

THIRD AMENDMENT TO  
AMENDED AND RESTATED LEASE

between

CITY AND COUNTY OF SAN FRANCISCO,  
as Landlord

and

Volunteers in Medicine – San Francisco, DBA Clinic By the Bay,  
a California 501(c)(3) nonprofit corporation,  
as Tenant

For the lease of  
35 Onondaga Avenue  
San Francisco, California

September 1, 2023

### THIRD AMENDMENT TO AMENDED AND RESTATED LEASE

THIS THIRD AMENDMENT TO AMENDED AND RESTATED LEASE (“Third Amendment”), dated for reference purposes only as of September 1, 2023 is between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), and VOLUNTEERS IN MEDICINE – SAN FRANCISCO, dba Clinic By the Bay, a California 501(c)(3) nonprofit corporation (“Tenant”).

A. The City owns the improved real property located at 35 Onondaga Avenue (the “Premises”).

B. The City and Tenant (collectively the “Parties”) entered into that certain Lease relating to the Premises, dated for reference purposes June 18, 2019 (“Original Lease”).

C. The Parties superseded the Original Lease with that certain Amended and Restated Lease relating to the Premises, dated for reference purposes June 24, 2019 (the “Restated Lease.”

D. The Parties amended the Restated Lease with that Certain First Amendment to the Amended and Restated Lease, dated for reference purposes February 29, 2021 (“First Amendment”)

E. The Parties amended the First Amendment with that certain Second Amendment to Amended and Restated Lease relating to the Premises, dated for reference purposes as of October 1, 2022 (“Second Amendment”)

F. The parties now desire to amend the Second Lease for purposes of the City providing an additional \$850,000 to the rehabilitation of the Premises due to increased work required related primarily to the delay of construction during the resolution of the problems associated with the transfer of power sourcing from PG&E to SFPUC.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Tenant hereby covenant and agree to the following changes to the Lease as follows:

**Exhibit A** to the Second Amended Lease is replaced by the attached **Amended Exhibit A**

#### SECTION 6.1 TENANT IMPROVEMENT WORK

The First and Second Sentences of the Second Paragraph of this section shall be revised to state:

City agrees to contribute the total sum of Two Million Nine Hundred and Seventy Thousand, Five Hundred and Ninety Four Dollars (\$2,970,594.00) (the “Allowance”) toward the cost of the Tenant Improvement Work. If any monies are reimbursed to Tenant under the Lease (or any prior lease for the Premises), those monies shall be counted towards the Allowance.

*[SIGNATURES ON FOLLOWING PAGE]*

City and Tenant have executed this Lease as of the date executed by the City Director of Property.

**TENANT:**

VOLUNTEERS IN MEDICINE – SAN FRANCISCO, dba  
Clinic By the Bay, a California 501(c)(3) nonprofit  
corporation

By: \_\_\_\_\_  
Sarah Gordon, Executive Director

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property  
Date Signed: \_\_\_\_\_

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Vincent Brown, Deputy City Attorney

**AMENDED EXHIBIT A**

**SECOND AMENDMENT TO AMENDED AND RESTATED LEASE (WHICH INCLUDES AN EXHIBIT A PROVIDING THE FIRST AMENDMENT TO AMENDED AND RESTATED LEASE, WHICH INCLUDED AN EXHIBIT A PROVIDING THE AMENDED AND RESTATED LEASE)**