

✓ **After Recording Return to:**

General Electric Capital Business Asset
Funding Corporation Attn: Malia Sentinella
10900 NE 4th Street, Suite 500,
Bellevue, WA 98004

REC \$ 20 00
AUD \$ _____
R.M.F. \$ 7 00
5 00

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COMPARED	<input type="checkbox"/>

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

C

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") entered into as of the 5th day of November, 2003, between **General Electric Capital Business Asset Funding Corporation**, Successor in Interest to MetLife Capital, Limited Partnership, ("Lessor"), with its principal place of business at 10900 N.E. 4th St., Suite 500, C-97550, Bellevue, Washington 98009 and **Dale A. Lents and Evonne S. Lents**, husband and wife, ("Successor Lessee"), whose address is **2664 Carriage Trail, Winterset, Iowa 50273**.

WITNESSETH:

WHEREAS, **Alan V. Anthony and Nancy J. Anthony**, husband and wife, as lessee ("Lessee"), entered into a certain **Master Equipment Lease Agreement** dated **December 26, 1997**, **Equipment Lease No. One** dated **December 26, 1997**, **Addendum No. One** dated **December 26, 1997**, and **Lease Closing Schedule No. 1014697-003** with a closing date of **December 31, 1997**, (collectively referred to herein as the "Lease"), with Lessor, whereby Lessee leased from Lessor **Equipment and building components for Swine facilities consisting of Two (2) Head, Four Room Buildings, and associated outbuildings, together with all related equipment, accessions, attachments and additions thereto and replacements thereof** (the "Equipment"); located on the real estate with the legal description as follows and included by this reference:

LEGAL DESCRIPTION: Parcel "A" in the SE Corner of the NE 1/4 of Section 33, T75N, R29W of 5th P.M., Madison County, Iowa, and more particularly described as follows: Beginning at the E 1/4 Corner of said Section 33; Thence S 89 degrees 47' 58" W 660.00' along the South line of said NE 1/4; Thence North 660.00'; Thence N 89 degrees 47' 58" E 660.00' to the East line of said NE 1/4; Thence South 660.00' to the Point of Beginning;



and evidenced by that certain **Commercial Mortgage, Security Agreement, and Assignment of Leases and Rents** dated **December 26, 1997** and recorded in the Madison County, Iowa real estate records on January 2, 1998, as Document No. 2465, Book 195 at Page 62; and

WHEREAS, **Successor Lessee** wishes to assume **Lessee's** right, title and interest in and to the Lease and the Equipment; and

WHEREAS, pursuant to the terms of the Lease, **Lessor's** consent to such assumption of **Lessee's** interest in the Lease is required; and

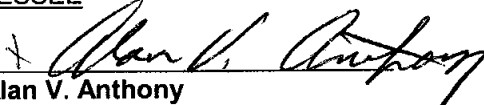
WHEREAS, one of the conditions to **Lessor's** willingness to give that consent is that the parties enter into the covenants and make the representations and warranties set forth in this Agreement;

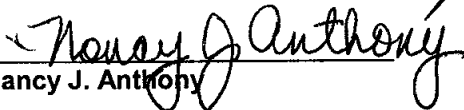
NOW, THEREFORE, the parties agree as follows:

1. Defined Terms. Terms used in this Agreement are, unless otherwise defined herein, used as defined in the Lease.
2. Assumption. **Successor Lessee** hereby assumes, and covenants with **Lessor** to perform fully, all the duties of **Lessee** under the Lease.
 - a. This Agreement constitutes the legal, valid and binding obligation of **Successor Lessee**, enforceable in accordance with its terms.
 - b. Except for the filings and recordings consummated at the time of execution of the Lease and except for the filing and recording of this Agreement; no further action, including any filing or recording of any document, is necessary or advisable in order to establish and protect **Lessor's** title to and interest in the Equipment as against **Successor Lessee** and any third parties in any applicable jurisdictions in the United States.
 - c. By executing this Agreement **Successor Lessee** acknowledges receipt of copies of all of the documents described herein and collectively referred to as the Lease.
4. Miscellaneous. This Agreement may not be altered or amended except by an agreement in writing signed by the parties hereto. This Agreement supersedes all prior agreements between the parties relating to the assumption by **Successor Lessee** of **Lessee's** interest in the Lease and the Equipment.
5. Counterparts. This Agreement may be signed in any number of counterparts required for the convenience of the parties, all of which when taken together shall form one and the same Agreement.

