limitation, all goods, inventory, machinery, equipment, accounts, accounts receivable, contract rights, appliances and furniture, general intangibles, documents, instruments and chattel paper of the Debtor, wherever located and whether now owned or existing or hereafter acquired or arising, and all additions and accessions thereto and products and proceeds thereof, all as more particularly described in Exhibit A attached hereto and made a part hereof.

6 Describe real estate (See instruction #4)

7 Check if applicable: [X] Products of Collateral are Covered. [ ] Debtor is a transmitting utility as defined in UCC 9 105(m)

Delaware County

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), and 9-408 and must be identified as such when used.)

8. Signature of Debtor

Signature of Debtor

Bradco/SCAT Acquisition Corp.
Type or Print all names (Iowa Code 335.2)

Form Approved (7-1-81) By: MARY JANE ODELL, Secretary of State

(1) FILING OFFICER COPY—ALPHABETICAL

Debtor: Bradco/SCAT Acquisition Corp.

EXHIBIT A

To Financing Statement on Form UCC-1 between Bradco/SCAT Acquisition Corp., as Debtor, and Fleet Bank of Massachusetts, N.A., as Secured Party.

This Financing Statement covers the following types (or items) or property:

All of the Debtor's tangible and intangible personal property and fixtures, wherever located and whether now owned or existing or hereafter acquired or arising, together with any and all additions and accessions thereto and products and proceeds thereof (hereinafter referred to collectively as the "Collateral"), including, without limiting the generality of the foregoing, the following properties, assets and rights of the Debtor: (a) all inventory, equipment, goods, merchandise, raw materials, supplies, goods or work in process, finished goods and other tangible personal property held by the Debtor for processing, sale or lease or furnished or to be furnished by the Debtor under contracts of service or to be used or consumed in the Debtor's business (the foregoing items in this clause (a) being sometimes herein referred to collectively as "Inventory"); (b) all accounts, accounts receivable and notes, drafts, acceptances and other instruments representing or evidencing a right to payment for goods sold or leased or for services rendered whether or not earned by performance, as well as all right, title and interest of the Debtor in the goods which have given rise thereto, including the right of stoppage in transit (the foregoing items in this clause (b) being sometimes herein referred to collectively as "Accounts Receivable"), as well as all right, title and interest of the Debtor in the goods which have given rise thereto, including the right of stoppage in transit; (c) all contract rights (including, without limitation, all rights to indemnity and other amounts payable to the Debtor under the Stock Purchase Agreement) and all rights to payment under a contract not yet earned by performance and not evidenced by an instrument or chattel paper; (d) all general intangibles of the Debtor, including without limitation, goodwill and all present and future intellectual property rights of the Debtor, including without limitation, all trademark, trade name and "dba" rights, all copyright rights, all patent rights, all trade secrets, all know-how, and all causes of action arising under all such intellectual property rights; (e) all of the Debtor's chattel paper and of every kind and description; (f) all other rights of the Debtor to the payment of money, including without limitation, amounts due from affiliates, all tax refunds and/or abatements of every kind and nature, insurance proceeds, proceeds from letters of credit, proceeds from factoring agreements, tort claims, and all rights to deposits or advance payments; (g) all books, customer lists, files, records (including without limitation computer programs, disks, tapes and related electronic

data processing media) and writings of the Debtor or in which the Debtor has an interest in any way relating to the Collateral and all rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any Collateral; (h) all of the Debtor's documents, documents of title, policies and certificates of insurance, securities and instruments (whether negotiable or non-negotiable); (i) all cash, funds and investments in any collateral account or accounts maintained from time to time by the Debtor with the Bank and all deposits and/or deposit accounts maintained by the Debtor; (j) all liens, rights, remedies, privileges, guaranties and securities for any of the foregoing; (k) all of the Debtor's equipment, machinery, fixtures, furniture, office supplies and vehicles and (l) all of the Debtor's rights under all present and future authorizations, permits, licenses and franchises, to the fullest extent permitted by applicable law.

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