

**RELEASE AND TERMINATION OF
LOAN AGREEMENT AND OTHER LOAN DOCUMENTS**

**(ONE FEDERAL INTERMEDIATE MEZZANINE AND JUNIOR MEZZANINE LOANS
AND 125 HIGH JUNIOR MEZZANINE LOAN)**

THIS RELEASE AND TERMINATION OF LOAN AGREEMENT AND OTHER LOAN DOCUMENTS (this "**Release**") is made as of July __, 2010 (the "**Effective Date**"), by and among LEHMAN BROTHERS HOLDINGS INC., d/b/a LEHMAN CAPITAL, a division of LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation ("**LBHI**") and LEHMAN COMMERCIAL PAPER INC., a New York corporation ("**LCPI**", together with LBHI, collectively "**Lender**"), ONE FED NOTE A ACQUISITION, L.L.C., a Delaware limited liability company ("**One Fed Mezz B Co-Lender**"), ONE FEDERAL, L.P., a Delaware limited partnership ("**One Fed Mortgage Borrower**"), ONE FEDERAL SENIOR MEZZ, L.P., a Delaware limited partnership ("**One Fed Senior Mezz Borrower**"), ONE FEDERAL INTERMEDIATE MEZZ, L.P., a Delaware limited partnership ("**One Fed Mezz B Borrower**"), ONE FEDERAL JUNIOR MEZZ, L.P., a Delaware limited partnership ("**One Fed Junior Mezz Borrower**"; together with all other borrowers under the Acquisition Loan (as defined below), the "**One Fed Borrower**", 125 HIGH STREET, L.P., a Delaware limited partnership ("**125 Mortgage Borrower**"; together with all other borrowers under the 125 Loans, the "**125 Loan Borrowers**"), 125 HIGH SENIOR MEZZ, L.P., a Delaware limited partnership ("**125 Mezz A Borrower**"), 125 HIGH INTERMEDIATE MEZZ, L.P., a Delaware limited partnership ("**125 Mezz B Borrower**"), 125 HIGH INTERMEDIATE-2 MEZZ, L.P., a Delaware limited partnership ("**125 Mezz B-2 Borrower**"), 125 HIGH JUNIOR MEZZ, L.P., a Delaware limited partnership ("**125 Borrower**"; together with the One Fed Mezz B Borrower and the One Fed Junior Mezz Borrower, the "**Borrowers**"), HENLEY HOLDING COMPANY, a Cayman Islands corporation ("**Henley Guarantor**"), TISHMAN SPEYER CROWN EQUITIES LLC, a Delaware limited liability company ("**TSCE Guarantor**"; together with Henley Guarantor, the "**Guarantors**"); TS BOSTON CORE HOLDINGS, L.P., a Delaware limited partnership (the "**Joint Venture**"; together with One Fed Mezz B Co-lender, One Fed Borrower, 125 Loan Borrowers and Guarantors, collectively referred to herein as the "**Borrower Affiliates**").

W I T N E S S E T H:

WHEREAS, LBHI made an acquisition loan in the amount of \$373,500,000 ("**Acquisition Loan**") to One Fed Mortgage Borrower, pursuant to that certain Loan Agreement dated June 1, 2006, by and between LBHI, as lender and One Fed Mortgage Borrower, as borrower;

WHEREAS, the Acquisition Loan was collateralized by, among other things, an office building known as One Federal Plaza, Boston, Massachusetts ("**One Fed**");

WHEREAS, the Acquisition Loan was subsequently partitioned into a \$262,000,000 securitized mortgage ("**Mortgage**"), a \$49,000,000 senior mezzanine loan ("**Mezz A Loan**"), a \$62,500,000 intermediate mezzanine loan ("**Mezz B Loan**") and a \$25,000,000 unfunded junior mezzanine loan ("**Junior Mezz Loan**");

WHEREAS, the Mezz B Loan was subsequently divided into two parts, a \$35,000,000 senior note currently held by One Fed Mezz B Co-lender (the "**Mezz B Senior Note**") and a \$27,500,000 junior note currently held by LCPI by way of assignment from Capital Trust, Inc. ("**Capital Trust**") by way of assignment from LBHI (the "**Mezz B Junior Note**");

