

**AMENDMENT NO. 1 TO SUBLEASE AGREEMENT FOR OFFICE SPACE LOCATED AT  
988 MCCOURTNEY ROAD, GRASS VALLEY, CALIFORNIA**

**THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (“Amendment”)** as a sublease under that certain Commercial Lease Agreement dated December 2, 2014, therewith (collectively the “Original Lease”) and all Amendments by and between M.K. Blake Estate Co., a California Corporation, as Landlord (“Lessor”) is executed by and between the COUNTY OF NEVADA, a political subdivision of the State of California, (“Sublessor”), on the one hand, and Alliance for Workforce Development, Inc., (Sublessee) on the other hand, effective as of February 1, 2016. This Amendment amends that certain Sublease Agreement entitled “Sublease Agreement” dated January 26, 2016 (“Sublease Agreement”) for office space located at 988 McCourtney Road, Grass Valley, California (“Building”).

**WHEREAS**, the Lessor would like to make two minor changes in the language of the Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That page 6 paragraph 20 of the Sublease will be amended to read as follows:

Irrespective of any provision in the Sublease to the contrary, Sublessee shall have the right to terminate this Lease with respect to all or part of the Premises upon one hundred and eighty (180) days prior written notice to Sublessor ("Termination Notice") if the funding, whether County, State or Federal, for the program or agency for which the Premises were leased is reduced or withdrawn, or if distribution of State or Federal funds to the County is suspended or delayed for any reason or the United States Department of Labor, the State of California, NoRTEC or the County of Nevada eliminates or reduces the level of financial support it provides to Sublessee.

2. That page 7 under “CONSENT” will be amended to read as follows:

Lessor hereby consents to the above Sublease under Commercial Lease Agreement between M. K. Blake Estate Company and the County of Nevada dated December 2, 2014, as amended by Amendment No. 1 dated July 21, 2015 (“Original Lease”), and Lessor agrees to be bound by all obligations of Lessor as set forth under the Original Lease.

3. In all other respects, the prior agreement of the parties shall remain in full force and effect except as amended herein.

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

Approved as to form:  
COUNTY COUNSEL

By: \_\_\_\_\_

Julie Patterson-Hunter  
Clerk of the Board

**SUBLESSEE:**

By: \_\_\_\_\_  
Traci Holt  
Executive Director

**ATTEST:**

**SUBLESSOR:  
COUNTY OF NEVADA**

By: \_\_\_\_\_  
Dan Miller  
Chair of the Board of Supervisors

**CONSENT**

Lessor hereby consents to the above Amendment #1 to the Sublease under Commercial Lease Agreement between M. K. Blake Estate Company and the County of Nevada dated December 2, 2014, as amended by Amendment No. 1 dated July 21, 2015 ("Original Lease"), and Lessor agrees to be bound by all obligations of Lessor as set forth under the Original Lease.

Dated: \_\_\_\_\_

**LESSOR:****M.K. Blake Estate Company**

By: \_\_\_\_\_  
Jeffrey Leiter, President