

RECORDED MAY 16 1977  
FOREST C. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48226

JS13310

419/34/819

ASSIGNMENT OF LEASE FOR SECURITY BY LESSEE:

LESSOR'S CONSENT TO ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, as lessor, for a valuable consideration hereby assigns absolutely to Manufacturers National Bank of Detroit and Small Business Administration (hereinafter called "Assignee") and its assigns, all of its right, title and interest in a certain Lease dated the 1st day of March, 1976, wherein the lessor, of the premises described in Schedule "A" attached hereto is:

MICHIGAN DEPARTMENT OF AGRICULTURE

It is agreed that the undersigned is now, and will remain, obligated, as in the past to perform all the covenants of lessee in said lease as though this assignment had not been made; further, that undersigned may continue to occupy the said leased premises so long as undersigned is not in default, in whole or in part, in the payment or performance of any obligations or agreements owed by undersigned to Assignee now or hereafter; provided, in the event of such default, undersigned will forthwith vacate said premises on demand by Assignee and surrender such premises to Assignee hereunder; provided, further, upon payment and satisfaction in full of that certain Promissory Note dated May 10, 1977, executed by undersigned and Spartan Steel Sales, Inc., a Michigan corporation, jointly and severally, in the original amount of Three Hundred Fifty Thousand (\$350,000) Dollars, and any extensions or renewals thereof in whole or in part together with interest thereon, Assignee shall reassign said Lease to undersigned.

Without notice to or consent of the undersigned the Assignee may extend or renew the above-described debt or any part thereof with or without an increased or decreased rate of interest, release one or more persons primarily or secondarily liable for the payment of the same, release any other collateral mortgage or security securing the same and any such action shall in no way affect this assignment.

Date: May 18, 1977

SOFTBALL CITY, INC.  
a Michigan Corporation

By: D.L. Robinson  
D. L. ROBINSON President

In the presence of:

Blaine F. Morsette  
As Witness BLAINE F. MORSETTE

By: Donald E. Aldrey  
Secretary  
Address: 1025 West State Fair  
Detroit, Michigan 48203

Deborah K. Carlton  
As Witness DEBORAH K. CARLTON

STATE OF MICHIGAN  
COUNTY OF WAYNE

This foregoing instrument was acknowledged before me this 18th day of May, 1977, by D.L. Robinson, the President, and Donald E. Aldrey, Secretary, of Softball City, Inc., a Michigan Corporation on behalf of the corporation.

Notary Public  
Wayne County, Michigan

Blaine F. Morsette

Record on Mortgage Side

JS13310

21956

CONSENT OF LESSOR

119734-820

The undersigned, as lessor, in the lease described in the foregoing assignment, for One Dollar (\$1.00) and other good and valuable consideration, hereby consents to said assignment and agrees that Assignee may reassign to third parties in the event of default as described above, provided that any assignment shall have the approval of lessor. Assignee agrees that in the event of a reassignment of the within lease, Assignee shall notify lessor in writing at least 30 days prior to such actual reassignment. Any objection thereto by lessor shall be for reasonable cause, in writing, and delivered to Assignee within 40 days after notice of such proposed reassignment. Failure to state such objection within the 40-day period constitutes approval of such reassignment.

Lessor further agrees that the acceptance of said assignment by Assignee shall not be deemed to obligate Assignee to perform any covenants or agreements therein provided, except for such period as Assignee may be in actual possession of the premises, and further providing that Assignee shall make no use inconsistent with that described in the lease, on the premises which are the subject of said lease.

Lessor further agrees to notify Assignee in the event of default made in the performance of any of the covenants of the lease, not less than 90 days before exercising the lessor's rights under the lease as a result of said default, with right in Assignee to cure such default or breach during such period. The lessor represents that the leasehold described is validly vested in lessee; that latter is now in full compliance with all the requirements of said lease; that all chattels, at any time owned and situated by lessee upon the premises, may be removed therefrom and will not be considered affixed as a part of the real estate; and that lessor has no lien superior to any given on such chattels by lessee to Assignee, to secure lessee's obligations to Assignee.

Dated this 11<sup>th</sup> day of May, 1977.

MICHIGAN DEPARTMENT OF AGRICULTURE

In the presence of:

William D. Krull  
As Witness  
WILLIAM D. KRULL

By: B. Dale Ball - Director  
B. DALE BALL

Margaret Brockwell  
As Witness  
MARGARET BROCKWELL

Its \_\_\_\_\_

STATE OF MICHIGAN )  
COUNTY OF Ingham ) ss

The foregoing Consent of Lessor was acknowledged before me this 11 day of May, 1977, by B. DALE BALL, whose title is Director, Michigan Department of Agriculture, on behalf of the Michigan Department of Agriculture, and who further attested that he was authorized to execute this instrument on behalf of the said Michigan Department of Agriculture.

Robert M. Daley  
Notary Public  
County, Michigan

My commission expires \_\_\_\_\_  
ROBERT M. DALEY  
Notary Public, Michigan County, Michigan

SCHEDULE "A"

019774821

Part of the Northwest 1/4 of Section 2, T1S, R1E, City of Detroit, Wayne County, Michigan, described as beginning at a point distant S 89° 10' 00" W 154.76 ft., along the North line of Section 2, and S 20° 36' 15" E 397.80 ft., from the North 1/4 corner of Section 2, T1S, R1E, AND PROCEEDING THENCE S 30° 36' 15" E 1339.47 ft.; thence along a curve concave to the Northwest 1319.47 ft., radius 420.00 ft., central angle 180° 00' 00" chord S 59° 23' 45" W 840.00 ft., thence N 30° 36' 15" W 1339.47 ft.; thence along a curve concave to the Southwest 1319.47 ft., radius 420.00 ft., central angle 180° 00' 00" chord N 59° 23' 45" E 840.00 ft., to the POINT OF BEGINNING, containing 38.552 Acres, subject to easements of record, if any.

ALSO:

Part of the Northwest 1/4 of Section 2, T1S, R1E, City of Detroit, Wayne County, Michigan, described as beginning at a point distant S 89° 10' 00" W 585.44 ft., along the North line of Section 2, and S 20° 03' 58" E 54.16 ft., from the North 1/4 corner of Section 2, T1S, R1E, AND PROCEEDING THENCE S 20° 03' 58" E 60.29 ft.; thence along a curve concave to the Southeast 200.6 ft., radius 500.00 ft., central angle 22° 55' 06" chord S 50° 46' 43" W 198.67 ft.; thence along a curve concave to the West 187.53 ft., radius 600.00 ft., central angle 17° 54' 29", chord N 12° 01' 34" W 186.77 ft.; thence S 89° 51' 37" E 172.14 ft., along a chain link fence, to the POINT OF BEGINNING, containing 0.439 Acres, subject to easements of record, if any.