

**ATTACHMENT C**  
**LEASE AGREEMENT WITH KINGS VIEW**  
**& KINGS COUNTY ASSOCIATION OF**  
**GOVERNMENTS (KCAG)**

**AGREEMENT # 26-04**

**COMMERCIAL PROPERTY LEASE**

**BETWEEN KINGS COUNTY AREA PUBLIC TRASNIT AGENCY (Landlord)  
and  
KINGS VIEW INC. (Tenant)**

This Commercial Lease (hereinafter Lease ) is made effective as of January 1, 2026 by and between the Kings County Area Public Transit Agency, hereinafter referred to as "Landlord" and Kings View Inc., herein after referred to as "Tenant", is as follows:

**1. PREMISES:**

Landlord by this instrument does lease to Tenant that certain real property located in Kings County, California legally described as 280 E. 7th Street in Hanford, California. The premises leased to Tenant, being the building on the southeast corner of the intersection of Brown and 7<sup>TH</sup> Street in Hanford, together with all the appurtenances thereto (if any), hereafter are referred to collectively as the "Demised Premises".

The use and occupancy by the Tenant of the Demised Premises shall include the reasonable use thereto of all common areas appurtenant to the Building ("Common Areas") including the parking areas, sidewalks, trash receptacles, and other such facilities as may be designated from time to time by Landlord, subject however to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

**2. TERM**

TERM -The premises are leased on a five-year lease term, effective as of January 1, 2026. Either Party may terminate this Lease for any reason by providing the other Party with one (1) month written notice.

**3. RENTAL**

Upon the commencement of the Lease Term, Tenant shall pay to Landlord, without deduction or offset, and prior to notice or demand, rent ("Rent") for the use and occupancy of the Demised Premises at the rate of \$1.35 per square foot, which equates to Six Thousand Three Hundred Thirty Dollars (\$6,330.00) per month, in advance, beginning on the 1st day of the Lease Term and on the first day of each and every calendar month thereafter. Rent shall be pro-rated at the rate of \$208.11 per day should Tenant vacate prior to the end of the month. Further, Tenant shall be responsible for payment of all their own separately billed utilities including but not limited to, telephone, gas, electricity, etc.

Any Rent payment not received by Landlord within ten (10) days of its due date shall be subject to a ten percent (10%) late charge.

4. SECURITY DEPOSIT:

Both Landlord and Tenant agree there shall not be a security deposit required.

5. TAXES:

The tenant shall pay, prior to delinquency all taxed levied upon fixtures, furnishings, equipment and all other personal property belonging to Tenant and placed on the Demised Premises by Tenant.

6. PAYMENT OF RENTAL

Tenant shall pay the rent and all other charges to Landlord at 210 E 7<sup>th</sup> Street, Suite 201, Hanford, California 93230.

7. USE OF DEMISED PREMISES:

(a) Tenant shall occupy and use the Demised Premises for purposes of conducting any and all business associated with its current scope of operations known as operation of Drug and Alcohol Screening and Counselling Services. Tenant shall NOT use the Demised Premises for any other purpose or purposes or under any other trade name whatsoever without the prior written consent of Landlord. Tenants shall not engage in any activity which will increase the existing premium rate of insurance on the Demised Premises or cause a cancellation of any insurance policy covering the Demised Premises, the Building or any part thereof. To the extent such use of the Demised Premises causes an increase in Landlord's insurance premiums, Tenant shall bear the cost of such increase. Notwithstanding the foregoing, Tenant shall not sell or permit to remain in or about the Demised Premises any article that may be prohibited by standard form fire insurance policies.

(b) Tenants shall NOT use the Demised Premises for or carry on or permit any offensive, noisy, or dangerous trade, business, manufacture or occupation, or any nuisance or anything against public policy, nor interfere with the business of any other occupant and/or tenant in the Building (if any). The Demised Premises shall not be used or permitted to be used in whole or in part for any purpose or use in violation of any of the laws, ordinances, regulations or rules of any public authority at any time applicable thereto.

(c) Tenants shall not conduct or permit any auction, distress, bankruptcy or fire sale to be held on or about the Demised Premises, whether such sale be voluntary or involuntary. Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Demised Premises, without first securing the prior written consent of the Landlord. Tenants shall not solicit in any manner in any of the Common Areas of the Building. No aerial or antenna or any other item shall be erected by or at the instance of Tenant on the roof in each instance, without the written consent of Landlord.

(d) Tenants shall not employ any type of sound emitting device in or about the Demised Premises that is audible outside the Demised Premises, except for fire and burglar alarms.

(e) Tenants are expressly prohibited from:

(i) Committing any violation of any federal, state or municipal statute or ordinance, or any regulation, order, or directive of a governmental agency, as such statutes, ordinances, regulation, orders, or directives now exist or hereafter provide concerning the use and safety of the Demised Premises:

(ii) Committing any violation of any Certificate of Occupancy covering or affecting the use and safety of the Demised Premises, or any part thereof;

(iii) Permitting or creating any public or private nuisance;

(iv) Selling alcoholic beverages;

(v) The displaying, selling, or distributing of any pornographic books, magazines, literature or other printed matter; or drug paraphernalia or sexual paraphernalia;

(vi) Showing, displaying, viewing, renting or selling movie films which would be classified or rated as "X-rated" under present standards or criteria for such classification and rating; or

(vii) Committing or permitting any other act or condition which shall be lewd, obscene or licentious.

#### 8. INSURANCE:

(a) Tenant shall be responsible for carrying Commercial Property Coverage on a Special Form/Replacement Cost Basis for the full replacement value of the structure and name KCAPTA as mortgagee. The tenant shall also be responsible for carrying General Liability coverage of at least \$2,000,000 per occurrence on the location and name KCAPTA as an additional insured.

(b) Tenants shall be responsible for the maintenance of all glass windows in the Demised Premises but shall have the option either to insure the risk or to self-insure. In the event of broken or damaged windows, investigation reveals damage occurred from within Demised Premises, tenant will be responsible for repair or replacement, otherwise Landlord will be responsible.

(c) In the event of fire or other casualty, Tenant hereby waives any right to recover from Landlord, Landlord's officers and employees unless it is deemed by proper officials that the acts or omission of landlord caused such fire or other casualty. If proper officials deem acts or omissions of Tenant caused fire or casualty, Landlord reserves the right to recover from Tenant.

