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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): October 26, 2023**

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**Graphite Bio, Inc.**

(Exact name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-40532**  
(Commission File Number)

**84-4867570**  
(IRS Employer  
Identification No.)

**611 GATEWAY BLVD  
SUITE 120  
SOUTH SAN FRANCISCO, California**  
(Address of Principal Executive Offices)

**94080**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: 650 484-0886**

**201 HASKINS WAY  
SUITE 210  
SOUTH SAN FRANCISCO, California 94080**  
(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	GRPH	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On October 26, 2023 (the “Effective Date”), Graphite Bio, Inc. (the “Company”) entered into a sublease agreement (the “Sublease”) with Soleil Labs, LLC (“Tenant”) for certain premises constituting approximately 32,113 square feet of space in the building located at 233 E. Grand Avenue, South San Francisco, California (the “Premises”).

The Company currently leases approximately 85,165 square feet of office space in the building located at 233 E. Grand Avenue, South San Francisco, California pursuant to a Lease dated as of December 16, 2021 (as amended, the “Master Lease”), by and between the Company and Bayside Area Development, LLC (the “Landlord”). The term of the Sublease (the “Term”) commences on the Effective Date and expires on December 31, 2024. Pursuant to the Sublease, Tenant agrees to make rent payments directly to the Landlord in the amount of \$183,044.10 per month for the first twelve months and \$189,450.64 per month for the remainder of the Term. The rights and obligations of Tenant under the Sublease are subject to the terms of the Master Lease.

In connection with the execution of the Sublease, the Landlord consented to the execution of the Sublease, agreed to perform all of the Company’s obligations under the Sublease, and indemnified the Company from any liability under the Sublease. The Tenant also agreed not to hold the Company liable under the Sublease.

On the Effective Date, the Company also entered into a First Amendment to Lease with the Landlord (the “Lease Amendment”) to adjust the timeline for certain payments under the Master Lease and to effect the acceleration of the termination date of the Master Lease. The Lease Amendment provides that the Master Lease will terminate on December 31, 2024, and that the Landlord may further accelerate the termination date for the premises not subject to the Sublease by delivering written notice and paying the Company \$20,000 per month for each month of further acceleration.

As consideration for Landlord’s agreement to enter into the Lease Amendment, the Company has agreed to: (a) on the termination date, surrender the premises to the Landlord and convey all the furniture and equipment in the premises to the Landlord, subject to the interests of the Tenant, (b) upon execution of the Lease Amendment, prepay all remaining amounts payable during the term of the Master Lease (including the difference between the rent obligations due under the Master Lease and the rent to be paid by Tenant under the Sublease for the Premises), in an amount equal to \$15,928,490, and (c) pay to the Landlord a lease termination payment of approximately \$20,776,078. To the extent the Company has made any rent payments pursuant to the Master Lease after October 31, 2023, such amounts shall be recalculated to take into account and provide a credit for any such rent payment. The Company will have no further rent obligations to Landlord pursuant to the Master Lease following the Effective Date, and the Landlord will return the Company’s letter of credit under the Master Lease within 60 days following the Effective Date.

The foregoing descriptions of the Sublease and the Lease Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of the Sublease and the Lease Amendment, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#">Sublease agreement by and between Graphite Bio, Inc. and Soleil Labs, LLC, dated October 26, 2023</a>
10.2	<a href="#">First Amendment to Lease by and between Graphite Bio, Inc. and Bayside Area Development, LLC, dated October 26, 2023</a>
104	Cover Page Interactive Data (embedded within the Inline XBRL document)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Graphite Bio, Inc.

Date: October 30, 2023

By:

/s/ Kim Drapkin  
**Kim Drapkin**  
Chief Executive Officer



## SUBLEASE

THIS SUBLEASE (this “Sublease”) is dated for reference purposes as of October 26, 2023, and is made by and between Graphite Bio, Inc., a Delaware corporation (“Sublessor”), and Soleil Labs, LLC, a Delaware limited liability company (“Sublessee”). Sublessor and Sublessee hereby agree as follows:

1. Recitals: This Sublease is made with reference to the fact that BAYSIDE AREA DEVELOPMENT, LLC, as landlord (“Master Lessor”), and Sublessor, as tenant, entered into that certain lease, dated as of December 16, 2021 (the “Master Lease”), with respect to premises consisting of approximately 85,165 rentable square feet of space, located at 233 E. Grand Avenue, South San Francisco, California (the “Premises”). A copy of the Master Lease is attached hereto as Exhibit A.

2. Premises: Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, a portion of the Premises consisting of approximately 32,113 rentable square feet of space located on the second floor of the Premises (hereinafter, the “Subleased Premises”). The Subleased Premises are more particularly described on Exhibit B attached hereto. The square footage of the Subleased Premises shall be as set forth in this paragraph, notwithstanding any remeasurement. In connection with its use of the Subleased Premises, Sublessee shall also have the non-exclusive right to use the Common Areas (as defined in the Master Lease). Sublessee acknowledges and agrees that, (a) until the Demising Work is complete, the stairway between the second and third floors of the Premises will not be physically demised, (b) the Subleased Premises do not include any portion of the third floor of the Premises or any right to use or access the third floor or any furniture or equipment therein and (c) Sublessee shall not use or enter, and shall prevent its employees, agents, contractors, licensees and invitees from using or entering, the third floor of the Premises and any furniture or equipment therein. Sublessor shall not use or enter, and shall prevent its employees, agents, contractors, licensees and invitees from using or entering, the Subleased Premises (subject to Master Lessor’s right to enter the Subleased Premises pursuant to Section 27 of the Master Lease and subject to Sublessor’s right to enter the Subleased Premises pursuant to Section 27 of the Master Lease, as incorporated herein). Until the Demising Work is complete, while the Subleased Premises can be accessed from the third floor of the Premises, Sublessor shall install caution tape and a “no entry” sign across the top of the stairs to the third floor of the Premises. Sublessor represents that it has not occupied or conducted operations in the Subleased Premises.

### 3. Term:

A. Initial Term. The term (the “Term”) of this Sublease shall be for the period commencing on the later of the date of this Sublease and receipt of Master Lessor’s consent to this Sublease (the “Commencement Date”) and ending December 31, 2024 (the “Expiration Date”), unless this Sublease is sooner terminated pursuant to its terms or the Master Lease sooner expires pursuant to its terms. For the avoidance of doubt, the Subleased Premises shall be deemed delivered and early access provided when Sublessor provides Sublessee keys or other means of access thereto.

### 4. Rent:

A. Base Rent. Sublessee shall pay directly to Master Lessor as base rent for the Subleased Premises for each month during the Term the following amounts per month (“Base Rent”).

#### Months    Base Rent

1-12    \$183,044.10\*

13-Expiration Date \$189,450.64

\*So long as Sublessee is not in default under this Sublease beyond any applicable notice and cure period, Base Rent only for the first twelve (12) full calendar months of the Term shall be abated.

Base Rent and Additional Rent, as defined in Paragraph 4.B below, shall be paid on or before the first (1st) day of each month. Base Rent and Additional Rent for any period during the Term hereof which is for less than one (1) month of the Term shall be a pro rata portion of the monthly installment based on a thirty (30) day month. If an increase in Base Rent becomes effective on a date other than the first day of a calendar month, the Base Rent for that month shall be the sum of the two applicable rates, each prorated for the portion of the month during which the rate is in effect. Base Rent and Additional Rent shall be payable without notice or demand and without any deduction, offset, or abatement, in lawful money of the United States of America. Base Rent and Additional Rent shall be paid directly to Sublessor pursuant to ACH instructions provided by Sublessor from time to time or to an address as may be designated in writing by Sublessor from time to time.

