

September 29, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PUBLIC HEARING FOR THE PROPOSED PURCHASE OF REAL PROPERTY
LOCATED AT 2730 AND 2756 UNICORN ROAD IN BAKERSFIELD FROM LYLES UTILITY
CONSTRUCTION LLC FOR USE AS OFFICES AND YARD SPACE BY FIRE DEPARTMENT;
ASSIGNMENT OF EXISTING LEASE AGREEMENT; S.D. #1
(Fiscal Impact: \$4,504,000; Fire Fund; Not Budgeted; Discretionary)**

September 29, 2026 has been set as the time for your Board to consider the County's proposed acquisition of real property at 2730 and 2756 Unicorn Road in Bakersfield, CA, described as Assessor's Parcel Number 492-120-49 ("Property") from Lyles Utility Construction LLC, a California limited liability company ("Owner"). The Property includes approximately 2.77 acres of land, a recently remodeled office/warehouse building measuring approximately 11,799 square feet in area ("Building A"), and another office/warehouse building approximately 5,400 square feet in area ("Building B") that is occupied by a tenant. The entire Property will be utilized by the County's Fire Department in phases. Building A will house the Fire Prevention Division, currently located in a County-owned building at 2820 "M" Street, and Building B will house the Arson Division, currently located in a leased facility at 3555 Landco Drive.

The Fire Prevention Division has added staff over the past few years in response to mandated inspections and an overall increase in permit volume. The current facility no longer provides adequate space to handle the number of employees and volume of work. If vacated by the Fire Prevention Division, the current facility could be leased by a third party or utilized by another County department. Relocating the Arson Division will allow the Fire Department to terminate an existing lease agreement, reducing ongoing expenditures.

A Resolution in the matter of "Acquisition of real property located at 2730 and 2756 Unicorn Road in Bakersfield, CA from Lyles Utility Construction LLC", which has been prepared by the General Services Division and approved as to form by County Counsel, is attached.

Terms of the proposed acquisition include the following:

1. The purchase price for a fee interest in the Property is \$4,500,000, which represents fair market value agreed upon by the parties;
2. County has made a refundable deposit of \$100,000 to Ticor Title, which shall be credited toward the purchase price;
3. County and Owner shall split the escrow and recording fees 50%-50%, estimated at \$4,000;
4. Owner will pay the transfer tax and title fees;

5. Owner will pay for the Condition of Title Report;
6. Owner will pay for the CLTA title insurance policy;
7. The purchase of the Property is subject to County's acceptance of the Condition of Title Report, site due diligence, and acceptance of forthcoming escrow documents by the General Services Division and the Office of County Counsel.
8. County will assume an existing lease agreement on the Property with Dee Jaspar & Associates, Inc. ("Lease Agreement"). The assignment of the Lease Agreement will be included in the escrow package.

The General Services Division has considered possible environmental effects arising from the proposed title transfer, and has determined that the project is exempt from the requirements to prepare environmental documents pursuant to Section 15061(b)(3) of the California Environmental Quality Act ("CEQA") Guidelines, since it can be seen with certainty that there is no possibility that the purchase will have a significant effect on the environment; and furthermore, if it is determined to be a project, then the project would be categorically exempt pursuant to section 15301 of the CEQA Guidelines because the purchase involves negligible or no expansion of use of an existing facility.

Therefore, IT IS RECOMMENDED that your Board: 1) open the hearing on the proposed acquisition of real property located at 2730 and 2756 Unicorn Road in Bakersfield, CA from Lyles Utility Construction LLC; 2) receive public comment; 3) close hearing; 4) make finding that the action is exempt from further CEQA review per sections 15061(b)(3) and 15301 of State CEQA Guidelines; 5) adopt the Resolution; 6) authorize Chair to accept grant deed and sign any related escrow documents, when available, and direct Clerk of the Board to return grant deed to General Services for recording; 7) direct the Auditor-Controller to issue a warrant payable to Ticor Title in the amount listed on the Buyer's Closing Statement.

