

414 EAST CARRILLO BUILDING

LEASE

THIS LEASE, executed in duplicate at Santa Barbara, California, effective as of this 1st day of January, 2003, by and between Ronald F. Boeddeker and Catherine M. Boeddeker, hereinafter referred to as "LESSOR" and South Coast Community Media Access Center, a California corporation, hereinafter referred to as "LESSEE".

IT IS AGREED between the parties as follows:

1. DESCRIPTION OF PREMISES. LESSOR hereby leases to LESSEE and LESSEE hires from LESSOR on the terms, covenants and conditions hereinafter set forth, those certain premises described in Exhibit "A" attached hereto and made a part of this Lease, which is that certain improved property known as 414 East Carrillo Street, Santa Barbara, California. Said premises are hereinafter referred to as the "leased premises" or the "premises."

2. TERM. The term of this Lease (the "Term") shall be for a period of twelve (12) calendar months, commencing on January 1, 2003 ("Commencement Date") and expiring, unless sooner terminated as hereinafter provided, at midnight on December 31, 2003 hereinafter referred to as the "Term".

3. BASE RENT.

(a) LESSEE agrees to pay to LESSOR at such places as may be designated from time to time by LESSOR without deduction or offset and LESSOR agrees to accept as rent for the leased premises, during the Term, in addition to all other amounts called for herein, annual Base Rent as follows. The annual Base Rent for the Term is Eighty-Nine Thousand Nine Hundred Twenty-Eight Dollars (\$89,928) in lawful money of the United States payable in advance on the first day of each month in equal monthly installments of Seven Thousand Four Hundred Ninety-Four Dollars (\$7,494) commencing on the Commencement Date. Such Base Rent is considered "triple net rent" as such term means that all of the expenses associated with the premises are paid by LESSEE.

(b) LESSEE hereby acknowledges that late payment by LESSEE to LESSOR of rent due hereunder will cause LESSOR to incur costs not contemplated by this Lease, the exact amount 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 LESSOR by the terms of any mortgage or trust deed covering the premises. Accordingly, if any installment

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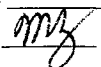
414Lease(07-02)

of rent due from LESSEE shall not be received by LESSOR or LESSOR's designee within ten (10) days after such amount shall be due, LESSEE shall pay to LESSOR a late charge equal to five percent (5%) over the prime rate of interest quoted from time to time by Wells Fargo Bank, N.A. of such unpaid installment. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LESSOR will incur by reason of late payment by LESSEE. Acceptance of such late charge by LESSOR shall in no event constitute a waiver of LESSEE's default with respect to such overdue amount, nor prevent LESSOR from exercising any of the other rights and remedies granted hereunder.

4. SECURITY DEPOSIT. As security for the faithful performance of each and every term, covenant and condition of this Lease, LESSEE shall pay LESSOR concurrent with the execution of this Lease, the sum of Six Thousand One Hundred Fifty-Eight Dollars and Seventy-Five Cents (\$6,158.75). If LESSEE fully and faithfully complies with all the terms, covenants and conditions of this Lease, and has not assigned or sublet same, the security or any balance of the security shall be returned to LESSEE at such time as common area charges are determined and deducted from deposit after LESSEE vacates the premises. Or, if LESSEE defaults in respect to any of the terms, covenants and conditions of this Lease including but not limited to the payment of rent or other charges, repair of damages and/or cleaning and restoration of the premises upon termination of the tenancy, LESSOR may use, apply or retain the whole or any part of the security for the payment of any rent or other charges in default or for any other sum which LESSOR may spend or be required to spend by reason of LESSEE's default. If LESSOR so uses or applies all or any portion of the said tenancy deposit, LESSEE shall within ten (10) days after written demand therefore deposit cash with LESSOR in any amount sufficient to restore said deposit to the full amount hereinabove stated and LESSEE's failure to do so shall constitute a material breach of this contract. LESSEE shall not be entitled to any interest on the security deposit and LESSOR will not be bound to keep the said deposit in a separate bank account or to give an accounting therefore to LESSEE.

5. USE OF PREMISES. The leased premises may be used and occupied only for a television station, including offices and production facility and no other purposes without LESSOR's consent. LESSEE shall, at its own expense, promptly comply with all laws, ordinances, orders, regulations, covenants, conditions, restrictions, deeds of trust, and matters of record, now or hereafter affecting the premises and their cleanliness, safety, occupation and use.

LESSEE shall not do or permit anything to be done in or about the leased premises, or bring or keep anything in the premises, that will in any way increase the fire insurance upon the building in which the premises are situated. LESSEE will not perform any act or form a part or be a nuisance or menace to Lessees of adjoining units or buildings or their occupants. LESSEE acknowledges that neither LESSOR, nor LESSOR's agents, employees and representatives, has made any representation or warranty, whether expressed or implied, with respect to the premises or the building in which the premises are a part, and that no representation

LESSOR
LESSEE 

414Lease(07-02)

or warranty has been made as to the suitability of the premises for the conduct of LESSEE's business. Absence of such suitability shall not render this agreement void or voidable. LESSEE accepts the premises AS IS.

6. UTILITIES.

(a) LESSEE shall pay for all water, gas, heat, light, power, telephone service, rubbish removal, and all other utility services of every kind and nature whatsoever, supplied to and/or used by LESSEE on or in connection with the premises.

