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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

ASSIGNMENT OF RENTALS

(Recorder's Cover Sheet)

Preparer Information: *(name, address & phone number)*
James J. Brault
Rogin, Nassau, Caplan, Lassman & Hirtle, LLC
185 Asylum St., Hartford, CT 06103
(860) 278-7480

Taxpayer information: *(name & complete address)*
C and G Partnership
1440 Field of Dreams Way
Dyersville, Iowa 52040-2501

Return Document to: *(name & complete address)*
James J. Brault
Rogin, Nassau, Caplan, Lassman & Hirtle, LLC
185 Asylum St., CityPlace I, 22nd Fl.
Hartford, CT 06103

Grantors:
C and G Partnership

Grantees:
TD Banknorth, N.A.

Legal Description is located on page: 8

Document or instrument number of previously recorded documents:

ASSIGNMENT OF RENTALS

THIS AGREEMENT, entered into as of the 6th day of March, 2006, between **C and G Partnership**, an Iowa general partnership with a place of business in Dyersville, Iowa (the "Owner") and **TD Banknorth, N.A.**, a national banking association with a place of business in Glastonbury, Connecticut (the "Lender").

WITNESSETH:

WHEREAS, the Owner is the owner in fee simple of the property known as 1440 Field of Dreams Way, Dyersville, Iowa, as described on Schedule A attached (the "Premises"); and

WHEREAS, Lender is this day lending to Owner the amount of $3,475,000 as set forth in (i) a certain Term Note of even date in the original principal amount of $3,475,000 made by Owner to the order of Lender (as the same may be amended and/or restated from time to time, the "Note") and (ii) a certain Commercial Loan Agreement of even date among Lender, Owner and Engineering Services and Products Company (as the same may be amended and/or restated from time to time, the "Agreement"); and

WHEREAS, Lender, as a condition to granting the loan set forth in the Note and Agreement, has required the execution of this absolute assignment of the rentals of the Premises by the Owner.

NOW, THEREFORE, in order to secure the payment of said indebtedness of the Owner to Lender, and in consideration of the making of the loan, the Owner does hereby sell, assign, transfer and set over unto Lender all of the leases, tenancies, rents, issues and profits of the aforesaid Premises, including without limitation those described on Schedule B attached. As long as no default under the Agreement shall have occurred and be extant Lender grants to Owner a license to collect upon, but not before the same are due, all rents, issues and profits from the Premises and to retain, use and enjoy the same.

1. In furtherance of the foregoing assignment, the Owner hereby authorizes Lender, by Lender's employees or agents, at Lender's option, after the occurrence of a default as aforesaid, to enter upon the Premises and to collect, in the name of the Owner or in Lender's own name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents, thereafter accruing and becoming payable, and to this end, the Owner further agrees that in the event of such default the Owner will facilitate in all reasonable ways Lender's collection of said rents, and will, upon request by Lender, execute a written notice to each tenant directing the tenant to pay rent to the said Lender.

2. The Owner also hereby authorizes Lender upon such entry, at Lender's option, to take over and assume the management, operation and maintenance of the said Premises and to perform all acts necessary and proper and to expend such sums out of the income of the Premises as may be necessary in Lender's opinion in connection therewith in the same manner and to the same extent as the Owner theretofore might do, including the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to tenants; the Owner hereby releasing all claims against Lender at any time hereafter arising out of such management, operation and maintenance, excepting the liability of Lender to account as hereinafter set forth.

3. Lender shall, after payment of all proper charges and expenses, including reasonable compensation, to such Managing Agent and attorneys as Lender shall select and employ, and after the accumulation of a reserve to meet taxes, assessments, water rents and fire and liability insurance and other costs of managing the Premises in requisite amounts, credit the net amount of income received by Lender from the Premises by virtue of this assignment, to any amounts due and owing to Lender by the Owner under the terms of the Mortgage, but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of Lender. Lender shall not be accountable for more moneys than Lender actually receives from the Premises; nor shall Lender be liable for failure to collect rents. Lender shall make reasonable effort to collect rents, reserving, however, within Lender's own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

4. The Owner and Lender further agree as follows:

(a) Owner shall not alter, modify or change any lease or terminate the term thereof or accept a surrender thereof or cancel any lease or waive or release any lessee from the performance or observance by the lessee of any obligation or condition thereof or anticipate rent, or any other payments thereunder for more than thirty (30) days prior to the date the same are due without the prior written consent of Lender.

(b) The Owner will fulfill or perform each and every condition and covenant of all leases by lessor to be fulfilled or performed, give prompt notice to Lender of any notice of default by the Owner under any lease received by the Owner together with a complete copy of any such notice and at the sole cost and expense of the Owner, enforce, short of termination of any lease, the performance or observance of each and every covenant and condition of each lease by the lessee to be performed or observed.

(c) So long as the Mortgage shall remain unreleased, the Owner shall not convey the Premises nor any interest therein.

(d) All subsequent leases and tenancies for the use and occupation of the Premises or any part thereof shall be and are hereby made subject to all of the terms of this assignment, and Owner shall further assign and transfer the same to Lender by assignment

satisfactory to Lender upon their creation, if Lender so requests.