**B. Additional Rent.** All monies other than Base Rent required to be paid by Sublessor under the Master Lease as to the Subleased Premises, including, without limitation, any amounts payable by Sublessor to Master Lessor as "Direct Expenses" (as defined in Section 4.2.2 of the Master Lease) and costs of utilities under Section 6.2 of the Master Lease, as incorporated herein, with respect to the Subleased Premises shall be paid by Sublessee hereunder as and when such amounts are due under the Master Lease, as incorporated herein. Sublessee shall be entitled to its Pro Rata Share of all credits, if any, given by Master Lessor to Sublessor for Sublessor's overpayment of such expenses to the extent paid by Sublessee. Sublessor shall promptly forward the appropriate invoices received from Master Lessor. For avoidance of doubt, Sublessee shall not be required to pay for any Additional TI Allowance Payment payable under the Master Lease. Sublessee shall also pay to Master Lessor its pro rata share based on the square footage of the Subleased Premises to the square footage of the Premises ("Pro Rata Share"), which amount may be equitably adjusted by Sublessor based on its reasonable determination of actual usage, within thirty (30) days of request by Sublessor, of the cost of any utilities that are not separately metered and not included in Direct Expenses and Sublessee's Pro Rata Share of Sublessor's actual and reasonable cost of performing any repairs or maintenance to the shared clean dry air and house vacuum systems or providing the services described in Paragraph 9.B and any other services that benefit the Subleased Premises (but excluding any capital improvements or expenditures except to the extent amortized over their useful lives as reasonably determined by Sublessor), and shall pay the entire cost of such amounts to the extent due to the misuse or excess use or negligence, willful misconduct or violation of this Sublease by Sublessee or its agent, employee or contractor. Sublessee shall also pay any gross receipts or rent tax payable with respect to this Sublease, but Sublessee shall not be required to pay any gross receipts or rent tax payable with respect to the Master Lease. All such amounts shall be deemed additional rent ("Additional Rent"). Base Rent and Additional Rent hereinafter collectively shall be referred to as "Rent". Notwithstanding anything to the contrary in the Sublease, Sublessee shall not be required to pay any Rent or perform any obligation that is required as a result of a default by Sublessor of any of its obligations under the Master Lease (except to the extent such default was due to the negligence or willful misconduct of Sublessee or its agents, employees, contractors, licensees or invitees or violation of this Sublease by Sublessee) or, except to the extent due to the negligence or willful misconduct of Sublessee or its agents, employees, contractors, licensees or invitees or violation of this Sublease by Sublessee, the misuse, negligence or willful misconduct of or by Sublessor or its agents, contractors or invitees or the violation of law by Sublessor.

**C. Payment of Thirteenth Month's Rent.** Within five (5) days after receipt of Master Lessor's consent to this Sublease, Sublessee shall pay directly to Master Lessor the sum of One Hundred Eighty-Nine Thousand Four Hundred Fifty and 64/100 Dollars (\$189,450.64), which shall constitute Base Rent for the thirteenth full calendar month of the Term.

**5. Security Deposit:** Within one hundred twenty (120) days after receipt of Master Lessor's consent to this Sublease, Sublessee shall deposit directly with Master Lessor Four Hundred Fifty Thousand Fifteen and 88/100 Dollars (\$450,015.88) (the "Security Deposit"), as security for the performance by Sublessee of the terms and conditions of this Sublease. If Sublessee fails to pay Rent or other charges due hereunder or otherwise

defaults with respect to any provision of this Sublease, then Sublessor may draw upon, use, apply or retain all or any portion of the Security Deposit for the payment of any Rent or other charge in default, for the payment of any other sum which Sublessor has become obligated to pay by reason of Sublessee's default, or to compensate Sublessor for any loss or damage which Sublessor has suffered thereby, including future rent damages under California Civil Code Section 1951.2, without prejudice to any other remedy provided herein or by law. Sublessee hereby waives the provisions of any law, now or hereafter in force, including, without limitation, California Civil Code Section 1950.7, that provides that Sublessor may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Sublessee, or to clean the Subleased Premises, it being agreed that Sublessor, in addition, may claim those sums reasonably necessary to compensate Sublessor for any other loss or damage, foreseeable or unforeseeable, caused by the act or omission of Sublessee, including future rent damages following the termination of this Sublease. If Sublessor so uses or applies all or any portion of the Security Deposit, then Sublessee, within ten (10) days after demand therefor, shall deposit cash with Sublessor in the amount required to restore the Security Deposit to the full amount stated above. Upon the expiration of this Sublease, Sublessor shall return to Sublessee so much of the Security Deposit as has not been applied by Sublessor pursuant to this paragraph, or which is not otherwise required to cure Sublessee's defaults. The Security Deposit shall be in the form of a letter of credit in form and substance reasonably satisfactory to Master Lessor in favor of Master Lessor delivered within one hundred twenty (120) days after receipt of Master Lessor's consent to this Sublease, in which case, the terms of Section 21 of the Master Lease, as incorporated herein, shall apply.

6. Holdover: In the event that Sublessee does not surrender the Subleased Premises by the Expiration Date in accordance with the terms of this Sublease, then unless Sublessee has entered into a direct lease with Master Lessor for the period following the expiration of this Sublease, Sublessee shall indemnify, defend, protect and hold harmless Sublessor from and against all loss and liability resulting from Sublessee's delay in surrendering the Subleased Premises and pay Sublessor holdover rent as provided in Section 16 of the Master Lease, as incorporated herein, and, if the holdover extends beyond the termination of the Master Lease, the terms of Section 16 of the Master Lease.

7. Repairs: The parties acknowledge and agree that except as expressly set forth in this Sublease, Sublessor has made no representations or warranties with respect to the condition of the Subleased Premises. Sublessor agrees to deliver the Subleased Premises to Sublessee in the condition in which the Subleased Premises are delivered to Sublessor under the Master Lease, subject to reasonable wear and tear, repairs that are Master Lessor's responsibility and casualty, and with the FF&E. If the Subleased Premises are not delivered in the condition required under Section 1.1.1 of the Master Lease, or if any of the Tenant Improvements within the Subleased Premises are not constructed by Master Lessor in accordance with the Master Lease, upon written request by Sublessee, Sublessor shall use commercially reasonable efforts (without requiring Sublessor to expend more than a nominal sum) to cause Master Lessor to correct the same at no cost to Sublessee (through Direct Expenses or otherwise). Sublessor shall have no obligation whatsoever to make or pay the cost of any alterations, improvements or repairs to the Subleased Premises, including, without limitation, any improvement or repair required to comply with any law. Master Lessor shall be solely responsible for performance of any repairs required to be performed by Master Lessor under the terms of the Master Lease. Sublessor shall, however, use Sublessor's reasonable efforts (without requiring Sublessor to spend more than a nominal sum) to obtain Master Lessor's performance without exercising Sublessor's rights under Section 7.3 of the Master Lease. Sublessee shall perform all repair and maintenance obligations of Sublessor under the Master Lease, as incorporated herein, including the "Tenant Repair Obligations" under Section 7.1 of the Master Lease, as incorporated herein. Without limiting the foregoing, Sublessee shall repair and maintain, pursuant to annual preventative maintenance agreements with certified vendors, the glass wash, autoclave, de-ionized water system and emergency equipment (including fire extinguishers, emergency showers and eyewash stations) in the Subleased Premises. Sublessor represents and warrants that, to its actual knowledge, without inquiry, all such systems and equipment are in good, working order and repair. Notwithstanding the foregoing, Sublessor shall repair and maintain in good condition and working order the clean dry air and house vacuum serving the Premises and the Subleased Premises in common.

**8. Assignment and Subletting:** Sublessee may not assign this Sublease, sublet the Subleased Premises, transfer any interest of Sublessee therein or permit any use of the Subleased Premises by another party (collectively, "Transfer"), without the prior written consent of Sublessor and Master Lessor (unless such consent is granted or the requirement to obtain such consent is waived by Master Lessor, including in Master Lessor's consent to this Sublease). Sublessor's consent shall not be unreasonably withheld, conditioned or delayed, but the consent of Sublessor may be withheld if Master Lessor's consent is not obtained. Sublessor's consent shall not be required for a transfer as described in the first sentence of Section 14.8 of the Master Lease, with references therein to "Tenant" to mean "Sublessee". Any Transfer shall be subject to the terms of Section 14 of the Master Lease, as incorporated herein.

