

APN#: 1420-07-618-002

Recording Requested By:

When Recorded Mail To:

Charles Schwab Bank

Attn: Director, Community
Development

211 Main Street

San Francisco, CA 94105

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature

Print name

Title

**SUBORDINATE DEED OF TRUST,
ASSIGNMENT OF RENTS AND REQUEST FOR NOTICE**

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

**SUBORDINATE DEED OF TRUST,
ASSIGNMENT OF RENTS AND REQUEST FOR NOTICE**

THIS SUBORDINATE DEED OF TRUST, ASSIGNMENT OF RENTS AND REQUEST FOR NOTICE (the "Deed of Trust") is made as of September ~~14~~ 14, 2018, by and among HIGHLAND AT VISTA, LLC, a Nevada limited liability company, whose address is 3501 Vista Grande Boulevard, Carson City, Nevada 89705, herein called TRUSTOR, and TICOR TITLE OF NEVADA, INC., a Nevada corporation, herein called TRUSTEE, and CHARLES SCHWAB BANK, a federal savings association, herein called BENEFICIARY or LENDER, whose address is 211 Main Street, San Francisco, California 94105, Attn: Manager, Community Development.

WHEREAS, Chicanos Por La Causa, Inc., an Arizona nonprofit corporation ("Project Sponsor"), and Beneficiary entered into an Affordable Housing Program Direct Subsidy Agreement Rental Project with an effective date of June 18, 2018, Project # 18A11070 (the "AHP Agreement"), with the Federal Home Loan Bank of San Francisco ("FHLB") pursuant to which Project Sponsor agreed to be bound by (and agreed to cause Trustor to be bound by) the AHP Regulations (as defined in the AHP Agreement) and perform certain monitoring functions with respect to the affordable rental housing project named Highland Manor (the "Project") and related AHP Subsidies (as defined in the AHP Agreement); and

WHEREAS, in accordance with the AHP Agreement, Project Sponsor caused Trustor to make, execute and deliver to Beneficiary that certain Surplus Cash Note (AHP Rental Project) of even date herewith together with the Rider to Surplus Cash Note Affordable Housing Program (AHP Rental Project) attached thereto (the "Note"), evidencing a loan (the "Project Loan") made by Beneficiary for the benefit of the Project in the sum of Five Hundred Ten Thousand and 00/100 Dollars (\$510,000.00).

NOW, THEREFORE, for the purpose of securing: (1) the Note and any extensions or renewals thereof; (2) the payment of any money or other consideration with interest thereon that may be advanced by or otherwise become due by Trustor to the Trustee or Beneficiary under the provisions hereof, (3) the obligations of the Trustor, Project Sponsor and their respective successors and assigns under the AHP Agreement, (4) the performance and keeping by Trustor of each of the covenants and agreements required to be kept and performed by Trustor pursuant to any and all other instruments creating Trustor's interest in or defining Trustor's rights in respect to the Property (as defined below), (5) the performance and keeping of the obligations of Trustor and Project Sponsor under the AHP regulations set forth at 12 C.F.R. Part 1291 (as amended from time to time) and the policies and procedures of the FHLB set forth in the AHP Implementation Plan adopted by the FHLB (as amended from time to time) or otherwise implemented or adopted by the FHLB, (6) the performance and keeping of the Rider to Deed of Trust - Affordable Housing Program Retention Agreement and Restrictive Covenants (AHP Rental Project) (the "AHP Rider") attached hereto and made a part hereof, and (7) the performance and keeping of the HUD Rider to Restrictive Covenants (AHP Deed of Trust) (the "HUD Rider") attached hereto and made a part hereof (all of the foregoing sometimes being collectively referred to as the "Secured Obligations"),

Trustor irrevocably GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS AND ASSIGNS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, all of Trustor's right, title and

interest in and to its leasehold interest in that certain real property situated in the City of Carson City, County of Douglas, State of Nevada, having an address of 3501 Vista Grande Boulevard, Carson City, Nevada 89705, Assessor's Parcel Number 1420-07-618-002, and being more particularly described in EXHIBIT "A" attached hereto and incorporated herein by this reference (the "Property").

