DOUGLAS COUNTY, NV

2018-919651

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TICOR TITLE - RENO (COMMERCIAL)

KAREN ELLISON, RECORDER

APN # 1420-07-618-002 Escrow No. 01606891-CD

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Pursuant to NRS 239b.030)

Recording Requested by and Return to: Ticor Title of Nevada, Inc. 5441 Kietzke Lane, Suite 100 Reno, NV 89511

# Modification/Release and Assumption Agreement (Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

## MODIFICATION/RELEASE AND ASSUMPTION AGREEMENT

THIS MODIFICATION/RELEASE AND ASSUMPTION AGREEMENT (this "Agreement") is made, as of September 4, 2018, by and among Highland at Vista, LLC, a Nevada limited liability company (the "Owner"); The Badger Group, LLC, a Nevada limited liability company ("Prior Owner"); Centennial Mortgage, Inc., a Missouri corporation (the "Lender"); and the Secretary of Housing and Urban Development, Washington, D.C., acting by and through the Federal Housing Commissioner (the "Secretary" or "HUD"), under certain provisions of the National Housing Act, as amended.

## **RECITALS**

- A. Owner, as assignee of CPLC Nevada, Inc., and Prior Owner have entered into that certain Purchase and Sale Contract effective January 5, 2017, as amended (the "Purchase Agreement"), pursuant to which the Prior Owner agreed to sell, and the Owner agreed to purchase, all of that certain real property located in the City of Carson, County of Douglas, in the State of Nevada, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property"), on which is constructed that certain rental apartment project located at 3501 Vista Grande Blvd., Carson City, Nevada 89705 known as Highland Manor Apartments, FHA Project No. 125-11121 (the "Project" and, together with the Real Property, the "Property").
- B. The Property is encumbered by that certain first lien mortgage loan (the "Loan") made to Prior Owner by Lender, which Loan is evidenced and/or secured by that certain Note (Multistate) dated December 1, 2015, in the original principal amount of \$2,745,900.00 (the "Note"), that certain Multifamily Deed of Trust, Assignment of Rents and Security Agreement of even date therewith and recorded on December 14, 2015 in the Official Records of Douglas County, Nevada (the "Land Records") as Instrument No. 2015-874016 (the "Deed of Trust"), those certain UCC-1 Financing Statements filed in the Land Records and with the Nevada Secretary of State showing Prior Owner (as debtor) and Lender (as secured party), and all other instruments executed in connection with the Loan (collectively the "Loan Documents").
- C. The Loan is insured by the Secretary under Section 207/223(f) pursuant to 223(a)(7) of the National Housing Act, as amended. In connection therewith, the Prior Owner and the Secretary executed that certain Regulatory Agreement for Multifamily Projects dated December 1, 2015, and recorded on December 14, 2015 in the Land Records as Instrument No. 2015-874017 (the "Regulatory Agreement"). The Regulatory Agreement is incorporated by reference into and made a part of the Deed of Trust.
- D. Owner has agreed to assume the Prior Owner's obligations under the Note, Deed of Trust, Regulatory Agreement and other Loan Documents (collectively the "Assumed Documents" and individually referred to herein as an "Assumed Document") pursuant to the terms of this Agreement, and the Prior Owner shall be released of its obligations under the Assumed Documents as of the date hereof, both with the Lender's and the Secretary's consent thereto, as set forth herein.

E. Pursuant to the Purchase Agreement, the Prior Owner has, as of the date hereof, conveyed to the Owner all of the Prior Owner's right, title and interest in and to the Property and the Owner has entered into the Assumed Documents with the Lender and the Secretary, respectively.

