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American Trust
P.O. Box 307
Dyersville, IA

Engineering Services & Products Company, Inc., 1395 John Fitch Boulevard, South Windsor, CT
(Name and Address of Preparer)

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

disposal attributed to it's 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 reward 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 as 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:

ENGINEERING SERVICES & PRODUCTS COMPANY, INC.

By: Charles R Clark

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

State of Connecticut
County of Hartford

Personally appeared before me Charles R Clark
signer of the foregoing this 5th Day of August 1997

George Epstein
Notary Public

GEORGE EPSTEIN · NOTARY PUBLIC · CONNECTICUT

MY COMMISSION EXPIRES:
DATE: August 31, 1999

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