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Doc#: 1113645028 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/16/2011 01:36 PM Pg: 1 of 9

After recording mail to:

2 OF 6
SNR Denton US LLP
233 South Wacker Drive, Suite 7800
Chicago, IL 60606-6306
Attn: Marlene D. Nations, Esq.

Stewart Title NTS - Chicago
2 N. LaSalle Street, Suite 1400
Chicago, IL 60602
PH: 312-848-4400
File No: 11070104

BILL OF SALE (INTANGIBLES) AND ASSIGNMENT AND ASSUMPTION OF LEASE

THIS BILL OF SALE (INTANGIBLES) AND ASSIGNMENT AND ASSUMPTION OF LEASE, dated as of May 3, 2011, by and among BLDG Deans Superior LLC, a Delaware limited liability company, as to a 25% interest as a tenant in common, One Superior LLC, a Delaware limited liability company, as to a 40% interest as a tenant in common, and BLDG HH Superior LLC, a Delaware limited liability company, as to a 35% interest as a tenant in common, each having an office c/o BLDG Management Co., Inc., 417 Fifth Avenue, Suite 400, New York, New York 10016 (collectively, "Assignor"), and One Superior Place Fee LLC, a Delaware limited liability company, having an office at 400 Plaza Drive, Secaucus, New Jersey 07094 ("Assignee"), is executed and delivered pursuant to that certain Agreement of Purchase and Sale dated February 25, 2011 between Assignor and Hartz Mountain Industries, Inc., as Purchaser, and assigned by that Assignment and Assumption of Contract and Intangibles dated as of April 8, 2011, between Purchaser and Assignee (collectively, the "Agreement"), covering the real property commonly known as One West Superior Street, Chicago, Illinois, as more particularly described in Exhibit A attached hereto (the "Property").

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest as lessor in, to and under the ground lease ("Lease") of the Property, which Lease is described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, Assignor also desires to convey to Assignee all of Assignor's rights in certain intangibles relating to the Property as more specifically set forth herein.

COOK COUNTY RECORDER OF DEEDS
MAY 16 2011
11070104

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NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto agree as follows:

1. Assignor hereby jointly and severally sells, assigns, transfers, sets over and conveys to Assignee, its successors and assigns, without representation or warranty by or recourse to Assignor (except to the extent, if any, expressly set forth in the Agreement and subject to the limitation of survival set forth therein), all of the right, title and interest (if any) of Assignor in and to any and all of the intangible personal property related to the Property, including, without limitation, all right, title and interest (if any) of Assignor in and to (a) all fictitious business names, trade names and trademarks associated with the operation of the Property (including, without limitation, Assignor's interest if any in the names "One Superior Place" and related or similar names associated with the operation of the Property); (b) any and all plans and specifications and other architectural and engineering drawings for the Property and the improvements located on the Property; (c) any and all warranties claims and other rights (if any) against third parties involved in the design or construction of the improvements on the Land; and (d) any and all governmental permits, approvals and licenses to the extent assignable.

2. Effective as of the date hereof, Assignor hereby jointly and severally assigns, transfers, sets over and conveys to Assignee, its successors and assigns, without representation or warranty by or recourse to Assignor, express or implied, by operation of law or otherwise, except as expressly provided herein or in the Agreement, all of Assignor's right, title and interest in, and to and under the Lease, including (without limitation) all reversionary interest, if any, of Assignor, as the owner of the Property and as the landlord under the Lease, upon any termination of the Lease, with respect to (a) the buildings and other fixtures and improvements located on the Property, (b) commercial and residential tenant leases in effect from time to time and (c) any personal property owned by the tenant under the Lease, located on the Property and used in connection with such tenant's operation of the Property and improvements, to have and to hold the same unto Assignee, its successors and assigns, from and after the date hereof, for the rest and remainder of the term and renewal terms, if any, thereof, subject to the covenants, conditions and other provisions contained in the Lease.

3. Assignee hereby assumes the Lease and Assignor's obligations thereunder to the extent accruing or arising from and after the date hereof.

4. Each of Assignor and Assignee agrees to execute, acknowledge (where appropriate) and deliver such other or further instruments of transfer or assignment as the other party may reasonably require to confirm the foregoing assignment and assumption, or as may be otherwise reasonably requested by Assignee or Assignor to carry out the intent and purposes hereof.

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5. All state, county and municipal transfer taxes that may be applicable with respect to consideration paid for the assignment of lessor's interest in the Lease have been paid and the applicable transfer tax stamps have been attached to that certain Special Warranty Deed by Assignor, as grantor, to Assignee, as grantee, being recorded contemporaneously herewith.

6. This Assignment and Assumption of Lease may be executed in any number of counterparts, which together shall constitute one single agreement of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

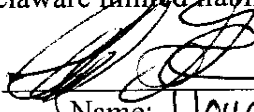
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Bill of Sale (Intangibles) and Assignment and Assumption of Lease to be executed as of the day and year first above written.

ASSIGNOR:


BLDG DEANS SUPERIOR LLC,
A Delaware limited liability company

By: 
Name: Lloyd Goldman
Title: President

ONE SUPERIOR LLC,
A Delaware limited liability company

By: 
Name: Lloyd Goldman
Title: President

BLDG III SUPERIOR LLC,
A Delaware limited liability company

By: 
Name: Lloyd Goldman
Title: President

ASSIGNEE:

ONE SUPERIOR PLACE FEE LLC,
A Delaware limited liability company

By: _____
Name:
Title:

[Superior - Signature Page of Bill of Sale (Intangibles) and Assignment and Assumption of Lease]

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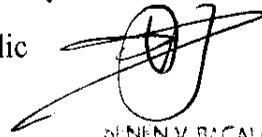
ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lloyd Goldman, President of BLDG DEANS SUPERIOR LLC, a Delaware limited liability company, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of May, 2011.

