

Exhibit C

AGREEMENT FOR SECTION 42(m)(2)(D) DETERMINATION

THIS AGREEMENT FOR SECTION 42(m)(2)(D) DETERMINATION ("Agreement") is made this _____ day of _____, 20____, by _____ and _____ between the _____, a political subdivision of the State of Colorado ("Issuer"), and the Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado ("CHFA").

WITNESSETH:

WHEREAS, Issuer has issued or intends to issue certain bonds (the "Bonds") which are exempt from federal income taxation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to finance the development and construction of a _____-unit housing project known as _____ (the "Project"); and

WHEREAS, the Project is intended to qualify for low-income housing tax credits pursuant to Section 42(h)(4) of the Code (the "Tax Credits") as "buildings financed by tax-exempt bonds"; and

WHEREAS, Issuer is required by Section 42(m)(2)(D) of the Code to make a determination that the housing credit dollar amount requested for the Project does not exceed the amount necessary for the financial feasibility of the Project and the Project's viability as a qualified low-income housing project throughout the credit period, as all such terms are used in Section 42 of the Code (the "Determination"); and

WHEREAS, CHFA is a housing credit agency, as defined in Section 42 of the Code, and routinely makes the Determination with respect to projects to which it allocates Tax Credits pursuant to Section 42(h) of the Code; and

WHEREAS, Issuer desires to obtain the services of CHFA in making the Determination with respect to the Project, and CHFA is willing to provide such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Section 42(m)(2)(D) Determination.

a. CHFA shall make the Determination in a manner which complies with Section 42(m)(2)(D) of the Code (i) at the time the Authority is requested to determine that the Project satisfies the requirements of its Low Income Housing Tax Credit Allocation Plan, and, (ii) at the time of the Project owner's application for a Form 8609 evidencing the Tax Credits for the Project. In connection therewith, Issuer hereby grants to CHFA the authority to make the Determination, and in conjunction therewith, to secure all information, make all representations, file all documents and take all other actions in the name of and on behalf of Issuer as may be required in order to make such Determination.

b. The Authority will advise the Owner and the Issuer of its initial Determination at the time it issues its determination that the Project meets the requirements of the Allocation Plan.

c. Upon completing its analysis of the Owner's request for a Form 8609 (Final Application), CHFA shall advise Issuer in writing of its Determination as to whether the amount of Tax Credits which the Project is eligible to receive, based upon the applicable credit percentage and anticipated qualified basis (within the meaning of Section 42 of the Code) of the Project, does not exceed the amount necessary for the financial feasibility of the Project and its viability as a qualified low-income

housing project throughout the credit period. If CHFA shall find that the amount of Tax Credits to which the Project would otherwise be entitled under Section 42 of the Code would exceed the amount necessary for its financial feasibility and long-term viability as low-income housing, CHFA shall advise Issuer of the proper level of Tax Credits such that the Project will not exceed such amount. CHFA shall maintain in its files, and make available to Issuer upon request, written documentation of its analysis in making its determination, together with supporting materials.

d. Based upon the information supplied by CHFA pursuant to Section 1c hereof, Issuer shall certify its Determination of the Housing credit dollar amount to CHFA.

2. Term and Termination.

a. Term. This Agreement shall be effective as of the date first written above, and shall continue until such time as CHFA has made the final Determination hereunder or a party has sooner terminated the Agreement in accordance with Section 2b. hereof, except that CHFA shall maintain the documentation as to the Determination required under Section 1 hereof and make it available to Issuer until the expiration of the credit period applicable to the Project.

b. Termination. CHFA or Issuer may terminate this Agreement, with or without cause, upon at least thirty (30) days' prior written notice.

3. Representations and Warranties. Issuer and CHFA represent and warrant to each other that the execution and delivery of this Agreement and the performance by Issuer and CHFA, respectively, of the obligations provided for herein (i) have been duly authorized by all necessary actions, and (ii) do not violate the terms of any other agreements, written or oral, to which Issuer or CHFA is a party or by which either is bound.

4. Independent Contractor. In the performance of this Agreement, the parties agree that CHFA is at all times acting as an independent contractor of Issuer and that neither CHFA nor any of its agents or employees shall be acting as employees or partners of Issuer. Issuer shall neither have nor exercise any control over the specific methods by which CHFA performs its duties under this Agreement.

5. Waiver. No waiver, express or implied, of any breach of this Agreement shall constitute a waiver of any right under this Agreement or of any subsequent breach, whether of a similar or dissimilar nature.

6. No Third Party Beneficiaries. None of the provisions of this Agreement are or shall be construed as for the benefit of or enforceable by any person not a party to it.

7. Notices. For the purposes of this Agreement, any notice or other communication given or made hereunder shall be in writing and shall be deemed given upon (i) hand delivery; or (ii) deposit of the same in the United States registered or certified mail, first-class postage and fees prepaid, and correctly addressed to the party for whom it is intended at the following addresses:

If to Issuer:

If to CHFA: 1981 Blake Street
Denver, Colorado 80202

or at such other place or places as shall from time to time be specified in the notice similarly given. Each party shall at all times keep the other parties informed of its current address and shall promptly notify the other party of any change specifying such changed address.

8. Section Headings. Section headings are for convenience only and shall not be construed as part of this Agreement.

9. Entire Agreement, No Oral Modifications. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing executed by all of the parties.

10. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

11. Compliance with Federal and State Law. This Agreement shall terminate upon any event which shall make the activities contemplated herein unlawful.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement for Section 42(m)(2)(D) Determination as of the date and year first above written.

By: _____
Title: _____

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____
Title: Executive Director/CEO