**9. Use and Services:**

**A. Use by Sublessee.** Sublessee may use the Subleased Premises only for the Permitted Use (as defined in the Master Lease), other than for vivarium use. Sublessee shall not use, store, transport or dispose of any Hazardous Materials (as defined in the Master Lease) in or about the Subleased Premises except as expressly permitted under the Master Lease, as incorporated herein, including Section 5.3 thereof. Sublessee shall comply with all reasonable rules and regulations promulgated from time to time by Sublessor and Master Lessor. Sublessee shall be responsible for obtaining and maintaining in effect throughout the Term its own Hazardous Materials, medical waste and wastewater permits, its own Environmental Protection Agency identification number, and any required emergency equipment that is not already in the Subleased Premises (including fire extinguishers, emergency showers and eyewash stations) and for properly disposing of any hazardous or medical waste it generates.

**B. Services by Sublessor.** Sublessor shall provide to the Subleased Premises clean dry air and house vacuum; provided, however, Sublessor shall not be liable for the interruption of any such services for causes beyond Sublessor's reasonable control.

**C. Services by Master Lessor.** Upon written notice by Sublessor from time to time (which notice may be revoked by Sublessor in whole or part at any time and from time to time), Sublessee shall direct its inquiries with respect to badging, gym access, parking regulations and similar matters directly to Master Lessor's property manager; provided such inquiries do not result in additional charges by Master Lessor or third parties and Sublessee copies Sublessor on all such inquiries.

**10. Delivery and Acceptance:** Upon receipt of Master Lessor's consent to this Sublease, Sublessor shall deliver possession of the Subleased Premises to Sublessee. Sublessor shall use commercially reasonable efforts, at its sole cost and in a good and workmanlike manner and in compliance with applicable laws, prior to the forty-fifth (45<sup>th</sup>) day after the Commencement Date, to enclose the opening at the stairway between the Subleased Premises and third (3<sup>rd</sup>) floor of the Premises by walling off the stairway (floor to ceiling and including sound insulation) in a manner which minimizes the reduction of the usable area of the Subleased Premises, installing a ceiling at the top of the stairs (including sound insulation) or other commercially reasonable manner reasonably approved by Sublessee and Master Lessor (the "Demising Work"). In any event, Sublessor shall complete the Demising Work prior to occupancy (or access for preparation of occupancy) of the third (3<sup>rd</sup>) floor of the Premises by Sublessor or a third party. Such work may be performed before or during the Term and Sublessee shall not be entitled to any reduction in Rent or to any other compensation, and Sublessor shall not be liable for any disturbance or disruption as a result of such work. Sublessor, however, shall use commercially reasonable efforts to minimize disruption to Sublessee's business operations in performing such work without requiring work to be performed outside normal business hours or materially increasing the cost or delaying the schedule of such work.

**11. Improvements:** No alteration or improvements shall be made to the Subleased Premises, except in accordance with the Master Lease, and with the prior written consent of both Master Lessor and

Sublessor. Sublessor's consent shall not be unreasonably withheld, conditioned or delayed, but the consent of Sublessor may be withheld if Master Lessor's consent is not obtained.

12. Insurance: Waiver of Subrogation: Sublessee shall obtain and keep in full force and effect, at Sublessee's sole cost and expense, during the Term, the insurance required under Section 10 of the Master Lease, as incorporated herein. Sublessee shall name Master Lessor and Sublessor as additional insureds under its liability insurance policy. The release and waiver of subrogation set forth in Section 10.5 of the Master Lease, as incorporated herein, shall be binding on the parties.

13. Default: Sublessee shall be in default under this Sublease if Sublessee commits any act or omission which constitutes a default under the Master Lease, which has not been cured after delivery of written notice and passage of the applicable grace period provided in the Master Lease as modified, if at all, by the provisions of this Sublease. In the event of any default by Sublessee, Sublessor shall have all remedies provided pursuant to Section 19.2 of the Master Lease and by applicable law, including damages that include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the lessee proves could be reasonably avoided and the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations).

14. Surrender: Prior to expiration of this Sublease, unless Sublessee has entered into a direct lease with Master Lessor for the period following the expiration of this Sublease, Sublessee shall remove all of its trade fixtures and shall surrender the Subleased Premises to Sublessor in the condition required under the Master Lease, as incorporated herein and, if the Term of this Sublease is extended to be coterminous with the Lease Term under the Master Lease, in the condition described in the Master Lease, in each case except for repairs which are the responsibility of Sublessor under this Sublease. If the Subleased Premises are not so surrendered, then Sublessee shall be liable to Sublessor for all liabilities Sublessor incurs as a result thereof, including costs incurred by Sublessor in returning the Subleased Premises to the required condition. Notwithstanding the foregoing, in no event shall Sublessee be required to remove or restore any alterations or improvements or Lines (as defined in the Master Lease) existing in the Subleased Premises as of the date this Sublease is executed by Sublessor and Sublessee and Master Lessor's consent to this Sublease is obtained or the Demising Work.

15. Broker: Sublessor and Sublessee each represents to the other that it has dealt with no real estate brokers, finders, agents or salesmen other than Innovation Real Estate Group, dba Innovation Properties Group (IPG), representing Sublessee, and Cornish & Carey Commercial dba Newmark representing Sublessor, in connection with this transaction. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees or other compensation made by any other agent, broker, salesman or finder as a consequence of such party's actions or dealings with such agent, broker, salesman, or finder.

16. Notices: Unless at least five (5) days' prior written notice is given in the manner set forth in this paragraph, the address of each party for all purposes connected with this Sublease shall be the applicable address set forth below its signature at the end of this Sublease. All notices, demands or communications in connection with this Sublease shall be (a) personally delivered; or (b) properly addressed and (i) submitted to an overnight courier service, charges prepaid, or (ii) deposited in the mail (certified, return receipt requested, and postage prepaid). Notices shall be deemed delivered upon receipt, if personally delivered, one (1) business day after being submitted to an overnight courier service and three (3) business days after mailing, if mailed as set forth above; provided that, to be valid, notices to Sublessor must also be emailed to cgarrett@graphitebio.com or such other email as may be provided by Sublessor from time to time and notices to Sublessee must also be emailed to lquan@soleil.bio or such other email as may be provided by Sublessee from time to time. All notices given to Master Lessor under the Master Lease shall be considered received only when delivered in accordance with the Master Lease.

17. Miscellaneous: Sublessor has not had an inspection of the Premises performed by a Certified Access Specialist as described in California Civil Code § 1938. A Certified Access Specialist (CASp) can inspect the Subleased Premises and determine whether the Subleased Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Subleased Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Subleased Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Subleased Premises. Capitalized terms used but not defined in this Sublease shall have the meanings ascribed to such terms in the Master Lease.