TOGETHER WITH all interests which Trustor now has or may hereafter acquire in or to the Property and in and to: (a) all tenements hereditaments, licenses, easements, gores of land, streets, ways, alleys, passages, sewer rights, and rights of way appurtenant thereto; (b) all buildings, structures, improvements, fixtures, appliances, machinery, equipment, goods, and other articles of real or personal property of every kind and nature now or hereafter installed or placed thereon and used in connection with any existing or future operation thereof (including, but not limited to, all apparatus and equipment used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, laundry, garbage disposal, fire prevention and extinguishing equipment, elevators, antennas, pool equipment, window coverings, floor coverings, ranges, ovens, dishwashers, and water heaters), it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the Property that is conveyed hereby (all of the herein above described property called the "Improvements"); (c) all water, water courses and water rights (whether or not appurtenant) and shares of stock pertaining to such water or water rights, ownership of which affects the Property; (d) all shrubs, trees, crops, and plants; (e) all adjacent lands included in enclosures or occupied by buildings located partly on the Property; and (f) all claims, demands and causes of action of every kind which Trustor now has or may hereafter acquire arising out of acquisition or ownership of the Property, including insurance proceeds of any kind whatsoever, and any award of damages or compensation for injury to or in connection with any condemnation for public use of the Property or any part thereof (whether or not eminent domain proceedings have been instituted), it being agreed, however, that Trustee shall have no duty to prosecute any such claim, demand or cause of action; (g) all plans and specifications prepared for construction of any Improvements, and all contracts and agreements of Trustor relating to such plans and specifications or to the construction of the Improvements, provided that nothing herein shall be deemed to be an assumption by Beneficiary of any obligation of Trustor with respect to such plans and specifications or such construction or under any agreement relating thereto, nor shall Beneficiary otherwise incur any liability with respect thereto, unless and until Beneficiary, in its sole and absolute discretion, shall hereafter expressly agree in writing; (h) all sales agreements, deposits, escrow agreements, and other documents and agreements entered into by Trustor with respect to the sale of all or any part of the Property or any interest therein; (i) all accounts, deposit accounts, instruments, chattel paper, documents, letters of credit, letter of credit rights, supporting obligations, permits, governmental approvals and entitlements, licenses, management contracts, and other contracts and agreements in which Trustor now has or may hereafter have an interest arising out of, or relating to, the acquisition, development, ownership, management or use of the Property (but without Beneficiary assuming or incurring any obligation or liability of Trustor arising thereunder or relating thereto), and all general intangibles arising out of or relating to the acquisition, development, ownership, management or use of the Property, including all software and names by which the Improvements or other property associated therewith may at any time be known or operated and all rights to carry on business under such names or any variant thereof and all trademarks and goodwill in any way relating to the

Improvements or such other property; (j) all additions, substitutions and proceeds (cash and noncash) of the foregoing.

ALSO TOGETHER WITH, all rents, issues, profits, royalties, tolls, earnings, income and other benefits, therefrom and installments of money payable pursuant to any agreement for sale of the Property or any part thereof or interest therein (collectively, the "Rents and Profits"), subject however to the right, power and authority given to and conferred upon Beneficiary and Trustor by Paragraph 16 below, incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto the Trustee, its successors and assigns, for the purpose of securing the following additional covenants and agreements of Trustor:

1. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under this Deed of Trust and the AHP Agreement. Trustor agrees to use the Property to rehabilitate and rent decent, safe, and sanitary affordable units to eligible tenants pursuant to AHP Regulations (as defined in the AHP Agreement). Trustor agrees to maintain the Property as Affordable Housing during the Retention Period as defined in the AHP Agreement and the AHP Rider attached hereto, including that the Property's rental units, or the applicable portion thereof, shall remain occupied by and affordable for households with incomes at or below the levels committed to be served in the approved AHP application for the duration of the Retention Period (as defined in AHP Rider attached hereto).

2. Trustor agrees to repay the principal sum outstanding under the Note and such other amounts as may be payable thereunder upon a prohibited sale, transfer or refinancing of the Property as provided by the AHP Agreement, unless the Property continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income-eligibility and affordability restrictions committed to in the approved AHP application for the duration of the Retention Period.

3. To properly care for and keep said Property in good condition and repair, to complete in a good and workmanlike manner any building which may be rehabilitated thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or around said Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said Property, may be reasonably necessary, the specific enumerations herein not excluding the general.

4. To pay and discharge all reasonable costs, fees and expenses of the above-mentioned Trustee, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery by Trustee of a notice of breach and election to sell, as provided herein and by Nevada law.

5. Trustor shall insure the Property against loss or damage by fire and such other risks as Beneficiary shall from time to time require. Trustor shall carry commercial general

liability insurance, flood insurance and workers' compensation insurance as required by applicable law and such other insurance as Beneficiary may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Trustor shall maintain all required insurance at Trustor's expense, under policies issued by companies and in form and substance satisfactory to Beneficiary. Neither Beneficiary nor Trustee, by reason of accepting, rejecting, approving or obtaining insurance, shall incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Beneficiary as loss payee, and shall provide that the insurance cannot be terminated as to Beneficiary except upon a minimum of thirty (30) days' prior written notice to Beneficiary. Immediately upon any request by Beneficiary, Trustor shall deliver to Beneficiary the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

