



325 Soquel Avenue
Santa Cruz, CA 95062

BOARD OF DIRECTORS

Special Meeting

May 1, 2025

5:30 p.m.

Hybrid In-Person/Zoom Online Meeting

****PLEASE NOTE**:** The meeting will be held at the offices of Community Television of Santa Cruz County. Members of the public may attend in person or at <https://us06web.zoom.us/j/89036454269>

A G E N D A

1. Roll Call

Guy Lasnier (Chair), Maitreya Maziarz, Keith Gudger, Joe Hall, Tom Manheim, Janis O'Driscoll, Mathilde Rand, David Warren

[quorum is five]

2. Oral Communications

Any person may address the Board during its oral communications period. All Oral Communications must be directed to an item not listed on today's consent or regular agenda, and must be within the jurisdiction of the Board.

3. Consideration of late additions to the agenda; additions and deletions to consent and regular agendas.

REGULAR AGENDA

4. Approve new lease for property at 325 Soquel Avenue between TAV Enterprises, LLC. and Community Television of Santa Cruz County.

5. Board member / staff requests for specific items to appear on next meeting agenda.

6. Announcements

7. Adjournment

Any person may address the Board during its Public Comment period. Each presentation will be limited to three minutes and individuals may speak only once during Public Comment. A maximum of five minutes will be set aside for this period at this meeting. If the period runs beyond five minutes, the Board may, at its discretion, allow time at the end of the meeting for additional public comment. All comments must be directed to an item NOT listed on today's agenda and must be within the subject matter jurisdiction of the Board. Preference will be given to individuals who did not speak at the previous Board meeting. All speakers must address the entire Board and will not be permitted to engage in dialogue. Speakers are requested to sign the sheet designated for that purpose so that their names may accurately be reflected in the minutes of the meeting. Regular Agenda Items: Members of the public may speak on any item on the agenda. Each presentation will be limited to three minutes. The maximum time devoted to public input on any item will be determined by the Chair.

*** Material Included in Board Packet**



325 Soquel Avenue
Santa Cruz, CA 95062

EXECUTIVE COMMITTEE Regular Meeting

**May 1, 2025
5:30 p.m.**

A G E N D A

1. Roll Call

Guy Lasnier (Chair), Maitreya Maziarz, Keith Gudger, Joe Hall, Janis O'Driscoll, Mathilde Rand, Tom Manheim, David Warren

[quorum is three]

ALL ITEMS AS SET FORTH ON THE AGENDA OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS NOTICED CONCURRENTLY.

IF A QUORUM OF THE FULL BOARD IS NOT PRESENT AT THE REGULAR BOARD MEETING, THE MEETING WILL BE ADJOURNED TO THE EXECUTIVE COMMITTEE MEETING. IF A QUORUM OF THE EXECUTIVE COMMITTEE (3) IS PRESENT, THE EXECUTIVE COMMITTEE WILL MEET TO TAKE ACTION ON THE ITEMS IN THE AGENDA.

Any person may address the Board during its Public Comment period. Each presentation will be limited to three minutes and individuals may speak only once during Public Comment. A maximum of five minutes will be set aside for this period at this meeting. If the period runs beyond five minutes, the Board may, at its discretion, allow time at the end of the meeting for additional public comment. All comments must be directed to an item NOT listed on today's agenda and must be within the subject matter jurisdiction of the Board. Preference will be given to individuals who did not speak at the previous Board meeting. All speakers must address the entire Board and will not be permitted to engage in dialogue. Speakers are requested to sign the sheet designated for that purpose so that their names may accurately be reflected in the minutes of the meeting. Regular Agenda Items: Members of the public may speak on any item on the agenda. Each presentation will be limited to three minutes. The maximum time devoted to public input on any item will be determined by the Chair.

325 SOQUEL AVENUE – TAV Enterprises, LLC.

325 SOQUEL AVENUE – TAV Enterprises, LLC.
APN 005-282-45

LESSOR: TAV Enterprises, LLC

LESSEE: Community Television of Santa Cruz County

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is dated, for reference purposes only, as of _____, 2025 and is entered into by and between the TAV Enterprises, LLC (“**Lessor**”), and Community Television of Santa Cruz County (“**Lessee**”).

IN CONSIDERATION OF THE RENTS AND COVENANTS hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises described below upon the following terms and conditions:

ARTICLE 1 PREMISES

Lessor leases to Lessee the whole property located at 325 Soquel Avenue, County of Santa Cruz, State of California, assessor parcel 005-282-45, described as 9,046 square feet of office space located on the approximately 27,442 square foot parcel, together with appurtenances, all as generally depicted on the attached **Exhibit “A”** (collectively, the “**Premises**”).

ARTICLE 2 TERM

2.1 **Term.** The term of this Lease shall commence on May 1, 2025 (“**Commencement Date**”) and shall expire on April 30, 2035.

2.2 **Possession.** Lessee is currently in possession of the leased Premises.

2.3 **Holding Over.** Should Lessee hold over said Premises after this lease has terminated in any manner, such holding over shall be deemed a tenancy from month to month and at a base rental rate equal to one hundred twenty-five percent (125%) of the last base rental rate paid under this Lease for the first thirty (30) days of any such hold over, and at a base rental rate equal to one hundred fifty percent (150%) of the last base rental rate paid under this Lease for any hold over beyond such initial thirty (30) day period, unless a new rental rate amount is mutually agreed upon, payable in advance on the same terms and conditions as in this Lease. Any terms and/or conditions under this Lease shall also apply to the holding over period.

