

AMENDMENT TO LEASE AGREEMENT
(Lease No. 1685)

This Amendment to Lease Agreement ("Amendment") is entered into as of January 27, 2026 ("Effective Date"), by and between the County of Solano, a political subdivision of the State of California ("County"), the Solano County Fair Association, a non-profit corporation, ("SCFA", and together with the County, "Lessor"), and Outfront Media LLC, a Delaware limited liability company ("Lessee").

RECITALS

- A. Lessor and Viacom Outdoor, Inc. entered into that certain Lease Agreement dated May 14, 2003, commencing May 1, 2003, for the use of premises located at the Solano County Fairgrounds for billboard and electronic message center purposes (the "Agreement").
- B. Through a series of corporate transactions, mergers, and name changes, Outfront Media LLC is the lawful successor-in-interest to Viacom Outdoor, Inc., CBS Outdoor Inc., and Gannett Outdoor, and is the current lessee under the Agreement.
- C. Lessee represents and warrants that it has succeeded to all right, title, and interest of the original lessee and has assumed and continues to assume all obligations, duties, liabilities, and responsibilities of the lessee under the Agreement, whether arising before or after the Effective Date.
- D. Lessor and Lessee now desire to amend the Lease on the terms set forth below.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. Defined Terms

Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Agreement.

2. Acknowledgment of Successor-in-Interest; Assumption of Obligations

Lessee expressly acknowledges and agrees that it is the successor-in-interest to the original lessee under the Agreement and hereby ratifies, confirms, and assumes all covenants, obligations, liabilities, indemnities, and responsibilities of the lessee under the Agreement, whether accrued, contingent, or arising in the future, as if Lessee had been the original executing party to the Agreement.

Nothing in this Amendment shall be construed as a novation or release of any obligations arising under the Agreement.

3. Extension of Term

The Agreement is hereby reinstated and its term retroactively extended for thirty-nine (39) months, commencing October 1, 2023 and expiring December 31, 2026, unless sooner terminated in accordance with the Agreement. The Term shall expire automatically on December 31, 2026 without further notice, and no right of renewal, extension, holdover, or continued occupancy is granted or implied.

4. Rent

During the Extension Term:

- a. Monthly rent shall be \$4,150.
- b. Upon execution of this Amendment, Lessee shall pay in full all rent due for the period October 1, 2023 through January 31, 2026, a total payment of \$116,200 (\$4,150 per month x 28 months).
- c. Rent for the remainder of the Extension Term shall be paid monthly on the first of each month commencing February 1, 2026.
- d. Payments shall be made to:

Solano County Fair Association
900 Fairgrounds Drive
Vallejo, CA 94589

5. Access

Upon execution of this Amendment, Lessee shall regain access to the leased premises, subject to the terms of the Agreement. However, should Lessee fail to make a rent payment by the due date, the SCFA may, at its sole option, deny access to the Premises on fifteen (15) days' notice provided payment of rent is still not made by the end of the notice period. Access will be reinstated when rent arrearages are brought current.

6. Development Negotiations

During the Extension Term, the parties agree to negotiate in good faith a potential development agreement for the conversion of existing static signage to digital signage and the removal of the existing County-owned LED display, subject to all required approvals. Nothing herein obligates either party to consummate such agreement.

7. First Right of Refusal

Section 17 (Right of First Refusal) of the Agreement is hereby deleted in its entirety, and no right of first refusal shall exist under the Agreement, whether arising under Section 17 or otherwise.

8. Ownership of Static Signs

The parties agree that the two static billboard structures are owned by Lessee, and that Lessee shall have the right to remove its billboards upon termination of the Agreement.

9. Confirm Transfer of Title to Current Electronic Sign

Upon execution of this Amendment, Lessee will provide written verification that title to the current electronic sign was transferred to County as provided in Section 6 of the Agreement. If title was not transferred, Lessee will make such transfer no later than sixty (60) days after execution of this Amendment.

10. Insurance

Section 13(C) of the Agreement is amended to read:

Lessee shall maintain Automobile Liability insurance covering bodily injury and property damage for use of vehicles owned, leased or operated by Lessee or Lessee's employees, arising out of or in connection with this Agreement, in an amount no less than \$1,000,000 combined single limit for each occurrence.

Upon execution of this Amendment, Lessee will provide all applicable certificates of insurance to both County and SCFA.

11. Indemnification and Hold Harmless

Section 14 of the Agreement is amended to read as follows:

Lessee will indemnify, hold harmless and assume the defense of, in any action of law or equity, the SCFA, the County of Solano, and each agency's officers, directors, employees, volunteers, agents and elective and appointed boards, from all claims, losses, damages, including property damages, personal injury, including death, and liability of every kind, nature and description, arising from the operations of Lessee or of any persons employed by or acting directly or indirectly as agent of Lessee under this Agreement, except for the sole negligence or willful misconduct of the SCFA or the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring on the premises and arising out of Lessee's use of the Premises as described by this Agreement and at any time during the term of this Agreement.

Acceptance of insurance certifications under this Agreement does not relieve Lessee from liability arising from its performance under this indemnification and hold harmless clause.

This indemnity obligations of this Section 14 shall survive the expiration or earlier termination of this Agreement.

12. Notices

Section 16 of the Agreement is amended to modify the Notice address of Lessee, as follows:

Outfront Media, LLC

1695 Eastshore Highway

Berkeley, CA 94710

Attn: Jeff McCuen

13. Maintenance of Leased Premises

Section 23 of the Agreement is amended to add the following language:

Lessee will not cut locks, fencing or any other material to gain access to the Premises. Should Lessee have difficulty accessing the Premises, Lessee will contact the SCFA front office for assistance.

All other language in this paragraph of the Agreement remains unchanged.

14. No Other Modifications

Except as expressly modified by this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict, this Amendment shall control.

15. Counterparts; Electronic Signatures

This Amendment may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

SIGNATURES

LESSOR:

COUNTY OF SOLANO

Ian Goldberg, County Administrator
APPROVED AS TO FORM:



Carrie Blacklock, County Counsel

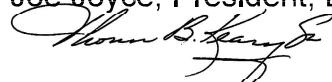
Date:

01/20/2026

LESSOR:
SOLANO COUNTY FAIR ASSOCIATION



Joseph Joyce (Jan 20, 2026 22:04:02 PST)
Joe Joyce, President, Board of Directors



Thomas Keaney, Chief Executive Officer

Date:

01/20/2026

Date:

LESSEE:
OUTFRONT MEDIA LLC



Collin Smith,
Regional Vice President - Real Estate

01/20/2026

Date: