

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (“First Amendment”) is made as of June 6, 2024 (the “First Amendment Effective Date”), in San Francisco, California, by and between CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), acting by and through its Real Estate Division and the Mayor’s Office of Housing and Community Development, and LA COCINA, INC., a California non-profit corporation (“Tenant”).

RECITALS

A. City and Tenant are parties to that certain Lease dated as of July 7, 2019 (the “Lease”) pursuant to which City leases to Tenant certain premises located at 101 Hyde Street, San Francisco, California (the “Building”). Capitalized terms not defined in this First Amendment will have the same meanings set forth in the Lease.

B. The term of the Lease is scheduled to expire on December 31, 2025. City and Tenant desire to extend the term of the Lease for an additional twelve (12) month period.

C. Pursuant to the Lease, City agreed to reimburse Tenant the Allowance to fund Tenant Improvement Work. In addition to Tenant Improvement Work, as required by the San Francisco Department of Public Works (“DPW”), Tenant completed improvements to bring the sidewalk outside the front entrance to the Building up to present day accessibility standards (“Sidewalk Improvements”). The City has approved and, in addition to the Allowance, agreed to reimburse Tenant for the Sidewalk Improvements necessary to complete the Tenant Improvement Work and obtain approval from DPW.

D. City and Tenant have agreed that Tenant will not be responsible for the cost of Standard Utilities for the period commencing March 1, 2020 and ending on the date the Lease expires or terminates.

E. City and Tenant have agreed to expand the scope of Approved Uses under the Lease to include light manufacturing and the operation of a shared-use commercial kitchen.

F. The parties now desire to enter into this First Amendment to set forth the Extension Term (as defined below), the Sidewalk Reimbursement Amount (as defined below), the allocation of costs for the Standard Utilities, the expanded scope of Approved Uses, and the terms and conditions of their agreement in connection therewith and to otherwise amend the Lease as more particularly set forth below.

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

1. Term. City and Tenant hereby agree to amend the existing Term of the Lease for an additional period twelve months and now ending on December 31, 2026 (the “Term”), upon and subject to all of the existing terms of the Lease, except as otherwise hereinafter provided.

2. Sidewalk Reimbursement Amount. Section 6.1 (Tenant Improvement Work) is hereby amended to add the following paragraph:

Notwithstanding anything to the contrary in this Section 6.1, in performing the Tenant Improvement Work, Tenant incurred additional expenses in the amount of One Hundred Six Thousand Five Hundred Twenty-Eight Dollars and Two Cents (\$106,528.02) (the “Sidewalk Reimbursement Amount”) to complete improvements to bring the sidewalk outside the front entrance to the Building up to present day accessibility standards (the “Sidewalk Improvements”) required by the San Francisco Department of Public Works that were necessary to complete the Tenant Improvement Work. On November 6, 2020, Tenant delivered to City the request for reimbursement attached hereto as Exhibit A (“Sidewalk Reimbursement Request”), requesting approval of the Sidewalk Improvements and reimbursement of the Sidewalk Reimbursement Amount. City hereby approves the Sidewalk Reimbursement Request and agrees to reimburse Tenant the Sidewalk Reimbursement Amount as set forth in the Sidewalk Reimbursement Request without additional request or documentation required or any setoff or deduction.

3. Utilities.

a. Basic Lease Information. The paragraph of Section 1 of the Lease titled "Utilities and Services (Section 10.1)" is hereby deleted in its entirety and replaced with the following:

City shall provide the Standard Utilities (as defined in Section 10.1) at no cost to Tenant. City shall also provide the Fire and Alarm System Maintenance (as defined in Section 10.1); provided, however, that Tenant shall reimburse City for such costs. Tenant shall provide, at its sole cost, all other utilities and services it wishes to receive at the Premises.

b. Utilities and Services. The first paragraph of Section 10.1 of the Lease is hereby deleted in its entirety and replaced with the following:

