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 LEASE AGREEMENT

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

by and between

HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION, as Lessor

and

COUNTY OF HUMBOLDT, as Lessee

Relating to:

COUNTY OF HUMBOLDT (2020 INTERIM LEASE FINANCING PROGRAM)

NO DOCUMENTARY TRANSFER TAX DUE. This Lease Agreement is recorded for the benefit of the County of Humboldt and the recording is fee-exempt under Section 27383 of the California Government Code.
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

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND EXHIBITS 2

Section 1.1 Definitions and Rules of Construction 2

ARTICLE II AMENDMENTS AND EFFECTIVENESS 2

Section 2.1 Amendment to Exhibit A of Original Lease Agreement 2
Section 2.2 Addition to Existing Leased Premises 2
Section 2.3 Amendment to Section 4.3(a) of Original Lease Agreement 3
Section 2.4 Amendment to Section 4.5 of Original Lease Agreement 3
Section 2.5 Amendments to Exhibit B and Exhibit C to the Original Lease Agreement 4
Section 2.6 Effectiveness of First Amendment to Lease Agreement 4
Section 2.7 Recalculation of Interest Components on Draws 4

ARTICLE III REPRESENTATIONS, COVENANTS AND WARRANTIES 4

Section 3.1 Representations, Covenants and Warranties of County 4
Section 3.2 Representations, Covenants and Warranties of Corporation 5
Section 3.3 Compliance with Law, Regulations, Etc 5

ARTICLE IV MISCELLANEOUS 6

Section 4.1 Severability 6
Section 4.2 Execution in Counterparts 6

Signatures S-1

Exhibit A Schedule of Lease Payments A-1
Exhibit B Legal Description B-1
Exhibit C Amended and Restated Draw Request C-1
Exhibit D Amended and Restated Schedule of Interest Components and Payment Schedule D-1

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, dated as of July 26, 2024 (the "First Amendment to Lease Agreement"), is by and between the HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the COUNTY OF HUMBOLDT, a political subdivision duly organized and existing under the laws of the State of California, as lessee (the "County"), and amends, in part, that certain Lease Agreement between the County and the Corporation, dated as of September 1, 2020, and recorded in the official records of the County on September 30, 2020, as Document No. 2020-017357 (the "Original Lease Agreement" and together with this First Amendment to Lease Agreement, the "Lease Agreement");

W I T N E S S E T H:

WHEREAS, the Corporation has been established to assist the County in the financing of public capital improvements to be owned by the County; and

WHEREAS, the County may enter into leases and agreements relating to real property and facilities and improvements to be used by the County; and

WHEREAS, to provide financing for the construction and equipping of certain capital projects of the County (collectively, the "Project"), as described in the Original Lease Agreement, the County has leased the real property legally described in Exhibit G to the Original Lease Agreement (the "Existing Leased Premises") to the Corporation pursuant to a Site Lease, dated as of September 1, 2020 (the "Original Site Lease") and the Corporation has leased the Existing Leased Premises back to the County pursuant to the Original Lease Agreement; and

WHEREAS, the Corporation and the Treasurer-Tax Collector of the County, acting on behalf of the Humboldt County Treasury Pool (the "Assignee") entered into an Assignment and Purchase Agreement dated as of September 1, 2020 (the "Original Assignment Agreement"), pursuant to which the Assignee has agreed to pay consideration in an amount sufficient to provide for the financing of the Project and payment of certain costs incurred by the County in connection with such financing in an amount up to $40,000,000; and

WHEREAS, the County, the Corporation and the Assignee desire to increase the amount the Assignee will agree to pay in consideration for the financing of the Project 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 B hereto) as well as to make certain related amendments as set forth herein; and;

WHEREAS, pursuant to Section 8.3 of the Original Lease Agreement, the Original Lease Agreement may be amended in writing provided that the Assignee shall have consented to such amendment; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this First Amendment to Lease Agreement do exist, have happened and have been performed in regular and

due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions and Rules of Construction. Except as otherwise provided in Section 1.1 of this First Amendment to Lease Agreement, all terms used herein which are defined in the Original Lease Agreement shall have the meanings assigned to them therein. Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any supplement and amendment of the Lease Agreement have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this First Amendment to Lease Agreement, refer to this First Amendment to Lease Agreement as a whole.

"Leased Premises" means that certain real property comprising those parcels described on Exhibit B to this First Amendment to Lease Agreement, and all improvements thereon.

"Long-Term Rate" means the interest rate, based on a 360-day year of twelve 30-day months, applicable to a publicly offered tax-exempt lease revenue bond by a city or county within California with an assumed rating of "A" from a nationally recognized rating agency and with a term comparable to the period from August 1, 2027 to August 1, 2050, as provided by the Placement Agent, plus one percent (1.00%).

