



RESOLUTION No. 19-123

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NO. 2 AMENDING THE OBLIGATIONS PERTAINING TO THE LEASE AGREEMENT FOR THE BRIGHTON GREENS BUSINESS PARK LOCATED AT 988 MCCOURTNEY ROAD, GRASS VALLEY, CALIFORNIA

WHEREAS, the County of Nevada entered into a Lease Agreement with M.K. Blake Estate Company through Resolution 14-545 for 20,000 square feet of office space for the Nevada County Health and Human Services Agency (HHS) Brighton Greens Resource Center; and

WHEREAS, Resolution 15-351 approved a Tenant Improvement loan to M. K. Blake Estate Company; and

WHEREAS, M.K. Blake Estate Company has sold the property known as the Brighton Greens Business Park to 9 Miller Court, LLC, and Brighton Greens Ventures, LLC, dba 9 Miller Court Properties; and

WHEREAS, as a condition of the loan a Tenant Estoppel Agreement was requested by the Lender Wells Fargo Bank, N.A. for the property purchase and agreed to and executed by the County of Nevada as tenant on December 22, 2018; and

WHEREAS, this Amendment approves the assumption agreement of 9 Miller Court Properties to assume all obligations as provided for in the original contract approved through Resolution 14-545, and subsequent Amendment 1, approved through Resolution 15-351 excluding Tenant Improvements pursuant to Exhibit A; and

WHEREAS, this Amendment approves the assignment of the rights to the Nevada County Tenant Improvement Loan, approved through Resolution 15-351, repayment back to the seller M.K. Blake Estate Company; and

WHEREAS, this Amendment approves a novation releasing M.K. Blake Estate Company from all obligations in the original lease agreement with Nevada County as approved in Resolution 14-545; and

WHEREAS, all other terms and conditions of the Lease and Tenant Improvement Agreement remain in full force and effect.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California, approves in substantially the form attached hereto, Amendment No. 2 amending the obligations pertaining to the Lease Agreement for the Brighton Greens Business Park located at 988 McCourtney Road, Grass Valley, CA and that the Chair of the Board of Supervisors be and hereby is authorized to execute Amendment No. 2 on behalf of the County of Nevada.

Funding: Health and Human Services Agency 1589-50101-491-4000/521800

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of March, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



3/26/2019 cc: Facilities*
AC*(hold)



Richard Anderson, Chair

4/9/2019 cc: Facilities*
AC*(release)

**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.

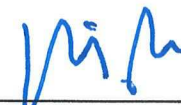
IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of this day and year first above written.

SELLER:

By: 
M.K. Blake Estate Company

LESSEE:

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

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: 

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

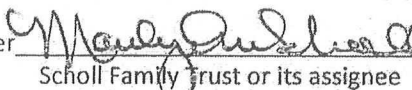
For valuable consideration, the receipt and adequacy of which is hereby acknowledged, TBD, LLC ("Assignor") hereby assigns and transfers to MK Blake Estate Co ("Assignee") Assignor's rights and interests in the "TI Loan Repayment" or "Payment of Tenant Improvements" as further described in Paragraphs 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.

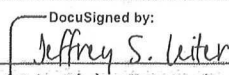
If, for any reason, The County of Nevada does not make payments out directly to Assignee per the terms and instructions of the assignment notification to be provided to The County by Assignee, but instead makes them directly to Assignor, then Assignor will immediately endorse over the payment, or otherwise 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
Buyer 
Scholl Family Trust or its assignee

Date 11/9/2018 | 11:59 AM PST
DocuSigned by:
Seller 
M.K. Blake Estate Company

Buyer Initials MS
Seller Initials JSL

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.

ASSUMPTION AGREEMENT

March 5, 2019

This Assumption Agreement, and by execution hereof, confirms that all rights and title to the property commonly known as the Brighton Greens Business Park, with addresses of 944, 960, 988, 996 and 1020 McCourtney Road, Grass Valley, California was transferred from the M.K. Blake Estate Company to 9 Miller Court LLC & Brighton Ventures LLC effective January 24, 2019 as recorded in the Records of County of Nevada. Upon said transfer of ownership, 9 Miller Court LLC and Brighton Greens LLC, dba 9 Miller Court Properties, having an address of 944 McCourtney Road, Suite J, Grass Valley, CA assumed all responsibility to and benefits from the ownership of subject property, including all Leasehold interests of said property, and more specially, that certain Lease dated December 4, 2018 by and between the County of Nevada, Nevada County Health and Human Services, including a sublease agreement to One Stop/CalWORK's Service Provider for 988 McCourtney Road, Grass Valley, CA 95949.

