

11765318
11/25/2013 9:40:00 AM \$23.00
Book - 10194 Pg - 7985-7991
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 7 P.

AFTER RECORDING MAIL TO:
Greenberg Traurig, LLP
3161 Michelson Drive, Suite 1000
Irvine, CA 92612
Attention: L. Bruce Fischer, Esq.

F-85318F

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE is made and entered into this 5th day of November, 2013, by and between EOS Acquisition I, LLC, a Delaware limited liability company, (hereinafter "Assignor"), and EOS At Parkside, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

1. SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (hereinafter "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.

2. The Lease Agreement was previously 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 on August 16, 1985, 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 the City, CALPERS, and Parkside Salt Lake Corporation ("Parkside"); 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. The Lease Agreement was further assigned (and such assignment was consented to) as set forth in (i) that certain Assignment and Assumption of Lease, dated as of September 6, 2006, by and between Parkside, as assignor, and Assignor, as assignee, recorded September 7, 2006, as Instrument 9837557 commencing in Book 9347 at Page 6532 and (ii) that certain Consent to Assignment and Release, dated as of September 6, 2006, by and between the City, Parkside, and Assignor, recorded September 7, 2006, as Instrument 9837557 commencing in Book 9347 at Page 6539.

5. Pursuant to Section 14 of the Lease Agreement, the Assignor's rights and obligations may be transferred and assigned only with the City's prior written consent; and the City has granted such consent.

6. Assignor now desires to assign its rights and obligations under the Lease Agreement to Assignee; and Assignee desires to accept such assignment and assume such rights and obligations as provided below. Therefore, the parties agree to the terms and provisions set forth in the paragraphs below.

7. Assignor assigns, transfers, sets over and conveys to Assignee all of Assignor's right, title and interest in and to the Lease, as amended.

8. Assignee accepts such assignment and assumes all of Assignor's obligations, liabilities and duties under the Lease, as amended, arising and first accruing from and after the date of (his instrument.

9. This instrument may be executed in any number of counter-parts, each of which shall be deemed an original and all of such counter-parts shall constitute one (I) and the same agreement. To facilitate execution and delivery of this instrument, the parties may execute and exchange counter-parts of the signature page(s).

10. The real property that is the subject of the Lease Agreement is the real property described in Exhibit A attached hereto.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

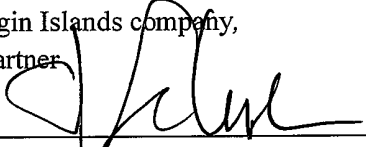
"ASSIGNOR"

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 Delaware limited partnership,
its sole member

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

By: 

Charles J. Schreiber, Jr.,
Chief Executive Officer

ACKNOWLEDGMENT

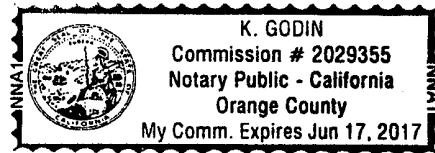
State of California
County of Orange


On September 26, 2013 before me, K. Godin, Notary Public
(insert name and title of the officer)

personally appeared Charles J. Schreiber, Jr.,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

"ASSIGNEE"

EOS AT PARKSIDE, LLC,
a Delaware limited liability company

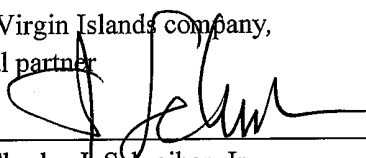
By: EOS ACQUISITION I, LLC,
a Delaware limited liability company,
its sole member and manager

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

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

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

By:



Charles J. Schreiber, Jr.,
Chief Executive Officer

ACKNOWLEDGMENT

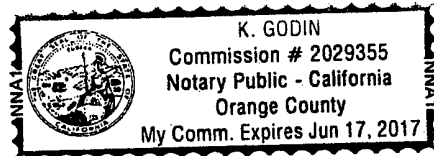
State of California
County of Orange

On September 26, 2013 before me, K. Godin, Notary Public
(insert name and title of the officer)

personally appeared Charles J. Schreiber, Jr.,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



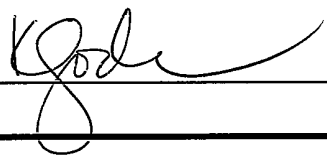
Signature  (Seal)

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; 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.