#### 9. WAIVER OF LIABILITY, INSURANCE, INDEMNIFICATION AND SUBROGATION OF CLAIMS:

(a) As a material part of the consideration to be rendered to Landlord under this Lease, Tenant hereby waives all claims against Landlord for damage to goods, wares, merchandise, and equipment in, upon or about the Demised Premises and for injuries to persons in or about the Demised premises from any cause arising at any time unless it is deemed by proper authorities that acts or omissions were caused by Landlord; and Tenant will hold Landlord exempt and harmless from and against any damage or injury to any person arising from the use of the Demised Premises by Tenant or from the failure of tenant to keep the Demised Premises in good condition and repair as herein provided. Tenant shall cause each insurance policy obtained by Tenant to provide that the insurance company waive all right of recovery by way of subjugation against Landlord in connection with any damage covered by any such policies.

(d) During the Lease Term, at Tenant's sole cost and expense, for the mutual benefit of Landlord and Tenant, Tenant shall maintain general liability insurance, including products liability, against claims for persons injury, death, or property damage occurring in, upon or about the Demised Premises. The limits of liability of such insurance shall not to be less than \$2,000,000.00 in respect to injury or death of one person and to the limit of not less than \$2,000,000.00 in respect to any one occurrence and to the limit of not less than \$200,000.00 in respect to property damage or in such higher amounts as Landlord may reasonably require. All such policies of insurance shall be issued in the name of Tenant and Landlord and/or such other party or parties as Landlord may reasonably require and be for the mutual and joint benefit and protection of the parties. Evidence of the issuance of such policies shall be delivered to Landlord within ten (10) days after the Lease Term commences and Tenant shall obtain a written obligation on the part of each insurance underwriter to notify Landlord in writing thirty (30) days prior to any cancellation thereof. All such policies shall also contain a provision that the Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of Tenant's negligence.

#### 10. TENANT IMPROVEMENTS/ALTERATIONS:

So long as Tenant's operations are not altered, Landlord hereby reserves the right at any time and from time to time to make alterations or additions to the Building in which the Demised Premises are contained. Landlord also reserves the right to construct other improvements in or to the Building from time to time and to make alterations thereof or additions thereto.

(a) Regarding any and all Tenant Work, Tenant may, at Tenant's expense and liability, make Tenant Improvements/Alterations to Demised Property. Any contractor engaged in carrying out Tenant's Work shall be approved in writing by Landlord prior to commencing any work or services.

(b) Prior to the commencement of Tenant's Work or any alteration, additions or improvements, Tenant shall furnish such indemnification against liens and other claims as Landlord may require. Landlord may condition its consent to any such work on the indemnification being furnished by Tenant. For all Tenant's Work and any subsequent alterations, additions or improvements, including sign erections, Tenant shall promptly pay contractors and materially so as to minimize the possibility of a mechanic's or materialman's lien attaching to the Premises, and should any such

lien be made or filed, Tenant shall bond against or otherwise discharge or provide assurances satisfactory to Landlord of the payment of the same within ten (10) days after written request by Landlord.

In the event Tenant shall make any permitted alterations, additions or improvements to the Demised Premises under the terms and provisions of this paragraph 10, Tenant agrees upon its part to carry such insurance as required by paragraph 9 covering any such alteration, addition or improvement, it being expressly understood and agreed that none of such alterations, additions or improvements shall be insured by any insurance Landlord may carry upon the Building, nor shall Landlord be required under any provisions for reconstruction of the Demised Premises to reinstall any such alterations, improvements or additions.

#### 11. MAINTENANCE AND SANITATION:

(a) Landlord shall maintain the off-premises plumbing, off-premises electrical and other off-premises facilities serving the Demised Premises and Building. Tenant hereby waives all right to make repairs to those facilities at the expense of Landlord. Further, Landlord shall maintain the exterior landscaping, all exterior lighting, city utilities (water, sewer, trash), the parking lot and real estate property taxes for the entire Premises and the Building in which the Premises are a part. Landlord will maintain and keep the Demised Premises, both interior and exterior including windows, store front, doors, plumbing, pipes, electrical wiring, switches and conduits, as well as all hot water, heating and refrigeration equipment in a good state of repair.

(b) The tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Demised Premises in which to place any refuse or trash. Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a neat, tidy and/or sanitary condition. Tenants shall sweep as needed and keep free of refuse, the sidewalk and area immediately adjacent to their portion of the Demised Premises.

#### 12. SURRENDER OF PREMISES:

Upon expiration of the Lease Term, or upon earlier termination hereof for any reason, Tenant shall quit and surrender the Demised Premises in good order, condition and repair, reasonable wear and tear excepted, and clean and free of refuse.

#### 13. FIXTURES:

If necessary or required, Tenant shall provide, install and maintain at Tenant's sole cost and expense, fixtures of a special nature that may be required by Tenant's business. All such fixtures which are not permanently affixed to the Demised Property shall remain the property of Tenant and may be removed by Tenant not later than the expiration or earlier termination of the Lease Term, if Tenant is not then in default hereunder and that Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, equipment and other similar property, carpeting or other floor covering cemented or otherwise affixed to the floor that may be placed upon, installed in or attached to the Demised Premises by Tenant shall be, at the expiration

or earlier termination of this Lease for any reason, the property of Landlord and remain upon and be surrendered with the Demised Premises, without disturbance, molestation or injury. Tenant shall have the right from time to time during the term of this Lease to remove any such fixtures, equipment or property for the purpose of replacing the same with items of like or better character, quality or value.

#### 14. COMPLIANCE WITH LAWS:

(a) Tenant, at Tenant's sole cost and expense, shall comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to Tenant's use of the Demised Premises, and shall faithfully observe in said use, all municipal ordinances and state and federal statutes now in force or which shall hereinafter be in force.

(b) Tenant shall not commit, or suffer to be committed, any waste upon the Demised Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building.

#### 15. FREE FROM LIENS:

Notice is hereby given that neither Landlord nor Landlord's interest in the Demised Premises shall be at risk of liability, or responsible to persons who furnish material or labor for or in connection with any Tenant Work. If Tenant shall desire to contest any claim of lien, it shall furnish Landlord adequate security of the value or in the amount of the claim, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount conditional on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once.