Notary Public



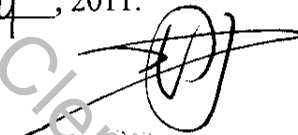
GENEN V. BACALAN
Notary Public, State of New York
No. 41-4920180
Qualified in Rockland County
Term Expires February 17, 2014

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lloyd Goldman, President of ONE SUPERIOR LLC, a Delaware limited liability company, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of May, 2011.

Notary Public



GENEN V. BACALAN
Notary Public, State of New York
No. 41-4920180
Qualified in Rockland County
Term Expires February 17, 2014

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lloyd Goldman, President of BLDG HH SUPERIOR LLC, a Delaware limited liability company, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of May, 2011.

Notary Public



GENEN V. BACALAN
Notary Public, State of New York
No. 41-4920180
Qualified in Rockland County
Term Expires February 17, 2014

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Bill of Sale (Intangibles) and Assignment and Assumption of Lease to be executed as of the day and year first above written.

ASSIGNOR:

BLDG DEANS SUPERIOR LLC,
A Delaware limited liability company

By: _____
Name:
Title:

ONE SUPERIOR LLC,
A Delaware limited liability company

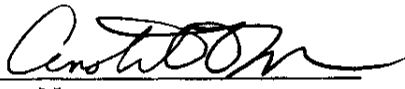
By: _____
Name:
Title:

BLDG HH SUPERIOR LLC,
A Delaware limited liability company

By: _____
Name:
Title:

ASSIGNEE:

ONE SUPERIOR PLACE FEE LLC,
A Delaware limited liability company

By: 
Name:
Title: **CONSTANTINO T. MILANO**
Executive Vice President

[Superior - Signature Page of Bill of Sale (Intangibles) and Assignment and Assumption of Lease]

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STATE OF New Jersey)
) SS:
COUNTY OF Hudson)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Constantine Milovic Executive of ONE SUPERIOR PLACE FEE LLC, a Delaware limited liability company, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of MAY, 2011.

Notary Public

Mary E. Fause

MARY E. FAUSE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 24, 2015

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

Situated in the City of Chicago, County of Cook, State of Illinois, and is described as follows:

Lots 1, 2, 3 and 4 in Ernest Hess' Subdivision as per plat of said subdivision recorded as Document No. 376729 and

Lots 8 to 15, both inclusive, in the subdivision of plat of Block 32 and all of Block 49 in Wolcott's Subdivision as per plat recorded as Document No. 52658 and

Lots 1, 2, 3 and 4 (except the North 5.0 feet of the West 76.00 feet thereof) and Lots 5 and 6 (except the West 76.00 feet of Lots 5 and 6) and Lot 7, all in the subdivision of part of Block 32 as per plat recorded as Document No. 26207, also

All of the public alleys, vacated by Ordinance recorded January 12, 1976 as Document No. 23351728, all in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: One West Superior Street Chicago, Illinois 60610

Permanent Real Estate Index Nos.:

17-09-213-025-0000 Vol. 500

17-09-213-026-0000 Vol. 500

17-09-213-027-0000 Vol. 500

17-09-213-028-0000 Vol. 500

17-09-213-029-0000 Vol. 500

17-09-213-030-0000 Vol. 500

17-09-213-031-0000 Vol. 500

17-09-213-032-0000 Vol. 500

17-09-213-033-0000 Vol. 500

17-09-213-034-0000 Vol. 500

17-09-213-035-0000 Vol. 500

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EXHIBIT B

Lease

Ground Lease dated August 9, 2007, between Smith Property Holdings Superior Place L.L.C., a Delaware limited liability company, as lessor, and One Superior Place Owner L.L.C., a Delaware limited liability company, as lessee, as evidenced by a Memorandum of Lease recorded August 21, 2007 as Document No. 0723303044 in the Cook County Recorder of Deeds (the "Recorder's Office").

As affected by that certain Assignment and Assumption of such lease from Smith Property Holdings Superior Place, L.L.C. to Tishman Speyer Archstone-Smith One Superior Place, L.L.C., a Delaware limited liability company, as to landlord's interest, recorded October 15, 2007 as Document No. 0728834110 in the Recorder's Office.

As further affected by that certain Assignment and Assumption of Superior Ground Lease, as to landlord's interest, from Tishman Speyer Archstone-Smith One Superior Place, L.L.C. to BLDG Deans Superior LLC, a Delaware limited liability company, as to a 25% interest as a tenant in common, One Superior LLC, a Delaware limited liability company, as to a 40% interest as a tenant in common, and BLDG HH Superior LLC, a Delaware limited liability company, as to a 35% interest as a tenant in common, by that certain Assignment and Assumption of Superior Ground Lease recorded July 24, 2008 as Document No. 0320618069 in the Recorder's Office.

The lessee's interest under the Ground Lease has been assigned by One Superior Owner LLC, a Delaware limited liability company, to One Superior Place Leasehold LLC, a Delaware limited liability company, pursuant to that certain Special Warranty Deed and Assignment and Assumption of Ground Lease dated of even date herewith, recorded on MAY 16, 2011 as Document No. _____ in the Recorder's Office.

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