2.4 **Options.** Provided that Lessee is not then in default beyond any applicable notice and cure periods, Lessee shall have two (2) options to extend the term of this Lease (each, an “**Extension Option**”), each for a period of five (5) years (as applicable, the “**Extension Term**”). Each Extension Option may be exercised by Lessee, if at all, by Lessee’s delivery to Lessor of no less than nine (9) months’ prior written notice of Lessee’s election to exercise the applicable Extension Option. In the event of Lessee’s exercise of an Extension Option, the Base Rent shall continue to increase annually upon the commencement of each applicable Extension Term, and upon each annual anniversary thereof, by 2.5%.

ARTICLE 3 RENT

3.1 **Base Rent.** Base monthly rent (“**Base Rent**”) and Additional Rent (defined below) for the Premises shall be as indicated in **Schedule 3.1** below, and shall be payable monthly in advance on or before the first day of the month. Base Rent and Additional Rent shall sometimes collectively be referred to herein as “**Rent**”. Rent for any

partial month shall be prorated based on the number of days that Lessee is in possession of the Premises, computed on the basis of a 30-day month.

<u>Schedule 3.1</u>			
Period	Monthly Base Rent	Monthly Additional Rent	Total Monthly Rent
May 1, 2025 – April 30, 2026	\$14,101.12	\$12,397.17	\$26,498.29
May 1, 2026 – April 30, 2027	\$14,453.65	\$12,707.10	\$27,160.75
May 1, 2027 – April 30, 2028	\$14,814.99	\$13,024.78	\$27,839.77
May 1, 2028 – April 30, 2029	\$15,185.36	\$13,350.40	\$28,535.76
May 1, 2029 – April 30, 2030	\$15,565.00	\$14,041.29	\$29,606.28
May 1, 2030 – April 30, 2031	\$15,954.12	\$14,749.45	\$30,703.57
May 1, 2031 – April 30, 2032	\$16,352.98	\$15,118.18	\$31,471.16
May 1, 2032 – April 30, 2033	\$16,761.80	\$15,496.14	\$32,257.94
May 1, 2033 – April 30, 2034	\$17,180.85	\$15,883.54	\$33,064.39
May 1, 2034 – April 30, 2035	\$17,610.37	\$16,280.63	\$33,891.00

3.2 **Additional Rents.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, one hundred percent (100%) (“**Lessee's Share**”) of all costs relating to the ownership and operation of the Premises, including, but not limited to, all services required by Lessee for operation of the Premises, to the extent provided by Lessor (collectively, “**Operating Expenses**”, and also referred to herein as “**Additional Rent**”), all in accordance with the following provisions. “Additional Rent” shall include, but is not limited to, the following:

3.2.1 All costs incurred with respect to the maintenance and repair of all areas on and around the Premises, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, lighting facilities, building exteriors and roofs, fences and gates;

3.2.2 All costs incurred with respect to the maintenance and repair of all heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used by, or for the benefit of, lessees or occupants of the Premises, including fire detection systems and sprinkler systems;

3.2.3 All costs incurred with respect to the maintenance and repair of all other areas and improvements that are within the exterior boundaries of the Premises;

3.2.4 The cost of trash disposal, janitorial and security services, telephone services, pest control services, and the costs of any environmental inspections;

3.2.5 The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an Operating Expense;

3.2.6 The cost of the premiums for the insurance policies maintained by Lessor pursuant to Article 7 below and any deductible portion of an insured loss concerning the Premises;

3.2.7 The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 3.5 below;

3.2.8 The cost of water, sewer, gas, electricity, and other publicly mandated services;

3.2.9 Labor, salaries, and applicable fringe benefits and costs, materials supplies and tools, used in maintaining and/or cleaning the Premises and accounting and management fees attributable to the operation of the Premises;

3.2.10 The cost to replace equipment or capital components such as the roof, foundations, or exterior walls, the costs to replace exterior areas or improvements such as the parking lot paving, fences, and/or the cost of any capital improvement to the Premises (except to the extent the same is Lessor's sole responsibility under the express terms of paragraph 4.2 below and/or paragraph 5.3 below); provided however, that if such equipment or capital component has a useful life for accounting purposes of 5 years or more that Lessor shall allocate the cost of any such capital improvement over a 12-year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month;

3.2.11 The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less; and

3.2.12 Reserves set aside for maintenance, repair, and/or replacement of improvements and equipment.

3.2.13 The inclusion of the improvements, facilities and services set forth in this paragraph 3.2 shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Premises already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

3.2.15 Lessee's Share of Additional Rent is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on the monthly Additional Rent established in Schedule 3.1, and Lessor and Lessee shall perform annual reconciliations with respect to the same in accordance with the terms of Section 3.6 of this Lease below.

3.2.16 Additional Rent shall not include any expenses paid by Lessee directly to third parties, or as to which Lessor is otherwise reimbursed by any third party or by insurance.

Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Lease, the parties acknowledge and agree that, in connection with Lessee's occupancy of the Premises prior to this Lease, Lessor previously replaced four (4) of the HVAC units servicing the Premises (the "**Prior HVAC Replacements**"). While the parties acknowledge that Lessee has already reimbursed Lessor for \$25,000 (or 49%) of the cost of such Prior HVAC Replacements, the parties agree that the remaining ½ of such Prior HVAC Replacement Costs shall be included as part of Additional Rent, in the amount of \$357.13 per month, commencing April of 2030 and continuing for a total of 73 months.

