

February 8th, 2021

Mike Futrell, City Manager
City of South San Francisco
400 Grand Ave.
South San Francisco, CA 94080

Re: Lease dated February 15th, 2019 between the City of South San Francisco and Ryan Dantes, Fitness Therapy LLC – 634 El Camino Real, South San Francisco, California

Dear Mr. Futrell:

On February 15, 2019, the City of South San Francisco, a California municipal corporation, ("Landlord" or "City"), and Ryan Dantes, Fitness Therapy LLC, (collectively "Tenant") entered into the Sublease Agreement ("Sublease"). Landlord and Tenant are hereinafter referred to collectively as the "Parties." Capitalized terms below have the same meaning as in the Sublease.

Due to difficulties outside of the Parties' control, construction completion related to Sublease was delayed. Below is our understanding of the Parties' agreement about how certain terms of the Sublease will be implemented as a result of the construction delay. If this summary accords with your understanding please sign below and return a copy to us.:

1. Sublease Sections 1.7 and 1.9 set the Commencement Date on 8/09/2019, and an Expiration Date on 08/08/2023. Due to difficulties outside of the Parties' control, construction completion related to Sublease was delayed. Tenant now has possession of the Premises at 634 El Camino Real. Therefore, the Parties agree that the Commencement Date of the Term of the Sublease shall now be 2/01/2021. The Expiration Date of the Sublease Term shall be 01/31/2026, sixty (60) months from the Commencement Date.
2. Sublease Section 3.5 authorizes "one (1) option to extend the Sublease Term ("Extension Options") for a period of sixty (60) months ("Extension Terms"), subject to the conditions set forth in this Section 3.5." Sublease Section 3.5.1 provides that, "If Tenant or such approved assignee or sublessee properly exercises the Extension Option and is not in default at the end of the initial Term, the Term shall be extended for the applicable Extension Term." Furthermore, pursuant to 3.5.2, "The Rent payable by Tenant during the First Extension Term shall be equal to, and subject to all terms and conditions of, the Rent for the Initial Term." Under Sublease Section 3.5, as long as the Tenant is not in default at the end of the initial Term, Parties agree that Tenant is partially exercising Extension Option to extend the Sublease Term by six (6) months. The Expiration Date of the Term shall be extended to 7/31/2026 and Rent for the First Extension shall be equal to, and subject to all terms and conditions of, the Rent for the Initial Term. Tenant retains the option to exercise the remaining fifty-four (54) months of the Extension Term, subject to the applicable provisions of the Sublease, including without limitation the requirement that Tenant not be in default of any term of the Sublease at the end of the initial Term.
3. Due to difficulties outside of the Parties' control, construction completion related to Sublease was delayed. Under Sublease Section 11.1, Landlord may abate rent for up to one hundred and

eighty (180) days when the Premises is not available to Tenant. In light of the unavailability of the Premises to Tenant as a result of construction delays, rent will commence six months after the Commencement Date, on 8/01/2021. Rent Schedule shall be as follows:

Period (month)	Monthly Base Rent	Annual Rent
2/1/2021- 7/31/2021	Abated	\$0
8/1/2021- 1/31/2022	\$5,300.00	\$31,800.00
2/1/2022- 1/31/2023	\$5,459.00	\$65,508.00
2/1/2023- 1/31/2024	\$5,623.00	\$67,476.00
2/1/2024- 1/31/2025	\$5,792.00	\$69,504.00
2/1/2025- 1/31/2026	\$5,966.00	\$71,592.00
2/1/2026- 7/31/2026	\$5,966.00	\$35,796.00
Total Rent		\$341,676.00

4. Tenant shall reimburse Landlord for shell construction cost overage as detailed in Sublease Exhibit B, which is hereby amended to include details, cost estimates, and other information related to the additional shell construction to address acoustic issues. Such shell construction cost overage will be recouped by the Landlord as part of the six (6) month extension to the Initial Term.

Sincerely,

DocuSigned by:

Ryan Dantes

CBFB33419434495...
Ryan Dantes, Fitness Therapy LLC (Tenant)

ACKNOWLEDGED:

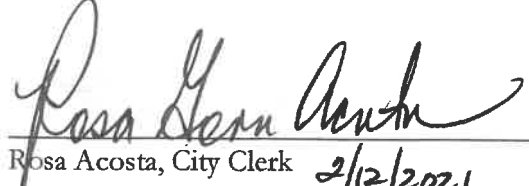
City of South San Francisco

Mike Futrell

Mike Futrell, City Manager

Dated: 2/9/2021

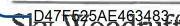
ATTEST


Rosa Acosta, City Clerk 2/12/2021

APPROVED AS TO FORM

DocuSigned by:



 Sky Woodruff, City Attorney February 16, 2021 | 2:12:02 PM PST

Certificate Of Completion

Envelope Id: 3DD9EE34E3DC4C189785B0125E21C13A		Status: Completed
Subject: Please DocuSign: signed letter 634 ECR Fitness Therapy Ltr 2.16.21.pdf		
Source Envelope:		
Document Pages: 4	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Ines Isassi Mendez
AutoNav: Enabled		329 Miller Ave
Envelopeld Stamping: Enabled		South San Francisco, CA 94080
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		ines.mendez@ssf.net
		IP Address: 199.181.122.2

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2/16/2021 12:15:27 PM	ines.mendez@ssf.net	
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Signer Events

Signature	Timestamp
Sky Woodruff Sky.Woodruff@ssf.net City Attorney Signing Group: City Attorney Security Level: Email, Account Authentication (None)	Sent: 2/16/2021 12:18:10 PM Viewed: 2/16/2021 2:11:31 PM Signed: 2/16/2021 2:12:02 PM
Signature Adoption: Pre-selected Style Using IP Address: 206.169.145.130	

Electronic Record and Signature Disclosure:
 Accepted: 2/16/2021 2:11:31 PM
 ID: a6a245bd-27a8-4b28-a2b5-c29f2c5acc60

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Ines Mendez ines.mendez@ssf.net EDH - Administrative Assistant I City of South San Francisco Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 2/16/2021 12:18:10 PM Resent: 2/16/2021 2:12:04 PM Viewed: 2/17/2021 8:10:15 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/16/2021 12:18:10 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	2/16/2021 2:11:31 PM
Signing Complete	Security Checked	2/16/2021 2:12:02 PM
Completed	Security Checked	2/16/2021 2:12:02 PM
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Electronic Record and Signature Disclosure		

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