

## PLEDGE AGREEMENT

This **PLEDGE AGREEMENT** (this “*Agreement*”), dated as of April [ ], 2025, is made and entered into between Twain Investment Fund 882, LLC, a Missouri limited liability company (“*Fund Borrower*”) and City Parkway V, Inc., a Nevada nonprofit corporation (“*Fund Lender*”).

### W I T N E S S E T H:

WHEREAS, Fund Borrower has executed and delivered to Fund Lender that certain Promissory Note of even date herewith in the original principal amount of Six Million Three Hundred Fifty-Two Thousand Two Hundred and No/100 Dollars (\$6,352,200.00) (as amended, supplemented or otherwise modified from time to time, the “*Note*”), which Note evidences the loan being made by Fund Lender to Fund Borrower (the “*Fund Loan*”);

WHEREAS, in connection with the Fund Loan, Fund Borrower and Fund Lender have entered into that certain Fund Loan Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the “*Fund Loan Agreement*”);

WHEREAS, Fund Borrower is the record and beneficial owner of a 99.99% membership interest in LVCIC SUB-CDE XII, LLC, a Nevada limited liability company (the “*Pledged Securities*”);

WHEREAS, in connection with the making of the Fund Loan and as security for the payment and performance of Fund Borrower’s obligations in connection with the Fund Loan (the “*Obligations*”), Fund Lender is requiring that Fund Borrower execute and deliver this Agreement and grant the security interest contemplated hereby.

NOW, THEREFORE, in consideration of the promises and the covenants hereinafter contained, and to induce Fund Lender to make the Fund Loan, it is agreed as follows:

1. Definitions.

(a) “*Approved Investment Documents*” means, collectively, any operating agreement(s), loan agreement(s), promissory note(s), mortgage(s) or deed(s) of trust, and/or other documents evidencing, securing, or governing any equity investment or loan the making of which is authorized and approved to be made by the Issuer under the terms of the CDE Agreement, as the same may be amended from time to time in accordance with the CDE Agreement.

(b) “*CDE Agreement*” means that certain Amended and Restated Operating Agreement of Issuer dated as of the date hereof, as amended, restated or otherwise modified from time to time.

(c) “*Issuer*” means LVCIC SUB-CDE XII, LLC, a Nevada limited liability company.

(d) “*Securities Act*” means the Securities Act of 1933, as amended.

(e) Capitalized terms not otherwise defined herein shall have the meanings set forth in, and the interpretations applicable thereto under, the Fund Loan Agreement or that certain Amended and Restated Operating Agreement for Fund Borrower of even date herewith (as amended, supplemented or otherwise modified from time to time, the “**Fund Agreement**”). The meanings given to terms herein, in the Fund Loan Agreement and the Fund Agreement shall be equally applicable to both the singular and plural forms of such terms. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, schedule and exhibit references are to this Agreement unless otherwise specified.

2. Pledge. Subject to Article 9 of the Fund Loan Agreement, Fund Borrower hereby pledges to Fund Lender and grants to Fund Lender, a first position security interest in all of the following now owned or hereafter acquired (collectively, the “**Pledged Collateral**”):

(a) the Pledged Securities and the certificates and other instruments or agreements, if any, representing or evidencing the Pledged Securities, and all dividends, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Securities;

(b) all rights and privileges of Fund Borrower with respect to the securities and assets referred to in clause (a) above; and

(c) all proceeds of any of the foregoing.

Notwithstanding the foregoing, the Pledged Collateral shall not include (i) any Indemnity Payments (as defined in the Fund Loan Agreement), (ii) Fund Borrower’s right to receive any tax credits, or (iii) any proceeds held by Fund Borrower that are needed to pay the Annual Management Fee (as defined in the Fund Agreement), including, without limitation, any amounts held in any reserve account in the name of Fund Borrower that shall be used to pay such Annual Management Fee.

