

Steve's Christmas Trees, Inc.**THIRD AMENDMENT TO OFFICE LEASE #576-L1311**

THIS THIRD AMENDMENT to that Office Lease #576-L1311 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Lessee"), and Steve's Christmas Trees, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 768 Pleasant Valley Road, Diamond Springs, California 95619, and whose mailing address is Post Office Box 1774, Diamond Springs, California 95619 (hereinafter referred to as "Lessor").

RECITALS

WHEREAS, on May 7, 2013, an Office Lease was entered into between Lessee and Lessor for that certain property known as approximately 13,770 rentable square feet of office space (the "Premises") in the building located at 768 Pleasant Valley Road, Diamond Springs, California (the "Property") for the El Dorado County Mental Health Facility pursuant to Office Lease #576-L1311, dated May 7, 2013, First Amendment to Office Lease #576-L1311, dated May 1, 2024, and Second Amendment to Office Lease #576-L1311, dated August 5, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Lease");

WHEREAS, Lessor will deliver possession of an additional 3,635 rentable square feet of the Premises for a new total of 17,405 rentable square feet, amending **SECTION 1.3, Premises**, **SECTION 1.10, Exhibits**, **SECTION 2.1 Premises.**, and adding **SECTION 2.4.3 and Exhibit A-2, Floor Plan – Top Floor**;

WHEREAS, the parties hereto desire to amend the Lease to update the Lessee Address for Notices, amending **SECTION 1.1, Lessee**;

WHEREAS, Beginning November 1, 2025, Lessee shall pay \$34,297.77 in monthly rent through May 31, 2026. The monthly rent shall then increase four percent (4%) upon each anniversary of the Lease thereafter, amending **SECTION 1.6, Rent** and **SECTION 3: RENT**;

WHEREAS, the parties hereto desire to amend the Lease to require the Lessor to furnish and install sunshades in the eastside offices and rooms and to allow future Lessee alterations to the Premises, amending **SECTION 1.10, Exhibits**, **SECTION 7.1, Lessor Improvements.**, **SECTION 7.2, Lessee Alterations.**, and adding **Exhibit B-4, Top Floor Flooring Request**;

WHEREAS, the parties hereto desire to amend the Lease to require the Lessor to clean the roof and gutters annually, correct the top floor HVAC airflow, inspect the top floor plumbing, and clean any stained carpet tiles on the top floor, amending **SECTION 8: REPAIR AND MAINTENANCE.**, by adding **SECTION 8.5** and **SECTION 8.6**;

WHEREAS, the parties hereto desire to amend the Lease to ensure HVAC consistency throughout the offices and rooms and to state that the exterior trash and disposal services are now a Lessee responsibility, amending **SECTION 9: BUILDING SERVICES, UTILITIES, TAXES AND ASSESSMENTS.**, SECTION 9.1, (a), and SECTION 9.8 Building Services;

WHEREAS, the parties hereto desire to fully replace a specific paragraph to a SECTION to include updated contract provisions, adding **Exhibit F-1, Updated California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Lessee and Lessor mutually agree to amend the terms of the Lease in this Third Amendment to Office Lease #576-L1311 on the following terms and conditions:

- I. **SECTION 1: BASIC LEASE PROVISIONS., SECTION 1.1, Lessee:, SECTION 1.3, Premises:, SECTION 1.6, Rent:, and SECTION 1.10, Exhibits:** of the Lease are amended in their entirety to read as follows:

SECTION 1.1, Lessee:

1.1	<u>Lessee:</u>	<u>Name:</u>	El Dorado County
		<u>Address for Notices:</u>	Chief Administrative Office Attention: Facilities Manager 3000 Fairlane Court, Suite One Placerville, California 95667

SECTION 1.3, Premises:

For the period beginning May 7, 2013, the effective date of the Lease, and continuing through October 31, 2025, Premises shall be in accordance with the following:

1.3	<u>Premises:</u>	Office building consisting approximately <u>13,770</u> rentable square feet of area and ninety (90) parking stalls. The Premises are more fully described in <u>Exhibit A</u> , attached hereto and made a part hereof by reference.
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For the period beginning November 1, 2025, and continuing through the remaining term of the Lease, Premises shall be in accordance with the following:

1.3		<u>Premises:</u>	Office building consisting of approximately <u>13,770</u> rentable square feet of area on the bottom floor and approximately <u>3,635</u> rentable square feet of area on the top floor for a total of approximately <u>17,405</u> rentable square feet of area. Lessee shall have full exclusive access to use all the property's parking stalls. The Premises are more fully described in <u>Exhibit A – Site Plan</u> , incorporated herein and made by reference a part hereof, and <u>Exhibit A-2 – Floor Plan – Top Floor</u> , incorporated herein and made by reference a part hereof.
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SECTION 1.6, Rent:

For the period beginning May 7, 2013, the effective date of the Lease, and continuing through the day before the effective date of the First Amendment to the Lease, rent shall be in accordance with the following:

1.6	<u>Rent:</u>	<u>Monthly Rent</u> \$18,589.50	<u>Monthly PSF Rent, Modified Gross</u> \$1.35
		One month free rent per year for the first five (5) years of the Lease. In addition, Lessor to provide free rent for the remainder of calendar year 2013.	
		Rent shall increase by \$0.05 per rentable square foot on an annual basis during the Term. Rent increases shall be effective on the first day of the month following completion of twelve (12) consecutive months of paid rent.	

For the period beginning with the effective date of the First Amendment to the Lease and continuing through October 31, 2025, rent shall be in accordance with the following:

1.6	<u>Rent:</u>	June 1, 2024, through May 31, 2025, Monthly Rent \$26,163.00
		Rent shall increase upon each anniversary of the Lease by a maximum of four percent (4%) during the term. This rent adjustment process described herein shall not change for the life of the Lease unless otherwise specified in a written amendment.

For the period beginning November 1, 2025, and continuing through the remaining term of the Lease, rent shall be in accordance with the following:

1.6	<u>Rent:</u>	November 1, 2025, through May 31, 2026, Monthly Rent \$34,297.77. Rent shall increase upon each anniversary (June 1st of each year) of the Lease by four percent (4%) during the term. This rent adjustment process described herein shall not change for the life of the Lease unless otherwise specified in a written amendment.
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SECTION 1.10, Exhibits:

1.10	<u>Exhibits:</u>	The following Exhibits are attached to this Lease and incorporated herein by this reference: Exhibit A: Site Plan Exhibit A-1: Bus Stop Preliminary Site Exhibit A-2: Floor Plan – Top Floor Exhibit B: Tenant Improvement Work Exhibit B-1: Space Plan (Part 1) from DesignTech Dated January 7th, 2013, and specification list (Part 2) Exhibit B-2: Tenant Improvement Construction Schedule Exhibit B-3: Repairs and Maintenance Exhibit B-4: Top Floor Flooring Request Exhibit C: Termination Fee Schedule Exhibit C-1: Extended Termination Fee Schedule Exhibit D: ADA Compliance Report Exhibit E: Rules and Regulations Exhibit F: California Levine Act Statement Exhibit F-1: Updated California Levine Act Statement
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II. SECTION 2: PREMISES AND COMMON AREAS, SECTION 2.1, Premises, of the Lease is amended in its entirety to read as follows and SECTION 2.4.3 of the Lease is added in its entirety to read as follows:

2.1 Premises. Lessor hereby leases the Premises to Lessee and Lessee hereby leases from the Lessor the Premises, as outlined on the floor plans in **Exhibit A** and **Exhibit A-2**. The Premises shall include the Tenant Improvement Work specified in **Exhibit B and Exhibit B-1 and all work identified and specified in Exhibit D**, attached hereto and incorporated herein by reference.

2.4.3 Delivery and Possession of the Top Floor. Lessor shall deliver to Lessee possession of the top floor office space in accordance with **Exhibit A-2** (approximately 3,635 square feet) on November 1, 2025.

III. SECTION 3: RENT, of the Lease is amended in its entirety to read as follows:

Rent shall be paid in advance on or before the first day of each calendar month. If the Commencement Date is a day other than the first day of a month, then the first and last monthly installment of Lessee's monthly installment of rent shall be prorated on the basis of a thirty (30) day month. Rent to be paid to Lessor through the means of direct deposit (EFT).

