

**AMENDMENT NO. 1
TO THE REIMBURSEMENT AGREEMENT
FOR SPECIFIC PLANNING AND ENVIRONMENTAL PLANNING SERVICES
FOR THE PATRICK HENRY DRIVE SPECIFIC PLAN**

PREAMBLE

This agreement (“Amendment No. 1”) is entered into by and among the City of Santa Clara, California, a chartered California municipal corporation (City) and CLPF – 2901 Patrick Henry, L.P., Pearlman Himy, I LP, Patrick Henry Recovery Acquisition LLC, 3055 Patrick Henry Development LLC, 4590 Patrick Henry LLC, International Asset Holding Company, Drawbridge 4600 Patrick Henry, LLC, Bigler Trusts, Pactron, Dollinger Patrick Henry Associates, and Marriott Center Owners Association (collectively, “Applicants”). City and any of the Applicants may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. Several of the Parties previously entered into an agreement entitled “Reimbursement Agreement for Specific Planning and Environmental Planning Services for the Patrick Henry Drive Specific Plan,” dated July 17, 2018 (“Agreement”); and
- B. The Parties entered into the Agreement for the purpose of having Applicants fund the preparation of a Specific Plan for the Patrick Henry Drive plan area and the Parties now wish to amend the Agreement to recognize changes in developer interests, incorporate Amendment Nos. 1, 2, and 3 to the Professional Services Agreement with Moore, Iacofano & Goltsman, Inc. as part of the Service Agreement, include additional consultant costs for the Pump Station Analysis, and update the cost allocation for each Party to this agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Marriott Center Owners Association is hereby added as a Party to the Reimbursement Agreement and subject to the rights and responsibilities therein.
- 2. 4590 Patrick Henry LLC is hereby added as a Party to the Reimbursement Agreement and replaces all rights and responsibilities previously assigned to The Sobrato Organization.
- 3. Attachment A, entitled “Agreement for Services Between the City of Santa Clara, California, and Moore Iacofano Goltsman, Inc.” dated August 31, 2018, is hereby appended with the attached Amendment Nos. 1, 2 and 3, and references to the “Service Agreement” in the Agreement shall now be interpreted as including such Amendment Nos. 1, 2, and 3.

4. The City is utilizing Woodard and Curran to perform sewer modeling and a pump station analysis. These services and related costs are hereby incorporated into the Reimbursement Agreement as Amended as eligible consultant costs.
5. The allocation of costs for all Parties to this Agreement is hereby updated by replacing Attachment B, entitled “Patrick Henry Drive Owners Cost Allocation Table” with the attached “Patrick Henry Drive Owners Cost Allocation Table Revision 4.”
6. Article VI, Section G, of the Agreement, entitled “Notices” is amended to read as follows:

“Any notice required to be given to Applicants shall be deemed to be duly and properly given if mailed to Applicants, postage prepaid, addressed to:

<p>CLPF – 2901 Patrick Henry, L.P. 701 8th Street, NW, Suite 800 Washington, DC. 20001</p> <p>and by email at: timothy.bright@clarionpartners.com</p>	<p>Pearlman Himy I LP 411 Borel Avenue, Suite 100 San Mateo, CA 94402</p> <p>and by email at: Zack.Pearlman@pearlmanprop.com</p>
<p>Patrick Henry Recovery Acquisition LLC 5796 Armada Drive, Suite 375 Carlsbad, CA 92008</p> <p>and by email at: cjanson@raintree.us.com</p>	<p>3055 Patrick Henry Development LLC 950 Tower Lane, Suite 870 Foster City, CA 94404</p> <p>and by email at: lwu@zlproperties.com</p>
<p>4950 Patrick Henry LLC 101 California Street, Suite 950 San Francisco, CA 94111</p> <p>and by email at ipark@walnuthillgroup.com</p>	<p>International Asset Holding Company 3118 Patrick Henry Drive Santa Clara, CA 95054</p> <p>and by email at: Lynn.lin@o2micro.com</p>
<p>Drawbridge 4600 Patrick Henry, LLC Three Embarcadero Center, Ste 2310 San Francisco, CA 94111</p> <p>and by email at: bdoyle@drawbridgerealty.com</p>	<p>Bigler Trusts 730 Morningside Drive Los Altos, CA 94022</p> <p>and by email at: RBigler7@gmail.com</p>
<p>Pactron 3000 Patrick Henry Drive Santa Clara, CA 95054</p> <p>and by email at: john_choe@pactroninc.com</p>	<p>Dollinger Patrick Henry Associates 555 Twin Dolphin Drive, Suite 600 Redwood City, CA 94065</p> <p>and by email at: mhelenius@dollingerproperties.com</p>

Marriott Center Owners Association 225 W Santa Clara St, Fl 10, Ste 1000 San Jose, CA 95113 and by email at: Chris.Walter@colliers.com	
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or personally delivered to Applicants at such address or at such other addresses as Applicants may designate in writing to City.

Any notice required to be given City shall be deemed to be duly and properly given if mailed to City, postage prepaid, addressed to:

City of Santa Clara
Attention: John Davidson, Principal Planner
1500 Warburton Avenue
Santa Clara, CA 95050

or personally delivered to City at such address or at such other addresses as City may designate in writing to Applicants.”

7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

[Signatures on following pages]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

CLPF – 2901 PATRICK HENRY, L.P.

a Delaware limited partnership

Dated: _____

By (Signature): _____

Name: Timothy W. Bright

Title: Authorized Signatory

Principal Place of Business Address: 701 8th Street, NW, Suite 800
Washington, DC. 20001

Email Address: Timothy.bright@clarionpartners.com

Telephone: (202) 879-9494

Fax: ()

“APPLICANT”

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[Additional Applicant Signatures on Following Pages]

Pearlman Himy I LP
a California limited liability company

by its General Partner:

Pearlman Himy, I LLC,
a California limited liability company

Dated: _____
By (Signature): _____
Name: Zachary Pearlman
Title: Manager
Principal Place of Business Address: 411 Borel Ave, Suite 100
San Mateo, CA 94402
Email Address: Zack.Pearlman@pearlmanprop.com
Telephone: (650) 520-0789
Fax: (888) 406-3159

“APPLICANT”

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[Additional Applicant Signatures on Following Pages]

Patrick Henry Recovery Acquisition LLC
a Delaware limited liability company

Dated: _____
By (Signature): _____
Name: Jon Shumaker
Title: Authorized Signatory
c/o RainTree Investment Corporation
Principal Place of Business Address: 5796 Armada Drive, Suite 375
Carlsbad, CA 92008
Email Address: cjanson@raintree.us.com
Telephone: (602) 955-1375
Fax: ()

“APPLICANT”

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[Additional Applicant Signatures on Following Pages]

3055 Patrick Henry Development LLC
a California limited liability company

Dated: _____
By (Signature): _____
Name: Lin Wu on behalf of Z&L Properties, Inc.
Title: President
Principal Place of Business Address: 950 Tower Lane, Suite 870
Foster City, CA 94404
Email Address: lwu@zlproperties.com, jxie@zlproperties.com
Telephone: (650) 294-0526, (650) 645-0378
Fax: (650) 627-4165

“APPLICANT”

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[Additional Applicant Signatures on Following Pages]

4590 Patrick Henry LLC
a Delaware limited liability company

by:
Walnut Hill Capital, LLC,
its sole manager

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of Business Address: 101 California Street, Suite 950
San Francisco, CA 94111
Email Address: _____
Telephone: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx
"APPLICANT"

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[Additional Applicant Signatures on Following Pages]

International Asset Holding Company
a Cayman Island company

Dated: _____
By (Signature): _____
Name: Sterling Du
Title: Director
Principal Place of Business Address: 3118 Patrick Henry Drive
Santa Clara, CA 95054
Email Address: Lynn.lin@o2micro.com
Telephone: (408) 987-5920
Fax: (408) 987-5929

“APPLICANT”

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[Additional Applicant Signatures on Following Pages]

Drawbridge 4600 Patrick Henry, LLC
a Delaware limited liability company

Dated: _____
By (Signature): _____
Name: Charlie McEachron
Title: COO
Principal Place of Business Address: Three Embarcadero Center, Suite 2310
San Francisco, CA 94111
Email Address: cmceachron@drawbridgerealty.com
Telephone: (415) 391-8340
Fax: N/A

“APPLICANT”

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[Additional Applicant Signatures on Following Pages]

Bigler Trusts

Dated: _____
By (Signature): _____
Name: Robert Bigler
Title: Owner/Manager
Principal Place of Business Address: 730 Morningside Drive
Los Altos, CA 94022
Email Address: Rbigler7@gmail.com
Telephone: (408) 691-2415
Fax: N/A

“APPLICANT”

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[Additional Applicant Signatures on Following Pages]

PACTRON
a California Corporation

Dated: _____
By (Signature): _____
Name: Sriram Iyer
Title: President & CEO
Principal Place of Business Address: 3000 Patrick Henry Drive
Santa Clara, CA 95054
Email Address: John_choe@pactronic.com,
ravi_iyer@pactronic.com
Telephone: (408) 329-5505
Fax: (408) 747-1239

"APPLICANT"

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[Additional Applicant Signatures on Following Pages]

Dollinger Patrick Henry Associates
a California Limited Partnership

Dated: _____
By (Signature): _____
Name: David Dollinger
Title: General Partner
Principal Place of Business Address: 555 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065
Email Address: mhelenius@dollingerproperties.com
Telephone: (650) 508-8666
Fax: (650) 508-8686

“APPLICANT”

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[Additional Applicant Signatures on Following Page]

Marriott Center Owners Association
a California corporation

Dated: _____
By (Signature): _____
Name: Chris Walter
Title: Senior Property Manager
Principal Place of Business Address: 225 W Santa Clara St, 10th Floor, Suite 1000
San Jose, CA 95113
Email Address: chris.walter@colliers.com
Telephone: (408) 503-1208
Fax: N/A

“APPLICANT”

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