WHEREAS, on July 31, 2006, LBHI made a \$365,000,000 mortgage loan ("**125 Mortgage**"), an \$82,000,000 mezzanine A loan ("**125 Mezz A Loan**"), an \$82,000,000 mezzanine B loan ("**125 Mezz B Loan**") and a \$30,000,000 unfunded mezzanine C loan ("**125 Mezz C Loan**"; together with the 125 Mortgage, the 125 Mezz A Loan, and the 125 Mezz B Loan, the "**125 Loans**") secured by, among other things, a property located at 125 High Street, Boston, Massachusetts ("**High Street**", together with One Fed, the "**Property**");

WHEREAS, LBHI subsequently transferred its interests in and rights to all the 125 Loans except with respect to the 125 Mezz C Loan;

WHEREAS, in connection with the Released Loans (as defined below) (i) TSCE Guarantor executed that certain Intermediate Amended and Restated Mezzanine Guaranty dated June 21, 2006 in favor of LBHI, (ii) One Fed Mezz B Borrower executed that certain Intermediate Mezzanine Environmental Indemnity Agreement dated June 1, 2006 in favor of LBHI, (iii) Henley Guarantor and TSCE Guarantor executed that certain Junior Mezzanine Guaranty Agreement dated June 1, 2006 in favor of LBHI; (iv) One Fed Junior Mezz Borrower executed that certain Junior Mezzanine Environmental Indemnity dated June 1, 2006 in favor of LBHI, and (v) 125 Borrower executed that certain Mezzanine C Environmental Indemnity Agreement dated July 31, 2006 in favor of LBHI (each of the documents referred to in clauses (i) and (iii), as the same may have been amended, modified or restated, individually, a "**Guaranty**", and collectively, the "**Guarantees**"; each of the documents referred to in clauses (ii), (iv) and (v), as the same may have been amended, modified or restated, individually, an "**Environmental Indemnity**" and collectively, the "**Environmental Indemnities**");

WHEREAS, the Lender has agreed to (i) release all of its interests in the collateral (the "**Borrowers' Collateral**") securing the Mezz B Junior Note, the Junior Mezz Loan and the 125 Mezz C Loan (collectively, the "**Released Loans**"), and release Borrowers and Guarantors from the liens of the Loan Agreements, Guarantees and the other Loan Documents (other than as set forth in Section 3 below), and (ii) terminate the Released Loans, the Loan Agreements (as defined below), the Co-lender Agreement (as defined below) and the other Loan Documents (other than as set forth in Section 3 below) in consideration for payment in the amount of \$XXXXXXXXXX (the "**Payoff Amount**") by the Joint Venture to Lender; and

WHEREAS, the Joint Venture is an indirect owner of the Borrowers and will derive a benefit from the execution of this Release. All capitalized terms used, but not defined, herein shall have the meaning ascribed to them as follows: (A) as to the Mezz B Loan, that certain Intermediate Mezzanine Loan Agreement, dated June 1, 2006 by and between LBHI, as lender and One Fed Mezz B Borrower, as borrower (as amended, modified, restated and/or assigned, the "**Mezz B Loan Agreement**"), (B) as to the Junior Mezz Loan, that certain Mezzanine C Loan Agreement, dated July 31, 2006 by and between LBHI, as lender and One Fed Junior Mezz Borrower, as borrower (as amended, modified, restated and/or assigned, the "**Junior Mezz Loan Agreement**"), and (C) as to the 125 Mezz C Loan, that certain Amended And Restated Mezzanine

C Loan Agreement, dated September 27, 2006 by and between Lender, as lender and 125 Mezz C Borrower, as borrower (as amended, modified, restated and/or assigned, the "**125 Mezz C Loan Agreement**"; together with the Mezz B Loan Agreement and the Junior Mezz Loan Agreement, the "**Loan Agreements**").

NOW, THEREFORE, in consideration of the sum the of One Thousand (\$1,000) Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lender and Borrowers hereby covenant, agree, represent and warrant as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated herein by reference and are expressly acknowledged and agreed to by the parties hereto.

2. **Representations.**

(a) Lender Representations.

