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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/24/2008 04:10 PM Pg: 1 of 9

This document was prepared by:
Meredith Katz, Esq.
DLA Piper US LLP
203 North LaSalle Street
Chicago, Illinois 60601

After recording mail to:
Akin Gump Strauss Hauer & Feld LLP
590 Madison Avenue
New York, New York 10022
Attn: Joseph Ginsberg

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ASSIGNMENT AND ASSUMPTION OF SUPERIOR GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made and entered into to be effective as of July 24, 2008, by and between **TISHMAN SPEYER ARCHSTONE-SMITH ONE SUPERIOR PLACE L.L.C.**, a Delaware limited liability company ("Assignor") and **BLDG DEANS SUPERIOR LLC**, a Delaware limited liability company ("BLDG"), as to a 4.43% interest as a tenant in common, **ONE SUPERIOR LLC**, a Delaware limited liability company ("Superior"), as to a 71.65% interest as a tenant in common, and **BLDG HH SUPERIOR LLC**, a Delaware limited liability company ("BLDG HH"), as to a 23.92% interest as a tenant in common (collectively, "Assignees" and each, "Assignee") as tenants in common.

WHEREAS, Assignor desires to assign to Assignees and Assignees desire to assume all of Assignor's right, title and interest as ground lessor in, to and under the that certain lease described on **Exhibit B**, attached hereto and made a part hereof (the "Ground Lease")

NOW THEREFORE, for good and valuable consideration paid by Assignees to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto agree as follows:

1. **Assignment of Ground Lease.** Assignor hereby assigns, transfers, sets over and conveys to Assignees, and their respective successors and assigns, as tenants in common a 4.43% interest to BLDG, a 71.65% interest to Superior, and a 23.92% interest to BLDG HH, all of Assignor's right, title and interest in and to the Ground Lease, to have and to hold the same unto Assignees and their respective 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 matters listed on Schedule 1 attached hereto.

2. **Assumption of Ground Lease.** Assignees hereby assume the obligations of Assignor under the Ground Lease arising from and after the date hereof, except for the obligations of Assignor under Section 25 of the Ground Lease. Assignees shall defend, indemnify and hold harmless Assignor from and against any liability, damages, causes of action, expenses, and reasonable attorneys' fees incurred by Assignor by reason of the failure of Assignees to fulfill, perform, discharge, and observe its obligations with respect to the Ground Lease arising on and after the date hereof.

July 24 2008
This is to certify that this is a true and correct copy of the original recorded document.

CHICAGO TITLE & TRUST COMPANY

By: Janet A. Ryan

8441115 JFagan 0-1

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3. **Indemnity of Assignees.** Assignor shall defend, indemnify and hold harmless Assignees from and against any liability, damages, causes of action, expenses, and reasonable attorneys' fees incurred by Assignee by reason of the failure of Assignor to fulfill, perform, discharge, and observe its obligations with respect to the Ground Lease arising before the date hereof.

4. **Rights and Obligations under Section 25 of the Ground Lease.** Notwithstanding anything to the contrary contained herein, until the recordation of the Release (as defined in Section 25.1.6 of the Ground Lease), Assignor hereby (a) agrees to perform the obligations of the landlord under Section 25 of the Ground Lease; (b) retains the right to exercise rights of the landlord under Section 25 of the Ground Lease (provided that Assignor shall not be entitled to terminate the Ground Lease without Assignees' consent and in Assignees' sole discretion) and (c) agrees to defend, indemnify and hold Assignees harmless from and against any liability, damages, causes of action, expenses and reasonable attorneys' fees incurred by Assignees, or any of them, as a result of the failure of Assignor to perform obligations of landlord under Section 25 of the Ground Lease or the exercise by Assignor of the rights of the landlord under Section 25 of the Ground Lease. Assignees agree to cooperate with Assignor and to take such actions as Assignor may reasonably require to permit Assignor to exercise the rights and remedies under Section 25 of the Ground Lease. It is further agreed that Assignor retains all rights under the Holdback Agreement (as defined in the Ground Lease).

5. **Further Assurances.** Assignor and each 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 any Assignee or Assignor to carry out the intent and purposes hereof.

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

7. **Limitation of Liability.** Except with respect to Archstone's liability under Section 4(c) of this Assignment, each Assignee agrees that it will not have any claims or causes of action against the disclosed and undisclosed officers, directors, employees, trustees, shareholders, members, partners, principals, parents, subsidiaries and other affiliates of Assignor, including, without limitation, Tishman Speyer Real Estate Venture VII, L.P., Tishman Speyer U.S. Value-Added Associates VII, L.L.C., Tishman Speyer Properties, L.P., Archstone, Lehman Brothers Holdings Inc., and any officers, directors, employees, trustees, shareholders, members, partners and principals of any such parent, subsidiaries and other affiliates, arising out of or in connection with this Assignment and the transactions contemplated hereby. Each Assignee agrees that any debts or other obligations of Assignor shall be satisfied solely out of Assignor's interest in the land devised by the Ground Lease and the proceeds thereof. Each Assignee agrees not to sue or otherwise seek to enforce any personal obligation against any such person or party with respect to any matters arising out of or in connection with this Assignment or the transaction contemplated hereby.

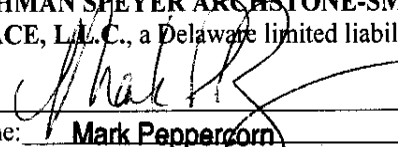
[signature page follows next]

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IN WITNESS WHEREOF, Assignor and Assignees have caused this Assignment of Ground Lease to be executed as of the day and year first above written.

ASSIGNOR:

TISHMAN SPEYER ARCHSTONE-SMITH ONE SUPERIOR PLACE, L.L.C., a Delaware limited liability company


By: 
Name: Mark Peppercorn
Title: Senior Vice-President

STATE OF Colorado
CITY/COUNTY OF Arapahoe, to-wit:

I, the undersigned, Notary Public in and for the Commonwealth/State and City/County aforesaid, whose commission as such expires on the 31 day of December, 2008, do hereby certify that Mark Peppercorn as the Authorized Signatory of Tishman Speyer Archstone-Smith One Superior Place, L.L.C., a Delaware limited liability company, whose name is signed to the foregoing document bearing date on the ___ day of _____, 2008, has signed and acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand and seal this 22 day of July, 2008.

**SARAH WICKAM
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 12/31/2011**


Notary Public

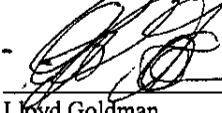
[signature page for Assignee follows]

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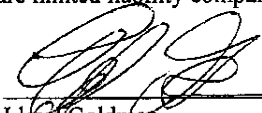
[signature page for Assignees – Assignment and Assumption of Ground Lease]

ASSIGNEES:

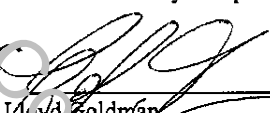
BLDG DEANS SUPERIOR LLC,
a Delaware limited liability company

By: 
Lloyd Goldman
President

ONE SUPERIOR LLC,
a Delaware limited liability company

By: 
Lloyd Goldman
President

BLDG HH SUPERIOR LLC,
a Delaware limited liability company

By: 
Lloyd Goldman
President

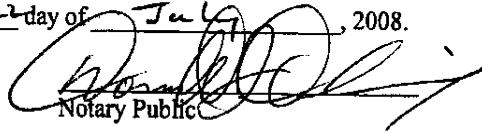
Property of Cook County Clerk's Office

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STATE OF New York
CITY/COUNTY OF New York, to-wit:

I, the undersigned, Notary Public in and for the Commonwealth/State and City/County aforesaid, whose commission as such expires on the 10 day of July 2010, 2008, do hereby certify that Lloyd Goldman was the Authorized Signatory of BDO DEANS Superior whose name is signed to the foregoing document bearing date on the 24 day of July, 2008, has signed and acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand and seal this 22 day of July, 2008.


Notary Public

DONALD J. OLENICK
Notary Public, State of New York
No. 020L4989218
Qualified in Kings County
Commission Expires July 10, 2010

STATE OF New York
CITY/COUNTY OF New York, to-wit:

I, the undersigned, Notary Public in and for the Commonwealth/State and City/County aforesaid, whose commission as such expires on the 10 day of July 2010, 2008, do hereby certify that Lloyd Goldman as the Authorized Signatory of ONE Superior LLC, whose name is signed to the foregoing document bearing date on the 24 day of July, 2008, has signed and acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand and seal this 22 day of July, 2008.

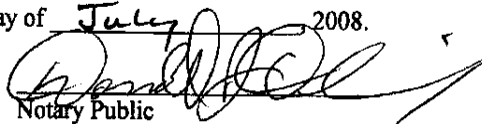

Notary Public

DONALD J. OLENICK
Notary Public, State of New York
No. 020L4989218
Qualified in Kings County
Commission Expires July 10, 2010

STATE OF New York
CITY/COUNTY OF New York, to-wit:

I, the undersigned, Notary Public in and for the Commonwealth/State and City/County aforesaid, whose commission as such expires on the 10 day of July 2010, 2008, do hereby certify that Lloyd Goldman as the Authorized Signatory of BDO DEANS Superior LLC, whose name is signed to the foregoing document bearing date on the 24 day of July, 2008, has signed and acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand and seal this 22 day of July, 2008.


Notary Public

DONALD J. OLENICK
Notary Public, State of New York
No. 020L4989218
Qualified in Kings County
Commission Expires July 10, 2010

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EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3 and 4 in Ernest Hess' Subdivision as per plat of said subdivision recorded as Document 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 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 26207, also

All of the public alleys, vacated by Ordinance recorded January 12, 1976 as Document 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

DESCRIPTION OF GROUND LEASE

Ground Lease dated as of August 9, 2007 by and between Smith Property Holdings Superior Place, L.L.C., a Delaware limited liability company, as Landlord, and One Superior Owner LLC, a Delaware limited liability company, as Tenant, as assigned by Smith Property Holdings Superior Place, L.L.C., a Delaware limited liability company, to Tishman Speyer Archstone-Smith One Superior Place, L.L.C., a Delaware limited liability company

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SCHEDULE 1

PERMITTED EXCEPTIONS

ONE WEST SUPERIOR PLACE

1. REAL ESTATE TAXES AND ASSESSMENTS.
2. MATTERS DISCLOSED BY THAT CERTAIN SURVEY MADE BY CHRISTIAN-ROGE & ASSOC., INC., DATED MAY 21, 2007 AND LAST REVISED AUGUST 3, 2007, AND THOSE MATTERS THAT WOULD BE DISCLOSED BY A CURRENT SURVEY.
3. TERMS AND CONDITIONS OF THAT CERTAIN LEASE MADE BY SMITH PROPERTY HOLDINGS SUPERIOR PLACE, L.L.C. TO ONE SUPERIOR OWNER LLC, AS EVIDENCED BY MEMORANDUM OF GROUND LEASE DATED AUGUST 9, 2007, RECORDED AUGUST 21, 2007 AS DOCUMENT NO. 0723303044 AS AFFECTED BY THE 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. RECORDED OCTOBER 15, 2007 AS DOCUMENT NO. 0728834110 (THE "GROUND LEASE").
4. MATTERS ARISING OUT OF THE ACTS OR OMISSIONS OF THE TENANT UNDER THE GROUND LEASE AND PARTIES CLAIMING BY, THROUGH OR UNDER SUCH TENANT.
5. PROPERTY ALTERATION AGREEMENT DATED AS OF AUGUST 8, 2006 BY AND AMONG ARCHSTONE-SMITH TRUST, A MARYLAND REAL ESTATE INVESTMENT TRUST, ARCHSTONE-SMITH OPERATING TRUST, A MARYLAND REAL ESTATE INVESTMENT TRUST, EQUAL RIGHTS CENTER, A NOT-FOR-PROFIT CORPORATION, AMERICAN ASSOCIATION OF PEOPLE WITH DISABILITIES, A NOT-FOR-PROFIT CORPORATION, AND UNITED SPINAL ASSOCIATION, AND ACKNOWLEDGED BY GRANTOR AND RECORDED AUGUST 21, 2007 AS DOCUMENT NO. 072330342.
6. TERMS AND CONDITIONS AS CONTAINED IN GRANT OF EASEMENT BY AND BETWEEN SMITH PROPERTY HOLDINGS SUPERIOR LLC AND COMCAST OF CHICAGO, INC. RECORDED JULY 25, 2005 AS DOCUMENT NO. 0520603121.
7. COVENANTS AND RESTRICTIONS CONTAINED IN RESTRICTIVE COVENANT BY AND BETWEEN CATHEDRAL PLACE LLC AND COSMOPOLITAN BANK AND TRUST, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED SEPTEMBER 3, 1974 AND KNOWN AS TRUST NO. 21292 RECORDED SEPTEMBER 26, 1997 AS DOCUMENT NO. 97717657.
8. A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCE RECORDED AS DOCUMENT 91075841.
9. THREE-FOOT PASSAGE CREATED BY PLAT OF SUBDIVISION RECORDED AS 376729 AND LOCATED ALONG THE WESTERN PORTION OF THE LAND.
10. ACTS OF PURCHASER AND PARTIES BY, THROUGH AND UNDER PURCHASER.
11. LEASE MADE BY CATHEDRAL PLACE, L.L.C. TO WHOLE FOODS MARKET GROUP, INC. DATED MAY 9, 1997, A MEMORANDUM OF WHICH WAS RECORDED MARCH 31, 1998 AS DOCUMENT NO. 98251444, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING MAY 9, 1997 AND ENDING 25 YEARS FROM THE COMMENCEMENT DATE, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE. TOGETHER WITH THE TERMS AND PROVISIONS CONTAINED THEREIN.

