

**AMENDMENT NO. 9
TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND HABITAT FOR HUMANITY EAST BAY/SILICON VALLEY, INC.**

PREAMBLE

This agreement ("Ninth Amendment") is entered into on this 31st day of December 2025 ("Effective Date"), by and between the City of Santa Clara, a chartered California municipal corporation ("City"), and Habitat for Humanity East Bay/Silicon Valley, Inc., a California Non-Profit Corporation ("Developer"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The City is the owner of a .69-acre parcel of real property in the City of Santa Clara located at 3575 De La Cruz Boulevard (APN 101-15-049) (the "Property"). The Developer has proposed to develop the Property with 15 units of affordable ownership housing, including mixed-income townhomes and flats (the "Project"). The entire project is proposed to be affordable to households with income between 50% and 120% of Area Median Income (AMI).
- B. The Parties previously entered into an agreement entitled "Exclusive Negotiating Rights Agreement" dated April 9, 2019 and fully executed on June 17, 2019 (the "Original Agreement"). The Original Agreement provided a Negotiating Period of 18 months, which expired on December 17, 2020.
- C. The Original Agreement established procedures and standards for the negotiation by the City and the Developer of a Disposition and Development Agreement (the "DDA") pursuant to which the Developer will conduct specified development activities related to the Property.
- D. The Parties previously entered into an agreement entitled "Amendment No. 1 to the Exclusive Negotiating Rights Agreement" dated December 17, 2020 (First Amendment). The First Amendment to Agreement provided a six (6) month extension which expired on June 17, 2021.
- E. The Parties previously entered into an agreement entitled "Amendment No. 2 to the Exclusive Negotiating Rights Agreement" dated July 12, 2021 (Second Amendment). The Second Amendment to Agreement provided a six (6) month extension which expired on December 30, 2021.
- F. The Parties previously entered into an agreement entitled "Amendment No. 3 to the Exclusive Negotiating Rights Agreement" dated December 20, 2021 (Third Amendment). The Third Amendment to Agreement provided a six (6) month extension which expired on June 30, 2022.

- G. The Parties previously entered into an agreement entitled “Amendment No. 4 to the Exclusive Negotiating Rights Agreement” dated October 11, 2022 (Fourth Amendment). The Fourth Amendment to Agreement provided a six (6) month extension which expired on December 30, 2022.
- H. The Parties previously entered into an agreement entitled “Amendment No. 5 to the Exclusive Negotiating Rights Agreement” dated March 20, 2023 (Fifth Amendment). The Fifth Amendment to Agreement provided a six (6) month extension which expired on June 30, 2023.
- I. The Parties previously entered into an agreement entitled “Amendment No. 6 to the Exclusive Negotiating Rights Agreement” dated June 16, 2023 (Sixth Amendment). The Sixth Amendment to Agreement provided a six (6) month extension which shall expire on December 30, 2023.
- J. The Parties previously entered into an agreement entitled “Amendment No. 7 to the Exclusive Negotiating Rights Agreement” dated December 31, 2024 (Seventh Amendment). The Seventh Amendment to Agreement provided a twelve (12) month extension which shall expire on December 30, 2024.
- K. The Parties previously entered into an agreement entitled “Amendment No. 8 to the Exclusive Negotiating Rights Agreement” dated December 31, 2024 (“Eighth Amendment”). The Eighth Amendment to Agreement provided a twelve (12) month extension which shall expire on December 30, 2025.
- A. Developer has requested an extension of an ENA in order to complete certain tasks before a disposition and development agreement can be presented to the City Council. In particular, Developer needs additional time to procure necessary Project funding from available affordable housing sources including the federal, state and local governments (collectively, “Necessary Project Funding”). This Ninth Amendment to Agreement provides a one (1) year extension of the negotiating period, which was set to expire on December 30, 2025, and with this Ninth Amendment will expire on December 30, 2026.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Eighth Amendment to the Agreement, entitled “Negotiating Period,” is hereby deleted and replaced in its entirety to read as follows:
 - “2. Negotiating Period. The negotiating period (the “Negotiating Period”) under this Agreement was initially eighteen(18) months, expiring on December 17, 2020. The Parties mutually agreed to extend the negotiating period for six (6) months, commencing on December 17, 2020, and terminating at 11:59 p.m. on June 17, 2021.

The Parties mutually agreed to a second extension of the negotiating period for six (6) months, terminating at 11:59 p.m. on December 30, 2021. The Parties mutually agreed to a third extension of the negotiating period for six (6) months, terminating at 11:59 p.m. on June 30, 2022. The Parties mutually agreed to a fourth extension of the negotiating period for six (6) months, terminating at 11:59 p.m. on December 30, 2022. The Parties mutually agreed to a fifth extension of the negotiating period for six (6) months, commencing on December 30, 2022, and terminating at 11:59 p.m. on June 30, 2023. The Parties mutually agreed to a sixth extension of the negotiating period for six (6) months terminating at 11:59 a.m. on December 30, 2023. The Parties mutually agreed to a seventh extension of the negotiating period for twelve (12) months terminating at 11:59 a.m. on December 30, 2024. The Parties mutually agreed to an eighth extension of the negotiating period for twelve (12) months, commencing on December 31, 2024, and terminating at 11:59 p.m. on December 30, 2025. The Parties mutually agree to a ninth extension of the negotiating period for one (1) year, commencing on December 31, 2025, and terminating at 11:59 p.m. on December 30, 2026 ("Ninth Extended Term") provided however, if at any time during the Ninth Extended Term the City determines that the Developer has not made adequate progress toward securing the Necessary Project Funding or that the Project is financially infeasible, the City can, upon thirty (30) days' notice to the Developer terminate this Agreement, in which neither the City nor the Developer shall have any further rights or obligations under this Agreement except as set forth in Section 4 and Section 11 of the Original Agreement.

During the Ninth Extended Term, Developer agrees to exercise best efforts to procure Necessary Project Funding and to periodically, no less than every 3 months, update City in writing regarding such efforts. If a DDA has not been executed by the City and the Developer (or its affiliate) by December 30, 2026, and no additional extension has been approved through an additional amendment to this Agreement, then this Agreement shall terminate and no party shall have any further rights or obligations under this Agreement, except as set forth in Section 4 and Section 11. If a DDA is executed by the City and the Developer (or its affiliate), then, upon such execution, this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed DDA."

2. Except as set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment or the Eighth Amendment, the provisions of this Ninth Amendment shall control.

3. This Ninth Amendment may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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The Parties acknowledge and accept the terms and conditions of this Ninth Amendment as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Glen R. Googins
City Attorney

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

“CITY”

HABITAT FOR HUMANITY EAST BAY/SILICON VALLEY, INC.
a California non-profit corporation

Dated: _____

By: _____

JANICE JENSEN
President & CEO

2619 Broadway
Oakland, CA 94612

jjensen@HabitatEBSV.org
Telephone: (510) 251-6304
Fax: (510) 251-6309

“DEVELOPER”