Additionally, Lessor and Lessee acknowledge that Lessor intends to replace the remaining four (4) HVAC units in May of 2025 (the "**2025 HVAC Replacements**"). In order to realize the cost savings of performing the 2025 HVAC Replacements as opposed to replacing individual units as they fail, Lessee hereby agrees to reimburse Lessor for one-half (1/2) of the cost of the 2025 HVAC Replacements within twenty (20) days following Lessor's delivery to Lessee of a written invoice for the same. Such payment shall be credited by Lessor toward the equipment replacement amortization payable by Lessee as Additional Rent under this Lease (which amortization shall be over the one hundred and twenty (120) months of the initial term of this Lease (i.e., 1/120th per month)) as an "advance" covering the first 72 months of payments due to Lessor, then the outstanding balance of the 2025 HVAC Replacements will be amortized over the remaining duration of the initial term of this Lease beginning month 73 after the 2025 HVAC Replacements are completed.

3.3 Late Payments. Lessee hereby acknowledges that late payments by Lessee to Lessor of rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges, which may be imposed, on Lessee by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent shall not be received by Lessor within five (5) calendar days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a late charge equal to six percent (6%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur because of late payment by Lessee. Acceptance of such late charge by Lessor shall in not constitute a waiver of Lessee's default regarding such overdue amount, nor prevent Lessor from exercising any of its other rights and remedies.

3.4 Quiet Enjoyment. Lessor warrants to Lessee that this Lease constitutes a binding obligation of Lessor, does not conflict with any existing agreement binding on Lessor, and that no consent is required for the execution and delivery of this instrument by Lessor or for its performance. Lessor further warrants that if Lessee shall pay all rental and other sums as provided herein to be paid by Lessee and perform all the covenants of this Lease to be performed by Lessee, then Lessee shall, during the term hereof, freely, peaceable and quietly occupy and enjoy the full possession of the Premises free from interference by Lessor.

3.5 Real Property Taxes. Lessee shall be liable for all real property taxes and assessments (“**Real Property Taxes**”) assessed to the Premises and paid by Lessor as part of Additional Rent in accordance with paragraph 3.2, and all taxes levied against personal property, trade fixtures and other property placed on the Premises by Lessee, and if any such taxes are levied against Lessor or Lessor's property and Lessor pays the taxes or if the assessed value of Lessor's property is increased by the placement of such property or trade fixtures of Lessee, and Lessor pays the taxes based on the increased assessment, Lessee shall pay upon demand to Lessor the taxes so levied or that proportion of taxes resulting from the increased assessment.

3.6 Reconciliation. Estimated Additional Rent shall be reconciled annually with actual Additional Rent. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a detailed statement showing Lessee's Share of the actual Additional Rent for the preceding year, together with reasonable supporting documentation as to Lessor's calculations as to such reconciliation of Additional Rent (upon Lessee's written request to Lessor, Lessor agrees to provide such additional supporting documentation as Lessee may reasonably request (e.g., copies of all bills and payment receipts) evidencing such Additional Rent and Lessee's Share thereof). If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such overpayment against Lessee's future payments of Additional Rent next coming due until such time as the overpayment has been fully credited to Lessee (and, in the event any such overpayment is due Lessee following the expiration or earlier termination of the Lease, Lessor shall refund the same to Lessee within 30 days following the completion of the final reconciliation of Additional Rent). If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 30 days after delivery by Lessor to Lessee of the statement.

3.7 Security Deposit. Concurrent with the execution and delivery of this Lease, Lessee shall deposit with Lessor the sum of \$28,202.24 (the “**Security Deposit**”) as security for the performance by Lessee of the terms of this Lease to be performed by Lessee, and not as prepayment of rent; provided, however, Lessor agrees that Lessee shall be credited with the \$15,882.50 security deposit held by Lessor under its lease with Satellite Telework Centers, Inc. (“**STC**”) (which lease with STC is being terminated concurrently herewith, and, pursuant to such termination, STC is relinquishing such security deposit to Lessor as a credit towards Lessee's Security Deposit under this Lease), and that Lessee shall therefore only be required to deposit an additional \$12,319.74 towards the total Security Deposit due to Lessor from Lessee concurrent with the execution and delivery of this Lease. Lessor may apply such portion or portions of the Security Deposit as are reasonably necessary for the following purposes: (a) to remedy any default

by Lessee in the payment of rent; (b) to repair damage to the Premises caused by Lessee; (c) to clean the Premises upon termination of the Lease, and (d) to remedy any other default of Lessee as permitted by law. Lessee shall be provided a security deposit statement and refund, if applicable, pursuant to the time period prescribed by law. Lessee hereby waives the benefit of any restriction on the uses to which the Security Deposit may be put contained in California Civil Code Section 1950.7 or any similar or successor law. In the event the Security Deposit or any portion thereof is so used, Lessee shall pay to Lessor promptly upon demand an amount in cash sufficient to restore the Security Deposit to the full original sum. Lessor shall not be deemed a trustee of the Security Deposit, and Lessee shall not be entitled to any interest on the Security Deposit.

ARTICLE 4 USE

4.1 Lessee's Use. Lessee shall use said Premises for the production of, and business operations for the production of community television programming, flexible workspace, event space, digital media center, offices, and other legal uses open to the public including CTV's existing mission related operations. Any change in use from the foregoing shall require the Lessor's prior written consent.

