Clemens, Walters, Carlson & Meyer
3080 Southgate
Dubuque IA 52003

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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared by: Jerome P. Schroeder, ECIA, 3999 Pennsylvania Ave., Dubuque, Iowa 52002 Ph. 563 556-4166
After recording, please return to above.

CERTIFICATE AND THIRD PARTY LENDER AGREEMENT

NOW on this 24th day of January, 2006, US Bank, NA (hereinafter "Third Party Lender") does agree as follows:

WHEREAS, Third Party Lender has provided interim lending Henderson Enterprises, Inc. (hereinafter "Borrower"); and

WHEREAS, the U.S. Small Business Administration (SBA) has approved an Authorization for Debenture Guarantee, 504 program, (hereinafter "Authorization") which has been accepted by Borrower and E.C.I.A. Business Growth, Inc., a certified development company (hereinafter "CDC"); and

WHEREAS, the Authorization requires certain certifications and agreements by the Third Party Lender at closing; and

Whereas, borrower has offered collateral to Third Party Lender and CDC including, but not limited to, a Security Agreement and UCC Financing Statement on the Personal Property legally located on the Real Estate legally described as

Parcel P in the SW ¼ - SE ¼ Section 32- T89N – R5W City of Manchester, Delaware County, Iowa, according to the plat recorded in Book 2004, Page 4504.

Lot Two (2) of Lot Thirteen (13) of the Sub-Division of Section 32-89-5 in Delaware County, Iowa, according to the plat recorded in Book 2 Plats, Page 96 ½, except that part conveyed to the State of Iowa by Easement recorded in Book 91 L.D., Page 403, and also except that part conveyed to the City of Manchester, Iowa, by Quit Claim Deed recorded in Book 125, L.D., Page 322.

(HEREINAFTER THE "PROJECT PERSONAL PROPERTY").

WHEREAS, under the Authorization, the Third Party Lender shall enter into permanent financing with the Borrower and CDC/SBA shall advance sums to the Third Party Lender.

WHEREAS, said advance by CDC/SBA shall also be collateralized by the Project Personal Property.

WHEREAS, the CDC cannot advance to the Borrower unless and until Third Party Lender executes and delivers this document in recordable form.

NOW THEREFORE, in consideration of the arrangement between the parties and for other valuable consideration, US Bank, NA certifies and agrees as follows:

1. Certifications at closing. Third Party Lender certifies:

   a) That the interim loan made by Third Party Lender to Borrowers has been disbursed in reasonable compliance with the Authorization.

   b) That it has no knowledge of any unremedied substantial adverse change in the condition of the Borrower since the date of the loan application to the Interim Lender.

2. Third Party Lender Agreements.

   a) Third Party Lender confirms that it has advanced loan funds totaling $1,332,106.20 to Borrower, evidenced by both a Promissory Note dated December 16th, 2005 and a Security Agreement dated December 16th, 2005. Third Party Lender verifies Borrower is current on payments and Borrower is not otherwise in default. On or about March 15, 2006, Third Party Lender will receive a wire transfer in the amount of $582,106.20 representing payment of the interim financing related to the fixed asset project approved under the SBA Loan Authorization, Loan Number 825 661 4000. Third Party Lender certifies that the Bank's mortgage balance after receipt of the wire transfer will have a lien position senior to CDC/SBA on the Project Personal Property not to exceed $750,000.00, as approved under said Authorization. Third Party Lender agrees that upon receipt of the wire transfer, it will release all interim mortgage(s), if any.

   b) Not withstanding any other term of the notes, security agreement, and mortgage recorded on the Project Personal Property, the Third Party Lender's notes and loan documents **must not**:

      (1) allow future advances senior to CDC/SBA, except advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien (including foreclosure costs);
      (2) be cross-collateralized with other financing provided by Third Party Lender;
      (3) have an early call feature;
      (4) be payable on demand unless the Third Party Lender's note is in default;
      (5) have a term less than, or require a balloon payment prior to, ten years.

   c) Third Party Lender:

      (1) confirms that the Third Party Lender loan has been fully advanced;
      (2) subordinates any prepayment penalties, late fees, and increased default interest to the CDC/SBA lien. Any advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien need not be subordinated;
      (3) waives as to the CDC/SBA lien any provisions in its lien instruments prohibiting further encumbrances; and
      (4) will provide written notice to CDC and SBA of default within 30 days of any delinquency upon which Third Party Lender intends to take action, and 60 days notice prior to foreclosure;
      (5) Confirms that the Third Party Lender note and loan documents do or will comply with paragraph b. above, or waives its right to enforce any provisions in the note and loan documents that do not comply with these SBA requirements.

Executed the date above written.

US Bank, NA

Bank Seal

By: _____

Its: Senior Vice President

State of Iowa }
County of Linn} SS:

On this 24th day of January, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas R Bos, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its ~~Board of~~ Directors; and he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

SEAL

Denise R Jennings
Notary Public in and for said State

