

LEASE AGREEMENT
1555 Van Ness Avenue
Fresno, California 93721

THIS LEASE AGREEMENT (Agreement) is made and entered into on _____, by and between the CITY OF FRESNO, a municipal corporation (Landlord), and Community Media Access Collaborative, a California non-profit public benefit corporation, (Tenant).

RECITALS

A. Landlord owns the building commonly known as 1555 Van Ness Avenue, Fresno, California 93721, commonly known as the Historic Bee Building (the Building) and more particularly described hereinbelow.

B. Tenant is currently renting space in the Building on a month-to-month basis, as the former lease matured and terminated on June 30, 2025.

C. Landlord and Tenant will be entering into a separate Service Agreement to provide specific deliverables.

D. Landlord and Tenant desire to enter a long-term lease under the terms set forth herein. This Agreement will replace, terminate, and supersede the previous agreement between the parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, such parties, and each of them, do agree as follows:

1. Premises. The Landlord leases to Tenant, on the terms and conditions set forth herein, floors 2 and 3 of the Building, shown on the building floor plan attached as Exhibit A, (the Premises), containing approximately 8,801 gross square feet of the Building located at 1555 Van Ness Avenue, Fresno, California, 93721. The Premises include Tenant's license to use, at no additional charge, fifteen (15) vehicle parking spaces in the parking lot located directly north of the Building in which the Premises are located. The Building, the land upon which it is situated, and all common areas appurtenant to the Building are referred to as the "property."

1.1 Tenant's Acceptance of Premises "AS IS". Neither Landlord nor any agent for Landlord has made any representation or promise regarding the Premises or Building, except as expressly set forth herein. Landlord is leasing the Premises to Tenant in "AS IS" condition, subject to Landlord's obligations to maintain only those parts of the Premises as set forth in this Agreement. Tenant has inspected the Premises and by taking possession accepts the Premises "AS IS," having exercised reasonable due diligence to discover any facts or conditions regarding the Premises that are within Tenant's attention, observation, actual and constructive notice.

1.2 Permitted Use. The Premises shall be used only for community media access and related technology services and for no other purpose without the prior written consent of Landlord. If Lessee desires to use any other area of the Building, outside of the Premises, for an event, day-use, or otherwise, Lessee must request permission from Landlord in writing, no less than thirty (30) days prior to the intended event date.

2. Term. The term of this lease is one (1) year and 364 days, beginning on April 10, 2026, and ending on April 9, 2028 (Termination Date). The first "Lease Year" shall commence on the Commencement Date and shall end on the date which is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Lease Year during the initial term and any extension shall be twelve (12) months, commencing on the first day following the end of the preceding Lease Year, except that the last Lease Year shall end on the Termination Date. The term of this Lease shall end on the date specified above, except as otherwise modified in writing by the parties. Landlord and Tenant have entered into a services agreement on or about the date on which this Lease was executed (the "Services Agreement"). In the event that the Services Agreement terminates or expires prior to the termination or expiration of this Lease, Parties may elect to terminate this Lease upon thirty (30) days prior written notice to Landlord.

2.1. Term Extension. The Lease may be extended up three (3) additional one (1) year terms by Tenant providing Landlord written notice of the desire to extend the Lease, no later than Ninety (90) days preceding the Termination Date. Landlord shall provide written notice of acceptance of the extension of the lease. The parties shall enter into a written lease extension agreement. The lease extension shall commence on the first day following the last day of the preceding lease year.

2.2 Notice of Termination. Landlord may terminate this Agreement without cause upon ninety (90) days prior written notice. The rent shall be due and payable through and including the date of termination.

3. Rent.

3.1 Base Rent. During the term of the Lease, Tenant shall pay monthly base rent (Base Rent), as follows:

Year 1 - \$30,275.42 monthly
Year 2 - \$31,183.67 monthly

If Tenant elects to exercise a Term Extension, as outlined in Section 2.1, Base Rent shall continue as follows:

Year 3 - \$32,197.17 monthly
Year 4 - \$33,324.09 monthly
Year 5 - \$34,657 monthly

3.2 Payment. Upon Lease Commencement Date, Tenant shall pay Landlord without notice, demand, deduction, or offset, the Base Rent in the amount of set forth in 3.1 above; and be due monthly in advance on the first (1st) day of each calendar month. All amounts constituting Additional Rent shall be payable by Tenant in conjunction with the following installment of Base Rent. Tenant acknowledges that Tenant's failure to pay the Rent or any other amounts within ten (10) days of its due date under this Lease shall constitute a default under Section 16.2.

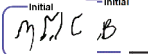
3.3 Late Rent. Rent is late if not paid by the 6th day of each month.

3.4 Late Fee. Default. Tenant's failure to pay Rent or any other amounts within ten (10) days of its due date under this Agreement shall constitute a default under section 16.2 of this Agreement.

3.4.1 Liquidated Damages Failure of the Tenant to pay Rent as and when due may cause Landlord to incur costs not contemplated by Landlord when entering into this Agreement, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. If any Rent, or any other amount due under this Agreement is not received by Landlord as and when due, then, without any notice to Tenant, Tenant shall pay to Landlord an amount equal to 1.5% of the past due amount, which the Parties agree represents a fair and reasonable estimate of the costs incurred by Landlord as a result of the late payment by Tenant. Acceptance of the late charge by Landlord shall not constitute a waiver of Tenant's default for the overdue amount, nor prevent Landlord from exercising the other rights and remedies granted under this Agreement.

