

**FIRST AMENDMENT TO THE AMENDMENT AND RESTATEMENT OF
AGREEMENT TO LOAN REDEVELOPMENT SET ASIDE HOUSING AND LIHTF
PROGRAM FUNDS TO CDPCN, LLC**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2009, by and between the City of Las Vegas, (the "City") and CDPCN, LLC, (the "Developer"). The City and the Developer are sometimes referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, on August 3, 2005, in response to the request by the Developer, the City Council approved (the "August 2005 City Council Approval") two (2) interest bearing loans in the total amount of \$4,437,276 as follows: (1) A loan consisting of Redevelopment Housing Set Aside Funds (the "RHSA Funds") in the amount of \$2,437,276 (the "2005 RHSA Funds Loan") and (2) a loan consisting of Home Investment Partnership Program Funds (the "HOME Funds") in the amount of \$2,000,000 (the 2005 "HOME Funds Loan") (collectively the "2005 Loans") to the Developer, whose manager and sole member is Community Development Programs' Center of Nevada ("CDPCN"), a Nevada non-profit corporation, to assist with the purchase of the real property located at 900 Monroe, Las Vegas, Nevada, , and the improvements thereon commonly known as the Emerald Breeze Apartments (the "Project Property") (formerly known as the "Emerald Breeze Parcel" and "APN 139-28-503-023"); and

WHEREAS, pursuant to the August 2005 City Council Approval, the City and the Developer executed that certain agreement entitled, to-wit: Agreement to Loan Redevelopment Set Aside Housing and HOME Program Funds to CDPCN, LLC, which was dated August 3, 2005 (the "2005 Agreement"); and

WHEREAS, in connection with the 2005 Agreement and the 2005 Loans, two (2) promissory notes (the "2005 Promissory Notes") were executed by the Developer and one (1) deed of trust to secure the repayment of the 2005 Loans and 2005 Promissory Notes (the "2005 Deed of Trust") was executed by the Developer and recorded; and

WHEREAS, on January 16, 2008, in response to the request by the Developer, the City Council approved (the "January 2008 City Council Approval") restructuring the 2005 RHSA Funds Loan from interest bearing to a deferred loan (the "Modified 2005 RHSA Funds Loan") and restructuring the 2005 Home Funds Loan from interest bearing to a deferred loan (the "Modified 2005 Home Funds Loan"), with both loans to be secured by one deed of trust on the Project Property; and

WHEREAS, on April 16, 2008, in response to a request by the Developer, the City Council approved (the "April 2008 City Council Approval") the following:

(1) Substitution of the Modified 2005 HOME Funds Loan by means of (a) an additional allocation of RHSA Funds in the amount of \$1,170,618 (the "2008 RHSA Funds Loan") and (b) a new allocation of Low Income Housing Trust Funds in the amount of \$829,382

("2008 LIHTF Funds Loan") so that the total amount of the acquisition loan in the amount of \$4,437,276 for the Emerald Breeze Apartments remained the same, but consisted of the following: (1) the Modified 2005 RHSA Funds Loan, (2) the 2008 RHSA Funds Loan, and (3) the 2008 LIHTF Funds Loan (each such loan to be secured by a deed of trust against the Project Property), and

(2) Replacement of the Emerald Breeze Apartments with 40 units of new affordable housing to be constructed on the I Street Parcel (defined below) which is a portion of the Project Property consisting of 1.2 acres and such I Street Parcel would be the only portion of the Project Property encumbered by the restrictions of the 2008 RHSA Funds Loan.; and

WHEREAS, pursuant to the January 2008 City Council Approval and the April 2008 City Council Approval, the Parties amended and restated the 2005 Agreement as set forth in that certain document entitled, to-wit: Amendment and Restatement of Agreement to Loan Redevelopment Set Aside Housing and LIHTF Program Funds to CDPCN, LLC, dated April 16, 2008 (the "2008 Amended and Restated Agreement") which agreement was intended to incorporate the aforementioned changes previously approved by the City Council; and

WHEREAS, the 2008 Amended and Restated Agreement (which incorrectly described one deferred loan in the total amount of \$4,437,276 and did not provide for the execution of any new promissory notes) should have provided for the following: (1) Modifying the terms of the 2005 RHSA Funds Loan from interest bearing to a deferred loan in the amount of \$2,437,276 by executing a new promissory note with the modified terms; (2) creating a new deferred loan and a promissory note for the 2008 RHSA Funds Loan in the amount of \$1,170,618, and (3) creating a new deferred loan and a promissory note for the 2008 LIHTF Funds Loan in the amount of \$829,382; and

WHEREAS, in connection with the 2008 Amended and Restated Agreement, the 2005 Deed of Trust should have been reconveyed and a new deed of trust to secure the payment of the three aforementioned loans totaling \$4,437,276 (the "2008 Deed of Trust") should have been executed and recorded by the Parties except, however, the 2008 Deed of Trust was never recorded and the 2005 Deed of Trust was never reconveyed; and

WHEREAS, since the execution of the 2008 Amended and Restated Agreement, the Developer subdivided the Project Property (formerly known as APN 139-28-503-023) into three separate parcels commonly known and referred to as the "I Street Parcel" (APN 139-28-503-026), the "Sarann Knight Parcel" (APN 139-28-503-027) and the "H Street Parcel" (APN 139-28-503-028) for the purpose of replacing the Emerald Breeze Apartments with new affordable housing on each of the subdivided parcels; and

WHEREAS, the 2008 Amended and Restated Agreement in Exhibit A erroneously stated that once the Developer filed a parcel map, the Project Property would be modified to consist of only 1.2 acres of the entire parcel (in other words only the I Street Parcel); and

WHEREAS, once the Developer filed the parcel map, the 2008 Amended and Restated Agreement in Exhibit A should have modified the Project Property to include the H Street Parcel and the I Street Parcel, and that, once subdivided, 40 units of new affordable

housing would be constructed on the I Street Parcel and the I Street Parcel would be allocated the 2008 RHSA Funds Loan would be the only parcel that would be encumbered by the restrictions of the 2008 RSHA Funds Loan; and

WHEREAS, subsequent to the April 2008 City Council Approval, the City desires to (i) increase the amount of the 2008 RHSA Loan by \$24,332.11 to equal a total amount of \$1,194,950.11 (the "2008/2009 RHSA Funds Loan") and (ii) decrease the amount of the 2008 LIHTF Funds Loan by \$24,332.11 to equal a total amount of \$805,049.89 (the "2008/2009 LIHTF Funds Loan"); and

WHEREAS, subsequent to the execution of the 2008 Amended and Restated Agreement and the subdivision of the former Emerald Breeze Parcel, the Developer and the City have agreed that the individual subdivided parcels would be encumbered as follows: the Saraan Knight Parcel (approximately 2.80 acres) would be encumbered by the Declaration of Restrictive Covenants dated June 11, 2004 (the "CDBG Restrictive Covenants") relating to the \$2,000,000 in CDBG funding provided pursuant to the Agreement to Loan Community Development Block Grant Funds to Community Development Programs Center of Nevada (Emerald Breeze Apartments), dated January 21, 2004 ; the H Street Parcel (approximately 1.3 acres) would be encumbered by a deed of trust relating to the Modified 2005 RHSA Funds Loan in the amount of \$2,437,276; and the I Street Parcel (approximately 1.95 acres) would be encumbered by a deed of trust relating to the 2008/2009 RHSA Funds Loan in the amount of \$1,194,950.11 and a deed trust relating to the 2008/2009 LIHTF Funds Loan in the amount of \$805,049.89; and

WHEREAS, in order to accomplish the above, the individual parcels would be released of the existing encumbrances as follows: (1) The Sarann Knight Parcel would be released of the 2005 Deed of Trust; (2) the H Street Parcel would be released of the CDBG Restrictive Covenants and the 2005 Deed of Trust; and (3) the I Street Parcel would be released of the CDBG Restrictive Covenants and the 2005 Deed of Trust; and

WHEREAS, pursuant to execution of this First Amendment, the City agrees to execute two (2) releases to reflect the following: (1) a release of the 2005 Deed of Trust from the Saraan Knight Parcel, I Street Parcel and the H Street Parcel; and (2) a release of the CDBG Restrictive Covenants from the H Street Parcel and the I Street Parcel; and

WHEREAS, pursuant to execution of this First Amendment, the Developer agrees to execute three (3) Promissory Notes identified in Exhibit "A" attached hereto to reflect the following: (1) A promissory note in the amount of \$805,049 for the 2008, 2009 LIHTF Funds Loan (the "2008/ 2009 LIHTF Funds Promissory Note"); (2) a promissory note in the amount of \$1,194,950 for the 2008/2009 RHSA Funds Loan (the "2008/2009 RHSA Funds Promissory Note"); (3) a promissory note in the amount of \$2,437,276 for the Modified 2005 RHSA Funds Loan (the "Modified 2005 RHSA Funds Promissory Note"); and WHEREAS, pursuant to the execution of this First Amendment, the Developer agrees to execute thee (3) All-Inclusive Deeds of Trust and Assignment of Rents identified in Exhibit "A" attached hereto as security for the repayment of the aforementioned Promissory Notes as follows: (1) a deed of trust securing the 2008/2009 LIHTF Funds Promissory Note (the "2008/2009 LIHTF Funds Deed of Trust"); (2) a deed of trust securing the 2008/2009 RHSA Funds Promissory Note (the " 2008/2009 RHSA

Funds Deed of Trust”) and (3) a deed of trust securing the Modified 2005 RHSA Funds Promissory Note (the “Modified 2005 RHSA Funds Promissory Note”).

NOW, THEREFORE, in light of the above premises, the Parties agree to amend the 2008 Amended and Restated Agreement as follows:

1. The Project Description, Financing and Requirements, Exhibit A to the 2008 Amended and Restated Agreement is hereby deleted in its entirety and replaced with Exhibit “A” (First Amendment) attached hereto and incorporated herein as a part of this First Amendment.

2. The Legal Description, Exhibit “B” to the 2008 Amended and Restated Agreement, is hereby deleted in its entirety and replaced with Exhibit “B” (First Amendment) attached hereto and incorporated herein as a part of this First Amendment.

3. The Short Form Deed of Trust, Exhibit “C” to the 2008 Amended and Restated Agreement, is hereby deleted in its entirety, and replaced with the All-Inclusive Deed of Trust and Assignment of Rents Securing Low Income Housing Trust Funds and the two All-Inclusive Deeds of Trust and Assignment of Rents Securing Redevelopment Housing Set Aside Funds, all of which are set forth as Attachments 3, 4 and 5 to the Project Description, Financing and Requirements, Exhibit “A” (First Amendment) attached hereto and incorporated herein as a part of this First Amendment.

4. If the Developer obtains financing for the purpose of constructing affordable housing on the I Street Parcel and/or the H Street Parcel, the City agrees to subordinate, if necessary, the Promissory Notes and Deeds of Trust attached to this First Amendment to such financing.