3. Security for the Obligations. This Agreement secures, and the Pledged Collateral is security for, the prompt payment and performance of the Obligations. Except as provided in Section 7 hereof, and subject to Article 9 of the Fund Loan Agreement, by executing this Agreement, (i) Fund Borrower has divested itself of all control over the Pledged Collateral, and Fund Lender is entitled to and does possess sole dominion and control over the Pledged Collateral and is entitled to receive the benefits accruing with respect thereto, in accordance with the provisions of this Agreement and (ii) Fund Borrower surrenders all authority or right to withdraw, collect, receive the benefits of, or otherwise assign or encumber the Pledged Collateral. Subject to Article 9 of the Fund Loan Agreement, the collateral assignment evidenced by this Agreement is a continuing one and is irrevocable so long as any of the Obligations are outstanding or Fund Borrower shall have any obligations under the Note and shall terminate only upon payment or other satisfaction in full of all Obligations or Fund Lender’s acknowledgment in writing that this Agreement has been terminated.

4. Delivery of Pledged Collateral. All certificates or other instruments representing or evidencing the Pledged Collateral, if any, (i) shall be delivered to Fund Lender and (ii) shall be accompanied by duly executed instruments of transfer or collateral assignment in blank, including a duly executed collateral assignment in blank, substantially in the form attached hereto as Exhibit A, all in form and substance satisfactory to Fund Lender. Subject to Article 9 of the Fund Loan Agreement, Fund Lender shall have the right, at any time after the occurrence and during the continuance of an Event of Default (as defined in the Fund Loan Agreement), in its discretion and without notice to Fund Borrower, to transfer to or to register in the name of Fund Lender, any or all of the Pledged Collateral.

5. Representations and Warranties. Fund Borrower represents and warrants to Fund Lender that as of the date hereof:

(a) Fund Borrower is duly organized or formed, validly existing and in good standing under the laws of the State of Missouri, has the legal power and authority to own its properties and to carry on its business as now being and hereafter proposed to be conducted. Fund Borrower is duly qualified and authorized to do business in each jurisdiction in which failure to be so qualified and authorized would have a Material Adverse Effect.

(b) Fund Borrower is, and at the time of delivery of the Pledged Collateral to Fund Lender pursuant to Section 4 hereof will be, the sole holder of record and the sole beneficial owner of the Pledged Collateral, free and clear of any lien, charge or encumbrance thereon or affecting the title thereto, except for the security interests created by this Agreement and any liens securing unpaid capital contribution obligations to the Issuer.

(c) All of the Pledged Securities have been duly authorized and validly issued.

(d) Fund Borrower has the right and requisite authority to pledge the Pledged Collateral to Fund Lender, as provided herein.

(e) To the best of Fund Borrower's knowledge, none of the Pledged Securities has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject. Fund Borrower's execution, delivery and performance of this Agreement and the pledge of the Pledged Collateral hereunder do not, directly or indirectly, violate in any material respect or result in a violation of any such laws.

(f) None of the Pledged Securities are, as of the date of this Agreement, margin stock, and Fund Borrower, promptly after learning thereof, shall notify Fund Lender of any of its Pledged Securities which is or becomes margin stock and execute and deliver in favor of Fund Lender any and all instruments, documents and agreements (including, but not limited to Forms U-1) necessary to cause the pledge of such margin stock to comply with all applicable laws, rules and regulations.

(g) To the best of Fund Borrower's knowledge, no consent, approval, authorization or other order of any Person and no consent, authorization, approval, or

other action by, and no notice to or filing with, any governmental departments, commissions, boards, bureaus, agencies or other instrumentalities, domestic or foreign, is required to be made or obtained by Fund Borrower either (i) for the pledge of the Pledged Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by Fund Borrower or (ii) for the exercise by Fund Lender of the voting or other rights provided for in this Agreement or the remedies in respect of the Pledged Collateral pursuant to this Agreement.

(h) To the best of Fund Borrower's knowledge, the pledge of the Pledged Collateral to Fund Lender pursuant to this Agreement will create a valid lien on and, upon the proper filing of a UCC financing statement by Fund Lender, a perfected security interest in the Pledged Collateral pledged by Fund Borrower, and the proceeds thereof, securing the payment of the Obligations, subject to Article 9 of the Fund Loan Agreement.

(i) This Agreement has been duly authorized, executed and delivered by Fund Borrower and constitutes the legal, valid and binding obligation of Fund Borrower enforceable in accordance with its terms except as enforceability may be limited by the applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or law).

Fund Lender represents and warrants to Fund Borrower that it is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

The representations and warranties set forth in this Section 5 shall survive the execution and delivery of this Agreement.

6. Covenants. Fund Borrower covenants and agrees that until the payment in full of the Obligations:

(a) Except with respect to the pledge pursuant to this Agreement and except as expressly permitted in Section [11.02 and Article 8] of the CDE Agreement, Fund Borrower will not sell, assign, transfer, pledge, or otherwise encumber any of its rights in or to any Pledged Collateral or any dividends or other distributions or payments with respect thereto or grant a lien, charge, encumbrance or security interest on any thereof. Fund Borrower will not consent to the issuance of any additional membership interests in the Issuer or issue any additional membership interests (the "**Interests**") in the Issuer, whether certificated or uncertificated, to any Person without the prior, written consent of Fund Lender in its sole discretion.

(b) Fund Borrower, at its expense, will promptly execute, acknowledge and deliver all such instruments and take all such action as Fund Lender from time to time may reasonably request in order to ensure to Fund Lender the benefits of the liens and security interests in and to the Pledged Collateral intended to be created by this Agreement, including the delivery of all certificates and other documentation evidencing any of the Pledged Collateral and the filing of any necessary Uniform Commercial Code



financing statements deemed reasonably necessary by Fund Lender, which may be filed by Fund Lender without the signature of Fund Borrower.

(c) Fund Borrower will defend the title to the Pledged Collateral and the liens of Fund Lender, for the benefit of Fund Lender against the claim of any Person and will maintain and preserve such liens until the payment in full of the Obligations.

(d) Fund Borrower hereby consents to Fund Lender's or its designee's right to become and be admitted as a member of the Issuer and to receive distributions and allocations from the Issuer upon the exercise of Fund Lender's rights hereunder without further action, approval or consent.

7. Fund Borrower's Rights.

(a) Until the Forbearance Termination Date (as defined in the Fund Loan Agreement) and at all times thereafter so long as no Event of Default shall have occurred and be continuing, and until written notice shall be given to Fund Borrower in accordance with Section 8 hereof, Fund Borrower shall have the right, from time to time, to vote and give consents with respect to the Pledged Collateral or any part thereof for all purposes not inconsistent with the provisions of this Agreement, the Fund Loan Agreement, the Note and any other agreement; provided, however, that, except (i) as required by the NMTC Program Requirements (as defined in the Fund Agreement) as determined by the manager of Fund Borrower and (ii) as permitted under Sections [8.06 and 11.02] of the CDE Agreement, no vote shall be cast, and no consent shall be given or action taken, which would authorize or effect (A) the dissolution or liquidation, in whole or in part, of the Issuer, (B) the consolidation or merger of the Issuer with any other Person, (C) the sale, disposition or encumbrance of all or substantially all of the assets of the Issuer, except in connection with the Issuer's exercise of its rights and remedies in accordance with the Approved Investment Documents, (D) any change in the authorized number of shares or Interests in the Issuer, the stated capital or the authorized share capital of the Issuer or the issuance of any additional Interests in the Issuer, (E) the alteration of the voting rights with respect to Fund Borrower's interests in the Issuer, or (F) any material amendment to the CDE Agreement, except as permitted in the Fund Loan Agreement and/or any amendment required in connection with the redeployment of any proceeds received by Issuer in connection with the exercise of its rights and remedies in accordance with the Approved Investment Documents;

(b) After the Forbearance Termination Date and upon the occurrence and continuance of an Event of Default, Fund Lender shall have the right, from time to time, to vote and give consents with respect to the Pledged Collateral; and

(c) Fund Borrower may receive cash or property distributions attributable to the Pledged Collateral and make distributions to its members of any amounts not needed to make payments on the Note which are then due and payable.

8. Defaults and Remedies. Subject to Article 9 of the Fund Loan Agreement, upon the occurrence of an Event of Default under the Fund Loan Agreement, and during the

