

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is made as of _____, 2025 (the "Second 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, as amended by that certain First Amendment to Lease dated _____ (collectively, 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 Second Amendment will have the same meanings set forth in the Lease.

B. The term of the Lease is scheduled to expire on December 31, 2026, and the City and Tenant desire to extend the term for an additional sixty (60) month period, as more particularly set forth in this Second Amendment (the "Extension Term").

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. Extension Term. City and Tenant hereby agree to extend the Term of the Lease for an additional sixty (60) month period commencing on January 1, 2027 and ending on December 31, 2031 (the "Extension Term"), upon and subject to all of the existing terms of the Lease, except as otherwise hereinafter provided.

2. Early Termination by City. Notwithstanding the foregoing, the City, acting through the Mayor's Office of Housing and Community Development ("MOHCD"), shall have the right, in its sole discretion and for any reason, to terminate this Lease any time after the second year of the Extension Term. City shall provide Tenant with not less than three hundred sixty-five (365) calendar days' prior written notice of such termination. Upon expiration of such notice period, Tenant shall vacate the Premises and deliver possession to City in accordance with the terms of the Lease.

3. Notices. The paragraphs of Section 1 of the Lease entitled "Key Contact for Tenant" and "Alternate Contract for Tenant" are hereby deleted in their entirety and replaced with the following: Key Contact for Tenant: Leticia Landa Telephone No.: (415) 824-2729 Alternate Contact for Tenant: Scout Wolfcave Telephone No.: (415) 824-2729

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

5. Relationship of the Parties. City is not, and none of the provisions in this Second 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 Second Amendment is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

6. References. No reference to this Second 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.

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

8. Counterparts; Electronic Signatures. This Second 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 Second 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.

9. Entire Agreement. The Lease, as amended by this Second 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 Second Amendment as of the Second 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: Sarah R. Oerth

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