

SECOND AMENDMENT TO PROMISSORY NOTE

SECURED BY DEED OF TRUST

This Second Amendment to Promissory Note Secured by Deed of Trust ("Second Amendment") is made and entered into as of April 6, 2026, by and between:

Borrower: Debra Kay Chisum, an individual ("Borrower"),

and

Lender: City of Fortuna, a California public entity ("Lender").

This Second Amendment is made and entered into on the basis of the following recitals of facts:

- A. Borrower executed that certain Promissory Note Secured by Deed of Trust dated October 22, 2020, in the original principal amount of Three Hundred Sixty Thousand Dollars (\$360,000.00) (the "Note"), payable to Lender.
- B. The Note is secured by that certain Short Form Deed of Trust and Assignment of Rents, dated October 22, 2020, executed by Borrower in favor of Lender, recorded November 17, 2020, as Instrument No. 2020-021148, Official Records of Humboldt County, California (the "Deed of Trust").
- C. The parties entered into that certain First Amendment to Promissory Note Secured by Deed of Trust dated as of October 21, 2025 ("First Amendment"), pursuant to which the maturity date of the Note was extended to April 1, 2026 (the "Current Maturity Date").
- D. Borrower has requested, and Lender is willing to agree, to further extend the maturity date of the Note to allow additional time for payment of the remaining principal balance and accrued interest, while maintaining all other terms and continuing interim monthly payments.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower agree to amend the Note as follows:

1. Extension of Maturity Date. The maturity date of the Note is hereby extended from April 1, 2026, to December 31, 2026 (the "Extended Maturity Date"). All principal and accrued interest remaining unpaid as of the Extended Maturity Date shall be due and payable in full on that date.

2. Continuing Interim Payments. Borrower shall continue making monthly installment payments of \$1,932.56, or such adjusted amount as may be required under the Note, on each Installment Payment Date until the Extended Maturity Date. Each payment shall continue to be applied first to accrued interest and then to principal, at the Note Rate of 5.00% per annum.

3. Deed of Trust Remains in Effect. This Second Amendment constitutes an extension and renewal of the Note as referenced in the Deed of Trust. The lien, priority, and all terms of the Deed

of Trust and all other loan documents securing the Note shall remain in full force and effect and shall continue to secure payment of the Note, as amended hereby.

4. No Other Changes. Except as expressly modified herein, all terms, covenants, and conditions of the Note, the Deed of Trust, and the First Amendment shall remain unchanged and in full force and effect.

5. Ratification. Borrower reaffirms all obligations under the Note, the Deed of Trust, and the First Amendment, as amended by this instrument.

6. Reaffirmation of Representations and Warranties. Borrower hereby reaffirms that all representations, warranties, and covenants made by Borrower in the Note, the Deed of Trust, and all related loan documents were true and correct when made and are true and correct in all material respects as of the date of this Second Amendment, with the same force and effect as if made on and as of such date.

7. No Transfer or Assignment. Borrower represents and warrants that Borrower has not sold, transferred, assigned, conveyed, pledged, or otherwise encumbered any portion of the property described in the Deed of Trust or any interest therein, nor has Borrower assigned or transferred any rights, obligations, or interests under the Note, the Deed of Trust, or any related loan documents. Borrower further covenants that Borrower shall not do so without the prior written consent of Lender.

8. No Default. Borrower represents and warrants that no event of default exists under the Note, the Deed of Trust, or any other loan document, and that Borrower is not aware of any condition that, with notice or the passage of time, would constitute a default. Nothing in this Second Amendment shall be deemed or construed as a waiver by Lender of any default or event of default, whether known or unknown, existing or future.

9. Consideration. Borrower acknowledges that the extension of the Maturity Date and the continued forbearance of Lender constitute good and valuable consideration for this Second Amendment, the receipt and sufficiency of which are hereby acknowledged.

10. Governing Law. This Second Amendment shall be governed by and construed in accordance with the laws of the State of California.

11. Counterparts; Electronic Signatures. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile, email, or other electronic means shall be deemed original signatures for all purposes.

12. Entire Agreement. This Second Amendment, together with the Note, the Deed of Trust, and the First Amendment, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous negotiations and understandings.

SIGNATURE PAGE FOLLOWS THIS PAGE

BORROWER:

By: _____

Debra Kay Chisum

Date: _____

LENDER:

CITY OF FORTUNA,
a California public entity

By: _____

Name: _____

Its: _____

Date: _____