

## FUND LOAN AGREEMENT

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

For good and valuable consideration, intending to be legally bound, the parties hereto agree as follows:

### ARTICLE 1. DEFINITIONS

1.01. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in, and the interpretations applicable thereto under the Fund Agreement, as amended and modified from time to time in accordance with its terms. The following terms used herein shall have the following meanings:

“*Advance*” means any advance made by Fund Lender to Fund Borrower hereunder.

“*Affiliate*” means, with respect to a specified Person, (i) any Person directly or indirectly controlling, controlled by or under common control with the Person specified, (ii) any Person owning or controlling 10% or more of the outstanding voting securities or beneficial interests of the Person specified, (iii) any officer, director, partner, trustee or member of the immediate family of the Person specified, (iv) if the Person specified is an officer, director, general partner, manager or managing member or trustee, any corporation, partnership, limited liability company or trust for which that Person acts in that capacity or (v) any Person who is an officer, director, general partner, trustee or holder of 10% or more of outstanding voting securities or beneficial interests of any Person described in clauses (i) through (iv). The term “control” (including the terms “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Affiliate of Fund Borrower or Manager does not include a Person who is a partner or member in a partnership, limited liability company or joint venture with Fund Borrower or the Manager if that Person is not otherwise an Affiliate of Fund Borrower or the Manager.

“*Affiliate Fund*” has the meaning set forth in Section 10.01 of this Fund Loan Agreement.

“*Affiliate Fund Transfer*” has the meaning set forth in Section 10.01 of this Fund Loan Agreement.

“*Bankruptcy Code*” means any Section or Chapter of the United States Bankruptcy Code.

“*Business Day*” means any day other than a Saturday, Sunday or any holiday on which banks in St. Louis, Missouri, or Las Vegas, Nevada, are required to close.

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

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

“**CDE Loan Agreement**” means that certain Loan Agreement dated as of the date hereof, by and between CDE and QALICB, as amended, restated or modified from time to time.

“**CDE Loan Documents**” means the CDE Loan Agreement and all other instruments and agreements which evidence, secure or are otherwise executed in connection with the CDE Loans, including all amendments, modifications, renewals, extensions, restatements and replacements thereof.

“**CDE Loans**” means those certain loans in the aggregate original principal amount of \$8,730,000 made by CDE to QALICB pursuant to the CDE Loan Documents.

“**Default**” means any of the events specified in Section 7.01 hereof, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“**Default Rate**” means a rate of interest per annum equal to five percent (5%) in excess of the rate of interest otherwise payable under this Fund Loan Agreement.

“**Event of Default**” means any event set forth in Section 7.01 of this Fund Loan Agreement.

“**Forbearance Termination Date**” has the meaning set forth in Article 9 of this Fund Loan Agreement.

“**Fund Agreement**” means that certain Amended and Restated Operating Agreement for Fund Borrower by and between USBCDC, as investor member, and Twain, as manager, dated as of the date hereof, as amended, restated or modified from time to time.

“**Fund Loan**” has the meaning set forth in Section 2.01 of this Fund Loan Agreement.

“**Fund Loan Documents**” means, collectively, each and every agreement, document and instrument now or hereafter executed in connection with this Fund Loan Agreement or evidencing, securing or otherwise ancillary to the Fund Loan as the same may from time to time be modified, amended, restated or replaced, including, without limitation, the following loan documents:

- (a) this Fund Loan Agreement;
- (b) the Note;
- (c) the Fund Pledge Agreement; and

(d) the UCC Financing Statement showing Fund Borrower as debtor and Fund Lender as secured party with respect to the security interests granted under the Fund Pledge Agreement.

**“Fund Obligations”** means the outstanding principal of and interest on the Fund Loan and the Note and all fees and other amounts (other than principal and interest) owing to Fund Lender under the Fund Loan Documents. Interest shall include any interest that accrues after the commencement of an Insolvency Proceeding with respect to Fund Borrower, or that would accrue but for the commencement of such proceeding, whether or not allowed as a claim in such Insolvency Proceeding.

**“Fund Pledge Agreement”** means that certain Pledge Agreement between Fund Borrower and Fund Lender of even date herewith pursuant to which Fund Borrower has granted a security interest in certain of its assets to Fund Lender, as amended, restated or modified from time to time.

**“GAAP”** means generally accepted accounting principles in the United States of America in effect from time to time (as set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, or in such other statements by such other entities as may be in general use by significant segments of the accounting profession, which are applicable to the circumstances as of the date of determination).

**“Governmental Authority”** means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing, whether domestic or foreign.

**“Indemnity Agreements”** means, collectively, (i) that certain New Markets Tax Credit Indemnification Agreement dated as of the date hereof by LVCIC and CDE for the benefit of USBCDC, as amended, restated and/or modified, (ii) that certain Unconditional Guaranty of New Markets Tax Credits, Put Price and Environmental Indemnification dated as of the date by QALICB for the benefit of USBCDC, as amended, restated and/or modified and (iii) any other indemnification agreement, insurance policy, guaranty or similar agreement which indemnifies, insures, guaranties or otherwise protects USBCDC, the Fund Borrower or any other Person against the loss, recapture, disallowance or inability to claim, tax credits or tax benefits for any reason.

**“Indemnity Payments”** has the meaning set forth in Section 7.02(c) of this Fund Loan Agreement.

**“Insolvency Proceeding”** means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

**“Interest Rate”** means for the Advance, a fixed rate per annum equal to One and No/100 percent (1.00%).

**“Investor”** has the meaning set forth in Section 10.01 of this Fund Loan Agreement.

**“Investor Member”** means USBCDC, as the investor member of Fund Borrower, and its successors and permitted assigns.

**“Lien Enforcement Action”** means (i) any action to foreclose on, take possession of, sell or otherwise realize (judicially or non-judicially) upon the Pledged Collateral, or any rights or privileges attendant thereto (including, without limitation, by set-off), (ii) any action to assert ownership rights with respect to any of the Pledged Collateral, or any rights or privileges attendant thereto (including without limitation the exercise or withholding of consent or voting rights), (iii) any action (judicially or non-judicially) to dissolve or liquidate Fund Borrower, and/or (iv) the commencement of any legal proceedings to facilitate any of the actions described in clauses (i), (ii) or (iii) above.

