Book 2007 Page 139
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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

PREPARED BY: WILLIAM P. PROWELL, SHUTTLEWORTH & INGERSOLL, P.L.C., P.O. Box 2107,
AND RETURN TO: Cedar Rapids, IA 52406-2107, (319) 365-9461

AGREEMENT RE LOAN ASSUMPTION

This Agreement is made and entered into December 14, 2006 by and amongst Hunter Properties, LLC, an Iowa limited liability company ("Hunter"), Wall Leasing, L.L.C., an Iowa limited liability company ("Wall"), X-L Specialized Trailers Inc. ("XL") and Cedar Rapids Bank and Trust Company ("Mortgagee").

A. Mortgagee made a loan to Hunter for the purpose of Hunter's construction of a building on certain real estate owned by Wall.

B. The construction of the building has now been completed and Hunter is prepared to transfer the building to Wall and Wall and X-L Specialized Trailers Inc. are prepared to assume the obligations of the loan made by Mortgagee for the construction of the building.

C. Certain of the agreements made at the time of the construction loan will now be cancelled and/or amended and the parties wish to evidence in writing their understandings and agreements regarding these agreements.

In consideration of the mutual undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties hereto, the parties hereto agree as follows:

1. The lease for the ground upon which the building was constructed by Hunter which lease was filed January 30, 2006 in Book 2006, Page 325 of the records of the Delaware County, Iowa Recorder ("Ground Lease") is cancelled effective with the delivery of a Quit Claim Deed by Hunter to Wall for the right, title and interest of Hunter in and to the improvements made to the real estate subject of the Ground Lease. The Quit Claim Deed will be in the form of Exhibit A attached hereto.

2. Hunter hereby assigns all of its right, title and interest to Wall in and to that certain lease dated December 14, 2006 covering the improvements which Hunter has constructed upon the real estate subject of the Ground Lease ("Lease"). Wall accepts such assignment and agrees to assume and perform all of the obligations of the landlord as set forth in the Lease from and after December 14, 2006. XL agrees to the assignment of the Lease by Hunter to Wall and agrees to the delivery of the Quit Claim Deed by Hunter to Wall notwithstanding any terms of the Lease to the contrary.

3. The Promissory Note from Hunter to Mortgagee dated January 24, 2006 in the original principal amount of $2,797,500.00 shall be cancelled effective upon execution and delivery by Wall and by X-L Specialized Trailers Inc. of Promissory Notes by each setting forth the same terms and conditions as the Promissory Note from Hunter to Mortgagee and the total of which two notes will total the outstanding principal balance on the note from Hunter to the Mortgagee dated January 24, 2006 as of December 14, 2006.

4. The Construction Loan Agreement dated January 24, 2006 between Hunter and Mortgagee is cancelled.

5. The Commercial Security Agreement between Hunter and Mortgagee dated January 24, 2006 is cancelled.

6. The UCC Financing Statements delivered pursuant to the Commercial Security Agreement is terminated.

7. The Guaranty of Lease from Scott Wall and George Wall in favor of Hunter dated January 23, 2006 is cancelled.

8. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Iowa.

9. The provisions of this Agreement shall inure to the benefit of and be binding on the parties and their respective heirs, legal representatives, successors and assigns.

10. Invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

11. This Agreement may be executed in one or more counterparts and all of such counterparts taken together shall constitute one and the same instrument.

HUNTER PROPERTIES, LLC,
an Iowa limited liability company

By: _____
Hunter P. Parks, Member

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me this 28TH day of December, 2006, by Hunter P. Parks as Member of Hunter Properties, LLC.

STEPHEN C. NELSON
COMMISSION NO. 202811
MY COMMISSION EXPIRES
4-1-07

_____
Notary Public

CEDAR RAPIDS BANK AND TRUST COMPANY

By: _____
David Stoltenberg, Vice President

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me this 28th day of December, 2006, by David Stoltenberg as Vice President of Cedar Rapids Bank and Trust Company.

DAWN P. BARRETT
COMMISSION # 186902
MY COMMISSION EXPIRES
10-7-08

_____
Notary Public

WALL LEASING, L.L.C.
an Iowa limited liability company

By: _____
George B. Wall, Member

By: _____
Scott A. Wall, Member

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

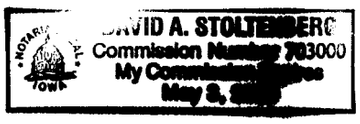
This instrument was acknowledged before me this 28th day of December, 2006, by George B. Wall as a Member of Wall Leasing, L.L.C.

DAWN A. STOLTENBERG
Commission Number 703000
My Commission Expires
May 8, 2008

_____
Notary Public

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me this 28th day of December, 2006, by Scott A. Wall as a Member of Wall Leasing, L.L.C.



Notary Public

X-L SPECIALIZED TRAILERS INC.

By: _____
George B. Wall, Pres./Treas.

By: _____
Scott A. Wall, Secretary

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

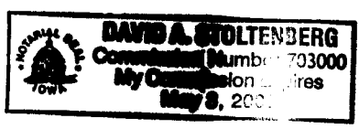
This instrument was acknowledged before me this 28th day of December, 2006, by George B. Wall as Pres./Treas. of X-L Specialized Trailers Inc.



Notary Public

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

This instrument was acknowledged before me this 28th day of December, 2006, by Scott A. Wall as Secretary of X-L Specialized Trailers Inc.



Notary Public

PREPARED BY AND RETURN TO: WILLIAM P. PROWELL, SHUTTLEWORTH & INGERSOLL, P.L.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107, (319) 365-9461

ADDRESS TAX STATEMENT TO: Wall Leasing, L.L.C., 1086 S. 3rd Street, P.O. Box 400, Manchester, IA 52057

Legal Description see Page 2

QUIT CLAIM DEED

For the consideration of One Dollar and other valuable consideration, Hunter Properties, LLC, an Iowa limited liability company, does hereby Quit Claim to Wall Leasing, L.L.C., an Iowa limited liability company, the following described real estate in Delaware County, Iowa:

All of Grantor's right, title and interest, if any, in and to the real estate described on Exhibit "A" attached hereto and the building and land improvements constructed on such real estate in Manchester, Delaware County, Iowa

Subject, nevertheless, to easements, restrictions, covenants and conditions of record and further subject to that certain Ground Lease between Wall Leasing, L.L.C. as Landlord and Grantor as Tenant dated January 18, 2006 and filed January 30, 2006 in Book 2006, Page 325 of the records of the Delaware County, Iowa Recorder which Ground Lease shall be cancelled upon delivery of this deed to Grantee.

This deed is exempt from transfer tax and the filing of a DOV and GWHS as the consideration is less than $500.00.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me on this 28th day of December, 2006, by Hunter P. Parks as Manager of Hunter Properties, LLC.

David A. Stoltenberg
Notary Public

DAVID A. STOLTENBERG
Commission Number 703000
My Commission Expires
May 3, 2009

Dated: December 28th, 2006

HUNTER PROPERTIES, LLC

BY: _____
Hunter P. Parks, Manager

Exhibit "A"

PARCEL I, PART OF THE S ½ SE ¼ OF SEC. 32, T89N, R5W AND PART OF THE NE ¼ NW ¼, SEC. 5, T88N, R5W ALL OF THE FIFTH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2002, PAGE 3367, AS CORRECTED BY AFFIDAVIT RECORDED IN BOOK 2002, PAGE 4222