AIRSPACE LEASE AGREEMENT

ARTICLE 1. SUMMARY OF LEASE AGREEMENT PROVISIONS

LANDLORD: State of California Department of Transportation, District 4

TENANT: _____

PREMISES: Located in the City of Novato, County of Marin, State of California, Park and Ride Lot at State Highway 101 and Rowland Boulevard, commonly known as Lease Area No. 04-MRN-101-0032 and more particularly described in Article 2.

Lease Term: Two years (24 months) commencing May 1, 2004 and expiring on April 30, 2006 (Article 3)

Monthly Rent: $_____ (Article 4)

Security Deposit: $_____ (Article 18)

Use: Weekend Operable Wheeled Motor Vehicle Display Lot (Article 5)

Comprehensive General Liability Insurance: $5,000,000. (Article 10)

Insurance Provider: _____.

Policy Number: _____.

Garage Keeper's Legal Liability Insurance: $1,000,000.00 (Article 10)

Insurance Provider: _____.

Policy Number: _____.

Business and Automobile Liability Insurance: $1,000,000.00 (Article 10)

Insurance Provider: _____.

Policy Number: _____.

Workers' Compensation Insurance: $1,000,000.00 (Article 10)

Insurance Provider: _____.

Policy Number: _____.

Address for Notices: (Article 19)

To LANDLORD: STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY / AIRSPACE MANAGEMENT
111 GRAND AVENUE MS 11, OAKLAND CA 94612

To TENANT: _____

_____

_____

References in Article 1 to other Articles are for convenience and solely to designate other Articles where the particular item contained in the Summary of Lease Provisions appear. Each reference in this Lease to the Summary of Lease Provisions contained in Article 1 shall be construed to incorporate all of the terms provided under the Summary of Lease Provisions. In the event of any conflict between the Summary of Lease Provisions and the balance of the lease, the latter shall control.

(Lease Area No. 04-MRN-101-0032)
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
AIRSPACE LEASE AGREEMENT

THIS LEASE, dated _____, 20__, is by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter "LANDLORD," and _____, hereinafter called "TENANT."

W I T N E S S E T H

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by TENANT, LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD Premises herein described for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

ARTICLE 2. PREMISES

LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, for the term, at the rent, and upon the covenants and conditions hereinafter set forth, these certain PREMISES known as Airspace Lease Area No. 04-MRN-101-0032, hereinafter referred to as "PREMISES" situated in the City of Novato, County of Marin, State of California said land or interest herein being shown on the shaded area of the map or plat marked "Exhibit A," attached hereto and by this reference made a part hereof. TENANT's use of any area(s) not specified in "Exhibit A" shall be considered a breach of this lease, and LANDLORD shall have the right to immediately terminate the lease and to reenter and repossess said PREMISES. EXCEPTING THEREFROM all those portions of the above-described property occupied by the supports and foundations of the existing structure.

ALSO EXCEPTING THEREFROM that portion of said property above a horizontal plane three (3) feet below the underside or soffit whichever is lower, of the freeway structure which plane extends to the vertical boundaries of the above-described property.

ARTICLE 3. TERM

The term of this lease shall be for two years (24 months), commencing May 1, 2004, and expiring April 30, 2006. TENANT shall not have the option to extend the term.

ARTICLE 4. RENT

4.1 Monthly Rent

TENANT shall pay to LANDLORD as rent, without deduction, setoff, prior notice, or demand, the sum of $_____, per month in advance on the first day of each month, commencing on the date the term commences and continuing during the term. All rent shall be paid to LANDLORD at the following address: State of California, Department of Transportation, Attention: Cashier, P.O. Box 168019, Sacramento, CA 95816-3819 or State of California, Department of Transportation District 4, Right of Way Airspace Management at 111 Grand Avenue, Oakland, CA 94612. LANDLORD acknowledges receipt of the sum of $ _____ from TENANT in payment for the first month's rent under this lease.

ARTICLE 5. USE

5.1 Specified Use

PREMISES shall be used and occupied by TENANT only and exclusively for the purpose of a displaying operable wheeled motor vehicles for private party sales on weekends only between the hours of 7:00 p.m. Friday until 7:00 p.m. Sunday or 8:00 p.m. Sunday during the Pacific Daylight Saving Time Period and for no other purpose

whatsoever without obtaining prior written consent of LANDLORD. TENANT will be entitled to use one hundred-fifty (150) spaces designated on "Exhibit A". Use of any marked handicapped spaces is prohibited. To ensure the intended use of PREMISES under this article, TENANT shall display in each vehicle one 8.5"x11" placard bearing a number from 1 up to and including 150. The numbered placards will be provided by TENANT and used during hours of operation. TENANT will provide sample placard to LANDLORD prior to the time of the commencement of lease. Failure of TENANT to post a placard on any displayed vehicle may in LANDLORD's sole discretion be considered a material breach of this contract. Wrecked or inoperable vehicles shall not be parked nor stored on PREMISES. Any proposed change in this use must be pre-approved by LANDLORD, in writing.

5.2 Condition of Premises

TENANT hereby accepts PREMISES in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of PREMISES, and accepts this lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. TENANT acknowledges that neither LANDLORD nor any agent of LANDLORD has made any representation or warranty with respect to the condition of PREMISES or the suitability thereof for the conduct of TENANT's business, nor has LANDLORD agreed to undertake any modification, alteration or improvement to PREMISES except as provided in this lease.

Except as may be otherwise expressly provided in this lease, the taking of possession of PREMISES by TENANT shall in itself constitute acknowledgement that PREMISES are in good and tenantable condition, and TENANT agrees to accept PREMISES in its presently existing "as is" condition and that LANDLORD shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this lease.

