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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: ZJM, DEPUTY - MI 7 P.

AFTER RECORDING MAIL TO:
Morgan, Lewis & Bockius LLP
5 Park Plaza, Suite 1750
Irvine, CA 92614
Attention: L. Bruce Fischer, Esq.

ASSIGNMENT AND ASSUMPTION OF LEASE

13th This ASSIGNMENT AND ASSUMPTION OF LEASE is made and entered into this day of September, 2006, by and between Parkside Salt Lake Corporation, a Delaware corporation (hereinafter "Assignor"), and EOS Acquisition I, 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 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 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.

5. 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:

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

7. 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 this instrument.

8. 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 (1) 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).


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

[signature page(s) follow(s)]

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

“ASSIGNOR”

PARKSIDE SALT LAKE CORPORATION,
a Delaware corporation

By: 

Scott Darling,
Vice President

"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 August 30, 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 _____)

On _____, before me, _____,
a notary public in and for said state, personally appeared _____ 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 _____

State of California)
)
County of Los Angeles)

On _____, before me, _____,
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 _____

State of California)
)
County of Orange)

On August 31, 2006, before me, Mickey Herrell,
a notary public in and for said state, 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 official seal:
Signature Mickey Herrell



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.

Tax PARCEL #'s

16.06.154.051

16.06.154.031

16.06.154.052