For the period beginning May 7, 2013, the effective date of the Lease, and continuing through the day before the effective date of the First Amendment to the Lease, the rent shall be in accordance with the following:

Commencement Date through December 31, 2013	\$0.00
January 2014	\$0.00
February 2014 through January 2015	\$18,589.50*
February 2015	\$0.00
March 2015 through February 2016	\$19,278.00
March 2016	\$0.00
April 2016 through March 2017	\$19,966.50
April 2017	\$0.00
May 2017 through April 2018	\$20,655.00
May 2018	\$0.00
June 2018 through May 2019	\$21,343.50
June 2019 through May 2020	\$22,032.00
June 2020 through May 2021	\$22,720.00
June 2021 through May 2022	\$23,409.00
June 2022 through May 2023	\$24,097.50
June 2023 through May 2024	\$24,786.00

*This amount is based on the assumption that Lessor will deliver possession of 13,770 rentable square feet of the Premises and is subject to adjustment as provided under Section 2.2 of the Lease. In the event Lessor delivers possession of less than the entire Premises, rent shall be abated and prorated on a square footage basis of rentable space until the entire Premises are delivered.

For the period beginning with the effective date of the First Amendment to the Lease and continuing through October 31, 2025, rent shall be in accordance with the following:

June 1, 2024, through May 31, 2025	\$26,163.00
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Rent shall increase upon each anniversary of the Lease by a maximum of four percent (4%) during the term. This rent adjustment process described herein shall not change for the life of the Lease unless otherwise specified in a written amendment.

For the period beginning November 1, 2025, and continuing through the remaining term of the Lease, rent shall be in accordance with the following:

November 1, 2025 through May 31, 2026:	\$34,297.77
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Rent shall increase upon each anniversary (June 1st of each year) of the Lease by four percent (4%) during the term. This rent adjustment process described herein shall not change for the life of the Lease unless otherwise specified in a written amendment.

IV. SECTION 7: ALTERATIONS AND IMPROVEMENTS. SECTION 7.1 Lessor improvements, and SECTION 7.2 Lessee Alterations, of the Lease are amended in their entirety to read as follows:

7.1 Lessor Improvements. Lessor, at its sole cost and expense, shall construct and provide the Tenant Improvements as described in **Exhibit B, Exhibit B-1, Exhibit B-3, Repairs and Maintenance**, and ADA upgrades as described in **Exhibit D**. Lessor shall require all tenant improvement work to be performed at prevailing wage (where required) pursuant to Labor Code section 1720.2, as may be amended from time to time.

As a condition of the Third Amendment to the Lease, Lessor shall, at its sole cost and expense, furnish and install interior sunshades for east side offices and rooms (of the top floor). Color and style shall be selected by Lessor.

Lessor shall directly contract with a general contractor of its choice to perform Lessor's Improvement Work.

7.2 Lessee Alterations. Lessee shall not make any alterations to the interior of the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee, at its own cost, may install in the Premises the equipment needed for telecommunication system and computer terminals including, but not limited to, the following: (a) telephone and/or cable; (b) key system units; (c) intercom system; (d) security system. Upon termination of the Lease, Lessee shall have the right to remove from the Premises such equipment installed by Lessee.

Lessee shall, at its sole cost and expense, have the right to replace flooring areas in accordance with **Exhibit B-4: Top Floor Flooring Request**, incorporated herein and made by reference a part hereof.

Lessee shall also have the option, at its sole cost and expense, to install interior and exterior security cameras. Cameras must not have other properties in view. In the event the exterior cameras are removed, and removal causes damage, said damage must be repaired by Lessee at Lessee's full cost and expense.

Lessee shall have the option of installing, at its own cost and expense, an access control system to the top floor.