#### 16. ABANDONMENT:

Tenant shall not vacate or abandon the Demised Premises at any time during the Lease Term; and if Tenant shall abandon, vacate or surrender the Demised Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Demised Premises shall be deemed to be abandoned, at the option of Landlord.

#### 17. SIGNS AND ADVERTISING MATERIALS:

Tenant shall not erect or place on or about the exterior of the Demised Premises any signs, advertising materials, or marquee, unless and until Landlord shall have given prior written approval thereof, and unless and until Tenant has complied, at its sole cost and expense, with the requirements of all municipal, state, or federal authorities pertaining to the erection or placement of a sign on the Demised Premises. Landlord shall have the right to approve, and to require the removal of any sign, banner, or advertising device or material located within the Demised Premises that is visible from outside the Demised Premises not pre-approved by Landlord. Tenant shall not display, paint, or place or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the Common Area or in the vicinity of the Building, whether belonging to Tenant, or to Tenant's agent, or to any other person; nor shall



Tenant distribute, or cause to be distributed any handbills or other advertising devices, and in the event of a violation of this covenant by Tenant, Tenant shall pay to Landlord the cost and expense necessary to remove any such unauthorized material.

18. EXTERIOR LIGHTING:

Tenant shall not install any exterior lighting on the Demised Premises unless and until Landlord shall have approved in writing the design, type, kind and location of the lighting to be installed, to be given or withheld in Landlord's sole discretion.

19. UTILITIES:

Tenant shall pay before delinquency all charges for gas, heat, electricity, power, telephone service, and all other similar services of utilities used in, upon, or about the Demised Premises by Tenant or any of Tenant's subtenants, licensees, or concessionaires during the term of this Lease. If any utility is not separately metered, Tenant agrees to reimburse Landlord for the cost of said service. Any security deposit, or connection charges, required by any utility company to furnish the service to Tenant shall be paid by Tenant.

20. ENTRY AND INSPECTION:

Tenant shall permit Landlord and Landlord's Agents to enter into and upon the Demised Premises at all reasonable times during normal business hours upon at least 24 hour written notice for the purpose of inspecting the same or for the purpose of maintaining the Building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required, or for the purpose of posting notices of non-liability for alteration, additions or repairs, or for the purpose of placing upon the Building any usual or ordinary "For Sale" or "For Lease" signs. Landlord shall be permitted to do any of the above without any rebate of rent and without any liability to Tenant for any loss of occupancy or quiet enjoyment of the Demised Premises thereby occasioned.

21. DAMAGE AND DESTRUCTOIN OF PREMISES:

(a) In the event:(i) of the destruction of the Demised Premises or the Building during the Lease Term which requires repairs to either the Demised Premises or Building; or (ii) the Demised Premises or Building is declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupancy, which declaration requires repairs to either the Demised Premises or the Building, Landlord shall forthwith make repairs provided Tenant gives Landlord twenty (20) days written notice of the necessity therefore. No such destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) shall in any way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of Rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant. If, however, the Building is damaged as a result of fire or any other insured casualty to an extent in excess of forty (40%) percent of its then replacement cost (excluding foundation), either party, within thirty (30) days following the date such damage occurs, may terminate this Lease by written notice to the other party: and upon such



termination, both parties, without further action, shall be released from any obligations or liabilities to each other. If Landlord, however, elects to make said repairs, and provided Landlord uses due diligence in making said repairs, this Lease shall be proportionately reduced as hereinabove provided. If Landlord elects to terminate this Lease, all rentals shall be prorated as of the date of such termination.

(b) The foregoing to the contrary notwithstanding, if the building is damaged or destroyed at any time during the term hereof to an extent of more than twenty percent (20%) of its then replacement cost (excluding foundation) as a result of a casualty not insured against, either party, within thirty (30) days following the date of such destruction, may terminate this Lease upon written notice to the other party; and upon such termination, the Landlord shall be released without further action, from any obligations or liabilities to Tenant. If Landlord does not elect to so terminate, Landlord shall promptly rebuild and repair the Demised Premises and Tenant's rental obligation shall be proportionately reduced as hereinabove provided.

(c) In the event fifty percent (50%) or more of the Building shall be damaged or destroyed by fire or other cause, notwithstanding that the Demised Premises may be unaffected by such fire or other cause, either party shall have the right, to be exercised by notice in writing delivered to the other party within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to Tenant, the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Demised Premises and surrender the same to Landlord.

(d) Notwithstanding the above, if damage to the premises exceeds 25% or takes longer than 60 days to repair or replace, Tenant may at its option, terminate this lease.

## 22. ASSIGNMENT AND SUBLETTING:

Tenant shall have neither the power or the right to assign or sublease this Lease, or any interest therein, and Tenant shall not assign or sublet the Demised Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of Tenant excepted) to occupy or use the Demised Premises, or any portion thereof, without first obtaining the written consent of Landlord, to be given or withheld in Landlord's sole discretion. Consent by Landlord to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to an assignment shall not release the original named Tenant from liability for the continued performance of the terms and provisions on the part of Tenant to be kept and performed, unless Landlord specifically releases the original named Tenant from said liability. Any assignment or subletting without the prior written consent of Landlord shall be void, and, at the option of Landlord, shall terminate this Lease. Neither this Lease nor any interest herein shall be assignable, as to the interest of Tenant, by operation of law, without the prior written consent of Landlord.

## 23. DEFAULT, RE-ENTRY REMEDIES:

(a) If Tenant shall fail to pay any part of the Rent herein provided or any other sum required

by this Lease to be paid to Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed and such failure to perform other covenants shall continue for ten (10) days after written notice thereof from Landlord to Tenant, then Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Demised Premises, without liability to any person or damages sustained by reason of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Tenant.

(b) In the event of any default under this Lease, Landlord shall immediately become entitled to pursue any and all remedies available to it hereunder, at law or in equity. During the continuance of this Lease after a default, the whole amount of Rent and all additional rent herein reserved shall be due and payable at the time herein specified.

(c) Should Landlord elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease to the same extent and with all the legal incidents as if the Term hereof had expired by lapse of time, or it may re-let, from time to time, without termination of this Lease, the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such reasonable rental and upon such other reasonable terms and conditions as Landlord, at its sole discretion, may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon such re-letting, the rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost and expenses of such reletting and of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If the rents received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time, thereafter, elect to terminate this Lease for such previous breach.