6. Trustor acknowledges and agrees (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Property, (ii) all other claims and awards for damages to or decrease in value of the Property, (iii) all proceeds of any insurance policies payable by reason of loss sustained to the Property, and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Beneficiary. At the absolute discretion of Beneficiary, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other provision hereof, Beneficiary may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Trustor upon any conditions Beneficiary may impose. Beneficiary may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Beneficiary; provided however, that in no event shall Beneficiary be responsible for any failure to collect any claim or award, regardless of the cause of the failure. At its sole option, Beneficiary may permit insurance or condemnation proceeds held by Beneficiary to be used for repair or restoration but may impose any conditions on such use as Beneficiary deems necessary. Notwithstanding any language to the contrary in this Section 6, Lender shall not exercise Lender's option to apply insurance proceeds to the payment of the sums secured by this Deed of Trust if (a) the rights of Lender hereunder are subject to any Senior Deed of Trust (as defined in Section 18 below) in which case the provisions of such Senior Deed of Trust relating to the payment of any insurance or condemnation proceeds shall prevail to the extent inconsistent with the provisions of this Section 6 or (b) all of the following conditions are met: (1) Borrower is not in breach or default of any provision of this Deed of Trust, the Note or any other Loan Document; (2) Lender determines that there will be sufficient funds to restore and repair the Property to a condition approved by Lender; (3) Lender determines that the rental income of the Property, after restoration and repair of the Property to a condition approved by Lender, will be sufficient to meet all operating costs and other expenses, payments for reserves and loan repayment obligations relating to the Property; and (4) Lender determines that restoration and repair of the Property to a condition approved by Lender will be completed prior to the earlier of either (x) the maturity date of the Note or (y) within one year of the date of the loss or casualty to the Property.

7. If, during the existence of the Trust there be commenced or pending any suit or action affecting said Property, or any part thereof, or the title thereto, or if any adverse claim for or against said Property or any part thereof, be made or asserted, Trustor will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

8. Acceptance by Beneficiary of any sum in payment of any indebtedness, secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

9. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Property, reconvey any part of said Property, consent in writing to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.

10. Upon receipt of a written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey without warranty the Property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the trust thereof. The grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and the Note.

11. If a monetary event of default occurs under the terms of any of the Note, Trustor shall have a period of thirty (30) days after the effective date of such notice within which to cure the default prior to exercise of remedies by Beneficiary under the Note, or such longer period of time as may be specified in the Note. Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, or in the Note, Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said Property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed of Trust, the Note and all documents evidencing any expenditure secured hereby.

12. If a non-monetary event of default occurs under the terms of the Note, prior to exercising any remedies thereunder Beneficiary shall give Trustor written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Note, or such longer period of time as may be specified in the Note. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by

Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Note.

13. All notices required to be given pursuant to the terms hereof shall be in writing and shall be either (i) personally delivered, (ii) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by overnight courier service or (iv) delivered by facsimile. If such notice is given by personal delivery under item (i) or by overnight courier service under item (iii), such notice shall be effective upon receipt by the receiving party. If such notice is given by deposit in the United States mail under item (ii), such notice shall be effective three (3) business days after deposit into the United States mail. If such notice is given by facsimile, such notice shall be effective upon transmission provided that the original of such facsimile notice is sent by either overnight courier service or certified U.S. mail, postage prepaid, no later than one business day following such facsimile

14. Covenants Numbers 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Section 107.030 of the Nevada Revised Statutes are hereby adopted and made a part of this Deed of Trust. The amounts agreed upon by the parties to this instrument with respect to Covenant No.2, regarding the amount of fire insurance shall be an amount necessary for replacement of the structure and improvements. With regard to Covenant No.4, regarding interest due for any sums advanced by the Trustee or Beneficiary, the interest rate on these sums shall be 0 percent (0%) per annum. With regard to Covenant No. 7, regarding expenses of sale, the percentage shall be a reasonable percentage. Such provisions so incorporated shall have the same force and effect as those specifically set forth herein.

15. The assignment of Rents and Profits set forth hereinabove shall be fully operative without any further action on the part of either party. Notwithstanding that Trustor has made a present, absolute and executed assignment of the Rents and Profits to Beneficiary, Beneficiary hereby grants a revocable license (the "License") to Trustor to collect, apply and retain the Rents and Profits of the Property as they become due and payable and to hold the rent security deposits, so long as Trustor is not in default under the Note or this Deed of Trust. The License given to Trustor hereunder to collect, apply and retain such Rents and Profits shall be automatically revoked and terminated, without notice or demand of any kind, upon and after default by Trustor under the Note or this Deed of Trust, except as may otherwise be required by any provision of law. Trustor shall immediately turn over to Beneficiary upon receipt or collection any Rents and Profits collected or received by Trustor after the termination of the foregoing License or after default by Trustor under the Note or this Deed of Trust. Any such Rents and Profits not turned over by Trustor to Beneficiary as required hereby shall be held by Trustor in trust for Beneficiary. The collection of any Rents and Profits or the doing of other acts authorized by this Deed of Trust shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Nothing herein contained shall be construed as constituting Beneficiary a mortgagee in possession in the absence of the actual taking of possession of the Property by the Beneficiary or as limiting any rights available to Beneficiary.