18. Other Sublease Terms:

A. Incorporation by Reference. Except as set forth below, the terms and conditions of this Sublease shall include all of the terms of the Master Lease and such terms are incorporated into this Sublease as if fully set forth herein, except that: (i) each reference in such incorporated sections to "Lease" shall be deemed a reference to "Sublease"; (ii) each reference to the "Premises", "Lease Term" and "Base Rent" shall be deemed a reference to the "Subleased Premises", "Term" and "Base Rent" under this Sublease, respectively; (iii) each reference to "Landlord" and "Tenant" shall be deemed a reference to "Sublessor" and "Sublessee", respectively, except as otherwise expressly set forth herein; (iv) with respect to work, services, repairs, restoration, insurance, indemnities (except for the indemnity by Sublessor pursuant to the second to last sentence of Section 10.1 of the Master Lease, incorporated herein, with respect to the matters set forth therein and the indemnity by Sublessor pursuant to Section 5.3.1.4.3 of the Master Lease, incorporated herein, with respect to Hazardous Materials Released by Sublessor), representations, warranties or the performance of any other obligation of Master Lessor under the Master Lease, the sole obligation of Sublessor shall be to request the same in writing from Master Lessor as and when requested to do so by Sublessee, and to use Sublessor's reasonable efforts (without requiring Sublessor to spend more than a nominal sum) to obtain Master Lessor's performance; (v) with respect to any obligation of Sublessee to be performed under this Sublease, wherever the Master Lease grants to Sublessor a specified number of days to perform its obligations under the Master Lease, except as otherwise provided herein, Sublessee shall have three (3) fewer days to perform the obligation, including, without limitation, curing any defaults, or one-half the time period permitted under the Master Lease (rounding up for partial days), which ever allows Sublessee the greater amount of time; (vi) with respect to any approval required to be obtained from the "Landlord" under the Master Lease, such consent must be obtained from both Master Lessor and Sublessor, and the approval of Sublessor may be withheld if Master Lessor's consent is not obtained; (vii) in any case where the "Landlord" reserves or is granted the right to manage, supervise, control, repair, alter, regulate the use of, enter or use the Premises or any areas beneath, above or adjacent thereto, perform any actions or cure any failures, such reservation or right shall be deemed to be for the benefit of both Master Lessor and Sublessor; (viii) in any case where "Tenant" is to indemnify, release or waive claims against "Landlord", such indemnity, release or waiver shall be deemed to cover, and run from Sublessee to, both Master Lessor and Sublessor; (ix) in any case where "Tenant" is to execute and/or deliver certain documents or notices to "Landlord", such obligation shall be deemed to run from Sublessee to both Master Lessor and Sublessor; (x) all payments shall be made to Sublessor; (xi) Sublessee shall pay all consent and review fees set forth in the Master Lease to each of Master Lessor and Sublessor and any caps shall apply separately to Master Lessor and Sublessor (with respect to a further subsubleasing of the Subleased Premises, an assignment of the Sublease by Sublessee or alterations constructed by Sublessee and other actions under the Master Lease by Sublessee as to which consent or review fees are payable); (xii) Sublessor's obligations under Section 4 are limited to forwarding statements and refunds provided by Master Lessor, and Sublessee shall have no right to dispute or, unless allowed by Master Lessor (in which case, the terms of Section 4.6 shall apply to Sublessee), audit such statements; (xiii) each reference to Lease Commencement Date shall mean the Commencement Date of this Sublease, except in Sections 4.2.4(p) and 5.3.1.2; and (xiv) each reference to Permitted Use shall mean the use permitted under Paragraph 9.A of this Sublease. Except as expressly provided

in Paragraph 4.A above, under no circumstances shall rent abate under this Sublease except to the extent that rent correspondingly abates under the Master Lease as to the Subleased Premises.

Notwithstanding the foregoing, the following provisions of the Master Lease shall not be incorporated herein: introductory paragraph, Summary of Basic Lease Information (except Sections 2.1, 7 and 9), Sections 1.1.1, 1.1.2 (the first sentence), 1.1.4, 1.2, 1.3, 2.1 (except the first, third and fourth sentences), 2.2.1 (except the last sentence), 2.2.2 (the first sentence), 3, 4.2.6, 4.6 (unless Master Lessor allows Sublessee to audit its expenses), 5.3.1.4.3 (except with respect to the indemnity for Hazardous Materials Released by Sublessor and the nonliability provisions with respect to Hazardous Materials that exist in, on or about the Project as of the date hereof or Hazardous Materials Released by Master Lessor or any "Landlord Parties" under the Master Lease), 6.1 (the first clause in the last sentence), 6.5 (the clause beginning with "which" and ending with "Landlord's Work"), 6.6, 7.3, 8.5 (the last four sentences), 14.3 (the penultimate sentence and the parentheticals in the second sentence), 14.8, 18 (the first and third sentences), 21 (provided, however, if Sublessee provides the Security Deposit in the form of a letter of credit ("L-C"), the terms of Section 21 shall be incorporated, with references to the L-C Amount to be the amount of the Security Deposit), 23.1 (the parenthetical in subpart (i), subparts (iii) and (b), the penultimate sentence and, only to the extent it would reduce Sublessor's signage rights as to the remainder of the Premises, the last sentence), 28 (the fourth and last four sentences), 29.18, 29.24; Exhibits A, B, F, G and H. In addition, notwithstanding subpart (iii) above, (a) references in the following provisions to "Landlord" shall mean Master Lessor only: Sections 1.1.2(iii), 1.1.3, 4.2.4, 6.1 (the first sentence), 6.5 (the second sentence), 7.2, 8.4 (the last reference in the first sentence), 10.2, 11.1 (the second and third sentences), 11.2 (except the last instance), 13 (the first sentence), 15.2 (the last reference of the first sentence), 23.1 (last sentence), 29.13 (the first sentence), 29.26 (the first sentence) and 29.29.1; (b) references in the following provisions to "Landlord" shall mean Master Lessor and Sublessor: Sections 4.5, 5.3.1.2, 5.3.2, 5.3.4.1, 10.3.4, 10.4, 17, 24 (the third sentence) and 26.2; (c) the last two (2) references to "Landlord" in the second sentence of Section 10.1 of the Master Lease shall mean Master Lessor or Sublessor; (d) Tenant's Share shall mean 37.71% of the Premises and 21.64% of the Building; (e) subject to Master Lessor's approval, Sublessor agrees that "Soleil", "Soleil Labs" and "Soleil Labs, LLC" are not Objectionable Names, (f) in Section 14.3, Sublessee shall pay Sublessor the entire premium payable to Master Lessor under the Master Lease, plus fifty percent (50%) of any remaining Transfer Premium; and (g) the reference in the second sentence of Section 8.1 to \$100,000 shall be to \$50,000.

**B. Assumption of Obligations.** This Sublease is and at all times shall be subject and subordinate to the Master Lease and the rights of Master Lessor thereunder. Sublessee hereby expressly assumes and agrees: (i) to comply with all provisions of the Master Lease which are incorporated hereunder; and (ii) to perform all the obligations on the part of the "Tenant" to be performed under the terms of the Master Lease during the Term of this Sublease that are incorporated hereunder (except for those obligations which are expressly the obligations of Sublessor under this Sublease). In the event the Master Lease is terminated for any reason whatsoever, this Sublease shall terminate simultaneously with such termination (unless Master Lessor or a successor tenant agrees to permit Sublessee to continue to occupy the Subleased Premises on the terms of this Sublease for the remainder of the Term), without any liability of Sublessor to Sublessee. Notwithstanding anything to the contrary herein, Sublessor shall not, without Sublessee's prior written consent, or amend any provisions of the Master Lease or make any elections, exercise any right or remedy or give any consent or approval under the Master Lease in each case that would adversely affect Sublessee's use or occupancy of the Subleased Premises or increase Sublessee's liability hereunder without Sublessee's consent. In the event of a conflict between the provisions of this Sublease and the Master Lease, as between Sublessor and Sublessee, the provisions of this Sublease shall control. In the event of a conflict between the express provisions of this Sublease and the provisions of the Master Lease, as incorporated herein, the express provisions of this Sublease shall prevail. The parties acknowledge that, concurrently herewith, (a) Sublessor is entering into an amendment of the Master Lease that will allow Master Lessor to terminate the Master Lease in whole or part at any time, (b) Sublessee is entering into a direct lease of the Subleased Premises with Master Lessor that commences immediately upon termination of this Sublease and (c) the parties are entering into a consent to this Sublease with Master Lessor whereby Master Lessor agrees to perform all obligations of Sublessor under this Sublease.

Accordingly, Sublessee agrees to look solely to Master Lessor to perform such obligations under this Sublease and that Sublessor shall have no liability to Sublessee under this Sublease, including as a result of any termination of the Master Lease.

19. Conditions Precedent: This Sublease and Sublessor's and Sublessee's obligations hereunder are conditioned upon the written consent of Master Lessor in form and substance acceptable to Sublessor and Sublessee in their good faith discretion, which consent (or direct lease agreement) unless waived by Sublessee, must include nondisturbance protection for Sublessee. The execution of Master Lessor's consent form shall be deemed the agreement by the signing party that the consent is in acceptable form. Each party shall use commercially reasonable efforts to obtain such consent. Promptly upon request of Master Lessor, Sublessee shall execute an attornment agreement in commercially reasonable form. Sublessor shall pay all consent and review fees set forth in the Master Lease to obtain Master Lessor's consent to this Sublease.