NOW, THEREFORE, in consideration of the foregoing premises, the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

1. <u>Incorporation of Recitals</u>. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

## 2. Release and Assumption.

- a. The Owner agrees to assume, and does hereby assume, the obligations of the Prior Owner under the Assumed Documents from and after the date of this Agreement and does hereby agree to be bound by each and every Assumed Document. The Owner is to be bound by the Assumed Documents, subject to the limitation of personal liability set forth therein, from the date of this Agreement to the same extent as if it has been an original party to said instruments.
- b. Subject to the provisions of this Agreement, the Lender and the Secretary jointly and severally hereby fully and finally release both the Prior Owner and its principals, **David R. Craig, Robert Novasel and Richard W. Schwarte**, from all liability and obligations arising under or in connection with, or in any way related to, the Assumed Documents, from and after the date hereof.
- 3. <u>Consent by Lender</u>. In reliance upon the representations, warranties, covenants and agreements set forth herein, Lender hereby consents to the transfer of the Mortgaged Property (as defined in the Deed of Trust), including all escrows held under the Deed of Trust, to Owner, subject to the lien and security interest of the Deed of Trust and other Loan Documents, and the assumption by Owner of the obligations as provided in Section 2, above. Nothing herein shall be construed or interpreted as: (i) Lender's consent to any subsequent sale, transfer or encumbrance of all or any portion of the Mortgaged Property, and any such subsequent sale, transfer or encumbrance shall be governed by the provisions of the Deed of Trust; or (ii) a release of Prior Owner's (or any general partner of Prior Owner's) liabilities and obligations under the Loan Documents except as set forth in Section 2, above.

## Deed of Trust, Note and Regulatory Agreement shall prevail.

Nothing in this Agreement shall in any way impair the Deed of Trust (including the Note secured thereby) or any other security now held for the indebtedness evidenced by the Note and secured by the Deed of Trust, or alter, waive, annul, vary or affect any provision, condition or covenant therein, nor affect or impair any rights, powers or remedies under the Deed of Trust, except as herein specifically provided, it being the intent of the Owner and HUD that the terms and provisions of the Deed of

Trust (including the Note secured thereby) shall continue in full force and effect except as modified hereby.

Nothing in this Agreement shall waive, compromise, impair nor prejudice any right the Secretary, his successors or assigns, may have to seek judicial recourse for any breach of the Regulatory Agreement that may have occurred prior to or may occur subsequent to the date of this Agreement. In the event that the Secretary initiates an action for breach of said Regulatory Agreement and recovers funds, either on the Secretary's own behalf, on behalf of the Project, or the Owner or Prior Owner, those funds may be applied, at the discretion of the Secretary, to payment of the delinquent amounts due under the Deed of Trust or as a partial prepayment of the debt evidenced by the Note.

- 5. Equal Opportunity Compliance. The Owner agrees that there shall be full compliance with the provisions of (1) any laws prohibiting discrimination in housing on the basis of race, color, creed or national origin; and (2) with the Regulations of the Federal Housing Administration providing for non-discrimination and equal opportunity in housing. It is understood and agreed that failure or refusal to comply with any such provisions shall be a proper basis for the Secretary to take any corrective action he may deem necessary, including, but not limited to, the rejection of future applications for FHA mortgage insurance and the refusal to enter into future contracts of any kind with which the Owner is identified; and further, the Secretary shall have a similar right of corrective action (1) with respect to any individuals who are officers, directors, principal stockholders, trustees, managers, partners or associates of the Owner; and (2) with respect to any corporation or any other type of business association or organization with which the officers, directors, principal stockholders, trustees, managers, partners or associates of the Owner may be identified.
- 6. <u>Modification to Regulatory Agreement and Deed of Trust</u>. The Section 50 Addendum to the Regulatory Agreement is hereby deleted and the Section 50 Addendum attached hereto as Exhibit B and made a part hereof is hereby inserted in lieu thereof. The Deed of Trust is hereby amended by the insertion therein as a rider thereto of the Rider to Security Instrument LIHTC Properties attached hereto as Exhibit C and made a part hereof. Except as specifically set forth herein, the Deed of Trust, the Regulatory Agreement and the Note shall remain in full force and effect as originally written.
- 7. <u>HUD Requirements shall control</u>. In order to induce HUD to approve the Application for Transfer of Physical Assets of which this Agreement is a part, the Owner agrees to execute and comply with any modification or revision of the existing agreements set forth in Section 6 above in accordance with promulgated HUD policy.

