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Stein & Lubin LLP  
600 Montgomery Street, 14th Floor  
San Francisco, CA 94111  
Attn: Monique Olivier, Esq.



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Cook County Recorder 49.50

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## ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "Agreement") is made as of this 5<sup>th</sup> day of January, 2002 by and among NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, as trustee for the registered holders of LB COMMERCIAL MORTGAGE TRUST 1999-C1, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1999-C1 (together with its successors and assigns, "Lender"), 180 WEST WASHINGTON, L.L.C., an Illinois limited liability company ("Existing Borrower"), WEST WASHINGTON BUILDING, L.L.C., an Illinois limited liability company ("New Borrower"), ARI SHULMAN, an individual ("Existing Principal"), and HOWARD R. WEITZMAN, an individual ("New Principal").

### RECITALS

A. Lender is the holder for value of that certain Promissory Note dated January 11, 1999 (the "Note"), in the principal sum of Two Million and No/100ths Dollars (\$2,000,000.00) (the "Loan"), executed by Existing Borrower originally to the order of Holliday Fenoglio Fowler, L.P., a Delaware limited partnership ("Original Lender").

B. The indebtedness evidenced by the Note is secured by, among other things, (i) that certain Leasehold Mortgage and Security Agreement dated January 11, 1999 and recorded on January 13, 1999 as Instrument No. 99038757 in the official records of Cook County, Illinois (the "Official Records") and assigned to Lender by instrument recorded on July 26, 2000, as Instrument No. 00561593 in the Official Records (the "Security Instrument"), encumbering that certain interest of lessee under that Ground Lease dated January 1, 1995, as amended, between American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated December 1, 1994 and Known as Trust No. 123908-03, as lessor, and Existing Borrower, as successor in interest to American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated November 5, 1998 and Known as Trust No. 124572-06, as lessee and affecting real property situated in the Cook County, Illinois, as is more particularly described on Exhibit A attached hereto (said real property hereinafter referred to as the "Property"); (ii) that certain Assignment of Leases and Rents dated as of January 11, 1999 (the "Assignment"), executed by Existing Borrower to Original Lender, which Assignment was recorded on January 13, 1999 as Instrument No. 99038758 and assigned to Lender by instrument recorded on July 26, 2000, as Instrument No. 00561592 in the Official Records; (iii) that certain UCC-1 Financing Statement which was recorded on January 14, 1999 as Instrument No. 99U00331 in the Official Records (the "County UCC-1"); and (iv) that certain UCC-1 Financing Statement which was filed on January 17, 1999 as Instrument No. 3972605 with the Illinois Secretary of State (the "State UCC-1") (the County UCC-1 and State UCC-1 are collectively referred to herein as, the "UCC-1 Financing Statements").

C. Existing Borrower and Existing Principal have executed that certain Environmental Indemnity Agreement dated as of January 11, 1999 in favor of Original Lender (the "Existing Environmental Indemnity").

D. Existing Principal has executed that certain Guaranty of Recourse Obligations of Borrower dated as of January 11, 1999 in favor of Original Lender (the "Existing Guaranty").

E. The Note, the Security Instrument, the Assignment, the UCC-1 Financing Statement, the Existing Environmental Indemnity and the Existing Guaranty and the other documents, instruments and agreements executed in connection therewith are sometimes hereinafter collectively referred to as the "Loan Documents".

F. The Note and the other Loan Documents have been assigned by mesne conveyances to Lender.

F. Existing Borrower wishes to convey all of its right, title and interest in and to the Property to New Borrower (the "Transfer") pursuant to a purchase and sale agreement dated August 20, 2001, as amended, under which New Borrower has agreed to purchase the Property and to assume the indebtedness and other obligations of Existing Borrower under the Loan Documents.

G. Existing Borrower, Existing Principal, New Borrower, and New Principal have requested that Lender consent to the Transfer, subject to the Loan Documents as set forth below, and Lender is willing to consent to the Transfer upon the terms and conditions set forth below.

#### AGREEMENT

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

1. Loan Balance. The outstanding principal balance of the Loan under the Note as of the date hereof is One Million Nine Hundred Twenty-Six Thousand Three Hundred Thirty-Five and 29/100ths Dollars (\$1,926,335.29), which principal balance reflects the monthly payment of principal and interest due under the Note on January 1, 2002. The outstanding balance in tax, insurance, replacement reserves, tenant improvements, and ground rent held by or for the benefit of Lender (including without limitation pursuant to the Security Instrument) is One Hundred Fifteen Thousand Eighty-One and 97/100ths Dollars (\$115,081.97).