4.2 Compliance with Laws. Lessee shall not permit anything to be done in or about the Premises that will, conflict with any law, statute, ordinance or governmental rule or regulation now in force or that may hereafter be enacted or promulgated. Lessee shall comply, at its sole cost and expense, promptly with all current and future laws, statutes, ordinances and governmental rules, regulations or requirements that relate to or affect the condition, use, occupancy, repair, change or alteration of the Premises. However, to the extent structural changes are required by law, including but not limited to the Americans with Disabilities Act, and Lessee has not changed its use of the Premises since Lessee first occupied the Premises and such changes are not being required solely as a result of any alterations being performed to the Premises by or for Lessee, such changes shall be affected by Lessor at its sole cost and expense. For purposes of this paragraph 4.2, structural change is defined as any change, alteration, addition, repair or improvement involving the removal or alteration of the structural portions of the roof, a floor, a load bearing wall, column or girder, or other support of the Premises (including, but not limited to, the foundation of the Premises). Lessee shall comply with all reasonable building use rules and regulations promulgated time to time by Lessor.

4.3 Assignment & Sublease. Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Premises without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Neither this Lease nor any interest therein shall be assignable or transferable in any proceedings in execution against Lessee, or in any voluntary or involuntary proceedings in bankruptcy, or insolvency taken by or against Lessee, or by process of any law applying to such proceeding without the written consent of Lessor. Any net profits resulting from the subleasing or assignment of the Premises shall be split evenly between Lessor and Lessee; provided, however, Lessee's transactions in the ordinary course of its business whereby members are given the right of use of portions of the Premises shall not be considered a sublease or an assignment, nor require any approval from Lessor, nor be subject to any such sharing of profits or premiums. Lessee shall be obligated to reimburse Lessor for its reasonable attorney's fees incurred in connection with any request for consent to assign this Lease or to sublet any portion of the Premises.

4.4 Utilities. Lessor shall arrange for and pay for (subject to reimbursement as part of Additional Rent) all electrical, water, gas, and janitorial utilities and/or services consumed or used upon the Property. Lessee acknowledges that Lessor does not provide for, or pay for, phone or internet services.

ARTICLE 5 REPAIRS AND MAINTENANCE

5.1 Lessee's Obligations. Lessee's taking possession of the Premises shall constitute its acknowledgment that the Premises are in good and tenantable condition. During the term of this Lease, Lessee will, at its own cost and expense, maintain the interior of the Premises, including light fixtures, windows & blinds, exposed interior plumbing, in good order and repair and in tenantable condition, and make all repairs and replacements of whatsoever kind or nature, either to the exterior or interior of said Premises, as may be necessary because of the negligence or omission of Lessee, its agents, servants or employees, subject to the requirements set forth in Section 5.2.

5.2 Alterations and Fixtures. After (i) submitting to Lessor plans and specifications showing the proposed action, and (ii) obtaining all applicable governmental permits, and (iii) obtaining Lessor's consent, Lessee shall have the right at any time, at Lessee's sole cost, to install carpet, paint, or wallpaper to the interior of the Premises, install security and restricted access systems, and make other non-structural modifications to the Premises to suit Lessee's needs. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all alterations or improvements constructed by Lessee be removed by the expiration or termination of this Lease (it is further agreed that Lessor's alteration removal rights shall include the right to require Lessee to remove the television production studio improvements constructed by or for Lessee in connection with Lessee's prior occupancy of the Premises and Lessor may require Lessee to restore such areas to open office space substantially similar to that which existed prior to the construction of the television production studio). Additionally, Lessor may require the removal at any time of all or any part of any alterations or improvements made without Lessor's consent. Lessee shall keep the Premises free from any liens, and shall pay when due all bills, arising out of any work performed, materials furnished, or obligations incurred by Lessee, its agents, employees or contractors relating to the Premises. Lessee shall bond against or discharge any such lien within 20 days after the same has been recorded against the Premises, and, should Lessee fail to do so, Lessor shall have the right (but no obligation) to discharge such lien and in such event Lessee shall reimburse Lessor upon demand for the costs and expenses incurred by Lessor in connection with the same, including, but not limited to, reasonable attorney's fees.

5.3 Lessor's Obligations. Lessor, as part of Additional Rent, shall keep in good order, condition, and repair, the building and other improvements in which the Premises are located, including the foundations, exterior walls, structural integrity of interior load bearing walls, and exterior roof, and all exterior landscaping and parking areas. Notwithstanding the foregoing, Lessor shall be responsible, at its sole cost and expenses for any repairs arising from the negligence or intentional act of the Lessor, its employees, agents, invitees, or contractors, and Lessor shall be responsible for all structural (i.e., the structural portions of the roof, a floor, a load bearing wall, column or girder, or other support of the Premises, including, but not limited to, the foundation of the Premises) maintenance, repairs and replacements, at its sole cost and expense, unless the need for such structural maintenance, repairs and/or replacements are caused by the negligence or intentional act of the Lessee, its employees, agents, invitees, or contractors or by any alterations performed by Lessee to the Premises. Lessee shall notify Lessor (as specified in Paragraph 12.8 of this Lease) of any repairs required of Lessor under this paragraph. Lessor shall have thirty (30) days after written notice from Lessee to commence to perform its obligations to make repairs under this section (provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days after such notice is reasonably required for its performance, then Landlord shall not be in breach of this Lease if performance is commenced within such thirty (30) day period following Lessee's notice and thereafter diligently pursued to completion), except that Lessor shall commence performance of such obligations immediately after such notice if the nature of the problem presents a hazard, emergency, or substantial interference with Lessee's conduct of its service to the public as set forth in such notice. Lessor shall diligently pursue such repairs to completion. For this section "emergency, or substantial interference" shall be defined as requiring immediate response and or action so as to allow the Lessee to operate normally without undue hardship. If Lessee provides notice to Lessor of an event or circumstance that requires the action of Lessor with respect to the repairs or maintenance within Lessor's express obligations pursuant to this Lease, and Lessor fails to provide such action as required by the terms of this Lease within a commercially reasonable time, then Lessee may take the required action if: (i) Lessee delivers to Lessor an additional written notice advising Lessor that Lessee intends to take the required action if Lessor does not begin the required

