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Recorder's Office, Los Angeles County,  
California

04/20/12 AT 08:00AM

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LEADSHEET



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003936047

SEQ:

19

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDER MEMO: This COPY is NOT an OFFICIAL RECORD.

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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Allen Matkins Leck Gamble  
Mallory & Natsis LLP  
Three Embarcadero Center, 12<sup>th</sup> Floor  
San Francisco, California 94111-4074  
Attn: Sonia J. Ransom, Esq.

7

[Fee Exempt – Government Code § 27383]

(Space Above For Recorder's Use)

**AMENDED MEMORANDUM OF GROUND LEASE**

THIS AMENDED MEMORANDUM OF GROUND LEASE (this "Memorandum") is made as of this 15<sup>th</sup> day of March, 2012 (the "Effective Date"), by and between THE CITY OF DOWNEY, a municipal corporation of the State of California ("City"), and PCCP IRG DOWNEY, LLC, a Delaware limited liability company ("PCCP"), as to an undivided ninety percent (90%) interest, and IRG DOWNEY, LLC, a California limited liability company ("IRG"), as to an undivided ten percent (10%) interest (PCCP and IRG collectively referred to herein as "Developers").

*unrecorded lease*

**1. PURPOSE OF THIS MEMORANDUM.**

This Memorandum is entered into for the purpose of providing record notice of that certain Ground Lease dated as of December 4, 2003 (the "Original Ground Lease"), entered into by City, as Landlord, and Industrial Realty Group, LLC, as Tenant, as assigned to Developers pursuant to that certain Assignment of Ground Lease dated March 16, 2004, and as amended by that certain Amendment to Agreements in Ground Lease dated as of March 15, 2012 (the "Ground Lease Amendment"), by and between City and Developer (the Original Ground Lease, as assigned and as amended by the Ground Lease Amendment, being collectively referred to herein as the "Ground Lease"). Pursuant to the terms and conditions of the Ground Lease, City hereby leases to Developers, and Developers hereby lease from City, that certain real property described on the attached Exhibit "A" and depicted on the attached Exhibit "B".

**2. AMENDMENT EFFECTIVE DATE.**

Notwithstanding anything to the contrary contained in the Ground Lease Amendment, the "Amendment Effective Date," as that term is defined in the Ground Lease Amendment, is March 15, 2012.

**3. NO MODIFICATION OF LEASE TERMS.**

This Memorandum is prepared solely for the purposes of record and establishment of the Amendment Effective Date and, except as expressly provided in Section 2 above, in no way modifies any of the express and particular provisions of the Lease referred to hereinabove.

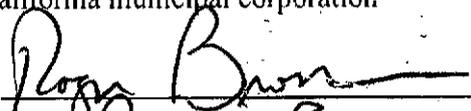
*1350 ACCM* *19C*

RECORDER MEMO: This COPY is NOT an OFFICIAL RECORD.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum as of the day and year first above written.

"CITY"

CITY OF DOWNEY,  
a California municipal corporation

By: 

Name: Roger C. Brossmer

Title: Mayor

AKA ROGER C. BROSSMER

"DEVELOPERS"

PCCP IRG DOWNEY, LLC,  
a Delaware limited liability company

By: PCCP LB IRG Downey, LLC,  
its Managing Member

By: 

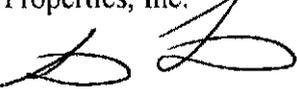
Name: William R. Lindsay

Title: Authorized Signatory

IRG DOWNEY, LLC,  
a California limited liability company

By: IRG III, LLC

By: S.L. Properties, Inc.

