

## FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (this “**Amendment**”), is made and entered into on November 16, 2022 (the “**Effective Date**”) and amends that certain Ground Lease dated as of October 19, 2022 (the “**Original Agreement**”) by and BEACH CITIES HEALTH CARE DISTRICT, a California health care district (“**Landlord**”) and WRC PMB Redondo Beach LLC, a Delaware limited liability company (“**Tenant**”). Capitalized terms used in this Amendment but not defined herein shall have the meanings ascribed to them in the Original Agreement.

### RECITALS:

WHEREAS, Landlord, Parent LLC and Tenant desire to amend the Original Agreement pursuant to this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT:

1. **Amendment.** Section 15.4 is hereby amended and restated in its entirety as follows:

#### **Section 15.4 Landlord’s Early Termination Rights**

Landlord shall have the right to terminate this Lease by written notice to Tenant at any time on or before December 20, 2022 if Landlord has not approved in its sole and absolute discretion the Deign-Build Agreement or if Tenant and Contractor have not executed an Assignment, Assumption and Release Agreement satisfactory to Landlord by which Landlord assigns and Tenant accepts assignment of the Design-Build Agreement and Tenant and Contractor release Landlord from all obligations thereunder first arising after the date of the Assignment, Assumption and Release Agreement.

2. **Full Force and Effect.** Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Original Agreement, and all of the provisions of the Original Agreement that were originally intended to be binding on Landlord, Parent LLC and Tenant shall remain in full force and effect. In the event of any conflict between the Original Agreement and this Amendment, this Amendment shall prevail.

3. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this First Amendment to Ground Lease as of the Effective Date.

**LANDLORD:**

BEACH CITIES HEALTH DISTRICT,  
a California health care district



By: Signed: 11/17/2022

Name: Tom Bakaly

Title: Chief Executive Officer

**TENANT:**

WRC PMB Redondo Beach LLC, a Delaware  
limited liability company



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

Name: Mark Toothacre

Title: Authorized Signatory

**PARENT LLC:**

WRC PMB I LLC, a Delaware limited liability  
company



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

Name: Mark Toothacre

Title: President

## Record of Signing

For  
Name  
Title



**Signed on 2022-11-17 00:27:00 GMT**

Secured by Concord™  
DocumentID: YWNIYTNkZGItMD  
SigningID: NDA2M2QzZTQtOD  
Signing date: 11/17/2022  
IP Address: 172.88.66.159  
Email: tom.bakaly@bchd.org



Signed with [www.concordnow.com](http://www.concordnow.com)