

AFFORDABLE HOUSING LOAN AGREEMENT

This Agreement is made on March 28, 2006 by and between the City of Guadalupe Community Redevelopment Agency, a public body, corporate and politic, (the "Agency") and Habitat for Humanity Northern Santa Barbara County, Inc., a California non-profit corporation ("Habitat"):

A. The Agency has set aside in its Housing Set-Aside Fund certain monies made available to the Agency exclusively for the purpose of increasing or improving the supply of Very-Low, Low and Moderate income housing in the City of Guadalupe, pursuant to the affordable housing provisions of the Community Redevelopment Law, set forth in California Health and Safety Code Section 33334.2 et seq. (the "Affordable Housing Funds").

B. Habitat will acquire real property of its choosing (the "Property") situated in the City of Guadalupe Redevelopment Project Area for the construction of Very-Low, Low and Moderate income housing. It is the specific intent of the parties that Habitat shall not require further approval from the Agency to purchase properties with Agency funds pursuant to this Agreement.

C. The Property's development and use in accordance with this Agreement will be of benefit to the Redevelopment Project Area.

D. The parties mutually desire that Habitat develop and use the Property to provide affordable housing for Very-Low, Low and/or Moderate Income persons, as provided in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL PROMISES SET FORTH HEREIN, the Agency and Habitat hereby agree as follows:

1. DEFINITIONS

"Agency" means the Guadalupe Redevelopment Agency, and any assignee of or successor to its rights, powers, and responsibilities.

"Deed of Trust" means the Deed of Trust with Assignment of Rents, in which Habitat is the Trustor and Agency is the Beneficiary, which secures the Agency's Loan, substantially in the form attached hereto as Exhibit "A", and incorporated herein by this reference.

"Agency Loan" means the loan of \$550,000 to be made by Agency to Habitat in accordance with this Agreement to finance the Acquisition of real property for the construction of Very-Low, Low and Moderate income housing within the Redevelopment Project Area.

"Agreement" means this Affordable Housing Loan Agreement.

"Agreement Containing Affordable Housing Covenants" means the agreement containing income and sales price limitations and restrictions, to be recorded against the Property's title,

substantially in the form attached hereto as Exhibit "B", and incorporated herein by this reference.

"City" means the City of Guadalupe, California.

"Closing" means the date when all conditions precedent to the release of the Agency Loan funds for the acquisition of the Property have been satisfied, and all documents signed in accordance with this Agreement.

"Hazardous Substances" means, without limitation, any flammable explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials of any kind.

"HUD" means the United States Department of Housing and Urban Development.

"Habitat" means Habitat for Humanity Northern Santa Barbara County, Inc., a California nonprofit public benefit corporation, its successors, and assigns.

"Low Income" means household income that does not exceed 80% of the area median income, adjusted for family size appropriate for the unit, as determined by HUD and published from time to time by the California Department of Housing and Community Development.

"Moderate Income" means household income that does not exceed 120% of the area median income, adjusted for family size appropriate for the unit, as determined by HUD and published from time to time by the California Department of Housing and Community Development.

"Note" means the Promissory Note evidencing the loan of \$ 550,000 by Agency to Habitat.

"Permitted Transfer" means any Transfer that is approved by the Agency or expressly permitted by the terms of this Agreement, the Agency Note, Agency Deed of Trust, or the Agreement Containing Covenants.

"Property" means any real property acquired by Habitat within the Redevelopment Project Area with Agency Housing Set Aside Funds. All property shall be selected at Habitat's discretion and shall not require any additional approval of the Agency.

"Sale Price" means the price at which the Property is offered by Habitat, exclusive of title insurance, closing costs, and loan costs.

"Transfer" means any sale, transfer, assignment, or conveyance of the Property or any portion thereof or interest therein, or any agreement to do so, including any conveyance of security interests in the Property, except for a Permitted Transfer.

"Very-Low Income" means household income that does not exceed 50% of the area median income, adjusted for family size appropriate for the unit, as determined by HUD and published from time to time by the California Department of Housing and Community Development.

2. PARTIES TO THE AGREEMENT

Agency

(a) The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of California (California Health and Safety Code Sections 33000 et seq). The address of the Agency for purposes of receiving notices pursuant to this Agreement is: 918 Obispo St., Guadalupe, California 93434.

(b) "Agency" as used in this Agreement includes the City of Guadalupe Community Redevelopment Agency, and any assignee of or successor to its rights, powers, and responsibilities.