City shall provide (i) the utilities described in the attached Exhibit G (the "Standard Utilities") to the building, subject to the terms and conditions contained therein, and (ii) the basic building fire sprinkler system and alarm system maintenance (the "Fire and Alarm System Maintenance") described in the agreements listed in the attached Exhibit J (the "Maintenance Agreements"), subject to the terms and conditions contained therein. City shall provide the Standard Utilities at no cost to Tenant. Tenant shall pay City, as additional rent, an amount equal to City's cost to provide the Fire and Alarm System Maintenance within thirty (30) days of receiving City's invoice therefor. Any City failure to bill Tenant for such costs shall not impair City's right to bill Tenant for such costs at a later date.

c. Utility Forgiveness. City shall (i) reimburse Tenant for any payment made by Tenant to City for the Standard Utilities and (ii) release Tenant from any and all liability under the Lease for Tenant's failure to pay for the cost of Standard Utilities, both for the period commencing on March 1, 2020 and ending December 31, 2026. For the avoidance of doubt, Tenant

shall not be required to pay any amounts to City for the Standard Utilities accruing from March 1, 2020 through the Term.

4. Approved Use.

a. Basic Lease Information. The paragraph of Section 1 of the Lease titled "Use (Section 5.1)" is hereby deleted in its entirety and replaced with the following:

Light manufacturing and/or the operation of a restaurant, bar, food market hall, and/or shared-use commercial kitchen and any other legal use approved in advance by the Director of Property in consultation with the Director of City's Office of Workforce and Economic Development ("OEWD").

b. Approved Use. The second sentence of Section 5.1 of the Lease is hereby deleted in its entirety and replaced with the following:

Following the Rent Commencement Date, Tenant shall use and continuously occupy the Premises solely for light manufacturing and/or the operation of a restaurant, bar, food market hall, and/or shared-use commercial kitchen and any other purpose approved in advance and in writing by the City's Director of Property in consultation with the Director of OEWD, all of which shall be in compliance with all applicable laws.

5. No Other Amendments. Except as amended by this First Amendment, the Lease shall remain unmodified and in full force and effect.

6. Relationship of the Parties. City is not, and none of the provisions in this First Amendment shall be deemed to render City, a partner in Tenant's business, or joint venturer or member in any joint enterprise with Tenant. Neither party shall act as the agent of the other party in any respect hereunder. This First Amendment is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

7. References. No reference to this First 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.

8. Governing Law. This First Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California and the City's Charter.

9. Counterparts; Electronic Signatures. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties hereto consent and agree that this First Amendment may be executed and delivered by electronic means (e.g., via DocuSign) and that such signed electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's handwritten signature.

10. Entire Agreement. The Lease, as amended by this First Amendment, contains the entire agreement between the parties with respect to the subject matter therein and herein, and all prior written or oral negotiations, understandings and agreements are merged herein.

[Signatures on following page]

In witness whereof, the parties hereto have executed this First Amendment as of the First Amendment Effective Date.

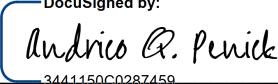
TENANT:

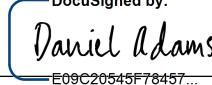
LA COCINA, INC.,
a California non-profit corporation

By: 
875D5BAEF85F4C3...
Name: Leticia Landa
Its: Executive Director

LANDLORD:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: 
3441150C0287459...
Name: Andrico Q. Penick
Its: Director of Property

Recommended By: 
E09C20545F78457...
Name: Daniel Adams

Its: Director of Mayor's Office of Housing and
Community Development

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: 
7C608639D022490...
Name: Keith Nagayama,
Deputy City Attorney

EXHIBIT A
Sidewalk Reimbursement Request
[to be attached]