repair or maintenance within five (5) days after the written notice (or such shorter time period as may be commercially reasonable, in the event of an emergency or substantial interference); and (ii) Lessor fails to begin the required work within such five (5) day period (or such shorter time period as may be commercially reasonable, in the event of an emergency or substantial interference). If such action was required under the terms of this Lease to be taken by Lessor, Lessee shall be entitled to prompt reimbursement by Lessor of Lessee's reasonable and out of pocket costs and expenses incurred by Lessee in taking such action plus interest from the date such expenditure is incurred to the date of actual payment at a rate of ten percent (10%) per annum.

ARTICLE 6 DAMAGE AND DESTRUCTION/CONDEMNATION

6.1 Damage. If the Premises are damaged and the same does not amount to a Premises Total Destruction (as defined below), Lessor shall, within thirty (30) days, initiate a repair and rebuild the Premises. Lessor shall commence work within 30-days (which, for purposes of this section, shall be deemed satisfied if Lessor is processing plans with its architect and/or the city or has otherwise commenced restoration repairs) and pursue it diligently to completion. Lessor shall not be obligated to spend more than the insurance proceeds received by Lessor on any such restoration, and Lessor shall have no obligation to restore any alterations or improvements to the Premises which were constructed by or for Lessee.

6.2 Destruction. "Premises Total Destruction" shall mean damage or destruction to the Premises, other than Lessee alterations, which cannot be reasonably repaired within twelve (12) months from the date of the damage or destruction which is not covered by insurance required to be maintained by Lessor under this Lease. Lessor shall notify Lessee of any Premises Total Destruction within thirty (30) days following the occurrence of the damage or destruction. In the event of any Premises Total Destruction, each of Lessor and Lessee shall have the right to terminate this Lease upon written notice to the other party delivered within thirty (30) days of Landlord's notice of any Premises Total Destruction. If this Lease is not so terminated by either party, then Lessor shall commence restoration within 60-days following Lessor's delivery to Lessee of the Premises Total Destruction notice.

6.3 Payment of Rent and Other Charges. In the event of any damage or destruction to the Premises which is not caused by the negligence or intentional conduct of Lessee, the Rent payable by Lessee for the period required for Lessor to complete its repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from any rental value insurance carried by Lessor. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

6.4 Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or trade fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this paragraph. In the event that this Lease is not

terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation to the extent of the condemnation proceeds received in connection with the same.

ARTICLE 7 INDEMNITY AND INSURANCE

7.1 Lessee's Obligations. Lessee shall hold harmless, indemnify and defend Lessor and its employees and agents, with competent counsel reasonably satisfactory to Lessor, from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgments arising by reason of any death, bodily injury, personal injury or property damage resulting from the negligence or willful misconduct of Lessee or any of Lessee's employees, agents or contractors, wherever the same may occur, to the extent such injury or damage is not covered by insurance (a) carried by Lessor or such person, or (b) required by this Lease to be carried by Lessor. This indemnity shall include the obligation to defend Lessor from any such lawsuits, claims or orders. This indemnity shall include the obligation to defend Lessor from any such lawsuits or claims filed. Lessee's obligation under this paragraph shall not apply if such liability, loss, cost, damage or expense arises out of or relates to the negligent or intentional act of Lessor, or its employees, agents, contractors, or prior tenants of the Premises, or to a breach by the Lessor of any of its terms, conditions or obligations, or to any structural or latent defect in the Premises.

7.2 Lessor's Obligations. Lessor shall hold harmless, indemnify and defend Lessee and its employees and agents, with competent counsel reasonably satisfactory to Lessee, from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgments arising by reason of any death, bodily injury, personal injury or property damage resulting from the negligence or willful misconduct of Lessor or any of Lessor's employees, agents or contractors, wherever the same may occur, to the extent such injury or damage is not covered by insurance (a) carried by Lessee or such person, or (b) required by this Lease to be carried by Lessee. This indemnity shall include the obligation to defend Lessee from any such lawsuits or claims filed. Lessor's obligation under this paragraph shall not apply if such liability, loss, cost, damage or expense arises out of or relates to the negligent or intentional act of Lessee, or its employees, agents, contractors, or prior tenants of the Premises, or to a breach by the Lessee of any of its terms, conditions or obligations, or to any structural or latent defect in the Premises.

7.3 Mutual Obligations Limited. A party's obligation under this paragraph to indemnify, defend, and hold another harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any received by the party being indemnified.

7.4 Lessee's Liability Insurance. Lessee has purchased and maintains a liability policy with a self-insured retention deductible of one million dollars (\$1,000,000.00) with upper limits of thirty-five million dollars (\$35,000,000.00). Lessor shall be named as additional insured, and a certificate or other evidence of such coverage shall be provided to Lessor to demonstrate compliance with this material requirement.

7.5 Lessee's Property Insurance. During the entire lease term, Lessee shall obtain and maintain a property insurance policy for fire and extended coverage for fixtures and contents in the Premises in the minimum amount of the replacement value of said fixtures and contents.