Habitat for Humanity Northern Santa Barbara County, Inc.

(a) Habitat is a California nonprofit public benefit corporation. The address of Habitat for purposes of receiving notices pursuant to this Agreement is: P.O. Box 5873, Santa Maria, CA 93456.

(b) "Habitat" as used in this Agreement includes the Habitat for Humanity Northern Santa Barbara County, Inc. and any permitted nominee, assignee or successor in interest as herein provided.

3. PROHIBITION AGAINST TRANSFERS

(a) No voluntary or involuntary successor in interest of Habitat shall acquire any rights or powers under this Agreement except as expressly set forth herein.

(b) Habitat shall not assign all or any part of this Agreement, nor make any Transfer (other than a Permitted Transfer) of the whole or any part of any real property acquired by Habitat with Agency funds, or enter into any agreement to do so, without the prior written approval of the Agency Executive Director. In the absence of a specific written agreement by the Agency, no such Transfer of the Property, or assignment of this Agreement, (or any portion thereof or interest therein) relieve Habitat or any other party from any obligations under this Agreement.

(c) Habitat shall promptly notify the Agency Executive Director of any and all changes whatsoever in the identity of the individuals managing or in control of Habitat, of which it or any of its officers have been notified or otherwise have actual knowledge. This Agreement may be terminated by the Agency if, during" the term of the

Agency Loan, other than in the course of its normal operations, there is any significant change (voluntary or involuntary) in membership, management or control of Habitat (other than routine management changes, changes occasioned by the death or incapacity of any individual, or changes approved by the Agency Executive Director as provided above).

(d) Habitat shall not place, or allow to be placed, on any real property acquired by it pursuant to the terms of this Agreement, or any portion thereof, any increase to a senior encumbrance, any mortgage, trust deed, encumbrance (excluding easements not unreasonably interfering with the use of any such real property) or lien (excluding mechanic's liens paid prior to foreclosure or liens for current year property taxes not paid) not authorized by the Agency.

(e) The covenants of Habitat set forth in this Section relating to the placement of any unauthorized mortgage, trust deed, encumbrance or lien shall remain in effect for so long as the Agency Deed of Trust remains a lien against the Property.

4. TAXES AND ASSESSMENTS: PROHIBITION AGAINST UNAUTHORIZED LIENS

Habitat shall pay when due all real estate taxes and assessments, if any, assessed and levied on or against the Property for any period after the Closing. Habitat shall remove, or shall have removed any levy or attachment made on the Property (or any portion thereof), or shall assure the satisfaction thereof within a reasonable time but in any event prior to foreclosure. Nothing herein contained shall be deemed to prohibit Habitat from contesting the validity or amount of any tax, assessment, encumbrance or lien, nor to limit the remedies available to Habitat in respect thereto.

5. CONDITION OF THE PROPERTY

(a) The Agency makes no representation or warranty, express or implied regarding the Property as to the condition of the soil or water, its geology, or the presence of known or unknown faults. Agency makes no representation or warranty, express or implied, regarding the condition of the improvements currently existing on the Property. It shall be the sole responsibility of Habitat, at Habitat's sole expense, to investigate and determine the soil and water condition of the Property, the suitability of the Property for Habitat's intended uses. If the condition of the Property or any part thereof, is not in all respects reasonably suitable for the use or uses to which the Property will be put, then it is the sole responsibility and obligation of Habitat to take such action as may be necessary to place the Property in all respects in a condition reasonably suitable for the uses contemplated by this Agreement.

(b) After taking title to the Property, Habitat shall defend, indemnify and hold harmless the Agency and its officers, agents, employees, contractors, and consultants from any claims, liability, injury, damages, costs and expenses (including, without limiting the generality of the foregoing, the cost of any required clean up of Hazardous Substances, and the cost of attorneys' fees) which may be sustained as the result of the presence or clean up of Hazardous Substances on, in, or under the Property.

(c) Habitat shall remove and/or otherwise remedy, to the extent required by law and any implementing rules and regulations, and sufficiently to adequately protect the public health and safety (including the health and safety of occupants of the Property and adjacent properties), any Hazardous Substances and soil and water contamination on, in, under and/or within the Property. Such work shall comply with all applicable rules, procedures, requirements, and laws of the City of Guadalupe and the County of Santa Barbara, and all other governmental entities either having or claiming jurisdiction.