ACKNOWLEDGED AND ATTESTED TO

9 Miller Court LLC

By Marilyn M. Scholl Date 3-5-19

Marilyn M. Scholl

Brighton Greens, LLC

By Damon P. Scholl Date 3-5-19

Damon P. Scholl

EXHIBIT B

**ESTOPPEL AGREEMENT
(Only)**

Tenant's Trade Name: County of Nevada

This ESTOPPEL AGREEMENT ("Agreement") is made as of the date set forth below, by County of Nevada a Local Government, General law County, ("Tenant"), based upon the following facts and understandings of Tenant:

RECITALS

- A. **9 Miller Court LLC, a California limited liability company** and **Brighton Greens Ventures LLC, a California limited liability company**, ("Owner") are or are about to become the owner of the land and improvements commonly known as **Brighton Greens Business Park**, (the "Property").
- B. Tenant is the owner of the tenant's interest in that lease dated **December 8, 2014** which has been amended by instrument(s) dated; First Amendment to Lease – 7/21/15; Sublease Agreement – 2/1/16, and which was originally executed by **M.K. Blake Estate Company**, as landlord, and by **County of Nevada** (Said lease and the referenced amendment(s) thereto are collectively referred to herein as the "Lease") for the office space known as **988 McCourtney Road, Grass Valley, CA 95949**
- C. Owner, as borrower or as co-borrower with one or more other co-borrower(s), has applied to Wells Fargo Bank, N.A. (together with its successors and assigns, "Lender") for a loan ("Loan"), which will be secured by, among other things, a mortgage, deed of trust, trust indenture or deed to secure debt encumbering the Property ("Mortgage").
- D. As a condition to making the Loan, Lender has required that Tenant furnish certain assurances to, and make certain agreements with, Lender, as set forth below.

THEREFORE, as a material inducement to Lender to make the Loan, Tenant warrants and represents to, and agrees with, Lender as follows:

- 1. **ESTOPPEL**. Tenant warrants and represents to Lender, as of the date hereof, that:
 - 1.1 **Lease Effective**. The Lease has been duly executed and delivered by Tenant and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Tenant thereunder are valid and binding, and there have been no modifications or additions to the Lease, written or oral, other than those, if any, which are referenced above in Recital B. There are no other promises, agreements, understandings or commitments between Owner and Tenant relating to the Property, and Tenant has not given Owner any notice of termination under the Lease.
 - 1.2 **No Default**. To the best of Tenant's knowledge: (a) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease either by Tenant or Owner; and (b) Tenant has no existing claims, defenses or offsets against rental due or to become due under the Lease.
 - 1.3 **Entire Agreement**. The Lease constitutes the entire agreement between Owner and Tenant with respect to the Property, and Tenant claims no rights of any kind whatsoever with respect to the Property, other than as set forth in the Lease.
 - 1.4 **No Sublet**. There has not been and is presently no subletting of the Property, or any part thereof, or assignment by Tenant of the Lease, or any rights therein, to any party.

- 1.5 **Minimum Rent.** The current **annual** minimum base rent under the Lease is **\$254,616.00** subject to any escalation, percentage rent and/or common area maintenance charges provided in the Lease, and such rent is current as of the date hereof.
- 1.6 **Rental Payment Commencement Date.** The rent stated in Section 1.5 above will begin or began on **February 1, 2016.**
- 1.7 **Rentable Area.** The rentable area of the leased premises is **20,000** square feet.
- 1.8 **Commencement Date.** The term of the Lease commenced or will commence on **February 1, 2016.**
- 1.9 **Expiration Date.** The term of the Lease will expire on **January 31, 2026** (unless sooner terminated in accordance with the Lease).
- 1.10 **Options to Renew or Extend.** Tenant has no option to renew or extend the lease term, except as follows: **Three (3) Options of Five (5) Years each, upon no less than Six (6) month prior written notice** (if none, write "None").
- 1.11 **No Commission.** To the best of Tenant's knowledge and belief, there are no rental, lease or similar commissions payable with respect to the Lease.
- 1.12 **No Deposits or Prepaid Rent.** No deposits, including security deposits, or prepayments of rent have been made in connection with the Lease, except as follows: **\$20,000.00** (if none, write "None"). None of the rent has been paid more than one (1) month in advance and Tenant agrees not to pay rent more than one (1) month in advance unless otherwise specified in the Lease, except as follows: **On August 1, 2015, Tenant prepaid One Hundred and Twenty Thousand Dollars (\$120,000.00) in Base Rent, to be applied to the end of the Five (5) year lease period ending January 31, 2021.**
- 1.13 **No Other Assignment.** Tenant has received no notice, and is not otherwise aware of, any other assignment of the landlord's interest in the Lease.
- 1.14 **No Purchase Option or Right of First Refusal or any Preferential Right to Purchase.** Tenant does not have any option, the right of first refusal or preferential right to purchase all or any part of the Property, except as follows: **Right of First Offer to Purchase** (if none, write "None") Tenant's option or preferential right to purchase the Property pursuant to Section **Right of First Offer – Standard Lease Addendum** of the Lease is subject and subordinate to the Mortgage as set forth in that certain Subordination, Non-Disturbance and Attornment Agreement of even date herewith and executed by Tenant, Owner, and Lender.
- 1.15 **Possession.** Tenant is in full and complete possession of the Property and has accepted the Property, including any tenant improvements or other work of Owner performed thereon pursuant to the terms and provisions of the Lease, and the Property is in compliance with the Lease. There are no contributions, credits, free rent, rent abatements, deductions, concessions, rebates, unpaid or unreimbursed construction allowances, offsets or other sums due to Tenant from Owner under the Lease, except per 1.12 above.
- 1.16 **Open and Operating.** Tenant is open for business and in operation on the Property.
- 1.17 **Authority.** The undersigned representative of Tenant is duly authorized and fully qualified to execute this instrument on behalf of Tenant thereby binding Tenant.
- 1.18 **Financial Condition; Bankruptcy.** Since the date of the Lease, there has been no material adverse change in the financial condition of the Tenant, and there are no voluntary actions or, to