#### Miscellaneous provisions.

a. <u>No Defenses</u>. The Owner acknowledges and affirms to the Lender and the Secretary that, as of the date hereof, there are no defenses, set-offs or counterclaims, whether legal or equitable, to the Owner's obligations under the Assumed Documents and the Owner hereby waives the right to raise or assert any such defenses, set-offs or counterclaims that the Owner may have had with respect to any suit, proceeding or

foreclosure action under any of said instruments that the Lender or the Secretary, or any of its or their predecessors in interest in and to the Loan may or could have brought against the Prior Owner prior to the date hereof.

- b. <u>No Impairment</u>. Nothing in this Agreement shall in any way impair the Assumed Documents or any other security now held for such indebtedness, or alter, waive, compromise, annul, impair or prejudice any provision, condition or covenant in the aforesaid instruments, except as specifically provided herein, nor affect or impair any rights, powers or remedies of the Lender or the Secretary under the Assumed Documents, nor create a novation or new agreement by and between the parties thereto, it being the intent of the parties that the terms and provisions of the Assumed Documents, are expressly approved, ratified and confirmed, and shall continue in full force and effect except as expressly modified hereby, and that the lien of the Deed of Trust and the priority thereof shall be unchanged.
- c. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and/or assigns. The Lender's execution and delivery of this Agreement is contingent upon the execution and delivery of this Agreement by the Secretary.
- d. <u>Amendment</u>. The Assumed Documents, each as amended by this Agreement, shall not be further modified except by an instrument in writing executed by each of the parties thereto.
- e. <u>Severability</u>. Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.
- f. <u>Headings</u>. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.
- g. <u>Governing Law.</u> This Agreement shall be governed by all applicable federal laws and the laws of the state in which the Project is located.
- h. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, all of which counterparts shall be construed together and shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have hereinafter caused this Agreement to be executed and made effective as of the date first above written.

[See signature pages following.]

## Modification/Release and Assumption Agreement

OWNER:

HIGHLAND AT VISTA, LLC,

a Nevada limited liability company

By:

HIGHLAND MANAGER, LLC,

a Nevada limited liability company

Its:

Managing Member

By:

CPLC Nevada, Inc.,

a Nevada nonprofit corporation

Its:

Manager.

Name: Rupert Ruiz

Title: President

## **ACKNOWLEDGMENT**

State of Nevada
County of Llark

31 This instrument was acknowledged before me on Hogy >> 2018 by Rupert Ruiz as President of CPLC Nevada, Inc., a Nevada nonprofit corporation, the Manager of HIGHLAND MANAGER, LLC, a Nevada limited liability company, the Managing Member of HIGHLAND AT VISTA, LLC, a Nevada limited liability company.

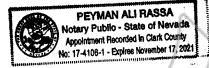
Notary Public

Printed Name: VEYMAN ALI RASSA

(Seal)

My Commission Expires:

November 2021



## Modification/Release and Assumption Agreement

STATE OF NEVADA

WITNESS my hand and official seal.

**COUNTY OF** 

instrument.

**Notary Public:** 

**ISEAL1** 

Commission Expires:

## **PRIOR OWNER:** THE BADGER GROUP, LLC, a Nevada limited liability company Rande Naarel Name: Robert Novasel Title: Manager (See Attached Acknowledgement) ):ss \_, personally appeared , 2018, before me, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted, executed the

(Seal)

## **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Sondo County of El Bondo	)		7
On 8-31-19 because of the basis of sate	efore me, Paul E.	Sulfvan, no favy	Public
subscribed to the within instrument a	nd acknowledged to me t	that he/she/they executed	the same in
his/her/their authorized capacity(ies), person(s), or the entity upon behalf or	and that by his/her/their f which the person(s) act	signature(s) on the instrumented, executed the instrument	ent.
I certify under PENALTY OF PERJUIP paragraph is true and correct.	RY under the laws of the	State of California that the	
WITNESS my hand and official seal.		Commission # 20 Notary Public - Ca Fi Dorado Cou	192271 Alifornia Alifornia Alifornia
Signature Paul E. SW	May (Seal)	My Comm. Expires D	ec 4, 2010

Modification/Release and Assumption Agreement	f
LENDER:	

CENTENNIAL MORTGAGE, INC.,

a Missouri corporation

By:

Vice President

STATE OF INDIANA

):ss

COUNTY OF ST. JOSEPH

On August 30, 2018, before me, Pamela S. Dotson, personally appeared Jennifer Heckaman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jamela S. Dolson Notary Public:

(Seal)

Commission Expires: 10/10/18

president of Stoseph

**PAMELA S DOTSON** NOTARY PUBLIC

ST. JOSEPH COUNTY, STATE OF INDIANA COMMISSION NO. 821540 MY COMMISSION EXPIRES OCTOBER 10, 2018

## Modification/Release and Assumption Agreement

SECRETARY OF HOUSING AND URBAN DEVELOPMENT, acting by and through the FEDERAL HOUSING COMMISSIONER

By: \_\_\_\_\_\_\_Authorized Age

Authorized Agent Angela Corcoran

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Francisco

On <u>Notary Public</u>, personally appeared — <u>Angela Corcoran</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

GERALDINE HENSON
Notary Public - California
San Francisco County
Commission # 2190695
My Comm. Expires Apr 10, 2021

Signature

#### Exhibit A

## **Legal Description**

Real property in the City of Carson City, County of Douglas, State of Nevada, described as follows:

ALL THAT REAL PROPERTY SITUATE IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B. &M., DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, BLOCK "B" HIGHLAND ESTATES UNIT 4, AS SHOWN ON THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER, DOUGLAS COUNTY, NEVADA ON MAY 2, 1978, THENCE ALONG THE NORTH LINE OF SAID LOT 2, NORTH 89°38'07" EAST 530.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2;

THENCE NORTH 89°38'07" EAST 11.00 FEET;

THENCE SOUTH 00°08'40" WEST 549.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°30'33";

THENCE ALONG SAID CURVE AN ARC LENGTH OF 31.59 FEET;

THENCE SOUTH 89°38'07" WEST 101.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 89°29'27";

THENCE ALONG SAID CURVE AN ARC LENGTH OF 31.24 FEET;

THENCE NORTH 00°08'40" EAST 150.18 FEET;

THENCE SOUTH 89°38'07" WEST 480.00 FEET;

THENCE NORTH 00°08'40" EAST 20.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE ALONG THE WEST LINE OF SAID LOT 2, NORTH 00°08'40" EAST 380.00 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 2, 2004, IN BOOK 0604, PAGE 01035 AS INSTRUMENT NO. 0614967 OF OFFICIAL RECORDS DOUGLAS COUNTY, NEVADA.

#### Exhibit B

## ADDENDUM — SECTION 50 SIGNATURES OF KEY PRINCIPALS

### SECTION 50 ADDENDUM

The Loan is nonrecourse. Each individual/entity (each, a "Section 50 party") as identified below:

- 1. CPLC Nevada, Inc.
- 2. Chicanos Por La Causa, Inc.

does not assume personal liability for payments due under the Note and Security Instrument, or for the payments to the Reserve for Replacements, or for matters not under its control, provided that each Section 50 Party shall be personally liable under this Agreement only with respect to the matters hereinafter stated; namely: (a) for funds or property of the Project coming into its hands which, by the provisions hereof, it is not entitled to retain; (b) for authorizing the conveyance, assignment, transfer, pledge, encumbrance, or other disposition of the Mortgaged Property or any interest therein in violation of Section 35(a) of the Regulatory Agreement to which this addendum is attached ("Regulatory Agreement") without the prior written approval of HUD; and (c) for its own acts and deeds, or acts and deeds of others, which it has authorized in violation of the provisions of this Section 50 Addendum. The obligations of each Section 50 Party shall survive any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, any termination of the Regulatory Agreement, or any release of record of the Security Instrument.

