

**AMENDMENT NO. 2  
TO THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN  
CITY OF SANTA CLARA,  
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
AND  
REPUBLIC METROPOLITAN, LLC**

This agreement ("Amendment No. 2") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, ("Effective Date") by and between the City of Santa Clara, a municipal corporation ("City"), the Santa Clara Valley Transportation Authority ("VTA") and k, a Delaware limited liability company ("Developer") herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Exclusive Negotiation Agreement" dated February 6, 2018 ("Agreement"); and
- B. The Parties entered into the Agreement for the purpose of establishing procedures and standards for the negotiation by the City, VTA and the Developer of a disposition and development agreement (the "DDA") and ground lease pursuant to which the Developer would conduct specified development activities related to the Property;
- C. The Agreement provided for a negotiating period of twelve (12) months with an option for an extension of an additional six (6) months, subject to the discretion of the City Manager and the execution of an amendment;
- D. On February 8, 2019, an extension was granted by City Manager Deanna Santana for a period of six (6) months. The ENA expires on August 5, 2019; and
- E. The Parties desire to amend the Agreement to extend the negotiating period.

**AGREEMENT TERMS AND CONDITIONS**

The Parties agree as follows:

**1. AMENDMENT PROVISIONS**

- A. That Section 2 of the Agreement, entitled "Negotiation Period" is hereby amended and replaced in its entirety to read as follows:
  - "2. **Negotiating Period.** The negotiating period (the "Negotiating Period") under this Agreement shall commence on February 6, 2018 and terminate at 11:59 p.m. on August 5, 2020.

Any further extensions or modifications of the Negotiating Period will require formal amendment of this Agreement approved by the City Council and executed by the City, VTA, and the Developer.

If a DDA has not been executed by the City, VTA, and the Developer (or its affiliate) by the expiration of the Negotiating Period and any extension periods then this Agreement shall terminate and no party shall have any further rights or obligations under this Agreement, except as set forth in Section 4 and Section 23. If a DDA is executed by the City, VTA, and the Developer (or its affiliate), then, upon such execution, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DDA.”

## **2. TERMS**

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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”

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**  
a special district

By: \_\_\_\_\_  
NURIA FERNANDEZ  
General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
VICTOR PAPPALARDO  
Senior Assistant Counsel

“VTA”

**REPUBLIC METROPOLITAN LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Robert Mendelsohn  
Authorized Agency

“DEVELOPER”