

9837557

WHEN RECORDED, RETURN TO:
Morgan, Lewis & Bockius LLP
5 Park Plaza, Suite 1750
Irvine, CA 92614

Attention: L. Bruce Fischer, Esq.

RECORDED

SEP 05 2006

CITY RECORDER

CONSENT TO ASSIGNMENT AND RELEASE

9837557

09/07/2006 10:04 AM \$25.00

Book - 9347 Pg - 6539-6546.

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

LANDMARK TITLE

BY: ZJM, DEPUTY - WI 8 P.

CONSENT AND ASSIGNMENT, made and entered into this ^{6th} day of ~~SEPTEMBER~~, 2006, by and between SALT LAKE CITY CORPORATION, a Utah municipal (hereinafter "City"), Parkside Salt Lake Corporation, a Delaware corporation (hereinafter "Assignor"), and EOS Acquisition I, LLC, a Delaware limited liability company (hereinafter "Assignee").

WITNESSETH:

1. The City is the lessor and Assignor is the current lessee under that certain Lease Agreement to Occupy Public Property and Notice of Inchoate Lien dated August 12, 1985 (hereinafter "Lease Agreement"), made and entered into by and between City and 215 South State Street Associates ("Lessee") and recorded as Instrument No. 4125140 in Book 5682 at Page 831, which Lease Agreement covers the property described in Exhibit "A" attached hereto.

2. The Lease Agreement was assigned by Lessee to State of California Public Employees Retirement System ("CALPERS") pursuant to that certain Assignment of Lease dated August 7, 1985 and recorded as Instrument No. 4125143 in Book 5682 at Page 857; and the City consented to the same as set forth in that certain Consent to Assignment and Release dated August 12, 1985 and set forth as a part of Instrument No. 4125140 commencing in Book 5682 at Page 845.

3. Additionally, the Lease Agreement was further assigned (and such assignment was consented to) as set forth in that certain Assignment, Attornment, Consent and Release dated as of February 7, 1996, by and among City, CALPERS, and Assignor; said Assignment, Attornment, Consent and Release is referenced in that certain Leasehold Mortgage Consent, Agreement and Estoppel made and entered by and between City and The Prudential Insurance Company of America, recorded October 1, 1996 as Instrument No. 6474159 commencing in Book 7506 at Page 0784.

4. Pursuant to said Lease Agreement, the Lessee's rights and obligations may be transferred and assigned only with the City's prior written consent.

5. Assignor now desires to assign its rights and obligations under the Lease Agreement to Assignee.

6. Assignee hereby advises City as follows: Assignee's Federal Tax I.D. No is 20-5264992.

Consent to Assignment Parkside Tower

LTC 40629

BK 9347 PG 6539

7. Assignee hereby agrees to be fully bound by and to faithfully perform all the terms and conditions of the Lease Agreement that are required to be paid or performed by lessee from and after the date of this Agreement.

8. Assignor and Assignee have provided the City all information required by the City pursuant to the Lease Agreement.

9. City has determined that the information provided by Assignor and Assignee is sufficient and that there is no present default under the Lease Agreement.

10. City approves Assignee under the Lease Agreement and releases Assignor from liability under the Lease Agreement.

11. Any notice(s) to Lessee pursuant to Section 16 of the Lease Agreement should be given to the following address:

EOS Acquisition I, LLC
c/o KBS Realty Advisors, LLC
201 California Street, Suite 470
San Francisco, CA 94111
Attn: Mr. Peter Mette

Courtesy Copy to:
KBS Realty Advisors, LLC
620 Newport Center Drive, Suite 1300
Newport Beach, CA 92660
Attn: James Chiboucas, Esq.

Courtesy Copy to:
Morgan Lewis & Bockius LLP
5 Park Plaza, Suite 1750
Irvine, CA 92614
Attn: L. Bruce Fischer, Esq.

12. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: Assignor and Assignee each represent that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee, to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

DATED September 6, 2006

RECORDED

SEP 05 2006

ATTEST:

Beverly Jones
CHIEF DEPUTY CITY RECORDER

"CITY"

CITY RECORDER

SALT LAKE CITY CORPORATION,
a Utah municipal corporation

By: Steve L. Fawcett
Deputy Director, DMS



APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date 9-5-06

By Scott Ferguson

STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)

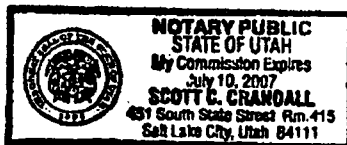
The foregoing Consent to Assignment and Release was acknowledged before me this day of Sept 6, 2006, by Steve Fawcett, in his capacity as Deputy Director of Management Services of SALT LAKE CITY CORPORATION, a Utah municipal corporation.



Cynthia L. Hooker
NOTARY PUBLIC, residing in
Salt Lake County, Utah

STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)

The foregoing Consent to Assignment and Release was acknowledged before me this day of September 6, 2006, by Beverly Jones, in her or his capacity as Deputy City Recorder of SALT LAKE CITY CORPORATION, a Utah municipal corporation.

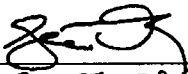


Scott C. Crandall
NOTARY PUBLIC, residing in
Salt Lake County, Utah

DATED September 6, 2006

"ASSIGNOR"

PARKSIDE SALT LAKE CORPORATION,
a Delaware corporation

By: 
Name: SCOTT DARLING
Title: VICE PRESIDENT

DATED SEPTEMBER 6, 2006

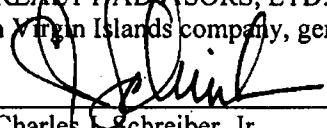
"ASSIGNEE"

EOS ACQUISITION I, LLC,
a Delaware limited liability company

By: EOS PROPERTIES, LLC,
a Delaware limited liability company,
its sole member

By: EOS INVESTMENT FUND, L.P.,
a Bermuda limited partnership,
its sole member

By: POLIS REALTY ADVISORS, LTD.,
a British Virgin Islands company, general partner

By: 

Charles J. Schreiber, Jr.
Chief Executive Officer

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On SEPTEMBER 5, 2006, before me, LISA LEE,
a notary public in and for said state, personally appeared Scott Darling personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same
in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

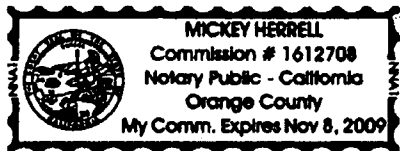
WITNESS my hand and official seal.

Signature Lisa Lee



STATE OF CALIFORNIA
COUNTY OF ORANGE)SS

On September 5, 2006 before me, Mickey Herrell, a Notary Public
personally appeared Charles J. Schreiber, Jr.
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.



WITNESS my hand and seal.

Mickey Herrell
Signature

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A: BEGINNING at a point 60.33 feet North of the Southwest corner of Lot 5, Block 56, Plat "A", Salt Lake City Survey, and running thence West 13 feet; thence North 12 feet; thence East 13 feet; thence South 12 feet to the point of BEGINNING.

PARCEL B: BEGINNING at a point 186.50 feet North $0^{\circ}02'30''$ East of the Southwest corner of Lot 5, Block 56, Plat "A", Salt Lake City Survey, and running thence West 2.08 feet; thence North $0^{\circ}02'30''$ East 139.125 feet; thence West .875 feet; thence North $0^{\circ}02'30''$ East 5.813 feet; thence running North $89^{\circ}58'19''$ East 39.583 feet along the south side of 200 South Street; thence North 2.125 feet; thence North $89^{\circ}58'19''$ East 29.5 feet; thence South .708 feet; thence North $89^{\circ}58'19''$ East 165.42 feet to the west side of Floral Street; thence South 2.875 feet; thence South $89^{\circ}58'19''$ West 231.00 feet; thence South $0^{\circ}02'30''$ West 143.875 feet to the point of BEGINNING.

(NO TAX PARCEL NUMBER ASSIGNED)