Clemens, Walters, Carlson + Meyer
2080 Southpark Ct.
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 18th day of January, 2006 American Trust & Savings Bank (hereinafter "Third Party Lender") does agree as follows:

WHEREAS, Third Party Lender has provided interim lending to Bruggeman Real Estate, L.L.C. and Bruggeman Lumber, 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 mortgage on the real estate legally described as

"All that part of the abandoned right-of-way and depot grounds of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company in Sand Spring, Delaware County, Iowa, as shown by the plat thereof recorded in Book I, L.D.., Pages 220-221, lying northerly of the centerline of South Street and lying southwesterly of the centerline of Spring Street;

And,

Lots 248, 249, 250, 251 and the west half of lots 181 and 182, Sand Spring, Iowa, according to the Plat recorded in Book I, L.D., Page 220, in Delaware County."

(hereinafter the "Project Real Estate").

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 Real Estate and the Project Equipment.

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, American Trust & Savings Bank 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 $1,629,803.20 to Borrower, evidenced by Promissory Notes dated January 13, 2006 and secured by a Mortgage dated August 17, 2005, 2005 and recorded as Document 2005 3302 in the records of Delaware County, Iowa. 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 $611,176.20 representing payment of the interim financing related to the fixed asset project approved under the SBA Loan Authorization, Loan Number 940 085 4003. 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 Real Estate not to exceed $1,018,627.00, 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 Real Estate and Project Equipment, 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.

American Trust & Savings Bank

Bank Seal

By: _____ 1st VP
Patrick D. Hogrefe, 1st Vice-President

And _____ EVP
Daniel C. Willenbring, EVP

State of Iowa }
County of Dubuque }SS:

On this 18th day of January, ~~2007~~ 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick D. Hogrefe and Daniel C. Willenbring, to me personally known, who being by me duly sworn, did say that he/she are the First Vice President and Executive 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

JULIE HERMSEN
Commission Number 718880
My Comm. Exp. 10-7-08

_____
Notary Public in and for said State