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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Type of Document:	**Non-Disturbance and Attornment Agreement**
Preparer Information:	**Fredrikson & Byron, P.A. (KLN)** **200 S. Sixth Street, Suite 4000** **Minneapolis, Minnesota 55402**
Return Document to:	**Fredrikson & Byron, P.A. (KLN)** **200 S. Sixth Street, Suite 4000** **Minneapolis, Minnesota 55402**
Tenant:	**XL Acquisition Corp.**
Landlord:	**Wall Leasing, L.L.C.**
Lender:	**Cedar Rapids Bank and Trust Company**
Legal Description:	**See Exhibit A, attached hereto** (page 7)

TCA 95736 Return To: Tri-County Abst.

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DRAFTED BY AND WHEN
RECORDED RETURN TO:
Fredrikson & Byron, P.A. (KLN)
200 S. Sixth Street, Suite 4000
Minneapolis, Minnesota 55402

NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into by and among **XL ACQUISITION CORP.**, a Delaware corporation ("Tenant"), **WALL LEASING, L.L.C.**, an Iowa limited liability company ("Landlord"), and Cedar Rapids Bank and Trust Company ("Lender").

RECITALS

WHEREAS, Landlord is the owner in fee simple of the real property located at 1086 South 3rd Street, Manchester, Delaware County, Iowa 52057, and legally described on the attached Exhibit A, together with the improvements thereon (the "Premises").

WHEREAS, Landlord and Tenant have entered into a certain Lease Agreement dated December 31, 2007 (as the same may hereafter be amended, modified, renewed, extended or replaced, the "Lease"), leasing to Tenant the Premises;

WHEREAS, Lender has made certain mortgage loans to Landlord (the "Loans"), which are secured by, among other things, that certain Mortgage on the Premises securing the original principal amount of $590,000.00 together with interest thereon and other sums related thereto, from Landlord to Lender dated January 11, 2006, and recorded in the Delaware County Recorder's Office on January 19, 2006 in Book 2006, Page 205 and that certain Mortgage on the Premises securing the original principal amount of $2,797,500.00 together with interest thereon and other sums related thereto, from Landlord to Lender dated January 24, 2006, and recorded in the Delaware County Recorder's Office on February 6, 2006 in Book 2006, Page 424, as amended pursuant to that certain Agreement Re Loan Assumption dated December 14, 2006 and filed for record on January 16, 2007 in Book 2007, Page 141 (collectively, as the same may hereafter be amended, the "Mortgage");

WHEREAS, any and all amounts due and owing from Tenant to Lender, including pursuant to that certain Promissory Note from Tenant to Lender referenced in Paragraph 3 of the Agreement Re Loan Assumption dated December 14, 2006, have been satisfied and paid in full.

WHEREAS, Lender, Landlord and Tenant desire to confirm their understanding with respect to the Lease, the Loans and the Mortgage and the rights of Tenant and Lender thereunder.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true and correct in all material respects and are incorporated herein by reference.

2. Release of Tenant. Tenant is hereby released from any and all obligations pursuant to the Mortgage.

3. Attornment. Tenant agrees that it will attorn to and recognize any purchaser of the Premises at a mortgage foreclosure sale or any transferee who acquires the Property by deed in lieu of foreclosure or exercise of a power of sale or otherwise in respect of either of the Mortgages (in any such case, the "New Owner") and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if exercised) of the term of said Lease upon the same terms and conditions set forth in said Lease.

4. Non-Disturbance. Provided there is no default under the Lease after any cure period stated in the Lease, neither the Lender nor any New Owner may terminate the Lease or disturb Tenant's possession of the Premises under the Lease or the right to quiet enjoyment thereof, but the Lease shall continue in accordance with its terms as a direct lease between Tenant and Lender or the New Owner.

5. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.

The signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of 12-31, 2007.

LANDLORD: WALL LEASING, L.L.C.

By: George Wall IA9GAA3378
Name: George Wall
Title: Member

By" Scott O. Wall
Name: Scott Wall
Title: Member IA0GIBB5384

TENANT: XL ACQUISITION CORP.

