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SANTA CLARA

March 27, 2020

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Deanna J. Santana, City Manager

Re: Disposition and Development Agreement, dated as of August 12, 2016, by and between Related Santa Clara, LLC ("**Developer**") and the City of Santa Clara ("**City**") (the "**DDA**"), in connection with the City Place Santa Clara project (the "**Project**"); Force Majeure

Dear Ms. Santana:

Article 22 of the DDA permits the extension of various time-sensitive performance obligations thereunder due to events of Force Majeure (as defined in the DDA). By letter dated April 17, 2018, City and Developer agreed on an updated Schedule of Performance (DDA Exhibit F) that revised and replaced the original Schedule of Performance attached to the DDA to reflect the extension in Outside Dates (as defined in the DDA) resulting from certain Force Majeure events. Subsequently, by letter dated October 18, 2018, City and Developer agreed that due to delays in finalizing the Landfill Operation and Management Agreement (the "**O&M Agreement**"), another event of Force Majeure commenced on July 27, 2018. The parties agreed that the O&M Agreement event of Force Majeure would end on the date as of which the O&M Agreement has been executed by both Parties.

On March 11, 2020, the World Health Organization declared the 2019 novel coronavirus ("**COVID-19**") a pandemic. In response to the spread of COVID-19, the State of California declared a state of emergency on March 4, 2020 and the County of Santa Clara declared a state of emergency on March 10, 2020. Further, your office declared a state of emergency with respect to the City of Santa Clara on March 11, 2020, which declaration was ratified by the City Council on March 17, 2020. In response to the serious health crisis, the United States and several foreign governments have imposed facility and office closures, full or partial lockdowns and wide-ranging travel bans. "Shelter-in-place", "stay-at-home" and other similar orders have been issued by various counties and states. At the same time, federal, state and local governments (including Santa Clara) have directed private industries to take unprecedented measures to attempt to curb the spread of COVID-19.

As you also know, any delays suffered by Developer as a result of epidemics, quarantine restrictions and certain other events outside of the reasonable control of Developer qualify as Force Majeure under the DDA and would further extend applicable Outside Dates as set forth in the Schedule of Performance. While Developer does not yet know the full impact that COVID-19 will have on the development of the Project, you are hereby notified that the occurrence of

COVID-19 and the corresponding states of emergency constitute an event of Force Majeure effective as of March 11, 2020, as required under Section 24.2 of the DDA.

Developer is unable to predict at this time the length of the foregoing Force Majeure given the resulting disruptions to local and global labor markets, supply chains and financial markets, and we will continue to work with the City to assess the foregoing as this unprecedented circumstance continues to unfold. Please do not hesitate to contact Steve Eimer with any questions.

Very truly yours,

RELATED SANTA CLARA, LLC,
a Delaware limited liability company

By: 
Name: Stephen Eimer
Title: EVP