Sincerely,



Michelle Burns-Lusich
Chief General Services Officer

MB:LW:ag:yz
Attachment
Cc: County Administrative Office
County Counsel
Fire

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF KERN, STATE OF CALIFORNIA**

In the matter of:

Resolution No. _____

**ACQUISITION OF REAL PROPERTY
LOCATED AT 2730 AND 2756 UNICORN
ROAD IN BAKERSFIELD FROM LYLES
UTILITY CONSTRUCTION LLC**

I, NANCY ANDERSON, Clerk of the Board of Supervisors of the County of Kern, State of California, certify that the following resolution, on motion of Supervisor _____, seconded by Supervisor _____, was duly passed and adopted by the Board of Supervisors of the County of Kern at a regular meeting on the _____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

NANCY ANDERSON
County Administrative Officer
Clerk of the Board

Deputy Clerk

RESOLUTION

Section 1. WHEREAS:

(a) Lyles Utility Construction LLC ("Owner") owns certain real property known as Assessor's Parcel Number 492-120-49, located at what is commonly known as 2730 and 2756 Unicorn Road in Bakersfield, CA, and depicted on the attached Exhibit "A" ("Property"); and

(b) Owner has agreed to transfer its interest in the Property to the County of Kern ("County") for a cash payment of \$4,500,000.00; and

(c) County has issued a refundable deposit to Ticor Title in the amount of \$100,000.00, which shall be credited toward the purchase price; and

(d) County and Owner shall split any related escrow and recording fees 50% - 50%; and

(e) Owner shall be responsible for the documentary transfer tax and title fees; and

(f) Owner has provided County with a Condition of Title report; and

(g) Owner shall pay for the standard portion of the CLTA Owner's Coverage Policy of Title Insurance; and

(h) If required by County, County shall pay for any extended title coverage including zoning, survey and comprehensive endorsements; and

(i) The Property is more fully described as:

- APN 492-120-49;
- Approx. 2.77 acres of land in total;
- Two commercial buildings approx. 17,199 sf in combined size;
- Zoned "M-2 Medium Industrial" by County; and

(j) Subject to Board approval, the anticipated transfer of ownership should occur before October 30, 2026; and

(k) Prior to the close of escrow, County will have completed all inspections of the Property, all real estate due diligence, and a review of the title report; and

(l) The Parties have opened escrow with Ticor Title company; and

(m) The General Services Division has considered possible environmental effects arising from the proposed title transfer, and has determined that the project is exempt from the requirements to prepare environmental documents pursuant to Section 15061(b)(3) of the California Environmental Quality Act ("CEQA") Guidelines, since it can be seen with certainty that there is no possibility that the purchase will have a significant effect on the environment; and furthermore, if determined to be a project, then the project would be categorically exempt pursuant to section 15301 of the CEQA Guidelines because the purchase involves negligible or no expansion of use of an existing facility; and

(n) The Planning and Community Development Department has reviewed the proposed acquisition to determine that, pursuant to Government Code section 65402, the proposed acquisition of the Property and use as office and storage/yard space for the Kern County Fire Department is consistent with the provisions of the Metropolitan Bakersfield General Plan and Zoning Ordinance; and

(o) Government Code section 25350 provides that prior to acquiring such an interest in real property, this Board should publish a notice of its intention to purchase.

Section 2. IT IS RESOLVED by the Board of Supervisors of the County of Kern, State of California, as follows:

1. The above recited facts are true and correct, further finds that this Board has jurisdiction to consider, approve, and adopt the subject of this Resolution, and incorporates and makes all the findings recommended by Staff, whether verbally or in their written reports.

2. This Board does hereby approve the acquisition of real property based on the terms specified herein. The Chair of this Board is hereby authorized to sign all documents required by escrow to complete the acquisition of the Property.

3. Pursuant to Government Code section 25350, the Clerk of this Board published the Notice of Intent in the Bakersfield Californian for three weeks.

4. Upon request by the County Administrative Office – General Services Division, the Auditor/Controller is to issue a warrant payable to Ticor Title in the amount listed on the Buyer's Closing Statement, which shall be provided by escrow.