6. SCHEDULE OF PERFORMANCE

Unless otherwise specifically provided herein, Habitat and Agency shall perform all acts respectively required of such party in this Agreement within the times provided in this Agreement, and, if no time is given, within 730 days after the date of this Agreement.

7. COMPLIANCE WITH APPLICABLE LAWS

The use of the Property shall comply with all applicable laws, rules, and regulations.

8. INDEMNIFICATION AND INSURANCE

(a) For so long as the Deed of Trust remain a lien against the Property, Habitat agrees to and shall defend, indemnify and hold the Agency, the City and their respective officers, officials, employees, volunteers, contractors and agents harmless from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person arising directly or indirectly out of or related to the Property or to Habitat or its officers, employees, contractors or agents. This indemnity shall not apply to any active negligence, sole negligence, or willful misconduct of the Agency, the City or their respective officers, employees, contractors, or agents.

(b) Prior to the Closing, Habitat shall furnish or cause to be furnished to the Agency evidence of the following policies of insurance, naming Habitat as insured and the Agency, the City, and their officers, officials, employees, and volunteers are to be covered as insured's, except as to Worker's Compensation Insurance. The insurance shall be kept in force for the entire term of the Agency Loan.

- (i) **Liability Insurance:** Habitat shall maintain or cause to be maintained liability insurance at least as broad as Insurance Services Offices Commercial General Liability Coverage (occurrence form CG 0001), to protect against loss from liability imposed by law for damages on account of, but not limited to, (1) bodily injury, including death, suffered or alleged to be suffered by any person or persons whomsoever on or about the Property and the business of Habitat on the Property, or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of Habitat or its subleesees, or any person acting for Habitat, or under its respective control or direction, and also to protect against loss from liability imposed by law for (2) damages to any property of any

person occurring on or about the Property, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of Habitat or its tenants, or any person acting for Habitat, or under its control or direction. Such property damage and bodily injury insurance shall also provide for and protect Agency against incurring any legal cost in defending claims for alleged loss. Such Commercial General Liability insurance shall be maintained in full force and effect during the term of the Agency Loan in the following amounts: Commercial General Liability insurance with limits not less than \$1,000,000 for each occurrence, combined single limit for bodily injury and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Any deductible or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or Habitat shall provide a financial guaranty satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses.

- (ii) Workers' Compensation Insurance: Habitat shall maintain or cause to be maintained workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance shall cover all persons employed by Habitat in connection with the Property and shall cover liability within statutory limits for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Property or the operation thereof by Habitat. Notwithstanding the foregoing, Habitat may, in compliance with the laws of the State of California and in lieu of maintaining such insurance, self-insure for workers' compensation in which event Lessee shall deliver to Agency evidence that such self-insurance has been approved by the appropriate State authorities.

Policies hereunder shall not be subject to cancellation, reduction in coverage, or non-renewal except after notice in writing has have been sent by registered mail addressed to Agency, to the extent practicable within 30 days in advance but in any event prior to the effective date thereof.

All insurance provided under this Section shall be for the benefit of Habitat and the Agency. Habitat agrees to timely pay all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Habitat agrees to submit policies of all insurance required by this Section 8, or certificates evidencing the existence thereof, to Agency within 30 days prior to the Closing, indicating full coverage of the contractual liability imposed hereby. Within thirty

(30) days, if practicable, but in any event prior to expiration of any such policy, copies of renewal policies, or certificates evidencing the existence thereof, shall be submitted to Agency. All insurance herein provided for under this Section 8 shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California reasonably approved by Agency. All policies or certificates of insurance shall provide that such policies shall not be canceled or limited in any manner without at least thirty (30) days prior written notice to Agency.

(c) If Habitat fails or refuses to procure or maintain insurance as required by this Agreement, Agency shall have the right, at Agency's election, and upon ten (10) days prior notice to Habitat, to procure and maintain such insurance. The premiums paid by Agency shall be treated as a loan, with interest accruing at the same rate as the Note, due from Habitat, to be paid on the first day of the month following the date on which the premiums were paid. Agency shall give prompt notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).

9. DISCLAIMER OF RESPONSIBILITY BY THE AGENCY

The Agency neither undertakes nor assumes nor has any responsibility, right, or duty to Habitat or to any third party to review, inspect, supervise, pass judgment upon or inform Habitat or any third party of any matter in connection with the Property. Habitat and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Habitat or to any third party by the City in connection with such matter is for the public purpose of providing affordable housing for Very-Low, Low and/or Moderate Income persons, and neither Habitat (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon.

