

**FIRST AMENDMENT
LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
EUREKA OLD TOWN, LLC**

This First Amendment to the Lease Agreement dated December 3, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Eureka Old Town, LLC, a California limited liability company, hereinafter referred to as "LESSOR," is entered into on this 19 day of August, 2025.

WHEREAS, on December 3, 2024, COUNTY and LESSOR entered into a Lease Agreement regarding the use of the real property located at 507 F Street and 510 Fifth Street, Eureka, California; and

WHEREAS, COUNTY and LESSOR now desire to amend certain provisions of the Lease Agreement in order to modify the monthly rental rates set forth therein.

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

1. Section 5 – Rent of the Lease Agreement is hereby amended to read as follows:

5. RENT:

A. Monthly Rental Rates. For occupancy and use of the Leased Premises during the Initial Term and any Extension Term, COUNTY hereby agrees to pay LESSOR rent at a monthly rate of Seventy-One Thousand One Hundred Six Dollars and Forty Cents (\$71,106.40) ("Rent").

B. Payment. Rent shall be paid in advance on the first day of each month, except in the event that COUNTY's occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month. Payment shall be made at the following address or such other place as LESSOR may designate in writing to COUNTY:

LESSOR: Eureka Old Town, LLC
Attention: Megan Kramer, Manager
1589 Myrtle Avenue
Eureka, California 95501

C. Annual Escalation. Commencing on December 3, 2025, and continuing each year thereafter for the term of this Lease and any extensions thereof, the annual rate set forth herein shall be automatically adjusted by three percent (3%). At no time shall rent be less than Seventy-One Thousand One Hundred Six Dollars and Forty Cents (\$71,106.40).

3. Except as modified herein, the Lease Agreement dated December 3, 2024 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Lease Agreement, the provisions of this First Amendment shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER; OR
- (3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEE.

EUREKA OLD TOWN, LLC:

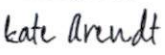
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Date: 4/9/2025 | 4:15 PM PDT

Name: Megan Kramer

Title: Sales and Leasing Manager

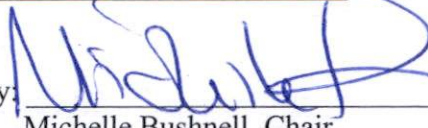
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Date: 4/10/2025 | 9:20 AM PDT

Name: kate Arendt

Title: Director of Operation

COUNTY OF HUMBOLDT:

By: 
Michelle Bushnell, Chair
Humboldt County Board of Supervisors

Date: 8/19/2025

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Phillips, Amanda Digitally signed by Phillips, Amanda
Date: 2025.04.24 09:01:02 -07'00'
Risk Management

Date: _____