5. The Clerk of this Board shall cause a copy of this Resolution to be submitted to the following:

Property Management
Auditor-Controller
County Administrative Office
County Counsel
Fire

#2927421-JHR

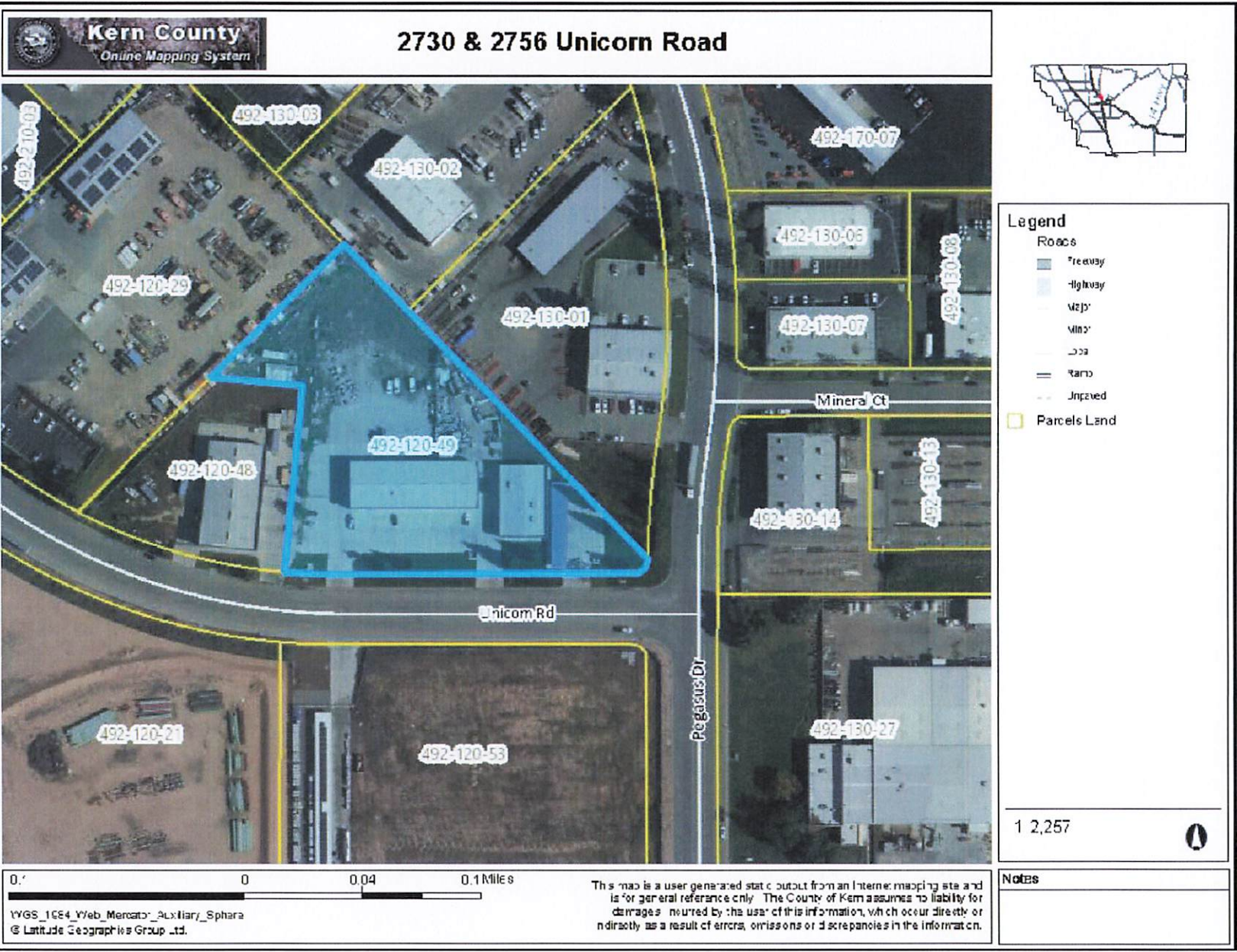


Exhibit "A" - Property

**ASSIGNMENT OF LEASE AGREEMENT
2730 UNICORN ROAD #A, BAKERSFIELD, CALIFORNIA**

THIS ASSIGNMENT is made on this 30th day of October 2026 (“**Effective Date**”) by and between **LYLES UTILITY CONSTRUCTION, LLC**, a California limited liability company (“**Assignor**”) and the **COUNTY OF KERN**, a political subdivision of the State of California (“**County**”).

