HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM AGREEMENT BETWEEN CITY OF LAS VEGAS AND Aid for AIDS of Nevada (AFAN)

THIS AGREEMENT is made and entered into this 1st day of April 2011, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (the "City"), and **Aid for AIDS of Nevada (AFAN),** (the "Project Sponsor") a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is as follows: 701 Shadow Lane #170, Las Vegas, NV, 89106.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development ("HUD") for participation in the Housing Opportunities for Persons with AIDS Program (the "HOPWA Program") under 24 CFR Part 574, as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA Program is designed to provide states and local governmental entities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter "HIV/AIDS") and their families; and

WHEREAS, the City desires to utilize the funds which are made available through the Grant Agreement for programs which currently provide, or will provide, assistance to low-income individuals with HIV/AIDS and their families residing in Clark County, an Eligible Metropolitan Statistical Area as defined under the HOPWA Program :and

WHEREAS, the Project Sponsor has established the Program more fully described below, which provides certain beneficial services to persons with HIV/AIDS and their families; and

WHEREAS, the City has determined that the Project Sponsor's Program furthers the goals and objectives of the HOPWA Program and, therefore, has been selected for funding with the HOPWA funds provided herein pursuant to the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and of the mutual promises and agreements that are hereinafter contained, the parties do hereby agree as follows:

I. SCOPE OF SERVICES

The Project Sponsor will be responsible for administering the FY 2010-2011 HOPWA-Funded program known as **AFAN Affordable Housing Project** (the "Program"). Project Sponsor agrees to provide **Housing Operations for HIV/AIDS clients** which are eligible activities under the HOPWA Program. The Program is described in the Program Description; Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The Program will also adhere to the Outcomes, Major Tasks, Outputs, and Outcome Measurements as stated in the Performance Measures Form, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement.

The total amount to be provided by the City under this Agreement shall not exceed **$85,000** in HOPWA funds (the "HOPWA Funding") which is to be expended only according to the Program Budget detailed in Exhibit "B," attached hereto and incorporated herein as a part of this Agreement. The Project Sponsor agrees to conduct the Program as described in the Program Description and in accordance with the HOPWA Program rules and regulations, and the HOPWA Program Manual issued by the Department of Neighborhood Services of the City.

II. TIME OF PERFORMANCE

This Agreement provides HOPWA Funding for the payment of Program expenses only from April 1, 2010, through June 30, 2012. Program expenses incurred by the Project Sponsor after the aforementioned deadline are not entitled to payment under this Agreement. Program expenses incurred after July 1st of the fiscal year in which the HOPWA Funding was allocated, but prior to execution of this Agreement, may be reimbursed only upon approval of the City and the Project Sponsor complying with the requirements of 24 CFR 574. The City shall bear no liability to fund or provide payment for expenses of the Program if the HOPWA funds are not allocated by, or received from HUD for the aforementioned fiscal year. If the City receives an award of HOPWA funds from HUD in an amount which is less than anticipated for the aforementioned fiscal year, the City reserves the right to proportionally reduce the amount of the HOPWA Funding allocated to the Project Sponsor under this Agreement.

III. CLIENT DOCUMENTATION

The Project Sponsor is required to maintain documentation on clients benefiting from activities and programs funded through the City's HOPWA program. As a condition of receiving the HUD grant, the City, and in turn the Project Sponsor, must certify that low- and moderate-income persons diagnosed with HIV/AIDS qualify for the Program services pursuant to the Client Eligibility HUD Section 8 Income Guidelines, Exhibit "E" attached and incorporated herein as a part of this Agreement. In addition to the certification, HUD also requires the following client data: race and ethnic background; number of female head of households; verification of Clark County residency; and, number of very- low income clients. All HOPWA clients must provide this information which is used to confirm their eligibility and compile statistical data for submission to both HUD and the City of Las Vegas. City Neighborhood Development Division (NDD) staff and HUD must also have access to the names and addresses of the clients. Client's name, address, verification of diagnosis, income, and family size must be made available to City NDD and HUD staff during monitoring visits to validate program eligibility. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

The Project Sponsor must follow the HOPWA Project Sponsor Program Manual for components of its Program, and utilize the forms and documentation methods contained therein. The Manual is located on the City of Las Vegas Website, and will be provided on CD to the Project Sponsor, if so requested.

IV. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

The Project Sponsor agrees to comply with the requirements, policies, regulations and criteria as specified in the Neighborhood Services HOPWA Program Manual concerning HOPWA Programs, a copy of which the Project Sponsor acknowledges possession thereof. Project Sponsor shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. The Project Sponsor further agrees to comply with all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to comply with any of the above may result in forfeiture of the HOPWA Funding provided to the Project Sponsor under this Agreement.

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

The Project Sponsor has requested financial support from the City to enable it to conduct the Program and to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the services contemplated herein except for providing financial support and the receipt of the Monthly Reports required under this Agreement. In any and all events, the Program services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Project Sponsor, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for HOPWA Funding.

C. INDEMNIFICATION

The Project Sponsor agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all damages, claims, suits, liens, judgments or any other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Project Sponsor's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

The Project Sponsor shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine the following:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the HOPWA Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are being conducted in compliance with federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Project Sponsor agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Project Sponsor goes out of existence, the Project Sponsor shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

The Project Sponsor agrees to permit the City or the its designated representative(s) to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy there from any information that the City desires concerning operation of the Program. The Project Sponsor further understands and agrees that the inspection and audit would be exercised upon written notice to the Project Sponsor. If the records or books are not located within Clark County, Nevada, The Project Sponsor agrees to deliver the records or books or have the records or books delivered to the address within the City of Las Vegas designated by the City. If the City or the its designated representative(s) finds that the records delivered by the Project Sponsor are incomplete, the Project Sponsor agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Project Sponsor's offices to inspect and audit, as deemed necessary, all of the pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

The Project Sponsor shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Project Sponsor and the City from potential Project Sponsor employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the Project Sponsor's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees shall be named as an additional insured parties under each coverage and such notation shall appear on the certificate of insurance furnished by the Project Sponsor's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

The adequacy of the insurance supplied by the Project Sponsor, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before any performance by the Project Sponsor commences hereunder, whichever is earliest. The Project Sponsor shall maintain coverage for the duration of this Agreement. The Project Sponsor shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Project Sponsor and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the Project Sponsor fails to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Project Sponsor.

G. IRS REGULATIONS

The Project Sponsor agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

The Project Sponsor may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

I. THIRD PARTY CONTRACTS

The Project Sponsor shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of the Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City as a condition to obtaining approval by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

IV. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES (24 CFR 574.300)

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT(CHAPTER 15, TITLE5, 8 US CODE)

The Project Sponsor agrees not to use the HOPWA funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Project Sponsor further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME (24 CFR PART 84)

"Program Income" includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by Project Sponsor with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Project Sponsor, that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME (24 CFR PARTS 84 AND 85)

The Project Sponsor agrees that any income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. Program Income shall be recorded separately and returned to the City for disposition. Upon approval by the City Program Income may be retained by the Project Sponsor provided that written notification is given to the Neighborhood Services Director and that the Project Sponsor certifies that the Program income is to be used for the exclusive benefit of the Program. Such income may be used only according to the guidelines set forth in the HUD regulations.

E. OTHER PROGRAM REQUIREMENTS

Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 574, which are applicable to HOPWA Program except that Project Sponsor will not assume the City's environmental responsibilities described in 24 CFR 574.510, nor the intergovernmental review process described in 24 CFR 574.650.

1. CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.

3. LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. ENVIRONMENTAL STANDARDS (24 CFR 574.510)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 574.630)

The Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

The Project Sponsor shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. **LEAD-BASED PAINT (24 CFR 574.635)**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

The Project Sponsor shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Project Sponsor's shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and the related HOPWA provisions.

11. **CONFLICT OF INTEREST (24 CFR 574.625) and (24 CFR Part 85.36(b)(3))**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of the Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing, Project Sponsors, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI of the Civil Rights Act which prohibits discrimination based upon national origin.

F. DRUG-FREE WORKPLACE

As a condition to receiving the HOPWA Funding, the Project Sponsor agrees to comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that the Project Sponsor shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Project Sponsor shall transfer to the City any HOPWA Funding on hand at that time and any accounts receivables attributable to the use of the HOPWA Funding.

H. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act prohibits the Project Sponsor from using appropriated federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Project Sponsor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

I. AMERICANS WITH DISABILITIES ACT

The Project Sponsor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as “ADA”) as applicable to the Project Sponsor and the activities to be performed by Project Sponsor under the scope of this Agreement. If employing more than fifteen (15) employees, the Project Sponsor agrees to comply fully with Title I of ADA as set forth at 28 CFR Part 130. If providing “public accommodations” as defined by the Act in Section 301(7)(A)-(L), the Project Sponsor agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, the Project Sponsor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. CONFIDENTIALITY (24 CFR 574.440)

The Project Sponsor agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

V. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 ", entitled Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more during a one-year period in federal funds conduct an A-133 audit.

Any agency that expends between $200,000 - $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Project Sponsors who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the Project Sponsor to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Project Sponsor as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or bank statement in addition to a paid bill, invoice or receipt. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Project Sponsor by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

D. RECORDS

The Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Agreement, and the Neighborhood Services Department HOPWA Project Sponsor Program Manual.

E. PROGRAM BUDGET

Eligible expenditures for payment by the City will be in accordance with the Program Budget, Exhibit "B" of the Agreement, and subject to any conditions imposed in the Program Description, Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the City for Program costs. The Project Sponsor shall not make any changes in the Program Budget, Exhibit 'B" of the Agreement, unless permission is obtained in writing from the City.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program Budget, Exhibit "B" of the Agreement, expenditures only. Before paying such invoice, the City will review the invoice to if the expenses set forth therein are consistent with the Program Budget and eligible for reimbursement, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are HOPWA-ineligible or which are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in Scope of Services Description, Exhibit "A", of the Agreement.

G. UNEXPENDED FUNDS AND TIMEFRAME

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, twenty-five (25%) of the award must be spent at least quarterly. To ensure compliance with this requirement, the HOPWA grant must be spent as follows: a minimum of ten percent (10%) must be expended by September 30th fifty (50%) must be expended by December 31st, seventy-five percent (75%) must be expended by March 30th, or the deficiencies in the expenditure of funds will be reprogrammed. The Completed Request for Funds (EXHIBIT "C") and Monthly Client Reporting Forms (EXHIBIT "D") for the first quarter must be received by October 15th; the second quarter must be received by January 10th, and the third quarter must be received by March 15th. In addition to the right to reprogram the unspent HOPWA funds, if the Subrecipient fails to utilize all of the HOPWA funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for CDBG funding submitted by the Subrecipient to the City by the amount of the HOPWA funds which have not been spent pursuant to this Agreement.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or his or her designee. All funds must be expended by June 30th, of the Program year with the Request for Release of Funds Forms and the Monthly HOPWA Reporting Forms submitted by July 10th.

The Project Sponsor may provide the City with a written request for an extension of the June 30th deadline of this Agreement and may be authorized for a maximum of one year in writing by the Department of Neighborhood Services Director or designee. The City reserves the right to deny any extensions to this Agreement.

H. ACCOUNTING METHODS

Each expenditure charged to City or paid with HOPWA Funds will be accounted for separately from all other revenue sources of the Project Sponsor. These records shall be maintained by Project Sponsor.

I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of $5,000 or more and a useful life of more than one year.

2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. Project Sponsor will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Project Sponsor with

disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4) When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Project Sponsor may retain such funds provided that Project Sponsor notifies the City in writing, and that Project Sponsor uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 574, the Project Sponsor must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, Project Sponsor must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

VI. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

The Project Sponsor and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

B. CHANGES IN THE SCOPE OF SERVICES

Any change in the Program as outlined in the Program Description must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement which is signed by both the Project Sponsor and by (i) the Mayor (with City Council approval) if funding amounts over $24,999 or by (ii) the Director of Neighborhood Services or the Director's designee if funding amounts of less than $25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

The Subrecipient and the City hereby agree that this Agreement is pursuant to 24 CFR Part 574 and is subject to the federal enforcement procedures identified in 24 CFR Part 84.62. The remedies available to the City for noncompliance with any of the terms, conditions or obligations of this Agreement shall include, but are not limited to, the following:

1. Temporary withholding of cash payments pending correction of the deficiency by the City or Subrecipient or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. Disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. Whole or partial suspension or termination of the current award for the Program,
4. Withholding of further awards for the Program, or
5. Adoption of other remedies that may be legally available.

The City reserves the right to set the terms and conditions for suspension or termination, of this Agreement, and/or the HOPWA funding provided hereunder, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance by the Subrecipients. Any notice of termination for noncompliance shall be given to the Subrecipient no less than ten (10) days before the effective date of such termination and sent to the address in the introduction paragraph of this Agreement.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

E. NOTIFICATION OF AGENCY CHANGES

The Project Sponsor must notify the City in writing, within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for the Project Sponsor.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Aid for AIDS of Nevada (AFAN)

Jennifer Morss, Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action March 2, 2011 – Item #56

APPROVED AS TO FORM: Robert S. Sylvain 4-20-11

Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"

PROGRAM DESCRIPTION

A. PROGRAM SERVICES

Services to be provided.

1. Purpose of Services:
   Prevent homelessness for clients affected by HIV/AIDS by providing permanent housing and supportive services at Pedrigal House and Acacia Gardens. Program documentation to comply with NDD HOPWA Project Sponsor Program Manual.
2. Tasks to be Performed:
   Provide housing operations, supportive services, tenant based rental assistance, housing information and case management to clients with HIV/AIDS and their families.
3. Level of Service to be Provided and Measurable Goals for Grant period per the Goals and Objectives Form (Exhibit F):
   Provide supportive services, housing assistance and long term housing to approximately 20 persons annually who have HIV/AIDS, and may be pending Social Security Disability and/or Supplemental Security Income.

PROJECT SPONSOR hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

B. MONTHLY PROGRAM REPORTS

The Project Sponsor will be required to collect and provide the Program accomplishments and usage records to the City for the period beginning May 1 of the fiscal year, or the effective date of the Agreement, until June 30 of the fiscal year, unless the Agreement is modified in writing by the City and the Project Sponsor. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to Project Sponsor for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

1) Total unduplicated (new) clients, families, and other persons served including: monthly number and year to date number. Other information will be required for the Annual HOPWA Report (see HOPWA Program Manual for guidance)

2) Overall number of clients, families, and other persons in the family served within Clark County, delineated monthly with a running total for the Program Year.

3) Statement of Program goals cited in Subrecipient application and measurable accomplishments toward achieving said goals through reporting date of said report.

The Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 7th of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to the Program for the proper email address. The City will monitor the performance of Project Sponsor against goals and performance standards required herein. Substandard performance as determined by City will constitute non-compliance with the Agreement.

If action to correct the substandard performance is not taken by Project Sponsor within a reasonable period of time (determined by the City), after being notified by the City, then the City will either suspend or terminate this Agreement whatever is determined to be appropriate by the City, pursuant to Section VI.C. of the Agreement.

EXHIBIT "B"

PROGRAM BUDGET

Aid for AIDS of Nevada (AFAN) #1 – AFAN Homeless Prevention Services

Aid for AIDS of Nevada (AFAN) services will be provided in accordance with the following budget:

City Council Recommendation: $85,000

HOPWA Eligible Activity	Budgeted Amount
Housing Operations	$79,050
Admin (7%)	$5,950

EXHIBIT "C"

CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2010/2011 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. *Do not alter this form.*

Request #	Amount of Request	Period Covered
		From To

Agency: Aid for AIDS of Nevada (AFAN) #1	Phone: 3822326
Project: AFAN Homeless Prevention Services	FAX: 3661609
Contact Person: Jennifer Morss	E-mail: jennifer@afanlv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Operations	$79,050			
Supportive Services	$			
Housing Information Services	$			
Tenant Based Rental Assistance (TBRA)	$			
Administration	$5,950			
TOTAL	$85,000			

Signature Date

Exhibit "D"
NEIGHBORHOOD SERVICES DEPARTMENT

MONTHLY HOPWA REPORTING FORM

Name of Agency: ______________________________

Period Covered: (MO/YY) – (MO/YY) **From:** ______________ **To:** ______________

Program/Activity Name: ______________________________

General HUD Information

		MONTHLY	**Year To Date**
Housing Assistance:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u>:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Supportive Services <u>Only</u>:	Number of Clients with HIV/AIDS		
	Number of Other Family Members		
Housing Information Services –	Number of Households		
TOTAL ASSISTED BY HOPWA			

Sub categories for reporting (Original Demand will be updated for each Project Sponsor)

Report on the number of clients per month who apply for services and how many receive services	Original Demand	Demand	Outputs	Need	Results
		B	C	D	E
	DO NOT CHANGE	**HIV/AIDS Clients**	**Client + Family**	**Client**	
*based on number reported on application for funding multiplied by the % ratio of requested to awarded funds	**Anticipated Number of Clients to be served***	**Applied for Assistance**	**Assisted**	**Still Waiting for assistance**	**% of clients assisted**
Housing					
STRMU					
TBRA					
Permanent Housing # of units					

Supportive Services					
Food Vouchers					
Clients referred to Services					

	Total Spent on these specific program components		
STRMU Monthly Expenditures			
TBRA Monthly Expenditures			
Housing Operations Monthly Expenditures			
Food Vouchers Monthly Expenditures			

Please fax to Shawn Bolster at 382-3045 or e-mail to sbolster@lasvegasnevada.gov by the 7^{h} of the month

EXHIBIT "E"

CLIENT ELIGIBILITY
HUD SECTION 8 GUIDELINES

In order for a project or program to be eligible to receive Community Development Block Grant (CDBG) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

INCOME NOT TO EXCEED

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,800	less than $23,000	less than $36,800
2	less than $15,800	less than $26,300	less than $42,050
3	less than $17,750	less than $29,600	less than $47,300
4	less than $19,700	less than $32,850	less than $52,550
5	less than $21,300	less than $35,500	less than $56,800
6	less than $22,900	less than $38,150	less than $61,000
7	less than $24,450	less than $40,750	less than $65,200
8	less than $26,050	less than $43,400	less than $69,400

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May 14, 2010.

Exhibit "F"
NEIGHBORHOOD SERVICES DEPARTMENT

PERFORMANCE MEASURES FORM

Anticipated Project Outcomes: Complete the chart below to describe the most significant outcome(s) this project is expected to accomplish involving its participants for year 2010/11. Provide how many households or individuals will realize each outcome and how each outcome will be measured.

Outcomes: Outcomes are not the products for the agency, but the benefits for the participants. What will be the benefits for the client? Why is this project being done? Examples of outcomes include # of families receiving free or subsidized childcare, # of evictions prevented, achieving a higher grade due to tutorial program, etc. Include only the major project outcomes supported by the requested City funds.
Major Tasks: Outline the major tasks/activities to be conducted by this project (e.g. client outreach/assessment; job training, affordable childcare, information/referral, counseling/case-management, etc.
Outputs: Quantifiable products of tasks, e.g. # of clients assisted, # of clients who received a referral and were helped, # of persons trained, # of children in program, etc.
Outcome Measurement: How will you measure outcomes? What follow-up/tracking will be provided to ensure outcomes are met? How will the project's impact on participants be evaluated?

Outcome #1 *Describe how participants will benefit and how many are expected to realize this outcome.*

Provide 12-18 clients with housing that will assist them in becoming more self sufficient and prevent homelessness.

Provide 8-10 clients with permanent housing to prevent homelessness.

Major Tasks Necessary to Realize Outcomes	Outputs Resulting from Tasks
Refurbish interior/exterior of existing facility	Facility will be operational for clients
Furnish and stock household items	Facility will be operational for clients
Case coordinate clients living in facility	Establish case plans for existing clients
Case coordinate new clients into facility	Establish case plans for new clients
Establish contract with property manager	Ensure quality assurance practices

Outcome Measurements: Describe evaluation tools, methods and benchmarks to measure achievements of this outcome.

AFAN will evaluate progress on a weekly basis during key personnel meetings. Benchmarks include an open house event, client move-in, and facility staffing. The facility will open no later than June 1, 2011, as long as full ownership is transferred to AFAN by May 1, 2011.

DEFERRED LOAN AGREEMENT WITH AID FOR AIDS OF NEVADA, INC., AND AFAN HOUSING L.L.C., FOR THE PEDREGAL HOUSE

(RDA Affordable Housing Set Aside Funds)

THIS DEFERRED LOAN AGREEMENT (this "Agreement") is made and entered into this 2nd day of March, 2011, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101, and Aid for Aids of Nevada Housing, Inc ("AFAN INC"), a non-profit corporation organized under the laws of the State of Nevada, and AFAN Housing, L.L.C ("AFAN LLC"), a Nevada limited liability company, whose sole and managing member is AFAN INC, both entities with offices located at 701 Shadow Lane, Suite 170, Las Vegas Nevada 89106. AFAN INC and AFAN LLC are collectively referred to herein as "AFAN" and the City and AFAN are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, pursuant to NRS 279.685, the Las Vegas Redevelopment Agency is required to set aside eighteen percent (18%) of the revenues received from the ad valorem taxes collected within its designated redevelopment area within the City of Las Vegas as authorized under NRS 279.676 (1) (b), which revenues are to be used to increase, improve and preserve the number of dwelling units in the community for low income households (the "RDA Set Aside Funds"); and

WHEREAS, pursuant to Resolution RA-4-2000 dated July 5, 2000, the Las Vegas Redevelopment Agency transferred responsibility for the allocation of the RDA Set Aside Funds to the City to be used for projects or programs increasing, improving or preserving the number of affordable housing units in the community for low income households; and

WHEREAS, AFAN LLC is in the process of acquiring from Caminar-Las Vegas, a Nevada non-profit corporation, and Caminar, a California non-profit corporation (hereinafter collectively referred to as "Caminar"), that certain real property and improvements thereon legally described in Exhibit A attached hereto and incorporated herein as a part of this Agreement, which is commonly known and referred to as the "Pedregal House"; and

WHEREAS, the Pedregal House is a 12 unit group home constructed in 1982 by Caminar with subsequent public assistance from the City for the purpose of providing affordable housing to tenants who qualify for such housing under the HOPWA Program; and

WHEREAS, the Pedregal House is currently unoccupied and in a state of disrepair, which is contrary to its intended purpose that it provide affordable housing to HOPWA qualified tenants; and

WHEREAS, AFAN INC has requested financial assistance from the City to help reduce the operating costs of the Pedregal House, which would be used to pay off an existing Section

202 Loan previously given by the United States Department of Housing and Urban Development ("HUD") to Caminar; and

WHEREAS, as an inducement to AFAN LLC acquiring the Pedregal House and operating it for its intended purpose, the City Council, at its meeting on March 2, 2011, approved the request of AFAN INC for financial assistance in the amount of RDA Set Aside Funds set forth below, which assistance will be in the form of a deferred loan (defined in Section I below) subject to the terms and conditions provided in this Agreement.

NOW THEREFORE, for and in consideration of the premises above and of the mutual promises and agreements which are hereinafter contained, the Parties do hereby agree as follows:

I. CITY OBLIGATIONS: DEFERRED LOAN

Provided the condition precedents as set forth in Section III below have occurred, the City agrees to provide AFAN INC a deferred loan (hereinafter defined) in an amount not to exceed Three Hundred Sixty-Two Thousand Dollars ($362,000) in RDA Housing Set Aside Funds (the "Project Funds"). The Project Funds are to be used for the purpose of paying off the balance of the Section 202 Loan received by Caminar from HUD for the original construction of the Pedregal House. For purposes of this Agreement, a "deferred loan" means the Project Funds are not subject to repayment if AFAN INC, as the recipient of the RDA Funds, and AFAN LLC comply with all of the requirements of this Agreement for the Period of Compliance defined in Section V.A below. If AFAN complies with all of the requirements of this Agreement for the Period of Compliance, AFAN will be released from the obligation of repayment of the Project Funds.

The City will be responsible for paying off the Section 202 Loan. The City will transmit the Project Funds or such lesser amount thereof as is needed to pay off the balance of the Section 202 Loan, by wire directly into the account provided by HUD to the City. The payment of the Project Funds shall occur within five (5) days after the close of escrow for the acquisition of the Property by AFAN.

II. AFAN OBLIGATIONS: AFFORDABLE HOUSING

In consideration for the deferred loan of the Project Funds provided by the City pursuant to Section I above, AFAN agrees to acquire, refurbish and to subsequently operate the Property for the purpose of providing affordable housing to tenants who qualify for such housing under the HOPWA Program (the "Project"). The Property will be operated in the manner required herein for the Period of Compliance set forth in Section V.A below. AFAN acknowledges and agrees that the Project Funds will be used by the City to pay off the balance of the Section 202 Loan held by HUD in the manner stated in Section I above.

III. CONDITIONS TO THE RELEASE OF PROJECT FUNDS.

The City's obligation to provide the Project Funds for the benefit of AFAN shall be subject to the following conditions:

1. AFAN LLC has acquired the Property by the deadline set forth in Section IV of this Agreement.

2. The City has received authorization from HUD to pay off the Section 202 Loan using the Project Funds.

3. A Preliminary Title Report has been provided to the City indicating that the title of the Property is held in a manner which is acceptable to the City.

4. A Lender's Policy of Title Insurance, in a form acceptable to the City, is issued in an amount sufficient to protect the Project Funds, in addition to any other loans which may exist against the Property, which names the City as an insured party thereunder. The Title Insurance Policy shall be paid for by AFAN and shall be issued prior to the payment of any of the Project Funds to HUD.

5. AFAN LLC has executed that certain Promissory Note for RDA Funds (the "RDA Promissory Note"), Exhibit "B" hereto and incorporated herein as a part of this Agreement.

6. AFAN LLC, as Trustor, has executed and recorded the Short Form Deed of Trust and Assignment of Rents Securing RDA Funds (the "RDA Deed of Trust"), Exhibit "C" attached hereto and incorporated herein as a part of this Agreement, encumbering the ownership interest of AFAN LLC in the Property in favor of the City as security for repayment of the Project Funds as evidenced by the RDA Promissory Note in the event that AFAN fails to perform its obligations as required under this Agreement.

7. AFAN LLC, as Trustor, has executed and recorded the Short Form Deed of Trust and Assignment of Rents Securing HOPWA Funds (the "HOPWA Deed of Trust"), Exhibit "D" attached hereto and incorporated herein as a part of this Agreement, encumbering the ownership interest of AFAN LLC in the Property in favor of the City as security for repayment of the HOWA funds in the amount of Three Hundred Eighty Thousand Dollars ($380,000) (the "HOPWA Funds"). The HOPWA Funds were previously given to Caminar pursuant to that certain Second Amendment to Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar-HIV/AIDS Housing Facility dated July 1, 2005, which funds were used to construct the Pedregal House. The HOPWA Deed of Trust secures repayment of the HOPWA Funds in the event that AFAN fails to perform its obligations as required under this Agreement.

8. Caminar and AFAN have executed that certain Assignment of Rights, Delegation of Duties and Release from Further Liability, Exhibit "E" attached hereto and incorporated herein as a part of this Agreement, which document assigns all of the rights and delegates all of the duties of Caminar to AFAN under that certain Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar/CLC dated April 4, 2001 ($734,317 HOPWA Funds), and Amendments thereto.

9. Caminar and AFAN have executed that certain Assignment of Rights, Delegation of Duties and Release from Further Liability, Exhibit "F" attached hereto and incorporated herein as a part of this Agreement, which document assigns all of the rights and delegates all of

the duties of Caminar to AFAN under that certain Community Development Block Grant Agreement between the City of Las Vegas and Caminar dated October 21, 2002 ($70,000 CDBG Funds).

10. Caminar and AFAN have executed that certain Assignment of Rights, Delegation of Duties and Release from Further Liability, Exhibit "G" attached hereto and incorporated herein as a part of this Agreement, which document assigns all of the rights and delegates all of the duties of Caminar to AFAN under that certain Community Block Grant Agreement between the City of Las Vegas and Caminar dated July 1, 2003 ($31,405 CDBG Funds).

11. AFAN has executed and recorded the Assumption of Obligations of Short Form Deed of Trust ($354,317 HOPWA Funds), Exhibit H attached hereto and incorporated herein as a part of this Agreement, assuming the obligations of Caminar, as Trustor under the Short Form Deed of Trust dated September 17, 2003, and recorded on October 3, 2003, as Book/Instrument No. 20031003-0934 in the office of the Clark County Recorder, State of Nevada.

12. AFAN has executed and recorded the Assumption of Obligations of Short Form Deed of Trust ($70,000 CDBG Funds), Exhibit I attached hereto and incorporated herein as a part of this Agreement, assuming the obligations of Caminar, as Trustor under the Short Form Deed of Trust dated September 18, 2002, and recorded on July 30, 2004, as Book/Instrument No. 20040730-0001017 in the office of the Clark County Recorder, State of Nevada.

13 AFAN has executed and recorded the Assumption of Obligations of Short Form Deed of Trust ($31,405 CDBG Funds), Exhibit J attached hereto and incorporated herein as a part of this Agreement, assuming the obligations of Caminar, as Trustor under the Short Form Deed of Trust dated July 10, 2003, and recorded as on August 15, 2003, as Book/Instrument No. 20030815-01444 in the office of the Clark County Recorder, State of Nevada.

IV. PERIOD OF PERFORMANCE.

This Agreement shall commence as of the date set forth in the first paragraph above and shall continue in force and effect until performance by AFAN of all of the obligations set forth herein unless terminated earlier pursuant to Section VI.B of this Agreement. The date set forth in the introductory paragraph of this Agreement will be the date of approval of the Project Funds by the City Council for this Agreement.

AFAN LLC must acquire the Property on or before May 1, 2011, unless a request for an extension has been approved in writing by the Director of the Urban and Economic Development Department (which approval shall not be unreasonably withheld) to this deadline.

V. CITY GENERAL CONDITIONS

A. PERIOD OF COMPLIANCE. AFAN agrees that the obligation to provide affordable housing as required pursuant to this Agreement shall be in effect until December 1, 2027 (the "Period of Compliance"). If AFAN fails to comply with any of the requirements of this Agreement during the Period of Compliance, the City shall have the right to recapture Project Funds as set forth in Section V.D below.

B. QUALIFICATIONS FOR AFFORDABLE HOUSING. During the Period of Compliance, AFAN agrees that Property must be leased and occupied only by tenants (i) who are afflicted with the Human Immunodeficiency Virus ("HIV"), and (ii) whose income, at the time of the execution of the lease and for the period of such occupancy, does not exceed eighty per cent (80%) of the Average Medium Income, adjusted for family size, as set forth in the HOPWA Program Income Guidelines, Exhibit "K" attached hereto and incorporated herein as a part of this Agreement. The Hopwa Program Income Guidelines will be updated by HUD on an annual basis, and such guidelines will automatically replace Exhibit "K" to this Agreement.

C. RENTAL AMOUNT LIMITS. During the Period of Compliance, AFAN agrees that the rents to be charged tenants who qualify for occupancy of the Property under the HOWPA Program will not exceed the rent limits established by HUD for the HOPWA Program, which limits are set forth in the HOPWA Program Rent Limits, Exhibit "L" attached hereto and incorporated herein as a part of this Agreement. The HOPWA Rent Limits Program will be updated by HUD on an annual basis, and such updates will automatically replace Exhibit "L" to this Agreement.

D. REPAYMENT OF PROJECT FUNDS. If, during the Period of Compliance, any of the following occur: (i) AFAN sells, transfers, conveys or otherwise loses any of its rights, title or interest in, or possession of, the Property, whether it be through a sale, foreclosure or any other proceeding, or (ii) AFAN fails to provide affordable housing pursuant to the requirements of this Agreement, then, in such event, the City shall be entitled to recapture the Project Funds invested for the benefit the Property, and AFAN agrees to repay the Project Funds to the City upon receipt of demand therefor. The failure to repay the Project Funds as required herein shall entitle the City to declare the principal and interest due under the provisions of the RDA Promissory Notes to be due and payable and to enforce the security interest in the Property granted by the Developer to the City pursuant to the RDA Deed of Trust.

E. SECURITY FOR REPAYMENT OF PROJECT FUNDS. The City requires reasonable assurances that the Project Funds will be repaid in the event AFAN fails to perform the requirements of this Agreement by AFAN, which shall include the execution of (i) the Promissory Note for RDA Funds in the amount of $362,000 (the "RDA Promissory Note") Exhibit "A" attached hereto and incorporated herein as a part of this Agreement, as evidence of the obligation to repay the City the amount of Project Funds provided under this Agreement, and (ii) the All-Inclusive Deed of Trust and Assignment of Rents Securing RDA Funds (the "RDA Deed of Trust"), Exhibit "B" attached hereto and incorporated herein as a part of this Agreement, as security for the repayment of the RDA Promissory Note.

F. INCOMPLETE PROJECT. If, for any reason whatsoever, after the acquisition of the Property, AFAN is unable to comply with the requirements of this Agreement, AFAN LLC may convey the Property at no cost to the City without violating the provisions of Section V.D of this Agreement if the City has approved in writing the proposed conveyance. In the event of such transfer, the City will make reasonable efforts to provide affordable housing to qualified tenants under the HOPWA Project provided, however, the City may elect to sell the Property and repay the funding source for the Project Funds from the proceeds of such sale. As an alternative to conveyance of the Property to the City, AFAN LLC may elect to sell the Property without violating the provisions of Section V.D of this Agreement provided (i) the City has approved in writing the proposed sale, (ii) arrangements have been made through escrow for the proceeds resulting from such sale to be used to repay the Project Funds to the City. If the proceeds from the sale of the Property are inadequate to repay the Project Funds to the City, AFAN agrees to pay the deficiency and such payment shall be made a condition to the close of escrow for the sale of the Property.

G. INDEMNIFICATION. In addition to the insurance requirements set forth in Section V.H below, AFAN agrees to protect, defend, indemnify and save the City, its officers, employees and agents, harmless from and against any and all damages, claims, suits, liens, judgments or any other form of liability of whatever nature for injuries to, or death of, any person caused by, connected with, or arising out of any activities or performance undertaken pursuant to this Agreement. AFAN's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

H. INSURANCE.

1. Insurance Policies. During the entire term of this Agreement, AFAN shall procure and maintain, at its own expense, the following policies of insurance:

a. Industrial/Workers' Compensation Insurance protecting AFAN and the City from potential AFAN employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

b. General Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided on an ISO standard form for either Commercial General Liability Insurance or Broad Form Comprehensive General Liability Insurance. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

c. Comprehensive Fire and Hazard Insurance covering the full replacement costs of the improvements on the Property.

The insurance policies required under this Section are in addition to, and not in lieu of, the AFAN's indemnification obligation under Section V.G above.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, AFAN shall have on file with the City current certificates of insurance evidencing the policies required herein.

a. AFAN shall furnish the renewal certificates for the insurance policies required under this Agreement. If the renewal certificates are not provided, the City may declare AFAN in default of its obligation under this Section.

b. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the policies of insurance required under this Section.

3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance provided by AFAN, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VIII, A IX, A X, etc.)

4. Lapse of Insurance. If AFAN fails to maintain any of the insurance policies required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverage may be maintained. AFAN is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and AFAN agrees to pay the cost thereof within 30 days of receipt of an invoice from the City. The City may deduct the amount paid from any sums due AFAN from any monies which may become due and owing AFAN by the City under this Agreement.

5. Primary Coverage. AFAN's insurance shall be the primary coverage with respect to the City, its officers, employees and agents. Any other coverage (insurance or otherwise) available to the City, its officers, employees and agents shall be considered coverage in excess to that required of AFAN and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by AFAN must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

I. COMPLIANCE WITH LAWS AND HOPWA PROGRAM REQUIREMENTS. AFAN agrees to comply with the federal rules, regulations, policies of the HOPWA Program, and other requirements specified in the HOPWA Program Manual. AFAN shall obtain any and all applicable federal, state, and local permits, licenses, notices or certificates required to provide affordable housing to tenants who qualify for such housing under the HOPWA Program. AFAN further agrees to abide by all applicable federal, state, and local regulations, statutes, ordinances and laws. The failure to abide by any of the above may result in the forfeiture of or recapture of any or all of the Project Funds provided under this Agreement.

J. INDEPENDENT CONTRACTOR. AFAN has requested financial support from the City to enable it to use the Property to provide affordable housing to HOPWA qualified tenants. The City shall have no relationship whatsoever with AFAN except for providing financial support and the receipt of the reports required from AFAN which are required under this Agreement. In any and all events, AFAN is acting as an independent contractor, and the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by AFAN, subject only to review by the Director of the Economic and Urban Development Department, or authorized designee, to assure compliance with the requirements of this Agreement.

K. ON-SITE MONITORING. The Project funded under this Agreement will be subject to on-site monitoring by duly authorized representatives (including independent auditors) of the City, including, without limitation, independent City contracted auditors, and representatives of HUD or the United States Comptroller. The representatives will be announced, at a minimum, 24 hours in advance of any on-site visits, which shall occur during normal operating hours. During any on-site visit, the representatives shall be granted access to any and all records pertaining to this Agreement. The representatives may interview employees of AFAN, or any entity associated with AFAN, who consent to such interview.

AFAN shall allow the duly authorized representatives to conduct such reviews, audits and on-site monitoring deemed appropriate in order to determine the following:

1. Whether the Project is being operated in a manner consistent with the requirements of this Agreement and the primary objectives of the HOPWA Program;

2. Whether the objectives of the Project are being achieved;

3. Whether the Project is being operated in an efficient and effective manner;

4. Whether management control systems and internal procedures have been established to ensure that the Project is being operated in a manner that meets the objectives of this Agreement;

5. Whether the financial operations of the Project are being conducted properly;

6. Whether the periodic reports to the City contain accurate and reliable information; and

7. Whether all of the activities of the Project are conducted in compliance with the provisions of applicable federal, state and local laws and regulations and the requirements of this Agreement.

L. MAINTENANCE OF RECORDS. AFAN agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with the requirements of HUD, the City and standard accounting principles and procedures. The records and documentation shall be retained for a period of 5 years after the expiration of the Period of Compliance set forth in Section V.A above, except that those records subject to audit findings shall be retained for five years after such findings have been resolved. In the event AFAN ceases to exist as an entity, AFAN shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

M. RIGHT TO REVIEW AND AUDIT RECORDS AND BOOKS. AFAN agrees to permit the City, or its designated representative(s), (including independent City contracted auditors, HUD or the Comptroller of the United States or any combination thereof) to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy any information that the City desires concerning the operation of the Project. The inspection and audit will be conducted only after written notice to AFAN. If the records and books are not located within Clark County, Nevada, AFAN agrees to deliver them to the address designated by the City. If the City, or its designated representative(s), find that the delivered records or books are incomplete, AFAN agrees to pay the City, or its authorized representative(s), the costs to travel (including transportation, lodging, meals, and other related expenses) to AFAN's offices to inspect and audit, as deemed necessary, the records and books of the Project relating to finances, as well as other records (such as the performance records) that may be required by relevant directives of the funding sources used by the City.

N. IRS REGULATIONS. AFAN agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he or she is paid $600 or more or as updated by the IRS and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. The 1099 instructions can be obtained on the IRS website.

O. LIMIT ON ASSIGNMENT OF INTEREST. AFAN may not assign any part of its rights in this Agreement without the written consent of City. Any such assignment of rights without the consent of City shall result in the forfeiture or recapture of the Project Funds, or any part thereof, as determined by City. The City may assign its rights in this Agreement to HUD.

P. USAGE RECORDS. During the Period of Compliance, AFAN will provide the Neighborhood Services Department Director with the client usage data and records for the Pedregal Home on a semi-annual basis. The information required from AFAN is the same information required from the City by HUD and submitted by the City as part of its HOPWA Consolidated Annual Performance Evaluation Report. This information provided by AFAN will contain, but is not limited to, the following data:

a. Total clients served;
b. Racial breakdown of clients served per HUD requirements, 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 Income Guidelines (Exhibit "F");
e. Age and gender clients served;
f. Annual income limits;

g. Annual leveraged funding sources;
h. Number of rental households served and the rent charged; and
i. Monthly rent paid by each household served.

Q. PROGRAM INCOME. If the Property generates other income from the investment of the Project Funds in the Project, such program income may be used by AFAN if used to provide affordable housing to HOPWA eligible tenants pursuant to the requirements of the HOPWA Program and this Agreement. AFAN will maintain records of such program income, including an accounting of the disposition of these funds, and will provide this information annually to the City.

R. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, AFAN INC and AFAN LLC warrants that it has disclosed on the Disclosure of Principals, Exhibit "M" attached hereto and incorporated herein as a part of this Agreement, all principals, including, partners of AFAN INC and AFAN LLC, as well as all persons and entities holding more than 1% interest in AFAN INC and AFAN LLC or any principal of AFAN INC and AFAN LLC. During the term of this Agreement, AFAN shall notify the City in writing of any material change in the disclosures set forth therein within 15 days of such change.

VI. MODIFICATION OR TERMINATION OF AGREEMENT

A. MODIFICATION OR AMENDMENT. AFAN and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD, or any applicable federal, state or local laws or regulations. Any change in the provisions of this Agreement, including the exhibits hereto, may be made only pursuant to a written amendment which is executed by AFAN and by (i) the Mayor, with City Council approval, if the amendment provides an increase in the amount of Project Funds of $25,000 or more, to be provided under this Agreement, or (ii) the Director of the Economic and Urban Development Department, if the amendment is below $25,000, or merely revises the language of the Agreement without any impact on the amount of the Project Funds provided hereunder.

B. DEFINITION FOR DEFAULT. If, during the term of this Agreement, any of the following occurs:

(i) AFAN fails to operate the Pedregal House for the purpose of providing affordable housing to tenants who qualify for such housing under the HOPWA Program as required pursuant to Section II above;

(ii) AFAN sells, transfers, conveys or otherwise loses its interest or possession of the Property in contravention of the provisions set forth is Section V D above;

(iii) AFAN fails to provide or maintain the insurance required in Section V.H above;

(iv) AFAN fails to defend, indemnify and hold the City harmless as required pursuant to Section V.G above;

(v) A petition in bankruptcy is filed by or against AFAN, an assignment by AFAN is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar offer is appointed to take charge of all or a part of AFAN or the Property, or AFAN is adjudicated to be bankrupt;

(vi) AFAN fails to perform any of its other obligations required under this Agreement;

and the occurrence as set forth above is not remedied after 20 days written notice of default is provided by the City to AFAN pursuant to Section VI.D below, then the City may declare AFAN to be in default of this Agreement.

C. REMEDIES FOR DEFAULT

Upon the occurrence of any default described in Section VI B above, the City shall be entitled to implement any of the following remedies set forth herein:

(i) Temporarily withhold disbursement of the Project Funds pending correction of the deficiency by AFAN;

(ii) Disallow use of the Project Funds for all or part of the cost of the activity, action or expense not in compliance with the requirements of this Agreement;

(iii) Whole or partial suspension or termination of this Agreement, and the current award thereunder, for the Project;

(iv) Withhold further awards for the Project or any other affordable housing project of AFAN;

(v) Declare the RDA Promissory Note to be immediately due and payable, and if the Developer fails to repay the RDA Promissory Note as required herein, proceed to enforce the City's security interest in the Property provided by the RDA Deed of Trust executed in favor of the City;

(v) Terminate the Agreement; or

(vi) Pursue any other legal or equitable remedy that may be available to the City.

After expiration of the cure period set forth in Section VI B above, any remedy selected by the City shall be implemented by written notice to AFAN stating the effective date of the remedy. If the City elects to terminate this Agreement as provided herein, the Developer agrees to repay the Project Funds to the City within ten days after receipt of the written notice of termination, and failure to pay as required herein shall entitled the City to declare the RDA Promissory Note to be immediately due and payable and to enforce its security interest in the Property as provided by the RDA Deed of Trust executed in favor of the City pursuant to Section III above.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions are not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion.

D. NOTICES. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

City:	Director of the Department of Economic and Urban Development City of Las Vegas City Hall, Second Floor 400 Stewart Avenue Las Vegas, Nevada 89101-2986 Fax No. 702-598-3938
AFAN :	Jennifer Morss, Executive Director 701 Shadow Lane, Suite 170 Las Vegas, Nevada 89106 Fax No.702-366-1609

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein.

Remainder of page intentionally left blank

E. NOTIFICATION OF CHANGES. AFAN agrees to notify the City in writing within 15 days of any of the following changes: Key staff personnel, Executive Director, changes of more than half of the Board of Directors, name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the AFAN.

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

CITY OF LAS VEGAS

By: ______________________
Oscar B. Goodman, Date
Mayor

ATTEST:

______________________ 6/6/11
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-26-11
Robert S. Sylvain, Date
Deputy City Attorney

AID FOR AIDS OF NEVADA HOUSING, INC.

By: ______________________ 5/31/11
Jennifer Morss, Date
Executive Director

AFAN HOUSING, L.L.C.

By: Aid for Aids of Nevada, Inc.,
Managing Member

By: ______________________ 5/31/11
Jennifer Morss, Date
Executive Director

ACCEPTANCE OF DEFERRED LOAN AND TERMS AND CONDITIONS
SET FORTH THEREIN

I, Jennifer Morss, Executive Director of Aid for Aids of Nevada Housing on behalf of that corporation, and as the Executive Director of the Managing Member of AFAN Housing L.L.C. on behalf of that limited liability company, do hereby accept the deferred loan and the terms and conditions imposed upon that deferred loan contained in the Deferred Loan Agreement for Rehabilitation of the Pedregal House approved by the City Council of the City of Las Vegas, Nevada on the 2nd day of March, 2011, a copy of which is attached hereto and incorporated herein.

Executed this 31st day of May, 2011.

Aid for Aids of Nevada Housing, Inc.

By: ______________________
Jennifer Morss, President

State of Nevada)
)
County of Clark)

On this 31 day of MAY, 2011, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

JENNIFER MORSS as EXECUTIVE DIRECTOR, 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 voluntary and for the uses and purposes therein mentioned.

Gloria Sanchez
Notary Public

GLORIA SANCHEZ
Notary Public State of Nevada
No. 98-2756-1
My appt. exp. Mar. 30, 2012

TABLE OF EXHIBITS

EXHIBIT "A"

LEGAL DESCRIPTION

(APN 139-20-802-007)

That portion of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 20, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that certain parcel of land described by Deed to CAMINAR-LAS VEGAS, recorded August 19, 1983 in Book 1790 as Instrument Number 1749877 of Clark County, Nevada Records, more correctly described as:

LOT NUMBER 1 of the parcel map, recorded January 21, 1983 in File 39 of Parcel Maps, Page 56 of Clark County, Nevada Records.

EXHIBIT "B"

PROMISSORY NOTE FOR RDA FUNDS

(next page)

PROMISSORY NOTE FOR RDA FUNDS

(SECURED – ALL INCLUSIVE)

___________, 2011

$362,000 Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned (herein "Maker") hereby promises to pay to the order of the City of Las Vegas (herein "Holder"), a municipal corporation within the State of Nevada, 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 Three Hundred Sixty-Seven Thousand Four Hundred Dollars ($362,000) (the "Indebtedness"). This Note will be non-recourse to the Maker and shall bear no interest.

The Indebtedness represented by this Note shall be due and payable in its entirety on the earlier of (i) the date that Maker sells, transfers, conveys or otherwise loses its interest in or possession of the Property (defined below) as prohibited by that certain Deferred Loan Agreement with Aid for Aids of Nevada Housing dated March 2, 20011 (the "Agreement") prior to expiration of the Period of Compliance (defined in the Agreement); (ii) during the Period of Compliance, the date that Maker fails to provide affordable housing to tenants eligible for such housing under the HOPWA Program as mandated by the Agreement and by the applicable rules and regulations relating to the HOPWA Program.

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 performance by Maker required by the terms hereof is not performed when the 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 the performance thereof from any person thereafter shall not constitute a waiver of Holder's option.

This Note is secured by that certain Short Form Deed of Trust and Assignment of Rents Securing RDA Funds (the "RDA Deed of Trust") of even date herewith executed by Maker, as Trustor, to Holder, as Trustee and Beneficiary therein, which RDA Deed of Trust encumbers that certain real property more particularly described therein (the "Property").

The Indebtedness evidenced by this Note shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by that certain (i) Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar/CLC dated April 4, 2001 in the amount of $274,317 (the "HOPWA Agreement"), and the subsequent First Amendment to Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar-HIV/AIDS Housing Facility dated September 17, 2003 in the amount of $80,000 of HOPWA funds (the "HOPWA First Amendment"), and collectively in the amount of $354,317 of HOPWA funds, (ii) Community Development Block Grant Agreement between the City of Las Vegas and Caminar/CLC dated October 21, 2002, in the amount of $70,000 of CDBG funds (the "CDBG I Agreement"), (iii) Community Development Block Grant Agreement between the City of Las Vegas and Caminar dated July 1, 2003, in the amount of $31,405 of CDBG funds (the "CDBG II Agreement"), and (iv) the Second Amendment to Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar-HIV/AIDS Housing Facility dated July 1, 2005, in the amount of $380,000 of CDBG funds (the "CDBG Second Amendment"), which funds have been used for the purposes set forth in the aforementioned agreements and amendments.

The RDA Deed of Trust securing this Note shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the (i) Short Form Deed of Trust dated July 10, 2003, and recorded on August 15, 2003 as Instrument Number 20030815-01444 in the official records of the Clark County Recorder's Office securing the performance of the CDBG II Agreement ($31,405), (ii) Short Form Deed of Trust and Assignment of Rents dated September 17, 2003, and recorded on October 3, 2003, as Instrument 20031003-00934 in the official records of the Clark County Recorder's Office securing performance the HOPWA Agreement and the First Amendment thereto (collectively $354,317), (iii) Short Form Deed of Trust dated September 18, 2002, and recorded on July 30, 2004 as Instrument Number 20040730-0001017 in the official records of the Clark County Recorder's Office securing the performance of the CDBG I Agreement ($70,000), and (iv) the Short Form Deed of Trust and Assignment of Rents securing performance of the Second Amendment ($380,000), which will be recorded prior to the recordation of the RDA Deed of Trust securing this Note.

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

With respect to any default under this Note, the notice and cure provisions set forth in the RDA Deed of Trust shall apply to this Note.

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

Aid for Aids of Nevada Housing, a Nevada non-profit Corporation

By:____________________________________
Jennifer Morss, Executive Director

EXHIBIT "C"

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING RDA FUNDS

(next page)

Parcel No. 139-20-802-007

WHEN RECORDED MAIL TO:
Shawn Bolster
Economic and Urban Development Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101-2986

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING RDA FUNDS

THIS DEED OF TRUST SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING RDA FUNDS (this "Deed of Trust") is made this _____ day of _______________, 2011 by AFAN Housing, L.L.C. (herein "Trustor"), a Nevada limited liability company, whose principal office is located at 701 Shadow Lane, Suite 170, Las Vegas, Nevada 89106, and the City of Las Vegas (herein "Trustee" and "Beneficiary"), a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101-2986, Attention: Economic and Urban Development Department.

WITNESSETH:

WHEREAS, Trustor has received a deferred loan of affordable housing set aside funds in the amount of $362,000 (the "RDA Funds) from Beneficiary pursuant that certain Deferred Loan Agreement with Aid for Aids of Nevada Housing, Inc., for Rehabilitation of the Pedregal House dated March 2, 2011, by and between Trustor and Beneficiary (the "Agreement"), and has agreed to faithfully perform certain obligations set forth therein, including, without limitation, the obligation to repay the RDA Funds to the Beneficiary if the Trustor fails to comply with the terms and conditions set forth therein;

NOW, THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

> See Attachment "1" attached hereto and by this reference is made a part hereof (the "Property").

Trustor also assigned to Trustee and Beneficiary all rents, issues and profits of the Property, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by lawful means in the name of any party hereto.

To protect the security of this Deed of Trust, Trustor agrees (i) to abide by the terms, conditions and requirements of the Agreement; (ii) to provide decent, safe, and sanitary rental housing for HOPWA Program eligible tenants; (iii) to maintain and operate the Property as a drug-free environment; (iv) to operate the Property per the applicable rules and regulations of the HOPWA Program, specifically 24 CFR 574; (v) not to encumber the Property in any way during the Period of Compliance (defined in the Agreement) without the expressed written consent of Beneficiary; and (vi) to repay the RDA Funds to Beneficiary if, during the Period of Compliance, Trustor sells, transfers conveys, or otherwise loses any of its rights, title or interest in, or possession of, the Property, whether it be through a sale, foreclosure or any other proceeding concerning the Property, except that any leases or rental of the Property to HOPWA eligible tenants shall not be subject to the prohibition contained herein or in the Agreement.

This Deed of Trust shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the (i) Short Form Deed of Trust dated September 18, 2002, and recorded on July 30, 2004 as Instrument Number 20040730-0001017 in the official records of the Clark County Recorder's Office securing the performance of the CDBG I Agreement ($70,000), (ii) Short Form Deed of Trust dated July 10, 2003, and recorded on August 15, 2003 as Instrument Number 20030815-01444 in the official records of the Clark County Recorder's Office securing the performance of the CDBG II Agreement ($31,405), (iii) Short Form Deed of Trust and Assignment of Rents dated September 17, 2003, and recorded on October 3, 2003, as Instrument 20031003-00934 in the official records of the Clark County Recorder's Office securing performance the HOPWA Agreement and the First Amendment thereto (collectively $354,317), and (iv) the Short Form Deed of Trust and Assignment of Rents securing performance of the Second Amendment ($380,000), which will be recorded prior to the recordation of the RDA Deed of Trust securing this Note. This Deed of Trust will <u>not</u> be subject to or subordinate to any replacement of the HOPWA funds or CDBG funds secured by the aforementioned deeds of trusts occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Deed of Trust shall also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

Trustor acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of the Property contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Property or a portion thereof prior to the expiration of the Period of Compliance. Upon such revival, the restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that the following covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

So long as Trustor shall well and truly perform its obligations to the Beneficiary contained herein and under the Agreement, such obligations of Trustor will terminate with the expiration of the Period of Compliance; and thereafter Trustee, its successors or assigns, on request by Trustor shall reconvey to Trustor all of its interest in the Property heretofore conveyed to the Trustee by Trustor under this Deed of Trust.

Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address set forth above in the first paragraph.

TRUSTOR:

AFAN Housing, L.L.C., a Nevada limited liability company

By: Aid for Aids of Nevada Housing, Inc., a Nevada non-profit corporation

By: ______________________________
Jennifer Morss, Executive Director

State of Nevada)
)
County of Clark)

On this _____ day of ____________________, 2011, before me, the undersigned, a Notary Public in and for said County and State personally appeared Jennifer Morss, 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.

____
Notary Public

ATTACHMENT 1

LEGAL DESCRIPTION

(APN 139-20-802-007)

That portion of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 20, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that certain parcel of land described by Deed to CAMINAR-LAS VEGAS, recorded August 19, 1983 in Book 1790 as Instrument Number 1749877 of Clark County, Nevada Records, more correctly described as:

LOT NUMBER 1 of the parcel map, recorded January 21, 1983 in File 39 of Parcel Maps, Page 56 of Clark County, Nevada Records.

EXHIBIT "D"

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING HOPWA FUNDS

(next page)

Parcel No. 139-20-802-007

WHEN RECORDED MAIL TO:
Shawn Bolster
Economic and Urban Development Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101-2986

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING HOPWA FUNDS

THIS DEED OF TRUST SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING HOPWA FUNDS (this "Deed of Trust") is made this _____ day of _______________, 2011 by AFAN Housing, L.L.C. (herein "Trustor"), a Nevada limited liability company, whose principal office is located at 701 Shadow Lane, Suite 170, Las Vegas, Nevada 89106, and the City of Las Vegas (herein "Trustee" and "Beneficiary"), a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101-2986, Attention: Economic and Urban Development Department.

WITNESSETH:

WHEREAS, Trustor received a grant of funds under the HOPWA Program in a total amount of $734,317 from Beneficiary pursuant to (i) that certain Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar/CLC dated April 4, 2001 in the amount of $274,317 (the "HOPWA Agreement"), (ii) that certain First Amendment to Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar-HIV/AIDS Housing Facility September 17, 2003, in the amount of $80,000 (the "First Amendment"), and (iii) that certain Second Amendment to Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar-HIV/AIDS Housing Facility dated July 1, 2005, in the amount of $380,000 (the "Second Amendment")(the HOPWA Agreement, the First Amendment and the Second Amendment are collectively referred to herein as the "Agreement");

WHEREAS, Trustor has agreed to faithfully perform certain obligations, including the repayment of the HOPWA Funds under certain conditions set forth in the Agreement;

WHEREAS, Trustor's predecessor in interest to the Property (described below) received HOPWA funds in the amount of $380,000 pursuant to the Second Amendment, which funds were used for the benefit and improvement of the Property;

WHEREAS, Trustor intends to secure repayment of that portion of the HOPWA funds in the amount of $380,000 (the "HOPWA Funds) provided by Beneficiary to the Turstor's predecessor in interest by encumbering the Property with this Deed of Trust.

NOW, THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

> See Attachment "1" attached hereto and by this reference is made a part hereof (the "Property").

Trustor also assigned to Trustee and Beneficiary all rents, issues and profits of the Property, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by lawful means in the name of any party hereto.

To protect the security of this Deed of Trust, Trustor agrees (i) to abide by the terms of the Agreement; (ii) to provide decent, safe, and sanitary rental housing for HOPWA Program eligible tenants; (iii) to maintain and operate the Property as a drug-free environment; (iv) to operate the Property per the applicable rules and regulation of the HOPWA Program, specifically 24 CFR 574; and the requirements of the Agreement; (v) not to encumber the Property in any way during the Period of Compliance (defined in the Agreement) without the expressed written consent of Beneficiary; and (vi) to repay to the HOPWA Funds to Beneficiary if, during the Period of Compliance, Trustor sells, transfer, conveys or otherwise loses any of its rights, title or interest in, or possession of, the Property, whether it be through a sale, foreclosure or any other proceeding concerning the Property, except that any lease or rental to HOPWA eligible tenants shall not be subject to the prohibition contained herein or in the Agreement.

This Deed of Trust shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Short Form Deed of Trust dated September 17, 2003, and recorded on October 3, 2003 as Instrument Number 20031003-00934 in the official records of the Clark County Recorder's Office securing the performance of the Agreement, including the repayment of HOPWA funds in the amount of $354,317 provided pursuant to the HOPWA Agreement and the First Amendment, which document has been recorded prior to the recordation of this Deed of Trust. This Deed of Trust will not be subject to or subordinate to any replacement of the HOPWA funds secured by the aforementioned deed of trust occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Deed of Trust shall also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

Trustor acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of the Property contained in the Agreement will be revived if and to the extent that Trustor acquires or re-acquires ownership or control of the Property or a portion thereof prior to the expiration of the Period of

Compliance. Upon such revival, the restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that the following covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

So long as Trustor shall well and truly perform its obligations to Beneficiary contained herein and under the Agreement, such obligations of Trustor will terminate with the expiration of the Period of Compliance; and thereafter Trustee, its successors or assigns, on request of Trustor shall reconvey to Trustor all its interest in the Property heretofore conveyed to the Trustee under this Deed of Trust.

Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

TRUSTOR:

AFAN Housing, L.L.C., a Nevada limited liability company

By: Aid for Aids of Nevada, Inc., a Nevada non-profit corporation

By: ______________________________
Jennifer Morss, Executive Director

State of Nevada)
)
County of Clark)

On this _____ day of __________________, 2011, before me, the undersigned, a Notary Public in and for said County and State personally appeared Jennifer Morss, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

____
Notary Public

ATTACHMENT 1

LEGAL DESCRIPTION

(APN 139-20-802-007)

That portion of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section 20, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that certain parcel of land described by Deed to CAMINAR-LAS VEGAS, recorded August 19, 1983 in Book 1790 as Instrument Number 1749877 of Clark County, Nevada Records, more correctly described as:

LOT NUMBER 1 of the parcel map, recorded January 21, 1983 in File 39 of Parcel Maps, Page 56 of Clark County, Nevada Records.

EXHIBIT "E"

ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES OF THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CAMINAR/CLC DATED APRIL 4, 2001, AND AMENDMENTS THERETO ($734,317 HOPWA FUNDS)

(next page)

ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY

($734,317 HOPWA Funds)

THIS ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY (this "Assignment") is made and entered into this _____ day of _______________, 2011, by and among Caminar ("Caminar/Cal"), a California corporation registered to do business in Nevada, with offices at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Caminar-Las Vegas, a Nevada non-profit corporation, with offices formerly at 3233 West Charleston Boulevard, Suite 110, Las Vegas, Nevada, 89102 and whose current offices are located at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Aid for Aids of Nevada, Inc. ("AFAN INC"), a Nevada non-profit corporation, and AFAN Housing L.L.C ("AFAN LLC"), a Nevada limited liability company, whose sole and managing member is AFAN INC, both AFAN INC and AFAN LLC have offices at 701 Shadow Lane, Suite 170, Las Vegas, Nevada 89106, with the consent of the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices at 400 Stewart Avenue, Las Vegas, Nevada, 89101. AFAN INC and AFAN LLC are collectively referred to herein as "AFAN".

RECITALS

WHEREAS, the parties hereto recognize and acknowledged that different names have been used in documents executed by the owner of the Property (legally described below) and the recipient of funding from the City, including Caminar/Cal, Caminar-Las Vegas, Caminar/CLC, and Caminar, which parties are collectively referred to herein as "Caminar", and the intent of the parties hereto is that the provisions of this Assignment apply to all of the program or funding document entered into by aforementioned entities and referenced names; and

WHEREAS, Caminar/Cal and the City entered into that certain Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar/CLC dated April 4, 2001 (the "HOPWA Agreement"), whereby the City agreed to provide a grant of funds under the Housing Opportunities for Persons with AIDS Program in the amount of Two Hundred Seventy-Four Thousand Three Hundred Seventeen Dollars ($274,317) to Caminar/Cal for that project commonly known and referred as to the "Acacia Gardens Project" (the "Project"), a project involving the construction of an 8 unit permanent housing facility on the real property owned by Caminar-Las Vegas, which property is legally described on Exhibit A attached hereto (the "Property); and

WHEREAS, subsequent to execution of the HOPWA Agreement, Caminar and the City entered into that certain First Amendment to Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar/CLC – HIV/AIDS Housing Facility dated September 17, 2003 (the "First Amendment"), whereby the City agreed to transfer Eighty Thousand Dollars ($80,000) of HOPWA Program funds from the acquisition grant given to Caminar for the Property to the construction grant for Caminar for use in the construction of the Project; and

WHEREAS, subsequent to the execution of the HOPWA Agreement and the First Amendment, Caminar/Nev and the City entered into that certain Second Amendment to Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar/CLC – HIV/AIDS Housing Facility dated July 1, 2005 (the "Second Amendment"), whereby the City agreed to provide Caminar with an additional grant of HOPWA funds in the amount of Three Hundred Eighty Thousand Dollars ($380,000) (the "HOPWA Funds") to be used for the construction of the Project; and

WHEREAS, as security for performance of its obligations under the HOPWA Agreement, including the obligation to repay the HOPWA Funds if the Property is not used to provide decent, safe and sanitary rental housing for tenants who qualify for such housing under the HOPWA Program for the period of time required therein, Caminar-Las Vegas executed that certain Short Form Deed of Trust and Assignment of Rents dated September 17, 2003 (the "HOPWA Deed of Trust"), as security for the repayment of Three Hundred Fifty-Four Thousand Three Hundred Seventeen Dollars ($354,317) in HOPWA funds provided to by the City to Caminar pursuant to the HOPWA Agreement and the First Amendment, which document was recorded on October 3, 2003 as Instrument Number 20031003-00934 in the public records of the Clark County Recorder's Office: and

WHEREAS, Caminar-Las Vegas is currently involved in the sale of the Property to AFAN pursuant to that certain Purchase and Sale Agreement dated January 11, 2011, as amended by that certain First Amendment to the Purchase and Sale Agreement dated February 26, 2011 (collectively the "Purchase Agreement"), and the conveyance of title as contemplated therein and to be accomplished thereby will be subject to the lien created by the prior HOPWA Deed of Trust; and

WHEREAS, in order to accomplish the transfer and sale of the Property pursuant to the requirements of the Purchase Agreement, Caminar has agreed to assign all of its rights and delegate all of its duties to be performed for the benefit of the City under the HOPWA Agreement, as amended, to AFAN; and

WHEREAS, as consideration for such assignment of rights from Caminar, AFAN has agreed to assume all of the obligations required to be performed by the aforementioned entities under the HOPWA Agreement, as amended; and

WHEREAS, in consideration of AFAN assuming the delegation of duties under the HOPWA Agreement, as amended, the City has agreed to consent to the sale of the Property and to release Caminar from any further liability for performance thereunder, which consent and release is subject to the condition that AFAN execute and record a deed of trust in a form acceptable to the City as security for the repayment of the HOPWA funds in the amount of Three Hundred Eighty Thousand Dollars ($380,000) provided to Caminar under the Second Amendment in the event AFAN fails to perform the assumed obligations of Caminar under the HOPWA Agreement, as amended.

WHEREAS, Caminar-Las Vegas is a wholly owned and controlled subsidiary of Caminar/Cal, and to the extent that Caminar/Cal and Caminar-Las Vegas have any interest in the HOPWA Agreement, Caminar/Cal and Caminar-Las Vegas are each made a party and signatory to this Assignment

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

1. Assignment, Delegation and Assumption. Caminar, individually and collectively, hereby assigns all of its rights, and delegates all of its duties, under the HOPWA Agreement, as amended, to AFAN. In consideration of the assignment of rights by Caminar, AFAN hereby agrees to assume all of the duties and obligations of Caminar to be performed for the benefit of the City under the HOPWA Agreement, as amended. The assignment and delegation made herein pursuant to this Section shall remain in effect for the term of the HOPWA Agreement unless terminated by the City by means of written notification to AFAN pursuant to Section 2 below.

2. Amendment. Section II of the HOPWA Agreement is hereby amended to add the following provision as subsection M thereto to read as follows:

> M. Notices. All notices required or permitted pursuant to this Agreement shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery, with signed receipt; (ii) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; or (iii) three (3) business days after the date of deposit with the United States Postal Service, postage prepaid, return receipt requested, addressed as follows:
>
> If to AFAN: Jennifer Morss, Executive Director
> Aid for Aids of Nevada Housing, Inc. and
> AFAN Housing L.L.C
> 701 Shadow Lane, Suite 170
> Las Vegas, Nevada 89106
> Fax No. 702-366-1609
>
> If to City: Director of the Economic and Urban
> Development Department
> City of Las Vegas
> City Hall, Second Floor
> 400 Stewart Avenue
> Las Vegas, Nevada 89101-2986
> Fax No. 702-598-3938

3. Consent and Release. By execution of this Assignment as provided below, and subject to the condition set forth herein, the City hereby consents to the assignment of rights and the delegation of obligations as set forth in Sections 1 above, and hereby agrees to release Caminar from any further liability for performance under the HOPWA Agreement, as amended. The consent given herein is subject to the condition that AFAN execute and record a deed of trust in a form acceptable to the City securing repayment of the HOPWA funds provided under the Second Amendment if AFAN fails to perform the obligations under the HOPWA Agreement, as amended, assumed pursuant to this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date and year first set forth above.

CITY OF LAS VEGAS

____

Elizabeth N. Fretwell, Date
City Manager

ATTEST:

____

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

____

Robert S. Sylvain, Date
Deputy City Attorney

CAMINAR, a California non-profit corporation ("Caminar/Cal")

____

Name: Charles C. Huggins Date
Title: CEO

CAMINAR-LAS VEGAS, a Nevada non-profit corporation

____

Name: Charles C. Huggins Date
Title: CEO

AID FOR AIDS OF NEVADA, INC.

____

Name: Jennifer Morss Date
Title: Executive Director

AFAN HOUSING L.L.C

By; Aid for Aids of Nevada, Inc.
Managing Member

____

Name: Jennifer Morss Date
Title: Executive Director

EXHIBIT "F"

ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES OF THE COMMUNITY BLOCK GRANT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CAMINAR/CLC DATED OCTOBER 21, 2002 ($70,000 CDBG FUNDS)

(next page)

ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY

($70,000 CDBG Funds)

THIS ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY (this "Assignment") is made and entered into this _____ day of _______________, 2011, by and among Caminar ("Caminar/Cal"), a California corporation registered to do business in Nevada, with offices at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Caminar-Las Vegas, a Nevada non-profit corporation, with offices formerly at 3233 West Charleston Boulevard, Suite 110, Las Vegas, Nevada, 89102 and whose current offices are located at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Aid for Aids of Nevada, Inc. ("AFAN INC"), a Nevada non-profit corporation, and AFAN Housing L.L.C ("AFAN LLC"), a Nevada limited liability company, whose sole and managing member is AFAN INC, both AFAN INC and AFAN LLC have offices at 701 Shadow Lane, Suite 170, Las Vegas, Nevada 89106, with the consent of the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices at 400 Stewart Avenue, Las Vegas, Nevada, 89101. AFAN INC and AFAN LLC are collectively referred to herein as "AFAN".

RECITALS

WHEREAS, the parties hereto recognize and acknowledged that different names have been used in documents executed by the owner of the Property (legally described below) and the recipient of funding from the City, including Caminar/Cal, Caminar-Las Vegas, Caminar/CLC, and Caminar, which parties are collectively referred to herein as "Caminar", and the intent of the parties hereto is that the provisions of this Assignment apply to all of the program or funding document entered into by aforementioned entities and referenced names; and

WHEREAS, Caminar/CLC and the City entered into that certain Community Block Grant Agreement dated October 21, 2002 (the "CDBG Agreement"), whereby the City agreed to provide a grant of funds under the Community Block Grant Program in the amount of Seventy Thousand Dollars ($70,000) to Caminar/CLC for that project commonly known and referred to as the "Pedregal House Capital Improvement Project", a project involving improvements to the real property owned by Caminar-Las Vegas, which property is legally described on Exhibit A attached hereto (the "Property); and

WHEREAS, as security for performance of its obligations under the CDBG Agreement, including the obligation to repay the CDBG funds if the Property is not used to meet one of the national objectives set forth in 24 CFR 570.208, Caminar/CLC executed that certain Short Form Deed of Trust dated September 18, 2001 (the "CDBG Deed of Trust"), which document was recorded on July 30, 2004 as Instrument Number 20040730-0001017 in the public records of the Clark County Recorder's Office: and

WHEREAS, Caminar-Las Vegas is currently involved in the sale of the Property to AFAN pursuant to that certain Purchase and Sale Agreement dated January 11, 2011, as amended by that certain First Amendment to the Purchase and Sale Agreement dated February

26, 2011 (collectively the "Purchase Agreement"), and the conveyance of title as contemplated therein and to be accomplished thereby will be subject to the lien created by the CDBG Deed of Trust; and

WHEREAS, in order to accomplish the transfer of the Property pursuant to the requirements of the Purchase Agreement, the City requires that Caminar assign all of its rights and delegate all of its duties to be performed for the benefit of the City under the CDBG Agreement to AFAN; and

WHEREAS, in consideration for such assignment of rights and delegation of duties from Caminar, AFAN has agreed to assume all of the obligations required to be performed by Caminar under the CDBG Agreement; and

WHEREAS, in consideration of AFAN assuming the delegation of duties under the CDBG Agreement, the City has agreed to consent to sale of the Property and to release Caminar from any further liability for performance thereunder.

WHEREAS, Caminar-Las Vegas is a wholly owned and controlled subsidiary of Caminar/Cal, and to the extent that Caminar/Cal and Caminar-Las Vegas may have any interest in the CDBG Agreement, Caminar/Cal and Caminar-Las Vegas are each made a party and signatory to this Assignment.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

1. Assignment, Delegation and Assumption. Caminar, collectively and individually, hereby assigns all of its rights, and delegates all of its duties, under the CDBG Agreement to AFAN. In consideration of the assignment of rights by Caminar, AFAN hereby agrees to assume all of the duties and obligations of Caminar to be performed for the benefit of the City under the CDBG Agreement. The assignment and delegation made herein pursuant to this Section shall remain in effect for the term of the CDBG Agreement unless terminated by the City by means of written notification to AFAN pursuant to Section 3 below.

2. Amendment. Section II of the CDBG Agreement is hereby amended to add the following provision as subsection M thereto to read as follows:

> M. Notices. All notices required or permitted pursuant to this Agreement shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery, with signed receipt; (ii) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; or (iii) three (3) business days after the date of deposit with the United States Postal Servicel, postage prepaid, return receipt requested, addressed as follows:
>
> If to AFAN: Jennifer Morss, Executive Director
Aid for Aids of Nevada Housing, Inc. and
AFAN Housing L.L.C

701 Shadow Lane, Suite 170
Las Vegas, Nevada 89106
Fax No. 702-366-1609

If to City: Director of the Economic and Urban
Development Department
City of Las Vegas
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax No. 702-598-3938

3. Consent and Release. By execution of this Assignment as provided below, the City hereby consents to the assignment of rights and the delegation of duties set forth in Sections 1 and 2 above, and hereby agrees to release Caminar from any further liability for performance under the CDBG Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date and year first set forth above.

CITY OF LAS VEGAS

Elizabeth N. Fretwell, Date
City Manager

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain, Date
Deputy City Attorney

CAMINAR, a California non-profit corporation ("Caminar/Cal")

Name: Charles C. Huggins, Date
Title: CEO

CAMINAR-LAS VEGAS, a Nevada non-profit corporation

Name: Charles C. Huggins, Date
Title: CEO

AID FOR AIDS OF NEVADA, INC.

Name: Jennifer Morss Date
Title: Executive Director

AFAN HOUSING L.L.C.

By: Aid for Aids of Nevada, Inc.
Managing Member

Name: Jennifer Morss Date
Title: Executive Director

EXHIBIT "G"

ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES OF THE COMMUNITY BLOCK GRANT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CAMINAR DATED JULY 1, 2003 ($31,405 CDBG FUNDS)

(next page)

ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY

($31,405 CDBG Funds)

THIS ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY (this "Assignment") is made and entered into this _____ day of _______________, 2011, by and among Caminar ("Caminar/Cal"), a California corporation registered to do business in Nevada, with offices at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Caminar-Las Vegas, a Nevada non-profit corporation, with offices formerly at 3233 West Charleston Boulevard, Suite 110, Las Vegas, Nevada, 89102 and whose current offices are located at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Aid for Aids of Nevada, Inc. ("AFAN INC"), a Nevada non-profit corporation, and AFAN Housing L.L.C ("AFAN LLC"), a Nevada limited liability company, whose sole and managing member is AFAN INC, both AFAN INC and AFAN LLC have offices at 701 Shadow Lane, Suite 170, Las Vegas, Nevada 89106, with the consent of the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices at 400 Stewart Avenue, Las Vegas, Nevada, 89101. AFAN INC and AFAN LLC are collectively referred to herein as "AFAN".

RECITALS

WHEREAS, the parties hereto recognize and acknowledged that different names have been used in documents executed by the owner of the Property (legally described below) and the recipient of funding from the City, including Caminar/Cal, Caminar-Las Vegas, Caminar/CLC, and Caminar, which parties are collectively referred to herein as "Caminar", and the intent of the parties hereto is that the provisions of this Assignment apply to all of the program or funding document entered into by aforementioned entities and referenced names; and

WHEREAS, Caminar and the City entered into that certain Community Block Grant Agreement dated July 1, 2003 (the "CDBG Agreement"), whereby the City agreed to provide a grant of funds under the Community Block Grant Program in the amount of Thirty-One Thousand Four Hundred Five Dollars ($31,405) (the "CDBG Funds") to Caminar for that project commonly known and referred to as the "Windows and Doors Rehabilitation-Pedregal House Project", a rehabilitation project to the improvements located on the real property owned by Caminar-Las Vegas, which property is legally described on Exhibit A attached hereto (the "Property); and

WHEREAS, as security for performance of its obligations under the CDBG Agreement, including the obligation to repay the CDBG Funds if the Property is not used to meet one of the national objectives set forth in 24 CFR 570.208, Caminar executed that certain Short Form Deed of Trust dated July 10, 2003 (the "CDBG Deed of Trust"), which document was recorded on August 15, 2003 as Instrument Number 20030815-01444 in the public records of the Clark County Recorder's Office: and

WHEREAS, Caminar-Las Vegas is currently involved in the sale of the Property to AFAN pursuant to that certain Purchase and Sale Agreement dated January 11, 2011, as amended by that certain First Amendment to the Purchase and Sale Agreement dated February 26, 2011(collectively the "Purchase Agreement"), and the conveyance of title as contemplated therein and to be accomplished thereby will be subject to the lien created by the CDBG Deed of Trust; and

WHEREAS, pursuant to the requirements of the Purchase Agreement, Caminar has agreed to assign all of its rights and delegate all of its duties to be performed for the benefit of the City under the CDBG Agreement to AFAN: and

WHEREAS, in consideration for such assignment of rights from Caminar, AFAN has agreed to assume all of the obligations required to be performed by Caminar under the CDBG Agreement; and

WHEREAS, in consideration of AFAN assuming the delegation of duties under the CDBG Agreement, the City has agreed to consent to sale of the Property and to release Caminar from any further liability for performance thereunder.

WHEREAS, Caminar-Las Vegas is a wholly owned and controlled subsidiary of Caminar/Cal, and to the extent that Caminar/Cal and Caminar-Las Vegas have any interest in the CDBG Agreement, Caminar/Cal and Caminar-Las Vegas are each made a party and signatory to this Assignment.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

1. Assignment, Delegation and Assumption. Caminar, collectively and individually, hereby assigns all of its rights, and delegates all of its duties, under the CDBG Agreement to AFAN. In consideration of the assignment of rights by Caminar, AFAN hereby agrees to assume all of the duties and obligations of Caminar to be performed for the benefit of the City under the CDBG Agreement.

2. Amendment. Section II of the CDBG Agreement is hereby amended to add the following provision as subsection M thereto to read as follows:

> M. Notices. All notices required or permitted pursuant to this Agreement shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery, with signed receipt; (ii) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; or (iii) three (3) business days after the date of deposit with the United States Postal Service, postage prepaid, return receipt requested, addressed as follows:
>
> If to AFAN: Jennifer Morss, Executive Director
> Aid for Aids of Nevada Housing, Inc. and
> AFAN Housing L.L.C
> 701 Shadow Lane, Suite 170
> Las Vegas, Nevada 89106

Fax No. 702-366-1609

If to City: Director of the Economic and Urban Development Department
City of Las Vegas
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax No. 702-598-3938

3. Consent and Release. By execution of this Assignment as provided below, the City hereby consents to the assignment of rights and the delegation of duties set forth in Sections 1 and 2 above, and hereby agrees to release Caminar from any further liability for performance under the CDBG Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date and year first set forth above.

CITY OF LAS VEGAS

Elizabeth N. Fretwell, Date
City Manager

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain, Date
Deputy City Attorney

CAMINAR-LAS VEGAS, a Nevada non-profit corporation

Name: Charles C. Huggins, Date
Title: CEO

CAMINAR, a California non-profit corporation ("Caminar/Cal")

Name: Charles C. Huggins, Date
Title: CEO

AID FOR AIDS OF NEVADA, INC.

Name: Jennifer Morss Date
Title: Executive Director

AFAN HOUSINGF, L.L.C

By: Aids for Aids of Nevada, Inc.
Managing Member

Name: Jennifer Morss Date
Title: Executive Director

EXHIBIT "H"

ASSUMPTION OF OBLIGATIONS OF SHORT FORM DEED OF TRUST
($354,317 HOPWA FUNDS)

(next page)

Parcel No. 139-20-802-007

WHEN RECORDED MAIL TO:
Shawn Bolster
Economic and Urban Development Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101-2986

ASSUMPTION OF OBLIGATIONS OF SHORT FORM DEED OF TRUST
($354,317 HOPWA FUNDS)

In consideration of the conveyance to the undersigned of that certain real property described in the Short Form Deed of Trust dated September 17, 2003, executed by Caminar-Las Vegas, as trustor, in which the City of Las Vegas, a municipal corporation within the State of Nevada, is named as trustor and beneficiary, and recorded on October 3, 2003, in the office of the County Recorder for the County of Clark, State of Nevada, as Book/Instrument No. 20031003-0934, the undersigneds hereby assume and agree to perform and be bound by all of the terms, conditions and covenants of the Trustor set forth herein.

DATED AND DONE this _____ day of _____________, 2011.

Aid for Aids of Nevada, Inc., a
Nevada non-profit corporation

By:______________________________
Jennifer Morss Date
Executive Director

AFAN Housing L.L.C., a
Nevada limited liability company

By: Aids for Aids of Nevada, Inc.,
Managing Member

____
Jennifer Morss, Executive Director Date

State of Nevada)
)
County of Clark)

On this ________ day of ________________, 2011, 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 she executed the same freely and voluntary and for the uses and purposes therein mentioned.

____
Notary Public

EXHIBIT "I"

ASSUMPTION OF OBLIGATIONS OF SHORT FORM DEED OF TRUST (\$70,000 CDBG FUNDS)

(next page)

Parcel No. 139-20-802-007

WHEN RECORDED MAIL TO:
Shawn Bolster
Economic and Urban Development Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101-2986

ASSUMPTION OF OBLIGATIONS OF SHORT FORM DEED OF TRUST
($70,000 CDBG FUNDS)

In consideration of the conveyance to the undersigned of that certain real property described in the Short Form Deed of Trust dated September 18, 2002, executed by Caminar/CLC, as trustor, in which the City of Las Vegas, a municipal corporation within the State of Nevada, is named as trustor and beneficiary, and recorded on July 30, 2004, in the office of the County Recorder for the County of Clark, State of Nevada, as Book/Instrument No. 20040730-0001017, the undersigneds hereby assume and agree to perform and be bound by all of the terms, conditions and covenants of the Trustor set forth herein.

DATED AND DONE this _____ day of ______________, 2011.

Aid for Aids of Nevada, Inc., a
Nevada non-profit corporation

By:________________________________
Jennifer Morss Date
Executive Director

AFAN Housing L.L.C., a
Nevada limited liability company

By: Aids for Aids of Nevada, Inc.,
Managing Member

____
Jennifer Morss, Executive Director Date

State of Nevada)
)
County of Clark)

On this _________ day of ________________, 2011, 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 she executed the same freely and voluntary and for the uses and purposes therein mentioned.

____
Notary Public

EXHIBIT "J"

ASSUMPTION OF OBLIGATIONS OF SHORT FORM DEED OF TRUST
($31,405 CDBG FUNDS)

(next page)

Parcel No. 139-20-802-007

WHEN RECORDED MAIL TO:
Shawn Bolster
Economic and Urban Development Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101-2986

ASSUMPTION OF OBLIGATIONS OF SHORT FORM DEED OF TRUST
($31,405 CDBG FUNDS)

In consideration of the conveyance to the undersigned of that certain real property described in the Short Form Deed of Trust dated July 10, 2003, executed by Caminar, as trustor, in which the City of Las Vegas, a municipal corporation within the State of Nevada, is named as trustor and beneficiary, and recorded on August 15, 2003, in the office of the County Recorder for the County of Clark, State of Nevada, as Book/Instrument No. 20030815-01444, the undersigneds hereby assume and agree to perform and be bound by all of the terms, conditions and covenants of the Trustor set forth herein.

DATED AND DONE this _____ day of ______________, 2011.

Aid for Aids of Nevada, Inc., a
Nevada non-profit corporation

By:_________________________________
Jennifer Morss Date
Executive Director

AFAN Housing L.L.C., a
Nevada limited liability company

By: Aids for Aids of Nevada, Inc.,
Managing Member

____
Jennifer Morss, Executive Director Date

State of Nevada)
)
County of Clark)

On this _________ day of _________________, 2011, 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 she executed the same freely and voluntary and for the uses and purposes therein mentioned.

____
Notary Public

EXHIBIT "K"

HOPWA PROGRAM INCOME GUIDELINES

HUD SECTION 8 INCOME GUIDELINES

For purposes of the Agreement, the HOWPA Program Income Guidelines are the same as the Section 8 Income Guidelines. In order to qualify for occupancy at the Pedregal House, the tenant must qualify as a low to moderate income household under the HOPWA Program. Each tenant must have income that is less than 80% of median income, which amounts are set forth below based on the family size.

	INCOME NOT TO EXCEED		
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,800	less than $23,000	less than $36,800
2	less than $15,800	less than $26,300	less than $42,050
3	less than $17,750	less than $29,600	less than $47,300
4	less than $19,700	less than $32,850	less than $52,550
5	less than $21,300	less than $35,500	less than $56,800
6	less than $22,900	less than $38,150	less than $61,000
7	less than $24,450	less than $40,750	less than $65,200
8	less than $26,050	less than $43,400	less than $69,400

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

The above income guidelines are provided by the United States Department of Housing and Urban Development (HUD), effective May 14, 2010.

EXHIBIT "L"

HOPWA PROGRAM RENT LIMITS

U.S. DEPARTMENT OF HUD 05/2010
STATE: NEVADA

FAIR MARKET RENT

Las Vegas-Paradise, NV MSA

Efficiency	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	5 Bdrm	6 Bdrm
767	904	1063	1478	1778	2045	2311

EXHIBIT "M"

DISCLOSURE OF PRINCIPALS

DISCLOSURE OF PRINCIPALS

The principals and partners of Aid for Aids of Nevada Housing. *and all persons and entities holding* more than 1% interest therein, 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.

Aid for Aids of Nevada Housing, a Nevada non profit corporation

By: Jennifer Morss, Executive Director
President

Subscribed and sworn to before me this
31 day of MAY, 2011.

Gloria Sanchez
Notary Public

GLORIA SANCHEZ
Notary Public State of Nevada
No. 98-2756-1
My appt. exp. Mar. 30, 2012

Aid for AIDS of Nevada
Board of Trustees

Member Start Date	First Term (2 yr - Grandfathered Term)	Term Expiration Date (3 yrs) Revised Bylaws	Current Executive Term	Board Title	Name and Employment/Affiliation and Job Title
Oct-05	2006-2008	Sep-11	2008-2009 (1)	Interim-President	**Patricia Saavedra** President HR Business Partners
Jan-10	N/A	Sep-16	2010-2011 (1)	Vice-President	**Scott Washburn** Senior National Account Executive USA Hosts
Nov-06	2007-2009	Sep-12	2010-2011 (2)	Treasurer	**Nycole Cummings** Accounting Operations Director Focus Property Group
Jan-10	N/A	Sep-16	2010-2011 (1)	Secretary	**Erich Christjansen** Audi Henderson Lamborghini Las Vegas Service Operations Director
Dec-08	N/A	Sep-11		Trustee	**Guy Gugino** Business Development Officer Wells Fargo SBA Lending Group
Mar-09	2009-2012	Sep-15		Trustee	**Lily Kordic** Ernst & Young, LLP
Jun-10	N/A	Sep-16		Trustee	**Cammy Warden**
Jan-11	N/A	Sep-16		Trustee	**Marek Bute** Snell & Wilmer L.L.P.
					David Parks (TBD)
					Vacant
					Vacant

Jan-08				Ex - Officio	**Jennifer Morss** Executive Director

ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY

($734,317 HOPWA Funds)

THIS ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY (this "Assignment") is made and entered into this 2nd day of March, 2011, by and among Caminar ("Caminar/Cal"), a California corporation registered to do business in Nevada, with offices at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Caminar-Las Vegas, a Nevada non-profit corporation, with offices formerly at 3233 West Charleston Boulevard, Suite 110, Las Vegas, Nevada, 89102 and whose current offices are located at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Aid for Aids of Nevada, Inc. ("AFAN INC"), a Nevada non-profit corporation, and AFAN Housing L.L.C ("AFAN LLC"), a Nevada limited liability company, whose sole and managing member is AFAN INC, both AFAN INC and AFAN LLC have offices at 701 Shadow Lane, Suite 170, Las Vegas, Nevada 89106, with the consent of the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices at 400 Stewart Avenue, Las Vegas, Nevada, 89101. AFAN INC and AFAN LLC are collectively referred to herein as "AFAN".

RECITALS

WHEREAS, the parties hereto recognize and acknowledged that different names have been used in documents executed by the owner of the Property (legally described below) and the recipient of funding from the City, including Caminar/Cal, Caminar-Las Vegas, Caminar/CLC, and Caminar, which parties are collectively referred to herein as "Caminar", and the intent of the parties hereto is that the provisions of this Assignment apply to all of the program or funding document entered into by aforementioned entities and referenced names; and

WHEREAS, Caminar/Cal and the City entered into that certain Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar/CLC dated April 4, 2001 (the "HOPWA Agreement"), whereby the City agreed to provide a grant of funds under the Housing Opportunities for Persons with AIDS Program in the amount of Two Hundred Seventy-Four Thousand Three Hundred Seventeen Dollars ($274,317) to Caminar/Cal for that project commonly known and referred as to the "Acacia Gardens Project" (the "Project"), a project involving the construction of an 8 unit permanent housing facility on the real property owned by Caminar-Las Vegas, which property is legally described on Exhibit A attached hereto (the "Property); and

WHEREAS, subsequent to execution of the HOPWA Agreement, Caminar and the City entered into that certain First Amendment to Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar/CLC – HIV/AIDS Housing Facility dated September 17, 2003 (the "First Amendment"), whereby the City agreed to transfer Eighty Thousand Dollars ($80,000) of HOPWA Program funds from the acquisition grant given to Caminar for the Property to the construction grant for Caminar for use in the construction of the Project; and

WHEREAS, subsequent to the execution of the HOPWA Agreement and the First Amendment, Caminar/Nev and the City entered into that certain Second Amendment to Housing Opportunities for Persons with Aids (HOPWA) Program Agreement between the City of Las Vegas and Caminar/CLC – HIV/AIDS Housing Facility dated July 1, 2005 (the "Second Amendment"), whereby the City agreed to provide Caminar with an additional grant of HOPWA funds in the amount of Three Hundred Eighty Thousand Dollars ($380,000) (the "HOPWA Funds") to be used for the construction of the Project; and

WHEREAS, as security for performance of its obligations under the HOPWA Agreement, including the obligation to repay the HOPWA Funds if the Property is not used to provide decent, safe and sanitary rental housing for tenants who qualify for such housing under the HOPWA Program for the period of time required therein, Caminar-Las Vegas executed that certain Short Form Deed of Trust and Assignment of Rents dated September 17, 2003 (the "HOPWA Deed of Trust"), as security for the repayment of Three Hundred Fifty-Four Thousand Three Hundred Seventeen Dollars ($354,317) in HOPWA funds provided to by the City to Caminar pursuant to the HOPWA Agreement and the First Amendment, which document was recorded on October 3, 2003 as Instrument Number 20031003-00934 in the public records of the Clark County Recorder's Office: and

WHEREAS, Caminar-Las Vegas is currently involved in the sale of the Property to AFAN pursuant to that certain Purchase and Sale Agreement dated January 11, 2011, as amended by that certain First Amendment to the Purchase and Sale Agreement dated February 26, 2011 (collectively the "Purchase Agreement"), and the conveyance of title as contemplated therein and to be accomplished thereby will be subject to the lien created by the prior HOPWA Deed of Trust; and

WHEREAS, in order to accomplish the transfer and sale of the Property pursuant to the requirements of the Purchase Agreement, Caminar has agreed to assign all of its rights and delegate all of its duties to be performed for the benefit of the City under the HOPWA Agreement, as amended, to AFAN; and

WHEREAS, as consideration for such assignment of rights from Caminar, AFAN has agreed to assume all of the obligations required to be performed by the aforementioned entities under the HOPWA Agreement, as amended; and

WHEREAS, in consideration of AFAN assuming the delegation of duties under the HOPWA Agreement, as amended, the City has agreed to consent to the sale of the Property and to release Caminar from any further liability for performance thereunder, which consent and release is subject to the condition that AFAN execute and record a deed of trust in a form acceptable to the City as security for the repayment of the HOPWA funds in the amount of Three Hundred Eighty Thousand Dollars ($380,000) provided to Caminar under the Second Amendment in the event AFAN fails to perform the assumed obligations of Caminar under the HOPWA Agreement, as amended.

WHEREAS, Caminar-Las Vegas is a wholly owned and controlled subsidiary of Caminar/Cal, and to the extent that Caminar/Cal and Caminar-Las Vegas have any interest in the HOPWA Agreement, Caminar/Cal and Caminar-Las Vegas are each made a party and signatory to this Assignment

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

1. Assignment, Delegation and Assumption. Caminar, individually and collectively, hereby assigns all of its rights, and delegates all of its duties, under the HOPWA Agreement, as amended, to AFAN. In consideration of the assignment of rights by Caminar, AFAN hereby agrees to assume all of the duties and obligations of Caminar to be performed for the benefit of the City under the HOPWA Agreement, as amended. The assignment and delegation made herein pursuant to this Section shall remain in effect for the term of the HOPWA Agreement unless terminated by the City by means of written notification to AFAN pursuant to Section 2 below.

2. Amendment. Section II of the HOPWA Agreement is hereby amended to add the following provision as subsection M thereto to read as follows:

> M. Notices. All notices required or permitted pursuant to this Agreement shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery, with signed receipt; (ii) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; or (iii) three (3) business days after the date of deposit with the United States Postal Service, postage prepaid, return receipt requested, addressed as follows:
>
> If to AFAN: Jennifer Morss, Executive Director
Aid for Aids of Nevada Housing, Inc. and
AFAN Housing L.L.C
701 Shadow Lane, Suite 170
Las Vegas, Nevada 89106
Fax No. 702-366-1609
>
> If to City: Director of the Economic and Urban
Development Department
City of Las Vegas
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax No. 702-598-3938

3. Consent and Release. By execution of this Assignment as provided below, and subject to the condition set forth herein, the City hereby consents to the assignment of rights and the delegation of obligations as set forth in Sections 1 above, and hereby agrees to release Caminar from any further liability for performance under the HOPWA Agreement, as amended. The consent given herein is subject to the condition that AFAN execute and record a deed of trust in a form acceptable to the City securing repayment of the HOPWA funds provided under the Second Amendment if AFAN fails to perform the obligations under the HOPWA Agreement, as amended, assumed pursuant to this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date and year first set forth above.

CITY OF LAS VEGAS

6/6/11

~~Elizabeth N. Fretwell,~~ Date
~~City Manager~~
Oscar B. Goodman, Mayor

ATTEST:

6/6/11

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-9-11

Robert S. Sylvain, Date
Deputy City Attorney

CAMINAR, a California non-profit corporation ("Caminar/Cal")

5/5/2011

Name: Charles C. Huggins Date
Title: CEO

CAMINAR-LAS VEGAS, a Nevada non-profit corporation

5/5/2011

Name: Charles C. Huggins Date
Title: CEO

AID FOR AIDS OF NEVADA, INC.

5/24/11

Name: Jennifer Morss Date
Title: Executive Director

AFAN HOUSING L.L.C

By; Aid for Aids of Nevada, Inc.
Managing Member

5/24/11

Name: Jennifer Morss Date
Title: Executive Director

ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY

($70,000 CDBG Funds)

THIS ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY (this "Assignment") is made and entered into this 2nd day of March, 2011, by and among Caminar ("Caminar/Cal"), a California corporation registered to do business in Nevada, with offices at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Caminar-Las Vegas, a Nevada non-profit corporation, with offices formerly at 3233 West Charleston Boulevard, Suite 110, Las Vegas, Nevada, 89102 and whose current offices are located at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Aid for Aids of Nevada, Inc. ("AFAN INC"), a Nevada non-profit corporation, and AFAN Housing L.L.C ("AFAN LLC"), a Nevada limited liability company, whose sole and managing member is AFAN INC, both AFAN INC and AFAN LLC have offices at 701 Shadow Lane, Suite 170, Las Vegas, Nevada 89106, with the consent of the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices at 400 Stewart Avenue, Las Vegas, Nevada, 89101. AFAN INC and AFAN LLC are collectively referred to herein as "AFAN".

RECITALS

WHEREAS, the parties hereto recognize and acknowledged that different names have been used in documents executed by the owner of the Property (legally described below) and the recipient of funding from the City, including Caminar/Cal, Caminar-Las Vegas, Caminar/CLC, and Caminar, which parties are collectively referred to herein as "Caminar", and the intent of the parties hereto is that the provisions of this Assignment apply to all of the program or funding document entered into by aforementioned entities and referenced names; and

WHEREAS, Caminar/CLC and the City entered into that certain Community Block Grant Agreement dated October 21, 2002 (the "CDBG Agreement"), whereby the City agreed to provide a grant of funds under the Community Block Grant Program in the amount of Seventy Thousand Dollars ($70,000) to Caminar/CLC for that project commonly known and referred to as the "Pedregal House Capital Improvement Project", a project involving improvements to the real property owned by Caminar-Las Vegas, which property is legally described on Exhibit A attached hereto (the "Property); and

WHEREAS, as security for performance of its obligations under the CDBG Agreement, including the obligation to repay the CDBG funds if the Property is not used to meet one of the national objectives set forth in 24 CFR 570.208, Caminar/CLC executed that certain Short Form Deed of Trust dated September 18, 2001 (the "CDBG Deed of Trust"), which document was recorded on July 30, 2004 as Instrument Number 20040730-0001017 in the public records of the Clark County Recorder's Office: and

WHEREAS, Caminar-Las Vegas is currently involved in the sale of the Property to AFAN pursuant to that certain Purchase and Sale Agreement dated January 11, 2011, as amended by that certain First Amendment to the Purchase and Sale Agreement dated February

26, 2011 (collectively the "Purchase Agreement"), and the conveyance of title as contemplated therein and to be accomplished thereby will be subject to the lien created by the CDBG Deed of Trust; and

WHEREAS, in order to accomplish the transfer of the Property pursuant to the requirements of the Purchase Agreement, the City requires that Caminar assign all of its rights and delegate all of its duties to be performed for the benefit of the City under the CDBG Agreement to AFAN; and

WHEREAS, in consideration for such assignment of rights and delegation of duties from Caminar, AFAN has agreed to assume all of the obligations required to be performed by Caminar under the CDBG Agreement; and

WHEREAS, in consideration of AFAN assuming the delegation of duties under the CDBG Agreement, the City has agreed to consent to sale of the Property and to release Caminar from any further liability for performance thereunder.

WHEREAS, Caminar-Las Vegas is a wholly owned and controlled subsidiary of Caminar/Cal, and to the extent that Caminar/Cal and Caminar-Las Vegas may have any interest in the CDBG Agreement, Caminar/Cal and Caminar-Las Vegas are each made a party and signatory to this Assignment.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

1. Assignment, Delegation and Assumption. Caminar, collectively and individually, hereby assigns all of its rights, and delegates all of its duties, under the CDBG Agreement to AFAN. In consideration of the assignment of rights by Caminar, AFAN hereby agrees to assume all of the duties and obligations of Caminar to be performed for the benefit of the City under the CDBG Agreement. The assignment and delegation made herein pursuant to this Section shall remain in effect for the term of the CDBG Agreement unless terminated by the City by means of written notification to AFAN pursuant to Section 3 below.

2. Amendment. Section II of the CDBG Agreement is hereby amended to add the following provision as subsection M thereto to read as follows:

> M. Notices. All notices required or permitted pursuant to this Agreement shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery, with signed receipt; (ii) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; or (iii) three (3) business days after the date of deposit with the United States Postal Servicel, postage prepaid, return receipt requested, addressed as follows:
>
> If to AFAN: Jennifer Morss, Executive Director
> Aid for Aids of Nevada Housing, Inc. and
> AFAN Housing L.L.C

701 Shadow Lane, Suite 170
Las Vegas, Nevada 89106
Fax No. 702-366-1609

If to City: Director of the Economic and Urban
Development Department
City of Las Vegas
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax No. 702-598-3938

3. Consent and Release. By execution of this Assignment as provided below, the City hereby consents to the assignment of rights and the delegation of duties set forth in Sections 1 and 2 above, and hereby agrees to release Caminar from any further liability for performance under the CDBG Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date and year first set forth above.

CITY OF LAS VEGAS

6/6/11

El~~izabeth N. Fretwe~~ll, Date
~~City Manager~~ –
Oscar B. Goodman, Mayor

ATTEST:

6/6/11

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-9-11

Robert S. Sylvain, Date
Deputy City Attorney

CAMINAR, a California non-profit corporation ("Caminar/Cal")

Chas C. Huggins 5/5/2011

Name: Charles C. Huggins, Date
Title: CEO

CAMINAR-LAS VEGAS, a Nevada non-profit corporation

Chas C. Huggins 5/5/2011

Name: Charles C. Huggins, Date
Title: CEO

AID FOR AIDS OF NEVADA, INC.

5/24/11

Name: Jennifer Morss Date
Title: Executive Director

AFAN HOUSING L.L.C.

By: Aid for Aids of Nevada, Inc.
Managing Member

5/24/11

Name: Jennifer Morss Date
Title: Executive Director

ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY

($31,405 CDBG Funds)

THIS ASSIGNMENT OF RIGHTS, DELEGATION OF DUTIES AND RELEASE FROM FURTHER LIABILITY (this "Assignment") is made and entered into this 2nd day of March, 2011, by and among Caminar ("Caminar/Cal"), a California corporation registered to do business in Nevada, with offices at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Caminar-Las Vegas, a Nevada non-profit corporation, with offices formerly at 3233 West Charleston Boulevard, Suite 110, Las Vegas, Nevada, 89102 and whose current offices are located at 3 Waters Park Drive, Suite 200, San Mateo, California 94403, Aid for Aids of Nevada, Inc. ("AFAN INC"), a Nevada non-profit corporation, and AFAN Housing L.L.C ("AFAN LLC"), a Nevada limited liability company, whose sole and managing member is AFAN INC, both AFAN INC and AFAN LLC have offices at 701 Shadow Lane, Suite 170, Las Vegas, Nevada 89106, with the consent of the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices at 400 Stewart Avenue, Las Vegas, Nevada, 89101. AFAN INC and AFAN LLC are collectively referred to herein as "AFAN".

RECITALS

WHEREAS, the parties hereto recognize and acknowledged that different names have been used in documents executed by the owner of the Property (legally described below) and the recipient of funding from the City, including Caminar/Cal, Caminar-Las Vegas, Caminar/CLC, and Caminar, which parties are collectively referred to herein as "Caminar", and the intent of the parties hereto is that the provisions of this Assignment apply to all of the program or funding document entered into by aforementioned entities and referenced names; and

WHEREAS, Caminar and the City entered into that certain Community Block Grant Agreement dated July 1, 2003 (the "CDBG Agreement"), whereby the City agreed to provide a grant of funds under the Community Block Grant Program in the amount of Thirty-One Thousand Four Hundred Five Dollars ($31,405) (the "CDBG Funds") to Caminar for that project commonly known and referred to as the "Windows and Doors Rehabilitation-Pedregal House Project", a rehabilitation project to the improvements located on the real property owned by Caminar-Las Vegas, which property is legally described on Exhibit A attached hereto (the "Property); and

WHEREAS, as security for performance of its obligations under the CDBG Agreement, including the obligation to repay the CDBG Funds if the Property is not used to meet one of the national objectives set forth in 24 CFR 570.208, Caminar executed that certain Short Form Deed of Trust dated July 10, 2003 (the "CDBG Deed of Trust"), which document was recorded on August 15, 2003 as Instrument Number 20030815-01444 in the public records of the Clark County Recorder's Office: and

WHEREAS, Caminar-Las Vegas is currently involved in the sale of the Property to AFAN pursuant to that certain Purchase and Sale Agreement dated January 11, 2011, as amended by that certain First Amendment to the Purchase and Sale Agreement dated February 26, 2011(collectively the "Purchase Agreement"), and the conveyance of title as contemplated therein and to be accomplished thereby will be subject to the lien created by the CDBG Deed of Trust; and

WHEREAS, pursuant to the requirements of the Purchase Agreement, Caminar has agreed to assign all of its rights and delegate all of its duties to be performed for the benefit of the City under the CDBG Agreement to AFAN: and

WHEREAS, in consideration for such assignment of rights from Caminar, AFAN has agreed to assume all of the obligations required to be performed by Caminar under the CDBG Agreement; and

WHEREAS, in consideration of AFAN assuming the delegation of duties under the CDBG Agreement, the City has agreed to consent to sale of the Property and to release Caminar from any further liability for performance thereunder.

WHEREAS, Caminar-Las Vegas is a wholly owned and controlled subsidiary of Caminar/Cal, and to the extent that Caminar/Cal and Caminar-Las Vegas have any interest in the CDBG Agreement, Caminar/Cal and Caminar-Las Vegas are each made a party and signatory to this Assignment.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

1. Assignment, Delegation and Assumption. Caminar, collectively and individually, hereby assigns all of its rights, and delegates all of its duties, under the CDBG Agreement to AFAN. In consideration of the assignment of rights by Caminar, AFAN hereby agrees to assume all of the duties and obligations of Caminar to be performed for the benefit of the City under the CDBG Agreement.

2. Amendment. Section II of the CDBG Agreement is hereby amended to add the following provision as subsection M thereto to read as follows:

> M. Notices. All notices required or permitted pursuant to this Agreement shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery, with signed receipt; (ii) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; or (iii) three (3) business days after the date of deposit with the United States Postal Service, postage prepaid, return receipt requested, addressed as follows:
>
> If to AFAN: Jennifer Morss, Executive Director
> Aid for Aids of Nevada Housing, Inc. and
> AFAN Housing L.L.C
> 701 Shadow Lane, Suite 170
> Las Vegas, Nevada 89106

Fax No. 702-366-1609

If to City: Director of the Economic and Urban Development Department
City of Las Vegas
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax No. 702-598-3938

3. Consent and Release. By execution of this Assignment as provided below, the City hereby consents to the assignment of rights and the delegation of duties set forth in Sections 1 and 2 above, and hereby agrees to release Caminar from any further liability for performance under the CDBG Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date and year first set forth above.

CITY OF LAS VEGAS

6/6/11
~~Elizabeth N. Fretwell,~~ Date
~~City Manager~~
Oscar B. Goodman, Mayor

ATTEST:

6/6/11
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-9-11
Robert S. Sylvain, Date
Deputy City Attorney

CAMINAR-LAS VEGAS, a Nevada non-profit corporation

5/5/2011
Name: Charles C. Huggins, Date
Title: CEO

CAMINAR, a California non-profit corporation ("Caminar/Cal")

5/5/2011
Name: Charles C. Huggins, Date
Title: CEO

AID FOR AIDS OF NEVADA, INC.

5/24/11
Name: Jennifer Morss Date
Title: Executive Director

AFAN HOUSING', L.L.C

By: Aids for Aids of Nevada, Inc.
Managing Member

5/24/11
Name: Jennifer Morss Date
Title: Executive Director