City of Delhi
P.O. Box 225
Delhi, IA 52223

DELAWARE COUNTY IOWA
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BOOK 200 PAGE 2962
DEBORAH L. PEYTON
DELAWARE CO RECORDER
31.00

Prepared by: William J. Noth
Ahlers Cooney Dorweiler Haynie Smith & Allbee, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309

EXHIBIT A

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this 2 day of October, 2000, by and among the CITY OF DELHI, IOWA, (the "City") and ATTACHMENT TECHNOLOGIES, INCORPORATED, a Delaware corporation having an office for the transaction of business at 503 Gay Street, Dehli, Iowa 52223 (the "Developer")

WITNESSETH:

WHEREAS, the City and the Developer have heretofore entered into an Agreement for Private Redevelopment dated as of October 20, 1995 (the "Agreement"); and

WHEREAS, on or before the date hereof the City and Developer have entered into a First Amendment to the Agreement (the "First Amendment") dated the 2 day of October, 2000 regarding certain real property located in the City legally described as follows:

Lots Five (5), Six (6) and Seven (7), Block Sixteen (16), and Lots One (1), Two (2), Three (3), Four (4), Seven (7), Eight (8), Nine (8) and Ten (10), Block Eighteen (18), Delhi, Iowa, and that part of vacated Sixth Street in said Town of Delhi, Iowa lying South of the extended center line of Gay Street and North of the railroad right-of-way, according to plat recorded in Book A L.D., Pages 128-129; and that part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Seventeen (17), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M. described as commencing at the intersection of the center line of Gay Street with the West line of Sixth Street in the Town of Delhi, Iowa, and running thence West to the East line of the Anamosa and Garnavillo State Road; thence Southwesterly along said road to the North line of the railroad right-of-way; thence Southeasterly along said railroad right-of-way to its intersection with the West line of said Sixth Street; thence North to the point of beginning, except that part described as commencing at the intersection of the North line of the railroad right-of-way with the East line of the Anamosa and Garnavillo State Road and running thence Southeasterly along said railroad right-of-way two hundred fifty (250.0) feet; thence Northwesterly to a point on the East line of said

Anamosa and Garnavillo State Road which is one hundred seventy five (175.0) feet from the point of beginning; thence Southwesterly along the East line of said road one hundred seventy five (175.0) feet to the point of beginning; and Lot One (1) of the Subdivision of the Northwest part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty (20), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 49, AND Fifth Street Between Market Street and South Street, the alley in Block Eighteen (18), and South Street between Fifth Street and Sixth Street; all in Delhi, Iowa, according to plat recorded in Book A L.D., Page 128-129.

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said First Amendment, the Developer will undertake the further development of the Development Property, which is within the "Delhi Economic Development District"; and

WHEREAS, pursuant to Section 403.6 of the Code of Iowa, as amended, the City and the Developer desire to establish a new minimum actual value for the land and improvements thereon to be constructed by the Developer pursuant to the First Amendment (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements, but no later than January 1, 2001, the minimum actual taxable value which shall be fixed for assessment purposes for the Development Property and the Minimum Improvements to be constructed thereon shall be not less than Two Million Dollars ($2,000,000) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before the 1st day of December, 2000.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Developer seek to reduce the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on January 1, 2010.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Delaware County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement or the First Amendment between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

6. Upon the recording of this Minimum Assessment Agreement, the existing Minimum Assessment Agreement between the City and the Developer with respect to the Development Property shall be terminated and of no further force or effect.

CITY OF DELHI 1852 DELHI IOWA

THE CITY OF DELHI, IOWA

By: _____
Roy Atkinson, Mayor

ATTEST:

_____
Janet L. Cords, City Clerk

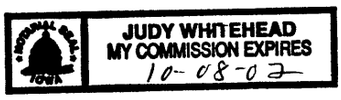
ATTACHMENT TECHNOLOGIES,
INCORPORATED

By: 

Steven A. Hoeger
Chief Financial Officer and Treasurer

STATE OF IOWA)
) SS
COUNTY OF DELAWARE)

On this 2nd day of October, 2000, before me a Notary Public in and for said County, personally appeared Roy Atkinson and Janet L. Cords, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Delhi, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.



Judy Whitehead
Notary Public in and for Delaware County, Iowa

STATE OF IOWA)
) SS
COUNTY OF DELAWARE)

On this 2nd day of October, 2000, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Steven A. Hoeger, to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer and Treasurer of Attachment Technologies, Incorporated, a Delaware corporation, and that said instrument was signed on behalf of said corporation; and that the said Steven A. Hoeger as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.



Judy Whitehead
Notary Public in and for Delaware County, Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual value assigned to such land and improvements upon completion shall not be less than Two Million Dollars ($2,000,000), until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

John R. Klaus

Delaware County Assessor for the City of Delhi, Iowa

10/3/00

Date

STATE OF IOWA)
) SS
COUNTY OF DELAWARE)

Subscribed and sworn to before me by John R. Klaus, County Assessor for the City of Delhi, Iowa.

Sharon McCrabb

Notary Public in and for Delaware County, Iowa

10-3-00

Date