5.3 Compliance with Law

TENANT shall not use PREMISES or permit anything to be done in or about PREMISES which will in any way conflict with any law, statute, zoning restriction, ordinance, or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be in force, or with the requirements of the State Fire Marshal or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupance of PREMISES. The judgement of any court of competent jurisdiction or the admission of TENANT in any action against TENANT, whether LANDLORD be a party thereto or not, that TENANT has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between LANDLORD and TENANT. TENANT shall not allow PREMISES to be used for any unlawful purpose, nor shall TENANT cause, maintain or permit any nuisance in, on or about PREMISES. TENANT shall not commit or suffer to be committed any waste in or upon PREMISES.

5.4 Petroleum Products

TENANT shall not install facilities for, nor operate on PREMISES, a gasoline or petroleum supply station. TENANT shall not permit on PREMISES any vehicles used or designed for the transportation or storage of gasoline or petroleum products. TENANT shall also not permit on PREMISES any bulk storage of gasoline or petroleum products.

5.5 Explosives and Flammable Materials

PREMISES shall not be used for the manufacture of flammable materials or explosives, or for any storage of flammable materials, explosives, or other materials or other purposes deemed by LANDLORD to be a potential fire or other hazard to the transportation facility. The operation and maintenance of PREMISES shall be subject to regulations of LANDLORD so as to protect against fire or other hazard impairing the use, safety and appearance of the transportation facility. The occupance and use of PREMISES shall not be such as will permit hazardous or unreasonably objectionable

smoke, fumes, vapors or odors to rise above the surface of the traveled way of the transportation facility.

5.6 Hazardous Materials

TENANT shall at all times and in all respects comply with all federal, state, and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), Clean Air Act (42 U.S.C. Section 7401, et seq.) Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5, et seq.), other applicable provisions of the California Health and Safety Code (Section 25100, et seq., and section 39000, et seq.), California Water Code (Section 13000, et seq.), and other comparable state laws, regulations, and local ordinances relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal, or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials, or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances" under any such laws, ordinances or regulations (collectively "Hazardous Materials Laws"). As used in the provisions of this lease, "hazardous materials" include any "hazardous substance" as that term is defined in Section 25316 of the California Health and Safety Code and any other material or substance listed or regulated by any Hazardous Materials Law or posing a hazard to health or the environment. Except as otherwise expressly permitted in this lease, TENANT shall not use, create, store or allow any hazardous materials on PREMISES. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall TENANT cause or allow the deposit or disposal of any hazardous materials on PREMISES. LANDLORD, or its agents or contractors, shall at all times have the right to go upon and inspect PREMISES and the operations thereon to assure

compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of soils or underground tanks on PREMISES.

In the event TENANT breaches any of the provisions of this Section, this lease may be terminated immediately by LANDLORD and be of no further force or effect. It is the intent of the parties hereto that TENANT shall be responsible for and bear the entire cost of removal and disposal of hazardous materials introduced to PREMISES during TENANT's period of use and possession as owner, operator or TENANT of PREMISES. TENANT shall also be responsible for any clean-up and decontamination on or off PREMISES necessitated by the introduction of such hazardous materials on PREMISES. TENANT shall not be responsible for or bear the cost of removal or disposal of hazardous materials introduced to PREMISES by any party other than TENANT during any period prior to commencement of TENANT's period of use and possession of PREMISES as owner, operator or TENANT.

TENANT shall further hold LANDLORD, and its officers and employees, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on PREMISES during TENANT" period of use and possession of PREMISES.

5.7 Signs

Not more than two (2) advertising signs of a combined size not greater than thirty (30) square feet of surface area may be erected on PREMISES. The wording on these signs shall be limited to TENANT's name or trade name. The location of the signs shall be subject to LANDLORD's prior approval. Neither sign shall be attached to or painted on any bridge structure or building without the express written consent of LANDLORD. Both signs shall comply with all applicable requirements of local governmental entities, including governmental approval and payment of any fees.

Except as set forth in the previous paragraph of this section, TENANT shall not construct, erect, maintain, or permit any sign, banner or flag upon PREMISES without the prior written approval of LANDLORD. TENANT shall not place, construct or

maintain upon PREMISES any advertising media that include moving or rotating parts, searchlights, flashing lights, loudspeakers, phonographs or other similar visual or audio media. The term "sign" means any card, cloth, paper, metal, painted, or wooden sign of any character placed for any purpose on or to the ground or any tree, wall, bush, rock, fence, building, structure, trailer, or thing. LANDLORD may remove any unapproved sign, banner or flag existing on PREMISES, and TENANT shall be liable to and shall reimburse LANDLORD for the cost of such removal plus interest as provided in Section 19.11 from the date of completion of such removal.

5.8 Landlord's Rules and Regulations

TENANT shall faithfully observe and comply with the rules and regulations that LANDLORD shall from time to time promulgate for the protection of the transportation facility and the safety of the traveling public. LANDLORD reserves the right from time to time to make reasonable modifications to said rules and regulations. The additions and modifications to those rules and regulations shall be binding upon TENANT upon delivery of a copy of them to TENANT.

5.9 Wrecked Vehicles

TENANT shall not park or store wrecked or inoperable vehicles of any kind on PREMISES.

5.10 Vending

No vending of any kind or character shall be conducted, permitted or allowed upon PREMISES.

5.11 Water Pollution Control

TENANT shall conform fully to the requirements of the Caltrans statewide National Pollutant Discharge Elimination System (NPDES) Storm Water Permit, Order

No. 99-06-DWQ, NPDES No. CAS000003, adopted by the State Water Resources Control Board on July 15, 1999. This permit regulates storm water and non-storm water discharges associated with activities within Caltrans rights-of-way. TENANT shall develop, implement and maintain a Facility Pollution Prevention Plan (FPPP), describing the pollution prevention practices associated with activities on facilities located within Caltrans rights-of-way. TENANT shall comply with the statewide Permit by incorporating storm water management into its operational activities. The FPPP will accomplish compliance by implementing Best Management Practices (BMPs) described in the Caltrans Statewide Storm Water Management Plan (SWMP).

ARTICLE 6. IMPROVEMENTS

No improvements of any kind shall be placed in, on, or, upon PREMISES, and not alterations shall be made in, on, or, upon PREMISES without the prior written consent of LANDLORD. In the event TENANT violates any of the provisions of this Article, this lease may be terminated immediately by LANDLORD and be of no further force or effect.

ARTICLE 7. SURRENDER OF PREMISES AT EXPIRATION OR TERMINATION OF LEASE

At the expiration or earlier termination of this lease, TENANT shall peaceably and quietly leave, surrender, and yield up to LANDLORD PREMISES together with all appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted.

ARTICLE 8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY

8.1 Ownership of Improvements

All improvements constructed and placed on PREMISES pursuant to Article 6 shall, at the expiration or termination of this lease, vest in LANDLORD. TENANT shall not remove any of these improvements from PREMISES nor waste, destroy or modify them in any way. TENANT shall deliver these improvements to LANDLORD in good condition and repair, reasonable wear and tear excepted, without compensation to TENANT, any SUBTENANT or third party, free and clear of all claims to or against them by TENANT, any SUBTENANT or third party, and TENANT shall defend and hold LANDLORD harmless from all liability arising from such claims or from the exercise by LANDLORD of its rights under this section. LANDLORD and TENANT covenant for themselves and all persons claiming under or through them that the improvements are real property.

8.2 Removal of Personal Property and Ownership at Termination

Any signs or other appurtenances placed on PREMISES by TENANT under this lease are the personal property of TENANT. All personal property, signs, equipment will be removed from PREMISES at the end of each weekend use, Sunday at 9 p.m. LANDLORD may remove any personal property not removed by TENANT after five (5) days from LANDLORD's sending written notice to TENANT. TENANT shall be liable to LANDLORD for all costs incurred by LANDLORD in effecting the removal of personal property and restoring PREMISES. LANDLORD may, in its sole discretion, declare all personal property not removed by TENANT to be abandoned by TENANT and this property shall, without compensation to TENANT, become LANDLORD's property, free and clear of all claims to or against it by TENANT or any other person.

ARTICLE 9. MAINTENANCE AND REPAIRS

9.1 Tenant's Obligations

TENANT, at its own cost and expense, shall maintain PREMISES, and keep it free of all grass, weeds, debris, and flammable materials of every description. TENANT

shall ensure that PREMISES is at all times in an orderly, clean, safe, and sanitary condition. LANDLORD requires a high standard of cleanliness, consistent with location of PREMISES as an adjunct of the California State Highway System.

TENANT hereby expressly waives the right to make repairs at the expense of LANDLORD and waives the benefit of the provisions of Sections 1941 and 1942 of the California Civil Code or any successor thereto.

TENANT shall take all steps necessary to protect effectively the fences, guardrails, and the piers and columns, if any, of the all structures from damage incident to TENANT's use of PREMISES and any improvements, all without expense to LANDLORD. TENANT shall, at its own cost and expense, repair in accordance with LANDLORD's standards any damage to any property owned by LANDLORD, including, but not limited to, all fences, guardrails, piers, and columns, caused by TENANT, SUBTENANTs, invitees or other third parties. At TENANT's request, LANDLORD will repair the damage to its property, and TENANT agrees to reimburse LANDLORD promptly after demand for the amount LANDLORD has reasonably expended to complete the repair work.

TENANT shall designate in writing to LANDLORD a representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order.

9.2 Landlord's Rights

In the event TENANT fails to perform TENANT's obligations under this Article, LANDLORD shall give TENANT notice to do such acts as are reasonably required to so maintain PREMISES. If within ten (10) days after LANDLORD sends written notice to repair, TENANT fail to do the work and diligently proceed in good faith to prosecute it to completion, LANDLORD shall have the right, but not the obligation, to do such acts and expend such funds at the expense of TENANT as are reasonably required to perform such work. Any amount so expended by LANDLORD shall be paid by TENANT promptly after demand plus interest as provided in Section 19.11 from the date of completion of such work to date of payment. LANDLORD shall have no liability to TENANT for any

damage, inconvenience or interference with the use of PREMISES by TENANT as a result of performing any such work.

ARTICLE 10. INSURANCE

10.1 Exemption of Landlord from Liability

This lease is made upon the express condition that LANDLORD is to be free from all liability and claims for damages by reason of any injury to any person or persons, including TENANT, or property of any kind whatsoever and to whomsoever belonging, including TENANT, from any cause or causes resulting from the operation or use of PREMISES by TENANT, its agents, customers, or business invitees. TENANT hereby covenants and agrees to indemnify and save harmless LANDLORD from all liability, loss, cost, and obligation on account of any such injuries or losses.