All sums of money due to Landlord under this Agreement not specifically characterized as Rent or as a Late Fee, shall constitute Additional Rent. Nothing contained in this Agreement shall be deemed to suspend or delay the payment of any sum of money at the time it becomes due and payable under this Agreement.

Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfactory promise of the amount which Landlord claims.

 Initials of Tenant

4. Utilities. Landlord shall provide the Premises the following services, to the extent not separately metered to the premises: water, gas, and electricity for the Premises seven (7) days per week, twenty-four (24) hours per day, and HVAC from 9 a.m. to 9 p.m. seven (7) days per week, and shall provide janitorial service to the Common Areas of the Building three (3) nights each week, exclusive of holidays. HVAC services will also be provided by Landlord to the Premises during additional hours on reasonable notice to Landlord, at

Tenant's sole cost and expense, at an hourly rate reasonably established by Landlord from time to time and payable by Tenant, as billed as Additional Rent. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever and Rent shall not abate as a result thereof.

Tenant shall furnish, and pay for the cost of, at Tenant's sole expense, all other utilities (including but not limited to, telephone, data and cable service if available) and other services which Tenant requires with respect to the Premises.

Notwithstanding any provision herein to the contrary, in the event any utilities provided to the Premises are separately metered in the future, Tenant shall pay, as Additional Rent, its proportionate share of such utility costs, represented by dividing total utility usage for the Property (the "Tenant's Share"). For example, if the Premises' separately metered usage constitutes 25% of the Property's total usage for that utility during a given billing period, Tenant shall be responsible for 25% of the relevant utility bill. Provided, however, that with respect to separately metered electrical usage, Tenant shall pay, as Additional Rent, only that portion of the Tenant's Share in excess of One Thousand Dollars (\$1,000) per month.

So long as electrical and HVAC service to the Premises is not separately metered, the following procedure shall apply:

(i) Tenant shall pay as Additional Rent, the portion of the Property's monthly electrical bill in excess of one thousand dollars (\$1,000), to a maximum of two hundred fifty dollars (\$250). By way of example, if a monthly electrical bill for the Property is \$1,500, Tenant would pay Landlord \$250 in Additional Rent.

4.1 Additional Utility Equipment. If at any time during the Lease, Tenant's utility usage requires the installation of additional HVAC equipment in order to maintain reasonable levels of HVAC service throughout the Building, Tenant shall bear, at its sole expense, the cost of such additional equipment and its installation. Tenant's utility usage will be deemed to require the installation of such equipment if such equipment would not be required were the Premises used solely for typical office use, regardless whether the remainder of the Building has been fully leased.

5. Use of Premises. Tenant will use the Premises only for community media access and related technology services and for no other purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful. There shall be no unlawful discrimination in the exercise of this Agreement or rights thereunder.

5.1 Insurance Hazards. Tenant will not use or permit the Premises to be used in any manner that will cause the cancellation of or increase the costs of any fire, liability, or other insurance policy covering the Premises or any improvements on the Premises. Tenant, at its sole cost and expense, shall comply with any requirement for or alteration to the Premises that any Insurance organization or company deems necessary to maintain reasonable fire and public liability insurance rates for the Premises (as part of the Building.)

5.2 Waste, Nuisance, Quiet Enjoyment. Tenant will not do any of the following: (a) commit or permit any waste on the Premises, (b) maintain, commit, or permit the maintenance or commission of any nuisance, as defined in Civil Code Section 3479 on the Premises, (c) use or permit the use of the Premises for any unlawful purpose, or (d) maintain, commit, or permit any other act or condition which may disturb the quiet enjoyment of Landlord or any other Tenant of the Premises and Building.

5.3 Compliance with Laws. Tenant, at its expense, will comply with all statutes, ordinances, regulations, and requirements of all governmental and regulatory entities, relating to Tenant's use and occupancy of the Premises, including environmental laws and legal requirements regarding the sale of alcohol. The judgment of any court of competent jurisdiction, or Tenant's admission in a proceeding brought against Tenant by any government entity that Tenant has violated any statute, ordinance, regulation, or requirement will be conclusive between Landlord and Tenant and will be grounds for the Landlord to terminate this Agreement.

6. Parking. Tenant shall be entitled to use fifteen (15) parking spaces in the parking lot located directly north of the Building, as identified in Exhibit B. Tenant shall not use more parking spaces than said number. Said parking spaces shall be used for parking of vehicles no larger than full-size passenger automobiles or pick-up trucks. Landlord will identify Tenants parking spaces by stenciling Tenant's name on wheel stops or asphalt.

7. Taxes and Assessments.

7.1 Personal Property and Tenant Improvements. Tenant will pay, before delinquency, all taxes, assessments, and other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property that Tenant places in, on, or about the Premises.