By: 

Name: STUART LICHTER AKA

STUART J. LICHTER

Title: PAGS

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ACKNOWLEDGMENT

State of California )  
County of Los Angeles )

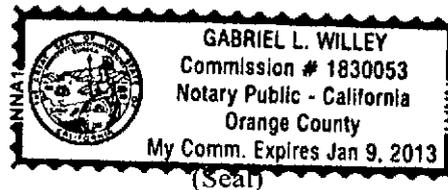
On March 22, 2012, before me, Gabriel L. Willey,  
(insert name of notary)

Notary Public, personally appeared William R. Lindsay,  
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 [Handwritten Signature]



ACKNOWLEDGMENT

State of California  
County of Los Angeles

On April 4<sup>th</sup> 2012, before me, Denise M. Alvarez,  
(insert name of notary)

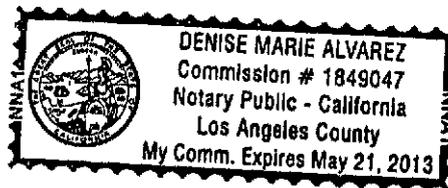
Notary Public, personally appeared Stuart J. Usher,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their 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 Denise M. Alvarez

(Seal)



ACKNOWLEDGMENT

State of California  
County of Los Angeles }

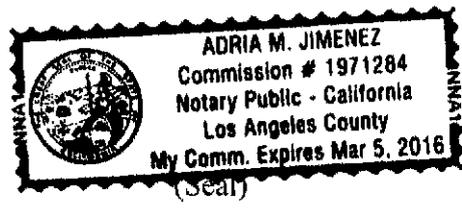
On April 10, 2012, before me, Adria M. Jimenez,

Notary Public, personally appeared Roger C. Brossmer (insert name of notary),  
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 



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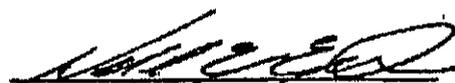
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**INDUSTRIAL REALTY GROUP - GROUND LEASE**

THAT PORTION OF LOT 2 IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 3 SOUTH, RANGE 12 WEST, IN THE RANCHO SANTA GERTRUDES, TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 10, IN THE CITY OF DOWNEY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS RECORDED IN BOOK 1, PAGE 502 OF MISCELLANEOUS RECORDS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 2 IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 10, SAID LINE ALSO BEING THE NORTHERLY LINE OF STEWART AND GRAY ROAD, 80 FEET WIDE, DISTANT THEREON SOUTH 89°52'14" WEST 846.51 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2; THENCE ON A LINE BETWEEN SAID POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 10, SOUTH 00°13'16" WEST 1100.59 FEET TO THE TRUE POINT OF BEGINNING; THENCE AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT 2, SAID EASTERLY LINE ALSO BEING THE CENTERLINE OF BELLFLOWER BOULEVARD, NORTH 89°52'23" EAST 813.20 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT WESTERLY 40.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID EASTERLY LINE OF LOT 2; THENCE SOUTH 00°07'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 222.54 FEET TO THE INTERSECTION OF SAID PARALLEL LINE, WITH A LINE THAT IS PARALLEL WITH AND DISTANT WESTERLY 40.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 10; THENCE SOUTH 00°04'17" EAST, ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 1225.63 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 96.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 10; THENCE SOUTH 89°51'04" WEST, ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 238.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 252.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 49°21'31", A DISTANCE OF 217.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 416.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°33'30", A DISTANCE OF 230.23 FEET TO SAID LINE BETWEEN THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 10; THENCE NORTH 00°13'16" EAST, ALONG SAID LINE, A DISTANCE OF 1234.83 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 857,497 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