(i) LCPI hereby represents and warrants, as of the date hereof and on and as of the Closing Date (as hereinafter defined), that:

(A) LCPI owns a one hundred percent (100%) interest in the Mezz B Junior Note;

(B) LCPI is a corporation duly organized, validly existing and in good standing under the laws of Delaware;

(C) subject to Bankruptcy Court Approval (as defined below), LCPI (I) has the full power and authority to enter into and consummate the transactions contemplated by this Release, (II) is authorized to execute, deliver and perform its obligations this Release, and (III) the person or persons signing this Release on behalf of LCPI have been duly authorized to sign this Release on behalf of LCPI;

(D) subject to Bankruptcy Court Approval, all actions (including, without limitation, all internal consents or approvals and any third party consents or approvals necessary to authorize the execution, delivery, and performance of this Release on behalf of LCPI have been duly taken, and all such actions continue in full force and effect as of the date hereof;

(E) subject to Bankruptcy Court Approval, there are no conditions precedent to the effectiveness of this Release as against LCPI that have not been satisfied or waived; and

(F) to its actual knowledge without any inquiry, the only written notices delivered to Borrower and/or Borrower Affiliates regarding any assignment of the Mezz B Junior Note are the notices reflecting (1) LBHI's assignment to Capital Trust and (2) Capital Trust's assignment to LCPI.

The representations and/or warranties made by LCPI in clauses (A), (C)(I) and (II), (D), and (E) of this Section 2(a) are subject in all respects to any and all rights and/or interests held by or consent and/or approval rights that Restructured Asset Securities with Enhanced Returns, Series 2007-A Trust ("**RACERS**") and/or parties with an interest therein may have with respect to the Mezz B Junior Note, without LCPI in any way acknowledging or agreeing that RACERS and/or any such party has any rights, interests, consent and/or approval rights whatsoever with respect to the Mezz B Junior Note.

(ii) LBHI hereby represents and warrants, as of the date hereof and on and as of the Closing Date, that:

- (A) LBHI owns a one hundred percent (100%) interest in the Junior Mezz Loan and the 125 Mezz C Loan;
- (B) LBHI is a corporation duly organized, validly existing and in good standing under the laws of Delaware;
- (C) subject to Bankruptcy Court Approval, LBHI has the full power and authority to enter into and consummate the transactions contemplated by this Release, is authorized to execute, deliver and perform its obligations under this Release, and the person or persons signing this Release on behalf of LBHI have been duly authorized to sign this Release on behalf of LBHI;
- (D) subject to Bankruptcy Court Approval, all actions (including, without limitation, all internal consents or approvals and any third party consents or approvals) necessary to authorize the execution, delivery, and performance of this Release on behalf of LBHI have been duly taken, and all such actions continue in full force and effect as of the date hereof; and
- (E) subject to Bankruptcy Court Approval, there are no conditions precedent to the effectiveness of this Release as against LBHI that have not been satisfied or waived.

(b) Borrower Affiliate Representations. Each Borrower Affiliate hereby represents and warrants as to itself only, and not as to any other Borrower Affiliate, as of the date hereof and on and as of the Closing Date, that: (i) after giving effect to this Release, there are no loans outstanding nor any other indebtedness in connection with or secured by One Fed (or any property or assets thereon or therein owned by any Borrower Affiliate or any proceeds thereof) other than the Mortgage, the Mezz A Loan, equipment leases and trade payables incurred in the ordinary course of business, (ii) each Borrower Affiliate is a corporation, limited liability company, or limited partnership, as applicable, duly organized, validly existing and in good standing under the laws of Delaware, or the Cayman Islands, as applicable, (iii) each Borrower Affiliate has the full power and authority to enter into and consummate the transactions contemplated by this Release, is authorized to execute, deliver and perform this Release, and the person or persons signing this Release on behalf of each Borrower Affiliate has been duly authorized to sign this Release on behalf of Borrower Affiliate, (iv) all actions (including, without limitation, all internal consents or approvals and any third party consents or approvals) necessary to authorize the execution, delivery, and performance of this Release on behalf of each Borrower Affiliate have been duly taken, and all such actions continue in full force and effect as of the date hereof, and (v) there are no conditions precedent to the effectiveness of this Release as against each Borrower Affiliate that have not been satisfied or waived.