7.2 Real Property Taxes. Tenant will pay before delinquency, any real property taxes and assessments for or on the Premises including, without limitation, possessory interest taxes, that any governmental entity may levy or assess against the Premises. Taxes include, without limitation, any special assessments imposed on or against the Premises for any Tenant improvements to the Premises.

7.2.1 Possessory Interest. Notification to Tenant pursuant to California Revenue and Taxation Code Section 107.6: A possessory Interest subject to property taxation may be created by entering into this Agreement and Tenant may be subject to the payment of property taxes levied on such interest. Any interest in real property which exists because of possession, exclusive use, or a right to possession or exclusive use of land owned by Landlord, and any Improvements thereon, is a taxable possessory interest unless the possessor is exempt from taxation. Tenant should take a copy of this Agreement to the Tax Assessor to learn how much Tenant will be taxed, if at all.

7.3 Landlord Protection Against Taxes. Tenant shall indemnify, defend, and hold Landlord and the Premises harmless from any liability for personal and real property taxes and assessments including, without limitation, any interest, penalty, or other expense relating to the taxes or assessments, and from any lien therefore or sale or other proceeding to enforce payment thereof.

8. Trade Fixtures, Improvements and Alterations.

8.1 Installation and Removal of Trade Fixtures. Tenant, at Tenant's sole cost and expense, may install or affix in, to, or on the Premises, items for Tenant's permitted use of the Premises (trade fixtures). At the expiration or any earlier termination of this Agreement, Tenant may remove those trade fixtures that are removable without damage to the Premises. Those items that are not removable without damage will remain and become the property of the Landlord. Landlord has the right to require Tenant to remove all trade fixtures and to repair any damage caused by the removal. Tenant must remove any trade fixtures on or before the termination or expiration date. Any trade fixtures that remain on the Premises for 30 days after this Agreement expires or terminates will be deemed abandoned by Tenant. Landlord may then elect to keep the property as its own, or require Tenant to remove same, at Tenant's sole expense, including the cost of repair of any damage to the Premises caused by the removal, or Landlord may elect to remove the abandoned trade fixtures at a cost to be billed to Tenant.

8.2 Improvements. Tenant may not alter or improve the Premises without first obtaining the Landlord's written consent to and approval of the alteration or improvement. After consent and approval, Tenant will complete the alterations or improvements in strict compliance with the approved plans and specifications. Tenant will keep the Premises free and clear from any liens, claims, and demands for work done, materials furnished, or operations conducted on the Premises at the Tenant's request or direction. Landlord, in its sole discretion, may disapprove all or any part of the proposed work or improvement.

8.3 Ownership of Alterations, Additions, and Improvements. All Tenant Improvements, and any other alterations, additions, and improvements, except Tenant's stock in trade, trade fixtures, furniture, and furnishings, made to or placed on the Premises by any person will become, on expiration or earlier termination of this Agreement, Landlord's property and remain on the Premises. The Landlord, however, has the option on expiration or termination of this Agreement, to require Tenant, at Tenant's sole cost and expense, to remove any or all such alterations, additions, and improvements from the Premises and repair any damage caused by the removal.

8.4 Permits. Tenant shall obtain and pay for all permits required by any governmental authority for any work, alteration, addition, or improvement that Tenant does or causes to be done on the Premises. Before undertaking any modifications, Tenant shall first determine the existence of toxic or hazardous materials, such as asbestos, within the proposed work area. Tenant shall secure or remove such materials following local, state and federal regulations at

Tenant's sole cost and expense.

8.5 Liens and Encumbrances. Tenant shall keep the Premises and Building free from any liens and encumbrances created by or through Tenant. Tenant shall indemnify, defend, and hold Landlord harmless from any such liens including, without limitations, liens arising from any Alterations. If a lien is filed against the Premises or Building by any person claiming by or through or under Tenant, Tenant shall, within ten (10) days, after Landlord's demand, at Tenant's expense, either remove the lien or furnish Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises and Building against all liabilities, costs and expense, including attorneys' fees, which Landlord could reasonably incur as a result of such liens.

8.6 Inspection of the Premises. Landlord and Tenant will participate in two walk-through inspections of the Premises. The first walk-through inspection will occur before the effective date of this Agreement. The second walk-through inspection will occur at the conclusion of the Agreement, after Tenant has vacated the premises. Upon termination of this Agreement, Tenant shall be responsible for costs to repair deficiencies beyond the normal wear and tear of the Premises.

8.7 Landlord Improvements From time to time, the Landlord may construct improvements to the Premises or to the Building. Upon reasonable notice (at least 24 hours), Tenant will allow Landlord any access needed to complete the work.

9. Common Areas.

a. Definition. The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating ventilating and air conditioning systems, common electrical services, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as tenant is not thereby deprived of the substantial benefit of the premises. Landlord reserves the use of the exterior walls and the roof and the right to install, maintain use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.

b. Use of the Common Areas. Tenant shall have the non-exclusive right, in common with such other tenant to whom Landlord has granted or may grant such

rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, contractors, and invitees to comply with those rules and regulations, and not interfere with the use of Common Areas by others.

c. Maintenance of Common Areas. Landlord shall maintain the Common Areas in good order, condition and repair. The maintenance cost shall be borne by Landlord. In performing such maintenance, Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

10. Maintenance of Premises.

10.1 Tenant's Obligations.

10.1.1 Maintenance and repairs. At its sole cost and expense, Tenant shall maintain the Premises as depicted in Exhibit A, in good condition and promptly make all non-structural repairs and replacements necessary to keep the premises safe and in good condition, including all HVAC components and other utilities and systems exclusively serving the Premises.