10. RIGHTS OF ACCESS

The Agency shall have the right, at its sole risk and expense, to enter the Property or any part thereof at reasonable times and with as little interference as possible, for the purpose of inspecting the Property for purposes of Habitat's compliance with this Agreement. The representatives of the Agency entering the Property shall be identified in writing in advance by the Agency Executive Director (or his/her designee). Any such entry shall be made only after reasonable notice to Habitat.

11. AGENCY LOAN

In accordance with and subject to the terms and conditions of this Agreement, the Agency agrees to lend to Habitat, and Habitat agrees to borrow from the Agency, funds for acquisition of property located within the Redevelopment Project Area and selected by Habitat for the development and construction of Very-Low, Low and Moderate income housing. The amount of the loan shall be five hundred fifty thousand Dollars and No/100 cents (\$550,000).

12. CONDITIONS PRECEDENT TO CLOSING

The conditions precedent to the Closing are as follows:

(a) Habitat shall deliver evidence acceptable to the Agency Executive Director that Habitat has obtained the insurance policies as required by Section 8 above. If Habitat has provided proof of such insurance in a previous Closing it need not provide the proof for any subsequent Closings unless changes to the policies have been made by Habitat.

(b) Habitat shall deliver a copy of the resolution of the Habitat board of directors authorizing the execution of this Agreement and the Agency Loan documents. If said resolution has been provided to Agency for a previous Closing Habitat need not provide the resolution again for subsequent Closings unless the original resolution did not contain approvals to execute subsequent Agency Loan documents.

(c) For each real property acquired hereunder, Habitat shall execute the Agreement Containing Housing Affordability Covenants, the Agency's Note and Deed of Trust; the Agency shall execute the Agreement Containing Housing Covenants, Loan Agreement.

13. DISBURSEMENT OF AGENCY'S LOAN

No portion of the Agency's Loan shall be disbursed until all conditions precedent to the disbursement of the Loan has been satisfied. Upon satisfaction of the conditions precedent for each property purchased by Habitat, the Agency Executive Director is hereby authorized to disburse funds to Habitat or to escrow for purchase of real property within the Redevelopment Project Area.

14. TIME FOR CLOSING

Habitat shall satisfy the conditions described in Section 12 and complete the Closing within 45 days after Habitat enters into a purchase agreement for any real property in the Redevelopment Project Area for the purpose of constructing Very-Low, Low and Moderate income housing.

15. USE OF THE PROPERTY

Habitat covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Habitat, its successors and assignees shall use the Property exclusively to provide affordable housing for Very-Low, Low and/or Moderate Income persons in accordance with Habitat's affordable housing program ("Habitat's Program"), subject to and consistent with the requirements of the Agreement Containing Covenants.

16. OBLIGATION TO REFRAIN FROM DISCRIMINATION - GENERAL

Habitat covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, there shall be no discrimination against or segregation

of any person, or group of persons, on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall Habitat itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

17. OBLIGATION TO REFRAIN FROM DISCRIMINATION IN DEEDS, LEASES OR CONTRACTS

Habitat shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Project (or any part thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry, disability, or national origin of any person. All such deeds, leases, or contracts pertaining thereto shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) In deeds: "The grantee herein covenants by and for itself, its successors, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin, disability, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of sex, marital status, race, color, religion, creed, national origin, disability, or ancestry, in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, or occupancy of tenants, lessees, sublessees, tenants, or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin, disability, or ancestry in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

18. DEFAULTS - GENERAL

(a) Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence, and during any period of curing shall not be in default.

(b) The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

(c) If an event of monetary' default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of fifteen (15) days after such notice is given within which to cure the default prior to exercise of remedies by the injured party.

(d) If an event of non-monetary default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the party in default shall have such period to effect a cure prior to exercise of remedies by the injured party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party. In no event shall the injured party be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given.

19. INSTITUTION OF LEGAL ACTIONS

All legal actions must be instituted in the Superior Court of the County of Santa Barbara, State of California, or in any other appropriate court of that county.

20. APPLICABLE LAW

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

21. RIGHTS AND REMEDIES ARE CUMULATIVE

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

22. DAMAGES

If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in this Agreement, the defaulting party shall be liable to the non-defaulting party for any damages caused by such default, and the non-defaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

23. SPECIFIC PERFORMANCE

If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in this Agreement, the non-defaulting party, at its option, may thereafter (but not before) commence an action for specific performance of the terms of this Agreement pertaining to such default.