3. Covenants; Closing Conditions; Closing.

(a) During the period from the Effective Date until the Closing Date:

(i) Lender shall promptly file a motion, in the form annexed hereto as Exhibit A, seeking bankruptcy court approval to enter into this Release, and thereafter use reasonable efforts to diligently pursue the bankruptcy court's approval of such motion. Lender shall promptly notify the Borrower Affiliates in writing of

the filing of such motion, and deliver a true, correct and complete copy thereof to the Borrower Affiliates, and shall promptly notify the Borrower Affiliates in writing of the approval or disapproval thereof by the bankruptcy court, and shall keep the Borrower Affiliates reasonably apprised of the status of such motion.

(ii) Lender shall not (and shall cause its affiliates to not) take any action or omit to any action that would cause any of the representations and warranties of LCPI, LBHI or Lenders not to be true, correct, and complete in all material respects.

(b) The Joint Venture's obligation to pay LCPI the Payoff Amount on the Closing Date and otherwise effectuate the Closing hereunder is expressly conditioned upon:

(i) all of the representations and warranties of LCPI and LBHI being true, correct and complete in all material respects on and as of the Closing Date without any qualification related to Bankruptcy Court Approval;

(ii) compliance in all material respects by Lender with its obligations under Section 3(a); and

(iii) the bankruptcy court entering a final, nonappealable order approving Lender's entry into this Release ("**Bankruptcy Court Approval**").

(c) Subject to the satisfaction of the conditions precedent set forth above, the Joint Venture shall pay LCPI the Payoff Amount within three (3) business days after receipt of written notice from Lender that all conditions precedent in Section 3(b) have been satisfied. The date upon which the Payoff Amount is paid shall be referred to herein as the "**Closing Date**", and the closing of the transactions contemplated hereby on the Closing Date shall be referred to herein as the "**Closing**". On the Closing Date, the Closing shall be deemed to have occurred for all purposes, and any and all acts, releases, and other matters specified herein to be effective on the Closing Date shall be deemed effective automatically without any further action.

(d) If the Closing has not occurred prior to September 30, 2010 this Release shall be null and void and of no further force or effect and no party shall have any further rights or obligations hereunder, provided, that to the extent there is a default hereunder, the non-defaulting party shall have the right to pursue any and all remedies provided at law or in equity with respect to such default.

(e) In the event the Closing occurs, One Fed Mezz B Borrower shall have no obligation to pay interest in connection with the Mezz B Junior Note from the Payment Date (as defined in the Mezz B Loan documents) immediately prior to the Closing Date through the Closing Date.

4. **Release of Borrowers and Termination of Loan Agreements and Other Loan Documents.** On and as of the Closing Date, subject to payment of the Payoff Amount, the Lender shall automatically and without any further action, be deemed to have (a) forever fully released, acquitted, waived, settled, and discharged the Borrower Affiliates from any and all claims, counterclaims, liabilities, damages, defenses, demands and causes of action, obligation or duty under the Loan Documents that the Lender has or may have against any of the Borrower Affiliates, their officers, directors, members, partners, managers, advisors, trustees, agents, employees, attorneys, successors and assigns, whether or not acting in their official capacity with respect to any of the Borrower Affiliates, in their personal capacity or in any

other capacity, related to or that may have arisen, may arise or are or become assertable in connection with the Released Loans and the Loan Documents, (b) forever released and discharged the Borrowers' Collateral from the lien of the Loan Agreements and the other Loan Documents, and (c) terminated the Released Loans, the Loan Agreements and the other Loan Documents. Notwithstanding the foregoing, subject to Section 2.5 of each Environmental Indemnity (for which purpose the Debt shall be deemed repaid in full as of the Closing Date), Lender hereby retains its rights and remedies against the applicable Borrowers under the applicable Environmental Indemnities as to any of their respective obligations or liabilities arising thereunder (collectively, the "**Surviving Liabilities**"). For the avoidance of doubt, the provisions of this Section 4 shall not be effective unless and until the Closing shall have occurred.

