

**FIRST AMENDMENT TO GROUND LEASE
BETWEEN THE COUNTY OF SAN MATEO AND CURIODYSSEY**

This First Amendment to Ground Lease (“Amendment”) is entered into as of March ____, 2025 (“Effective Date”), by and between the County of San Mateo, a political subdivision of the State of California, (“Landlord” or “County”) and CuriOdyssey, a California non-profit Corporation, f/k/a Coyote Point Museum Association (“Tenant”) (collectively, the “Parties”, each individually a “Party”).

RECITALS

A. Landlord and Tenant have previously entered into that certain Ground Lease dated as of March 22, 2022 (the “Lease”), pursuant to which Tenant leases a portion of the County’s real property commonly known as the Coyote Point Recreation Area, at 1651 Coyote Point Drive (the “Park”), which portion comprises the “Premises” described in the Lease, for the purpose of operating a not-for-profit science and wildlife center; and

B. Although the Park is first and foremost a regional recreation area which the County owns and maintains for the enjoyment of the public at large, Landlord and Tenant desire to continue making reasonable efforts to support one another in providing exciting and educational experiences for Tenant’s guests, patrons, and invitees at the Premises; and

C. Consistent therewith, Landlord and Tenant desire to enter into this Amendment to make certain modifications to the Lease as set forth herein.

Now, therefore, incorporating the foregoing recitals and in consideration of the mutual covenants contained in this Amendment, the Parties agree as follows:

1. Defined Terms. Each capitalized term that is not otherwise defined in this Amendment shall have the meaning as defined in the Lease.

2. Updated Exhibits. Tenant understands and agrees that: (1) Landlord’s March 2022 action to execute the Lease with Tenant, which included Landlord’s authorization for Tenant to construct New Buildings and perform Major Renovations as set forth in Section 4 and Exhibit A-1 to the Lease, required review and approval pursuant to the California Environmental Quality Act (“CEQA”); (2) in authorizing the Lease, and based on Tenant’s representation that its new/expanded facility would be built on the same location as the previously-existing facility and that its purpose and capacity would remain materially the same, the County’s Board of Supervisors determined that Tenant’s proposed expansion project qualified as exempt from further CEQA analysis pursuant to Section 15302 of the CEQA Guidelines, which allows a categorical exemption for construction of replacement structures and facilities where the new structure will be located on the same site as the structure replaced and will have the same purpose and capacity as the structure replaced; and (3) based thereon, the County’s Board of Supervisors directed the Parks Director to file a Notice of Exemption for Tenant’s expansion project as set forth in the Lease.

To the extent Tenant desires to perform or construct improvements to its Premises other than those set forth and/or identified in Section 4 or Exhibit A-1 to the Lease as approved by the County's Board of Supervisors in March 2022, Tenant shall seek Landlord's advance written consent thereto, which may be withheld at Landlord's sole discretion and such consent will only be effective if memorialized in a written amendment to the Lease approved by the County's Board of Supervisors. Tenant understands and agrees that any consent or approval by Landlord to Tenant's construction of improvements to its Premises other than those set forth and/or identified in Section 4 or Exhibit A-1 to the Lease as approved by the County's Board of Supervisors in March 2022 shall be conditioned upon Tenant's compliance with CEQA, including analysis of whether any new or additional improvements proposed by Tenant are consistent with the exemption under Section 15302 of the CEQA Guidelines which the County's Board of Supervisors approved in March 2022. Tenant shall be solely responsible for any and all analysis and cost related thereto as Landlord reasonably determines are necessary and appropriate. Tenant shall also indemnify, defend, and hold Landlord harmless from and against any and all liabilities, damages, losses, and/or claims, including all costs, attorney's fees, expenses, and liabilities incurred in defending Landlord against any CEQA-related claim, action, or proceeding.

