STAFF REPORT FOR CALENDAR ITEM NO.: 8.4 **FOR THE MEETING OF:** June 9, 2022

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute a second amendment to the lease agreement with DAMA, LLC, a California limited liability company dba Via Vai by Acquolina, for commercial/retail space in suites 107 and 111 on the first floor of the transit center, consistent with the previously adopted Retail/Commercial Leasing Strategy to Address COVID-19 Impacts to tenancies.

EXPLANATION:

Background

On March 4, 2020, Governor Newsom proclaimed a state of emergency in California in connection with the Coronavirus Disease 2019 ("COVID-19") pandemic. On February 25, 2020, the Mayor of the City and County of San Francisco declared a local emergency, and on March 6, 2020, the City's Health Officer declared a local health emergency. On March 16, 2020, the City issued a Shelter-in-Place Order to facilitate the reduction of the impact of the virus that causes COVID-19. Since these original proclamations, orders, and declarations were issued, there have been subsequent updates, supplements and refinements, guiding the City to recovery (collectively, "Health Orders").

On June 25, 2020, the TJPA Board adopted a Retail/Commercial Leasing Strategy to Address COVID-19 Impacts ("Strategy"), providing staff with guidance on appropriate considerations for potential lease amendments of tenancies claiming to have been directly or indirectly affected by COVID-19 and the associated Health Orders. The Strategy provides, among other things, that, "... retail/commercial tenants that made or make substantial changes in operations as a result of the Original Order or Subsequent Orders, may be eligible for partial rent relief or other concessions for the period from the effective date of such Order...."

As of the date of this report, San Francisco has made significant strides to re-open the economy but certain of the Health Orders remain in effect. While the Orders allow resumption of most activity, economic ramifications in downtown San Francisco remain of concern, mainly resulting from a delayed return for office workers and thus of transit riders. The economy is slowly reopening in San Francisco, however office occupancies remain very low, and transit ridership through the Salesforce Transit Center remains less than one-third of pre-pandemic levels.

Original Lease

On August 8, 2019, the TJPA Board of Directors authorized the Executive Director to execute a lease agreement ("Lease") with DAMA, LLC, dba Via Vai by Acquolina ("Tenant") for approximately 2,073 square feet of commercial/retail space on the first level of the new transit center (Suites 107 and 111) for a 15-year term with two five-year options to renew at full market

value. The initial year stated base rent of the Lease was \$207,300 (\$100 per square foot/year), expressed as a gross lease with a percentage rent above the breakpoint of 3% owed beyond base rent. Base rent was scheduled to increase 3% on the first anniversary of commencement, then 3% per year thereafter. The TJPA's Tenant Improvement allowance was \$182,424 (\$88 per square foot) plus landlord contribution for additional interior improvements. The business terms under the Lease were within or more favorable than the proforma for the premises.

Tenant Prior Request for Relief

As a result of COVID-19, Tenant requested certain relief from its obligations under the Lease. Consistent with the Board's Strategy, TJPA staff, with the assistance of Lincoln Property, Colliers, and retail legal counsel, engaged due diligence review and negotiations with the Tenant. Due diligence included, among other things, confirmation of Tenant's assertion that Tenant did not receive assistance through the Small Business Administration, nor from the Payroll Protection Program ("PPP").

On May 13, 2021, the TJPA Board of Directors authorized an amendment to the Lease, and on that same day the TJPA and Tenant entered a First Amendment to Lease ("First Amendment"). The key terms and conditions of the First Amendment were:

Tenant's rental obligation ("Alternative Rent") shall be a base fee of \$5,000/month plus percentage rent equal to 6% of gross revenues until the soonest to occur of (i) Base Rent is equaled or exceeded, and (ii) June 30, 2022.

The First Amendment contemplated that the Alternative Rent could be extended by the Board in its discretion to June 30, 2023.

Tenant Current Request for Additional Relief in 2022 and 2023

Tenant recently approached TJPA staff and TJPA's asset management team at Lincoln Property seeking a further extension of economic relief through the calendar year 2023. Tenant would be permitted to open consistent with current Health Orders, once their Tenant Improvement construction is completed. However, Tenant does not believe it is viable to open under the economics of the original Lease until additional office workers and transit riders return to the area.

