

SECOND AMENDMENT TO LEASE
(1900/2000 Alameda de las Pulgas, San Mateo, CA 94403)

THIS SECOND AMENDMENT TO LEASE (this “**Second Amendment**”) dated December 19 (the “**Effective Date**”), is entered into by and between BRE ALAMEDA PROPERTY OWNER LLC, a Delaware limited liability company (“**Landlord**”), and COUNTY OF SAN MATEO, a political subdivision of the State of California (“**Tenant**”).

RECITALS:

A. Landlord (as successor in interest to Hines REIT 1900/2000 Alameda De Las Pulgas LLC, a Delaware limited liability company) and Tenant are parties to that certain 1900/2000 Alameda de las Pulgas Lease dated as of May 15, 2007 (the “**Original Lease**”), as amended by that certain First Amendment to Lease dated October 9, 2015 by and between Landlord and Tenant (the “**First Amendment**”) (collectively, the “**Lease**”), for the lease of certain premises consisting of approximately 79,221 rentable square feet (the “**Original Leased Premises**”), consisting of (1) approximately 33,493 rentable square feet commonly known as Suite 157 in the building located at 2000 Alameda de las Pulgas, San Mateo, California (the “**2000 Building**”); (2) approximately 19,795 rentable square feet commonly known as Suites 100 and 240 in the 2000 Building; (3) approximately 3,600 rentable square feet commonly known as Suites 200 and 230 in the 2000 Building; and (4) approximately 22,333 rentable square feet located on the ground floor and the first floor of the building located at 1950 Alameda de las Pulgas, San Mateo, California (the “**1950 Building**”); and certain storage space consisting of approximately 2,002 rentable square feet located in the 2000 Building (the “**Storage Space**”).

B. Landlord and Tenant desire by this Second Amendment to amend the Lease in order to, among other things, (a) expand the Original Leased Premises leased by Tenant under the Lease to include certain additional premises commonly known as Suite 280 (“**Suite 280**”), consisting of approximately 5,163 rentable square feet in the 2000 Building; (b) provide for the monthly Base Rent to be paid by Tenant for Suite 280; and (c) further amend, modify and supplement the Lease as set forth herein.

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All capitalized terms as used in this Second Amendment shall have the same meanings as set forth in the Lease unless otherwise expressly set forth herein.

2. Expansion of the Leased Premises. Effective as of the date (the “**Expansion Commencement Date**”) of Substantial Completion of the Suite 280 Improvements (as defined below), which is anticipated to be February 1, 2017, the Original Leased Premises shall be expanded to include Suite 280, as shown on the site plan attached hereto as Exhibit A and incorporated herein by this reference. For purposes of this Second Amendment, “**Substantial Completion of the Suite 280 Improvements**” shall occur upon completion of the Suite 280 Improvements (as defined in Exhibit B attached hereto), notwithstanding the fact that minor details of decoration or installation which do not materially interfere with Tenant’s use of Suite 280 (items normally referred to as punch list items) remain to be performed. Therefore, the Lease is hereby amended such that, from and after the Expansion Commencement Date, all references in the Lease to the “Leased Premises” shall mean and refer to the entirety of the space in the Original Leased Premises together with Suite 280, which is approximately a total of eighty four thousand three hundred eighty four (84,384) square feet of Rentable Area (the entirety of such space is referred to herein as the “**Expanded Premises**”).

3. Base Rent for Suite 280. Landlord and Tenant agree that in addition to paying all other Rent due under the Lease (including, without limitation, Base Rent for the Original Leased Premises and Tenant’s Proportionate Share of Basic Operating Cost for the Expanded Premises), Tenant shall pay Base Rent for Suite 280 in the following amounts and in accordance with Article 3 of the Lease:

Expansion Commencement Date – January 31, 2018:	\$14,198.25 (\$2.75 psf)
February 1, 2018 – January 31, 2019:	\$14,624.20 (approx. \$2.83 psf)
February 1, 2019 – January 31, 2020:	\$15,062.92 (approx. \$2.92 psf)

February 1, 2020 – January 31, 2021:	\$15,514.81 (approx. \$3.00 psf)
February 1, 2021 – January 31, 2022:	\$15,980.26 (approx. \$3.10 psf)
February 1, 2022 – January 31, 2023:	\$16,459.66 (approx. \$3.19 psf)
February 1, 2023 – January 31, 2024:	\$16,953.45 (approx. \$3.28 psf)
February 1, 2024 – January 31, 2025:	\$17,462.06 (approx. \$3.38 psf)
February 1, 2025 – January 31, 2026:	\$17,985.92 (approx. \$3.48 psf)
February 1, 2026 – January 31, 2027:	\$18,525.50 (approx. \$3.59 psf)
February 1, 2027 – September 30, 2027:	\$19,081.26 (approx. \$3.70 psf)

4. Tenant's Proportionate Share of Basic Operating Costs for the Expanded Premises. On the Expansion Commencement Date, Tenant's Proportionate Share shall be adjusted to reflect the Expanded Premises. The last sentence of Section 1.33 of the Original Lease is hereby deleted in its entirety and of no further force or effect.

5. Condition of Suite 280. Except as expressly provided in this Second Amendment, Tenant hereby agrees that Suite 280 shall be taken "as is", "with all faults", "without any representations or warranties." Tenant hereby acknowledges that it has had an opportunity to investigate and inspect the condition of Suite 280 and the suitability of same for Tenant's purposes, and Tenant does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of Suite 280 or the Project or the suitability of same for Tenant's purposes. Tenant acknowledges that neither Landlord nor any agent nor any employee of Landlord has made any representations or warranty with respect to Suite 280 or the Project or with respect to the suitability of either for the conduct of Tenant's business and Tenant expressly warrants and represents that Tenant has relied solely on its own investigation and inspection of Suite 280 and the Project in its decision to enter into this Second Amendment and let Suite 280 in an "as is" condition. No promise of Landlord to alter, remodel, repair, or improve Suite 280, the Original Leased Premises, the Buildings, or the Project, and no representation, express or implied, respecting any matter or thing relating to Suite 280, the Original Leased Premises, the Buildings, the Project, or this Second Amendment (including, without limitation, the condition of Suite 280, the Original Leased Premises, the Buildings or the Project) has been made to Tenant by Landlord or its broker or sales agent other than as may be contained in the Lease or this Second Amendment. Notwithstanding the foregoing, the initial construction of improvements to Suite 280 shall be in accordance with the Tenant Work Letter attached to and made a part of this Second Amendment as Exhibit B. All improvements shall be the property of Landlord, subject to Section 5.17 of the Original Lease, and upon termination of the Lease, Tenant shall deliver Suite 280 to Landlord in the condition required by Section 5.17 of the Original Lease.

6. Signage. At Landlord's sole cost and expense, Landlord shall (a) maintain building standard listings on the lobby directory for Tenant, and (b) install Building standard suite signage at the entrance to Suite 280 if requested by Tenant.

7. Estoppel. Tenant hereby certifies and acknowledges, that as of the date hereof (a) Landlord is not in default in any respect under the Lease, (b) Tenant does not have any defenses to its obligations under the Lease, (c) Landlord is not holding any security deposit under the Lease, and (d) there are no offsets against rent payable under the Lease. Tenant acknowledges and agrees that: (i) the representations herein set forth constitute a material consideration to Landlord in entering into this Second Amendment; (ii) such representations are being made by Tenant for purposes of inducing Landlord to enter into this Second Amendment; and (iii) Landlord is relying on such representations in entering into this Second Amendment.