3. Maintenance and Repair Of Fire Access Lane By Landlord. In consideration for the programming access granted by Tenant in Section 4 of this Amendment, *infra*, Landlord agrees to continue to maintain and repair, at its cost and to its standard, that portion of the fire access lane constructed by Tenant pursuant to that certain Encroachment Permit issued by Landlord to Tenant on or about March 3, 2023, which is within the Premises boundary but located outside the existing gate, in the area marked "Existing EVA Route" on Exhibit A, together with all other existing and future portions of the EVA Route outside the boundary of the Premises. Notwithstanding the foregoing, Tenant agrees that if Tenant elects to relocate the fire access gate to the Premises boundary, Tenant will assume all maintenance and repair obligations for the fire access lane on the "Premises" side of any relocated gate.

4. Programming Access. From and after the date hereof, Landlord shall have access to the Premises and certain programs and exhibits conducted by Tenant, at no cost to Landlord, subject to the following terms and conditions: (a) Landlord may arrange visits by groups designated by Landlord up to ten (10) times per calendar year, each with a maximum of fifty (50) participants. Landlord shall provide forty-five (45) days prior notice to Tenant to make arrangements for each such visit; (b) the access provided by Tenant to Landlord for access to zoo and exhibits will be self-guided, standard access; (c) for any scheduled programs, Tenant reserves the right to deny Landlord access if such programs are oversubscribed, in which case Tenant shall notify Landlord as soon as reasonably practicable following receipt of Landlord's request to attend any such programs and shall make best efforts to arrange an alternate, mutually acceptable date for attendance by Landlord's group.

5. Replacement of Landlord Facilities. Any existing facility or improvement that supports Landlord's operations or serves the public that is decommissioned or removed due to construction of a New Building or Major Renovation will be replaced in kind by Tenant at Tenant's sole cost. The replacement facility will be located as close to the original location as

possible and will be designed and constructed to Landlord's standard. Landlord will be granted reasonable opportunities to review and comment on the designs of replacement facilities.

6. Construction Staging. Subsection (n) ("Construction Staging") and Subsection (o) ("Preliminary Design Approval") are hereby added to Section 7 of the Lease as follows:

n. Construction Staging. Landlord acknowledges that Tenant's construction of New Buildings or Major Renovations, including any additional construction or renovations approved by the County, have the potential to impact Tenant's operations, and that Tenant desires to stage certain of its construction-related materials outside of the Premises to reduce those impacts. Consistent therewith, the Parties agree that Tenant may seek Landlord's permission to stage Tenant's construction material outside of the Premises during construction periods, and Landlord may—at the Parks Director's sole discretion—grant such permission to Tenant if Landlord determines that accommodating Tenant's request is feasible and/or does not disrupt Park operations. Tenant shall submit to Landlord any request to stage Tenant's construction material outside of the Premises in writing no less than sixty (60) days in advance of construction mobilization. Any request by Tenant shall include a list of materials and/or equipment to be staged, a map showing how the material will be transported to the staging location and from the staging location to the project site, an estimated duration of how long the site would be used for staging, and how the site will be secured by Tenant. Tenant agrees that it will reimburse Landlord for any costs incurred by Landlord to repair and/or restore the site after it has been used for staging if any damage results from Tenant's staging or transport of construction materials or equipment.. In addition, Tenant agrees to indemnify, and hold harmless, and defend the County and its directors, officers, employees, and agents from and against any and all loss, liability, theft, damage, or cost related to or resulting from Tenant's staging of equipment and construction materials upon or about County property, whether caused by the negligence of the County or otherwise.

o. Preliminary Design Approval. Tenant and Landlord acknowledge that the construction development process requires an investment of time and resources and that critical decisions are often made early in the design process. Accordingly, before investing such time and resources, Tenant desires to understand whether Landlord is agreeable or opposed to the key elements of Tenant's proposed future construction projects at the Premises before presenting fully developed plans and specifications for final approval. The Parties therefore agree that at the conclusion of the schematic design phase for any New Building or Major Renovation, Tenant may seek Landlord's provisional approval of the details of Tenant's plan at the schematic design phase, as set forth herein. All proposals must be consistent with Exhibit A-1. Should Tenant desire to locate New Buildings or Major Renovations in locations not consistent with Exhibit A-1, or to construct additional facilities or improvements not identified on Exhibit A-1, the Lease must be amended before the construction of said improvements may occur. Within sixty (60) days following Tenant's delivery to Landlord of schematic design drawings for any new project, Landlord shall provide written acknowledgement that Tenant has supplied Landlord with schematic design plans and provided Landlord with an opportunity to comment on those plans, and at that time Landlord shall advise Tenant of