24. REMEDIES AND RIGHTS OF TERMINATION

(a) Termination by Habitat

(b)

Subject to notice and opportunity to cure as provided in the Agreement, in the event that the Agency fails to disburse the Agency Loans as provided herein, then this Agreement and any rights and obligations of Habitat in this Agreement may be terminated by Habitat by giving written notice thereof to the Agency, and neither the Agency nor Habitat shall have any further rights against or liability to the other under this Agreement with respect to the Property.

(b) Termination by Agency

Subject to notice and opportunity to cure as provided in Section 18, this Agreement and any rights of Habitat in this Agreement shall, at the option of the Agency, be terminated by written notice to Habitat, and neither the Agency nor Habitat shall have any further rights against or liability to the other under the Agreement with respect to the Property.

25. GENERAL PROVISIONS

(a) Notices, Demands and Communications Between the Parties

Formal notices, demands and communications between the Agency and Habitat shall be sufficiently given if delivered personally, or dispatched by registered or certified mail, postage prepaid return receipt requested, to the principal offices of the Agency and Habitat, as designated above. Such notices, demands and communications if given in person shall be deemed given when delivered, and if given by mail shall be deemed given three (3) business days after deposit in the mails. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

(b) Conflicts of Interest

No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. Habitat warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement (other than fees paid in connection with the negotiation of this Agreement).

(c) Enforced Delay; Extension of Time of Performance

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, Acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts of the other party, acts or failure to act of the City or any other public or governmental agency or entity (except that acts or failure to act by the Agency shall not excuse performance by the Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time the party claiming such extension gives notice to the other party, provided notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the Agency and Habitat.

(d) Inspection of Books and Records

The Agency has the right at all reasonable times to inspect the books and records of Habitat pertaining to the Property as pertinent to the purposes of this Agreement.

(e) Consents and Approvals

Consents and approvals required of the Agency or Habitat shall not be unreasonably withheld or delayed.

(f) Real Estate Commissions

The Agency shall not be liable for any real estate commissions, brokerage fees or finders' fees, which may arise from this transaction. The Agency and Habitat each represent to the other that it has employed no broker, agent or finder in connection with this transaction (except brokers employed by Habitat in connection with the purchase of the Property).

(g) No Third Party Beneficiaries

This Agreement is made solely and specifically between the Agency and the Habitat and their respective successors and assigns; and, except as expressly provided otherwise in this Agreement, no other person will have any rights, interest, or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

26. ENTIRE AGREEMENT~ WAIVERS AND AMENDMENTS

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency or Habitat, and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and Habitat. This Agreement and any provisions hereof may be amended by mutual written agreement by Habitat and the Agency and such amendment shall not require the consent of any other fee owner, tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having an interest in the Property, except as otherwise expressly provided in this Agreement.

27. DATE OF AGREEMENT

This Agreement shall be effective as of the date first listed above.

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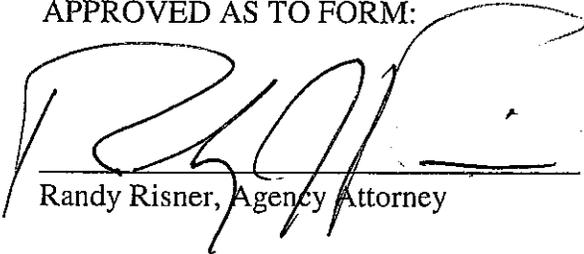
CITY OF GUADALUPE COMMUNITY
REDEVELOPMENT AGENCY

John Sebedra, Chair

ATTEST:

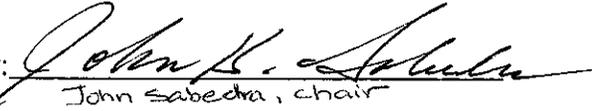
Secretary

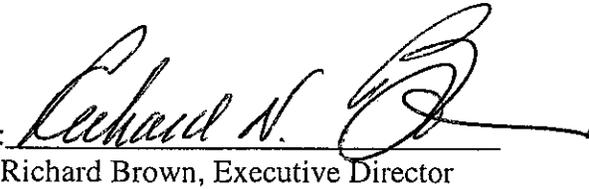
APPROVED AS TO FORM:



Randy Risner, Agency Attorney

HABITAT FOR HUMANITY NORTHERN SANTA BARBARA COUNTY, INC.

By: 
John Sebedra, chair

By: 
Richard Brown, Executive Director

RECORDING REQUESTED BY