8. Parking. During the remainder of the term of the Lease, Tenant shall be entitled to use, in addition to the parking spaces that Tenant is entitled to use under the Lease (as determined without giving effect to this Paragraph 8), seventeen (17) additional parking spaces located in the parking facility for the 2000 Building at no cost to Tenant in connection with Tenant's lease of Suite 280. The location of such reserved parking spaces shall be determined by Landlord in its sole and absolute discretion and such reserved parking spaces may be relocated from time to time by Landlord at Landlord's sole and absolute discretion.

9. Inspection by a CASp in Accordance with Civil Code § 1938. Suite 280 has not undergone inspection by a Certified Access Specialist (CASp). The foregoing verification is included in this Second Amendment solely for the purpose of complying with California Civil Code Section 1938 and shall not in any manner affect Landlord's and Tenant's respective

responsibilities for compliance with construction-related accessibility standards as provided under the Lease. Tenant hereby waives any and all rights under and benefits of California Civil Code Section 1938 and acknowledges that neither the Project nor the Expanded Premises have undergone inspection by a CASp.

10. Brokers. Tenant hereby represents and warrants to Landlord that Tenant has not entered into any agreement or taken any other action which might result in any obligation on the part of Landlord to pay any brokerage commission, finder's fee or other compensation with respect to this Second Amendment, other than to Cornish & Carey Commercial, and Tenant agrees to indemnify and hold Landlord harmless from and against any losses, damages, costs or expenses (including without limitation, attorneys' fees) incurred by Landlord by reason of any breach or inaccuracy of such representation or warranty.

11. No Other Changes. Except as expressly modified by this Second Amendment, the Lease remains unchanged and in full force and effect. In the event of any conflict between this Second Amendment and the Lease, the terms of this Second Amendment shall control. Each of Landlord and Tenant acknowledges that, to the actual knowledge of such party, the other party hereto is not in default in the performance of any of its obligations under the Lease, and that as of the Effective Date such party has no claims or setoffs of any kind.

12. Miscellaneous.

(a) Entire Agreement; Amendment. Other than the Lease, there are no agreements between the parties with respect to the matters covered by this Second Amendment, and any prior agreements and negotiations with respect to such matters are superseded and incorporated into this Second Amendment. The only way to amend or otherwise modify this Second Amendment is for the parties to sign a written instrument which expresses the intent to amend or otherwise modify this Second Amendment.

(b) Counterparts. This Second Amendment may be executed in counterparts, each of which (when delivered) shall be the same agreement. Only one fully executed counterpart need be produced in order to prove this Second Amendment. The parties may execute this Second Amendment by executing signature pages and authorizing them to be attached to the body of this Second Amendment.

(c) Waiver. No party hereto shall be deemed to have waived any material provision of this Second Amendment unless it does so in writing, and no "course of conduct" shall be considered to be such a waiver, absent such a writing.

(d) [Intentionally Omitted.]

(e) Time. Time is of the essence with respect to each provision of this Second Amendment in which time is a factor.

(f) Drafting Ambiguities. Each party and its legal counsel have reviewed and participated in the drafting of this Second Amendment. The rule of construction that any ambiguities are to be resolved against the drafting parties shall not be applicable to the construction of this Second Amendment. In the event of any inconsistency between the provisions of the Lease and the provisions of this Second Amendment, the provisions of this Second Amendment shall control.

(g) Severability; Miscellaneous. Each provision in this Second Amendment is severable if any such provision is determined to be invalid or illegal, the validity and enforceability of the remainder of this Second Amendment shall be unaffected. A reference in this Second Amendment to a "party" is a reference to any one of the parties who are named in the caption to this Second Amendment and who have executed this Second Amendment. Section and other headings are for convenience only and shall not be used to interpret any provision of this Second Amendment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the Effective Date.

