

LINCOLN COUNTY, NV

2024-166940

\$37.00

Rec:\$37.00

05/28/2024 10:49 AM

FIRST AMERICAN TITLE INSURANCE COMPANY \$15 AK

OFFICIAL RECORD

AMY ELMER, RECORDER

APN: 001-021-008

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

1175839

**DEED OF TRUST AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS (this "Deed of Trust") is made this 23rd day of May 2024, PIOCHE APARTMENTS, LLC, a Nevada limited liability company (herein "Trustor"), whose address is 3695 Desatoya Drive Carson City, Nevada 89701 and First American Title Company (herein "Trustee"), a Nevada corporation, for the benefit of Nevada Housing Division, a division of the Nevada Department of Business and Industry, a state agency (herein "Beneficiary").

WITNESSETH:

That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the Clark County, State of Nevada, described in the Legal Description, Exhibit A attached hereto (the "Property"), together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

This Deed of Trust is given for the purpose of securing (1) payment of the sum of Two Hundred Seventy-Two Thousand Three Hundred Fifty-One and 50/100ths Dollars (\$272,351.50) in Housing Trust Funds ("Project Funds") with interest, if any, accruing thereon according to the terms of the Promissory Note (Secured-All Inclusive) of even date herewith (herein the "Secured Note" and, together with the Project Agreement (as defined below) and this Deed of Trust, collectively, the "Loan Documents") made by Trustor, payable to the order of Beneficiary, and extensions or renewals thereof, (2) the obligations of the Trustor, including its successors and assigns, under the Housing Trust Fund Loan Agreement dated as of May 23, 2024, by and between the Trustor and the Beneficiary ("Project Agreement"), as may from time to time be amended, and (3) the performance of each obligation of Trustor incorporated by reference herein or contained herein.

SIGNED IN COLINTERPART

## A. PROJECT AGREEMENT:

1. Trustor shall abide by the terms of the Project Agreement. Trustor agrees to use the Property to construct the Project (defined in the Project Agreement) and to provide decent, safe, and sanitary apartment units for rent by tenants. Trustor agrees to use all commercially reasonable efforts to maintain and operate the Property as a drug-free environment.
2. Trustor agrees that any outstanding balance and all accrued interest, if any, of the Secured Note becomes immediately due and payable if Trustor sells or transfers ownership of the Property, including through the foreclosure of the Project.
3. Beneficiary acknowledges that Trustor has entered or shall enter into that certain DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THE LAND FOR LOW-INCOME HOUSING TAX CREDITS, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code of 1986, as amended (the "Code") recorded in the Office of the County Recorder for Clark County, Nevada, (collectively, the "Regulatory Agreement"). Notwithstanding anything to the contrary contained in this Deed of Trust or any related document, Beneficiary agrees that the lien created hereunder shall be subordinate in all respects to the Regulatory Agreement.
4. Beneficiary, for itself and its successors and assigns, covenants and agrees that all of its rights and powers under this Deed of Trust are subordinate and subject to the encumbrances and deeds of trust securing the loans listed on Exhibit B attached hereto and incorporated herein.
5. The terms, conditions, covenants and restrictions contained in this Deed of Trust are deemed to be covenants running with the land for the benefit of the Beneficiary, and its successors, and shall pass to and be binding on Trustor's heirs, assigns and successors in interest and title to the Property. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to such terms, conditions, covenants, and restrictions, regardless of whether the same has been set forth in such contract, deed or other instrument.

## B. INSURANCE

1. So long as Trustor owes money to Beneficiary under the Project Agreement, Trustor agrees to maintain insurance in amounts approved, from time to time, and with insurers approved by Beneficiary as follows (it being agreed that any insurance policy that satisfies the requirements of any lender of a loan secured by the Property is senior in priority to the loan secured hereby, shall satisfy all insurance requirements hereunder):
  - (i) insurance with respect to improvements against loss or damage by fire or any risk included under "fire and extended coverage" policies and any other hazard Beneficiary so requires as of the

date hereof, in an amount approved by Beneficiary as of the date hereof, with a replacement cost endorsement without depreciation;

- (ii) public liability and property damage insurance applicable to the Property with an endorsement naming Beneficiary as an additional insured as its interest may appear; and
- (iii) flood insurance if the Property is designated as part of a flood plain or otherwise comes under the requirements of the Federal Flood Insurance Act of 1968, as amended, or any similar state or federal law.