5. **No Defenses.** On and as of the Closing Date, except with respect to the Surviving Liabilities, each of the Borrower Affiliates shall be deemed to have acknowledged, confirmed and warranted to Lender that as of the Closing Date, no Borrower Affiliate has any defenses, claims, rights of set-off or counterclaims against Lender under, arising out of, or in connection with the Released Loans, the Loan Agreements, the Guarantees or any of the other Loan Documents or against any of the indebtedness evidenced, advanced or secured thereby, any and all of which each of the Borrower Affiliates shall be deemed to have expressly waived as of the Closing Date. Borrowers and Guarantors shall further be deemed to have acknowledged as of the Closing Date that (i) Lender shall have no obligation to advance any funds after the Closing Date with respect to the Released Loans and (ii) the Released Loans, the Loan Agreements and the other Loan Documents are terminated. For the avoidance of doubt, the provisions of this Section 5 shall not be effective unless and until the Closing shall have occurred.

6. **Release.** In consideration of Lender executing this Release, each of the Borrower Affiliates shall, on and as of the Closing Date, automatically and without any further action, be deemed to have unconditionally and irrevocably fully released, acquitted, waived, settled, and discharged any and all claims, counterclaims, liabilities, damages, defenses, demands and causes of action that any of the Borrower Affiliates has or may have against Lender, Alvarez & Marsal Holdings, LLC, their respective officers, directors, members, partners, managers, advisors, trustees, agents, employees, attorneys, predecessors, successors and assigns (collectively, the "**Released Parties**"), whether or not acting in their official capacity with respect to Lender, in their personal capacity or in any other capacity, related to or that may have arisen, may arise or are or become assertable in connection with the Released Loans and the Loan Documents (except with respect to any defenses, claims and counterclaims of the Borrower Affiliates related to any Surviving Liabilities), together with any and all negotiations, discussions, acts, omissions, renewals, extensions, collateral documents, and other agreements and actions related thereto, whether in contract or in tort, including any claims, causes of action or defenses, based on the negligence of Lender or any of the Released Parties or on any other "lender liability" theories of, among others, bad faith, breach of implied covenant of good faith, unfair dealing, duress, coercion, control, misrepresentation, omissions, misconduct, overreaching, unconscionability, disparate bargaining position, reliance, equitable subordination, fraud, or otherwise, and each of the Borrower Affiliates shall, as of the Closing Date, be deemed to intend to release, compromise and settle such claims and matters in connection with or otherwise arising under or related to the Released Loans, whether known or unknown, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured and whether they arose

collaterally, directly, derivatively or otherwise between any of the Borrower Affiliates and the Released Parties from the beginning of the world to and including the date of this release in connection with or otherwise arising under the Released Loans (collectively, the “**Released Claims**”). Each of the Borrower Affiliates hereby represents and warrants to each Lender that they are presently the legal and beneficial owner and holder of any and all of the Released Claims and that no Borrower Affiliate has heretofore expressly or impliedly assigned, transferred, pledged, hypothecated, sold, conveyed or otherwise disposed of, for the benefit of creditors or otherwise, any of the Released Claims. As of the Closing Date, each of the Borrowers hereby agrees to indemnify and to hold harmless the Released Parties against any claim, contention, demand, cause of action, obligation, damage and liability of any nature, character or description whatsoever, including the payment of any and all out-of-pocket costs and reasonable attorneys’ fees and costs, whether or not litigation is commenced, which may be based upon or which may arise solely out of or in connection with any such assignment or transfer or purported assignment or transfer.

To the fullest extent permitted by law, each of the Borrower Affiliates hereby acknowledges and agrees that factual matters now unknown to them may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and each of the Borrower Affiliates further acknowledges and agrees that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that each of the Borrower Affiliates nevertheless hereby intends, as of the Closing Date, to release, discharge and acquit Lender from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses (except with respect to any defenses, claims and counterclaims of the Borrower Affiliates related to any Surviving Liabilities).

Each of the Borrower Affiliates expressly assumes the risk that any fact not set forth in this Release and/or not now known to any of the Borrower Affiliates may subsequently be determined to be other than, different from, or contrary to the facts now known to any or all of them or believed by any or all of them to be true. Each of the Borrower Affiliates intends this Release to release fully, finally and forever all matters to be released as set forth herein as of the Closing Date, and this Release shall be completely effective in all respects notwithstanding any difference in facts, and shall not be subject to any termination, modification or rescission by reason of any such difference in facts.

