

FIRST AMENDMENT TO ARRA PROGRAM AGREEMENT

THIS FIRST AMENDMENT TO ARRA PROGRAM AGREEMENT ("First Amendment") is made and entered into this 2nd day of MARCH, 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City") and HomeFree Nevada, a Nevada nonprofit corporation ("Subrecipient"). City and Subrecipient individually or collectively referred to herein as the "Party" or "Parties."

RECITALS

WHEREAS, City and Subrecipient entered into an AARA Program Agreement ("Agreement") dated June 16, 2010 for the purposes of engaging Subrecipient to assist City in utilizing funds by providing services to meet one or more of the ARRA Program's objectives; and

WHEREAS, City and Subrecipient desire to amend the Agreement subject to the terms and conditions set forth in this First Amendment; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Subrecipient hereby agree to amend the Agreement as follows:

1.0 Article 2.1 of the Agreement is deleted and replaced in its entirety by the following:

2.1 Contribution of Funds. Subject to the terms of this Agreement, City hereby agrees to grant Two Hundred Thousand Dollars and No Cents (\$200,000.00) in EECBG Funds ("Funds") to assist Subrecipient with the costs of providing services to create jobs to create and develop a home performance industry and value of homes during the period from June 16, 2010 through October 26, 2012 as outlined in Exhibit "B", attached hereto and incorporated herein by this reference.

2.0 Article 2.2 of the Agreement is deleted and replaced in its entirety by the following:

2.2 Limitation of Funding. City shall not provide any additional funding beyond the grant of Two Hundred Thousand Dollars and No Cents (\$200,000.00) and City shall not be obligated to pay claims beyond that amount, except for any additional funds approved by City's City Council and by a written addendum mutually agreed to by both parties.

3.0 Article 3.2 of the Agreement is deleted and replaced in its entirety by the following:

3.2 Goals, Audit and Retrofit Expenses. The goal of this Project is to establish a community energy audit rebate program in conjunction with Home Performance with EnergyStar which will result in significant energy and carbon reductions and cost savings for the community. Rebates will be granted to homeowners that complete the audit and minimum retrofit according to Subrecipient standards. Subrecipient standards consist of any energy audit, report, retrofit and test-out, to be rebated by Subrecipient according to its determined rebate structure at the conclusion of the retrofit after all paperwork is reviewed

and approved and the homeowner match is received, as detailed in Exhibit A-1, attached hereto and incorporated herein by this reference. Subrecipient's Auditors and Contractors covenant and agree to invoice no more than One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00) worth of rebates for performing energy audit and retrofit services.

4.0 Any reference to "Exhibit A" in the Agreement is amended to read "Exhibit A-1."

5.0 Incorporation. Except as otherwise amended herein, all other terms and conditions of the Agreement shall remain in full force and effect and Subrecipient hereby ratifies and confirms its obligations thereunder. Subrecipient represents and acknowledges that as of the date of this First Amendment, Subrecipient (i) is not in default under the terms of the Agreement; (ii) has no defense, set off or counterclaim to the enforcement by City of the terms of the Agreement; and (iii) is not aware of any action or inaction by Subrecipient that would constitute a default by Subrecipient under the Agreement.

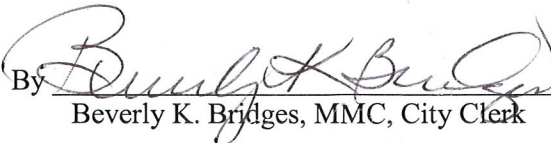
6.0 Counterparts; Electronic Delivery. This First Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, City and Subrecipient have executed this First Amendment as of the day and year first written above.

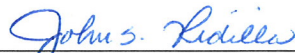
CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

ATTEST:

By:  3/3/11
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By:  2/14/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

HOMEFREE NEVADA

By: 
Dr. Robert Fielden, President