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CLERK DATA PROCESSING 11/20/94 1

ASSIGNMENT AND ASSUMPTION AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS, that as of April 1, 1996, NAHI REAL ESTATE CORPORATION ("Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration to it duly paid by HARPERCOLLINS EDUCATIONAL PUBLISHERS INC. ("Assignee"), by these presents hereby grants, sells, conveys, assigns, transfers and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to, and all of Assignor's obligations under: (i) that certain Lease Agreement, dated as of June 15, 1990, between Scott, Foresman and Company ("Scott Foresman") (the predecessor-in-interest to Assignee) as landlord, and Assignor, as tenant (as amended by First Amendment to Lease dated as of August 15, 1990 and Consent to Assignment, dated as of December 22, 1992, by Assignor in favor of Chemical Bank, as trustee, the "Lease"), and the leasehold estate created thereby for certain land and the fee interest in improvements described in Exhibit "A" attached hereto and made a part hereof (the land, together with the improvements, being hereinafter referred to collectively as the "Premises"), a Memorandum of which Lease was recorded June 15, 1990 as Document No. 90285646; (ii) that certain Tax Indemnification Agreement, dated as of June 15, 1990, between Assignor, as indemnitor, and Purchaser, as indemnitee, relating to the Premises (as amended by First Amendment to Tax Indemnification Agreement dated as of August 15, 1990, the "Tax Agreement"); and (iii) that certain Environmental Certificate and Indemnification Agreement, dated as of June 15, 1990, among Assignor, Assignee and Purchaser, relating to the Premises (the "Environmental Agreement").

Assignee does hereby accept this assignment and assumes and agrees to faithfully perform all obligations, covenants, stipulations and agreements of Assignor to be performed, whenever arising, pursuant to the terms of the Lease, the Tax Agreement and the Environmental Agreement. However, any losses sustained or payments made by Assignee pursuant to such assumptions under this Assignment and Assumption Agreement shall be deemed losses sustained by Pearson, Inc., as Parent, under the Stock Purchase Agreement dated as of February 8, 1996 between HarperCollins Publishers Inc., The News Corporation Limited, AML Acquisition Corp. and Pearson Inc. but Pearson Inc. shall only be indemnified with respect to such losses under Section 10.2 of the Stock Purchase Agreement to the extent that such losses result from any General Claims, Tax Claims and ERISA Claims (as defined in Section 10.1 of the Stock Purchase Agreement) and subject to the limitations contained in Section 10.4 therein.

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TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, from and after the date hereof, subject to the terms and conditions of the Lease, the Tax Agreement and the Environmental Agreement, respectively.

AND Assignee hereby agrees to indemnify and hold Assignor harmless of and from any and all liability, loss, damage or expense which Assignor may or might incur under or by reason of this Assignment, the Lease, the Tax Agreement or the Environmental Agreement, or for any action taken by Assignor hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignor arising out of the Lease, the Tax Agreement or the Environmental Agreement.

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BOX 333-CTI

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DEPT-10 PENALTY

COOK COUNTY RECORDER

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CG # 97-337597

DEPT-01 RECORDING

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AND Assignor and Assignee each covenants and agrees for itself and its successors and assigns, that, at any time and from time to time after the delivery hereof, it will, upon the request of the other, execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all such further deeds, assignments, transfers, conveyances or assurances and shall take or cause to be taken all such further acts and actions as may be reasonably required to confirm the foregoing assignment and assumption and to execute such other documents as may be reasonably necessary in order to effect the intent of the parties hereto.

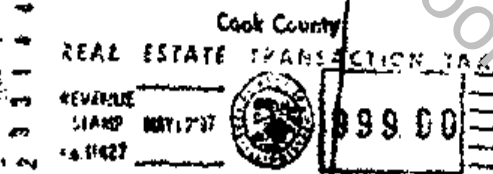
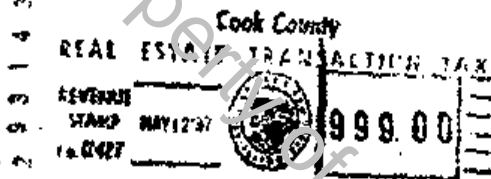
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:
NAHI REAL ESTATE CORPORATION

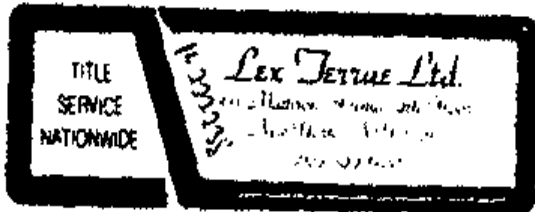
By: [Signature]
Name: Jan E. Conshyne
Title: Vice President

ASSIGNEE:
HARPERCOLLINS EDUCATIONAL PUBLISHERS INC.

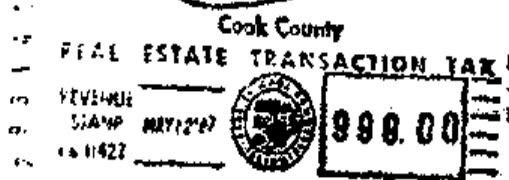
By: [Signature]
Name: James A. Fox
Title: General Counsel



RECORDS RETURN TO



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ALTA Commitment
Schedule A

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LOT B IN TALL TREES UNIT TWO, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF SUB-LOTS 2, 3 AND 4 TAKEN AS ONE TRACT, IN PARTITION, ACCORDING TO THE WILL OF JUDITH REED, OF LOT 3 IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH HALF OF SECTIONS 26 AND 27, TOWNSHIP AND RANGE AFORESAID, LYING SOUTHERLY OF AND ADJOINING A LINE DRAWN FROM A POINT ON THE SOUTHWESTERLY LINE OF THE AFORESAID SUB-LOT 4, SAID POINT BEING 1224.595 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER OF SUB-LOT 6 IN THE AFORESAID PARTITION (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SUB-LOTS 4, 5 AND 6 IN SAID PARTITION) TO A POINT ON THE WESTERLY LINE OF BLOCK 10 IN THE AFORESAID TALL TREES UNIT TWO SUBDIVISION, SAID POINT BEING 299.95 FEET NORTHWESTERLY OF THE SOUTHWESTERLY CORNER OF LOT 16 IN SAID BLOCK 10 (AS MEASURED ALONG THE WESTERLY LINE THEREOF), EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART OF SAID SUB-LOTS 2 AND 3 TAKEN FOR THE AFORESAID TALL TREES UNIT TWO SUBDIVISION AND ALSO EXCEPTING FROM THE AFORESAID SUB-LOTS 3 AND 4 THAT PART THEREOF TAKEN FOR EAST LAKE AVENUE AS SHOWN ON PLAT OF SURVEY DOCUMENT NUMBER 20433449, BEING THAT PART OF SAID SUB-LOTS 3 AND 4 LYING SOUTHERLY OF AND ADJOINING A LINE DRAWN FROM A POINT ON THE SOUTHEASTERLY LINE OF SAID SUB-LOT 4, SAID POINT BEING 122.96 FEET NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID SUB-LOT 4 (AS MEASURED PERPENDICULARLY TO SAID WESTERLY EXTENSION) TO A POINT ON THE EAST LINE OF THE AFORESAID SUB-LOT 3, SAID POINT BEING 72.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SUB-LOT 3 (AS MEASURED ALONG THE EAST LINE THEREOF) ALL IN COOK COUNTY, ILLINOIS.

1900 E Lake Street Glenview

ALSO

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PARCEL 2:

04 26 306 004

THAT PART OF SUB-LOTS 1, 2, 4, 5 AND 6 (EXCEPT THE NORTH 330 FEET OF SAID SUB-LOT 6, AS MEASURED ALONG THE EAST LINE THEREOF), TAKEN AS ONE TRACT, IN PARTITION, ACCORDING TO THE WILL OF JUDITH REED, OF LOT 3 IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH HALF OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF AND ADJOINING A LINE DRAWN FROM A POINT ON THE SOUTHWESTERLY LINE OF THE AFORESAID SUB-LOT 4, SAID POINT BEING 1224.595 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER OF SUB-LOT 6 IN THE AFORESAID PARTITION (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SUB-LOTS 4, 5 AND 6 IN SAID PARTITION) TO A POINT ON THE WESTERLY LINE OF BLOCK 10 IN TALL TREES UNIT TWO, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP AND RANGE AFORESAID, SAID POINT BEING 299.95 FEET NORTHWESTERLY OF THE SOUTHWESTERLY CORNER OF LOT 16 IN SAID BLOCK 10 (AS MEASURED ALONG THE WESTERLY LINE THEREOF), EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THAT PART OF

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SAID SUB-LOTS 1 AND 2 TAKEN FOR TALL TREES UNIT TWO AFORESAID AND TALL TREES UNIT THREE, BEING A SUBDIVISION IN SAID SOUTHWEST QUARTER, ALL IN COOK COUNTY, ILLINOIS.

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