(d) Notwithstanding anything herein to the contrary, Landlord will have the duty to mitigate its damage upon tenant in the event of a default.

(e) Tenant agrees, in the event it is due to render performance in accordance with any term or condition of this Lease and it fails to render such performance within thirty (30) days after written notification thereof is given in accordance with the notice provision hereof, Landlord shall have the right, but not the obligation, to render such performance in a reasonable fashion and to charge all costs and expenses incurred in connection therewith to Tenant and all amounts so charged shall be due and payable immediately to Landlord upon presentment of a statement to Tenant indicating the amount of such cost or expense. Tenant, upon forty-eight (48) hours notice to Landlord, may inspect at reasonable times all invoices pertaining to the costs incurred in connection with

Landlord's performance of Tenant's obligations hereunder.

(f) No remedy herein conferred upon Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein.

(g) No waiver by either party of the breach of any covenant of this Lease by the other party shall be construed as a waiver of any proceeding or succeeding breach of the same or any other covenant or condition of this Lease, nor shall the acceptance of Rent during any period in which Tenant is in default in any respect, other than the payment of Rent, be deemed to be a waiver of such default by Landlord.

(h) In the event any monies become due and payable from Tenant to Landlord and payment is not promptly made when due, then any and all sums unpaid shall bear interest at the highest rate permitted by applicable law per annum from the due date, except as may otherwise be provided herein.

(i) No act or conduct of the Landlord, whether consisting of the acceptance of the keys to the Demised Premises, or otherwise, shall be deemed to be or constitute an acceptance by Landlord of the surrender of the Demised Premises by the Tenant to the Landlord prior to the expiration of the Lease Term hereof, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by written acknowledgment of acceptance of surrender signed by Landlord.

(j) In the event of breach, default, or noncompliance hereunder by Landlord, Tenant shall, before exercising any right or remedy available to it, give Landlord written notice of the claimed breach, default, or noncompliance. For thirty (30) days following such notice (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be remedied within thirty (30) days), Landlord shall have the right to cure the breach, default, or noncompliance involved.

(k) Anything in this Lease to the contrary notwithstanding, Tenant agrees it shall look solely to the herein described Demised Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of this Lease. No other assets of Landlord shall be subject to levy, execution, or other procedures for the satisfaction of Tenant's remedies.

#### 24. SURRENDER OF LEASE

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall terminate, at the option of Landlord, all or any existing subleases or subtenancies (if any be approved by Landlord), or, at the option of Landlord, may operate as an assignment to Landlord of any or all such subleases or subtenancies.

#### 25. ATTORNEY'S FEES

In the event either party resorts to judicial proceedings to enforce any right under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorney's fees as determined by the court and not by a jury.

26. REMBURSEMENT:

All covenants and terms herein contained to be performed by Tenant shall be at Tenant's expense, and if Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect or refusal of Tenant to perform such covenant or term, the sum or sums of money so paid by Landlord shall be considered as additional rental and shall be payable by Tenant to Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment; provided that, such interest rate shall not exceed twelve percent (12%) per annum.

27. LATE CHARGE:

Any payment required to be made by Tenant to Landlord under the terms of this Lease not received within ten (10) days after the due date thereof shall be subject to a ten percent (10%) late charge.

28. QUIET ENJOYMENT:

Landlord covenants that upon paying the rentals and keeping and performing all the terms, covenants and conditions of this Lease, Landlord will do nothing which will prevent Tenant from peaceably and quietly enjoying, holding and occupying the Demised Premises during the term of this Lease.

29. WAIVER:

No covenant, term or condition of this Lease shall be waived except by written waiver of Landlord, and the forbearance or indulgence by Landlord in any regard whatsoever shall not constitute a Waiver of the covenant, term or condition to be performed by Tenant to which the same shall apply, and until complete performance by Tenant of such covenant, term or condition, Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by Landlord of any breach or term, covenant or condition hereof shall be strictly limited to the specific instance involved and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant or condition hereof.

30. SUCCESSOR IN INTEREST:

The covenants herein contained shall, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assignees of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

31. PARTIAL INVALIDITY:

If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

32. CAPTIONS:

The various headings and numbers herein and the grouping of the provisions of this Lease into separate articles and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

33. NOTICES:

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified mail, addressed as follows:

**TO: LANDLORD**

Kings County Area Public Transit Agency  
610 W 7<sup>th</sup> Street, Hanford CA 93230  
PHONE: (559) 852-2691

**TO: TENANT**

Kings View Inc  
280 E 7<sup>th</sup> Street, Hanford CA 93230  
PHONE: (559) 582-9307

Either party may change such address by written notice by certified mail to the other. Service of any notice or demand shall be deemed completed twenty-four (24) hours after deposit thereof in the United States mail or if delivered in person, upon receipt thereof.

34. GENERAL

(a) This Lease shall be construed in accordance with the laws of the State of California. Jurisdiction for any legal action arising hereunder shall be in the County of Kings, State of California, and no other. Tenant submits to the jurisdiction of the courts of the State of California and waives any obligation of Landlord to proceed against Tenant in the Courts of any other State or in Federal Court.

(b) Notwithstanding anything herein to the contrary, it is agreed and understood by the parties hereto that nothing contained in this lease shall be deemed to create any relationship other than that of Landlord and Tenant.

(c) This Lease, and any Exhibits attached hereto, set forth all the covenants, promises, agreements, conditions or undertakings, either oral or written, between the Landlord and Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

(d) Landlord reserves the absolute right to affect such other tenancies as Landlord, in the exercise of its sole business judgment, shall determine. Tenant does not rely on the fact, nor does

Landlord represent, that any specific tenant or number of tenants shall occupy during the term of this Lease any space in the Building. This Lease is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties and all reliance with respect to representations or warranties between the parties is inclusive solely upon the representations and agreements contained in this document.

(e) Exclusive Use: Landlord agrees that during the term of this Lease or any extension or renewals thereof, it will not lease or otherwise rent space in the building of which the premises forms a part to another business engaged in providing counseling services.

IN **WITNESS THEREOF**, the parties hereto have executed this Agreement in duplicate the day and year first herein above written.

