

FUND PLEDGE AGREEMENT

This **FUND PLEDGE AGREEMENT** (this “*Agreement*”), dated as of [December __, 2017], is made and entered into by and between **CHASE NMTC MESQUITE LIBRARY INVESTMENT FUND, LLC**, a Delaware limited liability company (“*Borrower*”), and **LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION, INC.**, a Nevada non-profit corporation (“*Lender*”).

WITNESSETH:

WHEREAS, Borrower and Lender have entered into that certain Fund Loan Agreement (as amended, supplemented or otherwise modified from time to time, the “*Fund Loan Agreement*”), of even date herewith, pursuant to which the Lender has agreed to make a loan to the Borrower in the maximum aggregate principal amount of Six Million Six Hundred Forty-Six Thousand and No/100 Dollars (\$6,646,000.00) (the “*Loan*”), evidenced by that certain Fund Promissory Note of even date herewith in such amount made by Borrower to Lender (said Fund Promissory Note, and any extensions, modifications, amendments, substitutions and consolidations thereof, being hereinafter collectively referred to as the “*Fund Promissory Note*”), the proceeds of which are to be used for the purposes described in the Fund Loan Agreement;

WHEREAS, the Borrower is the record and beneficial owner of the CDE Interest (as hereinafter defined);

WHEREAS, as security for the payment and performance of Borrower’s obligations under the Fund Loan Agreement, Lender is requiring that the 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 the Lender to make the Loan under the Fund Loan Agreement, it is agreed as follows:

1. **Definitions.** The following terms shall have the following respective meanings:

“**Borrower’s Operating Agreement**” shall mean that certain Operating Agreement dated on or about the date hereof, by Chase Community Equity, LLC, as the sole member of the Borrower, as the same may be amended in accordance with this Agreement.

“**CDE**” shall mean Clearinghouse NMTC (Sub 52), LLC, a California limited liability company.

“**CDE Agreement**” shall mean the Amended and Restated Operating Agreement of the CDE of even date herewith made by and between Clearinghouse Community Development Financial Institution, a California corporation, and Borrower, as the same may be amended, modified, and/or restated from time to time.

“**CDE Interest**” shall mean Borrower’s entire interest in the CDE, including Borrower’s share of any dividends and distributions of the assets of the CDE pursuant to the CDE Agreement and the California Revised Uniform Limited Liability Company

Act, and the right to vote on, consent to, or otherwise participate in any decision or action of or by the CDE granted pursuant to the CDE Agreement and the California Revised Uniform Limited Liability Company Act.

“Fund Loan Documents” shall mean, collectively, the Fund Promissory Note, the Fund Loan Agreement, this Agreement, and all other documents that evidence, secure and govern the Loan, as the same may be amended, modified, extended or renewed, with the consent of Lender.

“Obligations” shall mean all of the indebtedness and obligations of Borrower under the Fund Promissory Note and the other Fund Loan Documents.

Capitalized terms not otherwise defined herein shall have the meanings set forth in, and the interpretations applicable thereto under, the Fund Loan Agreement, as amended and modified from time to time in accordance with its terms. The meanings given to terms in the Fund Loan Agreement shall be equally applicable to both the singular and plural forms of such terms.

2. Pledge. Subject to the provisions of Sections 6 and 7 below, Borrower hereby pledges to Lender and grants to Lender, a security interest in all of the following (collectively, the “*Borrower Pledged Collateral*”);

(a) the CDE Interest and the certificates and other instruments or agreements representing or evidencing its CDE Interest, and all dividends, distributions, cash, instruments, tax benefits, allocations of taxable income and loss, 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 its CDE Interest;

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

(c) all distributions, profits, and proceeds of or from any of the foregoing.

3. Security for the Obligations. This Agreement secures, and the Borrower Pledged Collateral is security for, the prompt payment and performance of the Obligations.

4. Representations and Warranties. The Borrower represents and warrants to Lender as of the Effective Date as follows:

(a) The Borrower is duly organized or formed, validly existing and in good standing under the laws of the State of Delaware, has the legal power and authority to own its assets and to carry on its business as now being and hereafter proposed to be conducted. The Borrower is duly qualified and authorized to do business in each jurisdiction in which it is legally required to do so.

(b) The Borrower is the sole holder of record and the sole beneficial owner of the Borrower Pledged Collateral, free and clear of any lien, charge or encumbrance thereon or affecting the title thereto.