10.2 Comprehensive General Liability Insurance

TENANT shall at its own cost and expense procure and keep in force during the term of this lease comprehensive bodily injury liability and property damage liability insurance adequate to protect LANDLORD, its officers, agents, and employees, against any liability to the public resulting from injury or death of any person or damage to property in connection with the area, operation or condition of PREMISES, including any and all liability of LANDLORD for damage to vehicles parked on PREMISES. Such insurance shall be in an amount of not less than $5,000,000 combined single limit for bodily injury and property damage. The limits of such insurance shall not limit the liability of TENANT. All insurance required hereunder shall be with companies to be approved by LANDLORD. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which LANDLORD may carry. Said policies shall name the LANDLORD as an additional insured and shall insure against the contingent liabilities, if any, of LANDLORD and the officers, agents, and employees of LANDLORD and shall obligate the insurance carriers to notify LANDLORD, in writing,

not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the State of California, its officers, agents, or employees. TENANT shall furnish to LANDLORD a Certificate of Insurance acceptable to LANDLORD within not more than ten (10) days after execution of lease. LANDLORD shall retain the right at any time to review the coverage, from, and amount of the insurance required hereby. If, in the opinion of LANDLORD, the insurance provisions in this lease do not provide adequate protection for LANDLORD and for members of the public using PREMISES, LANDLORD may require TENANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. LANDLORD's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks, which exist at the time a change in insurance, is required. LANDLORD shall notify TENANT in writing of changes in the insurance requirements; and if TENANT does not deposit copies of acceptable insurance policies with LANDLORD incorporating such changes within sixty (60) days of receipt of such notice, this lease may be terminated, at LANDLORD's option, without further notice to TENANT, and be of no further force and effect.

10.3 Business and Automobile Liability Insurance

TENANT shall obtain and keep in effect at all times during the term of this lease business and automobile liability insurance in an amount not less than $1,000,000 for each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired automobiles, as applicable. Any deductible under such policy shall not exceed $10,000 each occurrence.

10.4 Garage Keeper's Legal Liability Insurance

TENANT shall obtain and keep in effect at all times during the term of this lease garage keeper's legal liability insurance in an amount not less than $1,000,000 for each

occurrence combined single limit for loss and damage to vehicles in TENANT's care, custody or control caused by fire, explosion, theft, riot, civil commotion, malicious mischief, vandalism or collision, with any deductible not exceeding $1,000 for each occurrence, and coverage for non-automobile property customarily left in the custody of a garage with a limit of $5,000.

10.5 Workers' Compensation Insurance

TENANT shall obtain and keep in effect at all times during the term of this lease workers' compensation insurance, including employers' liability, in an amount not less than $1,000,000 for each accident, covering all employees employed in or about PREMISES to provide statutory benefits as required by the laws of the State of California. Said policy shall be endorsed to provide that the insurer waives all rights of subrogation against LANDLORD.

10.6 Failure to Procure and Maintain Insurance

If TENANT fails to procure or maintain the insurance required by this Article in full force and effect, this lease may be terminated immediately by LANDLORD and be of no further force or effect. In addition, if TENANT fails to procure or maintain the insurance required by this Article, TENANT shall cease and desist from operating any business on PREMISES and the improvements erected thereon and shall prevent members of the public from gaining access to PREMISES during any period in which such insurance policies are not in full force and effect.

10.7 Waiver of Subrogation

TENANT hereby waives any and all rights of recovery against LANDLORD, or against the officers, employees, agents and representatives of LANDLORD, for loss of or damage to TENANT or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at

the time of such loss or damages. TENANT shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the lease.

ARTICLE 11. PAYMENT OF TAXES

TENANT agrees to pay and discharge, or cause to be paid and discharged when due, before the same become delinquent, all taxes, assessments, impositions, levies and charges of every kind, nature and description, whether general or special, ordinary or extraordinary, which may at any time or from time to time during the term of this lease, by or according to any law or governmental, legal, political, or other authority whatsoever, directly or indirectly, be taxed, levied, charged, assessed or imposed upon or against, or which shall be or may be or become a lien upon PREMISES or any buildings, improvements or structures at any time located thereon, or any estate, right, title or interest of TENANT in and to PREMISES, buildings, improvements or structures. Specifically, and without placing any limitation on TENANT's obligations under the immediately preceding sentence, TENANT shall pay when due, before delinquency, any and all possessory interest taxes, parking taxes, workers' compensation, taxes payable to the California Franchise Tax Board, personal property taxes on fixtures, equipment and facilities owned by TENANT, whether or not the same have become so fixed to the land as to comprise a part of the real estate.

TENANT understands that any possesssory interest of TENANT created in PREMISES by this lease may be subject to property taxation and that TENANT may be liable for payment of any such tax levied on such interest. Any obligation of TENANT under this Article, including possessory interest tax that the city or county may impose upon TENANT's interest herein, shall not reduce any rent due LANDLORD hereunder and any such obligation shall become the liability of and be paid by TENANT. In the event TENANT defaults in the payment of any of the obligations set forth in this Article, this lease may be terminated immediately by LANDLORD and be of no further force or effect.

ARTICLE 12. RIGHT OF ENTRY

12.1 Inspection, Maintenance, Construction and Operation of Freeway Structures

LANDLORD, through its agents or representatives, and other city, county, state and federal agencies, including the Federal Highway Administration, through their agents or representatives, shall have full right and authority to enter in and upon PREMISES and any building or improvements situated thereon at any and all reasonable times during the term of this lease for the purpose of inspecting the same without interference or hindrance by TENANT, its agents or representatives.

LANDLORD further reserves the right of entry for the purpose of inspecting PREMISES, or the doing of any and all acts necessary or proper on said PREMISES in connection with the protection, maintenance, reconstruction, and operation of the freeway structures and its appurtenances; provided, further, that LANDLORD reserves the further right, at its discretion, to immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures, in which event the term of this lease shall be extended for a period equal to the emergency occupancy by LANDLORD, and during said period TENANT shall be relieved, to the degree of interference, from the performance of conditions or covenants specified herein. LANDLORD further reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of the LANDLORD for the purpose of performing any maintenance activities upon PREMISES which TENANT has failed to perform. All agreements which TENANT enters into for the sublease or use of all or any part of PREMISES shall contain a provision, approved by LANDLORD, which describes LANDLORD's right of entry as set forth in this Article.

