

ELECTRONIC SIGNATURES AGREEMENT

THIS ELECTRONIC SIGNATURES AGREEMENT (this "Agreement") is entered into as of [_____] , 2025 (the "Closing Date"), by and among U.S. Bancorp Community Development Corporation, a Minnesota corporation ("USBCDC"), and the other undersigned parties (collectively, with USBCDC, the "Parties" and each individually, a "Party").

Recitals

WHEREAS, each of the Parties is a party to one or more of the documents and agreements listed in the draft closing checklist attached hereto as Exhibit A (collectively, the "Transaction Documents") executed in connection with loans being made to Strong Start Academy Bridger, a Nevada nonprofit corporation ("QALICB") and the transactions related thereto (collectively, the "Transaction"); and

WHEREAS, the Parties wish to set forth certain agreements regarding the use of electronic signatures on the Transaction Documents at the closing of the Transaction (the "Closing"), which is expected to occur on the Closing Date.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Each Party acknowledges and agrees that (a) each of the Transaction Documents may be executed in several counterparts, including electronic counterparts (such as facsimile, DocuSign or .pdf), each of which shall be deemed to be an original and all of which together shall constitute one agreement binding on all of the parties to such Transaction Document, notwithstanding that all of the parties shall not have signed the same counterpart; (b) digital signatures of the parties included in any Transaction Document are intended to authenticate such Transaction Document and shall have the same force and effect as the use of manual signatures; (c) such Party does not require receipt of physical, original signed signature pages to any Transaction Document, including those described in Exhibit B and Exhibit C, in order to authorize the Closing; and (d) such Party's receipt of copies of signed signature pages to any Transaction Document delivered electronically (e.g., by e-mail or facsimile) is sufficient to authorize the Closing;
2. This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns;
3. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that physical, original signature pages for the documents described in Exhibit B will be delivered after the Closing Date, pursuant to the written instruction provided by the Parties;
4. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that physical, original signature pages for the documents described in Exhibit C will be delivered to [_____] before the Closing Date for the purpose of recording such documents;
5. This Agreement may be executed in several counterparts, including electronic counterparts (such as facsimile, DocuSign or .pdf), each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all Parties, notwithstanding that all of the Parties shall not have signed the same counterpart.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first above written.

USB CDC:

U.S. BANCORP COMMUNITY DEVELOPMENT CORPORATION,
a Minnesota corporation

By: _____
Name: Jessica Weitzel
Title: Vice President

USBNA:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: Jessica Weitzel
Title: Vice President

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first above written.

TWAIN:

TWAIN FINANCIAL PARTNERS LLC,
a Missouri limited liability company

By: _____
Name: Katherine Dyer
Title: Vice President

INVESTMENT FUND:

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, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first above written.

ALLOCATEE:

LAS VEGAS COMMUNITY INVESTMENT CORPORATION,
a Nevada nonprofit corporation

By: _____
Name: Susan Heltsley
Title: President

Approved to Form: _____

CDE:

LVCIC SUB-CDE XII, LLC,
a Nevada limited liability company

By: Las Vegas Community Investment Corporation,
a Nevada nonprofit corporation,
its managing member

By: _____
Name: Susan Heltsley
Title: President

Approved to Form: _____

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first above written.

LEVERAGE 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

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first above written.

QALICB:

STRONG START ACADEMY BRIDGER,
a Nevada nonprofit corporation

By: _____
Name: Tifani Walker
Title: President

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first above written.

CITY:

CITY OF LAS VEGAS,
a municipal corporation of the State of Nevada

By: _____
Name: Shelley Berkley
Title: Mayor

Attest: _____
By: Dr. LuAnn D. Holmes, MMC, City Clerk

Approved to Form:

EXHIBIT A

[Closing Checklist Attached]

EXHIBIT B

1. Promissory Note dated the date hereof in the original principal amount of \$[6,352,200] by Twain Investment Fund 882, LLC, a Missouri limited liability company, to the order of City Parkway V, Inc., a Nevada nonprofit corporation;
2. Promissory Note (A Note) dated the date hereof in the original principal amount of \$[6,352,200] by Strong Start Academy Bridger, a Nevada nonprofit corporation (“QALICB”), to the order of LVCIC SUB-CDE XII, LLC, a Nevada limited liability company (“CDE”); and
3. Promissory Note (B Note) dated the date hereof in the original principal amount of \$[2,377,800] by QALICB to the order of CDE.

EXHIBIT C

1. Memorandum of Lease dated as of the date hereof by and between Strong Start Academy Bridger, a Nevada nonprofit corporation, and City of Las Vegas, a Nevada municipal corporation.