

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

THIS SECOND 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 Steven & Laura Abel Nevada Family Trust Dated 10/29/2009, a Trust 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, and First Amendment to Office Lease #576-L1311, dated May 1, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Lease");

WHEREAS, On or about June 1, 2024, Steven Abel and Laura Abel, trustees of the Steven & Laura Abel Nevada Family Trust Dated 10/29/2009 transferred the Lease from the Steven & Laura Abel Nevada Family Trust Dated 10/29/2009, and assigned it to their corporation, Steve's Christmas Trees, Inc.;

WHEREAS, Steven & Laura Abel Nevada Family Trust Dated 10/29/2009 executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto Steve's Christmas Trees, Inc. all of Steven & Laura Abel Nevada Family Trust Dated 10/29/2009's rights, title, interest, duties, obligations, and liabilities in, to, and under this Lease. Steven & Laura Abel Nevada Family Trust Dated 10/29/2009's assignment agreement is incorporated herein as Exhibit G, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit G;

WHEREAS, Steven & Laura Abel Nevada Family Trust Dated 10/29/2009 has requested that Lessee accept provisions under the Office Lease and assign all of its rights, obligations, and liabilities to Steve's Christmas Trees, Inc.;

WHEREAS, Steve's Christmas Trees, Inc. acknowledges and agrees that all existing indemnity and insurance obligations shall remain in full force and effect for the duration of this Lease, and as thereafter required by the Lease;

WHEREAS, Steve's Christmas Trees, Inc. shall assume all Steven & Laura Abel Nevada Family Trust Dated 10/29/2009's rights, obligations, and liabilities under the Lease, including outstanding rights, obligations, and liabilities with providing the Premises and Property for the EL Dorado County Mental Health Facility;

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WHEREAS, Lessee will accept this Second Amendment to Office Lease #576-L1311 on condition that Steve's Christmas Trees, Inc. assumes and fulfills the terms and conditions of this Second Amendment, First Amendment, and the Lease;

WHEREAS, the parties hereto desire to amend the Lease to update the Lessor's notice recipients, amending **SECTION 1, BASIC LEASE PROVISIONS, SUBSECTION 1.2**;

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 Office Lease in this Second Amendment to Office Lease #576-L1311 on the following terms and conditions:

- I. All references to Steven & Laura Abel Nevada Family Trust Dated 10/29/2009 throughout the Lease shall read Steve's Christmas Trees, Inc. Steve's Christmas Trees, Inc. assumes all rights, obligations, and liabilities for any and all services provided under this Lease, including any services provided prior to the execution of this Second Amendment.
- II. **SECTION 1, BASIC LEASE PROVISIONS, SUBSECTION 1.2** of the Office Lease is amended in its entirety to read as follows:

1.2	Lessor:	Name: Steve's Christmas Trees, Inc. Address for Notices: Post Office Box 1774 Diamond Springs, CA 95619
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Except as herein amended, all other parts and sections of Office Lease #576-L1311 shall remain unchanged and in full force and effect.

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

--COUNTY OF EL DORADO--

By: Michelle Wernin Dated: 08/05/2024
Purchasing Agent
Chief Administrative Office
"Lessee"

--STEVE & LAURA ABEL NEVADA
FAMILY TRUST DATED 10/29/2009--

By: Steve Abel Dated: 8-1-24
Steven Abel
Trustee
"Lessor"

By: Laura Abel Dated: 8/2/2024
Laura Abel
Trustee

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

By: Steve Abel Dated: 8-1-24
Steven Abel
Chief Executive Officer
"Lessor"

By: Laura Abel Dated: 8/2/2024
Laura Abel
Chief Financial Officer

Steve's Christmas Trees, Inc.**Exhibit G****ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT**

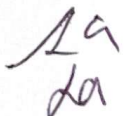
This Assignment, Assumption, and Consent Agreement (this "Assignment Consent") is entered into effective as of the date of last signature and is by and among Steven & Laura Abel Nevada Family Trust Dated 10/29/2009 ("Assignor"), a Trust duly qualified to conduct business in the State of California, and Steve's Christmas Trees, Inc., a corporation duly qualified to conduct business in the State of California, ("Assignee").

RECITALS

- A.** Assignor is Steven & Laura Abel Nevada Family Trust Dated 10/29/2009 under that certain Office Lease #576-L1311 with Lessee dated May 7, 2013, and First Amendment to Office Lease #576-L1311, dated May 1, 2024 (the "Lease").
- B.** The Office Lease pertains to providing 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 for its Chief Administrative Office, Facilities Division.
- C.** This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Office Lease from Assignor to Assignee; (ii) the Assignee's agreement to accept, assume, and discharge all of Assignor's duties, obligations, and liabilities related thereto; and (iii) Lessee's consent thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1.** Assignment. Assignor hereby grants, assigns, transfers, conveys, delivers, delegates, and sets over unto Assignee the Office Lease and all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Office Lease.
- 2.** Assumption. Assignee hereby agrees to take assignment of the Office Lease. As such, Assignee hereby assumes all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Office Lease and agrees to be bound by all of the terms and conditions of the Office Lease, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Office Lease, and to receive the benefits of the Office Lease, all from and after the Effective Date hereof.



3. Counterparts. This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
4. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.
5. Headings. The headings in this Assignment Consent are for reference only and do not affect the interpretation.
6. Successors and Assigns. This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Consent on the dates indicated below.

Assignor:

Steven & Laura Abel Nevada Family Trust Dated 10/29/2009

By: Steven Abel

By: Laura Abel

Name: Steven Abel

Name: Laura Abel

Title: Trustee

Title: Trustee

Date: 8-1-24

Date: 8/2/2024

Assignee:

Steve's Christmas Trees, Inc.

By: Steven Abel

By: Laura Abel

Name: Steven Abel

Name: Laura Abel

Title: Chief Executive Officer

Title: Chief Financial Officer

Date: 8-1-24

Date: 8/2/2024

Steven & Laura Abel Nevada Family Trust

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Second Amendment
Exhibit G