Tenant's best knowledge, involuntary actions pending against Tenant under the bankruptcy laws of the United States or any state thereof.

2. **HEIRS, SUCCESSORS AND ASSIGNS.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto. Whenever necessary or appropriate to give logical meaning to a provision of this Agreement, the term "Owner" shall be deemed to mean the then current owner of the Property and the landlord's interest in the Lease.
3. **NOTICE OF CHANGES.** Tenant acknowledges and agrees that Owner and Lender shall be entitled to rely on Tenant's certifications set forth herein. Tenant hereby further agrees for a period of ninety (90) days from the date hereof to notify Owner and Lender in writing of any material changes in the truth and accuracy of any of the certifications contained herein promptly upon Tenant's learning of each such change. For purposes of this section, Owner's and Lender's address are as follows unless otherwise notified by Owner and Lender:

Owner:

9 Miller Court LLC and
Brighton Greens Ventures LLC
13436 Swaps Court
Grass Valley, CA 94940
Attn: Marilyn M. Scholl
(530) 477-2260
mkmscholl@gmail.com

Lender:

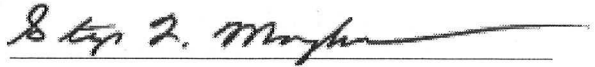
Wells Fargo Commercial Mortgage
Servicing
401 South Tryon Street, 8th Floor
Charlotte, North Carolina 28202
Attention: Commercial Mortgage Servicing
Facsimile No.: (704) 715-0034
Loan No.: 41-0948299

[Signature Page to Follow]

IN WITNESS WHEREOF, Tenant has executed this instrument as of December 22, 2018.

TENANT:

County of Nevada, a Local Government, General Law
County

By: 

Name: Stephen T. Monaghan

Title: Director

RECORDING REQUESTED BY:

First American Title Co.

RETURN TO:

9 Miller Court LLC
13436 Swaps Court
Grass Valley, CA 95949

Nevada County Recorder

Gregory J. Diaz

Document#: 20190001574

Thursday January 24 2019, at 01:47:33 PM

Rec Fee:\$26.00 Transfer tax:\$6930.00

Paid: \$6956.00

Recorded By:CP

FIRST AMERICAN TITLE CO

SPACE ABOVE RESERVED FOR RECORDERS USE ONLY

Document Title: Grant Deed

SB 2 – AFFORDABLE HOUSING AND JOBS – TAX EXEMPTION

- ☒ Exempt from tax per GC 27388.1 (a) (2); recorded with a transfer subject to the imposition of documentary transfer tax
- ☐ Exempt from tax per GC 27388.1: recorded concurrently in connection with a transfer that was subject to documentary transfer tax
- ☐ Exempt from tax per GC 27388.1 (a) (2); recorded with a transfer of real property that is a residential dwelling to an owner-occupier
- ☐ Exempt from tax per GC 27388.1 (a) (2); recorded concurrently in connection with a transfer of real property that is a residential dwelling to an owner-occupier
- ☐ Exempt from tax per GC 27388.1 (a) (1); cap of \$225 reached. \$75 cannot be assessed on remaining documents, titles or parcels because the cap is reached
- ☐ Exempt from tax per GC 27388.1 (a) (1); not related to real property