2. Consent to Transfer of the Property. Lender hereby consents, pursuant to the provisions of any of the Loan Documents requiring Lender's consent, to the Transfer of the Property from Existing Borrower to New Borrower and the assumption of the Loan by New Borrower. Lender's consent to this transfer and assumption shall not constitute a waiver of Lender's right to accelerate the obligations under the Note as set forth in Section 8.2 of the Security Instrument with respect to future transfers and assumptions, nor shall Lender's consent to this transfer and assumption constitute Lender's waiver of any other term, covenant or condition of any of the Loan Documents.

3. Assumption of Obligations. Existing Borrower hereby assigns to New Borrower, and New Borrower hereby assumes and agrees, for the benefit of Lender and its successors and assigns, to be bound by, observe and perform, all liabilities, terms, provisions, covenants and obligations of Existing Borrower under the Loan Documents, and New Borrower agrees that it

will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect as if New Borrower had originally executed and delivered the Loan Documents instead of Existing Borrower provided, however, that New Borrower is not assuming the obligations of the Existing Borrower under the Existing Environmental Indemnity. Reference in any Loan Document to Existing Borrower or Borrower henceforth shall be deemed to be a reference to New Borrower.

4. Release of Existing Borrower. Lender hereby releases Existing Borrower prospectively from all of its liabilities and obligations under the Loan Documents; provided, however, that Existing Borrower shall not be released from, and shall remain fully liable for, all of its responsibilities, duties, covenants, liabilities, indemnities, guaranties and obligations arising out of conditions or events first occurring prior to the date hereof under the Loan Documents, including, without limitation, the Existing Environmental Indemnity.

5. Agreements of New Borrower and Existing Borrower. Each of Existing Borrower and New Borrower hereby acknowledges and agrees that:

(a) notwithstanding the release of Existing Borrower as provided in Paragraph 4 hereof, all of the terms, provisions, covenants, conditions and stipulations contained in the Loan Documents, and all of New Borrower's obligations under the Loan Documents, as assumed hereunder, are hereby ratified and confirmed by New Borrower in all respects, and shall continue to apply with full force and effect to New Borrower from and after the date hereof;

(b) the obligations of New Borrower under the Loan Documents, as assumed hereunder, are not subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender or compromise;

(c) Existing Borrower has no offsets, defenses or counterclaims to the obligations under the Loan Documents and none are purported to be assigned to New Borrower hereunder;

(d) no default or Event of Default and no event which, with the giving of notice, the passage of time, or both, would constitute a default or Event of Default, has occurred and is continuing under any of the Loan Documents; and

(e) the agreement of Lender to release Existing Borrower as provided in Paragraph 4 hereof shall not be deemed an agreement by Lender to accept additional amendments to the Loan Documents, to waive any defaults or to waive any of its rights under the Loan Documents.

6. Release of Existing Principal. Subject to the full and complete performance of Existing Principal of its obligations under this Agreement, Lender hereby releases Existing Principal prospectively from all of its liabilities and obligations under the Existing Environmental Indemnity Agreement and the Existing Guaranty; provided, however, that Existing Principal shall not be released from, and shall remain fully liable for, all of its responsibilities, duties, covenants, liabilities, indemnities, guaranties and obligations arising out of conditions or events first occurring prior to the date hereof under the Existing Environmental Indemnity Agreement and the Existing Guaranty.

7. Release of Lender. Existing Borrower, New Borrower, Existing Principal, and New Principal hereby release, relinquish, discharge and waive any and all claims, demands,

actions, causes of actions, suits, debts, costs, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, expenses and liabilities whatsoever, known or unknown, at law or in equity, irrespective of whether such arise out of contract, tort, violation of laws or regulations or otherwise, which Existing Borrower, New Borrower, Existing Principal, and New Principal (and their respective successors, assigns, legal representatives, heirs, executors or administrators) ever had, now have or hereafter can, may or shall have against Original Lender, Lender or their officers, directors, employees, representatives, agents, trustees, shareholders, partners, members, contractors, advisors, attorneys, subsidiaries, affiliates, predecessors, successors or assigns by reason of any matter, cause or thing whatsoever arising or occurring prior to the date of this Agreement arising out of, relating to, or in connection with, the Loan, the Loan Documents, the Property, this Agreement or the transactions contemplated hereunder, whether known or unknown as of the date hereof.

Each of Existing Borrower, Existing Principal, New Borrower and New Principal after consultation with its respective attorney, hereby expressly waives the benefits of the provisions of applicable law which provide to the effect that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the debtor.”

8. Conditions Precedent. Notwithstanding any provision to the contrary in this Agreement, the effectiveness of the respective consents, releases and directives granted or expressed by Lender within this Agreement shall be subject to the fulfillment of the following conditions to the satisfaction of Lender:

(a) Lender shall have received a fully executed counterpart of this Agreement;

(b) New Borrower and New Principal, as the case may be, shall have executed and delivered to Lender the following in form and substance satisfactory to Lender:

- (i) an Environmental Indemnity Agreement (the “**New Environmental Indemnity**”);
- (ii) a Certificate of Borrower (the “**New Borrower’s Certificate**”);
- (iii) a Borrower’s Financial Certificate (the “**New Borrower’s Financial Certificate**”);
- (iv) a Guarantor’s Financial Certificate (the “**New Guarantor’s Financial Certificate**”);
- (v) an Assignment of Agreements, Permits and Contracts (the “**New Assignment of Agreements**”); and
- (vi) a consent of members of New Borrower with respect to the execution and delivery of this Agreement, the assumption of the

obligations set forth in the Loan Documents and such other matters as Lender may reasonably request.

(c) Lender shall have received consents of the members of Existing Borrower in form and substance acceptable to Lender, authorizing the transactions contemplated hereby;

(d) Lender shall have received an amendment to the Financing Statements in form satisfactory to Lender to reflect the assumption of the Loan by New Borrower and/or such new UCC-1 financing statements on behalf of New Borrower in favor of Lender as Lender may request;

(e) Lender shall have received and approved New Borrower's formation documents and evidence of good standing;

(f) Lender shall have received such UCC search reports as Lender shall elect to order with respect to Existing Borrower and New Borrower with results satisfactory to Lender;

(g) Lender shall have received an opinion or opinions of counsel satisfactory in form and substance to Lender and its counsel with respect to, among other things, the due formation, good standing and qualification of New Borrower and New Principal, the power and authority of New Borrower and New Principal, the due execution and delivery, and the legality, validity and enforceability of this Agreement and the Loan Documents against New Borrower and New Principal, as the case may be, and the continued perfection of the security interest and liens granted by the Loan Documents under applicable law following the transfer of the Property to New Borrower, and the assumption of the Loan as herein provided;

(h) Lender shall have received such endorsements to the policy of title insurance insuring Lender's interest in the Property (the "Title Policy") as Lender may request, taking exception for no lien, encumbrance or other matter other than those set forth in the Title Policy on the date originally issued and which shall insure that title to the Property is vested in New Borrower and that the lien of the Security Instrument is not impaired by the transactions contemplated hereby;

(i) no default or Event of Default shall exist under any of the Loan Documents;

(j) all fees and expenses of Lender, including, without limitation, (i) a Loan assumption fee in the amount of Nineteen Thousand Two Hundred Sixty-Three and 35/100ths Dollars (\$19,263.35) representing one percent (1%) of the outstanding principal Loan balance in respect of the assumption fee as provided in Section 8.4 of the Security Instrument, (ii) all of Lender's attorneys' fees and expenses, (iii) title endorsement premiums, and (iv) recording and escrow fees in connection with this Agreement and the transactions contemplated hereby shall have been paid in full by New Borrower;

(k) New Borrower shall record in the Official Records the Assumption of that certain ground lease pertaining to the Property, dated January 11, 1999 between American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated December 1, 1994 and Known as Trust No. 123908-03, as lessor, and Existing Borrower, as successor in interest to American National Bank and Trust Company of Chicago,

not personally but solely as Trustee under Trust Agreement dated November 5, 1998 and Known as Trust No. 124572-06, as lessee, as amended.

9. Same Indebtedness; Priority of Liens Not Affected. This Agreement and the execution of other documents contemplated hereby do not constitute the creation of a new debt or the extinguishment of the debt evidenced by the Loan Documents, nor will they in any way affect or impair the liens and security interests created by the Loan Documents, which New Borrower acknowledges to be valid and existing liens on and security interests in the Property. New Borrower agrees that the lien and security interests created by the Security Instrument continue to be in full force and effect, unaffected and unimpaired by this Agreement or by the transfer of the Property or any collateral described in financing statements filed in connection with the Loan Documents and that said liens and security interests shall so continue in their perfection and priority until the debt secured by the Loan Documents is fully discharged.

10. Satisfaction of Conditions Precedent. The delivery of a fully executed original counterpart of this Agreement by Lender to New Borrower shall constitute conclusive evidence that all conditions precedent to the effectiveness of this Agreement and the consents and releases set forth herein have been completed to the satisfaction of Lender or waived by Lender.

11. General Provisions.

(a) Definitions. Each of the Loan Documents is hereby modified to the extent necessary so that the term "Loan Documents," as such term may be used therein, shall be deemed to include this Agreement (to the extent it creates obligations on the part of New Borrower or New Principal), the New Environmental Indemnity, the New Guaranty, the New Assignment of Agreements, and the other documents executed and delivered by New Borrower and/or New Principal in connection herewith. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Instrument.

(b) Reservation of Rights. Nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Lender may have against Existing Borrower, New Borrower, Existing Principal, New Principal or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title 42 U.S.C. § 9601 et seq.), as it may be amended from time to time, any successor statute thereof or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

(c) Rights Cumulative. Lender's rights under this Agreement shall be in addition to all of the rights of Lender under the Note and the other Loan Documents.

(d) Methods of Enforcement. This Agreement is subject to enforcement by Lender at law or in equity, including, without limitation, actions for damages or specific performance.

(e) Costs of Enforcement. In the event that Lender shall retain the services of an attorney or any other consultants in order to enforce this Agreement, or any portion hereof, New Borrower and New Principal agree to pay to Lender any and all costs and expenses, including, without limitation, reasonable attorneys' fees, costs and disbursements, incurred by Lender as a result thereof.

(f) Further Assurances. Each of Existing Borrower, New Borrower, Existing Principal and New Principal agrees to execute and deliver all such documents and instruments, and do all such other acts and things, as may be required by Lender in the future to perfect, assure, confirm or effectuate the assignment by Existing Borrower and the assumption by New Borrower contemplated by and set forth in this Agreement.

(g) Reliance. Lender would not consent to the Transfer of the Property and the other transactions specified herein without New Borrower, Existing Borrower, Existing Principal and New Principal entering into this Agreement. Accordingly, New Borrower, Existing Borrower, Existing Principal and New Principal intentionally and unconditionally enter into the covenants and agreements as set forth above and understand that, in reliance upon and in consideration of such covenants and agreements, Lender has consented to the Transfer of the Property and New Borrower's assumption of the Loan and, as part and parcel thereof, specific monetary and other obligations have been, are being and shall be entered into which would not take place but for such reliance.

12. Notices. From and after the date hereof, all notices or other written communication hereunder and under the Loan Documents shall be deemed to have been properly given if given in the manner set forth in the Security Instrument as follows:

If to New Borrower	West Washington Building, L.L.C. 2443 West 16th Street, Suite 3 Chicago, Illinois 60608 Attention: Howard Weitzman Facsimile No.: (312) 243-9052
With a copy to:	Howard J. Powers, Esq. 2443 West 16th Street, Suite 7 Chicago, Illinois 60608 Facsimile No: (312) 243-9052
If to Lender:	First Union National Bank 8739 Research Drive Charlotte, North Carolina 28288-1075 Attention: Brian Warman Ref: Loan No. 18-0000774 Facsimile No: (704) 593-7734
With a copy to:	Stein & Lubin LLP 600 Montgomery Street, 14 <sup>th</sup> Floor San Francisco, California 94111 Attention: Peter A. Mastromonaco, Esq. Facsimile No: (415) 981-4343

13. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto, their successors, the subsequent holders or owners of the Note and the Loan Documents and the assigns of New Borrower who have the prior written consent of Lender pursuant to Section 8.2 of the Security Instrument.

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14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument.

15. Execution and Delivery. All representations and warranties made in this Agreement or any other document executed in connection therewith shall survive the execution and delivery of this Agreement and any other documents executed in connection herewith.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located.

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IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

**NEW BORROWER:**

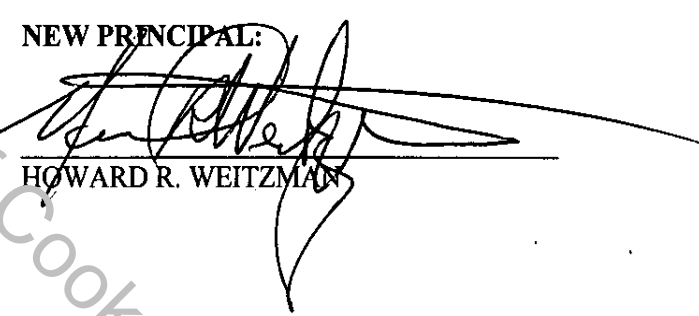
WEST WASHINGTON BUILDING, L.L.C.,  
an Illinois limited liability company