V. SECTION 8: REPAIR AND MAINTENANCE. of the Lease is amended to add SECTION 8.5 and SECTION 8.6, to read as follows:

8.5 At least once per year, Lessor shall clean roof and ensure roof gutters are free of debris.

8.6 As a condition of the Third Amendment to the Lease, Lessor shall:

- a. Correct HVAC air flow to be functional in all of the top floor, westside offices and rooms. No top floor offices or rooms shall exceed a three (3) degree deviation from one another.

- b. Inspect all top floor plumbing fixtures, including toilets, for leaks, and ensure all are functioning correctly.
- c. Professionally clean any stained carpet tiles in the top floor suite, at Lessor's full cost and expense.

VI. **SECTION 9: BUILDING SERVICES, UTILITIES, TAXES AND ASSESSMENTS.** SECTION 9.1, (a) and SECTION 9.8 Building Services, of the Lease are amended in their entirety to read as follows:

- (a) Heating, ventilation, and air conditioning ("**HVAC**") for the comfortable occupancy of Premises for general office purposes, subject to any energy conservation or other regulations which may be applicable from time to time. HVAC functionality shall be consistent throughout offices and rooms with no degree variations of more than three (3) degrees. Temperature checks of any room or office shall be measured on an interior wall, chest height, and away from any air registers as not to skew any readings. The HVAC system shall be inspected each year by a qualified inspector. Lessor shall notify Lessee when the inspection shall occur and shall provide Lessee with a copy of the inspection report within five (5) days of receipt by Lessor. Lessor shall correct any problems identified in the inspection report within ten (10) days of the date of the inspection.

For the period beginning May 7, 2013, the effective date of the Lease, and continuing through October 31, 2025, building services shall be in accordance with the following:

9.8 Building Services. Lessor shall also be solely responsible for the cost of providing the following services to the Property and Premises:

- (i) Propane
- (ii) Building and Liability insurance
- (iii) Real property taxes
- (iv) Snow and ice removal
- (v) Natural gas (if applicable)
- (vi) Water
- (vii) Sewer
- (viii) Landscaping
- (ix) Exterior Trash/Disposal Services
- (x) Pest control/extermination
- (xi) Replacement light fixtures
- (xii) HVAC filters

Lessee shall be responsible for providing janitorial services to the Premises. Lessee shall contract directly with its janitorial vendor for installation, removal, or replacement of light bulbs in the Premises.

Lessor shall inspect the premises bi-monthly and make any necessary repairs at its sole cost and expense (including but not limited to light fixtures, bulbs, paint, mechanical repairs).

For the period beginning November 1, 2025, and continuing through the remaining term of the Lease, building services shall be in accordance with the following:

9.8 Building Services. Lessor shall also be solely responsible for the cost of providing the following services to the Property and Premises:

- (I) Propane
- (II) Building and liability insurance
- (III) Real property taxes
- (IV) Snow and ice removal
- (V) Natural gas (if applicable)
- (VI) Water
- (VII) Sewer
- (VIII) Landscaping
- (IX) Pest control/extermination
- (X) Replacement light fixtures
- (XI) HVAC filters

Lessee shall be responsible for providing exterior trash and disposal services.

Lessee shall be responsible for providing janitorial services to the Premises. Lessee shall contract directly with its janitorial vendor for installation, removal, or replacement of light bulbs in the Premises.

Lessor shall inspect the premises bi-monthly and make any necessary repairs at its sole cost and expense (including but not limited to light fixtures, paint, mechanical repairs).

VII. SECTION 43: CONFLICT OF INTEREST. last paragraph is replaced in its entirety to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Lessor shall complete and sign the attached Exhibit F, marked "California Levine Act Statement," and Exhibit F-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Lessor, if any, to any officer of Lessee.

Except as herein amended, all other parts and sections of Office Lease #576-L1311 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Office Lease #576-L1311 on the dates indicated below.