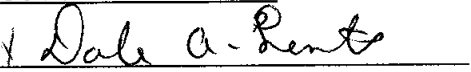
N WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

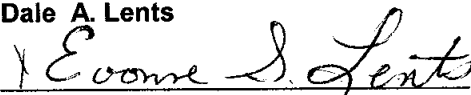
LESSEE


Alan V. Anthony


Nancy J. Anthony

SUCCESSOR LESSEE


Dale A. Lents


Evonne S. Lents

LESSOR CONSENT

Subject to the terms hereof effective November 5, 2003 ("Effective Date") General Electric Capital Business Asset Funding Corporation ("GE") consents to the foregoing and agrees to release Lessee from and against any liability with respect to the Lease; provided however, that GE does not release Lessee with respect to any event or circumstance occurring prior to the effective date.

Executed this 3rd day of December, 2003.

GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION, as Lessor

By: Maria Sentinella
Its: Maria Sentinella, Senior Contract Servicing Administrator
Authorized Signer

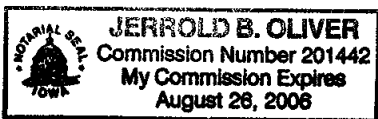
NOTARY SECTIONS - TO BE COMPLETED & SIGNED:

NOTARY FOR "LESSEE":

STATE OF IOWA)
COUNTY OF MADISON) ss.

On this 26 day of NOV, 2003, before me, a Notary Public in and for the State of Iowa, duly commissioned and sworn, personally appeared **ALAN V. ANTHONY and NANCY J. ANTHONY**, to me known to be the individual or individuals described in and who executed the foregoing instrument and acknowledged the said instrument to be his/her free and voluntary act for the uses and purposes therein mentioned.

GIVEN UNDER my hand and seal hereto affixed the day and year in this certificate above written.



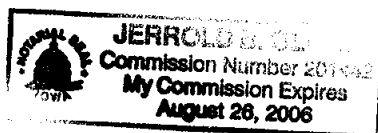
Jerrold B. Oliver
Notary Public in and for the State of IOWA
residing at _____
My Commission Expires: 8-26-06

NOTARY FOR "SUCCESSOR LESSEE":

STATE OF IOWA)
COUNTY OF MADISON) ss.

On this 26 day of NOV, 2003, before me, a Notary Public in and for the State of Iowa, duly commissioned and sworn, personally appeared **DALE A. LENTS and EVONNE S. LENTS**, to me known to be the individual or individuals described in and who executed the foregoing instrument and acknowledged the said instrument to be his/her free and voluntary act for the uses and purposes therein mentioned.

GIVEN UNDER my hand and seal hereto affixed the day and year in this certificate above written.



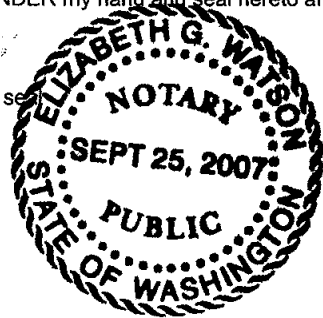
Jerrold B. Oliver
Notary Public in and for the State of IOWA
residing at _____
My Commission Expires: 8-26-06


NOTARY FOR GE CAPITAL:

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this 3rd day of December, 2003, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Malia Sentinella, to me personally known to be the **Senior Contract Servicing Administrator and Authorized Signer** of **GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION**, who executed the forgoing instrument and acknowledged the said instrument was the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and is authorized by the Corporation to execute this instrument on its behalf.

GIVEN UNDER my hand and seal hereto affixed the day and year in this certificate above written.




Notary Public in and for the State of Washington,
residing at Bellevue, WA.
My Commission Expires: 9-25-2007