5. An update of the Disclosure of Principals required as Exhibit “E” to the Amended and Restated Agreement is attached hereto as Exhibit E (First Amendment) and incorporated herein as a part of this First Amendment.

Remainder of page intentionally left blank

6. Except as herein above set forth, all other provisions of the 2008 Amended and Restated Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

CDPCN, LLC, a Nevada limited liability company

Oscar B. Goodman, Mayor Date

Community Development Programs Center of Nevada, Managing Member

ATTEST:

Beverly K. Bridges, CMC, City Clerk

By: _____
Richard B. Blue, Jr., President Date

APPROVED AS TO FORM:

Robert S. Sylvain 4-7-09
Robert S. Sylvain Date
Deputy City Attorney

**ACCEPTANCE OF FIRST AMENDMENT TO THE AMENDMENT AND
RESTATEMENT OF AGREEMENT TO LOAN REDEVELOPMENT SET ASIDE
HOUSING FUNDS AND LIHTF PROGRAM FUNDS TO CDPCN, LLC, AND
AGREEMENT TO COMPLY WITH CONDITIONS SET FORTH THEREIN**

I, Richard B. Blue, Jr., President and Chairman of the Board of Directors of the Community Development Programs Center of Nevada, a Nevada non-profit corporation, which is the managing member of CDPCN, LLC, on behalf of that Nevada limited liability company, do hereby accept the deferred loan and the conditions imposed upon that deferred loan contained in the Amendment and Restatement of Agreement to Loan Redevelopment Set Aside Housing and LIHTF program funds to CDPCN, LLC and the First Amendment thereto approved by the City Council of the City of Las Vegas, Nevada on the ____ day of _____, 2009, a copy of which is attached hereto and incorporated herein.

Executed this ____ day of _____, 200__.

CDPCN, LLC, a Nevada limited liability company

Community Development Programs Center of Nevada, Managing Member

By: _____
Richard B. Blue, Jr., President

State of Nevada)
)
County of Clark)

On this ____ day of _____, 200__, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

_____ as _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

EXHIBIT "A" (FIRST AMENDMENT)

PROJECT DESCRIPTION, FINANCING AND REQUIREMENTS

A. PROJECT DESCRIPTION

1. The Project involves the purchase of the Project Property, consisting of 6.04 acres of real property (formerly known as APN 139-28-503-023) and the improvements thereon commonly known as the "Emerald Breeze Apartments," located at 900 Monroe Street in the City of Las Vegas, Clark County, Nevada. The Project Property was purchased for the purpose of providing affordable housing for individuals and families in need of, and who qualify for, such housing.
2. Subsequent to the acquisition of the Project Property, the Developer has filed a Parcel Map which subdivides the Project Property into three parcels, commonly known and referred to as the I Street Parcel (APN 139-28-503-026), the Sarann Knight Parcel (APN 139-28-503-027) and the H Street Parcel (APN 139-28-503-028), all of which are legally described in the Legal Description, Exhibit B (First Amendment) to the Agreement.
3. Subsequent to the filing of the parcel map the Project Property shall consist of the H Street Parcel and the I Street Parcel.

B. PROJECT FINANCING

1. The City agrees to provide up to \$4,437,276 to assist the Developer with the purchase of the Project Property (the "Project Funds"). The Project Funds consists of the following loans:
 - a) 2008/2009 RHSA Funds Loan: \$1,194,950.11
 - b) 2008/2009 LIHTF Funds Loan: \$805,049.89
 - c) Modified 2005 RHSA Funds Loan: \$2,437,276
2. The loans constituting the Project Funds will be allocated between the H Street Parcel and the I Street Parcel and such loans will secured by deeds of trusts (described in Section C below) against such parcels as follows:
 - a) 2008/2009 RHSA Funds Loan: I Street Parce
l
 - b) 2008/2009 LIHTF Funds Loan: I Street Parcel
 - c) Modified 2005 RHSA Funds Loan: H Street Parce
l

3. Any Project costs in excess of the Project Funds will be the responsibility of the Developer unless otherwise agreed in writing by the City. The Developer assumes responsibility for all operational and maintenance costs of the Project Property.

C. PROJECT REQUIREMENTS

1. The Developer agrees that the Project Property will be used only for the purpose of providing affordable housing to individuals and families who are in need of, and quality for, such housing. The Emerald Breeze Apartments will be demolished and replaced with the construction of new affordable housing units on each of the subdivided parcels comprising the Project Property.

2. The I Street Parcel shall consists of 40 units of new affordable housing with sixteen (16) of the units designated as floating LIHTF -assisted units. These units will be made available to tenants whose household income does not exceed sixty percent (60%) of area median income as set forth in the Program Income Guidelines, Exhibit "D" attached to the Agreement. These use limitation and restrictions will be set forth as a deed restriction in the deeds of trust recorded against the I Street Parcel identified below in paragraph 3 of this Section.

3. To secure the performance of its obligation under this Agreement, the Developer agrees to execute the following documents:

a. 2008/2009 LIHTF Funds Promissory Note of \$805,049.89 as set forth in Attachment 1 to this Project Description, Financing and Requirements.

b. 2008/2009 RHSA Funds Promissory Note of \$1,194,950.11 as set forth in Attachment 2 to this Project Description, Financing and Requirements.

c. Modified 2005 RHSA Funds Promissory Note of \$2,437,276 as set forth in Attachment 3 to this Project Description, Financing and Requirements.

d. 2008/2009 LIHTF Funds Deed of Trust encumbering the I Street Parcel as security for the repayment of the 2008/2009 LIHTF Funds Promissory Note.

e. 2008/2009 RHSA Funds Deed of Trust encumbering the I Street Parcel as security for repayment of the 2008/2009 RHSA Promissory Note.

f. Modified 2005 RHSA Funds Deed of Trust encumbering the H Street Parcel as security for repayment of the 2005 RHSA Promissory Note.

4. Subsequent to the execution of the aforementioned promissory notes and, and execution and recordation of the aforementioned deeds of trust as security therefor, the City will reconvey the City's interest in the 2005 Deed of Trust.

5. With respect to the Modified 2005 RHSA Funds and the 2008/2009 RHSA Funds if, during the Period of Affordability, as defined in the Agreement, the Developer loses legal

ownership or possession in the H Street Parcel or the I Street Parcel, as applicable, through foreclosure or any other proceeding, the Developer will, upon request of the City, repay to the City, as the beneficiary of the aforementioned deeds of trust, the amount of funds secured by such deed of trust.

6. With respect to the 2008/2009 LIHTF Funds, if the Developer loses legal ownership or possession of the I Street Parcel through foreclosure or any other proceeding, the Developer will, upon request of the City, repay to the City, as the beneficiary of the aforementioned deed of trust, the amount funds secured by such deed of trust

7. The Developer will provide the Neighborhood Services Department Director with client usage records for Project Funds-assisted units on an annual basis during the affordability period of this Agreement. These records will contain but are not limited to, the following data:

- a. Total clients served;
- b. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
- c. Number of clients who report a Hispanic ethnicity;
- d. Number and percentage of Low and Very Low income clients as defined by HUD HOME Program Income Guidelines (Exhibit "E");
- e. Number of handicapped clients served;
- f. Number of senior citizens served;
- g. Number of female head-of-households served;
- h. Number of renter households served, and rent charged;
- i. Number of owner households served; and
- j. Monthly rent paid by each household served.

ATTACHMENT "1" TO EXHIBIT "A" (FIRST AMENDMENT)

PROMISSORY NOTE FOR LOW INCOME HOUSING TRUST FUNDS

(SECURED – ALL INCLUSIVE)

April 15, 2009

\$805,049.89

Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned (herein "Maker") hereby promises to pay to the order of City of Las Vegas, a Nevada municipal corporation (herein "Holder"), at 400 Stewart Avenue, Las Vegas, Nevada 89101, or at such other place or to such other party as Holder may from time to time designate in writing, the principal sum of Eight Hundred Five Thousand, Forty-Nine and 89/100 Dollars (\$805,049.89). This Note is a non-interest bearing note with recourse to the Maker.

Each payment is to be applied when received, first, to any expenses reimbursable to Holder, second, to any unpaid interest and, third, any balance shall be used to reduce the principal balance. Maker shall have the right to prepay the indebtedness represented by this Promissory Note in full, or in part, at any time.

The deferred loan represented by this Note shall be due and payable in its entirety on the earlier of (i) the date that Maker transfers its interest in the property that is secured by this Note, (ii) during the Period of Affordability, as defined in that certain Amendment and Restatement of Agreement to Loan Redevelopment Set Aside Housing and LIHTF Program Funds to CDPCN, LLC dated April 16, 2008, as amended by that certain First Amendment to the Amendment And Restatement of Agreement to Loan Redevelopment set Aside Housing and LIHTF Program Funds to CDPCN, LLC, dated April 15, 2009, and any subsequent amendments thereto (collectively, the "Agreement"), the date that Maker fails to maintain the affordability requirements mandated by the Agreement and the applicable state laws and regulations relating to LIHTF Funds or (iii) the date the Maker fails to remedy any breach of its obligation under the Agreement.

The Maker and any endorsers or guarantors hereof and all others who may become liable for all or part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging this liability.

In the event any of the payments from or performance by Maker required by the terms hereof be not paid or performed when same become due, then at any time thereafter, the whole of the unpaid principal balance of this Note shall, at the option of Holder and without notice, become immediately due and payable. This option may be exercised at any time after any such event and the acceptance by Holder of one or more installments or other payments or performance from any person thereafter shall not constitute a waiver of Holder's option.

This Note is secured by the certain All-Inclusive Deed of Trust and Assignment of Rents Securing Low Income Housing Trust Funds (the "All-Inclusive Deed of Trust") of even date herewith executed by Maker, as Trustor, to the City of Las Vegas, as Trustee, in favor of Holder, as Beneficiary, which All-Inclusive Deed of Trust encumbers that certain real property more particularly described therein .

The indebtedness evidenced by this Note shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by any note and security agreement in connection with the financing of the I Street Apartment Project described in that certain Home Investment Partnership ("HOME") Program and/or Low Income Housing Trust Fund ("LIHTF") Program Agreement to Fund I Street Apartment Project, and to the extent and the manner provided in any such subordination agreement that may be recorded and reasonably required by any lender in connection with the financing of the I Street Apartment Project. The All-Inclusive Deed of Trust securing this Note shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the deed of trust securing any notes or indebtedness for such financing. Holder and Maker agree to execute any subordination agreement that may be reasonably required by any party in connection with the financing of the I Street Apartment Project.

The rights and remedies of the payee and each subsequent holder of this Note under the All-Inclusive Deed of Trust securing this Note are subject to the restrictions and limitations set forth in any such subordination agreement. Each subsequent holder of the Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by any subordinate lender including any such lender under such subordination agreement.

With respect to any default under this Note, the notice and cure periods set forth in the All-Inclusive Deed of Trust shall apply to this Note.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed on its behalf by its duly authorized officer as of the date first above written.

