

ASSIGNMENT OF LEASEHOLD INTEREST

KNOW ALL MEN THESE PRESENTS, that Monumental Life Insurance Company, an Iowa corporation (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, deliver and convey to E & T Realty, an Alabama partnership (hereinafter referred to as "Assignee"), all of Assignor's right, title and interest as Lessee under a Lease Agreement (the "Lease") dated April 4, 1971 between The Industrial Development Board of the Town of Vincent, a public corporation and instrumentality under the laws of the State of Alabama as Lessor and Assignor's predecessor-in-interest, Dewberry Engraving Company of Alabama, Inc., an Alabama corporation, which Lease is filed for record June 16, 1971 in Volume 268, page 361 in the Probate Office of Shelby County, Alabama and which Lease cover the real property described in Exhibit "A" attached hereto and made a part hereof (the "Premises") including all of Assignor's right in and to all of the personal property and fixtures owned by Assignor and located on the Premises.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, forever, subject to the terms, covenants, conditions and provisions of the Lease.

Assignor hereby warrants that Assignor is the successor-in-interest to Dewberry Engraving Company of Alabama, Inc., the original Lessee under the Lease and Assignor has full right and power to sell and assign the leasehold interest conveyed hereunder to Assignee.

The Assignee hereby accepts the within assignment, and the Assignee hereby assumes and agrees to keep, observe and perform all of the terms, covenants, conditions and provisions of the Lease to be kept, performed and observed by the Lessee thereunder arising on or after the date hereof.

Assignor agrees to indemnify and hold Assignee harmless from any claim, charge or cause of action (including court costs and attorney's fees incurred in the defense thereof or in the enforcement hereof) arising under the Lease and based upon an act, omission or occurrence taking place prior to the date hereof and the Assignee agrees to indemnify and hold Assignor harmless from any claim, charge or cause of action (including court costs and attorney's fees incurred in the defense thereof or in the enforcement hereof) arising under the Lease and based upon an act, omission or occurrence taking place on or after the date hereof.

THE ASSIGNEE TAKES THE PREMISES "AS IS" AND WITH "ALL FAULTS". THE ASSIGNOR EXPRESSLY DISCLAIMS AND BY ITS ACCEPTANCE OF THIS ASSIGNMENT, THE ASSIGNEE ACKNOWLEDGES AND ACCEPTS THAT THE ASSIGNOR HAS DECLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PREMISES, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PERSONAL PROPERTY AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PERSONAL PROPERTY.

None of the provisions of this instrument are intended to be, or shall be construed as, a covenant for the benefit of any third party, provided, however, that this instrument shall inure to the benefit of the parties hereto and their respective successors and assigns.

DATED as of the 25th day of August, 1995.

ASSIGNOR:

Monumental Life Insurance Company

By: Dennis Roland
Dennis Roland, Vice President

ASSIGNEE:

E & T Realty

By: [Signature]
Its: GENERAL MANAGER

STATE OF IOWA)
)SS:
COUNTY OF LINN)

This Assignment of Leasehold Interest was acknowledged before me on this 25th day of August, 1995, by Dennis Roland, a Vice President of Monumental Life Insurance Company, an Iowa corporation, on behalf of said corporation.

Inst # 1995-24500

Joan M. Sebers
Notary Public State of Iowa
Joan M. Sebers
Print Name
My Commission Expires: 12/8/97

09/06/1995-24500
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

Inst # 1995-24500

Parcel II:

A part of Lot 1, Dewberry's Subdivision as recorded in Map Book 9, page 11 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the NW 1/4 of the SE 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, said point being on the West line of said Lot 1, Dewberry's Subdivision; thence from the West line of said 1/4-1/4 section turn an angle of 29 degrees 08' to the right in a Northeasterly direction and run 695.72 feet to a point; thence 95 degrees 21' to the right in a Southeasterly direction a distance of 108.82 feet to a point; thence 51 degrees 00' 30" to the left in a Northeasterly direction a distance of 145.36 feet to a point; thence 18 degrees 46' 45" to the right in an Easterly direction a distance of 78.28 feet to a point; thence 20 degrees 07' 42" to the left in a Northeasterly direction a distance of 70.31 feet to a point; thence 38 degrees 51' to the left in a Northeasterly direction a distance of 143.16 feet to a point on the Southwesterly right-of-way line of U.S. Highway No. 280; thence 92 degrees 59' 54" to the right in a Southeasterly direction along said right-of-way line a distance of 41.53 feet to a point; thence 79 degrees 04' 30" to the right in a Southwesterly direction a distance of 69.37 feet to the P.C. (point of curve) of a curve to the right having a radius of 167.05 feet and a central angle of 67 degrees 25'; thence Southwesterly along the arc of said curve a distance of 196.55 feet to the P.T. (point of tangent) of said curve; thence Westerly in the tangent to said curve a distance of 50.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 250.52 feet and a central angle of 41 degrees 05' 04"; thence Southwesterly along the arc of said curve a distance of 179.63 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 160.00 feet and a central angle of 22 degrees 42' 25"; thence Southwesterly along the arc of said curve a distance of 63.41 feet to a point; thence 108 degrees 34' 46" to the left (angle measured to tangent) in a Southeasterly direction a distance of 142.71 feet to a point; thence 38 degrees 15' to the right in Southeasterly direction a distance of 304.00 feet to a point; thence 70 degrees 30' to the right in a Southwesterly direction a distance of 1016.00 feet to a point; thence 90 degrees 00' to the right in a Northwesterly direction a distance of 257.32 feet to a point on the West line of the SW 1/4 of the SE 1/4 of said Section 36; thence 60 degrees 52' to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance of 572.42 feet to the point of beginning. Situated in the Probate Office of Shelby County, Alabama.

Inst # 1995-24500

EXHIBIT "A" 09/06/1995-24500
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00