Consistent with the Board's Strategy, the TJPA team again engaged due diligence review and negotiations with Tenant. Due diligence included, among other things, a review of proposed tenant improvements, and consultations with our brokerage firm as well as other brokers as to status of market conditions. As a result of that due diligence review and negotiations, a proposed Second Amendment to the Lease has been developed and executed by Tenant, enclosed herewith.

Under the negotiated Second Amendment to Lease:

- The deadline for TJPA's delivery of the possession of the Premises to Tenant is extended to July 1, 2022.

- The Tenant Improvement Allowance increases from \$182,424 (\$88 per square foot) to \$236,322 (\$114 per square foot).
- The Alternative Rent is extended from June 30, 2022 to September 30, 2023. The Alternative Rent may be extended again to September 30, 2024 with timely request from the Tenant and subject to the TJPA Board of Directors approval in its discretion. Should percentage rent equal or exceed the Base Rent as specified in the original Lease during the relief period, Tenant's rental amount owed would revert to contract rent per the original Lease.
- Tenant has previously agreed to perform certain items of work previously included as part of Landlord's work. Landlord will reimburse Tenant for the cost of this work equal to the lesser of the actual cost or \$494,103, an increase of approximately \$88K from the Second Amendment due to the rise in construction costs.

The value of approving the terms and conditions of the Second Amendment is estimated at \$201,198 which includes a Tenant Improvement increase of \$53,898 plus the delta between the Base Rent and the Alternative Rent for 12 months. The fiscal impact associated with Fiscal Year 22-23 has been accommodated in the proposed Fiscal Year 22-23 budget. The form of relief proposed under the Second Amendment is similar to the relief the TJPA has granted other tenants materially affected by COVID-19.

The TJPA is working to complete all base building requirements for Suites 107 and 111 and will then turn over the space to Tenant. Prior to Tenant contracting for Tenant Improvement work, however, Tenant desires to secure the negotiated Second Amendment to Lease. Tenant is primed to begin their Tenant Improvement project shortly with a projected opening by the end of 2022.

RECOMMENDATION:

Authorize the Executive Director to execute the Second Amendment to Lease with DAMA, LLC, dba Via Vai by Acquolina, adjusting terms and conditions of the Lease as noted herein through September 30, 2023.

ENCLOSURE:

- 1. Resolution
- 2. Second Amendment to Lease

TRANSBAY JOINT POWERS AUTHORITY BOARD OF DIRECTORS

Resolution No.

WHEREAS, On August 8, 2019, the Transbay Joint Powers Authority (TJPA) Board of Directors authorized the TJPA's Executive Director to execute a lease agreement ("Lease") with DAMA, LLC, dba Via Vai by Acquolina ("Tenant") for approximately 2,073 square feet of commercial/retail space on the first level of the new transit center (Suites 107 and 111) for a 15-year term with two five-year options to renew at full market value; and

WHEREAS, On March 4, 2020, Governor Newsom proclaimed a state of emergency in California in connection with the Coronavirus Disease 2019 ("COVID-19") pandemic. On February 25, 2020, the Mayor of the City and County of San Francisco declared a local emergency, and on March 6, 2020, the City's Health Officer declared a local health emergency. On March 16, 2020, the City issued a Shelter-in-Place Order to facilitate the reduction of the impact of the virus that causes COVID-19, and that order generally required everyone to stay safe at home except for certain essential activities and work to provide essential businesses and government service or perform essential public infrastructure construction; and

WHEREAS, Since these original proclamations, orders, and declarations were issued, there have been subsequent updates, supplements, and refinements, guiding the City to recovery (collectively, "Health Orders"); and

WHEREAS, TJPA staff have received requests from retail/commercial tenants for financial relief from direct or indirect impacts on their business from the Health Orders; and

WHEREAS, On June 25, 2020, the TJPA Board of Directors adopted a Retail/Commercial Leasing Strategy ("Strategy") to respond to COVID-19 impacts to tenancies; and

WHEREAS, As a result of COVID-19, including associated delayed re-occupancy of downtown office buildings and temporary but substantive reduction in transit passenger use of the transit center, Tenant requested relief from certain of its obligations under the Lease; and

