

**FIRST AMENDMENT TO THE REAL PROPERTY LEASE AGREEMENT
BETWEEN
THE COUNTY OF SHASTA & SEVEN RESORTS, INC. (Bridge Bay Resort).**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, ("County") and Peloria Marinas, LLC. as owner of Peloria Bridge Bay, LLC dba Bridge Bay at Shasta Lake ("Lessor").

RECITALS

WHEREAS, County and Lessor have previously entered into a lease agreement which commenced on January 1, 2013 to lease premises located at Bridge Bay Resort on Shasta Lake, County of Shasta, State of California, (the "Lease"); and

WHEREAS, County and Lessor desire to amend the Lease in order to extend the termination date to June 30, 2018 and to reflect recorded transfer of ownership to Peloria Marina, LLC., while maintaining the same terms and conditions of the current lease agreement.

NOW, THEREFORE, the Lease is amended as follows:

I. Subsection, 2.1, entitled "Initial Term" of Section 2, entitled, "TERM AND TERMINATION" is amended in its entirety to read as follows:

2.1 **Term.** The premises are leased for a term commencing January 1, 2013, and ending June 30, 2018, or such earlier date as this lease may terminate as provided in this agreement, except that if the termination date falls on a Sunday or a holiday, then this lease shall end at 12:00 o'clock noon on the business day next preceding that day.

II. Subsection, 2.2, entitled "Options to Extend Term" of Section 2, entitled, "TERM AND TERMINATION", Subsection 2.2 Options to Extend Term, of the Original Lease is amended in its entirety to read as follows:

2.2 Options to Extend Term. Not Applicable.

III. Subsection, 3.1, entitled "Rent" of Section 3, entitled "RENT", is amended in its entirety to read as follows:

3.1 **Rent.** The monthly rent to be paid by County shall be as follows:

<u>Term</u>	<u>Rent</u>
1/1/13 – 12/31/13	\$2,138.55
1/1/14 – 12/31/14	\$2,202.70
1/1/15 – 06/30/18	\$2,268.79

IV. Peloria Marinas, LLC., separately and as owner of Peloria Bridge Bay, LLC., as successors in interest to Seven Resorts, Inc., hereby agree to be bound to the terms and conditions of the Lease, as amended, and agrees to accept all the rights, duties, and obligations set forth in the Lease, as amended.

V. Section 14, entitled, NOTICES, is amended in its entirety to read as follows:

Unless otherwise provided, notices required by law or by this lease to be given to either party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below or at such other address as a party specifies in writing. If notice is mailed, notice shall be deemed to have been given three days after mailing. When oral notice is authorized by this lease, it shall be deemed to be effective immediately. Any written or oral notices on behalf of County as provided for in this lease may be executed by the County Executive Officer.

If to Lessor: Peloria Marinas, LLC.
10300 Bridge Bay Road
Redding, CA 96003
Phone: 530-275-3021
Fax: 530-275-8365

If to County: County Executive Officer
1450 Court Street, Suite 308A
Redding, CA 96001
Phone: 530-225-5561
Fax: 530-229-8238

Copy to: Tom Bosenko, Sheriff
Shasta County Sheriff's Office
1525 Court Street
Redding, CA 96001
Phone: 530-245-6165
Fax: 530-245-6054

VI. **REAFFIRMATION**

In all other respects, the Lease, remains in full force and effect and **Lessor** agrees to be bound to the benefits, obligations and terms of the Lease as is fully set forth herein.

VII. **ENTIRE AGREEMENT**

The Lease, as amended by this First Amendment, constitutes the entire understanding between County and Lessor.

VIII. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment of the Lease. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date

David A. Kehoe, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST:

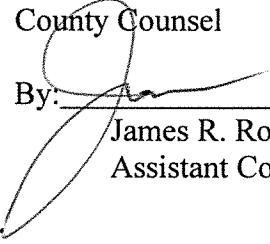
LAWRENCE G. LEES
Clerk of the Board of Supervisors

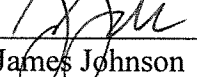
By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel

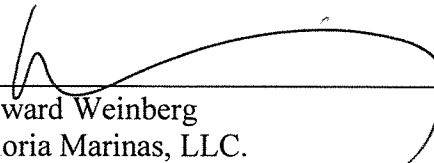
By:  11/22/17
James R. Ross
Assistant County Counsel

By:  11/22/17
James Johnson
Risk Management Analyst III

LESSOR

11/13/17

Date



Howard Weinberg
Peloria Marinas, LLC.