16. Project Sponsor and Trustor each acknowledges that, under the AHP Regulations at 12 C.F.R. Part 1291, as amended from time to time, the FHLB provided to Beneficiary the funds for the Project Loan made by Beneficiary pursuant to the AHP Agreement for the benefit of the Project which is secured by this Deed of Trust. Trustor hereby agrees that if Trustor brings any action or proceeding against the FHLB or Beneficiary seeking to obtain any legal or equitable relief in connection with or arising under or out of the Note or the direct subsidy represented by the Note or any transaction contemplated in connection therewith, this Deed of Trust, the Affordable Housing Program established by the FHLB, or the AHP Agreement, and such relief is not granted by the final decision, after any and all appeals of a court of competent jurisdiction, Trustor will pay the attorneys' fees and other costs incurred by Beneficiary and the FHLB in connection therewith. Trustor agrees the FHLB is a third party beneficiary of the terms and provisions of this Paragraph 17 and shall be entitled to take any and all remedies available under applicable law to enforce this provision against Trustor.

17. Trustor agrees to indemnify, defend and hold Beneficiary and FHLB harmless from and against any losses, liabilities, obligations, penalties, claims, litigation demands, defenses, costs, judgments, suits, proceedings, damages or expenses of any kind or nature whatsoever (including reasonable attorneys' fees) which may at any time be imposed upon, incurred by or asserted or awarded against Beneficiary or FHLB in connection with or arising from any violation or claim of violation by Trustor relating to or affecting the Project or the Property under any applicable laws, ordinances, requirements and regulations relating to public health and safety and protection of the environment. The indemnification provided for in this Paragraph 18 shall survive (i) any foreclosure, deed in lieu of foreclosure or reconveyance of this Deed of Trust, (ii) any sale or other transfer of the Property by either Trustor or Beneficiary, and (iii) repayment of the Note.

18. This Deed of Trust is subordinate and subject to one or more certain deeds of trust executed by Trustor in favor of the beneficiaries described on Exhibit "B", recorded substantially contemporaneously with but prior to this Deed of Trust (each a "Senior Deed of Trust" and collectively the "Senior Deeds of Trust"). The terms and provisions of the Senior Deeds of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of a Senior Deed of Trust, any provision of this Deed of Trust or any provision in the attached AHP Rider to this Deed of Trust restricting the use of the Property to low- and moderate-income households or otherwise restricting the Trustor's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including such person's successors or assigns (other than Trustor) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Senior Deed of Trust shall receive title to the Property free and clear from such restrictions. Further, if any beneficiary under any of the Senior Deeds of Trust acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Deed of Trust shall automatically terminate upon such beneficiary's acquisition of title, provided that (i) the Beneficiary has been given written notice of a default under the Senior Deed of Trust and (ii) the Beneficiary shall not have cured the default under the Senior Deed of Trust, or diligently pursued curing the default as determined by the Beneficiary, within the 60-day period provided in such notice sent to the Beneficiary.

19. Without affecting the liability of any person, including Trustor, for the payment of any indebtedness secured hereby, including such indebtedness as may be due at the time of or after full reconveyance, Beneficiary or Trustee (if so requested by Beneficiary), may do any one or more of the following: (1) release any indebtedness; (2) extend the time or otherwise alter the terms of payment of such indebtedness; (3) accept additional security; (4) substitute or release any property securing such indebtedness; (5) reconvey all or any part of such property; (6) consent to the making of any map or plat thereof; (7) join in granting any easement thereon; or (8) join in any extension agreement or any agreement subordinating or otherwise affecting the lien or charge hereof. Any reconveyance by Trustee shall be made without warranty. The recitals in any reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyances may be described as "**the person or persons legally entitled thereto**". A full reconveyance of this Deed of Trust shall operate as a re-assignment to Trustor of the Rents and Profits assigned herein to Beneficiary.

20. Beneficiary may, from time to time, by an instrument in writing, substitute a successor or successors to any trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor trustee or trustees, who shall, without conveyances from the trustee predecessor, succeed in all its title, estate, rights, powers and duties. Such instrument shall contain the name and address of the new trustee. The procedure herein provided for substitution of trustees shall not be exclusive of other provisions for substitution provided by law.

21. The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at the address set forth above.

22. To the extent any provision of this Deed of Trust is inconsistent with any provision of the AHP Rider attached hereto, the provision of the AHP Rider shall control. To the extent any provision of this Deed of Trust or the AHP Rider are inconsistent with any provision of the HUD Rider, the provision of the HUD Rider will control.

23. The provisions of this Deed of Trust, the AHP Rider and the HUD Rider shall be governed by the laws of the jurisdiction in which the real property which is subject to the Deed of Trust securing the Note is located, without regard to conflicts of laws principles, except to the extent such law is contrary to or inconsistent with the laws, rules or regulations of the United States.

24. The parties hereto acknowledge and agree that PNC Bank, National Association (the "Bridge Lender") has made a bridge loan to Trustor (the "Bridge Loan") and the Bridge Lender holds a first priority and exclusive security interest in investor member capital contributions and investor member interests pursuant to the terms of the Bridge Loan documents and Trustor's Operating Agreement.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust, the AHP Rider and the HUD Rider as of the date first set forth above.

