

FIRST 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

February 9, 2021

LIST OF EXHIBITS

EXHIBIT A – Amended and Restated Lease for 35 Onondaga

FIRST AMENDMENT TO AMENDED AND RESTATED LEASE

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LEASE (this “First Amendment”), dated for reference purposes only as of February 9, 2021 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 entered into that certain Amended and Restated Lease relating to the Premises, dated for reference purposes as of June 24, 2019 (the “Lease”, attached hereto as Exhibit A).

C. In exchange for below market rent, Tenant agrees to rehabilitate the Premises and then to operate the Premises as a public health clinic, as more particularly described in the Lease.

D. The parties now desire to amend the Lease for purposes of the City providing an additional \$250,000 to the rehabilitation of the Premises due to increased work required related to water damage and mold abatement.

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:

1. BASIC LEASE INFORMATION

Key Contact for Tenant shall be Sarah Gordon, Executive Director, rather than David Wallace.

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 One Million Six Hundred and Sixty Thousand Dollars (\$1,660,000.00) (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 first written above.

TENANT:

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

By: _____

Its: _____

By: _____

Its: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO Q. PENICK
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan, Deputy City Attorney

EXHIBIT A

AMENDED AND RESTATED LEASE