continuation of such Event of Default, then or at any time after such declaration, Fund Lender is hereby authorized and empowered to do any and all of the following in a commercially reasonable manner: transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral; exchange certificates or instruments representing or evidencing the Pledged Securities for certificates or instruments of smaller or larger denominations; collect and receive all cash dividends and other distributions made thereon; sell in one or more sales after ten (10) days' written notice is sent to Fund Borrower of the time and place of any public sale or of the time after which a private sale is to take place (which notice Fund Borrower agrees is commercially reasonable), but without any previous notice or advertisement, the whole or any part of the Pledged Collateral; and, otherwise act with respect to the Pledged Collateral as though Fund Lender were the outright owner thereof, provided, however, Fund Lender shall not have any duty to exercise any such right of sale or to preserve the same and shall not be liable for any failure to do so or for any delay in doing so. Any sale shall be made at a public or private sale at Fund Lender's place of business, or at any public building to be named in the notice of sale, either for cash or upon credit or for future delivery at such price as Fund Lender may deem fair and reasonable, and Fund Lender may be the purchaser of the whole or any part of the Pledged Collateral so sold and hold the same thereafter in its own right free from any claim of Fund Borrower or any right of redemption. Each sale shall be made to the highest bidder, but Fund Lender reserves the right to reject any and all bids at such sale which, in its discretion, it shall deem inadequate. Demands of performance, notices of sale, advertisements and the presence of property at sale are hereby waived and any sale hereunder may be conducted by an auctioneer or any officer or agent of Fund Lender.

(a) If, at the original time or times appointed for the sale of the whole or any part of the Pledged Collateral, the highest bid, if there be but one sale, shall be inadequate to discharge in full the Obligations or if the Pledged Collateral be offered for sale in lots, if at any of such sales, the highest bid for the lot offered for sale would indicate to Fund Lender, in its discretion, the unlikelihood of the proceeds of the sales of the whole of the Pledged Collateral being sufficient to discharge all the Obligations, Fund Lender, on one or more occasions and in its discretion, may postpone any of said sales by public announcement at the time of sale or the time of previous postponement of sale, and no other notice of such postponement or postponements of sale need be given, any other notice being hereby waived; provided, however, that any sale or sales made after such postponement shall be after ten (10) days' notice to Fund Borrower.

(b) In the event of any sales hereunder, Fund Lender, after deducting all reasonable costs or expenses of every kind (including reasonable attorneys' fees and disbursements) for care, safekeeping, collection, sale, delivery or otherwise, shall apply the residue of the proceeds of the sales to the payment or reduction, either in whole or in part, for the benefit of Fund Lender, of the Obligations.

(c) In the event that it becomes necessary to comply with any Federal or state law or regulation or to make or file any registration thereunder in order for Fund Lender to exercise any of its rights hereunder, Fund Borrower expressly agrees to do or cause to be done all acts and prepare and execute all documents necessary to effect such compliance or registration, and to bear all reasonable costs in connection therewith. Fund Borrower agrees to indemnify, defend and hold Fund Lender harmless for, from

and against any claim or liability caused by (i) any omission or alleged omission to state a material fact required to be stated, or necessary to make the statements, in light of the circumstances in which they are made, not misleading (as required in any registration or prospectus) or (ii) a failure to register or comply with any such law or regulation, unless such failure is caused by Fund Lender.

(d) If, at any time when Fund Lender shall determine to exercise its right to sell the whole or any part of the Pledged Collateral hereunder, such Pledged Collateral or the part thereof to be sold shall not, for any reason whatsoever, be effectively registered under the Securities Act, Fund Lender, in its discretion (subject only to applicable requirements of law), may sell such Pledged Collateral or part thereof by private sale in such manner and under such circumstances as is commercially reasonable and shall not be required to effect such registration or to cause the same to be effected; provided, however, that Fund Lender agrees, and shall cause any purchaser of Pledged Collateral to agree, that Fund Borrower shall (i) not be liable to any purchaser of Pledged Collateral for any action taken or omitted to be taken by Fund Lender in connection with the sale of Pledged Collateral, or (ii) not be responsible in any manner to any purchaser of Pledged Collateral for any statement, representation or warranty made by Fund Lender in connection with the sale of Pledged Collateral. Without limiting the generality of the foregoing, in any such event Fund Lender in its discretion, (A) in accordance with applicable securities laws, may proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Pledged Collateral or part thereof could be or shall have been filed under the Securities Act (or similar statute), (B) may approach and negotiate with a single possible purchaser to effect such sale, and (C) may restrict such sale to a purchaser who will represent and agree that such purchaser is purchasing for its own account, for investment and not with a view to the distribution or sale of such Pledged Collateral or part thereof. In addition to a private sale as provided above in this Section 8, if any of the Pledged Collateral shall not be freely distributable to the public without registration under the Securities Act (or similar statute) at the time of any proposed sale pursuant to this Section 8, then Fund Lender shall not be required to effect such registration or cause the same to be effected but, in its discretion (subject only to applicable requirements of law), may require that any sale hereunder (including a sale at auction) be conducted subject to restrictions (1) as to the financial sophistication and ability of any Person permitted to bid or purchase at any such sale, (2) as to the content of legends to be placed upon any certificates representing the Pledged Collateral sold in such sale, including restrictions on future transfer thereof, (3) as to the representations required to be made by each Person bidding or purchasing at such sale relating to that Person's access to financial information about the Issuer and such Person's intentions as to the holding of the Pledged Collateral so sold for investment, for its own account, and not with a view to the distribution thereof, and (4) as to such other matters as Fund Lender, in its discretion, may deem necessary or appropriate in order that such sale (notwithstanding any failure so to register) may be effected in compliance with the Uniform Commercial Code and other laws affecting the enforcement of creditors' rights and the Securities Act and all applicable state securities laws.

(e) Fund Borrower recognizes that Fund Lender may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof. Fund Borrower also acknowledges that any such private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale. Fund Borrower agrees that such sale shall not be deemed to have been made in a commercially unreasonable manner because it was conducted as a private sale. Fund Lender shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit the registrant to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if Fund Borrower and the Issuer would agree to do so.

(f) Fund Borrower agrees, to the extent not prohibited by applicable law, that, subject to Article 9 of the Fund Loan Agreement, following the occurrence and during the continuance of an Event of Default, it will not at any time plead, claim or take the benefit of any appraisal, valuation, stay, extension, moratorium or redemption law now or hereafter in force in order to prevent or delay the enforcement of this Agreement, or the absolute sale of the whole or any part of the Pledged Collateral or the possession thereof by any purchaser at any sale hereunder, and Fund Borrower waives the benefit of all such laws to the extent not prohibited by applicable law. No failure or delay on the part of Fund Lender to exercise any such right, power or remedy and no notice or demand which may be given to or made upon Fund Lender with respect to any such remedies shall operate as a waiver thereof, or limit or impair Fund Lender's right to take any action or to exercise any power or remedy hereunder, without notice or demand, or prejudice its rights as against Fund Borrower.

(g) Fund Borrower further agrees that a breach of any of the covenants contained in this Section 8 will cause irreparable injury to Fund Lender, that Fund Lender has no adequate remedy at law in respect of such breach and, as a consequence, agrees that each and every covenant contained in this Section 8 shall be specifically enforceable against Fund Borrower, and Fund Borrower hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that any of the Obligations are not then due and payable in accordance with the agreements and instruments governing and evidencing such obligations.

Subject to the restrictions contained in the Fund Loan Agreement, the rights and remedies of Fund Lender under this Agreement shall be cumulative and not exclusive of any other rights or remedies available to Fund Lender at law or equity. In exercising such rights and remedies, Fund Lender may be selective, and no failure or delay by Fund Lender in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

9. Power of Attorney; Proxy. Subject to Article 9 of the Fund Loan Agreement, upon and after an Event of Default and during its continuance, Fund Borrower irrevocably designates, makes, constitutes and appoints Fund Lender as its true and lawful attorney (and agent-in-fact) and Fund Lender, without notice to Fund Borrower, and at such time or times thereafter as Fund Lender, in its discretion, determines, in the name of Fund Borrower or Fund Lender, may request that the Issuer transfer any or all of the Pledged Collateral on the books of

the Issuer, with full power of substitution in the premises; endorse the name of Fund Borrower upon any checks, notes, acceptance, money orders, certificates, drafts or other forms of payment of security that come into Fund Lender's possession; and do all acts and things necessary, in Fund Lender's discretion, to fulfill the obligations of Fund Borrower under this Agreement. The appointment set forth herein is deemed to be coupled with an interest and therefore irrevocable.

10. Waiver. No delay on Fund Lender's part in exercising any power of sale, lien, option or other right hereunder, and no notice or demand which may be given to or made upon Fund Borrower by Fund Lender with respect to any power of sale, lien, option or other right hereunder, shall constitute a waiver thereof, or limit or impair Fund Lender's right to take any action or to exercise any power of sale, lien, option, or any other right hereunder, without notice or demand, or prejudice Fund Lender's rights as against Fund Borrower in any respect.

