

# ASSIGNMENT OF GROUND LEASE

## 27940

WHEREAS, heretofore that contain Memorandum of Lease by and between City of Long Beach, Municipal Corporation (Landlord), and Westland Parcel J Partners, LLC, a California Limited Liability Company (Developer), dated March 29, 2001, was recorded at the Los Angeles County's Recorder's Office on April 3, 2001, as Recorder's Instrument No. 01 0546878; and

WHEREAS, an Assignment of Ground Lease, dated March 12, 1999, between Westland Parcel J Partners, LLC, a California Limited Liability Company (Lessee) and City of Long Beach, a Municipal Corporation (Lessor), to Rainbow Air Academy, Inc., a California corporation, dated March 19, 2001, was recorded at the Los Angeles County Recorder's Office on April 3, 2001, as Recorder's Instrument No. 01 0546879; and

WHEREAS, an Assignment of Ground Lease, dated December 22, 2003, between Rainbow Air Academy, Inc., a California Corporation (Previous Assignor) to Amazing Grace, LLC.(FliteServ, LLC.), a California Limited Liability Company (Previous Assignee/ Assignor), and City of Long Beach, a Municipal Corporation (Ground Lessor); and

WHEREAS, for good and valuable consideration, Amazing Grace, LLC.(FliteServ, LLC.), as Successor Lessee (Assignor) pursuant to said Ground Lease by and between City of Long Beach (Lessor) and Lessee, dated March 12, 1999, has agreed to assign said Ground Lease to Tuncang Group Inc., a California Corporation, subject to the assumption by Tuncang Group Inc., (Assignee), of all of the Lessee's obligations to perform all terms and conditions set forth in said Ground Lease and all subsequent Assignment of Ground Lease.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that AMAZING GRACE, LLC.(FLITESERV, LLC.), a California Limited Liability ("ASSIGNOR"), for good and valuable consideration received from Assignee, the receipt and sufficiency of which is hereby acknowledged, does convey, transfer, assign and set over unto Assignee, all of Assignor's right, title and interest in and to that certain Ground Lease and all subsequent Assignment of Ground Lease for Parcels J8A and J8B (" Ground Lease") by and between CITY OF LONG BEACH, a Municipal Corporation and lessee, dated March 12, 1999, for real property described in Exhibit A, attached hereto and incorporated herein by reference to Tuncang Group Inc. , a California Corporation, to have and to hold UNTO Assignee, Assignee's successors and assigns, subject to the terms, covenants, conditions and obligations set forth in said Ground Lease (TERM 40 YEARS AS OF 3/12/1999).

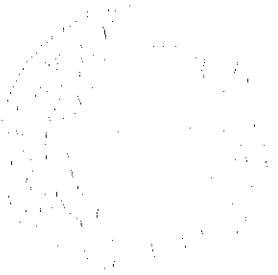
IT IS THE INTENT and purpose of this Assignment to convey and assign unto Assignee, Assignee's successors and assigns, all of the leasehold estate and interest of Assignor in the described real property, subject to all the terms and conditions stated in said Ground Lease.

IN CONSIDERATION of this Agreement, Assignee, Assignee's successors and assigns, assume and agree to perform henceforth all of the covenants and agreements undertaken by Lessee in said Ground Lease.

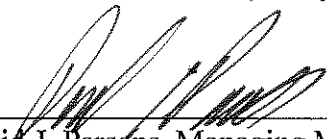
Handwritten signature and initials, possibly "K.C.", in the bottom right corner of the document.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of this   1   day of April, 2015.

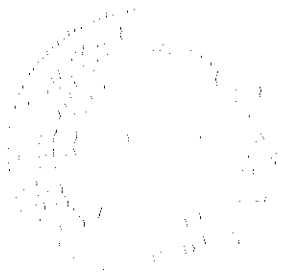
**ASSIGNOR:**



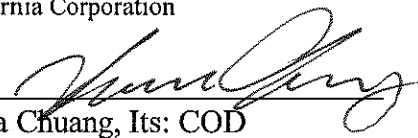
AMAZING GRACE, LLC.(FLITESERV, LLC.)  
a California Limited Liability Company

By:   
David J. Parsons, Managing Member

**ASSIGNEE:**



TUNCANG GROUP INC.  
a California Corporation

By:   
Karena Chuang, Its: COD

CONSENT

This Assignment of Ground Lease is consented to upon express condition that Amazing Grace, LLC., Assignor, is not relived of any of its obligations to the City of Long Beach, relative to any of the Agreements by and between Amazing Grace, LLC. And the City of Long Beach.

This Assignment of Ground Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

Dated: April 15, 2015

CITY OF LONG BEACH, a Municipal Corporation

By T. Bell Assistant City Manager  
Asst. City Manager Title

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

APPROVED AS TO FORM

4-7 2015  
CHARLES PARKIN, City Attorney

By [Signature]  
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
 County of Los Angeles }

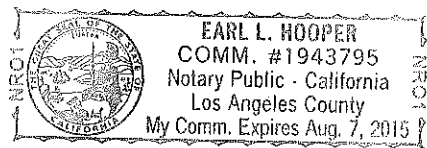
On April 1, 2015 before me, Earl L. Hooper, Notary Public  
(Here insert name and title of the officer)

personally appeared Karena Chuang & David J. Parsons 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.

Earl L. Hooper  
 Notary Public Signature



(Notary Public Seal)

### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Assignment of Ground  
(Title or description of attached document)  
Lease J8A + J8B  
(Title or description of attached document continued)  
 Number of Pages 1 Document Date 4-1-15

CAPACITY CLAIMED BY THE SIGNER

Individual (s)  
 Corporate Officer  
COO + Managing Member  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

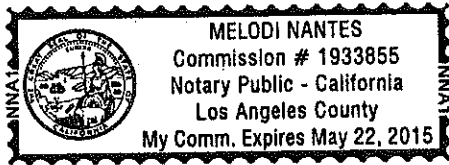
On 4.15.15 before me, Melodi Nantes, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Thomas B. Modica  
Name(s) of Signer(s)

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 Melodi Nantes  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Assignment of Ground Lease Document Date: 4.1.15  
Number of Pages: 3 Signer(s) Other Than Named Above: C. Parvin / R. Anthony

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_