Tenant's maintenance obligations do not extend to the parts of the Premises that the Landlord is obligated to repair and maintain as outlined in Section 11 of the Agreement. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option, enter the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the maximum rate then permitted by law, and shall be due and payable as Additional Rent. In an emergency, the Landlord may make the necessary repairs for the Tenant or perform the necessary maintenance for the Tenant. Tenant will reimburse the Landlord for such repairs or maintenance on demand, with interest, at the maximum rate then permitted by law.

Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its agents, employees, contractors or invitees therein.

10.1.2 Tenant's Waiver of Civil Code Sections 1942 and 1941. Tenant hereby waives all rights under Section 1942 of the California Civil Code to make repairs at Landlord's expense and waives any rights under California Civil Code Section 1941 regarding Landlord's obligations to maintain tenant ability.

11. Landlord's Obligations.

11.1 Maintenance. Landlord, at its own cost and expense, and subject to the City Council's discretionary appropriation of funds, will maintain and repairs the

structural elements of the Premises and the Building in good condition and repair. For purposes of this section, Structural Elements means the foundation, subfloor, roof, exterior walls (except window glass and doors), structural supports, and HVAC components and other utilities and systems serving more than just the Premises and the Common Areas. Structural Elements will also include plumbing pipes to the extent that the pipes are an integral part of the flooring or foundation inaccessible to Tenant.

Notwithstanding anything in this section to the contrary, Tenant shall promptly repair any structural elements that need repair because of the negligence or other fault of Tenant, its employees, agents, or invitees.

11.2 Notice from Tenant. Tenant shall immediately notify Landlord in writing of any repairs, replacement, or maintenance requiring Landlord's attention. Landlord shall timely carry out its maintenance and repair obligations so as not to unreasonably disrupt Tenant's use and occupancy. Tenant shall not restrict Landlord, or his designee's ability to enter the Premises to conduct maintenance and repairs on the Premises, including but not limited to, heating and air conditioning.

12. ADA Compliance. Modifications, changes or construction of the Premises may be necessary to ensure compliance with the Americans with Disabilities Act. If modifications are required, they must be made according to the terms of this Agreement by the party requesting the modifications, changes, or construction, including area outside of the Premises.

13. Landlord's Access to Premises. After 24 hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord, or Landlord's agents, representatives, employees, and contractors, to enter the Premises at all reasonable times to inspect the Premises, make repairs, alterations or improvements, to learn whether Tenant is complying with the terms of this Agreement, to do other lawful acts that may be necessary to protect the Landlord's interest in the Premises, or to perform Landlord's duties under this Agreement. Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises during the inspections. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of the showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within 180 days prior to the expiration or sooner termination of the Lease term.

14. Signage. Tenant shall obtain Landlord's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

15. Force Majeure - Unavoidable Delays. If any event, other than financial inability on the part of Tenant, delays or prevents the Tenant from performing any obligation under this Agreement, the parties will extend the time for performance by the period of delay. Delay events that permit extension include, without limitation, acts of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations. However, nothing contained in this subsection will excuse Tenant's prompt payment of rent or the performance of any act rendered difficult solely because of Tenant's financial condition.

16. Default, Assignment, and Termination.

16.1 Restriction Against Subletting or Assignment. Tenant will not encumber, assign, sublet, or otherwise transfer this Agreement, any right or interest in this Agreement, any right or interest in the Premises or any improvements on the Premises, without first obtaining the Landlord's written consent. The Landlord's consent in one instance will not be considered to be consent to any subsequent encumbrance, assignment, subletting, or transfer of the Premises. Any encumbrance, assignment, transfer, or subletting without the Landlord's prior written consent, whether voluntary or involuntary, by operation of law or otherwise, is void and, at the Landlord's option, will terminate this Agreement.

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change(s) in ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition of Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption instruments.

16.2 Default Defined. The occurrence of any of the following will be a material breach and a default of this Agreement:

16.2.1 Payment of Money. Tenant's failure to pay rent or to make any other payment under this Agreement within ten (10) days of the due date.

16.2.2 Abandonment. Tenant's abandonment or vacation of the Premises. Tenant's absence from or failure to conduct business on the Premises for more than 30 consecutive days will be abandonment or vacation for purposes of this Agreement.

16.2.3 Insolvency. Tenant does any of the following: (a) Tenant makes any general assignment for the benefit of creditors, (b) Tenant files

bankruptcy, or a third party petition to have Tenant adjudged bankrupt, and does not dismiss the petition within 60 days, (c) Tenant files a petition for reorganization or arrangement under any law relating to bankruptcy, (d) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises, or of Tenant's interest in this Agreement, and possession is not restored to Tenant within 30 days, or (e) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets at the Premises, or of Tenant's Interest In this Agreement, and that seizure is not discharged within 30 days.