11. Forbearance. Notwithstanding any provision in this Agreement to the contrary, the rights and remedies of Fund Lender are subject in all respect to the provisions of Article 9 of the Fund Loan Agreement, and nothing in this Agreement shall be deemed to authorize or empower Fund Lender to take any action or exercise any right or remedy that is inconsistent with such provisions.

12. Termination. This Agreement shall terminate and be of no further force or effect at such time as the Obligations shall be paid and performed in full. Upon such payment and performance in full of the Obligations, Fund Lender shall deliver to Fund Borrower the Pledged Collateral at the time subject to this Agreement and then in Fund Lender's possession or control and all instruments of assignment executed in connection therewith, free and clear of the liens hereof and, except as otherwise provided herein, all of Fund Borrower's obligations hereunder shall at such time terminate.

13. Lien Absolute. All rights of Fund Lender hereunder, and all obligations of Fund Borrower hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Note, or any other agreement or instrument governing or evidencing any Obligations or any of Fund Borrower's obligations under the Note;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any part of the Obligations or any of Fund Borrower's obligations under the Note, or any other amendment or waiver of or any consent to any departure from the Note or any other agreement or instrument governing or evidencing any Obligations or any of Fund Borrower's obligations under the Note;

(c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations or any of Fund Borrower's obligations under the Note; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Fund Borrower.

14. Release. Except as provided for in the Note, Fund Borrower hereby waives notice of acceptance of this Agreement, and also presentment, demand, protest and notice of dishonor of any and all of the Obligations or any of Fund Borrower's obligations under the Note, and promptness in commencing suit against any party hereto or liable hereon, and in giving any notice to or of making any claim or demand hereunder upon Fund Borrower. No act or omission of any kind on Fund Lender's part shall in any event affect or impair this Agreement. Fund Borrower consents and agrees that Fund Lender at any time, or from time to time, in its discretion, may:

(a) renew, extend or change the time of payment, and/or the manner, place or terms of payment of all or any part of the Obligations; and

(b) exchange, release and/or surrender all or any of the Pledged Collateral, or any part thereof, by whomsoever deposited, which is now or may hereafter be held by Fund Lender in connection with all or any of the Obligations; all in such manner and upon such terms as Fund Lender may deem proper, and without notice to or further assent from Fund Borrower, it being hereby agreed that Fund Borrower shall be and remain bound upon this Agreement, irrespective of the value or condition of any of the Pledged Collateral, and notwithstanding any such change, exchange, settlement, compromise, surrender, release, renewal or extension, and notwithstanding also that the Obligations, at any time, may exceed the aggregate principal amount thereof set forth in the Note.

15. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, pursuant to applicable law, is rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made.

16. Miscellaneous. This Agreement shall be binding upon Fund Borrower and its successors and assigns, and shall inure to the benefit of Fund Lender, and be enforceable by, Fund Lender and its successors and assigns. Subject to Article 9 of the Fund Loan Agreement, Fund Lender may assign or otherwise transfer all or a portion of its rights and obligations under the Note to any assignee and such assignee shall thereupon become vested with all the benefits in respect thereof granted to Fund Lender herein or otherwise; provided, however, that such assignee shall in any event remain bound to the terms and provisions of the Fund Loan Documents, including, without limitation, Article 9 of the Fund Loan Agreement. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except in writing duly signed for and on behalf of Fund Lender and Fund Borrower. Neither Fund Lender, nor any of its respective officers, directors, employees, agents or counsel shall be liable for any action lawfully taken or omitted to be taken by it or them hereunder or in connection herewith, except for its or their own negligence or misconduct. Time is of the essence in the performance of this Agreement, and each and every term thereof, by Fund Borrower.

17. Severability. If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the



operation of or effect those portions of this Agreement which are valid. Notwithstanding the foregoing, the provisions of Section 11 of this Agreement shall be deemed integral to this Agreement and shall not be severable from the remainder of this Agreement.

18. Notices. All notices and other communications provided to any party hereto under this Agreement shall be given in accordance with and at addresses set forth in the Fund Loan Agreement.

19. Section Titles. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

20. Counterparts. This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement. Signature by facsimile or other reproduction sent by electronic mail shall be considered an original signature.

