

**RESOLUTIONS TO ENTER INTO THE  
THREE SQUARE TRANSACTIONS BY  
LAS VEGAS COMMUNITY INVESTMENT CORPORATION AND LVCIC SUB-CDE VIII, LLC**

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**WHEREAS**, Las Vegas Community Investment Corporation, a Nevada nonprofit corporation (the “Allocatee”), and LVCIC Sub-CDE VIII, LLC, a Nevada limited liability company (the “Sub-CDE”), desire to engage in transactions more particularly described in these resolutions (collectively, the “Transactions”):

**WHEREAS**, the Allocatee is the managing member of the Sub-CDE; and

**WHEREAS**, the Allocatee obtained an allocation of New Markets Tax Credits (“NMTCs”) in the amount of \$55,000,000 in the 2015-16 allocation round (the “2015-16 Allocation”); and

**WHEREAS**, the Allocatee has made a sub-allocation to the Sub-CDE in the amount not to exceed \$5,200,000 from the 2015-16 Allocation (the “2015-16 Sub-Allocation”); and

**WHEREAS**, the Allocatee also obtained an allocation of NMTCs in the amount of \$45,000,000 in the 2018 allocation round (the “2018 Allocation,” and together with the 2015-16 Allocation, collectively, the “Allocations”); and

**WHEREAS**, the Allocatee has made a sub-allocation to the Sub-CDE in the amount not to exceed \$5,800,000 from the 2018 Allocation (the “2018 Sub-Allocation,” and together with the 2015-16 Sub-Allocation, collectively, the “Sub-Allocations”); and

**WHEREAS**, Chase Community Equity, LLC, a Delaware limited liability company, and its successors and assigns (“CCE”), will make an equity investment in Chase NMTC Three Square Investment Fund, LLC, a Delaware limited liability company (the “Fund”), pursuant to that certain Operating Agreement for the Fund, and will acquire a 100% membership interest in the Fund; and

**WHEREAS**, the Fund is obtaining a loan from Three Square Plan Giving, a Nevada nonprofit corporation (the “Fund Lender”), to be made in one or more advances (the “Fund Loan”), a portion of which may be used to return certain bridge equity to CCE; and

**WHEREAS**, the proceeds of the equity investment by CCE and a portion of the Fund Loan will be used to make one or more equity investments by the Fund in the Sub-CDE in the aggregate amount not to exceed \$11,000,000 (each such equity investment, a “Sub-CDE Investment,” and collectively, the “Sub-CDE Investments”), pursuant to that certain Amended and Restated Operating Agreement of the Sub-CDE (the “Sub-CDE Operating Agreement”), in which the Fund will receive a 99.99% interest therein; and

**WHEREAS**, the Allocatee will contribute an amount not to exceed \$1,100.00 to the Sub-CDE and retain a 0.01% therein pursuant to the Sub-CDE Operating Agreement; and

**WHEREAS**, each Sub-CDE Investment is intended to constitute a “qualified equity investment” as defined under Section 45D of Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws (the “Code”), on account of which the Fund is expected to receive a 100% allocable share, and CCE is expected to receive from the Fund a 100% allocable share, of the NMTCs generated by such investment; and

**WHEREAS**, Three Square, a Nevada nonprofit corporation (“Project Borrower”) will construct, renovate and expand Approximately 32,500 square foot vacant warehouse in Las Vegas, Nevada (the “Project”) and will operate the Project as, among other things, a food distribution facility, Senior Hunger Program, Benefits Outreach Services, Emergency Food Assistance Program, and Three Square Food Bank Call Center; and

**WHEREAS**, Project Borrower has applied to Sub-CDE for the purpose of financing the cost of constructing and renovating the Project; and

**WHEREAS**, the proceeds of the Sub-CDE Investments made by the Fund in Sub-CDE will be used to fund a loan with a principal amount not to exceed \$10,670,000 to Project Borrower (the “Loan”); and

**WHEREAS**, to evidence the Loan, Project Borrower will execute and deliver to Sub-CDE one or more Promissory Notes (hereinafter, together with all modifications, amendments, renewals, extensions, restatements and replacements thereof, the “Notes”); and

**WHEREAS**, the Sub-CDE will benefit from the Allocatee’s Sub-Allocations to the Sub-CDE and the other Transactions, and as a result thereof and in consideration of the agreement by Allocatee to provide such sponsor services pursuant to that certain sponsor agreement (the “Sponsor Agreement”), Sub-CDE shall pay to Allocatee a fee not to exceed the amount of \$330,000.00; and

**WHEREAS**, the Allocatee will also provide the Sub-CDE certain management services in exchange for an asset management fee pursuant to the terms and conditions of an asset management agreement (“Asset Management Agreement”).