Each of the Borrower Affiliates expressly agrees that in executing and entering into this Release, that none of the Borrower Affiliates are relying upon and have not relied upon any representation, promise or statement made by anyone which is not recited, contained or embodied in this Release or any document or instrument delivered contemporaneously with this Release. Each of the Borrower Affiliates understands and expressly assumes the risk that any fact not recited, contained or embodied herein or any document or instrument delivered contemporaneously with this Release may turn out hereafter to be other than, different from, or contrary to the facts now known to it or believed by it to be true. Nevertheless, each of the Borrower Affiliates intends by this Release, and with the advice of independently selected counsel, to release fully, finally and forever, as of the Closing Date, the Released Claims and agrees that, as of the Closing Date, this Release shall be effective in all respects

notwithstanding any such difference in facts, and shall not be subject to termination, modification or rescission by reason of any such difference in facts.

Each of the Borrower Affiliates acknowledges that the foregoing waivers are essential and material terms of this Release, without which the consideration and binding obligations of Lender expressly set forth herein and relating hereto would not have been delivered. It is the intent of each of the Borrower Affiliates that, as of the Closing Date, this be a complete, full, comprehensive, irrevocable, unconditional and final release of all Released Claims.

Without limiting the generality of the foregoing, each of the Borrower Affiliates shall, as of the Closing Date, be deemed to have expressly released any and all past and present Released Claims, which any of the Borrower Affiliates, does not know of or suspects to exist in their favor, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Release, and to this end they and each of them, to the extent permitted by law waives all rights under any statutory provision purporting to limit the scope or effect of a general release, whether due to lack of knowledge or otherwise.

For the avoidance of doubt, the provisions of this Section 6 shall not be effective unless and until the Closing shall have occurred.

7. **No Novation.** THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE A NOVATION OF ANY OF THE OBLIGATIONS OWING BY ANY OTHER BORROWERS UNDER ANY OTHER LOANS OR TO ANY OTHER LENDERS OR ANY GUARANTOR UNDER OR IN CONNECTION WITH THE LOAN DOCUMENTS.

8. **Indemnity.**

(a) On and as of the Closing Date, One Fed Borrower shall jointly and severally, indemnify, defend and hold the Lender harmless from and against any and all loss, liabilities, damages, claims, costs and expenses (including, without limitation, attorneys' fees and disbursements) arising out of, resulting from or associated in any way with a claim made by any of the parties to that certain Intercreditor Agreement, dated June 1, 2006 related to the One Fed Loans by and among the parties thereto (the "**Intercreditor Agreement**"), that it was a violation of LCPI's obligations under the Intercreditor Agreement to accept the Payoff Amount.

(b) On and as of the Closing Date, LCPI shall indemnify, defend and hold the Borrower Affiliates harmless from and against any and all loss, liabilities, damages, claims, costs and expenses (including, without limitation, attorneys' fees and disbursements) arising out of, resulting from or associated in any way with a claim made by RACERS or any party with an interest in RACERS, or any other party claiming by, through or under RACERS or a party with an interest in RACERS, (i) asserting such party holds or controls a direct or indirect legal or beneficial interest in the Mezz B Junior Note or (ii) challenging the authority or right of LCPI to enter into this Release, perform any of their respective obligations hereunder or otherwise consummate the transactions contemplated hereunder or (iii) otherwise related to the Mezz B Junior Note, this Release or the transactions contemplated hereby.

(c) For the avoidance of doubt, the provisions of this Section 8 shall not be effective unless and until the Closing shall have occurred.