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12. PARKING LOT LEASE WITH ALLRIGHT PARKING AS DISCLOSED BY INFORMATION CONTAINED IN THE TITLE COMPANY'S RECORDS AND ALL PARTIES CLAIMING THEREBY AND/OR THEREUNDER.
13. ENCROACHMENT OF THE: PLANTERS ONTO THE PUBLIC LAND NORTH, SOUTH, EAST AND WEST AND ADJOINING,

AND POSSIBLE ENCROACHMENT OF THE BUILDING ONTO THE LAND NORTH AND ADJOINING BY AN UNDISCLOSED AMOUNT,

AS DISCLOSED BY SURVEY MADE BY CHRISTIAN ROGE & RIBANDO DATED JUNE 1, 1998 AND LAST UPDATED AUGUST 31, 2000 AS ORDER NUMBER 98 056.
14. RIGHTS OF THE PUBLIC OR QUASI PUBLIC UTILITIES AS DISCLOSED BY SURVEY MADE BY CHRISTIAN ROGE & RIBANDO DATED DECEMBER 4, 2000 AS ORDER NUMBER 00 092 DEPICTING THE FOLLOWING: MANHOLE.
15. ENCROACHMENT OF THE CONCRETE WALL ONTO THE LAND SOUTH AND ADJOINING BY VARYING DEGREES WITH A RANGE OF .03 FEET TO .11 FEET AS DISCLOSED BY SURVEY MADE BY CHRISTIAN ROGE & RIBANDO DATED DECEMBER 4, 2000 AS ORDER NUMBER 00 092.
16. ENCROACHMENT OF THE 3 STORY BUILDING ONTO THE 3 FOOT PASSAGE WAY CREATED BY PLAT OF SUBDIVISION RECORDED AS 3762729 AND NOTED HEREIN AT LETTER W.
17. THE RIGHTS OF PARTIES IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASES.
18. RIGHTS OF THE FOLLOWING TENANTS:
 - A. MOON KIM AND SANG H. OH DBA ORIENTAL CLEANERS UNDER AN UNRECORDED LEASE DATED SEPTEMBER 15, 1999.
19. .3 FOOT VIOLATION OF THE 17 FOOT BUILDING SET BACK LINE ALONG NORTH STATE STREET BY THE NORTHEAST CORNER OF THE CONCRETE WALL AS DISCLOSED BY SURVEY MADE BY CHRISTIAN ROGE & RIBANDO DATED DECEMBER 4, 2000 AS ORDER NUMBER 00 092.
20. EXISTING UNRECORDED LEASE IN FAVOR OF BLOCKBUSTER INC., A DELAWARE CORPORATION, AS DISCLOSED BY SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, RECORDED AUGUST 1, 2001 AS DOCUMENT 0019692468 AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.