16.2.4 Failure to Maintain Insurance. If at any time during the life of the Agreement or any extension, Tenant or any of its subcontractors fail to maintain any required insurance in full force and effect, all Tenant activities shall be discontinued immediately until notice is received by Landlord that the required insurance has been restored to full force and effect without lapse in coverage. Any failure to maintain the required insurance shall be sufficient cause for Landlord to terminate this Agreement immediately.

16.3 Termination of Agreement and Recovery of Damages. Upon any Tenant default or default of the Service Agreement, the Landlord may terminate this Agreement and all Tenants rights under it by giving thirty (30) days written notice of the termination. In addition, the Landlord may exercise any other remedies available to it at law or in equity. No act of Landlord, other than a written termination notice from Landlord to Tenant, will terminate this Agreement.

16.4 Landlord's Right to Relet if Tenant Breaches this Agreement. In the event of Tenant's breach of the Agreement and abandonment of the Premises, Landlord may enter the Premises and relet it to a third party for any term, at any rental, and on any other conditions that Landlord in its sole discretion may deem advisable. The Landlord may also make alterations and repairs to the Premises.

16.5 Landlord's Right to Cure Tenant Defaults. If Tenant breaches or fails to perform any provision of this Agreement, the Landlord, at its option, may cure Tenant's breach. Tenant will reimburse the Landlord, on demand, for the Landlord's costs to cure the default.

16.6 Cumulative Remedies. The Landlord's remedies in this Section are not exclusive but cumulative, and in addition to all remedies now or after this allowed by law or provided elsewhere in this Agreement.

16.7 Waiver of Breach. If the Landlord waives any Tenant breach or default of any Agreement provision, the waiver will not be a continuing waiver or a waiver of Tenant's subsequent breach of the same or any other provision. The Landlord's acceptance of rent shall not be a waiver of any preceding breach by Tenant, other than the failure to pay the particular rental so accepted.

17. Indemnification. To the furthest extent allowed by law, Tenant shall indemnify, hold harmless and defend Landlord, and each of its officers, officials, employees, agents

and volunteers (referred to collectively as Landlord) from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by Landlord, Tenant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation expenses, and costs to enforce this agreement), arising or alleged to have arisen directly or indirectly out of, or in any way connected with, Tenant's: (i) occupancy, maintenance and/or use of the Premises; (ii) use of any part of the Premises, including any common area(s), upon which the Premises is located; or (iii) performance of, or failure to perform, this Agreement. Tenant's obligations under the preceding sentence shall apply to any negligence of Landlord. but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct of Landlord.

Tenant acknowledges that any and all loss, liability, fines, penalties, forfeitures, costs and damages arising out of, alleged to have arisen out of, or in any way connected with the release or discharge of a hazardous substance, or the exacerbation of a potential environmental hazard, occurring as a result of or in connection with Tenant's occupancy, maintenance and/or use of the Premises, , including any common area(s), upon which the Premises is located, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of any applicable federal, state, or local laws. statutes, regulations, or ordinances relating to the environment and including any liability imposed by law or regulation, are expressly within the scope of the Indemnity set forth above.

Tenant's occupancy, maintenance and use of the Premises, including common area(s), upon which the Leased Premises is located, shall be at Tenant's sole risk and expense. Tenant accepts all risk relating to Tenant's: (i) occupancy, maintenance and/or use of the Premises; (ii) use of any part of the Premises, including any common area(s), upon which the Premises is located; and (iii) the performance of, or failure to perform, this Agreement. Landlord shall not be liable to Tenant for, and Tenant hereby waives and releases Landlord from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Premises, including common areas, upon which the Premises is located in any way related to the Tenant's operations and activities. Tenant shall immediately notify Landlord of any occurrence on the Premises, including common area(s), upon which the Premises is located, resulting in injury or death to any person or damage to property of any person.

If Tenant should contract any work on the Premises or subcontract any of its obligations under this Agreement, Tenant shall require each contractor, or subcontractor to Indemnify, hold harmless and defend Landlord and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of the preceding paragraph. Tenant shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Landlord harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Tenant, or

any of Tenant's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in this Agreement.

The provisions of this Section shall survive termination or expiration of this Agreement.

18. Insurance.

(a) Throughout the life of this Agreement, TENANT shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by LANDLORD'S Risk Manager or his/her designee at any time and in his/her sole discretion. The LANDLORD, its officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "LANDLORD") requires policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to LANDLORD, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, TENANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to TENANT shall be withheld until notice is received by LANDLORD that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to LANDLORD. Any failure to maintain the required insurance shall be sufficient cause for LANDLORD to terminate this Agreement. No action taken by LANDLORD pursuant to this section shall in any way relieve TENANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by LANDLORD that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by TENANT shall not be deemed to release or diminish the liability of TENANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify LANDLORD shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by TENANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of TENANT, vendors, suppliers, invitees, contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and

“personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the LANDLORD, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.

3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

MINIMUM LIMITS OF INSURANCE

TENANT, or any party the TENANT subcontracts/contracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to LANDLORD and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS’ COMPENSATION INSURANCE as required by the State of California with statutory limits and EMPLOYER’S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. PROPERTY: Limits of insurance in an amount equal to the full (100%) replacement cost (without deduction for depreciation) of TENANT’S business property.

