Greenville

BOOK 1157 PLUSE 389

LEASE ASSIGNMENT, dated as of January 39, 1981, from PINE LAKE ASSOCIATES, an Ohio limited partnership (the "Assignor"), having an office at No. 3400 Executive Parkway, Toledo, Ohio and COLOR TILE, INC., a Delaware corporation (the "Lessee"), having an office at No. 1700 One Tandy Center, Fort Worth, Texas, to BANKERS LIFE COMPANY, an Iowa corporation (the "Company"), having an office at No. 711 High Street, Des Moines, Iowa.

PRELIMINARY STATEMENT

Assignor has borrowed \$4,175,000.00 from the Company and has executed and delivered, as evidence of such borrowing, its 12.45% Secured Note dated January 29, 1981 (the "Note"), to finance the cost of acquiring ownership of the premises and the improvements thereon (the "Premises") described in Schedule A hereto. The Note is secured by a Deed(s) of Trust/Mortgage(s) dated as of the date hereof (the "Deed(s) of Trust"), from Assignor to or for the benefit of the Company which is a lien on the Premises and Assignor's interest as lessor of the Lease made with Lessee, dated as of January 29, 1981 covering the Premises. As additional security for the Note and other sums secured by such Deed(s) of Trust, Assignor, Lessee and Company are entering into the undertakings herein set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor, for a good and valuable consideration the receipt of which is hereby acknowledged, as security for the payment of the principal of, and any premium and interest and other sums payable on, the Note or other sums secured by or payable under the Doed(s) of Trust, has assigned, transferred, conveyed and set over, and by these presents assigns, transfers, conveys and sets over to the Company all of Assignor's estate, title, right, interest, claim and demand as lessor in, to and under the Lease, dated as of January 29, 1981 between Assignor and Lessee (said lease, as the same may be amended or supplemented in the manner provided for therein, being called "Net Lease") including all the rents, profits, income and sums of money which may be or become due or owing under or by virtue thereof (subject to the provisions set forth in Schedule B hereto) pursuant to which the Assignor has leased to the Lessee the Premises, together with all the rights, powers, privileges, options and other benefits of Assignor as lessor under the Net Lease, including