WHEREAS, On May 13, 2021, the TJPA Board approved a First Amendment to Lease that provided certain economic relief to Tenant, principally through adoption of an alternative rent schedule. The alternative rent under the First Amendment expires June 30, 2022; and

WHEREAS, As a result of COVID-19 and continued market depression, Tenant has again required relief from certain of its obligations under the Lease; and

WHEREAS, Tenant and the TJPA have negotiated a Second Amendment to Lease that, among other things, provides economic relief to Tenant in the form of an extended period of the alternative rent schedule and an additional Tenant Improvement Allowance, consistent with the guidance contained in the adopted Strategy, the form of which is presented herewith, and Tenant has executed the Second Amendment; and

WHEREAS, Every effort has been made to mitigate the fiscal impact of any rent relief afforded to affected tenancies through operating expense reductions and securing of unanticipated revenues; and

WHEREAS, The proposed budget for Fiscal Year 2022-2023 accommodates the fiscal impact of accepting this Second Amendment to the Lease; now, therefore, be it

RESOLVED, That the TJPA Board of Directors finds the terms and conditions of the Second Amendment to Lease to be consistent with the adopted Strategy and thus in the best interest of the public; and, be it

FURTHER RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute the Second Amendment to Lease with DAMA, LLC, dba Via Vai by Acquolina for Suites 107 and 111 in the form presented herewith.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of June 9, 2022.

Secretary, Transbay Joint Powers Authority

SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the _____ day of May, 2022, by and among TRANSBAY JOINT POWERS AUTHORITY, a joint exercise of powers agency duly created and existing under the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500 et seq. ("Landlord"), and DAMA, LLC, a California limited liability company, dba Via Via ("Tenant"), with reference to the following facts and understandings:

RECITALS

A. Landlord and Tenant entered into that certain "Salesforce Transit Center Lease" dated as of $A_{uu} + 27$, 2019 (together with all exhibits and addenda attached thereto, the "Original Lease"), whereby Tenant leased from Landlord approximately 2,073 usable square feet of retail space (the "Premises") known as Space Numbers 107 and 111, located in the retail usage area on the ground floor of the Salesforce Transit Center in San Francisco, California (the "Center").

B. Landlord and Tenant agreed to modify certain obligations relating to the performance of tenant improvement work in the Premises pursuant to that certain letter re: work letter clarification for the lease premises at 425 Mission St, Spaces 107/111 (revised September 4, 2020) dated September 15, 2020 and executed by Landlord and Tenant (the "Letter Agreement"). Subsequent thereto, Landlord and Tenant agreed to further amend the Original Lease pursuant to a First Amendment to Lease dated $\frac{100}{100}$, 2021 (the "First Amendment"). The Original Lease, as amended by the Letter Agreement and the First Amendment, is hereinafter referred to as the "Existing Lease". Capitalized terms used but not specifically defined herein shall be deemed to have the meanings ascribed to such terms in the Existing Lease.

C. Landlord has agreed to further modify certain obligations under the Existing Lease relating to the performance of the tenant improvement work in the Premises and to make certain adjustments to the time periods applicable to payment of Alternative Rent under the First Amendment, and to otherwise amend the Existing Lease, all on and subject to the terms and conditions set forth in this Amendment.

D. The parties acknowledge that the provisions of this Amendment concerning payment of Alternative Rent have been entered into at the request of Tenant as a result of the unprecedented circumstances surrounding the COVID-19 pandemic and that, in entering into this Amendment, Landlord is suffering an acknowledged financial loss on account of the adjustments to the Rent otherwise payable to Landlord under the Lease provided for hereunder.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. <u>References</u>. All references to the "Lease" or "lease" appearing in this Amendment or in the Existing Lease shall mean, collectively, this Amendment and the Existing Lease, as amended by this Amendment.

