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Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

Department of the Treasury
Internal Revenue Service

The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2012 calendar year, or tax year beginning JUL 1, 2012 and ending JUN 30, 2013

B Check if applicable: <input checked="" type="checkbox"/> Address change <input checked="" type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization INNVISION SHELTER NETWORK (FORMERLY SHELTER NETWORK) Doing Business As Number and street (or P O box if mail is not delivered to street address) Room/suite 181 CONSTITUTION DRIVE City, town, or post office, state, and ZIP code MENLO PARK, CA 94025 F Name and address of principal officer KARAE LISLE 181 CONSTITUTION DRIVE, MENLO PARK, CA 9402	D Employer identification number 77-0160469 E Telephone number 650-685-5880 G Gross receipts \$ 22,629,790. H(a) Is this a group return for affiliates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all affiliates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions) H(c) Group exemption number ▶
I Tax-exempt status <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c)() (insert no) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: ▶ IVSN.ORG		
K Form of organization <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation 1987 M State of legal domicile CA

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: TO HELP HOMELESS FAMILIES AND INDIVIDUALS RETURN TO PERMANENT HOUSING AND SELF-SUFFICIENCY. 2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets. 3 Number of voting members of the governing body (Part VI, line 1a) 3 17 4 Number of independent voting members of the governing body (Part VI, line 1b) 4 17 5 Total number of individuals employed in calendar year 2012 (Part V, line 2a) 5 0 6 Total number of volunteers (estimate if necessary) 6 18000 7a Total unrelated business revenue from Part VIII, column (C), line 12 7a 0. 7b Net unrelated business taxable income from Form 990-T, line 34 7b 0.		
Revenue	8 Contributions and grants (Part VIII, line 1h) 8 9,422,404. 9 Program service revenue (Part VIII, line 2g) 9 97,210. 10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) 10 106,914. 11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 11 270,863. 12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) 12 9,897,391.	Prior Year	Current Year
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3) 13 1,223,017. 14 Benefits paid to or for members (Part IX, column (A), line 4) 14 0. 15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) 15 5,412,866. 16a Professional fundraising fees (Part IX, column (A), line 11e) 16a 0. 16b Total fundraising expenses (Part IX, column (D), line 25) ▶ 16b 1,602,263. 17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 17 2,810,542. 18 Total expenses Add lines 13-17 (must equal Part IX, column (A), line 25) 18 9,446,425. 19 Revenue less expenses. Subtract line 18 from line 12 19 450,966.	0.	0.
Net Assets or Fund Balances	20 Total assets (Part X, line 16) 20 17,409,409. 21 Total liabilities (Part X, line 26) 21 4,785,779. 22 Net assets or fund balances. Subtract line 21 from line 20 22 12,623,630.	Beginning of Current Year	End of Year
		17,409,409.	28,015,251.
		4,785,779.	12,351,326.
		12,623,630.	15,663,925.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer: <i>Karae Lisle</i> KARAE LISLE, EXECUTIVE DIRECTOR Type or print name and title	Date	5/15/14
Paid Preparer Use Only	Print/Type preparer's name: MARIANNE KRISTOFFERSON Preparer's signature: <i>Marianne Kristofferson</i> Date: 5/14/14 Check <input checked="" type="checkbox"/> self-employed PTIN: P00024506	Firm's name	VOCKER KRISTOFFERSON AND CO CPAS Firm's EIN: 94-3119928 Firm's address: 1700 S EL CAMINO REAL #506 SAN MATEO, CA 94402 Phone no: (650) 574-5000

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

917 107

INNVISION SHELTER NETWORK
(FORMERLY SHELTER NETWORK)

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response to any question in this Part III

1 Briefly describe the organization's mission:

INNVISION SHELTER NETWORK (IVSN) IS ONE OF THE LARGEST SERVICE PROVIDERS FOR HOMELESS FAMILIES AND INDIVIDUALS IN SAN MATEO AND SANTA CLARA COUNTIES. IVSN'S SERVICE RANGE INCLUDES: STABILIZATION SHELTER (FORMERLY EMERGENCY), INTERIM HOUSING (FORMERLY TRANSITIONAL), AND

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code) (Expenses \$ 1,118,344. including grants of \$) (Revenue \$ 2,694.)

MAPLE STREET. REDWOOD CITY. THIS PROGRAM HAS 32 BEDS FOR STABILIZATION HOUSING WHICH SERVED SOME 450 INDIVIDUALS, AS WELL AS DROP IN SERVICES PROVIDED DURING THE DAY, WHICH PROVIDED ASSISTANCE TO APPROXIMATELY 200 INDIVIDUALS. INCREASINGLY, MAPLE HAS SERVED A GROWING VETERAN CLIENTELE.

4b (Code) (Expenses \$ 1,739,362. including grants of \$) (Revenue \$ 1,894.)

FIRST STEP FOR FAMILIES REDWOOD CITY. THIS PROGRAM PROVIDES A BROAD SPECTRUM OF SERVICES FROM STABILIZATION HOUSING (24 UNITS), INTERIM HOUSING (16 UNITS), AS WELL AS CHILD CARE AND SUPPORTIVE SERVICES TO ALL RESIDENTS. DURING THE FISCAL YEAR, FIRST STEP SERVED A TOTAL OF 978 INDIVIDUALS, INCLUDING 546 CHILDREN. 98% OF THE CLIENTS WHO USED THE PROGRAM'S INTERIM HOUSING MOVED INTO PERMANENT HOUSING. 80% OF THE CLIENTS WHO SOUGHT STABILIZATION HOUSING MOVED INTO INTERIM HOUSING, AND 55% OF THOSE WHO EXITED THE PROGRAM WERE EMPLOYED.

4c (Code) (Expenses \$ 1,241,309. including grants of \$) (Revenue \$ 1,582.)

JULIAN STREET INN, SAN JOSE. THIS PROGRAM OFFERS 61 STABILIZATION (EMERGENCY) BEDS FOR QUICK OCCUPANCY. DURING THE FISCAL YEAR, THIS PROGRAM ASSISTED 620 INDIVIDUALS. JULIAN STREET SERVICES INCLUDED ASSISTANCE FOR THE SERIOUSLY MENTALLY ILL. 49% OF THE CLIENTS IN THIS PROGRAM EXITED INTO PERMANENT HOUSING.

4d Other program services (Describe in Schedule O.)

(Expenses \$ 8,633,788. including grants of \$) (Revenue \$)

4e Total program service expenses 12,732,803.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	X	
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b <i>If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?</i>		X

**INNVISION SHELTER NETWORK
(FORMERLY SHELTER NETWORK)**

Part IV Checklist of Required Schedules (continued)

	Yes	No
21 Did the organization report more than \$5,000 of grants and other assistance to any government or organization in the United States on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X
22 Did the organization report more than \$5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	X	
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	X	
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25</i>		X
24b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
24c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
24d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26 Was a loan to or by a current or former officer, director, trustee, key employee, highest compensated employee, or disqualified person outstanding as of the end of the organization's tax year? <i>If "Yes," complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		X
b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	X	
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	X	
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response to any question in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No," provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
	If "Yes," enter the name of the foreign country: <u>See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.</u>		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
6b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
7a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
7b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
7c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
7d	If "Yes," indicate the number of Forms 8282 filed during the year		
7e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
7f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
7g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		X
7h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		X
8	Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations. Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
9a	Did the organization make any taxable distributions under section 4966?		
9b	Did the organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
10a	Initiation fees and capital contributions included on Part VIII, line 12		
10b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
11	Section 501(c)(12) organizations. Enter:		
11a	Gross income from members or shareholders		
11b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them)		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
12b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
13a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.		
13b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
13c	Enter the amount of reserves on hand		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
14b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response to any question in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
1b	Enter the number of voting members included in line 1a, above, who are independent.		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	X	
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8a	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: The governing body?	X	
8b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
11b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13.	X	
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done.	X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	The organization's CEO, Executive Director, or top management official	X	
15b	Other officers or key employees of the organization. If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).	X	
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed **CA**
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)
- 19 Describe in Schedule O whether (and if so, how), the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization: **JIM GREER, CHIEF FINANCIAL OFFICER - 650-685-5880**
181 CONSTITUTION DRIVE, MENLO PARK, CA 94025

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response to any question in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) CHRISTINE KROLIK CO-CHAIR	2.00	X		X				0.	0.	0.
(2) ROD FERGUSON VICE CHAIR	2.00	X		X				0.	0.	0.
(3) JOHN BREW TREASURER	2.00	X		X				0.	0.	0.
(4) STEVE LUZAICH SECRETARY	2.00	X		X				0.	0.	0.
(5) MIKE MEE DIRECTOR	2.00	X						0.	0.	0.
(6) JENNIFER CASS DIRECTOR	2.00	X						0.	0.	0.
(7) MATTHEW BAHLIS DIRECTOR	2.00	X						0.	0.	0.
(8) DOREEN CADIEUX DIRECTOR	2.00	X						0.	0.	0.
(9) DAVID LICHTENGER DIRECTOR	2.00	X						0.	0.	0.
(10) CHRISTINA DICKERSON DIRECTOR	2.00	X						0.	0.	0.
(11) CARMEN ERICSON DIRECTOR	2.00	X						0.	0.	0.
(12) DAN COONAN CO-CHAIR	2.00	X		X				0.	0.	0.
(13) ED JENNINGS DIRECTOR	2.00	X						0.	0.	0.
(14) JILIAN MANUS DIRECTOR	2.00	X						0.	0.	0.
(15) RACHEL PERKEL DIRECTOR	2.00	X						0.	0.	0.
(16) RON REIS DIRECTOR	2.00	X						0.	0.	0.
(17) CHERYL WESTMONT DIRECTOR	2.00	X						0.	0.	0.

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) BRIAN GREENBERG DIRECTOR OF PROGRAMS & SER	40.00			X				123,541.	0.	16,291.
(19) SCOTT FLESHER FINANCE DIRECTOR	40.00			X				135,432.	0.	10,978.
(20) CHRISTIAAN CANTER VICE PRESIDENT, STRATEGIC	40.00			X				130,435.	0.	12,491.
(21) KARAE LISLE EXECUTIVE DIRECTOR	40.00			X				189,531.	0.	13,842.
(22) AMY WRIGHT VP DEVELOPMENT	40.00			X				120,671.	0.	11,590.
(23) VICTORIA READER COO	40.00			X				105,349.	0.	6,728.
1b Sub-total								804,959.	0.	71,920.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								804,959.	0.	71,920.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **6**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
AETNA LIFE INSURANCE P O BOX 31001-1408, PASDENA, CA 91110	EMPLOYEE HEALTH INSURANCE	924,075.
1900 THE ALAMEDA, 1900 THE ALAMEDA STE 400, SAN JOSE, CA 95126	CLIENT RENT	556,160.
CAPRI MOTEL 2380 EL CAMINO REAL, REDWOOD CITY, CA 94061	CLIENT HOUSING	195,804.
DAYS INN 2650 EL CAMINO REAL, REDWOOD CITY, CA 94061	CLIENT HOUSING	157,590.
NEWLANDS ENTERPRISES P O BOX 5222, BELMONT, CA 94002	CLIENT RENT	119,792.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **5**

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**INNVISION SHELTER NETWORK
(FORMERLY SHELTER NETWORK)**

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Part VIII Statement of Revenue

Check if Schedule O contains a response to any question in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	8,446,549.				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	10,729,457.				
	g Noncash contributions included in lines 1a-1f \$						
	h Total. Add lines 1a-1f		19,176,006.				
	Program Service Revenue	2 a PROGRAM SERVICE FEES	Business Code 624200	745,438.	745,438.		
b							
c							
d							
e							
f All other program service revenue							
g Total. Add lines 2a-2f			745,438.				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		86,520.			86,520.	
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	(i) Real	(ii) Personal				
		b Less: rental expenses					
	c Rental income or (loss)						
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
		417,494.	1,775,000.				
		b Less: cost or other basis and sales expenses		375,120.	1,526,944.		
		c Gain or (loss)		42,374.	248,056.		
	d Net gain or (loss)		290,430.			290,430.	
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	a	429,454.				
		b Less: direct expenses	b	243,987.			
c Net income or (loss) from fundraising events			185,467.			185,467.	
9 a Gross income from gaming activities. See Part IV, line 19	a						
	b Less: direct expenses	b					
	c Net income or (loss) from gaming activities						
10 a Gross sales of inventory, less returns and allowances	a						
	b Less: cost of goods sold	b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code					
11 a LAUNDRY, PHONE, MISC		624200	89,621.	89,621.			
	b LOSS FROM INVESTMENT IN PARTNERSH	531390	-89,743.	-89,743.			
	c						
	d All other revenue						
	e Total. Add lines 11a-11d			-122.			
12 Total revenue. See instructions			20,483,739.	745,316.	0.	562,417.	

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A)

Check if Schedule O contains a response to any question in this Part IX

<i>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</i>	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the United States See Part IV, line 21				
2 Grants and other assistance to individuals in the United States. See Part IV, line 22	2,700,533.	2,700,533.		
3 Grants and other assistance to governments, organizations, and individuals outside the United States. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	876,880.	65,662.	658,620.	152,598.
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	7,185,393.	5,449,907.	854,975.	880,511.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	1,488,091.	1,004,495.	349,742.	133,854.
10 Payroll taxes	672,496.	497,711.	96,414.	78,371.
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O)				
12 Advertising and promotion				
13 Office expenses	570,520.	318,219.	98,215.	154,086.
14 Information technology				
15 Royalties				
16 Occupancy	158,436.	36,633.	120,358.	1,445.
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	97,343.	63,826.	29,266.	4,251.
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	566,447.	496,078.	70,369.	
23 Insurance				
24 Other expenses Itemize expenses not covered above (List miscellaneous expenses in line 24e If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O)				
a MAINTENANCE AND REPAIRS	678,229.	602,683.	66,797.	8,749.
b CONSULTANTS AND OTHER P	598,435.	139,372.	387,650.	71,413.
c UTILITIES	483,070.	465,253.	12,147.	5,670.
d PASS THROUGH EXPENSES	364,932.	364,932.		
e All other expenses	1,190,562.	527,499.	551,748.	111,315.
25 Total functional expenses Add lines 1 through 24e	17,631,367.	12,732,803.	3,296,301.	1,602,263.
26 Joint costs Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation				

Check here if following SOP 98-2 (ASC 958-720)

**INNVISION SHELTER NETWORK
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Part X Balance Sheet

Check if Schedule O contains a response to any question in this Part X

		(A) Beginning of year		(B) End of year	
Assets	1 Cash - non-interest-bearing		1		
	2 Savings and temporary cash investments	2,620,700.	2	1,496,879.	
	3 Pledges and grants receivable, net	2,081,384.	3	2,340,037.	
	4 Accounts receivable, net		4		
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L			5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L			6	
	7 Notes and loans receivable, net		7		
	8 Inventories for sale or use		8		
	9 Prepaid expenses and deferred charges	135,762.	9	118,187.	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 29,063,427.			
	b Less: accumulated depreciation	10b 9,942,999.	9,446,564.	10c	19,120,428.
	11 Investments - publicly traded securities	1,657,365.	11	2,252,442.	
	12 Investments - other securities. See Part IV, line 11	738,894.	12	744,940.	
	13 Investments - program-related. See Part IV, line 11		13		
	14 Intangible assets		14	14,594.	
	15 Other assets. See Part IV, line 11	728,740.	15	1,927,744.	
16 Total assets. Add lines 1 through 15 (must equal line 34)	17,409,409.	16	28,015,251.		
Liabilities	17 Accounts payable and accrued expenses	756,563.	17	1,894,011.	
	18 Grants payable		18		
	19 Deferred revenue		19		
	20 Tax-exempt bond liabilities		20		
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21		
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22		
	23 Secured mortgages and notes payable to unrelated third parties	811,978.	23	3,956,724.	
	24 Unsecured notes and loans payable to unrelated third parties		24		
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	3,217,238.	25	6,500,591.	
	26 Total liabilities. Add lines 17 through 25	4,785,779.	26	12,351,326.	
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27 Unrestricted net assets	9,841,921.	27	12,882,216.	
	28 Temporarily restricted net assets	2,781,709.	28	2,781,709.	
	29 Permanently restricted net assets		29		
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.				
	30 Capital stock or trust principal, or current funds		30		
	31 Paid-in or capital surplus, or land, building, or equipment fund		31		
	32 Retained earnings, endowment, accumulated income, or other funds		32		
33 Total net assets or fund balances	12,623,630.	33	15,663,925.		
34 Total liabilities and net assets/fund balances	17,409,409.	34	28,015,251.		

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response to any question in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	20,483,739.
2	Total expenses (must equal Part IX, column (A), line 25)	2	17,631,367.
3	Revenue less expenses. Subtract line 2 from line 1	3	2,852,372.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	12,623,630.
5	Net unrealized gains (losses) on investments	5	249,548.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	-61,625.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	15,663,925.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response to any question in this Part XII

- 1 Accounting method used to prepare the Form 990: Cash Accrual Other _____
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- b Were the organization's financial statements audited by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits

	Yes	No
2a		X
2b	X	
2c	X	
3a	X	
3b	X	

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	6756604.	6881171.	7460691.	9422404.	14234241.	44755111.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	6756604.	6881171.	7460691.	9422404.	14234241.	44755111.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						6467499.
6 Public support. Subtract line 5 from line 4						38287612.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(f) Total
7 Amounts from line 4	6756604.	6881171.	7460691.	9422404.	14234241.	44755111.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	121,023.	187,454.	190,494.	106,914.	1535584.	2141469.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV)						
11 Total support. Add lines 7 through 10						46896580.
12 Gross receipts from related activities, etc. (see instructions)					12	3,451,365.
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2012 (line 6, column (f) divided by line 11, column (f))	14	81.64 %
15 Public support percentage from 2011 Schedule A, Part II, line 14	15	99.52 %
16a 33 1/3% support test - 2012. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input checked="" type="checkbox"/>		
b 33 1/3% support test - 2011. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a 10% -facts-and-circumstances test - 2012. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 10% -facts-and-circumstances test - 2011. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support (Subtract line 7c from line 6)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2008	(b) 2009	(c) 2010	(d) 2011	(e) 2012	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
13 Total support (Add lines 9, 10c, 11, and 12)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2012 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2011 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2012 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2011 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2012. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2011. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV **Supplemental information.** Complete this part to provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

THE ORGANIZATION CHANGED ITS NAME FROM SHELTER NETWORK TO INNVISION SHELTER NETWORK. THE ORGANIZATION ENTERED INTO A MERGER WITH INNVISION THE WAY HOME AND FILED AN AGREEMENT OF MERGER WITH THE SECRETARY OF STATE.

Multiple horizontal lines for supplemental information.

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990. ▶ See separate instructions.

OMB No 1545-0047

2012
Open to Public Inspection

Name of the organization **INNVISION SHELTER NETWORK (FORMERLY SHELTER NETWORK)** Employer identification number **77-0160469**

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" to Form 990, Part IV, line 6

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate contributions to (during year)		
3 Aggregate grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

- 1 Purpose(s) of conservation easements held by the organization (check all that apply)
- | | |
|--|--|
| <input type="checkbox"/> Preservation of land for public use (e.g., recreation or education) | <input type="checkbox"/> Preservation of an historically important land area |
| <input type="checkbox"/> Protection of natural habitat | <input type="checkbox"/> Preservation of a certified historic structure |
| <input type="checkbox"/> Preservation of open space | |
- 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.
- | | Held at the End of the Tax Year |
|--|---------------------------------|
| a Total number of conservation easements | 2a |
| b Total acreage restricted by conservation easements | 2b |
| c Number of conservation easements on a certified historic structure included in (a) | 2c |
| d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register | 2d |
- 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____
- 4 Number of states where property subject to conservation easement is located ▶ _____
- 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? Yes No
- 6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶ _____
- 7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$ _____
- 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? Yes No
- 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

- 1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.
- b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
- | | |
|--|------------|
| (i) Revenues included in Form 990, Part VIII, line 1 | ▶ \$ _____ |
| (ii) Assets included in Form 990, Part X | ▶ \$ _____ |
- 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:
- | | |
|--|------------|
| a Revenues included in Form 990, Part VIII, line 1 | ▶ \$ _____ |
| b Assets included in Form 990, Part X | ▶ \$ _____ |

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange programs
 - e Other _____

- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | |
| d Additions during the year | |
| e Distributions during the year | |
| f Ending balance | |
- 2a Did the organization include an amount on Form 990, Part X, line 21? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" to Form 990, Part IV, line 10

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment _____ %
 - b Permanent endowment _____ %
 - c Temporarily restricted endowment _____ %
- The percentages in lines 2a, 2b, and 2c should equal 100%
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|-----------------------------|-----|----|
| (i) unrelated organizations | | |
| (ii) related organizations | | |
- b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?
- 4 Describe in Part XIII the intended uses of the organization's endowment funds

Part VI Land, Buildings, and Equipment. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		5,433,879.		5,433,879.
b Buildings		20,661,858.	7,655,979.	13,005,879.
c Leasehold improvements		1,124,043.	806,415.	317,628.
d Equipment		1,501,570.	1,256,473.	245,097.
e Other		342,077.	224,132.	117,945.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10(c).)				19,120,428.

Part VII Investments - Other Securities. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
Total. (Col (b) must equal Form 990, Part X, col (B) line 12) ▶		

Part VIII Investments - Program Related. See Form 990, Part X, line 13

(a) Description of investment type	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. (Col (b) must equal Form 990, Part X, col (B) line 13) ▶		

Part IX Other Assets. See Form 990, Part X, line 15

(a) Description	(b) Book value
(1) OTHER RECEIVABLE	50,000.
(2) UNCONDITIONAL PROMISE TO GIVE - FACILITY USE	589,708.
(3) RENT DEPOSITS	31,989.
(4) INVESTMENT IN PARTNERSHIPS	1,189,445.
(5) SECURITY DEPOSITS	66,602.
(6)	
(7)	
(8)	
(9)	
(10)	
Total. (Column (b) must equal Form 990, Part X, col (B) line 15) ▶	1,927,744.

Part X Other Liabilities. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) TENANT DEPOSITS	34,051.
(3) REFUNDABLE ADVANCES	6,342,416.
(4) REFUNDABLE GOVERNMENT GRANT INCOME	124,124.
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	6,500,591.

2. FIN 48 (ASC 740) Footnote. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

1	Total revenue, gains, and other support per audited financial statements		1	16,452,458.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains on investments	2a	249,548.	
b	Donated services and use of facilities	2b	721,560.	
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII)	2d	37,217.	
e	Add lines 2a through 2d	2e		1,008,325.
3	Subtract line 2e from line 1	3		15,444,133.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b	5,039,606.	
c	Add lines 4a and 4b	4c		5,039,606.
5	Total revenue Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5		20,483,739.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

1	Total expenses and losses per audited financial statements		1	19,077,836.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a	721,560.	
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII)	2d	799,380.	
e	Add lines 2a through 2d	2e		1,520,940.
3	Subtract line 2e from line 1	3		17,556,896.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b	74,471.	
c	Add lines 4a and 4b	4c		74,471.
5	Total expenses Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5		17,631,367.

Part XIII Supplemental Information

Complete this part to provide the descriptions required for Part II, lines 3, 5, and 9, Part III, lines 1a and 4; Part IV, lines 1b and 2b, Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b, and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART XI, LINE 2D - OTHER ADJUSTMENTS:

INVESTMENT MANAGEMENT FEES	-73,842.
INVESTMENT - FOREIGN TAX	-629.
REVENUES REPORTED BY INNVI SION THE WAY HOME BEFORE MERGER	36,141.
INTEREST EXPENSE FORGIVEN	75,547.
TOTAL TO SCHEDULE D, PART XI, LINE 2D	37,217.

Part XIII Supplemental Information (continued)

PART XI, LINE 4B - OTHER ADJUSTMENTS:

NET ASSETS CONTRIBUTED BY INNVISION THE WAY HOME 5,039,606.

PART XII, LINE 2D - OTHER ADJUSTMENTS:

AMORTIZATION OF DISCOUNT - UNCONDITIONAL PROMISE TO GIVE 61,625.

EXPENSES REPORTED BY INNVISION THE WAY HOME BEFORE MERGER 662,208.

INTEREST FORGIVEN 75,547.

TOTAL TO SCHEDULE D, PART XII, LINE 2D 799,380.

PART XII, LINE 4B - OTHER ADJUSTMENTS:

INVESTMENT MANAGEMENT FEES 73,842.

INVESTMENT - FOREIGN TAX 629.

TOTAL TO SCHEDULE D, PART XII, LINE 4B 74,471.

INN VISION SHELTER NETWORK

Part II Fundraising Events. Complete if the organization answered "Yes" to Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events (add col. (a) through col. (c))
		ANNUAL BREAKFAST EV (event type)	(event type)	NONE (total number)	
Revenue	1	Gross receipts	429,454.		429,454.
	2	Less: Contributions			
	3	Gross income (line 1 minus line 2)	429,454.		429,454.
Direct Expenses	4	Cash prizes			
	5	Noncash prizes			
	6	Rent/facility costs			
	7	Food and beverages	243,987.		243,987.
	8	Entertainment			
	9	Other direct expenses			
	10	Direct expense summary. Add lines 4 through 9 in column (d)			(243,987)
11	Net income summary. Combine line 3, column (d), and line 10			185,467.	

Part III Gaming. Complete if the organization answered "Yes" to Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col (a) through col. (c))
Revenue	1	Gross revenue			
	2	Cash prizes			
Direct Expenses	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
6	Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
7	Direct expense summary. Add lines 2 through 5 in column (d)				(_____)
8	Net gaming income summary. Combine line 1, column d, and line 7				

9 Enter the state(s) in which the organization operates gaming activities: _____

a Is the organization licensed to operate gaming activities in each of these states? Yes No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year? Yes No

b If "Yes," explain: _____

INNVISION SHELTER NETWORK
(FORMERLY SHELTER NETWORK)

- 11 Does the organization operate gaming activities with nonmembers? Yes No
- 12 Is the organization a grantor, beneficiary or trustee of a trust or a member of a partnership or other entity formed to administer charitable gaming? Yes No
- 13 Indicate the percentage of gaming activity operated in:

13a		%
13b		%

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ _____

Address ▶ _____

- 15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? Yes No
- b If "Yes," enter the amount of gaming revenue received by the organization ▶ \$ _____ and the amount of gaming revenue retained by the third party ▶ \$ _____.
- c If "Yes," enter name and address of the third party:

Name ▶ _____

Address ▶ _____

16 Gaming manager information:

Name ▶ _____

Gaming manager compensation ▶ \$ _____

Description of services provided ▶ _____

Director/officer Employee Independent contractor

- 17 Mandatory distributions:
 - a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? Yes No
 - b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ _____

Part IV **Supplemental Information.** Complete this part to provide the explanations required by Part I, line 2b, columns (iii) and (v), and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also complete this part to provide any additional information (see instructions).

**SCHEDULE J
(Form 990)**

Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

▶ Complete if the organization answered "Yes" to Form 990, Part IV, line 23.

▶ Attach to Form 990. ▶ See separate instructions.

OMB No 1545-0047

2012

Open to Public Inspection

Name of the organization **INNVISION SHELTER NETWORK
(FORMERLY SHELTER NETWORK)** Employer identification number **77-0160469**

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed in Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (e.g., maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all officers, directors, trustees, and the CEO/Executive Director, regarding the items checked in line 1a?

3 Indicate which, if any, of the following the filing organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|--|
| <input type="checkbox"/> Compensation committee | <input type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed in Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment?
- b** Participate in, or receive payment from, a supplemental nonqualified retirement plan?
- c** Participate in, or receive payment from, an equity-based compensation arrangement?
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III

Only section 501(c)(3) and 501(c)(4) organizations must complete lines 5-9.

5 For persons listed in Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization?
- b** Any related organization?
- If "Yes" to line 5a or 5b, describe in Part III.

6 For persons listed in Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization?
- b** Any related organization?
- If "Yes" to line 6a or 6b, describe in Part III.

7 For persons listed in Form 990, Part VII, Section A, line 1a, did the organization provide any non-fixed payments not described in lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported in Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" to line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

	Yes	No
1b		
2		
4a		X
4b		X
4c		X
5a		X
5b		X
6a		X
6b		X
7		X
8		X
9		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2012

**SCHEDULE M
(Form 990)**

Noncash Contributions

OMB No 1545-0047

2012

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
▶ Attach to Form 990.

Name of the organization **INNVISION SHELTER NETWORK
(FORMERLY SHELTER NETWORK)** Employer identification number **77-0160469**

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art - Works of art				
2 Art - Historical treasures				
3 Art - Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities - Publicly traded				
10 Securities - Closely held stock				
11 Securities - Partnership, LLC, or trust interests				
12 Securities - Miscellaneous				
13 Qualified conservation contribution - Historic structures				
14 Qualified conservation contribution - Other				
15 Real estate - Residential				
16 Real estate - Commercial				
17 Real estate - Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ▶ (FOREGIVENESS)	X	2	65,543.	
26 Other ▶ (_____)				
27 Other ▶ (_____)				
28 Other ▶ (_____)				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement **29**

30a During the year, did the organization receive by contribution any property reported in Part I, lines 1-28 that it must hold for at least three years from the date of the initial contribution, and which is not required to be used for exempt purposes for the entire holding period?
b If "Yes," describe the arrangement in Part II.

31 Does the organization have a gift acceptance policy that requires the review of any non-standard contributions?

32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?
b If "Yes," describe in Part II.

33 If the organization did not report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.

	Yes	No
30a		X
31		X
32a		X
33		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule M (Form 990) (2012)

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.

OMB No. 1545-0047

2012

Open to Public
Inspection

Name of the organization INNVISION SHELTER NETWORK (FORMERLY SHELTER NETWORK)	Employer identification number 77-0160469
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FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

PERMANENT SUPPORTIVE HOUSING. ADDITIONALLY, WE SERVE UNSHELTERED PEOPLE PROVIDING FOOD, CASE MANAGEMENT AND PREVENTATIVE SERVICES. THE MISSION IS TO SERVE HOMELESS PEOPLE IN THEIR JOURNEY BACK TO PERMANENT HOUSING AND SELF SUFFICIENCY. OUR "BEYOND THE BED" SERVICE MODEL INCLUDES: WORKSHOPS (FINANCIAL LITERACY, PARENTING, RESUME DEVELOPMENT, JOB PREPARATION), ONSITE CHILDCARE, SAVINGS PLANS, CLOTHING, FOOD, HOUSEHOLD NECESSITIES, JOB SEARCH, HOUSING SEARCH, AND MENTAL & BEHAVIORIAL HEALTH COUNSELING. IN ITS FISCAL YEAR, IVSN SERVED OVER 20,000 PEOPLE WITH SERVICES: WHICH INCLUDES 6,200 PEOPLE IN SHELTERS, 1,500 FAMILIES, AND 6,000 CHILDREN.

FORM 990, PART III, LINE 4D, OTHER PROGRAM SERVICES:

OTHER PROGRAMS

EXPENSES \$ 8,633,788. INCLUDING GRANTS OF \$ 0. REVENUE \$ 0.

FORM 990, PART VI, SECTION A, LINE 4:

FORM 990, PART VI, SECTION A, LINE 4: THE ORGANIZATION ENTERED INTO AN ALLIANCE AGREEMENT WITH ANOTHER NON-PROFIT AGENCY ON JUNE 20, 2012 AND A MERGER AGREEMENT WITH INNVISION THE WAY HOME, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION, WAS FILED WITH THE SECRETARY OF STATE EFFECTIVE 3/31/13.

FORM 990, PART VI, SECTION B, LINE 11: FORM 990 IS REVIEWED AND APPROVED BY THE FINANCE COMMITTEE CHAIR BEFORE BEING SUBMITTED TO THE IRS.

Name of the organization INNVISION SHELTER NETWORK (FORMERLY SHELTER NETWORK)	Employer identification number 77-0160469
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FORM 990, PART VI, SECTION A, LINE 4: THE ORGANIZATION ENTERED INTO AN ALLIANCE AGREEMENT WITH ANOTHER NON-PROFIT AGENCY ON JUNE 20, 2012 AND A MERGER AGREEMENT WITH INNVISION THE WAY HOME, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION, WAS FILED WITH THE SECRETARY OF STATE EFFECTIVE 3/31/13.

FORM 990, PART VI, SECTION B, LINE 12C: BOARD MEMBERS AND ALL STAFF ARE REQUIRED TO SIGN A CONFLICT OF INTEREST POLICY. EMPLOYEES AND BOARD MEMBERS ARE REMINDED OF THIS POLICY PERIODICALLY OVER THE COURSE OF EACH FISCAL YEAR. BOARD MEMBERS, ADMINISTRATION AND PROGRAM STAFF ARE NOT ALLOWED TO ADVOCATE FOR VENDORS AND ALL MAJOR CONTRACTS REQUIRE 3 BIDS.

FORM 990, PART VI, SECTION B, LINE 15: SALARY RANGES ARE DETERMINED BY USING THE CENTER FOR NON-PROFIT MANAGEMENT COMPENSATION & BENEFITS SURVEY FOR NORTHERN CALIFORNIA. THE GUIDE IS THE PRODUCT OF 295 NON-PROFIT ORGANIZATIONS IN NORTHERN CALIFORNIA PARTICIPATING IN A SALARY AND BENEFITS SURVEY. COMPENSATION IS APPROVED BY BOARD OF DIRECTORS.

FORM 990, PART VI, SECTION C, LINE 19: THE ORGANIZATION MAKES ITS GOVERNING DOCUMENTS AND FINANCIAL STATEMENTS AVAILABLE TO THE PUBLIC ON THE COMPANY WEBSITE AND UPON REQUEST.

FORM 990, PART XI, LINE 9, CHANGES IN NET ASSETS:
AMORTIZATION OF DISCOUNT - UNCONDITIONAL PROMISE TO GIVE -61,625.

THE ORGANIZATION HAS A COMMITTEE THAT ASSUMES RESPONSIBILITY FOR OVERSIGHT OF THE AUDIT OF ITS FINANCIAL STATEMENTS AND SELECTION OF AN INDEPENDENT ACCOUNTANT.

INNVISION SHELTER NETWORK
(FORMERLY SHELTER NETWORK)

Schedule R (Form 990) 2012 **Part III Identification of Related Organizations Taxable as a Partnership** (Complete if the organization answered "Yes" to Form 990, Part IV, line 34 because it had one or more related organizations treated as a partnership during the tax year.)

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?	(k) Percentage ownership
							Yes	No			
HOMESAFE SAN JOSE, L.P. - 77-0579995, 1400 PARKMOOR AVENUE, SUITE 190, SAN JOSE, CA 95126	TO CONSTRUCT AND OPERATE A LOW-INCOME APARTMENT	CA	N/A	RELATED	-91.	1,002,483.		X	N/A	X	.058
HOMESAFE SANTA CLARA, L.P. - 77-0560333, 1400 PARKMOOR AVENUE, SUITE 190, SAN JOSE, CA 95126	TO CONSTRUCT AND OPERATE A LOW-INCOME APARTMENT	CA	N/A	RELATED	-89,743.	849,056.		X	N/A	X	.05

Part IV Identification of Related Organizations Taxable as a Corporation or Trust (Complete if the organization answered "Yes" to Form 990, Part IV, line 34 because it had one or more related organizations treated as a corporation or trust during the tax year.)

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No

**INNVISION SHELTER NETWORK
(FORMERLY SHELTER NETWORK)**

Part V Transactions With Related Organizations (Complete if the organization answered "Yes" to Form 990, Part IV, line 34, 35b, or 36.)

Note. Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

- a** Receipt of (i) interest (ii) annuities (iii) royalties or (iv) rent from a controlled entity
- b** Gift, grant, or capital contribution to related organization(s)
- c** Gift, grant, or capital contribution from related organization(s)
- d** Loans or loan guarantees to or for related organization(s)
- e** Loans or loan guarantees by related organization(s)
- f** Dividends from related organization(s)
- g** Sale of assets to related organization(s)
- h** Purchase of assets from related organization(s)
- i** Exchange of assets with related organization(s)
- j** Lease of facilities, equipment, or other assets to related organization(s)
- k** Lease of facilities, equipment, or other assets from related organization(s)
- l** Performance of services or membership or fundraising solicitations for related organization(s)
- m** Performance of services or membership or fundraising solicitations by related organization(s)
- n** Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)
- o** Sharing of paid employees with related organization(s)
- p** Reimbursement paid to related organization(s) for expenses
- q** Reimbursement paid by related organization(s) for expenses
- r** Other transfer of cash or property to related organization(s)
- s** Other transfer of cash or property from related organization(s)

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of other organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved	Yes	No
1a						X
1b						X
1c						X
1d						X
1e						X
1f						X
1g						X
1h						X
1i						X
1j						X
1k						X
1l						X
1m						X
1n						X
1o						X
1p						X
1q						X
1r						X
1s						X
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						

Part VII Supplemental Information

Complete this part to provide additional information for responses to questions on Schedule R (see instructions)

PART III, IDENTIFICATION OF RELATED ORGANIZATIONS TAXABLE AS

PARTNERSHIP:

NAME OF RELATED ORGANIZATION:

HOMESAFE SAN JOSE, L.P.

PRIMARY ACTIVITY: TO CONSTRUCT AND OPERATE A LOW-INCOME APARTMENT
PROJECT.

NAME OF RELATED ORGANIZATION:

HOMESAFE SANTA CLARA, L.P.

PRIMARY ACTIVITY: TO CONSTRUCT AND OPERATE A LOW-INCOME APARTMENT
PROJECT.

Asset No	Description	Date Acquired	Method	Life	Line No	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
1	LAND	VARIESL				1580000.			1580000.			0.
2	BUILDING LEASEHOLD IMPROVEMENTS FURNITURE AND EQUIPMENT	VARIESL		30.00	16	2988472.			2988472.	1170142.		134,282.
3	IMPROVEMENTS FURNITURE AND EQUIPMENT	VARIESL		27.50	16	490,002.			490,002.	459,784.		17,818.
4	EQUIPMENT	VARIESL		7.00	16	345,597.			345,597.	345,597.		0.
6	FURNITURE AND EQUIPMENT	110103SL		5.00	16	110,425.			110,425.	110,425.		0.
7	BLACKBAUD SOFTWARE	110103SL		5.00	16	1,461.			1,461.	1,461.		0.
8	WATER HEATER	010104SL		7.00	16	2,138.			2,138.	2,136.		0.
9	BUILDING	063004SL		30.00	16	5614972.			5614972.	1512925.		187,166.
10	BUILDING	070104SL		30.00	16	2,059.			2,059.	551.		69.
11	ALARM SYSTEM LEASEHOLD IMPROVEMENTS FURNITURE AND EQUIPMENT	120104SL		15.00	16	25,516.			25,516.	12,758.		1,701.
12	IMPROVEMENTS FURNITURE AND EQUIPMENT	063005SL		15.00	16	1,382.			1,382.	644.		92.
13	EQUIPMENT	060105SL		5.00	16	4,179.			4,179.	4,179.		0.
14	FURNITURE AND EQUIPMENT	120104SL		5.00	16	276.			276.	276.		0.
15	OFFICE FURNITURE	090104SL		5.00	16	1,182.			1,182.	1,182.		0.
16	COMPUTER LEASEHOLD IMPROVEMENTS	110104SL		5.00	16	866.			866.	866.		0.
17	IMPROVEMENTS	063005SL		10.00	16	8,338.			8,338.	5,004.		834.
18	WINDOW GRILL FURNITURE AND EQUIPMENT	043006SL		10.00	16	6,000.			6,000.	3,600.		600.
19	EQUIPMENT	053005SL		5.00	16	2,803.			2,803.	2,802.		0.

228102 05-01-12 (D) - Asset disposed * ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction

2012 DEPRECIATION AND AMORTIZATION REPORT
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Asset No	Description	Date Acquired	Method	Life	Line No	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
20	FURNITURE AND EQUIPMENT	083105SL		5.00	16	427.			427.	427.		0.
21	FURNITURE AND EQUIPMENT	053006SL		5.00	16	884.			884.	884.		0.
22	FURNITURE AND EQUIPMENT	053006SL		5.00	16	808.			808.	807.		0.
23	COMPUTER SOFTWARE	063006SL		3.00	16	1,611.			1,611.	1,611.		0.
24	COMPUTER SOFTWARE	063006SL		3.00	16	150.			150.	150.		0.
25	RAISER'S EDGE LEASEHOLD	063006SL		3.00	16	41,494.			41,494.	41,495.		0.
26	IMPROVEMENTS	073106SL		15.00	16	100,000.			100,000.	47,737.		6,667.
27	IMPROVEMENTS	033107SL		15.00	16	14,734.			14,734.	4,420.		982.
28	IMPROVEMENTS	063007SL		15.00	16	4,453.			4,453.	1,485.		297.
29	IMPROVEMENTS	063007SL		15.00	16	3,383.			3,383.	1,128.		226.
30	IMPROVEMENTS	073106SL		15.00	16	25,000.			25,000.	12,094.		1,667.
31	ALARM SYSTEM LEASEHOLD	123106SL		15.00	16	1,009.			1,009.	336.		67.
32	IMPROVEMENTS	123106SL		15.00	16	1,500.			1,500.	550.		100.
33	IMPROVEMENTS	033107SL		15.00	16	45,000.			45,000.	15,750.		3,000.
34	IMPROVEMENTS	053107SL		15.00	16	53,138.			53,138.	18,302.		3,543.
35	IMPROVEMENTS	063007SL		15.00	16	10,000.			10,000.	3,334.		667.
36	IMPROVEMENTS	053107SL		15.00	16	26,025.			26,025.	8,964.		1,735.
37	FURNITURE AND EQUIPMENT	033107SL		5.00	16	107.			107.	100.		0.

228102
05-01-12

(D) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction

Asset No	Description	Date Acquired	Method	Life	Line No	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
38	FURNITURE AND EQUIPMENT	073106SL		5.00	16	310.			310.	253.		0.
39	FURNITURE AND EQUIPMENT	053107SL		5.00	16	3,070.			3,070.	3,019.		0.
40	FURNITURE AND EQUIPMENT	073106SL		5.00	16	1,272.			1,272.	1,037.		0.
41	FURNITURE AND EQUIPMENT	073106SL		5.00	16	783.			783.	640.		0.
42	FURNITURE AND EQUIPMENT	053107SL		5.00	16	124.			124.	124.		0.
43	FURNITURE AND EQUIPMENT	113006SL		5.00	16	356.			356.	314.		0.
44	FURNITURE AND EQUIPMENT	113006SL		5.00	16	4,600.			4,600.	4,063.		0.
45	COMPUTER	113006SL		5.00	16	846.			846.	747.		0.
46	COMPUTER	033107SL		5.00	16	4,881.			4,881.	4,636.		0.
47	COMPUTER	053107SL		5.00	16	3,662.			3,662.	3,600.		0.
48	COMPUTER	113006SL		5.00	16	2,538.			2,538.	2,243.		0.
49	VEHICLE	123106SL		5.00	16	29,700.			29,700.	28,215.		0.
50	RAISER'S EDGE	111507SL		5.00	16	6,583.			6,583.	6,036.		547.
52	VEHICLE-GM SUBURBAN LEASEHOLD	061508SL		2.00	16	7,225.			7,225.	7,225.		0.
53	IMPROVEMENTS LEASEHOLD	101507SL		15.00	16	26,590.			26,590.	8,272.		1,773.
54	IMPROVEMENTS LEASEHOLD	111507SL		15.00	16	26,590.			26,590.	8,126.		1,773.
55	IMPROVEMENTS LEASEHOLD	031508SL		15.00	16	90,000.			90,000.	25,500.		6,000.
56	IMPROVEMENTS LEASEHOLD	041508SL		15.00	16	7,138.			7,138.	1,983.		476.