21. SUBMISSION TO JURISDICTION. EACH OF FUND BORROWER AND FUND LENDER HEREBY IRREVOCABLY CONSENTS TO THE NONEXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT SITTING IN LAS VEGAS, NEVADA, OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTE, OR ANY OTHER FUND LOAN DOCUMENT TO WHICH IT IS A PARTY AND OTHERWISE ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH OF FUND BORROWER AND FUND LENDER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. EACH OF FUND BORROWER AND FUND LENDER WAIVES ANY OBJECTION TO ANY ACTION OR PROCEEDING IN ANY STATE OR FEDERAL COURT SITTING IN LAS VEGAS, NEVADA, ON THE BASIS OF FORUM NON CONVENIENS. EACH OF FUND BORROWER AND FUND LENDER HEREBY WAIVES PERSONAL SERVICE OF ANY PROCESS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING AND AGREES THAT THE SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO FUND BORROWER OR FUND LENDER, AS APPLICABLE, AT THE ADDRESS SET FORTH IN SECTION 8.09 OF THE FUND LOAN AGREEMENT. EACH OF FUND BORROWER AND FUND LENDER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF FUND BORROWER AND FUND LENDER FURTHER AGREES THAT, AT THE DISCRETION OF THE OTHER PARTY, THE OTHER PARTY MAY SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW AND MAY BRING ANY ACTION OR PROCEEDING AGAINST THE OTHER PARTY OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

22. WAIVER OF JURY TRIAL. EACH OF FUND BORROWER AND FUND LENDER HEREBY IRREVOCABLY WAIVES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTE OR



ANY OTHER FUND LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED  
HEREBY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

23. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND  
CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA  
WITHOUT REGARD TO ANY CHOICE OF LAW RULES WHICH WOULD REQUIRE THE  
APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

**[Remainder of Page Intentionally Left Blank]**

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the Fund Borrower has caused this Pledge Agreement to be executed by its duly authorized signatory as of the date first written above.

**FUND BORROWER:**

**TWAIN INVESTMENT FUND 882, LLC,**  
a Missouri limited liability company

By: Twain Financial Partners LLC,  
a Missouri limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: Katherine Dyer  
Title: Vice President

IN WITNESS WHEREOF, the Fund Lender has caused this Pledge Agreement to be executed by its duly authorized signatory as of the date first written above.

**FUND LENDER:**

**CITY PARKWAY V, INC.,**  
a Nevada nonprofit corporation

By: \_\_\_\_\_  
Name: Mike Janssen  
Title: President

Approved to Form:

John S. Ridilla 3/26/25

**John S. Ridilla**  
**Assistant City Attorney**

## **EXHIBIT A**

### **FORM OF ASSIGNMENT**

Twain Investment Fund 882, LLC, a Missouri limited liability company ("**Assignor**"), hereby collaterally assigns to City Parkway V, Inc., a Nevada nonprofit corporation ("**Assignee**"), all of its rights, title and interest in and to its membership interest (the "**Membership Interest**") in LVCIC SUB-CDE XII, LLC, a Nevada limited liability company (the "**Issuer**"), pursuant to, and subject to the terms of, that certain Pledge Agreement dated April [ ], 2025, by and between Assignor and Assignee (as amended, restated or otherwise modified from time to time, the "**Pledge Agreement**").

Subject to the terms of the Pledge Agreement, Assignee shall have the right to cause the Membership Interest to be registered in its name upon the later of the occurrence of (i) an Event of Default under that certain Fund Loan Agreement dated April [ ] 2025, by and between Assignor and Assignee (as amended, restated or otherwise modified from time to time, the "**Fund Loan Agreement**") and (ii) the Forbearance Termination Date (as defined in the Fund Loan Agreement).

Assignee hereby accepts such collateral assignment subject to (i) all terms, covenants and conditions of the CDE Agreement (as defined in the Pledge Agreement) with respect to the Membership Interest and (ii) the terms and provisions of the Pledge Agreement.

Dated: \_\_\_\_\_, 20\_\_

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their respective duly authorized signatories as of the date first above written.

**ASSIGNOR**

**TWAIN INVESTMENT FUND 882, LLC**,  
a Missouri limited liability company

By: Twain Financial Partners LLC,  
a Missouri limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

**CITY PARKWAY V, INC.**,  
a Nevada nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved to Form:

\_\_\_\_\_