

First Amendment to Amended and Restated Lease

This first amendment is dated July 9, 2019 and is between Shore Acres Inc., a California corporation (the “**Lessor**”) and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

Recitals

A. The Lessor is the owner of a shopping center located on Port Chicago Highway in the City of Bay Point, in the County of Contra Costa, in the State of California (the “**Property**”).

B. The Landlord and the County are parties to an amended and restated lease dated June 25, 2013, between the County and Shore Acres LLC (the “**Lease**”). On May 19, 2017, Lessor acquired the Property from Shores Acres LLC, thereby becoming the Lessor.

C. Under the Lease, the County is leasing approximately 825 square feet of one of the buildings located on the Property that is commonly known as 642 Port Chicago Highway, Bay Point, California (the “**Building**”) The Building, together with ten parking spaces located in the parking lot adjacent to the Building, are the “**Premises**” (the “**Lease**”).

D. In consideration for an extension of the lease term, the parties desire to amend the Lease to increase the rent payable under the Lease.

E. The parties desire to modify the Lease to (i) revise the rent and (ii) update the address of the Lessor for purpose of notices.

The parties therefore agree as follows:

Agreement

1. All defined terms used but not defined in this first amendment have the meaning ascribed to them in the Lease.
2. Section 3. Rent is deleted in its entirety and replaced with the following:

Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is equal to Six Hundred Dollars (\$600) per month and is payable on the tenth day of each month during the Renewal Term.

Rent for any fractional month will be prorated and computed on a daily basis with each day’s rent equal to one-thirtieth (1/30) of the monthly rent.

Payments are to be mailed to Shore Acres, Inc., P.O. Box 7, Pleasanton, California, 94566-0198.

3. Section 19. Notices is deleted in its entirety and replaced with the following:

Notices. Any notice required or permitted under this lease shall be in writing and sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: Shore Acres, Inc.
6321 Camino Del Lago
Pleasanton, CA 94566
Attn: Sushil Shrestha

To County: Real Estate Divison
Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

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4. Lessor and County are causing this first amendment to be executed as of the date set forth in the introductory paragraph.

DISTRICT

COUNTY OF CONTRA COSTA, a
Political subdivision of the State of
California

By _____
Brain M. Balbas
Director of Public Works

LESSOR

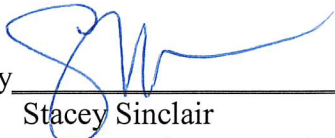
SHORE ACRES, Inc.
a California corporation

By _____
Sushil Shrestha
President

RECOMMENDED FOR APPROVAL:

By _____
Karen A. Laws
Principal Real Property Agent

By _____
Arati Shrestha
Secretary

By  _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By _____
Kathleen M. Andrus
Deputy County Counsel