TRUSTOR:

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: Sole Member

By: Rupert Ruiz
Name: Rupert Ruiz
Title: NEVADA PRESIDENT

STATE OF NEVADA)
COUNTY OF CLARK)
COUNTY OF DOUGLAS)

RUPERT WAYNE RUIZ
Rupert Ruiz PAR

This instrument was acknowledged before me on SEPTEMBER 5, 2018 by Rupert Ruiz

Peymen Ali Rassa
Notary Public

Residing at: Clark County

My commission expires: November 17 2021

(SEAL)

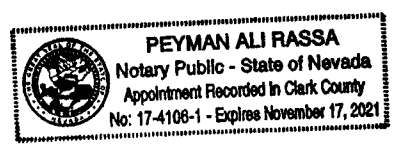


EXHIBIT "A"
(Legal Description of Property)

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.

Document No. 614967 is provided pursuant to the requirements of NRS 111.312.

EXHIBIT "B"
(Senior Deeds Of Trust)

Multifamily Deed of Trust, Assignment of Rents and Security Agreement, dated as of December 1, 2015, and recorded on December 14, 2015 in the Official Records of Douglas County, Nevada as Instrument No. 2015-874016.

COPY

RIDER TO DEED OF TRUST

**AFFORDABLE HOUSING PROGRAM
RETENTION AGREEMENT
AND RESTRICTIVE COVENANTS
(AHP Rental Project)**

This Rider to Deed of Trust - Affordable Housing Program Retention Agreement and Restrictive Covenants (AHP Rental Project) (this "Rider") is attached to and made part of the foregoing deed of trust or similar security instrument (the "Deed of Trust"). In this Rider, the beneficiary of the Deed of Trust is referred to as the "Lender" and the trustor or grantor under the Deed of Trust is referred to as the "Owner" or "Borrower." This Rider is a form of "retention agreement" referred to below.

RECITALS:

- A** **Whereas**, pursuant to Section 721 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), the Federal Housing Finance Agency ("FHFA") is required to cause each Federal Home Loan Bank to establish an affordable housing program ("AHP") to assist members of each Federal Home Loan Bank to finance affordable housing for very low-, low-, or moderate-income households.
- B** **Whereas**, The Federal Home Loan Bank of San Francisco (the "FHLB") also has established an Affordable Housing Program Implementation Plan (as amended from time to time, the "Implementation Plan") and policies, procedures, guidelines and instructions covering, among other things, feasibility, disbursement, monitoring and modifying affordable housing projects participating in the AHP (as amended from time to time, the "AHP Policies and Procedures");
- C** **Whereas**, Lender, a member of FHLB, and the Project Sponsor submitted an application to the FHLB (the "AHP Application") for an AHP subsidy (defined below) in connection with the real property identified in the AHP Application and the improvements and tangible and intangible personal property associated or connected therewith, all of which is encumbered by the Deed of Trust (the "Project").
- D** **Whereas**, pursuant to regulations (including, without limitation, those contained in 12 CFR Part 1291) promulgated by the FHFA pursuant to FIRREA (the "AHP Regulations"), members of each Federal Home Loan Bank are required to provide for the repayment of any direct subsidy should said direct subsidy or the Project or a portion of the Project be unused or improperly used.
- E** **Whereas**, in connection with the Project, Project Sponsor entered into an Affordable Housing Program Direct Subsidy Agreement Rental Project (the "Subsidy Agreement") with the FHLB and Lender, pursuant to which Project Sponsor and Lender agreed to be bound by the AHP Regulations and perform certain monitoring functions with respect to the Project and related AHP Subsidies.
- F** **Whereas**, Lender has advanced or agreed to advance the AHP Subsidy (defined below) to Borrower in connection with Borrower's purchase, construction and/or rehabilitation of real property described in the Deed of Trust, and in connection with the AHP Subsidy, Borrower has executed the Deed of Trust, which includes this Rider.

G **Whereas**, the Parties desire to cause the Income and Affordability Restrictions and related covenants and restrictions required by the Subsidy Agreement to become recorded restrictions burdening the Project as defined below.

By signing the Deed of Trust, Borrower hereby agrees as follows:

1. **AHP Subsidy.** The secured obligation described in and secured by the Deed of Trust represents the “AHP Subsidy” used or to be used in connection with the purchase, construction or rehabilitation of the Project.

2. **Definitions.** As used in this Rider, the following capitalized terms have the following meanings:

“**Income-Eligibility and Affordability Restrictions**” means income limitations as amended or modified or adjusted annually according to the current applicable median income data from time to time with the approval of the FHLB and rent limitations such that the Project units are affordable for households with incomes at or below the levels committed to be served in the AHP Application.

“**Loan**” means the advance of funds evidenced by the Note.

“**Loan Documents**” means the Note, the Deed of Trust, and all other documents relating to or securing the Note, each as renewed, amended, modified, restated and extended from time to time.

“**Note**” means the promissory note secured by the Deed of Trust.

“**Retention Period**” means the period commencing on the date of the completion of the Project as determined by FHLB in its discretion and ending fifteen (15) years after the same date.

All other capitalized terms not otherwise defined herein or in the Deed of Trust shall be as defined in the Subsidy Agreement among the Project Sponsor, Lender and FHLB.

