

FOURTH AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT (this "Amendment") is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **CHAMBER APARTMENTS, LP**, a Colorado limited partnership, whose address is 5401 East 6th Avenue Parkway, Denver, Colorado 80220 ("Borrower").

WITNESSETH:

WHEREAS, the City, acting pursuant to federal grant conditions with respect to rental housing assistance pursuant to the Home Investment Partnership Program ("Home Program"), and the Borrower entered into a loan agreement dated September 22, 1998, relating to a loan to Borrower in the principal amount of Four Hundred Seventy-Five Thousand and No/00 U.S. Dollars (\$475,000.00) in connection with Borrower's redevelopment of property at 1726 Champa Street, Denver, Colorado, which was amended and restated by the Amended and Restated Loan Agreement dated March 5, 1999, as further amended and restated in the Second Amended and Restated Loan Agreement dated April 20, 1999 and the Amendment and Modification Agreement dated July 23, 2003 (together, the "Loan Agreement"); and

WHEREAS, Borrower entered into a deed of trust for the benefit of the City dated April, 1999 (the "Deed of Trust"), and recorded on April 30, 1999 at Reception No. 9900076929 of the Denver County real estate records, encumbering the following described property ("Property"):

Parcel 1: Lots 9, 10, and 11,
 Block 128,
 East Denver,
 City and County of Denver
 State of Colorado

Parcel 2: An easement for ingress, egress and access as set forth in paragraph
 1A of Easement Agreement recorded April 20, 1999 under Reception
 No. 90000069365

WHEREAS, the Deed of Trust was to secure the repayment of the indebtedness evidenced by Borrower's promissory note dated April 21, 1999, in favor of the City in the principal amount of \$475,000 (the "Note"); and

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WHEREAS, the Borrower entered into the Rental and Occupancy Covenant dated April 21, 1999 and recorded on April 30, 1999 at Reception Number 9900076930; and

WHEREAS, the payment terms of the City Note require Borrower pay the entire outstanding balance of the Note, including principal and accrued interest on or before August 1, 2040, but only from surplus cash; and

WHEREAS, the Borrower entered into senior mortgage loan in the original principal amount of \$4,864,000.00 as evidenced by that certain Deed of Trust recorded on April 21, 1999 at Reception No. 9900070069 (as assigned, modified, and amended, the “Original Loan”); and

WHEREAS, the Original Loan is being refinanced with the proceeds from a mortgage loan in the approximate original principal amount of \$4,603,400.00 from Dougherty Mortgage, LLC , insured by US Department of Housing and Urban Development under Section 221(d)(4) pursuant to Section 223(a)(7) of the National Housing Act (the “HUD Loan”); and

WHEREAS, Borrower has not had “Surplus Cash,” as that term is defined in the Loan Agreement, as amended, to make any scheduled payments on the Note; and

WHEREAS, Borrower is restructuring its debt to the City; and

WHEREAS, in order to provide for the payment of the outstanding loan amounts owing to the City, the parties wish to modify the repayment terms of the Note and, in connection therewith, wish to modify the Loan Agreement, the Note, and the Deed of Trust (the foregoing modifications, being referred to herein collectively as the “Loan Documents”).

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the adequacy of which is acknowledged, the parties agree as follows:

1. The parties hereby agree that as of October 31, 2010, the outstanding loan balance of the Note, including accrued interest, will be equal to Five Hundred Forty-Six Thousand One Hundred Twenty-Six and no/00 U.S. Dollars (\$546,126.00).
2. The payment terms of the City Note will be amended as of the Closing Date as follows:
 - a. Two Hundred Forty-Eight Thousand Five Hundred and no/00 U.S. Dollars (\$248,500.00) will bear interest at one percent (1%) and shall be due and payable finally on the later of (i) December 31, 2050 or (ii) the date that is one month after the maturity date of the HUD Loan. Interest shall begin accruing on this amount as of the closing date of the HUD Loan. Principal and

interest in the amount of Six Hundred Twenty-Eight and 35/100 U.S. Dollars (\$627.28), calculated on the basis of 481-month amortization, shall be due and payable on the first day of every month with the first payment due on the later of January 1, 2011 or the first day of the second month following the month in which the closing date of the HUD Loan occurs. Interest shall accrue from November 1, 2010 to the closing date of the HUD Loan at a rate of \$13.19 per day and such interest shall be due upon deliverance of the executed amendment to the City Note.

b. Two Hundred Ninety-Seven Thousand Six Hundred Twenty-Six and no/00 U.S. Dollars (\$297,626.00) will bear interest at three percent (3%) and shall be due and payable finally on the later of (i) December 31, 2050 or (ii) the date that is one month after the maturity of the HUD Loan. Interest on this amount shall accrue commencing on January 1, 2011. Principal and interest shall be due on the first day of June of each year hereafter, based on a 481-month amortization schedule with annual payments, but will be payable only to the extent Borrower has "Surplus Cash" as that term is defined in the Regulatory Agreement by and between the Borrower and HUD recorded in connection with the HUD Loan.

3. The Director of the City's Office of Economic Development, or permitted designee, is hereby authorized to execute documents necessary to carry out the terms of this Amendment, including, but not limited to, amendments to the Loan Agreement, the Note, the Deed of Trust, if deemed necessary and appropriate, provided: (i) such documents are in form satisfactory to the City Attorney's Office; (ii) and the Director, in his or her sole discretion, approves such acts.

6. The Loan Documents are hereby modified to reflect the terms of this Amendment.
7. As modified herein, the Loan Documents are hereby ratified and reaffirmed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the day and year first above written.

ATTEST:

STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

APPROVED AS TO FORM:
DAVID R. FINE, City Attorney
for the City and County of Denver

By: _____
Assistant City Attorney

CITY AND COUNTY OF DENVER

By: _____
Mayor

RECOMMENDED AND APPROVED:

By: _____
Director, Office of Economic
Development

REGISTERED AND COUNTERSIGNED:

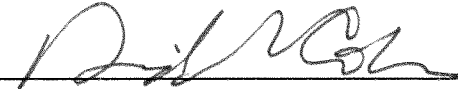
By: _____
Manager of Finance
Contract Control No. GE8Y064-4

By: _____
Auditor

“CITY”

CHAMBER APARTMENTS, L.P., a
Colorado limited partnership
IRS No. 84-1453845

By: 1726 Champa, L.P.
By: CS Champa II, Inc.

By: 
Davis S. Cohen, Vice President
d

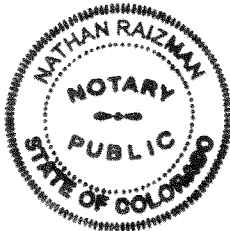
“BORROWER”

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

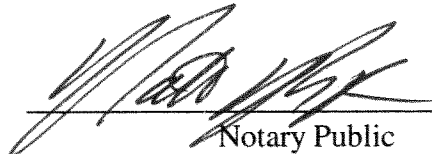
Acknowledged before me this 13 day of October, 2010, by
David S Cohen as Vice President of 1726 Champs LP, a
Colorado corporation, general partner of **CHAMBER APARTMENTS, L.P..**

Witness my hand and official seal.

My commission expires: 7/21/2014



My Commission Expires 07/21/2014


Notary Public