2. All insurance maintained by Trustor shall:

- (i) except for liability insurance contain a standard non-contributory mortgagee's endorsement in favor of Beneficiary;
- (ii) except for liability insurance, provide that, insurance proceeds shall be payable to Beneficiary, and in the case of hazard insurance, pursuant to the Nevada Standard Mortgagee Clause No. 438BFUNS or other mortgagee clause;
- (iii) provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Trustor or Beneficiary or any other person;
- (iv) provide that no cancellation, reduction in amount, or material change in coverage shall be effective until at least 30 days after receipt by Trustor and Beneficiary of written notice;
- (v) contain only such deductibles, if any, as Beneficiary may approve in writing and be reasonably satisfactory to Beneficiary in all other respects; and
- (vi) any insurance may, at Trustor's option, be provided through a blanket policy or policies.

3. Upon execution of this Deed of Trust and thereafter not less than 30 days prior to the expiration date of any policy, Trustor will deliver to Beneficiary the original of any policy or renewal policy required by this Deed of Trust, bearing notations evidencing the payment of premiums, except that, in lieu of the policy, Trustor may with Beneficiary's consent, deliver a certificate of the insurer, satisfactory to the Beneficiary in substance and in form, as to the issuance and effectiveness of the policy and the amount of coverage afforded thereby accompanied by a certified copy of such policy. Delivery of such policy of insurance shall constitute an assignment to Beneficiary of any returned premiums.

4. Should Trustor fail to provide insurance as above, Beneficiary may, but is not required to, procure insurance to protect its interests, and Beneficiary agrees to pay the costs of such insurance together with interest thereon.

C. TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

1. To keep the Property in good condition and repair, ordinary wear and tear excepted; to not permit or commit waste or impairment; after construction of the Project, not to remove or demolish the building thereon (except in connection with any rebuilding permitted pursuant to the Loan Documents, evidencing any loan that is senior in priority to the loan secured hereby); to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore or to bond over any liens to Beneficiary's reasonable satisfaction; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; and not to commit, or knowingly suffer or permit any act upon the Property in violation of law; the specific enumerations herein not excluding the general.
2. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
3. To pay: (a) before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; (b) when due subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (c) all allowable expenses of this Deed of Trust.
4. Should Trustor fail to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay reasonable expenses, employ counsel and pay reasonable attorney's fees.
5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate provided in the Secured Note.
6. To operate the Property in accordance with all laws in all material respects, and not to engage in or knowingly permit any illegal activities thereon.

7. Subject to the rights of any senior lender, to assign to Beneficiary all proceeds of all insurance policies regarding the operation of the Property, and in the event that Trustor is paid any such proceeds, Trustor agrees that it is holding such proceeds as trustee for Beneficiary and to immediately pay them to Beneficiary.
8. Subject to the rights of any senior lender, any amounts paid to Beneficiary under any hazard policy shall be applied by Trustor to rebuild the Property, and to use all available insurance proceeds therefore, provided that: (i) such proceeds are sufficient to rebuild the Property in a manner that provides adequate security to the Beneficiary for repayment of the loan, or if such proceeds are insufficient to provide adequate security then Trustor has funded any deficiency; (ii) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance proceeds for rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld; and (iii) no material default then exists under this Deed of Trust, the Note, or the Project Agreement. If the casualty affects only part of the Property and total rebuilding is infeasible, then such proceeds may be used for partial rebuilding and partial repayment of the Project Agreement in a manner that provides adequate security to the Beneficiary for repayment of the remaining balance of the Project Agreement. The application or release shall not cure or waive any default or notice of default, or invalidate any act done pursuant to a Notice of Default. Unless Beneficiary and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amounts of any payments required by the Project Agreement or herein.