“Landlord”

BRE ALAMEDA PROPERTY OWNER LLC,
a Delaware limited liability company

By: 
Name: Frank Campbell
Title: Managing Director

“Tenant”

COUNTY OF SAN MATEO,
a political subdivision of the State of California

By: _____
Name: _____
Title: President, Board of Supervisors

Attested:

By: _____
Name: _____
Title: Clerk of Said Board

EXHIBIT A
SITE PLAN OF SUITE 280

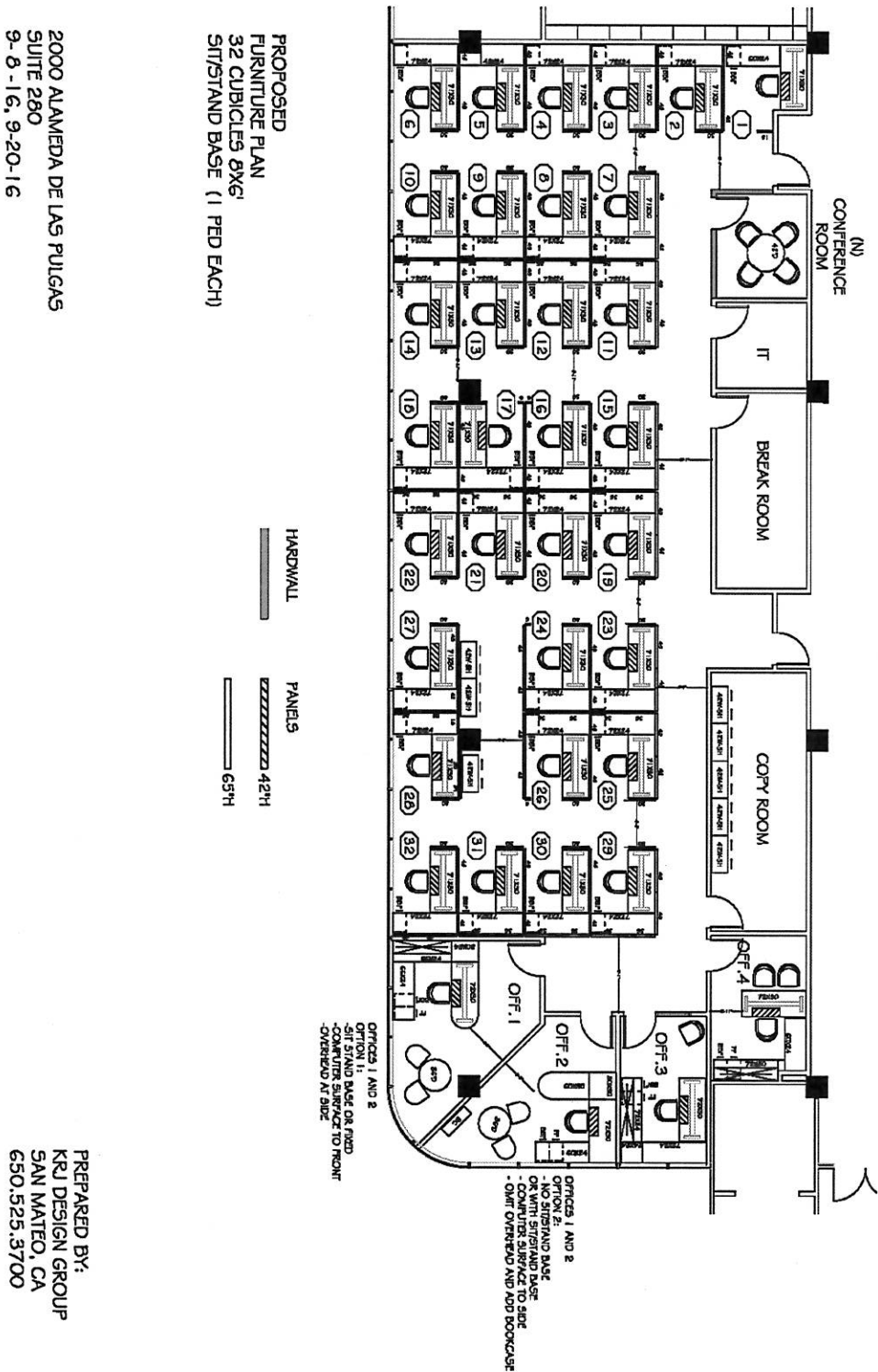


EXHIBIT B
TENANT WORK LETTER

(Landlord Build)