	CDPCN, LLC, a Nevada limited liability company By: CDPCN, LLC, a Nevada limited liability company By: Community Development Programs' Center of Nevada, Managing Member By: _____ Richard Blue, President

ATTACHMENT "2" TO EXHIBIT "A" (FIRST AMENDMENT)

PROMISSORY NOTE FOR REDEVELOPMENT HOUSING SET ASIDE FUNDS

(SECURED – ALL INCLUSIVE)

April 15, 2009

\$1,194,950.11

Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned (herein "Maker") hereby promises to pay to the order of City of Las Vegas, a Nevada municipal corporation (herein "Holder"), at 400 Stewart Avenue, Las Vegas, Nevada 89101, or at such other place or to such other party as Holder may from time to time designate in writing, the principal sum of One Million, One Hundred Ninety-Four Thousand, Nine Hundred Fifty and 11/100 Dollars (\$1,194,950.11) (the "RHSA Funds"). This Note is a non-interest bearing note with recourse to the Maker.

Each payment is to be applied when received, first, to any expenses reimbursable to Holder, second, to any unpaid interest and, third, any balance shall be used to reduce the principal balance. Maker shall have the right to prepay the indebtedness represented by this Promissory Note in full, or in part, at any time.

The deferred loan represented by this Note shall be due and payable in its entirety on the earlier of (i) the date that Maker transfers its interest in the property that is secured by this Note prior to the expiration of the Period of Affordability, as defined in that certain Amendment and Restatement of Agreement to Loan Redevelopment Set Aside Housing and LIHTF Program Funds to CDPCN, LLC. dated April 16, 2008, as amended by that certain First Amendment to the Amendment And Restatement of Agreement to Loan Redevelopment set Aside Housing and LIHTF Program Funds to CDPCN, LLC, dated April 15, 2009, and any subsequent amendments thereto and any subsequent amendments thereto (collectively, the "Agreement"), (ii) during the Period of Affordability, the date that Maker fails to maintain the affordability requirements mandated by the Agreement and the applicable state laws and regulations relating to the RHSA Funds, or (iii) the date the Maker fails to remedy any breach of its obligation under the Agreement.

The Maker and any endorsers or guarantors hereof and all others who may become liable for all or part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging this liability.

In the event any of the payments from or performance by Maker required by the terms hereof be not paid or performed when same become due, then at any time thereafter, the whole of the unpaid principal balance of this Note shall, at the option of Holder and without notice, become immediately due and payable. This option may be exercised at any time after any such event and the acceptance by Holder of one or more installments or other payments or performance from any person thereafter shall not constitute a waiver of Holder's option.

Time is expressly made of the essence with respect to every provision hereof and the All-Inclusive Deed of Trust (defined below). This Note shall be governed by, construed and enforced exclusively in accordance with the laws of the State of Nevada.

This Note is secured by that certain All-Inclusive Deed of Trust and Assignment of Rents Securing Redevelopment Housing Set Aside Funds (the "All-Inclusive Deed of Trust") of even date herewith executed by Maker, as Trustor, to the City of Las Vegas, as Trustee, in favor of Holder, as Beneficiary, which All-Inclusive Deed of Trust encumbers that certain real property more particularly described therein.

The indebtedness evidenced by this Note shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by any note and security agreement in connection with the financing of the I Street Apartment Project described in that certain Home Investment Partnership ("HOME") Program and/or Low Income Housing Trust Fund ("LIHTF") Program Agreement to Fund I Street Apartment Project, and to the extent and the manner provided in any such subordination agreement that may be recorded and reasonably required by any lender in connection with the financing of the I Street Apartment Project. The All-Inclusive Deed of Trust securing this Note shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the deed of trust securing any notes or indebtedness for such financing. Holder and Maker agree to execute any subordination agreement that may be reasonably required by any party in connection with the financing of the I Street Apartment Project.

The rights and remedies of the payee and each subsequent holder of this Note under the All-Inclusive Deed of Trust securing this Note are subject to the restrictions and limitations set forth in any such subordination agreement. Each subsequent holder of the Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by any subordinate lender including any such lender under such subordination agreement.

With respect to any default under this Note, the notice and cure periods set forth in the All-Inclusive Deed of Trust shall apply to this Note.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed on its behalf by its duly authorized officer as of the date first above written.

	CDPCN, LLC, a Nevada limited liability company By: Community Development Programs' Center of Nevada, Managing Member By: _____ Richard Blue, President

ATTACHMENT "3" TO EXHIBIT "A" (FIRST AMENDMENT)

PROMISSORY NOTE FOR REDEVELOPMENT HOUSING SET ASIDE FUNDS

(SECURED – ALL INCLUSIVE)

April 15, 2009

\$2,437,276

Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned (herein "Maker") hereby promises to pay to the order of City of Las Vegas, a Nevada municipal corporation (herein "Holder"), at 400 Stewart Avenue, Las Vegas, Nevada 89101, or at such other place or to such other party as Holder may from time to time designate in writing, the principal sum of Two Million, Four Hundred Thirty-Seven Thousand, Two Hundred Seventy-Six and 00/100 Dollars (\$2,437,276)(the "RHSA Funds"). This Note is a non-interest bearing note with recourse to the Maker.

Each payment is to be applied when received, first, to any expenses reimbursable to Holder, second, to any unpaid interest and, third, any balance shall be used to reduce the principal balance. Maker shall have the right to prepay the indebtedness represented by this Promissory Note in full, or in part, at any time.

The deferred loan represented by this Note shall be due and payable in its entirety on the earlier of (i) the date that Maker transfers its interest in the property that is secured by this Note prior to the expiration of the Period of Affordability, as defined in that certain Amendment and Restatement of Agreement to Loan Redevelopment Set Aside Housing and LIHTF Program Funds to CDPCN, Inc. dated April 16, 2008, as amended by that certain First Amendment to the Amendment And Restatement of Agreement to Loan Redevelopment Set Aside Housing and LIHTF Program Funds to CDPCN, LLC, dated April 15, 2009, and any subsequent amendments thereto (collectively, the "Agreement"), (ii) during the Period of Affordability, the date that Maker fails to maintain the affordability requirements mandated by the Agreement and the applicable state laws and regulations relating to the RHSA Funds, or (iii) the date the Maker fails to remedy any breach of its obligation under the Agreement.

The Maker and any endorsers or guarantors hereof and all others who may become liable for all or part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging this liability.

In the event any of the payments from or performance by Maker required by the terms hereof be not paid or performed when same become due, then at any time thereafter, the whole of the unpaid principal balance of this Note shall, at the option of Holder and without notice, become immediately due and payable. This option may be exercised at any time after any such event and the acceptance by Holder of one or more installments or other payments or performance from any person thereafter shall not constitute a waiver of Holder's option.

Time is expressly made of the essence with respect to every provision hereof and the All-Inclusive Deed of Trust (defined below). This Note shall be governed by, construed and enforced exclusively in accordance with the laws of the State of Nevada.

This Note is secured by that certain All-Inclusive Deed of Trust and Assignment of Rents Securing Low Income Housing Trust Funds (the "All-Inclusive Deed of Trust") of even date herewith executed by Maker, as Trustor, to the City of Las Vegas, as Trustee, in favor of Holder, as Beneficiary, which All-Inclusive Deed of Trust encumbers that certain real property more particularly described therein.

The indebtedness evidenced by this Note shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by any note and security agreement in connection with the financing of the H Street Apartment Project described in the Home Investment Partnership ("HOME") Program and/or Low Income Housing Trust Fund ("LIHTF") Program Agreement to Fund H Street Apartment Project, and to the extent and the manner provided in any such subordination agreement that may be recorded and reasonably required by any lender in connection with the financing of the H Street Apartment Project. The All-Inclusive Deed of Trust securing this Note shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the deed of trust securing any notes or indebtedness for such financing. Holder and Maker agree to execute any subordination agreement that may be reasonably required by any party in connection with the financing of the H Street Apartment Project.

The rights and remedies of the payee and each subsequent holder of this Note under the All-Inclusive Deed of Trust securing this Note are subject to the restrictions and limitations set forth in any such subordination agreement. Each subsequent holder of the Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by any subordinate lender including any such lender under such subordination agreement.

With respect to any default under this Note, the notice and cure periods set forth in the All-Inclusive Deed of Trust shall apply to this Note.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed on its behalf by its duly authorized officer as of the date first above written.

	CDPCN, LLC, a Nevada limited liability company By: CDPCN, LLC, a Nevada limited liability company By: Community Development Programs' Center of Nevada, Managing Member By: _____ Richard Blue, President
--	---

--	--

ATTACHMENT "4" TO EXHIBIT "A" (FIRST AMENDMENT)
ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING
LOW INCOME HOUSING TRUST FUNDS

(next page)

APN # 139-28-503-026

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Community Development Programs' Center
of Nevada
2009 Alta Drive
Las Vegas, NV 89106

**ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING
LOW INCOME HOUSING TRUST FUNDS**

THIS ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING LOW INCOME HOUSING TRUST FUNDS (this "All-Inclusive Deed of Trust") is made this 15th day of April, 2009, by CDPCN, LLC, a Nevada limited liability company (the "Trustor"), whose address is 2009 Alta Drive, Las Vegas, NV 89106, to CITY OF LAS VEGAS, a Nevada municipal corporation (the "Trustee"), whose address is 400 Stewart Avenue, Las Vegas, NV 89101, Attention: Department of Neighborhood Services, for the benefit of CITY OF LAS VEGAS, a Nevada municipal corporation (the "Beneficiary").

WITNESSETH:

Trustor irrevocably grants, transfers and assigns to Trustee in Trust for the benefit of Beneficiary, with power of sale and with right of entry and possession, that property in the City of Las Vegas, State of Nevada, legally described on Exhibit "1" hereto (the "Property"), together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents issues and profits.

1. This All-Inclusive Deed of Trust is executed for the purpose of securing (1) payment of the Low Income Housing Trust Funds in the amount of Eight Hundred Five Thousand, Forty-Nine and 89/100 Dollars (\$805,049.89) (the "LIHTF Funds") according to the terms of the Promissory Note of even date herewith (the "Secured Note") made by Trustor, payable to the order of Beneficiary, or its assignee, and (2) the performance of the obligations of the Trustor to the City under that certain Amendment and Restatement of Agreement to Loan Redevelopment Set Aside Housing and LIHTF Program Funds to CDPCN, LLC, dated April 16, 2008, as amended by that certain First Amendment to the Amendment And Restatement of Agreement to Loan Redevelopment set Aside Housing and LIHTF Program Funds to CDPCN, LLC, dated April 15, 2009, and subsequent amendments thereto (collectively, the "Agreement"). Trustor

shall abide by the terms of the Agreement. Trustor agrees to use the LIHTF Funds to purchase the Property and for the purpose of having 18 floating Low Income Housing Trust Fund ("LIHTF") designated units for LIHTF Program eligible tenants. Trustor agrees to maintain and operate the Property as a drug-free environment. Trustor agrees to maintain RDA/LIHTF assisted units within the Property as affordable housing for a period of fifty (50) years from the date the City receives a correctly submitted Completion Report for the Project, unless terminated earlier pursuant to the Agreement. Trustor agrees to abide by the RHSA and/or LIHTF Fund rules, specifically 24 CFR 92, NRS 319, NAC 310 and the Trust Fund Administrative Guidelines, as applicable.