(c) The CDE Interest constitutes 99.99% of all of the issued and outstanding equity interests of the CDE. The CDE Interest has been duly authorized and validly issued.

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

(e) The CDE Interest has not 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. The Borrower's execution, delivery and performance of this Agreement and the pledge of the Borrower 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 Borrower Pledged Collateral is, as of the date of this Agreement, margin stock, and the Borrower shall, promptly after learning thereof, notify the CDE and Lender of any Borrower Pledged Collateral which is or becomes margin stock and execute and deliver in favor of 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) Other than as provided in the Borrower's Operating Agreement and the CDE Agreement, 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 the Borrower either (i) for the pledge of the Borrower Pledged Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by the Borrower or (ii) for the exercise by Lender of the voting or other rights provided for in this Agreement or the remedies in respect of the Borrower Pledged Collateral pursuant to this Agreement.

(h) The pledge of the Borrower Pledged Collateral to Lender pursuant to this Agreement will create a valid lien on and a security interest in the Borrower Pledged Collateral pledged by the Borrower, and the proceeds thereof, securing the payment of the Obligations.

(i) This Agreement has been duly authorized, executed and delivered by the Borrower and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except to the extent that such enforceability may be limited by laws generally affecting the enforcement of creditors' rights and principles of equity.

(j) The only assets of Borrower are the Borrower Pledged Collateral and other assets incidental thereto. The Borrower has no indebtedness other than the Loan, "Member Loans" made in accordance with Borrower's Operating Agreement, and trade payables incurred by Borrower.

(k) The CDE Interest is uncertificated and (i) is not traded on a securities exchange or in a securities market, (ii) is not designated in organizational documents as a “security” governed by Article 8, or an equivalent provision, of the Uniform Commercial Code or any other applicable provision thereof, (iii) does not represent an interest in an entity registered as an investment company under the federal investment company laws, and (iv) does not otherwise qualify as a “security” pursuant to Article 8-103, of the Uniform Commercial Code or any applicable provision thereof.

5. Covenants. The Borrower covenants and agrees that until the payment in full of the Loan:

(a) The Borrower will not sell, assign, transfer, pledge, or otherwise encumber any of its rights in or to any Borrower 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, except as otherwise permitted pursuant to the Fund Loan Agreement.

(b) The Borrower will, at its expense, promptly execute, acknowledge and deliver all such instruments and take all such action as Lender from time to time may reasonably request in order to ensure to Lender the benefits of the liens and security interests in and to the Borrower Pledged Collateral intended to be created by this Agreement, including the filing of any necessary Uniform Commercial Code financing statements, which may be filed by Lender without the signature of the Borrower.

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

(d) Subject in all respects to Section 6.3 of the Fund Loan Agreement, the Borrower hereby consents to Lender’s or its designee’s right to become and be admitted as a member or partner, as applicable, of the CDE and to receive distributions and allocations from the CDE upon the exercise of Lender’s rights hereunder without further action, approval or consent by Borrower.

(e) Borrower shall not take any action which would cause, or permit others to cause, the CDE Interest to become certificated or to (i) be traded on a securities exchange or in a securities market, (ii) be designated in organizational documents as a “security” governed by Article 8 of the Uniform Commercial Code, or an equivalent provision, of the Uniform Commercial Code, (iii) represent an interest in an entity registered as an investment company under the federal investment company laws, or (iv) otherwise qualify as a “security” pursuant to Article 8-103, or any equivalent provision, of the Uniform Commercial Code. Borrower shall not grant any additional security interest in the CDE Interest, other than those which have been disclosed to Lender prior to the date hereof.

(f) The Borrower will not cause nor will it consent to the CDE issuing any additional membership or other equity interests in any of the CDE, whether certificated or uncertificated, to any Person without the prior, written consent of Lender which shall be granted or withheld in the sole discretion of Lender, and should any such equity interest be granted or issued, the same shall immediately be and become subject to this Agreement and become part of the Borrower Pledged Collateral, without further action of any Person; provided, however, that Borrower may exercise its rights under the CDE Agreement to remove and replace the managing member of the CDE in accordance with such CDE Agreement without the prior written consent of the Lender. If any equity interest in the CDE should be certificated in the future, Borrower shall immediately deliver such certificated securities to Lender.

(g) The Borrower shall not consent to the CDE dissolving, liquidating, winding up, merging or consolidating with any other entity without the prior, written consent of the Lender.

