

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("First Amendment") is made as of _____, 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: _____

Name: _____

Its: _____

LANDLORD:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Name: Andrico Q. Penick

Its: Director of Property

Recommended

By: _____

Name: Daniel Adams

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

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Keith Nagayama,
Deputy City Attorney

EXHIBIT A

Sidewalk Reimbursement Request

[to be attached]