2. Trustor agrees to repay the Secured Note if a prohibited sale or transfer of the Property occurs as described in the Agreement prior to the expiration of the 50-year affordability period, provided, however, that the foregoing shall only apply to the sale or transfer of the Property and not to the transfer of membership interests in Trustor or a lease of the Property.

3. The City requests that a copy of any Notice of Default and any Notice of Sale given hereunder be mailed to it at the following address: City of Las Vegas, Neighborhood Services Department, 400 Stewart Avenue – 2nd Floor, Las Vegas, NV 89101.

B. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

1. To keep the Property in good condition and repair, reasonable wear and tear excepted; not to remove or demolish and build thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary, or its assignee fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary, or its assignee.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary (including its assignee) or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary, or its assignee, to foreclose this All-Inclusive Deed of Trust.

4. To pay (a) at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock unless the taxpayer has instituted an action which contests the payment of such taxes and/or assessments; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (c) all allowable expenses of this Trust.

If Trustor fails to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise and encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers; pay reasonable expenses, employ counsel and pay reasonable attorneys fees.

5. To pay immediately and with out demand all sums expended pursuant to the foregoing paragraph by Beneficiary or Trustee, with interest from date of expenditures at the rate provided in the Secured Note.

6. If the Property, or any part thereof, or any direct or indirect interest therein, shall be sold, conveyed, disposed of, alienated, hypothecated, leased (except to tenants of space in the improvements), assigned, pledged, mortgaged, further encumbered or otherwise transferred, or Trustor shall be divested of its ownership interest in the Property, or any direct or indirect interest therein, in any manner or way, whether voluntarily or involuntarily without the prior written consent of Beneficiary being first obtained, which consent may be withheld in Beneficiary's sole discretion, then the same shall constitute an event of default. This provision does not apply to the transfer of any membership interest in Trustor.

7. Trustor shall forever warrant, defend and preserve title and the validity and priority of the lien of this instrument and shall forever warrant and defend the same to Beneficiary against the claims of all persons whomsoever.

8. Trustor shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, other than in accordance with the provisions of the Agreement, and with the prior written consent of Beneficiary.

C. *IT IS MUTUALLY AGREED:*

1 Subject to the extent permitted under Nevada law, that any award of compensation and/or damages in connection with any condemnation for public use or of injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money received by it in the same manner and with the same effect as hereinafter provided for the disposition of the proceeds from fire or other insurance.

2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder, and if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the

right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Agreement. If the casualty or condemnation affects only part of the Property and total rebuilding is not feasible, then the proceeds may be used for partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder, and, if such proceeds are insufficient then Trustor shall have funded any deficiency.

3. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure promptly to pay.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals of such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such Reconveyance may be described as "the person or persons legally entitled thereto."

6. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary or its designee the right, power and authority, during the continuance of this Trust to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior or subsequent to any default by Trustor in payment of any indebtedness hereby secured, to enter upon and take possession of the Property, or any part thereof in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.

7. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement secured hereunder, in addition to any rights or remedies available to Beneficiary at law or in equity, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with the Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of the notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Any sale of the Property must be contingent on the Property remaining as affordable housing and in compliance with the requirements set forth in the LIHTF rules and regulations. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, include costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the Secured Note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitle thereto.

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the county recorder of the county or counties where the Property is situated, shall be conclusive proof of the proper substitution of such successor Trustee or Trustees, who shall, without the need for any conveyance from the predecessor Trustee, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.

9. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary as used herein shall mean the owner and holder of the Secured Note, and its assignee, including pledges of the aforementioned Note, whether or not named as Beneficiary herein. In this All-Inclusive Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine and the singular number includes the plural.

10. That the Trustee accepts this Trust when this All-Inclusive Deed of Trust, duly executed and acknowledged, is made a public record as provided. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

D. THE PARTIES FURTHER AGREE:

1. By Beneficiary's acceptance of the All-Inclusive Deed of Trust, Beneficiary agrees that provided Trustor is not in default on the Secured Note. Trustor shall pay all installments of principal which become due under the terms of the Agreement.

2. Notwithstanding any covenants contained in the Agreement, Beneficiary shall have no further duty under this All-Inclusive Deed of Trust when: (i) the lien of this All-Inclusive Deed of Trust has been extinguished by foreclosure sale, or (ii) this All-Inclusive Deed of Trust has been duly reconveyed after payment in full of the Secured Note and subsequent to the payment of Beneficiary herein of Trustor's portion of the Agreement which the Beneficiary herein is required to pay pursuant to said Agreement.

Should Trustor be in default under the terms of the Secured Note and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the Agreement during the period of such default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

3. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon the Property, are applied by the holder of the Secured Note in reduction of the unpaid principal amount thereof, the unpaid principal balance of the Secured Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the aforementioned Note.

4. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this All-Inclusive Deed of Trust may not be for more than the sum of the following amounts, : (i) the balance of the principal and interest accrued and unpaid on the Secured Note on the date of the foreclosure sale; plus (ii) the aggregate of all amounts paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale, including, without limitation taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of the All-Inclusive Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with reasonable attorneys' fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the aforementioned Note as permitted by law.

5. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under this All-Inclusive Deed of Trust securing the Secured Note.

6. The following Covenant Nos. 1, 3, 4 (rate of interest is the default rate stated in the Secured Note), 5, 6, 7 (5%), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this All-Inclusive Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5 and 9 and provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.

7. If a monetary event of default occurs under any of the terms of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give Trustor identified in Section 9 below, or as otherwise identified by written notice to Beneficiary. Trustor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of any of the remedies available to Beneficiary under the aforementioned Note or, if applicable, such longer period of time as may be specified therein. The foregoing grace period shall run concurrently with the thirty-five (35) day cure period under NRS 107.080(2)(a)(2).

8. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give Trustor identified in Section 9 below, or as otherwise identified in a written notice to Beneficiary, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies available to Beneficiary under the aforementioned Note, or such longer period of time as may be specified therein. If the default is such that it is not reasonably capable of being cured within thirty (30) days, or such longer period if so specified, and if Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the aforementioned Note.

9. Beneficiary shall give the Trustor and any tax credit investor and lender written notice of any default under any loan agreements and any cure periods shall commence on the effective date such notice, at the following address or other address provided by the Trustor or tax credit investor:

Trustor: CDPCN, LLC
c/o Community Development Programs Center of Nevada
2009 Alta Drive
Las Vegas, NV 89106
Attention: Executive Director

Tax Credit Investor: c/o Alliant Asset Management Company, LLC
21600 Oxnard Street, Suite 1200
Woodland Hills, California 91367
Attn: Shawn Horwitz

10. Any cure periods available to any tax credit investor or other lender, shall commence upon the date that such notice is received by the tax credit investor or other lender, as applicable. Any cure tendered or made by tax credit investor (or its affiliates), or any other party, shall be accepted or rejected on the same basis as if tendered or made by Trustor.

11. To the full extent permitted by law, Trustor agrees that Trustor shall not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, moratorium or extension, or any law now or

hereafter in force providing for the reinstatement of the debt prior to any sale of the Property to be made pursuant to any provisions contained herein or prior to the entering of any decree, judgment or order of any court of competent jurisdiction, or any right under any statute to redeem all or any part of the Property so sold. Trustor, for Trustor and Trustor's successors and assigns, and for any and all persons ever claiming any interest in the Property, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel: (a) waives, releases, relinquishes and forever forgoes all rights of valuation, appraisal, stay of execution, reinstatement and notice of election or intention to mature or declare due the debt (except such notices as are specifically provided for herein); (b) waives, releases, relinquishes and forever forgoes all right to a marshaling of the assets of Trustor, including the Property, to a sale in the inverse order of alienation, or to direct the order in which any of the Property shall be sold in the event of foreclosure of the liens and security interests hereby created and agrees that any court having jurisdiction to foreclose such liens and security interests may order the Property sold as an entirety; and (c) waives, releases, relinquishes and forever forgoes all rights and periods of redemption provided under applicable law. To the full extent permitted by law, Trustor shall not have or assert any right under any statute or rule of law pertaining to the exemption of homestead or other exemption under any federal, state or local law now or hereafter in effect, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Beneficiary under the terms of this All-Inclusive Deed of Trust to a sale of the Property, for the collection of the debt without any prior or different resort for collection, or the right of Beneficiary under the terms of this All-Inclusive Deed of Trust to the payment of the debt out of the proceeds of sale of the Property in preference to every other claimant whatever. Furthermore, Trustor hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, waives, releases, relinquishes and forever forgoes all present and future statutes of limitations as a defense to any action to enforce the provisions of this All-Inclusive Deed of Trust or to collect any of the debt to the fullest extent permitted by law. Trustor covenants and agrees that upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against Trustor, Trustor shall not seek a supplemental stay or otherwise shall not seek pursuant to 11 U.S.C. §105 or any other provision of the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Beneficiary to enforce any rights of Beneficiary against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

12. Trustor, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, (i) submits to personal jurisdiction in the state in which the premises is located over any suit, action or proceeding by any person arising from or relating to the note, this All-Inclusive Deed of Trust or any other of the documents referenced herein, (ii) agrees that any such action, suit or proceeding may be brought in any state or federal court of competent jurisdiction sitting in the county in which the premises is located, (iii) submits to the jurisdiction of such courts, and (iv) to the fullest extent permitted by law, agrees that it will not bring any action, suit or proceeding in any other forum (but nothing herein shall affect the right of beneficiary to bring any action, suit or proceeding in any other forum).

13. This All-Inclusive Deed of Trust will be governed by and construed in accordance with the laws of the State of Nevada, provided that to the extent that any of such laws may now or hereafter be preempted by federal law, such federal law shall so govern and be controlling, and provided further that the laws of the State of Nevada shall govern as to the creation, priority and enforcement of liens and security interests in the Property located in Nevada.

14. Beneficiary may waive any single event of default by Trustor hereunder without waiving any other prior or subsequent event of default. Beneficiary may remedy any event of default by Trustor hereunder without waiving the event of default remedied. Neither the failure by Beneficiary to exercise, nor the delay by Beneficiary in exercising, any right, power or remedy upon any event of default by Trustor hereunder shall be construed as a waiver of such event of default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Beneficiary of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Trustor therefrom shall in any event be effective unless the same shall be in writing and signed by Beneficiary, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose given. Acceptance by Beneficiary of any payment in an amount less than the amount then due on any of the debt shall be deemed an acceptance on account only and shall not in any way affect the total amount that is due and owing or the existence of an event of default. In case Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the other documents incorporated herein and shall thereafter elect to discontinue or abandon the same for any reason, Beneficiary shall have the unqualified right to do so and, in such an event, Trustor and Beneficiary shall be restored to their former positions with respect to the debt, the Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if the same had never been invoked.

