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DELAWARE COUNTY IOWA
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BOOK 3 PAGE 202
DEBORAH L. PEYTON
DELAWARE CO RECORDER
3.00

Prepared by: James W. Radig, PO Box 5878, Cedar Rapids IA 52406, 319-364-0900

ASSIGNMENT OF REAL ESTATE LEASE AND AGREEMENT

This assignment of lease and agreement is made and entered into by and between EIP MANUFACTURING, L.L.C. (Lessee - hereinafter called "Borrower"); and EASTERN IOWA PORK, INC., an Iowa corporation (hereinafter called "Lessor"); and COMMUNITY SAVINGS BANK, Edgewood, Iowa (hereinafter called "Bank");

Whereas:

- Borrower has agreed to lease from Lessor certain real estate and personal property for a term of 10 years by a lease dated March 7th, 2003 (the "Lease"), the real estate legally described in Exhibit A attached hereto and the personal property listed in Exhibit B attached hereto;

- The Bank has authorized the making of a loan to Borrower in the amount of approximately $1,958,000.00 (the "Loan") under the terms of a certain credit agreement ("Credit Agreement"), which Loan and Credit Agreement are dated March 7, 2003, and may in the future make additional loans or financial accommodations available to Borrower;

- The Loan and future loans will benefit 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 the Loan or any part of it, Borrower, with the consent of Lessor, hereby Assigns, Transfers and Conveys unto the Bank the Lease above described as collateral to secure Borrower's obligations to the Bank, 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 further Covenants and Agrees that Borrower is not now in default in the performance of the Lease; and Borrower will perform the covenants and conditions required of it by the Lease for the term of the Loan and any extensions or renewal of it.

B. Lessor covenants and agrees that (1) Borrower is not now in default in the performance of the Lease, and (2) Lessor will perform the covenants and conditions required of it by the Lease.

C. Borrower and Lessor further covenant and agree that:

1. Except as otherwise permitted in this Assignment, Borrower and Lessor will not alone or by agreement between them, modify or terminate the Lease without the prior written consent of the Bank.

2. In the event of default by Borrower under the terms of the Lease, Lessor shall have the right to terminate the Lease in accordance with its terms; Provided, however, that Lessor shall first give the Bank 30 days written notice of such default and the right, at the option of the Bank, 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 the Bank's consent.

3. In the event of any default by Borrower under the Loan or Credit Agreement, or any other loan, or any renewal or extension thereof with the Bank, then the Bank, at its option, may, without notice, using such force as may be necessary, enter the leased premises and do any one or more of the following:

a. Remove all property of Borrower therefrom that is pledged as collateral for its Loan.

b. Sell the property referred to in paragraph a. on the premises in the form and manner of a liquidation or going out of business sale, including advertising, any terms or provisions of the Lease to the contrary being expressly waived.

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

In the event the Bank only undertakes the options provided in paragraph a. or b, it shall have no obligation to Lessor other than payment of rent accruing during the period of its possession of the premises. In the event the Bank shall make transfer of the Lease as provided in paragraph c, the Bank will cure all defaults in the Lease, and its sole other obligation shall be the payment of rent which accrued prior to the transfer of the Lease. Any lien for past-due rent from the Borrower-tenant shall be a subordinate lien to the Bank's lien.

4. None of the property required to be pledged as collateral for the Loan constitutes real property.

D. Borrower further covenants and agrees:

1. Any default by Borrower under the Lease described above shall constitute a default under this Assignment, and any default under this Assignment by Borrower shall constitute an Event of Default under the Credit Agreement, and such a default shall give rise to all remedies available to the Bank under such Credit Agreement(s). In the event of such default, the Bank may perform the Borrower's obligations under the Lease without releasing the Borrower therefrom and without resulting in any assumption of such obligations by the Bank.

2. Except as provided otherwise in paragraph C.3, the Bank shall have no obligation or liability under the Lease by reason of or arising from this Assignment, nor shall the Bank be required or obligated to perform or fulfill any obligation of the Borrower

under or pursuant to the Lease, including, without limitation, Borrower's obligations to make payments as and when the such payments are due under the Lease.

E. Lessor hereby subordinates any lien it may now or in the future have on the property of Borrower, to any lien the Bank's may now have or later acquire upon the Borrower's property as security for the Loan or the Credit Agreement.

F. Lessor hereby represents and warrants that he has full power and authority to enter into this Agreement.

G. This agreement shall be binding upon and inure to the benefit of the personal representatives, successors and the Banks of the parties hereto.

Witness our hands and seals this 7th day of March, 2002.

Community Savings Bank

By: _____
Brett W. Nagel, Vice President / Sr. Commercial Lender

EIP Manufacturing, L.L.C.

By: Michael D. Lattner President
Michael D. Lattner, President

By: Dale H. Keuter V.P.
Dale H. Keuter, Vice President

Eastern Iowa Pork, Inc.

By: Eileen M. Keuter President
Eileen M. Keuter, President

By: Kathryn L. Krapfl Secretary
Kathryn L. Krapfl, Secretary

STATE OF IOWA, Delaware COUNTY, ss:

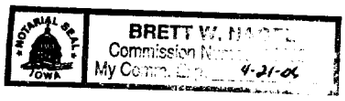
On this 7th day of March, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Brett W. Nagel, to me known, who being by me duly sworn, did say that he is the Vice President/Sr. Commercial Lender of said banking corporation; that said instrument was signed on behalf of said banking corporation by authority of its Board of Directors; and that the said Brett Nagel as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said banking corporation, by it and by him voluntarily executed.



Notary Public in and for the State of Iowa

STATE OF IOWA, Delaware COUNTY, ss:

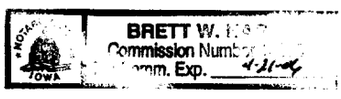
On this 7th day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael D. Lattner and Dale H. Keuter, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President respectively of EIP Manufacturing, LLC, an Iowa limited liability company, executing the foregoing instrument, that the instrument was signed and sealed on behalf of EIP Manufacturing, LLC by authority of its members; and that they as such officer s acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company by it and by them voluntarily executed.



Notary Public in and for the State of Iowa

STATE OF IOWA, Delaware COUNTY, ss:

On this 7th day of March, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Eileen M. Keuter and Kathryn L. Krapfl, to me known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Eastern Iowa Pork, Inc; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Eileen M. Keuter and Kathryn L. Krapfl, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Notary Public in and for the State of Iowa

EXHIBIT "A"

Parcel "A," part of the Frac. Northeast Quarter of the Northeast Quarter (Frl. NE ¼ - NE ¼) and part of the Southeast Quarter of the Northeast Quarter (SE ¼ - NE ¼) of Section 2, Township 88 North, Range 4 West of the Fifth Principal Meridian, Delaware County, Iowa, according to Plat Recorded in Book 7 Plats, Page 134

AND

All that part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Two (2), Township Eighty Eight (88) North, Range Four (4), West of the Fifth Principal Meridian lying North and East of the highway running through said tract, except any part thereof acquired by the State of Iowa by condemnation proceedings described in Book J Misc., Pages 577-593

EXHIBIT "B"

LEASED MACHINERY AND EQUIPMENT (FIXTURES)

Verson punch press

Powder paint line with four stage washer and wheelabrator

Big Lewis one inch coil line

Nine bridge cranes

TDK 1,000/3G drilling machine and saw