3. **Covenants.**

(a) **Compliance.** Borrower shall comply with the AHP Regulations, the FHLB’s AHP Policies and Procedures, and the commitments made by the Project Sponsor in the AHP Application and the Subsidy Agreement.

(b) **Income-Eligibility and Affordability Restrictions.** Borrower shall cause the Project’s rental units, or the applicable portion thereof, to remain occupied by and affordable for households with incomes that are consistent with the Income and Affordability Restrictions for the duration of the Retention Period. The Income and Affordability Restrictions shall terminate upon transfer of title to the Project following foreclosure or deed in lieu of foreclosure of the Deed of Trust or a senior deed of trust.

(c) **Notice of Proposed Transfer or Refinancing.** Borrower shall give the FHLB or its designee notice of a sale, refinancing, foreclosure or transfer in lieu of foreclosure of the Project occurring prior to the end of the Retention Period at least fifteen (15) calendar days prior to the anticipated happening of such an event. Notwithstanding any other provision contained in the Deed of Trust, in case of any sale or transfer of the Project, Borrower shall ensure that the documentation of such sale or transfer includes a provision acceptable to Lender in its sole discretion that the Project will continue to be used for affordable housing consistent with the AHP Regulations and AHP Application.

- (d) **Repayment.** In case of a sale or refinancing of the Project prior to the end of the Retention Period, subject to the nonrecourse provisions of the Note and this Rider, Borrower shall on demand repay all principal and accrued interest on the Note in full, unless:
- (i) the Project continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the Income-Eligibility and Affordability Restrictions committed to in the approved AHP Application for the duration of the Retention Period; or
 - (ii) if authorized by the FHLB, in its discretion, the households are relocated, due to the exercise of eminent domain, or for expansion of housing or services, to another property that is made subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the Income-Eligibility and Affordability Restrictions committed to in the approved AHP Application for the remainder of the Retention Period.
- (e) **No Discrimination.** Borrower shall not discriminate in the rental of affordable housing units based on race, religion, sex, national origin, handicap or familial status, and shall obey all applicable fair housing laws.
- (f) **Monitoring Information.** Borrower shall provide to Lender and the FHLB, promptly following Lender's or the FHLB's request, any and all information the FHLB or Lender requires to meet its obligation to monitor projects which have received AHP subsidies, under the AHP Regulations, AHP Application and any applicable law, in a format as required by or acceptable to the FHLB and Lender.
- (g) **Notice of Violation; Additional Information.** Borrower shall promptly give written notice to the FHLB and Lender of an occurrence of noncompliance with the requirements of the AHP Regulations, the FHLB's AHP Policies and Procedures or the Subsidy Agreement at the earliest possible date after discovery of such noncompliance, and after Borrower has had reasonable time to investigate and evaluate the occurrence which may constitute noncompliance, but in any event, notice shall be given no later than fifteen (15) calendar days following discovery of an occurrence that constitutes noncompliance. In addition, Borrower shall provide to Lender or the FHLB, or both, within fifteen (15) calendar days following the request of Lender or the FHLB, or both, as the case may be, information and requested documentation concerning the Project and the Loan.
4. **Cure Rights.** Notwithstanding anything to the contrary in the Note or the Deed of Trust:
- (a) Project Sponsor (as defined in the Deed of Trust) shall have the right to cure any defaults of Borrower and Lender agrees to accept cures tendered by Project Sponsor within thirty (30) days of written notice to Project Sponsor of such default, plus such additional time as is reasonably necessary to cure the default provided Project Sponsor has commenced the cure within such thirty (30) day period and is diligently prosecuting the cure.
 - (b) if a default is eliminated by an approved modification of the AHP Application consistent with Paragraph 11 of the Subsidy Agreement (or any successor provision) and the AHP Regulations, the default shall be deemed cured.
 - (c) Lender shall give Borrower's tax credit investor ("Investor"), the same written notice of default given to the Borrower as required herein; provided, that Lender's failure to give separate written notice to Investor shall not impair or invalidate any notice of default given to Borrower or give rise to any liability on the part of Lender to Investor or any other third party. Investor shall have the right to cure defaults within the time periods provided to

Borrower herein, and performance of a cure by Investor or an affiliate of Investor shall have the same effect as would like performance by Borrower. Investor's address for notice purposes is:

PNC Real Estate Tax Credit
Capital Institutional Fund 66, LLC
c/o PNC Real Estate
121 S.W. Morrison Street, Suite 1300
Portland, Oregon 97204-3143
Attn: Asset Manager

with a copy to: Kutak Rock, LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attn: Shane Deaver, Esq.

or such other address provided Lender by Investor from time to time.

