

**Recording requested by
And when recorded mail to:**

City of Alameda
c/o Housing Authority
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

Exempt from recording fees pursuant to
Cal. Gov't Code § 27383

APN: 074-1366-004 (Portion)

**AMENDMENT TO
AFFORDABLE HOUSING AGREEMENT**

This Amendment to Affordable Housing Agreement (this “**Amendment**”) dated _____, 201_ is entered into between the **CITY OF ALAMEDA**, a municipal corporation (“**City**”) and _____, **L.P.**, a California limited partnership (“**Developer**”).

RECITALS

The following recitals are a substantive part of this Agreement.

A. The City and Developer are parties to that certain Affordable Housing Agreement dated _____, 201_, and recorded in the official records of the County of Alameda as recorder’s serial number _____ (the “**Agreement**”).

B. The City and Developer desire to amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW THEREFORE, the parties acknowledge and agree as follows:

1. Amendments. Effective as of the date of the Agreement, the Agreement is amended as provided below.

(a) The last sentence of Section 1.01 of the Agreement is hereby restated to read as follows:

“Notwithstanding the foregoing, during the 15 years of the tax credit compliance period under Internal Revenue Code Section 42 applicable to the Housing Project, or such longer term required pursuant to a Regulatory Agreement executed by the California Tax Credit Allocation Committee (“CTCAC”) and recorded against the Housing Project (the “**TCAC Regulatory Agreement**”), the City hereby permits Developer to use the occupancy standards and rent levels used by CTCAC for purposes of enforcing the TCAC Regulatory Agreement.

(b) Section 1.03 of the Agreement is hereby amended by adding the following language:

“Notwithstanding the foregoing, during the TCAC Compliance Period, or such longer term required pursuant to the TCAC Regulatory Agreement, the City hereby permits Developer to use the income levels used by CTCAC for purposes of enforcing the TCAC Regulatory Agreement..

2. Consents. Developer hereby represents and warrants to the City that Developer has obtained all consents and approvals necessary for Developer to execute, deliver and record this Amendment.

3. Affirmation of the Agreement. Except as provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

4. Counterparts. This Amendment may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Developer have caused this Amendment to be executed on their behalf by their respective officers thereunto duly authorized, on the Effective Date first above written.

CITY:

RECOMMENDED FOR APPROVAL:

CITY OF ALAMEDA, a municipal corporation

Vanessa M. Cooper, Executive Director,
Housing Authority of the City of Alameda

E Jill Keimach
City Manager
[Signature must be notarized]

APPROVED AS TO FORM:

Michael H. Roush
Interim City Attorney

DEVELOPER::

_____, L.P.,
a California limited partnership

By: _____, a California limited liability
company, its managing general partner

By: _____, a California nonprofit
public benefit corporation, its sole
manager

By: _____

Executive Director
[Signature must be notarized]