**“LVCIC”** means Las Vegas Community Investment Corporation, a Nevada nonprofit corporation.

**“Manager”** means Twain, as the manager of Fund Borrower, and its successors and permitted assigns.

**“Material Adverse Effect”** means a material adverse effect on (i) the business, operations, property, condition (financial or otherwise) or prospects of Fund Borrower, (ii) the ability of Fund Borrower to perform its obligations under the Fund Loan Documents, or (iii) the validity or enforceability of the Fund Loan Documents or the rights or remedies of Fund Lender thereunder.

**“Maturity Date”** means April [\_\_\_], 2058.

**“Note”** means that certain Promissory Note in the principal amount of Six Million Three Hundred Fifty-Two Thousand Two Hundred and No/100 Dollars (\$6,352,200.00) made by Fund Borrower payable to Fund Lender dated of even date herewith in the form attached hereto as Exhibit A, as amended, restated or modified from time to time.

**“Notice”** means a writing containing the information required to be communicated to a Person and delivered in accordance with Section 8.09 of this Fund Loan Agreement.

**“Payment Date”** has the meaning set forth in Section 3.02(a) of this Fund Loan Agreement.

**“Person”** means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, government, or any agency or political division thereof, or any other entity.

“**Pledged Collateral**” means the assets pledged by Fund Borrower to Fund Lender pursuant to the Fund Pledge Agreement.

“**Put and Call Agreement**” means that certain Investment Fund Put and Call Agreement dated as of the date hereof between USBCDC and Fund Lender, as amended, restated or modified from time to time.

“**QALICB**” means Strong Start Academy Bridger, a Nevada nonprofit corporation.

“**Tax Credit Investment Period**” has the meaning set forth in the Fund Agreement.

“**Twain**” means Twain Financial Partners LLC, a Missouri limited liability company and its successors and permitted assigns.

“**USBCDC**” means U.S. Bancorp Community Development Corporation, a Minnesota corporation, and its successors and assigns.

1.02. Accounting Terms. For purposes of this Fund Loan Agreement, all accounting terms not otherwise defined herein shall have the meanings assigned to such terms in conformity with GAAP.

1.03. Other Definitional Provisions.

(a) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Fund Loan Agreement shall refer to this Fund Loan Agreement as a whole and not to any particular provision of this Fund Loan Agreement, and section, schedule and exhibit references are to this Fund Loan Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

## ARTICLE 2. THE FUND LOAN

2.01 Agreement to Make the Fund Loan. Subject to the terms and conditions of this Fund Loan Agreement, Fund Lender hereby agrees to make the loan (the “**Fund Loan**”) to Fund Borrower in a principal amount of Six Million Three Hundred Fifty-Two Thousand Two Hundred and No/100 Dollars (\$6,352,200.00). The proceeds of the Fund Loan shall be advanced subject to the satisfaction of the requirements set forth in Article 4 below.

2.02 Purpose. The proceeds of the Fund Loan, together with the Investor Member Capital Contribution (as defined in the Fund Agreement), shall be used by Fund Borrower to (a) make an equity contribution to CDE in the amount of \$9,000,000 and (b) pay a placement and services fee to LVCIC in the amount of \$90,000.

2.03. Note. The Fund Loan shall be evidenced by the promissory note in the form attached hereto as Exhibit A.

2.04. Prepayment of Fund Loan. Fund Borrower may prepay the Note, in whole or in part, prior to the Maturity Date without Fund Lender's consent.

2.05 Loan Disbursements. Following the satisfaction of all of the conditions precedent set forth in Sections 4.01 and 4.02 hereof, Fund Lender shall advance the Fund Loan to Fund Borrower on the date hereof, in the principal amount of \$6,352,200.

### ARTICLE 3. PAYMENTS

3.01. Interest. Provided no Event of Default has occurred under the Fund Loan Documents, from the date of the Advance until the Maturity Date, interest on the Advance hereunder shall accrue at the Interest Rate. From the date of any Event of Default hereunder and during the continuance thereof and from and after the Maturity Date, interest on all principal amounts outstanding under the Note shall accrue at the Default Rate. All interest payable hereunder shall be computed on the basis of a thirty (30) calendar day month and a three hundred sixty (360) calendar day year; provided, however, that the first interest only payment shall be calculated based on the period from the date hereof through December 31, 2025, and thereafter through the end of each succeeding calendar year. Fund Lender is authorized to rely on the written loan requests, including facsimile, telecopy or telegraphic loan requests, which Fund Lender believes in its good faith judgment to emanate from a properly authorized representative of Fund Borrower, whether or not that is in fact the case.

3.02. Payments. Payments with respect to the Fund Loan shall be as follows:

(a) Interest accrued from the date of the Advance through December 31, 2025, shall be due and payable partially in arrears and partially in advance on December 15, 2025; thereafter, interest accrued through the last day of the calendar year shall be due and payable in annual installments, partially in arrears and partially in advance, on the fifteenth day of each December (each a "**Payment Date**"), with such payments commencing on December 15, 2026 and ending on December 15, 2031.

(b) An interest payment shall be due on April [ ], 2032, for interest accrued from January 1, 2032, through April [ ], 2032.

(c) An interest payment shall be due on December 15, 2032, for interest accrued from April [ ], 2032, through December 31, 2032.

(d) Commencing with the December 15, 2033 Payment Date and on each Payment Date thereafter, a payment in an amount equal to all accrued and unpaid interest through the last day of the calendar year partially in arrears and partially in advance, plus an amount of principal sufficient to amortize the outstanding principal amount over the remaining term of the Fund Loan on a level payment basis shall be due and payable.