By:_____
Name:
Title:

LENDER: CEDAR RAPIDS BANK AND TRUST COMPANY

By:_____
Name:
Title:

MARY ZINGE
Notary Public - State of Florida
My Commission Expires Jul 9, 2011
Commission # DD 683114

STATE OF Florida)
) ss.
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 31 day of December, 2007, by George Wall and Scott Wall each as a Member of Wall Leasing, L.L.C.

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of December, 2007, by _____, the _____ of XL Acquisition Corp., a Delaware corporation, on behalf of the corporation.

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of December, 2007, by _____, the _____ of Cedar Rapids Bank and Trust Company, a _____, on behalf of the _____.

_____
Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of December 31, 2007.

LANDLORD: WALL LEASING, LLC

By:_____
Name:
Title:

TENANT: XL ACQUISITION CORP.

By:_____
Name: Arthur R. Monaghan
Title: President

LENDER: CEDAR RAPIDS BANK AND TRUST COMPANY

By:_____
Name:
Title:

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me this 31 day of December, 2007, by Scott Wall, the _____ of Wall Leasing, LLC, an Iowa limited liability company, on behalf of the Iowa limited liability company.

_____
Notary Public

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me this 31 day of December, 2007, by Art Monaghan, the President of XL Acquisition Corp., a Delaware corporation, on behalf of the corporation.

NOTARIAL SEAL IOWA
PAMELA J. STEFFEN
Commission Number 222438
My Commission Expires
5-12-08

Pamela J. Steffen
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of December, 2007, by _____, the _____ of Cedar Rapids Bank and Trust Company, a _____, on behalf of the _____.

_____
Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of 12-31, 2007.

LANDLORD: WALL LEASING, LLC

By:_____
Name:
Title:

TENANT: XL ACQUISITION CORP.

By:_____
Name:
Title:

LENDER: CEDAR RAPIDS BANK AND TRUST COMPANY

By: David A Stoltenberg
Name: David A. Stoltenberg
Title: Vice President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of December, 2007, by _____, the _____ of Wall Leasing, LLC, an Iowa limited liability company, on behalf of the Iowa limited liability company.

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of December, 2007, by _____, the _____ of XL Acquisition Corp., a Delaware corporation, on behalf of the corporation.

_____
Notary Public

STATE OF Iowa)
) ss.
COUNTY OF Linn)

The foregoing instrument was acknowledged before me this 31st day of December, 2007, by David A. Stoltenberg, the Vice President of Cedar Rapids Bank and Trust Company, a Corporation, on behalf of the Corporation.

Lesa R. Ament
COMMISSION NUMBER 224473
My Commission Expires
9-14-08

Lesa R Ament
Notary Public

EXHIBIT A

Legal Description of Premises

Parcel 1:

Parcel I, Part of the South Half of the Southeast Quarter (S½ of SE¼) of Section Thirty-two (32), Township Eighty-nine (89) North, Range Five (5) West AND Part of the Northeast Quarter of the Northwest Quarter (NE¼ of NW¼) Section Five (5), Township Eighty-eight (88) North, Range Five (5) West, all of the Fifth P.M., City of Manchester, Delaware County, Iowa, according to the plat recorded in Book 2002, Page 3367, as corrected by Affidavit recorded in Book 2002, Page 4222.

Parcel 2:

Parcel C, Part of the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼) of Section Thirty-two (32), Township Eighty-nine (89) North, Range Five (5) West of the Fifth P.M., City of Manchester, Delaware County, Iowa, according to the plat recorded in Book 7 Plats, Page 147.

LESS AND EXCEPT:

Parcel 1, Part of Parcel C in the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼) of Section Thirty-two (32), Township Eighty-nine (89) North, Range five (5) West of the 5th P.M., Manchester, Delaware County, Iowa, as shown on the Acquisition Plat recorded in the Office of the Delaware County Recorder in Book 2006, Page 1068 on March 23, 2006.

Parcel 3:

Parcel K in the South Half of the Southeast Quarter (S½ of SE¼) of Section Thirty-two (32), Township Eighty-nine (89) North, Range five (5) West of the 5th P.M., Delaware County, Iowa, as shown on the Plat of Survey Recorded in Book 2006, Page 1368 in the Office of the Delaware County Recorder.

(Abstract Property)