

## FIRST AMENDMENT TO LOAN AGREEMENT

This First Amendment to the Loan Agreement, ("**First Amendment**"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the "**Effective Date**"), by and between Davis Street Family Resource Center, a California non-profit organization, hereinafter referred to as ("**Borrower**") and the City of San Leandro, a charter city formed under the laws of the State of California, hereinafter referred to as ("**Lender**"). Lender and Borrower are hereinafter collectively referred to as the ("**Parties**"), agree as follows:

### RECITALS

A Borrower and Lender entered into a Loan Agreement for the purpose of providing LENDER with bridge financing to pursue establishment of a community health clinic (the "**Agreement**").

B. Maturity Date as set forth in Section 1.2 of the Agreement provides that the entire outstanding principal balance of the Loan together with accrued interest and all other sums due under the Loan Documents shall be payable in full on the second (2nd) anniversary of the Effective Date, to which the Parties understand and agree is August 1, 2016.

C. Borrower and Lender now desire to amend the Agreement as set forth in this First Amendment to extend the Maturity Date for the Agreement to October 31, 2016.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to amend the Agreement as follows:

### AGREEMENT

1. Amendment to Maturity Date: Section 1.2 of the Agreement is amended to reflect that the Maturity Date, as defined by the Agreement, shall be October 31, 2016.

2. Ratification. Except as modified by this First Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference. The Parties understand and agree that this amendment is effective upon its approval by the City Council.

3. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

**CITY OF SAN LEANDRO**

**DAVIS STREET FAMILY RESOURCE CENTER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed/Typed Name*

\_\_\_\_\_  
*Printed/Typed Name*

\_\_\_\_\_  
Title

\_\_\_\_\_  
*Title*

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
, City Attorney