

ADDENDUM NO. 2

The following terms and conditions of this Addendum No. 2 ("Addendum") are hereby incorporated in and made a part of the "Commercial Property Purchase Agreement" dated **November 9, 2018** ("Agreement"), on property known as **944-1020 McCourtney Rd., Grass Valley, California**, in which **Scholl Family Trust or its assignee** is referred to as **Buyer** and **M.K. Blake Estate Company** is referred to as **Seller**. Where the terms of this Addendum and the terms of the Agreement conflict, the terms of this Addendum shall in all instances prevail. Any defined term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

The purpose of this addendum is to assign the rights to the TI Loan Repayment, as outlined and defined below, back to Seller ("MK Blake Estate Co.") for their continued collection of \$14,609.91/month in loan repayments due as defined under the lease by and between Nevada County and MK Blake Estate Co., as further outlined below.

1. Assignment of Lease Provision

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, TBD, LLC ("Assignor") hereby assigns and transfers to MK Blake Estate Co ("Assignee") Assignor's rights and interests in the "TI Loan Repayment" or "Payment of Tenant Improvements" as further described in Paragraphs 3(a) of the County Resolution 15-351 dated July 21, 2015 and Paragraph 4(c) and 6 of the First Amendment to Lease by and between The County of Nevada and MK Blake Estate Co., dated July 21, 2015 and paragraph 2.1.1 of the Lease Addendum by and between The County of Nevada and MK Blake Estate Co., dated December 8, 2014.

If, for any reason, The County of Nevada does not make payments out directly to Assignee per the terms and instructions of the assignment notification to be provided to The County by Assignee, but instead makes them directly to Assignor, then Assignor will immediately endorse over the payment, or otherwise forward payment to, Assignee, and simultaneously use all commercially reasonable efforts to direct The County make payments directly to Assignee.

2. Assumption of Lease Provision

Assignee acknowledges that it has read and reviewed the Lease and accepts the foregoing Assignment.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 11-9-18

Date 11/9/2018 | 11:59 AM PST

Buyer *Marilyn D. Scholl*
Scholl Family Trust or its assignee

Seller *Jeffrey S. Witer*
M.K. Blake Estate Company

Buyer Initials *MS*
Seller Initials *JSW*

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer Initials _____^{DS}
Seller Initials JSt