

STATE OF ALABAMA)

SHELBY COUNTY)

LEASE AMENDMENT

This Lease Amendment made this 29th day of August, 1995 by and between E & T REALTY COMPANY, AN ALABAMA GENERAL PARTNERSHIP ("E&T") and the INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT, A PUBLIC CORPORATION (herein "IDB").

WHEREAS, IDB entered a lease dated April 1, 1971, which lease is recorded in Volume 268, Page 361 in the Office of the Judge of Probate of Shelby County, Alabama (the "Original Lease"), and which Original Lease was amended by assumption agreement dated January 6, 1995 (the "Assumption Agreement"); and

WHEREAS, a true copy of the Assumption Agreement is attached hereto as Exhibit "A" and collectively herein the Original Lease and the Assumption Agreement are referred to as the Lease; and

WHEREAS, Monumental Life Insurance Company ("Monumental") is a party to the Assumption Agreement and has sold the Project as that term is defined in the Original Lease to E&T and E&T desires to execute a mortgage on the Project to Union State Bank, Birmingham, Alabama ("Bank"); and

WHEREAS, Bank and E&T desire that IDB amend the Lease in certain respects.

NOW, THEREFORE, in consideration of the premises, the covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. E&T does hereby assume any and all obligations under and pursuant to the Lease and IDB does hereby permit the assumption and shall henceforth recognize E&T as its tenant.

2. IDB hereby consents to the sale of the Project to E&T and the mortgage of the Project to Bank. Any subsequent assignee of E&T or bank will be recognized by IDB so long as any such assignee(s) assume the right, duties and obligations contained in the Lease.

3. Pursuant to paragraph 8.1(b) of the Original Lease, IDB hereby agrees to notify E&T and Bank of any default in the terms of the Lease and afford E&T and Bank the opportunity to cure such defaults as provided for in paragraph 8.1(b) of the Original Lease. Upon written notice from E&T and Bank, IDB agrees to notify any subsequent assignee of the leasehold interest set forth in the Lease or any subsequent mortgagee thereof as provided in the said paragraph 8.1(b).

4. There is no default in the terms of the Lease, annual rental installments are in the amount of \$2,400.00. Annual rental installments are paid current through the 1st day of April, 1996. The next annual rental installment due under the Lease is due the 1st day of April, 1996.

5. IDB agrees to take whatever steps as are reasonably necessary, commensurate with the leasehold interest and its interest as Lessor therein to maintain the tax exempt status of the Project.

6. IDB, except as specifically modified by this Lease

Amendment does hereby ratify and confirm in all respects the Lease referred to herein and the parties agree that the Lease, except for any modification that may be occasioned by this instrument, shall remain in full force and effect by and between the parties.

7. For the purposes of notices, the address for E&T shall be 1945 Hoover Court, Birmingham, Alabama 35226 and the notice address for Bank shall be 3449 Lorna Road, Birmingham, Alabama 35216.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the 15th day of January, 1995.

INDUSTRIAL DEVELOPMENT BOARD OF
THE TOWN OF VINCENT, ALABAMA

By:
Its:

[Signature]
E & T REALTY COMPANY, AN
ALABAMA GENERAL PARTNERSHIP

By: MEDICAL ASSISTANT PARTNER, INC.
AN ALABAMA CORPORATION
Its: General Partner

By: [Signature]
John G. Beard
Its: Secretary

By: THE EMERALD GROUP, AN ALABAMA
GENERAL PARTNERSHIP

By: [Signature]
John G. Beard
Its: Authorized General Partner

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Calvin L. Smith, whose name as Chairman of INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT ALABAMA, a public corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 15th day of January, 1996

Harold
Notary Public

My Commission Expires: 10/25/96

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN G. BEARD, whose name as Secretary of MEDICAL ASSISTANT PARTNER, INC., AN ALABAMA CORPORATION as General Partner of E & T REALTY COMPANY, AN ALABAMA GENERAL PARTNERSHIP, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such President and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 31st day of August, 1995.

Marcel Dejeu
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 20, 1999.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN G. BEARD, whose name as Authorized General Partner of THE EMERALD GROUP, AN ALABAMA GENERAL PARTNERSHIP as General Partner of E & T REALTY COMPANY, AN ALABAMA GENERAL PARTNERSHIP, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Authorized General Partner and with full authority, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

Given under my hand and seal this 31st day of August, 1995.

Amanda Beard
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 20, 1999.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

EXHIBIT
A

STATE OF ALABAMA)
JEFFERSON COUNTY)

Post-It™ brand fax transmittal memo 7671		# of pages 5
To	Nanette Sims	From Sue Stebbel
Co.		Co. Argon Realty
Dept.		Phone # 315-365-8091
Fax #	205-823-8368	Fax #

ASSUMPTION AGREEMENT

This Assumption Agreement is made and entered into by and between Monumental Life Insurance Company (Monumental) and the Industrial Development Board of the Town of Vincent, Alabama (IDB) on this the 6th day of January, 1995.