5. LIQUOR LIABILITY INSURANCE for alcoholic beverages that are to be sold, served or furnished, Liquor Liability coverage is required with limits of liability of not less than:

- (i) \$1,000,000 per occurrence;
- (ii) \$2,000,000 aggregate for bodily injury and property damage;

UMBRELLA OR EXCESS INSURANCE

In the event Tenant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City of Fresno and each of its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Tenant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Tenant shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to Landlord, except ten (10) days for nonpayment of premium. Tenant is also responsible for providing written notice to the Landlord under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Tenant shall furnish Landlord with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for Landlord, Tenant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The Commercial General, Liquor Liability and Automobile Liability policies of insurance shall be endorsed to name The City of Fresno and each of its officers, officials, employees, agents, and volunteers as additional insureds.

Tenant shall establish additional insured status for the Landlord under the General Liability policy for all operations by use of ISO Form CG 20 10 11 85, CG 20 26 04 13, or CG 20 11 04 13, or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

The Commercial General, Liquor Liability and Automobile Liability policies of insurance shall be endorsed so Tenant's insurance shall be primary, and no contribution shall be required of Landlord. Primary and Non Contributory coverage under the General Liability policy shall be as broad as that contained in ISO Form CG 20 01 04 13.

The coverage shall contain no special limitations on the scope of protection afforded to The City of Fresno and each of its officers, officials, employees, agents and volunteers. If Tenant maintains higher limits of liability than the minimums shown above, Landlord

requires and shall be entitled to coverage for the higher limits of liability maintained by Tenant.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

All policies of insurance shall contain a waiver of subrogation as to The City of Fresno and each of its officers, officials, employees, agents and volunteers.

PROVIDING OF DOCUMENTS - Tenant shall furnish Landlord with all certificate(s) and applicable endorsements affecting coverage required herein. **All certificates and applicable endorsements are to be received and approved by the Landlord's Risk Manager or designee prior to Landlord's execution of the Lease and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of Landlord, Tenant shall immediately furnish Landlord with a complete copy of any insurance policy required under this Lease, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Lease. All subcontractors working under the direction of Tenant shall also be required to provide all documents noted herein.

MAINTENANCE OF COVERAGE - If at any time during the life of the Lease or any extension, Tenant or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Lease shall be discontinued immediately until notice is received by Landlord that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Landlord. Any failure to maintain the required insurance shall be sufficient cause for Landlord to terminate this Lease. No action taken by Landlord hereunder shall in any way relieve Tenant of its responsibilities under this Lease. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by Landlord that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Tenant shall not be deemed to release or diminish the liability of Tenant, including, without limitation, liability under the indemnity provisions of this Lease. The duty to indemnify Landlord shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Tenant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Tenant, its principals, officers, agents, employees, persons under the supervision of Tenant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If Tenant should contract any work on the Premises or subcontract any of its obligations under this Agreement, Tenant shall require each consultant, contractor or subcontractor to provide insurance protection in favor of Landlord and its officers, officials, employees, agents and volunteers in accordance with

the terms of each of the preceding paragraphs, except that the consultant, contractor and subcontractor's certificates and endorsements shall be on file with Tenant and Landlord prior to the commencement of any work by the consultant, contractor or subcontractor.

18.1 Tenant's Personal Property. Tenant will maintain at its cost and expense an insurance policy for the full insurable value of all Tenant's fixtures and equipment and, to the extent possible, all merchandise that is in or on the Premises against damage or destruction by fire, theft, or the elements.

19. Waiver of Subrogation. Tenant and its insurers hereby waive all rights of recovery against Landlord and its officers, officials, employees, agents and authorized volunteers, on account of injury, loss by or damage to the Tenant or its officers, employees, agents, consultants, contractors, subcontractors, invitees and volunteers, or its property or the property of others under its care, custody and control. Tenant shall give notice to its insurers that this waiver of subrogation is contained in this Agreement.

20. Damage to or Destruction of Premises.

20.1 Partial Damage or Destruction. Landlord, at its sole option, and subject to City Council's discretionary appropriation of funds, may repair the Premises or terminate this Agreement upon written notice to Tenant if the Premises are partially destroyed or damaged from any cause. If Landlord elects to terminate this Agreement, termination shall be effective immediately. If Landlord elects to repair or restore the Premises, it will notify Tenant within twenty (20) business days and shall complete the work within 120 days after the casualty date, and this Agreement will not terminate. Tenant shall be entitled to a proportionate rent reduction based on the extent to which the damage and the repair work interfere with Tenant's use and occupancy of the Premises for the use intended.

20.2 Tenant Waiver of Right to Terminate. Respecting any partial destruction that Landlord elects to repair, Tenant waives any right to terminate the Agreement under California Civil Code Sections 1932 (2), or 1933 (4).

20.3 Total Destruction. If the Premises are totally destroyed, this Agreement shall terminate as of the date of the casualty.

