

SECOND AMENDMENT TO GROUND LEASE

This Second Amendment to Ground Lease (this "Second Amendment") is dated as of October 21st, 2025 (the "Effective Date") by and between The City of Redondo Beach, a chartered municipal corporation ("Lessor") and 211 Crystal Cove Apts LLC, a Delaware limited liability company ("Lessee").

RECITALS

- A. Lessor and RG/Bascom Harbor Cove Apartments, LLC ("Original Lessee"), Lessee's predecessor in interest, entered into that certain Ground Lease dated September 1, 2007 (the "Ground Lease") concerning those certain premises as further set forth in the Ground Lease located at 211 Yacht Club Way, Redondo Beach, CA 90277 and designated as APNs 7503-003-900, 7503-003-901 and 8940-262-001 (collectively, the "Premises"); such Ground Lease was memorialized of record pursuant to a Memorandum of Lease dated September 1, 2007 and recorded December 28, 2007 as Instrument No. 20072850562 in the Official Records, Los Angeles County, State of California.
- B. The Original Lessee subsequently assigned its right, title and interest as "lessee" under the Ground Lease to The Kobe Group, Inc. ("Kobe") pursuant to that certain Assignment of Lessee's Interest Under Ground Lease dated October 10, 2008 (the "First Assignment"), which First Assignment was recorded on October 14, 2008 as Instrument No. 20081826105 in the Official Records, Los Angeles County, State of California.
- C. Kobe subsequently assigned its right, title and interest as "lessee" under the Ground Lease to Lessee pursuant to that certain Assignment of Lessee's Interest Under Ground Lease dated May 29, 2015 (the "Second Assignment"), which Second Assignment was recorded on June 1, 2015 as Instrument No. 2015636128 in the Official Records, Los Angeles County, State of California.
- D. Lessor previously approved a first amendment to Ground Lease (the "First Amendment") on November 19, 2019. The First Amendment addressed an updated Permitted Uses and Applicable Percentages Exhibit, effective as of May 30, 2019.
- E. Lessee intends to refinance its loan (the "Mortgage Loan") with Colliers Mortgage LLC, a Delaware limited liability company ("Lender"), which loan is secured by the Premises. Lender has advised Lessee that it intends to sell the Mortgage Loan to Fannie Mae and as a condition of such refinancing, Lender and/or Fannie Mae requires that the Ground Lease be amended to insert a non-merger clause.
- F. Lessor and Lessee desire to amend the Ground Lease to add the non-merger clause.

SECOND AMENDMENT

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Non-Merger. A new Article 54 is hereby inserted into the Ground Lease:

54. Non-Merger

Lessee's leasehold estate shall not merge into Lessor's fee estate, and the Lease shall not terminate as to the Lender, because of the conveyance of the Lessee's leasehold interest to the Lessor or the conveyance of the Lessor's interest to the Lessee.

2. Effect; Modification. In the event there is inconsistency between the Ground Lease, the First Amendment and this Second Amendment, the Second Amendment shall prevail. Unless expressly modified by this Second Amendment, the terms and conditions of the Ground Lease shall remain in force and effect. This Second Amendment may be modified or amended only by a subsequent written amendment executed by both parties.

[REMAINDER INTENTIONALLY BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

LESSOR:

THE CITY OF REDONDO BEACH,
a chartered municipal corporation

By: _____

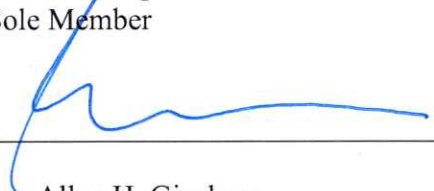
Name: _____

Title: _____

LESSEE:

211 CRYSTAL COVE APTS LLC,
a Delaware limited liability company

By: The Kobe Group, Inc.
a California corporation,
its Sole Member

By:  _____

Name: Allen H. Ginsburg

Title: President

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

 NOTARY PUBLIC
SEE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

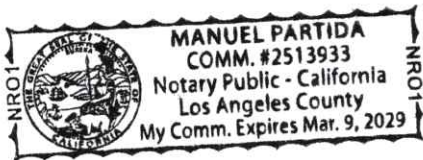
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of LOS ANGELES)
 On 10/15/2025 before me, MANUEL PARTIDA, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared ALLEN H. GINSBURG
 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 _____
 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: SECOND AMENDMENT TO GRANT DEED

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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: _____