Delivery of Premises. Section 1(c) of the Original Lease is hereby deleted in its 2. entirety. Landlord and Tenant acknowledge that delivery of possession of the Premises to Tenant is anticipated to occur on July 1, 2022 (the "Anticipated Delivery Date"). Notwithstanding the foregoing or anything to the contrary in the Existing Lease, if Landlord is delayed in delivering possession of the Premises to Tenant for any reason other than Landlord's willful refusal to deliver the Premises when Landlord is otherwise reasonably capable of such delivery, then Landlord shall not be subject to any liability whatsoever to Tenant for such delay, and such failure shall not impair the validity of this Lease or the obligations of Tenant hereunder. Notwithstanding anything to the contrary contained herein, Landlord has no obligation to deliver possession of the Premises to Tenant until Tenant has delivered (A) the Deposit required pursuant to Article 3 of the Original Lease and the Guaranty executed by Guarantor, (B) the Advance Rent set forth in the Basic Lease Information included in the Original Lease, and (C) the insurance certificates evidencing that Tenant carries the coverage specified in the Insurance Requirements attached as Exhibit C to the Original Lease (collectively, the "Delivery Requirements"). Tenant's failure to satisfy the Delivery Requirements shall not delay the Commencement Date.

3. <u>Improvement Allowance</u>. The first sentence of Section 2.1 of the Work Letter attached as Exhibit B to the Original Lease is hereby amended and restated in its entirety as follows: "Tenant shall be entitled to a one-time improvement allowance (the "**Improvement Allowance**") in the amount of One Hundred Fourteen and No/100 Dollars (\$114.00) per usable square foot of the Premises for the costs relating to the initial design and construction of the Tenant Improvements and for the other Improvement Allowance Items described in Section 2.2 of the Work Letter attached as Exhibit B to the Original Lease."

4. <u>Alternative Rent Period</u>.

(a) <u>Alternative Rent Period Outside Expiration Date</u>. The "Alternative Rent Period Outside Expiration Date" set forth in Section 2(a)(i)(A) of the First Amendment is hereby amended to be September 30, 2023.

(b) <u>Potential Extensions</u>.

(i) Section 2(a)(i)(B)(i) of the First Amendment is hereby amended and restated in its entirety as follows:

"(i) If the Gross Sales Rent Reversion Month has not occurred prior to the original Alternative Rent Period Outside Expiration Date set forth in Section 4(a) above, Tenant may request an extension of the Alternative Rent Period Outside Expiration Date set forth in Section 4(a) above to September 30, 2024 (the "First Extended Outside Expiration Date") by providing written notice of such request to Landlord on or before August 1, 2023; provided, however, that Tenant acknowledges and agrees that Landlord shall have no obligation to grant

such request. If Landlord elects, in its sole and absolute discretion, to extend the Alternative Rent Period Outside Expiration Date following receipt of a request from Tenant to do so pursuant to the foregoing, then, notwithstanding anything to the contrary contained herein, the Alterative Rent Period Outside Expiration Date shall be September 30, 2024 as opposed to September 30, 2023."

(ii) Section 2(a)(i)(B)(ii) of the First Amendment is hereby amended and restated in its entirety as follows:

Additionally, (1) if, following a request from Tenant to do so in accordance with "(ii) Section 2(a)(i)(B)(i) above, Landlord elects, in its sole and absolute discretion, to extend the Alternative Rent Period Outside Expiration Date to the First Extended Outside Expiration Date pursuant to Section 2(a)(i)(B)(i) above, (2) the Gross Sales Rent Reversion Month has not occurred prior to the First Extended Outside Expiration Date and (3) as of such First Extended Outside Expiration Date, the local economy and foot traffic in San Francisco's Financial District are still negatively impacted by the consequences of the Covid-19 pandemic, Tenant may request a further extension of the Alternative Rent Period Outside Expiration Date (as the same was previously extended pursuant to Section 2(a)(i)(B)(i) above) to September 30, 2024 by providing written notice of such request to Landlord on or before August 1, 2023; provided, however, that Tenant acknowledges and agrees that Landlord shall have no obligation to grant such request. If Landlord elects, in its sole and absolute discretion, to further extend the Alternative Rent Period Outside Expiration Date following receipt of a request from Tenant to do so pursuant to the foregoing, then, notwithstanding anything to the contrary contained herein, the Alterative Rent Period Outside Expiration Date shall be September 30, 2024 as opposed to September 30, 2023."