(b) In the event water, gas, or electricity are not separately metered to the premises, LESSEE shall pay LESSOR, on demand, at the rates established by the respective utility companies, or any successors thereto, for such water, gas or electricity as LESSOR, in its sole discretion shall determine has been used by LESSEE.

7. ACCEPTANCE OF PREMISES. By entry hereunder, LESSEE acknowledges that LESSEE has examined the leased premises and accepts the same as being in the condition called for by this Lease and any amendments or exhibits thereto.

8. ALTERATIONS, REPAIRS, RESTORATION.

(a) LESSEE shall make no installations, additions or improvements in or to the premises, except as otherwise authorized in this Lease, or structural alterations or changes either to the interior or exterior of the building initially constructed on the land on which the premises are located, or in the bearing walls, supports, beams, or foundations, without the prior written consent of LESSOR. Said consent will not be unreasonably withheld.

(b) Plans and specifications showing such proposed installations, additions, or improvements, and alterations and changes, shall be submitted to LESSOR for approval upon the application for such consent.

(c) All installations, additions, or improvements, and alterations and changes made with the written consent of LESSOR, including, but not limited to, demising walls, lighting, electrical, telephone, painting, carpet, window coverings, air-conditioning ducts, stairs, partition walls, plumbing, shall be made at the sole cost and expense of LESSEE, under the supervision of an architect or engineer satisfactory to LESSOR.

(d) If during the Term of this Lease any additions, alterations, or improvements in or to the premises, as distinguished from repairs, are required by any governmental authority or any law, ordinance, or governmental regulation because of the use to which the premises are put by LESSEE, and not by reason of the character or structure of the

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414Lease(07-02)

building, they shall be made and paid for by LESSEE. If any governmental authority requires additions, alternations, or improvements due to reasons other than LESSEE's use of the building, they shall be made and paid for by LESSOR.

9. MECHANICS' LIENS.

(a) LESSEE agrees to pay promptly for all labor done or materials furnished for any work or repair, maintenance, improvement, alteration, or addition done by LESSEE in connection with the premises, and to keep and to hold the premises free, clear, and harmless of and from all liens that could arise by reason of any such work. If any such lien shall at any time be filed against the premises, LESSEE shall either cause the same to be discharged of record within twenty (20) days after the date of filing the same, or if LESSEE, in its discretion and in good faith, determines that such lien should be contested, LESSEE shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against the premises during the pendency of such contest. If LESSEE shall fail to furnish such security then, in addition to any other right or remedy, LESSOR may, but shall not be obligated to, discharge the same, either by discharge of such lien by deposit in court or by giving security or in such other manner as is or may be prescribed by law. LESSEE shall repay to LESSOR on demand all sums disbursed on account thereof, including LESSOR's costs, expenses, and reasonable attorney's fees incurred by LESSOR in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of LESSOR to subject LESSOR's interest in the real property, of which the premises are a part, to liability under any mechanic's lien law.

(b) LESSOR shall at all times have the right to post and to keep posted on the leased premises such notices provided for under the laws of the state of California for the protection of the premises from mechanic's lien or liens of a similar nature. In connection therewith, LESSEE shall give to LESSOR not less than ten (10) days written notice prior to commencement of any work under this Lease.

10. WASTE AND QUIET CONDUCT. LESSEE shall not cause or permit the premises or property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, or which annoys or interferes with the rights of owners or tenants of buildings or property in which the premises are located adjacent thereto; or to otherwise commit or suffer to be committed, any nuisance or waste on or about the premises.

11. FIRE INSURANCE, HAZARDS.

No use shall be made or permitted to be made of the leased premises, nor acts done, which will increase the rate of insurance upon the building in which the leased premises may be located above the rates for the least hazardous type of occupancy for business offices, or cause the cancellation of any insurance policy covering said building, or any part thereof, nor shall

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414Lease(07-02)

LESSEE sell, or permit to be kept, used or sold, in or about said premises, any article which may be prohibited by the standard form of fire insurance policies. LESSEE shall, at its sole cost and expense, comply with any and all requirements pertaining to said premises, of any insurance organization or company, necessary for the maintenance of fire and commercial liability insurance covering said building and appurtenances. LESSEE agrees to pay to LESSOR as additional rent, upon demand, any increase in premiums on policies which may be carried by LESSOR on the premises covering damage to the building and loss of rent caused by fire and the perils normally included in extended coverage above the rates for the least hazardous type of occupancy for business offices.

The amount of such increase shall be calculated and determined from information supplied by LESSOR's insurance agent or carrier, or in the absence of such information, in LESSOR's reasonable discretion.

LESSEE shall, at all times during the Term of this Lease, provide and maintain in full force and effect on all of its fixtures and equipment in the leased premises a policy or policies of fire and extended coverage, including fire insurance with standard coverage endorsement to the extent of at least ninety percent (90%) of their full replacement cost. Such policy or policies shall be endorsed to add LESSOR as a named insured. During the Term of this Lease, proceeds from any such policy or policies of insurance shall be used for the repair or replacement of the fixtures and equipment so insured, and said policies shall be assigned to LESSOR to guarantee LESSEE's obligation set forth herein. Proof of insurance shall be furnished to LESSOR and such policy shall provide that LESSOR shall be notified of a policy cancellation at least thirty (30) days prior to such cancellation. LESSEE shall provide and maintain such fire extinguishers and equipment as necessary or recommended by the fire department of the City of Santa Barbara.

