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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



ASSIGNMENT OF LEASE

to be effective as of \_\_\_\_\_

This Agreement made and entered into this 12 day of June, 1996, by and between State of California Public Employees' Retirement System ("Assignor") and Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership ("Assignee").

WITNESSETH:

For and in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

1. The Assignor hereby assigns to Assignee the interest of Assignor in that certain Lease dated December 3, 1985 by and between Murdock Omaha Limited Partnership, a California limited partnership, and the City of Omaha, Nebraska, a municipal corporation (the "City"), and consented to by Central Park Plaza, Inc., a Nebraska corporation, and recorded in Book 759 at Page 550, office of the Register of Deeds of Douglas County, Nebraska (the "Lease"), as assigned to Assignor by that certain Assignment of Lease dated December 6, 1985 recorded in Book 759, Page 634 of said Register of Deeds covering the real property described in Exhibit A attached hereto and made a part hereof.
2. The Assignee hereby assumes and agrees to perform all obligations of the Assignor pursuant to the Lease from and after the date hereof.
3. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute one and the same instrument.
4. The Assignor hereby represents and warrants that it has obtained the consent of the City to this Assignment.

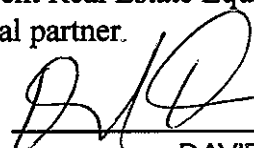
In witness whereof, the parties have executed this Assignment the date and year first above written.

STATE OF CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

By: \_\_\_\_\_ Assignor

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP

By: Crescent Real Estate Equities, Ltd.,  
general partner.

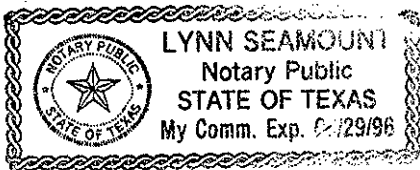
By:  Assignee  
Name: DAVID M. DEAN  
Title: Senior Vice President, Law

6613 03-80000  
 FEE 3324 R FB  
 DEL W C/O COMP RP  
 LEGAL PG SCAN MV

STATE OF Texas )  
 )ss:  
County of Tarrant )

On June 15<sup>th</sup>, 1996, before me, the undersigned, a Notary Public in and for said County and State personally appeared David M. Dean, known to me to be the ~~Senior Vice President~~ of CRESCENT REAL ESTATE EQUITIES, LTD., general partner of CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP, the partnership that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the partnership therein named, and acknowledged to me that such partnership executed the within instrument pursuant to its partnership agreement.

WITNESS my hand and official seal.



Lynn Seamount  
Notary Public in and for said  
County and State

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

ASSIGNMENT OF LEASE

This Agreement made and entered into this 2<sup>nd</sup> day of June, 1996/by and between State of California Public Employees' Retirement System ("Assignor") and Crescent Real Estate Equities Limited Partnership, a Delaware limited partnership ("Assignee").

to be effective as of June 12, 1996

WITNESSETH:

For and in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

1. The Assignor hereby assigns to Assignee the interest of Assignor in that certain Lease dated December 3, 1985 by and between Murdock Omaha Limited Partnership, a California limited partnership, and the City of Omaha, Nebraska, a municipal corporation (the "City"), and consented to by Central Park Plaza, Inc., a Nebraska corporation, and recorded in Book 759 at Page 550, office of the Register of Deeds of Douglas County, Nebraska (the "Lease"), as assigned to Assignor by that certain Assignment of Lease dated December 6, 1985 recorded in Book 759, Page 634 of said Register of Deeds covering the real property described in Exhibit A attached hereto and made a part hereof.
2. The Assignee hereby assumes and agrees to perform all obligations of the Assignor pursuant to the Lease from and after the date hereof.
3. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute one and the same instrument.
4. The Assignor hereby represents and warrants that it has obtained the consent of the City to this Assignment.

In witness whereof, the parties have executed this Assignment the date and year first above written.