any issues or objections to any particular elements of Tenant's project shown on such schematic design drawings; provided the Parties acknowledge that any such issues and objections may be moot by the time Tenant seeks formal approval of the project as provided for in Section 7(a) of the Lease. Tenant understands and agrees that Landlord's provisional approval of any construction project shall not be considered final approval of such project, which shall be subject to all applicable terms, conditions, and requirements of the Lease.

7. Subsection (b) of Section 9 of the Lease is hereby amended in full as follows:

b. Access and Parking. Throughout the Term, Landlord shall provide access to the Premises over and through the park entrance and Landlord's Retained Property. The Landlord shall provide Tenant, its agents, employees, contractors, members, lessees, and invitees with nonexclusive use of all standard parking spaces in and about the Premises and all other portions of the County Property, and with exclusive use of Tenant's required accessible parking spaces for the Premises. Notwithstanding anything to the contrary herein, Landlord may close the Park to public access without liability to Tenant due to labor action, construction of capital improvements to the park, natural disasters, riot, acts of war, pandemics, fire, floods, or other Acts of God. Tenant will cooperate with Landlord in the shared use of all other parking spaces at the Premises. The Parties acknowledge that a parking study may be required for any Major Construction, subject to Tenant's obligation to make any upgrades to accessible parking spaces required in connection with any Major Construction as provided in Section 7(e) above. Landlord shall cooperate with Tenant to ensure adequate physical access to the Premises, including access after regular park hours or for special events as permitted hereunder, provided, however, that any after-hours access shall be provided to Tenant at Tenant's sole cost and expense for additional Park security staff to admit after-hours park visitors to access the Premises. All special events shall be reported to the Landlord in writing at least thirty (30) days prior to such event, when practicable, with all such notice including a description of the event, number of attendees, and Tenant's arrangements for after-hours security when required by this Lease. The Parties will strive to keep open the lines of communication and to that end, will meet no less than annually to discuss events, the Entrance Parking Fee System, as discussed in Section 9a., above, and to communicate any on-going concerns. Landlord shall use good faith efforts to provide Tenant with prior written notice of any restrictions, reduction, construction, alteration or other changes to the public accessways into the park and/or the parking areas in the immediate vicinity of the Premises (with a goal of providing not less than forty-five (45) days of such prior notice, where possible), and Landlord shall use reasonable efforts to minimize any adverse impact on Tenant's use and occupancy of and parking for the Premises arising from any of the foregoing causes. The parties agree that they shall not be liable one to the other for any consequential or indirect damages, including but not limited to lost profits, which may arise from closures of the Park to public access.

Landlord further agrees that in the event that Landlord performs non-emergency work or projects in or around the Park which result in Landlord's closure of some or all of the Park, but which do not prevent access to/from the Premises or pose safety/security risks for Tenant's employees, guests, and/or invitees, Tenant may elect to continue to operate its business and remain open during any such closure(s). In such a situation where Tenant desires to remain open to its employees, guests, and/or invitees despite the Park's closure, Tenant agrees: (i) to engage (or reimburse Landlord for the cost of) security services to staff the Park entrance; (2) to inform all CuriOdyssey employees, guests, and/or invitees that Park access is restricted to only the Premises during any Park closure and that, excepting the drive lanes to and from the Premises, they are prohibited from entering other portions of the Park; and (3) to indemnify and hold harmless the County and its directors, officers, employees, and agents from and against any and all loss, liability, theft, damage, or cost related to or resulting from the failure of any CuriOdyssey employee, guest, and/or invitee to comply with these restrictions/prohibitions.

8. Insurance Waiver. Landlord hereby acknowledges and confirms that: (i) the Premises is located in an area of minimal flood hazard; and (ii) the property insurance requirements in Sections 16(a) and 16(d) of the Lease do not require Tenant to maintain earthquake insurance at the Premises. In consideration for Landlord's agreement to amend the Lease to remove the requirement that Tenant purchase and maintain flood and/or earthquake insurance, Tenant agrees not to request or seek funding from Landlord to make any repairs or conduct site restoration efforts at or to the Premises that are necessitated by a flood or earthquake if those repairs or site restoration efforts would have been otherwise funded by a flood or earthquake insurance policy. Nothing in this section prevents Tenant from seeking funding from Landlord for programming or for capital projects to building New Building or Major Renovation identified in Exhibit A-1.

9. Subsection (a)(ii) of Section 19 of the Lease is amended in full as follows:

ii. No Warranty of Condition or Suitability: As shown on Exhibit A-1, Tenant desires to locate New Buildings and/or Major Renovations immediately adjacent to the bluff edge at the northern boundary of the premises, and proposes to locate additional facilities immediately adjacent to the bluff edge at the eastern boundary of the premises. Tenant acknowledges and agrees that Landlord makes no representations or warranties as to the condition or suitability of these locations for development, and that Landlord shall not be obligated or responsible for making repairs to, or stabilizing, the bluff edge to prevent damage to New Buildings or Major Renovations resulting from land movement or erosion.

10. Food Service Operations. Subsection (vii) of Section 8 of the Lease is amended to read as follows:

vii. Landlord acknowledges and agrees that Tenant's Permitted Use hereunder includes the operation of concessions within the Building and the wildlife center (and in any New Buildings), as previously operated to date by Tenant at the Premises and/or as appropriate

for a museum, such as a bookstore, souvenir shop, vending machine(s), café service, food and drink services, and other similar related concessions, as reasonably determined by Tenant as appropriate for demand at the Premises. These concessions shall only be available to ticketed and admitted guests of Tenant, and shall only be accessible from within the gated areas of Tenant's facilities. All concessions operated by Tenant and/or Tenant's contractors/vendors shall be conducted in a safe and sanitary manner and in compliance with all applicable laws and ordinances pertaining thereto (including generally applicable laws and ordinances that may be adopted after the date of this Agreement), and Tenant shall require such compliance in its contracts with all third party caterers and other vendors providing any such services for Tenant. No persons or vendors employed in connection with any such concessions shall be considered employees of Landlord. All profits from said concessions shall inure to Tenant with no commissions or other monies due Landlord with respect to such operations other than as included in the User Fee.

11. Subsection (i) of Section 8 of the Lease is amended to read as follows:

i. Tenant may use the Premises, including any expanded areas and/or New Buildings, subject to Section 10 below, for the continued operation of its use of the Existing Facility, including, but not limited to science exhibit space, exhibit workshop, learning labs, an outdoor natural play area, inclusive playground facility, field station for observation, concessions as described in the following paragraph, together with animal exhibits and ancillary service facilities, including business offices, as well as use and rental of Premises by Tenant to third parties for (i) an unlimited number of Special Events that have no more than fifty (50) people in attendance and (ii) up to one hundred and twenty (120) Special Events that have more than fifty (50) people in attendance each calendar year during the Term of the Agreement (with this amount prorated for portions of a calendar year during the Term of the Agreement) (collectively, the "Permitted Use"). To ensure Tennent's operations and Park operations do not adversely impact one another, Parties agree to the following distribution of Special Events:

- January through April: 40 Special Events
- May through October: 50 Special Events
- November through December: 30 Special Events

12. Ratification. Except as expressly amended hereby, the terms and conditions of the Lease shall remain unmodified and in full force and effect.

13. Counterparts. This Amendment may be executed in counterparts, and in facsimile or scanned .pdf or other electronic format, each of which when executed and delivered shall be an original and all of which combined shall constitute a fully executed agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, through their officers or representatives thereunto duly authorized, as of the day and year first above written.

CURIODYSSEY, INC., a California nonprofit corporation

By: Aragon Burlingham
Aragon Burlingham, Executive Director

By: Ammotivala
Ashish Motivala, Board of Directors Chair

COUNTY OF SAN MATEO

By: _____, President
San Mateo County Board of Supervisors

Exhibit A

