

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THE SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into as of this 16th day of September 2026 (the **Effective Date**), by and between John E. McNellis, trustee of The McNellis Family Trust U/A dated October 6, 1993, Mary E. Walter, trustee of The Walter Family Trust U/A dated July 29, 2003, Michael S. Powers, trustee of Golding Powers Trust U/A dated 08/28/1997 (collectively, "Seller") and COUNTY OF HUMBOLDT, a political subdivision of the State of California ("Buyer").

RECITALS

- A. Pursuant to that certain Agreement of Purchase and Sale and Joint and Mutual Escrow Instructions, dated as of June 9, 2026, between Seller and Buyer, as amended by the First Amendment to Purchase and Sale Agreement, dated as of July 31, 2026 (the "**Agreement**"), Seller agreed to sell and Buyer agreed to buy that certain real property located at 4325 Broadway Street located in the City of Eureka, County of Humboldt, State of California, as further set forth in the Agreement (the "**Property**").
- B. Seller and Buyer desire once again to amend the Agreement as provided herein.

TERMS

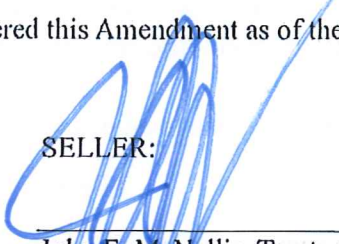
NOW, THEREFORE, for mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller and Buyer, the Seller and Buyer hereby amend the Agreement as follows:

1. **Definitions.** All capitalized terms used and not otherwise defined in this Amendment shall have the meanings respectively assigned to them in the Agreement.
2. **Approval of Contingencies.** This Amendment shall constitute the Approval Notice under Section 2.2 of the Agreement. For clarity, Buyer hereby acknowledges that it approves the Buyer conditions specified in Section 2.1(a) through Section 2.1(g), Section 2.1(k) and Section 2.1(l), of the Agreement. If the condition set forth in Section 2.1(m) is not satisfied or waived in writing by Buyer on or before the Close of Escrow, then, at the option of the Buyer, this Agreement shall terminate upon written notice to Seller and, in the event of such termination, the Deposit made by Buyer hereunder shall be returned to Buyer, and the parties shall have no further obligations under this Agreement (other than those that expressly survive the termination of this Agreement).
3. **Closing.** Subject to the terms and conditions in the Agreement, the Closing shall occur on October 29, 2026.
4. **Binding Effect.** This Amendment shall be binding upon and shall inure to the benefit of the Seller and Buyer hereto and their respective successors and assigns.

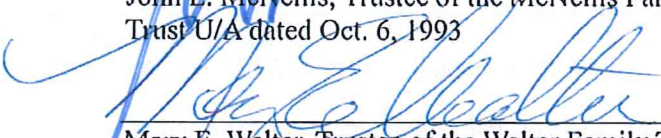
5. Counterparts. To facilitate execution, this Amendment may be executed in any number of counterparts. Additionally, an email or PDF signature shall be deemed to be an original signature. All executed counterparts of this Amendment shall be deemed to be original, but all such counterparts taken together shall constitute on and the same Amendment.
6. Full Force and Effect. Except as set forth hereinabove, the Agreement shall remain in full force and effect.
7. Miscellaneous. If any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail. Except as otherwise expressly provided in this Amendment, nothing contained in this Amendment shall operate to waive the rights of Buyer or Seller under the Agreement. Time is of the essence with respect to the matters set forth herein. This Amendment shall be construed and enforced in accordance with the laws of the State of California. Each individual executing this Amendment on behalf of a party hereto represents and warrants to the other party that he/she has the legal power and authority to bind such party to the terms and conditions hereof.

The parties have executed and delivered this Amendment as of the day and year written above:

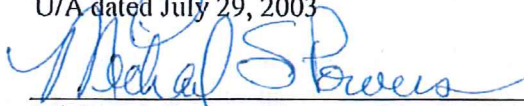
SELLER:



John E. McNellis, Trustee of the McNellis Family
Trust U/A dated Oct. 6, 1993



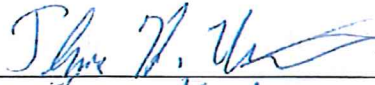
Mary E. Walter, Trustee of the Walter Family Trust
U/A dated July 29, 2003



Michael S. Powers, Trustee of the Golding Powers
Trust U/A 08/28/97

BUYER:

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

By: 

Name: Thomas C. Wattson

Its: Humboldt County Public Works Director