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Prepared by Leo A. McCarthy, 222 Fischer Bldg., Dubuque, IA 52004-2039 319-556-8000

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., d/b/a FARMTEK, (Lessee-hereinafter called "Borrower"); and C & G PARTNERSHIP, (hereinafter called "Lessor"); and E.C.I.A. BUSINESS GROWTH INC. (hereinafter called "Assignee");

Witnesseth:

WHEREAS, Borrower has heretofore leased from Lessor certain real property by lease dated March 1, 1997, and not recorded in the records of the County of Delaware, State of Iowa for a term of 20 years, and described as follows:

Lots One (1) and (2) of Lammers Acres, A Subdivision Of Part Of The W 1/2 W 1/4 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 of the records of Delaware County, Iowa.

Copy of such Lease Agreement is attached hereto marked Exhibit "A".

WHEREAS, Assignee has authorized the making of a loan to Borrower in the amount of $715,000.00 due and payable on or before September 1, 2017;

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.

For Assignment to Security Bank, Galena
See Book 7 Page 73
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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 or 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 options 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 sole 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 lien or liens on said property and to Assignee's rights herein.

C. Lessor hereby represents and 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 and seals this 22nd day of July, 1997.

C AND G PARTNERSHIP, an Iowa Partnership
(Lessor)

BY: _____
Barry Goldsher, Partner

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

ENGINEERING SERVICES AND PRODUCTS COMPANY, INC.
(Lessee-Borrower)

BY: _____
Barry Goldsher, President

BY: _____
Charles R. Clark, Jr., Secy.

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 22nd day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, 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 AND G PARTNERSHIP, an Iowa partnership, and that the instrument was signed on behalf of the partnership by authority of the partners; and CHARLES R. CLARK, JR. acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by him voluntarily executed.

Leo A. McCarthy
Notary Public

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

STATE OF CONNECTICUT)
) ss:
COUNTY OF HARTFORD)

On this 23rd day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Connecticut, personally appeared BARRY GOLDSHER, to me personally known, who being by me duly sworn, did say that he is a partner of C AND G PARTNERSHIP, an Iowa partnership, and that the instrument was signed on behalf of the partnership by authority of the partners; and BARRY GOLDSHER acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by him voluntarily executed.

George Epstein
George Epstein Notary Public

DATE: August 31, 1997

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

On this 22nd day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **CHARLES R. CLARK, JR.** to me personally known, who being by me duly sworn, did say that he is the **SECRETARY** of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that **CHARLES R. CLARK, JR.** as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Leo A. McCarthy
Notary Public in and for said State

STATE OF CONNECTICUT)
) ss.
HARTFORD COUNTY)

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 the State of Connecticut, personally appeared **BARRY GOLDSHER** to me personally known, who being by me duly sworn, did say that he is the **PRESIDENT** of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that **BARRY GOLDSHER** as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

MY COMMISSION EXPIRES
DATE: August 31, 1997

George Epstein
Notary Public in and for said State
GEORGE EPSTEIN

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LEASE AGREEMENT

This Indenture of Lease made this 1st day of March 1997 by and between ENGINEERING SERVICES AND PRODUCTS COMPANY, INC., d/b/a FARMTEK , of South Windsor, Connecticut, hereinafter called "Lessee" and C & G PARTNERSHIP, of South Windsor, CT, hereinafter called "Lessor".

WITNESSETH:

1. The Lessor has leased and does hereby lease to the Lessee one building consisting of approximately 57,500 sq.ft., containing office space and warehouse space, and retail space in Dyersville, Iowa (East 700 ft. of the South West quarter of the South East quarter section 36-89-3), together with access to said premises by a right of way running from a public way fronting the property upon which said building is located (the "premises") for a term of twenty (20) years, commencing March 1, 1997

2. The lease term shall commence on March 1, 1997 and expire on Feb. 28, 2017. The base rent for the twenty (20) year term shall be ($4,320,000) Four Million Three hundred and Twenty Thousand Dollars, payable without demand or notice in equal installments of ($18,000) Eighteen Thousand ------- Dollars, on the first day of each and every month commencing on the first day of March 1997.

3. Lessor shall, at it's own cost and expense finish, paint, and decorate the premises and install therein such fixtures as the parties agree may be necessary or convenient for the conduct of the business contemplated herein. All alterations by Lessor shall become and remain the property of the Lessor and in the event the lease is terminated, shall not be removed from the premises by the Lessee unless desired by the Lessor in which event the cost of such removal shall be the expense of the Lessor.

4. The Lessor covenants with the Lessee that it will suffer and permit the Lessee to quietly occupy, possess and enjoy the aid premises during the term aforesaid without hindrance or molestation.

5. The Lessee covenants with the Lessor to hire said premises and to pay rent therefore as aforesaid; and, it will commit no waste, nor suffer the same to be committed thereon, nor injure not misuse the same; and also that it will not assign this lease, nor underlet a part of the whole of said lease premises, nor male alterations in said premises, nor use the same for any purpose but that for distribution, warehousing, and manufacturing of parts and equipment, without written permission from the Lessor which shall not be unreasonable withheld or delayed.

6. Its expressly agreed that in case the Lessee shall, with the written consent of the Lessor, at anytime holdover the said premises beyond the period above specified as the termination of this lease,

then the Lessee shall hold the said premises upon and under the same terms, and under the same stipulations and agreements as are in this instrument contained.

7. It is understood and agreed between the parties hereto that this lease shall not be assigned nor in any way encumbered by Lessee or Lessor, nor shall Lessee nor Lessor permit any other person, firm, or corporation (other than apparent, subsidiary or affiliated corporation), to operate a business within the leased premises under any arrangement for compensation or otherwise nor sublicense nor sublease (except as aforesaid) any part of the premises without prior written consent of Lessor and Lessee.

8. Insurance.

(a) Lessor and Lessee will each keep its respective property interests in the premises and its liability in regard thereto and the personal property on the premises, reasonably insured against hazards and causalities; that is, fire and those items usually covered by extended coverage; and Lessee will procure and deliver to the Lessor a certification from the respective insurance companies to that effect. Such insurance shall be made payable to the parties hereto as their interests may appear.

(b) Lessee will not do or omit the doing of any act which would vitiate any insurance, or increas the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the Lessee upon which the Lessor by law or by the terms of this lease has or shall have a lien.

(c) Lessee further agrees to be liable for and to promptly pay, as if current rental,. any increase in insurance rates on said premises and on the building of which said premises are a part, due to increase risks or hazards resulting from Lessee's use of the premises, otherwise, then as herein contemplated and agreed.

(d) Lessor shall settle and adjust any claim against any insurance company under its policies of insurance for the premises, and said insurance monies shall be paid to and held by the Lessor to be used payment for cost of repairs or restoration of damaged improvements, if the destruction is only partial.

9. Lessee covenants and agrees that it will, at its own expense, procure and maintain causality and liability insurance in a responsible company or companies authorized to do business in the State of Iowa, in amounts not less than $100,000.00 for any one person injured, and $500,000.00 for any one accident, and with the limits of $250,000.00 for property damage, protecting the Lessor against such claim, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident of other happening on or about the demised premises during the term hereof. Certificates or copies of said policies, naming the Lessor, and providing for 15 days notice to the Lessor before cancellation shall be delivered to the Lessor within 20 days from the date of the beginning of the term of this lease.

10. Lessee, during the term of this lease, shall pay, before delinquency, all charges for use of telephone, water, sewer, gas, heat, electricity, power, air conditioning, garbage disposal and trash

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disposal attributable to its tenancy.

11. If, after execution of this lease and prior to the expiration of the term of the lease of any extensions thereof, the whole or any part of the leased premises shall be taken by eminent domain, then the term of this lease shall cease as of the time when the Lessor shall be divested of its title in the leased premises and the rent shall be apportioned and adjusted as of the time of said termination.

12. Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it, or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportions of said award a may be fair and reasonable.

13. It is further agreed between Lessor and Lessee that any and all previous leases and agreements between Lessor and Lessee to the extent contrary or inconsistent with the terms hereof are hereby revoked and the terms herein effective and controlling.

In The Presence Of:

George Epstein

C & G PARTNERSHIP, Lessor;

By: Charles R Clark Jr

Charles R. Clark, Jr., Partner

ENGINEERING SERVICES & PRODUCTS COMPANY, INC., Lessee;

By: Charles R Clark Jr

Charles R. Clark, Jr.
Its Secretary, duly authorized --