RECITALS:

A. The County and Assignor executed an Agreement for Purchase and Sale of Real Estate on September 1, 2026 (“**Agreement**”) for the County’s acquisition of real property located at 2730 and 2756 Unicorn Road in Bakersfield, California (Assessor’s Parcel Number (APN) 492-120-49, “**Property**”).

B. There is an existing lease between Assignor and Dee Jasper & Associates, Inc. (“**Lessee**”) affecting a portion of the Property, specifically 2730 Unicorn Road #A, Bakersfield, CA 93308 (“**Lease Agreement**”) that will become the responsibility of County upon the transfer of the Property.

C. Assignor and County desire to assign the Lease Agreement to County and Lessee acknowledges and consents to this assignment.

Assignor and County agree as follows:

ASSIGNMENT:

Assignor assigns and transfers to County all of Assignor’s rights, duties, obligations, title and interest in, under, and to the Lease Agreement for 2730 Unicorn Road #A, Bakersfield, CA 93308, a copy of which is attached to this Assignment as **Exhibit “B”** effective as of the transfer of title to the Property from Assignor to Assignee. County agrees to and does accept this Assignment effective as of the transfer of title to the Property from Assignor to Assignee.

CONSENT OF LESSEE:

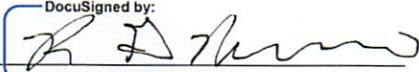
The consent of Lessee is attached as **Exhibit “A.”**

Assignor and County have executed this Assignment as of the Effective Date.

ASSIGNOR:

LYLES UTILITY CONSTRUCTION, LLC

Attn: Richard Nemmer
c/o Lyles Construction Group
P.O. Box 28547
Fresno, CA 93729

By: 
DocuSigned by:
E54DA10355134BA
Richard G. Nemmer
Managing Partner

ASSIGNEE:

APPROVED AS TO CONTENT:

Fire Department

By Aaron Duncan
Aaron Duncan
Fire Chief

General Services Division

By Michelle Burns-Lusich
Michelle Burns-Lusich
Chief General Services Officer

COUNTY OF KERN

By _____
Chair, Board of Supervisors
"County"

APPROVED AS TO FORM:

Office of the County Counsel

By Joshua H. Rudnick
Joshua H. Rudnick
Deputy

EXHIBIT "A"

CONSENT OF LESSEE

Dee Jaspar & Associates, Inc. ("**Lessee**") is a party to the Lease Agreement for 2730 Unicorn Road #A, Bakersfield, CA 93308 ("**Lease Agreement**") described in the foregoing Assignment and hereby consents to the Assignment of the Lease Agreement to the County of Kern, as Assignee, by Lyles Utility Construction, LLC, as Assignor.

DEE JASPAR & ASSOCIATES, INC.

Signed by:
By: Dee Jaspar
Dee Jaspar
President/CEO

Date: 9/15/2026

EXHIBIT “B” – LEASE AGREEMENT

COVER PAGE



COMMERCIAL LEASE AGREEMENT
(C.A.R. Form CL, Revised 12/15)

Date (For reference only): March 27, 2023

LYLES UTILITY CONSTRUCTION, LLC
DEE JASPAR & ASSOCIATES, INC.