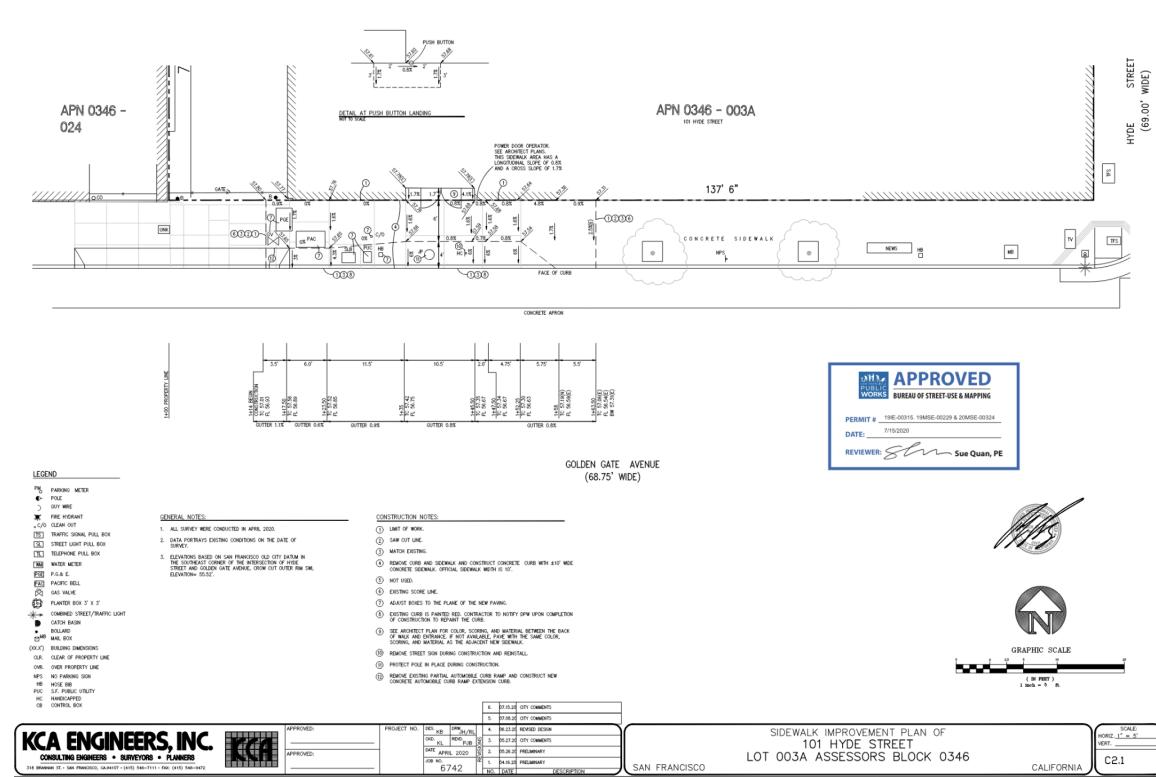


To whom it may concern,

La Cocina requests reimbursement in the amount of \$106,528.02 for the sidewalk work completed in order to make 101 Hyde Street ADA compliant.

This work involved sidewalk repairs and adjustments on Golden Gate Avenue particularly around the entrance to the building. Door clearance, curb/driveway improvement as well as sidewalk leveling necessary to make the building accessible was completed.

These changes are documented in our revised lease agreement recitals section C and F.2 as well as the image (Page 2) below. Proof of payment will be provided as an attachment to the email.



Please don't hesitate to contact us should you have any questions.

Warmly,

Leticia Landa
Executive Director



Sidewalk Image #1



Sidewalk Image #2



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 5

TO OWNER: La Cocina
 Attn: Caleb Zigas
 2498 Folsom Street
 San Francisco CA 94110

PROJECT: La Cocina
 101 Hyde Street
 San Francisco, CA 94102

APPLICATION NO: 16-2000785

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: BCCI Construction Company
 1160 Battery Street, Suite 250
 San Francisco, CA 94111