20. Termination; Recapture: Notwithstanding anything to the contrary herein, Sublessee acknowledges that, under the Master Lease, both Master Lessor and Sublessor have certain termination and recapture rights under Sections 11, 13 and 14.4 of the Master Lease. Nothing herein shall prohibit Master Lessor or Sublessor from exercising any such rights and neither Master Lessor nor Sublessor shall have any liability to Sublessee as a result thereof. In the event Master Lessor or Sublessor exercise any such termination or recapture rights as to all of the Subleased Premises, this Sublease shall terminate without any liability to Master Lessor or Sublessor.

21. Intentionally Omitted.

22. Parking and Signage. Sublessee shall have the right to park in eighty (80) parking spaces in the on-site parking lot and garage that serves the Building, on an unreserved basis, as provided in Section 28 of the Master Lease, as incorporated herein. Subject to Master Lessor's and Sublessor's consent (with Sublessor's consent not to be unreasonably withheld, conditioned or delayed) and Section 23 of the Master Lease, as incorporated herein, and provided the same do not reduce or diminish Sublessor's signage rights as to the remainder of the Premises, Sublessee shall have the right to install its name and/or logo on (i) the existing Building monument sign and any future tenant identification sign at the entrance to the Project, (ii) Building entrance, internal lobby directional and lobby identification signs and (iii) a suite identification sign at the entrance to the Subleased Premises or elevator lobby on the second floor.

23. Furniture, Fixtures and Equipment: Sublessee shall have the right to use during the Term the furniture, fixtures and equipment within the Subleased Premises which are identified on Exhibit C attached hereto (the "FF&E") at no additional cost to Sublessee. The FF&E is provided in its "AS IS, WHERE IS" condition, without representation or warranty whatsoever. Sublessee shall insure the FF&E under the property insurance policy required under the Master Lease, as incorporated herein, and pay all taxes with respect to the FF&E. Sublessee shall maintain the FF&E in the condition received, reasonable wear and tear excepted, and shall be responsible for any loss or damage to the same occurring during the Term. Sublessee shall surrender the FF&E to Sublessor upon the termination of this Sublease in the same condition as exists as of the Commencement Date, reasonable wear and tear excepted. Sublessee shall not remove any of the FF&E from the Subleased Premises without first providing not less than five (5) days advance written notice to Sublessor of the items to be removed and offering to move such items as requested by Sublessor elsewhere in the Premises outside of the Subleased Premises. If Sublessor timely accepts such offer, Sublessee shall relocate the items designated by Sublessor as directed by Sublessor at Sublessee's sole cost. If Sublessor does not accept such offer as to all of the items, Sublessee may relocate the other items to a storage facility reasonably approved by Sublessor and must return such items to the Subleased Premises on or before the termination of this Sublease unless the FF&E is conveyed to Sublessee as provided herein. Notwithstanding the foregoing, provided this Sublease is not terminated early due to a default by Subtenant beyond any applicable notice and cure period, which conditions may be waived by Sublessor in its sole discretion by delivering written notice to Sublessee,

then upon the termination of this Sublease, the FF&E shall become the property of Sublessee, and Sublessee shall accept the same in its "AS IS, WHERE IS" condition, without representation or warranty whatsoever.

24. Sublessor Representations: Sublessor represents and warrants that (a) the Master Lease is in full force and effect, and there exists under the Master Lease no default beyond applicable notice and cure periods by either Sublessor, or to Sublessor's knowledge, Master Lessor, nor, to Sublessor's knowledge, has there occurred any event which, with the giving of notice or passage of time or both, could constitute such a default, and (b) the copy of the Master Lease attached hereto as Exhibit A is a true, correct and complete copy of the Master Lease.

25. Rooftop Space: Sublessee shall be entitled to Sublessee's Pro Rata Share of the Rooftop Space (as defined in the Master Lease) to which Sublessor is entitled under the Master Lease.

26. Access; Security System: Sublessee shall have access to the Subleased Premises twenty-four (24) hours a day, seven (7) days a week, subject to the terms of the Master Lease. Sublessee shall have the right to use any existing card readers in place and, subject to the terms of Paragraph 11, to install a new security system to secure access to the Subleased Premises.

27. Microbulk System: Subject to Paragraph 11, Sublessee shall have access to the existing microbulk piping system for centralized gas delivery to the Subleased Premises; provided, however, Sublessee will need to install its own microbulk tank(s) used for gas storage on a portion of the dedicated concrete pad on the ground level of the Building that was constructed for purposes of securing such tank(s), in compliance with Paragraph 11 hereof; provided, however, that should Sublessee's installation of such tank(s) not allow for other occupants of the third floor of the Building that would otherwise have access to such system to install their own gas storing tank(s) such that they are unable to use the microbulk system, Sublessee will reasonably cooperate with such other occupants and provide such other occupants the ability to share in the use of Sublessee's gas and gas storage tank(s) as necessary for such occupants to utilize the microbulk system for gas delivery to the space in the Building they are occupying, in return for such other occupants' paying their pro rata share of the tank rentals and gas supply.

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

SUBLESSOR: SUBLESSEE:

GRAPHITE BIO, INC., SOLEIL LABS, LLC,  
a Delaware corporation a Delaware limited liability company

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

Address: Graphite Bio, Inc. Address for Notices:  
611 Gateway Blvd. Suite 120  
South San Francisco, CA 94080 The Premises  
Attn: Chief Strategic Officer

EXHIBIT A

MASTER LEASE

EXHIBIT B

SUBLEASED PREMISES

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EXHIBIT C

<b>Office Area</b>			
<b>Location</b>	<b>Qty</b>	<b>Description</b>	
<b>Open Office 205</b>	20	Sit Sand Desk	
	20	Rolling file pedestal with cushion	
	20	Power Pack	
	20	Chair	
	8	Full End caps	
	2	1/2 End Caps	
	7	Power Beams (4 short, 3 long)	
	20	Dividers	
	<b>Open office 220</b>	16	Sit Sand Desk
		16	Rolling file pedestal with cushion
16		Power Pack	
16		Chair	
4		Full End caps	
4		Power Beams	
16		Dividers	
<b>Wellness 206</b>	1	Chair	
	1	Ottoman	
	1	Side Table	
	1	Coat Hanger	
	3	Decorative mirrors	
	2	Shelves	
	1	Full length mirror	
	1	Summit undercounter refrigerator	
	<b>Phone room 207, 208, 211, 212</b>	1	Sit Sand Desk
		1	Pouf
1		Chair	
<b>Office 210</b>	20	Sit Sand Desk	
	20	Rolling file pedestal with cushion	
	20	Power Pack	
	20	Chair	
	4	Full End caps	
	2	1/2 End Caps	
	3	Power Beams	
	20	Dividers	
<b>Huddle 221, 222, 223, 224, 228, 229, 230</b>	5	Chairs	
	1	Table	
	1	Power Pack	

FF&E

Location	Qty	Description
<b>Below Stair 240</b>	2	Benches
	2	Square coffee tables
	2	Computer Tables
<b>Breakroom 215</b>	3	Refrigerator Freezers
	2	Microwaves
	1	Dishwasher
	6	Tables
	24	Chairs
<b>Seating 225</b>	1	3 Section banquet
	6	Counter stools
	3	Tables
	3	Chairs
	3	Casual Seating Chairs
	6	Side Table
<b>Podcast 227</b>	2	Training tables
<b>Huddle 218</b>	4	Nesting Chairs
	1	Sit Sand Desk
	1	Credenza
<b>Informal Meeting 219</b>	1	Desk Chair
	2	Side chairs
	4	Training tables
	8	Chairs
	1	Monitor
	1	Power Pack
	2	Casual Seating Chairs
	1	Table
<b>Meeting 220 and 221</b>	1	Trash can
	24	Nesting Chairs
	80	Stacking chairs (4 carts)
	2	D10s
<b>Informal Meeting 235</b>	8	Tables
	2	Casual Seating Chairs
	2	Side Table



**FIRST AMENDMENT TO LEASE**

This First Amendment to Lease (this "**Amendment**") is entered into as of the 26th day of October, 2023 (the "**Amendment Effective Date**"), by and between BAYSIDE AREA DEVELOPMENT, LLC, a Delaware limited liability company (" XE "Landlord" **Landlord**"), and GRAPHITE BIO, INC., a Delaware corporation (" XE "Tenant" **Tenant**").