("Landlord") and

("Tenant") agree as follows:

- PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2730 Unicorn Road
#A, Bakersfield, CA 93308 ("Premises"), which
comprise approximately _____ % of the total square footage of rentable space in the entire property. See exhibit _____ for a further
description of the Premises.
- TERM:** The term begins on (date) April 1, 2023 ("Commencement Date"),
(Check A or B):
☒ A. Lease: and shall terminate on (date) March 31, 2026 at 11:59 ☐ AM ☒ PM. Any holding over after
the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as
specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other
terms and conditions of this agreement shall remain in full force and effect.
☐ B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the
other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
☐ C. RENEWAL OR EXTENSION TERMS: See attached addendum _____.
- BASE RENT:**
A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
☐ (1) \$ _____ per month, for the term of the agreement.
☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration
of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor
Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____
(the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI
preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the
Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the
adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely
reflects the CPI.
☒ (3) \$ 5,224.00 per month for the period commencing April 1, 2023 and ending March 31, 2024 and
\$ 5,987.00 per month for the period commencing April 1, 2024 and ending March 31, 2025 and
\$ 6,750.00 per month for the period commencing April 1, 2025 and ending March 31, 2026.
☐ (4) In accordance with the attached rent schedule.
☐ (5) Other: _____.
- Base Rent is payable in advance on the 1st (or ☐) day of each calendar month, and is delinquent on the next day.
- If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based
on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month
shall be prorated based on a 30-day period.
- RENT:**
A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
B. Payment: Rent shall be paid to (Name) Lyles Utility Construction, LLC c/o Potter McKinney Inc at (address)
4200 Easton Dr. #5, Bakersfield, CA 93309, or at any other
location specified by Landlord in writing to Tenant.
C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
- EARLY POSSESSION:** Tenant is entitled to possession of the Premises on Tenant is currently in possession.
If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is
☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is
obligated to comply with all other terms of this agreement.
- SECURITY DEPOSIT:**
A. Tenant agrees to pay Landlord \$3,500.00 as a security deposit. Tenant agrees not to hold Broker responsible for its
return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same
proportion as the increase in Base Rent.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges,
non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or
licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of
Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of
the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to
Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the
amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant.
However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after
deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials JFF

Tenant's Initials [Signature]



7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>04/01/2023</u> To <u>04/30/2023</u> Date Date	\$ <u>5,224.00</u>	\$ _____	\$ <u>5,224.00</u>	<u>04/01/2023</u>
B. Security Deposit	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>5,224.00</u>	\$ _____	\$ <u>5,224.00</u>	_____

8. PARKING: Tenant is entitled to -0- unreserved and East parking lot reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: _____
The right to additional storage space ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$125.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: Tenant accepts premises in "AS-IS" condition with all mechanical in good working order.
Items listed as exceptions shall be dealt with in the following manner: _____

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant. including water, electric, and natural gas.

14. PROPERTY OPERATING EXPENSES:

- A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. DELETE SECTION 14

OR B. ☐ (If checked) Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as General Offices
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

- A. Tenant OR ☒ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost. See Ex. 1
B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (JH)Tenant's Initials (JD)

CL REVISED 12/15 (PAGE 2 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)



18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials JSTenant's Initials JS

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COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)



30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☐ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☐ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
35. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials		Tenant's Initials	
---------------------	--	-------------------	--

Landlord's Initials

Tenant's Initials

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COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)



Premises: 2730 Unicorn Road #A, Bakersfield, CA 93308

Date March 27, 2023

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Lyles Utility Construction, LLC

c/o Potter McKinney, Inc.

4200 Easton Dr. #5

Bakersfield, CA 93309

Tenant: Dee Jasper & Associates, LLC

2730 Unicorn Road #A

Bakersfield, CA 93308

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.B. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: _____ (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (JH) _____

Tenant's Initials (DJ) _____

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COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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Dee Jasper



Premises: 2730 Unicorn Road #A, Bakersfield, CA 93308

Date March 27, 2023

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant [Signature] Date 4-10-2023

Dee Jasper & Associates, LLC

(Print name)

Address 2730 UNICORN ROAD Bldg A City BAKERSFIELD State CA Zip 93308

Tenant _____ Date _____

(Print name)

Address _____ City _____ State _____ Zip _____

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord _____ Date _____

(owner or agent with authority to enter into this agreement) Lyles Utility Construction, LLC

Address _____ City _____ State _____ Zip _____

Landlord _____ Date _____

(owner or agent with authority to enter into this agreement)

Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

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Dee Jasper





CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM

(C.A.R. Form CLCA, 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated March 27, 2023
in which Lyles Utility Construction, LLC is referred to as "Landlord"
and Dee Jaspar & Associates, LLC is referred to as "Tenant".
Paragraph 34 of the lease is deleted in its entirety and replaced by the following:

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises ☐ have, or ☒ have not been inspected by a Certified Access Specialist (CASp).
- B. If the Premises have been inspected by a CASp,
- (1) Landlord states that the Premises ☐ have, or ☒ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
 - (2) ☐ (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
- OR ☐ (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
- OR ☐ (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,
"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of Tenant, ☒ Landlord, ☐ Other _____.

