RECORDING REQUESTED BY:
COUNTY OF HUMBOLDT

AND WHEN RECORDED MAIL TO:
STRADLING YOCCA CARLSON & RAUTH
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attn: Lawrence Chan, Esq.

[Space Above for Recorder's use.]

FIRST AMENDMENT TO ASSIGNMENT AND PURCHASE AGREEMENT

by and between

HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION,
as assignor

and

TREASURER-TAX COLLECTOR
OF THE COUNTY OF HUMBOLDT,
acting on behalf of the Humboldt County Treasury Pool, as assignee

Relating to:

COUNTY OF HUMBOLDT

LEASE AGREEMENT
(2020 INTERIM LEASE FINANCING PROGRAM)

Dated as of September 1, 2020 as amended hereby as of July 26, 2024

NO DOCUMENTARY TRANSFER TAX DUE. This Assignment and Purchase Agreement is recorded for the benefit of the County of Humboldt and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and the recording is fee-exempt under Section 27383 of the California Government Code. Lease term less than 35 years.
APNs: 001-191-003-000; 001-191-004-000; 001-212-010-000; 001-212-013-000; 030-011-003-000; 030-021-003-000

FIRST AMENDMENT TO ASSIGNMENT AND PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSIGNMENT AND PURCHASE AGREEMENT, dated as of July 26, 2024 (this "Assignment Agreement"), is made by and between HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION,, a California nonprofit public benefit corporation (the "Assignor"), as assignor, and the TREASURER-TAX COLLECTOR OF THE COUNTY OF HUMBOLDT, acting on behalf of the Humboldt County Treasury Pool (the "Assignee"), as assignee, and amends, in part, that certain Assignment and Purchase Agreement by and between the Assignor and the Assignee, dated as of September 1, 2020, and recorded in the official records of the County of Humboldt (the "County") on September 30, 2020, as Document No. 2020-017358 (the "Original Assignment and Purchase Agreement" and together with this First Amendment to Assignment and Purchase Agreement, the "Assignment and Purchase Agreement").

W I T N E S S E T H:

WHEREAS, the Assignor and the County have entered into a Site Lease, dated as of September 1, 2020 (the "Original Site Lease"), pursuant to which the County has leased, pursuant to the terms thereof, certain real property, together with all buildings and improvements located thereon, located in the County, as more particularly described in Exhibit "A" thereto (the "Existing Leased Premises") to the Assignor; and

WHEREAS, the County and the Assignor have entered into a Lease Agreement, dated as of September 1, 2020 (the "Original Lease Agreement"), pursuant to which the Assignor, among other things, has leased the Existing Leased Premises to the County, in consideration for which the County has agreed to pay Lease Payments and Additional Payments (as defined in the Original Lease Agreement), all as more particularly described in the Original Lease Agreement; and

WHEREAS, for valuable consideration to be paid by the Assignee, the Assignor has sold, assigned and transferred all of its right, title and interest in and to the Original Site Lease and the Original Lease Agreement (subject to certain exceptions as set forth in the Original Assignment and Purchase Agreement) to the Assignee on the terms and conditions set forth therein; and

WHEREAS, pursuant to Section 7 of the Original Assignment and Purchase Agreement, the Original Assignment and Purchase Agreement may be amended by an instrument in writing executed by the Assignor and the Assignee, with the written consent of the County; and

WHEREAS, the County, the Assignor and the Assignee desire amend the Original Assignment and Purchase Agreement to increase the maximum amount of Draws (as defined in the Original Lease Agreement) the Assignee agrees to disburse to the County from $40,000,000 to $60,000,000 and in connection therewith, amend the Original Site Lease and the Original Lease Agreement, to add to the Existing Leased Premises, certain additional real property described herein (together with the Existing Leased Premises, the "Leased Premises" as shown in Exhibit A hereto); and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1. Definitions. All capitalized terms used herein without definition shall have the meanings given to such terms in the Lease Agreement.

SECTION 2. Amendment to Section 2 of the Original Assignment and Purchase Agreement. Section 2 of the Original Assignment and Purchase Agreement is hereby amended and restated in its entirety to state as follows:

"As consideration for the agreement by the Assignee to disburse to the County from time to time Draws up to an amount of $60,000,000 (the "Purchase Price"), the Assignor does hereby sell, assign and transfer to the Assignee, all of the Assignor's rights, title and interest in and to the Site Lease and the Lease Agreement (excepting only the Assignor's rights to receive Additional Payments under Section 4.6 of the Lease Agreement and its rights to indemnification in accordance with Section 7.4 of the Lease Agreement, referred to herein as the "Reserved Rights"), including the Assignor's right to receive Lease Payments, as well as its rights to enforce payment of such Lease Payments when due or otherwise to protect its interest in the event of a default or termination by the County under the Lease Agreement, in accordance with the terms thereof."