ARCHITECT: Perkins+Will
 2 Bryant Street, Suite 300
 San Francisco, CA 94105

APPLICATION DATE: 8/31/2020

PERIOD TO: 8/31/2020

BCCI JOB NO: 2019-27

Project: 101 Hyde Municipal Marketplace

Code: 4.01 \$ 130,167.94

Code: \$

CONTINUATION SHEET

AIA DOCUMENT G703

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 16-2000785
 APPLICATION DATE: 8/31/2020
 PERIOD TO: 8/31/2020

ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	CHANGE ORDER	REVISED SCHEDULED VALUE	FROM PREVIOUS APPLICATION	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE (E+F+G)	% (I ÷ E)	BALANCE TO FINISH (E - I)	RETAINAGE
						THIS PERIOD (FINAL)	THIS PERIOD (NET)				
1	LEED Requirements	4,320.00		4,320.00	4,320.00	0	0	4,320.00	100%	0	0
2	Selective Demo	8,640.00		8,640.00	8,640.00	0	0	8,640.00	100%	0	0
3	Self Perform Demo	90,797.00		90,797.00	90,797.00	0	0	90,797.00	100%	0	0
4	ACM Contractor Assist	4,720.00		4,720.00	4,720.00	0	0	4,720.00	100%	0	0
5	Excavation/Backfill/Compacting	98,450.00		98,450.00	98,450.00	0	0	98,450.00	100%	0	0
6	Interior Selective Demo	47,600.00		47,600.00	47,600.00	0	0	47,600.00	100%	0	0
7	Fences/Gates/Wire Partition	29,220.00		29,220.00	29,220.00	0	0	29,220.00	100%	0	0
8	Concrete X-Ray/Digital Imaging	1,500.00		1,500.00	1,500.00	0	0	1,500.00	100%	0	0
9	Cast in Place Concrete	153,070.00		153,070.00	153,070.00	0	0	153,070.00	100%	0	0
10	Ornamental Metals	12,946.00		12,946.00	12,946.00	0	0	12,946.00	100%	0	0
11	Rough Carpentry	109,624.00		109,624.00	109,624.00	0	0	109,624.00	100%	0	0
12	Finish Carpentry	13,380.00		13,380.00	13,380.00	0	0	13,380.00	100%	0	0
13	Millwork	115,411.00		115,411.00	115,411.00	0	0	115,411.00	100%	0	0
14	Insulation	15,975.00		15,975.00	15,975.00	0	0	15,975.00	100%	0	0
15	Membrane Roofing	31,197.00		31,197.00	31,197.00	0	0	31,197.00	100%	0	0
16	Wood & P Lam Doors	34,350.00		34,350.00	34,350.00	0	0	34,350.00	100%	0	0
17	Coiling Doors & Grilles	5,250.00		5,250.00	5,250.00	0	0	5,250.00	100%	0	0
18	Interior Glazing	30,444.00		30,444.00	30,444.00	0	0	30,444.00	100%	0	0
19	Drywall	415,020.00		415,020.00	415,020.00	0	0	415,020.00	100%	0	0
20	Acoustical Ceiling	18,320.00		18,320.00	18,320.00	0	0	18,320.00	100%	0	0
21	Carpet	6,360.00		6,360.00	6,360.00	0	0	6,360.00	100%	0	0
22	Floor Preparation	11,556.00		11,556.00	11,556.00	0	0	11,556.00	100%	0	0
23	Floor Treatment	24,511.00		24,511.00	24,511.00	0	0	24,511.00	100%	0	0
24	Epoxy Flooring	59,032.00		59,032.00	59,032.00	0	0	59,032.00	100%	0	0
25	Painting	103,863.00		103,863.00	103,863.00	0	0	103,863.00	100%	0	0
26	Signage & Graphics	4,046.00		4,046.00	4,046.00	0	0	4,046.00	100%	0	0
27	Lockers	1,152.00		1,152.00	1,152.00	0	0	1,152.00	100%	0	0
28	Fire Extinguishers	2,000.00		2,000.00	2,000.00	0	0	2,000.00	100%	0	0
29	Toilet Accessories	10,904.00		10,904.00	10,904.00	0	0	10,904.00	100%	0	0
30	Fire Sprinklers	55,500.00		55,500.00	55,500.00	0	0	55,500.00	100%	0	0
31	Plumbing	915,273.00		915,273.00	915,273.00	0	0	915,273.00	100%	0	0
32	HVAC	342,254.00		342,254.00	342,254.00	0	0	342,254.00	100%	0	0
33	Electrical	458,102.00		458,102.00	458,102.00	0	0	458,102.00	100%	0	0
34	Contingency	50,000.00		50,000.00	50,000.00	0	0	50,000.00	100%	0	0
35	General Conditions	388,610.00		388,610.00	388,610.00	0	0	388,610.00	100%	0	0
36	Liability Insurance	35,589.00		35,589.00	35,589.00	0	0	35,589.00	100%	0	0
37	Overhead & Profit	25,372.00		25,372.00	25,372.00	0	0	25,372.00	100%	0	0

