THIS AMENDMENT TO JOINT OCCUPANCY LEASE AGREEMENT (this "Amendment") is made and entered into as of the _____ day of _____, 2016 ("Effective Date"), by and between SAN LEANDRO UNIFIED SCHOOL DISTRICT, a California public school district of California ("District"), and AMERICAN DIGITAL OUTDOOR, LP, a California Limited Partnership ("Lessee").

RECITALS:

A. District and Lessee entered into that certain Joint Occupancy Lease Agreement dated as of November 19, 2013 ("Lease") regarding an advertising sign to be located at the Premises within the Site, as described in the Lease.

B. The parties desire to modify Section 2.1 of the Lease to provide for an optional initial Term dependent upon the Permits issued by the California Department of Transportation ("CALTRANS").

C. The parties further desire to modify the Lease to provide for a possible adjustment in the application of minimum Rent depending upon the type of permit(s) issued by CALTRANS.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual agreements, covenants and promises contained in this Amendment and other good and valuable consideration, the receipt, sufficiency and validity of which are hereby acknowledged, District and Lessee agree as follows:

AGREEMENT:

1. Definitions. Capitalized terms used in this Amendment without definition shall have the meanings assigned to such terms in the Lease, unless the context expressly requires otherwise.

2. Accuracy of Recitals. The parties acknowledge the accuracy of the Recitals.

3. CALTRANS Permit and Initial Term. In the event that CALTRANS will only issue Permits for a static billboard display ("Static Display") in lieu of a digital display, and Lessee installs and operates the Static Display, then, the initial Term under Section 2.1 shall be extended to a twenty-five (25) year initial Term ("Extended Initial Term"). However, if CALTRANS issues the Permits (a) for a digital display ("Digital Display") or (b) for a Digital Display that allows for the advertising copy to change, but not more frequently than every two (2) minutes, then the initial Term under Section 2.1 shall remain at ten (10) years.

4. Extended Initial Term and Minimum Rent. In the event that the

Extended Initial Term goes into effect under Section 3 of this Amendment, then the "minimum Rent" under Section 3.1.1 of One Million Two Hundred Thousand Dollars ($1,200,000) when paid as and when provided for in the Lease shall be divided evenly (annually and monthly) over the Extended Initial Term (ie, over 25 years). If, however, the initial Term remains at ten (10) years under Section 3 of this Amendment, the minimum Rent for the ten-year initial Term shall remain at $1,200,000 divided evenly (annually and monthly) over the initial Term.

5. Full Force and Effect. Except as expressly modified by this Amendment, the Lease remains unmodified and in full force and effect. All references in the Lease to "this Lease" shall be deemed references to the Lease as modified by this Amendment.

6. Counterparts; Facsimile/PDF Signatures. This Amendment may be executed in one or more counterparts, and the signature pages combined shall constitute one document. Facsimile and "PDF" signatures shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, District and Lessee have executed this Amendment through their respective officers or representatives, duly authorized, as of the Effective Date.

DISTRICT:

SAN LEANDRO UNIFIED SCHOOL DISTRICT, a California public school district of California

_____

By:_____

Name:_____

Title:_____

Dated: _____

LESSEE:

AMERICAN DIGITAL OUTDOOR, LP, a California Limited Partnership

_____

By: _____

Name: Tom LeClaire

Title: President

Dated: 1/27/14