SECTION 3. Effectiveness. This First Amendment to Assignment and Purchase Agreement shall be effective on July 26, 2024.

SECTION 4. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this First Amendment to First Amendment to Assignment and Purchase Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this First Amendment to Assignment and Purchase Agreement shall be affected thereby, and each provision of this First Amendment to Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 5. Counterparts. This First Amendment to Assignment and Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION,, as assignor

By: _____

Bruce Rupp
President

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURE PAGE CONTINUED]

TREASURER-TAX COLLECTOR OF THE COUNTY OF HUMBOLDT, acting on behalf of the Humboldt County Treasury Pool, as assignee

By: _____

Amy Christensen
Treasurer-Tax Collector

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PREMISES

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EUREKA, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT A:

PARCEL ONE:

Parcel 1 of the Record of Survey for the County of Humboldt filed June 12, 1996 in Book 57 of Surveys, page 16, Humboldt County Records.

PARCEL TWO:

All rights and easements appurtenant to Parcel One above as described in the Reciprocal Easement Agreement executed by the County of Humboldt and recorded April 30, 2003, as Document No. 2003-15626-12, Humboldt County Official Records.

TRACT B:

PARCEL ONE:

Parcel 2 of the Record of Survey for the County of Humboldt, filed June 12, 1996 in Book 57 of Surveys, Page 16, Humboldt County Records.

PARCEL TWO:

BEGINNING at the Southeast corner of Parcel 1 as shown on said Record of Survey; thence Westerly along the South line of said Parcel 1, 11.00 feet to the Northeast corner of Parcel 2 as shown on said Record of Survey; thence leaving said South line Southerly along the East line of said Parcel 2, 111.94 feet to the Southeast corner of said Parcel 2, said point also being on the South line of said Block 42; thence Easterly along the South line of said Block 42, 11.00 feet; thence Northerly parallel with the East line of said Parcel 2, 111.94 feet to the point of beginning, as described in the Amended Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded November 20, 2017 as Instrument No. 2017-020885, Humboldt County Records.

PARCEL THREE:

All rights and easements appurtenant to Parcel One above as described in the Reciprocal Easement Agreement executed by the County of Humboldt, and recorded April 30, 2003 as Instrument No. 2003-15626-12, Humboldt County Official Records.

APNs: 001-191-003-000; 001-191-004-000

PARCEL FOUR (LIBRARY)

BEGINNING at the Easterly terminus of Course No. 4, described as North 69 degrees 13 minutes 57 seconds East, a distance of 167.44 feet, in that certain exchange deed between the Ingomar Club and Schultz recorded October 30, 1974, in Book 1262, Page 33 of Official Records; thence South 69 degrees 12 minutes 27 seconds West (equals South 69 degrees 13 minutes 57 seconds West, on said Ingomar Club and Schultz deed), a distance of 121.87 feet, to the True Point of beginning of the land to be herein described:

THENCE at a right angle to Third Street, South 10 degrees 46 minutes 00 seconds East, a distance of 286.43 feet to a point on the North line of Third Street, as said street is shown on the Official Map of the City of Eureka, adopted by the City Council on May 7, 1894;

THENCE North 79 degrees 14 minutes 00 seconds East, along the North line of Third Street, a distance of 160.35 feet, to a point 60 feet West, from the East line of "O" Street, of the Eddy Tract Addition:

THENCE North 0 degrees 01 minutes 06 seconds West, along "O" Street as now laid out, being parallel to said East line of "O" Street, of the Eddy Tract Addition, a distance of 236.39 feet, to a point on the extension of the North line of Third Street, of the Eddy Tract, as said line is now extended Westerly in a continuation of the same line of the Street, as laid out East of "P" Street;

THENCE North 89 degrees 58 minutes 54 seconds East, along Third Street of the Eddy Tract Addition, as so laid out, a distance of 3.03 feet;