15. A determination that any provision of this All-Inclusive Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this All-Inclusive Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

16. Without affecting Trustor's liability for the payment of any of the debt, Beneficiary may from time to time and without notice to Trustor: (a) release any person liable for the payment of the debt; (b) extend or modify the terms of payment of the debt; (c) accept additional real or personal property of any kind as security or alter, substitute or release any property securing the debt; (d) recover any part of the Property; or (e) join in any extension agreement of this All-Inclusive Deed of Trust or any agreement subordinating the lien hereof.

17. All remedies contained in this All-Inclusive Deed of Trust are cumulative and Beneficiary shall also have all other remedies provided at law and in equity or in any other documents referenced herein. Such remedies may be pursued separately, successively or concurrently at the sole subjective direction of Beneficiary and may be exercised in any order and as often as occasion therefore shall arise. No act of Beneficiary shall be construed as an election to proceed under any particular provisions of this All-Inclusive Deed of Trust to the exclusion of

any other provision of this All-Inclusive Deed of Trust or as an election of remedies to the exclusion of any other remedy which may then or thereafter be available to Beneficiary.

18. Trustor shall, on the request of Beneficiary and at the expense of Trustor: (a) promptly correct any defect, error or omission which may be discovered in the contents of this All-Inclusive Deed of Trust; (b) promptly execute, acknowledge, deliver and record or file such further instruments (including, without limitation, further mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements and assignments of rents or leases) and promptly do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this All-Inclusive Deed of Trust and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the Property, provided such further acts do not expand the liability of Trustor; (c) promptly execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically, without limitation, any financing statement) deemed advisable by Beneficiary to protect, continue or perfect the liens or the security interests hereunder against the rights or interests of third persons, provided such other document or instrument does not expand liability of Trustor hereunder; and (d) promptly furnish to Beneficiary, upon Beneficiary's request, a duly acknowledged written statement and estoppel certificate addressed to such party or parties as directed by Beneficiary and in form and substance supplied by Beneficiary, setting forth all amounts due under the Secured Note, stating whether any default or event of default has occurred hereunder, stating whether any offsets or defenses exist against the debt and containing such other matters as Beneficiary may reasonably require.

19. Trustor shall pay all costs and expenses of every character reasonably incurred in connection with the closing of the loan evidenced by the Secured Note and secured hereby, attributable or chargeable to Trustor as the owner of the Property or otherwise attributable to any consent requested of Beneficiary, including, without limitation, appraisal fees, recording fees, documentary, stamp, mortgage or intangible taxes, brokerage fees and commissions, title policy premiums and title search fees, uniform commercial code/tax lien/litigation search fees, escrow fees, consultants' fees and reasonable attorneys' fees. If Trustor defaults in any such payment, which default is not cured within any applicable grace or cure period, Beneficiary may pay the same and Trustor shall reimburse Beneficiary on demand for all such costs and expenses incurred or paid by Beneficiary, together with such interest thereon at the default interest rate from and after the date of Beneficiary's making such payment until reimbursement thereof by Trustor. Any such sums disbursed by Beneficiary, together with such interest thereon, shall be additional indebtedness of Trustor secured by this All-Inclusive Deed of Trust.

20. Trustor shall promptly notify Beneficiary in writing of any litigation or threatened litigation affecting the Property, or any other demand or claim which, if enforced, could impair or threaten to impair Beneficiary's security hereunder. Without limiting or waiving any other rights and remedies of Beneficiary hereunder, if Trustor fails to perform any of its covenants or agreements contained in this All-Inclusive Deed of Trust, and such failure is not cured within any applicable grace or cure period, or if any action or proceeding of any kind (including, but not limited to, any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding) is commenced which might affect Beneficiary's interest in the Property or

Beneficiary's right to enforce its security, then Beneficiary may, at its option, with or without notice to Trustor, make any appearances, disburse any sums and take any actions as may be necessary or desirable to protect or enforce the security of this All-Inclusive Deed of Trust or to remedy the failure of Trustor to perform its covenants and agreements (without, however, waiving any default of Trustor).

21. Trustor agrees to pay on demand all expenses of Beneficiary or Trustee incurred with respect to the foregoing (including, but not limited to, reasonable fees and disbursements of counsel), together with interest thereon from and after the date on which Beneficiary or Trustee incurs such expenses until reimbursement thereof by Trustor. Any such expenses so incurred by Beneficiary, together with interest thereon as provided above, shall be additional indebtedness of Trustor secured by this All-Inclusive Deed of Trust. The necessity for any such actions and of the amounts to be paid shall be determined by Beneficiary in its discretion. Beneficiary is hereby empowered to enter and to authorize others to enter upon the Property, or any part thereof, for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Trustor or any person in possession holding under Trustor. Such right of entry shall not entitle Beneficiary to commit acts of willful misconduct or gross negligence on the Property.

22. Trustor acknowledges that the Property is or may be subject to liens or encumbrances of record in existence as of the Effective Date of this All-Inclusive Deed of Trust and this All-Inclusive Deed of Trust is or may be subordinate to such prior liens or encumbrances.

	TRUSTOR:	
	CDPCN, LLC a Nevada Limited Liability Company	
	By: Community Development Programs Center of Nevada, Management Member	
	By:	
		Richard Blue, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this ____ day of _____, 2009, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

ATTACHMENT "5" TO EXHIBIT "A" (FIRST AMENDMENT)
ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING
REDEVELOPMENT HOUSING SET ASIDE FUNDS

(next page)

APN # 139-28-503-026

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Community Development Programs' Center
of Nevada
2009 Alta Drive
Las Vegas, NV 89106

**ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING
REDEVELOPMENT HOUSING SET ASIDE FUNDS**

THIS ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING REDEVELOPMENT HOUSING SET ASIDE FUNDS (this "All-Inclusive Deed of Trust") is made this 15th day of April, 2009, by CDPCN, LLC, a Nevada limited liability company (the "Trustor"), whose address is 2009 Alta Drive, Las Vegas, NV 89106, to CITY OF LAS VEGAS, a Nevada municipal corporation (the "Trustee"), whose address is 400 Stewart Avenue, Las Vegas, NV 89101, Attention: Department of Neighborhood Services, for the benefit of CITY OF LAS VEGAS, a Nevada municipal corporation (the "Beneficiary").

WITNESSETH:

Trustor irrevocably grants, transfers and assigns to Trustee in Trust for the benefit of Beneficiary, with power of sale and with right of entry and possession, that property in the City of Las Vegas, State of Nevada, legally described on Exhibit "1" hereto (the "Property"), together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents issues and profits.

1. This All-Inclusive Deed of Trust is executed for the purpose of securing (1) payment of the Low Income Housing Trust Funds in the amount of One Million, One Hundred Ninety-Four Thousand, Nine Hundred Fifty-One and 11/100 Dollars (\$1,194,951.11) (the "RHSA Funds") according to the terms of the Promissory Note of even date herewith (the "Secured Note") made by Trustor, payable to the order of Beneficiary, or its assignee, and (2) the performance of the obligations of the Trustor to the City under that certain Amendment and Restatement of Agreement to Loan Redevelopment Set Aside Housing and LIHTF Program Funds to CDPCN, LLC, dated April 16, 2008, as amended by that certain First Amendment to the Amendment and Restatement of Agreement to Loan Redevelopment Set Aside Housing and LIHTF Program Funds to CDPCN, LLC, dated April 15, 2009, and subsequent amendments thereto (the

"Agreement"). Trustor shall abide by the terms of the Agreement. Trustor agrees to use the RHSA Funds to purchase the Property for the purpose of providing decent, safe and sanitary rental units to Redevelopment Housing Set Aside ("RHSA") Program eligible tenants. Trustor agrees to maintain and operate the Property as a drug-free environment. Trustor agrees to maintain RHSA assisted units within the Property as affordable housing for the Period of Affordability, as defined in the Agreement, from the date the City receives a correctly submitted Completion Report for the Project, unless terminated earlier pursuant to the Agreement. Trustor agrees to abide by the RHSA Fund rules as applicable.

2. Trustor agrees to repay the Secured Note if a prohibited sale or transfer of the Property occurs as described in the Agreement prior to the expiration of the Period of Affordability, provided, however, that the foregoing shall only apply to the sale or transfer of the Property and not to the transfer of membership interests in Trustor **or lease of the Property**

3. The City requests that a copy of any Notice of Default and any Notice of Sale given hereunder be mailed to it at the following address: City of Las Vegas, Neighborhood Services Department, 400 Stewart Avenue – 2nd Floor, Las Vegas, NV 89101.

B. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

1. To keep the Property in good condition and repair, reasonable wear and tear excepted; not to remove or demolish and build thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary, or its assignee fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary, or its assignee.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary (including its assignee) or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary, or its assignee, to foreclose this All-Inclusive Deed of Trust.

4. To pay (a) at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock unless the taxpayer has instituted an action which contests the payment of such taxes and/or assessments; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (c) all allowable expenses of this Trust.

If Trustor fails to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise and encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers; pay reasonable expenses, employ counsel and pay reasonable attorneys fees.

5. To pay immediately and with out demand all sums expended pursuant to the foregoing paragraph by Beneficiary or Trustee, with interest from date of expenditures at the rate provided in the Secured Note.

6. If the Property, or any part thereof, or any direct or indirect interest therein, shall be sold, conveyed, disposed of, alienated, hypothecated, leased (except to tenants of space in the improvements), assigned, pledged, mortgaged, further encumbered or otherwise transferred, or Trustor shall be divested of its ownership interest in the Property, or any direct or indirect interest therein, in any manner or way, whether voluntarily or involuntarily without the prior written consent of Beneficiary being first obtained, which consent may be withheld in Beneficiary's sole discretion, then the same shall constitute an event of default. This provision does not apply to the transfer of any membership interest in Trustor.

7. Trustor shall forever warrant, defend and preserve title and the validity and priority of the lien of this instrument and shall forever warrant and defend the same to Beneficiary against the claims of all persons whomsoever.

8. Trustor shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, other than in accordance with the provisions of the Agreement, and with the prior written consent of Beneficiary.

C. *IT IS MUTUALLY AGREED:*

1 Subject to the extent permitted under Nevada law, that any award of compensation and/or damages in connection with any condemnation for public use or of injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money received by it in the same manner and with the same effect as hereinafter provided for the disposition of the proceeds from fire or other insurance.

2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder, and if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the

right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Agreement. If the casualty or condemnation affects only part of the Property and total rebuilding is not feasible, then the proceeds may be used for partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder, and, if such proceeds are insufficient then Trustor shall have funded any deficiency.

3. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure promptly to pay.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals of such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such Reconveyance may be described as "the person or persons legally entitled thereto."

6. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary or its designee the right, power and authority, during the continuance of this Trust to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior or subsequent to any default by Trustor in payment of any indebtedness hereby secured, to enter upon and take possession of the Property, or any part thereof in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.

7. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement secured hereunder, in addition to any rights or remedies available to Beneficiary at law or in equity, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with the Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of the notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Any sale of the Property must be contingent on the Property remaining as affordable housing and in compliance with the requirements set forth in the RHSA rules and regulations. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, include costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the Secured Note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitle thereto.

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the county recorder of the county or counties where the Property is situated, shall be conclusive proof of the proper substitution of such successor Trustee or Trustees, who shall, without the need for any conveyance from the predecessor Trustee, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.

9. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary as used herein shall mean the owner and holder of the Secured Note, and its assignee, including pledges of the aforementioned Note, whether or not named as Beneficiary herein. In this All-Inclusive Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine and the singular number includes the plural.

10. That the Trustee accepts this Trust when this All-Inclusive Deed of Trust, duly executed and acknowledged, is made a public record as provided. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

D. THE PARTIES FURTHER AGREE:

1. By Beneficiary's acceptance of the All-Inclusive Deed of Trust, Beneficiary agrees that provided Trustor is not in default on the Secured Note, Beneficiary shall pay all installments of principal which become due under the terms of the Agreement.

2. Notwithstanding any covenants contained in the Agreement, Beneficiary shall have no further duty under this All-Inclusive Deed of Trust when: (i) the lien of this All-Inclusive Deed of Trust has been extinguished by foreclosure sale, or (ii) this All-Inclusive Deed of Trust has been duly reconveyed after payment in full of the Secured Note and subsequent to the payment of Beneficiary herein of Trustor's portion of the Agreement which the Beneficiary herein is required to pay pursuant to the Agreement.

Should Trustor be in default under the terms of the Secured Note and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the Agreement during the period of such default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

3. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon the Property, are applied by the holder of the Agreement in reduction of the unpaid principal amount thereof, the unpaid principal balance of the Secured Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the aforementioned Note.

4. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this All-Inclusive Deed of Trust may not be for more than the sum of the following amounts, : (i) the balance of the principal and interest accrued and unpaid on the Secured Note on the date of the foreclosure sale; plus (ii) the aggregate of all amounts paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale, including, without limitation taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of the All-Inclusive Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with reasonable attorneys' fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the aforementioned Note as permitted by law.

5. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under this All-Inclusive Deed of Trust securing the Secured Note.

6. The following Covenant Nos. 1, 3, 4 (rate of interest is the default rate stated in the Secured Note), 5, 6, 7 (5%), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this All-Inclusive Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5 and 9 and provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.

7. If a monetary event of default occurs under any of the terms of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give Trustor identified in Section 9 below, or as otherwise identified by written notice to Beneficiary. Trustor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of any of the remedies available to Beneficiary under the aforementioned Note or, if applicable, such longer period of time as may be specified therein. The foregoing grace period shall run concurrently with the thirty-five (35) day cure period under NRS 107.080(2)(a)(2).

8. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give Trustor identified in Section 9 below, or as otherwise identified in a written notice to Beneficiary, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies available to Beneficiary under the aforementioned Note, or such longer period of time as may be specified therein. If the default is such that it is not reasonably capable of being cured within thirty (30) days, or such longer period if so specified, and if Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the aforementioned Note.

9. Beneficiary shall give the Trustor and any tax credit investor and any lender written notice of any default under the Agreement or any loan agreements and any cure periods shall commence on the date that such notice is received by such party, at the following address or other address provided by the Trustor or tax credit investor or lender:

Trustor: CDPCN, LLC
c/o Community Development Programs Center of Nevada
2009 Alta Drive
Las Vegas, NV 89106
Attention: Executive Director

Tax Credit Investor: c/o Alliant Asset Management Company, LLC
21600 Oxnard Street, Suite 1200
Woodland Hills, California 91367
Attn: Shawn Horwitz

10. Any cure periods available to any tax credit investor or other lender, shall commence upon the date that such notice is received by the tax credit investor or other lender, as applicable. Any cure tendered or made by tax credit investor (or its affiliates) or any other party shall be accepted or rejected on the same basis as if tendered or made by Trustor.

11. To the full extent permitted by law, Trustor agrees that Trustor shall not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, moratorium or extension, or any law now or

hereafter in force providing for the reinstatement of the debt prior to any sale of the Property to be made pursuant to any provisions contained herein or prior to the entering of any decree, judgment or order of any court of competent jurisdiction, or any right under any statute to redeem all or any part of the Property so sold. Trustor, for Trustor and Trustor's successors and assigns, and for any and all persons ever claiming any interest in the Property, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel: (a) waives, releases, relinquishes and forever forgoes all rights of valuation, appraisal, stay of execution, reinstatement and notice of election or intention to mature or declare due the debt (except such notices as are specifically provided for herein); (b) waives, releases, relinquishes and forever forgoes all right to a marshaling of the assets of Trustor, including the Property, to a sale in the inverse order of alienation, or to direct the order in which any of the Property shall be sold in the event of foreclosure of the liens and security interests hereby created and agrees that any court having jurisdiction to foreclose such liens and security interests may order the Property sold as an entirety; and (c) waives, releases, relinquishes and forever forgoes all rights and periods of redemption provided under applicable law. To the full extent permitted by law, Trustor shall not have or assert any right under any statute or rule of law pertaining to the exemption of homestead or other exemption under any federal, state or local law now or hereafter in effect, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Beneficiary under the terms of this All-Inclusive Deed of Trust to a sale of the Property, for the collection of the debt without any prior or different resort for collection, or the right of Beneficiary under the terms of this All-Inclusive Deed of Trust to the payment of the debt out of the proceeds of sale of the Property in preference to every other claimant whatever. Furthermore, Trustor hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, waives, releases, relinquishes and forever forgoes all present and future statutes of limitations as a defense to any action to enforce the provisions of this All-Inclusive Deed of Trust or to collect any of the debt to the fullest extent permitted by law. Trustor covenants and agrees that upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against Trustor, Trustor shall not seek a supplemental stay or otherwise shall not seek pursuant to 11 U.S.C. §105 or any other provision of the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Beneficiary to enforce any rights of Beneficiary against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

12. Trustor, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, (i) submits to personal jurisdiction in the state in which the premises is located over any suit, action or proceeding by any person arising from or relating to the note, this All-Inclusive Deed of Trust or any other of the documents referenced herein, (ii) agrees that any such action, suit or proceeding may be brought in any state or federal court of competent jurisdiction sitting in the county in which the premises is located, (iii) submits to the jurisdiction of such courts, and (iv) to the fullest extent permitted by law, agrees that it will not bring any action, suit or proceeding in any other forum (but nothing herein shall affect the right of beneficiary to bring any action, suit or proceeding in any other forum).

13. This All-Inclusive Deed of Trust will be governed by and construed in accordance with the laws of the State of Nevada, provided that to the extent that any of such laws may now or hereafter be preempted by federal law, such federal law shall so govern and be controlling, and provided further that the laws of the State of Nevada shall govern as to the creation, priority and enforcement of liens and security interests in the Property located in Nevada.

14. Beneficiary may waive any single event of default by Trustor hereunder without waiving any other prior or subsequent event of default. Beneficiary may remedy any event of default by Trustor hereunder without waiving the event of default remedied. Neither the failure by Beneficiary to exercise, nor the delay by Beneficiary in exercising, any right, power or remedy upon any event of default by Trustor hereunder shall be construed as a waiver of such event of default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Beneficiary of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Trustor therefrom shall in any event be effective unless the same shall be in writing and signed by Beneficiary, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose given. Acceptance by Beneficiary of any payment in an amount less than the amount then due on any of the debt shall be deemed an acceptance on account only and shall not in any way affect the total amount that is due and owing or the existence of an event of default. In case Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the other documents incorporated herein and shall thereafter elect to discontinue or abandon the same for any reason, Beneficiary shall have the unqualified right to do so and, in such an event, Trustor and Beneficiary shall be restored to their former positions with respect to the debt, the Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if the same had never been invoked.

15. A determination that any provision of this All-Inclusive Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this All-Inclusive Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

16. Without affecting Trustor's liability for the payment of any of the debt, Beneficiary may from time to time and without notice to Trustor: (a) release any person liable for the payment of the debt; (b) extend or modify the terms of payment of the debt; (c) accept additional real or personal property of any kind as security or alter, substitute or release any property securing the debt; (d) recover any part of the Property; or (e) join in any extension agreement of this All-Inclusive Deed of Trust or any agreement subordinating the lien hereof.

17. All remedies contained in this All-Inclusive Deed of Trust are cumulative and Beneficiary shall also have all other remedies provided at law and in equity or in any other documents referenced herein. Such remedies may be pursued separately, successively or concurrently at the sole subjective direction of Beneficiary and may be exercised in any order and as often as occasion therefore shall arise. No act of Beneficiary shall be construed as an election to proceed under any particular provisions of this All-Inclusive Deed of Trust to the exclusion of

any other provision of this All-Inclusive Deed of Trust or as an election of remedies to the exclusion of any other remedy which may then or thereafter be available to Beneficiary.

18. Trustor shall, on the request of Beneficiary and at the expense of Trustor: (a) promptly correct any defect, error or omission which may be discovered in the contents of this All-Inclusive Deed of Trust; (b) promptly execute, acknowledge, deliver and record or file such further instruments (including, without limitation, further mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements and assignments of rents or leases) and promptly do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this All-Inclusive Deed of Trust and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the Property, provided such further acts do not expand the liability of Trustor; (c) promptly execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically, without limitation, any financing statement) deemed advisable by Beneficiary to protect, continue or perfect the liens or the security interests hereunder against the rights or interests of third persons, provided such other document or instrument does not expand liability of Trustor hereunder; and (d) promptly furnish to Beneficiary, upon Beneficiary's request, a duly acknowledged written statement and estoppel certificate addressed to such party or parties as directed by Beneficiary and in form and substance supplied by Beneficiary, setting forth all amounts due under the Secured Note, stating whether any default or event of default has occurred hereunder, stating whether any offsets or defenses exist against the debt and containing such other matters as Beneficiary may reasonably require.

19. Trustor shall pay all costs and expenses of every character reasonably incurred in connection with the closing of the loan evidenced by the Secured Note and secured hereby, attributable or chargeable to Trustor as the owner of the Property or otherwise attributable to any consent requested of Beneficiary, including, without limitation, appraisal fees, recording fees, documentary, stamp, mortgage or intangible taxes, brokerage fees and commissions, title policy premiums and title search fees, uniform commercial code/tax lien/litigation search fees, escrow fees, consultants' fees and reasonable attorneys' fees. If Trustor defaults in any such payment, which default is not cured within any applicable grace or cure period, Beneficiary may pay the same and Trustor shall reimburse Beneficiary on demand for all such costs and expenses incurred or paid by Beneficiary, together with such interest thereon at the default interest rate from and after the date of Beneficiary's making such payment until reimbursement thereof by Trustor. Any such sums disbursed by Beneficiary, together with such interest thereon, shall be additional indebtedness of Trustor secured by this All-Inclusive Deed of Trust.

20. Trustor shall promptly notify Beneficiary in writing of any litigation or threatened litigation affecting the Property, or any other demand or claim which, if enforced, could impair or threaten to impair Beneficiary's security hereunder. Without limiting or waiving any other rights and remedies of Beneficiary hereunder, if Trustor fails to perform any of its covenants or agreements contained in this All-Inclusive Deed of Trust, and such failure is not cured within any applicable grace or cure period, or if any action or proceeding of any kind (including, but not limited to, any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding) is commenced which might affect Beneficiary's interest in the Property or

21. Trustor agrees to pay on demand all expenses of Beneficiary or Trustee incurred with respect to the foregoing (including, but not limited to, reasonable fees and disbursements of counsel), together with interest thereon from and after the date on which Beneficiary or Trustee incurs such expenses until reimbursement thereof by Trustor. Any such expenses so incurred by Beneficiary, together with interest thereon as provided above, shall be additional indebtedness of Trustor secured by this All-Inclusive Deed of Trust. The necessity for any such actions and of the amounts to be paid shall be determined by Beneficiary in its discretion. Beneficiary is hereby empowered to enter and to authorize others to enter upon the Property, or any part thereof, for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Trustor or any person in possession holding under Trustor. Such right of entry shall not entitle Beneficiary to commit acts of willful misconduct or gross negligence on the Property.

	TRUSTOR:	
	CDPCN, LLC a Nevada Limited Liability Company	
	By: Community Development Programs Center of Nevada, Management Member	
	By:	
		Richard Blue, President

On this ____ day of _____, 2009, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

ATTACHMENT "6" TO EXHIBIT "A" (FIRST AMENDMENT)
ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING
REDEVELOPMENT HOUSING SET ASIDE FUNDS

(next page)

APN # 139-28-503-026

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Community Development Programs' Center
of Nevada
2009 Alta Drive
Las Vegas, NV 89106

**ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING
REDEVELOPMENT HOUSING SET ASIDE FUNDS**

THIS ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING REDEVELOPMENT HOUSING SET ASIDE FUNDS (this "All-Inclusive Deed of Trust") is made this 15th day of April, 2009, by CDPCN, LLC, a Nevada limited liability company (the "Trustor"), whose address is 2009 Alta Drive, Las Vegas, NV 89106, to CITY OF LAS VEGAS, a Nevada municipal corporation (the "Trustee"), whose address is 400 Stewart Avenue, Las Vegas, NV 89101, Attention: Department of Neighborhood Services, for the benefit of CITY OF LAS VEGAS, a Nevada municipal corporation (the "Beneficiary").

WITNESSETH:

Trustor irrevocably grants, transfers and assigns to Trustee in Trust for the benefit of Beneficiary, with power of sale and with right of entry and possession, that property in the City of Las Vegas, State of Nevada, legally described on Exhibit "1" hereto (the "Property"), together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents issues and profits.

1. This All-Inclusive Deed of Trust is executed for the purpose of securing (1) payment of the Low Income Housing Trust Funds in the amount of Two Million, Four Hundred Thirty-Seven Thousand, Two Hundred Seventy-Six and No/100 Dollars (\$2,437,276) (the "RHSA Funds") according to the terms of the Promissory Note of even date herewith (the "Secured Note") made by Trustor, payable to the order of Beneficiary, or its assignee, and (2) the performance of the obligations of the Trustor to the City under that certain Amendment and Restatement of Agreement to Loan Redevelopment Set Aside Housing and LIHTF Program Funds to CDPCN, LLC, dated April 16, 2008, as amended by that certain First Amendment to the Amendment and Restatement of Agreement to Loan Redevelopment Set Aside Housing and LIHTF Program Funds to CDPCN, LLC, dated April 15, 2009, and subsequent amendments

thereto (the "Agreement"). Trustor shall abide by the terms of the Agreement. Trustor agrees to use the RHSA Funds to purchase the Property for the purpose of providing decent, safe and sanitary rental units to Redevelopment Housing Set Aside ("RHSA") Program eligible tenants. Trustor agrees to maintain and operate the Property as a drug-free environment. Trustor agrees to maintain RHSA assisted units within the Property as affordable housing for the Period of Affordability, as defined in the Agreement, from the date the City receives a correctly submitted Completion Report for the Project, unless terminated earlier pursuant to the Agreement. Trustor agrees to abide by the RHSA Fund rules as applicable.

2. Trustor agrees to repay the Secured Note if a prohibited sale or transfer of the Property occurs as described in the Agreement prior to the expiration of the Period of Affordability, provided, however, that the foregoing shall only apply to the sale or transfer of the Property and not to the transfer of membership interests in Trustor or lease of the Property.

3. The City requests that a copy of any Notice of Default and any Notice of Sale given hereunder be mailed to it at the following address: City of Las Vegas, Neighborhood Services Department, 400 Stewart Avenue – 2nd Floor, Las Vegas, NV 89101.

B. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

1. To keep the Property in good condition and repair, reasonable wear and tear excepted; not to remove or demolish and build thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary, or its assignee fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary, or its assignee.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary (including its assignee) or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary, or its assignee, to foreclose this All-Inclusive Deed of Trust.

4. To pay (a) at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock unless the taxpayer has instituted an action which contests the payment of such taxes and/or assessments; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (c) all allowable expenses of this Trust.

If Trustor fails to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise and encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers; pay reasonable expenses, employ counsel and pay reasonable attorneys fees.

5. To pay immediately and with out demand all sums expended pursuant to the foregoing paragraph by Beneficiary or Trustee, with interest from date of expenditures at the rate provided in the Secured Note.

6. If the Property, or any part thereof, or any direct or indirect interest therein, shall be sold, conveyed, disposed of, alienated, hypothecated, leased (except to tenants of space in the improvements), assigned, pledged, mortgaged, further encumbered or otherwise transferred, or Trustor shall be divested of its ownership interest in the Property, or any direct or indirect interest therein, in any manner or way, whether voluntarily or involuntarily without the prior written consent of Beneficiary being first obtained, which consent may be withheld in Beneficiary's sole discretion, then the same shall constitute an event of default. This provision does not apply to the transfer of any membership interest in Trustor.

7. Trustor shall forever warrant, defend and preserve title and the validity and priority of the lien of this instrument and shall forever warrant and defend the same to Beneficiary against the claims of all persons whomsoever.

8. Trustor shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, other than in accordance with the provisions of the Agreement, and with the prior written consent of Beneficiary.

C. *IT IS MUTUALLY AGREED:*

1 Subject to the extent permitted under Nevada law, that any award of compensation and/or damages in connection with any condemnation for public use or of injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money received by it in the same manner and with the same effect as hereinafter provided for the disposition of the proceeds from fire or other insurance.

2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder, and if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the

right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Agreement. If the casualty or condemnation affects only part of the Property and total rebuilding is not feasible, then the proceeds may be used for partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder, and, if such proceeds are insufficient then Trustor shall have funded any deficiency.

3. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure promptly to pay.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals of such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such Reconveyance may be described as "the person or persons legally entitled thereto."

6. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary or its designee the right, power and authority, during the continuance of this Trust to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior or subsequent to any default by Trustor in payment of any indebtedness hereby secured, to enter upon and take possession of the Property, or any part thereof in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.

7. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement secured hereunder, in addition to any rights or remedies available to Beneficiary at law or in equity, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with the Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of the notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Any sale of the Property must be contingent on the Property remaining as affordable housing and in compliance with the requirements set forth in the RHSA rules and regulations. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, include costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the Secured Note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitle thereto.

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the county recorder of the county or counties where the Property is situated, shall be conclusive proof of the proper substitution of such successor Trustee or Trustees, who shall, without the need for any conveyance from the predecessor Trustee, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.

9. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary as used herein shall mean the owner and holder of the Secured Note, and its assignee, including pledges of the aforementioned Note, whether or not named as Beneficiary herein. In this All-Inclusive Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine and the singular number includes the plural.

10. That the Trustee accepts this Trust when this All-Inclusive Deed of Trust, duly executed and acknowledged, is made a public record as provided. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

D. THE PARTIES FURTHER AGREE:

1. By Beneficiary's acceptance of the All-Inclusive Deed of Trust, Beneficiary agrees that provided Trustor is not in default on the Secured Note, Beneficiary shall pay all installments of principal which become due under the terms of the Agreement.

2. Notwithstanding any covenants contained in the Agreement, Beneficiary shall have no further duty under this All-Inclusive Deed of Trust when: (i) the lien of this All-Inclusive Deed of Trust has been extinguished by foreclosure sale, or (ii) this All-Inclusive Deed of Trust has been duly reconveyed after payment in full of the Secured Note and subsequent to the payment of Beneficiary herein of Trustor's portion of the Agreement which the Beneficiary herein is required to pay pursuant to the Agreement.

Should Trustor be in default under the terms of the Secured Note and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the Agreement during the period of such default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

3. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon the Property, are applied by the holder of the Agreement in reduction of the unpaid principal amount thereof, the unpaid principal balance of the Secured Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the aforementioned Note.

4. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this All-Inclusive Deed of Trust may not be for more than the sum of the following amounts, : (i) the balance of the principal and interest accrued and unpaid on the Secured Note on the date of the foreclosure sale; plus (ii) the aggregate of all amounts paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale, including, without limitation taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of the All-Inclusive Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with reasonable attorneys' fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the aforementioned Note as permitted by law.

5. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under this All-Inclusive Deed of Trust securing the Secured Note.

6. The following Covenant Nos. 1, 3, 4 (rate of interest is the default rate stated in the Secured Note), 5, 6, 7 (5%), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this All-Inclusive Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5 and 9 and provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.

7. If a monetary event of default occurs under any of the terms of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give Trustor identified in Section 9 below, or as otherwise identified by written notice to Beneficiary. Trustor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of any of the remedies available to Beneficiary under the aforementioned Note or, if applicable, such longer period of time as may be specified therein. The foregoing grace period shall run concurrently with the thirty-five (35) day cure period under NRS 107.080(2)(a)(2).

8. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give Trustor identified in Section 9 below, or as otherwise identified in a written notice to Beneficiary, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies available to Beneficiary under the aforementioned Note, or such longer period of time as may be specified therein. If the default is such that it is not reasonably capable of being cured within thirty (30) days, or such longer period if so specified, and if Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the aforementioned Note.