(e) Lender shall not be obligated to perform or discharge any obligation under any lease, or under or by reason of this Assignment, and the Owner hereby agrees to indemnify Lender against and hold Lender harmless from any and all liability, loss or damage which Lender may or might incur under any lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of an alleged obligation or undertaking on Lender's part to perform or discharge any of the terms of any lease; should Lender incur any such liability, loss or damage under any lease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the default interest rate set forth in the Note, shall be secured hereby and by the Mortgage, and the Owner shall reimburse Lender therefore immediately upon demand.

5. Owner represents and warrants that:

(a) The Owner has not executed any prior assignment or pledge of any of his rights, nor are the Owner's rights encumbered, with respect to any lease, or any of the rents, income or profits due or to become due from the Premises, except in favor of Lender;

(b) The Owner has good right to assign all leases and the rents, income and profits due, or to become due from the Premises;

(c) The Owner has not done anything which might prevent Lender from or limit Lender in acting under the provisions hereof other than the prior assignment to Lender;

(d) The Owner has not accepted rent under any lease or under any rental or occupancy agreement more than thirty (30) days in advance of its due date; and

(e) All leases are valid and enforceable and unmodified except as otherwise stated herein, and there is no present default by any party thereto.

6. In addition to all other rights Lender may have at law or in equity, Lender may assign its rights hereunder to any subsequent holder of the Note.

7. It is not the intention of the parties hereto that an entry by Lender upon the Premises under the terms of this instrument shall constitute the said Lender a "mortgagee in possession" in contemplation of law, except at the option of Lender.

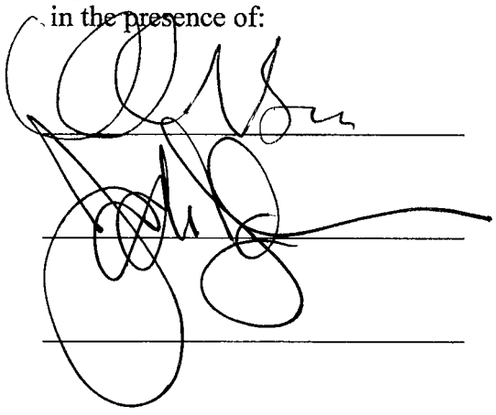
8. This assignment shall remain in full force and effect as long as the Note remains unpaid in whole or in part.

9. The provisions of this instrument shall be binding upon the Owner and the successors and assigns of the Owner and shall inure to the benefit of Lender and the successors and

assigns of Lender. The word "Owner" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid Premises.

IN WITNESS WHEREOF, the Owner and Lender have executed this Agreement in manner and form proper and sufficient in law.

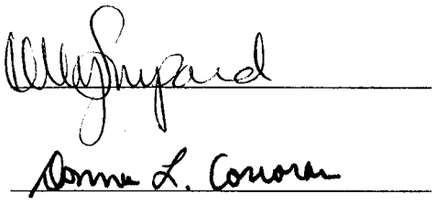
Signed, Sealed and Delivered
in the presence of:



C AND G PARTNERSHIP

By _____
Barry Goldsher
A General Partner

By _____
Charles R. Clark, Jr.
A General Partner



TD BANKNORTH, N.A.

By: _____
Kathleen Sullivan
Its Vice President

STATE OF CONNECTICUT)
) ss. South Windsor
COUNTY OF HARTFORD)

On this the 2nd day of March, 2006, personally appeared Barry Goldsher, a General Partner of C & G Partnership, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such General Partner and the free act and deed of said general partnership, before me.

COMMISSIONER OF THE SUPERIOR COURT
~~NOTARY PUBLIC~~
~~MY COMMISSION EXPIRES:~~

STATE OF Arizona)
) ss. _____
COUNTY OF Maricopa)

On this the 28 day of February 2006, personally appeared Charles R. Clark, Jr., a General Partner of C and G Partnership, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such General Partner and the free act and deed of said general partnership, before me.

OFFICIAL SEAL
JOAN M. FOGGE
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires April 12, 2009

Joan M. Fogge
COMMISSIONER OF THE SUPERIOR COURT
NOTARY PUBLIC
MY COMMISSIONER EXPIRES: April 12, 2009

STATE OF CONNECTICUT)
) ss. Glastonbury
COUNTY OF HARTFORD)

On this the 6th day of March, 2006, personally appeared Kathleen Sullivan, the Vice President of TD Banknorth, N.A., signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such officer and the free act and deed of said national banking association, before me.

Kelly Shepard

~~COMMISSIONER OF THE SUPERIOR COURT~~
NOTARY PUBLIC
MY COMMISSION EXPIRES:

KELLY SHEPARD
Notary Public
CONNECTICUT
My Commission Expires:
September 30, 2010

KELLY SHEPARD NOTARY PUBLIC STATE OF CONNECTICUT

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SCHEDULE A

DESCRIPTION OF PREMISES

Lots one (1) and two (2) of Lammers Acres, a Subdivision of Part of the West ½ of the SE 1/4 of Section 36 Township 89 North, Range 3 West of the 5th P.M., City of Dyersville, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 154.

SCHEDULE B

LEASES, TENANCIES, RENTS, ETC.

1. A lease dated February 27, 2006 between C and G Partnership and Engineering Services and Products Company.