12.2 Landlord's Use of the Premises

TENANT understands and agrees that LANDLORD may, from time to time, be required to perform retrofit work on all or a part of the freeway structures which are situated on, above or adjacent to PREMISES or be required to use all or a portion of

PREMISES in connection with the protection, maintenance, reconstruction, and operation of the State Highway System. LANDLORD shall have the right to impose such restrictions on TENANT's right to enter, occupy, and use PREMISES and to construct improvements thereon as LANDLORD deems are necessary to enable it to maintain, protect, reconstruct or operate the State Highway System without interference from TENANT.

In the event LANDLORD determines that it needs to obtain possession of all or a portion of PREMISES, or needs to place restrictions on TENANT's use of PREMISES, LANDLORD shall, at least thirty (30) days prior to the effective date of the commencement of such possession or restrictions notify TENANT in writing describing the extent of the possession or restrictions and the effective date of their commencement. Upon the effective date of said notice, TENANT shall peaceably surrender possession of all or any specified portion of PREMISES and comply with the restrictions as stated therein. The monthly rent stated in Section 4.1, shall be reduced by an amount equal to the proportion which the area of the portion of PREMISES which TENANT is restricted from using or which has been surrendered to LANDLORD bears to the total area of PREMISES. This reduction in rent shall be TENANT's sole remedy against LANDLORD for TENANT's inability to possess or use the entire area of PREMISES, or for any disruption of TENANT's ability to use any part of PREMISES, and TENANT expressly agrees to hold LANDLORD harmless from any and all liability for, and expressly waives any right it may have to recover compensation from LANDLORD, waives any right it may have to recover for damages to PREMISES or any improvements constructed on PREMISES, waives any right it may have to assert or recover lost profits or other revenue, and waives its right to use or possess any portion of PREMISES or improvements thereon, and damages to any other property, project or operation caused by LANDLORD's possession, imposition of restrictions or TENANT's inability to use or possess all or any portion of PREMISES. In addition, TENANT expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of LANDLORD's use or possession of any portion of PREMISES.

TENANT shall conduct its operations on PREMISES in such a manner so as not to interfere with LANDLORD's or its contractor's performance of any work done on or above PREMISES. TENANT acknowledges that the performance of the work may cause damage to paving or other improvements constructed by TENANT on PREMISES.

ARTICLE 13. TERMINATION OF LEASE

13.1 Termination by Mutual Consent

Notwithstanding any provision herein to the contrary, this lease may be terminated, and the provisions of this lease may be altered, changed or amended by mutual consent of LANDLORD and TENANT.

13.2 Termination by One Party

Notwithstanding any provision herein to the contrary, this lease may be terminated at any time by TENANT upon providing LANDLORD with ninety (90) days prior notice in writing, or by LANDLORD upon providing TENANT with ninety (90) days prior notice in writing but in no event shall the notice be given before 90 days after the commencement of this lease. Notices of termination under this section shall be delivered in accordance with the provisions of Section 19.13 to the addresses set forth in Article 1. If TENANT exercises its right to terminate the lease under this Section, it immediately forfeits any right to bid at the next lease auction for PREMISES. In addition, if at the time TENANT terminates this lease, the entire cost of TENANT's improvements has not been amortized over the remaining term, those improvements shall become the property of LANDLORD, and LANDLORD shall not refund or otherwise reimburse TENANT for the remaining unamortized cost of the improvements.

ARTICLE 14. UTILITIES

TENANT shall pay when due, and shall hold LANDLORD harmless from any liability for, all charges for water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, scavenger, janitorial and landscaping services and all other materials and utilities supplied to PREMISES. LANDLORD shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to PREMISES, and no such failure or interruption shall entitle TENANT to terminate this lease.

ARTICLE 15. DEFAULT

15.1 Default

The occurrence of any of the following shall constitute a material breach and default of this lease by TENANT.

(a) Any failure by TENANT to pay rent or any other monetary sums required to be paid hereunder, where such failure continues for ten (10) days after written notice thereof has been given by LANDLORD to TENANT.

(b) The abandonment or vacation of PREMISES by TENANT. Failure to occupy and operate PREMISES for thirty (30) consecutive days following the mailing of written notice from LANDLORD to TENANT calling attention to the abandonment shall be deemed an abandonment or vacation.

(c) The making by TENANT of any general assignment or general arrangement for the benefit of creditors; the filing by or against TENANT of a petition to have TENANT adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TENANT the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of TENANT's assets, where possession is not restored to TENANT within forty-five (45) days; or the attachment, execution or other judicial

seizure of substantially all of TENANT's assets, where such seizure is not discharged within thirty (30) days.

(d) The failure by TENANT to comply with any provision of any law, statute, zoning restriction, ordinance or governmental rule, regulation or requirement as set forth in Section 5.3 of this lease.

(e) The failure by TENANT to comply with the requirements of the Airspace Lease Application as set forth in Section 5.4 of this lease.

(f) The failure by TENANT to comply with the requirements regarding hazardous materials as set forth in Section 5.7 of this lease.

(g) The construction by TENANT of any improvements on PREMISES contrary to the provisions of Article 6 of this lease.

(h) The failure by TENANT to pay any tax, assessment, imposition, levy or charge of any kind as set forth in Article 11 of this lease.

(i) The failure by TENANT to observe and perform any other provision of this lease to be observed or performed by TENANT, where such failure continues for thirty (30) days after written notice thereof by LANDLORD to TENANT; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, TENANT shall not be deemed to be in default if TENANT shall within such period commence such cure and thereafter diligently prosecute the same to completion.

15.2 LANDLORD's Remedies

In the event of any material default or breach by TENANT, LANDLORD may at any time thereafter, without limiting LANDLORD in the exercise of any fight of remedy at law or in equity which LANDLORD may have by reason of such default or breach, terminate TENANT's right to possession by any lawful means, in which case this lease shall immediately terminate and TENANT shall immediately surrender possession of PREMISES to LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT's default including, but not limited to, the following:

(a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(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 is proved could have been reasonably avoided; plus

(c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus

(d) any other amount necessary to compensate LANDLORD for all the detriment proximately caused by TENANT's failure to perform its obligations under this lease or which in the ordinary course of events would be likely to result therefrom; plus

(e) at LANDLORD's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law. Upon any such re-entry LANDLORD shall have the right to make any reasonable repairs, alterations or modifications to PREMISES, which LANDLORD in its sole discretion deems reasonable and necessary. As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by including interest on the principal sum at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the date of default. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco at the time of award. The term "rent" as used in this Article shall be deemed to be and to mean rent to be paid pursuant to Article 4 and all other monetary sums required to be paid by TENANT pursuant to the terms of this lease.

15.3 Late Charges

TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from TENANT shall not be

received by LANDLORD or LANDLORD's designee within ten (10) days after such amount shall be due, a late charge equal to one and one-half percent (1.5%) of the payment due and unpaid plus $100.00 shall be added to the payment, and the total sum shall become immediately due and payable to LANDLORD. An additional charge of one and one-half percent (1.5%) of such payment, excluding late charges, shall be added for each additional month that such payment remains unpaid. LANDLORD shall apply any monies received from TENANT first to any accrued delinquency charges and then to any other payments due under the lease. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment by TENANT. Acceptance of such late charges by LANDLORD shall in no event constitute a waiver of TENANT's default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder.

ARTICLE 16. ASSIGNMENTS, TRANSFERS, SUBLEASES AND ENCUMBRANCES

16.1 Prohibition on Assignments, Transfers and Subleases Within First Six Months of Term

TENANT shall not assign, transfer or sublease all or any part of its interest in this lease or in PREMISES, and LANDLORD will not grant its consent to any assignment, transfer or sublease of all or any part of this lease or PREMISES until after the expiration of six (6) months and one (1) day from the date of the commencement of the term of this lease as set forth in Article 3.

16.2 Voluntary Assignments and Subleases

In addition, with respect to transactions not expressly prohibited under Section 16.1, TENANT shall not voluntarily assign or transfer all or any part of its interest in this lease or in PREMISES, or sublet all or any part of PREMISES, or allow any other person or entity (except TENANT's authorized representatives) to occupy or use all or any part

of PREMISES without first obtaining LANDLORD's written consent, unless otherwise expressly permitted by the provisions of this Article.

LANDLORD may withhold its consent to any such assignment, transfer or sublease unless all of the following express conditions are satisfied:

(a) LANDLORD receives compensation from TENANT upon the assignment, transfer, sale or sublease of any of TENANT's rights in PREMISES in an amount calculated in accordance with the provisions of Section 4.3.

(b) The prospective assignee, transferee or SUBTENANT meets all of the requirements for eligibility to bid set forth in the Bid Notice and Airspace Lease Application and agrees to comply with all the standards set forth therein.

TENANT's failure to obtain LANDLORD's required written approval of any assignment, transfer or sublease shall render such assignment, transfer or sublease void. Occupancy of PREMISES by a prospective transferee, SUBTENANT or assignee before approval of the transfer, sublease or assignment by LANDLORD shall constitute a breach of this lease. LANDLORD's consent to any assignment, transfer or sublease shall not constitute a waiver of any of the terms, covenants or conditions of this lease. Such terms, covenants and conditions shall apply to each and every assignment, sublease and transfer of rights under this lease and shall be severally binding upon each and every party thereto. Any document to transfer, sublet, or assign PREMISES or any part thereof shall incorporate directly or by reference all the provisions of this lease.

16.3 Change in Partnership

If TENANT is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law, or the dissolution of the partnership, shall be deemed a voluntary assignment subject to the provisions of Section 16.2.

16.4 Change in Tenants

If TENANT consists of more than one person, a purported assignment, voluntary, involuntary or by operation of law, from one to another shall be deemed a voluntary assignment subject to the provisions of Section 16.2.

16.5 Change in Corporation

If TENANT is a corporation, any dissolution, merger, consolidation, or other reorganization of TENANT, or the sale or other transfer of a controlling percentage of the capital stock of TENANT, or the sale of 51% of the value of the assets of TENANT, shall be deemed a voluntary assignment subject to the provisions of Section 16.2. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 51% of the total combined voting power of all classes of TENANT's capital stock issued, outstanding, and entitled to vote for the election of directors.

16.6 Assignment of Rent from Subtenants

TENANT immediately and irrevocably assigns to LANDLORD, as security for TENANT's obligations under this lease, all rent from any subletting of all or a part of PREMISES as permitted by this lease, and LANDLORD, as assignee and attorney-in-fact for TENANT, or a receiver for TENANT appointed on LANDLORD's application, may collect such rent and apply it toward TENANT's obligations under this lease; except that, until the occurrence of an act of default by TENANT, TENANT shall have the right to collect such rent.

