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**FIRST AMENDMENT TO TAX REGULATORY AGREEMENT**

By and Between

**CHAMBER APARTMENTS, L.P.**,  
a Colorado limited partnership, as Owner

and

**CITY AND COUNTY OF DENVER, COLORADO,**  
as Issuer

Dated as of November 1, 2010

Relating to:

\$5,000,000  
City and County of Denver, Colorado  
Multifamily Housing Revenue Bonds  
(FHA Insured Mortgage Loan –  
The Chamber Building Project)  
Series 1999A

\$100,000  
City and County of Denver, Colorado  
Taxable Multifamily Housing Revenue Bonds  
(FHA Insured Mortgage Loan –  
The Chamber Building Project)  
Series 1999B

99-184-A

## FIRST AMENDMENT TO TAX REGULATORY AGREEMENT

**THIS FIRST AMENDMENT TO TAX REGULATORY AGREEMENT** (this “First Amendment”) is made and entered into as of November 1, 2010, by and between **CHAMBER APARTMENTS, L.P.**, a Colorado limited partnership having its principal place of business at 1742 Champa Street, Suite 100, Denver, Colorado 80202, its successors and assigns (the “Owner”), and **CITY AND COUNTY OF DENVER, COLORADO**, a home rule city and a municipal corporation of the State of Colorado (the “Issuer”);

### WITNESSETH:

WHEREAS, the Owner is the owner of a 39-unit multifamily residential rental facility, commercial facilities and the parking facilities related thereto located at 1726 Champa Street, Denver, Colorado 80202, on the site described on Exhibit A attached hereto, known as the Chamber Building Apartments and further identified as FHA Project No. 101-32013 (the “Project”); and

WHEREAS, the acquisition, rehabilitation, construction, equipping and installation of the Project was funded in part from proceeds of the sale of \$5,000,000 of the Issuer’s Multifamily Housing Revenue Bonds (FHA Insured Mortgage Loan—The Chamber Building Project) Series 1999A (the “Series 1999A Bonds”) and \$100,000 Taxable Multifamily Housing Revenue Bonds (FHA Insured Mortgage Loan—The Chamber Building Project) Series 1999B (the “Series 1999B Bonds”) (the Series 1999A Bonds and the Series 1999B Bonds are collectively referred to herein as the “Bonds”) issued pursuant to a Trust Indenture, dated as of April 1, 1999 (the “Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as successor to Bank One, Colorado, NA, as trustee thereunder (the “Trustee”); and

WHEREAS, in connection with the issuance of the Bonds, the Issuer, the Owner and the Trustee entered into that certain Tax Regulatory Agreement, dated as of April 1, 1999 (the “Regulatory Agreement”) in order to set forth certain terms and conditions relating to the acquisition, rehabilitation, construction, equipping and completion of the Project, and in order to ensure that the Project would be used and operated in accordance with the Code and the Act (as such terms are defined in the Regulatory Agreement); and

WHEREAS, concurrently with the execution and delivery of this First Amendment, the Bonds are being redeemed in whole in accordance with the Indenture and will no longer be Outstanding, and the “Mortgage Loan” described in the Regulatory Agreement is being refinanced; and

WHEREAS, the Owner and the Issuer have now found it necessary and desirable to amend certain provisions of the Regulatory Agreement as set forth in this First Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuer and the Owner hereby agree as follows:

## ARTICLE I

### DETERMINATIONS AND DEFINITIONS

**Section 1.01. Authority and Purpose.** This First Amendment is executed in accordance with the provisions of Section 12 of the Regulatory Agreement, which states that the Regulatory Agreement shall be amended only by a written instrument executed by the Issuer, the Trustee (so long as the Bonds are Outstanding) and the Owner, duly recorded in the real property records of the City and County of Denver, Colorado, and only upon receipt of an opinion from Bond Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Series 1999A Bonds. The Owner and the Issuer agree that the Trustee's execution of this First Amendment is not required because the Bonds are no longer Outstanding as of the effective date hereof.

**Section 1.02. Contract With Parties and Beneficiaries.** Each of the parties hereto hereby reconfirms its obligations, representations, warranties and covenants made in the Regulatory Agreement. The Owner as of the date hereof is in compliance with its obligations and covenants under the Regulatory Agreement.

**Section 1.03. Definitions.** Except as otherwise defined herein, all capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Regulatory Agreement.

## ARTICLE II

### AMENDMENTS TO THE REGULATORY AGREEMENT

**Section 2.01. Definitions of "Mortgage" and "Mortgage Loan."**

(a) The definition of "Mortgage" as set forth in Section 13(a) of the Tax Regulatory Agreement is hereby amended and restated as follows:

*"Mortgage"* means the mortgage or deed of trust in favor of Dougherty Mortgage LLC securing the Mortgage Loan.