**KINGS COUNTY AREA PUBLIC TRANSIT AGENCY**

---

Signature

Date

---

Title

**KINGS VIEW**

---

Signature

Date

---

Title





**AGREEMENT # 26-05**

**COMMERCIAL PROPERTY LEASE**

**BETWEEN KINGS COUNTY AREA PUBLIC TRANSIT AGENCY (Landlord)  
and  
KINGS COUNTY ASSOCIATION OF GOVERNMENTS (KCAG) (Tenant)**

This Commercial Lease (hereinafter Lease ) is made effective as of January 1<sup>st</sup> 2026, by and between the Kings County Area Public Transit Agency, hereinafter referred to as "Landlord", and Kings County Association of Governments, hereinafter referred to as "Tenant", is as follows:

**1. PREMISES:**

Landlord by this instrument does lease to Tenant that certain real property located in Kings County, California legally described as 210 E. 7<sup>th</sup> Street Suite 202 in Hanford, California. The premises leased to Tenant, being the suite of offices on the east side of second floor of 210 E. 7<sup>th</sup> Street, together with all the appurtenances thereto (if any), hereafter are referred to collectively as the "Demised Premises".

The use and occupancy by the Tenant of the Demised Premises shall include the reasonable use thereto of all common areas appurtenant to the Building ("Common Areas") including the parking areas, sidewalks, trash receptacles, and other such facilities as may be designated from time to time by Landlord, subject however to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

**2. TERM**

TERM -The premises are leased on a five-year lease term, effective as of January 1<sup>st</sup>, 2026. Either Party may terminate this Lease for any reason by providing the other Party with one (1) month written notice.

**3. RENTAL**

Upon the commencement of the Lease Term, Tenant shall pay to Landlord, without deduction or offset, and prior to notice or demand, rent ("Rent") for the uses and occupancy of the Demised Premises at the rate of \$1.35 per square foot which equates to Five Thousand (\$5,000.00) per month, in advance, beginning on the 1st day of the Lease Term and on the first day of each and every calendar month thereafter.

Any Rent payment not received by Landlord within ten (10) days of its due date shall be subject to a ten percent (10%) late charge.

**4. UTILITIES AND JANITORIAL SERVICES:**

Tenant shall pay to Landlord, in addition to Base Rent, a monthly fee of One Thousand Six Hundred (\$1,600) For utilities (including by not limited to electricity, water, gas, sewer, and trash removal) and janitorial services. This amount shall be payable concurrently with the base rent on the 1<sup>st</sup> day of the month and may be adjusted annually by Landlord upon thirty (30) days written notice to reflect changes in actual expenses.

5. SECURITY DEPOSIT:

Both Landlord and Tenant agree there shall not be a security deposit required.

6. TAXES:

The tenant shall pay, prior to delinquency all taxed levied upon fixtures, furnishings, equipment and all other personal property belonging to Tenant and placed on the Demised Premises by Tenant.

7. PAYMENT OF RENTAL

Tenant shall pay the rent and all other charges to Landlord at 210 E. 7<sup>th</sup> Street, Suite 201 Hanford, California 93230.

8. USE OF DEMISED PREMISES:

(a) Tenant shall occupy and use the Demised Premises for purposes of conducting any and all business associated with its current scope of operations. Tenant shall NOT use the Demised Premises for any other purpose or purposes or under any other trade name whatsoever without the prior written consent of Landlord. Tenants shall not engage in any activity which will increase the existing premium rate of insurance on the Demised Premises or cause a cancellation of any insurance policy covering the Demised Premises, the Building or any part thereof. To the extent such use of the Demised Premises causes an increase in Landlord's insurance premiums, Tenant shall bear the cost of such increase. Notwithstanding the foregoing, Tenant shall not sell or permit to remain in or about the Demised Premises any article that may be prohibited by standard form fire insurance policies.

(b) Tenants shall NOT use the Demised Premises for or carry on or permit any offensive, noisy, or dangerous trade, business, manufacture or occupation, or any nuisance or anything against public policy, nor interfere with the business of any other occupant and/or tenant in the Building (if any). The Demised Premises shall not be used or permitted to be used in whole or in part for any purpose or use in violation of any of the laws, ordinances, regulations or rules of any public authority at any time applicable thereto.

(c) Tenants shall not conduct or permit any auction, distress, bankruptcy or fire sale to be held on or about the Demised Premises, whether such sale be voluntary or involuntary. Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent

doorway of the Demised Premises, without first securing the prior written consent of the Landlord. Tenants shall not solicit in any manner in any of the Common Areas of the Building. No aerial or antenna or any other item shall be erected by or at the instance of Tenant on the roof in each instance, without the written consent of Landlord.

(d) Tenants shall not employ any type of sound-emitting device in or about the Demised Premises that is audible outside the Demised Premises, except for fire and burglar alarms.

(e) Tenants are expressly prohibited from:

(i) Committing any violation of any federal, state, or municipal statute or ordinance, or any regulation, order, or directive of a governmental agency, as such statutes, ordinances, regulations, orders, or directives now exist or hereafter provide concerning the use and safety of the Demised Premises;

(ii) Committing any violation of any Certificate of Occupancy covering or affecting the use and safety of the Demised Premises, or any part thereof;

(iii) Permitting or creating any public or private nuisance;

(iv) Selling alcoholic beverages;

(v) The displaying, selling, or distributing of any pornographic books, magazines, literature or other printed matter; or drug paraphernalia or sexual paraphernalia;

(vi) Showing, displaying, viewing, renting or selling movie films which would be classified or rated as "X-rated" under present standards or criteria for such classification and rating; or

(vii) Committing or permitting any other act or condition which shall be lewd, obscene or licentious.

## 9. INSURANCE:

(a) Tenant shall be responsible for carrying Commercial Property Coverage on a Special Form/Replacement Cost Basis for the full replacement value of the structure and name KCAPTA as mortgagee. The tenant shall also be responsible for carrying General Liability coverage of at least \$2,000,000 per occurrence on the location and name KCAPTA as an additional insured.

(b) Tenants shall be responsible for the maintenance of all glass windows in the Demised Premises but shall have the option either to insure the risk or to self-insure. In the event of broken or damaged windows, investigation reveals damage occurred from within the Demised Premises, the tenant will be responsible for repair or replacement; otherwise, the Landlord will be responsible.