21. Eminent Domain. "Condemned" and "right of eminent domain" mean the right of the government to take property for public use and shall include the intention to condemn expressed in writing as well as the filing of any action or proceeding for condemnation. If a body or entity, having the power to do so, condemns, begins an action or proceeding to condemn, or advises Landlord or Tenant in writing of its intent to condemn, all or part of the Premises, then the following shall apply:

21.1 Landlord May Convey or Sell to Condemner.

Landlord, without any obligation or liability to Tenant, and without affecting the validity and existence of this Agreement other than as expressly provided herein, may agree to sell or convey the Premises or any part of it to the condemner, without first requiring that any action or proceeding be instituted in court. If an action or

proceeding has been instituted, Landlord may convey or sell without requiring any trial or hearing. Landlord may stipulate to judgment therein for the taking of the Premises, or part of it, as sought by the condemner, free from this Agreement and the rights of Tenant.

21.2 Condemnation Proceeds. Tenant shall have no claim against Landlord for, and shall not be entitled to, any part of the sale or conveyance proceeds or any condemnation award. Tenant hereby assigns such interest, if any, that Tenant may have under this Agreement to any proceeds or condemnation award to Landlord. Tenant, however, may seek to recover against the condemner for Tenant's trade fixtures and any removable Tenant improvements that Tenant is entitled to remove upon the expiration or termination of this Agreement and Landlord will not have a claim to the recovery.

21.3 Effect of Condemnation on Continuation of Agreement. If 25% or more of the interior floor area of the Premises is condemned, or if the condemnation renders the Premises unusable, this Agreement shall terminate without further notice on the date that the condemner takes physical possession.

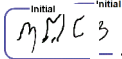
If the part of the Premises condemned is less than 25% of the interior floor area, or the Premises are useable for Tenant's purposes after condemnation, at the sole option of Landlord, this Agreement shall remain in effect and shall not terminate. Subject to any discretionary appropriations, if Landlord elects to continue the Agreement, Landlord shall repair and reconstruct the Premises. During any repair and reconstruction and after, Landlord shall abate Tenant's rent according and to the extent that Tenant's use of the Premises for the purposes intended are impaired. If Landlord elects to terminate this Agreement, the Agreement will terminate on the date the condemner takes physical possession.

22. Surrender of Agreement Not a Merger. If Landlord has approved any subleases, Tenant's voluntary or other surrender of this Agreement, or the parties' mutual cancellation of it, will not merge the ownership and leasehold interests. At Landlord's sole option, Tenant's surrender or any cancellation of the Agreement will terminate any subleases.

23. Surrender of Premises. Tenant shall surrender the Premises, at the expiration or earlier termination of this Agreement, in the same condition as when Tenant took possession, reasonable use and wear excepted. Tenant shall remove all Tenants signs and personal property, including trade fixtures that are removable without damage to the Premises. Any Tenant property remaining on the Premises after the expiration or termination, at Landlord's sole election, shall become the property of Landlord as provided elsewhere in this Agreement. Tenant shall repair any damage to the Premises or to Parking Structure No. 9 caused by Tenant's removal of its signs or trade fixtures.

24. Holding over. If Tenant fails to vacate and surrender the Premises on or before the expiration or termination date, the Agreement, at Landlord's option, shall be deemed a tenancy from month to month, and may be terminated in a matter prescribed by law. During any hold over, Tenant shall pay to Landlord 100% the rate of rental last payable

under this Lease, on a monthly basis without notice, demand, deduction or offset, unless a different rate is agreed upon by Landlord in writing. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.

 Initials of Tenant

25. Estoppel Certificates. Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the date the Lease term commenced and the date it expires; (ii) the amount of minimum monthly Base Rent and the date to which such Base Rent has been paid; (iii) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (iv) that this Lease represents the entire agreement between the parties; (v) that all conditions under this Lease to be performed by Landlord have been satisfied; (vi) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (vii) that no Base Rent has been paid more than one month in advance; (viii) that no security has been deposited with Landlord (or, if so, the amount thereof); and (ix) such other factual matters concerning the Lease or the Premises as Landlord may reasonably request. Any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest, or the assignee of any mortgage or any new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within the ten (10) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee.

26. Hazardous Material. Landlord represents and warrants to Tenant that, to Landlord's knowledge, without duty of investigation, there is no "Hazardous Material" (as defined below) on, in, or under the Premises as of the Commencement Date except as may otherwise have been disclosed to tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contaminations.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by Tenant, its agents, employees, contractors or invitees, except with Landlord's prior consent and then only upon strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties fines, costs, liabilities or losses including, without

limitation, diminution in the value of the Premises, damages for the loss or restriction of use of rentable or usable space or of any amenity of the Premises, or elsewhere, damages arising from any adverse impact on marketing of space at the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term, which is caused by or in any way related to such breach. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of sites conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, results in any unlawful release of Hazardous Materials on the Premises or any other property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or any other effected property, to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion.

As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. The provisions of this Section shall survive expiration or termination of this Lease.

27. Transfer of Landlord's Interest. This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee.

28. Successors and Assigns. This Agreement shall benefit and be binding upon the parties and their successors and assigns, subject to the restrictions on Tenant's assignment and subletting.