16.7 Information to be supplied to Landlord

TENANT shall supply LANDLORD with all information LANDLORD determines to be necessary on all persons or firms to which TENANT proposes to sublet, transfer or assign any of its interest in PREMISES, or which might establish rights to enter, control, or otherwise encumber PREMISES by reason of any agreement made by TENANT. In addition, with respect to any proposed
sublease, transfer or assignment, TENANT shall provide LANDLORD with:

(a) a copy of all documents relating thereto,

(b) a statement of all terms and conditions of said transaction, including the consideration therefor, and

(c) a copy of the financial statement of the prospective SUBTENANT, transferee or assignee.

(d) a copy of all documents showing compliance by the prospective SUBTENANT, transferee or assignee with all of the bid eligibility requirements contained in the bid package.

16.8 Processing Fees for Assignments, Transfers and Subleases

(a) In addition to the sum specified in Section 4.3, a fee of one thousand five hundred dollars ($1,500) shall be paid to LANDLORD for processing each consent to assignment, transfer, or sublease to LANDLORD as required by this lease. This processing fee shall be deemed earned by LANDLORD when paid and shall not be refundable.

(b) If TENANT has paid a processing fee for another phase of the same transaction, a second fee will not be charged.

(c) The amounts specified above for processing fees shall be automatically adjusted at the end of the first year of this lease and every year thereafter in accordance with an annual fee schedule adopted by LANDLORD. LANDLORD shall make said fee schedule available to TENANT upon receiving a request therefor.

16.9 Encumbrances

TENANT shall not encumber PREMISES in any manner whatsoever.

ARTICLE 17. NONDISCRIMINATION

TENANT, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) in connection with the construction of any improvements on said land and the furnishing of services thereon,

no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under PREMISES, and (4) TENANT shall use the land in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21 (49 C.F.R., Part 21) and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the LANDLORD shall have the right to terminate this lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

ARTICLE 18. SECURITY DEPOSIT

Concurrently with TENANT's execution of this lease, TENANT shall deposit with LANDLORD the sum of _____ as a Security Deposit. Said sum shall be held by LANDLORD as a Security Deposit for the faithful performance by TENANT of all of the terms, covenants and conditions of this lease to be kept and performed by TENANT during the term hereof. If TENANT defaults with respect to any provision of this lease, including but not limited to the provisions relating to the payment of rent and any of the monetary sums due herewith, LANDLORD may use, apply or retain all or any part of this Security Deposit for the payment of any other amount which LANDLORD may spend by reason of TENANT's default or use it to compensate LANDLORD for any other loss or damage which LANDLORD may suffer by reason of TENANT's default. If any portion of said Deposit is so used or applied, TENANT shall within ten (10) days after written demand therefor, deposit cash with LANDLORD in an amount sufficient to restore the Security Deposit to its original amount; TENANT's failure to do so shall be a material breach of this lease. LANDLORD shall not be required to keep this Security Deposit separate from its general funds, and TENANT shall not be entitled to interest on such deposit. If TENANT shall fully and faithfully perform every provision of this lease

to be performed by it, the Security Deposit or any balance thereof shall be returned to TENANT at the expiration of the lease term and after TENANT has vacated PREMISES.

ARTICLE 19. ADDITIONAL PROVISIONS

19.1 Quiet Enjoyment

LANDLORD covenants and agrees with TENANT that upon TENANT paying rent and other monetary sums due under the lease and performing its covenants and conditions, TENANT shall and may peaceably and quietly have, hold and enjoy PREMISES for the term.

19.2 Captions, Attachments, Defined Terms

The captions of the Articles of this lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this lease. Exhibits attached hereto, and addenda and schedules initiated by the parties, are deemed by attachment to constitute part of this lease and are incorporated herein. The words "LANDLORD" and "TENANT," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one LANDLORD or TENANT, the obligations hereunder imposed upon LANDLORD or TENANT shall be joint and several. If the TENANTs are husband and wife, the obligations shall extend individually to their sole and separate property as well as to their community property.

19.3 Entire Agreement

This instrument along with any exhibits and attachments hereto constitutes the entire agreement between LANDLORD and TENANT relative to PREMISES and this agreement and the exhibits and attachments may be altered, amended or revoked only by

an instrument in writing signed by both LANDLORD and TENANT. LANDLORD and TENANT agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents and representatives relative to the leasing of PREMISES are merged in or revoked by this agreement.

19.4 Severability

Should any portion of this lease be held invalid, void, unenforceable or illegal by a court or tribunal having jurisdiction over the subject matter, the repudiated portion(s) of the lease shall be deemed severed from the remainder of the lease, and the surviving portions of this lease shall be recognized as valid, enforceable, and legally binding on the parties thereto, and this lease shall be thereafter considered whole, and no regard shall be given to the severed part.

19.5 Costs of Suit

If TENANT or LANDLORD shall bring any action for any relief against the other, declaratory or otherwise, arising out of this lease, including any suit by LANDLORD for the recovery of rent or possession of PREMISES, the losing party shall pay the successful party a reasonable sum for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Should LANDLORD, without fault on LANDLORD's part, be made a party to any litigation instituted by TENANT or by any third party against TENANT, or by or against any person holding under or using PREMISES by license of TENANT, or for the foreclosure of any lien for labor or materials furnished to or for TENANT or any such other person or otherwise arising out of or resulting from any act or transaction of TENANT or of any such other person, TENANT shall save and hold LANDLORD harmless from any judgment rendered against LANDLORD or PREMISES or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by LANDLORD in connection with such litigation.

19.6 Time, Joint and Several Liability

Time is of the essence of this lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of PREMISES to TENANT. All the terms, covenants and conditions contained in this lease to be performed by either party if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

19.7 Binding Effect; Choice of Law

The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate section hereof; and all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The laws of the State of California shall govern this lease.