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AIA DOCUMENT G703

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 16-2000785
 APPLICATION DATE: 8/31/2020
 PERIOD TO: 8/31/2020

ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	CHANGE ORDER	REVISED SCHEDULED VALUE	FROM PREVIOUS APPLICATION	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE (E+F+G)	% (I ÷ E)	BALANCE TO FINISH (E - I)	RETAINAGE
						THIS PERIOD (FINAL)	THIS PERIOD (NET)				
38	PCCO No. 001			8,228.30	8,228.30	8,228.30	0	0	8,228.30	100%	0
39	PCCO No. 002			11,575.13	11,575.13	11,575.13	0	0	11,575.13	100%	0
40	PCCO No. 003			1,638.17	1,638.17	1,638.17	0	0	1,638.17	100%	0
41	PCCO No. 004			2,223.46	2,223.46	2,223.46	0	0	2,223.46	100%	0
42	PCCO No. 005 (Rejected)			0	0	0	0	0	0	100%	0
43	PCCO No. 006			12,144.50	12,144.50	12,144.50	0	0	12,144.50	100%	0
44	PCCO No. 007			28,014.74	28,014.74	28,014.74	0	0	28,014.74	100%	0
45	PCCO No. 008			2,507.01	2,507.01	2,507.01	0	0	2,507.01	100%	0
46	PCCO No. 009			4,191.22	4,191.22	4,191.22	0	0	4,191.22	100%	0
47	PCCO No. 010			21,614.00	21,614.00	21,614.00	0	0	21,614.00	100%	0
48	PCCO No. 011			15,032.33	15,032.33	15,032.33	0	0	15,032.33	100%	0
49	PCCO No. 012			1,633.89	1,633.89	1,633.89	0	0	1,633.89	100%	0
50	PCCO No. 013			14,715.16	14,715.16	14,715.16	0	0	14,715.16	100%	0
51	PCCO No. 014			2,987.44	2,987.44	2,987.44	0	0	2,987.44	100%	0
52	PCCO No. 015			1,966.76	1,966.76	1,966.76	0	0	1,966.76	100%	0
53	PCCO No. 016			1,057.16	1,057.16	1,057.16	0	0	1,057.16	100%	0
54	PCCO No. 017			1,281.19	1,281.19	1,281.19	0	0	1,281.19	100%	0
55	PCCO No. 018			7,696.51	7,696.51	7,696.51	0	0	7,696.51	100%	0
56	PCCO No. 019 (Rejected)			0	0	0	0	0	0	0%	0
57	PCCO No. 020			85,506.60	85,506.60	85,506.60	0	0	85,506.60	100%	0
58	PCCO No. 021 (Rejected)			0	0	0	0	0	0	0%	0
59	PCCO No. 022			584.22	584.22	584.22	0	0	584.22	100%	0
60	PCCO No. 023			4,352.76	4,352.76	4,352.76	0	0	4,352.76	100%	0
61	PCCO No. 024			1,182.35	1,182.35	1,182.35	0	0	1,182.35	100%	0
62	PCCO No. 025			1,820.07	1,820.07	1,820.07	0	0	1,820.07	100%	0
63	PCCO No. 026			9,346.45	9,346.45	9,346.45	0	0	9,346.45	100%	0
64	PCCO No. 027			6,535.56	6,535.56	6,535.56	0	0	6,535.56	100%	0
65	PCCO No. 028			156,404.04	156,404.04	156,404.04	0	0	156,404.04	100%	0
66	PCCO No. 029			6,675.73	6,675.73	6,675.73	0	0	6,675.73	100%	0
67	PCCO No. 030			9,752.44	9,752.44	9,752.44	0	0	9,752.44	100%	0