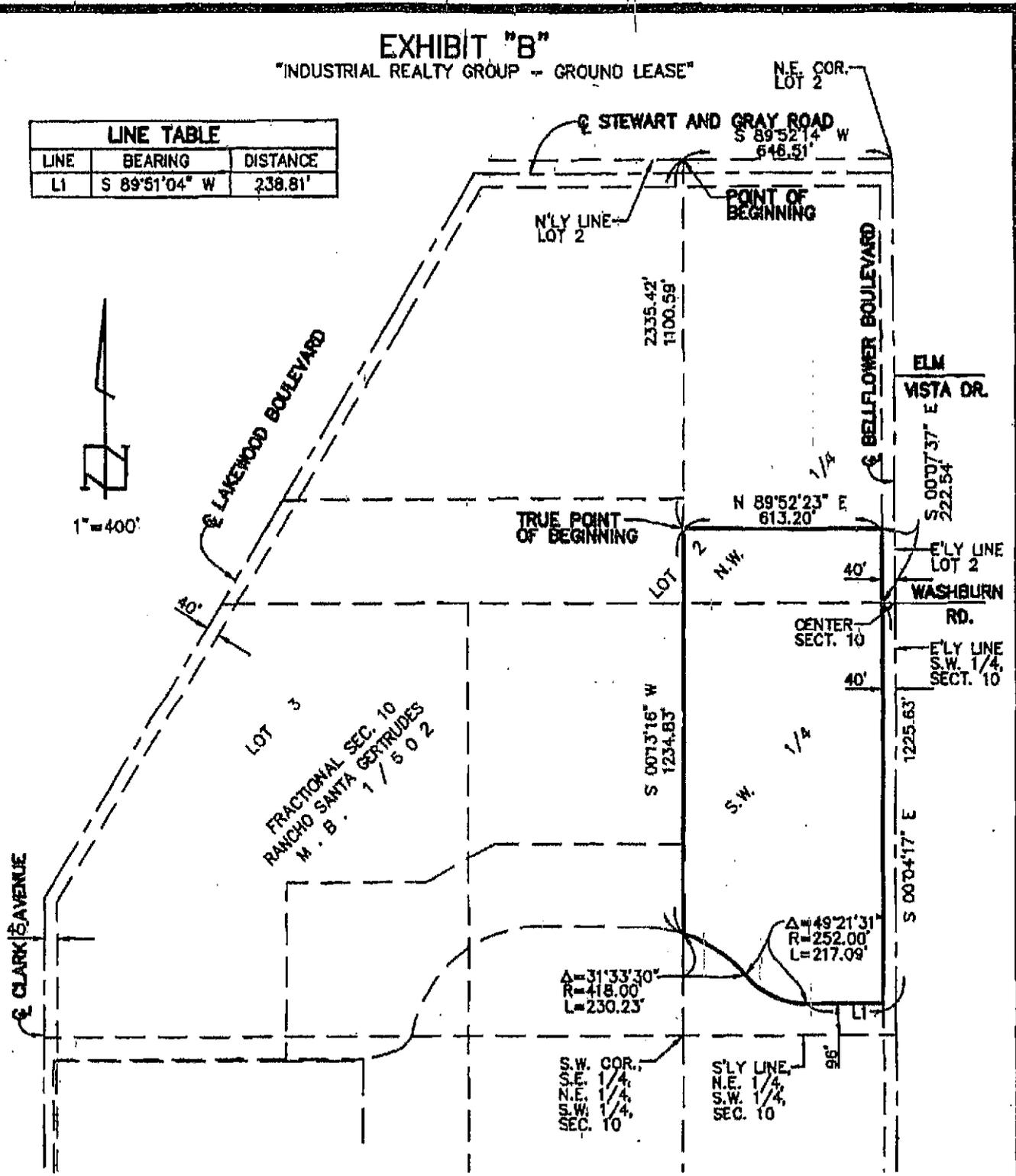
  
WILLIAM E. EADSON, L.S. 6154



8AS

**EXHIBIT "B"**  
 "INDUSTRIAL REALTY GROUP - GROUND LEASE"

LINE TABLE		
LINE	BEARING	DISTANCE
LI	S 89°51'04" W	238.81'



**EADSON & ASSOCIATES, INC.**  
 Surveying & Mapping Consultants

CALIFORNIA  
 5220 O STREET  
 CHINO, CA 91710  
 (909) 364-1881  
 (909) 364-1781 FAX

LICENSED IN:  
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 CALIFORNIA  
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