

**FIRST AMENDMENT TO
HOME INVESTMENT PARTNERSHIPS PROGRAM LOAN AGREEMENT
(3753 MYERS STREET)**

This FIRST AMENDMENT TO HOME INVESTMENT PARTNERSHIPS PROGRAM LOAN AGREEMENT (3753 MYERS STREET) ("First Amendment"), is made and entered into this _____ day of _____, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and HABITAT FOR HUMANITY RIVERSIDE, INC., a California non-profit public benefit corporation ("Developer") (hereafter collectively referred to as "Parties"), with reference to the following:

WHEREAS, on July 30, 2015, the Housing Authority of the City of Riverside ("Authority") and Developer entered into a Disposition and Development Agreement ("Agreement") regarding the disposition of specific properties located at 3753 Myers Street, Riverside, California, Assessor Parcel Number 234-101-051 ("Property"), owned by Authority and to be purchased by Developer; and

WHEREAS, the Agreement intended for the construction of four (4) common-interest Affordable Units on Property to be sold at a Gross Affordable Sales Price to Low Income Households who are also First Time Homebuyers; and

WHEREAS, to help fund the development and disposition of Property, on July 27, 2017, City and Developer entered into a HOME Investment Partnerships Program Loan Agreement ("Loan Agreement"), wherein City loaned to Developer an amount not to exceed Eight Hundred Thousand Dollars (\$800,000) and consolidated this amount with a previous predevelopment and development loan of One Hundred Fifty Thousand Dollars (\$150,000); and

WHEREAS, pursuant to the Loan Agreement, the outside closing date for escrow was November 2, 2017; and

WHEREAS, Parties have been diligently working to close escrow but need to extend the outside closing date for the Loan Agreement by eighteen (18) months, with an option to extend this date by an additional six (6) months.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, Parties agree as follows:

1. Section 1, DEFINITIONS, 1.1 Defined Terms, is amended in its entirety to read as follows:

“***Outside Closing Date***” means May 2, 2019. The Outside Closing Date may, upon approval of the Executive Director, be extended by an additional six (6) months.”

2. All terms and conditions of the Loan Agreement not inconsistent with this First Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, City and Developer have signed this First Amendment as of the date set opposite their signatures.

"DEVELOPER"

HABITAT FOR HUMANITY RIVERSIDE, INC., a California non-profit public benefit corporation.

Dated 4/12/18

By: [Signature]
Name: Nicholas Alarich
Its: Board President

Dated: 4/12/18

By: [Signature]
Name: KATHY NICHOLSON
Its: EXECUTIVE DIRECTOR

"CITY"

CITY OF RIVERSIDE, a California charter city and municipal corporation

Dated: _____

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Certified as to Availability of Funds:

By: [Signature]
Chief Financial Officer

APPROVED AS TO FORM:

By: [Signature]
Chief Assistant City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

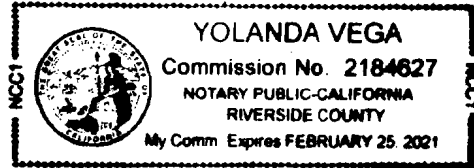
On April 12, 2018 before me, Yolanda Vega - Notary
(insert name and title of the officer)

personally appeared Nicholas Adcock
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Yolanda Vega (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On April 12, 2018 before me, Yolanda Vega - Notary
(insert name and title of the officer)

personally appeared Kathy Michalak
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Yolanda Vega

(Seal)