(c) In the event of fire or other casualty, Tenant hereby waives any right to recover from Landlord, Landlord's officers and employees unless it is deemed by proper officials that the acts

or omission of landlord caused such fire or other casualty. If proper officials deem acts or omissions of Tenant caused fire or casualty, Landlord reserves the right to recover from Tenant.

**10. WAIVER OF LIABILITY, INSURANCE, INDEMNIFICATION AND SUBROGATION OF CLAIMS:**

(a) As a material part of the consideration to be rendered to Landlord under this Lease, Tenant hereby waives all claims against Landlord for damage to goods, wares, merchandise, and equipment in, upon or about the Demised Premises and for injuries to persons in or about the Demised premises from any cause arising at any time unless it is deemed by proper authorities that acts or omissions were caused by Landlord; and Tenant will hold Landlord exempt and harmless from and against any damage or injury to any person arising from the use of the Demised Premises by Tenant or from the failure of tenant to keep the Demised Premises in good condition and repair as herein provided. Tenant shall cause each insurance policy obtained by Tenant to provide that the insurance company waive all right of recovery by way of subrogation against Landlord in connection with any damage covered by any such policies.

(d) During the Lease Term, at Tenant's sole cost and expense, for the mutual benefit of Landlord and Tenant, Tenant shall maintain general liability insurance, including products liability, against claims for persons injury, death, or property damage occurring in, upon or about the Demised Premises. The limits of liability of such insurance shall not to be less than \$2,000,000.00 in respect to injury or death of one person and to the limit of not less than \$2,000,000.00 in respect to any one occurrence and to the limit of not less than \$2,000,000.00 in respect to property damage or in such higher amounts as Landlord may reasonably require. All such policies of insurance shall be issued in the name of Tenant and Landlord and/or such other party or parties as Landlord may reasonably require and be for the mutual and joint benefit and protection of the parties. Evidence of the issuance of such policies shall be delivered to Landlord within ten (10) days after the Lease Term commences and Tenant shall obtain a written obligation on the part of each insurance underwriter to notify Landlord in writing thirty (30) days prior to any cancellation thereof. All such policies shall also contain a provision that the Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of Tenant's negligence.

**11. TENANT IMPROVEMENTS/ALTERATIONS:**

So long as Tenant's operations are not altered, Landlord hereby reserves the right at any time and from time to time to make alterations or additions to the Building in which the Demised Premises are contained. Landlord also reserves the right to construct other improvements in or to the Building from time to time and to make alterations thereof or additions thereto.

(a) Regarding any and all Tenant Work, Tenant may, at Tenant's expense and liability, make Tenant Improvements/Alterations to Demised Property. Any contractor engaged in carrying out Tenant's Work shall be approved in writing by Landlord prior to commencing any work or services.

(b) Prior to the commencement of Tenant's Work or any alteration, additions or improvements,

Tenant shall furnish such indemnification against liens and other claims as Landlord may require. Landlord may condition its consent to any such work on the indemnification being furnished by Tenant. For all Tenant's Work and any subsequent alterations, additions or improvements, including sign erections, Tenant shall promptly pay contractors and materially so as to minimize the possibility of a mechanic's or materialman's lien attaching to the Premises, and should any such lien be made or filed, Tenant shall bond against or otherwise discharge or provide assurances satisfactory to Landlord of the payment of the same within ten (10) days after written request by Landlord.

In the event Tenant shall make any permitted alterations, additions or improvements to the Demised Premises under the terms and provisions of this paragraph 11, Tenant agrees upon its part to carry such insurance as required by paragraph 10 covering any such alteration, addition or improvement, it being expressly understood and agreed that none of such alterations, additions or improvements shall be insured by any insurance Landlord may carry upon the Building, nor shall Landlord be required under any provisions for reconstruction of the Demised Premises to reinstall any such alterations, improvements or additions.

#### 12. MAINTENANCE AND SANITATION:

(a) Landlord shall maintain the off-premises plumbing, off-premises electrical and other off-premises facilities serving the Demised Premises and Building. Tenant hereby waives all right to make repairs to those facilities at the expense of Landlord. Further, Landlord shall maintain the exterior landscaping, all exterior lighting, city utilities (water, sewer, trash), the parking lot and real estate property taxes for the entire Premises and the Building in which the Premises are a part. Landlord will maintain and keep the Demised Premises, both interior and exterior including windows, store front, doors, plumbing, pipes, electrical wiring, switches and conduits, as well as all hot water, heating and refrigeration equipment in a good state of repair.

(b) The tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Demised Premises in which to place any refuse or trash. Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a neat, tidy and/or sanitary condition. Tenants shall sweep as needed and keep free of refuse, the sidewalk and area immediately adjacent to their portion of the Demised Premises.

#### 13. SURRENDER OF PREMISES:

Upon expiration of the Lease Term, or upon earlier termination hereof for any reason, Tenant shall quit and surrender the Demised Premises in good order, condition and repair, reasonable wear and tear excepted, and clean and free of refuse.

#### 14. FIXTURES:

If necessary or required, Tenant shall provide, install and maintain at Tenant's sole cost and expense, fixtures of a special nature that may be required by Tenant's business. All such fixtures which are not permanently affixed to the Demised Property shall remain the property of Tenant

and may be removed by Tenant not later than the expiration or earlier termination of the Lease Term, if Tenant is not then in default hereunder and that Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, equipment and other similar property, carpeting or other floor covering cemented or otherwise affixed to the floor that may be placed upon, installed in or attached to the Demised Premises by Tenant shall be, at the expiration or earlier termination of this Lease for any reason, the property of Landlord and remain upon and be surrendered with the Demised Premises, without disturbance, molestation or injury. Tenant shall have the right from time to time during the term of this Lease to remove any such fixtures, equipment or property for the purpose of replacing the same with items of like or better character, quality or value.

15. COMPLIANCE WITH LAWS:

(a) Tenant, at Tenant's sole cost and expense, shall comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to Tenant's use of the Demised Premises, and shall faithfully observe in said use, all municipal ordinances and state and federal statutes now in force or which shall hereinafter be in force.

(b) Tenant shall not commit, or suffer to be committed, any waste upon the Demised Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building.