12. LIABILITY INSURANCE. LESSEE, at its own expense, shall, at all time during the Term of this Lease, provide and keep in force commercial liability insurance, with companies acceptable to LESSOR, for the benefit of LESSOR and LESSEE, and naming LESSOR as an additional insured, against liability and bodily injury and property damage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence in respect to injuries to or death of any person and property damage, such limits to be for any greater amount as may be reasonably indicated by circumstances from time to time existing. LESSEE shall furnish LESSOR with a certificate of such policy and whenever required shall satisfy LESSOR that such policy is in full force and effect.

Such policy shall provide that LESSOR will be notified of a policy cancellation at least thirty (30) days prior to such cancellation. Such policy shall contain a waiver of subrogation and cross-liability and severability of interest endorsements and be primary and non-

LESSOR _____
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414Lease(07-02)

contributing with insurance carried by LESSOR. Nothing herein shall be deemed to limit LESSEE's liability to LESSOR.

13. INDEMNIFICATION BY LESSEE. LESSEE will protect, indemnify, save and hold harmless LESSOR, and LESSOR's agents, employees and property managers, from and against all liabilities, obligations, claims, damages, penalties, causes of action, cost and expense (including without limitations, reasonable attorney's fees and expenses) imposed upon or incurred by or assessed against LESSOR, even if LESSOR is concurrently negligent, by reason of (a) tenancy of the leased premises or any interest therein, or receipt of any rent or other sum therefrom, (b) any accident, injury to or death of persons (including workmen) or loss of or damage to property occurring on or about the leased premises or any part thereof or the adjoining sidewalks, curbs, vaults or vault space if any, parking and common areas, streets or ways, (d) any failure on the part of LESSEE to conform or comply with any of the Terms of this Lease or (e) performance of any labor or services or the furnishing of any materials or other property in respect to the leased premises or any part thereof. In case any action, suit or proceeding is brought against LESSOR by reason of any such occurrence, LESSEE, upon LESSOR's request, will at LESSEE's expense resist and defend such action, suit or proceedings, or cause the same to be resisted and defended by counsel designated by LESSEE and approved by LESSOR. The obligations by LESSEE under this section arising by reason of any such occurrence taking place during the Term of this Lease shall survive any termination of this Lease, and are a material consideration of this Lease. LESSEE shall not be liable for any damage, liability, injury or death occasioned by the gross negligence or willful acts of LESSOR or its designated agents, or employees.

14. EXEMPTION OF LESSOR FROM LIABILITY/WAIVER OF CLAIMS. LESSEE hereby waives any and all claims against LESSOR, excepting those occasioned by the gross negligence or willful acts of LESSOR, and agrees that LESSOR shall not be liable for injury of any kind to LESSEE's business or any loss of income therefrom or for damages to the goods, wares, merchandise or other property of LESSEE, LESSEE's employees, invitees, customers or any other person in or about the premises, nor shall LESSOR be liable for injury to the person of LESSEE, LESSEE's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, or from any other cause, whether said damages or injury results from conditions arising upon the premises or upon other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to LESSEE. LESSOR shall not be liable for any damage arising from any act or neglect of any other Lessee, if any, of the building in which the premises are located. This provision is a material consideration of this Lease.

15. REPAIRS. LESSEE shall, at its sole cost and expense, keep and maintain said premises and all appurtenances and every part thereof, whatsoever, including ceilings and

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414Lease(07-02)

interior walls, plate glass windows and the interior of said premises, and the drapes and curtains, if any, provided by LESSOR in good and sanitary order, condition, appearance and repair, hereby waiving all rights to make repairs at the expense of LESSOR as provided in Section 1942 of the Civil Code of the state of California, and all rights provided for by Section 1941 of said Civil Code. LESSEE shall, at its sole cost, keep and maintain all utilities, fixtures, and mechanical, electrical and plumbing fixtures and equipment used by or provided to LESSEE in good order, condition and repair. In the case of equipment installed by LESSOR for LESSEE such as, but not limited to, air-conditioning equipment, LESSEE agrees to maintain such equipment at LESSEE's expense. Such maintenance will be provided to LESSOR at its request. Should LESSEE fail to fully and adequately perform all its obligations as aforesaid in this clause, LESSOR may, upon giving ten (10) days written notice elect to enter the premises and effect such repairs, the whole without liability to LESSOR as aforesaid will be reimbursed by LESSEE together with a ten percent (10%) service charge within five (5) days of completion of the work or immediately upon written demand, whichever is sooner. LESSOR shall be responsible for structural integrity of the building in the premises, provided that they are not caused by LESSEE's tenancy.