(b) The definition of "Mortgage Loan" as set forth in Section 13(a) of the Regulatory Agreement is hereby amended and restated as follows:

*"Mortgage Loan"* means that certain mortgage loan in the original principal amount of \$[4,864,000] to be insured by HUD under Section 223(a)(7) of the National Housing Act, as amended, with respect to the Project.

**Section 2.02. Notice Addresses.** Section 18 of the Regulatory Agreement is modified to (a) delete the address of the Trustee, and (b) amend and restate the addresses of the Owner and the Issuer as follows:

to the Owner: Chamber Apartments, L.P.  
Suite 100  
1742 Champa Street  
Denver, CO 80202  
Attention: David Sommers Cohen

with a copy to: Edison Capital Housing Investments  
Suite 1700  
18101 Von Karman  
Irvine, CA 92612  
Attention: Asset Manager/Chamber Building

to the Issuer: City and County of Denver, Colorado  
The Office of Economic Development  
Department 204  
201 West Colfax Avenue  
Denver, CO 80202  
Attention: Executive Director

with a copy to: City and County of Denver, Colorado  
Department of Law  
Room 353  
1437 Bannock Street  
Denver, CO 80202  
Attention: City Attorney

### ARTICLE III

#### MISCELLANEOUS

**Section 3.01. Recording and Filing.** The Owner shall cause this First Amendment to be recorded and filed in the real property records of the City and County of Denver, Colorado.

**Section 3.02. Governing Law.** This First Amendment shall be governed by the laws of the State of Colorado.

**Section 3.03. Severability.** If any provision of this First Amendment shall be invalid, illegal, inoperative or unenforceable, the validity, legality and enforceability of this First Amendment, as so amended, shall not in any way be affected or impaired thereby.

**Section 3.04. Counterparts.** This First Amendment may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

**Section 3.05. Applicable Provisions of Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State.

**Section 3.06. Effective Date.** This First Amendment shall become effective as of \_\_\_\_\_, 2010 (the “Effective Date”).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed and sealed by their respective duly authorized representatives as of the Effective Date.

CHAMBER APARTMENTS, L.P., a Colorado limited partnership

By: 1726 CHAMPA, L.P., a Colorado limited partnership, General Partner

By: CS CHAMPA II, INC., a Colorado corporation, General Partner

By   
David Sommers Cohen  
Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO TAX REGULATORY AGREEMENT]

The foregoing is confirmed and accepted as of the Effective Date.

[SEAL]

CITY AND COUNTY OF DENVER,  
COLORADO, Issuer

Attest:

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Clerk and Recorder

APPROVED AS TO FORM:

COUNTERSIGNED AND REGISTERED:

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Manager of Finance

By \_\_\_\_\_  
City Auditor

[SIGNATURE PAGE TO FIRST AMENDMENT TO TAX REGULATORY AGREEMENT]

CONSENT TO FIRST AMENDMENT BY  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Pursuant to Section 13 of the Regulatory Agreement described above, the undersigned U.S. Department of Housing and Urban Development consents to the terms and provisions of the First Amendment to which this Consent is attached.

UNITED STATES OF AMERICA  
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[SIGNATURE PAGE TO FIRST AMENDMENT TO TAX REGULATORY AGREEMENT]



STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

This instrument was acknowledged before me this <sup>October</sup> ~~November~~ 13 day of ~~November~~, 2010, by David Sommers Cohen, as Vice President of CS Champa II, Inc., a Colorado corporation, as general partner of 1726 Champa, L.P., a Colorado limited partnership, as general partner of Chamber Apartments, L.P., a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires: 7/21/2014



My Commission Expires 07/21/2014

  
\_\_\_\_\_  
Notary Public  
(SEAL)

STATE OF COLORADO    )  
CITY AND                    ) ss.  
COUNTY OF DENVER    )

On this \_\_\_\_ day of November, 2010, personally came before me John W. Hickenlooper, David R. Fine, Claude Pumilia, Dennis J. Gallagher and Stephanie Y. O'Malley, who by me duly sworn, did say respectively that they are the Mayor, City Attorney, Manager of Finance, City Auditor, and City Clerk and Recorder of the Issuer and that the said writing was signed and sealed by them on behalf of said Issuer, by authority duly given. And the said John W. Hickenlooper, David R. Fine, Claude Pumilia, Dennis J. Gallagher and Stephanie Y. O'Malley acknowledged the said writing to be the act and deed of said Issuer.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
(SEAL)

STATE OF COLORADO    )  
CITY AND                    ) ss.  
COUNTY OF DENVER    )

This instrument was acknowledged before me this \_\_\_\_ day of November, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of the U.S. Department of Housing and Urban Development.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
(SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lots 9, 10 and 11  
Block 128,  
East Denver,  
City and County of Denver,  
State of Colorado.