
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 19, 2024

EXPONENT, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

0-18655
(Commission File Number)

77-0218904
(IRS Employer
Identification No.)

149 Commonwealth Drive
Menlo Park, California
(Address of Principal Executive Offices)

94025
(Zip Code)

Registrant's Telephone Number, Including Area Code: 650 326-9400

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	EXPO	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.



Item 1.01 Entry into a Material Definitive Agreement.

On June 19, 2024, Exponent, Inc. (the “Company”) received a fully executed and countersigned notice of election to extend its commercial land lease with the State of Arizona (the “Notice of Election”). Pursuant to the Notice of Election, the Company agreed to extend the lease for 15 years beginning on January 17, 2028. The Company is currently obligated to make payments under the lease of \$1,009,000 per year, which obligation will continue at that level until January 16, 2028. Beginning on January 17, 2028, the Company’s payments under the lease will increase to approximately \$6,183,000 per year for the 15-year extension term with adjustments to the annual rent payment in 2033 and 2038 based on the consumer price index.

The foregoing description of the Notice of Election is only a summary of the material terms, does not purport to be a complete description of the rights and obligations of the parties thereunder, and is qualified in its entirety by reference to the full text of the Notice of Election, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K is hereby incorporated into this Item 2.03 by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibit Number	Description
10.1	Notice of Election to Extend Lease
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EXPONENT, INC.

Date: June 24, 2024

By: /s/ Richard L. Schlenker
Richard L. Schlenker
Executive Vice President, Chief Financial Officer, and Corporate
Secretary

June 5, 2024

Arizona State Land Department
1110 W Washington Street
Phoenix, Arizona 85007
Attention: James Perry
Deputy State Land Commissioner

Re: Notice of election to extend the Lease term under that certain Commercial Lease No. 03-53542 dated January 17, 1998 (the "Lease"), by and between Failure Analysis Associates, Inc., as predecessor-in-interest to Exponent of Delaware Inc., a Delaware corporation ("Lessee") and the State of Arizona, acting by and through the Arizona State Land Department ("Lessor")

Dear Mr. Perry:

Under Section 3.2 of the Lease, Lessee has the right to extend the Lease for two (2) periods of fifteen (15) years each for a total extension period not to exceed thirty (30) years by delivering written notice to Lessor. This letter shall serve as formal written notice that Lessee hereby elects to extend the Lease for the initial extension period of fifteen (15) years (the "First Extension Period") on the terms and conditions set forth in the Lease and this letter. Capitalized terms used and not otherwise defined in this letter shall have the same meaning as set forth in the Lease.

In connection with Lessee's exercise of its option, Lessee and Lessor wish to clarify the following:

1. In accordance with Section 3.2 of the Lease, ASLD has obtained a new appraisal to determine the Fair Market Value of the Parcel as of the Expiration Date. Based on such appraisal, annual Base Rent for the First Extension Period shall be \$6,183,325. Base Rent shall be adjusted every five (5) years during the First Extension Period in the manner provided in Article 4.3(d), commencing on the first Date of Determination of the First Extension Period.
 2. Lessor and Lessee agree that Section 4.4 of the Lease does not apply following the expiration of the initial term. Accordingly, during the First Extension Period, no additional rent shall be due if Lessee makes additional Improvements.
 3. Pursuant to Section 9.5 of the Lease, Lessee has the right to remove all Improvements constructed on the Property by Lessee. Lessee agrees that if requested by Lessor in writing at least one hundred eighty (180) days prior to the expiration or termination of the Lease, Lessee shall remove all vertical improvements on the Parcel, but Lessee shall have no obligation
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to remove other Improvements such as paving or underground utilities. If Lessor notifies Lessee that all vertical improvements are to be removed, or if Lessee elects to remove such improvements notwithstanding the fact that Lessor has not delivered such notice, Lessees shall have until ninety (90) days after expiration of the Lease to remove the Improvements.

Please sign and return the enclosed copy of this letter to evidence your agreement with the terms hereof.

Sincerely,

EXPONENT OF DELAWARE INC.,
a Delaware corporation

/s/ Richard L. Schlenker

By: Richard L. Schlenker
Its: Executive Vice President and
Chief Financial Officer

ACKNOWLEDGED AND AGREED:

STATE OF ARIZONA, by and through
the Arizona State Land Department

/s/ James W. Perry

By: James W. Perry
Its: Deputy Commissioner