16. AUCTIONS, SIGNS AND WINDOW COVERINGS. LESSEE shall not conduct or permit to be conducted any sale by auction on said premises. LESSEE shall not place or permit to be placed any sign, marquee, or awning on the exterior of said premises without the prior written consent of LESSOR. LESSEE upon the request of LESSOR, shall immediately remove any sign or decoration which LESSEE has placed or permitted to be placed in, on or about the exterior of the premises and which, in the opinion of LESSOR is objectionable or offensive, and if LESSEE fails to do so, LESSOR may enter upon said premises and remove said item, and LESSEE shall not place or permit to be placed upon any said exterior wall or roof any sign, advertisement, or notice without the written consent of LESSOR, which consent shall only be given where the proposed sign, advertisement, or notice complies with the specifications of size, shape, design, color and material established by LESSOR and/or any governmental agency.

LESSEE shall not place or permit to be placed any metallic foil, other covering, signs, or lettering upon the glass windows or doors of the premises. LESSEE agrees that the glass windows and doors of the premises will only be covered by the curtains, blinds or drapes approved by LESSOR.

17. ENTRY BY LESSOR. LESSEE shall permit LESSOR and/or LESSOR's agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same, exhibiting same to prospective tenants or purchasers or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or for the purpose of posting notices of non-liability for alterations, additions, or repairs, or for the purpose of placing upon the property in which the said premises are located any usual or ordinary "for sale" signs, without any rebate of rent

LESSOR _____
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414Lease(07-02)

and without any liability to LESSEE for any loss of occupation or quiet enjoyment of the premises thereby occasioned. LESSEE shall permit LESSOR, at any time within one hundred twenty (120) days prior to the expiration of this Lease, to place upon said premises any usual or ordinary "to let" or "to lease" signs.

18. SURRENDER. On the last day of the Term hereof, or on any sooner termination pursuant to this Lease, LESSEE shall surrender the premises, together with all keys, in the same condition as when received, broom clean, but with ordinary wear and tear excepted.

19. TAXES.

(a) LESSEE shall pay before delinquency and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease Term upon LESSEE's fixtures, furniture, appliances and personal property installed and/or located in the leased premises and upon LESSEE's business activities conducted therein.

35. LESSEE shall pay to LESSOR upon demand, in addition to the other amount set forth in this Lease, on the first day of each month during the Term hereof, one-twelfth (1/12) of all real property taxes, as hereinafter defined, which shall, during the Term of this Lease, be assessed against the real property of 414 East Carrillo Street of which the leased premises are a part. LESSEE's prorated share ("applicable percentage") of any such taxes shall be determined by dividing the square footage in the leased premises by the total rentable square footage of the buildings covered by said tax bill. If the expiration of this Lease shall not occur simultaneously with the end of the tax fiscal year, LESSEE's liability for additional sums as set forth in this clause for the last partial lease year shall be prorated on an annual basis.

36. With regard to any monthly installment of taxes, payable by LESSEE to LESSOR herein, which becomes due at a time when the actual taxes are not yet known to LESSOR, LESSEE shall pay that monthly sum which LESSOR estimates will be LESSEE's portion of such taxes for the period. On the first (1st) day of the first (1st) month following the date on which such actual amount becomes known to LESSOR, and upon notice to LESSEE of such actual amount, an adjustment shall be made to the amount due during the period estimated payments were made by LESSEE. Thereupon, LESSOR or LESSEE, as applicable, shall forthwith pay to the other, the difference between the estimated sum paid and the actual amount due.

37. As used herein, the term "real property taxes" shall mean all taxes, assessments and charges levied upon or with respect to the premises, the land underlying the premises, and the parking area for the premises. Real property taxes shall include, without limitation, any tax, fee or excise on rents, on the square footage of the premises on the act of entering into this Lease, on the occupancy of LESSEE, on account of the rent hereunder or the business of renting space now or hereafter levied or assessed against LESSOR by the United States

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414Lease(07-02)

of America, the State of California or any political subdivision, public corporation, district or other political or public entity and shall also include any other tax, fee or excise, however described, which may be levied or assessed in lieu of, as a substitute for, in whole or in part, or as an addition to, any other real property taxes. Real property taxes shall not include income, franchise, transfer, inheritance or capital stock taxes, unless such taxes are levied or assessed against LESSOR in lieu of, as a substitute for, in whole or in part, or as an addition to, any other tax which would otherwise constitute a real property tax. Real property taxes shall also include reasonable legal fees, costs and disbursements incurred in connection with proceedings for the reduction of such real property taxes, if they are contested by LESSEE. If said real property taxes are contested by LESSOR, LESSOR shall be liable for any expenses, including attorney's fees in connection therewith.

21. MAINTENANCE AND REPAIR.

35. "Maintenance Charges" shall mean the total of all expenses incurred by LESSOR, utilizing the accrual method of accounting, or if LESSOR elects the cash method of accounting, in connection with the management, operation, maintenance and repair of the premises and the improvements therein. Maintenance Charges shall include, without limitation, (a) wages, salaries and other employee benefits incurred with respect to persons employed by LESSOR; (b) fees, charges and other costs including management fees, consulting fees, legal fees and accounting fees, of (i) any affiliate of LESSOR, not including any portion of such fees, charges and costs of LESSOR or any affiliate of LESSOR, in excess of prevailing rates; (c) the cost of all utilities (except such costs being paid directly by LESSEE hereunder), fuel, supplies, equipment, maintenance and service contracts in connection therewith; (d) the cost of repairs and general maintenance of the premises, including paving and strip painting and parking area and painting, replacing, repairing or improving the exterior walls and roof, (e) liability, fire and extended and all risk insurance, including loss of rental income insurance and any other endorsement LESSOR deems necessary; and (f) such other expenses as are customarily included in the cost of managing, operating, maintaining, and repairing property similar to the premises and improvements therein.