(e) A final payment of all outstanding principal, accrued and unpaid interest and any and all unpaid fees and other charges owed pursuant to the Fund Loan Documents shall be due and payable on the Maturity Date.

(f) Whenever any payment under this Fund Loan Agreement or any other Fund Loan Document falls due on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day.

3.03. No Setoff or Counterclaim. All sums payable by Fund Borrower hereunder shall be paid in full without setoff or counterclaim by reason of any claim Fund Borrower may have against Fund Lender.

3.04. Application of Payments. Absent the occurrence of an Event of Default hereunder or under any of the other Fund Loan Documents, any payments received by Fund Lender pursuant to the terms hereof shall be applied first to sums, other than principal and interest, due to Fund Lender pursuant to the Fund Loan Documents, next to the payment of all interest accrued to the date of such payment, and the balance, if any, to the payment of principal. Any payments received by Fund Lender after the occurrence of an Event of Default hereunder or under any of the Fund Loan Documents, shall be applied to the amounts specified in this Section in such order as Fund Lender may elect, in its sole discretion. In calculating interest and applying payments as set forth above, interest shall be calculated and collected through the last day of the calendar year in which the Payment Date occurs (except (i) as otherwise provided in Section 3.02 of this Fund Loan Agreement and (ii) for the final payment at maturity for which interest shall be calculated through the date payment is actually received by Fund Lender). To the extent that Fund Borrower makes a payment or Fund Lender receives any payment or proceeds of the Pledged Collateral for Fund Borrower's benefit that is subsequently invalidated, set aside or required to be repaid to any other person or entity, then, to such extent, the Fund Obligations intended to be satisfied shall be revived and continue as if such payment or proceeds had not been received by Fund Lender and Fund Lender may adjust the balance of the Fund Loan as Fund Lender deems appropriate under the circumstances.

#### **ARTICLE 4. CONDITIONS PRECEDENT**

4.01. Conditions Precedent to this Fund Loan Agreement. The obligations of Fund Lender under this Fund Loan Agreement are subject to the receipt by Fund Lender of the following documents, in form and substance satisfactory to Fund Lender and its counsel:

(a) executed copies of this Fund Loan Agreement, duly executed and delivered by Fund Borrower;

(b) the Note duly completed, executed and delivered by Fund Borrower and dated as of the date hereof, in the original principal amount of \$6,352,200 bearing interest at the Interest Rate;

(c) executed copies of the Fund Pledge Agreement, the Fund Agreement and the CDE Agreement; and

(d) such other agreements, documents, instruments and certificates as Fund Lender shall reasonably request.

4.02 Conditions Precedent to the Advance. The obligation of Fund Lender to make the Advance pursuant to this Fund Loan Agreement is subject to the satisfaction of the following conditions precedent:

- (a) The conditions precedent for the disbursement of funds under the CDE Loan Documents have been satisfied or waived; and
- (b) The Investor Member has made the Investor Member Capital Contribution (as defined in the Fund Agreement) pursuant to the Fund Agreement.

#### **ARTICLE 5. REPRESENTATIONS AND WARRANTIES**

Fund Borrower represents and warrants to Fund Lender as follows:

5.01. Formation, Qualification and Ownership. Fund Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of Missouri.

5.02. Power and Authority; Limited Liability Company Action. Fund Borrower has full power and authority to incur the Fund Loan obligations hereunder, to execute and deliver this Fund Loan Agreement and the other Fund Loan Documents to which it is a party and to perform and observe the terms and conditions stated herein and therein. Fund Borrower has taken all necessary manager and member action to authorize the execution, delivery and performance of this Fund Loan Agreement and the other Fund Loan Documents to which it is a party. Fund Borrower was formed for the sole purpose of entering into the transactions contemplated in the Fund Loan Documents and the Fund Agreement and has not engaged in any other activities.

5.03. Fund Loan Documents Binding. This Fund Loan Agreement and each other Fund Loan Document to which Fund Borrower is or will be a party have been duly executed and delivered on behalf of Fund Borrower, and this Fund Loan Agreement and each other Fund Loan Document to which it is or will be a party constitutes a legal, valid and binding obligation of Fund Borrower, enforceable against Fund Borrower in accordance with its terms, except as enforceability may be limited by 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 at law).

5.04. Registration and Approvals. To the best of Fund Borrower's knowledge, all approvals, licenses and authorizations of, and all filings and registrations with, any Governmental Authority necessary for the due execution, delivery, performance and/or enforceability of this Fund Loan Agreement and the other Fund Loan Documents to which Fund Borrower is a party have been obtained and are in full force and effect.

5.05. No Conflict. To the best of Fund Borrower's knowledge, the execution, delivery and performance of this Fund Loan Agreement and the other Fund Loan Documents to which Fund Borrower is a party and the payment of all sums payable hereunder (i) will not violate any statute, order, regulation, or other provision of law applicable to Fund Borrower or any Governmental Authority directive having the force of law applicable to Fund Borrower; (ii) will not contravene any provision of the Fund Agreement; (iii) will not result in the breach of any provision of, or in the imposition of any lien or encumbrance under, any agreement to which

Fund Borrower is a party or by which it or any of its property is bound; and (iv) will not constitute a default or an event which with notice or lapse of time, or both, would constitute a default under any such agreement and which, in the case of clauses (i), (iii), and (iv) are reasonably likely to have a Material Adverse Effect.

5.06. Absence of Defaults. To the best of Fund Borrower's knowledge, Fund Borrower is not in default under any agreement to which it is a party or by which it or any of its property is bound which could be reasonably expected to have a Material Adverse Effect, and no Default or Event of Default has occurred and is continuing hereunder.

5.07. Litigation. There are no pending or to the knowledge of Fund Borrower, threatened legal actions, arbitrations or other proceedings against Fund Borrower, nor are there any pending or to the knowledge of Fund Borrower, threatened proceedings as to unpaid or disputed tax liabilities of Fund Borrower which are reasonably likely to have a Material Adverse Effect or that have a legitimate basis in fact.