19.8 Waiver

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by LANDLORD of any performance by TENANT after the time the same shall have become due shall not constitute a waiver by LANDLORD of the breach or default of any covenant, term or condition. Acceptance by LANDLORD of any performance by TENANT after the time the same shall have become due shall not constitute a waiver by LANDLORD of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by LANDLORD in writing.

19.9 Surrender of PREMISES

The voluntary or other surrender of this lease by TENANT, or a mutual

cancellation thereof, shall not work a merger and shall, at the option of the LANDLORD, terminate all or any existing subleases or subtenancies, or may, at the option of LANDLORD, operate as an assignment to it of any or all such subleases or subtenancies.

19.10 Holding Over

If TENANT remains in possession of all or any part of PREMISES after the expiration of the term hereof, with or without the express or implied consent of LANDLORD, such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable at the time specified in this lease and such month-to-month tenancy shall be subject to every other term, covenant, condition and agreement contained herein, except that the monthly rental rate set forth in Section 4.1 shall be increased by ten percent (10%) effective the first month of the holdover period. LANDLORD further reserves the right to review the rental rates of all holdover TENANTs periodically for the purpose of making reasonable adjustments to the monthly rental payments.

19.11 Interest on Past Due Obligations

Except as expressly herein provided, any amount due to LANDLORD not paid when due shall bear interest at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the due date. Payment of such interest together with the amount due shall excuse or cure any default by TENANT under this lease.

19.12 Recording

Neither LANDLORD nor TENANT shall record this lease.

19.13 Notices

All notices or demands of any kind required or desired to be given by LANDLORD or TENANT hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the LANDLORD or TENANT respectively at the addresses set forth in Article 1.

19.14 No Reservation

Submission of this instrument for examination or signature by TENANT does not constitute a reservation of or option for lease; it is not effective as a lease or otherwise until execution and delivery by both LANDLORD and TENANT.

19.15 Corporate Authority

If TENANT is a corporation, each individual executing this lease on behalf of said corporation represents and warrants that he/she 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 Bylaws of said corporation, and that this lease is binding upon said corporation in accordance with its terms. If TENANT is a corporation, TENANT shall, within thirty (30) days after execution of this lease, deliver to LANDLORD a certified copy of resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this lease.

19.16 Force Majeure

If either LANDLORD or TENANT shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act

shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse TENANT from prompt payment of any rent, taxes, insurance or any other charge required of TENANT, except as may be expressly provided in this lease.

19.17 No Implied Rights Granted by Lease

It is understood between LANDLORD and TENANT that neither TENANT's occupancy of PREMISES, nor this lease create in TENANT any right in PREMISES, or any right to conduct business in or on PREMISES, other than the rights expressly conferred in and by this lease for the period of the lease term (including any thereof). TENANT understands at the end of the TENANT's lease term (including any extensions), LANDLORD in its discretion may, or may not, make PREMISES available for leasing under Streets and Highways Code section 104.12 for the use described in this lease, or for any other use(s) compatible with PREMISES. Should TENANT, or anyone on TENANT's behalf, during TENANT's occupancy of PREMISES, and /or within one year after vacating PREMISES, threaten to commence, or actually commence, legal proceedings intended to compel LANDLORD to lease, or not lease, the property, and/or to lease or not lease the property for a certain use(s) or to certain persons, businesses or organization, TENANT shall be liable for all LANDLORD's costs, fees (including attorneys' fees to be calculated at the going private market rate) and other expenses incurred in defending and/or responding to said legal proceedings and/or threats to commence legal proceedings.

19.18 Terminated Right to Participate in Next Auction

A TENANT who exercises their rights under Clause Thirteen.Two (13.2) and gives THIRTY (30) days notice to terminate this lease forfeits their right to bid at the next lease auction for PREMISES under this lease.

19.19 Attendant on Premises

As part of the total consideration for this lease, TENANT shall maintain an

attendant upon the leased PREMISES and within the area of the park-and-ride lot. This attendant shall be present on PREMISES during the hours of operations when the vehicles are on PREMISES. During these hours the attendant shall perform the following duties:

a) Maintain a watch over the displayed vehicles parked in the park-and-ride lot and report any suspicious or potentially criminal activity. In this capacity, the attendant shall not confront any suspicious person or expose himself or herself to any physical harm, but shall make notes to assist in the identification of any suspicious person, including the notation of any relevant license number, and shall report such activity as soon as possible to the appropriate law enforcement authority.

19.20 Due Diligence to Clear Hold-over Vehicles

TENANT shall exercise due diligence to ensure that all vehicles left with, and displayed by, TENANT during the weekends, are removed by each Sunday at 9:00 p.m. 'Exercise due diligence' includes, but is not limited to, contacting the private-party owners of the remaining displayed vehicles by telephone, facsimile, or in person prior to 8:00 a.m. on the Monday immediately following the weekend during which the remaining vehicles were displayed by TENANT, and requesting the vehicles be removed immediately. Upon Landlord's request, TENANT shall furnish records reflecting TENANT's efforts to have remaining displayed vehicles removed from PREMISES.

Should LANDLORD expend its funds to remove remaining displayed vehicles from PREMISES (in order to preserve the use of the property as a park and ride lot, or for any other reason in LANDLORD's discretion), TENANT shall reimburse LANDLORD, upon LANDLORD's request, for the costs incurred in removing the remaining vehicles(s).

In Witness Whereof LANDLORD and TENANT have executed this lease as of the date first written above.

LANDLORD: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____ Date:_____

MARTA A. BAYOL
District Office Chief
R/W Property Management Services

TENANT:

By:_____ Date: _____