36. LESSEE shall pay to LESSOR in addition to other amounts set forth in this Lease, LESSEE's applicable percentage of the aggregate of Maintenance Charges incurred by LESSOR during each calendar year of the Term hereof, beginning with the first (1st) day of January of the year in which the Term of this Lease commences.

37. Such Maintenance Charges shall be estimated annually by LESSOR as of the first (1st) day of January, of each calendar year. LESSEE shall pay such estimated sum monthly in advance. At the end of each calendar year, LESSOR shall notify LESSEE of such actual charges and the difference, if any, between the actual charges and estimated charges paid by LESSEE. Such difference shall, within ten (10) days following the date of such notice, be paid by LESSEE or LESSOR, as applicable, to the other.

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414Lease(07-02)

38. If the expiration of the Term of this Lease shall not occur simultaneously with the end of the calendar year, LESSEE's liability of additional sums set forth in this clause for the last partial lease year shall be prorated on an annual basis. For purposes of this Paragraph 21, the percentage of Maintenance Charges hereinabove referred to shall be the applicable percentage set forth in Paragraph 20 subparagraph (b) of this Lease.

39. For purposes of this paragraph Maintenance Charges shall mean all costs of operation, maintenance and repair of the premises, and shall include, but not be limited to, costs of painting, repairing, and cleaning of common driveways and parking areas, gardening, planting, seeding and maintenance of landscaped areas, drain maintenances, general building repair and maintenance, and other costs, if any incurred by LESSOR on behalf of or for the benefit generally of LESSEE.

22. ABANDONMENT. LESSEE shall not vacate or abandon said premises at any time during the Term of this Lease, nor permit said premises to remain unoccupied for a period longer than ten (10) consecutive days during the Term of this Lease; and if LESSEE shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to LESSEE and left on the premises shall, at the option of LESSOR, be deemed abandoned and shall become thereupon the property of LESSOR, but in no event shall said action be deemed to waive LESSOR's remedies for default as hereinafter set forth in paragraph 26.

23. DESTRUCTION.

(a) In the event of any destruction or damage to the premises which is caused by LESSEE's use of the premises, or by act or omission of LESSEE, its agents or employees, LESSEE shall promptly commence to repair or rebuild said building, as the case may be, to its condition prior to such termination or destruction, and shall diligently pursue such repairs or rebuilding until completion and said rent shall continue without abatement. Prior to commencement of any such repair or rebuilding, LESSEE shall supply to LESSOR all plans for such work and a listing of contractors and other workmen to be used, all of which are subject to LESSOR's approval. LESSEE shall also give to LESSOR not less than seven (7) days written notice of the commencement date of any such work so that LESSOR may post a notice of non-responsibility, or other notices. If LESSEE has not diligently undertaken such repairs within thirty (30) days of notice, LESSOR, at his option, but without any obligations to do so, may undertake any such repair or rebuilding for the account of, and at the expense of LESSEE.

35. In the event of destruction or damage to the premises resulting from any causes not referenced in paragraph 23(a), LESSOR may, at its option within ninety (90) days after such damage or destruction, notify LESSEE, in writing, that LESSOR intends to repair or replace said building. In such event, the rent under such Lease shall be abated proportionately to the portion, if any, of the premises rendered unfit for the uses leased. LESSOR shall complete the

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414Lease(07-02)

repair or replacement of said building within ninety (90) days after said notice, except that said ninety (90) day period shall be extended by the period of any delay in the completion of said repairs resulting from fire or other casualty, strikes, shortages, or material or labor, governmental laws, rules or regulations, the elements, or matters beyond the reasonable control of LESSOR. In the event that LESSOR repairs or replaces said building within the time permitted after such notice, the accrual of rent shall, upon repair and replacement, resume at its full rate, and this Lease shall continue in full force and effect for the remaining unexpired Term. If LESSOR does not give notice within ninety (90) days of its intention to repair or replace, LESSEE may, at any time at least ninety-one (91) days, but not more than one hundred-five (105) days, after such destruction or damage, terminate this Lease by giving notice thereof to LESSOR in writing.

36. The net proceeds of any insurance maintained in force at the expense of LESSOR, payable by reason of such damage or destruction, shall be received and held by LESSOR, and shall be disbursed by LESSOR from time to time, upon the usual architect's certificates and lien releases, to reimburse LESSEE for payments made for work actually done in the process of repairing, replacement or restoration, less a 10% retention from all such disbursements until the expiration of the period in which liens arising out of such repair or rebuilding may be filed. LESSOR shall be further entitled at any time to sue any portion of said proceeds as necessary, including such retention to obtain the release of any such liens filed against the premises.

37. Should LESSOR at any time conduct repair work which it is obligated to or which it elects to so conduct, the provisions of Section 1932, Subdivision (2) and Section 1933 Subdivision (4) of the Civil Code of the state of California are waived by LESSEE. A total destruction (including any destructions required by any authorized public authority) of either said premises or said building shall terminate this Lease.