"Market Indication Rate" means the interest rate, based on a 360-day year of twelve 30-day months, applicable to a publicly offered tax-exempt lease revenue bond by a city or county within California with an assumed rating of "A" from a nationally recognized rating agency and with a term comparable to the period from the date of the applicable Draw to August 1, 2027, as provided by the Placement Agent.

ARTICLE II
AMENDMENTS AND EFFECTIVENESS

Section 2.1 Amendment to Exhibit A of Original Lease Agreement. The Schedule of Lease Payments as shown in Exhibit A of the Original Lease Agreement is hereby amended and supplemented by deleting Exhibit A in its entirety and substituting the attached Exhibit A therefor.

Section 2.2 Addition to Existing Leased Premises. The County has previously leased to the Corporation the Existing Leased Premises and now desires to lease additional real property to the Corporation pursuant to the terms of the Original Lease Agreement, as amended hereby, which additional real property is described in Exhibit B hereto. On and after the effective date of this First Amendment to Lease Agreement as set forth in Section 2.4 below, Exhibit G to the Original Lease

Agreement is amended in its entirety to include all of the real property set forth in Exhibit B hereto and the Leased Premises shall consist of all of the real property included in Exhibit B hereto.

Section 2.3 Amendment to Section 4.3(a) of Original Lease Agreement.

(a) The last sentence of the first paragraph of Section 4.3(a)(1) of the Original Lease Agreement is hereby amended and restated in its entirety to state as follows:

"The parties hereto specifically acknowledge and agree that the maximum annual Lease Payments due hereunder shall in no event exceed the annual fair market rental value of the Leased Premises which the County has determined to be not less than $4,417,040.00."

(b) The third and fourth paragraphs of Section 4.3(a)(1) of the Original Lease Agreement are hereby amended and restated in their entirety to state as follows:

"The Interest Components shall be calculated based on the Applicable Rate for each Draw times the principal amount of each Draw. The Interest Component due on each Lease Payment Date shall equal one-half of the sum of the Applicable Rate for each Draw times the principal amount of such Draw; provided, however, the Interest Component due on the first Lease Payment Date following a Draw shall be pro-rated for the period from the date of the Draw to such Lease Payment Date. In connection with each Draw, the Assignee shall provide, or cause the Placement Agent to provide, to the County the Interest Component to be paid with respect to such Draw substantially in the form set forth in Exhibit C hereto and a cumulative schedule of Interest Components substantially in the form set forth in Exhibit D hereto, each of which shall be appended to this Lease. If on August 1, 2027 the County shall not have exercised its option to purchase the Leased Premises pursuant to Section 4.5 hereof, the Interest Components shall be recalculated on the full amount of the Principal Components at the Long-Term Rate. The Assignee shall provide to the County a Lease Payment schedule showing the Principal Component and the Interest Component due on each Lease Payment Date after August 1, 2027 which shall be attached hereto and shall supersede any prior Lease Payment schedule in effect.

Not later than five Business Days prior to each Lease Payment Date, the Assignee shall deliver to the County an invoice for the Interest Component due on the upcoming Lease Payment Date which shall be substantially in the form set forth in Exhibit E hereto. In the event a Draw is made on or after the fifth Business Day prior to the next Lease Payment Date, such invoice shall be amended to include the Interest Component due on such Draw on such Lease Payment Date."

Section 2.4 Amendment to Section 4.5 of Original Lease Agreement. Section 4.5 of the Original Lease Agreement is hereby amended and restated in its entirety to state as follows:

"Option to Prepay. The County may exercise, at any time, an option to prepay the Lease Payments and terminate its obligations hereunder except as set forth in Section 10.1 hereof (i) by paying to the Corporation on any date on or after August 1, 2027 an amount equal to the total Principal Components remaining unpaid together with the Interest Components due to the date of payment of the purchase price, (ii) by irrevocably making a security deposit as provided in Section 10.1 hereof from which all remaining Principal Components and Interest Components of the Lease Payments will be paid, or (iii) by applying Net Insurance Proceeds or title insurance or condemnation proceeds as provided in Section 10.2 hereof to pay all remaining Principal Components and Interest Components of the Lease Payments. Upon the payment of all remaining Principal Components and

Interest Components or the making of the security deposit in accordance with Section 10.1 sufficient to pay all Lease Payments and the payment of any Additional Payments then due, all right, title and interest of the Corporation in and to the Leased Premises shall vest in the County without the necessity of any additional document of transfer. In any such event, if necessary, the Corporation shall authorize, execute and deliver to the County any documents reasonably requested by the County to terminate this Lease Agreement in order to confirm such vesting of title in the County."

Section 2.5 Amendments to Exhibit B and Exhibit C to the Original Lease Agreement. Exhibit B and Exhibit C to the Original Lease Agreement are hereby amended and restated in their entirety and replaced with Exhibit C and Exhibit D attached hereto, respectively.

Section 2.6 Effectiveness of First Amendment to Lease Agreement. This First Amendment to Lease Agreement shall be effective on July 26, 2024.

Section 2.7 Recalculation of Interest Components on Draws. Notwithstanding any provision in the Original Lease Agreement or in this First Amendment to Lease Agreement, upon the effectiveness of this First Amendment to Lease Agreement as set forth in Section 2.5 above, the Interest Components on Draws made on and after July 23, 2024, through and including July 23, 2024 shall be recalculated by the Placement Agent based on the Applicable Rate from the date of the applicable Draw to August 1, 2027. Upon such recalculation, the Assignee shall provide, or cause the Placement Agent to provide, to the County, an updated Exhibit C and Exhibit D to the Original Lease Agreement (as such exhibits are amended hereby), reflecting such recalculation.

ARTICLE III
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.1 Representations, Covenants and Warranties of County. The County represents, covenants and warrants to the Corporation as follows:

(a) Due Organization and Existence. The County is a political subdivision and general law county duly organized and validly operating as such under the Constitution and laws of the State of California.

(b) Authorization; Enforceability. The Constitution and laws of the State of California authorize the County to enter into this First Amendment to Lease Agreement and the First Amendment to Site Lease, dated as of July 26, 2024, by and between the County and the Corporation (collectively, the "Amendments") and to enter into the transactions contemplated by and to carry out its obligations under the Original Site Lease, as amended, and the Lease Agreement (together the "Agreements"). The Agreements constitute legal, valid and binding obligations of the County, enforceable in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Defaults. Neither the execution and delivery of the Amendments, nor the fulfillment of or compliance with the terms and conditions of the Agreements, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or

results in the creation or imposition of any prohibited lien, charge or encumbrances whatsoever upon any of the property or assets of the County.

(d) Execution and Delivery. The County has taken all actions required to authorize and execute Amendments in accordance with the Constitution and laws of the State and all acts, conditions and things required by the Constitution and statutes of the State to have been performed precedent to and in the execution and delivery of the Amendments, do exist, have happened and have been performed in due time, form and manner as required by law.

(e) Representations with Respect to Additional Lease Premises. The County hereby certifies as follows in connection with the addition of the real property to the Existing Leased Premises as set forth herein: (1) the Leased Premises have a useful life that extends to at least August 1, 2055; (2) the Leased Premises will be used by the County for authorized public purposes; and (3) that the real property being added to the Existing Leased Premises will be leased to the Corporation free and clear of all liens or claims of others, except for the lien of any Permitted Encumbrances existing as of the date hereof, and that the County will not further encumber title to the Leased Premises except for Permitted Encumbrances.

Section 3.2 Representations, Covenants and Warranties of Corporation. The Corporation represents, covenants and warrants to the County as follows:

(a) Due Organization and Existence; Enforceability. The Corporation is a nonprofit public benefit corporation duly organized, existing and in good standing under and by virtue of the laws of the State, and has the power to enter into the Amendments and the First Amendment to the Assignment and Purchase Agreement, dated as of July 26, 2024 (the "First Amendment to Assignment Agreement"); is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the Amendments and the First Amendment to the Assignment and Purchase Agreement. Each of the Agreements and the Original Assignment Agreement, as amended by the First Amendment to Assignment Agreement (together, the "Corporation Documents") constitutes the legal, valid and binding obligation of the Corporation, enforceable in accordance with its respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Violations. Neither the execution and delivery of the Amendments and the First Amendment to the Assignment Agreement, nor the fulfillment of or compliance with the terms and conditions of the Corporation Documents, nor the consummation of the transactions contemplated by the Corporation Documents, conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which the Corporation is now a party or by which the, Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Leased Premises.

Section 3.3 Compliance with Law, Regulations, Etc.

(a) The County has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Leased Premises or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without

limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Leased Premises (collectively, "Laws and Regulations").

(b) Excluded from the representations and warranties in subsection 3.3(a) hereof with respect to hazardous or toxic materials are those hazardous or toxic materials in those amounts ordinarily found in the inventory of or used in the operation of a county-owned site and facility, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

(c) The County shall comply with, and shall use its best efforts to assure that its tenant's subtenants, agents, licensees, employees, contractors, and agents comply with, all Laws and Regulations and shall keep the Leased Premises free and clear of any hazardous and toxic materials; provided, however, that notwithstanding that a portion of this covenant is limited to the County's use of its best efforts, the County shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the County's obligations contained in Section 2.4 of the Original Lease Agreement.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Severability. In the event any provision of this First Amendment to Lease Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Section 4.2 Execution in Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation and the County have caused this Lease Agreement to be executed in their names by their duly authorized officers, as of the date first above written.

HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION, as Lessor

By: _____
Bruce Rupp
President

COUNTY OF HUMBOLDT, as Lessee

By: _____
Elishia Hayes
County Administrative Officer

CONSENTED TO BY:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Leased Premises conveyed under the foregoing to the County of Humboldt, a political subdivision of the State of California, duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Humboldt, pursuant to authority conferred by a resolution of the Board of Supervisors adopted on July 23, 2024 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: July 25, 2024

COUNTY OF HUMBOLDT

By: _____

Elishia Hayes
County Administrative Officer

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

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

EXHIBIT A

SCHEDULE OF LEASE PAYMENTS*

Lease Payment Date (August 1)	***Principal Component***
2028	$1,465,000.00
2029	1,535,000.00
2030	1,610,000.00
2031	1,690,000.00
2032	1,775,000.00
2033	1,860,000.00
2034	1,950,000.00
2035	2,045,000.00
2036	2,150,000.00
2037	2,255,000.00
2038	2,365,000.00
2039	2,480,000.00
2040	2,605,000.00
2041	2,730,000.00
2042	2,865,000.00
2043	3,005,000.00
2044	3,155,000.00
2045	3,310,000.00
2046	3,470,000.00
2047	3,645,000.00
2048	3,820,000.00
2049	4,010,000.00
2050	4,205,000.00

*In addition to the foregoing Principal Components, Interest Components shall be due and payable on each August 1 and February 1, commencing August 1, 2024 as calculated pursuant to Section 4.3(a)(1) of the Lease Agreement.

EXHIBIT B

LEGAL DESCRIPTION OF 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

EXHIBIT C

AMENDED AND RESTATED DRAW REQUEST

[To be completed by the County and Submitted to the Assignee prior to Date of Draw]

DRAW REQUEST

Lease Draw Number _____
Requested Date of Draw _____
Requested Draw (Amount) $_____

The undersigned, a duly authorized officer of the County of Humboldt, hereby requests that the Treasurer-Tax Collector of the County of Humboldt, as Assignee under that certain Assignment and Purchase Agreement by and between the Humboldt County Public Property Leasing Corporation and the Treasurer-Tax Collector of the County of Humboldt, dated September 1, 2020, as amended from time to time, disburse to the County the amount of the requested Draw stated above representing a portion of the Purchase Price due thereunder. This Draw will bring the total Purchase Price disbursed to date to $_____. The proceeds of this Draw will be applied to finance the financing costs and/or capital improvements listed on Schedule 1 hereto.

Date: _____

COUNTY OF HUMBOLDT

By: _____
County Administrative Officer

ACKNOWLEDGED BY:

TREASURER-TAX COLLECTOR

By: _____

Send Completed Draw Request to:

Humboldt County Treasurer
825 5th Street, Room 125
Eureka, CA 95501-1100
(707) 476-2439
Fax: (707) 445-7608
achristensen@co.humboldt.ca.us

Raymond James (Placement Agent)
One Embarcadero Center, Suite 650
San Francisco, CA 94111
Attn: Emily Giles, Managing Director
(415) 616-8923
Fax: (415) 616-8070
emily.giles@raymondjames.com

SCHEDULE 1

EXHIBIT D

AMENDED AND RESTATED SCHEDULE OF INTEREST COMPONENTS AND PAYMENT SCHEDULE

SCHEDULE OF INTEREST COMPONENTS FOR A DRAW

Draw No.:	_____
Draw Date:	_____
Draw	$_____
Term (Number of Months to 8/1/27)	_____
(A) Market Indication Rate:	_____
(B) Spread:	.50%
(C) = (A) + (B)	
Applicable Rate:	_____%

LEASE PAYMENT SCHEDULE

Date	***Interest Component***

[To be completed by Placement Agent]

SEND COMPLETED EXHIBIT C TO:

County of Humboldt
825 5th Street
Eureka, CA 95501
Attn: County Administrative Officer
ehayes@co.humboldt.ca.us

Humboldt County Public Property Leasing Corporation
825 5th Street
Eureka, CA 95501
Attn: President

Humboldt County Treasurer
825 5th Street, Room 125
Eureka, CA 95501
(707) 476-2439
Fax: (707) 445-2608
achristensen@co.humboldt.ca.us