5.08. Taxes. Fund Borrower has filed and will file, subject to filing extensions, all required tax returns, if any, and all taxes, assessments and other such governmental charges due from Fund Borrower, if any, have been fully paid except for taxes which are being contested in good faith.

5.09. No Other Liens. Except for the lien and security interests granted by Fund Borrower to Fund Lender pursuant to the Fund Pledge Agreement, Fund Borrower has not granted, caused, or permitted to exist, any other security interest, pledge, assignment or lien with respect to any of its assets.

5.10. Compliance with Laws. To the best of Fund Borrower's knowledge, Fund Borrower has complied in all material respects with all applicable laws, rules, regulations, policies and orders of Governmental Authorities, such compliance to include, without limitation, paying, before the same become delinquent, all taxes, assessments and governmental charges imposed upon it or upon its property (other than those the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been provided in accordance with GAAP).

5.11. No Material Adverse Effect. To the best of Fund Borrower's knowledge, since its formation, no event has occurred that has or would, with the passage of time, cause a Material Adverse Effect with respect to Fund Borrower.

5.12. Full Disclosure. To the best of Fund Borrower's knowledge, no representations or warranties by Fund Borrower in this Fund Loan Agreement or in any of the other Fund Loan Documents contains or will contain any untrue statement of a material fact or omits or will omit to state, when read in conjunction with all of the information contained in this Fund Loan Agreement and the other Fund Loan Documents, any material fact necessary to make the statements or facts contained herein or therein not misleading.

5.13 Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any Person is required in connection with Fund Borrower's execution and delivery of the Fund Loan Documents or any of the agreements or

instruments herein mentioned relating to the Fund Loan to which Fund Borrower is a party or the carrying out or performance of any of the transactions required or contemplated hereby or thereby or, if required, (1) such consent, approval, order or authorization has been obtained, (2) such registration, declaration or filing has been accomplished, or (3) such notice has been given prior to the date hereof.

5.14 Judgments. To the best of Fund Borrower's knowledge, there are no judgments outstanding or docketed against Fund Borrower.

5.15. Brokerage Fees. Fund Borrower has dealt with no broker or finder with regard to the Fund Loan and Fund Borrower shall indemnify, defend and hold Fund Lender harmless for, from and against any and all claims for fees or compensation claimed to be due in connection with the Fund Loan as a result of the acts of Fund Borrower from any broker or finder.

## ARTICLE 6. COVENANTS

6.01. Affirmative Covenants of Fund Borrower. So long as any of the Fund Obligations shall remain unpaid, Fund Borrower covenants and agrees with Fund Lender that it shall:

(a) Limited Liability Company Existence. (i) Preserve and maintain its existence and good standing in the jurisdiction of its formation, and (ii) qualify and remain qualified to do business and remain in good standing in each jurisdiction in which such qualification is required except where the failure to so qualify could not be reasonably expected to have a Material Adverse Effect.

(b) Maintenance of Financial Records. Keep proper records and books of account, in which complete entries will be made in accordance with GAAP consistently applied, reflecting all financial transactions of Fund Borrower.

(c) Access to Books and Inspection. Upon request of Fund Lender, provide any duly authorized representative of Fund Lender access during normal business hours to, and permit such representative to examine, copy or make extracts from, any and all books, records and documents in Fund Borrower's possession or control relating to Fund Borrower's affairs, and to inspect any of its facilities and properties; provided that, however, except as otherwise required by applicable law including any open records laws, Fund Lender shall treat all such books and records confidential and shall only be permitted to disclose the information contained therein to its legal counsel, its independent public accountants, any participating lenders, or in connection with any action to collect on the Note or to enforce this Fund Loan Agreement or the documents related hereto, or as otherwise permitted or required by law.

(d) Maintenance of Properties. Maintain, keep, and preserve all of its properties (tangible and intangible) necessary in the proper conduct of its business in reasonably good working order and condition, ordinary wear and tear excepted, and grant to Fund Lender's agents access at any reasonable time upon reasonable notice in order to inspect Fund Borrower's property and business.

(e) Compliance with Laws. Comply in all material respects with all applicable laws, rules, regulations, policies and orders of Governmental Authorities, such compliance to include, without limitation, paying, before the same become delinquent, all taxes, assessments, and governmental charges imposed upon it or upon its property (other than those the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been provided in accordance with GAAP).

6.02. Negative Covenants of Fund Borrower. So long as any of the Fund Obligations shall remain unpaid, Fund Borrower covenants and agrees with Fund Lender that it shall not:

(a) Liens. Create or cause to exist any lien, security interest, mortgage or other charge or encumbrance upon or with respect to any of its property, whether now owned or hereafter acquired, or assign any right to receive income, in each case to secure any indebtedness (all of the foregoing are referred to in this section as “liens”), other than (i) the lien of the Fund Pledge Agreement, (ii) liens in respect of judgments against Fund Borrower with respect to which a stay of execution upon appeal shall have been secured, (iii) liens for taxes, assessments or other governmental charges which are being contested in good faith, and (iv) such existing liens that have been disclosed to the Fund Lender in writing and approved by Fund Lender.

(b) Fundamental Changes; Other Activities. Merge, reorganize or consolidate with any other Person or purchase or acquire all or substantially all of the property or capital stock of any other Person, or sell, lease, or otherwise dispose of any of its property, business or assets, whether now owned or hereafter acquired except in accordance with Sections 8.06 and 11.02 of the CDE Agreement; or engage in any activities other than being the investor member of the CDE and the borrower under this Fund Loan Agreement, and activities reasonably related thereto. Notwithstanding the foregoing, such merger, reorganization, consolidation or other activity described in this subpart (b) shall be permitted so long as Fund Borrower takes such action as is necessary to preserve the lien on the Pledged Collateral and so long as the indebtedness under this Fund Loan Agreement is not impaired thereby. Notwithstanding anything contained in this Fund Loan Agreement to the contrary, Fund Lender hereby agrees to transfers of membership interests in Fund Borrower (i) to Affiliate Funds (as defined in Article 10 hereof) in accordance with the terms of the Fund Agreement and/or (ii) in accordance with the Put and Call Agreement.

