

**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103**

Recording Requested by:

Office of the City Attorney
City of Santa Clara
1500 Warburton Street
Santa Clara, California 95050

When Recorded, Mail to:

Legend SantaClara LLC
341 Cobalt Way, Suite 208
Sunnyvale, CA 94085

And

Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
For Units, 225,303,323,422,427

**AMENDMENT NO. 1
TO THE AFFORDABLE HOUSING AGREEMENT
by and between the
CITY OF SANTA CLARA, CALIFORNIA,
AND
LEGEND, SANTA CLARA, LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation, (City), Legend SantaClara, LLC (the Developer). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment."

RECITALS

- A. The Parties previously entered into an agreement entitled "Affordable Housing Agreement", dated May 22, 2018 (the "Original Agreement") which was recorded with Santa Clara County on June 26, 2018 (Recording Number 23964104); and
- B. The Parties entered into the Original Agreement for the purpose of having Developer provide five (5) Below Market Purchase (BMP) units designated as Units 225, 303, 323, 422, and 427, and
- C. The Parties now wish to amend the Original Agreement to update BMP Unit sales prices in Section 1.b.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That paragraph 1. b of Section entitled "Agreement Provisions-Developer Obligations" of the Original Affordable Housing Agreement is hereby amended to read as follows:

- b. The BMP Units shall be sold at the following Affordable Sales Price:
 - ii. Unit #225, 1 bedroom/ and 1 Bath, Plan 1A-ALT2 \$401,000- 100%
 - iii. Unit #427, 1 bedroom/ and 1 Bath, Plan 1A-ALT3 \$401,000- 100%
 - iv. Unit #303, 2 bedroom/ and 2 Bath, Plan 2A-ALT6 \$441,000- 90%
 - v. Unit #323, 2 bedroom/ and 2 Bath, Plan 2A-ALT7 \$451,000- 100%
 - vi. Unit #422, 2 bedroom/ and 2 Bath, Plan 2B-ALT \$509,000 - 110%

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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: _____

Office of the City Attorney
City of Santa Clara

Office of the City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

Developer Name

Legend, SantaClara, LLC

Dated: 09/29/2022

By (Signature): [Signature]

Name: Ying Chen

Title: Manager

Principal Place of
Business Address: 341 Cobalt Way, Suite 208, Sunnyvale, CA 94085

Email Address: accounting@legendusa.com

Telephone: (669) 209-2988

Fax: ()

"DEVELOPER"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } SS:

On 09-29-2022 before
me, Krisztina Cooksey

FOR NOTARY SEAL OR STAMP

a Notary Public, personally appeared YING CHEN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature Krisztina Cooksey

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA } ss:
COUNTY OF _____

On _____ before
me,

FOR NOTARY SEAL OR STAMP

a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies) and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of
the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature _____