

SP269 COPY

8411271

WHEN RECORDED, RETURN TO:

Redevelopment Agency of the City
of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

REC FEE	21
RMF	21
MICRO	1
LIEN NOT	
SMPE	

FILED FOR RECORD
AT REQUEST OF

MAY 16 11 40 AM 1985

OFFICIAL RECORDS
SANTA CLARA COUNTY
LAURIE KANE
RECORDER

SUPPLEMENT TO HOTEL GROUND LEASE

This is a supplement to that certain Hotel Ground Lease ("Hotel Ground Lease") dated April 30, 1985, by and between The Redevelopment Agency of the City of Santa Clara, as lessor ("Agency"), and SCCC Associates, a California general partnership, as lessee ("Lessee"), and recorded on May 16, 1985, as Instrument No. 8411269 Official Records of Santa Clara County.

RECITALS

A. Pursuant to the Hotel Ground Lease, Lessee has been granted a leasehold estate in and to that certain property described therein as Parcel 1, together with, inter alia, certain rights and interests in and to certain off-site parking spaces (as described in Sections 1431 and 1438 (paragraph 8) of the Hotel Ground Lease), including, without limitation, the right to park thereon as more particularly described in the Hotel Ground Lease.

B. The parties hereto desire to clarify the terms of the Hotel Ground Lease with respect to the location of parking spaces as more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the parties hereby agree as

SCC:Lease-010
K0127/005
05/10/85

COPY

Issued without fee under
Section 6103 Government Code

follows:

1. The Agency hereby designates that certain area delineated and described as Parking Area B on that certain Parking Map attached hereto as Exhibit "A" and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof, as the area within which Agency agrees to construct or provide all off-site parking spaces (to the extent the same can be provided thereon) required to be constructed or provided by Agency pursuant to the terms of Sections 1431 and 1438 (paragraph 8) of the Hotel Ground Lease. As of the date of execution of this supplement, Agency is the holder of an easement in and to the area described in Parking Area B.

2. Agency agrees to execute, on or before the date the Hotel and Trade Center (defined in the Hotel Ground Lease) are completed, an amendment to the Hotel Ground Lease for recordation in the Official Records of Santa Clara County, identifying the location of the 281 Supplemental Spaces referred to in Section 1431 of the Hotel Ground Lease. In addition, Agency agrees that, if the Trade Center is not built as contemplated by the Trade Center Ground Lease (but the Conference Center is built as contemplated by the Hotel Ground Lease), Agency will execute an amendment to the Hotel Ground Lease for recordation in the Official Records of Santa Clara County, identifying the location of the off-site parking spaces referred to in Section 1438 (paragraph 8) of the Hotel Ground Lease.

3. The designation of Parking Area B as the area in

which the off-site parking would be constructed or provided is subject to the Agency's right and obligation, in the event that the Trade Center is not built (but the Conference Center is built), to relocate the off-site spaces referred to in Section 1438 (paragraph 8) of the Hotel Ground Lease to Parking Area C as described on the Parking Map, if Agency has acquired title to Parking Area C free and clear of all leasehold interests and other interests which could interfere or impair Lessee's use of the subject parking spaces.

4. Lessee agrees to waive, relinquish or terminate its interest in Parking Area B, and to execute any document or instrument necessary to effectuate such waiver, relinquishment or termination, if (i) the parking spaces located in Parking Area B are relocated to Parking Area C as described above; (ii) such relocated spaces are paved, striped, landscaped, and in all other respects fully finished spaces constructed in a professional manner; (iii) Agency amends the Hotel Ground Lease (and a memorandum thereof is recorded) to subject Parking Area C to the parking rights of Lessee as described in the Hotel Ground Lease; (iv) Lessee has obtained (at Agency's sole cost) an endorsement to its title insurance policy insuring Lessee's interest in Parking Area C free and clear of all leasehold and other interests which could interfere with or impair Lessee's use of such parking spaces; (v) Lessee amends its deed of trust in favor of Lessee's first leasehold mortgagee (as defined in the Hotel Ground Lease) to include all of Lessee's right, title and interest in and to Parking

Area C (as described herein), and records said amended deed of trust against Parking Area C, which amended deed of trust Lessee agrees to record within five (5) days following receipt of written notice from Agency of its intent to relocate parking spaces to Parking Area C; and (vi) Lessee's first leasehold mortgagee has obtained, at Lessee's sole cost and expense, an endorsement to the first leasehold mortgagee's title insurance policy insuring the amended deed of trust referred to in (v) above as a first and prior lien on Lessee's interest in the Hotel Ground Lease, as amended, to cover Parking Area C, which amended Hotel Ground Lease shall be a first and prior lien on Parking Area C, subject only to a prior mortgage if such prior mortgage grants non-disturbance rights to Lessee and its first leasehold mortgagee satisfactory to them.

5. The delineation of the areas described as Parking Area B and Parking Area C is intended to describe the area within which the applicable parking spaces must be located as a means of assuring their proximity to Parcel 1, and is not meant as a legal subdivision or to limit in any way the design of parking spaces within such area or their relationship to other parking spaces contiguous to but outside of such area or the provision of such parking spaces within a parking structure; provided, however, that Agency agrees to consult with Lessee's first leasehold mortgagee with respect to the design of such spaces.

6. Notwithstanding anything in this Supplement to Hotel

Ground Lease to the contrary, Agency shall have the right in its sole discretion to relocate the 281 Supplemental Spaces referred to in Section 1431 of the Hotel Ground Lease, from Parking Area B and/or Parking Area C to any location which is not farther from Parcel 1 than is Parking Area B and which is served by Tasman, provided that during the relocation of any such parking spaces, the provision of the total number of 281 off-Site parking spaces will not be interrupted. In the event Agency elects to relocate any such parking spaces, Lessee agrees to waive, relinquish or terminate its interest in Parking Area B and/or Parking Area C, as the case may be, and Lessee agrees to execute any document or instrument necessary to effectuate such waiver, relinquishment or termination, if (i) the parking spaces are relocated to an area which is not farther from Parcel 1 than is Parking Area B and which is served by Tasman Drive; (ii) the relocated parking spaces are paved, completed and finished spaces constructed in a professional manner; (iii) Agency amends the Hotel Ground Lease (and a memorandum thereof is recorded) to subject the relocated parking spaces to the parking rights of Lessee as described in the Hotel Ground Lease; (iv) Lessee has obtained (at Agency's sole cost) an endorsement to its title insurance policy insuring Lessee's interest in the area containing the relocated parking spaces free and clear of all leasehold and other interests which could interfere with or impair Lessee's use of such parking spaces; (v) Lessee amends its deed of trust in favor of Lessee's first leasehold mortgagee (as

SCC:Lease-010
K0127/005
05/10/85

defined in the Hotel Ground Lease) to include all of Grantee's right, title and interest in and to the relocated off-Site parking spaces, and records said amended deed of trust against the area in which the relocated off-site spaces are located, which amended deed of trust Lessee agrees to record within five (5) days following receipt of written notice from Agency of its intent to relocate the 281 off-Site parking spaces; (vi) Lessee's first leasehold mortgagee has obtained, at Lessee's sole cost and expense, an endorsement to the first leasehold mortgagee's title insurance policy insuring the amended deed of trust referred to in (v) above as a first and prior lien on Lessee's interest in the Hotel Ground Lease, as amended, to cover the property containing such 281 relocated spaces, which amended Hotel Ground Lease shall be a first and prior lien on such property, subject only to a prior mortgage if such prior mortgage grants non-disturbance rights to Lessee and its first leasehold mortgagee satisfactory to them.

7. The parties hereto agree that this supplement shall be recorded against Parcel 1 and a memorandum of lease shall be recorded against Parking Area B for purposes of identifying Lessee's right and interest therein. At such time as Agency acquires title to Parking Area C, the parties shall record a memorandum of lease against Parking Area C.

8. The Agreement by City and Agency annexed hereto is hereby incorporated herein and made a part hereof.

9. Except as otherwise modified by the terms hereof, the Hotel Ground Lease shall remain binding on the parties and in

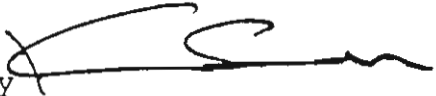
full force and effect. In the event of any conflict between the terms of the Hotel Ground Lease and this Supplement to Hotel Ground Lease, the terms of this Supplement shall control.

IN WITNESS WHEREOF, the parties hereto have entered into this supplement on the 10th day of May, 1985.

SCCC ASSOCIATES
a California general partnership

By: TECHMART ASSOCIATES I LIMITED
PARTNERSHIP, a limited
partnership, General Partner

By: TECHMART PROPERTIES,
INC., a California
corporation,
General Partner

By: 
KIMBALL W. SMALL,
President

By: DTR SANTA CLARA, INC., an Arizona corporation doing business in California as ARIZONA DTR SANTA CLARA, INC., General Partner

By *Paul B. [Signature]*
Its *Vice President*

By: CORPORATE ASSOCIATES-SANTA CLARA LIMITED PARTNERSHIP, a limited partnership, General Partner

By: DTR SANTA CLARA, INC., an Arizona corporation doing business in California as ARIZONA DTR SANTA CLARA, INC., General Partner

By *Paul B. [Signature]*
Its *Vice President*

THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA

By *A. R. Von Rauffell*
Its *Executive Director*

APPROVED AS TO FORM AND LEGALITY:

Agency General Counsel

[Signature]
BY EDWIN J. MOORE

APPROVED:

WEISER, KANE, BALLMER &
BERKMAN
Agency Special Counsel

By Bruce D. Ballmer
BRUCE D. BALLMER

SCC:Lease-010
K0127/005
05/10/85

AGREEMENT BY CITY AND AGENCY

The CITY OF SANTA CLARA ("City") hereby grants to The Redevelopment Agency of the City of Santa Clara ("Agency"), and Agency hereby accepts from City, an easement in Parking Area B (as described in the Supplement to Hotel Ground Lease) for the term and upon the conditions necessary or appropriate for Agency (i) to grant to Lessee an easement within Parking Area B for the non-priority, non-exclusive use of the 281 Supplemental Spaces referred to in Section 1431 of the Hotel Ground Lease, if such spaces are provided by Agency on Parking Area B, and (ii) to grant to Lessee an easement within Parking Area B for the non-priority, non-exclusive use of as many of the parking spaces to be located off-site and not otherwise located on the Trade Center Area (excepting therefrom Parcel 2), as defined in Section 1438 (paragraph 8) of the Hotel Ground Lease, as can be provided on Parking Area B, if the Trade Center is not built as contemplated by the Trade Center Ground Lease (but the Conference Center is built as contemplated by the Hotel Ground Lease).

City and Agency agree to use their best efforts to obtain, at the earliest possible date, all right, title and interest in Parking Area C (as described in the Supplement to Hotel Ground Lease) in a condition sufficient to permit the relocation thereon of as many of the parking spaces to be located off-site and not otherwise located on the Trade Center Area (excepting therefrom Parcel 2), as defined in Section 1438

(paragraph 8) of the Hotel Ground Lease, as can be provided on Parking Area B, if the Trade Center is not built as contemplated by the Trade Center Ground Lease (but the Conference Center is built as contemplated by the Hotel Ground Lease). City agrees that, if it is successful in its efforts to acquire Parking Area C in the condition stated above, then City will record against Parking Area C such instrument as is necessary to grant to Agency an interest in Parking Area C for the term and upon terms and conditions necessary for Agency to grant to Lessee the easements in Parking Area C referred to in paragraph 1 above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 16th day of May, 1985.

CITY OF SANTA CLARA

By William A. Fissler

Mayor

By J. K. Van Raasveld
City Manager

REDEVELOPMENT AGENCY OF THE
CITY OF SANTA CLARA

By J. K. Van Raasveld
Executive Director

By _____

APPROVED AS TO FORM
AND LEGALITY:

Agency General Counsel

By 

EDWIN J. MOORE

APPROVED:

WEISER, KANE, BALLMER &
BERKMAN
Agency Special Counsel

By 

BRUCE D. BALLMER

SCC:Lease-010
K0127/005
05/10/85

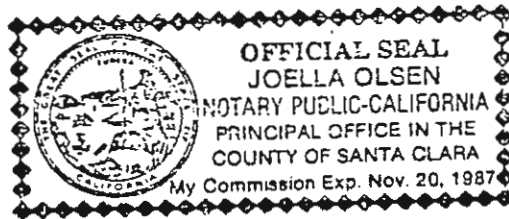
STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this _____ day of _____, 1985, before me, _____
_____, personally appeared KIMBALL W. SMALL,
personally known to me, or proved to me on the basis of satisfac-
tory evidence, to be the person who executed the within instrument
as the President of TECHMART PROPERTIES, INC., a California
corporation, said corporation being the general partner of
TECHMART ASSOCIATES I LIMITED PARTNERSHIP, a California limited
partnership, the general partner of SCCC ASSOCIATES, a California
general partnership ("SCCC"), the partnership that executed the
within instrument, and acknowledged to me that such corporation
and partnership executed the same on behalf of SCCC and that SCCC
executed the same.

WITNESS my hand and official seal.

Joella Olsen

NOTARY PUBLIC



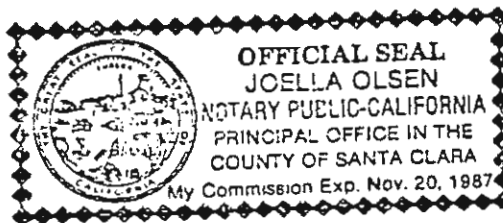
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

)
) ss.
)

On this _____ day of _____, 1985, before me, _____, personally appeared PAUL BLANCHARD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President on behalf of said corporation; said corporation being a General Partner of -SCCC ASSOCIATES, a California general partnership, the general partnership that executed the within instrument for the purposes and consideration therein expressed, and acknowledged to me that such corporation executed the same, pursuant to its By-Laws and a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

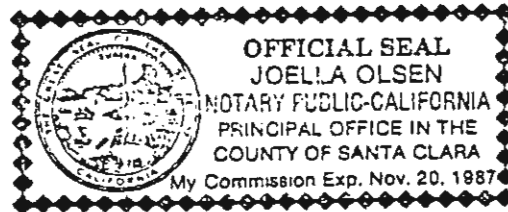


STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this _____ day of _____, 1985, before me, _____, personally appeared PAUL BLANCHARD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President on behalf of said corporation; said corporation being the General Partner of CORPORATE ASSOCIATES - SANTA CLARA LIMITED PARTNERSHIP, a limited partnership, a General Partner of SCCC ASSOCIATES, a California general partnership, the general partnership that executed the within instrument for the purposes and consideration therein expressed, and acknowledged to me that such corporation executed the same, as the General Partner of CORPORATE ASSOCIATES - SANTA CLARA LIMITED PARTNERSHIP, a limited partnership, pursuant to its By-Laws and a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

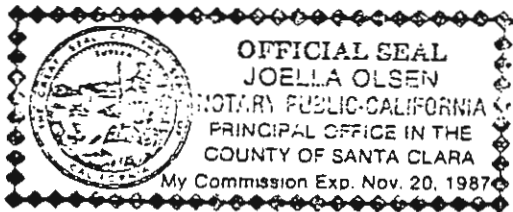


ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this 17th day of July, 1985, before me, ^{JOELLA OLSEN} ~~Mary L.~~ Coronado, a Notary Public in and for the County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared DONALD R. VON RAESFELD, personally known to me to be the Executive Director of the Redevelopment Agency of the City of Santa Clara, the public agency that executed the within instrument, and acknowledged to me that he executed the within instrument on behalf of the said public agency, and acknowledged to me that such public agency executed the same pursuant to its by-laws or a resolution of the governing board of such public agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.



Mary L. Coronado

Mary L. Coronado
Notary Public in and for the
County of Santa Clara, State
of California
My Commission expires
January 27, 1988

(seal)

ACKNOWLEDGMENT

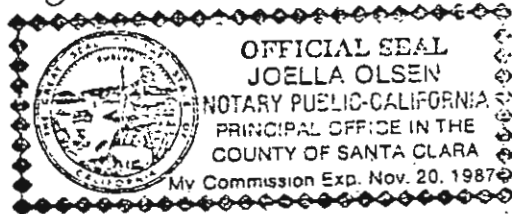
STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this 10th day of May, 1985, before me, Joella Olsen, a Notary Public in and for the County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared WILLIAM A. GISSLER, personally known to me to be the Mayor of the City of Santa Clara, the public agency that executed the within instrument, and acknowledged to me that he executed the within instrument on behalf of the said public agency, and acknowledged to me that such public agency executed the same pursuant to its by-laws or a resolution of the governing board of such public agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

Joella Olsen

Joella Olsen NOTARY PUBLIC



(seal)

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this 10th day of May, 1985, before me, Joella Olsen, a Notary Public in and for the County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared DONALD R. VON RAESFELD, personally known to me to be the City Manager of the City of Santa Clara, the public agency that executed the within instrument, and acknowledged to me that he executed the within instrument on behalf of the said public agency, and acknowledged to me that such public agency executed the same pursuant to its by-laws or a resolution of the governing board of such public agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

Joella Olsen

Joella Olsen, NOTARY PUBLIC

(seal)

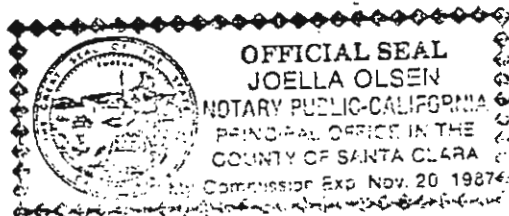


EXHIBIT A

PARKING MAP

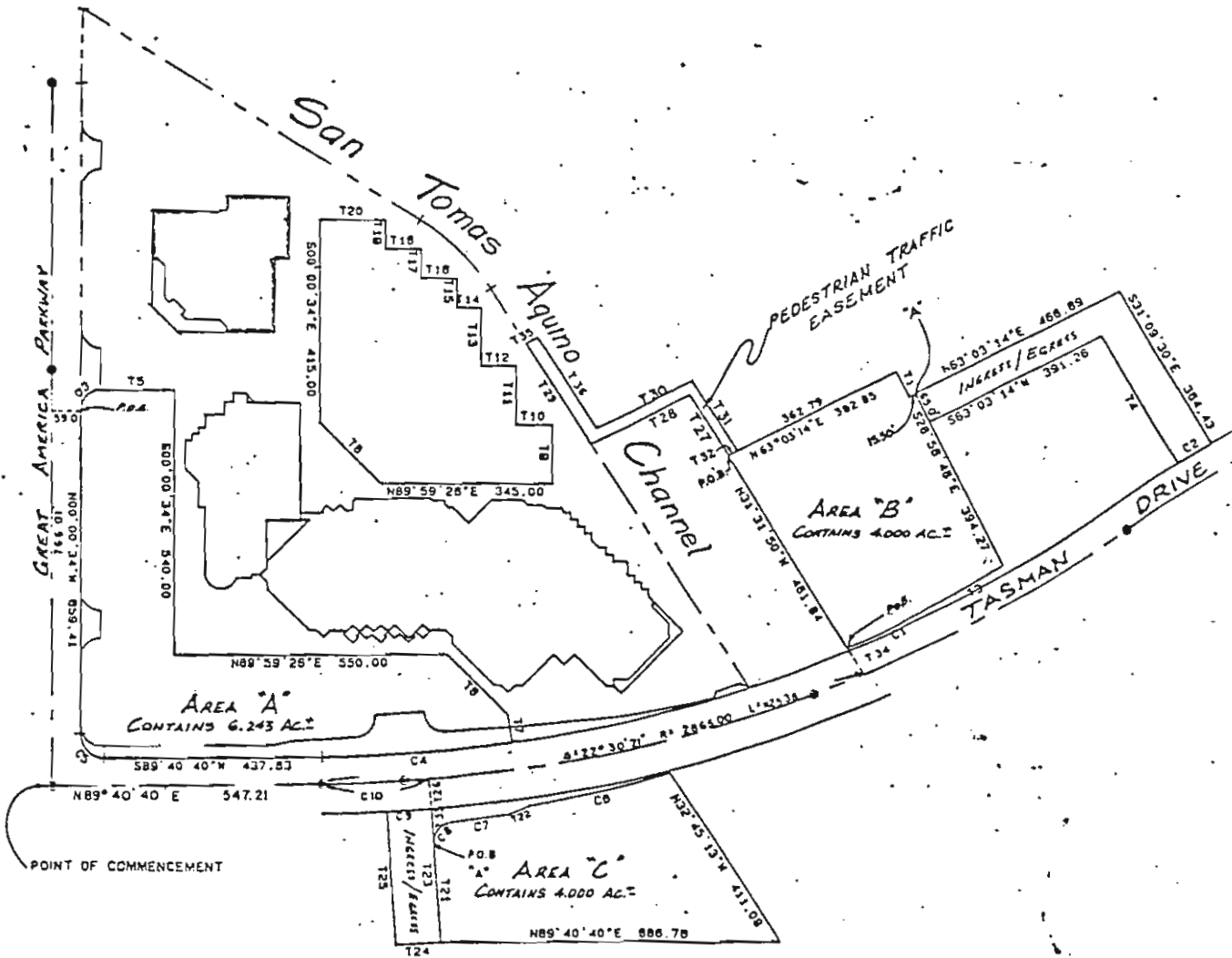


EXHIBIT B

DESCRIPTION FOR PARKING AREA "B"

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS PIN MONUMENT AT THE MONUMENT LINE INTERSECTION OF GREAT AMERICA PARKWAY AND TASMAN DRIVE AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED OCTOBER 30, 1984 IN BOOK 535, PAGES 47 & 48, THENCE NORTH $89^{\circ} 40' 40''$ EAST ALONG THE MONUMENT LINE OF SAID TASMAN DRIVE, 547.21 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2865 FEET, THROUGH A CENTRAL ANGLE OF $22^{\circ} 30' 21''$ AN ARC DISTANCE OF 1125.38 FEET; THENCE NORTH $31^{\circ} 31' 50''$ WEST 64.81 FEET, TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON A FUTURE NORTHERLY SIDE LINE OF SAID TASMAN DRIVE AND ON THE EASTERLY SIDE LINE OF SAN TOMAS AQUINO CHANNEL AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID EASTERLY LINE NORTH $31^{\circ} 31' 50''$ WEST 461.84 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH $63^{\circ} 03' 14''$ EAST 382.85 FEET; THENCE SOUTH $26^{\circ} 56' 46''$ EAST 59.36 FEET; THENCE NORTH $63^{\circ} 03' 14''$ EAST 15.50 FEET TO A POINT HERIN DESIGNATED AS POINT "A"; THENCE SOUTH $26^{\circ} 56' 46''$ EAST 394.27 FEET TO A POINT ON SAID FUTURE NORTHERLY SIDE LINE OF TASMAN DRIVE; THENCE ALONG SAID FUTURE NORTHERLY LINE SOUTH $59^{\circ} 49' 18''$ WEST 146.80 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1690 FEET, THROUGH A CENTRAL ANGLE OF $07^{\circ} 17' 23''$ AN ARC DISTANCE OF 215.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.0 ACRES MORE OR LESS -----

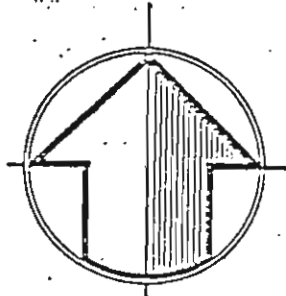
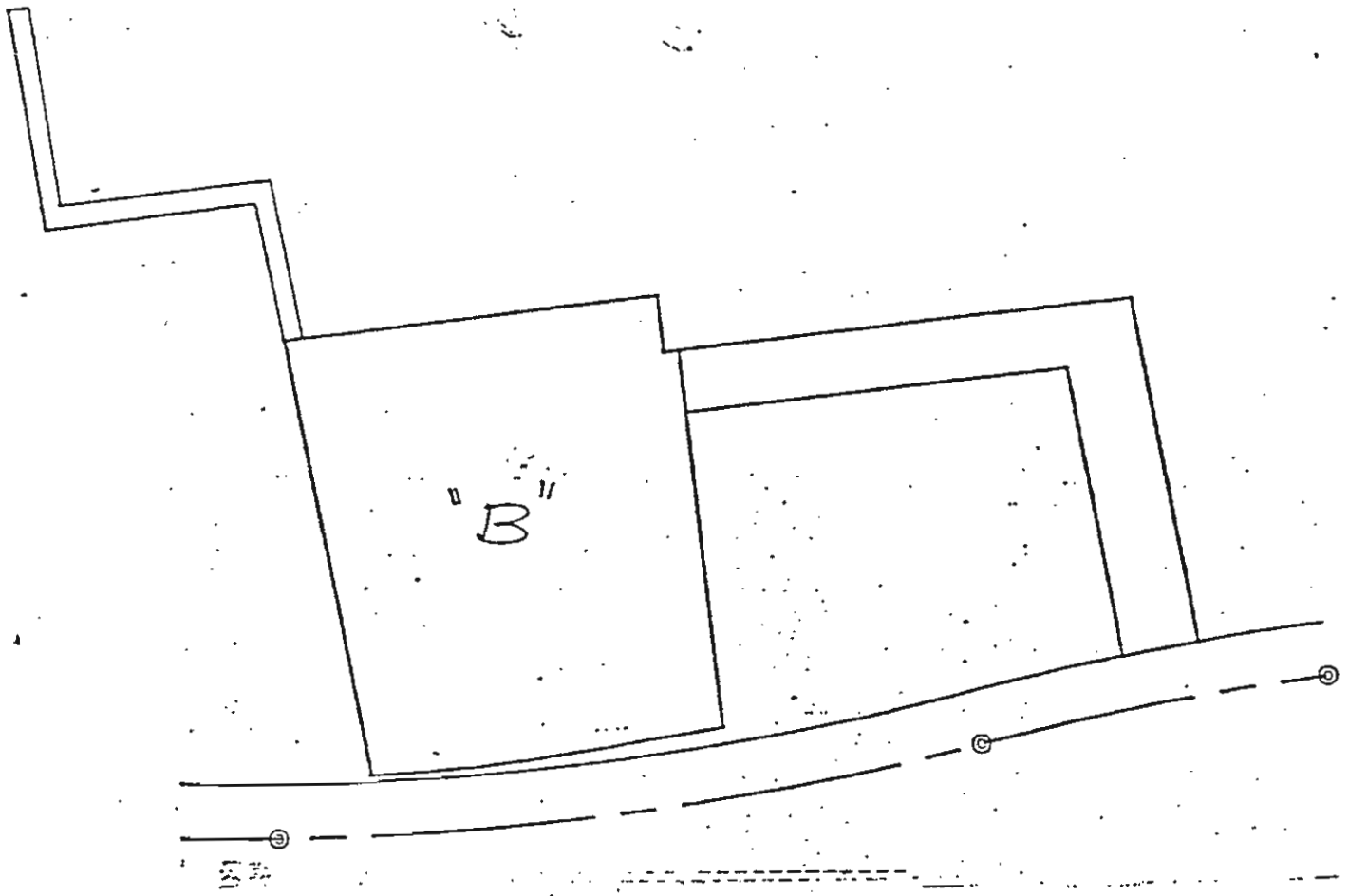
TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT POINT "A" AS DESIGNATED IN THE ABOVE DESCRIPTION FOR PARKING AREA "B", THENCE NORTH $63^{\circ} 03' 14''$ EAST 466.69 FEET; THENCE SOUTH $31^{\circ} 09' 30''$ EAST 364.43 FEET TO A POINT ON THE EXISTING NORTHERLY SIDE LINE OF TASMAN DRIVE (117 FEET WIDE); THENCE ALONG A NON-TANGENT CURVE, THE RADIAL BEARING TO THE CENTER BEING SOUTH $30^{\circ} 22' 25''$ EAST, HAVING A RADIUS OF 2921 FEET, THROUGH A CENTRAL ANGLE OF $01^{\circ} 34' 09''$ AN ARC DISTANCE OF 80.00 FEET; THENCE LEAVING SAID NORTHERLY SIDE LINE OF TASMAN DRIVE, NORTH $31^{\circ} 09' 30''$ WEST 305.15 FEET; THENCE SOUTH $63^{\circ} 03' 14''$ WEST 391.26 FEET; THENCE NORTH $26^{\circ} 56' 46''$ WEST 65.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.255 ACRES MORE OR LESS -----

TOGETHER WITH THE RIGHT OF INGRESS & ENGRESS FOR PEDESTRIANS & MOTORIZED GOLF CARTS & THE RIGHT TO CONSTRUCT A BRIDGE OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHERLY EXTREMITY OF THE COURSE DESIGNATED AS (NORTH $31^{\circ} 31' 50''$ WEST 461.84 FEET) IN THE ABOVE DESCRIPTION FOR PARKING AREA "B" SAID POINT OF BEGINNING BEING ON THE EASTERLY SIDELINE OF SAN TOMAS AQUINO CHANNEL AND RUNNING; THENCE ALONG SAID EASTERLY SIDELINE NORTH $31^{\circ} 31' 50''$ WEST, 148.25 FEET; THENCE SOUTH $63^{\circ} 03' 14''$ WEST, 223.93 FEET, TO THE WESTERLY SIDELINE OF SAID CHANNEL; THENCE ALONG SAID WESTERLY SIDELINE NORTH $32^{\circ} 35' 28''$ WEST, 240.00 FEET; THENCE NORTH $57^{\circ} 24' 32''$ EAST, 20.00; THENCE SOUTH $32^{\circ} 35' 28''$ EAST, 221.88 FEET; THENCE NORTH $63^{\circ} 03' 14''$ EAST, 224.22 FEET; THENCE SOUTH $31^{\circ} 31' 50''$ EAST, 168.31 FEET TO THE NORTHERLY BOUNDARY OF SAID PARKING AREA "B"; THENCE ALONG SAID NORTHERLY BOUNDARY SOUTH $63^{\circ} 03' 14''$ WEST, 20.06 FEET TO THE POINT OF BEGINNING.



PLAT TO ACCOMPANY DESCRIPTION

CREEGAN & D'ANGELO CONSULTING ENGINEERS.

DRAWN BY: <i>MWS</i>	DATE: <i>4-25-8</i>
CHECKED BY: <i>DRC</i>	SCALE: <i>1" = 200'</i>
APPROVED BY: <i>DRC</i>	JOB NO.: <i>183030.5</i>
SHEET <i>2</i> OF <i>2</i>	
DRAWING NO.	
A	REV. 1

For Record of the City of
Santa Clara. Recorded Book
of charge under Section 6103
of the Government Code.

DOCUMENT: 14150275

Titles: 1 / Pages: 18



Fees . . . + No Fees
Taxes . . .
Copies . . .
AMT PAID

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

REDEVELOPMENT AGENCY OF
THE CITY OF SANTA CLARA
Santa Clara City Hall
1500 Warburton Avenue
Santa Clara, California 95050

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
City

RDE # 010
4/21/1998
1:44 PM

Attention: Jennifer Sparacino
Executive Director

FREE RECORDING
GOVERNMENT CODE
SECTION 6103

FIRST AMENDED AND RESTATED
SUPPLEMENT TO HOTEL GROUND LEASE

This is an amended and restated supplement to that certain Hotel Ground Lease ("Hotel Ground Lease") dated April 30, 1985, by and between the Redevelopment Agency of the City of Santa Clara, as lessor ("Agency"), and T-W Santa Clara LLC, a Delaware limited liability company, as lessee ("Lessee"), and recorded on May 16, 1985, as Instrument No. 8411269 in the Official Records of Santa Clara County, as amended.

RECITALS

A. Pursuant to the Hotel Ground Lease, Lessee has been granted a leasehold estate in and to that certain property described therein as Parcel 1, together with, inter alia, certain rights and interests in and to certain off-site parking spaces (as described in Sections 1431 and 1438 (paragraph 8) of the Hotel Ground Lease), including, without limitation, the right to park thereon as more particularly described in the Hotel Ground Lease.

B. The parties hereto desire to clarify the terms of the Hotel Ground Lease with respect to the location of parking spaces as more particularly described below.

4/6/98

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the parties hereby agree as follows:

1. Agency hereby designates that certain area delineated and described as Parking Area B on that certain Amended Parking Map attached hereto as Amended Exhibit "A" and made a part hereof, and as more particularly described on that certain Amended Description for Parking Area B attached hereto as Amended Exhibit "B" and made a part hereof, as the area within which Agency agrees to construct or provide all off-Site parking spaces (to the extent the same can be provided thereon) required to be constructed or provided by Agency pursuant to the terms of Sections 1431 and 1438 (paragraph 8) of the Hotel Ground Lease. As of the date of execution of this supplement, Agency is the holder of an easement in and to the area described in Parking Area B.

2. Agency has heretofore executed an Amendment to Hotel Ground Lease dated January 13, 1987, and recorded the same in the Official Records of Santa Clara County, identifying the location of the 281 Supplemental Spaces referred to in Section 1431 of the Hotel Ground Lease.

3. The delineation of the area described as Parking Area B is intended to describe the area within which the applicable parking spaces must be located, and is not meant as a legal subdivision or to limit in any way the design of parking spaces within such area or their relationship to other parking spaces outside of such area or the provision of such parking spaces within a parking structure; provided, however, that Agency agrees to

consult with Lessee's first leasehold mortgagee with respect to the design of such spaces.

4. Notwithstanding anything in this Supplement to Hotel Ground Lease to the contrary, Agency shall have the right in its sole discretion to relocate the 281 Supplemental Spaces referred to in Section 1431 of the Hotel Ground Lease, from Parking Area B to any location which is sufficiently convenient to the Conference Center on Parcel 3 to assure that there will be no interference with Lessee's priority use of the Hotel Common Area as provided in Section 1426 of the Hotel Ground Lease, provided that during the relocation of any such parking spaces, the provision of the total number of 281 off-Site parking spaces will not be interrupted. In the event Agency elects to relocate any such parking spaces, Lessee agrees to waive, relinquish or terminate its interest in Parking Area B, and Lessee agrees to execute any document or instrument necessary to effectuate such waiver, relinquishment or termination, if (i) the parking spaces are relocated to an area which is sufficiently convenient to the Conference Center on Parcel 3 to assure that there will be no interference with Lessee's priority use of the Hotel Common Area as provided in Section 1426 of the Hotel Ground Lease; (ii) the relocated parking spaces are paved, completed and finished spaces constructed in a professional manner; (iii) Agency amends the Hotel Ground Lease (and a memorandum thereof is recorded) to subject the relocated parking spaces to the parking rights of Lessee as described in the Hotel Ground Lease; (iv) Lessee has obtained (at Agency's sole cost) an endorsement to

its title insurance policy insuring Lessee's interest in the area containing the relocated parking spaces free and clear of all leasehold and other interests which could interfere with or impair Lessee's use of such parking spaces; (v) Lessee amends its deed of trust in favor of Lessee's first leasehold mortgagee (as defined in the Hotel Ground Lease) to include all of Lessee's right, title and interest in and to the relocated off-Site parking spaces, and records said amended deed of trust against the area in which the relocated off-Site spaces are located, which amended deed of trust Lessee agrees to record within five (5) days following receipt of written notice from Agency of its intent to relocate the 281 off-Site parking spaces; (vi) Lessee's first leasehold mortgagee has obtained, at Lessee's sole cost and expense, an endorsement to the first leasehold mortgagee's title insurance policy insuring the amended deed of trust referred to in (v) above as a first and prior lien on Lessee's interest in the Hotel Ground Lease, as amended, to cover the property containing such 281 relocated spaces, which amended Hotel Ground Lease shall be a first and prior lien on such property, subject only to a prior mortgage if such prior mortgage grants non-disturbance rights to Lessee and its first leasehold mortgagee satisfactory to them.

5. The parties hereto agree that this Supplement shall be recorded against Parcel 1 and a memorandum of lease shall be recorded against Parking Area B for purposes of identifying Lessee's right and interest therein.

6. The First Amended and Restated Easement Agreement by City and Agency annexed hereto as Exhibit "C" is hereby incorporated herein and made part hereof.

7. Except as otherwise modified by the terms hereof, the Hotel Ground Lease shall remain binding on the parties and in full force and effect. In the event of any conflict between the terms of the Hotel Ground Lease and this Supplement to Hotel Ground Lease, the terms of this Supplement shall control.

8. This First Amended and Restated Supplement to Hotel Ground Lease supersedes and replaces in its entirety that certain Supplement to Hotel Ground Lease dated April 30, 1985, and recorded in the Official Records of Santa Clara County, State of California, on May 16, 1985 as Instrument No. 8411271, which Supplement to Hotel Ground Lease shall be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have entered into this supplement on the 17th day of March, 1998.

REDEVELOPMENT AGENCY OF THE CITY OF
SANTA CLARA (Agency)

Date: March 17, 1998

By: Jennifer Sparacino
Jennifer Sparacino
Executive Director

For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6108
of the Government Code.

T-W SANTA CLARA LLC, a Delaware
limited liability company
(Lessee)

Date: 4/8/98

By: *Guy R. McComb*
Name: Guy R. McComb
Title: Vice President

Date: 4/9/98

By: *Margaret A. Bidondo*
Name: Margaret A. Bidondo
Title: Assistant Secretary

APPROVED AS TO FORM AND
LEGALITY:
MICHAEL R. DOWNEY
Agency General Counsel

By: *Michael R. Downey*

Date: 4/14/98

APPROVED:
KANE BALLMER & BERKMAN
Agency Special Counsel

By: *Bruce D. Ballmer*

Date: 4/6/98

For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6108
of the Government Code.

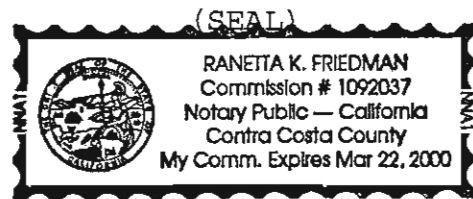
State of California

County of Contra Costa

On April 8, 1998, before me, Ranetta K. Friedman,
personally appeared Guy R. McComb, personally
known to me (~~or 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.

WITNESS my hand and official seal.

Ranetta K. Friedman
Notary's Signature



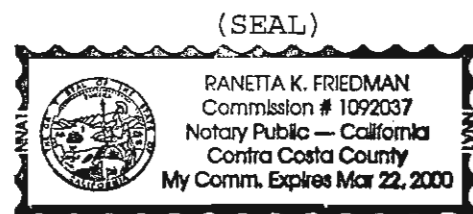
State of California

County of Contra Costa

On April 9, 1998, before me, Ranetta K. Friedman,
personally appeared Margaret A. Bidondo, personally
known to me (~~or 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.

WITNESS my hand and official seal.

Ranetta K. Friedman
Notary's Signature



For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6103
of the Government Code.

State of California

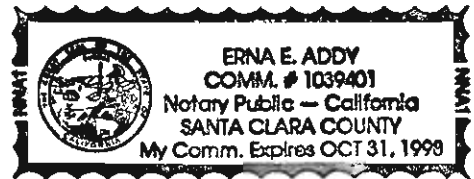
County of Santa Clara

On April 17, 1998, before me, ERNA E. ADDY, NOTARY PUBLIC,
personally appeared Jennifer Sparacino, personally
known to me (~~or 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.

WITNESS my hand and official seal.

Erna E. Addy
Notary's Signature

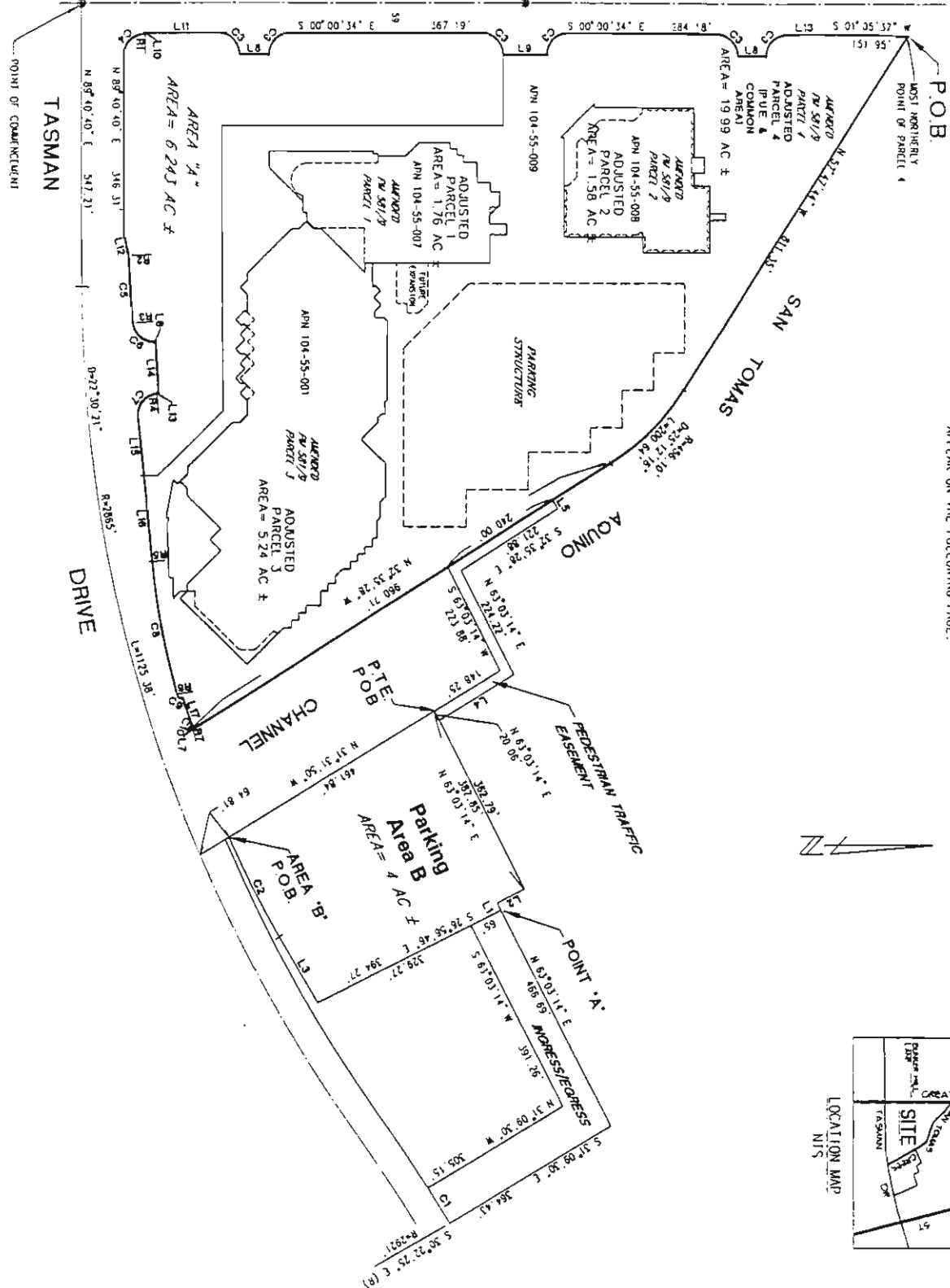
(SEAL)



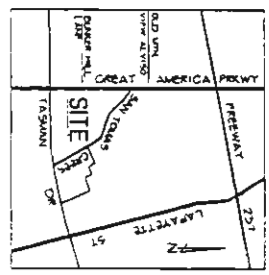
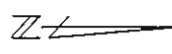
AMENDED EXHIBIT A

Amended Parking Map

Part of the City of Santa Clara. Recorded free of charge under Section 6103 of the Government Code.



NOTES:
 P.T.E. --- PEDESTRIAN TRAFFIC EASEMENT
 LINE, CURVE, AND RADIAL TABLES APPEAR ON THE FOLLOWING PAGE.



I:\ENGINEER\DRAWING\CAD\LPA\HUNG\PARKING-MAP.CWG

Drawn By	HL	3-5-98
Checked By	DP	3-10-98
Approved By	DP	Date 3-10-98
BRUCE C. AUGASON CITY ENGINEER		

CITY OF SANTA CLARA Scale 1"=300'

PARKING MAP (page 1 of 2)

N/E CORNER OF GAP AND TASMAN DR.

Ref. _____

Tracing No. _____

For a part of the City of
 Santa Clara. Recorded for
 of charge under Section 1100
 of the Government Code.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 63°03'14" E	15.50'
L2	S 26°56'46" E	59.36'
L3	S 59°49'18" W	146.80'
L4	S 31°31'50" E	168.31'
L5	N 57°24'32" E	20.00'
L6	S 03°38'18" E	1.00'
L7	S 72°45'45" W	2.13'
L8	S 00°00'34" E	56.00' (R)
L9	S 00°00'34" E	84.00' (R)
L10	S 89°59'26" W	2.00' (R)
L11	S 00°00'34" E	137.26'
L12	S 77°44'15" W	40.58'
L13	N 03°38'18" W	2.69'
L14	S 86°21'42" W	100.00'
L15	S 84°19'49" W	113.85'
L16	S 84°19'47" W	167.94'
L17	S 71°40'23" W	55.01'

CURVE TABLE:

CURVE	RADIUS	DELTA	LENGTH
C1	2921.00'	1°34'09"	80.00'
C2	1690.00'	7°17'23"	215.02'
C3	42.00'	90°00'00"	65.97'
C4	40.00'	90°18'44"	63.05'
C5	1990.00'	3°46'32"	131.13'
C6	40.00'	88°23'48"	61.71'
C7	40.00'	92°01'08"	64.24'
C8	1590.00'	9°21'39"	259.77'
C9	10.03'	90°00'00"	15.76'
C10	10.00'	79°59'29"	13.96'

RADIAL TABLE:

RADIAL	RADIUS	BEARING
R1	40.00'	S 89°59'26" W
R2	1990.00'	S 01°27'56" E
R3	40.00'	S 05°14'29" E
R4	40.00'	S 86°21'26" W
R5	1590.00'	S 05°39'53" E
R6	10.03'	S 08°23'06" E
R7	10.00'	S 76°03'36" W

I:\ENGINEER\DRAWING\CAD\LPD\HUNG\PARKING-MAP.DWG

Drawn By	HL	3-5-98
Checked By	DP	3-10-98
Approved By	DP	Date 3-10-98
BRUCE C. AUGASON CITY ENGINEER		

CITY OF SANTA CLARA

Scale 1"=200'

PARKING MAP
(page 2 of 2)

Ref.

N/E CORNER OF GAP AND TASMAN DR.

Tracing No.

AMENDED EXHIBIT B

For benefit of the City of
Santa Clara, Recorded Book
of change under Section 0173
of the Government Code

Amended Description for
Parking Area B

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS PIN MONUMENT AT THE MONUMENT LINE INTERSECTION OF GREAT AMERICA PARKWAY AND TASMAN DRIVE AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED OCTOBER 30, 1984 IN BOOK 535, PAGES 47 & 48, THENCE NORTH 89°40'40" EAST ALONG THE MONUMENT LINE OF SAID TASMAN DRIVE, 547.21 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2865 FEET, THROUGH A CENTRAL ANGLE OF 22°30'21" AN ARC DISTANCE OF 1125.38 FEET; THENCE NORTH 31°31'50" WEST 64.81 FEET, TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTHERLY SIDE LINE OF SAID TASMAN DRIVE AND ON THE EASTERLY SIDE LINE OF SAN TOMAS AQUINO CHANNEL AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID EASTERLY LINE NORTH 31°31'50" WEST 461.84 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 63°03'14" EAST 382.85 FEET; THENCE SOUTH 26°56'46" EAST 59.36 FEET; THENCE NORTH 63°03'14" EAST 15.50 FEET TO A POINT HEREIN DESIGNATED AS POINT "A"; THENCE SOUTH 26°56'46" EAST 394.27 FEET TO A POINT ON THE NORTHERLY SIDE LINE OF TASMAN DRIVE; THENCE ALONG SAID NORTHERLY LINE SOUTH 59°49'18" WEST 146.80 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1690 FEET, THROUGH A CENTRAL ANGLE OF 07°17'23", AND AN ARC DISTANCE OF 215.02 FEET TO THE POINT OF BEGINNING; AND

CONTAINING 4.0 ACRES, MORE OR LESS.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT "A" AS DESIGNATED IN THE ABOVE DESCRIPTION FOR PARKING AREA "B", THENCE NORTH 63°03'14" EAST 466.69 FEET; THENCE SOUTH 31°09'30" EAST 364.43 FEET TO A POINT ON THE EXISTING NORTHERLY SIDE LINE OF TASMAN DRIVE (117 FEET WIDE); THENCE ALONG A NON-TANGENT CURVE, THE RADIAL BEARING TO THE CENTER BEING SOUTH 30°22'25" EAST, HAVING A RADIUS OF 2921 FEET, THROUGH A CENTRAL ANGLE OF 01°34'09", AND AN ARC DISTANCE OF 80.00 FEET; THENCE LEAVING SAID NORTHERLY SIDE LINE OF TASMAN DRIVE, NORTH 31°09'30" WEST 305.15 FEET;

For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6108
of the Government Code.

THENCE SOUTH 63°03'14" WEST 391.26 FEET; THENCE NORTH 26°56'46" WEST 65.00 FEET TO
THE POINT OF BEGINNING; AND

CONTAINING 1.255 ACRES, MORE OR LESS.

TOGETHER WITH THE RIGHT OF INGRESS & EGRESS FOR PEDESTRIANS & MOTORIZED
GOLF CARTS & THE RIGHT TO CONSTRUCT A BRIDGE OVER THE FOLLOWING DESCRIBED
PARCEL OF LAND:

BEGINNING AT THE NORTHERLY EXTREMITY OF THE COURSE DESIGNATED AS "NORTH
31°31'50" WEST 461.84 FEET" IN THE ABOVE DESCRIPTION FOR PARKING AREA "B", SAID
POINT OF BEGINNING BEING ON THE EASTERLY SIDELINE OF SAN TOMAS AQUINO
CHANNEL, AND RUNNING THENCE ALONG SAID EASTERLY SIDELINE NORTH 31°31'50"
WEST, 148.25 FEET; THENCE SOUTH 63°03'14" WEST, 223.88 FEET, TO THE WESTERLY
SIDELINE OF SAID CHANNEL; THENCE ALONG SAID WESTERLY SIDELINE NORTH 32°35'28"
WEST, 240.00 FEET; THENCE NORTH 57°24'32" EAST, 20.00 FEET; THENCE SOUTH 32°35'28"
EAST, 221.88 FEET; THENCE NORTH 63°03'14" EAST, 224.22 FEET; THENCE SOUTH 31°31'50"
EAST, 168.31 FEET TO THE NORTHERLY BOUNDARY OF SAID PARKING AREA "B"; THENCE
ALONG SAID NORTHERLY BOUNDARY SOUTH 63°03'14" WEST, 20.06 FEET TO THE POINT OF
BEGINNING.

For benefit of the City of
Santa Clara. Recorded in
at charge under Section 6108
of the Government Code.

EXHIBIT C

FIRST AMENDED AND RESTATED
EASEMENT AGREEMENT BY CITY AND AGENCY

The CITY OF SANTA CLARA ("City") hereby grants to the REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA ("Agency"), and Agency hereby accepts from City, an easement in Parking Area B (as described in the First Amended and Restated Supplement to Hotel Ground Lease executed and recorded concurrently herewith and as more particularly described in Amended Exhibit "1" attached hereto) for the term and upon the conditions necessary or appropriate for Agency to grant to Lessee an easement within Parking Area B for the non-priority, non-exclusive use of the 281 Supplemental Spaces referred to in Section 1431 of the Hotel Ground Lease.

This First Amended and Restated Easement Agreement by City and Agency supersedes and replaces in its entirety that certain Easement Agreement by City and Agency dated May 10, 1985, and recorded in the Official Records of Santa Clara County, State of California, on May 16, 1985 as Instrument No. 8411270, which Easement Agreement by City and Agency shall be no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on dates set forth opposite their signatures.

CITY OF SANTA CLARA (City)

Date: _____

By: _____
Jennifer Sparacino
City Manager

For Benefit of the City of
Santa Clara. Recorded free
of charge under Section 6103
of the Government Code.

REDEVELOPMENT AGENCY OF THE CITY OF
SANTA CLARA (Agency)

Date: _____

By: _____
Jennifer Sparacino
Executive Director

APPROVED AS TO FORM
AND LEGALITY:

MICHAEL R. DOWNEY
City Attorney and
Agency General Counsel

By: _____

Date: _____

APPROVED:

KANE, BALLMER & BERKMAN
Agency Special Counsel

By: _____

Date: _____

AMENDED EXHIBIT 1

For the City of Santa Clara, Recorded for
of charge under Section 6108
of the Government Code.

Amended Description for
Parking Area B

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS PIN MONUMENT AT THE MONUMENT LINE INTERSECTION OF GREAT AMERICA PARKWAY AND TASMAN DRIVE AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED OCTOBER 30, 1984 IN BOOK 535, PAGES 47 & 48, THENCE NORTH 89°40'40" EAST ALONG THE MONUMENT LINE OF SAID TASMAN DRIVE, 547.21 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2865 FEET, THROUGH A CENTRAL ANGLE OF 22°30'21" AN ARC DISTANCE OF 1125.38 FEET; THENCE NORTH 31°31'50" WEST 64.81 FEET, TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTHERLY SIDE LINE OF SAID TASMAN DRIVE AND ON THE EASTERLY SIDE LINE OF SAN TOMAS AQUINO CHANNEL AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID EASTERLY LINE NORTH 31°31'50" WEST 461.84 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 63°03'14" EAST 382.85 FEET; THENCE SOUTH 26°56'46" EAST 59.36 FEET; THENCE NORTH 63°03'14" EAST 15.50 FEET TO A POINT HEREIN DESIGNATED AS POINT "A"; THENCE SOUTH 26°56'46" EAST 394.27 FEET TO A POINT ON THE NORTHERLY SIDE LINE OF TASMAN DRIVE; THENCE ALONG SAID NORTHERLY LINE SOUTH 59°49'18" WEST 146.80 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1690 FEET, THROUGH A CENTRAL ANGLE OF 07°17'23", AND AN ARC DISTANCE OF 215.02 FEET TO THE POINT OF BEGINNING; AND

CONTAINING 4.0 ACRES, MORE OR LESS.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT "A" AS DESIGNATED IN THE ABOVE DESCRIPTION FOR PARKING AREA "B", THENCE NORTH 63°03'14" EAST 466.69 FEET; THENCE SOUTH 31°09'30" EAST 364.43 FEET TO A POINT ON THE EXISTING NORTHERLY SIDE LINE OF TASMAN DRIVE (117 FEET WIDE); THENCE ALONG A NON-TANGENT CURVE, THE RADIAL BEARING TO THE CENTER BEING SOUTH 30°22'25" EAST, HAVING A RADIUS OF 2921 FEET, THROUGH A CENTRAL ANGLE OF 01°34'09", AND AN ARC DISTANCE OF 80.00 FEET; THENCE LEAVING SAID NORTHERLY SIDE LINE OF TASMAN DRIVE, NORTH 31°09'30" WEST 305.15 FEET,

Recorded in the City of
Santa Clara, Recorded from
of charge under Section 5103
of the Government Code.

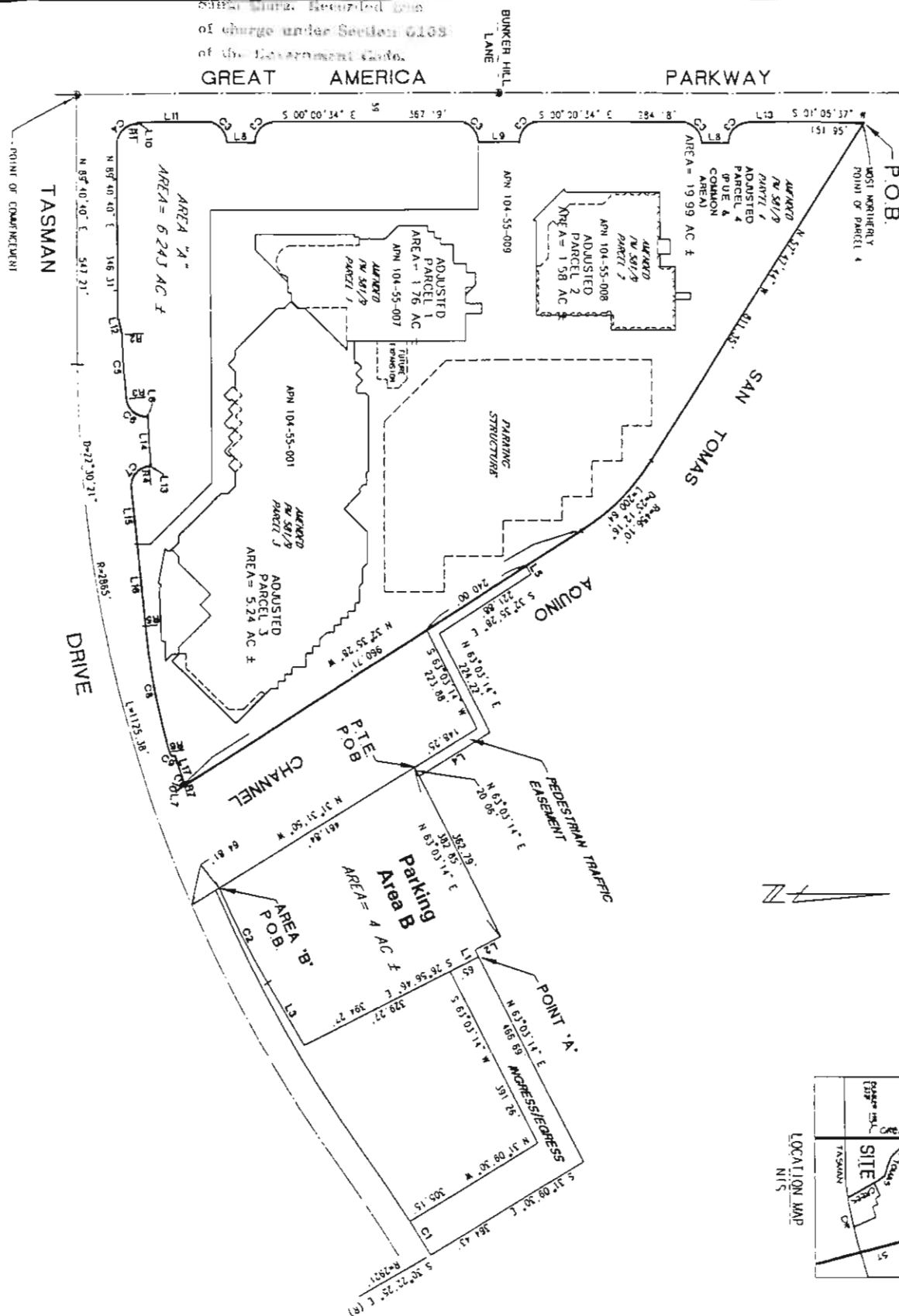
THENCE SOUTH 63°03'14" WEST 391.26 FEET; THENCE NORTH 26°56'46" WEST 65.00 FEET TO
THE POINT OF BEGINNING; AND

CONTAINING 1.255 ACRES, MORE OR LESS.

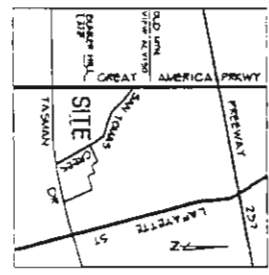
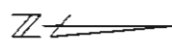
TOGETHER WITH THE RIGHT OF INGRESS & EGRESS FOR PEDESTRIANS & MOTORIZED
GOLF CARTS & THE RIGHT TO CONSTRUCT A BRIDGE OVER THE FOLLOWING DESCRIBED
PARCEL OF LAND:

BEGINNING AT THE NORTHERLY EXTREMITY OF THE COURSE DESIGNATED AS "NORTH
31°31'50" WEST 461.84 FEET" IN THE ABOVE DESCRIPTION FOR PARKING AREA "B", SAID
POINT OF BEGINNING BEING ON THE EASTERLY SIDELINE OF SAN TOMAS AQUINO
CHANNEL, AND RUNNING THENCE ALONG SAID EASTERLY SIDELINE NORTH 31°31'50"
WEST, 148.25 FEET; THENCE SOUTH 63°03'14" WEST, 223.88 FEET, TO THE WESTERLY
SIDELINE OF SAID CHANNEL; THENCE ALONG SAID WESTERLY SIDELINE NORTH 32°35'28"
WEST, 240.00 FEET; THENCE NORTH 57°24'32" EAST, 20.00 FEET; THENCE SOUTH 32°35'28"
EAST, 221.88 FEET; THENCE NORTH 63°03'14" EAST, 224.22 FEET; THENCE SOUTH 31°31'50"
EAST, 168.31 FEET TO THE NORTHERLY BOUNDARY OF SAID PARKING AREA "B"; THENCE
ALONG SAID NORTHERLY BOUNDARY SOUTH 63°03'14" WEST, 20.06 FEET TO THE POINT OF
BEGINNING.

City Engineer of the City of Santa Clara, recorded this of charge under Section 6108 of the Government Code.



NOTES:
 P.T.E. --- PEDESTRIAN TRAFFIC EASEMENT
 LINE, CURVE, AND RADIAL TABLES APPEAR ON THE FOLLOWING PAGE.



I:\ENGINEER\DRAWING\CAD\LPA\HUNG\PARKING-MAP.DWG

Revised		
Drawn By	HL	3-5-98
Checked By	DP	3-10-98
Approved By	DP	Date 3-10-98
BRUCE C. AUGASON CITY ENGINEER		

CITY OF SANTA CLARA Scale: 1" = 300'

PARKING MAP
(page 1 of 2)

N/E CORNER OF GAP AND TASMAN DR.

Ref. _____

Tracing No. _____

City of Santa Clara. Recorded free of charge under Section 1168 of the Government Code.

LINE TABLE:

CURVE TABLE:

LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA	LENGTH
L1	N 63°03'14" E	15.50'	C1	2921.00'	1°34'09"	80.00'
L2	S 26°56'46" E	59.36'	C2	1690.00'	7°17'23"	215.02'
L3	S 59°49'18" W	146.80'	C3	42.00'	90°00'00"	65.97'
L4	S 31°31'50" E	168.31'	C4	40.00'	90°18'44"	63.05'
L5	N 57°24'32" E	20.00'	C5	1990.00'	3°46'32"	131.13'
L6	S 03°38'18" E	1.00'	C6	40.00'	88°23'48"	61.71'
L7	S 72°45'45" W	2.13'	C7	40.00'	92°01'08"	64.24'
L8	S 00°00'34" E	56.00' (R)	C8	1590.00'	9°21'39"	259.77'
L9	S 00°00'34" E	84.00' (R)	C9	10.03'	90°00'00"	15.76'
L10	S 89°59'26" W	2.00' (R)	C10	10.00'	79°59'29"	13.96'
L11	S 00°00'34" E	137.26'				
L12	S 77°44'15" W	40.58'				
L13	N 03°38'18" W	2.69'				
L14	S 86°21'42" W	100.00'				
L15	S 84°19'49" W	113.85'				
L16	S 84°19'47" W	167.94'				
L17	S 71°40'23" W	55.01'				

RADIAL TABLE:

RADIAL	RADIUS	BEARING
R1	40.00'	S 89°59'26" W
R2	1990.00'	S 01°27'56" E
R3	40.00'	S 05°14'29" E
R4	40.00'	S 86°21'26" W
R5	1590.00'	S 05°39'53" E
R6	10.03'	S 08°23'06" E
R7	10.00'	S 76°03'36" W

I:\ENGINEER\DRAWING\CAD\LPD\HUNG\PARKING-MAP.DWG		
Drawn By	HL	3-5-98
Checked By	DP	3-10-98
Approved By	DP	Date 3-10-98
BRUCE C. AUGASON CITY ENGINEER		

CITY OF SANTA CLARA

Scale 1"=200'

PARKING MAP
(page 2 of 2)

Ref.

N/E CORNER OF GAP AND TASMAN DR.

Tracing No.

For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6103
of the Government Code.

DOCUMENT: 14150276

Titles: 1 / Pages: 6



Fees: + No Fees
Taxes
Copies
AMT PAID

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

REDEVELOPMENT AGENCY OF
THE CITY OF SANTA CLARA
Santa Clara City Hall
1500 Warburton Avenue
Santa Clara, California 95050

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
City

RDE # 010
4/21/1998
1:44 PM

Attention: Jennifer Sparacino
Executive Director

FREE RECORDING
GOVERNMENT CODE
SECTION 6103

THIRD AMENDMENT TO BALLROOM LICENSE AGREEMENT

This Third Amendment to Ballroom License Agreement (the "Third License Amendment") is made by and between the REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA ("Agency") and T-W SANTA CLARA LLC, a Delaware limited liability company ("Hotel Lessee").

RECITALS

A. Agency heretofore entered into that certain Ballroom License Agreement dated April 30, 1985 with SCCC Associates, a California general partnership, which Ballroom License Agreement was recorded in the Official Records of Santa Clara County on May 16, 1985 as Instrument No. 8411276. The Ballroom License Agreement was amended by the Agency and Santa Clara Convention Hotel Limited Partnership, a California limited partnership, successor in interest to SCCC Associates, on November 24, 1987 by that certain First Amendment to Ballroom License Agreement, recorded in the Official Records of Santa Clara County on December 2, 1987 as Instrument No. 9524028 (the "First License Amendment"), and further amended on November 24, 1987 by that certain Second Amendment to Ballroom License Agreement, recorded in the Official Records of Santa Clara County on December 2, 1987 as Instrument No. 9524029 (the "Second License Amendment"). As used in this Third License Amendment, the term "Ballroom License Agreement" shall mean and refer to the Ballroom License Agreement, as modified and amended by the First License Amendment and Second License Amendment, together with all exhibits attached thereto.

B. Agency and Hotel Lessee now desire to amend the Ballroom License Agreement to reflect the boundary adjustments to Parcel 1 (Parcel 1A or the Future Expansion area) 2, 3 and 4, which are referred to in the Ballroom License Agreement (and/or in exhibits and memorandums thereto).

For benefit of the City of
Santa Clara. Recorded from
of charge under Section 6103
of the Government Code.

NOW, THEREFORE, the parties hereto agree as follows:

1. Paragraph 1. of the Second License Amendment is hereby deleted. Any references to Parcels 1 (and Parcel 1A of the Future Expansion area) 2, 3 and/or 4, the public utility easement (P.U.E.) or public improvement maintenance easement (P.I.M.E.) affecting the Parcels referenced above, and any maps of those Parcels (or areas or easements) contained in the Ballroom License Agreement or any exhibits or memorandums thereto shall hereinafter be deemed references to the parcels with the corresponding numbers (or areas or easements) designated on the Amended Parcel Map recorded in the Office of the Recorder of the County of Santa Clara, State of California, on December 2, 1987 in Book 581 of Maps, at pages 9, 10 and 11, and as further amended by that certain Grant Deed between the Redevelopment Agency of the City of Santa Clara as grantor and grantee recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106142 pursuant to that certain Notice of Lot Line Adjustment issued by the City of Santa Clara and recorded concurrently therewith in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106143.

2. Paragraph 2. of the Second License Amendment is hereby deleted. The legal descriptions of Parcels 1, 2, 3 and 4, respectively, referred to in the Ballroom License Agreement and/or in any exhibits or memorandums thereto are hereby amended to be the legal descriptions of that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described and delineated as Parcel 1, Parcel 2, Parcel 3 and Parcel 4, respectively, upon that Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on October 30, 1984 in Book 535 of Maps, at pages 47 and 48, as corrected by that certain Certificate of Correction filed for record on April 24, 1985 as Instrument No. 8389033, in Book J327, page 1212, Official Records, as amended by the Amended Parcel Map recorded in the Office of the Recorder of the County of Santa Clara, State of California, on December 2, 1987 in Book 581 of Maps, at pages 9, 10 and 11, and as further amended by that certain Grant Deed between the Redevelopment Agency of the City of Santa Clara as grantor and grantee recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106142 pursuant to that certain Notice of Lot Line Adjustment issued by the City of Santa Clara and recorded concurrently therewith in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106143.

3. Paragraph 3. of the Second License Amendment is hereby deleted. Any references to the Parcel Map (identifying or illustrating Parcels 1 (Parcel 1A or the Future Expansion area) 2, 3 and/or 4, or the public utility easement (P.U.E.) or public

improvement maintenance easement (P.I.M.E.) thereon) in the Ballroom License Agreement and/or in any exhibits or memorandums thereto shall hereinafter be deemed references to the Amended Parcel Map recorded in the Office of the Recorder of the County of Santa Clara, State of California, on December 2, 1987 in Book 581 of Maps, at pages 9, 10 and 11, and as further amended by that certain Grant Deed between the Redevelopment Agency of the City of Santa Clara as grantor and grantee recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106142 pursuant to that certain Notice of Lot Line Adjustment issued by the City of Santa Clara and recorded concurrently therewith in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106143.

4. Except as otherwise modified herein, the terms and conditions of the Ballroom License Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms of this Third License Amendment and the Ballroom License Agreement, this Third License Amendment shall control.

5. Unless otherwise defined, all capitalized terms used herein shall have the respective meanings set forth in the Ballroom License Agreement.

6. Agency and Hotel Lessee agree that this Third License Amendment shall be recorded. The cost and expense of recording this Third License Amendment, including stamp, recordation and transfer taxes, if any, shall be borne by Hotel Lessee.

7. This Third License Amendment is executed in six (6) duplicate originals, each of which is deemed to be an original. This Third License Amendment includes four (4) pages.

IN WITNESS WHEREOF, the parties hereto have executed this Third License Amendment as of the dates set forth opposite their signatures.

REDEVELOPMENT AGENCY OF THE CITY OF
SANTA CLARA (Agency)

Date: March 17, 1998

By: Jennifer Sparacino
Jennifer Sparacino
Executive Director

for benefit of the City of
Santa Clara. Recorded free
of charge under Section 6100
of the Government Code.

T-W SANTA CLARA LLC, a Delaware
limited liability company
(Lessee)

Date: 4/8/98

By: *Guy R. McComb*
Name: Guy R. McComb
Title: Vice President

Date: 4/9/98

By: *Margaret A. Bidondo*
Name: Margaret A. Bidondo
Title: Assistant Secretary

APPROVED AS TO FORM AND
LEGALITY:
MICHAEL R. DOWNEY
Agency General Counsel

By: *Michael R. Downey*

Date: 4/14/98

APPROVED:
KANE BALLMER & BERKMAN
Agency Special Counsel

By: *Bruce D. Ballmer*

Date: 4/6/98

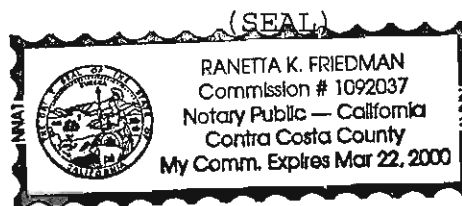
State of California

County of Contra Costa

On April 8, 1998, before me, Ranetta K. Friedman,
personally appeared Guy F. McComb, personally
known to me (~~or 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.

WITNESS my hand and official seal.

Ranetta K. Friedman
Notary's Signature



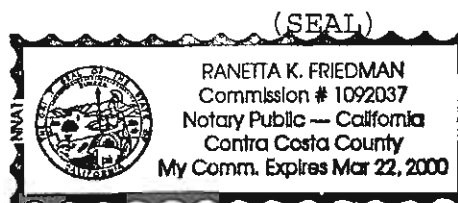
State of California

County of Contra Costa

On April 9, 1998, before me, Ranetta K. Friedman,
personally appeared Margaret A. Bidondo, personally
known to me (~~or 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.

WITNESS my hand and official seal.

Ranetta K. Friedman
Notary's Signature



For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6103
of the Government Code.

State of California

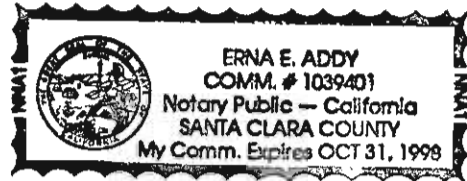
County of Santa Clara

On April 17, 1998, before me, ERNA E. ADDY, NOTARY PUBLIC,
personally appeared Jennifer Sparacino, personally
known to me (~~or 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.

WITNESS my hand and official seal.

Erna E. Addy
Notary's Signature

(SEAL)



U1-832704
IN SUPP

DOCUMENT: 15563483

Titles: 1 / Pages: 17



Fees . . . * No Fees

Taxes . . .

Copies . . .

AMT PAID

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

REDEVELOPMENT AGENCY OF
THE CITY OF SANTA CLARA
Santa Clara City Hall
1500 Warburton Avenue
Santa Clara, California 95050

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Chicago Title

RDE # 006
2/16/2001
11:50 AM

Attention: Jennifer Sparacino
Executive Director

FREE RECORDING
GOVERNMENT CODE
SECTION 6103

SECOND SUPPLEMENT TO HOTEL GROUND LEASE

This Second Supplement to Hotel Ground Lease (the "Second Supplement") is made by the REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA ("Agency").

RECITALS

- A. Agency entered into that certain Hotel Ground Lease dated April 30, 1985 with SCCC Associates, a California general partnership, which Hotel Ground Lease was recorded in the Official Records of Santa Clara County on May 16, 1985 as Instrument No. 8411269, as supplemented, amended and assigned (1) on May 10, 1985 by that certain Supplement to Hotel Ground Lease recorded in the Official Records of Santa Clara County on May 16, 1985 as Instrument No. 8411271 (the "Supplement"), (2) on January 13, 1987 by that certain Amendment to Hotel Ground Lease between the Agency and Santa Clara Convention Hotel Limited Partnership, successor-in-interest to SCCC Associates, recorded in the Official Records of Santa Clara County on December 2, 1987 as Instrument No. 9524015 (the "First Amendment"), (3) on November 24, 1987 by that certain Second Amendment to Hotel Ground Lease, between the Agency and Santa Clara Convention Hotel Limited Partnership, recorded in the Official Records of Santa Clara County on December 2, 1987 as Instrument No. 9524016 (the "Second Amendment"), (4) on April 25, 1988 by that certain Third Amendment to Hotel Ground Lease, between the Agency and Santa Clara Convention Hotel Limited Partnership, recorded in the Official Records of Santa Clara County on July 13, 1988 as Instrument No. 9755389 (the "Third Amendment"), (5) as assigned by Travelers Casualty and Surety Company to T-W Santa Clara LLC ("T-W") on December 22, 1997 by that certain Assignment and Assumption Agreement, recorded in the Official Records of Santa Clara County on December 22, 1997 as Instrument No. 13986588 (the "First Assignment"), (6) on March 17, 1998 by that certain First Amended and Restated Supplement to Hotel Ground Lease, between the Agency and T-W, recorded in the Official Records of Santa Clara County on April 21, 1998 as Instrument No. 14150275 (the "First

Amended and Restated Supplement”), (7) on March 17, 1998 by that certain Fourth Amendment to Hotel Ground Lease, between the Agency and T-W, recorded in the Official Records of Santa Clara County on April 21, 1998 as Instrument No. 14150278 (the “Fourth Amendment”), (8) on May 12, 1998 by that certain Fifth Amendment to Hotel Ground Lease, between the Agency and T-W, recorded in the Official Records of Santa Clara County on May 15, 1998 as Instrument No. 14185858 (the “Fifth Amendment”), and (9) as assigned by T-W to SHC-W Santa Clara, L.L.C. on December 1, 1999 pursuant to that certain Assignment and Assumption Agreement, recorded in the Official Records of Santa Clara County on December 3, 1999 as Instrument No. 15077819 (the “Second Assignment”). As used in this Second Supplement, the term “Hotel Ground Lease” shall mean and refer to the Hotel Ground Lease, as modified and amended by the Supplement, the First Amended and Restated Supplement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the First Assignment, and the Second Assignment, together with all exhibits attached thereto.

- B. SHC-W Santa Clara, L.L.C., a Delaware limited liability company, is the current successor-in-interest to SCCC Associates. For purposes of this Second Supplement, SHC-W Santa Clara, L.L.C. shall be referred to herein as the “Hotel Lessee.”
- C. Pursuant to Section 1437 of the Hotel Ground Lease, the Sports and Open Space Authority of the City of Santa Clara (“Authority”) and Hotel Lessee’s predecessor-in-interest entered into that certain Recreation Facilities Agreement dated May 16, 1985, as amended and supplemented from time to time (“Recreation Facilities Agreement”). Pursuant to Section 500 of the Recreation Facilities Agreement, Authority has the right, without consent from Hotel Lessee, to subtract property from Parcel 5 (defined in the Recreation Facilities Agreement) or change the configuration thereof. Further, if the property encompassed within Parcel 5 is changed by the Authority, the Agency must execute, acknowledge and record a supplement to the Hotel Ground Lease. Upon such recordation and without any act by Hotel Lessee or any other person or entity with any interest in Parcel 5, the Recreation Facilities Agreement shall terminate with respect to any property excluded and become effective with respect to any property added. The Recreation Facilities Agreement further provides that ninety (90) days prior to recordation of the supplement, the Authority must notify Hotel Lessee of its intent to record said supplement, all as more particularly set forth in Section 500 of the Recreation Facilities Agreement.
- D. The Agency intends to relocate two of the eighteen golf holes comprising the Course developed and maintained by the Authority pursuant to the Recreation Facilities Agreement. The two golf holes will be relocated from Parcel 5 to property adjacent to Parcel 5, and the boundary of Parcel 5 will be changed to reflect the new location of the two golf holes. The change in the boundary to Parcel 5 will not prevent the operation on Parcel 5 of a first class Course, Courts and related facilities comparable in quality, value and use to the Course and Courts existing prior to the change and in comparable proximity to the Hotel.
- E. The Authority has provided Hotel Lessee the notification required pursuant to Section 500

of the Recreation Facilities Agreement. The Authority has also provided Hotel Lessee's lender, Connecticut General Life Insurance Company, a copy of the same notification provided to Hotel Lessee. Acknowledgments from Hotel Lessee and Connecticut General Life Insurance Company confirming the receipt of said notifications are attached to this Second Supplement, and incorporated herein by this reference.

- F. Authority now desires to execute, acknowledge and record this Second Supplement to reflect the boundary adjustment to Parcel 5 pursuant to Section 500 of the Recreation Facilities Agreement.

TERMS

1. The Map of Parcel 5, attached to the Hotel Ground Lease as Exhibit A-4 is hereby deleted, and the Amended Map of Parcel 5, attached to this Second Supplement and incorporated herein by this reference, is substituted in lieu thereof. Any references in the Hotel Ground Lease to the Map of Parcel 5, shall mean the Amended Map of Parcel 5, and references to Exhibit A-4, shall mean Amended Exhibit A-4.
2. The Legal Description of Parcel 5, attached to the Hotel Ground Lease as Exhibit B-4, is hereby deleted, and the Amended Legal Description of Parcel 5, attached to this Second Supplement as Amended Exhibit B-4, and incorporated herein by this reference, is substituted in lieu thereof. Any references in the Hotel Ground Lease and/or in any exhibits or memorandums thereto, to the Legal Description of Parcel 5, shall mean the Amended Legal Description of Parcel 5, and any references to Exhibit B-4, shall mean Amended Exhibit B-4.
3. Except as otherwise modified herein, the terms and conditions of the Hotel Ground Lease shall remain unmodified and in full force and effect. In the event of any conflict between the terms of this Second Supplement and the Hotel Ground Lease, the terms of this Second Supplement shall control.
4. Unless otherwise defined, all capitalized terms used herein shall have the meanings set forth in the Hotel Ground Lease.
5. This Second Supplement includes four (4) pages and three (3) exhibits.

[signatures on following page]

REDEVELOPMENT AGENCY OF THE CITY OF
SANTA CLARA (Agency)

Date: 2/13/01

By: Ronald E. Garratt
Ronald E. Garratt
Assistant Executive Director

APPROVED AS TO FORM AND
LEGALITY:
MICHAEL R. DOWNEY
Agency General Counsel

By: Michael R. Downey

Date: 2/13/01

APPROVED:
KANE BALLMER & BERKMAN
Agency Special Counsel

By: Gene Wasson

Date: 2/9/01

The City of Santa Clara, as owner of the fee title to Parcel 5, hereby consents that Authority enter into and record the above Second Supplement.

CITY OF SANTA CLARA
(City)

Date: 2/13/01

By: Ronald E. Garratt
Ronald E. Garratt
Assistant City Manager

APPROVED AS TO FORM AND
LEGALITY:
MICHAEL R. DOWNEY
City Attorney

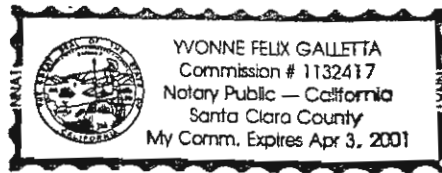
By: Michael R. Downey

Date: 2/13/01

STATE OF California)
) ss.
COUNTY OF Santa Clara)

On February 13, 2001 before me, Yvonne Felix Galletta, Notary Public, personally appeared Ronald E. Garratt, personally known to me (~~or 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.

WITNESS my hand and official seal.



Signature Yvonne Felix Galletta

DOCUMENT: 19379342

Pages: 20

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:



Fees.... * No Fees
Taxes...
Copies...
AMT PAID

REDEVELOPMENT AGENCY OF
THE CITY OF SANTA CLARA
Santa Clara City Hall
1500 Warburton Avenue
Santa Clara, California 95050

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 002
4/11/2007
10:45 AM

Attention: Jennifer Sparacino
Executive Director

FREE RECORDING
GOVERNMENT CODE
SECTION 6103

THIRD SUPPLEMENT TO
HOTEL GROUND LEASE

This Third Supplement to Hotel Ground Lease (the "Third Supplement") is made by and between the REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA ("Agency") and HYATT EQUITIES, L.L.C, a Delaware limited liability company ("Lessee"). Agency and Lessee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. Agency heretofore entered into that certain Hotel Ground Lease dated April 30, 1985 with ~~SCCC Associates, a California general partnership, which Hotel Ground Lease was recorded in the Official Records of Santa Clara County on May 16, 1985 as Instrument No. 8411269, as supplemented on May 10, 1985 by that certain Supplement to Hotel Ground Lease recorded in the Official Records of Santa Clara County on May 16, 1985 as Instrument No. 8411271 ("Supplement"), as further supplemented on March 17, 1998 by that certain First Amended and Restated Supplement to Hotel Ground Lease recorded in the Official Records of Santa Clara County on April 21, 1998 as Instrument No. 14150275 ("First Amended and Restated Supplement"), and as further supplemented on February 13, 2001 by that certain Second Supplement to Hotel Ground Lease recorded in the Official Records of Santa Clara County on February 16, 2001 as Instrument No. 15563483 ("Second Supplement").~~ The Hotel Ground Lease was amended by the Agency and Santa Clara Convention Hotel Limited Partnership, a California limited partnership, successor in interest to SCCC Associates, on January 13, 1987 by that certain Amendment to Hotel Ground Lease, recorded in the Official Records of Santa Clara County on December 2, 1987 as Instrument No. 9524015 (the "First Amendment"), further amended on November 24, 1987 by that certain Second Amendment to Hotel Ground Lease, recorded in the Official Records of Santa Clara County on December 2, 1987 as Instrument No. 9524016 (the "Second Amendment"), further amended on April

1987 as Instrument No. 9524016 (the "Second Amendment"), further amended on April 25, 1988 by that certain Third Amendment to Hotel Ground Lease, recorded in the Official Records of Santa Clara County on July 13, 1988 as Instrument No. 9755389 (the "Third Amendment"), further amended on March 17, 1998 by that certain Fourth Amendment to Hotel Ground Lease, recorded in the Official Records of Santa Clara County on April 21, 1998 as Instrument No. 14150278 (the "Fourth Amendment"), further amended on May 14, 1998 by that certain Fifth Amendment to Hotel Ground Lease, recorded in the Official Records of Santa Clara County on May 15, 1998 as Instrument No. 14185858 (the "Fifth Amendment"), and further amended by that certain Sixth Amendment to Hotel Ground Lease, recorded in the Official Records of Santa Clara County on July 14, 2006 as Instrument No. 19016251 (the "Sixth Amendment"). As used in this Third Supplement, the term "Hotel Ground Lease" or "Lease" shall mean and refer to the Hotel Ground Lease, as modified and amended by the Supplement to Hotel Ground Lease, the First Amended and Restated Supplement to Hotel Ground Lease, the Second Supplement to Hotel Ground Lease, the First Amendment to Hotel Ground Lease, the Second Amendment to Hotel Ground Lease, the Third Amendment to Hotel Ground Lease, the Fourth Amendment to Hotel Ground Lease, the Fifth Amendment to Hotel Ground Lease, and the Sixth Amendment to Hotel Ground Lease, together with all exhibits attached thereto. Unless otherwise defined, all capitalized terms used herein shall have the respective meanings set forth in the Hotel Ground Lease.

- B. The Sixth Amendment to Hotel Ground Lease provided for the Agency's expansion of the Conference Center ("Conference Center Ballroom Expansion"), as more particularly set forth in the Sixth Amendment. The Parties desire to enter into this Third Supplement to memorialize the completion of the lot line adjustment which was necessitated by the Conference Center Ballroom Expansion.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Parcel References. Any references to Parcels 1 (and Parcel 1A of the Future Expansion area) 2, 3 and/or 4, the public utility easement (P.U.E.) or public improvement maintenance easement (P.I.M.E.) affecting the Parcels referenced above, and any maps of those Parcels (or areas or easements) contained in the Hotel Ground Lease or any exhibits or memorandums thereto shall hereinafter be deemed references to the parcels with the corresponding numbers (or areas or easements) designated on the Amended Parcel Map recorded in the Office of the Recorder of the County of Santa Clara, State of California, on December 2, 1987 in Book 581 of Maps, at pages 9, 10 and 11, as further amended by that certain Grant Deed between the Redevelopment Agency of the City of Santa Clara as grantor and grantee recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106142 pursuant to that certain Notice of Lot Line Adjustment issued by the City of Santa Clara and recorded concurrently therewith in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106143, and as further amended by that certain Grant Deed between the Redevelopment Agency of the City of Santa Clara as grantor and grantee recorded in the Office of the Recorder of the County of Santa Clara,

State of California, on July 11, 2006 as Instrument No. 19010186 pursuant to that certain Notice of Lot Line Adjustment issued by the City of Santa Clara and recorded concurrently therewith in the Office of the Recorder of the County of Santa Clara, State of California, on July 11, 2006, as Instrument No. 19010185.

2. Legal Descriptions. The legal descriptions of Parcels 1, 2, 3 and 4, respectively, referred to in the Hotel Ground Lease and/or in any exhibits or memorandums thereto are hereby amended to be the legal descriptions of that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described and delineated as Parcel 1, Parcel 2, Parcel 3 and Parcel 4, respectively, upon that Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on October 30, 1984 in Book 535 of Maps, at pages 47 and 48, as corrected by that certain Certificate of Correction filed for record on April 24, 1985 as Instrument No. 8389033, in Book J327, page 1212, Official Records, as amended by the Amended Parcel Map recorded in the Office of the Recorder of the County of Santa Clara, State of California, on December 2, 1987 in Book 581 of Maps, at pages 9, 10 and 11, as further amended by that certain Grant Deed between the Redevelopment Agency of the City of Santa Clara as grantor and grantee recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106142 pursuant to that certain Notice of Lot Line Adjustment issued by the City of Santa Clara and recorded concurrently therewith in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106143, and as further amended by that certain Grant Deed between the Redevelopment Agency of the City of Santa Clara as grantor and grantee recorded in the Office of the Recorder of the County of Santa Clara, State of California, on July 11, 2006 as Instrument No. 19010186 pursuant to that certain Notice of Lot Line Adjustment issued by the City of Santa Clara and recorded concurrently therewith in the Office of the Recorder of the County of Santa Clara, State of California, on July 11, 2006, as Instrument No. 19010185.

3. Parcel Map References. Any references to the Parcel Map identifying or illustrating Parcels 1 (Parcel 1A or the Future Expansion area), 2, 3 and/or 4, or the P.U.E. or P.I.M.E. thereon in the Hotel Ground Lease and/or in any exhibits or memorandums thereto shall hereinafter be deemed references to the Amended Parcel Map recorded in the Office of the Recorder of the County of Santa Clara, State of California, on December 2, 1987 in Book 581 of Maps, at pages 9, 10 and 11, as further amended by that certain Grant Deed between the Redevelopment Agency of the City of Santa Clara as grantor and grantee recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106142 pursuant to that certain Notice of Lot Line Adjustment issued by the City of Santa Clara and recorded concurrently therewith in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106143, and as further amended by that certain Grant Deed between the Redevelopment Agency of the City of Santa Clara as grantor and grantee recorded in the Office of the Recorder of the County of Santa Clara, State of California, on July 11, 2006 as Instrument No. 19010186 pursuant to that certain Notice of Lot Line Adjustment issued by the City of Santa Clara and recorded

concurrently therewith in the Office of the Recorder of the County of Santa Clara, State of California, on July 11, 2006, as Instrument No. 19010185.

4. Exhibits. The following exhibits to the Lease are hereby deleted and the corresponding exhibits referred to opposite them below, and attached to this Third Supplement, are hereby substituted in lieu thereof, or revised as specified:

<u>Original Exhibit</u>	<u>Substituted or Revised Exhibit</u>
a. Amended Exhibit A-3, Amended Site Map	a. Second Amended Exhibit "A-3", Second Amended Site Map
b. Amended Exhibit "A-6", Amended Map of Development Areas	b. Second Amended Exhibit "A-6", Second Amended Map of Development Areas
c. Amended Exhibit "B-3", Amended Legal Description of Site (Adjusted Parcel 3)	c. Second Amended Exhibit "B-3", Second Amended Legal Description of Site (Adjusted Parcel 3)

Amended Exhibit "B-3" attached to the Sixth Amendment and Second Amended Exhibit "B-3" attached to this Third Supplement update the legal description for Parcel 3 resulting from the lot line adjustment which was necessitated by the Conference Center Ballroom Expansion.

5. Section 105. The Site. The penultimate paragraph of Section 105 of the Hotel Ground Lease amended in its entirety in the Fourth Amendment to Ground Lease is hereby amended to read in its entirety as follows:

"References in this Lease to Parcel 4 and/or the Common Area shall include, without limitation, the Public Improvement and Maintenance Easements within Parcels 1, 2 and 3 as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on October 30, 1984 in Book 535 of Maps, at pages 47 and 48, as corrected by that certain Certificate of Correction filed for record on April 24, 1985 as Instrument No. 8389033, in Book J327, page 1212, Official Records, as amended by the Amended Parcel Map recorded in the Office of the Recorder of the County of Santa Clara, State of California, on December 2, 1987 in Book 581 of Maps, at pages 9, 10 and 11, as further amended by that certain Grant Deed between the Redevelopment Agency of the City of Santa Clara as grantor and grantee recorded in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106142 pursuant to that certain Notice of Lot Line Adjustment issued by the City of Santa Clara and recorded concurrently therewith in the Office of the Recorder of the County of Santa Clara, State of California, on March 24, 1998 as Instrument No. 14106143, and as further amended by that certain Grant Deed between

the Redevelopment Agency of the City of Santa Clara as grantor and grantee recorded in the Office of the Recorder of the County of Santa Clara, State of California, on July 11, 2006 as Instrument No. 19010186 pursuant to that certain Notice of Lot Line Adjustment issued by the City of Santa Clara and recorded concurrently therewith in the Office of the Recorder of the County of Santa Clara, State of California, on July 11, 2006, as Instrument No. 19010185.”

6. Hotel Ground Lease in Full Force and Effect. Except as otherwise modified herein, the terms and conditions of the Hotel Ground Lease shall remain unmodified and in full force and effect. In the event of any conflict between the terms of this Third Supplement and the Hotel Ground Lease, the terms of this Third Supplement shall control.
7. Recordation. Agency and Lessee agree that this Third Supplement shall be recorded. The cost and expense of recording this Third Supplement, including stamp, recordation and transfer taxes, if any, shall be borne by Agency.
8. Further Assurances. The Parties agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Third Supplement.
9. Date of this Third Supplement. The “Effective Date” of this Third Supplement shall be the date the Third Supplement is executed by both Parties.
10. Incorporation by Reference. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.
11. Authority to Enter Into Agreement. The Parties hereby represent and warrant to each other that the individual(s) executing this Third Supplement on behalf of each Party are authorized to execute this Third Supplement on behalf of said Party, and that each Party has taken all necessary and required actions to approve the execution of this Third Supplement.
12. Counterparts. This Third Supplement may be executed by each Party on a separate signature page, and when the executed signature pages are combined with the balance of the Third Supplement, it shall constitute one single instrument.

[remainder of page left intentionally blank]

[signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Third Supplement to Hotel Ground Lease as of the dates set forth opposite their signatures.

THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA, CALIFORNIA, a public body, corporate and politic (Agency)

Date: 4-10-07

By: Jennifer Sparadino
Jennifer Sparadino
Executive Director

ATTEST:

By: Rod Diridon, Jr.
Rod Diridon, Jr.
Secretary

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

APPROVED AS TO FORM:
MICHAEL R. DOWNEY
Agency General Counsel

By: Michael R. Downey

KANE, BALLMER & BERKMAN
Agency Special Counsel

By: [Signature]

[remainder of page left intentionally blank]

[signatures on following pages]

HYATT EQUITIES, L.L.C., a Delaware
limited liability company
(Lessee)

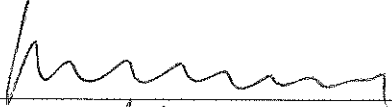
Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: WAZUS

Title: Sr VP

Telephone: (408) 200-1234

Fax: (408) 980-3971

STATE OF _____)
)
COUNTY OF _____)

On _____, before me, _____,
personally appeared _____, personally known to me (or
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.

WITNESS my hand and official seal.

Notary's Signature

(SEAL)

STATE OF _____)
)
COUNTY OF _____)

On _____, before me, _____,
personally appeared _____, personally known to me (or
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.

WITNESS my hand and official seal.

Notary's Signature

(SEAL)

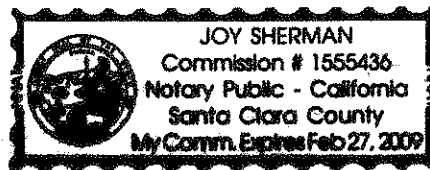
STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA)

On April 10, 2007, before me, JOY SHERMAN, NOTARY PUBLIC, personally appeared JENNIFER SPARACINO, personally known to me (or 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.

WITNESS my hand and official seal.

Joy Sherman
Notary's Signature

(SEAL)



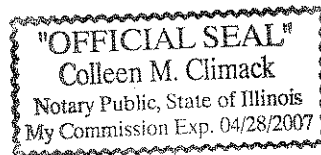
STATE OF Illinois)
)
COUNTY OF Cook)

On April 4, 2007, before me, Colleen M. Climack, personally appeared John Wallis, personally known to me (or 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.

WITNESS my hand and official seal.

Colleen M. Climack
Notary's Signature

(SEAL)



Second Amended Exhibit "A-3"

Second Amended Site Map

[behind this page]

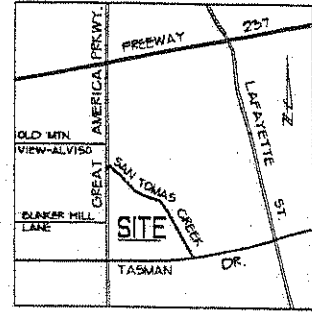
P.O.B.

MOST NORTHERLY POINT OF PARCEL 4

NOTES:

P.I.M.E. — PUBLIC IMPROVEMENT AND MAINTENANCE EASEMENT

LINE, CURVE, AND RADIAL TABLES APPEAR ON THE FOLLOWING PAGE.



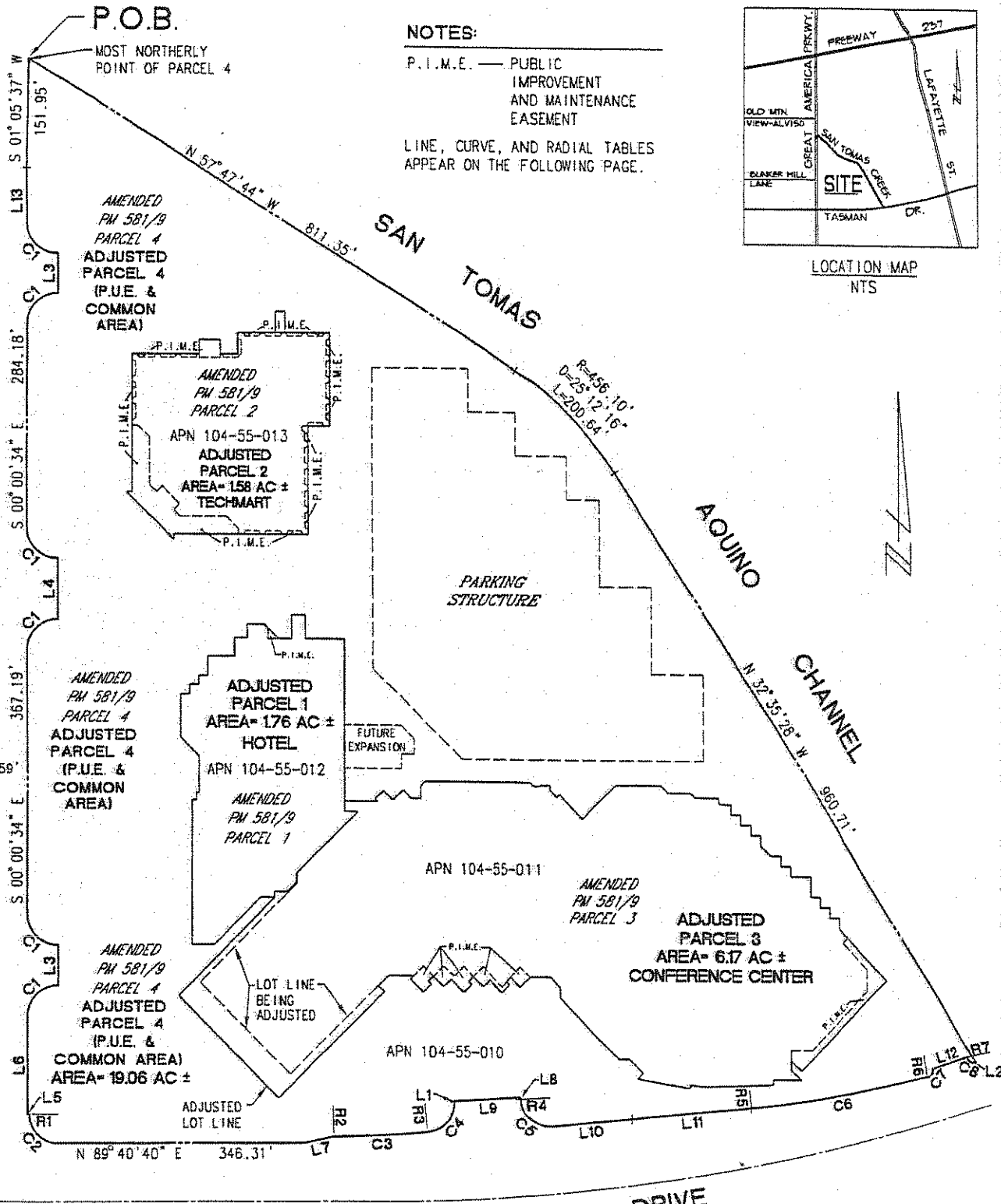
LOCATION MAP NTS

PARKWAY

BUNKER HILL LANE

AMERICA

GREAT



AMENDED PM 581/9 PARCEL 4 ADJUSTED PARCEL 4 (P.U.E. & COMMON AREA)

AMENDED PM 581/9 PARCEL 2 APN 104-55-013 ADJUSTED PARCEL 2 AREA= 1.58 AC ± TECHMART

AMENDED PM 581/9 PARCEL 4 ADJUSTED PARCEL 4 (P.U.E. & COMMON AREA)

ADJUSTED PARCEL 1 AREA= 1.76 AC ± HOTEL APN 104-55-012

AMENDED PM 581/9 PARCEL 4 ADJUSTED PARCEL 4 (P.U.E. & COMMON AREA) AREA= 19.06 AC ±

APN 104-55-011

AMENDED PM 581/9 PARCEL 3

ADJUSTED PARCEL 3 AREA= 6.17 AC ± CONFERENCE CENTER

APN 104-55-010

ADJUSTED LOT LINE

LOT LINE BEING ADJUSTED

FUTURE EXPANSION

PARKING STRUCTURE

SAN TOMAS

AQUINO

CHANNEL

TASMAN

DRIVE

Second Amended EXHIBIT 'A-3'

Page 1 of 2

K:\... \LPD\HUNG\CONVENTIONS\OVERALL7-2006.DWG

Revised	HL	8-14-06
Drawn By	HL	7-10-06
Checked By	RS	10-5-06
Approved By	J.M.P.	Date 10-5-06

RAJEEV BATRA CITY ENGINEER

CITY OF SANTA CLARA PLAT TO ACCOMPANY LEGAL DESCRIPTION SECOND AMENDED SITE MAP

Scale	1"=200'
Ref.	
Tracing No.	11,591-A

11-591-A

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 03° 38' 18" W	1.00'
L2	N 72° 45' 45" E	2.13'
L3	S 00° 00' 34" E	56.00' (R)
L4	S 00° 00' 34" E	84.00' (R)
L5	N 89° 59' 26" E	2.00' (R)
L6	S 00° 00' 34" E	137.26'
L7	N 77° 44' 15" E	40.58'
L8	S 03° 38' 18" E	2.69'
L9	N 86° 21' 42" E	100.00'
L10	N 84° 19' 49" E	113.85'
L11	N 84° 19' 47" E	167.94'
L12	N 71° 40' 23" E	55.01'
L13	S 00° 00' 34" E	77.78'

CURVE TABLE:

CURVE	RADIUS	DELTA	LENGTH
C1	42.00'	90° 00' 00"	65.97'
C2	40.00'	90° 18' 44"	63.05'
C3	1990.00'	3° 46' 32"	131.13'
C4	40.00'	88° 23' 48"	61.71'
C5	40.00'	92° 01' 08"	64.24'
C6	1590.00'	9° 21' 39"	259.77'
C7	10.03'	90° 00' 00"	15.76'
C8	10.00'	79° 59' 29"	13.96'

RADIAL TABLE:

RADIAL	RADIUS	BEARING
R1	40.00'	S 89° 59' 26" W
R2	1990.00'	S 01° 27' 56" E
R3	40.00'	S 05° 14' 29" E
R4	40.00'	S 86° 21' 26" W
R5	1590.00'	S 05° 39' 53" E
R6	10.03'	S 08° 23' 06" E
R7	10.00'	S 76° 03' 36" W

Second Amended
EXHIBIT 'A-3'

Page 2 of 2

K:\...\LPD\HUNG\CONVENTION5OVERALL7-2006.DWG		
Revised	HL	8-14-06
Drawn By	HL	7-10-06
Checked By	RE	10-5-06
Approved By	J. P.	Date 10.5.06
RAJEEV BATRA CITY ENGINEER		

CITY OF SANTA CLARA

PLAT TO ACCOMPANY LEGAL DESCRIPTION
SECOND AMENDED SITE MAP


Scale	1"=200'
Ref.	
Tracing No.	11.591-A

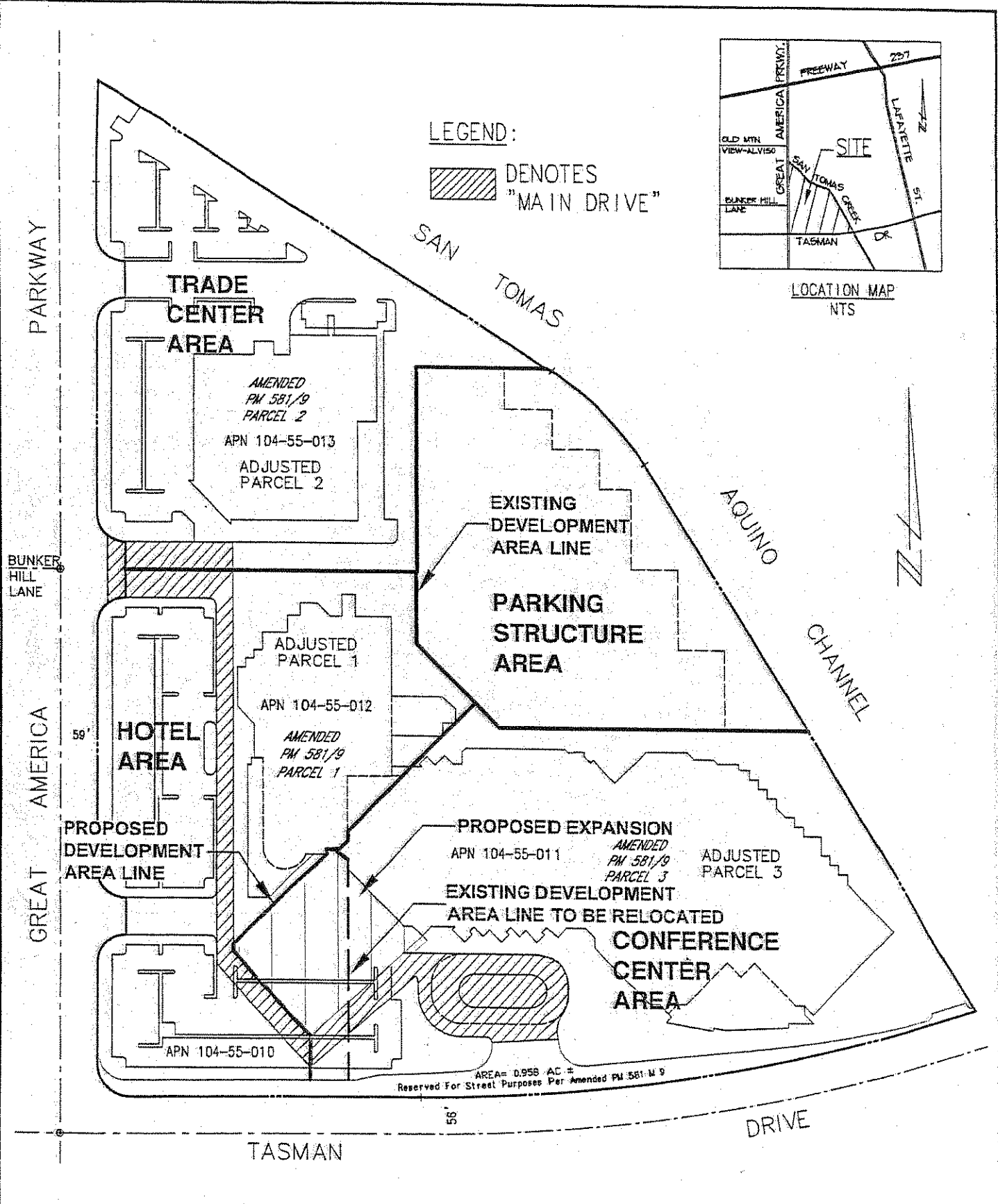
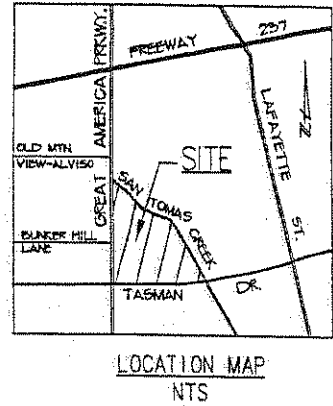
11.591-A

Second Amended Exhibit "A-6"

Second Amended Map of Development Areas

[behind this page]

LEGEND:
 DENOTES "MAIN DRIVE"



AREA = 0.958 AC ±
 Reserved For Street Purposes Per Amended PM 581-M 9

Revised	HL	7-7-06
Drawn By	HL	
Checked By	HL	10-5-06
Approved By	Jim P.	Date 10.5.06
RAJEEV BATRA CITY ENGINEER		

CITY OF SANTA CLARA		Scale 1"=200'
SECOND AMENDED EXHIBIT "A-6"		Ref.
SECOND AMENDED MAP OF DEVELOPMENT AREAS		Tracing No. 11,591-A

Second Amended Exhibit "B-3"

Second Amended Legal Description of Site
(Adjusted Parcel 3)

[behind this page]

SECOND AMENDED EXHIBIT 'B-3'
SECOND AMENDED LEGAL DESCRIPTION OF SITE
(ADJUSTED PARCEL 3)

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF SANTA CLARA BRASS PIN MONUMENT AT THE INTERSECTION OF TASMAN DRIVE AND GREAT AMERICA PARKWAY, AS SHOWN ON THAT CERTAIN AMENDED PARCEL MAP RECORDED IN BOOK 581 OF MAPS, AT PAGES 9 THRU 11, SANTA CLARA COUNTY RECORDS;

THENCE, FROM SAID POINT OF COMMENCEMENT, NORTH 43°02'17" EAST, 393.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE, FROM SAID TRUE POINT OF BEGINNING, NORTH 44°59'26" EAST, 193.07 FEET;

THENCE, NORTH 00°00'34" EAST, 7.47 FEET;

THENCE, NORTH 89°59'26" EAST, 16.78 FEET;

THENCE, NORTH 44°58'16" EAST, 19.63 FEET;

THENCE, NORTH 00°00'34" WEST, 11.89 FEET;

THENCE, NORTH 44°59'26" EAST, 1.72 FEET;

THENCE, NORTH 44°59'26" EAST, 119.99 FEET;

THENCE, SOUTH 89°59'26" WEST, 18.50 FEET;

THENCE, NORTH 00°00'34" WEST, 14.15 FEET;

THENCE, NORTH 89°59'26" EAST, 46.79 FEET;

THENCE, NORTH 45°00'34" WEST, 6.00 FEET;

THENCE, NORTH 44°59'26" EAST, 16.00 FEET;

THENCE, SOUTH 45°00'34" EAST, 18.00 FEET;

THENCE, NORTH 44°59'26" EAST, 20.00 FEET;

THENCE, SOUTH 45°00'34" EAST, 17.17 FEET;

THENCE, NORTH 89°59'26" EAST, 13.31 FEET;

THENCE, NORTH 00°00'34" WEST, 18.00 FEET;

THENCE, NORTH 44°59'26" EAST, 8.49 FEET;

THENCE, NORTH 89°59'26" EAST, 151.35 FEET;

THENCE, SOUTH 45°00'34" EAST, 7.42 FEET;

THENCE, NORTH 89°59'26" EAST, 8.00 FEET;

THENCE, NORTH 00°00'34" WEST, 1.31 FEET;

THENCE, NORTH 89°59'26" EAST, 14.67 FEET;

THENCE, SOUTH 00°00'34" EAST, 6.50 FEET;

THENCE, SOUTH 45°00'34" EAST, 14.00 FEET;

THENCE, NORTH 44°59'26" EAST, 6.00 FEET;

THENCE, SOUTH 45°00'34" EAST, 48.50 FEET;

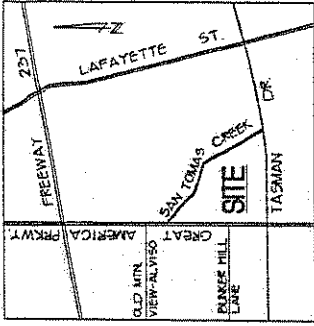
THENCE, NORTH 44°59'26" EAST, 66.77 FEET;
THENCE, NORTH 89°59'26" EAST, 63.97 FEET;
THENCE, SOUTH 45°00'34" EAST, 14.77 FEET;
THENCE, NORTH 89°59'26" EAST, 30.41 FEET;
THENCE, SOUTH 45°00'34" EAST, 8.78 FEET;
THENCE, NORTH 89°59'26" EAST, 32.33 FEET;
THENCE, SOUTH 00°00'34" EAST, 6.17 FEET;
THENCE, SOUTH 45°00'34" EAST, 4.00 FEET;
THENCE, NORTH 89°59'26" EAST, 14.14 FEET;
THENCE, SOUTH 00°00'34" EAST, 14.14 FEET;
THENCE, NORTH 89°59'26" EAST, 14.14 FEET;
THENCE, SOUTH 00°00'34" EAST, 14.14 FEET;
THENCE, NORTH 89°59'26" EAST, 14.14 FEET;
THENCE, SOUTH 00°00'34" EAST, 14.14 FEET;
THENCE, NORTH 89°59'26" EAST, 14.14 FEET;
THENCE, SOUTH 00°00'34" EAST, 14.14 FEET;
THENCE, SOUTH 45°00'34" EAST, 20.00 FEET;
THENCE, NORTH 89°59'26" EAST, 14.14 FEET;
THENCE, SOUTH 00°00'34" EAST, 14.14 FEET;
THENCE, NORTH 89°59'26" EAST, 14.14 FEET;
THENCE, SOUTH 00°00'34" EAST, 14.14 FEET;
THENCE, NORTH 89°59'26" EAST, 28.28 FEET;
THENCE, SOUTH 00°00'34" EAST, 28.28 FEET;
THENCE, NORTH 89°59'26" EAST, 14.14 FEET;
THENCE, SOUTH 00°00'34" EAST, 14.14 FEET;
THENCE, NORTH 89°59'26" EAST, 14.14 FEET;
THENCE, SOUTH 00°00'34" EAST, 14.14 FEET;
THENCE, NORTH 89°59'26" EAST, 14.14 FEET;
THENCE, SOUTH 00°00'34" EAST, 14.14 FEET;
THENCE, SOUTH 45°00'34" EAST, 18.00 FEET;
THENCE, SOUTH 45°00'34" EAST, 82.00 FEET;
THENCE, SOUTH 44°59'26" WEST, 180.00 FEET;
THENCE, NORTH 45°00'34" WEST, 20.00 FEET;
THENCE, SOUTH 00°00'34" EAST, 13.00 FEET;
THENCE, SOUTH 45°00'34" EAST, 20.00 FEET;
THENCE, SOUTH 89°59'26" WEST, 40.00 FEET;
THENCE, SOUTH 00°00'34" EAST, 7.00 FEET;
THENCE, SOUTH 87°46'25" WEST, 97.70 FEET;
THENCE, NORTH 80°00'34" WEST, 18.00 FEET;
THENCE, SOUTH 09°59'26" WEST, 5.00 FEET;
THENCE, NORTH 80°00'34" WEST, 74.00 FEET;
THENCE, NORTH 44°59'26" EAST, 11.00 FEET;

THENCE, NORTH 45°00'34" WEST, 7.00 FEET;
THENCE, NORTH 45°00'34" WEST, 20.00 FEET;
THENCE, SOUTH 89°59'26" WEST, 14.14 FEET;
THENCE, NORTH 45°00'34" WEST, 120.00 FEET;
THENCE, NORTH 00°00'34" WEST, 14.14 FEET;
THENCE, NORTH 45°00'34" WEST, 20.00 FEET;
THENCE, SOUTH 89°59'26" WEST, 27.81 FEET;
THENCE, SOUTH 44°59'26" WEST, 4.33 FEET;
THENCE, SOUTH 44°59'26" WEST, 20.00 FEET;
THENCE, NORTH 45°00'34" WEST, 20.00 FEET;
THENCE, SOUTH 44°59'26" WEST, 9.67 FEET;
THENCE, SOUTH 45°00'34" EAST, 6.00 FEET;
THENCE, SOUTH 44°59'26" WEST, 16.33 FEET;
THENCE, NORTH 45°00'34" WEST, 26.00 FEET;
THENCE, SOUTH 44°59'26" WEST, 14.00 FEET;
THENCE, NORTH 45°00'34" WEST, 20.00 FEET;
THENCE, SOUTH 44°59'26" WEST, 9.67 FEET;
THENCE, SOUTH 45°00'34" EAST, 6.00 FEET;
THENCE, SOUTH 44°59'26" WEST, 16.33 FEET;
THENCE, NORTH 45°00'34" WEST, 26.00 FEET;
THENCE, SOUTH 44°59'26" WEST, 14.00 FEET;
THENCE, NORTH 45°00'34" WEST, 20.00 FEET;
THENCE, SOUTH 44°59'26" WEST, 9.67 FEET;
THENCE, SOUTH 45°00'34" EAST, 6.00 FEET;
THENCE, SOUTH 44°59'26" WEST, 16.33 FEET;
THENCE, NORTH 45°00'34" WEST, 26.00 FEET;
THENCE, NORTH 44°59'26" EAST, 6.00 FEET;
THENCE, NORTH 45°00'34" WEST, 4.33 FEET;
THENCE, SOUTH 89°59'26" WEST, 28.28 FEET;
THENCE, SOUTH 44°59'26" WEST, 20.00 FEET;
THENCE, SOUTH 45°00'34" EAST, 11.85 FEET;
THENCE, SOUTH 44°59'26" WEST, 210.00 FEET;
THENCE, NORTH 45°00'34" WEST, 200.00 FEET TO THE TRUE POINT OF BEGINNING; AND,

CONTAINING AN AREA OF 6.17 ACRES, MORE OR LESS.

APN 104-55-011

[PLAT TO ACCOMPANY LEGAL DESCRIPTION APPEAR ON THE FOLLOWING PAGE]



LOCATION MAP
NTS

LEGEND AND NOTES :

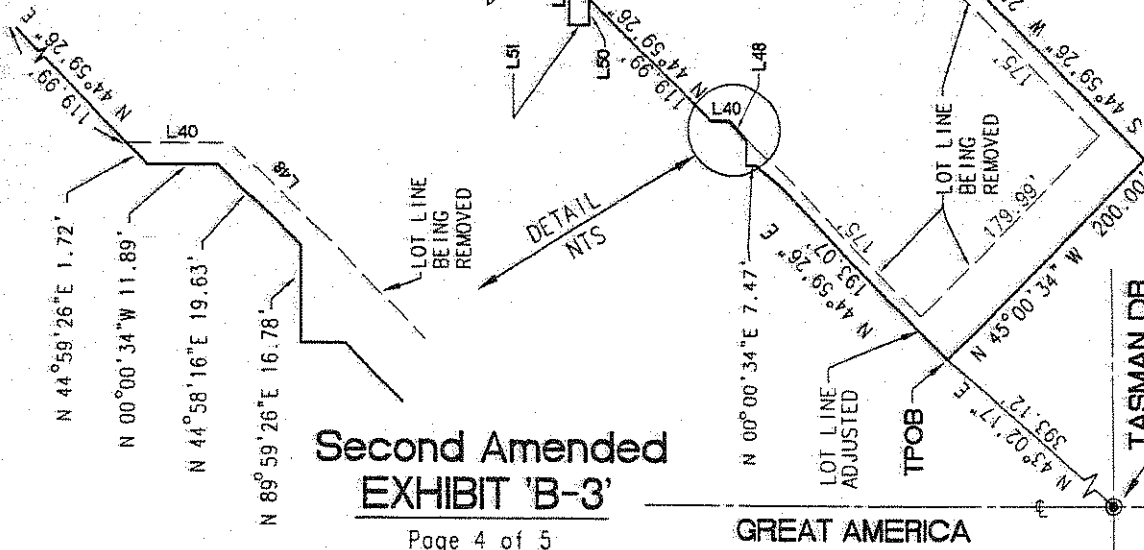
- P.I.M.E. — PUBLIC IMPROVEMENT AND MAINTENANCE EASEMENT
- L.L.A. — LOT LINE ADJUSTMENT
- LINE AND CURVE TABLES APPEAR ON THE FOLLOWING PAGE

**ADJUSTED PARCEL 3
AREA = 6.17 AC ±**

AMENDED
PM 581/9
PARCEL 3
(12/2/1987)

APN 104-55-011 (2004-05)

L.L.A.
ADJUSTED PCL. 3 PER
DOC. #14106143
(3/24/1998)



**Second Amended
EXHIBIT 'B-3'**

Page 4 of 5

GREAT AMERICA

PARKWAY

TASMAN DR.

POC
C.S.C.
BRASS PIN
MONUMENT
(PM 581/9)

K:\... \LPD\HUNG\CONVENTION7-2006\SC18202-exhibit-b-3.DWG		
Revised		
Drawn By	HL	7-10-06
Checked By	RE	10-5-06
Approved By	Jim P.	Date 10.5.06
RAJEEV BATRA CITY ENGINEER		

CITY OF SANTA CLARA

PLAT TO ACCOMPANY LEGAL DESCRIPTION
SECOND AMENDED MAP OF ADJUSTED PARCEL 3

Scale	1" = 130'
Ref.	
Tracing No.	11,591-A

11,591-A

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 45° 00' 34" E	82.00'
L2	S 00° 00' 34" E	28.28'
L3	N 89° 59' 26" E	14.14'
L4	S 00° 00' 34" E	14.14'
L5	N 89° 59' 26" E	28.28'
L6	S 45° 00' 34" E	18.00'
L7	N 45° 00' 34" W	20.00'
L8	S 00° 00' 34" E	13.00'
L9	S 89° 59' 26" W	40.00'
L10	S 00° 00' 34" E	7.00'
L11	S 45° 00' 34" E	20.00'
L12	S 45° 00' 34" E	8.78'
L13	N 89° 59' 26" E	32.33'
L14	S 00° 00' 34" E	6.17'
L15	S 45° 00' 34" E	4.00'
L16	S 45° 00' 34" E	14.77'
L17	N 89° 59' 26" E	63.97'
L18	N 89° 59' 26" E	30.41'
L19	S 45° 00' 34" E	7.42'
L20	N 89° 59' 26" E	8.00'
L21	N 00° 00' 34" W	1.31'
L22	N 89° 59' 26" E	14.67'
L23	S 00° 00' 34" E	6.50'
L24	S 45° 00' 34" E	14.00'
L25	N 44° 59' 26" E	6.00'
L26	S 45° 00' 34" E	48.50'
L27	S 89° 59' 26" W	27.81'
L28	S 44° 59' 26" W	4.33'
L29	S 44° 59' 26" W	9.67'
L30	S 45° 00' 34" E	6.00'

LINE TABLE:

LINE	BEARING	DISTANCE
L31	S 44° 59' 26" W	14.00'
L32	S 44° 59' 26" W	20.00'
L33	N 44° 59' 26" E	66.77'
L34	N 80° 00' 34" W	18.00'
L35	S 09° 59' 26" W	5.00'
L36	N 45° 00' 34" W	7.00'
L37	S 89° 59' 26" W	14.14'
L38	N 44° 59' 26" E	11.00'
L39	N 80° 00' 34" W	74.00'
L40	N 00° 00' 34" W	14.14'
L41	S 44° 59' 26" W	16.33'
L42	N 45° 00' 34" W	26.00'
L43	N 89° 59' 26" E	13.31'
L44	N 00° 00' 34" W	18.00'
L45	N 44° 59' 26" E	8.49'
L46	N 45° 00' 34" W	6.00'
L47	N 44° 59' 26" E	16.00'
L48	N 44° 59' 26" E	20.00'
L49	S 45° 00' 34" E	17.17'
L50	S 89° 59' 26" W	18.50'
L51	N 00° 00' 34" W	14.15'
L52	N 89° 59' 26" E	46.79'
L53	S 89° 59' 26" W	28.28'
L54	N 45° 00' 34" W	4.33'
L55	S 87° 46' 25" W	97.70'

Second Amended
EXHIBIT 'B-3'

Page 5 of 5

K:\... \LPD\HUNG\CONVENTION7-2006\SC18202exhibit-b-3.DWG

Revised	
Drawn By	HL 7-10-06
Checked By	RE 10-5-06
Approved By	Jin P Date 10-5-06
RAJEEV BATRA CITY ENGINEER	

CITY OF SANTA CLARA

PLAT TO ACCOMPANY LEGAL DESCRIPTION
SECOND AMENDED MAP OF ADJUSTED PARCEL 3

Scale	1"=120'
Ref.	
Tracing No.	11,591-A

11,591-A