1. **Tenant Improvements.** Except as set forth in Paragraph 10, all improvements to be performed by Landlord to Suite 280 under the Second Amendment (the “Suite 280 Improvements”) shall be furnished and installed using new materials and Building Standard Improvements, within Suite 280 by the General Contractor (defined below) substantially in accordance with plans and specifications to be prepared by Landlord and approved by Tenant in accordance with this Exhibit B and shall be furnished and installed at the expense of Tenant, subject to the terms of this Exhibit B, including, but not limited to, Landlord’s obligation to disburse the Suite 280 Allowance (as defined in Paragraph 8.b.1 below). Capitalized terms used but not defined herein, other than the first word of a sentence and proper nouns, shall have the meanings given to them in the Second Amendment and the Lease.
2. **Condition of Suite 280.** Except as provided in this Exhibit B, Landlord shall have no obligation to Tenant with respect to the condition of Suite 280 as of the Expansion Commencement Date, subject to Landlord’s on-going repair obligations as provided in the Lease. Tenant acknowledges that Landlord has not made any warranty or representation of any kind to Tenant regarding the condition of Suite 280, except as otherwise set forth in this Exhibit B or the Second Amendment, as of the date of the Second Amendment or as to the suitability of Suite 280 for Tenant’s intended use.
3. **Architect.** Landlord shall retain KRJ Design or another architect selected by Landlord and reasonably approved by Tenant (the “Architect”) to prepare the Space Plan and the Working Drawings. The cost of preparing the Space Plan and the Working Drawings, and the mechanical, electrical and plumbing plans to be provided by the selected General Contractor’s subcontractors under a design build contract and specifications for the Suite 280 Improvements shall be paid from the Suite 280 Allowance.
4. **Space Plan.** The parties acknowledged that they have approved the space plan for the Suite 280 Improvements dated September 8, 2016 prepared by KRJ Design, a copy of which is attached to this Second Amendment as Exhibit A (the “Space Plan”). Tenant shall deliver to Landlord, in writing, all information (including all interior and special finishes, electrical requirements, telephone requirements, special HVAC requirements, and plumbing requirements) that, when combined with the Space Plan, will be sufficient to complete the Working Drawings (the “Programming Information”). The Programming Information shall be (a) consistent with the Space Plan, (b) consistent with Landlord’s requirements for avoiding aesthetic, engineering or other conflicts with the design and function of the balance of the 2000 Building (collectively, the “Landlord Requirements”), and (c) otherwise subject to Landlord’s reasonable approval. Landlord shall provide Tenant with notice approving or reasonably disapproving the Programming Information within five (5) business days after the later of Landlord’s receipt thereof or the mutual execution and delivery of this Second Amendment. If Landlord disapproves the Programming Information, Landlord’s notice of disapproval shall describe with reasonable specificity the basis for such disapproval and Tenant shall modify the Programming Information and resubmit it for Landlord’s approval. Such procedure shall be repeated as necessary until Landlord has approved the Programming Information. Such approved Programming Information shall be referred to herein as the “Approved Programming Information.” Tenant shall cause the Programming Information to be prepared, delivered to Landlord, and approved by Landlord in accordance with this Paragraph 4 not later than five (5) business days after the mutual execution and delivery of this Second Amendment. If requested by Tenant, Landlord, in its sole and absolute discretion, may assist Tenant, or cause the Architect and/or other contractors or consultants of Landlord to assist Tenant, in preparing all or a portion of the Programming Information; provided, however, that, whether or not the Programming Information is prepared with such assistance, Tenant shall be solely responsible for the timely preparation and delivery of the Programming Information and for all elements thereof and, subject to Paragraph 8.b below, all costs relating thereto.
5. **Working Drawings.** Landlord shall cause the Architect to prepare working drawings and specifications (collectively, the “Working Drawings”) for the Suite 280 Improvements that

are consistent with the Space Plan and the Approved Programming Information and will include, without limitation, demolition plans (if applicable), finish schedules, telephone/electric plans, reflected ceiling plan, finish plans for walls and floors, miscellaneous elevations and floor details. Landlord shall deliver or cause delivery of the Working Drawings to Tenant, whereupon Tenant shall have three (3) business days to return to Landlord the Working Drawings marked "Approved," "Approved as Noted" or "Disapproved as Noted, Revise and Resubmit." Tenant shall only have the right to reasonably disapprove those aspects of the Working Drawings that are not consistent with the Space Plan and the Approved Programming Information. If the Working Drawings are returned to Landlord marked "Disapproved as Noted, Revise and Resubmit," Landlord shall cause the Architect to revise such Working Drawings (but only to the extent they are inconsistent with the Space Plan and the Approved Programming Information), taking into account the reasons for Tenant's disapproval to the extent commercially reasonable. Landlord shall deliver the revised Working Drawings to Tenant for review, whereupon Tenant shall have three (3) business days after receipt of such revised Working Drawings to so approve them (if Tenant fails to notify Landlord of its approval within such three (3) business day period, Tenant shall be deemed to have approved the revised Working Drawings). Upon approval of the Working Drawings, Landlord may thereafter commence the bidding process for the Suite 280 Improvements. At Landlord's election, Landlord and Tenant shall both acknowledge approval of the Working Drawings by signing each sheet of the Working Drawings.

6. Contractor/Cost Proposal.

a. The contractor that shall construct the Suite 280 Improvements shall be a contractor designated by Landlord. The contractor selected may be referred to herein as the "General Contractor").

b. After the Working Drawings are signed by Landlord and Tenant, Landlord shall provide Tenant with a cost proposal in accordance with the approved Working Drawings, which cost proposal shall include, as nearly as possible, the cost of all Suite 280 Allowance items to be incurred by Tenant in connection with the design and construction of the Suite 280 Improvements (the "Cost Proposal"). Tenant shall approve and deliver the Cost Proposal to Landlord within five (5) business days of the receipt of the same, or Tenant shall request that certain components of the approved Working Drawings be value-engineered and rebid. After approval of the Cost Proposal by Tenant, Landlord shall be released by Tenant to purchase the items set forth in the Cost Proposal and to commence the construction relating to such items. The date by which Tenant must approve and deliver the Cost Proposal to Landlord shall be known hereafter as the "Cost Proposal Delivery Date".

7. Administration of Work. Landlord shall administer the construction of the Suite 280 Improvements in accordance with the approved and acknowledged Working Drawings; provided, however, that Landlord shall not be required to install any Suite 280 Improvements that do not conform to the plans and specifications for the Project, or conflict with elements of the Project, or do not conform to any applicable regulations, laws, ordinances, codes and rules. All Suite 280 Improvements shall be constructed by the General Contractor, with the exception of the items listed in Paragraph 10, all of which shall be constructed, installed or provided by Tenant. Landlord shall use commercially reasonable efforts to complete such punchlist and corrective work within thirty (30) days of Substantial Completion of the Suite 280 Improvements.

8. Fees and Expenses.

a. **Reimbursement.** Tenant shall pay to Landlord, subject to the terms of Paragraph 8.b within thirty (30) days after billing by Landlord all amounts, if any, payable by Tenant for the cost and expenses in connection with the Architect's preparation of the Working Drawings and construction of the Suite 280 Improvements, which costs shall include, without limitation, all building permit fees, but subject to the terms of Paragraph 4, reasonable and actual premiums for insurance and bonds.

b. **Suite 280 Allowance.**

1. Generally. Landlord shall provide a total of One Hundred Three Thousand Two Hundred Sixty and No/100 Dollars (\$103,260.00), as such

amount may be increased pursuant to Paragraph 8.b.2 below (such amount, the “Suite 280 Allowance”), which amount Landlord shall apply towards payment for the preparation of the Space Plan and Working Drawings and construction of the Suite 280 Improvements in accordance with Paragraph 8.a of this Exhibit B. The obligation of Landlord to make one or more payments pursuant to the provisions of this Paragraph 8 or to proceed with the construction of the Suite 280 Improvements shall be suspended without further act of the parties during any such time as there exists an Event of Default under the Lease or any event or condition which, with the passage of time or the giving of notice or both would constitute such an Event of Default. Landlord shall disburse the Suite 280 Allowance in its entirety prior to seeking reimbursement from Tenant for the costs of preparing the Space Plan and the Working Drawings and construction of the Suite 280 Improvements in accordance with Paragraph 8.a. If, by reason of any breach by Tenant of its obligations under this Tenant Work Letter, the entire Suite 280 Allowance is not used by December 31, 2017, the unused portion thereof shall revert to Landlord and Tenant shall have no further right thereto. Nothing in this Paragraph 8 shall affect the obligations of Tenant under the Lease with respect to any alterations, additions and improvements within the Leased Premises, including, without limitation, any obligation to obtain the prior written consent of Landlord thereto.

2. Use of Existing Allowance. Notwithstanding any contrary provision of the Lease or this Amendment, Tenant, upon 10 days’ written notice to Landlord from time to time, may (a) reduce the “Allowance,” as such term is defined in Section 5 of the First Amendment (the “**Existing Allowance**”), by the amount of any unused portion thereof specified by Tenant, and (b) increase the Suite 280 Allowance by the amount of such reduction. For the avoidance of doubt, and subject to the preceding sentence, Landlord shall not use the Existing Allowance to pay for any Suite 280 Improvements.

c. **Landlord’s Fee.** Landlord shall be entitled to receive a fee for the supervision of the General Contractor in an amount equal to three percent (3%) of the hard costs of constructing the Suite 280 Improvements in Suite 280, which amounts Landlord may deduct from the Suite 280 Allowance.

9. [Intentionally Omitted.]

10. **Tenant Work to be Installed by Tenant.**

a. Landlord shall not be responsible for causing the installation or advancing costs of installation of the following, which Tenant shall install or cause to be installed at its cost and expense:

- A. furniture, fixtures, and equipment;
- B. audio-visual equipment;
- C. interior security systems; and
- D. telephone and data equipment and wiring,

all of which Tenant shall cause to be furnished and installed at Tenant’s sole cost and expense in a manner that conforms with the General Contractor’s schedule, and the work of installation shall be handled in such a manner so as to maintain harmonious labor relations and will not interfere with or delay the work of the General Contractor. No portion of the work to be performed by the General Contractor shall be dependent upon completion of any work of construction or installation to be performed by Tenant under this Paragraph 10, and the work to be performed by the General Contractor shall have priority over any work to be performed by Tenant. Tenant’s contractors, subcontractors and labor shall be subject to approval by Landlord, not to be unreasonably withheld, conditioned or delayed, and shall be subject to the administrative supervision of Landlord or the General Contractor and rules of the site. Contractors and subcontractors engaged by Tenant shall take the necessary steps to insure, so far as may be possible, the progress of the work to be performed under this Paragraph without interruption on account of strikes, work stoppage or similar causes for delay. In the event that

Tenant's contractors or subcontractors do not promptly cause any pickets to be withdrawn and all other disruptions to the operations of the 2000 Building promptly to cease, or in the event that Landlord notifies Tenant that Landlord has concluded that picketing or other disruptive activities are an imminent threat, Tenant shall immediately withdraw from the job all of its contractors or subcontractors involved in the dispute. Any delay caused to the General Contractor attributable to Tenant or its contractors or subcontractors for installing or furnishing the items listed in subclauses A through D of Paragraph 10.a shall, after written notice to Tenant constitute Tenant's Delay and Tenant shall be obligated to pay all costs and expenses incurred by Landlord in connection therewith. No portion of any work to be performed by Tenant shall be taken into account in determining whether or not the Suite 280 Improvements are Substantially Complete.