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						THIS PERIOD (FINAL)	THIS PERIOD (NET)				
68	PCCO No. 031			3,736.44	3,736.44	3,736.44	0	0	3,736.44	100%	0
69	PCCO No. 032			10,716.05	10,716.05	10,716.05	0	0	10,716.05	100%	0
70	PCCO No. 033			1,181.68	1,181.68	1,181.68	0	0	1,181.68	100%	0
71	PCCO No. 034 (Rejected)			0	0	0	0	0	0	100%	0
72	PCCO No. 035			856.00	856.00	856.00	0	0	856.00	100%	0
73	PCCO No. 036			56,313.03	56,313.03	56,313.03	0	0	56,313.03	100%	0
74	PCCO No. 037 (Rejected)			0	0	0	0	0	0	100%	0
75	PCCO No. 038			3,688.29	3,688.29	3,688.29	0	0	3,688.29	100%	0
76	PCCO No. 039			1,489.44	1,489.44	1,489.44	0	0	1,489.44	100%	0
77	PCCO No. 040			135,783.00	135,783.00	135,783.00	0	0	135,783.00	100%	0
78	PCCO No. 041			3,204.65	3,204.65	3,204.65	0	0	3,204.65	100%	0
79	PCCO No. 042			(2,899.70)	(2,899.70)	(2,899.70)	0	0	(2,899.70)	100%	0
80	PCCO No. 043 - Billed Contingency \$15,215.02			0	0	0	0	0	0	0%	0
81	PCCO No. 044			926.62	926.62	926.62	0	0	926.62	100%	0
82	PCCO No. 045			3,477.39	3,477.39	3,477.39	0	0	3,477.39	100%	0
83	PCCO No. 046			448.00	448.00	448.00	0	0	448.00	100%	0
84	PCCO No. 047 (Rejected)			0	0	0	0	0	0	100%	0
85	PCCO No. 048			91,057.00	91,057.00	91,057.00	0	0	91,057.00	100%	0
86	PCCO No. 049			517.12	517.12	517.12	0	0	517.12	100%	0
87	PCCO No. 050			2,559.06	2,559.06	2,559.06	0	0	2,559.06	100%	0
88	PCCO No. 051			876.32	876.32	876.32	0	0	876.32	100%	0
89	PCCO No. 052 (Rejected)			0	0	0	0	0	0	0%	0
90	PCCO No. 053			716.90	716.90	716.90	0	0	716.90	100%	0
91	PCCO No. 054			7,684.74	7,684.74	7,684.74	0	0	7,684.74	100%	0
92	PCCO No. 055			1,011.15	1,011.15	1,011.15	0	0	1,011.15	100%	0
93	PCCO No. 056			60,069.80	60,069.80	60,069.80	0	0	60,069.80	100%	0
94	PCCO No. 057			6,844.93	6,844.93	6,844.93	0	0	6,844.93	100%	0

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 PERIOD TO: 8/31/2020

A ITEM NO.	B DESCRIPTION OF WORK	C ORIGINAL SCHEDULED VALUE	D CHANGE ORDER	E REVISED SCHEDULED VALUE	F FROM PREVIOUS APPLICATION	G WORK COMPLETED		H THIS PERIOD (NET)	I		J BALANCE TO FINISH (E - I)	K RETAINAGE
						THIS PERIOD (FINAL)	THIS PERIOD (NET)		TOTAL COMPLETED AND STORED TO DATE (E+F+G)	% (I ÷ E)		
95	PCCO No. 058			102,720.00	102,720.00	87,000.00	24,420.00	0	102,720.00	100%	0	0
96	PCCO No. 059			173,821.50	173,821.50	173,821.50	17,382.15	0	173,821.50	100%	0	0
97	PCCO No. 060			768.26	768.26	768.26	76.83	0	768.26	100%	0	0
98	PCCO No. 061			1,572.90	1,572.90	1,572.90	157.29	0	1,572.90	100%	0	0
99	PCCO No. 062			(23,968.00)	(23,968.00)	(19,600.00)	(6,328.00)	0	(23,968.00)	100%	0	0
100	PCCO No. 063			9,170.97	9,170.97	9,170.97	0	0	9,170.97	100%	0	0
101	PCCO No. 064			822.83	822.83	822.83	82.28	0	822.83	100%	0	0
102	PCCO No. 065			(173,821.50)	(173,821.50)	(173,821.50)	(17,382.15)	0	(173,821.50)	100%	0	0
103	PCCO No. 066			80,550.20	80,550.20	0	80,550.20	0	80,550.20	100%	0	0
104	PCCO No. 067			915.92	915.92	915.92	91.59	0	915.92	100%	0	0
105	PCCO No. 068			18,482.84	18,482.84	0	18,482.84	0	18,482.84	100%	0	0
106	PCCO No. 069			2,033.00	2,033.00	0	2,033.00	0	2,033.00	100%	0	0
107	PCCO No. 070			7,252.82	7,252.82	0	7,252.82	0	7,252.82	100%	0	0
108	PCCO No. 071			1,613.56	1,613.56	0	1,613.56	0	1,613.56	100%	0	0
109	PCCO No. 072			722.25	722.25	0	722.25	0	722.25	100%	0	0
110	PCCO No. 073			8,500.10	8,500.10	0	8,500.10	0	8,500.10	100%	0	0
111	PCCO No. 074			(2,000.00)	(2,000.00)	0	(2,000.00)	0	(2,000.00)	100%	0	0
112	PCCO No. 075			818.55	818.55	0	818.55	0	818.55	100%	0	0
113	PCCO No. 076			(4,959.13)	(4,959.13)	0	(4,959.13)	0	(4,959.13)	100%	0	0
114	PCCO No. 077			(1,622.00)	(1,622.00)	0	(1,622.00)	0	(1,622.00)	100%	0	0
115	PCCO No. 078			(803.00)	(803.00)	0	(803.00)	0	(803.00)	100%	0	0
116	PCCO No. 079			934.11	934.11	0	934.11	0	934.11	100%	0	0
117	PCCO No. 080			3,157.21	3,157.21	0	3,157.21	0	3,157.21	100%	0	0
118	PCCO No. 081			847.44	847.44	0	847.44	0	847.44	100%	0	0
119	PCCO No. 082			(3,860.00)	(3,860.00)	0	(3,860.00)	0	(3,860.00)	100%	0	0
	GRAND TOTALS	3,734,358.00	1,014,595.93	4,748,953.93	4,625,933.98		130,167.94	0	4,748,953.93		0	0

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CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: BCCI Construction Company

Name of Customer: La Cocina

Job Location: 101 Hyde Street, San Francisco, CA 94102

Owner: La Cocina

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: La Cocina

Amount of Check: \$ 130,167.94

Check Payable to: BCCI Construction Company

Exceptions

This document does not affect any of the following: N/A

Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature: *Don Arce*

Claimant's Title: Don Arce - Manager, Project Accounting

Date of Signature: 08/31/2020