29. Venue. Venue for any action or proceeding arising under this Agreement shall be Fresno County, California.

30. Governing Law. California Law governs this Agreement and the legal relations between the parties.

31. Place of Payments. Tenant shall pay all Rent and other sums payable to Landlord at:

City of Fresno
Finance Department
2600 Fresno Street, Suite 2156
Fresno, CA 93721

32. Notices. Unless the law otherwise requires, any notice, demand, or communication hereunder, given by one party to the other, must be in writing. The notice or communication will be duly served when personally delivered or when deposited in the United States mail, first-class postage prepaid, and addressed as follows:

Tenant:

Community Media Access
Collaborative
1555 Van Ness Avenue
Fresno, CA 93721

Landlord:

Director
General Services Department
2101 G Street, Building A
Fresno, CA 93706

Either party may change its address for notice purposes by delivering notice of the change as provided in this section. Notice shall be deemed complete when personally delivered or within 48 hours after the mailing of it, postage prepaid and properly addressed.

33. Attorneys' Fees. If either party brings an action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees as fixed by the court or other tribunal.

34. Time is of the essence. Time is of the essence on this Agreement.

35. Entire Agreement. The exhibits referenced in this Agreement are by the references incorporated into and made a part of this Agreement. This Agreement is the entire agreement between Landlord and Tenant regarding the Premises. It correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises or this Agreement not expressly set forth in this instrument are void.

36. Partial Invalidity. If a court finds any provision of this Agreement to be invalid, void, or unenforceable, the provision will be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect.

37. Amendments. This Agreement may not be amended or otherwise modified in any way whatsoever, except in writing signed by the parties.

38. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent, fees and/or charges due to be made by Tenant hereunder

shall be deemed to be other than on account of the rent, fees and/or charges due. No endorsement or statement on or accompanying such payment shall be deemed an accord and satisfaction or prejudice Landlord's right to the balance, or other remedies.

39. Subordinate Rights. This Agreement is subject and subordinate to the prior and future rights and obligations of Landlord, its successors and assigns, to use its property in the public interest, provided that the foregoing not unreasonably interferes with Tenant's use of the Premises as provided in this Agreement. This Agreement is subject to all matters of title which may affect the Premises now or hereafter.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Community Media Access Collaborative,
a California non-profit public benefit
corporation

By: _____
Georganne A. White
City Manager

Signed by:
By: Lisa Birrell 3/27/2026
A97F17F2B3F44F1...

Name: Lisa Birrell

APPROVED AS TO FORM:
ANDREW JANZ

Title: CMAC Board Secretary
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

City Attorney
Signed by:
By: Angela M. Karst 3/30/2026
0A8F88F889DD447...
Angela M. Karst Date
Senior Deputy City Attorney

Signed by:
By: M. Cariter 3/26/2026
C3347851996940D...

Name: Missy Mckai Cariter

ATTEST:
AMY K. ALLER
Interim City Clerk

Title: CMAC Board Chair
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Date
Deputy

REVIEWED BY:

Addresses:
LANDLORD:
City of Fresno
Attention: Brian Barr
Director of General Services
2101 G Street, Bldg. A
Fresno, CA 93706
Phone: (559) 621-1418

TENANT:
Community Media Access Collaborative, a
California non-profit public benefit
corporation
Attention: Bryan Harley
1555 Van Ness Ave.
Fresno, CA 93721
Phone:
E-mail:

Attachments:
Exhibit A – The Premises
Exhibit B - Parking

Exhibit A – The Premises

Second Floor - 6,746 square feet



Third Floor - 2,055 square feet

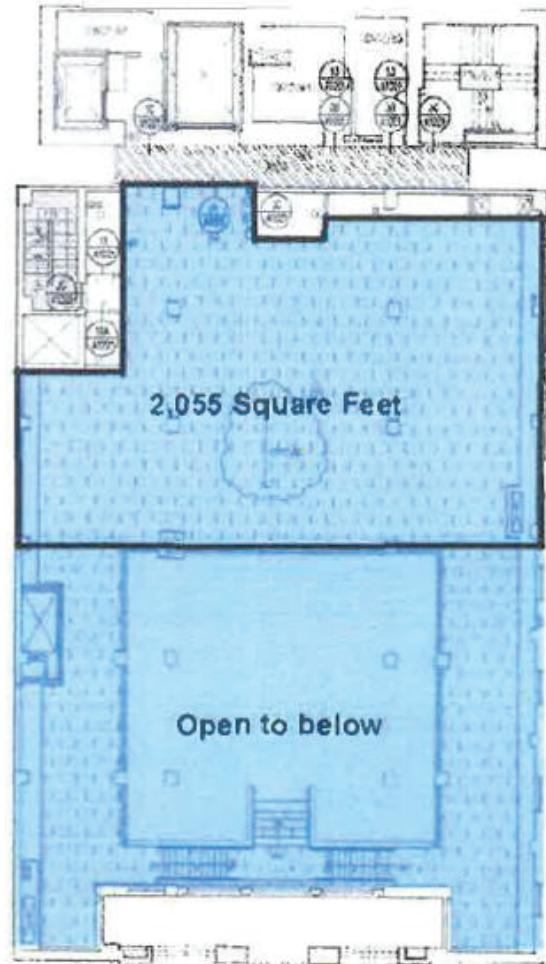


Exhibit B – Parking

