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MARGARETTE N. CLEVELAND  
LAKE COUNTY RECORDER

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of May 27, 1989, among WICKES COMPANIES, INC., a Delaware corporation (the "Seller"), WIXF CORP., a Delaware corporation ("Parent"), and WIXF ACQUISITION CORP., a Delaware corporation and a wholly owned subsidiary of Parent (the "Purchaser").

W I T N E S S E T H

WHEREAS pursuant to the Asset Purchase Agreement dated as of May 25, 1989, among the Seller, Parent and the Purchaser, as amended by an amendment thereto dated as of May 25, 1989 (the "Asset Purchase Agreement"), the Purchaser has agreed to purchase and the Seller has agreed to sell the Acquired Assets (as defined in the Asset Purchase Agreement);

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WHEREAS pursuant to the Asset Purchase Agreement, Parent and the Purchaser have agreed to be jointly and severally liable for all the obligations of either of them under the Asset Purchase Agreement; and

WHEREAS the Seller has a leasehold interest in certain real property described in Schedule "A" attached hereto (the "Property") and by this reference incorporated as part hereof.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Lease. Pursuant to and subject to the terms and conditions of the Asset Purchase Agreement, the Seller hereby assigns, transfers, and sets over unto the Purchaser, its successors and assigns, effective as of the date first written above, (i) all of the Seller's right, title and interest in, to and under that certain lease, as modified, amended, supplemented or extended (collectively, the "Lease") as set forth on Schedule "B" attached hereto and by this reference incorporated as part hereof, and (ii) all of the Seller's right, title and interest in any license agreements, easements, reciprocal parking agreements and other agreements affecting or pertaining to the Lease to which the Seller is a party or to the premises covered thereby (collectively, the "Related Agreements") as described in Schedule "B" hereto.

HOLD FOR FIRST AMERICAN TITLE

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**2. Assumption of Leasehold Obligations.** The Purchaser hereby accepts said assignment and covenants with the Seller and lessor under the Lease, for the benefit of any assignee or any successor in interest of lessor, that the Purchaser and its successors and assigns hereby assume and agree to keep, perform, fulfill or cause to be performed all of the terms, covenants, conditions and obligations contained in the Lease and Related Agreements which, by the terms thereof, are imposed upon the Seller including, but not limited to, payment of the rent therein.

**3. Termination of Assignment.** Any default by the Purchaser under the Lease (other than a default arising out of the assignment of the Lease to the Purchaser) which gives the lessor thereunder a right to terminate and which default is not cured by the Purchaser prior to the expiration of any grace period under the Lease, or is not cured by any leasehold mortgagee within such grace period or any extended grace period it may have been granted by such lessor, as the case may be, shall be deemed the Purchaser's incurable breach of this Lease Assignment and Assumption Agreement and shall act to terminate the Purchaser's rights hereunder. In such event, without limiting the Seller's rights and remedies at law or in equity, (i) all of the Purchaser's right, title and interest in, to and under the Lease and the Related Agreements shall immediately and automatically revert to the Seller concurrently with the expiration of such grace period or the Purchaser's receipt of a notice of termination from the lessor under the Lease, whichever is later, (ii) such automatic reversion shall be effective regardless of whether the lessor under the Lease elects to allow the Seller an additional period in which to cure such default on behalf of the Seller and (iii) the Purchaser shall be and remain liable to the Seller for all sums expended and all actions taken in curing the Purchaser's default under the Lease.

**4. Notices.** Each of the Seller and the Purchaser agrees that within two business days after receiving any notice from lessor relating to performance of the Seller's or the Purchaser's respective obligations under the Lease, the recipient of such notice shall send a copy of the same to the Purchaser, if the recipient is the Seller, or to the Seller, if the recipient is the Purchaser, at the address shown beneath the applicable signature below, or to any other address as the Seller or the Purchaser, as the case may be, from time to time may designate.

5. Further Assurances. From time to time, each party, as and when requested by any other party hereto, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to the limitation set forth in Section 4.4 of the Asset Purchase Agreement), as such requesting party may reasonably deem necessary or desirable to consummate the lease assignment and the assumption of leasehold liabilities contemplated by this Lease Assignment and Assumption Agreement.