R E C I T A L S

WHEREAS, Dewberry Engraving Company of Alabama and Dewberry Engraving Company of Alabama, Inc. as trustee for the uses and purposes of the Industrial Development Board of the Town of Vincent with respect to proceedings and decree in Case Number 4801 in the Circuit Court of Shelby County, Alabama, in Equity, and the Industrial Development Board of the Town of Vincent, a public corporation organized and existing under the laws of the state of Alabama, executed a mortgage to Monumental Life Insurance Company and Monumental General Insurance Company as of November 9, 1988, said mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama in Mortgage Book 213, at page 213, et seq., and

WHEREAS, subsequent thereto a default occurred under and pursuant to the terms of the aforesaid mortgage, and

WHEREAS, on March 23, 1994, a foreclosure sale was held under and pursuant to the power of sale contained in the aforesaid mortgage, and

WHEREAS, the mortgagee therein acquired at the foreclosure sale the leasehold interest of Dewberry Engraving Company of

Alabama in and to the property described as Parcel 2 on Exhibit A which is attached hereto and incorporated herein as if set out in full, and

WHEREAS, the Industrial Development Board of the Town of Vincent is the lessor of the aforesaid leasehold interest, and

WHEREAS, Monumental purchased the fee interest in and to Parcel 2 described on Exhibit A which is incorporated herein as if set out in full, and

WHEREAS, Monumental desires to be recognized as a tenant and to assume all rights, title, duties and responsibilities of the tenant under and pursuant to the aforesaid lease.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the parties agree as follows:

1. Monumental does hereby assume any and all obligations under and pursuant to the aforesaid lease and IDB does hereby permit the assumption and shall henceforth recognize Monumental as its tenant.

2. The parties have agreed that there is no default under and pursuant to the aforesaid lease except for annual rental installments in the amount of \$1200.00 for the preceding two years, being in the aggregate of \$2400.00 which is now due and owing to IDB.

3. Monumental agrees to pay all rentals referred to in the preceding paragraph to IDB.

4. Monumental does otherwise assume all remaining obligations and conditions of the lease and IDB does hereby recognize, represent and warrant that Monumental shall have all

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rights and remedies on the part of the tenant, as set forth in said lease, including the right to exercise any options contained therein.

5. IDB agrees to take whatever steps as are reasonably necessary, commensurate with the leasehold interest and its interest as lessor to maintain the tax exempt status of the property described on Exhibit A which is attached hereto and incorporated herein.

6. Monumental is hereby granted the right and power to transfer or assign its possessory interest under the lease to any party and IDB agrees that upon such transfer, and the assumption of the rights, duties, obligations and responsibilities of said party of the obligations contained in the lease, IDB will recognize such transferee as the owner of the leasehold interest the same as the original tenant or Monumental.

7. The landlord, except as specifically modified by this assumption agreement, does hereby ratify and confirm in all respects the lease referred to herein and the parties agree that the lease, except for any modification that may be occasioned by this instrument, shall remain in full force and effect by and between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the 6th day of January, 1995.

MONUMENTAL LIFE INSURANCE COMPANY

BY: [Signature]
Its: Vice President

INDUSTRIAL DEVELOPMENT BOARD OF
THE TOWN OF VINCENT, ALABAMA

BY: [Signature]
Its: Chairman

STATE OF ~~MISSISSIPPI~~ IOWA)
COUNTY OF LINN)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dennis Roland whose name as Vice President of Monumental Life Insurance Company, a corporation, is signed to the foregoing Assumption Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assumption Agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 6th day of January, ~~1994~~ 1995.

My Commission Expires:
December 8, 1997

[Signature]
Notary Public

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Calvin L. Smith whose name as Chairman of the Industrial Development Board of the Town of Vincent, Alabama, a public corporation, is signed to the foregoing Assumption Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assumption Agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 19th day of October, 1994.

My Commission Expires:
Oct. 19, 1996

[Signature]
Notary Public

08/22/95

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9780300

ALACARE

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FROM AEGON USA REALTY

TO 9/12058238368

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EXHIBIT "A"

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 NW¼ of the SW¼ of Section 16, Township 13 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 NW¼ Section turn an angle of 29°28' to the right in a Northeasterly direction and run 695.72 feet to a point; thence 95°21' to the right in a Southeasterly direction a distance of 108.82 feet to a point; thence 51°40'30" to the left in a Northeasterly direction a distance of 145.36 feet to a point; thence 13°46'45" to the right in an Easterly direction a distance of 78.21 feet to a point; thence 20°17'42" to the left in a Northeasterly direction a distance of 70.11 feet to a point; thence 18°51' to the left in a Northeasterly direction a distance of 143.13 feet to a point on the Southwesterly right of way line of U.S. Highway No. 180; thence 92°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°04'10" to the right in a Southwesterly direction a distance of 53.37 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 57°25'; thence Southwesterly along the arc of said curve a distance of 196.55 feet to the P.T. (point of tangency) of said curve; thence Westerly in the tangent to said curve a distance of 10.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 160.52 feet and a central angle of 41°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 23°42'25"; thence Southwesterly along the arc of said curve a distance of 53.41 feet to a point; thence 108°14'45" to the left (angle measured to tangent) in a Southeasterly direction a distance of 142.71 feet to a point; thence 18°15' to the right in a Southeasterly direction a distance of 304.00 feet to a point; thence 70°10' to the right in a Southwesterly direction a distance of 1015.00 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 157.32 feet to a point on the West line of the SW¼ of the SW¼ of said Section 16; thence 50°52' to the right in a Northerly direction along the West line of said NW¼ Section a distance of 572.43 feet to the point of beginning.

Situated in Shelby County, Alabama.

Inst # 1996-03356

02/01/1996-03356
10:47 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
010 MCD 31.00