

AMENDMENT NO. 2 TO THE COMMERCIAL LEASE AGREEMENT BETWEEN M.K. BLAKE ESTATE COMPANY AND THE COUNTY OF NEVADA

THIS AMENDMENT is executed this 26th day of March 2019 by and between **M.K. BLAKE ESTATE COMPANY, 9 MILLER COURT LLC, BRIGHTON GREENS VENTURES LLC** and the **COUNTY OF NEVADA**, a political subdivision of the State of California (**herein "Lessee"**) to acknowledge the sale of the property located at 988 McCourtney Road, Grass Valley from **M.K. BLAKE ESTATE COMPANY to 9 MILLER COURT LLC AND BRIGHTON GREENS VENTURES LLC dba 9 MILLER COURT PROPERTIES (herein "Lessor")**. Said Amendment will amend the prior agreement between the parties entitled Lease Agreement made and entered into December 2, 2014 Resolution 14-545 and subsequently amended July 21, 2015 Resolution 15-351.

WHEREAS, M.K. Blake Estate Company sold the property known as the Brighton Greens complex located at 988 McCourtney Road, Grass Valley to **9 Miller Court Properties, 944 McCourtney Road, Suite J, Grass Valley, CA 95949**, effective as of January 24, 2019; and

WHEREAS, the parties desire to amend the lease to acknowledge the change in ownership and method of billings; and

WHEREAS, Lessor will bill Lessee the estimated pro rata shares payable over the 12 months of the year based on the Lessor's Expense Budget for that year and annually by February 1st and that at the end of the year a reconciliation will be done against the actual expenditures; and

WHEREAS, all future rent and CAM payments are now payable to **9 MILLER COURT PROPERTIES** and mailed to 944 McCourtney Road, Suite J, Grass Valley, CA 95949; and

WHEREAS, the Lessee will continue to pay the Tenant Improvement payments to M.K. Blake Estate Company, pursuant to the Assignment and Assumption Addendum No. 2; see Exhibit A; and

WHEREAS, this amendment shall be effective with no lapse in the existing lease.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment is effective as of March 26, 2019.
2. An assumption hereby establishing that 9 Miller Court Properties agrees to assume all obligation as provided for in the original contract and subsequent Amendment 1, approved through Resolution 15-351, excluding Tenant Improvements pursuant to Exhibit A. Additionally, all rent and utility checks will now be payable to 9 Miller Court Properties as the new Lessor of the Brighton Greens complex located at 988 McCourtney Road, Grass Valley, see Exhibit B.
3. An assignment for the Tenant Improvement payments as established in Resolution 15-351, Amendment 1 to the original lease, that Tenant Improvement payments shall remain payable to M.K. Blake Estate Company (Exhibit A)
4. A novation hereby releasing M.K. Blake Estate Company from all obligations in the original lease agreement with Nevada County as approved in Resolution 14-545.

5. That in all other respects the prior agreement of the parties as previously amended shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of this day and year first above written.

SELLER:

LESSEE:
COUNTY OF NEVADA, a political
subdivision of the State of California

By: _____
M.K. Blake Estate Company

By: _____
Honorable Richard Anderson
Chairman of the Board Supervisors

OWNER/LESSOR:

By: _____
9 Miller Court Properties

ATTEST:

Approved as to form:
COUNTY COUNSEL

By: _____
Julie Patterson Hunter
Clerk of the Board

By: _____