

EIGHTH AMENDMENT TO TOLLING AGREEMENT
4220 Network Circle

This Eighth Amendment to Tolling Agreement (the “**Eighth Amendment**”), dated as of the date all parties sign this Eighth Amendment, is entered into by and among Agnews VOP, LLC, a California limited liability company (the “**Applicant**”) and the City of Santa Clara, a chartered California municipal corporation (“**City**”). Applicant and the City are individually referred to herein as a “**Party**”, and collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the Applicant owns and/or is authorized to submit a development application by the owner of those certain real properties totaling approximately 52.9 acres located at 4220 Network Circle, in Santa Clara, California as legally described on **Exhibit A** (the “**Property**”);

WHEREAS, on September 20, 2023, the Applicant submitted a preliminary application and on September 25, 2023 paid the associated fees for the development of 594 multifamily residential project including 20% low income units (the “**Preliminary Application**”) pursuant to the provision of the Housing Accountability Act (Gov. Code § 65589.5) (the “**HAA**”) known as the Builder’s Remedy (the “**BR Project**”);

WHEREAS, on October 25, 2023, the City indicated its position that Government Code Section 65589.5, subdivision (d)(5) does not apply to the BR Project;

WHEREAS, the Applicant maintains the Preliminary Application vests the then-existing City housing element status, general plan, and code requirements pursuant to the Housing Crisis Act of 2019 (“**SB 330**”), and the Preliminary Application indicated the Applicant’s intention to rely on the State Density Bonus Law (Gov. Code § 65915) (“**SDBL**”);

WHEREAS, the Parties therefore dispute the applicability of Government Code Section 65589.5, subdivision (d)(5), to the BR Project (the “**Builder’s Remedy Dispute**”);

WHEREAS, on August 16, 2024, the Applicant requested a refund of fees associated with a General Plan amendment and rezoning previously paid under protest;

WHEREAS, on August 30, 2024, the City issued a letter stating that it “is not inclined at this time to refund the fees for the General Plan amendment or rezoning applications”;

WHEREAS, on October 9, 2024 (the “**Effective Date of the Tolling Agreement**”), the Parties entered into a Tolling Agreement to toll the running of any and all litigation filing and/or service deadlines related to the Property and the BR Project;

WHEREAS, the Tolling Agreement provided a ninety (90) day term from the Effective Date of the Tolling Agreement, which would have elapsed on January 7, 2025;

WHEREAS, on December 17, 2024, the Parties executed the First Amendment to Tolling Agreement, continuing the tolling of certain deadlines for an additional ninety (90) days, which will elapse on April 7, 2025;

WHEREAS, on March 28, 2025, the Parties executed the Second Amendment to Tolling Agreement, continuing the tolling of certain deadlines for an additional sixty (60) days, which will elapse on June 7, 2025;

WHEREAS, on June 6, 2025, the Parties executed the Third Amendment to Tolling Agreement, continuing the tolling of certain deadlines for an additional ninety (90) days, which will elapse on September 4, 2025;

WHEREAS, on August 28, 2025, the Parties executed the Fourth Amendment to Tolling Agreement, continuing the tolling of certain deadlines for an additional ninety (90) days, which will elapse on December 3, 2025;

WHEREAS, on November 15, 2025, the Parties executed the Fifth Amendment to Tolling Agreement, continuing the tolling of certain deadlines for an additional ninety (90) days, which will elapse on March 3, 2026;

WHEREAS, on February 13, 2026, the Parties executed the Sixth Amendment to Tolling Agreement, continuing the tolling of certain deadlines for an additional ninety (90) days, which will elapse on June 1, 2026;

WHEREAS, on May 27, 2026, the Parties executed the Seventh Amendment to Tolling Agreement, continuing the tolling of certain deadlines for an additional thirty (30) days, which will elapse on July 1, 2026;

WHEREAS, the Parties continue to engage in productive discussions regarding the Builder's Remedy Dispute and potential approaches for processing the BR Project while the Parties reserve all rights to their respective positions in the Builder's Remedy Dispute, and the Parties wish to continue to toll certain deadlines for an additional ninety (90) days;

WHEREAS, Section 11 of the Tolling Agreement provides that the Tolling Agreement may be modified pursuant to a written instrument duly executed by the Parties;

Now therefore, with reference to the foregoing recitals, which are incorporated into this Eighth Amendment, and for good and valuable consideration, sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Term.** The final sentence of Section 1 of the Tolling Agreement is hereby amended and restated in its entirety as follows:

The term of this Agreement shall be from the Effective Date until (i) seven hundred twenty (720) days after the Effective Date (October 1, 2026); or (ii) thirty (30) days following the written cancellation by one of the Parties.

2. **Status of the Tolling Agreement.** Except as modified by this Eighth Amendment, the terms and provisions of the Tolling Agreement, as amended through the Sixth Amendment, remain in full force and effect.

3. **Counterparts.** This Eighth Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Eighth Amendment. Signatures provided by facsimile or electronic image shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set forth herein.

CITY OF SANTA CLARA,
a California Chartered Municipal Corporation

By: 
DocuSigned by:
3FEAC9DC77B14CA
Name: Glen R. Googins
Title: City Attorney

Dated: 6/30/2026 | 2:23 PM PDT, 2026

Holland and Knight LLP on behalf of

Agnews VOP, LLC
a California limited liability company

By: 
Signed by:
8574A2F0E5A0428...
Name: Tamsen Plume
Holland & Knight LLP

Dated: 6/30/2026 | 5:19 PM EDT, 2026