**RECITALS:**

A. Landlord and Tenant entered into that certain Lease (the "**Lease**") dated December 16, 2021, whereby Landlord leases to Tenant, and Tenant leases from Landlord, that certain space more particularly described in the Lease (the "**Premises**") in the building located at 233 E Grand Avenue, South San Francisco 94080 (the "**Building**").

B. Tenant and Landlord desire to enter into this Amendment in order to modify the Lease Expiration Date of the Lease and to release one another from their respective obligations thereunder from and after the Amendment Effective Date, except as otherwise provided herein.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals and the conditions and the covenants hereinafter contained, and for other consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

1. **Capitalized Terms.** Each capitalized term when used herein shall have the same respective meaning as is given such term in the Lease, unless expressly provided otherwise in this Amendment.

**2. Lease Expiration Date.**

2.1 **Modification of Lease Expiration Date.** Landlord and Tenant hereby acknowledge and agree that the Lease Expiration Date is currently April 25, 2033. Landlord and Tenant hereby agree that, conditioned upon Tenant's timely surrender of the Premises and "FF&E" (as defined below) pursuant to the terms hereof and the payment of the amount due under Section 5 hereof, the Lease Expiration Date is hereby modified to be December 31, 2024 (such date, the "**New Lease Expiration Date**").

2.2 **Landlord Right to Accelerate Lease Expiration Date.** Notwithstanding anything in the contrary in the Lease, Landlord shall have the right, in Landlord's sole and absolute discretion without reference to any reasonableness standard, at any time from and after October 1, 2023 to further modify and accelerate the New Lease Expiration Date with respect to the first (1<sup>st</sup>) floor of the Premises (the "**First Floor Premises**") or any portion thereof, the third (3<sup>rd</sup>) floor of the Premises (the "**Third Floor Premises**") or any portion thereof, or any combination of the First Floor Premises and Third Floor Premises (including the entirety of both the First Floor Premises and Third Floor Premises), on and subject to the following terms and conditions. Landlord shall provide written notice to Tenant of Landlord's election to further modify the New Lease Expiration Date (the "**Expiration Date Notice**") by delivery of such Expiration Date Notice not less than five (5) days prior to the new lease expiration date set forth in such Expiration Date Notice (such date, the "**Accelerated Lease Expiration Date**"), and therein Landlord shall designate the portion of the First Floor Premises and/or Third Floor Premises that the Accelerated Lease Expiration Date applies to. If Landlord so delivers the Expiration Date Notice to Tenant, then (i) the Lease with respect to the designated portion of the First Floor Premises and/or Third Floor Premises shall terminate as of the Accelerated Lease Expiration Date set forth in Landlord's Expiration Date Notice, and Tenant shall surrender and quit the applicable portion of the First Floor Premises and/or Third Floor Premises, in the surrender condition required by the terms of this Amendment, not later than the Accelerated Lease Expiration Date, and (ii) in consideration for such further acceleration of the New Lease Expiration Date by Landlord, Landlord shall deliver to Tenant a fee in an amount equal to the product of (x) \$20,000.00, (y) the number of full calendar months between the Accelerated Lease Expiration Date and the New Lease Expiration Date, and (z) the

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aggregate number of floors (and/or or fractions thereof, if applicable) that the Accelerated Lease Expiration Date applies to (the “**Landlord Acceleration Fee**”). For the avoidance of doubt, to the extent that Landlord delivers an Expiration Date Notice with respect to less than the entirety of the First Floor Premises and Third Floor Premises, Landlord shall retain the right set forth in this Section 2 to again accelerate the New Lease Expiration Date with respect to any remaining portion of the First Floor Premises and/or Third Floor Premises to which the Accelerated Expiration Date does not then apply. Notwithstanding the foregoing, Landlord also shall retain all rights and remedies at law, in equity and under the Lease arising out of any failure by Tenant to surrender possession of the Premises as and when required prior to the Accelerated Lease Expiration Date. To the extent that Landlord delivers an Expiration Date Notice, Landlord shall have the right to cause Tenant to enter into an additional amendment to the Lease in order to document the Accelerated Expiration Date and any other changes to the Lease resulting therefrom.

**3. Sublease of Second Floor of Premises.** Concurrently with the execution of this Amendment, Tenant shall be subleasing the second (2<sup>nd</sup>) floor of the Premises (the “**Second Floor Premises**”) to SOLEIL LABS, LLC, a Delaware limited liability company (the “**Subtenant**”) until the New Lease Expiration Date, pursuant to that certain Sublease dated October 26, 2023 (the “**Soleil Sublease**”), and Landlord shall be consenting to such sublease pursuant to the terms of a separate consent to sublease document (also to be concurrently executed herewith). In connection with the Soleil Sublease, Tenant hereby agrees to deliver to Landlord upon execution of this Amendment, in addition to the First Amendment Fee (defined below), the sum of \$100,000.00 in connection with Landlord performing certain stairway demising work described in the Soleil Sublease, and Landlord shall use such funds to pay for Landlord's actual, reasonable costs for such stairway demising work performed, with any remaining unused balance to be returned by Landlord to Tenant.

**4. Surrender of Premises; Bill of Sale for Tenant's FF&E.** Tenant hereby agrees to vacate the Premises and, subject to the interests of Subtenant under the Soleil Sublease, surrender and deliver exclusive possession of the Premises to Landlord on or before the New Lease Expiration Date (or the Accelerated Lease Expiration Date, if applicable) in accordance with the provisions of the Lease in its presently existing, as-is condition, reasonable wear and tear, damage caused by casualty, repairs required as a result of condemnation, repairs which are specifically made the responsibility of Landlord under the Lease, and actions of Subtenant, Landlord or third parties after the Amendment Effective Date, excepted. In connection with the foregoing, subject to the interests of Subtenant under the Soleil Sublease, Tenant shall surrender along with the Premises the "Tenant's FF&E" (as that term is defined below) and concurrently with Tenant's execution of this Amendment, Tenant shall execute and deliver a Bill of Sale in a form materially consistent with the form attached hereto as Exhibit A (the "**Bill of Sale**"), and thereafter Landlord shall deliver consideration in the amount of One and 00/100 Dollar (\$1.00) for Landlord's purchase of the "Tenant's FF&E" (as the same is listed and described on Schedule 1 to Exhibit A attached hereto).

**5. Consideration to Landlord; Return of Letter of Credit to Tenant.** In consideration for Landlord's execution of this Amendment, Tenant shall deliver to Landlord upon execution of this Amendment the sum of \$36,704,568.00 (the "**First Amendment Fee**"), which First Amendment Fee is comprised of (i) \$11,582,022.00, representing the Rent obligations of Tenant (i.e., Base Rent, Tenant's Share of Direct Expenses, Additional Monthly Base Rent and other Additional Rent) for the First Floor Premises and the Third Floor Premises during the period between the Amendment Effective Date and the New Lease Expiration Date, (ii) \$4,346,468.00, representing the difference between the Rent obligations due and owing by Tenant under the Lease for the Second Floor Premises (during the period between the Amendment Effective Date and the New Lease Expiration Date) and the rent to be paid by the Subtenant for such period pursuant to the Soleil Sublease, and (iii) \$20,776,078.00, representing a termination fee in consideration for Landlord's execution of this Amendment. To the extent, however, Tenant has made any payments of Rent under the Lease allocable to periods occurring after October 31, 2023, such First Amendment Fee shall be recalculated to take into account and provide a credit for any such Rent payment. Landlord and Tenant hereby acknowledge that, in accordance with Article 21 of the Lease, Tenant has previously delivered to Landlord an L-C in the amount of \$1,601,783.32 as the security for the faithful performance by Tenant of the terms, covenants and conditions of the Lease. Pursuant and subject to the terms of the Lease, in connection with the modifications set forth in this Amendment, Landlord shall reasonably cooperate with Tenant to terminate the L-C, including delivering such documents as reasonably required by the Bank to permit such termination and rescission of the L-C within sixty (60) days following the Amendment Effective Date.