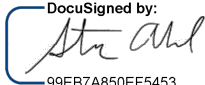
--COUNTY OF EL DORADO--

By: _____

Dated: _____

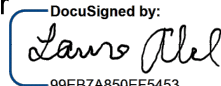
Purchasing Agent
Chief Administrative Office
"Lessee"

--STEVE'S CHRISTMAS TREES, INC.--

By:  _____
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Dated: 10/9/2025 _____

Steven Abel
Chief Executive Officer
"Lessor"

By:  _____
DocuSigned by:
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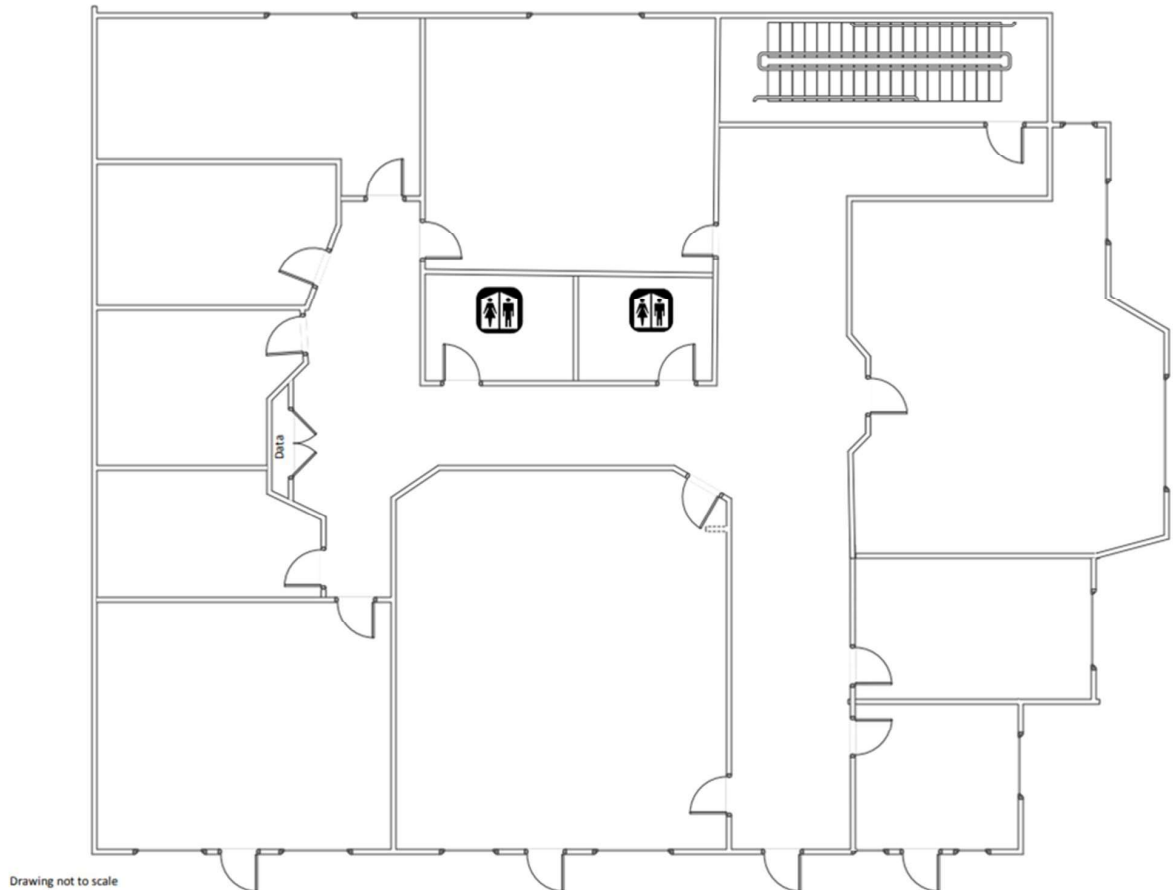
Dated: 10/9/2025 _____

Laura Abel
Chief Financial Officer

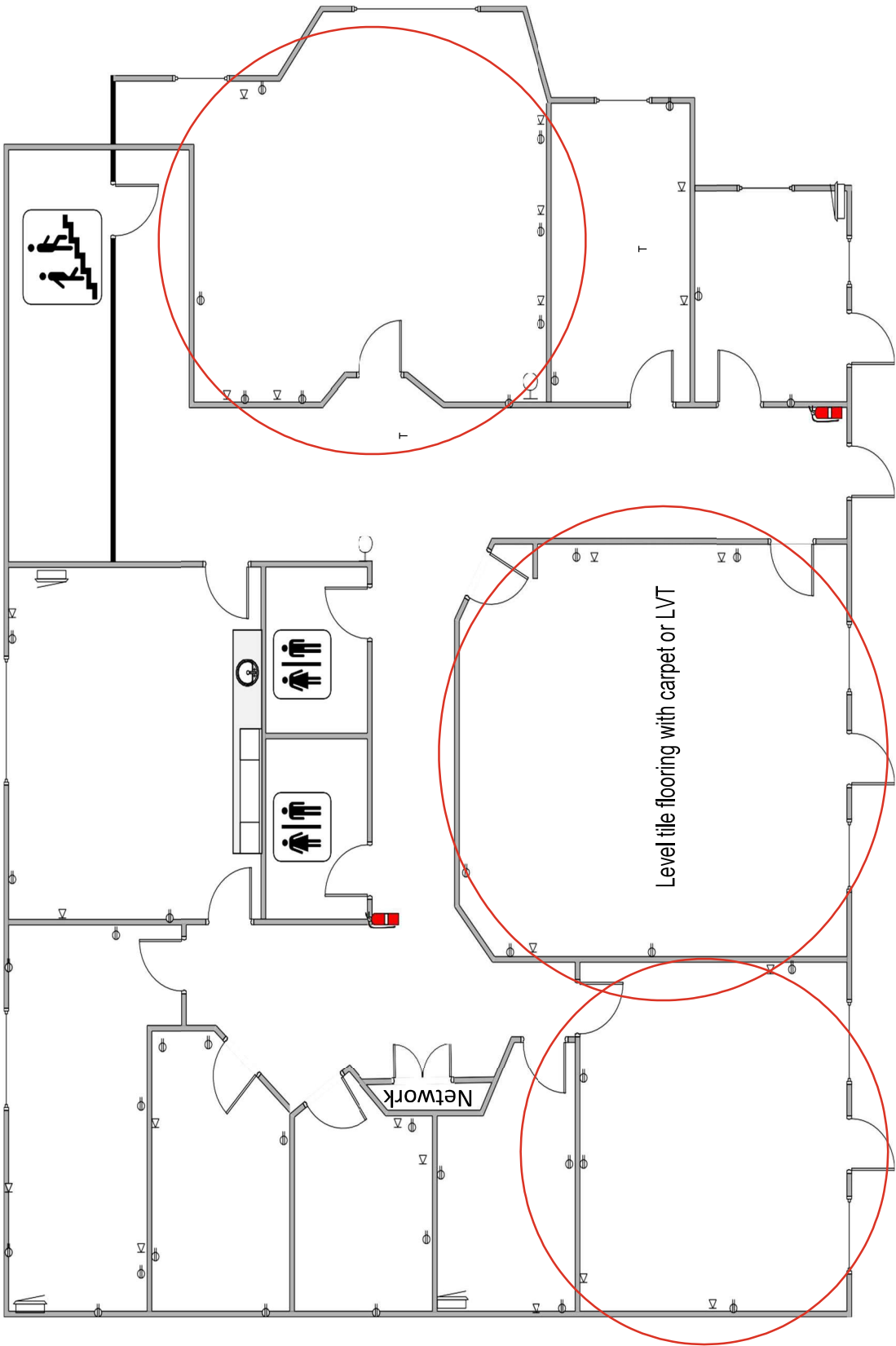
Steve's Christmas Trees, Inc.

Exhibit A-2

Floor Plan – Top Floor



Steve's Christmas Trees, Inc.
Exhibit B-4
Top Floor Flooring Request



Steve's Christmas Trees, Inc.

Exhibit F-1

Updated California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Lessor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES ☒ NO

If yes, please identify the person(s) by name:

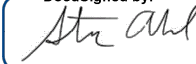
Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

10/9/2025 10/9/2025

Date

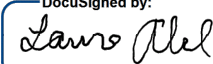
STEVE ABEL

Type or write name of company

DocuSigned by:

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Signature of authorized individual

Steve Abel

DocuSigned by:

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Laura Abel

Type or write name of authorized individual