(h) The Borrower shall not, without providing thirty (30) days' prior written notice thereof to Lender, cause or consent to any change to (i) the jurisdiction under which the Borrower is organized as a limited liability company, or (ii) the jurisdiction under which any of the CDE is organized as a limited liability company.

6. Borrower's Rights. As long as no Event of Default shall have occurred and be continuing, and until (i) written notice of an Event of Default shall be given to the Borrower in accordance with Section 17 hereof, and (ii) Lender shall be entitled to exercise remedies under the Fund Loan Documents pursuant to Section 6.3 of the Fund Loan Agreement, the Borrower shall have the right, from time to time, to vote and give consents with respect to the Borrower Pledged Collateral or any part thereof for all purposes not inconsistent with the provisions of this Agreement and the other Fund Loan Documents; provided, however, that no vote shall be cast, and no consent shall be given or action taken, which would have the effect of (i) impairing in any material respect the validity of the Lender's security interest in the Borrower Pledged Collateral, (ii) dissolving or liquidating, in whole or in part, the CDE other than pursuant to the redemption rights set forth in the CDE Agreement, (iii) consolidating or merging the CDE with any other Person, (iv) changing the authorized number of shares, CDE Interest, or other equity interests in the CDE, or the issuance of any additional membership or other equity interests in the CDE, except as expressly permitted by Section 5(f) of this Agreement, (v) altering the voting rights with respect to Borrower's interests in the CDE, or (vi) effecting any action or omission that would conflict with or result in a breach of the terms of any of the Fund Loan Documents.

7. Defaults and Remedies. Subject to Section 6.3 of the Fund Loan Agreement, which is incorporated herein by reference, and Section 15 hereof, upon the occurrence of an Event of Default and during the continuation of such Event of Default, and following written notice to the Borrower, 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 Borrower Pledged Collateral, to exchange certificates or instruments representing or evidencing the CDE Interest for certificates or instruments of smaller or larger denominations, to exercise the voting rights with respect thereto, to collect and

receive all cash dividends and other distributions made thereon, to sell in one or more sales after ten (10) days' written notice is sent to the 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 the Borrower agrees is commercially reasonable), but without any previous notice or advertisement, the whole or any part of the Borrower Pledged Collateral and to otherwise act with respect to the Borrower Pledged Collateral as though Lender were the out-right owner thereof, provided, however, 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 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 Lender may deem fair and reasonable, and Lender may be the purchaser of the whole or any part of the Borrower Pledged Collateral so sold and hold the same thereafter in its own right free from any claim of the Borrower or any right of redemption. Each sale shall be made to the highest bidder, but 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 Lender.

(a) If, at the original time or times appointed for the sale of the whole or any part of the Borrower Pledged Collateral, the highest bid, if there be but one sale, shall be inadequate to discharge in full all the Obligations, or if the Borrower 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 Lender, in its discretion, the unlikelihood of the proceeds of the sales of the whole of the Borrower Pledged Collateral being sufficient to discharge all the Obligations, Lender may, on one or more occasions and in its discretion, 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 the Borrower.

(b) In the event of any sales hereunder, Lender shall, after deducting all reasonable costs or expenses of every kind (including reasonable attorneys' fees and disbursements) for care, safekeeping, collection, sale, delivery or otherwise, apply the residue of the proceeds of the sales to the payment or reduction, either in whole or in part, 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 Lender to exercise any of its rights hereunder, the 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. The Borrower agrees to indemnify and to hold Lender harmless 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

Lender; provided that any such amounts payable on account of such obligation to indemnify and hold harmless shall be payable solely from Borrower's assets to the extent available.

