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Prepared by and after
Recording return to:

Diamond & Kaplan, P.A.
302 Datura Street, Suite 300
West Palm Beach, Florida 33401
Attn: Laura D. Maxwell, Esq.



Doc# 2001345119 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/13/2020 01:36 PM PG: 1 OF 5

Assignment of Agreement (Chase Outparcel)

THIS ASSIGNMENT OF AGREEMENT (this "**Assignment**") is made and entered into as of this 7th day of January, 2020 (the "**Effective Date**"), by **SVAP III HILLSIDE TOWN CENTER TRS, LLC**, a Delaware limited liability company ("**Assignor**"), and **HILLSIDE REAL ESTATE LLC**, a New Jersey limited liability company ("**Assignee**").

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the conveyance by Assignor to Assignee of all that real property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Chase Outparcel**"), and the mutual covenants herein contained, the receipt and sufficiency of the foregoing consideration being hereby acknowledged by the parties hereto, Assignor hereby transfers, grants, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and to that certain reciprocal easement agreement affecting the use and operation of the Property, which agreement is described on Exhibit B attached hereto and made a part hereof (collectively, the "**REA Agreement**").

1. Assignee hereby covenants and agrees that, on and after the Effective Date, Assignee will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the REA Agreement which arise on and after the Effective Date and are to be observed, performed and fulfilled by Assignor on and after the Effective Date, in the same manner and to the same extent as if Assignee were originally named therein.

2. This Assignment shall inure to the benefit of, and be binding upon, the legal representatives, successors, and assigns of the parties hereto. This Assignment shall be governed by, and construed under, the laws of the State of where the Property is located.

3. The parties hereto agree that this Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute a fully-executed and binding original instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal the day and year first above written.

ASSIGNOR:

Signed, sealed and delivered
in the presence of:

SVAP III HILLSIDE TOWN CENTER TRS, LLC,
a Delaware limited liability company

Jana Maxwell
Unofficial Witness

By: Sterling Value Add Investments TRS III, LLC,
a Delaware limited liability company,
its sole Member

By: SVAP III GP, LLC,
a Delaware limited liability company,
its Manager



By: Dale J Belock
Name: Dale J Belock
Title: Chief Financial Officer

STATE OF FLORIDA)

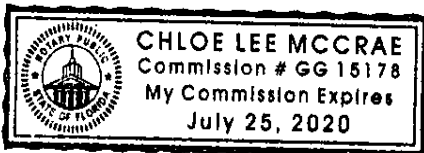
) SS:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of January, 2020, by Dale J. Belock, as chief financial officer of SVAP III GP, LLC, a Delaware limited liability company, the Manager of Sterling Value Add Investments TRS III, LLC, a Delaware limited liability company, the sole Member of SVAP III HILLSIDE TOWN CENTER TRS, LLC, a Delaware limited liability company, who personally appeared by means of physical presence or audio-video communication technology and is personally known to me or has produced a _____ as identification, and took an oath.

Chloe L. McCrae

Print or Stamp Name: Chloe L. McCrae
Notary Public, State of Florida
Commission No.: 06015178
My Commission Expires: 7/25/2020




(Assignor Signature Page to Hillside REA Assignment)

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ASSIGNEE:

Signed, sealed and delivered
in the presence of:

HILLSIDE REAL ESTATE LLC,
a New Jersey limited liability company




Unofficial Witness

By: 
Name: _____
Title: _____

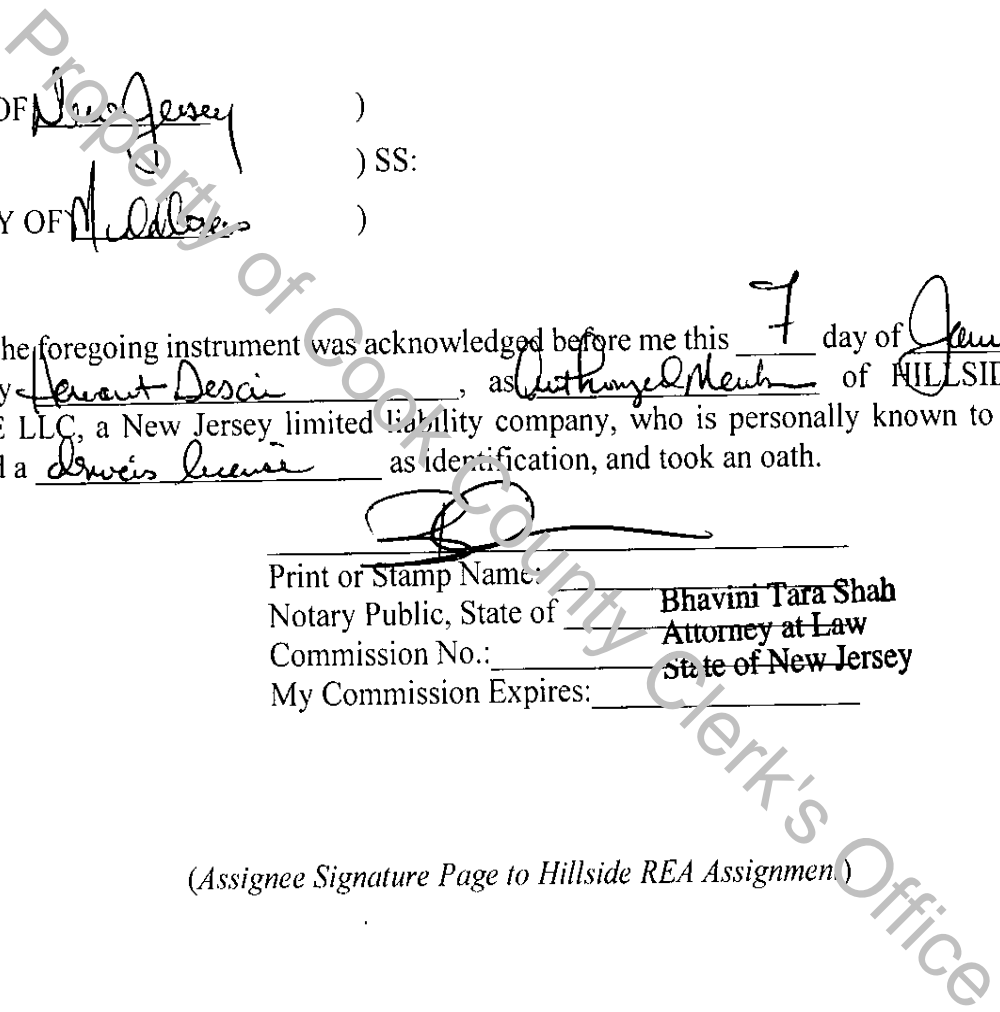
STATE OF New Jersey)
) SS:
COUNTY OF Middlesex)

The foregoing instrument was acknowledged before me this 7 day of January,
2020, by Savant Desai, as Authorized Member of HILLSIDE REAL
ESTATE LLC, a New Jersey limited liability company, who is personally known to me or has
produced a driver's license as identification, and took an oath.



Print or Stamp Name: _____
Notary Public, State of Bhavini Tara Shah
Attorney at Law
Commission No.: _____
My Commission Expires: _____
State of New Jersey

(Assignee Signature Page to Hillside REA Assignment)



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EXHIBIT A

CHASE OUTPARCEL

LOT 9 IN METRO COMMONS RESUBDIVISION, BEING A RESUBDIVISION OF ALL OF LOTS 8 AND 10 AND PART OF LOT 9 IN METRO COMMONS, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 40 North Mannheim Road, Hillside, Illinois 60162

PIN: 15-17-405-006-0000

Property of Cook County Clerk's Office

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EXHIBIT B

REA AGREEMENT

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN THE OPERATION AND EASEMENT AGREEMENT BETWEEN TARGET CORPORATION AND HARRIS N.A., AS TRUSTEE U/T/A DATED DECEMBER 1, 2001 AND KNOWN AS TRUST NUMBER HTB-1026 FOR HILLSIDE TOWN CENTER RECORDED JANUARY 2, 2008 AS DOCUMENT 0800213028, AS ASSIGNED BY THAT ASSIGNMENT OF AGREEMENT DATED SEPTEMBER 21, 2018 AND RECORDED SEPTEMBER 24, 2018 AS DOCUMENT NUMBER 1826734096, MADE BY BRE DDR BR HILLSIDE IL, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO SVAP III HILLSIDE TOWN CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS PARTIALLY ASSIGNED BY THAT ASSIGNMENT OF AGREEMENT DATED SEPTEMBER 27, 2018 AND RECORDED SEPTEMBER 28, 2018 AS DOCUMENT NUMBER 1827134055, MADE BY SVAP III HILLSIDE TOWN CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO SVAP III HILLSIDE TOWN CENTER TRS, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

COOK COUNTY CLERK'S OFFICE