5. **Expenses of FHLB.** Borrower hereby agrees that if Borrower brings any action or proceeding against the FHLB seeking to obtain any legal or equitable relief under or arising out of the Note, the Subsidy Agreement between the Project Sponsor, Lender and the FHLB pertaining to the Note, the subsidy represented by the Note or any transaction contemplated in connection therewith, and such relief is not granted by a final decision, after any and all appeals of court of competent jurisdiction, Borrower will pay the attorneys' fees and other costs incurred by the FHLB in connection therewith. The FHLB shall be a third party beneficiary of the terms and provisions of this paragraph and shall be entitled to take any and all remedies available under applicable law to enforce this provision against Borrower.
6. **Inconsistent Provisions.** The provisions of this Rider shall supersede any conflicting provision contained in the Deed of Trust, but only to the extent of such inconsistency. No provision herein shall impair any obligation of the Project Sponsor under the Subsidy Agreement.
7. **Nonrecourse Provisions and Exceptions.** Subject to the exceptions set forth below, repayment of amounts due under the Note or the Deed of Trust, including this Rider, shall be nonrecourse to Borrower and its partners, and Lender shall look solely to the security described in the Deed of Trust and any other security agreement for repayment in the event of default hereunder. The foregoing provision shall not relieve Project Sponsor, Borrower and, if Borrower is a partnership, any general partner of Borrower of liability, subject to applicable antideficiency laws, for:
 - (a) repayment of amounts due from Borrower under the Note in case of misuse of Loan proceeds as described in Section 5 of the Note or as otherwise repayable by the Project Sponsor in accordance with Section 15 of the Subsidy Agreement;
 - (b) repayment of amounts due under the Note if the Project is sold, transferred or refinanced prior to the end of the Retention Period and the Project is no longer subject to the Income-Eligibility and Affordability Restrictions;
 - (c) fraud or willful misrepresentation;
 - (d) failure to pay taxes, assessments or similar charges that are, or are secured by, a prior lien on the Project, except to the extent this provision would result in all or any portion of the

indebtedness evidenced by the Note being treated as a recourse liability under applicable Treasury Regulations;

- (e) the retention of any rental income or other income arising with respect to the Project collected by Project Sponsor or Borrower after the holder of the Note has given any notice that Borrower is in default and not applied such income to indebtedness secured by a prior lien on the Project or to expenses of ordinary operation or maintenance of the Project, to the full extent of the rental income or other income so collected and retained by Project Sponsor or Borrower;
 - (f) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Project;
 - (g) commission of waste with respect to the Project; and
 - (h) breach of any environmental covenant or representation made by the Project Sponsor or Borrower relating to the Project.
8. **Three-Year Tax Credit Period.** If the Project was assisted by federal tax credits, and in the event that it is determined that Section 42(h)(6)(E)(ii) of the Internal Revenue Code is applicable to the Lender, and in the event that Lender were to take over ownership of the Project as a result of a foreclosure or deed in lieu of foreclosure, Lender in such event agrees that it will comply with the three-year extended use requirement as specified therein.
9. **Permitted Transfers.**
- (a) **Replacement of Managing Member.** Notwithstanding anything to the contrary in the Note, the Deed of Trust or this Rider, in the event the Investor (hereinafter defined) exercises its rights under the Borrower's operating agreement to replace the managing member of Borrower, then Lender shall consent to such replacement subject to the Loan Documents if (1) the replacement is approved by the FHLB as provided in the Subsidy Agreement; (2) the new managing member (the "Replacement MM") is (A) Investor or one Investor Affiliate (hereinafter defined), or (B) a nonprofit entity (but not an Investor Affiliate) approved by the Investor and such nonprofit entity and the Project meet Lender's underwriting criteria for a similar type of property in effect at the time of the replacement; (3) the Loan is current and there exists no event of default under the Deed of Trust, this Rider or any other Loan Document, and, there exists no other event, which, with the giving of notice or the passage of time or both, would constitute an event of default under the Deed of Trust, this Rider or any other Loan Document; (4) Lender receives a new lender's policy of title insurance or endorsement insuring the continued existing lien status of the Loan; and (5) the Replacement MM pays all costs relating to the transaction (credit report fees, notary fees, recording fees, escrow fees, title fees, title insurance premium, legal fees, and any other costs incurred by Lender, if any). In the event the above conditions are met, all existing terms of the Loan Documents will remain in effect. The obligations of Lender stated herein are expressly conditioned upon the assumption transaction being in compliance with the applicable law and regulations of all government agencies having jurisdiction over Lender at the time of the transfer.
 - (b) **Definitions.** In this Section 9, "Investor" means the Borrower's tax credit investor identified in Section 4 above as of the date of the Deed of Trust. "Investor Affiliate" means an entity (a) in which the Investor has a material ownership interest, directly or indirectly, and (b)

whose management and business decisions the Investor manages and controls, directly or indirectly.

- (c) Notwithstanding anything to the contrary contained herein or in the other loan documents, the transfer of Investor or other non-managing member interests in Borrower shall be permitted without consent of Lender or the FHLB except as otherwise provided in the Subsidy Agreement and shall not constitute an event of default or result in any fee.

DRAFT

Signature for Rider to Deed of Trust (AHP Rental Program)

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: Sole Member

By: Rupert Wayne Ruiz
Name: RUPERT WAYNE RUIZ
Title: NEVADA RESIDENT

ACKNOWLEDGMENTS

STATE OF NEVADA
COUNTY OF CLARK } ss.

