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Joyce Wessels, American Trust & Savings Bank, P.O. Box 307, Dyersville, IA 52040 (319)875-2491

ASSIGNMENT OF REAL ESTATE LEASE AND AGREEMENT

This assignment of lease and agreement made and entered into by and between Engineering Services and Products Company, Inc., A Connecticut Corporation, dba FarmTek and Tek Supply (Lessee - hereinafter called "Borrower") and C & G Partnership, An Iowa Partnership (hereinafter called "Lessor"), and American Trust & Savings Bank (hereinafter called "Assignee"); Witnesseth:

Whereas, Borrower has heretofore leased from Lessor certain real property by lease dated March 1, 1997, ~~recorded in Book _____, Page _____, of the records of the County of Delaware, State of Iowa,~~ for a term of 20 years and described as follows:

Lots one (1) and two (2) of Lammers Acres, a Subdivision of Part of the West ½ of the SE 1/4 o Section 36, Township 89 North, Range 3 West of the 5th P.M. City of Dyersville, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 154.

And, Whereas, Assignee has authorized the making of a loan to Borrower in the amount of One million one hundred forty four thousand one hundred thirty and 56/100 Dollars ($1,144,130.56) due and payable on or before August 1, 2017;

And, Whereas, such loan is for the benefit of both Borrower and Lessor, in that the funds are to be used for the benefit of the business conducted on the leased premises;

Now, Therefore, for and in consideration of the premises and of disbursement of said loan or any part thereof, Borrower, with the consent of Lessor, hereby Assigns, Transfers, and Conveys unto Assignee the lease above described, To Have and To Hold the same for and during the remainder of the term mentioned in the lease, and all renewals and extensions of said term.

A. Borrower and Lessor further Covenant and Agree:

1. Borrower is not now in default in the performance of lease; and borrower and Lessor will each perform the covenants and conditions required of him by said lease for the term of said loan and any extensions or renewal of it.

2. Except as otherwise herein permitted, Borrower and Lessor will not, alone or by agreement between them, modify or terminate said lease without consent of Assignee.

DATE 7-28-97 BOOK 7 PAGE 69

3. In the event of default by Borrower under the terms of said lease, Lessor shall have the right to terminate said lease in accordance with its terms, provided, however, Lessor shall first give Assignee 60 days written notice of such default and the right, at the option of Assignee, during such period to cure such default; and during such period, Lessor will take no action to enforce its claim arising from such default without Assignee's consent.

4. In the event of any default by Borrower in the performance of any of the obligations of his note to Assignee evidencing the aforesaid loan, any renewal or extension thereof, or any other agreement made in connection therewith, including his agreements herein, then, Assignee, at its option, may, without notice, using such force as may be necessary, enter said leased premises and do any one of more of the following.

a. Remove all property of Borrower therefrom that is hypothecated as collateral for its aforementioned loan.

b. Sell the property referred to in paragraph a. on said premises.

c. Transfer and assign said lease and Borrower's rights therein to parties satisfactory to Assignee, and upon assignment, the obligations of said lease shall be binding on said transferee.

In the event Assignee shall only undertake the option provided in paragraph a. or b., it shall have no obligation other than payment of rent accruing during the period of its possession of the premises. In the event Assignee shall make transfer of said lease as provided in paragraph c.. Assignee will cure all defaults in said lease, and its sold other obligation shall be the payment of rent which accrued prior to the transfer of said lease.

5. None of the property required to be hypothecated as collateral for the aforesaid loan constitutes fixtures or real property.

B. Lessor agrees to, and does hereby, subordinate any lien he may, now or hereafter, have on the property of Borrower, that is now or hereafter security for the aforesaid loan, to Assignee's liens on said property and to Assignee's rights herein.

C. Lessor hereby represents warrants that title to said leased premises is held by him in fee simple and that he has full power and authority to enter into this Agreement.

D. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

Witness our hands this 22nd day of July, 1997.

Engineering Services and Products Company, Inc., A Connecticut Corporation, dba FarmTek and Tek Supply

By: _____
Barry Goldsher, President

By: _____
Charles R. Clark, Jr., Partner

C & G Partnership, An Iowa Partnership

By: _____
Barry Goldsher, Partner

By: _____
Charles R. Clark, Jr., Partner

State of Connecticut
County of Hartford ss.

On this 23rd day of July, 1997 before me, the undersigned a Notary Public in and for said County and State, personally appeared Barry Goldsher, to me personally known, who, being by me duly sworn, did say that he is a Partner of C & G Partnership, An Iowa Partnership, and that said instrument was signed on behalf of the Partnership and that the said Partner acknowledges the execution of said instrument to be the voluntary act and deed of said Partnership; by it and by them voluntarily executed.

_____
Notary Public George Epstein

MY COMMISSION EXPI
DATE: August 31, 199

State of Iowa
County of Dubuque ss.

On this 22 day of July, 1997 before me, the undersigned a Notary Public in and for said County and State, personally appeared Charles R. Clark, Jr., to me personally known, who, being by me duly sworn, did say that he is a Partner of C & G Partnership, An Iowa Partnership, and that said instrument was signed on behalf of the Partnership and that the said Partner acknowledges the execution of said instrument to be the voluntary act and deed of said Partnership; by it and by them voluntarily executed.

_____
Notary Public

State of Connecticut
County of Hartford ss.

LEO A. MC CARTHY
MY COMMISSION EXPIRES
AUGUST 26, 1997

On this 23rd day of July, 1997 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barry Goldsher, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation; by it and by him voluntarily executed.

_____
Notary Public George Epstein

MY COMMISSION EXPI
DATE: August 31, 1997

State of Iowa
County of Dubuque ss.

On this 22 day of July, 1997 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles R. Clark, Jr., to me personally known, who, being by me duly sworn, did say that he is the Vice President of said corporation executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Vice President as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation; by it and by him voluntarily executed.

LEO A. MC CARTHY
MY COMMISSION EXPIRES
AUGUST 26, 1997

_____
Notary Public

BOOK 7 PAGE 69