THENCE North 17 degrees 50 minutes 00 seconds West, a distance of 39.80 feet; THENCE North 72 degrees 10 minutes 00 seconds East, a distance of 30.00 feet; THENCE North 17 degrees 50 minutes 00 seconds West, a distance of 30.00 feet; THENCE North 72 degrees 10 minutes 00 seconds East, a distance of 30.00 feet; THENCE North 17 degrees 50 minutes 00 seconds East, a distance of 15.00 feet; THENCE North 72 degrees 10 minutes 00 seconds East, a distance of 30.00 feet; THENCE North 17 degrees 50 minutes 00 seconds West, a distance of 15.00 feet; THENCE North 72 degrees 10 minutes 00 seconds East, a distance of 3.00 feet; THENCE North 17 degrees 50 minutes 00 seconds West, a distance of 40.83 feet; THENCE South 72 degrees 10 minutes 00 seconds West, a distance of 5.93 feet; THENCE North 62 degrees 50 minutes 00 seconds West, a distance of 72.98 feet; THENCE North 17 degrees 50 minutes 00 seconds West, a distance of 18.43 feet; THENCE South 72 degrees 10 minutes 00 seconds West, a distance of 81.21 feet; THENCE South 52 degrees 35 minutes 00 seconds West, a distance of 18.00 feet; THENCE South 72 degrees 10 minutes 00 seconds West, a distance of 120.93 feet, to a point that bears North 10 degrees 46 minutes 00 seconds West from the Point of Beginning: THENCE South 10 degrees 46 minutes 00 seconds East, a distance of 125.73 feet to the Point of Beginning.

APN: 001-212-010-000 and 001-212-013-000

PARCEL FIVE (FAIRGROUNDS)

BEGINNING at the intersection of the North line of Arlington Avenue with the West line of Main Street in the City of Ferndale, said point being North 0 degrees 30 minutes 33 feet from the Southeast corner of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 2, Township 2 North, Range 2 West, Humboldt Meridian; thence South 89 degrees 26 minutes 30

seconds West, 333.3 feet to the true point of beginning; thence South 89 degrees 26 minutes 30 seconds West along the North line of Arlington Avenue, 994.5 feet to a fence; thence North 0 degrees 28 minutes 45 seconds West, 1319.6 feet to the North line of the Southwest Quarter of the Northeast of said Section 2; thence South 89 degrees 59 minutes 15 seconds East, along said North line, 660 feet; thence South 0 degrees 42 minutes 30 seconds East, 17 feet; thence South 89 degrees 59 minutes 15 seconds East, 662.74 feet to the East line of said Southwest Quarter of the Northeast Quarter of Section 2; thence South 0 degrees 42 minutes 30 seconds East along said East line, 458.10 feet to the Northerly boundary of that certain parcel of land described in the deed from Peter Jacobsen and wife to the Ferndale Union High School District recorded February 9, 1922 in Book 156 of Deeds, Page 338, Humboldt County Records; thence South 88 degrees 38 minutes 45 seconds West along said Northerly boundary line, 332.64 feet to the Westerly boundary thereof; thence South 00 degrees 42 minutes 30 seconds East along said Westerly boundary line, 500 feet; thence South 0 degrees 35 minutes 30 seconds East, 326.70 feet to the true point of beginning.

EXCEPTING THEREFROM that portion thereof conveyed to the City of Ferndale by deed recorded August 17, 1939 in Book 240 of Deeds, Page 414, Humboldt County Records.

ALSO EXCEPTING THEREFROM, those portions thereof conveyed to the Ferndale Union High School District of Humboldt County by the following deeds: (a) Deed recorded September 16, 1958 in Book 503 of Official Records, Page 339, Humboldt County Records. (b) Deed recorded February 17, 1961 in Book 623 of Official Records, Page 439, Humboldt County Records. (c) Deed recorded June 5, 1973 in Book 1194 of Official Records, Page 193, Humboldt County Records. (d) Deed recorded August 16, 1974 in Book 1252 of Official Records, Page 208, Humboldt County Records.

APN: 030-071-001-000 and 030-081-006-000

PARCEL SIX (FAIRGROUNDS)

ALSO BEGINNING on the South line of a road at a point located 1387-1/4 feet North and 856.3 feet East from the point Southwest corner of the Southeast Quarter of Northwest Quarter of Section 2 in Township 2 North, Range 2 West, Humboldt Meridian; thence East along the South line of road, 485 feet; thence South, 898.2 feet; thence West, 485 feet; and thence North, 898.2 feet to the point of beginning.

ALSO BEGINNING on the quarter section line at a point that is distant 33 feet North from the interior quarter section corner of Section 2 in Township 2 North, Range 2 West, Humboldt Meridian; and running thence West on the North line of Arlington Avenue parallel with the quarter section line, 670.20 feet to a point that is distant 658.25 feet East from the Southwest corner of Southeast Quarter of Northwest Quarter of said Section 2; thence North at a right angle to Arlington Avenue 1322.22 feet to the subdivision line (South line of Van Ness Avenue); thence East on subdivision line, 192.16 feet to the Northwest corner of land heretofore conveyed to Manuel Luiz Rocha by deed of record;

thence South, 898.2 feet to the Southwest corner of Rocha land; thence East, 485 feet to the quarter section line; and thence South on quarter section line, 424.45 feet, more or less, to the point of beginning.

APN: 030-011-003-000 and 030-021-003-000

ACKNOWLEDGMENT

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 CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

ACKNOWLEDGMENT

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.

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WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC