RESOLUTION TO GRANT HOME INVESTMENT PARTNERSHIPS ("HOME") AND/OR LOW INCOME HOUSING TRUST FUND ("LIHTF") PROGRAM FUNDS TO SILVER STATE HOUSING FOR THE DEVELOPMENT OF SANTA BARBARA PALMS SENIOR APARTMENTS

WHEREAS, Clark County, Nevada, hereinafter called "the County", has entered into a Grant Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", for participation in the Home Investment Partnerships Program, hereinafter referred to as the "HOME Program" under 24 CFR Part 92 as amended (CFDA 14.239); and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program, is responsible for the planning, administration, implementation, and evaluation of the program; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program and Low-Income Housing Trust Fund (LIHTF) monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada hereinafter referred to as "NHD" (for the purpose of this Resolution references to the HOME Program shall include the LIHTF Program if applicable); and

WHEREAS, Silver State Housing, hereinafter referred to as "Subrecipient", is a private Nevada nonprofit organization; and

WHEREAS, Subrecipient is a nonprofit organization created for religious, charitable or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, Subrecipient will be carrying out a HOME-eligible activity by constructing a 71 two-bedroom unit senior affordable rental housing complex, including (10) rent and income restricted units reserved for low-income households certified eligible as HOME/LIHTF Program recipients; and

WHEREAS, Subrecipient will be a co-member of Santa Barbara Palms LLC, the General Partner of a single-purpose, Nevada limited partnership, Santa Barbara Palms Limited Partnership, established to own and operate the senior housing complex; and

WHEREAS, the County desires to assist Subrecipient by providing HOME Program and/or LIHTF funds to assist with the development of the property (herein called the "Property" or "Project") as specified in Exhibit "A" of this document; and

WHEREAS, pursuant to NRS 244.189, the Board of County Commissioners may exercise such powers not in conflict with the provisions of NRS or other laws or regulations of this state, as the board determines are necessary and proper for the development of affordable housing; and

WHEREAS, pursuant to NRS 244.1505, the Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County or grant money to a private, non-profit organization to be expended for the selected purpose; and
WHEREAS, the Clark County Board of Commissioners hereby determines that the Project shall provide a substantial benefit to the inhabitants of the County and is necessary and proper for the development of affordable housing.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clark County, Nevada, that funds be granted to Subrecipient for the Project subject to the following conditions and limitations:

I. Scope of Services

A. Subject to the actual receipt of HOME and/or LIHTF funds, the County will provide ONE MILLION FIVE HUNDRED THOUSAND AND ZERO CENTS ($1,500,000) to Subrecipient in HOME Program and/or LIHTF funds (hereinafter the “Funds”) to assist with the new construction of seventy one (71) units of affordable rental housing specifically designated for seniors, hereinafter referred to as the "Project", as described in Exhibit "A", attached hereto and incorporated herein as if fully set forth. The Project will be located at E. Tropicana Ave and Santa Barbara Street, Clark County, Nevada. The Funds will be used to assist ten (10) of the project’s units, designating them as floating HOME-assisted and/or LIHTF assisted for a minimum period of twenty (20) years, hereinafter referred to as “Period of Affordability”.

During the Period of Affordability, Subrecipient will maintain the Property as rental housing and will rent or hold available for rental each unit on a continuous basis in order to meet the occupancy requirements of this Resolution. During the Period of Affordability, Subrecipient agrees that any common areas, including, without limitation, any laundry or community facilities on the Property shall be for the exclusive use of the tenants and their guests and shall not be available for use by the general public.

B. The construction of the Project is to be completed twenty-four months following the execution of this Resolution, unless otherwise specified, in writing, by the County. A six month extension of deadline may be authorized by Clark County’s CRMD Manager if additional time is necessary to complete the Project and the extension of time will not jeopardize any other activity, project or funding source of the County.

C. Subrecipient agrees that any project costs, unless and until otherwise specified in writing by the Clark County Board of County Commissioners, exceeding the $1,500,000 in HOME Program or other funds provided by the County pursuant to this Resolution will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project, unless otherwise agreed to by the County.

D. Notwithstanding any provision of this Resolution, the Subrecipient hereto agrees and acknowledges that this Resolution does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The Subrecipient further agrees that the
provision of any funds to the Project is conditioned on the County’s determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review. Violation of this provision may result in the denial of any funds under this Resolution. Upon receipt from HUD of authority to use the Funds, CRMD Manager, or his designee, will provide Subrecipient with a written Notice to Proceed.

E. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Resolution and approved by both parties. Any such changes must not jeopardize HOME Program funding.

II. County General Conditions

A. Subrecipient has requested the financial support of the County that is provided for in this Resolution in order to enable Subrecipient to help provide affordable housing services. The County shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Subrecipient shall be an independent contractor only.

B. Subrecipient shall obtain any and all federal, state, and local permits and licenses required to execute the Project as described in this Resolution's Exhibit “A”. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Subrecipient will provide the CRMD Manager with client usage records on a semi-annual basis during the period of this Resolution. Sample reports are included herein as Exhibit "B". The County may request, in which case Subrecipient shall provide, additional records containing, but not limited to, the following data:

1. Total clients served;

2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;

3. Number of clients who report a Hispanic ethnicity;

4. Number and percentage of Low and Moderate Income clients as defined by HUD HOME Program - Income Guidelines (Exhibit "C");

5. Number of handicapped clients served;

6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Number of renter households served, and rent charged;
9. Number of owner households served; and
10. Monthly rent paid by each household served.

D. Subrecipient acknowledges that the development will include a total of ten (10) HOME and/or LIHTF units to be funded through this Resolution and designated as County units. All ten (10) units shall target households at 50% area median income adjusted for family size and below. Subrecipient agrees that the County unit rents will not exceed the Low HOME Rent limits established by HUD annually for the HOME program (Exhibit "C"). When tenants receive additional rental subsidy through assistance programs, such as HUD’s Section 202 or Section 811, the rents of a County unit may be raised to the rental assistance program limit only if three HOME requirements are met: 1) the tenant is paying no more than 30 percent of their adjusted income; 2) the subsidy is project-based (affects the entire project, not just a single unit); and 3) the tenant’s income is less than 50 percent of the area median income. If the subsidy is tenant-based (not project-based), the total HOME rent is the maximum amount from all sources that the Subrecipient may receive for County units. All tenants in the County units shall have leases with Subrecipient, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Subrecipient and the tenant(s).

The determination of whether the annual income of a family or individual occupying or seeking to occupy a County unit complies with the requirements for Low Income Families shall be made by Subrecipient prior to admission of such family or individual to occupancy in a County unit (or to designation of a unit occupied by such family or individual as a County unit). Thereafter, such determinations shall be made by Subrecipient at least annually.

If the Annual Income of a tenant which previously was classified as Low Income Families shall be determined upon reexamination to exceed the applicable income limit for Low Income Families, but does not exceed 80% of Area Median Income (the applicable income limit for Low Income Families), the County unit shall continue to be counted as occupied by a HOME eligible tenant during such family's or individual's continuing occupancy of such unit, and the Subrecipient shall not be considered out of compliance with the occupancy requirements of this Resolution, provided Subrecipient shall hold the next available County unit available for occupancy by Low Income Families.

If the Annual Income of a tenant which previously was classified as Low Income Families shall be determined upon reexamination to exceed 80% of Area Median Income (the applicable income limit for Low Income Families), the County unit occupied by such family or individual shall continue to be counted as occupied by a HOME eligible tenant during such family's or individual's continuing occupancy of such unit and the Subrecipient shall not be considered out of compliance with the occupancy requirements of this Resolution, provided:
1. Such family or individual pays as rent thirty percent (30%) of such family's or individual's Monthly Adjusted Income, as recertified; and

2. Subrecipient shall hold the next available unit available for occupancy by Very Low Income Families.

E. Subrecipient agrees that the County units in the Project will be subject to the affordability requirements of 24 CFR 92.252 for a period of twenty (20) years (Period of Affordability), commencing with "Project Completion" (Project Completion occurs when the project is closed in HUD's Integrated Disbursement & Information System (IDIS)). The affordability requirements apply without regard to the term of any loan, or mortgage or the transfer of ownership. The affordability requirements per this Resolution to grant HOME and/or LIHTF will run concurrent to all other affordability requirements that the project may be required to comply with.

F. If the County units, or any portion thereof, are converted to non-qualified HOME/LIHTF activities, including if the County units, or any portion thereof, are subleased, or through foreclosure or other circumstances Subrecipient loses legal possession of the property, the amount of HOME and/or LIHTF funds received from the County is subject to recapture.

G. A sale, transfer, or other conveyance of the assisted property after the Period of Affordability is subject to the requirement that the amount of HOME and/or LIHTF funds received from the County invested in the property be recaptured by the County's Community Resources Management Division to be reinvested in other affordable housing units (i.e. permanent recapture).

H. The County shall require reasonable assurances of security for such repayments. A sample All-Inclusive Deed of Trust and Assignment of Rents (Exhibit "D"), a Promissory Note (Exhibit "E") and an Assignment of All-Inclusive Deed of Trust and Assignment of Rents (Exhibit "F"), are attached to this document, and which Subrecipient shall execute as part of this Resolution.

I. Subrecipient acknowledges that the Property will be encumbered by one or more deeds of trust created by the Subrecipient, or its assignee Santa Barbara Palms Limited Partnership, to provide additional financing for the Project which will be recorded in the Official Records of Clark County, Nevada. The County acknowledges and agrees that its All-Inclusive Deed of Trust and Assignment of Rents will be subject and subordinate to any such liens required for the construction and permanent financing of the Project. The County agrees, from time to time upon the reasonable request and at the expense of Subrecipient, to execute such further agreements of subordination as the construction and financing lenders shall require. Other than the recorded deed(s) of trust described above, Subrecipient shall not allow Property to be attached in any manner, including any liens or other encumbrances during the Period of Affordability, without the prior written consent of the County.

J. Subrecipient may not assign or delegate any of its rights, interests or duties under this Resolution, except as specified herein, without the written consent of the County. Any such
assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

K. Subrecipient or assignee shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project. The County must be named as an additional insured in all policies of insurance obtained pursuant to this Resolution. The County must be furnished evidence that the foregoing insurance coverages are in effect within ten days after the real estate closing for this Property, and Subrecipient will notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective.

L. Subrecipient shall allow duly authorized representatives of the County to conduct such occasional reviews, audits and on-site monitoring of the Project as the County deems to be appropriate in order to determine:

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

2. Whether the Project is being conducted in an efficient and effective manner pursuant to HOME Program requirements;

3. Whether management control systems and internal procedures have been established to meet the objectives of the Project;

4. Whether the financial operations of the Project are being conducted all in accordance with HOME Program requirements;

5. Whether the periodic reports to the County contain accurate and reliable information; and

6. Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Resolution.

Visits by the County to the Project shall be announced to Subrecipient at least 48 hours in advance of those visits and shall occur during normal operating hours ("Visits"). The representatives of the County may request, and, if such a request is made, shall be granted, subject to applicable laws relating to confidentiality of records, access to all of the records of Subrecipient at a Las Vegas location which relate to the Project. The representatives of the County may, on occasion, interview recipients of the housing services of the Project who consent to be interviewed.

M. At the time of any Visits by the County, Subrecipient's records with respect to the Project shall be, subject to applicable laws relating to confidentiality of records made available for audit, examination and review by the County, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

N. Subrecipient will protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever
nature including but not limited to claims for contribution 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 Resolution. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense or handling of said suits, demands, judgments, liens and claims and all reasonable attorneys' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution, but not including costs relative to routine Visits. In the event that the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Subrecipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Subrecipient.

O. Subrecipient will not use any funds or resources that are supplied by the County in litigation against any person, natural or otherwise, or in its own defense in any such litigation. Subrecipient agrees to notify the County of any legal action that is filed by or against the Project.

P. This Resolution will commence upon its approval and signature by all parties, and the Funds allocated by it will be expended in accordance with Section I (A) of this Resolution.

Q. In the event that Subrecipient and/or the County anticipate the total amount of funds allocated for this Resolution will not be expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects/programs operated under the County's HOME Program.

R. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

S. Subrecipient agrees that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

T. Subrecipient agrees that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a private financial interest.

U. Subrecipient agrees that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

V. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any County ordinance or State or Federal statute.
W. Subrecipient shall be bound by all County ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME and/or LIHTF Program or are required by HUD, the County, or any combination thereof pursuant to the HOME Program.

X. To the extent permitted by law, Subrecipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives to the extent such laws and directives apply:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code;

2. The National Environmental Policy Act of 1969 as set forth in P.L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58;

3. Title VIII of the Civil Rights Act of 1968, P.L. 90-284;

4. Section 109 of the Housing and Community Development Act of 1974;

5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2;

6. The Fair Housing Act, as amended;

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135;

8. Executive Order 11063, as amended;

9. The Age Discrimination Act of 1975;

10. Section 504 of the Rehabilitation Act of 1973;

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto;

13. Section 202(a) of the Flood Disaster Protection Act of 1973;

14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35;

15. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law;

16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act;


18. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits Subrecipient 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 Subrecipient, 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;

19. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

   a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

   b. not discriminate against any person applying for such
public services on the basis of religion and not limit such services or give preference to persons on the basis of religion;

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services; and


21. Debarment and Suspension (Executive Orders 12549 and 12689) which states that no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O.12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

B. No officer, employee or agent of the County shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the 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.

D. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program grants, except that Subrecipient will not assume the County's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

F. Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

G. Subrecipient shall maintain records in accordance with 24 CFR 92.508.
H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts to the greatest extent possible.

I. Program income and proceeds, as described in HUD Directive CPD 97-9, shall be returned to the County unless the County authorizes in writing that all or a specific portion thereof of such program income or proceeds will be retained by Subrecipient, except as provided in Exhibit “A” attached hereto.

J. Any material breach of the terms of this section shall result in forfeiture of all Funds received by Subrecipient pursuant to this Resolution, or any part thereof as determined by the County.

K. Upon the expiration or revocation of this Resolution, Subrecipient shall transfer to the County any of the Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of the Funds.

L. Subrecipient agrees to maintain the Project in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements for the duration of this Resolution; and furthermore, Subrecipient agrees to have the property inspected annually by a qualified housing inspector to ensure such compliance.

M. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program) and as described in the Clark County FY 2010 HOME/LIHTF Application.

N. In conjunction with the Project, Subrecipient agrees to minimize displacement or dislocation of current tenants by referring eligible displaced tenants to the Southern Nevada Regional Housing Authority for tenant-based assistance, and by assisting with their relocation per 24 CFR 92.353.

O. Should tenants be displaced as a result of acquisition or rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

IV. Financial Management

A. Subrecipient agrees to comply with the applicable requirements of 2 CFR 230 "Cost Principles for Non-Profit Organizations" (republished existing OMB Circular A-122) and 2 CFR 215 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (formerly OMB Circular A-110).

B. Annually, during the Period of Affordability, Subrecipient shall deliver to the Clark County Community Resources Management Division a copy of the complete audit report. This
audit has to comply with OMB A-133 Auditing Rules. 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 aggregate, 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 submitted to the County. The funds expended may be from one or multiple federal sources.

C. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the County.

D. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon reasonable request to the County.

E. Subrecipient agrees that disbursement under this Resolution will be made only when the total amount of eligible reimbursable expenses exceeds $1,000, excepting for the final request for payment under this Resolution. If Subrecipient requests payment in an amount less than the minimum established, payment will be made when the cumulative amount of all eligible reimbursable expenses exceeds $1,000.

F. Subrecipient agrees that it may not request disbursement of the Funds until they are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. 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 the Subrecipient’s bank’s website, or bank statements in addition to copies of the paid bill, invoice or receipt.

G. At the discretion of the County, an amount not to exceed the lesser of ten percent (10%) or $10,000 of the Funds will be retained until the project is completed and the Subrecipient submits the following:

1. Documentation showing that the assisted units meet the Housing Quality Standards, or, if new construction, that the Project has received an occupancy certificate;

2. A certified statement of Final Development Costs which, at a minimum, reports all development costs and expenditures for all federal funds, and the disposition of all of the HOME funds (from any source);

3. For projects involving new construction or rehabilitation, a completed form HUD-2516 “Contract and Subcontract Activity”;

4. A completed form HUD-40097 “Rental Housing Completion Project
5. Evidence of recording of the fully executed documents required herein securing Clark County's interest in the property; and

6. Evidence that Subrecipient has provided Management Agent with a copy of the HOME Program regulations and the specific HOME and/or LIHTF compliance requirements for the Project.

7. Current Single Audit Report or Certification of Annual Federal Expenditures;

8. Copy of appraisal; and


V. Modification or Revocation of Resolution.

A. The County and the Subrecipient will amend or otherwise revise this Resolution should such modification be required by HUD, NHD, or any applicable Federal or State of Nevada statutes or regulations. Subrecipient and the County will be bound by any such amendments or revisions.

B. In the event that any of the Funds for any reason are terminated or withheld from the County or otherwise not forthcoming, the County may revoke this Resolution.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Resolution, the County may suspend or terminate this Resolution in accordance with 24 CFR 85.44.
PASSED, ADOPTED and APPROVED this 15th day of March, 2011.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By __________________________
SUSAN BRAGER, CHAIR

ATTEST:

DIANA ALBA, COUNTY CLERK

APPROVED AS TO FORM ONLY:

DAVID ROGER
DISTRICT ATTORNEY

By: __________________________
STEVEN SWEIKERT, Deputy District Attorney
ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Lori Muehlhausen, Executive Director of Silver State Housing, a Nevada non-profit
corporation, on behalf of that corporation do hereby accept the grant made and the conditions
imposed upon that grant contained in the Resolution to Grant HOME Investment Partnerships
("HOME") and/or Low Income Housing Trust Fund ("LIHTF") Funds to Silver State Housing, for
the Santa Barbara Palms senior apartments project adopted by the Board of County Commissioners
of Clark County, Nevada on the 15th day of March, 2011, a copy of which is attached hereto and
incorporated herein.

EXECUTED this 24th day of February 2011.

SILVER STATE HOUSING.

BY

Lori Muehlhausen, Executive Director

STATE OF NEVADA)

) SS:

COUNTY OF CLARK)

This instrument was acknowledged before me on February 24 2011,
by Lori Muehlhausen as Executive Director, Silver State Housing.

MARCI JO EDWARDS
Notary Public State of Nevada
No. 93-4813-1
My appt. exp. Sept. 10, 2013

(547) 4813-1

(547) 4813-1

MARCI JO EDWARDS
Notary Public
(My commission expires: 09-10-2013)
EXHIBIT A
Description of Project

The project will be for the new construction of Santa Barbara Palms, a 71-unit senior affordable rental housing complex located at E. Tropicana Ave. and Santa Barbara Street, Clark County, Nevada. Subrecipieint will convert all of the parcels of land that constitute the Project into a single legal parcel, and then record a final map that creates a legal parcel on which the Project will be constructed and provide the County proof of this recordation.

Silver State Housing ("Subrecipieint") will be co-developing the property in its capacity as a partner in Santa Barbara Palms LLC, the General Partner of a single-purpose, Nevada limited partnership, established to develop, own and operate the senior housing development. The Project will be operated as affordable housing for a minimum period of twenty (20) years.

The Funds provided by the County to Silver State Housing will be loaned to the partnership and secured by a Promissory Note and All-Inclusive Deed of Trust and Assignment of Rents. The holder of the aforementioned Promissory Note and Beneficiary of the aforementioned Deed of Trust shall execute the Assignment of Promissory Note and All Inclusive Deed of Trust and Assignment of Rents Securing HOME Funds. The Funds provided to Silver State Housing shall be used solely to finance HOME and/or LIHTF eligible project costs as specified in 24 CFR Part 92 and as further enumerated in the project budget attached as Exhibit A-1 and Exhibit A-2 provides a schedule for project development and completion.

The Project, which is estimated to have development costs of $16,410,227, will be financed principally through the Low Income Housing Tax Credit Program administered by the State of Nevada Housing Division, the sale of tax credits will generate $12,553,745. Other sources of funding will include a private mortgage of $1,838,525 and a Subrecipieint note of $517,958. Clark County will provide $1,500,000 in HOME/LIHTF funds as gap financing.

Of the 71 units, a minimum of 10 units funded through this resolution must be designated as County units. All of the County units will be designated as Low HOME Rent units. All 10** units will be income targeted to households at or below 50% of the Area Median Income as annually designated by HUD. The County units will be considered “floating” units and may change over time so long as the assisted units remain comparable to the non-assisted units over the affordability period in terms of size and features.

** For monitoring purposes 5 units will be LIHTF units and 5 will be considered HOME units.

Clark County will provide $1,500,000 from the following source:

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<th>Program Year</th>
<th>Amount</th>
<th>Source of Funds</th>
<th>Units</th>
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<td>LIHTF</td>
<td>5</td>
</tr>
<tr>
<td>2010</td>
<td>$760,000</td>
<td>HOME*</td>
<td>5</td>
</tr>
</tbody>
</table>

* HOME funds provided to this project will only pay for “Soft Costs” in accordance with 24 CFR 92.206(d).

A sale, transfer, or other conveyance of the assisted property before or after the Period of Affordability is subject to the requirement that the amount of HOME and/or LIHTF funds received from the County invested in the property be recaptured by the County's Community Resources Management Division to be reinvested in other affordable housing units (i.e. permanent recapture). Other proceeds, in accordance with 24 CFR 92.300(a)(2), generated from Silver State Housing's investment of the Funds into the Project may be used by Silver State Housing for other affordable housing activities so long as Silver State Housing will maintain a record of all such income and an accounting of the future disposition of these funds and will provide this information to the County annually for the duration of the period of affordability or until all of the funds are earned and used, whichever occurs first.

The Project will be operated as affordable housing for a minimum period of twenty (20) years. In addition to the affordability requirements related to the Funds that are intended as real covenants running with the land and binding on all successors, heirs, and assigns which shall be recorded in the real property records of Clark County, long-term affordability will be governed by a regulatory agreement with the State of Nevada Housing Division for the Low Income Housing Tax Credits.
## Project Budget
Santa Barbara Palms Senior Apartments

<table>
<thead>
<tr>
<th>USES</th>
<th>Total Projected Cost</th>
<th>County HOME/LIHTF</th>
<th>Other</th>
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<tbody>
<tr>
<td>Land Acquisition</td>
<td>1,065,000</td>
<td>540,000</td>
<td>525,000</td>
</tr>
<tr>
<td>Off Site Work</td>
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<td>0</td>
<td>0</td>
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<tr>
<td>On Site Work</td>
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<td>2,199,000</td>
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<tr>
<td>Senior Center</td>
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<tr>
<td>General Requirements</td>
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<td>0</td>
<td>359,982</td>
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<tr>
<td>Buildings</td>
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<td>6,823,100</td>
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<tr>
<td>F, F, &amp; E</td>
<td>150,000</td>
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<td>150,000</td>
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<td>Contractor Fee</td>
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<td>0</td>
<td>541,326</td>
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<tr>
<td>Contingency</td>
<td>550,000</td>
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<td>550,000</td>
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<tr>
<td>Architect &amp; Engineering</td>
<td>390,000</td>
<td>200,000</td>
<td>190,000</td>
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<tr>
<td>Permits &amp; Fees</td>
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<td>255,000</td>
<td>327,200</td>
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<td>Construction Loan Expense</td>
<td>55,000</td>
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<td>0</td>
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<td>Construction Paid Interest</td>
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<td>150,000</td>
<td>800,000</td>
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<td>38,500</td>
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<td>Construction Period Insurance</td>
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<td>Real Estate Taxes</td>
<td>42,600</td>
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<td>42,600</td>
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<td>Third Party Reports</td>
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<td>69,950</td>
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<td>Tax Credit Fees</td>
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<td>56,663</td>
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<td>Marketing / Lease-Up</td>
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<td>100,000</td>
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<tr>
<td>Title &amp; Recording Costs</td>
<td>30,000</td>
<td>5,000</td>
<td>25,000</td>
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<tr>
<td>Accounting Fees / Cost Cert</td>
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<td>5,000</td>
<td>70,000</td>
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<td>Legal Fees</td>
<td>75,000</td>
<td>15,000</td>
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<tr>
<td>Soft Cost Contingency</td>
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<td>Project Reserves</td>
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<td><strong>TOTAL PROJECT COSTS</strong></td>
<td><strong>$16,410,227</strong></td>
<td><strong>$1,500,000</strong></td>
<td><strong>$14,910,227</strong></td>
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### Santa Barbara Palms Senior Apartments

#### Development & Completion Schedule

<table>
<thead>
<tr>
<th>Estimated Date</th>
<th>Milestone</th>
</tr>
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<tbody>
<tr>
<td>March 16, 2011</td>
<td>Pre-Bid Meeting / Bid Opening</td>
</tr>
<tr>
<td>TBD</td>
<td>Bid Award</td>
</tr>
<tr>
<td>March 28, 2011</td>
<td>Notice to Proceed</td>
</tr>
<tr>
<td>April 4, 2011</td>
<td>Start Construction</td>
</tr>
<tr>
<td>May 2012</td>
<td>Pre-Leasing</td>
</tr>
<tr>
<td>July 2012</td>
<td><strong>Construction Complete</strong></td>
</tr>
<tr>
<td>September 2012</td>
<td>Final Cost Certification</td>
</tr>
<tr>
<td>December 2012</td>
<td>100% occupied and issuance of 8609's</td>
</tr>
<tr>
<td></td>
<td>from Nevada Housing Division</td>
</tr>
</tbody>
</table>
Clark County Finance Department  
Community Resources Management Division  
500 S. Grand Central Parkway  
P.O. Box 551212  
Las Vegas, NV 89155-1212  
Tel: 702-455-5025 Fax: 702-455-5038  
Email: mjp@co.clark.nv.us

**HOME Program Housing Beneficiary Report**

<table>
<thead>
<tr>
<th>Project Owner:</th>
<th>Project Name:</th>
<th>Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>UNIT NO.</th>
<th>NO. OF BEDROOMS</th>
<th>IS UNIT OCCUPIED?</th>
<th>MONTHLY RENT</th>
<th>INCOME DATA</th>
<th>RACE</th>
<th>ETHNICITY</th>
<th>SIZE OF HOUSEHOLD</th>
<th>HEAD OF HOUSEHOLD</th>
<th>RENTAL ASSISTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-SRO</td>
<td>1-BEDRM</td>
<td>1-OWNER</td>
<td>RENTS PAID BY TENANT</td>
<td>SUBSIDY AMOUNT</td>
<td>TOTAL RENT</td>
<td>MONTHLY GROSS INCOME</td>
<td>% OF AREA MEDIAN</td>
<td>ENTER CODES AS INDICATED BELOW</td>
<td>HISPANIC OR LATINO, OR LEAVE BLANK</td>
</tr>
<tr>
<td>1-TENANT</td>
<td>2-2 BDRMS</td>
<td>3-VACANT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 - 0-20%</td>
<td>2 - 20-50%</td>
<td>3 - 50-60%</td>
</tr>
<tr>
<td>3-3 BDRMS</td>
<td>4-4 BDRMS</td>
<td>5-5 OR MORE BDRMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RACE CODES:** 11 - WHITE; 12 - BLACK/AFRICAN AMERICAN; 13 - ASIAN; 14 - AMERICAN INDIAN/ALASKA NATIVE; 15 - NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER; 16 - AMERICAN INDIAN/ALASKA NATIVE & WHITE; 17 - ASIAN & WHITE; 18 - BLACK/AFRICAN AMERICAN & WHITE; 19 - AMERICAN INDIAN/ALASKA NATIVE & BLACK/AFRICAN AMERICAN; 20 - BALANCE OF INDIVIDUALS REPORTING MORE THAN ONE RACE.

**Clients with Hispanic or Latino Ethnic Background - Enter "H" in Column Indicated.** **DO NOT CHOOSE HISPANIC OR LATINO AS A RACE.**
<table>
<thead>
<tr>
<th>UNIT NO.</th>
<th>NO. OF BEDROOMS</th>
<th>IS UNIT OCCUPIED</th>
<th>MONTHLY RENT</th>
<th>INCOME DATA</th>
<th>RACE</th>
<th>ETHNICITY</th>
<th>SIZE OF HOUSEHOLD</th>
<th>HEAD OF HOUSEHOLD</th>
<th>RENTAL ASSISTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-SRO</td>
<td>1-1BDRM</td>
<td>1-TENANT</td>
<td>RENTS PAID BY TENANT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-2BDMS</td>
<td>2-2 BDMS</td>
<td>2-OWNER</td>
<td>SUBSIDY AMOUNT</td>
<td>TOTAL RENT</td>
<td>MONTHLY GROSS INCOME</td>
<td>% OF AREA MEDIAN</td>
<td>Enter codes as indicated below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-3 BDMS</td>
<td>4-4 BDMS</td>
<td>3-VACANT</td>
<td></td>
<td></td>
<td>1 - 0-30%</td>
<td>2 - 30-60%</td>
<td>3 - 50-80%</td>
<td>4 - 60-80%</td>
<td></td>
</tr>
<tr>
<td>4-5 OR MORE BDMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1-1 PERSON</td>
<td>2-2 PERSONS</td>
<td>3-3 PERSONS</td>
<td>4-4 PERSONS</td>
<td>5-5 PERSONS</td>
</tr>
</tbody>
</table>

**RACE CODES:** 11 - WHITE; 12 - BLACK/AFRICAN AMERICAN; 13 - ASIAN; 14 - AMERICAN INDIAN/ ALASKA NATIVE; 15 - NATIVE HAWAIIAN/ OTHER PACIFIC ISLANDER; 16 - AMERICAN INDIAN/ ALASKA NATIVE & WHITE; 17 - ASIAN & WHITE; 18 - BLACK/AFRICAN AMERICAN & WHITE; 19 - AMERICAN INDIAN/ ALASKA NATIVE & BLACK/AFRICAN AMERICAN; 20 - BALANCE OF INDIVIDUALS REPORTING MORE THAN ONE RACE.

**CLIENTS WITH HISPANIC OR LATINO ETHNIC BACKGROUND** – ENTER "H" IN COLUMN INDICATED. **DO NOT CHOOSE HISPANIC OR LATINO AS A RACE.**
EXHIBIT C

INCOME ELIGIBILITY AND RENT LIMITS FOR THE HOME PROGRAM
<table>
<thead>
<tr>
<th>FAMILY SIZE</th>
<th>POVERTY</th>
<th>INCOME NOT TO EXCEED</th>
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<tbody>
<tr>
<td>1</td>
<td>30%</td>
<td>$13,800</td>
</tr>
<tr>
<td></td>
<td>50%</td>
<td>$23,000 (Very Low-Income)</td>
</tr>
<tr>
<td></td>
<td>60%</td>
<td>$27,600</td>
</tr>
<tr>
<td></td>
<td>80%</td>
<td>$36,800 (Low-Income)</td>
</tr>
<tr>
<td>2</td>
<td>30%</td>
<td>$15,800</td>
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<tr>
<td></td>
<td>50%</td>
<td>$26,300 (Very Low-Income)</td>
</tr>
<tr>
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<td>60%</td>
<td>$31,560</td>
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<td>$42,050 (Low-Income)</td>
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<tr>
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<td>30%</td>
<td>$17,750</td>
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<tr>
<td></td>
<td>50%</td>
<td>$29,600 (Very Low-Income)</td>
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<tr>
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<td>4</td>
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<td>50%</td>
<td>$32,850 (Very Low-Income)</td>
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<td>60%</td>
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<td>80%</td>
<td>$52,550 (Low-Income)</td>
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<td>5</td>
<td>30%</td>
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<td>50%</td>
<td>$35,500 (Very Low-Income)</td>
</tr>
<tr>
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<td>60%</td>
<td>$42,600</td>
</tr>
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<td>$56,800 (Low-Income)</td>
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### HOME PROGRAM RENT LIMITS

U.S. Department of Housing and Urban Development (HUD)
HOME Program Limits (June 26th, 2010)

<table>
<thead>
<tr>
<th>UNIT SIZE</th>
<th>MAXIMUM RENTS</th>
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<td>HIGH HOME RENT $728</td>
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</tr>
<tr>
<td></td>
<td>FAIR MARKET RENT $767</td>
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<tr>
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<td>50% RENT LIMIT $575</td>
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<td>65% RENT LIMIT $728</td>
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<tr>
<td>1 - Bedroom</td>
<td>LOW HOME RENT $616</td>
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<td></td>
<td>HIGH HOME RENT $781</td>
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<td>FAIR MARKET RENT $904</td>
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<td>50% RENT LIMIT $616</td>
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<td></td>
<td>65% RENT LIMIT $781</td>
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<tr>
<td>2 - Bedroom</td>
<td>LOW HOME RENT $740</td>
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<td>3 - Bedroom</td>
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<td>HIGH HOME RENT $1077</td>
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<td>FAIR MARKET RENT $1778</td>
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<td>50% RENT LIMIT $953</td>
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<td>65% RENT LIMIT $1181</td>
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<tr>
<td>5 - Bedroom</td>
<td>LOW HOME RENT $1051</td>
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<td>HIGH HOME RENT $1285</td>
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<td>FAIR MARKET RENT $2045</td>
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<td>65% RENT LIMIT $1285</td>
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<tr>
<td>6 - Bedroom</td>
<td>LOW HOME RENT $1149</td>
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<td>HIGH HOME RENT $1389</td>
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<td>FAIR MARKET RENT $2311</td>
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<td>50% RENT LIMIT $1149</td>
</tr>
<tr>
<td></td>
<td>65% RENT LIMIT $1389</td>
</tr>
</tbody>
</table>
APN #  
WHEN RECORDED MAIL TO:  
Lori Muehlhausen  
Silver State Housing  
2655 S. Rainbow Road  
Suite 401  
Las Vegas, NV 89146  

ALL-INCLUSIVE  
DEED OF TRUST AND ASSIGNMENT OF RENTS  

This ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS, made as the ___ day of ___________, 2011, between Santa Barbara Palms Limited Partnership, herein called TRUSTOR, whose address is 2655 S. Rainbow Road, Suite 401 Las Vegas, NV 89146, and _____________, a Nevada corporation, herein called TRUSTEE, and SILVER STATE HOUSING herein called BENEFICIARY,  

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the County of Clark, State of Nevada, described on Exhibit 1 attached hereto.  

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.  

For the Purpose of Securing (1) payment of the sum of One Million Five Hundred Thousand Dollars ($1,500,000.00) with interest thereon according to the terms of a Promissory Note of even date herewith (hereinafter “the Secured Note”) made by Trustor, payable to the order of Beneficiary, and extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated by reference or contained herein.  

A. HOME/TRUST FUND CONTRACT:  
1. This is an All-Inclusive Deed of Trust, securing (1) the Secured Note and (2) the obligations of the Beneficiary, including its successors and assigns to Clark County, Nevada under that Resolution To Grant Home Investment Partnerships (“Home”) and/or Low Income Housing Trust Fund (“LIHTF”) program funds to Silver State Housing for the development of Santa Barbara Palms Senior Apartments as may from time to time be amended, hereinafter collectively referred to as the “HOME/Trust Fund Contract.”  

2. The Trustor shall abide by the terms of the HOME/Trust Fund Contract. Trustor agrees to use the Property to construct and rent decent, safe, and sanitary units to a HOME/TRUST FUND Program eligible recipient. Trustor agrees to maintain and operate the above-described property as a drug-free environment. Trustor agrees to maintain the number of “floating” units required
by the provisions of the HOME/Trust Fund Contract within the above described property as Affordable Housing for HOME/TRUST FUND Program eligible recipients for a period of twenty (20) years from the date of commencing with "Project Completion" (Project Completion occurs when the project is closed in HUD's Integrated Disbursement & Information System (IDIS)), unless terminated earlier pursuant to the HOME/TRUST FUND Contract. Trustor agrees to abide by the HOME/TRUST FUND Program rules, specifically 24 CFR 92, NRS 319, NAC 319 and the Trust Funds Administrative Guidelines.

3. Trustor agrees to repay $1,500,000.00 in HOME/TRUST FUND Program funds upon a prohibited sale or transfer of the Property as provided by the HOME/Trust Fund Contract; provided, however, that the foregoing shall only apply to transfers of the Property and not to transfers of membership interest in Trustor.

4. Beneficiary, for itself and its successors and assigns, covenants and agrees that all of its rights and powers under this All Inclusive Deed of Trust are subordinate and subject to:

(1) under that certain dated ____________, 2011 and recorded ____________, 2011 in Book __ as Instrument Number ____________ in the Office of the County Recorder for Clark County, Nevada, the rights of Silver State Housing under that certain securing an indebtedness in the amount of $__________, 2011, in Book __ as Instrument Number ____________ in the Office of the County Recorder for Clark County, Nevada.

Clark County, Nevada requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at Clark County Department of Community Resources Management, 500 S. Grand Central Parkway, 5th Floor, Las Vegas, NV 89106.

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

1. To keep said property in good condition and repair; not to remove or demolish and building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary.

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

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

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

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate provided in the Secured Note.

C. IT IS MUTUALLY AGREED:

1. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money’s received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, subject to the provisions of the Partnership Agreement (as defined in the Secured Note) Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar
arrangement, and (c) no material default then exists under the HOME/Trust Fund Contract. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder.

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

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

5. That upon written request of Beneficiary with the written consent of Clark County, Nevada stating that all sums and obligations secured hereby have been paid, or satisfied, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described as “the person or persons legally entitled thereto.”

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

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

After the lapse of such time as may then be required by law following the recordation of said notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor with the written consent of Clark County, Nevada, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to such purchaser its deed conveying the property so sold, but without covenant or warranty, express or implied. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase as such sale.

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

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

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

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

11. Beneficiary acknowledges that Trustor intends to enter into a Regulatory Agreement (the “Regulatory Agreement”), which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the “Code”). Notwithstanding anything to the contrary contained in this All-Inclusive Deed of Trust or any related document, Beneficiary agrees that the lien created hereunder shall be subordinate in all respects to such Regulatory Agreement. Beneficiary acknowledges and agrees that, in the event of a foreclosure of its interest under the Deed of Trust or delivery by the Partnership of a deed in lieu thereof (collectively, a “Foreclosure”), the following rule contained in Section 42(h)(6)(E)(ii) of the Code shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement, (i) none of the eligible tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause, including but not limited to, the tenants’ ineligibility pursuant to regulations of the HOME Program or Section 42 of the Code), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

D. THE PARTIES FURTHER AGREE:

1. By Silver State Housing’s acceptance of this All-Inclusive Deed of Trust, Silver State Housing agrees that, provided Trustor is not in default on the Secured Note, Silver State Housing shall pay all installments of principal and interest which become due under the terms of the HOME/Trust Fund Contract. Should the Silver State Housing default in any of the installments as to the payment on the HOME/Trust Fund Contract at a time when Trustor is not in default in the performance of the obligations of the Trustor under the Secured Note or this All-Inclusive Deed of Trust, the Trustor may make said payments directly to the holder of such HOME/Trust Fund Contract; any and all payments so made shall be credited to the Secured Note against the next succeeding installments of principal and interest. Nothing contained herein shall be construed to create a third party beneficiary relationship between the Silver State Housing and any other person.

2. Should Trustor be in default under the terms of the Secured Note and if Silver State Housing consequently incurs any penalties, charges, or other expenses on account of the HOME/Trust Fund Contract during the period of such default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Silver State Housing.

If at any time the total of: the unpaid balance of the Secured Note, the accrued interest thereon, all other sums due under the terms thereof and all sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust, is equal to or less than the unpaid principal balance of the HOME/Trust Fund Contract and accrued interest thereon, the Secured Note, at the option of
Beneficiary with the written consent of Clark County, Nevada, shall be canceled and said property shall be reconveyed from the lien of this All-Inclusive Deed of Trust.

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

4. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under the All-Inclusive Deed of Trust securing the Secured Note and the HOME/Trust Fund Contract. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this All-Inclusive Deed of Trust may be not more than the sum of the following amounts: (i) The equity of Beneficiary in the note secured hereby being the difference between the then unpaid balance of principal and interest accrued and unpaid on the secured Note on the date of such foreclosure sale and the then unpaid balance of principal and interest so accrued and unpaid on the HOME/Trust Fund Contract as of the date of such foreclosure sale; plus (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust, to the extent the same where not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with attorneys’ fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the Note secured hereby as permitted by law.

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

6. If a monetary event of default occurs under the terms of any of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give each of the Limited Partners of the Trustor, as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. Trustor and Limited Partners shall have a period of ten (10) days after such notice is received within which to cure the default prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note.
7. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder Beneficiary shall give Trustor and each of the Limited Partners, as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor and/or Limited Partners shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Trustor and/or Limited Partners (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Secured Note.

8. Beneficiary shall give Limited Partner written notice of any default under the Loan Documents, and the cure periods shall commence on the effective date of any such notice, at the following address:

   Investor Limited Partner: NEF Assignment Corporation
   120 S. Riverside Plaza, 15th Floor
   Chicago, IL 60606
   Attention: General Counsel

10. Any cure periods available to the Limited Partners, shall commence upon the date of any such notice to the Limited Partners.

11. Notwithstanding anything to the contrary contained in this All-Inclusive Deed of Trust, the Secured Note, or any related document, the interests of the Limited Partner in Trustor and ownership interests in the Limited Partner shall be transferable without the consent of the Beneficiary or the Trustee.

12. Notwithstanding anything to the contrary contained in this All-Inclusive Deed of Trust, the Secured Note, or any related document, the withdrawal, removal and/or replacement of the General Partner for cause in accordance with the Partnership Agreement, shall require the consent of Beneficiary, which consent shall not be unreasonably delayed or conditioned. Notwithstanding the foregoing, the substitute General Partner shall assume all of the rights and obligations of the removed General Partner under this All-Inclusive Deed of Trust.

13. Notwithstanding the contrary contained herein, this is a recourse All Inclusive Deed of Trust and Assignment of Rents; provided, however no consent of Beneficiary shall be required if the substitute general partner is an affiliate of the Limited Partner.
IN WITNESS WHEREOF, this All-Inclusive Deed of Trust and Assignment of Rents has been duly executed by the Trustor and Beneficiary on the first day hereinbefore written.

TRUSTOR: Santa Barbara Palms Limited Partnership a Nevada limited partnership

By: Santa Barbara Palms, LLC, a Nevada limited liability company
General Partner of Santa Barbara Palms Limited Partnership

By: __________________________
George Gekakis, Manager

STATE OF NEVADA   )
 ) ss
COUNTY OF CLARK   )

On this ______ day of ______, 2011, George Gekakis personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Notary Public __________________________  My commission expires __________________
BENEFICIARY: **Silver State Housing**, a Nevada nonprofit corporation

By: __________________________________________
    Lori Muehlhausen, Executive Director

STATE OF NEVADA   )
    ) ss
COUNTY OF CLARK   )

On this ______ day of __________, 2011, Lori Muehlhausen personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Notary Public______________________________  My commission expires ______________
EXHIBIT 1

LEGAL DESCRIPTION
34 OCTOBER 2010
JOB NO. 1075-001-081

EXPLANATION: THIS LEGAL DESCRIBES THOSE PARCELS OF LAND TO BE INCLUDED IN PARCEL 1 OF THE MERGER AND RESUBDIVISION FOR SANTA BARBARA PINES LYING AT THE NORTHEAST CORNER OF SANTA BARBARA STREET AND TROPICANA AVENUE.

LEGAL DESCRIPTION

LOTS 1 AND 2 OF BLOCK 4 OF EL ENCANTO UNIT NO. 1, THE PLAT OF SAID SUBDIVISION BEING ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AS BOOK 9, PAGE 6 OF PLATS.

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF BLOCK 4 OF EL ENCANTO UNIT NO. 1;
THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID EL ENCANTO UNIT NO. 1 THE FOLLOWING COURSES: NORTH 01°30'37" EAST, 75.06 FEET;
THENCE NORTH 07°48'31" EAST, 69.04 FEET;
THENCE NORTH 14°17'54" EAST, 68.04 FEET;
THENCE NORTH 18°30'27" EAST, 75.73 FEET;
THENCE NORTH 18°35'02" EAST, 154.00 FEET TO THE SOUTHERLY LINE OF EL ENCANTO UNIT 3-C;
THE PLAT OF SAID SUBDIVISION BEING ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE AS BOOK 12, PAGE 3 OF PLATS;
THENCE ALONG THE SOUTHERLY LINE OF SAID EL ENCANTO UNIT 3-C THE FOLLOWING TWO (2) COURSES: NORTH 43°35'00" EAST, 130.00 FEET;
THENCE NORTH 88°55'00" EAST, 232.13 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF BLOCK 8 OF SAID EL ENCANTO UNIT 3-C;
THENCE NORTH 00°53'42" WEST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 110.70 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SYRACUSE DRIVE (60.00 FEET WIDE);
THENCE NORTH 89°06'18" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 90.73 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 95 (WIDTH VARIES);
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: SOUTH 21°12'44" WEST, 119.28 FEET;
THENCE SOUTH 30°28'09" WEST, 61.85 FEET;
THENCE SOUTH 88°57'44" WEST, 102.78 FEET;
THENCE SOUTH 30°27'27" WEST, 61.96 FEET;
THENCE SOUTH 59°32'33" EAST, 5.00 FEET;
THENCE SOUTH 30°27'27" WEST, 77.80 FEET;
THENCE NORTH 59°32'33" WEST, 5.00 FEET;
THENCE SOUTH 30°27'27" WEST, 101.75 FEET;
THENCE SOUTH 59°31'57" EAST, 87.58 FEET TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 95;
THENCE SOUTH 30°28'09" WEST ALONG SAID RIGHT-OF-WAY LINE, 167.63 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE, CONCAVE
NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 58°76'51", AN ARC LENGTH OF 153.02 FEET TO
THE NORTHERLY RIGHT-OF-WAY LINE OF TROPICANA AVENUE (300.00 FEET WIDE);
THENCE SOUTH 88°55'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 76.13 FEET TO THE
POINT OF BEGINNING.

CONTAINING 3.142 ACRES.

BASIS OF BEARINGS
NORTH 88°55'00" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER [SE
M.D.M., AS SHOWN ON A MAP ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AS
BOOK 9, PAGE 6 OF PLATS.

BRUCE L. STRATTON
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE NO. 9615

19 OCT 2010

SHEET 2 OF 2
PROMISSORY NOTE
(SECURED-ALL INCLUSIVE)

$1,500,000.00  Las Vegas, Nevada

__________, 2011

FOR VALUE RECEIVED, Santa Barbara Palms Limited Partnership (herein "Maker") hereby promises to pay to the order of Silver State Housing, a non-profit corporation (herein "Holder"), at 2655 S. Rainbow Road, Suite 401, Las Vegas, NV 89146, or at such other place or to such other party as Holder may from time to time designate in writing, the principal sum of One Million Five Hundred and No/100 Dollars ($1,500,000.00) with interest from the date hereof at the rate of 5.0% per annum on the unpaid balance until paid (the "Interest Rate"). Outstanding interest payments shall accrue and shall compound.

Miscellaneous Defined Terms.

i. "Partnership Agreement" is defined as that certain Amended and Restated Agreement of Limited Partnership of ___________ Limited Partnership dated as of ___________ 2011, as same may be amended from time to time.

ii. "Cash Flow Available for Debt Service" is defined, and for the purposes of this Note shall be the Cash Flow to be distributed in accordance with the provisions set forth in Section 5.1.1 of Article 5 of said Partnership Agreement. All terms not otherwise defined herein shall have the meaning set forth in the Partnership Agreement.

Payment-Related Defined Terms.

i. "Payment Period" shall mean each annual period during the term hereof commencing on ___________, 2012.

ii. "Payment Date" shall mean, with respect to each Payment Period, the date that Cash Flow Available for Debt Service is distributed by the Partnership.

Payment Terms. The principal and interest due hereunder shall be payable in annual installments as follows:

a. Payment Amount. Commencing on the first Payment Date and on each Payment Date thereafter during the term of this Note, payments of interest and principal shall be due and payable to the Holder hereof, in arrears for the immediately preceding Payment Period, in an amount equal to ___ of the Cash Flow Available for Debt Service (hereinafter referred to as the "Cash Flow Available for Debt Service Payment"), to the extent available, applicable to such Payment Period, if any.
b. Application. Each payment is to be applied when received first to any expenses reimbursable to Holder, second to any unpaid interest and third, any balance shall be used to reduce the principal balance.

The indebtedness represented by this Promissory Note (the “Note”) shall be all due and payable in its entirety on the earlier of (i) that date which is fifty-five (55) years from the date hereof, or (ii) the date upon which the County Obligation (as defined below) shall become due and payable whether upon default thereunder, by acceleration or otherwise (the “Maturity Date”). Maker agrees to repay to Holder the indebtedness represented by this Note if there is a sale or transfer of the Property. Maker shall have the right to prepay the indebtedness evidenced hereby in full, or in part, at any time without penalty or premium.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by any note and security agreement in connection with the financing of the Santa Barbara Palms Senior Apartments, and to the extent and the manner provided in any such subordination agreement that may be recorded and required by any lender in connection with the financing of the Santa Barbara Palms Senior Apartments. The All-Inclusive Deed of Trust securing this Note shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the deed of trust securing any notes or indebtedness for such financing. Holder and Maker agree to execute any subordination agreement that may be required by any party in connection with the financing of the Santa Barbara Palms Senior Apartments.

Except as otherwise provided herein or in the All-Inclusive Deed of Trust as long as Maker is in full compliance with all of its obligations under this Note and the All-Inclusive Deed of Trust, by its acceptance hereof, Holder agrees to perform all obligations of Holder, to the extent not agreed to be performed by Maker hereunder under the Agreement between Clark County, Nevada and Holder dated as of __________ 2011 as may be amended (the “County Obligation”) which said County Obligation will be secured by a pledge of this Note and an assignment of the All Inclusive Deed of Trust by Holder to said Clark County, Nevada.

In the event Holder shall fail to timely and fully pay and perform any of the obligations required to be performed by Holder as provided herein, in addition to any other rights and remedies available to Maker, Maker shall be entitled to pay and perform the County Obligation and offset against the amounts due Holder hereunder the full amount of all sums paid and/or costs incurred in connection with Maker's payment and performance of the County Obligation.

Maker waives presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note.

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

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

This Note is secured by that certain All-Inclusive Deed of Trust and Assignment of Rents of even date herewith executed by Maker, as trustor, to ______________ as trustee, in favor of Holder, as beneficiary, (the "All-Inclusive Deed of Trust") which All-Inclusive Deed of Trust encumbers that certain real property more particularly described therein (the “Property”).

Maker hereby specifically acknowledges, confirms and agrees that: (i) Maker has received copies of the documents and instruments evidencing and/or securing the County Obligation (collectively, the “County Obligation Documents”), (ii) Maker has reviewed and understands all of the provisions of the County Obligation Documents, this Note and the All-Inclusive Deed of Trust, and has reviewed the same with legal counsel of Maker's own choosing, (iii) Maker has not requested, received or relied upon any legal advice, representations or warranties from Holder in connection with the County Obligation Documents, this Note or the All-Inclusive Deed of Trust, and (iv) as between Maker and Holder, Maker shall be primarily responsible for, and hereby expressly covenants and agrees to fully and timely perform, all of the obligations of Holder under, arising out of or with respect to the County Obligation Documents including, without limitation, payment of taxes, maintenance of the Property, compliance with low income housing restrictions, recorded covenants, conditions and restrictions, applicable laws, etc. but excluding the obligation to make payment of the County Obligations.

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

Maker:

Santa Barbara Palms Limited Partnership a Nevada limited partnership

By: Santa Barbara Palms, LLC, a Nevada limited liability company
General Partner of Santa Barbara Palms Limited Partnership

By: __________________________
    George Gekakis, Manager

Holder:

Silver State Housing, a Nevada non-profit corporation

By: __________________________
    Lori Muehlhausen, Executive Director
ASSIGNMENT OF ALL INCLUSIVE DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, Silver State Housing, a Nevada nonprofit corporation, hereby grants, assigns and transfers to Clark County, Nevada all of the undersigned’s right, title and interest in that certain All Inclusive Deed of Trust and Assignment of Rents, dated as of ______________, 2011 and recorded in the Official Records of the County Recorder’s Office for the County of Clark on ______________ as Instrument No. __________ (the “Deed of Trust”), together with the undersigned’s right, title and interest in and to that certain Promissory Note in the amount of $1,500,000.00 executed by Santa Barbara Palms Limited Partnership, a Nevada limited partnership, in favor of the undersigned which is described in the Deed of Trust, the money due and to become due thereon with interest and all rights accrued or to accrue under the Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Leaseholder Deed of Trust as of ______________, 2011.

SILVER STATE HOUSING, a Nevada non profit corporation

By: ____________________________
Lori Muehlhausen, Executive Director

STATE OF NEVADA)
COUNTY OF CLARK)

On this __________ day of ______________, 2011, Lori Muehlhausen personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Notary Public __________________________  My commission expires ______________
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<table>
<thead>
<tr>
<th>Business Entity Type</th>
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</thead>
<tbody>
<tr>
<td>☐ Sole Proprietorship</td>
<td>☐ Partnership</td>
</tr>
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</table>

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<tr>
<th>Business Designation Group</th>
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<td>☐ MBE</td>
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<tr>
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<td>City, State and Zip Code:</td>
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<td>702-364-8027</td>
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<tr>
<td>Website:</td>
<td></td>
</tr>
<tr>
<td>POC Name and Email:</td>
<td><a href="mailto:ggi@gekasik.com">ggi@gekasik.com</a></td>
</tr>
<tr>
<td>Fax No:</td>
<td>702-364-4925</td>
</tr>
<tr>
<td>Local Fax No:</td>
<td>702-364-4925</td>
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| Number of Clark County Nevada Residents Employed: | 1 |

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
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</thead>
<tbody>
<tr>
<td>Lori Muehlhausen</td>
<td>Executive Director</td>
<td></td>
</tr>
<tr>
<td>James Lewis</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Robin Mukalian</td>
<td>Treasurer</td>
<td></td>
</tr>
</tbody>
</table>

**This section is not required for publicly-traded corporations.**

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   - ☐ Yes  ☐ No  
     (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   - ☐ Yes  ☐ No  
     (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

**Signature**

Lori Muehlhausen

**Print Name**

March 2, 2011

**Date**

Revised 3/1/11
DISCLOSURE OF OWNERSHIP/PRINCIPALS

<table>
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<th>Business Entity Type</th>
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<tr>
<td>□ Corporation</td>
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<tr>
<td>□ Non-Profit Organization</td>
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<tr>
<td>Small Business Enterprise</td>
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<tbody>
<tr>
<td>K.C. Carmis</td>
<td>Board Member</td>
<td></td>
</tr>
<tr>
<td>Carmelean Kitty Martin</td>
<td>Board Member</td>
<td></td>
</tr>
<tr>
<td>Joann Oscars</td>
<td>Board Member</td>
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Lori Muehlhausen
Print Name
3-2-11
Date

Lori Muehlhausen
Signature
Executive Director
Title
## DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Type

- [ ] Sole Proprietorship
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### Business Designation Group

- [ ] MBE
- [ ] WBE
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**Silver State Housing**

(Include d.b.a., if applicable)

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City, State and Zip Code:

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Telephone No:

702-364-8027

Fax No:

702-364-4925

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Las Vegas, Nevada 89146

Local Telephone No:

702-364-8027

Local POC Name:

Email: ggk@gekakis.com

POC Name and Email:

Website:

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<tr>
<td>Gina Slater</td>
<td>Board Member</td>
<td></td>
</tr>
<tr>
<td>Bernice Wiggins</td>
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Lori Muehlhausen

Signature

Executive Director

Title

Print Name

Date

3-2-11

Revised 3/1/11
DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL</th>
<th>COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT</th>
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* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

---

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes  ☐ No  Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes  ☐ No  Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative
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