6. No Offset. The Purchaser's obligations assumed hereunder will not be subject to offset or reduction by reason of any actual or alleged breach of any representation, warranty or covenant contained in the Asset Purchase Agreement or any document delivered in connection therewith or any right or alleged right to indemnification thereunder or for any other reason whatsoever.

7. Assignment. This Lease Assignment and Assumption Agreement shall inure to the benefit of and be enforceable by solely the parties and their respective successors and permitted assigns, and nothing herein expressed or implied shall be construed to give any other person any legal or equitable rights hereunder.

8. Joint and Several Liability. Parent and the Purchaser shall be jointly and severally liable for all the obligations of the Purchaser assumed hereunder.



9. Governing Law. This Lease Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Seller, Parent and the Purchaser have caused this Lease Assignment and Assumption Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

WICKES COMPANIES, INC.,

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by

Name:

*Michael Jameson*  
MICHAEL JAMESON

Title:

VICE PRESIDENT

[Seal]

Attest:

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the Lake County Recorder!

by

*D. W. Vagstad*  
Name: DONALD W. VAGSTAD

Title: Assistant  
Secretary

Address:

Wickes Companies, Inc.  
3340 Ocean Park Boulevard  
Suite 2100  
Santa Monica, California 90405  
Attn: Vice President--Real  
Estate



WIXF CORP.,

[Seal]

by

*Michael S. Gordon*  
Name: MICHAEL S. GORDON

Title: VP

Attest:

by

*Bruce N. Lipin*  
Name: BRUCE N. LIPIN

Title: Secretary

Address:

620 Newport Center Drive  
Suite 1400  
Newport Beach, California  
92660

WIXF ACQUISITION CORP.,

[Seal]

by *Michael S. Gordon*  
Name: *Michael S. Gordon*  
Title: *VP*

Attest:

by *Druce M. Lipan*  
Name: *Druce M. Lipan*  
Title: *Secretary*

Address:

620 Newport Center Drive  
Suite 1400  
Newport Beach, California  
92660



ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF LOS ANGELES )

On this 27th day of May, in the year 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Samir and Donald W. Vargal, (personally known to me or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Assistant Secretary, respectively, on behalf of Wickes Companies, Inc. and each acknowledged to me that the corporation executed it.

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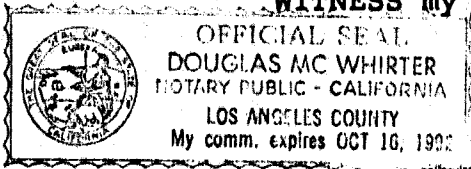
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Nora Rita Masterson  
Notary Public in and for said State

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF LOS ANGELES )

On this 26th day of May, in the year 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael S. Gordon and Bruce N. Wharton, (personally known to me or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Secretary, respectively, on behalf of WIXF Corp. and each acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.



[Notarial Seal]

Douglas McWhirter  
Notary Public in and for said State

STATE OF CALIFORNIA )  
 ) ss.:  
COUNTY OF LOS ANGELES )

