

AMENDMENT TO MANAGEMENT & LEASE AGREEMENT

This Amendment to Management and Lease Agreement ("Amendment") is made as of May 1, 2014, in San Francisco, California, by and between CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development ("MOHCD"), and MERCY MIDTOWN INC., a California nonprofit public benefit corporation ("Mercy").

RECITALS

A. The City is the fee owner of the land located at 1415 Scott Street, 1450 Divisadero Street, 2121 Geary Boulevard, 2141 Geary Boulevard, 2040 O'Farrell Street, and 2060 O'Farrell Street, San Francisco, which consists of approximately 54,918 square feet of land, with 6 buildings containing 139 residential dwelling units (collectively, the "Premises").

B. City has leased the Premises to Mercy pursuant to that certain Management and Lease Agreement dated January 31, 2014 ("Lease").

C. The Lease inadvertently included boilerplate City language that is not applicable to the Lease. The parties now desire to amend the Lease to remove the language and confirm that the Lease became effective immediately upon execution and delivery by the City and Mercy.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Mercy hereby agree as follows:

1. Amendment. The City and Mercy acknowledge and agree that the Lease is a month-to-month lease, and therefore under San Francisco Administrative Code Section 23.31, the City's Director of Property had the authority to approve and enter into the Lease on behalf of the City without the approval of the City's Board of Supervisors or Mayor. The parties hereby confirm and agree that (i) the inclusion of Lease Section 36.4 was an inadvertent mistake and was not intended by the parties, (ii) Section 36.4 was of no force and effect with respect to the Lease; and (iii) the Lease became effective immediately upon execution and delivery by Mercy and the City. Accordingly, Section 36.4 is hereby deleted from the Lease, effective January 31, 2014.

2. Authorization for Amendment. Because the Lease is a month-to-month lease, the Director of Property has the authority to approve and enter into this Amendment without the approval of the City's Board of Supervisors or Mayor.

3. References. No reference to this Amendment is necessary in any instrument or document at any time referring to the Lease. Any future reference to the Lease shall be deemed a reference to such document as amended hereby.

4. Applicable Law. This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.

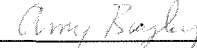
5. Further Instruments. The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Amendment.

6. Miscellaneous. Except as expressly modified herein, the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. The Lease as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not


constitute a waiver of relinquishment of any rights that City may have relating to the Lease. Mercy and City hereby ratify and confirm all of the provisions of the Lease as amended by this Amendment.


In witness whereof, the parties hereto have executed this Amendment as of the date written above.

MERCY: Mercy Midtown, Inc.,
a California nonprofit public benefit corporation

By: 
Its: Assistant Secretary


LANDLORD: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: 
Its: Director of Property

By: 
Olson Lee
Director, Mayor's Office of Housing and
Community Development

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 
Evan A. Gross
Deputy City Attorney