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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is made and entered into as of this 27th day of April, 1988 by and between Wickes Companies, Inc., a Delaware corporation whose address is 3340 Ocean Park Boulevard, Santa Monica, California 90405 ("Assignor") and Wickes Lumber Company, a Delaware corporation whose address is 706 Deerpath Drive, Vernon Hills, Illinois 60061 ("Assignee"), with reference to the following recitals of fact:

WHEREAS, Homecrafters Warehouse, Inc. ("Tenant") and City of Pelham, Alabama ("Landlord") are parties to that certain lease dated August 31, 1984 relating to the premises located at 3160 Lee Street, Pelham, Shelby County, Alabama, and legally described on Exhibit A attached hereto and made a part hereof (the "Premises"). Such lease and any and all amendments or modifications thereto are collectively referred to herein as the "Lease".

WHEREAS, Assignor has succeeded to all of the right, title and interest of Tenant in, to and under the Lease and the Premises by virtue of (a) that certain Assignment of Lessee's Interest in Lease dated September 5, 1986 from Tenant to Wickes-Homecrafters, Inc., a Delaware corporation, recorded in the Probate Office of Shelby County, Alabama on September 8, 1986, at 10:00 A.M., in Real Record 089, Page 425 and (b) being the survivor of the mergers filed August 17, 1987 and January 13, 1988 in the offices of the Secretary of State of Alabama and the Secretary of State of Delaware, respectively.

WHEREAS, Assignor is transferring the assets of its Wickes Lumber Division to Assignee as of the date hereof (the "Closing Date").

WHEREAS, effective as of the Closing Date, Assignor desires to assign to Assignee and Assignee desires to assume Tenant's interest in the Lease.

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

1. Effective as of the Closing Date, Assignor hereby sells, assigns, transfers and conveys to Assignee all of its right, title and interest in, to and under the Lease, and the Premises and all improvements thereto.

2. Effective as of the Closing Date, Assignee does hereby covenant for itself and its successors and assigns

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that it will observe, perform and does hereby assume all of the terms, covenants, conditions and obligations to be performed by Assignor pursuant to the Lease, except as otherwise provided herein.

3. This Assignment shall be governed by the terms of that certain Purchase Agreement dated April 20, 1988 by and between Assignor and Assignee, including, but not limited to, the terms of Sections 2.3, 2.4 and 2.5 thereof, which relate to assumed and excluded liabilities, and Sections 6.3.2, 12.1 and 12.2 thereof, which relate to indemnification.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one Assignment.

IN WITNESS WHEREOF, the undersigned have entered into this agreement by their duly authorized officers as of the day and year first above written.

WITNESSES:

Kathleen M. McWilliams
Kathleen M. McWilliams

WICKES COMPANIES, INC.

By:

Ronald D. Strongwater
Ronald D. Strongwater
Senior Vice President

ATTEST:

Thomas A. Seifert
Thomas A. Seifert
Assistant Secretary

WITNESSES:

Margaret A. Walsh
Margaret A. Walsh

WICKES LUMBER COMPANY

By:

Mervyn Benjet
Mervyn Benjet
Vice President

ATTEST:

Richard L. Morphet
Richard L. Morphet
Assistant Secretary

Sharon K. Davin
SHARON K. DAVIN

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EXHIBIT A

Unit B of The Homecrafters Warehouse Building, a Condominium, according to the Declaration of Condominium, as recorded in Book 003, Page 860, in the Office of the Judge of Probate of Shelby County, Alabama, together with an undivided fractional interest in the common elements as set out in the said Declaration of Condominium.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Ellen Swietlik, a notary public in and for said county in said state, hereby certify that Ronald D. Strongwater and Thomas A. Seifert, whose names as Senior Vice President and Assistant Secretary, respectively, of Wickes Companies, Inc., a Delaware corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and seal of office this 28th day of April, A.D. 1988.

Ellen Swietlik
Ellen Swietlik
Notary Public

SEAL

My commission expires:

May 13, 1989

RECORDING FEES
Recording Fee \$ 10.00
Index fee 1.00
TOTAL \$ 11.00

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Ellen Swietlik, a notary public in and for said county in said state, hereby certify that Mervyn Benjet and Richard L. Morphet, whose names as Vice President and Assistant Secretary, respectively, of Wickes Lumber Company, a Delaware corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and seal of office this 27th day of April, A.D. 1988.

Ellen Swietlik
Ellen Swietlik
Notary Public

This instrument was prepared by:

Brian C. Shea
Schiff Hardin & Waite
7200 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

SEAL 88 MAY 16 AM 10:20

My commission expires:

May 13, 1989 JUDGE OF PROBATE