

under this Cooperation Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

Section 7. Obligation to Pay Subordinate to Other Obligations

The obligation of the Agency to make payment to the City shall, without necessity of further action by the Agency or City, be junior and subordinate to all other obligations or indebtedness heretofore to hereafter voluntarily incurred by the Agency.

Section 8. Limit on Total Outstanding Advances by City to Agency

The total amount of outstanding advances made by the City to the Agency in any fiscal year pursuant to this Cooperation Agreement and pursuant to any other cooperation agreement or any agreement for advance and reimbursement of administrative and overhead expenses shall not exceed the aggregate amount of anticipated revenue and financing sources available to the Agency for reimbursement to the City in that year, after taking into account all other obligations of the Agency in that fiscal year.

Section 9. Effect and Duration of Covenants

The covenants established in this Cooperation Agreement shall, without regard to technical classification and designation, be binding on the parties hereto and their successors in interest.

Section 10. Nonliability of Officials and Employees

No Agency Board member, Councilmember, or Treasurer, and no official, agent, or employee of the Agency or the City shall be personally liable to the other parties, or any successor in interest, in the event of any default or breach by the Agency or the City, or for any amount which may become due to the City or Agency, or successor, or on any obligations under the terms of this Cooperation Agreement.

Section 11. Obligation to Refrain from Discrimination

The City and Agency covenant and agree for themselves, their successors and assigns that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, marital status, sex, age, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the lands, rights-of-way or Improvements described in Section 1, above, nor shall the City or the Agency, or any person claiming under or through the City or Agency, 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 lands, rights-of-way and Improvements. The City and the Agency shall refrain from restricting the rental, sale, or lease of the rights-of-