Tenant (Signature) _____ Date _____

Tenant (Print name) Dee Jaspar & Associates, LLC

Tenant (Signature) [Signature] Date 4-10-2023

Tenant (Print name) _____

Landlord (Signature) _____ Date _____

Landlord (Print name) Lyles Utility Construction, LLC

Landlord (Signature) [Signature] Date 4-7-2023

Landlord (Print name) Tami Lyles

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Reviewed by _____



CLCA REVISED 11/16 (PAGE 1 OF 1)

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)

Potter McKinney Inc, 4200 Easton Dr, #5 Bakersfield, CA 93309
William Potter

Phone: (661) 496-4672 Fax: (661) 283-4484
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwoll.com

Dee Jaspar

EXHIBIT "C" (Section 17a, Maintenance)

Tenant shall be responsible for purchasing Four (4) Inspections per year Preventative Maintenance (PM) program (PM every 90 days) from a duly licensed and insured HVAC contractor, approved by Landlord, at Tenant's sole cost and expense. Tenant shall further be responsible for any and all HVAC repairs during the lease term up to \$500 per repair per unit per lease year. Landlord shall be responsible for any HVAC repairs in excess of \$500 per repair, per unit per lease year. Evidence of such PM program shall be provided to Landlord within thirty days of the Lease commencement date. If Tenant fails to provide Landlord sufficient evidence of a PM program within the requested time period, then Landlord is relieved of its responsibility to pay for HVAC repairs in excess of \$500 per repair, and Tenant shall be responsible for the full cost of any and all HVAC repairs.

LANDLORD'S INITIALS:

Jff

TENANT'S INITIALS:

Q

**FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT BETWEEN LYLES UTILITY
CONSTRUCTION, LLC AND DEE JASPAR & ASSOCIATES, INC.**

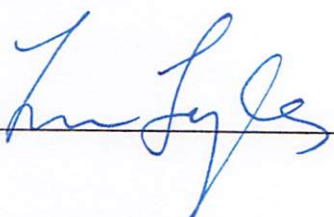
The Commercial Lease Agreement dated March 27, 2023 (the "Lease"), between Lyles Utility Construction, LLC., a California Limited Liability Company ("Lessor"), and Dee Jasper & Associates, Inc., a California Corporation ("Lessee") relating to 2730 Unicorn Road #A, Bakersfield, CA 93308, is hereby amended as follows:

1. Section 2 TERM: This section is hereby amended as follows: The lease term shall be extended to March 31, 2029.
2. Section 3 BASE RENT: Add to (3) Base rent for the period beginning April 1, 2026 shall be increased 3% effective April 1, 2026, and increased an additional 3% thereafter on April 1, 2027, and April 1, 2028.
3. Section 4 RENT: B. Payment shall be paid to Lyles Utility Construction, LLC. at P.O. Box 28220 Fresno, CA 93729, or at any other location specified by Landlord in writing to Tenant.
4. Section 37 NOTICE: To Landlord: Lyles Utility Construction, LLC, c/o Richard Nemmer, Lyles Construction Group, P.O. Box 28547, Fresno, CA 93729.

Except as set forth above, the Lease remains unmodified.

Executed at Bakersfield, California effective December 31, 2024.

LYLES UTILITY CONSTRUCTION, LLC

By:  Its: President/CEO

DEE JASPAR & ASSOCIATES, INC.