D. IT IS MUTUALLY AGREED:

1. That subject to the rights of any senior lender, any award of damages, direct or consequential, in connection with any condemnation or any other taking of the Property or any part thereof, or for any conveyance in lieu of condemnation, is hereby assigned and shall be paid to Beneficiary who shall apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. Trustor waives any legal or equitable interest in the award and any right to require an appointment of the award. Trustor agrees the Beneficiary is entitled to apply the award in accordance with this paragraph without demonstrating that its security has been impaired.
2. That subject to the rights of any senior lender, the amount paid to Beneficiary shall be applied by Trustor to rebuild any portion of the Property taken by condemnation, and to use all available condemnation proceeds therefore, provided that: (i) such proceeds are sufficient to rebuild the Property in a manner that provides adequate security to the Beneficiary for repayment of the loan, or if such proceeds are insufficient to provide adequate security then Trustor has funded any deficiency; (ii) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance proceeds for major rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld; and (iii) no material default then exists under the Loan Documents. If condemnation affects only part of the Property and total rebuilding is infeasible, then such proceeds may be used for

partial rebuilding and partial repayment of the Project Agreement in a manner that provides adequate security to the Beneficiary for repayment of the remaining balance of the Project Agreement. The application or release shall not cure or waive any default or notice of default, or invalidate any act done pursuant to a Notice of Default. Unless Beneficiary and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amounts of any payments required by the Project Agreement or herein.

3. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may re-convey any part of the Property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
5. That upon written request of Beneficiary stating that all sums and obligations secured hereby have been paid, or satisfied, and upon surrender of this Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall re-convey, without warranty, the property then held hereunder. The grantee in such re-conveyance may be described as "the person or persons legally entitled thereto."
6. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness hereby secured (subject to applicable notice and cure periods), enter upon and take possession of the Property or any part thereof in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.
7. That upon default by Trustor in payment of any indebtedness secured hereby (subject to applicable notice and cure periods) or in performance of any agreement hereunder following a thirty (30) day cure period (or such longer period as may be reasonably necessary provided Trustor has commenced a cure within such thirty (30) day period and is diligently prosecuting such cure to completion), Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold the Property, which

notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby. Notwithstanding anything herein to the contrary, Beneficiary agrees that any cure made or tendered by any of the partners of Trustor shall be deemed a cure tendered by Trustor hereunder and shall be accepted or rejected on the same basis as if made or tendered by Trustor.

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

Trustee shall deliver to such purchaser its deed conveying the property so sold, but without covenant or warranty, express or implied. Subject to applicable law, any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale provided that the agent conducting the sale may not purchase at the sale.

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

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the Recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this Deed of Trust is recorded and the name and address of the Trustee.
9. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine, and the singular number includes the plural.

10. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
11. Beneficiary acknowledges that Trustor has entered or will enter into a Regulatory Agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Code, as amended. Notwithstanding anything to the contrary contained in this Deed of Trust or any related document, Beneficiary agrees that the lien created hereunder shall be subordinate in all respects to such Regulatory Agreement. Beneficiary acknowledges and agrees that, in the event of a foreclosure of its interest under the Deed of Trust or delivery by the Beneficiary of a deed in lieu thereof (collectively, a "Foreclosure"), the following rule contained in Section 42(h)(6)(E)(ii) of the Code shall apply:

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

#### E. THE PARTIES FURTHER AGREE:

1. Except as otherwise disclosed to Beneficiary in a policy of title insurance accepted by Beneficiary in connection with the Project Agreement, Trustor represents and warrants to Beneficiary that it holds an interest in the Property without any defects, liens, encumbrances (except tenant leases), easements, adverse claims or other limitations with respect to said interests or any options to purchase, agreements to sell, or other defects in title to the interest.
2. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this Deed of Trust may be not more than the sum of the following amounts: (i) The equity of Beneficiary in the Secured Note secured hereby being the difference between the then unpaid balance of principal and interest accrued and unpaid on the Secured Note on the date of such foreclosure sale and the then unpaid balance of principal and interest so accrued and unpaid on the Project Agreement as of the date of such foreclosure sale; plus (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this Deed of Trust prior to the date of such foreclosure sale for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with reasonable attorneys' fees and costs incurred by Beneficiary in enforcing this Deed of Trust or the Secured Note secured hereby as permitted by law.



3. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under this Deed of Trust securing the Secured Note and the Project Agreement.
4. The following Covenants, Nos. 1, 3, 4 (rate of interest is the default rate stated in the Secured Note), 5, 6, 7 (reasonable attorneys' fees in the amount provided for in the Secured Note), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5 and 9 and, provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.
5. Notwithstanding anything to the contrary contained in this Deed of Trust, the Secured Note, the Project Agreement or any related document, the consent of the withdrawal, removal and/or replacement of the Managing Member of Trustor ("Managing Member") for cause in accordance with the Amended and Restated Operating Agreement of Limited Partnership of Trustor, shall require the consent of Beneficiary, which consent shall not be unreasonably delayed or conditioned, provided, however, that no such consent shall be required if the Investor Member of Trustor ("Investor Member") is the replacement Managing Member. Notwithstanding the foregoing, the substitute Managing Member shall assume all of the rights and obligations of the removed Managing Member under this Deed of Trust.
6. Acceptance of a late or partial payment or performance shall not constitute a waiver of any other or future default. Any lack of diligence by Beneficiary or any failure to exercise any right or remedy shall not be construed as a waiver of the default or any rights or remedies unless such a waiver is expressed in writing. Any waiver applies only to the specific default or right or remedy indicated in the waiver and does not operate as a continuing waiver of the default, right or remedy, or of any other or future default, right or remedy, nor does any waiver imply a course of dealing, course of conduct, or obligation to make any further waivers or forbearances.
7. This Deed of Trust shall be governed by the law of Nevada. If any part, term, or provision of this Deed of Trust is held by any court to be illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Deed of Trust did not contain the particular part, term, or provision held to be invalid.
8. Should Beneficiary or Trustee, or both, become parties to any action to enjoin foreclosure, or other legal proceedings instituted by Trustor, or by any third party, or should Trustor institute or be subject to any bankruptcy, reorganization, receivership or other proceeding in relation to creditors, then all reasonable attorneys' fees and costs incurred by Beneficiary or Trustee, or both, in any of those proceedings, shall be secured by this Deed of Trust and shall be paid by Trustor upon demand, and if not paid, shall be recovered from the Property.

9. Notwithstanding anything to the contrary contained herein, this is a non-recourse Deed of Trust and Assignment of Rents. Neither Trustor nor any officer, employee or member of Trustor shall be personally liable for the payment of the indebtedness evidenced by this Note, the Deed of Trust, the Housing Trust Fund Loan Agreement or any other loan documents, and any judgment or decree in any action brought to enforce the obligation of Trustor to pay the indebtedness will be enforceable against Trustor and the officers, employees or members of Trustor, if any, only to the extent of Trustor's interest in the Property and any improvements thereon or any other collateral pledged, encumbered, or otherwise covered by the loan documents. Any judgment or decree will not be subject to execution, or be a lien, on the assets of the Trustor and the members in Trustor, if any, other than Trustor's interest in the Project and any other collateral pledged, encumbered, or otherwise covered by the loan documents.
10. Notwithstanding anything to the contrary, this Deed of Trust is subject to the Uniform Assignment of Rents Act, NRS Chapter 107A, and the Uniform Power of Attorney Act, NRS 162A.200, et seq.

#### F. EVENTS OF DEFAULT

1. The Trustor shall be in default under this Deed of Trust if any one or more of the following events occur, and the default has not been cured within thirty (30) days after written notice is received by Trustor, unless the event or default cannot be cured within such thirty-day period and Trustor is diligently pursuing a cure:
  - (i) Trustor fails to pay any amount due under or honor or perform any provision of, or there occurs a breach of or default under any obligation secured hereby;
  - (ii) Trustor fails to perform or comply with any of the material terms of this Deed of Trust or any other document executed in connection with the Loan Agreement;
  - (iii) The Property or any portion of it becomes property of a bankruptcy estate or the subject of any bankruptcy proceedings, or part of a decedent's estate, or there occurs a petition for the appointment of any trustee, receiver, or liquidator of any material part of the Property that has not been dismissed within ninety (90) days of filing;
  - (iv) Trustor defaults on any indebtedness secured by a Deed of Trust or security agreement which is either prior or subordinate to the lien of this Deed of Trust which is not cured within the applicable cure period; or
  - (v) Any taking by eminent domain or a conveyance as a result thereof unless the entire award is paid to Beneficiary or used to rebuild the Property as provided above.