228102 05-01-12 (D) - Asset disposed * ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction

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Asset No	Description	Date Acquired	Method	Life	Line No	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
57	FE-PROJECTS/GRANTS & ENDOW	071508SL		5.00	16	3,240.			3,240.	2,592.		648.
58	RAISER'S EDGE	111507SL		5.00	16	5,787.			5,787.	5,787.		0.
59	RAISER'S EDGE MX	081508SL		1.00	16	4,454.			4,454.	669.		0.
60	WATER HEATER	121508SL		7.00	16	5,490.			5,490.	2,744.		784.
61	BUILDING	091509SL		30.00	16	1,030.			1,030.	102.		34.
62	BUILDING	111509SL		30.00	16	2,604.			2,604.	261.		87.
63	BUILDING	091509SL		30.00	16	631.			631.	63.		21.
64	BUILDING	111509SL		30.00	16	1,596.			1,596.	159.		53.
65	REFRIGERATORS	111509SL		7.00	16	4,785.			4,785.	2,052.		684.
66	REFRIGERATORS	111509SL		7.00	16	2,933.			2,933.	1,257.		419.
67	VEHICLE - CHEVY VAN	071509SL		2.00	16	10,210.			10,210.	10,210.		0.
68	VEHICLE - HONDA CR-V	061510SL		2.00	16	8,365.			8,365.	8,365.		0.
69	VEHICLE - MONARCH TRUCK	031510SL		5.00	16	42,000.			42,000.	18,900.		8,400.
70	VEHICLE - SERRAMONTE FORD TRU	091509SL		5.00	16	28,000.			28,000.	15,400.		5,600.
71	VEHICLE - TOYOTA LAND CRUISER	120110SL		5.00	16	12,080.			12,080.	3,624.		2,416.
72	VEHICLE - HONDA ODYSSEY	030111SL		5.00	16	4,985.			4,985.	1,246.		997.
73	DATABASE TO REPLACE ACCESS	080110SL		5.00	16	47,588.			47,588.	19,036.		9,518.
74	FIRST STEP ALARM SYSTEM	051511SL		15.00	16	21,154.			21,154.	2,820.		1,410.

228102
05-01-12

(D) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction

2012 DEPRECIATION AND AMORTIZATION REPORT
FORM 990 PAGE 10

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Asset No	Description	Date Acquired	Method	Life	Line No	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
75	FURNITURE AND EQUIPMENT	070111	SL	5.00	16	37,398.			37,398.	7,480.		7,480.
76	LAPTOP FURNITURE AND EQUIPMENT	010912	SL	5.00	16	1,564.			1,564.	156.		313.
77	EQUIPMENT	040112	SL	5.00	16	19,719.			19,719.	986.		3,944.
78	(D) LAND	VARIABLES				922,281.			922,281.			0.
79	(D) BUILDING	VARIABLES		30.00	16	942,589.			942,589.	411,729.		0.
80	LAND - INNVISION BUILDING -	VARIABLES				3853879.			3853879.			0.
81	INNVISION LEASEHOLD	VARIABLES		30.00	16	11952624.			11952624.	4242587.		398,567.
82	IMPROVEMENTS - INNVISION FURNITURE AND	VARIABLES		15.00	16	232,562.			232,562.	100,500.		16,458.
83	EQUIPMENT - INNVISION VEHICLES -	VARIABLES		5.00	16	738,983.			738,983.	558,049.		86,392.
84	INNVISION	VARIABLES		5.00	16	109,300.			109,300.	109,300.		0.
85	DONATED CUBICLES FURNITURE AND	063013	SL	5.00	16	26,000.			26,000.			3,694.
86	EQUIPMENT - NETWORK	010113	SL	5.00	16	60,197.			60,197.			8,714.
87	VEHICLE BUILDING	063013	SL	5.00	16	27,478.			27,478.			0.
88	IMPROVEMENTS	063013	SL	30.00	16	2,399.			2,399.			0.
89	LOAN FEES	VARIABLES		48M	43	33,171.			33,171.	10,500.		8,077.
	* TOTAL 990 PAGE 10 DEPR & AMORT					30898735.		0.	30898735.	9436513.	0.	566,447.

4562

Form Department of the Treasury Internal Revenue Service (99)

Depreciation and Amortization (Including Information on Listed Property) 990

2012 Attachment Sequence No 179

See separate instructions. Attach to your tax return.

Name(s) shown on return: INNVISION SHELTER NETWORK (FORMERLY SHELTER NETWORK) Business or activity to which this form relates: FORM 990 PAGE 10 Identifying number: 77-0160469

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount (see instructions) 500,000. 2 Total cost of section 179 property placed in service (see instructions) 3 Threshold cost of section 179 property before reduction in limitation 2,000,000. 4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0- 5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions 6 (a) Description of property (b) Cost (business use only) (c) Elected cost 7 Listed property. Enter the amount from line 29 8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7 9 Tentative deduction. Enter the smaller of line 5 or line 8 10 Carryover of disallowed deduction from line 13 of your 2011 Form 4562 11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5 12 Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11 13 Carryover of disallowed deduction to 2013. Add lines 9 and 10, less line 12

Note: Do not use Part II or Part III below for listed property. Instead, use Part V

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year 15 Property subject to section 168(f)(1) election 16 Other depreciation (including ACRS) 558,370.

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17 MACRS deductions for assets placed in service in tax years beginning before 2012 18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here

Section B - Assets Placed in Service During 2012 Tax Year Using the General Depreciation System

Table with 7 columns: (a) Classification of property, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Rows include 3-year, 5-year, 7-year, 10-year, 15-year, 20-year, 25-year property, Residential rental property, and Nonresidential real property.

Section C - Assets Placed in Service During 2012 Tax Year Using the Alternative Depreciation System

Table with 7 columns: (a) Class life, (b) Month and year placed in service, (c) Basis for depreciation, (d) Recovery period, (e) Convention, (f) Method, (g) Depreciation deduction. Rows include 12-year and 40-year class life.

Part IV Summary (See instructions.)

21 Listed property. Enter amount from line 28 22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr. 558,370. 23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs

Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)
Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? <input type="checkbox"/> Yes <input type="checkbox"/> No		24b If "Yes," is the evidence written? <input type="checkbox"/> Yes <input type="checkbox"/> No							
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost	
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use							25		
26 Property used more than 50% in a qualified business use:									
		%							
		%							
		%							
27 Property used 50% or less in a qualified business use:									
		%				S/L -			
		%				S/L -			
		%				S/L -			
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28		
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29	

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

30 Total business/investment miles driven during the year (do not include commuting miles)	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?	Yes		No		Yes		No		Yes		No	
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons

37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?	Yes	No
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2012 tax year:					
43 Amortization of costs that began before your 2012 tax year					43 8,077.
44 Total. Add amounts in column (f). See the instructions for where to report					44 8,077.

Application for Extension of Time To File an Exempt Organization Return

EFiled

▶ **File a separate application for each return.**

- If you are filing for an **Automatic 3-Month Extension**, complete only **Part I** and check this box
- If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only **Part II** (on page 2 of this form).

Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868.

Electronic filing (e-file) You can electronically file Form 8868 if you need a 3-month automatic extension of time to file (6 months for a corporation required to file Form 990-T), or an additional (not automatic) 3-month extension of time. You can electronically file Form 8868 to request an extension of time to file any of the forms listed in Part I or Part II with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, which must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/efile and click on *e-file for Charities & Nonprofits*.

Part I Automatic 3-Month Extension of Time. Only submit original (no copies needed).

A corporation required to file Form 990-T and requesting an automatic 6-month extension - check this box and complete Part I only

All other corporations (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print	Name of exempt organization or other filer, see instructions. SHELTER NETWORK	Employer identification number (EIN) or 77-0160469
File by the due date for filing your return See instructions	Number, street, and room or suite no. If a P.O. box, see instructions. 1450 CHAPIN AVENUE, 2ND FLOOR	Social security number (SSN)
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. BURLINGAME, CA 94010	

Enter the Return code for the return that this application is for (file a separate application for each return)

01

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

JAMES BALL, VP FINANCE

- The books are in the care of ▶ **1450 CHAPIN AVENUE, 2ND FLOOR - BURLINGAME, CA 94010**

Telephone No. ▶ **650-685-5880**

FAX No ▶ _____

- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and EINs of all members the extension is for.

1 I request an automatic 3-month (6 months for a corporation required to file Form 990-T) extension of time until **FEBRUARY 15, 2014**, to file the exempt organization return for the organization named above. The extension is for the organization's return for
 ▶ calendar year _____ or
 ▶ tax year beginning **JUL 1, 2012**, and ending **JUN 30, 2013**.

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return Change in accounting period

3a If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Form 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

Caution. If you are going to make an electronic fund withdrawal with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form 8868 (Rev. 1-2013)

- If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only Part II and check this box **X**
- Note.** Only complete Part II if you have already been granted an automatic 3-month extension on a previously filed Form 8868.
- If you are filing for an **Automatic 3-Month Extension**, complete only Part I (on page 1).

Part II Additional (Not Automatic) 3-Month Extension of Time. Only file the original (no copies needed).

		Enter filer's identifying number, see instructions
Type or print	Name of exempt organization or other filer, see instructions	Employer identification number (EIN) or
File by the due date for filing your return See instructions	SHELTER NETWORK	77-0160469
	Number, street, and room or suite no. If a P.O. box, see instructions	Social security number (SSN)
	1450 CHAPIN AVENUE, 2ND FLOOR	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions.	
	BURLINGAME, CA 94010	

Enter the Return code for the return that this application is for (file a separate application for each return) 01

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01		
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

STOP! Do not complete Part II if you were not already granted an automatic 3-month extension on a previously filed Form 8868.

JAMES BALL, VP FINANCE

- The books are in the care of 1450 CHAPIN AVENUE, 2ND FLOOR - BURLINGAME, CA 94010
Telephone No. 650-685-5880 FAX No
- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and EINs of all members the extension is for.

- I request an additional 3-month extension of time until MAY 15, 2014.
- For calendar year _____, or other tax year beginning JUL 1, 2012, and ending JUN 30, 2013
- If the tax year entered in line 5 is for less than 12 months, check reason: Initial return Final return
 Change in accounting period
- State in detail why you need the extension
ADDITIONAL TIME REQUIRED TO COMPILE THE NECESSARY INFORMATION TO FILE A COMPLETE AND ACCURATE RETURN.

8a If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions	8a	\$	0.
b If this application is for Form 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit and any amount paid previously with Form 8868.	8b	\$	0.
c Balance due. Subtract line 8b from line 8a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System) See instructions.	8c	\$	0.

Signature and Verification must be completed for Part II only.

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete, and that I am authorized to prepare this form

Signature Marianne Kristofferson Title CPA Date 2/11/14

A0738844

FILED *WJL*
Secretary of State
State of California

1197478 SURV

MAR 28 2013

EFFECTIVE
DATE

MAR 31 2013

AGREEMENT OF MERGER

This Agreement of Merger (the "Agreement"), dated as of March 1, 2013 (the "Agreement Date"), is entered into between InnVision Shelter Network, a California nonprofit public benefit corporation ("IVSN"), and InnVision The Way Home, a California nonprofit public benefit corporation ("IV"). IVSN and IV are each known as a "Constituent Corporation" and collectively as the "Constituent Corporations." Capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to them on Exhibit A attached hereto.

RECITALS

WHEREAS, each of the Constituent Corporations are parties to that certain Alliance Agreement dated as of June 20, 2012 (the "Alliance Agreement").

WHEREAS, pursuant to the Alliance Agreement, the Constituent Corporations each undertook certain corporate governance changes to their respective businesses, including, but not limited to, the issuance by IV to IVSN of the sole membership in IV and the changing of IVSN's name from "Shelter Network" to "InnVision Shelter Network."

WHEREAS, the Board of Directors of each Constituent Corporation has determined that it would be advisable and in the best interests of such Constituent Corporation to enter into a merger transaction in which IV is merged with and into IVSN with IVSN as the surviving corporation of the merger, on the terms and subject to the conditions set forth in this Agreement.

WHEREAS, IVSN and IV desire to make certain representations, warranties, covenants and agreements in connection with the foregoing.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
THE MERGER

1.1. Statement of Merger. At the Effective Time (as defined in Section 1.4), IV shall be merged with and into IVSN (the "Merger"), the separate corporate existence of IV shall cease, the corporate existence of IVSN shall continue (IVSN in such capacity, the "Surviving Corporation") and the Surviving Corporation shall succeed to and assume all the rights and obligations of IV in accordance with the CCC

1.2. Closing. Unless this Agreement is earlier terminated in accordance with Section 6.1, the closing of the transactions contemplated hereby (the "Closing") shall take place (i) as promptly as practicable (and in any event within five (5) days) after the satisfaction or waiver of each of the conditions set forth in Article V (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) or (ii) at such other time and date as IVSN and IV may agree in writing. The Closing shall take place at the offices of Fenwick & West LLP, 555 California Street, San Francisco, California, or

at such other location as the parties hereto agree in writing. The date on which the Closing occurs is herein referred to as the "Closing Date."

1.3. Closing Deliveries.

(a) IVSN Deliveries. IVSN shall deliver to IV, at or prior to the Closing, each of the following:

(i) a certificate, dated as of the Closing Date, executed on behalf of IVSN, to the effect that the conditions set forth in Section 5.2(a) have been satisfied in full, and

(ii) an Officer's Certificate with respect to the Agreement containing the information required by Section 6014 of the CCC in substantially the form attached hereto as Exhibit B and duly executed on behalf of IVSN (the "IVSN Certificate of Approval").

(b) IV Deliveries. IV shall deliver to IVSN, at or prior to the Closing, each of the following.

(i) a certificate, dated as of the Closing Date, executed on behalf of IV, to the effect that the conditions set forth in Section 5.3(a) have been satisfied in full;

(ii) an Officer's Certificate with respect to the Agreement containing the information required by Section 6014 of the CCC in substantially the form attached hereto as Exhibit C and duly executed on behalf of IV (the "IV Certificate of Approval" and together with the IVSN Certificate of Approval, the "Certificates of Approval"); and

(iii) the consents identified on Schedule 1.3(b)(iii) hereto.

1.4. Filing of Agreement; Effective Time. Subject to the provisions of this Agreement, as soon as practicable on or after the Closing, IVSN shall file with the Secretary of State of the State of California (i) this Agreement, (ii) the IVSN Certificate of Approval, (iii) the IV Certificate of Approval and (iv) other appropriate documents executed by the parties in accordance with the relevant provisions of the CCC (such other documents collectively with this Agreement and the Certificates of Approval, the "Merger Documents"), and shall make all other filings or recordings required under the CCC to give effect to the Merger. The Merger shall become effective at such time and date as each of this Agreement and the Certificates of Approval has been duly filed with the Secretary of State of the State of California (the "Effective Time")

1.5. Effect of Merger. Upon the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the CCC. Without limiting the generality of the immediately preceding sentence, at the Effective Time, the corporate identity, existence, purposes, powers, rights, and immunities of IV shall be merged into and vested in IVSN, the separate corporate existence of IV shall cease and, except as otherwise provided in this Agreement, the corporate identity, existence, purposes, powers, rights, and immunities of IVSN shall continue unaffected and unimpaired by the Merger. IVSN shall be subject to all of IV's debts, liabilities, duties and trust obligations (including any restriction enforceable as of the Closing against IV under any grant or gift to IV prior to Closing) in the same manner as if IVSN

had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each Constituent Corporation shall be preserved unimpaired, provided, however, that liens and trust obligations on the property of IV, if any, shall be limited to the property encumbered by such liens and obligations immediately before the Effective Time

1.6. **Approvals and Consents.** This Merger is subject to receipt of the approval of any Person required by applicable Legal Requirements or by the Articles of Incorporation or Bylaws of IVSN or IV or needed to gain or maintain IVSN's tax-exempt status. If such approval or approvals are not obtained, this Agreement may be terminated with the approval of the terminating party's Board of Directors, as provided in Section 6.1.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF IV

Subject to such exceptions as are disclosed in the disclosure letter of IV delivered to IVSN concurrently with the parties' execution of this Agreement (the "IV Disclosure Letter") (each of which disclosures shall relate to and qualify the Section or subsection of this Article II set forth on the corresponding numbered or lettered section of the IV Disclosure Schedule and any other representation and warranty if the applicability of such disclosure is readily apparent on its face), IV represents and warrants to IVSN as follows:

2.1. **Organization; Standing; Power.** IV is a California nonprofit public benefit corporation with IVSN as its sole statutory member, duly formed, validly existing and in good standing under the CCC with the California Secretary of State and the California Franchise Tax Board. IV has the corporate power to own its properties and to conduct its business as now being conducted and is duly qualified to do business and is in good standing in each jurisdiction where the failure to be so qualified and in good standing would reasonably be expected to result in any Liability that is material to IV. IV is not in violation of any of the provisions of its Articles of Incorporation or Bylaws.

2.2. **Authority; Non-Contravention.** IV has all requisite corporate power and authority to enter into this Agreement and to consummate the Merger. The execution and delivery of this Agreement and the consummation of the Merger have been duly authorized by IV's Board of Directors. This Agreement has been duly executed and delivered by IV and constitutes the valid and binding obligation of IV enforceable against IV in accordance with its terms. The execution and delivery of this Agreement by IV does not, and the consummation of the Merger will not, conflict with, or give rise to a right of termination or acceleration of any obligation or loss of benefit under, or require any consent from any Person pursuant to, (A) any provision of the Articles of Incorporation or Bylaws of IV, (B) any IV Material Contract, including any IV Restricted Award Agreements (each as defined below), or (C) any Legal Requirements applicable to IV. No consent, or authorization of, or filing with, any Governmental Entity is required by or with respect to IV in connection with the execution and delivery of this Agreement or the consummation of the Merger, except for (i) the filing of this Agreement and the Certificates of Approval with the California Secretary of State, as provided in Section 1.4 and (ii) compliance with the AG Notification Requirement.

2.3. Litigation. There is no Legal Proceeding pending against IV or any of its assets or properties or any of its directors, officers or employees (in their capacities as such or relating to their employment, services or relationship with IV), nor, to the knowledge of IV, is there any reasonable basis for any such Legal Proceeding. There is no judgment, decree, injunction or order against IV, any of its assets or properties, or, to the knowledge of IV, any of its directors, officers or employees (in their capacities as such or relating to their employment, services or relationship with IV). Since January 1, 2005, IV has not received any written communication asserting any claim which, if asserted in a Legal Proceeding, could reasonably be deemed to be material to IV, including any claim of infringement, misappropriation or violation of the Intellectual Property Rights of any third Person, or of defamation or libel, invasion of privacy, breach of confidentiality or other claim arising out of any reporting of IV.

2.4. Material Contracts: Restrictions on Activities.

(a) Except for this Agreement and the Contracts specifically identified in Schedule 2.4(a) of the IV Disclosure Letter, as of the Agreement Date, IV is not a party to or bound by any of the following Contracts (each an "IV Material Contract"):

(i) any Contract that shall not have expired in accordance with its terms on or before the Agreement Date, pursuant to which IV has received a gift or grant that contains a restriction on the use of the funds made available by such gift or grant (each an "IV Restricted Award Agreement") and Schedule 2.4(a)(i) of the IV Disclosure Letter identifies the nature of the restriction and the status of such gift or grant of each IV Restricted Award Agreement listed thereon;

(ii) any mortgage, promissory note, loan agreement or other Contract for the borrowing of money or any Contract of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the Liabilities or indebtedness of any other Person;

(iii) any Contract pursuant to which IV is a lessor or lessee of any real property or any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property involving in excess of \$10,000 per annum,

(iv) any Contract with any broker, advisor or similar party, or any accountant, legal counsel or other Person currently retained by IV; or

(v) any Contract pursuant to which rights of any third Person are triggered or become exercisable, or under which any other consequence, result or effect arises, in connection with or as a result of the execution of this Agreement or the performance of IV's obligations hereunder, either alone or in combination with any other event that has occurred as of the Agreement Date.

(b) There exists no default, occurrence, condition or act, with respect to IV or, as of the Agreement Date and to the knowledge of IV, with respect to any other contracting party, which (with or without notice or lapse of time) would reasonably be expected to (i) become a default under any IV Material Contract or (ii) give any third Person the right to declare a default or exercise any remedy under any IV Material Contract or the right to cancel,

terminate or modify any IV Material Contract. IV has not received any written communication (x) asserting a material violation of any IV Material Contract which claimed violation remains unresolved between IV and any counterparty to the IV Material Contract or (y) indicating that any Material Contract, including without limitation any IV Restricted Award Agreement, will be terminated by the counterparty on or after the Closing.

(c) Upon the Closing, except as set forth in Schedule 2.4(c) of the IV Disclosure Letter, IV's Articles of Incorporation or Bylaws, the CCC or the Code, there is no Contract, judgment, injunction, order or decree or Legal Requirement binding upon IV that has or would reasonably be expected to have the effect of prohibiting, restricting or impairing any current business practice of IV, any acquisition of property by IV or the conduct or operation of the business of IV or limiting the freedom of IV to engage in any line of business, to sell, license or otherwise distribute services or products in any market or geographic area, or to compete with any Person.

2.5. Compliance with Laws; Government Permits. Since January 1, 2005, IV has complied in all material respects with, is not in violation of, and has not received any written notices of violation with respect to, any Legal Requirement with respect to the conduct of its business or the ownership of its property. To the knowledge of IV, since January 1, 2005, no event has occurred, and no condition or circumstance exists, that will (with or without notice or lapse of time) constitute or result in a material violation by IV of, or a failure on the part of IV to comply with, any Legal Requirement. IV has obtained each material governmental consent, license, permit, or other authorization of a Governmental Entity (all of the foregoing consents, licenses, permits, grants, and other authorizations, collectively, the "Governmental Authorizations") required for the operation of IV's business, and all Governmental Authorizations of IV are in full force and effect. IV has not received any written communication from any Governmental Entity asserting any violation, revocation, cancellation or suspension of any Governmental Authorization of IV.

2.6. Title to Assets; No Encumbrances. IV has good and valid title to all of its properties and assets reflected on the IV Balance Sheet or acquired after the date of the IV Balance Sheet (except properties and assets, or interests in properties and assets, sold or otherwise disposed of since the date of the IV Balance Sheet in the ordinary course of business consistent with past practice), or, with respect to leased properties and assets, valid leasehold interests in such properties and assets which afford IV valid leasehold possession of the properties and assets that are the subject of such leases, in each case, free and clear of all Encumbrances, other than (i) restrictions set forth in the Articles of Incorporation of IV; (ii) restrictions set forth in the CCC and the Code, each as applicable to IV, (iii) restrictions imposed on use of grants or gifts to IV in IV Restricted Award Agreements, (iv) Encumbrances for taxes that are not yet due and payable or that are being contested in good faith by appropriate proceedings diligently pursued or (v) Encumbrances in respect of pledges or deposits under workers' compensation laws or similar legislation, landlords, carriers', mechanics', warehousemen's, materialmen's, and other similar liens arising under Legal Requirements in the ordinary course of business relating to obligations as to which there is no default on the part of IV, provided that such Encumbrances secure only amounts that are not yet due and payable or that are being contested in good faith by appropriate proceedings diligently pursued. No event has occurred which (with or without notice or lapse of time) constitutes a breach by IV under any

lease of real property pursuant to which IV is a tenant or, to the knowledge of IV, a breach by the landlord under any such lease.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF IVSN

Subject to such exceptions as are disclosed in the disclosure letter of IVSN delivered to IV concurrently with the parties' execution of this Agreement (the "IVSN Disclosure Letter") (each of which disclosures shall relate to and qualify the Section or subsection of this Article III set forth on the corresponding numbered or lettered section of the IVSN Disclosure Schedule and any other representation and warranty if the applicability of such disclosure is readily apparent on its face), IVSN represents and warrants to IV as follows:

3.1. **Organization; Standing; Power.** IVSN is a California nonprofit public benefit corporation with no statutory members, duly formed, validly existing and in good standing under the CCC with the California Secretary of State and the California Franchise Tax Board. IVSN has the corporate power to own its properties and to conduct its business as now being conducted and is duly qualified to do business and is in good standing in each jurisdiction where the failure to be so qualified and in good standing would reasonably be expected to result in any Liability that is material to IVSN. IVSN is not in violation of any of the provisions of its Articles of Incorporation or Bylaws.

3.2. **Authority; Non-Contravention.** IVSN has all requisite corporate power and authority to enter into this Agreement and to consummate the Merger. The execution and delivery of this Agreement and the consummation of the Merger have been duly authorized by IVSN's Board of Directors. This Agreement has been duly executed and delivered by IVSN and constitutes the valid and binding obligation of IVSN enforceable against IVSN in accordance with its terms. The execution and delivery of this Agreement by IVSN does not, and the consummation of the Merger will not, conflict with, or give rise to a right of termination or acceleration of any obligation or loss of benefit under, or require any consent from any Person pursuant to (A) any provision of the Articles of Incorporation or Bylaws of IVSN, or (B) any Legal Requirements applicable to IVSN. No consent, or authorization of, or filing with, any Governmental Entity (other than compliance with the AG Notification Requirement) is required by or with respect to IVSN in connection with the execution and delivery of this Agreement or the consummation of the Merger, except for (i) the filing of this Agreement and the Certificates of Approval with the California Secretary of State, as provided in Section 1.4 and (ii) compliance with the AG Notification Requirement.

3.3. **Material Contracts: Restrictions on Activities.**

(a) There exists no default, occurrence, condition or act, with respect to IVSN or, as of the Agreement Date and to the knowledge of IVSN, with respect to any other contracting party, which (with or without notice or lapse of time) would reasonably be expected to (i) become a default under any Contract to which IVSN is a party or to which any of its properties or assets are bound that is material to the business or operations of IVSN ("IVSN Material Contract") or (ii) give any third Person the right to declare a default or exercise any remedy under any IVSN Material Contract or the right to cancel, terminate or modify any IVSN

Material Contract. IVSN has not received any written communication (x) asserting a material violation of any IVSN Material Contract which claimed violation remains unresolved between IVSN and any counterparty to the IVSN Material Contract or (y) indicating that any IVSN Material Contract will be terminated by the counterparty on or after the Closing.

(b) Upon the Closing, except as set forth in Schedule 3.3(b) of the IVSN Disclosure Letter, IVSN's Articles of Incorporation or Bylaws, the CCC or the Code, there is no Contract, judgment, injunction, order or decree or Legal Requirement binding upon IVSN that has or would reasonably be expected to have the effect of prohibiting, restricting or impairing any current business practice of IVSN, any acquisition of property by IVSN or the conduct or operation of the business of IVSN or limiting the freedom of IVSN to engage in any line of business, to sell, license or otherwise distribute services or products in any market or geographic area, or to compete with any Person.

ARTICLE IV COVENANTS

4.1. Conduct of Business. During the period from the Agreement Date and continuing until the earlier of the termination of this Agreement or the Effective Time, each Constituent Corporation shall conduct its business in the ordinary course in substantially the same manner in all material respects as heretofore conducted (except to the extent expressly provided otherwise in this Agreement or as consented to in writing by the other Constituent Corporation) and in compliance with all applicable Legal Requirements.

4.2. Prohibited Activities of Constituent Corporations. During the period from the Agreement Date and continuing until the earlier of the termination of this Agreement and the Effective Time, neither Constituent Corporation shall, without the prior written consent of the other Constituent Corporation, such consent not to be unreasonably withheld:

- (a) amend its Articles of Incorporation or Bylaws; or
- (b) take or agree to take any other action which would reasonably be expected to make any of such Constituent Corporation's representations or warranties contained in this Agreement untrue or incorrect or prevent such Constituent Corporation from performing one or more covenants required hereunder to be performed by such Constituent Corporation on or before the Closing.

4.3. Confidentiality. The Constituent Corporations acknowledge that IV and IVSN have previously executed a confidentiality agreement dated October 12, 2011 (the "Confidentiality Agreement") which shall continue in full force and effect in accordance with its terms.

4.4. Regulatory Approval: Nonprofit Counsel Information; Reasonable Efforts

- (a) Each Constituent Corporation shall promptly execute and file, or join in the execution and filing of, any application or notification necessary to obtain the authorization, approval or consent of any Governmental Entity (including the AG Notification Requirement), which may be reasonably required in connection with the consummation of the Merger and use

commercially reasonable efforts to respond to any requests for information from any Governmental Entity with respect to the Merger. Without limiting the generality of the immediately preceding sentence, promptly (and in no event more than two Business Days) after the Agreement Date, each Constituent Corporation shall deliver to counsel to IVSN (identified in Section 7.2), an Officer's Certificate, executed by an authorized officer of the Constituent Corporation, verifying the resolutions of such Constituent Corporation's Board of Directors approving this Agreement and the Merger (the "Officer's Certificate"). Promptly after receipt of the Officers' Certificates, IVSN shall cause the Notice to be filed with the California Attorney General together with all documents required by the CCC or rules and regulations enacted thereunder to fulfill the AG Notification Requirement.

(b) Each Constituent Corporation agrees to use its commercially reasonable efforts, and to reasonably cooperate with the other Constituent Corporation to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, appropriate or desirable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated hereby, including the satisfaction of the respective conditions set forth in Article V, and including the execution and delivery of such other instruments and performance of such other acts and things as may be necessary or reasonably desirable for effecting completely the consummation of the Merger and the other transactions contemplated hereby.

ARTICLE V CLOSING CONDITIONS

5.1. Conditions to Obligations of Each Constituent Corporation to the Merger.

The respective obligations of each Constituent Corporation to consummate the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing of each of the following conditions:

(a) Illegality. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the Merger shall be in effect, nor shall any action have been taken by any Governmental Entity seeking any of the foregoing, and no statute, rule, regulation or order shall have been enacted, entered, enforced or deemed applicable to the Merger, which makes the consummation of the Merger illegal.

(b) Governmental Approvals. IVSN and IV shall have timely obtained from each Governmental Entity all approvals, waivers and consents (including, if applicable, a letter from the AG with respect to the expiration of the 20 day period in Section 6010(b) of the CCC without any objection from the AG to the Merger), necessary for consummation of, or in connection with, the Merger and the other transactions contemplated hereby.

5.2. Additional Conditions to Obligations of IV. The obligations of IV to consummate the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing of each of the following conditions (it being understood that each such condition is solely for the benefit of IV and may be waived by IV in writing in its sole discretion without notice or Liability to any Person):

(a) Representations, Warranties and Covenants. The representations and warranties of IVSN in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or material adverse effect, which representations and warranties as so qualified shall be true and correct in all respects) on and as of the date hereof and on and as of the Closing Date as though such representations and warranties were made on and as of such date (except for representations and warranties which address matters only as to a specified date, which representations and warranties shall be true and correct in all material respects with respect to such specified date). IVSN shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it at or prior to the Closing

(b) Receipt of Closing Deliveries. IV shall have received each of the agreements, instruments and other documents set forth in Section 1.3(a).

5.3. Additional Conditions to the Obligations of IVSN. The obligations of IVSN to consummate the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing of each of the following conditions (it being understood that each such condition is solely for the benefit of IVSN and may be waived by IVSN in writing in its sole discretion without notice or Liability to any Person):

(a) Representations, Warranties and Covenants. The representations and warranties of IV in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or material adverse effect, which representations and warranties shall be true and correct in all respects) on and as of the date hereof and on and as of the Closing Date as though such representations and warranties were made on and as of such date (except for representations and warranties which address matters only as to a specified date, which representations and warranties shall be true and correct in all material respects with respect to such specified date). IV shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by IV at or prior to the Closing.

(b) Receipt of Closing Deliveries IVSN shall have received each of the agreements, instruments and other documents set forth in Section 1.3(b).

ARTICLE VI TERMINATION

6.1. Termination or Abandonment. This Agreement may be terminated and the Merger abandoned at any time before the Effective Time as follows:

(a) by the mutual consent of the respective Boards of Directors of IV and IVSN; or,

(b) by either IVSN or IV, if the Closing shall not have occurred on or before June 30, 2013 or such later date that IV and IVSN may agree upon in writing (as may be extended, the "Termination Date"); provided, however, that (i) the right to terminate this

Agreement under this clause (b) of Section 6.1 shall not be available to any party whose breach of this Agreement has resulted in the failure of the Closing to occur on or before the Termination Date; or

(c) by either IV or IVSN, if any permanent injunction or other order of a Governmental Entity of competent authority preventing the consummation of the Merger shall have become final and nonappealable.

In the event of termination under subsection (a), this Agreement shall terminate on the date upon which each Constituent Corporation shall have received a certified copy of a resolution adopted by the Boards of Directors of the other Constituent Corporation consenting to termination, and in the case of termination under subsection (b) or (c), this Agreement shall terminate on the date upon which a certified copy of a resolution adopted by the Board of Directors of the Constituent Corporation terminating this Agreement is delivered to the other Constituent Corporation. If termination occurs as provided in this Section, neither IV nor IVSN or their respective Boards of Directors, officers, employees or agents shall be liable to the other party or its Boards of Directors.

ARTICLE VII MISCELLANEOUS

7.1. **No Survival of Representations and Warranties and Covenants.** Upon the earlier to occur of (i) the Closing, and (ii) the termination of this Agreement, the representations and warranties of each of IV and IVSN contained in this Agreement, their respective Disclosure Letters and the other certificates contemplated hereby shall expire, and thereafter no claim may be brought by or on behalf of either Constituent Corporation arising out of or resulting from this Agreement or the Merger, absent fraud, intentional misrepresentation or willful breach.

7.2. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with confirmation of receipt) to the parties hereto at the following address (or at such other address for a party as shall be specified by like notice):

(i) if to IVSN, to:

InnVision Shelter Network
1450 Chapin Avenue, 2nd Floor
Burlingame, CA 94010
Attention: Karae Lisle
Facsimile No.: (650) 685-5881

With a copy (which shall not constitute notice) to:

Fenwick & West LLP
555 California Street
San Francisco, California 94104
Attention: David Michaels, Esq
Facsimile No.: (415) 875-2455

(ii) if to IV, to:

InnVision The Way Home
1450 Chapin Avenue, 2nd Floor
Burlingame, CA 94010
Attention: Rodney A Ferguson
Facsimile No.: (408) 271-1798

7.3. Necessary Acts. Further Assurances. Upon written request of either Constituent Corporation, the other Constituent Corporation shall execute and deliver any documents and instruments and take any actions as may be reasonably desirable or necessary to consummate the transactions contemplated hereby, to vest in IVSN from and after the Effective Time, the title to and possession of all rights, properties, assets, trusts, debts, liabilities, obligations and business of IV, or otherwise to carry out the full intent and purpose of this Agreement.

7.4. Amendments. Amendments to this Agreement may be made only by a writing signed by two duly authorized officers of each Constituent Corporation and approved by the Board of Directors of such Constituent Corporation. Any amendment that would change any principal term of the Agreement must be approved by any other Person (including any Governmental Entity) legally entitled to vote on, or give consent to, the original Agreement

7.5. Severability. If any term or other provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect.

7.6. Assignment: Binding on Successors. This Agreement and each of the rights and duties hereunder may not be assigned, in whole or in part, by either Constituent Corporation, without the express written consent of the other Constituent Corporation, which consent may be granted or withheld in the sole discretion of such other Constituent Corporation. This Agreement shall inure to the benefit of and bind not only the parties but also their successors and permitted assigns.

7.7. Governing Law. This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State of California, without reference to conflicts or choice of law provisions.

7.8. Headings: Construction. The section headings used in this Agreement are intended only for convenience and are not to be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement. The term "including" shall not be limiting. Each Constituent Corporation has been represented by counsel in connection with the drafting and negotiation of this Agreement, and this Agreement has been

prepared jointly by the parties. This Agreement shall not be construed against any party by reason of any rule of construction interpreting ambiguities in agreements against the drafter thereof.

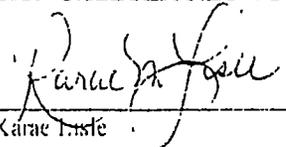
7.9. Entire Agreement. This Agreement, including the attached Exhibits which are fully incorporated herein, constitutes the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous oral or written understandings or communications between the parties

7.10. Counterparts: Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages to this Agreement may be delivered by fax or in .pdf format, and delivery by a Constituent Corporation of a duly executed signature page to the other Constituent Corporation shall have the same legal effect as if the original of such signature page had been delivered to the receiving Constituent Corporation.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

INNVISION SHELTER NETWORK

By: 
Name: Karae Tinsle
Its: President

By: _____
Name: Stevan Luzaich
Its: Secretary

INNVISION THE WAY HOME

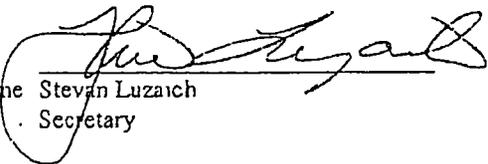
By: _____
Name: Rodney A. Ferguson
Its: President

By: _____
Name: Matthew Bahls
Its: Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

INNVISION SHELTER NETWORK

By. _____
Name: Karas Lisle
Its President

By. 
Name Stevan Luzaich
Its Secretary

INNVISION THE WAY HOME

By. _____
Name: Rodney A. Ferguson
Its President

By. _____
Name Matthew Bahls
Its Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

INNVISION SHELTER NETWORK

By: _____
Name: Karae Lisle
Its: President

By: _____
Name: Stevan Luzaich
Its: Secretary

INNVISION THE WAY HOME

By: 
Name: Rodney A. Ferguson
Its: President

By: _____
Name: Matthew Bahls
Its: Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

INNVISION SHELTER NETWORK

By _____
Name: Karac Lisle
Its: President

By _____
Name: Stevan Luzaich
Its: Secretary

INNVISION THE WAY HOME

By _____
Name: Rodney A. Ferguson
Its: President

By _____
Name: Matthew Bahls
Its: Secretary

Exhibit A

Definitions

As used in this Agreement, the following terms shall have the meanings indicated below.

"AG" means the California Attorney General.

"AG Notification Requirement" means the required filing of the 20-days' notice letter with the California Attorney General, along with the Merger Agreement and attachments, as required under Section 6010(b) of the CCC for the consummation of the Merger.

"Business Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in San Francisco, California.

"CCC" means the California Corporations Code, as it may be amended from time to time, which contains the California Nonprofit Corporation Law applicable to California public benefit corporations

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Contract" means any written or oral legally binding contract or undertaking of any nature (including leases, licenses, mortgages, notes, guarantees, sublicenses, subcontracts, letters of intent and purchase orders) as of the Agreement Date or as may hereafter be in effect.

"Encumbrance" means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, title retention device, conditional sale or other security arrangement, collateral assignment, claim, charge, adverse claim of title, ownership or right to use, restriction or other encumbrance of any kind in respect of such asset.

"GAAP" means United States generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, that are applicable to the circumstances of the date of determination, consistently applied.

"Governmental Entity" means any supranational, national, state, municipal, local or foreign government, any court, tribunal, arbitrator, administrative agency, commission or other governmental official, or instrumentality.

"Intellectual Property" means (A) Intellectual Property Rights; and (B) Proprietary Information and Technology.

"Intellectual Property Rights" means any and all of the following and all rights in, arising out of, or associated therewith, throughout the world: patents, utility models, and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights in inventions and discoveries anywhere in the world, including invention disclosures, common law and statutory rights associated with trade secrets, confidential and proprietary information, and know how, industrial designs and any registrations and applications therefor, trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications, and any and all goodwill associated with and symbolized by the foregoing items, Internet domain name applications and registrations, Internet and World Wide

Web URLs or addresses, copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto, moral and economic rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing and all tangible embodiments of the foregoing.

"Legal Proceeding" means a private or governmental action, suit, proceeding, claim, mediation, arbitration or investigation pending before any Governmental Entity.

"Legal Requirements" means any federal, state, foreign, local, municipal or other law, statute, ordinance or regulation, principle of common law, court decree, ruling, or requirement issued, enacted, adopted, promulgated or implemented by or under the authority of any Governmental Entity and any orders, writs, injunctions, awards, judgments and decrees applicable to a Constituent Corporation or to any of its assets, properties or businesses.

"Liabilities" means all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, asserted or unasserted, known or unknown, including those arising under any law, action or governmental order and those arising under any Contract, regardless of whether such debt, liability or obligation would be required to be disclosed on a balance sheet prepared in accordance with GAAP.

"Notice" means the notice to the California Attorney General required pursuant to Section 6010(b) of the CCC.

"Person" means any natural person, company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, trust, estate, proprietorship, joint venture, business organization or Governmental Entity.

"Proprietary Information and Technology" means any and all of the following: works of authorship, computer programs, source code and executable code, assemblers, applets, compilers, user interfaces, application programming interfaces, protocols, architectures, documentation, annotations, comments, designs, files, records, schematics, emulation and simulation tools and reports, data, data structures, data compilations and collections, inventions (whether or not patentable), invention disclosures, discoveries, improvements, technology, proprietary and confidential ideas and information, know-how and information maintained as trade secrets, tools, concepts, techniques, methods, processes, formulae, patterns, algorithms and specifications, customer lists and supplier lists and any and all instantiations or embodiments of the foregoing or any Intellectual Property Rights in any form and embodied in any media.

"Tax" (and, with correlative meaning, **"Taxes"** and **"Taxable"**) means (i) any net income, alternative or add-on minimum tax, gross income, estimated, gross receipts, sales, use, ad valorem, value added, transfer, franchise, fringe benefit, capital stock, profits, license, registration, withholding, payroll, social security (or equivalent), employment, unemployment, disability, excise, severance, stamp, occupation, premium, property (real, tangible or intangible), environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount (whether disputed or not) imposed by any Governmental Entity responsible for the imposition of any such tax (domestic or foreign) (each, a **"Tax Authority"**), (ii) any Liability for the payment of any amounts of the type described in clause (i) of this

definition as a result of being a transferee of or successor to any Person or as a result of any express or implied obligation to assume such Taxes or to indemnify any other Person.

"Tax Return" means any return, statement, report or form (including estimated Tax returns and reports, withholding Tax returns and reports, any schedule or attachment, and information returns and reports) required to be filed with respect to Taxes, including any information returns (such as those on Form 990).

Schedule 1.3(b)(iii)

Required Consents

Loans, grants and/or promissory notes and all related agreements thereto, including but not limited to Loan Agreements, Promissory Notes, Deeds of Trust, Hazardous Materials Agreements, Affordability Restrictions and Disposition and Development Agreements, held by the following lenders and associated with certain properties operated by IV:

<u>Lender</u>	<u>Date</u>	<u>Property Title</u>
City of Mountain View	August 30, 2004, as amended July 12, 2006	Graduate House
City of San Jose	May 29, 1987	CSI (Commercial Street Inn)
	November 16, 1995	MSI (Montgomery Street Inn)
	August 24, 2007	JSI (Julian Street Inn)
	May 1, 2006	Hester Gardens
	June 19, 2009	InnVision Villa Project
Comerica Bank	August 1, 2010	GTC (Georgia Travis Center)
County of San Mateo	September 18, 2001	CMA
County of Santa Clara	February 7, 1995	Graduate House
	February 27, 2011	Stevens House
	July 25, 1995, as amended July 25, 2005	MSI (Montgomery Street Inn)
Heritage Bank	April 25, 1997, renewed May 3, 2007	MSI (Montgomery Street Inn)
Housing Trust (LCD)	December 15, 2005	Hester Gardens
Wells Fargo Bank	January 13, 2010	Hester Gardens
Sheri Kerr	December 9, 2011	Alexander House

Exhibit B

IVSN Certificate of Approval

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
INNVISION SHELTER NETWORK

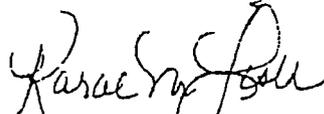
Karae Lisle and Stevan Luzaich certify that:

- 1 They are the President and Secretary, respectively, of InnVision Shelter Network, a California nonprofit public benefit corporation.
2. The Agreement of Merger in the form attached has been approved by the Board of Directors of this corporation.
3. The corporation has no members.
4. No additional approval of the Agreement of Merger is required.
5. The Attorney General of the State of California has been given prior written notice of this merger.
6. The Agreement of Merger shall take effect on March 31, 2013.

[Signature Page Follows]

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date. March 28, 2013



Karae Lisle, President

Date. _____, 2013

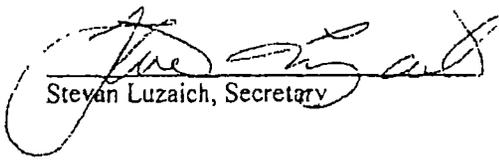
Stevan Luzaich, Secretary

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: _____, 2013

Karae Lisle, President

Date: March 28, 2013



Stevan Luzaich, Secretary

Exhibit C

IV Certificate of Approval

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
INNVISION THE WAY HOME

Rodney A. Ferguson and Matthew Bahls do certify that:

1. They are the President and Secretary, respectively, of InnVision The Way Home, a California nonprofit public benefit corporation.
2. The Agreement of Merger in the form attached has been approved by the Board of Directors of this corporation.
3. There is only one class of members and the total number of members of the corporation entitled to vote on the merger is one.
4. No additional approval of the Agreement of Merger is required.
5. The Attorney General of the State of California has been given prior written notice of this merger.
6. The Agreement of Merger shall take effect on March 31, 2013

[Signature Page Follows]

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: _____, 2013

Rodney A. Ferguson, President

Date: March 28, 2013

Matthew R. Bell
Matthew Bahls, Secretary

[Faint, illegible text]

[Faint, illegible text]

|



I hereby certify that the foregoing
transcript of 28 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

MAR 29 2013

Date: _____

Debra Bowen
DEBRA BOWEN, Secretary of State