Changes to Landlord's Work. Pursuant to the Letter Agreement, and 5. notwithstanding anything to the contrary contained in the Existing Lease, Landlord and Tenant agreed that Tenant, not Landlord, would perform certain items of work previously included as part of Landlord's Additional Work which items are set forth in the itemized scope of work attached hereto as Exhibit A (the "Reallocated Work"). Notwithstanding anything to the contrary in the Existing Lease (including, but not limited to, the Letter Agreement), Landlord shall reimburse Tenant for an amount (as applicable, the "Reallocated Work Reimbursement Amount") equal to the lesser of (a) the actual out of pocket costs incurred by Tenant to perform the Reallocated Work and (b) Four Hundred Ninety-Four Thousand One Hundred Three and No/100 Dollars (\$494,103.00) (the "Maximum Reallocated Work Reimbursement Amount"), which reimbursement shall be made in accordance with this Section 5. The Reallocated Work Reimbursement Amount shall be paid to Tenant in four (4) installments with the first such installment being paid at approximately twenty-five percent (25%) completion of the Reallocated Work ("25% Completion"), the second such installment being paid at approximately fifty percent (50%) completion of the Reallocated Work ("50% Completion"), the third such installment being paid at approximately seventy-five percent (75%) completion of the Reallocated Work ("75% Completion") and the fourth and final such installment being paid upon completion of the Reallocated Work ("100% Completion"). Promptly following each of 25% Completion, 50% Completion, 75% Completion and 100% Completion, Tenant shall deliver to Landlord: (i) a request for payment of the Contractor, approved by Tenant, in a form to be provided by Landlord, showing the schedule, by trade, of percentage of completion of the Reallocated Work, detailing the portion of the work completed and the portion not completed;

(ii) invoices from all of Tenant's Agents for labor rendered and materials delivered for the Reallocated Work; (iii) executed conditional mechanic's lien releases from all of Tenant's Agents which shall comply with the appropriate provisions, as reasonably determined by Landlord, of California Civil Code Section 8132; (iv) with respect to any labor and materials for which conditional mechanic's lien releases were provided in connection with the immediately preceding installment payment of the Reallocated Work Reimbursement Amount (if applicable), executed unconditional mechanic's lien releases from all of Tenant's Agents which shall comply with the appropriate provisions of California Civil Code Section 8136 and Section 8138; and (v) all other information reasonably requested by Landlord. Tenant's request for payment shall be deemed Tenant's acceptance and approval of the work furnished and/or the materials supplied as set forth in Tenant's payment request. Thereafter, Landlord shall deliver a check to Tenant in payment of the lesser of (A) the amount so requested by Tenant, and (B) One Hundred Twenty-Three Thousand Five Hundred Twenty-Five and 75/100 Dollars (\$123,525.75), provided that Landlord does not dispute any request for payment based on non-compliance of any work with the Approved Working Drawings, or due to any substandard work, or for any other reason. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request. For avoidance of doubt, in no event shall the Reallocated Work Reimbursement Amount exceed the Maximum Reallocated Work Reimbursement Amount set forth in clause (b) above and Tenant shall under no circumstances be obligated to reimburse Tenant for any costs associated with the performance of the Reallocated Work in excess of the Maximum Reallocated Work Reimbursement Amount set forth in clause (b) above. If the total estimated cost to perform the Reallocated Work exceeds the Maximum Reallocated Work Reimbursement Amount set forth in clause (b) above, Tenant shall be required to first fund such excess prior to the commencement of Landlord's obligation to fund the Reallocated Work Reimbursement Amount pursuant to the installment procedure set forth above and Landlord may require reasonable evidence that Tenant has funded such excess prior to any such payment by Landlord.

6. <u>Preservation of Claims and Defenses</u>. Landlord and Tenant acknowledge and agree that if the payments set forth in Section 2 of the First Amendment, as amended by Section 4 above, are not made by Tenant, the First Amendment, and the provisions of Section 4 above, shall become null and void and Landlord and Tenant may assert any and all claims and/or defenses, as if the First Amendment had never been executed and Section 4 above had not been included in this Amendment.

7. <u>Miscellaneous</u>.