This instrument was acknowledged before me on Sept. 5, 2018, by RUPERT WAYNE RUIZ

Peymen Ali Rassa
Notary Public

Residing at CLARK COUNTY

My commission expires NOVEMBER 17 2021

[SEAL]



HUD RIDER TO DEED OF TRUST

COPY

HUD RIDER TO RESTRICTIVE COVENANTS
(AHP Deed of Trust)

This RIDER TO RESTRICTIVE COVENANTS is made as of September 14, 2018, by Highland at Vista, LLC, a Nevada limited liability company ("Borrower") and Charles Schwab Bank, a federal savings association and its successors in interest ("Agency").

WHEREAS, Borrower has obtained financing from Centennial Mortgage, Inc., a Missouri corporation ("Lender") for the benefit of the project known as Highland Manor Apartments, FHA Project No. 125-11121 ("Project"), 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, and that certain Multifamily Deed of Trust, Assignment of Rents and Security Agreement, dated as of December 1, 2015, and recorded on December 14, 2015 in the Official Records of Douglas County, Nevada (the "Records") as Instrument No. 2015-874016 ("Security Instrument"), as modified and assumed by Borrower pursuant to that certain Modification/Release and Assumption Agreement, dated as of September 14, 2018, and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Borrower has received a loan from the Agency, which Agency is requiring certain restrictions be recorded against the Project under the terms of a Rider to Deed of Trust - Affordable Housing Program Retention Agreement and Restrictive Covenants (AHP Rental Project) (the "Restrictive Covenants"); and

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Centennial Mortgage, Inc., a Missouri corporation, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

“Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

“National Housing Act” means the National Housing Act of 1934, as amended.

“Program Obligations” has the meaning set forth in the Security Instrument.

“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), to the extent applicable, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In accordance with 26 U.S.C. 42(h)(6)(E)(i)(1), in the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate, with the exception of the requirements of 26 U.S.C. 42(h)(6)(E)(ii) above, to the extent applicable, or as otherwise approved by HUD.

(e) Borrower and the Agency acknowledge that Borrower’s failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except for the Agency’s reporting requirement, in enforcing the Restrictive Covenants the Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity.

(g) For so long as the Mortgage Loan is outstanding, Borrower and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Agency may require Borrower to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

(i) Notwithstanding anything to the contrary contained herein, it is not the intent of any of the parties hereto to cause a recapture of the Low Income Housing Tax Credits or any portion thereof related to any potential conflicts between the HUD Requirements and the Restrictive Covenants. Borrower represents and warrants that to the best of Borrower's knowledge the HUD Requirements impose no requirements which may be inconsistent with full compliance with the Restrictive Covenants. The acknowledged purpose of the HUD Requirements is to articulate requirements imposed by HUD, consistent with its governing statutes, and the acknowledged purpose of the Restrictive Covenants is to articulate requirements imposed by Section 42 of the Code. In the event an apparent conflict between the HUD Requirements and the Restrictive Covenant arises, the parties and HUD will work in good faith to determine which federally imposed requirement is controlling. It is the primary responsibility of the Borrower, with advice of counsel, to determine that it will be able to comply with the HUD Requirements and its obligations under the Restrictive Covenants.

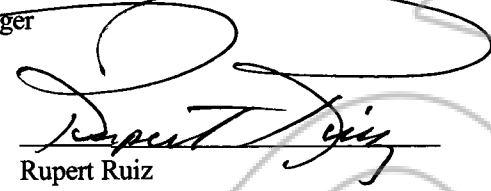
[Signature Pages Follow]

BORROWER:

HIGHLAND AT VISTA, LLC, a Nevada limited liability company

By: Highland Manager, LLC a Nevada limited liability company
Its: Managing Member

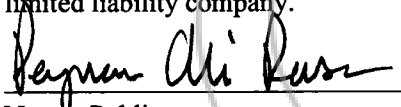
By: CPLC Nevada, Inc., a Nevada nonprofit corporation
Its: Manager

By: 
Rupert Ruiz
President

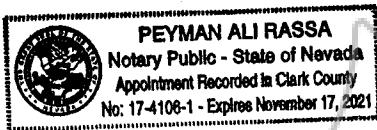
ACKNOWLEDGMENT

State of Nevada
County of Clark

This instrument was acknowledged before me on September 5th, 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: PEYMAN ALI RASSA
(Seal)

My Commission Expires:
NOVEMBER 17 2021



Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

AGENCY:

CHARLES SCHWAB BANK,
a federal savings association

By: Michael Solomon
Name: Michael A. Solomon
Its: VP

ACKNOWLEDGMENT

State of New York
County of New York

This instrument was acknowledged before me on September 11, 2018 by Michael Solomon,
as the Vice President of the **CHARLES SCHWAB BANK**, a federal savings association.

Joan Caldas

Notary Public

Printed Name: Joan Caldas **JOAN CALDAS**
Notary Public - State of New York

(Seal)

No. 01CA6120589
Qualified in Nassau County
My Commission Expires Dec. 27, 2020

My Commission Expires:

12-27-2020

Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

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.