24. ASSIGNMENT OR SUBLETTING.

(a) LESSEE shall not assign this Lease or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the premises or any portion thereof, without first obtaining the written consent of LESSOR, which LESSOR agrees not to unreasonably withhold. A consent 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. Any such assignment or subletting without such consent shall be void, and shall, at the option of LESSOR, terminate this Lease. This Lease shall not, nor shall any interest therein be assignable as to the interest of LESSEE by operation of law, without the prior written consent of LESSOR. Consent by LESSOR to any assignment or subletting shall not relieve LESSEE from its primary liability hereunder. Any transfer of this Lease by LESSEE through merger, consolidation, liquidation, or reorganization shall be deemed to constitute an assignment for purposes of this Lease. Regardless of LESSOR's consent, no subletting or assignment shall release LESSEE from LESSEE's obligation

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414Lease(07-02)

to pay the rent and perform all obligations set forth in this assignment. The acceptance of rent by LESSOR from any other person shall not be deemed to be a waiver by LESSOR of any provisions hereof.

(b) In the event that LESSOR shall consent to a sublease or assignment under this paragraph 24, LESSEE shall pay LESSOR's reasonable attorney's fees, not to exceed Five Hundred Dollars (\$500), incurred in connection with giving such consent.

25. PARKING. So long as LESSEE is not in default herein, LESSEE shall be entitled to use Fourteen (14) parking spaces reserved and restricted for LESSEE use. LESSEE hereby agrees not to occupy or permit its agent, employees, customers and invitees to occupy more than the number of spaces specified above or allocated to LESSEE by LESSOR, nor to park elsewhere than in parking stalls designated for LESSEE and/or designated as such by white parking lines and parking bumpers.

26. DEFAULTS AND REMEDIES. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by LESSEE:

(a) The vacation or abandonment of the premises by LESSEE.

(b) The failure by LESSEE to make any payment of rent or any other payment required to be made by LESSEE hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from LESSOR to LESSEE, LESSEE shall not be entitled to more than two notices of such failure during any period of twelve consecutive months and if, after two such notices are given in any period of twelve consecutive months, LESSEE fails, during such period of twelve consecutive months, to pay any such amounts when due, such failure shall constitute a material default without further notice by LESSOR.

(c) The failure of LESSEE to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by LESSEE, other than described in paragraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE.

(d) (i) The making by LESSEE of any general assignment for the benefit of creditors, (ii) the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in case of a petition filed against LESSEE, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the premises or of LESSEE's interest in this Lease unless possession is restored to LESSEE within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of

LESSOR _____
LESSEE mg

414Lease(07-02)

substantially all of LESSEE's assets located on the premises or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

In the event of any such material default or breach by LESSEE, LESSOR may at any time thereafter, with or without notice or demand and without limiting LESSOR in the exercise of any other right or remedy which LESSOR may have, exercise any one or more of the following remedies:

(i) LESSOR may immediately reenter and remove all persons and property from said premises storing said property in a public warehouse or elsewhere at LESSEE's expense without liability on the part of LESSOR; should LESSOR elect to reenter as herein provided, or should LESSOR take possession pursuant to legal proceedings or pursuant to any notice provided for by law, then the termination by LESSOR of LESSEE's right to possession shall cause this Lease to terminate. Upon such termination, pursuant to Section 1951.2 of the California Civil Code, LESSOR may recover from LESSEE and LESSEE agrees to pay to LESSOR the following:

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

(B) 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 the LESSEE proves could have been reasonably avoided;

(C) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term of this Lease after the time of award exceeds the amount of such rental loss for the same period that LESSEE proves could be reasonably avoided; and

(ii) Pursuant to Section 1951.4 of the California Civil Code, should LESSEE breach this Lease and abandon the premises, this Lease nonetheless shall continue in full force and effect for so long as LESSOR does not terminate LESSEE's right to possession, and LESSEE agrees that LESSOR may enforce all LESSOR's rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. Should LESSEE breach this Lease and abandon the premises and should LESSOR elect to maintain and continue this Lease in full force and effect pursuant to this subparagraph (ii), LESSOR may nonetheless at any time thereafter elect to terminate this Lease for any breach, and LESSOR may then recover from LESSEE damages as set forth in paragraph 26 subparagraph (i) of this Lease. Unpaid installments of rent or other sums shall bear interest at the highest legal rate from the date due.

LESSOR _____
LESSEE mg

414Lease(07-02)

(iii) LESSOR may collect by suit or otherwise each installment of rent or other sum as it becomes due or enforce by suit or otherwise any covenant or condition or Term of this Lease required to be performed by LESSEE.

(iv) LESSOR may terminate this Lease in which event LESSEE agrees to immediately surrender possession of said premises and to pay LESSOR all damages LESSOR may incur by reason of LESSEE's default including all damages outlined in paragraph 26 subparagraph (i) of this Lease.