(d) If, at any time when Lender shall determine to exercise its right to sell the whole or any part of the Borrower Pledged Collateral hereunder, and such Borrower Pledged Collateral or the part thereof to be sold shall not, for any reason whatsoever, be effectively registered under the Securities Act of 1933 (as amended from time to time, the "*Securities Act*"), then Lender may, in its discretion (subject only to applicable requirements of law), sell such Borrower 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 the Lender agrees and shall cause any purchaser of Borrower Pledged Collateral to agree that the Borrower shall (a) not be liable to any purchaser of Borrower Pledged Collateral for any action taken or omitted to be taken by Lender in connection with the sale of Borrower Pledged Collateral, and (b) not be responsible in any manner to any purchaser of Borrower Pledged Collateral for any statement, representation or warranty made by Lender in connection with the sale of Borrower Pledged Collateral. Without limiting the generality of the foregoing, in any such event Lender in its discretion (i) may, in accordance with applicable securities laws, proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Borrower Pledged Collateral or part thereof could be or shall have been filed under said Securities Act (or similar statute), (ii) may approach and negotiate with a single possible purchaser to effect such sale, and (iii) 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 Borrower Pledged Collateral or part thereof. In addition to a private sale as provided above in this Section 7, if any of the Borrower 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 7, then 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 (A) as to the financial sophistication and ability of any Person permitted to bid or purchase at any such sale, (B) as to the content of legends to be placed upon any certificates representing the Borrower Pledged Collateral sold in such sale, including restrictions on future transfer thereof, (C) 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 any issuer of the Borrower Pledged Collateral and such Person's intentions as to the holding of the Borrower Pledged Collateral so sold for investment, for its own account, and not with a view to the distribution thereof, and (D) as to such other matters as Lender may, in its discretion, 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) The Borrower recognizes that Lender may be unable to effect a public sale of any or all the Borrower Pledged Collateral and may be compelled to resort to one or more private sales thereof. The 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. The 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. Lender shall be under no obligation to delay a sale of any of the Borrower 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 the Borrower would agree to do so.

(f) The Borrower agrees, to the maximum extent permitted by applicable law, that 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 Borrower Pledged Collateral or the possession thereof by any purchaser at any sale hereunder, and the Borrower waives the benefit of all such laws to the extent it lawfully may do so. No failure or delay on the part of Lender to exercise any such right, power or remedy and no notice or demand which may be given to or made upon Lender with respect to any such remedies shall operate as a waiver thereof, or limit or impair 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 the Borrower.

(g) The Borrower further agrees that a breach of any of the covenants contained in this Section 7 will cause irreparable injury to Lender, that 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 7 shall be specifically enforceable against the Borrower, and the Borrower hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that Lender's rights are subject to Section 6.3 of the Fund Loan Agreement or that the Obligations are not then due and payable in accordance with the agreements and instruments governing and evidencing such obligations.

(h) The rights and remedies of Lender under this Agreement shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. In exercising such rights and remedies, Lender may be selective, and no failure or delay by 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.

(i) NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE RIGHTS AND REMEDIES OF LENDER ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF SECTION 6.3 OF THE FUND LOAN AGREEMENT, AND NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO (I) AUTHORIZE OR EMPOWER LENDER TO TAKE ANY ACTION OR EXERCISE

ANY RIGHT OR REMEDY THAT IS INCONSISTENT WITH SUCH PROVISIONS, OR (II) PROHIBIT BORROWER FROM TAKING ANY ACTION OR EXERCISING ANY RIGHT OR REMEDY THAT IS PERMITTED BY SUCH PROVISIONS.

8. Power of Attorney; Proxy. Upon and after an Event of Default and during its continuance, but subject in all respects to Section 6.3 of the Fund Loan Agreement, the Borrower irrevocably designates, makes, constitutes and appoints Lender (and all Persons designated by Lender) as its true and lawful attorney (and agent-in-fact) and Lender may, without notice to the Borrower, and at such time or times thereafter as Lender or said agent, in its discretion, may determine, in the name of the Borrower or Lender, transfer any or all of the Borrower Pledged Collateral on the books of the issuer thereof, with full power of substitution in the premises; endorse the name of the Borrower upon any checks, notes, acceptance, money orders, certificates, drafts or other forms of payment of security that come into Lender's possession; and do all acts and things necessary, in Lender's discretion, to fulfill the obligations of the Borrower under this Agreement.

Upon the occurrence and during the continuance of any Event of Default hereunder, but subject in all respects to Section 6.3 of the Fund Loan Agreement, Lender, or its nominee, without notice or demand of any kind to the Borrower, shall have the sole and exclusive right to exercise all voting powers pertaining to any and all of the Borrower Pledged Collateral (and to give written consents in lieu of voting thereon) and may exercise such power in such manner as Lender, in its sole discretion, shall determine. THIS PROXY IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE. The exercise by Lender of any of its rights and remedies under this Section 8 shall not be deemed a disposition of Borrower Pledged Collateral under Article 9 of the Uniform Commercial Code nor an acceptance by Lender of any of the Borrower Pledged Collateral in satisfaction of any of the Obligations.