(c) Indebtedness. Create, incur, assume or suffer to exist any indebtedness, other than indebtedness of Fund Borrower (i) under this Fund Loan Agreement, (ii) pursuant to any other Fund Loan Documents, and (iii) as permitted under the Fund Agreement.

## **ARTICLE 7. EVENTS OF DEFAULT**

7.01. Events of Default. Each of the following shall constitute an Event of Default under this Fund Loan Agreement upon five (5) Business Days written notice to Fund Borrower:

(a) Fund Borrower shall fail to pay (i) any principal amount of the Note as and when due and payable (whether at stated maturity or upon mandatory prepayment), or (ii) any interest on the Note or any other amount payable under this Fund Loan Agreement or any of

the other Fund Loan Documents, in any case, within ten (10) Business Days after receipt of written notice that such principal, interest or other amount is due and payable;

(b) any representation or warranty of Fund Borrower herein or in any other Fund Loan Document proves to have been or will become materially incorrect or materially misleading, or any certificate, statement, report, or opinion furnished hereunder proves to have been materially incorrect or materially misleading as of the date it was delivered to Fund Lender and such defect shall continue unremedied for a period of sixty (60) days after written notice thereof to Fund Borrower by Fund Lender;

(c) Fund Borrower shall default in the observance or performance of any material term, covenant or agreement contained in any of the Fund Loan Documents to which it is a party, and such default shall continue unremedied for a period of sixty (60) days after written notice thereof to Fund Borrower by Fund Lender;

(d) any of the Fund Loan Documents shall for any reason cease to be in full force and effect (other than in accordance with its terms), or be declared null and void or unenforceable in whole or in part (but only to the extent that such partial unenforceability would have a material adverse effect upon (i) Fund Borrower's ability to pay any amounts due under the Fund Loan or (ii) any collateral securing the Fund Loan), or the validity or enforceability of any of the Fund Loan Documents shall be challenged or be denied by Fund Borrower or any member thereof and in the event of such challenge (but not denial) such event shall continue unremedied for a period of sixty (60) days after written notice thereof to Fund Borrower by Fund Lender;

(e) one or more final judgments, decrees, awards or orders for the payment of money in excess of \$100,000, in the aggregate, shall be rendered against Fund Borrower and such final judgments, decrees, awards or orders shall continue unsatisfied and in effect for a period of ninety (90) consecutive days without being vacated, discharged, satisfied, or stayed or bonded pending appeal; or

(f) Fund Borrower (i) shall generally not, or shall be unable to or shall admit in writing its inability to pay its debts as such debts become due; or (ii) shall make a general assignment for the benefit of creditors, petition or apply to any tribunal for the appointment of a custodian, receiver, trustee or other similar official for it or a substantial part of its assets; or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have any such petition or application filed or any such proceeding commenced against it, in which an order for relief is entered or adjudication or appointment is made and which remains undismissed for a period of sixty (60) days or more; or (v) by any act or omission shall indicate its consent to, approval of, or acquiescence in any such petition, application, or proceeding, or order for relief, or the appointment of a custodian, receiver, trustee or other similar official for all or any substantial part of its properties; or (vi) shall suffer any such custodianship, receivership, or trusteeship to continue undischarged for a period of ninety (90) days or more.

#### 7.02. Remedies on Event of Default.

(a) Upon the occurrence of an Event of Default, subject to Article 9 hereof, Fund Lender may declare, by notice to Fund Borrower, the aggregate outstanding principal amount of the Note, all interest thereon, and all other amounts payable under this Fund Loan Agreement and the other Fund Loan Documents to be forthwith due and payable, whereupon the aggregate principal amount of the Note, all such interest, and all such other amounts shall become and be forthwith due and payable, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Fund Borrower; provided that, if there shall be an Event of Default under Section 7.01(f) hereof, the aggregate outstanding principal amount of the Note, all interest thereon, and all other amounts payable under this Fund Loan Agreement and the other Fund Loan Documents shall be immediately due and payable, without notice, declaration, presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Fund Borrower.

(b) If any of the Fund Obligations have been, or are deemed to be, accelerated pursuant to Section 7.02(a), Fund Lender, at its option, may enforce the rights and remedies granted to it under the Fund Loan Documents, including, without limitation, the Fund Pledge Agreement, in accordance with their respective terms and any other rights or remedies accorded to Fund Lender at equity or law, by virtue of statute or otherwise, and subject to Article 9 hereof.

(c) In the event of any breach by Fund Borrower hereunder or under any other Fund Loan Document, the liability of Fund Borrower under this Fund Loan Agreement or any other Fund Loan Document shall be non-recourse to Fund Borrower and shall exclude any capital contributions made by the members of Fund Borrower, and any judgment rendered against Fund Borrower under this Fund Loan Agreement shall exclude such capital contributions; provided further that such capital contributions shall not be deemed to include the Pledged Collateral or the proceeds thereof. Notwithstanding the foregoing or any other provision of this Fund Loan Agreement or any other Fund Loan Document, and without regard to the solvency or insolvency of Fund Borrower or the existence of any default or Event of Default with respect to the Fund Loan, (i) Fund Lender shall not be entitled to collect, receive, or make any claim against or with respect to any indemnity payments or distributions made to Fund Borrower (A) on account of any indemnification or reimbursement provisions contained in the CDE Agreement or (B) pursuant to any of the Indemnity Agreements (collectively, “**Indemnity Payments**”) to satisfy any indebtedness or other sums due, or that may become due, under or in connection with the Fund Loan or the Fund Loan Documents, and (ii) any and all such Indemnity Payments, whenever made, shall be permitted to be distributed by Fund Borrower to the Investor Member as compensation for the loss or recapture of Tax Credits (as defined in the CDE Agreement) for which such Indemnity Payments shall have been made. Fund Lender expressly acknowledges and agrees that it has not bargained for, and does not intend to have, the right to collect or receive any Indemnity Payments, and Fund Lender hereby expressly waives and releases any and all rights to prohibit, set aside, revoke, or seek the return of any such Indemnity Payments made to Fund Borrower and distributed to the Investor Member, whether pursuant to the Fund Loan Documents or any bankruptcy, fraudulent transfer, insolvency, or other federal or state laws providing any such rights. Further, notwithstanding anything to the contrary in this Fund Loan Agreement or any other Fund Loan Document, neither the Investor Member nor the Manager, nor their members, managers, partners, shareholders, officers, directors, employees, or any successors, transferees or assigns thereof, shall have any personal liability hereunder, or under the Fund Loan Documents, and no deficiency or other personal judgment shall be sought

or rendered against the Investor Member or the Manager or their members, managers, partners, shareholders, officers, directors, employees, or any successors, transferees or assigns thereof, in any action or proceeding arising out of this Fund Loan Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding.

(d) The limit on the Investor Member's and the Manager's liability set forth in this Section, however, shall not be construed, and is not intended in any way, to constitute a release, in whole or in part, of Fund Borrower's indebtedness evidenced by this Fund Loan Agreement, or a release, in whole or in part, or an impairment of the lien and security interest of the Pledged Collateral, or to preclude Fund Lender from foreclosing the Pledged Collateral in case of an Event of Default under the Fund Pledge Agreement after the Forbearance Termination Date.

## ARTICLE 8. MISCELLANEOUS

8.01. Entire Agreement. This Fund Loan Agreement and the other Fund Loan Documents to which Fund Borrower is a party constitute the entire agreement of the parties hereto with respect to the transactions contemplated hereby and shall supersede any prior understandings with respect thereto, including, without limitation, any offer letter or letter of intent.

8.02. Amendments. This Fund Loan Agreement may be amended only by a writing, signed by the party or parties to be bound or burdened by such amendment.

8.03. Waiver and Cumulative Rights. The failure or delay of Fund Lender to require performance by Fund Borrower of any provision of this Fund Loan Agreement or any other Fund Loan Document to which Fund Borrower is a party shall not affect the right of Fund Lender to require performance of such provision, unless such performance has been waived in writing by Fund Lender. No waiver of any Default or Event of Default shall constitute a waiver of any other Default or Event of Default. All rights granted to Fund Lender hereunder or allowed to Fund Lender by law or in equity shall be cumulative and may be exercised in part or in whole from time to time.

8.04. Successors and Assigns. Subject to Article 9 and Article 10 hereof, this Fund Loan Agreement shall be binding upon and inure to the benefit of the parties hereto, all future holders of the Fund Loan and their respective successors and assigns, except that Fund Borrower may not transfer or assign any of its rights or obligations hereunder or under the other Fund Loan Documents without the prior written consent of Fund Lender.

8.05. 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 FUND LOAN AGREEMENT, ANY OF THE OTHER FUND LOAN DOCUMENTS 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 HEREOF. 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 TO THE EXTENT NOT PROHIBITED BY LAW AND MAY BRING ANY ACTION OR PROCEEDING AGAINST THE OTHER PARTY OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

8.06. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH OF FUND BORROWER AND FUND LENDER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION BASED UPON OR ARISING UNDER THIS FUND LOAN AGREEMENT OR ANY OF THE FUND LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DISCUSSIONS, DEALINGS, OR ACTIONS OF THE PARTIES TO THIS FUND LOAN AGREEMENT OR EITHER OF THEM (WHETHER ORAL OR WRITTEN) WITH RESPECT THERETO, OR TO THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH OF FUND BORROWER AND FUND LENDER HEREBY CONSENTS AND AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY A TRIAL COURT WITHOUT A JURY, AND THAT EITHER PARTY TO THIS FUND LOAN AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY HEREOF WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF FUND BORROWER AND FUND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. FUND BORROWER AND FUND LENDER EACH ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF THIS FUND LOAN AGREEMENT AND EACH OTHER FUND LOAN DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR FUND LENDER IN MAKING THE FUND LOAN. FUND BORROWER AND FUND LENDER EACH FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS FUND LOAN AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO

BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

8.07. GOVERNING LAW. THIS FUND LOAN AGREEMENT AND THE NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW 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.

8.08. Usury Limitations. It is the intention of Fund Borrower and Fund Lender to conform strictly to applicable usury laws. Accordingly, notwithstanding anything to the contrary in this Fund Loan Agreement or the Note, amounts constituting interest under applicable law and contracted for, chargeable or receivable hereunder or under the Note shall under no circumstances, together with any other interest, late charges or other amounts which may be interpreted to be interest contracted for, chargeable or receivable hereunder or thereunder, exceed the maximum amount of interest permitted by law, and in the event any amounts were to exceed the maximum amount of interest permitted by law, such excess amounts shall be deemed a mistake and shall either be reduced immediately and automatically to the maximum amount permitted by law or, if required to comply with applicable law, be canceled automatically and, if theretofore paid, at the option of Fund Lender, be refunded to Fund Borrower or credited on the principal amount of the Note then outstanding.

8.09. Notices. Any Notice required or permitted to be given hereunder shall be in writing and shall be effective when actually received if delivered by hand or overnight courier, or when confirmed by receipt if transmitted by telecopy or other form of rapid transmission if Notices given by such means of communication are capable of being confirmed upon delivery by electronic means, or three days after being sent by registered or certified mail, postage prepaid, the certification receipt therefore being deemed the date of such Notice, and addressed to the parties as follows:

To Fund Borrower: Twain Investment Fund 882, LLC  
c/o Twain Financial Partners LLC  
2200 Washington Avenue  
St. Louis, MO 63103  
Attention: General Counsel  
Reference # 31488

With copies to: U.S. Bancorp Community Development Corporation  
505 North Seventh Street  
St. Louis, MO 63101  
SL-MO-T10F  
Attention: Director of Asset Management - NMTC  
Reference # 31488

Husch Blackwell LLP  
8001 Forsyth Boulevard, Suite 1500

St. Louis, MO 63105  
Attn: Steve McCandless

To Fund Lender: City Parkway V, Inc.  
c/o Office of Economic and Urban Development  
495 South Main Street, 6th Floor  
Las Vegas, NV 89101  
Attention: Mike Janssen, President

With copies to: Leverage Law Group, LLC  
4501 College Blvd, Ste 280  
Leawood, KS 66211  
Attention: Blake Mason

8.10. Severability. If any provisions contained in this Fund Loan Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect, under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired, and such illegal, invalid or unenforceable provisions, at the reasonable request of the Fund Lender, shall be replaced by other provisions in accordance with the purpose and meaning of this Fund Loan Agreement. Notwithstanding the foregoing, the provisions of Article 9 of this Fund Loan Agreement shall be deemed integral to this Fund Loan Agreement and shall not be severable from the remainder of this Fund Loan Agreement.

8.11. Captions. The table of contents and captions, articles and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Fund Loan Agreement.

8.12. Conflicts. In the case of any inconsistency between or within this Fund Loan Agreement and/or the other Fund Loan Documents, the more restrictive provision shall control over the less restrictive provision, and, if incapable of being so resolved, the provisions of this Fund Loan Agreement shall control over those of any of the other Fund Loan Documents.

8.13. Counterparts. This Fund Loan Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument, and any party hereto may execute this Fund Loan Agreement by signing any such counterpart. Signature by facsimile or other reproduction sent by electronic mail shall be considered an original signature.

8.14. Time is of the Essence. Time is of the essence in the performance of this Fund Loan Agreement and the other Fund Loan Documents by Fund Borrower, and each and every term thereof.

8.15. Purpose and Effect of Approval. Fund Lender's approval of any matter in connection with the Fund Loan is for the sole purpose of protecting Fund Lender's security and rights. No such approval shall result in a waiver of any default of Fund Borrower. In no event

shall Fund Lender's approval be a representation of any kind with regard to the matter being approved.

8.16 Language of Agreement. The language of this Fund Loan Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party.

8.17 Survival. The representations, warranties, acknowledgments, and agreements set forth herein shall survive the date of this Fund Loan Agreement.

8.18 Further Performance. Fund Borrower, whenever and as often as it shall be requested by Fund Lender, shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered to Fund Lender, such further instruments and documents, and do any and all things as may be reasonably requested, in order to carry out the intent and purpose of this Fund Loan Agreement and the other Fund Loan Documents.

## ARTICLE 9. FORBEARANCE

Notwithstanding anything to the contrary in the Fund Loan Documents, Fund Lender agrees to forbear from (a) accelerating the payment in full of all or part of Fund Borrower's obligations to Fund Lender under the Note; (b) collecting rents; (c) appointing (or seeking the appointment of) a receiver; (d) filing or participating in the filing of any involuntary bankruptcy proceeding of Fund Borrower or joining with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings with respect to Fund Borrower; (e) exercising any voting rights or management and control rights with respect to the Pledged Collateral; and (f) instituting a Lien Enforcement Action or taking any other action to enforce its rights and remedies under the Fund Loan Documents, including, without limitation, the Fund Pledge Agreement, as provided by applicable law from the date hereof until the earlier of (1) the termination of the Put Exercise Period (as defined in the Put and Call Agreement) occurring after, and as a result of, the Recapture Expiration Date (as defined in the Put and Call Agreement), and (2) the exercise by USBCDC of the Investment Fund Put (as defined in the Put and Call Agreement) and the date that USBCDC's Interest (as defined in the Put and Call Agreement) is actually transferred pursuant to the Put and Call Agreement (the "**Forbearance Termination Date**"); provided however, that the Forbearance Termination Date shall be no later than the date that is one (1) year after the termination of the Tax Credit Investment Period. On and after the Forbearance Termination Date, subject to this Fund Loan Agreement, Fund Lender shall be free, to take such actions as are permitted under the Fund Loan Documents and/or as provided by applicable law. All of Fund Borrower's obligations and liabilities to Fund Lender hereunder (including, without limitation, Fund Borrower's payment obligations) and any documents, instruments or agreements pursuant to which Fund Borrower, from time to time, may grant to Fund Lender as collateral security for Fund Borrower's obligations to Fund Lender shall survive the Forbearance Termination Date.

Fund Lender may exercise specific enforcement remedies reasonably necessary to enforce Fund Borrower's obligations under this Agreement and the other Fund Loan Documents; provided however that prior to the Forbearance Termination Date Fund Lender shall not have the right to take any action that could result in a Lien Enforcement Action, a recapture of the Tax Credits, the transfer from Fund Borrower of the QEI for federal income tax purposes or the loss to USBCDC of the Tax Credits to be derived therefrom.

Fund Lender agrees that it will not sell, assign, transfer, syndicate, grant participations or otherwise dispose of the Fund Loan without the prior written consent of USBCDC and the Manager, which consent may be withheld at the sole discretion of USBCDC and the Manager. Any such sale, assignment, transfer, syndication, participation or other disposition shall be subject to the terms of this Fund Loan Agreement and the documents executed by Fund Borrower and Fund Lender in connection therewith.

#### **ARTICLE 10. AFFILIATE FUND TRANSFERS**

10.01 Fund Lender Consent to Transfer. Notwithstanding anything in the Fund Loan Documents to the contrary, Fund Lender hereby consents to the sale or other transfer (an “*Affiliate Fund Transfer*”) by Investor Member of its membership interest in Fund Borrower (the “*Interest*”) to an investment fund of which USBCDC or an Affiliate is the manager, the managing member, or a general partner (an “*Affiliate Fund*”) organized to allow an investor (an “*Investor*”) to participate in the Interest, provided that such Affiliate Fund Transfer is made in accordance with the requirements set forth in this Article 10.

