

SECOND AMENDMENT TO RESTATED GROUND LEASE AGREEMENT

THIS SECOND AMENDMENT TO RESTATED GROUND LEASE AGREEMENT (this "Second Amendment") is made and entered into as of December 1, 2010, by and between Downey Unified School District ("Lessor") and Brookshire Partners, a California general partnership ("Lessee").

RECITALS

A. Lessor and Lessee are parties to a Restated Ground Lease Agreement dated March 7, 1989 ("Restated Ground Lease"), on certain real property located in the city of Downey, County of Los Angeles, which is bounded by Iowa Street on the north, Davis Street on the south, Brookshire Avenue on the east and Dolan Street on the west (the "Leased Premises"), more fully described in Exhibit A to the Restated Ground Lease.

B. The Restated Ground Lease was amended by that certain Amendment to Ground Lease Agreement between Downey Unified School District and Brookshire Partners dated March 23, 2005 (the "First Amendment")

C. The First Amendment amended the Restated Ground Lease to set forth Lessee's rent obligations for the period of May 1, 2005 through April 30, 2010 so that Lessor and Lessee would not have to incur the expense of an appraisal.

D. Lessor and Lessee desire to further amend the rent adjustment provisions of the Restated Ground Lease from May 1, 2010 going forward without incurring the expense of an appraisal.

E. Lessor and Lessee desire to also amend the Restated Ground Lease to extend the lease term for the Leased Premises.

NOW, THEREFORE, Lessor and Lessee hereby amend the Restated Ground Lease as follows:

1. Lessor and Lessee hereby confirm that the annual rent for the current rental period ending April 30, 2011 is \$162,457.00, payable in twelve equal monthly installments on the first day of each month.

2. For the fifteen-year period of May 1, 2011 through April 30, 2026, the rent shall increase annually by the rate of 3% per year.


3. Commencing May 1, 2026 through the end of the lease term, as extended by this Second Amendment, the rent shall continue to be adjusted annually in accordance with the provisions of Section 2 of this Second Amendment, unless Lessor and Lessee mutually agree to further modify the rental adjustment provisions of the Restated Ground Lease in writing.

4. The term of the lease of the Leased Premises is hereby extended to, and shall expire on, April 30, 2060.

5. Except as expressly modified by this Second Amendment, all terms and provisions of the Restated Ground Lease, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date first set forth above.

LESSOR:

By: 
Kevin Condon, assistant Superintendent
Downey Unified School District

LESSEE:

By:  12/28/10
Stanley Diller, General Partner
Brookshire Partners, a California general partnership