STATE OF CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

By: Roger Frank Assignor  
MORTGAGE INVESTMENT OFFICER

CRESCENT REAL ESTATE EQUITIES LIMITED PARTNERSHIP

By: Crescent Real Estate Equities, Ltd.,  
general partner

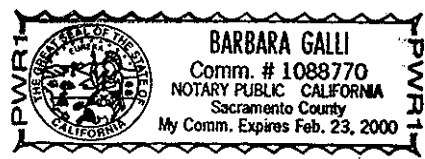
By: \_\_\_\_\_ Assignee  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF California )  
County of Sacramento ) ss:

On June 7, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger FRANZ personally known to me to be the Mortgage Investment Officer of State of California Public Employees' Retirement System, and acknowledged to me that such State of California Public Employees' Retirement System executed the same.

WITNESS my hand and official seal.

(Seal)



Barbara Galli  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

Exhibit A

That portion of the right-of-way for Douglas Street above Elevation 52.00 feet, City of Omaha datum, described as follows:

Beginning at a point on the north line of Block 118, Original City of Omaha, Douglas County, Nebraska, which is 29.25 feet west of the northeast corner of said Block 118;

thence west, along said north line, a distance of 59.25 feet;

thence north at right angles to said north line a distance of 14.85 feet to a point in the right-of-way for Douglas Street;

thence east, along a line parallel to and 14.85 feet north of the north line of said Block 118, a distance of 59.25 feet;

thence south at right angles a distance of 14.85 feet to the point of beginning;

EXCEPTING from the south 1.44 feet thereof the portion between Elevation 52.00 feet and Elevation 65.00 feet, City of Omaha datum; and

EXCEPTING therefrom all portions thereof above approximately Elevation 80.00 feet, City of Omaha datum, not required for access doors and ventilation grates serving said property and for necessary ingress and egress from electrical and mechanical equipment or fuel storage tanks within said property; but

RESERVING therefrom unto the City of Omaha, Nebraska a permanent easement to the extent required below said Elevation 80.00 feet for sidewalk purposes as such sidewalks now exist and for future sidewalks provided same do not in any manner block the above described access doors and ventilation grates-serving the said property; and

FURTHER RESERVING therefrom unto the City of Omaha, Nebraska, or to such public utility companies as it may designate, a permanent easement for installation, maintenance and operation of and ingress to and egress from any transformers or other equipment which serve improvements now or hereafter constructed on the east 154.45 feet of Block 118, Original City of Omaha, Douglas County, Nebraska, and the east 154.45 feet of the vacated alley in said Block 118.

# STATE OF NEBRASKA

DEPARTMENT OF ROADS  
Allan L. Abbott, Director-State Engineer  
1500 Nebraska Hwy 2  
PO Box 94759  
Lincoln NE 68509-4759  
Phone (402) 471-4567  
FAX (402) 479-4325

May 29, 1996



E. Benjamin Nelson  
Governor

Harry R. Owen, P.E.  
Engineering Services Manager  
City of Omaha, Public Works Dept  
Omaha/Douglas County Civic Center  
1819 Farnam Street  
OMAHA NE 68183

Re: Real Estate Lease - Douglas St. between 15th & 16th Sts.

Dear Mr. Owen:

This is to inform you that the State of Nebraska, Department of Roads has no objections to the assignment of the lease between the City of Omaha and Murdock Omaha Limited Partnership for that portion of Douglas Street right of way located between 15th and 16th Street to be used for an electrical transformer service vault, an air intake structure and for a diesel fuel storage tank used in conjunction with the improvements located on the East 154.45 feet of Block 118, Original City of Omaha, Douglas County, Nebraska, together with the East 154.45 feet of the vacated East-West alley in said Block to Crescent Real Estate Equities. The Department of Roads shall be notified of any future assignment of the lease. Any changes or modifications of the terms of the lease must be approved by the Department of Roads. Also the Federal Highway Administration requires that the leased premises shall not be utilized for advertising purposes or in any way interfere with traffic or pedestrian movement.

We wish to thank you for allowing us to have the opportunity to review this lease. If you should have any questions regarding this matter, please feel free to contact this office at your convenience.

Sincerely,

R. F. Needham  
Right of Way Manager  
Right of Way Division

mk  
cc: file