

AMENDMENT NO. 3

to

Lease Agreement between the Oakland Unified School District and Kidango, Inc. for use of Building H & I at Castlemont High School

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“KIDANGO,” together with OUSD, “PARTIES”):  
**Kidango, Inc.**
- The Parties entered into the Original Agreement on the below date:  
**August 20, 2020**
- The Enactment Number of the Original Agreement is below:  
**20-1176**

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

- 1. Services:**
  - The scope of work of the (Amended) Agreement is unchanged.
  - The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:
    - Revised scope of work attached
    - KIDANGO agrees to provide the following amended services:
- 2. Term (duration):**
  - The term of the (Amended) Agreement is unchanged
  - The term of the (Amended) Agreement has changed. If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date:  
Original End Date: **June 30, 2023**  
New End Date: **June 30, 2026**
- 3. Compensation:**
  - The rent amount in the (Amended) Agreement is unchanged
  - The rent amount in the (Amended) Agreement has changed as follows:
    - For 2023-24, the annual rent is \$25,000. Payment Dates: 25% by August 1, 2023; 25% by November 1, 2024; 25% by March 1, 2024; 25% by June 1, 2024.
    - For 2024-25, the annual rent is \$27,500. Payment Dates: 25% by August 1, 2024; 25% by November 1, 2024; 25% by March 1,

2025; 25% by June 1, 2025.

- For 2025-26, the annual rent is \$30,000. Payment Dates: 25% by August 1, 2025; 25% by November 1, 2025; 25% by March 1, 2026; 25% by June 1, 2026.

4. **Insurance.** To the extent that the (Amended) Agreement did not required the following insurance coverage amounts or required lesser insurance coverages amounts, by signing this Amendment, KIDANGO agrees that it shall maintain, unless waived under the terms of the (Amended) Agreement, Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms regarding Commercial General Liability Insurance remain the same.
5. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. KIDANGO agrees that the address for legal notice to OUSD is 1011 Union St, #946, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.
6. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
7. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
8. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. KIDANGO agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
9. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to KIDANGO absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**KIDANGO**

Name: Noelle Payomo


Signature: 

Position: Chief Operations Officer

Date: 6/29/23

**OUSD**

Name: Mike Hutchinson

Signature: 

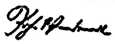
Position: President, Board of Education

Date: 6/29/2023

Board President (for approvals)

Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: 

Position: Superintendent

Date: 6/29/2023

***Approved as to form by OUSD Legal***