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)

Additional \$3.00 Applies

RECORDING REQUESTED BY:

First American Title Insurance Company National
Commercial Services

MAIL TAX STATEMENT

AND WHEN RECORDED MAIL DOCUMENT TO:

9 Miller Court LLC
13436 Swaps Court
Grass Valley, CA 95949

Space Above This Line for Recorder's Use Only

A.P.N.: 29-210-09 and 29-210-10 and 29-
210-13 and 29-210-14

File No.: NCS-934141-SC (TW)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$6,930.00; CITY TRANSFER TAX \$-0-;
SURVEY MONUMENT FEE \$-0-

[☒] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[] unincorporated area; [☒] City of **Grass Valley**, and

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **M.K. Blake Estate Company, a California Corporation aka MK Blake Estate Co., as to Parcel One and M.K. Blake Estate Company, a California Corporation, as to Parcel Two**

hereby GRANTS to **9 Miller Court LLC, a California limited liability company, as to an undivided 83.456% interest and Brighton Greens Ventures LLC, a California limited liability company, as to an undivided 16.544% interest, as Tenants in Common**

the following described property in the City of **Grass Valley**, County of **Nevada**, State of **California**:

PARCEL ONE :

PARCEL 1, AS SHOWN ON THE PARCEL MAP FILED ON NOVEMBER 17, 1986, IN BOOK 17, PAGE 98 OF PARCEL MAPS OF NEVADA COUNTY.

EXCEPT THE MINERALS SITUATE MORE THAN 100 FEET BENEATH THE SURFACE OF THE ABOVE DESCRIBED PROPERTY, AND RESERVING THE RIGHT TO WORK AND MINE SAID PROPERTY BELOW SAID DEPTH AND REMOVE MINERALS THEREFROM WITHOUT DISTURBING THE SURFACE THEREOF, AS CONTAINED IN THE DEED DATED APRIL 24, 1962 RECORDED MAY 1, 1962, IN BOOK 315 OF OFFICIAL RECORDS, AT PAGE 474, NEVADA COUNTY RECORDS, EXECUTED BY NEW VERDE MINES COMPANY, A CORPORATION TO JOHN J. LOOSER.

ALSO EXCEPT ANY UNPATENTED FRACTIONAL PORTION OF THE REALTY AS HEREIN ABOVE DESCRIBED.

PARCEL TWO:

PARCEL 2 AND AREA "B" AS PER MAP FILED NOVEMBER 17, 1986 IN BOOK 17, PAGE 98 OF PARCEL MAPS.

Mail Tax Statements To: **SAME AS ABOVE**

Date: 01/15/2019

EXCEPT THE MINERALS SITUATE MORE THAN 100 FEET BENEATH THE SURFACE OF THE ABOVE DESCRIBED PROPERTY, AND RESERVING THE RIGHT TO WORK AND MINE SAID PROPERTY BELOW SAID DEPTH AND REMOVE MINERALS THEREFROM WITHOUT DISTURBING THE SURFACE THEREOF, AS CONTAINED IN THE DEED DATED APRIL 24, 1962 RECORDED MAY 1, 1962, IN BOOK 315 OF OFFICIAL RECORDS, AT PAGE 474, NEVADA COUNTY RECORDS, EXECUTED BY NEW VERDE MINES COMPANY, A CORPORATION TO JOHN J. LOOSER.

ALSO EXCEPT ANY UNPATENTED FRACTIONAL PORTION OF THE REALTY AS HEREIN ABOVE DESCRIBED.

Grant Deed - continued

Date: 01/15/2019

A.P.N.: 29-210-09 and 29-210-10 and 29-210-13 and 29-210-14

File No.: NCS-934141-SC (TW)

Dated: January 15, 2019

M.K. Blake Estate Company, a California corporation

By:

Name: Jeffrey S. Leiter
Title: President

By:

Name: Robin M. Leiter
Title: Secretary

By:

Name: Dianne Fisher
Title: Treasurer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CA)SS

COUNTY OF Nevada)

On Jan. 15, 2019 before me, Sharon C. Rodriguez, Notary Public, personally appeared

Robin M. Leiter
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CA)SS

COUNTY OF Nevada)

On Jan 16, 2019 before me, Sharon C Rodriguez, Notary Public, personally appeared

Geoffrey S. Reiter & Dianna Fisher
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sharon C Rodriguez



This area for official notarial seal.