16. FREE FROM LIENS:

Notice is hereby given that neither Landlord nor Landlord's interest in the Demised Premises shall be at risk of liability, or responsible to persons who furnish material or labor for or in connection with any Tenant Work. If Tenant shall desire to contest any claim of lien, it shall furnish Landlord adequate security of the value or in the amount of the claim, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount conditional on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once.

17. ABANDONMENT:

Tenant shall not vacate or abandon the Demised Premises at any time during the Lease Term; and if Tenant shall abandon, vacate or surrender the Demised Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Demised Premises shall be deemed to be abandoned, at the option of Landlord.

18. SIGNS AND ADVERTISING MATERIALS:

Tenant shall not erect or place on or about the exterior of the Demised Premises any signs, advertising materials, or marquee, unless and until Landlord shall have given prior written approval thereof, and unless and until Tenant has complied, at its sole cost and expense, with the requirements of all municipal, state, or federal authorities pertaining to the erection or placement of a sign on the Demised Premises. Landlord shall have the right to approve, and to require the

removal of any sign, banner, or advertising device or material located within the Demised Premises that is visible from outside the Demised Premises not pre-approved by Landlord. Tenant shall not display, paint, or place or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the Common Area or in the vicinity of the Building, whether belonging to Tenant, or to Tenant's agent, or to any other person; nor shall Tenant distribute, or cause to be distributed any handbills or other advertising devices, and in the event of a violation of this covenant by Tenant, Tenant shall pay to Landlord the cost and expense necessary to remove any such unauthorized material.

#### 19. EXTERIOR LIGHTING:

Tenant shall not install any exterior lighting on the Demised Premises unless and until Landlord shall have approved in writing the design, type, kind and location of the lighting to be installed, to be given or withheld in Landlord's sole discretion.

#### 20. ENTRY AND INSPECTION:

Tenant shall permit Landlord and Landlord's Agents to enter into and upon the Demised Premises at all reasonable times during normal business hours upon at least 24 hour written notice for the purpose of inspecting the same or for the purpose of maintaining the Building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required, or for the purpose of posting notices of non-liability for alteration, additions or repairs, or for the purpose of placing upon the Building any usual or ordinary "For Sale" or "For Lease" signs. Landlord shall be permitted to do any of the above without any rebate of rent and without any liability to Tenant for any loss of occupancy or quiet enjoyment of the Demised Premises thereby occasioned.

#### 21. DAMAGE AND DESTRUCTOIN OF PREMISES:

(a) In the event:(i) of the destruction of the Demised Premises or the Building during the Lease Term which requires repairs to either the Demised Premises or Building; or (ii) the Demised Premises or Building is declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupancy, which declaration requires repairs to either the Demised Premises or the Building, Landlord shall forthwith make repairs provided Tenant gives Landlord twenty (20) days written notice of the necessity therefore. No such destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) shall in any way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of Rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant. If, however, the Building is damaged as a result of fire or any other insured casualty to an extent in excess of forty (40%) percent of its then replacement cost (excluding foundation), either party, within thirty (30) days following the date such damage occurs, may terminate this Lease by written notice to the other party: and upon such termination, both parties, without further action, shall be released from any obligations or liabilities to each other. If Landlord, however, elects to make said repairs, and provided Landlord uses due diligence in making said repairs, this Lease shall be proportionately reduced as hereinabove

provided. If Landlord elects to terminate this Lease, all rentals shall be prorated as of the date of such termination.

(b) The foregoing to the contrary notwithstanding, if the building is damaged or destroyed at any time during the term hereof to an extent of more than twenty percent (20%) of its then replacement cost (excluding foundation) as a result of a casualty not insured against, either party, within thirty (30) days following the date of such destruction, may terminate this Lease upon written notice to the other party; and upon such termination, the Landlord shall be released without further action, from any obligations or liabilities to Tenant. If Landlord does not elect to so terminate, Landlord shall promptly rebuild and repair the Demised Premises and Tenant's rental obligation shall be proportionately reduced as hereinabove provided.

(c) In the event fifty percent (50%) or more of the Building shall be damaged or destroyed by fire or other cause, notwithstanding that the Demised Premises may be unaffected by such fire or other cause, either party shall have the right, to be exercised by notice in writing delivered to the other party within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to Tenant, the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Demised Premises and surrender the same to Landlord.

(d) Notwithstanding the above, if damage to the premises exceeds 25% or takes longer than 60 days to repair or replace, Tenant may at its option, terminate this lease.

## 22. ASSIGNMENT AND SUBLETTING:

Tenant shall have neither the power or the right to assign or sublease this Lease, or any interest therein, and Tenant shall not assign or sublet the Demised Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of Tenant excepted) to occupy or use the Demised Premises, or any portion thereof, without first obtaining the written consent of Landlord, to be given or withheld in Landlord's sole discretion. Consent by Landlord to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to an assignment shall not release the original named Tenant from liability for the continued performance of the terms and provisions on the part of Tenant to be kept and performed, unless Landlord specifically releases the original named Tenant from said liability. Any assignment or subletting without the prior written consent of Landlord shall be void, and, at the option of Landlord, shall terminate this Lease. Neither this Lease nor any interest herein shall be assignable, as to the interest of Tenant, by operation of law, without the prior written consent of Landlord.

## 23. DEFAULT, RE-ENTRY REMEDIES:

(a) If Tenant shall fail to pay any part of the Rent herein provided or any other sum required by this Lease to be paid to Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed and such failure to perform other covenants shall continue for ten (10) days after written notice thereof from



Landlord to Tenant, then Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Demised Premises, without liability to any person or damages sustained by reason of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Tenant.

(b) In the event of any default under this Lease, Landlord shall immediately become entitled to pursue any and all remedies available to it hereunder, at law or in equity. During the continuance of this Lease after a default, the whole amount of Rent and all additional rent herein reserved shall be due and payable at the time herein specified.

(c) Should Landlord elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease to the same extent and with all the legal incidents as if the Term hereof had expired by lapse of time, or it may re-let, from time to time, without termination of this Lease, the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such reasonable rental and upon such other reasonable terms and conditions as Landlord, at its sole discretion, may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon such re-letting, the rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost and expenses of such reletting and of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If the rents received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time, thereafter, elect to terminate this Lease for such previous breach.

