FIRST AMENDMENT TO JOINT OCCUPANCY LEASE AGREEMENT
BETWEEN
SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND
AMERICAN DIGITAL OUTDOOR, LP

THIS FIRST AMENDMENT TO JOINT OCCUPANCY LEASE AGREEMENT BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT AND AMERICAN DIGITAL OUTDOOR, LP (this "Amendment") is made and entered into effective this 10th day of July, 2021 (the "Effective Date"), by and between **SAN LEANDRO UNIFIED SCHOOL DISTRICT**, a California public school district ("Lessor"), and **AMERICAN DIGITAL OUTDOOR, LP**, a California limited partnership ("Lessee").

Recitals

A. Lessor and Lessee entered into that certain Joint Occupancy Lease Agreement between San Leandro Unified School District and American Digital Outdoor, LP dated February 21, 2014 (the "Lease"), pursuant to which Lessee currently leases the Premises, at the Burrell Field and Pacific Sports Complex located at 2599 Teagarten Drive, San Leandro, California;

B. The Commencement Date of the Lease was August 1, 2016;

C. The initial term of the Lease will expire on July 31, 2026; and

C. Lessor and Lessee mutually desire to make certain modifications to the Lease, as more particularly described below.

THEREFORE, in consideration of the foregoing and the further consideration and mutual benefits described below, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Lease.

2. Commencement and Expiration Date. Lessor and Lessee confirm that the Lease commenced on August 1, 2016 and that the initial term of the Lease will expire on July 31, 2026.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument**.**

4. Effect of Amendment. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease remain in full force and effect. In the event of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall govern and control.

5. **Incorporation of Prior Agreements**. This Amendment and the Lease contain the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

6. **Modification of Amendment**. This Amendment may not be modified, nor may any right or obligation hereunder be waived orally, and no such amendment or modification shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LESSOR	**LESSEE**
San Leandro Unified School District	**American Digital Outdoor, LP**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____