[Signature Pages Follow]

## SIGNATURE PAGE TO SECTION 50 ADDENDUM TO REGULATORY AGREEMENT FOR MULTIFAMILY PROJECTS

State of Nevada County of LACK

Notary Public

No: 17-4108-1 - Expires November 17, 2021

(Seal)

**CPLC NEVADA, INC.,** a Nevada nonprofit corporation By: Name: Rupert Ruiz Title: President **ACKNOWLEDGMENT** This instrument was acknowledged before me on August 31, 2018 by Rupert Ruiz as President of CPLC NEVADA, INC., a Nevada nonprofit corporation. Printed Name: PEXMAN ALL RASS A My Commission Expires: MITEMBER 17 2021 **PEYMAN ALI RASSA** Notary Public - State of Nevada Appointment Recorded in Clark County

# SIGNATURE PAGE TO SECTION 50 ADDENDUM TO REGULATORY AGREEMENT FOR MULTIFAMILY PROJECTS

CHICANOS POR LA CAUSA, INC., an Arizona nonprofit corporation

By:

Name:David Adame
Title: President

de ACKNOWLEDGMENT

State of Nevada

County of Marica

This instrument was acknowledged before me on 5/3/, 2018 by David Adame as President of CHICANOS POR LA CAUSA, INC., an Arizona nonprofit corporation.

Notary Public

Printed Name:

lia C. Saldat

(Seal)

My Commission Expires: A - 4 - 202

DELIA C. SALDATE Notary Public – Arizona Maricopa County My Comm. Expires Feb 4, 2022

[END OF SECTION 50 ADDENDUM]

#### **Exhibit C**

## RIDER TO SECURITY INSTRUMENT LIHTC PROPERTIES

This Rider ("Rider") is attached to and amends the Security Instrument entered into between HIGHLAND AT VISTA, LLC, a Nevada limited liability company and CENTENNIAL MORTGAGE, INC., dated as of December 1, 2015 ("Security Instrument").

To the extent any provisions of this Rider conflict with any provisions in the body of the Security Instrument, the provisions of this Rider shall prevail. Any terms in the body of the Security Instrument not in conflict with the provisions of this Rider remain in full force and effect.

Notwithstanding anything else in the Security Instrument to which this Rider is attached:

#### 1. Definitions.

The following terms shall be added to Section 1 (Definitions) of the Security Instrument:

- (a) Any capitalized terms not defined in this Rider shall have the meaning given in the body of the Security Instrument.
- (b) "Equity Investor" means PNC Real Estate Tax Credit Capital Institutional Fund 66, LLC, and its successors and assigns.
- (c) "Borrower's GP/MM" means Highland Manager, LLC, and its successors and assigns.

## 2. Removal of Borrower's GP/MM.

Equity Investor may remove the Borrower's GP/MM in accordance with the terms of the Borrower's organizational documents, subject to the following conditions:

- (a) Lender and HUD shall receive prior written notice of any such removal and replacement.
- (b) HUD and Lender have approved such organizational documents, including any and all amendments thereto, but only to the extent HUD approval of the Borrower's organizational documents is required by Program Obligations.
- (c) HUD and Lender have approved the replacement of the Borrower's GP/MM in accordance with Program Obligations. At Borrower's request, HUD and Lender have approved Columbia Housing SLP Corporation, an Oregon corporation ("Interim Replacement GP/MM") to act as a temporary replacement general partner/managing member of Borrower, in the event

Equity Investor removes Borrower's GP/MM for cause in accordance with Borrower's organizational documents. Approval of such Interim Replacement GP/MM is expressly limited to a period of only 90 days that commences the date of such removal, provided that HUD in its sole discretion may extend such 90-day period by an additional 30 days.

- (d) HUD and/or Lender may at any time by written notice to Equity Investor revoke the approvals given in this Section 2 if HUD or Lender becomes aware of any conditions or circumstances that would disqualify or compromise the ability of Interim Replacement GP/MM from acting as an interim general partner/managing member pursuant to Program Obligations.
- (e) After such interim period, any proposed permanent replacement for the Borrower's GP/MM is subject to HUD's consent pursuant to Program Obligations, including any applicable procedure for the transfer of physical assets.

## 3. Transfer of Equity Investor.

Equity Investor may transfer all or part of its interests in Borrower upon the following conditions:

- (a) HUD approves any transferee in accordance with Program Obligations, provided that if such transferee is a limited liability investor, as such term is defined in Program Obligations, HUD shall receive the same certifications and organizational charts required by Program Obligations for the admission of a limited liability corporate investor at a transaction's closing.
- (b) HUD and Lender receive prior written notice of such transfer.
- (c) HUD and Lender receive executed copies of (and, to the extent, if at all, required by Program Obligations, have previously approved drafts of), any and all documents necessary to effect such transfer, including any and all amendments to Borrower's organizational documents.

#### Notice.

(a) Lender agrees that, as long as Equity Investor is a member or partner of Borrower, Lender shall endeavor as a courtesy to Equity Investor to deliver to Equity Investor a copy of any notice of default that is delivered to Borrower. Equity Investor's address for such notice purposes is:

PNC Bank, National Association

PNC Real Estate Tax Credit Capital Institutional Fund 66, LLC c/o PNC Real Estate

121 S.W. Morrison Street, Suite 1300 Portland, Oregon 97204

With a courtesy copy to:

Nevada Housing Division 1830 College Parkway, Suite 200 Carson City, NV 89706

Equity Investor may change the address to which notices intended for it are to be directed by means of written notice given to Lender.

(b) Any cure of any default by Borrower offered by Equity Investor shall be treated the same as if offered by Borrower.

## **BORROWER**

## LENDER

by: [See attached signature page]

by: [See attached signature page]



# BORROWER SIGNATURE PAGE TO RIDER TO SECURITY INSTRUMENT LIHTC PROPERTIES

## **BORROWER:**

HIGHLAND AT VISTA, LLC, a Nevada limited liability company

By: HIGHLAND MANAGER, LLC,

a Nevada limited liability company

Its: Managing Member

By: CPLC Nevada, Inc.,

a Nevada nonprefit corporation

Its: Manager

Name: Rupert Ruiz

Title: President

## **ACKNOWLEDGMENT**

State of Nevada	
County of CLAR	K .

This instrument was acknowledged before me on August 31, 2018 by Rupert Ruiz as President of CPLC Nevada, Inc., a Nevada nonprofit corporation, the Manager of HIGHLAND MANAGER, LLC, a Nevada limited liability company, the Managing Member of HIGHLAND AT VISTA, LLC, a Nevada limited liability company.

Notary Public

Printed Name: PEXMAN ALL CASSA

(Seal)

My Commission Expires:

November 17 2021



## LENDER SIGNATURE PAGE TO RIDER TO SECURITY INSTRUMENT LIHTC PROPERTIES

## LENDER:

a Missouri corporation  By:  Jennifer Heckaman  Vice President	<b>2.</b> ,
STATE OF INDIANA	) ):ss
COUNTY OF ST. JOSEPH	)

On August 30, 2018, before me, Pamela S. Dotson, personally appeared Jennifer Heckaman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Notary Public

Commission Expires:

Rosident

PAMELA'S DOTSON NOTARY PUBLIC

SEAL

ST. JOSEPH COUNTY, STATE OF INDIANA COMMISSION NO. 621540 MY COMMISSION EXPIRES OCTOBER 10, 2018