b. Tenant shall require that each of its contractors and subcontractors maintain commercial general liability insurance in an amount of not less than Three Million Dollars (\$3,000,000.00) on a combined single limit basis and all workers compensation insurance required by law.

c. Landlord shall provide access and entry to Suite 280 to Tenant at times consistent with Landlord's schedule for the work, subject to all the terms and conditions of the Second Amendment, the Lease and this Exhibit B. Upon and following any entry into Suite 280 by Tenant prior to the Expansion Commencement Date, Tenant shall perform all of the obligations of Tenant applicable under the Second Amendment and the Lease with respect to Suite 280 (except the obligation to pay Base Rent and Tenant's Proportionate Share of Basic Operating Cost), including, without limitation, obligations pertaining to insurance, indemnity, compliance with laws and hazardous materials. In addition to the indemnity obligations of Tenant under the Lease, Tenant shall indemnify, defend and protect Landlord and hold Landlord harmless of and from any and all claims, proceedings, loss, cost, damage, causes of action, liabilities, injury or expense arising out of or related to claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the presence in the Premises or the Project of Tenant's contractors or representatives or the activities of Tenant or its contractors or representatives in or about Suite 280 or the Project during the construction period, such indemnity to include, but without limitation, the obligation to provide all costs of defense against any such claims, unless the same is caused by the gross negligence or willful misconduct of Landlord or its contractors or agents.

11. **Tenant's Delay.** If Landlord shall be delayed in Substantial Completion of the Suite 280 Improvements as a result of:

a. Tenant's failure to cause the Programming Information to be prepared and approved by Landlord pursuant to the requirements of Paragraph 4, and to approve the Working Drawings pursuant to the requirements of Paragraph 5; or,

b. Tenant's change(s) in the Space Plan, Programming Information or Working Drawings after Tenant approves the same, provided that Tenant shall not change the Span Plan, Approved Programming Information or Working Drawings without the consent of Landlord, which consent shall not be unreasonably withheld unless such change could reasonably be expected to delay Substantial Completion; or,

c. Tenant's request for materials, finishes or installations other than Building Standard Improvements which require a longer time than Building Standard Improvements to complete; or,

d. Tenant's failure to comply with Landlord's contractor's or subcontractor's schedule; or,

e. An Event of Default by Tenant under the Lease or the existence of any event or condition which, with the passage of time or the giving of notice or both would constitute such an Event of Default; or,

f. Delays caused by Tenant in construction, (all of the foregoing being referred to herein collectively as "Tenant's Delay"),

then Tenant shall pay to Landlord, as Additional Rent, one day's Gross Rent (as defined in Section 1.15 of the Lease) for Suite 280 for each day of Tenant's Delay. In addition, and

notwithstanding any provision to the contrary contained in the Lease, if Substantial Completion of the Suite 280 Improvements is delayed due to Tenant's Delay, the Expansion Commencement Date shall be the earlier of the date of Substantial Completion of the Suite 280 Improvements or the date when Substantial Completion of the Suite 280 Improvements would have occurred if there had been no Tenant's Delay. Tenant acknowledges that the length of any Tenant Delay is to be measured by the duration of the delay in Substantial Completion of the Suite 280 Improvements caused by the event or conduct constituting Tenant's Delay, which may exceed the duration of such event or conduct due to the necessity of rescheduling work or other causes. Notwithstanding anything contained herein to the contrary, Substantial Completion of the Suite 280 Improvements shall not be delayed due to Tenant's failure to complete its work pursuant to Paragraph 9.