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When Recorded, Return to:

Jeffrey B. Gurian, Esq.
Becker & Gurian
513 Central Avenue
Highland Park, IL 60035-3264

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2002-06-13 10:00:34
Cook County Recorder 37.50



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ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "Agreement") is made as of this 4th day of June, 2002 by and between NISSAN MOTOR ACCEPTANCE CORPORATION, a California corporation ("Assignor") whose address is 990 West 190th Street, Torrance, California 90502, and CIRCUIT ASSOCIATES, LLC and BELDEN TOWNHOUSE, LLC, each an Illinois limited liability company, both of whose address is c/o Newcastle Properties, L.L.C., 333 Skokie Boulevard, Suite 101, Northbrook, Illinois 60062 ("Assignee").

RECITALS

WHEREAS, Assignor is the lessor of certain premises generally known as 5701 West Touhy Avenue, Niles, Illinois (the "Premises") and more particularly described in Annex A attached hereto, pursuant to a lease, dated February 18, 1994 (the "Lease") by and between Assignor or Assignor's predecessor in interest, as landlord, and CIRCUIT CITY STORES, INC., a Virginia corporation, as tenant.

WHEREAS, a Memorandum of Lease (with respect to the Lease) was recorded in the official land records of Cook County, State of Illinois, as Document No. 94195862, on March 2, 1994.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to take assignment from Assignor of, Assignor's interest in and to the Lease.

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

1. Assignment of Lease. Assignor hereby assigns and transfers to Assignee, effective as of the close of business on the date hereof, all of Assignor's right, title and interest in and to, and Assignee hereby takes assignment of all such right, title and interest in and to, the Lease.

2. Assumption of Lease Obligations. Assignee hereby assumes, covenants, and agrees to pay, perform, fulfill and discharge, effective as of the close of business on the date hereof, all of the obligations and covenants of Assignor under the Lease which arise or occur

Lawyers Title Insurance Corporation

after or relate to the period after the close of business on the date hereof. Assignor agrees to pay, perform, fulfill and discharge, effective as of the close of business on the date hereof, all of the obligations and covenants of Assignor under the Lease which arise or occur before or relate to the period before the close of business on the date hereof.

3. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

4. Entire Agreement; Amendment. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein, and supercedes all prior agreements or understandings between or among the parties hereto relating to such subject matter. This Agreement may not be amended, modified, or terminated except in writing signed by both Assignor and Assignee or their respective successors and assigns.

5. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile, each of which shall be considered an original instrument, but all of which shall be considered one and the same instrument, and shall become binding when one or more counterparts have been signed by each party hereto and delivered to the other party hereto.

6. Notice. Any notices or other communications required or permitted under this Agreement will be in writing and either served personally or sent by prepaid, first-class mail and addressed to the other party at the address set forth in the introductory paragraph of this Agreement. Either party may change its address by notifying the other party of the change of address.

7. Governing Law. This Assignment and Assumption will be governed by the laws of the State of Illinois.

8. Indemnification. Assignee hereby covenants and agrees to indemnify, save and hold Assignor free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens, taxes and demands of any kind whatsoever asserted against Assignor arising out of, or by reason of any failure by Assignee to comply with its obligations under the Lease. Notwithstanding the foregoing, the Assignee shall have no obligation to indemnify the Assignor for any liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens, taxes and demands of any kind whatsoever asserted against Assignor arising prior to the effective time of this Agreement. Assignor hereby covenants and agrees to indemnify, save and hold Assignee free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens, taxes and demands of any kind whatsoever asserted against Assignee arising out of, or by reason of any failure by Assignor to comply with its obligations under the Lease arising prior to the effective time of this Agreement. Notwithstanding the foregoing, the Assignor shall have no obligation to indemnify the Assignee for any liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens, taxes and demands of any kind whatsoever asserted against Assignee arising after the effective time of this Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the close of business on the date first above written.

NISSAN MOTOR ACCEPTANCE
CORPORATION (Assignor)

By: *John A. French*
Name: John A. French
Title: V.P., CPO & Financial Product

CIRCUIT ASSOCIATES, LLC (Assignee)

By: _____
Name: _____
Title: _____

BELDEN TOWNHOUSE, LLC (Assignee)

By: _____
Name: _____
Title: _____

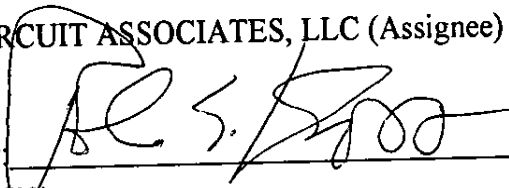
Property of Cook County Clerk's Office

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the close of business on the date first above written.

NISSAN MOTOR ACCEPTANCE CORPORATION (Assignor)

By: _____
Name: _____
Title: _____

CIRCUIT ASSOCIATES, LLC (Assignee)

By:  _____
Name: _____
Title: _____

BELDEN TOWNHOUSE, LLC (Assignee)

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the close of business on the date first above written.

NISSAN MOTOR ACCEPTANCE CORPORATION (Assignor)

By: _____
Name: _____
Title: _____

CIRCUIT ASSOCIATES, LLC (Assignee)

By: _____
Name: _____
Title: _____

BRIDEN TOWNHOUSE, LLC (Assignee)
By: S Enterprises, Inc., an Illinois corporation,
Manager

By: _____
John Supta, President

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STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

I, Brandon Rosin a notary public in and for said County, in the State aforesaid, do hereby certify that John A. French personally known to me to be the Vice President of **NISSAN MOTOR ACCEPTANCE CORPORATION**, a California corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President he/~~she~~ signed and delivered the said instrument and caused the corporation seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his/~~her~~ free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of June, 2002.

Brandon Rosin

Notary Public

Commission expires: March 23, 2006



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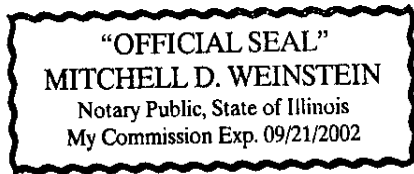
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Mitchell D. Weinstein a notary public in and for said County, in the State aforesaid, do hereby certify that John Supera personally known to me to be the Pres. & Mgr. of **BELDEN TOWNHOUSE, LLC**, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Pres. & Mgr. he/she signed and delivered the said instrument, for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of June, 2002.



Mitchell D. Weinstein
Notary Public
Commission expires: 9/21/02

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Annex A

Legal Description Of Premises

LOT 1 IN RAYMOND HARA SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5701 WEST TOUHY AVENUE, NILES, ILLINOIS 60714

PERMANENT INDEX NUMBER: 10-32-203-036

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