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**6. Release of Tenant Liability.** Except with respect to obligations set forth in the Lease that accrued prior to the Amendment Effective Date that survive the expiration or termination of the Lease, including, without limitation, Tenant's indemnity obligations, and except as provided in Sections 5, 7 and 8 hereof, and conditioned on the performance by the parties of the provisions of this Amendment, Tenant shall, as of the Amendment Effective Date, be fully and unconditionally released and discharged from its obligations arising after the Amendment Effective Date from or connected with the provisions of the Lease including all payments due under the Lease, except with respect to (i) any liabilities related to the Premises as a result of Tenant's gross negligence or willful misconduct after the Amendment Effective Date (and in connection therewith Landlord hereby agrees that Tenant's failure to perform its obligations under the Lease from and after the Amendment Effective Date shall not be considered gross negligence or willful misconduct), and (ii) Tenant's obligations set forth in this Amendment (expressly including Section 4 and Section 8 hereof).

**7. Representations of Tenant and Landlord.** Tenant represents and warrants to Landlord that (a) Tenant has not heretofore assigned or sublet all or any portion of its interest in the Lease, except with respect to the Soleil Sublease; (b) no other person, firm or entity has any right, title or interest in the Lease through Tenant; (c) Tenant has the full right, legal power and actual authority to enter into this Amendment and to modify the Lease Expiration Date without the consent of any person, firm or entity; and (d) Tenant has the full right, legal power and actual authority to bind Tenant to the terms and conditions hereof. Tenant further represents and warrants to Landlord that as of the date hereof there are no, mechanic's liens or other liens encumbering all or any portion of the Premises, and from and after the Amendment Effective Date Tenant shall not cause any mechanic's liens or other liens to encumber all or any portion of the Premises by virtue of any act or omission on the part of Tenant, its predecessors, contractors, agents, employees, successors or assigns (excluding Subtenant). Landlord represents and warrants to Tenant that the Project is not currently subject to any ground lease, or to the lien of any mortgage or deed of trust. Notwithstanding the modification of the Lease Expiration Date and the release of liability provided for herein, the representations and warranties set forth in this Section 7 shall survive the New Lease Expiration Date and each party shall be liable to the other for any inaccuracy or any breach thereof.

**8. Continuing Liability.** Notwithstanding the modification of the Lease Expiration Date and the release of liability provided for herein, Tenant shall remain liable, with respect to the period of its tenancy prior to the Amendment Effective Date, for the performance of all of its obligations under the Lease and Landlord shall have all the rights and remedies with respect to such obligations as set forth in the Lease. In the event that Tenant retains possession of the Premises or any part thereof after the New Lease Expiration Date, subject to the terms of the Soleil Sublease, then the provisions of Article 16 of the Lease shall apply.

**9. Attorneys' Fees.** Should any dispute arise between the parties hereto or their legal representatives, successors and assigns concerning any provision of this Amendment or the rights and duties of any person in relation thereto, the party prevailing in such dispute shall be entitled, in addition to such other relief that may be granted, to recover reasonable attorneys' fees and legal costs in connection with such dispute.

**10. Governing Law.** This Amendment shall be governed and construed under the laws of the State of California.

**11. Counterparts; Signatures.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. Signatures of the parties transmitted by telefacsimile or electronic mail PDF format shall be deemed to constitute originals and may be relied upon, for all purposes, as binding the transmitting party hereto. The parties intend to be bound by the signatures transmitted by telefacsimile or electronic mail PDF format, are aware that the other party will rely on such signature, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

**12. Binding Effect.** This Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective legal representatives, successors and assigns.

**13. Time of the Essence.** Time is of the essence of this Amendment and the provisions contained herein.

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14. **Further Assurances.** Landlord and Tenant hereby agree to execute such further documents or instruments as may be necessary or appropriate to carry out the intention of this Amendment.

15. **Voluntary Agreement.** The parties have read this Amendment and mutual release as contained herein, and on the advice of counsel they have freely and voluntarily entered into this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

**LANDLORD:**

BAYSIDE AREA DEVELOPMENT, LLC,  
a Delaware limited liability company

By:

Name:

Its:

**TENANT:**

GRAPHITE BIO, INC.,  
a Delaware corporation

By:

Name:

Its:

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**EXHIBIT A**

**FORM OF BILL OF SALE**

**BILL OF SALE**

This Bill of Sale ("**Agreement**") is made and entered into as of October 26, 2023, from GRAPHITE BIO, INC., a Delaware corporation ("**XE "Tenant" Owner**"), to BAYSIDE AREA DEVELOPMENT, LLC, a Delaware limited liability company ("**XE "Landlord" Buyer**").

**RECITALS**

A. Concurrent with, the consummation of this Agreement, Owner and Buyer shall execute that certain First Amendment to Lease (the "**Lease Amendment**") by and between Owner, as tenant, and Buyer, as landlord, with respect to that certain premises (the "**Premises**") more particularly described in that certain Lease (the "**Lease**") dated December 16, 2021, in the building located at 233 E Grand Avenue, South San Francisco 94080 (the "**Building**"); and

B. Owner is the owner of various furniture, fixtures, equipment and cabling which is currently located in the Premises (as set forth on Schedule 1 attached hereto, the "**Tenant's FF&E**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Buyer agree as follows:

**TERMS AND CONDITIONS**

1. Consideration. As consideration for the sale of the Tenant's FF&E by Owner to Buyer, Buyer hereby agrees to pay to Owner the amount of One and 00/100 Dollar (\$1.00) (the "**Purchase Price**").

2. Transfer and Assignment. Subject to the terms and provisions contained herein (including the contingencies set forth in Paragraph 10 hereof), as of the date of this Agreement, Owner transfers and conveys to Buyer all of its right, title and interest in and to the Tenant's FF&E, free and clear of all liens, encumbrances and security interests created by Owner, but subject to the rights of Subtenant under the Soleil Sublease (as defined in the Lease Amendment). Buyer accepts the transfer and conveyance of the right, title and interest of Owner in and to the Tenant's FF&E subject to the provisions contained herein. Buyer accepts the Tenant's FF&E in its currently existing "as-is" condition.

3. Inspection of the Tenant's FF&E. Buyer has inspected the Tenant's FF&E and determined that it is acceptable to Buyer. Owner has not made, and shall not be bound by, any statements, agreement, or representations regarding the Tenant's FF&E not specifically set forth herein.

4. NO WARRANTY FOR MERCHANTABILITY AND FITNESS. BUYER AGREES THAT OWNER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR CONDITION OF SAME, ARE HEREBY EXCLUDED BOTH AS TO THE TENANT'S FF&E AND AS TO MAINTENANCE OR REPAIR WORK PERFORMED BY OWNER, IF ANY, ON THE TENANT'S FF&E. BUYER HEREBY ACCEPTS THE TENANT'S FF&E ON AN "AS-IS" "WHERE-IS" BASIS WITH ALL FAULTS. IT IS EXPRESSLY AGREED THAT OWNER SHALL HAVE NO RESPONSIBILITY TO REPAIR, MAINTAIN, REPLACE, OR OTHERWISE CARE FOR THE TENANT'S FF&E ON AND AFTER THE DATE HEREOF. OWNER AND BUYER AGREE THAT THE DISCLAIMERS OF WARRANTIES AS CONTAINED IN THIS PARAGRAPH ARE CONSPICUOUS.

5. RELEASE AND COVENANT NOT TO SUE. AS AN INDUCEMENT TO, AND AS FURTHER CONSIDERATION FOR OWNER AGREEING TO SELL THE TENANT'S FF&E TO BUYER UPON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, BUYER COVENANTS AND AGREES THAT IT SHALL FOREVER RELEASE OWNER, AND COVENANTS NOT TO SUE OWNER, WITH RESPECT TO ANY MATTER ARISING OUT OF THE TENANT'S FF&E, INCLUDING, WITHOUT LIMITATION, ITS CONDITION

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REGARDLESS OF WHETHER SUCH CONDITION IS KNOWN OR UNKNOWN AND/OR WHETHER SUCH CONDITION IS LATENT OR PATENT. THE FOREGOING RELEASE AND COVENANT NOT TO SUE SHALL APPLY TO ALL CLAIMS AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS OR CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH, PROPERTY DAMAGE AND CLAIMS FOR CONTRIBUTION.

6. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Buyer regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except to the extent expressly set forth in this Agreement, no representations, warranties, or agreements have been made by Owner or Buyer with respect to this Agreement or the obligations of Owner or Buyer in connection therewith.

7. Severability. If any provisions of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

8. Voluntary Agreement. The parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily. This Agreement and each provision of this Agreement was negotiated by the parties and therefore, neither this Agreement nor any provision of this Agreement shall be interpreted for or against any party on the basis such party or its attorney drafted the agreement or provision in question.

9. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permissible assigns.

10. Contingency. The parties hereto expressly acknowledge and agree that this Agreement is specifically subject to and conditioned upon the following: Owner and Buyer fully executing and delivering the Lease Amendment. Owner and Buyer expressly acknowledge and agree that notwithstanding the execution and delivery of this Agreement, Owner's obligation to convey the Tenant's FF&E to Buyer, and Buyer's obligation to pay the Purchase Price to Owner, are expressly conditioned upon the full execution and delivery of the Lease Amendment by Owner and Buyer.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. Signatures of the parties transmitted by telefacsimile or electronic mail PDF format shall be deemed to constitute originals and may be relied upon, for all purposes, as binding the transmitting party hereto. The parties intend to be bound by the signatures transmitted by telefacsimile or electronic mail PDF format, are aware that the other party will rely on such signature, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

[signatures contained on following page]

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Owner and Buyer have executed this Bill of Sale as of the date first set forth above.

**BUYER:**

BAYSIDE AREA DEVELOPMENT, LLC,  
a Delaware limited liability company

By:

Name:

Its:

**OWNER:**

GRAPHITE BIO, INC.,  
a Delaware corporation

By:

Name:

Its:

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**SCHEDULE 1**

**First Floor of Premises**

<b>Office Area</b>		
<b>Location</b>	<b>Qty</b>	<b>Description</b>
Entire Floor	0	No furnishings
<b>Lab</b>		
<b>Location</b>	<b>Qty</b>	<b>Description</b>
Lab 181	4	6ft. Mobile Lab benches
	4	Under counter cabinets
	1	5ft. Tables
Lab 190	12	6ft. Mobile Lab benches
	4	6ft. Lab tables
	2	4ft. Lab tables
	3	4ft. Mobile lab benches
Lab 150	16	Under counter cabinets
	18	6ft. Mobile Lab benches
	5	6ft. Lab tables
	7	4ft. Lab tables
	1	5ft. Tables
Lab 152	18	Under counter cabinets
	2	7ft. Cabinets
Lab 154	14	6ft. Mobile Lab benches
	15	Under counter cabinets
	1	5ft. Mobile lab benches

**Second Floor of Premises**

<b>Office Area</b>			
<b>Location</b>	<b>Qty</b>	<b>Description</b>	
Open Office 205	20	Sit Sand Desk	
	20	Rolling file pedestal with cushion	
	20	Power Pack	
	20	Chair	
	8	Full End caps	
	2	1/2 End Caps	
	7	Power Beams (4 short, 3 long)	
	20	Dividers	
	Open office 220	16	Sit Sand Desk
		16	Rolling file pedestal with cushion
16		Power Pack	
16		Chair	
4		Full End caps	
4		Power Beams	
16		Dividers	
Wellness 206	1	Chair	
	1	Ottoman	
	1	Side Table	
	1	Coat Hanger	
	3	Decorative mirrors	
	2	Shelves	
	1	Full length mirror	
1	Summit undercounter refrigerator		

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<b>Phone room 207, 208, 211, 212</b>	1	Sit Sand Desk
	1	Pouf
	1	Chair
<b>Office 210</b>	20	Sit Sand Desk
	20	Rolling file pedestal with cushion
	20	Power Pack
	20	Chair
	4	Full End caps
	2	1/2 End Caps
	3	Power Beams
<b>Huddle 221, 222, 223, 224, 228, 229, 230</b>	20	Dividers
	5	Chairs
	1	Table
<b>Below Stair 240</b>	1	Power Pack
	2	Benches
	2	Square coffee tables
<b>Breakroom 215</b>	2	Computer Tables
	3	Refrigerator Freezers
	2	Microwaves
	1	Dishwasher
	6	Tables
	24	Chairs
<b>Seating 225</b>	1	3 Section banquet
	6	Counter stools
	3	Tables
	3	Chairs
	3	Casual Seating Chairs
	6	Side Table
<b>Podcast 227</b>	2	Training tables
	4	Nesting Chairs
<b>Huddle 218</b>	1	Sit Sand Desk
	1	Credenza
	1	Desk Chair
	2	Side chairs
<b>Informal Meeting 219</b>	4	Training tables
	8	Chairs
	1	Monitor
	1	Power Pack
	2	Casual Seating Chairs
	1	Table
	1	Trash can
<b>Meeting 220 and 221</b>	24	Nesting Chairs
	80	Stacking chairs (4 carts)
	2	D10s
	8	Tables
<b>Informal Meeting 235</b>	2	Casual Seating Chairs
	2	Side Table

<b>Lab</b>		
<b>Location</b>	<b>Qty</b>	<b>Description</b>
Lab 271	3	6ft. Lab tables
Lab 260 and 270	30	6ft. Mobile Lab benches
	8	4ft. Mobile lab benches
	16	6ft. Lab tables



<b>Open Office 320</b>	2	D10	
	10	Sit Sand Desk	
	10	Rolling file pedestal with cushion	
	10	Power Pack	
	10	Chair	
	2	Full End caps	
	1	1/2 End Cap	
	3	Power Beams	
	10	Dividers	
	<b>Phone room 309, 310, 318,319</b>	1	Sit Sand Desk
1		Pouf	
1		Chair	
<b>Open Office 325</b>	24	Sit Sand Desk	
	24	Rolling file pedestal with cushion	
	24	Power Pack	
	24	Chair	
	6	Full End caps	
	2	1/2 End Caps	
	4	Power Beams	
	24	Dividers	
	<b>Huddle 311,312, 315,316,320, 321,322</b>	5	Chairs
		1	Table
1		Power Pack	
1		D10	
<b>Huddle 311, 312, 315, 316 Huddle 320, 321, 322 Exec Office 323</b>	1	Large Monitor	
	1	Sit Stand Desk	
	1	Desk Chair	
	1	Credenza	
	1	Table	
	2	Chairs	
	<b>Breakroom 313</b>	2	Refrigerator Freezers
		1	Microwaves
		1	Dishwasher
		6	Tables
24		Chairs	
<b>Seating 314</b>		1	Sectional (4 pieces)
		4	Casual Seating Chairs
	4	Side Table	
<b>Informal Meeting 324</b>	1	Bar Height Table	
	10	Bar Height Chairs	
	2	Rolling White Boards	
	1	Trash Can	
	1	Table	
<b>Meeting 317</b>	10	Chairs	
	1	Trashcan	
<b>Meeting room 335</b>	14	Chairs	
	1	Table	
	1	Monitor	

<b>Lab</b>		
<b>Location</b>	<b>Qty</b>	<b>Description</b>
<b>Lab 380</b>	24	6ft. Mobile Lab benches
	15	6ft. Lab tables
	1	4ft. Lab tables
	12	Under bench cabinets

<b>Lab 370 and 360</b>	6	4ft. Mobile lab benches
	31	6ft. Mobile Lab benches
	6	6ft. Lab tables
	7	4ft. Lab tables
	36	Under bench cabinets
<b>Lab 395</b>	6	6ft. Mobile Lab benches
	4	4ft. Mobile lab benches
	3	6ft. Lab tables
<b>Lab 396</b>	4	6ft. Lab tables
	1	5ft. Tables
<b>Lab 350</b>	4	4ft. Mobile lab benches
	32	6ft. Mobile Lab benches
	7	6ft. Lab tables
	31	Under bench cabinets
<b>Lab 362</b>	3	6ft. Mobile Lab benches
	3	Under bench cabinets
<b>Lab 361</b>	2	7 ft. cabinets
<b>Storage 349</b>		Extra carpet, tile, etc.

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