By:  Its: President



STANDARD ESTOPPEL CERTIFICATE - BY LESSEE

TO WHOM IT MAY CONCERN:

RE: Lease ("Lease") dated March 27, 2023, by and between Lyles Utility Construction, LLC as Lessor, and Dee Jaspar & Associates, Inc. as Lessee, concerning the real property known as (street address, city, state, zip): 2730 Unicorn Road, #A, Bakersfield, CA 93308 ("Premises"), which Lease was amended December 31, 2024 and guaranteed by none ("Guarantor(s)") (it will be presumed no amendments or guarantees exist unless they are specified above).

Lessee hereby certifies as follows:

1. True copies of the above referenced Lease as amended and the guarantees, if any, are attached hereto marked Exhibit "1" (Attach a copy of Lease, all amendments and guarantees.) Other than the documents included in Exhibit 1 there are no oral or written agreements or understandings between the Lessor and Lessee with respect to the Premises except (if there are no exceptions, write "NONE"): None.

2. The Lease term commenced on April 1, 2023 and expires on March 31, 2029.

3. The current monthly rent and expense pass-through, if any, are as follows:

	Amount	Day of Month Due	Paid Up Through	Year
Rent	<u>\$6,750.00</u>	<u>1st</u>	<u>May</u>	<u>2025</u>
Pass Through	<u></u>	<u></u>	<u></u>	<u></u>

No rents or pass-throughs have been prepaid except as reflected in the Lease. (It will be presumed that no expense pass-throughs are currently required unless set forth above.)

4. The current amount of security deposit held by Lessor is \$3,500.00.

5. The Lease has not been modified, orally or in writing, since its execution, except as hereinabove identified. The Lease is in full force and effect and contains the entire agreement between Lessor and Lessee, except (if there are no exceptions, write "NONE"): None.

6. The improvements and space required to be provided by Lessor have been furnished and completed in all respects to the satisfaction of Lessee, and all promises of an inducement nature by Lessor have been fulfilled except (if there are no exceptions, write "NONE"): None.

7. Lessee has no knowledge of any uncured defaults by Lessor or Lessee under the Lease, except (if there are no exceptions, write "NONE"): None.

8. There are no disputes between Lessor and Lessee concerning the Lease, the Premises or the improvements therein or thereon, except (if there are no exceptions, write "NONE"): None.

9. Lessee is in full and complete possession of the Premises and has not assigned or sublet any portion of the Premises, except (if there are no exceptions, write "NONE"): None.

10. Lessee has no knowledge of any prior sale, transfer, assignment or encumbrance of the Lessor's interest in the Lease, except (if there are no exceptions, write "NONE"): None.

11. Lessee has made no alterations or additions to the Premises, except (if there are no exceptions, write "NONE"): None. If alterations or additions have been made by Lessee, Lessee represents that to the best of its knowledge, all such alterations and additions were done in accordance with the terms of the Lease and in compliance with all applicable laws, rules and regulations, except (if there are no exceptions, write "NONE"): None.

12. The guarantees of the Guarantors named above are still in full force and effect, except (if there are no exceptions, write "NONE"): None.

13. Lessee is not currently the subject of a bankruptcy proceeding and to the best of its knowledge neither Lessor nor any Guarantor is involved in such a proceeding, except (if there are no exceptions, write "NONE"): None.

14. Lessee is aware that buyers, lenders and others will rely upon the statements made in this Estoppel Certificate, and has therefore adjusted the language hereof as necessary to make it an accurate statement of the current facts concerning the Lease. If no such adjustments have been made, said parties may rely upon the statements in this form as printed. Signatures to this Certificate accomplished by means of electronic signature or similar technology shall be legal and binding.

INITIALS

INITIALS

15. Additional items (if there are no additional items, write "NONE"): None .

DATE: 5/27/2025

(Fill in date of execution)

Dee Jaspar & Associates, Inc., a
California Corporation

Signed by:

By:

Dee Jaspar

Name Printed:

Dee Jaspar

Title:

President

Phone:

Fax:

Email:

djaspar@djacivil.com

By:

Name Printed:

Title:

Phone:

Fax:

Email:

Address: 2730 Unicorn Road, #A
Bakersfield, CA 93308

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