(d) Notwithstanding anything herein to the contrary, Landlord will have the duty to mitigate its damage upon tenant in the event of a default.

(e) Tenant agrees, in the event it is due to render performance in accordance with any term or condition of this Lease and it fails to render such performance within thirty (30) days after written notification thereof is given in accordance with the notice provision hereof, Landlord shall have the right, but not the obligation, to render such performance in a reasonable fashion and to charge all costs and expenses incurred in connection therewith to Tenant and all amounts so charged shall be due and payable immediately to Landlord upon presentment of a statement to Tenant indicating the amount of such cost or expense. Tenant, upon forty-eight (48) hours notice to Landlord, may inspect at reasonable times all invoices pertaining to the costs incurred in connection with Landlord's performance of Tenant's obligations hereunder.

(f) No remedy herein conferred upon Landlord shall be considered exclusive of any other

remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein.

(g) No waiver by either party of the breach of any covenant of this Lease by the other party shall be construed as a waiver of any proceeding or succeeding breach of the same or any other covenant or condition of this Lease, nor shall the acceptance of Rent during any period in which Tenant is in default in any respect, other than the payment of Rent, be deemed to be a waiver of such default by Landlord.

(h) In the event any monies become due and payable from Tenant to Landlord and payment is not promptly made when due, then any and all sums unpaid shall bear interest at the highest rate permitted by applicable law per annum from the due date, except as may otherwise be provided herein.

(i) No act or conduct of the Landlord, whether consisting of the acceptance of the keys to the Demised Premises, or otherwise, shall be deemed to be or constitute an acceptance by Landlord of the surrender of the Demised Premises by the Tenant to the Landlord prior to the expiration of the Lease Term hereof, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by written acknowledgment of acceptance of surrender signed by Landlord.

(j) In the event of breach, default, or noncompliance hereunder by Landlord, Tenant shall, before exercising any right or remedy available to it, give Landlord written notice of the claimed breach, default, or noncompliance. For thirty (30) days following such notice (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be remedied within thirty (30) days), Landlord shall have the right to cure the breach, default, or noncompliance involved.

(k) Anything in this Lease to the contrary notwithstanding, Tenant agrees it shall look solely to the herein described Demised Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of this Lease. No other assets of Landlord shall be subject to levy, execution, or other procedures for the satisfaction of Tenant's remedies.

#### 24. SURRENDER OF LEASE

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall terminate, at the option of Landlord, all or any existing subleases or subtenancies (if any be approved by Landlord), or, at the option of Landlord, may operate as an assignment to Landlord of any or all such subleases or subtenancies.

#### 25. ATTORNEY'S FEES

In the event either party resorts to judicial proceedings to enforce any right under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such

proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorney's fees as determined by the court and not by a jury.

26. REMBURSEMENT:

All covenants and terms herein contained to be performed by Tenant shall be at Tenant's expense, and if Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect or refusal of Tenant to perform such covenant or term, the sum or sums of money so paid by Landlord shall be considered as additional rental and shall be payable by Tenant to Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment; provided that, such interest rate shall not exceed twelve percent (12%) per annum.

27. LATE CHARGE:

Any payment required to be made by Tenant to Landlord under the terms of this Lease not received within ten (10) days after the due date thereof shall be subject to a ten percent (10%) late charge.

28. QUIET ENJOYMENT:

Landlord covenants that upon paying the rentals and keeping and performing all the terms, covenants and conditions of this Lease, Landlord will do nothing which will prevent Tenant from peaceably and quietly enjoying, holding and occupying the Demised Premises during the term of this Lease.

29. WAIVER:

No covenant, term or condition of this Lease shall be waived except by written waiver of Landlord, and the forbearance or indulgence by Landlord in any regard whatsoever shall not constitute a Waiver of the covenant, term or condition to be performed by Tenant to which the same shall apply, and until complete performance by Tenant of such covenant, term or condition, Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by Landlord of any breach or term, covenant or condition hereof shall be strictly limited to the specific instance involved and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant or condition hereof.

30. SUCCESSOR IN INTEREST:

The covenants herein contained shall, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assignees of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

31. PARTIAL INVALIDITY:

If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall

remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

32. CAPTIONS:

The various headings and numbers herein and the grouping of the provisions of this Lease into separate articles and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

33. NOTICES:

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified mail, addressed as follows:

**TO: LANDLORD**

Kings County Area Public Transit Agency  
210 E 7<sup>th</sup> St., Ste. 201, Hanford, CA 93230  
PHONE: (559) 852-2691

**TO: TENANT**

Kings County Association of Government  
210 E 7<sup>th</sup> St., Ste. 202, Hanford, CA 93230  
PHONE: (559) 852-2787

Either party may change such address by written notice by certified mail to the other. Service of any notice or demand shall be deemed completed twenty-four (24) hours after deposit thereof in the United States mail or if delivered in person, upon receipt thereof.

34. GENERAL

(a) This Lease shall be construed in accordance with the laws of the State of California. Jurisdiction for any legal action arising hereunder shall be in the County of Kings, State of California, and no other. Tenant submits to the jurisdiction of the courts of the State of California and waives any obligation of Landlord to proceed against Tenant in the Courts of any other State or in Federal Court.

(b) Notwithstanding anything herein to the contrary, it is agreed and understood by the parties hereto that nothing contained in this lease shall be deemed to create any relationship other than that of Landlord and Tenant.

(c) This Lease, and any Exhibits attached hereto, set forth all the covenants, promises, agreements, conditions or undertakings, either oral or written, between the Landlord and Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

(d) Landlord reserves the absolute right to affect such other tenancies as Landlord, in the exercise of its sole business judgment, shall determine. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or number of tenants shall occupy during the term of this Lease any space in the Building. This Lease is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral

agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties and all reliance with respect to representations or warranties between the parties is inclusive solely upon the representations and agreements contained in this document.

(e) Exclusive Use: Landlord agrees that during the term of this Lease or any extension or renewals thereof, it will not lease or otherwise rent space in the building of which the premises forms a part to another business.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in duplicate the day and year first herein above written.

**KINGS COUNTY AREA PUBLIC TRANSIT AGENCY**

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Signature

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Date

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Title

**KINGS COUNTY ASSOCIATION OF GOVERNMENTS**

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Signature

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Date

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Title