10.02 Admission to Fund Borrower. In the event of an Affiliate Fund Transfer, Fund Lender hereby consents to the admission of such Affiliate Fund as a member of Fund Borrower, with all the rights, obligations and benefits of a member of Fund Borrower, and Fund Lender further consents to the amendment of the Fund Agreement to evidence such admission.

10.03 No Event of Default. Fund Lender acknowledges and agrees that neither the Affiliate Fund Transfer nor the amendment of the Fund Agreement to evidence such admission of the Affiliate Fund shall constitute an Event of Default or breach of any covenant, representation or warranty for purposes of the Fund Loan Documents, including this Fund Loan Agreement.

10.04 Affiliate Fund Manager. The Affiliate Fund shall be managed by USBCDC (or an Affiliate) at all times after the Affiliate Fund Transfer for the remainder of the Tax Credit Investment Period.

10.05 Obligations under Fund Loan Documents. All obligations and rights of the Affiliate Fund subsequent to the Affiliate Fund Transfer with respect to the Fund Loan Documents shall be applicable to and exercised by USBCDC (or an Affiliate) as manager, managing member or general partner of the Affiliate Fund.

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

**[Signature Pages Follow]**

**COUNTERPART SIGNATURE PAGE  
FUND LOAN AGREEMENT**

IN WITNESS WHEREOF, the Fund Borrower has caused this Fund Loan Agreement to be executed by its duly authorized signatory as of the day and year 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

**COUNTERPART SIGNATURE PAGE  
FUND LOAN AGREEMENT**

IN WITNESS WHEREOF, the Fund Lender has caused this Fund Loan Agreement to be executed by its duly authorized signatory as of the day and year 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 3/24/25*

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

**EXHIBIT A**

**Form of Promissory Note**

PROMISSORY NOTE

\$6,352,200.00

April [ ], 2025

FOR VALUE RECEIVED, the undersigned, Twain Investment Fund 882, LLC, a Missouri limited liability company ("Fund Borrower"), promises to pay to the order of City Parkway V, Inc., a Nevada nonprofit corporation ("Fund Lender"), in lawful money of the United States of America, the principal sum of Six Million Three Hundred Fifty-Two Thousand Two Hundred and No/100 Dollars (\$6,352,200.00) (the "Loan"), or such lesser principal amount as may be advanced under this Promissory Note (as amended, restated or modified from time to time, the "Promissory Note") pursuant to that certain Fund Loan Agreement of even date herewith (as amended, restated or modified from time to time, the "Loan Agreement") by and between Fund Borrower and Fund Lender, together with interest from and after the date hereof on the unpaid principal balance outstanding hereunder at the rate provided for herein.

For the purposes of this Promissory Note, the following definitions shall apply to the words and phrases used herein:

"Event of Default" shall have the meaning set forth in the Loan Agreement.

"Interest Rate" shall have the meaning set forth in the Loan Agreement.

"Maturity Date" shall have the meaning set forth in the Loan Agreement.

Subject to the terms and conditions of this Promissory Note, the outstanding principal amount of the Loan shall bear interest at the Interest Rate. All interest payable hereunder shall be computed on the basis of a thirty (30) calendar day month and a three hundred sixty (360) calendar day year; provided, however, that the first interest only payment shall be calculated based on the period from the date hereof through December 31, 2025, and thereafter through the end of each succeeding calendar year. From the date of any Event of Default and during the continuance thereof and from and after the Maturity Date, interest on all principal amounts outstanding under this Promissory Note shall accrue at the Default Rate (as defined in the Loan Agreement).

In no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof or otherwise, shall the amount paid or agreed to be paid to Fund Lender for the use, forbearance or detention of money advanced hereunder exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable hereto.

The principal amount and accrued interest of this Promissory Note shall be due and payable on the dates and in the manner set forth in the Loan Agreement.

The entire outstanding principal balance under this Promissory Note plus all accrued and unpaid interest thereon and any other amounts due hereunder shall become due and payable on the Maturity Date.

Time is of the essence of this Promissory Note. To the extent not prohibited by applicable law, Fund Borrower, for itself and its successors and assigns, expressly waives presentment, demand, protest, notice of dishonor, and any and all other notices, demands and consents in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note, and hereby consents to any extensions of time, renewals, releases of any party to or guarantor of this Promissory Note, waivers and any other modifications that may be granted or consented to by Fund Lender from time to time in respect of the time of payment or any other provision of this Promissory Note.

Subject to Article 9 of the Loan Agreement, the termination of this Promissory Note or the occurrence of any Event of Default shall entitle Fund Lender, at its option, to declare the then outstanding principal balance, accrued interest and any other amounts due hereunder to be, and the same shall thereupon become, immediately due and payable without notice to or demand upon Fund Borrower, all of which Fund Borrower hereby expressly waives.

Wherever possible each provision of this Promissory Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Promissory Note shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Promissory Note. No delay or failure on the part of Fund Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as acquiescence in any default, nor shall any single or partial exercise by Fund Lender of any right or remedy preclude any other right or remedy. Fund Lender, at its option, may enforce its rights against any collateral securing this Promissory Note without enforcing its rights against Fund Borrower, any guarantor of the indebtedness evidenced hereby or any other property or indebtedness due or to become due to Fund Borrower. Fund Borrower agrees that, without releasing or impairing Fund Borrower's liability hereunder, Fund Lender at any time may release, surrender, substitute or exchange any collateral securing this Promissory Note and at any time may release any party primarily or secondarily liable for the indebtedness evidenced by this Promissory Note.

All of the terms, covenants and agreements of the Loan Agreement and the other Fund Loan Documents (as defined in the Loan Agreement) are incorporated herein by reference.

This Promissory Note shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Nevada.

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

**[Signature Page Follows]**

**SIGNATURE PAGE  
PROMISSORY NOTE**

**IN WITNESS WHEREOF**, Fund Borrower has set its signature to this Promissory Note 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