(a) <u>Severability</u>. If any provision of this Amendment or the application of any provision of this Amendment to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Amendment or the application of that provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each provision of this Amendment will be valid and be enforced to the fullest extent permitted by law.

(b) <u>Entire Agreement/Modification</u>. This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for

any purpose. Except for any subsequent amendments or modifications to the Lease made in accordance with the terms thereof, any agreement made after the date of this Amendment is ineffective to modify or amend the terms of this Amendment, in whole or in part, unless that agreement is in writing, is signed by the parties to this Amendment, and specifically states that that agreement modifies this Amendment.

(c) <u>Counterparts</u>. This Amendment may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document.

(d) <u>Heirs and Successors</u>. This Amendment shall be binding upon the heirs, legal representatives, successors and permitted assigns of the parties hereto.

(e) <u>Authority</u>. Each individual executing this Amendment on behalf of his or her respective party represents and warrants that he or she is duly authorized to execute and deliver this Amendment on behalf of said entity in accordance with the governing documents of such entity, and that upon full execution and delivery this Amendment is binding upon said entity in accordance with its terms.

(f) <u>Drafting</u>. In the event of a dispute between any of the parties hereto over the meaning of this Amendment, both parties shall be deemed to have been the drafter hereof, and any applicable law that states that contracts are construed against the drafter shall not apply.

(g) <u>Headings</u>. Captions used herein are for convenience and reference only, and shall in no way be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Amendment.

(h) <u>Ratification</u>. Except as modified by this Amendment, the Existing Lease shall continue in full force and effect and Landlord and Tenant do hereby ratify and confirm all of the terms and provisions of the Existing Lease, subject to the modifications contained herein.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates below their respective signatures.

LANDLORD:

TRANSBAY JOINT POWERS AUTHORITY

Date: _____, 2022

TENANT:

DAMA, LLC, a California limited liability company

By:	
Name:	
Its:	

Date: _____, 2022

APPROVED AS TO FORM.

la a By:

Legal counsel, TJPA

Transbay Joint Powers Authority Board of Directors

Resolution No.:_____

Adopted:

Attest:

Secretary, TJPA Board

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates below their respective signatures.

LANDLORD:

TRANSBAY JOINT POWERS AUTHORITY

By:		
By: Name:		
Its:		
-	4	
Date:	, 2022	

TENANT:

DAMA, LLC, a California limited liability company

By: Name: ARIO NIGTRA MANAUER Its:

Date: 107 12, 2022

APPROVED AS TO FORM.

By:

Legal counsel, TJPA

Transbay Joint Powers Authority Board of Directors

Resolution No.:

Adopted:

Attest:

Secretary, TJPA Board

First Amendment to Lease 58KL-297483

The undersigned Guarantor hereby acknowledges and consents to the terms, conditions and provisions of this Amendment and the transactions contemplated thereby. Guarantor hereby ratifies and reaffirms the full force and effectiveness of the Guaranty and hereby confirms the continuing obligations of Guarantor under the Guaranty.

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GUARANTOR: Dario Nicotra

Date: 107 12, 2022

First Amendment to Lease 58KL-297483

Exhibit A

Itemized Scope of Work

Transformer-225KVA 480V – 120/208V EMT Feeder to Primary Transformer HVAC Disconnects Exhaust Hood Disconnects Telecom/Cable TV Raceway - 2"CO with Pull String Plywood Backboard & Grounding Fire Alarm 1" Conduit with Pull String Temporary Construction Power Electric Water Heater Natural Gas Sub-Meter Undercounter Grease Trap Furnish & Install Restroom Fixtures and related plumbing Floor Drains/Sinks

Make-up Air/Inline Fan; Ductwork to Kitchen Extend Grease Duct to Grease Capture Hood Location Furnish & Install - Grease Capture Hood with Ansul System Type I Exhaust Hoods

Gypsum Board Framing 900sf Sheet Rock Drop Ceiling Over Kitchen Area Fully Enclosed Prep Kitchen Fully Enclosed Pantry Fully Enclosed Employee Changing Station/Lactation Room Scrubbing Room Sound Proofing 1 ADA Unisex Restroom

Second Amendment to Lease 58KL-297483