9. Waiver. No delay on 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 the Borrower by Lender with respect to any power of sale, lien, option or other right hereunder, shall constitute a waiver thereof, or limit or impair 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 Lender's rights as against the Borrower in any respect.

10. Termination. This Agreement shall terminate and be of no further force or effect at such time as the Obligations shall have been irrevocably paid and performed in full. Upon such payment and performance in full of the Obligations, Lender shall deliver to the Borrower the Borrower Pledged Collateral at the time subject to this Agreement and then in 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 the Borrower's obligations hereunder shall at such time terminate.

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

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

(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 the Borrower's obligations under the Fund Loan Documents, or any other amendment or waiver of or any consent to any departure from the Fund Loan Agreement, the Fund Promissory Note, any other Fund Loan Document or any other agreement or instrument governing or evidencing any Obligations or any of the Borrower's obligations under the Fund Loan Documents;

(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 the Borrower's obligations under the Fund Loan Documents; or

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

12. Release. Except as provided for in any Fund Loan Document, the 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 the Borrower's obligations under the Fund Loan Documents, 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 the Borrower. No act or omission of any kind on Lender's part shall in any event affect or impair this Agreement. The Borrower consents and agrees that Lender may at any time, or from time to time, in its discretion exchange, release and/or surrender all or any of the Borrower Pledged Collateral and/or any other collateral for the Loan, or any part thereof, by whomsoever deposited, which is now or may hereafter be held by Lender in connection with all or any of the Obligations; all in such manner and upon such terms as Lender may deem proper, and without notice to or further assent from the Borrower, it being hereby agreed that the Borrower shall be and remain bound upon this Agreement, irrespective of the value or condition of any of the Borrower Pledged Collateral or other collateral for the Loan, and notwithstanding any such change, exchange, settlement, compromise, surrender, release, renewal or extension, and notwithstanding also that the Obligations may, at any time, exceed the aggregate principal amount thereof set forth in the Fund Loan Agreement, or any other agreement governing any Obligations. The 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, 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 the Borrower. No act or omission of any kind on Lender's part shall in any event affect or impair this Agreement.

13. 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, is, pursuant to applicable law, 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.

14. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, Borrower, Lender and their successors and assigns. If Lender is permitted to assign or otherwise transfer all or a portion of its rights and obligations under the Fund Loan Agreement (including, without limitation, all or any portion of the Loan) to any assignee, then such assignee shall thereupon become vested with all the benefits in respect thereof granted to Lender herein or otherwise. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws in effect in the State of Nevada without giving effect to principles of conflict of laws, and 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 Lender and the Borrower. Neither 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 gross negligence or willful misconduct.

15. Non-Recourse. The provisions of this Agreement are expressly made subject to the limitations on recourse set forth in the Section 1.9 of the Fund Loan Agreement, which are incorporated herein by reference.

16. 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 affect those portions of this Agreement which are valid. Notwithstanding the foregoing, the incorporation of the provisions of Section 6.3 of the Fund Loan Agreement shall be deemed integral to this Agreement and shall not be severable from the remainder of this Agreement.

17. Notices. All notices and other communications provided to any party hereto under this Agreement shall be in writing and addressed or delivered to such party in accordance with and at their addresses as set forth in the Fund Loan Agreement. The Borrower and Lender may each change the address for service of notice upon it by a notice in writing to the other party hereto in the manner so provided in the Fund Loan Agreement.

18. 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.

19. Counterparts. This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**COUNTERPART SIGNATURE PAGE
FUND PLEDGE AGREEMENT**

IN WITNESS WHEREOF, this Agreement has been duly executed as an instrument under seal as of the date first written above.

BORROWER:

**CHASE NMTC MESQUITE LIBRARY
INVESTMENT FUND, LLC**, a Delaware limited liability company

By: Chase Community Equity, LLC, a Delaware limited liability company, its sole member

By: _____
Emily Feder
Vice President

**COUNTERPART SIGNATURE PAGE
FUND PLEDGE AGREEMENT**

IN WITNESS WHEREOF, this Agreement has been duly executed as an instrument under seal as of the date first written above.

LENDER:

**LAS VEGAS - CLARK COUNTY LIBRARY
DISTRICT FOUNDATION, INC.**, a Nevada non-profit corporation

By: _____
Edward Kojane
President