By: 

Name: Howard R. Weitzman

Its: Manager

**NEW PRINCIPAL:**

  
HOWARD R. WEITZMAN

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

**LENDER:**

NORWEST BANK MINNESOTA, NATIONAL  
ASSOCIATION, as trustee for the registered holders of LB  
COMMERCIAL MORTGAGE TRUST 1999-C1,  
COMMERCIAL MORTGAGE PASS-THROUGH  
CERTIFICATES SERIES 1999-C1

By: GMAC Commercial Mortgage Corporation,  
a California corporation, as Special Servicer

By: 

Name: Henry J. Bieber

Title: Senior Vice President

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

**EXISTING BORROWER:**

180 WEST WASHINGTON, L.L.C.,  
an Illinois limited liability company

By:   
ARI SHULMAN, Manager

**EXISTING PRINCIPAL:**

  
ARI SHULMAN

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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this the 5<sup>th</sup> day of ~~January~~ <sup>February</sup>, 2002, before me, the undersigned Notary Public, personally appeared ARI SHULMAN, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same as to his/her free act and deed and in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature: Michael T. O'Connor

My Commission expires: 5/4/04



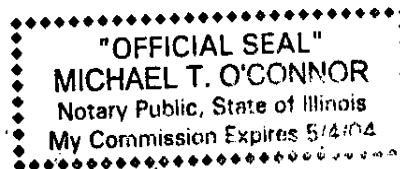
STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this the 5<sup>th</sup> day of ~~January~~ <sup>February</sup>, 2002, before me, the undersigned Notary Public, personally appeared ARI SHULMAN, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same as to his/her free act and deed and in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature: Michael T. O'Connor

My Commission expires: 5/4/04



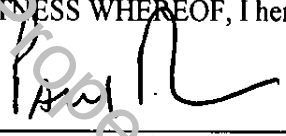
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STATE OF )  
 ) ss  
COUNTY OF )

On this the 5<sup>th</sup> day of ~~January~~<sup>FEBRUARY</sup>, 2002, before me, the undersigned Notary Public, personally appeared Howard R. Weitzman, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same as to his/her free act and deed and in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature: 

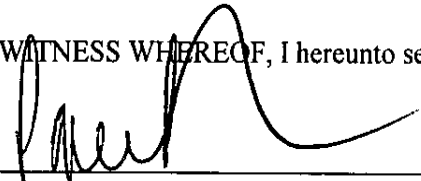
My Commission expires: \_\_\_\_\_



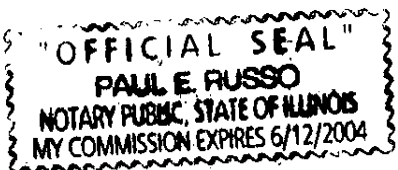
STATE OF )  
 ) ss  
COUNTY OF )

On this the 5<sup>th</sup> day of ~~January~~<sup>FEBRUARY</sup>, 2002, before me, the undersigned Notary Public, personally appeared Howard R. Weitzman, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same as to his/her free act and deed and in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature: 

My Commission expires: \_\_\_\_\_



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STATE OF CALIFORNIA             )  
  ) ss  
COUNTY OF SAN FRANCISCO    )

On this the 25<sup>th</sup> day of January, 2002, before me, the undersigned Notary Public, personally appeared **HENRY J. BIEBER**, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as to his free act and deed and in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

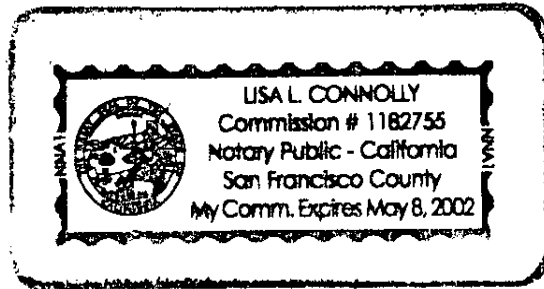
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature: \_\_\_\_\_

*Lisa L. Connolly*

My Commission expires: \_\_\_\_\_

5/8/2002



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## EXHIBIT A

### LEGAL DESCRIPTION

The land referred to herein is situated the State of Illinois, County of Cook, described as follows:

LOT 2 IN ISAAC VANDERPOLL'S SUBDIVISION OF LOT 5 AND THE WEST ½ OF LOT 6 IN BLOCK 40 OF ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1709 446 007

180 W Washington St  
Chicago IL 60601

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