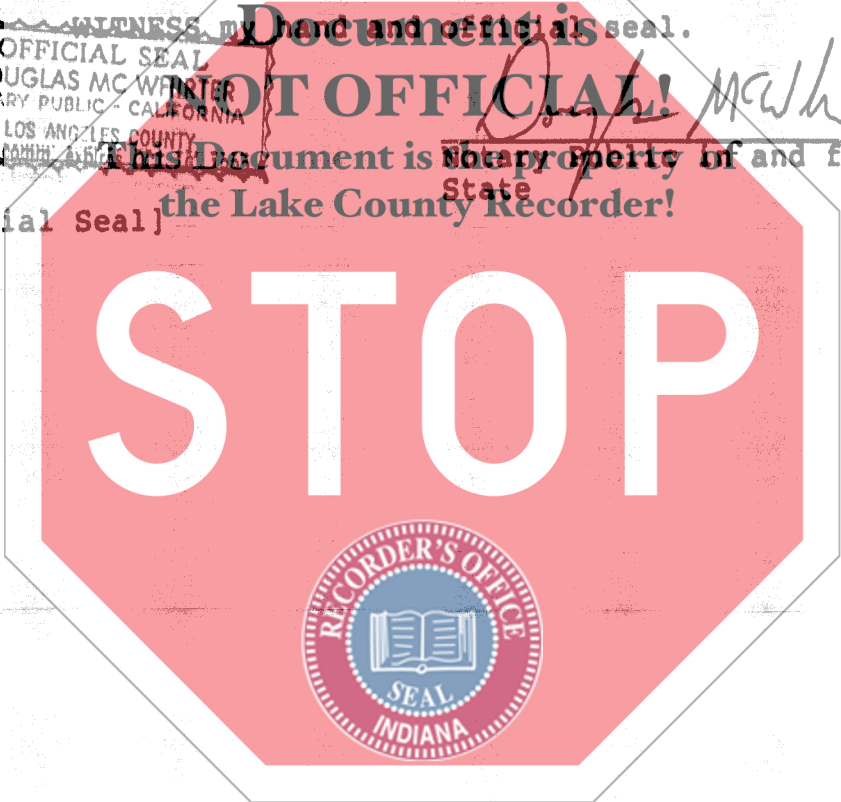
On this 26th day of May, in the year 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael S. Cook and Bruce M. Lipman (personally known to me or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Secretary, respectively, on behalf of WIXF Acquisition Corp. and each acknowledged to me that the corporation executed it.



WITNESS my hand and official seal.  
OFFICIAL SEAL  
DOUGLAS MC WORTER  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
MY COMMISSION EXPIRES 12/31/91

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[Notarial Seal]



Facility/Store No. 222  
1550 East Lincoln Highway  
Merrillville, Indiana

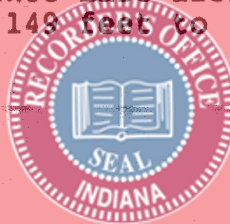
**SCHEDULE "A"**

**Legal Description of the "Property"**

**Lake County, Merrillville, Indiana**

PARCEL I--Lots 9, 10, 11, 13, 14 and the South 1/2 of Lot 24 in Pleasant Dale Subdivision, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 25 page 58, in the Office of the Recorder of Lake County, Indiana, except those parts of Lots 9, 10 and 11 described as follows: Beginning at the Southwest corner of said Lot 9; thence Northerly 42.6 feet along the West line of Lot 9; thence North 88°53' East 297.0 feet to the East line of Lot 11; thence Southerly 46.4 feet along said East line to the Northerly boundary of U. S. 30; thence Westerly along said Northerly boundary to the point of beginning.

PARCEL II--Part of the East 1/2 of the NE 1/4 of Section 22, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a point 20 feet West of and 154.5 feet North of the Southeast corner of said East 1/2 of the NE 1/4 of Section 22 and running thence North along the West line of what is now called Mississippi Street (the Boyd Road), 444.51 feet; thence West 148.48 feet; thence South 441.95 feet to the North line of what is known as the New Lincoln Highway; thence East along the North line of said New Lincoln Highway 149 feet to the place of beginning.





Facility/Store No. 222  
1550 East Lincoln Highway  
Merrillville, Indiana

**SCHEDULE "B"**

**Description of Lease and Any Modifications,  
Amendments, Supplements or Extensions Thereto**

1. Lease Agreement dated September 1, 1974, between Minc Indiana Properties Corp., an Indiana corporation, and Wickes Companies, Inc., a Delaware corporation, as successor to The Wickes Corporation, a Delaware corporation.

2. Assignment Agreement dated September 1, 1974, between Minc Properties Corp., an Indiana corporation, Wickes Companies, Inc., a Delaware corporation, as successor to The Wickes Corporation, a Delaware corporation, and National Bank of Detroit, a national banking association, and Burton N. Snitz, as Trustees under the Indenture of Mortgage and Deed of Trust dated as of September 1, 1974, among Minc Indiana Properties Corp. and Trustees.