7.6 Lessor's Insurance. Lessor shall maintain a policy or policies of fire and property damage insurance in so-called "fire and extended coverage" form insuring Lessor (and such others as Lessor may designate) against loss of rents and from physical damage to the Premises. The foregoing notwithstanding, such fire and property damage insurance, at Lessor's election, (i) may be written in so-called "all-risk" form to include such perils as are commonly covered by such form of coverage, (ii) may provide coverage for physical damage to the improvements so insured up to the then full replacement cost thereof, (iii) may cover loss by such additional perils against which Lessor may elect to insure (e.g., flood insurance, which the parties acknowledge is presently carried by Lessor, and/or earthquake insurance, provided that Lessor agrees that Lessor shall only carry earthquake insurance if required by a lender of

Lessor), (iv) may provide coverage for loss of rents for a period of up to twelve (12) months, and (v) may contain "deductibles" as selected by Lessor. Lessor is not obligated to cause such insurance to cover any trade fixtures, alterations, improvements or personal property of Lessee. Additionally, Lessor shall maintain a policy or policies of commercial general liability insurance insuring Lessor (and such others as are designated by Lessor) against liability for personal injury, bodily injury, death, and damage to property occurring or resulting from an occurrence in, on or about the Premises, with combined single limit coverage of Two Million Dollars (\$2,000,000), or such greater or lesser coverage as Lessor may, in its sole discretion, from time to time determine is necessary for its protection.

7.7 Limited Mutual Release. The parties hereby release each other and their respective authorized representatives, from any claims for damage to any person or to the Premises, or other improvements in which the Premises are located, and to the fixtures, personal property, and improvements or alterations in or on the Premises and other improvements in which the Premises are located, that are caused by or result from risks insured against under any insurance policies carried by any party hereto and in force or effect at the time of any such damage. Each party shall cause any insurance policy or self-insurance program obtained by it to provide that all right of recovery by way of subrogation against any party to this Lease in connection with any damage covered by any such policy or program is waived. No party shall be liable to another for any damage caused by fire, earthquake or any of the risks insured against under any insurance policy or program required by this Lease.

ARTICLE 8 LESSOR ENTRY AND SIGNAGE

8.1 Lessor's Right to Enter. After prior notification, Lessor or its duly authorized representatives or agents may enter upon said Premises at reasonable times during the term of this Lease to determine whether Lessee complies with the terms and conditions of the Lease or for any other purpose incidental to the rights of Lessor. Such rights include the right to show the Premises to prospective purchasers, lenders, appraisers, inspectors, engineers, etc. at reasonable times after prior notice to Lessee. Lessor may enter at any time in the case of an emergency.

8.2 Lessor's Right To Place Signs. At any time within six (6) months of the expiration of the Lease, Lessor may place any usual or ordinary "For Lease" or "For Sale" signs on the demised Premises. Lessor agrees not to place or allow to be placed any political signs on or about the demised Premises.

8.3 Lessee's Signage. Lessee may place its own signage on the Premises in conformance with applicable laws.

ARTICLE 9 SURRENDER OF PREMISES

9.1 Lessee's Obligations. At the expiration or termination of this Lease, Lessee will surrender the Premises to Lessor in broom clean condition and in good operating order, condition and state of repair, except for reasonable wear and tear and damage by the elements or acts of God ("reasonable wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practices). Lessee further agrees to remove all signs that have been placed on said Premises by Lessee, and to repair and restore the Premises to same condition prior to the placement of the signs, furniture & equipment, except for reasonable wear and tear and damage by the elements or acts of God. If Lessee has changed the locks during tenancy, Lessee shall re-key locks to Lessor's master key upon vacating the Premises.

ARTICLE 10 DEFAULT AND RE-ENTRY

10.1 Default. Lessee shall be in default of this Lease, allowing Lessor to pursue any of the remedies set forth below or any other remedies afforded by law or equity, if any of the following events occur:

10.1.1. Lessee fails to pay any payment obligation (Base Rent, Additional Rent and/or any other monetary payments due hereunder) when due, and such failure continues for more than ten (10) days after written notice thereof from Lessor;

10.1.2. Lessee fails to perform any term, covenant, or condition of this Lease, except those payment obligations referred to in the immediately preceding subsection, and Lessee fails to cure such default within twenty (20) days after delivery of written notice from Lessor informing Lessee of such default (provided, however, that if the nature of Lessee's obligation is such that more than twenty (20) days after such notice is reasonably required for its performance, then Lessee shall not be in breach of this Lease if performance is commenced within such twenty (20) day period following Lessor's notice and thereafter diligently pursued to completion);

10.1.3. Lessee makes an assignment, sublease, or other transfer without Lessor's consent in violation of this Lease;

10.1.4. Lessee makes a general assignment of its assets for the benefit of its creditors;

10.1.5. There occurs an attachment of execution on, the appointment of a custodian or receiver with respect to, or other judicial seizure of (i) substantially all of Lessee's assets, (ii) any property of Lessee essential to the conduct of Lessee's business in the Premises, or (iii) the leasehold created by this Lease, and Lessee fails to obtain a return or release of such property within thirty (30) days thereafter or prior to sale or other disposition, whichever is earlier; or

10.1.6. A court makes or enters any decree or order with respect to Lessee or Lessee submits to or seeks a decree or order (or a petition or pleading is filed in connection therewith) which: (i) grants or constitutes (or seeks) an order for relief, appointment of a trustee, or confirmation of a reorganization plan under the bankruptcy laws of the United States; (ii) approves as properly filed (or seeks such approval of) a petition seeking liquidation or reorganization under said bankruptcy laws or any other debtor's relief law or statute of the United States or any state thereof, or (iii) otherwise directs (or seeks) the winding up or liquidation of Lessee; provided, however that if any such petition, decree or order is not voluntarily filed or made by Lessee, that Lessee shall not be in default until such petition, decree or order remains undischarged for a period of thirty (30) days.

