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Stanley A. Jusselle
9006 Iyla Blvd
Highland
46.322

ASSIGNMENT BY HARRELL POPE, AS TRUSTEE, TO
HOWARD L. SHELLKOPF, SUCCESSOR TRUSTEE

THIS AGREEMENT, made and entered into as of this 26th day of July, 1983, by and between Howard Publications, Inc., a Delaware corporation, the address of which is 1715 South Freeman, Oceanside, California 92054 (Howard) Howard, being the successor to Hammond Publishers, Inc., an Indiana corporation (Hammond), Jefferson Standard Life Insurance Company, a corporation organized under the laws of the State of North Carolina (Jefferson), its principal place of business being in Greensboro, North Carolina, Harrell Pope, as Trustee for the benefit of Jefferson, a resident of Greensboro, North Carolina, whose address is 210 Country Club Drive in said city (Pope Trustee), Howard Shellkopf, whose address is One NCNB Plaza, Charlotte, North Carolina (Shellkopf).

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
WILLIAM SIELSKI JR
RECORDER
SEP 15 2 00 PM '83

RECITALS:

1. On or about May 31, 1965, a trust indenture was executed by Hammond and Pope Trustee to secure a loan from Jefferson in the amount of \$2,500,000.00. This is sometimes referred to as the "Original Trust Indenture". This is filed with the Recorder of Lake County, Indiana, under Document File No. 618206 and shown in Mortgage Book 1560 at page 221.

2. By way of record, there is a first supplemental trust indenture of November 29, 1965, which is unrecorded but which is attached as an exhibit to item 3, being the second supplemental trust indenture and under the provisions of which Pope Trustee

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acknowledged the existence of an issue of subordinated debenture notes of Hammond as not being a violation of the Original Trust Indenture.

3. On or about December 1, 1967, Hammond and Pope Trustee entered into a second supplemental trust indenture to secure the payment of \$3,000,000.00 from Hammond to Jefferson which second supplemental trust indenture was filed as Document No. 731175 with the Recorder of Lake County, Indiana, and shown in Mortgage Book 1678 at page 407.

4. There is a third unrecorded supplemental trust indenture of September 30, 1969. Under this trust indenture, Pope Trustee gave permission to Hammond to guarantee a loan made by Jefferson to Magic Valley Newspapers, Inc., an Idaho corporation.

5. On or about December 1, 1971, Hammond and Pope Trustee entered into a fourth supplemental trust indenture which was filed with the Recorder of Lake County, Indiana, under Document No. 130890 to secure a loan by Jefferson to Hammond in the amount of \$3,000,000.00.

6. On or about April 30, 1974, Howard and Pope Trustee entered into an unrecorded fifth supplemental trust indenture. After the merger of Hammond into Howard, Howard assumed all of the obligations of Hammond under the Original Trust Indenture and all supplemental trust indentures.

7. On or about July 1, 1975, Howard and Pope Trustee entered into a sixth supplemental trust indenture specifying that

a vacated alley adjacent to the secured property would be included as part of the security for the several Jefferson loans.

8. On or about June 1, 1977, Howard and Pope entered into a seventh supplemental trust indenture by way of security to Jefferson for a loan in the amount of \$12,000,000.00, said seventh trust indenture being filed in the offices of the Recorder of Lake County, Indiana, as Document No. 429724.

It is now the desire of Harrell Pope to resign as trustee in the several trusts and be relieved of the responsibilities of the trusteeship under the terms of said several trust indentures.

Howard and Jefferson have nominated Shellkopf as successor Trustee and Shellkopf has agreed to assume the responsibility of such trusteeship.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Harrell Pope's resignation is accepted by Howard and Jefferson in respect to the several trusteeships above described, and he is now relieved of the responsibilities relating thereto.

2. Shellkopf is now designated as successor Trustee under the several trusteeships above described, and Harrell Pope does now hereby assign to him all authority, rights and duties which he held as Trustee, and Shellkopf does agree to assume the responsibilities relating thereto, all in the same manner as if he had been designated as the original Trustee under the terms of the several Trust Indentures.

3. It is agreed by all parties that they waive any formal requirements in regard to resignation of a Trustee or designating

STATE OF NORTH CAROLINA)
: ss.
COUNTY OF MCKLENBURG)

This is to certify that on this 15th day of August, 1983, before me, Jane M. Brewer, a notary public in and for the State of North Carolina, duly commissioned and sworn, personally came HOWARD L. SHELLKOPF to me known to be the individual described in and who executed the within instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal, the day and year in this certificate first above written.

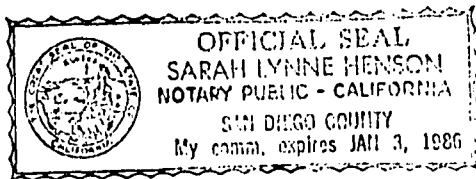
Jane M. Brewer
NOTARY PUBLIC in and for the State
of North Carolina, residing at
Charlotte, N.C.

My Commission Expires December 11, 1987

STATE OF CALIFORNIA)
: ss.
COUNTY OF SAN DIEGO)

On this 26th day of July, 1983, before me, the under-
signed, Sarah Lynne Henson, a Notary Public in and for the State
of California, duly commissioned and sworn, personally appeared
CLAYTON O. PANTER, to me known to be the Vice President of HOWARD
PUBLICATIONS, INC., the corporation that executed the foregoing
instrument and acknowledged the said instrument to be the free
and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath stated that he is
authorized to execute said instrument and that the seal affixed
is the corporate seal of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
by official seal the day and year first above written.



Sarah Lynne Henson
NOTARY PUBLIC in and for the State
of California, residing at Oceanside.

STATE OF NORTH CAROLINA)
: ss.
COUNTY OF GUILFORD)

On this 2nd day of August, 1983, before me, the under-
signed, Barbara A. Zepher, a notary public in and for the State

of North Carolina, duly commissioned and sworn, personally appeared John C. Chapman, to me known to be the 2nd Vice President of JEFFERSON STANDARD LIFE INSURANCE COMPANY, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

Thomas S. Whitwell
NOTARY PUBLIC in and for the State
of North Carolina, residing at
Chapel Hill, N.C.

MY COMMISSION EXPIRES MAY 24, 1965