9. **Mezz B Co-Lender.** Each of LCPI and One Fed Mezz B Co-Lender acknowledges that all requirements set forth under that certain Co-lender Agreement dated March 12, 2007 by and among LCPI as successor by assignment from Capital Trust, as successor by assignment from LBHI and One Fed Mezz B Co-Lender as successor in interest to Landesbank Hessen-Thuringen Girozentrale (as the same has been amended, modified, restated and/or assigned, the "**Co-lender Agreement**") required to enter into this Release have been satisfied by LCPI and One Fed Mezz B Co-Lender, as the case may be, and to the extent not satisfied, are hereby waived. On and as of the Closing Date (and for the avoidance of doubt, subject to the occurrence of the Closing), automatically and without any further action, the Co-lender Agreement shall be deemed terminated, and each of LCPI and One Fed Mezz B Co-Lender shall be deemed to have unconditionally and irrevocably fully released, acquitted, waived, settled, and discharged any and all claims, counterclaims, liabilities, damages, defenses, demands and causes of action that either of them has or may have against each other, their respective officers, directors, members, partners, managers, advisors, trustees, agents, employees, attorneys, predecessors, successors and assigns, whether or not acting in their official capacity, in their personal capacity or in any other capacity, related to or that may have arisen, may arise or are or become assertable in connection with the Mezz B Loan and the Co-lender Agreement, together with any and all negotiations, discussions, acts, omissions, renewals, extensions, collateral documents, and other agreements and actions related thereto, including any claims, causes of action or defenses, based on the negligence of any of them, or on any other "lender liability" theories of, among others, bad faith, breach of implied covenant of good faith, unfair dealing, duress, coercion, control, misrepresentation, omissions, misconduct, overreaching, unconscionability, disparate bargaining position, reliance, equitable subordination, fraud, or otherwise, and each of the Borrower Affiliates shall be deemed to release, compromise and settle all claims and matters in connection with or otherwise arising under the Mezz B Loan, whether known or unknown, in contract or in tort, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured and whether they arose collaterally, directly, derivatively or otherwise between any of them and/or against LCPI from the beginning of the world to and including the Closing Date in connection with or otherwise arising under the Mezz B Loan and the Co-lender Agreement.
10. **Withdrawal of Proofs of Claim.** As of the Closing Date, the Borrower Affiliates shall file a Withdrawal of Proof of Claims or shall permit Lender to file such withdrawal with respect to the Proof of Claims filed by 125 Borrower and One Fed Junior Mezz Borrower, in the United States Bankruptcy Court of the Southern District of New York in Chapter 11 Case # 08-13555(JMP), and do all other things necessary to withdraw any Proof of Claims submitted in connection with the Released Loans.
11. **Delivery Of Note and Filing of UCC3s.** On the Closing Date, Lender shall deliver to Borrower the original Mezz B Junior Note marked cancelled. In addition, subject to the occurrence of the Closing,, Lender hereby authorizes the Borrowers and/or Borrower Affiliates' to record any UCC3 financing statements in connection with Loans.

12. **Survival.** Notwithstanding anything to the contrary contained in this Release: (a) Lender is not and shall not be released from any of its obligations under this Release, nor a breach of its representations and warranties or covenants hereunder, each of which shall survive the Closing Date and the consummation of the transactions contemplated hereby; and (b) the Borrower Affiliates are not and shall not be released from any of their respective obligations under this Release, nor a breach of their respective representations and warranties or covenants hereunder, each of which shall survive the Closing Date and the consummation of the transactions contemplated hereby.
13. **Expenses of Transaction.** Each party shall pay its own fees, costs, expenses and disbursements in connection with the preparation, execution and delivery of this Release and each of the other documents executed in connection herewith and the transactions contemplated hereby.
14. **Headings.** The headings of the sections and subsections of this Release are for convenience of reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof.
15. **Validity of Provisions.** Any provision of this Release which may prove unenforceable under law shall not affect the validity of the other provisions hereof.
16. **Counterparts.** This Release may be executed in one or more counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.
17. **Successors and Assigns.** Whenever in this Release any of the parties hereto is referred to, such reference shall be deemed to include the legal representatives, successors and assigns of such party. All covenants, promises and agreements in this Release shall inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
18. **Modification.** This Release may not be modified, amended, waived, changed or terminated orally, but only by an agreement in writing signed by the party against whom the enforcement of the modification, amendment, waiver, change or termination is sought and by the Released Parties.
19. **Entire Agreement.** This Release constitutes the entire agreement among the parties with respect to the subject matter hereof.
20. **Governing Law.** THIS RELEASE SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND GOVERNED AND ENFORCED IN ALL RESPECTS BY, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE.
21. **Trial by Jury.** EACH OF THE BORROWER AFFILIATES AND THE RELEASED PARTIES DO HEREBY INTENTIONALLY, KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY AND IRREVOCABLY WAIVES THE RIGHT WHICH THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS RELEASE (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS RELEASE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS RELEASE WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THE

FOREGOING WAIVER BY THE BORROWER AFFILIATES IS A MATERIAL INDUCEMENT FOR THE RELEASED PARTIES TO ACCEPT THIS RELEASE.