2. Beneficiary shall give the Managing Member and Investor Member written notice of any default under the Project Agreement, and the cure periods shall commence on the effective date of any such notice. Such notice shall be sent to the following:

Trustor: PiocheApartments, LLC  
c/o Pioche Apartments Manager LLC  
3695 Desatoya Drive  
Carson City, Nevada 89701

With a copy to  
Investor Member: PNC Bank, National Association  
121 S.W. Morrison Street, Suite 1300  
Portland, Oregon 97204-3143  
Attn: Fund Management

In the event of a default, following notice to Trustor, and any applicable cure period, Beneficiary may, in any order it chooses, undertake any one or combination of the following remedies, and all of the remedies are cumulative and in addition to any other remedy given hereunder or under the laws or principles of equity of Nevada:

- (i) Declare a default under the Project Agreement or any other obligation secured hereby or any other agreement executed in connection with Project Agreement and pursue any remedy available thereunder;
- (ii) Invoke any of its rights hereunder, including, without limitation, the collection of rents, taking any action to protect its security, and exercising the power of sale of the real property; or
- (iii) Have a receiver appointed as a matter of right without regard to the sufficiency of the Property or any other security or guaranty and without any showing contemplated by NRS 107.100.

Beneficiary hereby acknowledges and agrees that any cure made or tendered by the Investor Member shall be deemed a cure made or tendered by Trustor hereunder and shall be accepted or rejected on the same basis as if made or tendered by Trustor.

(Remainder of page is intentionally left blank)

IN WITNESS WHEREOF, this Deed of Trust has been duly executed by the Trustor on the first day hereinbefore written.

Pioche Apartments LLC,  
a Nevada limited liability company

By: Pioche Apartments Manager LLC,  
a Nevada limited liability company,  
its Managing Member

By: Nevada Rural Housing Authority,  
its sole member

By: Beth A. Dunning  
Name: Beth A. Dunning  
Title: Director of Community Development

STATE OF NEVADA )  
                    *Carson City* ) ss  
COUNTY OF ~~LINCOLN~~ )

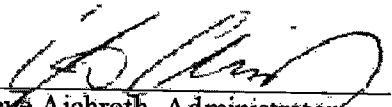
This instrument was acknowledged before me on May 9<sup>th</sup>, 2024, before me, a Notary Public, personally appeared Beth Dunning, who did say that she is the Director of Community Development of the Nevada Rural Housing Authority, personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Patrick Michael Conway  
(Signature of notarial officer)



**BENEFICIARY:**

**NEVADA HOUSING DIVISION**, a Division within the State of Nevada Department of Business and Industry, a state agency

By:   
Steve Aichroth, Administrator

STEVE

STATE OF NEVADA            )  
  ) ss  
CARSON CITY                 )

On this 10 day of May, 2024, before me Steve Aichroth personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Notary Public Amber Nichelle Baker My commission expires 10-19-2026

(Signature of notarial officer)



**EXHIBIT 'A'**

File No.: **NCS-1175839-HHLV (KR)**

Property: **61 Hollywood Way, Pioche, NV 89043**

**THAT PARCEL OF LAND SITUATED WITHIN THE SOUTHEAST QUARTER (SE ¼ ) OF SECTION 15, TOWNSHIP 01 NORTH, RANGE 67 EAST, M.D.B. & M., LINCOLN COUNTY, NEVADA, AND FURTHER DESCRIBED AS FOLLOWS:**

**PARCEL 4A OF DIVISION OF LAND SUBSEQUENT PARCEL MAP FOR LINCOLN COUNTY HOUSING AUTHORITY A POLITICAL SUBDIVISION OF NEVADA RECORDED AS DOCUMENT 2022-162914 AT LINCOLN COUNTY RECORDER'S OFFICE ON AUGUST 16, 2022.**

**A.P.N. 001-021-08**

**EXHIBIT B**

**SENIOR DEEDS OF TRUST**

1. Rural Community Assistance Program, \$9,957,000.00
2. Bonneville Mortgage Company, \$1,400,000.00
3. Nevada Housing Division, HOME Investment Partnership Program, \$1,727,348.50

COOPER