

Amend the CityLine Development Agreement in order to provide additional Benefits to the City by adding new Sections 2.1.10, 2.1.11, 5.1.9, and 5.1.10:

Article 2 Additions:

2.1.10 Community Room. Landowner to provide a community room for use by Community Groups (as defined in Section 5.1.9) at no rental cost, subject to Community Room Rules (as defined in Section 5.1.9) established by Landowner and approved by the City Manager.

2.1.11 VTA Passes. Upon occupancy of each BMR unit, Landowner shall provide to the initial household of each BMR Unit a three-month set of monthly Santa Clara Valley Transportation Authority ("VTA") passes (equating to a cumulative total of 264 months of VTA passes for all BMR Units contemplated by this Agreement). If the Landowner implements a transit pass program as part of a multi-family residential transportation demand management program, then the obligation imposed by this Section 2.1.11 may be superseded by the requirements of the implemented transportation demand management program.

Article 5 Additions:

5.1.9 Community Room. From and after the date on which Construction within Sub-Block 3 or Sub-Block 6 commences (whichever occurs first), and continuing until that date that is ten (10) years thereafter, Landowner shall provide a community room for use by "**Community Groups**", defined as follows:

- (a) the City;
- (b) the Downtown Sunnyvale Association;
- (c) the Sunnyvale Chamber of Commerce;
- (d) School Districts that serve Sunnyvale residents ("**Sunnyvale School Districts**");
- (e) youth athletic programs affiliated with Sunnyvale School Districts; and/or
- (e) other local community-based charitable organizations approved by Landowner.

The community room shall be provided to such Community Groups at no rental cost (this provision shall not preclude charges and expenses authorized by the Community Room Rules, defined below, such as insurance requirements, safety and cleaning expenses, and security deposits). Landowner shall be responsible for the costs of building-out and furnishing the community room. The community room shall:

- (i) be approximately 1,200 - 2,000 square feet;
- (ii) provide seating, tables, and audio-visual capabilities, including monitor and wi-fi; and
- (iii) be located on the ground floor within Block 18 with a pedestrian entrance directly accessing a public sidewalk.

Landowner shall have the right to relocate the community room from time to time to another area of Block 18 that otherwise satisfies the requirements set forth above, in which case Landowner (or its designee) shall provide the City Manager a written notice of its intent to relocate the community room and the proposed new location at least thirty (30) days prior to date the relocation will occur. Landowner shall construct the replacement community room at its cost and such replacement community room must be available for use by the Community Groups prior to the closure of the existing community room. Landowner may, from time to time, establish commercially reasonable rules and requirements for use of the community room, including without limitation, insurance requirements, safety and cleaning protocols, reservation systems, security deposits, and allowed uses of the community room, which rules and requirements shall be subject to the approval of the City Manager ("**Community Room Rules**"). Landowner may utilize the community room for public or private events when it is not in use by Community Groups.

5.1.10 VTA Passes. Upon occupancy of each BMR unit, Landowner shall provide to the initial household of each BMR Unit a three-month set of monthly VTA passes (equating to a cumulative total of 264 months of VTA passes across all BMR Units contemplated by this Agreement). If the Landowner implements a transit pass program as part of a multi-family residential transportation demand management program, then the obligation imposed by this Section 2.1.11 may be superseded by the requirements of the implemented transportation demand management program.