LESSOR shall not be deemed in default unless LESSOR fails to perform obligations required of LESSOR within thirty (30) days after written notice by LESSEE to LESSOR, specifying wherein LESSOR has failed to perform such obligation and provided that LESSEE is not in default. If the nature of LESSOR's obligation is such that more than thirty (30) days are required for performance then LESSOR shall not be in default if LESSOR commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

27. SURRENDER OF LEASE NOT MERGER. The voluntary or other surrender of this Lease by LESSEE, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LESSOR, terminate all or any existing sublease, and/or sub-tenancies, or may, at the option of LESSOR, operate as an assignment to LESSOR of any or all of such subleases or subtenancies.

28. ATTORNEY'S FEES. Should any party or parties hereto institute any action or proceeding in court to enforce any provision or provisions hereof, or for damages by reason of any default under this Lease, or for a declaration of such party's or parties' rights and/or obligations hereunder, or for any other judicial remedies, the prevailing party or parties shall be entitled to receive from the losing party or parties such amount as the court may adjudge to be reasonable attorney's fees for the services rendered the party or parties prevailing in any such action or proceeding, including any appeals therefrom and the prevailing party's costs which shall not be limited to taxable costs.

29. CONDEMNATION.

(a) Entire Premises. Should title or possession of the whole of the premises be taken by duly constituted authority in condemnation proceedings, or should a partial taking render the remaining portion of the premises wholly unsuitable for occupation by LESSEE, then this Lease shall terminate upon the vesting of title or taking possession, whichever occurs first.

(b) Partial Taking. LESSOR shall have the right to terminate this Lease by giving prior written notice to LESSEE within thirty (30) days after the nature and extent of the

LESSOR
LESSEE mg

414Lease(07-02)

taking is finally determined if a partial taking renders the remaining portion of the premises unsuitable for occupation by LESSEE. If LESSOR does not terminate this Lease as provided herein, then this Lease shall remain in full force and effect. In such event, LESSOR shall make any necessary repairs or restoration at the cost and expense of LESSOR, and the minimum monthly rent from and after the date of taking shall be reduced in the proportion that the value of the area of the portion of the premises taken bears to the total value of the premises immediately prior to the date of such taking or conveyance. LESSEE waives the provisions of 1265.130 of the California Civil Code of Procedure permitting a petition by LESSEE to the Superior Court to terminate this Lease in an event of a partial taking of the premises.

(c) Transfer Under Threat of Condemnation. Any sale or conveyance by LESSOR to any person or entity having the power of eminent domain either under the threat of condemnation or while condemnation proceedings are pending shall be deemed to be a taking within the meaning of this paragraph.

(d) Awards and Damages. All payments made on account of any taking by eminent domain shall be made to LESSOR, except the LESSEE shall be entitled to any award made:

(i) For the reasonable removal and relocation costs of any removable property LESSEE has the right to remove, or for loss and damage pertaining to such property that LESSEE elects or is required not to remove.

(ii) To the extent of any award attributable to LESSEE's loss of good will.

30. NOTICES. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid and addressed or by personal delivery as follows:

To LESSEE, addressed to LESSEE at 22 S. Fairview Ave Goleta
93117 Attention: David Edelman.

To Guarantor, addressed to Guarantor at 123 E. Anapamu Street, Santa
Barbara, CA 93101 Attention: Scott Ullery.

LESSOR
LESSEE 

414Lease(07-02)

The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant, or condition of this Lease, other than the failure of LESSEE to pay the particular rental so accepted, regardless of LESSOR's knowledge of such preceding breach at the time of acceptance of such rent.

34. EFFECT OF HOLDING OVER. If LESSEE should remain in possession of the premises after the expiration of the Term and without the express prior written consent of LESSOR, then such holding over shall be construed as a tenancy from month-to-month, subject to all the conditions, provisions, and a month-to-month tenancy. Failing receipt of such written consent of LESSOR, LESSEE shall vacate the leased premises on the last day of the Term as set forth herein or in any written extensions hereof.

35. CONDITION OF PREMISES. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed by the parties hereto that the LESSEE agrees to accept the premises in their "as is" and "with all faults" condition. LESSEE hereby acknowledges that there is the presence of certain asbestos-containing materials ("ACM") in and about the building, including, without limitation, in felt roofing material and the spray-on ceiling material. LESSEE agrees to comply with any and all ACM-related rules or regulations which may be promulgated from time to time by the applicable governmental agencies. Should LESSEE and/or its employees, agents, representatives and/or contractors make any alternations, repairs and improvements to the building pursuant to Paragraph 9 above; LESSEE, at its sole cost and expense, shall comply withal applicable existing or future governmental guidelines, standards, statutes, ordinances, regulations and the like relating to the management, abatement and/or removal of ACM from portions of the building. Without limiting the generality of the foregoing, LESSEE agrees to provide any and all legally required notices, warnings, disclosures and the like regarding the presence of ACM in the building and the requirements hereof to any of its employees, contractors, or licensees, and to any other persons or entities to whom such notices, warnings, disclosures and the like are required to be given by LESSEE.

36. MISCELLANEOUS PROVISIONS.

(a) Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association. If there is more than one LESSEE, the obligations imposed under this Lease upon LESSEE shall be joint and several.

(b) The marginal headings or title to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

LESSOR _____
LESSEE mz

414Lease(07-02)

(c) This instrument contains all of the agreements, understandings, and conditions made between the parties of this Lease and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties to this Lease or their respective successors in interest.

(d) Time is of the essence of each term and provision of this Lease.

(e) Except as otherwise expressly stated, each payment required to be made by LESSEE shall be in addition to and not in substitution for other payments to be made by LESSEE.

(f) Subject to paragraph 24, the terms and provisions of this Lease shall be binding and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LESSOR and LESSEE.

(g) Any provision of this Lease determined to be invalid by a court of competent jurisdiction, shall in no way affect any other provision hereof.

(h) Except as expressly herein provided, any amount due from LESSEE not paid when due shall bear interest at ten percent (10%) per annum from the date due. Payment of such interest shall not excuse or cure any default by LESSEE under this Lease.

(i) LESSEE shall not record this Lease without LESSOR's prior written consent. LESSEE shall, upon request of LESSOR, execute, acknowledge and deliver to LESSOR a "short form" memorandum of this Lease for recording purposes.

(j) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or equity.

(k) All amounts payable by LESSEE to LESSOR in virtue of this Lease shall constitute rent.

37. SUBORDINATION.

(a) This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now and hereafter placed upon the real property of which the premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions hereof. Notwithstanding such subordination, LESSEE's right to quiet possession of the premises shall not be disturbed if LESSEE is not in default and so long as LESSEE shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any

LESSOR
LESSEE 

414Lease(07-02)

mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust, or ground lease, and shall give written notice thereof to LESSEE, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease or the date of recording thereof.

(b) LESSEE agrees to execute any document required to effectuate such subordination or to make this Lease prior to the lien of any ground lease, mortgage or deed of trust, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint LESSOR as LESSEE's attorney in fact and in LESSEE's name, place and stead, to do so.

38. CORPORATE AUTHORITY. If LESSEE is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the By-laws of said corporation and that this Lease is binding upon said corporation in accordance with its terms. If LESSEE is a corporation, LESSEE shall within thirty (30) days after execution of this Lease, deliver to LESSOR a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

IN WITNESS WHEREOF, LESSOR AND LESSEE have executed this Lease effective as of the day and year first above written.

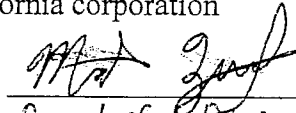
LESSOR:

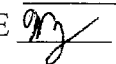
Ronald F. Boeddeker

Catherine M. Boeddeker

LESSEE:

South Coast Community Media Access Center
a California corporation

By: 
Its: Board of Directors, CMAC

LESSOR _____
LESSEE 

414Lease(07-02)

GUARANTEE OF LEASE

Reference is hereby made to a lease between Ronald F. Boeddeker and Catherine M. Boeddeker ("Lessor"), and South Coast Community Media Access Center, a California corporation ("Lessee"), dated November 12, , 2002 of certain premises located at 414 East Carrillo Street, Santa Barbara, California.

In consideration of Lessor's having executed said Lease at the request of the undersigned and other valuable considerations, the receipt whereof is hereby acknowledged, the undersigned Santa Barbara Fund for Public and Educational Access ("Guarantor") hereby unconditionally guarantees to Lessor and Lessor's successors and assigns, the payment of the rents and other sums provided for in said Lease and the performance and observance of all agreements and conditions contained in said Lease on the part of Lessee to be performed or observed for the period of the lease from January 1, 2003 through December 31, 2003.

Guarantor shall be given notice by Lessor of any default or other breach of said lease at the addressed subscribed below; and Guarantor shall further be given notice of any proposed extension or modification of said lease sixty days prior to such extension. Guarantor shall have the opportunity to approve such extension or modification insofar as the extension shall require an extension of this guarantee. This guarantee shall not apply to any such extension or modification of this lease, unless such extension is specifically approved by Guarantor. Guarantor does further agree that his liability as Guarantor shall in no way to impaired or affected by any forbearance or delay in enforcing any obligation thereof.


The Guarantor further covenants and agrees to pay all expenses and fees, including attorney fees that may be incurred by the Lessor or Lessor's successors or assigns enforcing any of the terms or provisions of this Guarantee. Said covenant shall be reciprocal should Guarantor or Lessee successfully defend any such action.

This Guarantee shall be binding upon the heirs, legal representatives, successors, and assigns of the Guarantor shall not be discharged or affected, in whole or in party by the death, bankruptcy, insolvency of the Guarantor.

This Guarantee is absolute, unconditional, and continuing and payment of the sums for which the undersigned becomes liable shall be made at the office of Lessor or its successors or assigns from time to time on demand as the same become or are declared due.

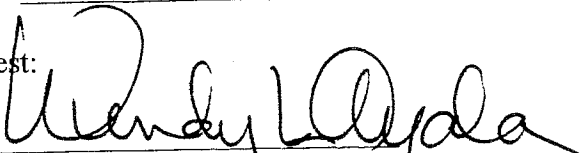
IN WITNESS THEREOF, Guarantor has hereunto set his hands and seal to this Agreement the 12th day of November , 2002.

Guarantor:
Santa Barbara Fund for Public and Educational Access



Gail Marshal, Chief Executive Officer and Chair
123 E. Anapamu Street, Santa Barbara, CA 93101 Attention: Scott Ullery.

Date: November 12, 2002

Attest:


Clerk of the Board of Supervisor's