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Leo McCarthy

Joyce Wessels, American Trust & Savings Bank, P.O. Box 307, Dyersville, IA 52040 (319)875-2491
Name, Address & Telephone Number of Preparer:

ASSIGNMENT OF LEASE PAYMENTS

This Assignment is made this 22nd day of July, 1997, by C & G Partnership, An Iowa Partnership, (hereinafter referred to as "Assignor") to **American Trust & Savings Bank**, a state banking corporation duly organized and existing under the laws of Iowa and having its principal banking office at Dubuque, Iowa, (hereinafter referred to as "Assignee").

RECITALS:

A. Assignor is indebted to Assignee under the terms and conditions of a Promissory Note dated July 22, 1997, (hereinafter referred to as "Loan Agreement").

B. Assignor is the owner of the commercial real estate and building(s) located at 1440 Field of Dreams Way in Dyersville, Delaware County, Iowa, and legally 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 of Section 37, 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.

which real estate including all building improvements thereon, shall hereinafter be referred to as the "Premises".

C. Assignor, as landlord, has entered into a lease agreement with the tenant of the Premises, Engineering Services and Products Company, Inc., A Connecticut Corporation, d.b.a. FarmTek and Tek Supply.

D. Pursuant to the terms of the Loan Agreement, this Assignment is made by Assignor for the purpose of securing payment of the indebtedness owing by Assignor to Assignee under the Loan Agreement.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. **ASSIGNMENT**. Assignor does hereby grant, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Premises' leases and tenancies, now existing or which may hereafter be created, (hereinafter referred to as the "Leases"). This Assignment includes all rental payments due by existing and future tenants of the Premises to Assignor, as landlord, including any future amendments or renewals of said Leases.

Unless an event of default has occurred under the Loan Agreement, all rental payments under the Leases may be paid directly to Assignor, and Assignee herein need not be named as joint payee with respect to any such payment. Upon the occurrence of any event of default under the Loan Agreement, Assignor expressly directs and authorizes all tenants under the Leases to name Assignee as sole payee and recipient of the following:

(a) all rental payments due under the Leases, including any amendment or renewal thereto; and

(b) any and all other rights of payment to which Assignor may be entitled under the terms of the Leases, including any renewal or amendment thereto.

All such payments received by Assignee pursuant to this Assignment shall be applied by Assignee toward payment of the indebtedness owing by Assignor to Assignee under the terms of the Loan Agreement, or alternatively, shall be applied by Assignee toward payment of real estate taxes and insurance with respect to the Premises.

2. **SECURITY INTEREST**. This Assignment is for the purpose of securing payment of all amounts due by Assignor to Assignee under the Loan Agreement, together with and including any refinancing, renewal or extension of said indebtedness.

3. **COVENANTS OF ASSIGNOR**. To protect the security of this Assignment, Assignor covenants and agrees as follows with respect to all the Premises' Leases.

a) To faithfully perform and discharge each and every material obligation, covenants and agreement required of Assignor, as landlord, and to give prompt notice to Assignee of any notice received from a tenant of Assignor's material default, together with an accurate and complete copy of any such notice.

b) To enforce and secure the performance of each and every obligation, covenant and condition to be performed by tenants under the Premises's Leases; not to materially modify or in any way alter the terms of the leases without the consent of Assignee unless required to do so by the terms of the Leases; not to waive, excuse, condone or in any other manner release or discharge any Premises' tenant of or from the obligations, covenants, conditions and agreements by said tenant to be performed which would materially affect Assignor's ability to perform its obligations to Assignee under the Loan Agreement.

c) To not execute any other assignment of the Leases or of Assignor's right, title or interest therein, or to the rentals to accrue thereunder; to not perform any act or execute any instrument which might adversely affect the rights of Assignee hereunder; and to not accept rent under the Leases for any period subsequent to the current period for which rent is due and payable.

d) To furnish Assignee, upon Assignee's request, executed copies of all Leases now or hereafter existing with respect to the Premises or, upon Assignee's request, a complete and accurate listing of all such Leases showing the name and address of the tenant, the lease term, and the rentals due by the tenants.

e) To execute and deliver all such instruments and to take all such action for the purpose of further effectuating this Assignment and for the carrying out of the terms hereof, as may be requested in writing by Assignee.

4. **REMEDY OF LANDLORD'S DEFAULT**. Upon or at any time after default by Assignor in the performance of any obligation, covenant or agreement required of Assignor, as landlord under the Lease, Assignee may, at its option, elect to cure any default of Assignor under said Lease and to do any act which Assignee may deem proper and necessary in order to protect the security granted Assignee under this Assignment, and Assignee in its own name may sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same upon any indebtedness secured by this assignment or toward payment of real estate taxes and insurance owing with respect to the Premises.

Notwithstanding the foregoing, it is expressly agreed that Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability of Assignor under any of the Premises' Leases.

The provisions of this paragraph are intended only to address rights and remedies as between Assignor and Assignee and are not intended to affect any rights of tenants under Premises' Leases.

5. **RELEASE OF SECURITY INTEREST**. Upon payment in full of all indebtedness secured hereby, including any further indebtedness of Assignor to Assignee, this Assignment and the security interest created herein shall become void and of no effect and shall be released by Assignee.

6. **SUCCESSORS AND ASSIGNS**. This Assignment inures to the benefit of the above name Assignee, and its successors and assigns, and binds Assignor and Assignor's successor and assigns. The term "Leases" means not only the lease agreements hereby assigned by also any amendment, modification, renewal or extension of said lease agreements.

IN WITNESS WHEREOF, the parties have set their hand the day and year first above written.

The undersigned Tenant, Engineering Services and Products Company, Inc. dba FarmTek and Tek Supply, hereby acknowledges receipt of this assignment and agrees to be bound by and comply with its terms and conditions as Tenant thereunder.

C & G Partnership, An Iowa Partnership, Assignor

By: X _____
Barry Goldsher, Partner

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

American Trust & Savings Bank, Assignee

By: _____

Seal

By: _____

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

By: X _____
Barry Goldsher, President

By: _____
Charles R. Clark, Jr., Vice President

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.

George Epstein
Notary Public

George Epstein
MY COMMISSION EXPIRES:
DATE: August 31, 1999

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.

Leo A. McCarthy
Notary Public

LEO A. MC CARTHY
MY COMMISSION EXPIRES
AUGUST 26, 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 the State of Iowa, personally appeared Daniel C. Willenbrock and Timothy German, to me personally known, who being by me duly sworn, did say that they are the SVP and VP of American Trust & Savings Bank, the corporation executing the within and foregoing instrument to which this is attached, ~~that the seal affixed thereto is the seal of the corporation~~; that said instrument was signed ~~and sealed on~~ behalf of the corporation by authority of its Board of Directors; and that Daniel C. Willenbrock and Timothy German, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

CHRISTINA A. WESSEL
MY COMMISSION EXPIRES
4-24-98

Christina A. Wessel
Notary Public

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 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.

George Epstein
Notary Public George Epstein
MY COMMISSION EXPIRES:
DATE: August 31, 1999

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. McCarthy
Notary Public

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