22. **Exculpation**. Notwithstanding anything appearing to the contrary in this Release, no direct or indirect partner, member, shareholder or affiliate of either party hereto (or any officer, director, agent, member, manager, personal representative, trustee or employee of either party hereto or of any such direct or indirect partner, member, shareholder or affiliate) shall be personally liable for the performance of such party's obligations under this Release.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed by their duly authorized representatives, all as of the day and year first above written.

LENDER:

LEHMAN BROTHERS HOLDINGS INC.,

a Delaware corporation as Debtor and Debtor in Possession in its chapter 11 case in the United States Bankruptcy Court for the Southern District of New York, Case No. 08-13555 (JMP)

By: _____

Name:

Title:

LEHMAN COMMERCIAL PAPER INC.,

a New York corporation as Debtor and Debtor in Possession in its chapter 11 case in the United States Bankruptcy Court for the Southern District of New York, Case No. 08-13555 (JMP)

By: _____

Name:

Title:

[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed by their duly authorized representatives, all as of the day and year first above written.

BORROWER AFFILIATES:

ONE FEDERAL, L.P.,
a Delaware limited partnership

By: One Federal GP, L.L.C.,
a Delaware limited liability company

By: _____
Name:
Title:

ONE FEDERAL JUNIOR MEZZ, L.P.,
a Delaware limited partnership

By: One Federal Junior Mezz GP, L.L.C.,
a Delaware limited liability company

By: _____
Name:
Title:

**ONE FEDERAL INTERMEDIATE MEZZ,
L.P.**,
a Delaware limited partnership

By: One Federal Intermediate Mezz GP,
L.L.C.,
a Delaware limited liability company

By: _____
Name:
Title:

ONE FEDERAL SENIOR MEZZ, L.P.,
a Delaware limited partnership

By: One Federal Senior Mezz GP, L.L.C.,
a Delaware limited liability company

By: _____
Name:
Title:

125 HIGH JUNIOR MEZZ, L.P.,
a Delaware limited partnership

By: 125 High Junior Mezz GP, L.L.C.,
a Delaware limited liability company

By: _____
Name:
Title:

125 HIGH INTERMEDIATE-2 MEZZ, L.P.,
a Delaware limited partnership

By: 125 High Intermediate-2 Mezz GP, L.L.C.,
a Delaware limited liability company

By: _____
Name:
Title:

125 HIGH INTERMEDIATE MEZZ, L.P.,
a Delaware limited partnership

By: 125 High Intermediate Mezz GP, L.L.C.,
a Delaware limited liability company

By: _____
Name:
Title:

125 HIGH SENIOR MEZZ, L.P.,
a Delaware limited partnership

By: 125 High Senior Mezz GP, L.L.C.,

a Delaware limited liability company

By: _____

Name:

Title:

125 HIGH STREET, L.P.,
a Delaware limited partnership

By: TST 125 High GP, L.L.C.,
a Delaware limited liability company

By: _____

Name:

Title:

**TISHMAN SPEYER CROWN EQUITIES
LLC,**
a Delaware limited liability company

By: _____

Name:

Title:

TS BOSTON CORE HOLDINGS, L.P.,
a Delaware limited partnership

By: TS Boston Holdings GP, L.L.C.,
a Delaware limited liability company

By: _____

Name:

Title:

HENLEY HOLDING COMPANY,
a Cayman Islands corporation

By: _____

Name:

Title:

ONE FED NOTE A ACQUISITION, L.L.C.,
a Delaware limited liability company

By: _____

Name:

Title:

[Signatures Continue on Following Pages]