10.2 Lessor's Remedies. In the event of any default by Lessee, Lessor shall have the following remedies, in addition to all other rights and remedies provided by any Law or otherwise provided in this Lease, to which Lessor may resort cumulatively, or in the alternative:

10.2.1. Lessor may keep this Lease in effect and enforce by an action at law or in equity all of its rights and remedies under this Lease, including (i) the right to recover the rent and other sums as they become due by appropriate legal action, (ii) the remedies of injunctive relief and special performance to compel Lessee to perform its obligations under this Lease, and (iii) the right to cause a receiver to be appointed to administer and manage the Premises. It is expressly agreed that the remedies herein include the remedies provided in Civil Code Section 1951.4 or any successor statute, such that Lessor may continue this Lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, so long as this Lease provides that Lessee may sublet or assign its rights hereunder subject only to reasonable limitations.

10.2.2. Lessor may make any payment or perform any obligation of Lessee. All sums paid by Lessor and all necessary costs of such performance by Lessor with interest at the maximum legal rate from the date the sum is paid by Lessor until Lessor is reimbursed by Lessee, together with an administrative fee of fifteen (15%) of the

costs incurred by Lessor, shall be reimbursed to Lessor on demand by Lessor. Lessor shall have the same rights and remedies in the event of nonpayment of such amounts by Lessee as in the case of failure by Lessee in the payment of rent and the same shall be deemed additional rent hereunder.

10.2.3. Lessor may, at Lessor's election, terminate this Lease by giving Lessee written notice of termination, in which event this Lease shall terminate on the date set forth for termination in such notice. No act by or on behalf of Lessor intended to mitigate the adverse effect of Lessee's default shall constitute a termination of the Lease or Lessee's right to possession unless Lessor gives Lessee written notice of termination. Any such termination shall not relieve Lessee from the payment of any sums then due Lessor or from any claim for damages resulting from Lessee's default. Following termination of the Lease, and without prejudice to any other remedies Lessor may have, Lessor may then or any time thereafter (i) reenter the Premises upon surrender by Lessee or expel or remove Lessee therefrom together with any other persons occupying it, using such legal proceedings as are then available, (ii) repossess and use the Premises or re-lease it or any part thereof for such term, at such rent, and upon such other terms and conditions as Lessor in its sole discretion may determine, and (iii) remove all property of Lessee therefrom at Lessee's expense in accordance with Article 15.

10.2.4. In the event Lessor terminates this Lease, Lessor shall be entitled, at Lessor's election, to damages in an amount as set forth in California Civil Code Section 1951.2, or any successor statute. For purposes of computing damages pursuant to said Section 1951.2, (i) the maximum legal rate of interest shall be used where permitted, and (ii) rent due under this Lease shall include the Base Monthly Rent and the Additional Rent, determined on a monthly basis where necessary to compute such damages. Such damages shall include without limitation

(1) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided;

(3) 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 the award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided, computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%); and

(4) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom, including without limitation, the following: (a) expenses for cleaning, repairing or restoring the Premises; (b) expenses for altering, remodeling or otherwise improving the Premises for the purpose of re-leasing, including installation of leasehold improvements (whether such installation be funded by a reduction of rent, direct payment or allowance to a new Lessee, or otherwise), (c) broker's fees, advertising costs and other expenses of re-leasing the Premises; (d) costs of carrying the Premises, such as taxes, insurance premiums, utilities, and security precautions; (e) expenses in retaking possession of the Premises; and (f) attorney's fees and court costs incurred by Lessor in retaking possession of the Premises and in releasing the Premises or otherwise incurred as a result of Lessee's default.

10.2.5. Nothing in this Section shall limit Lessor's right to indemnification from Lessee as provided in paragraph 7.1 above.

ARTICLE 11 HAZARDOUS MATERIALS

11.1 Definitions. For purposes of this Lease, it is agreed that unless the context otherwise specifies or requires the following terms shall have the meaning herein specified:

A. "Hazardous Materials" shall mean: Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) as amended from time to time and regulations promulgated thereunder ("RCRA"); and/or

Any "hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 91 et seq.) as amended from time to time, and regulations promulgated thereunder 42 U.S.C. Section 9601 et seq; and/or

Asbestos, polychlorinated biphenyls or other substances specifically regulated under the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), as amended from time to time, and regulations promulgated thereunder ("TSCA"); and/or

Storage tanks, whether or not underground and whether empty, filled, or partially filled with any substance; and/or

The presence of oil, petroleum products, and their by-products; and/or

Any substance the presence of which on the Premises is prohibited by any governmental authority; and/or

Any other substance which, by any governmental authority, requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal; and/or

Any "hazardous material", "hazardous substance" or "hazardous waste" as defined in California Health and Safety Code Sections 25501 and 25501.1.

B. "Hazardous Material Contamination" shall mean: The contamination (whether formerly existing, presently existing or hereafter occurring) of buildings, facilities, soil, groundwater, air or other elements on or of the Premises by hazardous materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on or of any other property as a result of hazardous materials at any time, whether before or after the date of this Security Agreement) emanating from the Premises.

11.2 Lessor's Representations and Warranties. To Lessor's actual knowledge as of the date of this Lease without duty of further inquiry, Lessor represents and warrants as follows:

11.2.1. No Hazardous Materials are now located on the Premises in violation of applicable laws, and neither Lessor, nor any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under, from or at the said Premises or any part thereof in violation of applicable laws;

11.2.2. No part of said Premises is being used or has been used at any previous time for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor is any part of the said Premises affected by any Hazardous Materials Contamination;

11.2.3. No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to said Premises. Said Premises is not currently on and has never been on, any federal or state "Superfund" or "Superlien" list, and the hazardous materials contractor after reasonable investigation has no

knowledge or any facts that, if known to governmental authorities, reasonably might be anticipated to cause governmental authorities, to consider placing Premises on any such list; and

11.2.4. Lessor has not received any notice from any governmental authority with respect to any violation of law or regulation regarding hazardous materials.

11.3 Lessee Restrictions and Indemnifications. Lessee shall not use or store any Hazardous Materials upon the Premises (other than minor quantities of typical household and/or office cleaning supplies) without first obtaining Lessor's prior written consent as to the same. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Material brought onto the Premises by or for Lessee (whether before the term of this Lease or during the term of this Lease), or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Material under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Materials, unless specifically so agreed by Lessor in writing at the time of such agreement.

ARTICLE 12 MISCELLANEOUS

12.1 Construction. This Lease shall be construed and enforced in accordance with the laws of the State of California. The captions of this Lease shall have no effect on its interpretation. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render any other provision unenforceable, invalid, or illegal.

12.2 Successors Bound. This Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.3 Time is of Essence. Time is of the essence with regard to this Lease and as to all covenants, conditions, agreements and obligations herein contained.

12.4 Duly Authorized Representative. Each individual executing this Lease on behalf of such party represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said party.

12.5 Reasonable Consent. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

12.6 Subordination. This Lease is and shall be subordinate to any mortgage now of record or recorded after the date of the Lease affecting the Premises and Lessee agrees that it will execute, acknowledge, and deliver upon request all documentation reasonably necessary to subordinate this Lease to such mortgage. Each holder of any such mortgage shall agree in writing that, so long as Lessee performs its obligations under this Lease, that (i) Lessee shall enjoy peaceful possession of the Premises, (ii) the holder of any such mortgage shall not disturb or interfere with Lessee's rights hereunder, and (iii) any purchaser at a foreclosure sale shall accept and acquire the Premises subject to this Lease.

12.7 Estoppel Certificates. Lessee agrees, following any request by Lessor, to promptly (and in no event greater than ten (10) calendar days) execute and deliver to Lessor an estoppel certificate upon which Lessor and others it designates may rely (a) certifying that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, (b) stating the date to which the rent and other charges are paid in advance, if any, (c) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or if there are uncured defaults on the part of Lessor, stating the nature of such uncured defaults and (d) certifying such other information about this Lease as may be reasonably required by Lessor. Lessee's failure to deliver an estoppel certificate, which failure is not cured within five (5) days after Lessor's delivery to Lessee of notice of such failure, shall be deemed a default under this Lease (without any further notice and right to cure) and shall also be a conclusive admission by Lessee that all matters so requested by Lessor are true and accurate.

12.8 Notices. Any communications under this Lease by either party to the other shall be in writing and shall be delivered personally, sent by prepaid registered mail, or sent by nationally recognized overnight courier, addressed as below; a party may change its notification address by giving notice to the other party. The parties' addresses are as follows:

Lessor: TAV Enterprises, LLC
600 Celeste Way
Santa Cruz, CA 95065

Lessee: Community Television of Santa Cruz County
325 Soquel Ave
Santa Cruz, CA 95060

12.9 Joint and Several Liability. If there is more than one party that comprises either Lessor or Lessee, the obligations imposed under this Lease shall be joint and several.

12.10 Amendment. This Lease may only be amended in writing and signed by both Lessor and Lessee.

12.11 Integrated Agreement. Every agreement, representation, warranty or understanding regarding the Premises and the terms of this Lease have been merged into this Lease document, which shall be conclusively accepted as the full agreement between the parties. This Lease shall be interpreted neutrally between the parties regardless of which party drafted or caused to be drafted this Lease.

12.12 Governing Law and Venue. This Lease shall be construed under the law of the State of California, and the venue for any legal action shall only be in the County of Santa Cruz, State of California.

12.13 No Future Breach. Waiver by either party of a breach of any obligation under this Lease shall not be consent to any future breach.

12.14 CASp. Lessor hereby discloses pursuant to California Civil Code Section 1938 as follows: "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." Lessor

and Lessee hereby acknowledge and agree that in the event that Lessee elects to perform a CASp inspection of the Premises hereunder, such CASp inspection shall be performed at Lessee's sole cost and expense, and, except as otherwise expressly set forth elsewhere in this Lease, Lessee shall be solely responsible for the cost of any repairs, upgrades, alterations and/or modifications to the Premises necessary to correct any such violations of construction-related accessibility standards identified by such CASp inspection as required by applicable law.

12.15 Brokers. Each of Lessor and Lessee warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease. Lessor and Lessee shall indemnify, defend and hold the other harmless free and harmless against any claims, judgments, damages, costs, expenses, and liabilities with respect to a breach of the foregoing representation and warranty, including attorneys' fees and costs.

12.16 Attorney's Fees. If any party to this Lease brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

SIGNATURE PAGE TO FOLLOW

In WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date of their respective signatures below.

LESSOR: TAV ENTERPRISES, LLC	LESSEE: Community Television of Santa Cruz County
_____ Jeff Tavangar, Member Date	_____ Becca King-Reed, Executive Director Date
_____ Jamchid Tavangar, Member Date	_____ Keith Gudger, Secretary Date

EXHIBIT "A"

DEPICTION OF PREMISES