9. Beneficiary shall give the Trustor and any tax credit investor and any lender written notice of any default under the Agreement any loan agreements and any cure periods shall commence on the date that such notice is received by such party, at the following address or other address provided by the Trustor or tax credit investor or lender:

Trustor: CDPCN, LLC
c/o Community Development Programs Center of Nevada
2009 Alta Drive
Las Vegas, NV 89106
Attention: Executive Director

Tax Credit Investor: c/o Alliant Asset Management Company, LLC
21600 Oxnard Street, Suite 1200
Woodland Hills, California 91367
Attn: Shawn Horwitz

10. Any cure periods available to any tax credit investor or other lender, shall commence upon the date that any such notice is received by the tax credit investor or other lender, as applicable. Any cure tendered or made by tax credit investor (or its affiliates) or any other lender shall be accepted or rejected on the same basis as if tendered or made by Trustor.

11. To the full extent permitted by law, Trustor agrees that Trustor shall not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, moratorium or extension, or any law now or

hereafter in force providing for the reinstatement of the debt prior to any sale of the Property to be made pursuant to any provisions contained herein or prior to the entering of any decree, judgment or order of any court of competent jurisdiction, or any right under any statute to redeem all or any part of the Property so sold. Trustor, for Trustor and Trustor's successors and assigns, and for any and all persons ever claiming any interest in the Property, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel: (a) waives, releases, relinquishes and forever forgoes all rights of valuation, appraisement, stay of execution, reinstatement and notice of election or intention to mature or declare due the debt (except such notices as are specifically provided for herein); (b) waives, releases, relinquishes and forever forgoes all right to a marshaling of the assets of Trustor, including the Property, to a sale in the inverse order of alienation, or to direct the order in which any of the Property shall be sold in the event of foreclosure of the liens and security interests hereby created and agrees that any court having jurisdiction to foreclose such liens and security interests may order the Property sold as an entirety; and (c) waives, releases, relinquishes and forever forgoes all rights and periods of redemption provided under applicable law. To the full extent permitted by law, Trustor shall not have or assert any right under any statute or rule of law pertaining to the exemption of homestead or other exemption under any federal, state or local law now or hereafter in effect, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Beneficiary under the terms of this All-Inclusive Deed of Trust to a sale of the Property, for the collection of the debt without any prior or different resort for collection, or the right of Beneficiary under the terms of this All-Inclusive Deed of Trust to the payment of the debt out of the proceeds of sale of the Property in preference to every other claimant whatever. Furthermore, Trustor hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, waives, releases, relinquishes and forever forgoes all present and future statutes of limitations as a defense to any action to enforce the provisions of this All-Inclusive Deed of Trust or to collect any of the debt to the fullest extent permitted by law. Trustor covenants and agrees that upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against Trustor, Trustor shall not seek a supplemental stay or otherwise shall not seek pursuant to 11 U.S.C. §105 or any other provision of the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Beneficiary to enforce any rights of Beneficiary against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

12. Trustor, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, (i) submits to personal jurisdiction in the state in which the premises is located over any suit, action or proceeding by any person arising from or relating to the note, this All-Inclusive Deed of Trust or any other of the documents referenced herein, (ii) agrees that any such action, suit or proceeding may be brought in any state or federal court of competent jurisdiction sitting in the county in which the premises is located, (iii) submits to the jurisdiction of such courts, and (iv) to the fullest extent permitted by law, agrees that it will not bring any action, suit or proceeding in any other forum (but nothing herein shall affect the right of beneficiary to bring any action, suit or proceeding in any other forum).

13. This All-Inclusive Deed of Trust will be governed by and construed in accordance with the laws of the State of Nevada, provided that to the extent that any of such laws may now or hereafter be preempted by federal law, such federal law shall so govern and be controlling, and provided further that the laws of the State of Nevada shall govern as to the creation, priority and enforcement of liens and security interests in the Property located in Nevada.

14. Beneficiary may waive any single event of default by Trustor hereunder without waiving any other prior or subsequent event of default. Beneficiary may remedy any event of default by Trustor hereunder without waiving the event of default remedied. Neither the failure by Beneficiary to exercise, nor the delay by Beneficiary in exercising, any right, power or remedy upon any event of default by Trustor hereunder shall be construed as a waiver of such event of default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Beneficiary of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Trustor therefrom shall in any event be effective unless the same shall be in writing and signed by Beneficiary, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose given. Acceptance by Beneficiary of any payment in an amount less than the amount then due on any of the debt shall be deemed an acceptance on account only and shall not in any way affect the total amount that is due and owing or the existence of an event of default. In case Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the other documents incorporated herein and shall thereafter elect to discontinue or abandon the same for any reason, Beneficiary shall have the unqualified right to do so and, in such an event, Trustor and Beneficiary shall be restored to their former positions with respect to the debt, the Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if the same had never been invoked.

15. A determination that any provision of this All-Inclusive Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this All-Inclusive Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

16. Without affecting Trustor's liability for the payment of any of the debt, Beneficiary may from time to time and without notice to Trustor: (a) release any person liable for the payment of the debt; (b) extend or modify the terms of payment of the debt; (c) accept additional real or personal property of any kind as security or alter, substitute or release any property securing the debt; (d) recover any part of the Property; or (e) join in any extension agreement of this All-Inclusive Deed of Trust or any agreement subordinating the lien hereof.

17. All remedies contained in this All-Inclusive Deed of Trust are cumulative and Beneficiary shall also have all other remedies provided at law and in equity or in any other documents referenced herein. Such remedies may be pursued separately, successively or concurrently at the sole subjective direction of Beneficiary and may be exercised in any order and as often as occasion therefore shall arise. No act of Beneficiary shall be construed as an election to proceed under any particular provisions of this All-Inclusive Deed of Trust to the exclusion of

any other provision of this All-Inclusive Deed of Trust or as an election of remedies to the exclusion of any other remedy which may then or thereafter be available to Beneficiary.

18. Trustor shall, on the request of Beneficiary and at the expense of Trustor: (a) promptly correct any defect, error or omission which may be discovered in the contents of this All-Inclusive Deed of Trust; (b) promptly execute, acknowledge, deliver and record or file such further instruments (including, without limitation, further mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements and assignments of rents or leases) and promptly do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this All-Inclusive Deed of Trust and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the Property, provided such further acts do not expand the liability of Trustor; (c) promptly execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically, without limitation, any financing statement) deemed advisable by Beneficiary to protect, continue or perfect the liens or the security interests hereunder against the rights or interests of third persons, provided such other document or instrument does not expand liability of Trustor hereunder; and (d) promptly furnish to Beneficiary, upon Beneficiary's request, a duly acknowledged written statement and estoppel certificate addressed to such party or parties as directed by Beneficiary and in form and substance supplied by Beneficiary, setting forth all amounts due under the Secured Note, stating whether any default or event of default has occurred hereunder, stating whether any offsets or defenses exist against the debt and containing such other matters as Beneficiary may reasonably require.

19. Trustor shall pay all costs and expenses of every character reasonably incurred in connection with the closing of the loan evidenced by the Secured Note and secured hereby, attributable or chargeable to Trustor as the owner of the Property or otherwise attributable to any consent requested of Beneficiary, including, without limitation, appraisal fees, recording fees, documentary, stamp, mortgage or intangible taxes, brokerage fees and commissions, title policy premiums and title search fees, uniform commercial code/tax lien/litigation search fees, escrow fees, consultants' fees and reasonable attorneys' fees. If Trustor defaults in any such payment, which default is not cured within any applicable grace or cure period, Beneficiary may pay the same and Trustor shall reimburse Beneficiary on demand for all such costs and expenses incurred or paid by Beneficiary, together with such interest thereon at the default interest rate from and after the date of Beneficiary's making such payment until reimbursement thereof by Trustor. Any such sums disbursed by Beneficiary, together with such interest thereon, shall be additional indebtedness of Trustor secured by this All-Inclusive Deed of Trust.

20. Trustor shall promptly notify Beneficiary in writing of any litigation or threatened litigation affecting the Property, or any other demand or claim which, if enforced, could impair or threaten to impair Beneficiary's security hereunder. Without limiting or waiving any other rights and remedies of Beneficiary hereunder, if Trustor fails to perform any of its covenants or agreements contained in this All-Inclusive Deed of Trust, and such failure is not cured within any applicable grace or cure period, or if any action or proceeding of any kind (including, but not limited to, any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding) is commenced which might affect Beneficiary's interest in the Property or

Beneficiary's right to enforce its security, then Beneficiary may, at its option, with or without notice to Trustor, make any appearances, disburse any sums and take any actions as may be necessary or desirable to protect or enforce the security of this All-Inclusive Deed of Trust or to remedy the failure of Trustor to perform its covenants and agreements (without, however, waiving any default of Trustor).

21. Trustor agrees to pay on demand all expenses of Beneficiary or Trustee incurred with respect to the foregoing (including, but not limited to, reasonable fees and disbursements of counsel), together with interest thereon from and after the date on which Beneficiary or Trustee incurs such expenses until reimbursement thereof by Trustor. Any such expenses so incurred by Beneficiary, together with interest thereon as provided above, shall be additional indebtedness of Trustor secured by this All-Inclusive Deed of Trust. The necessity for any such actions and of the amounts to be paid shall be determined by Beneficiary in its discretion. Beneficiary is hereby empowered to enter and to authorize others to enter upon the Property, or any part thereof, for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Trustor or any person in possession holding under Trustor. Such right of entry shall not entitle Beneficiary to commit acts of willful misconduct or gross negligence on the Property.

22. Trustor acknowledges that the Property is or may be subject to liens or encumbrances of record in existence as of the Effective Date of this All-Inclusive Deed of Trust and this All-Inclusive Deed of Trust is or may be subordinate to such prior liens or encumbrances.

	TRUSTOR:	
	CDPCN, LLC a Nevada Limited Liability Company	
	By: Community Development Programs Center of Nevada, Management Member	
	By:	
		Richard Blue, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this _____ day of _____, 2009, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

EXHIBIT "B" (First Amendment)

LEGAL DESCRIPTION

I STREET PARCEL: Assessor's Parcel No: 139-28-503-026

That portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 28, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as follows:

Lot 1 as shown by map thereof in File 116 of Parcel Maps, page 47, in the Office of the County Recorder of Clark County, Nevada

SARANN KNIGHT PARCEL: Assessor Parcel No: 139-28-503-027

That portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 28, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as follows:

Lot 2 as shown by map thereof in File 116 of Parcel Maps, page 47, in the Office of the County Recorder of Clark County, Nevada

H STREET PARCEL: Assessor's Parcel No: 139-28-503-028

That portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 28 Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as follows:

Lot 3 as shown by map thereof in File 116 of Parcel Maps, page 47, in the Office of the County Recorder of Clark County, Nevada

EXHIBIT "E" (FIRST AMENDMENT)

DISCLOSURE OF PRINCIPALS

The principals and partners of Community Development Programs Center of Nevada, *and all persons and entities holding more than 1% interest in Community Development Programs Center of Nevada*, or any principal of Community Development Programs Center of Nevada, are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
	None (See attached Board of Directors)		

I certify under penalty of perjury, that the foregoing list is full and complete.

	Community Development Programs Center of Nevada, a Nevada non profit corporation
	By: _____ Richard Blue, President

Subscribed and sworn to before me this
_____ day of _____, 2009.

Notary Public