



OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802-4664

1 NOW, THEREFORE, in consideration of the mutual terms, covenants and  
2 conditions herein contained, the parties agree as follows:

3 1. Capitalized terms used herein without definition shall have the  
4 meaning given them in the Lease.

5 2. Beginning on January 1, 2022, notwithstanding anything to the  
6 contrary contained in the Lease (including without limitation Section 3.A.), Tenant shall use  
7 the Premises for the provision of medical, health-care and related services, including  
8 without limitation recuperative care, social services, behavioral health, and health-related  
9 education, government offices, housing and other specialized services. The provision of  
10 acute-care services at the Premises will no longer be required.

11 3. Section 3.F. is amended and restated in its entirety to read as follows:

12 "F. Tenant shall at all times as long as the City's Sexual Assault Response  
13 Team ("SART") is in existence continue to sublease a portion of the Premises  
14 to SART upon terms and conditions similar to those contained in that certain  
15 Standard Multi-Tenant Office Lease -- Gross dated as of July 5, 2018,  
16 executed by and between the City of Long Beach and Forensic Nursing  
17 Specialists, Inc."

18 4. The last sentence of Section 11.A. of the Lease is hereby amended  
19 so that the reference to "Hospital Capital Costs Payment" shall be "Net Hospital Capital  
20 Costs Payment".

21 5. Section 14 of the Lease is hereby amended to reflect the following  
22 updated notices addresses:

23 Tenant: MWN Community Hospital, LLC  
24 211 E. Ocean Blvd., Suite 550  
25 Long Beach, CA 90802  
26 Attention: CEO  
27 Email: john.molina@pacificsix.com

28 With a copy to: Keesal, Young & Logan  
400 Oceangate #1400  
Long Beach, CA 90802

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Attention: Robert Stemler  
Email: robert.stemler@kyl.com

Landlord: City of Long Beach  
411 W. Ocean Blvd., 10th Floor  
Long Beach, CA 90802  
Email: john.keisler@longbeach.gov

6. Section 27.D. is amended so that City has no further obligation to pursue and apply for Hospital Grant Funds.

7. Landlord recognizes the validity of the Lease Termination Notice from Tenant to Landlord dated September 27, 2021 notwithstanding the fact that such Lease Termination Notice did not establish a Lease Termination Date and did not include Tenant's calculation of the estimated Net Hospital Capital Costs as required by Section 28.B. of the Lease. Rather than a date certain, Landlord and Tenant agree that the Lease Termination Date shall be the date on which the escrow for the Tenant Sale Option or Market Sale Option, as applicable, closes.

8. Section 28.B. of the Lease is amended so that (i) the "Termination Date Cost Statement" shall set forth Tenant's good faith calculation of the actual cumulative Net Hospital Capital Costs incurred between the Effective Date and through December 31, 2021, and (ii) Tenant shall provide such Termination Date Cost Statement to Landlord on or before March 1, 2022.

9. Landlord and Tenant acknowledge and agree that the Hospital ceased operations on January 1, 2022, and that therefore "Net Hospital Capital Costs", "Hospital Capital Costs", "Hospital Net Losses" and "Hospital Net Profits", each as defined in Section 28.H. of the Lease, shall not include any costs, expenses, revenues, losses or profits incurred or resulting from operations after December 31, 2021.

10. Except as expressly amended by this Amendment, the remaining provisions of the Lease remain in full force and effect.

///  
///

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802-4664

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

MWN COMMUNITY HOSPITAL, LLC, a California limited liability company

MAR 25 2022, 2022

By: [Signature]  
Name: JOHN C. MOLINA  
Title: CHAIRMAN

MAR 25 2022, 2022

By: [Signature]  
Name: TODD J. LEMMS  
Title: VICE CHAIRMAN

"Tenant"

CITY OF LONG BEACH, a municipal corporation

March 29, 2022

By: [Signature]  
City Manager

"Landlord"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

This First Amendment to Amended and Restated Lease No. 35432 is approved as to form on March 28, 2022.

CHARLES PARKIN, City Attorney  
By: [Signature]  
Deputy