**NOW THEREFORE,**

**RESOLVED**, that the Allocatee hereby authorizes and approves of the Sub-Allocations, and the Allocatee and Sub-CDE authorize and approve of the Transactions; and

**RESOLVED FURTHER**, that Scott D. Adams, William Arent, Gary Ameling or their designee (the “Authorized Representative”) is hereby authorized and directed, in the name of Allocatee and Sub-CDE, to execute and deliver all instruments, agreements, certificates, and documents (including any changes, modifications, or alterations thereto from any drafts thereof considered by the Board of Directors of Allocatee and managing member of Sub-CDE at their meetings held on January 7, 2020) as may be required in connection with, or which are otherwise related to, the Sub-Allocations and Transactions, which the Authorized Representative may approve, including, without limitation, the following (collectively, the “Transaction Documents”):

- (a) Sub-CDE Operating Agreement;
- (b) Asset Management Agreement;
- (c) Sponsor Agreement;
- (d) Debarment Certificates;
- (e) New Markets Tax Credit Indemnification Agreement;

- (f) Loan Agreement related to the Project Loans;
- (g) Account Pledge and Control Agreement (LVCIC CDE Lender Reserve Account);
- (h) Account Pledge and Control Agreement (Disbursement Account);
- (i) Disbursement Agreement;
- (j) Community Benefits Agreement;
- (k) Management Representation Letter for Agreed Upon Procedures Report related to QALICB Status;
- (l) Certificate in Support of Nevada law opinion;
- (m) Client Representation Letter related to CDE Tax Opinion;
- (n) Flow of Funds Memorandum; and
- (o) Any other instruments, agreements, certificates, and documents as may be required in connection with, or which are otherwise related to, the Sub-Allocations and Transactions;

**RESOLVED FURTHER**, the form, terms, and provisions of the various documents to be executed and delivered to or with respect to the Sub-Allocations and Transactions, including, without limitation all Transaction Documents, are hereby ratified, approved, and confirmed, and the transactions described in and contemplated by the Transaction Documents, are approved, ratified, and confirmed.

**RESOLVED FURTHER**, that any and all of the Transaction Documents may contain such recitals, covenants, agreements, and other provisions as may be required and the Authorized Representative may approve, and the execution of such instruments, agreements, certificates, and documents by the Authorized Representative shall be conclusive evidence of such approval, and that the Authorized Representative is authorized from time to time to execute amendments, modifications, waivers, renewals or extensions of any and all such instruments, agreements and documents.

**RESOLVED FURTHER**, all actions previously or to be taken by or on behalf of Allocatee and Sub-CDE in connection with the Sub-Allocations and Transactions are hereby ratified, approved and confirmed, and no further action by or on behalf of Allocatee and Sub-CDE, their stockholders, members, managers, officers, directors or any other person is required.

**RESOLVED FURTHER**, the forms of the Transaction Documents signed and delivered by the Authorized Representative are hereby authorized, confirmed and approved, and no further action by or on behalf of Allocatee and Sub-CDE, their stockholders, members, managers, officers, directors or any other person shall be required to execute and deliver the same.

**RESOLVED FURTHER**, that CCE and the Fund are authorized to rely upon the foregoing resolutions unless and until CCE and the Fund receive written notice of revocation, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the Authorized Representative.

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## **CERTIFICATE BY AUTHORIZED REPRESENTATIVE**

The Undersigned certifies to CCE and the Fund as follows:

1. The Undersigned is the President of the Allocatee, and Allocatee is the managing member of Sub-CDE. The person signing the Transaction Documents on behalf of Allocatee and Sub-CDE is duly authorized to do so.

2. The Allocatee is a Nevada nonprofit corporation incorporated and existing under and pursuant to the laws of the State of Nevada.

3. Sub-CDE is a Nevada limited liability company organized and existing under and pursuant to the laws of the State of Nevada.

4. The foregoing resolutions were duly adopted unanimously by the Board of Directors of the Allocatee and the managing member of Sub-CDE and are now in full force and effect. Such resolutions have not been amended, modified or rescinded and remain in full force and effect; and such resolutions are the only resolutions adopted by the Allocatee's Board of Directors and the managing member of Sub-CDE relating to the Transactions.

5. Attached hereto as Exhibits A and B, respectively, are true, complete and correct copies of the Articles of Incorporation and the Bylaws of Allocatee. There have been no amendments, modifications or rescissions to such Articles of Incorporation or Bylaws of Allocatee as of the date hereof, except as are attached hereto as Exhibits A and B, respectively, nor are any such amendments, modifications or rescissions presently contemplated. Allocatee has taken no action to commence dissolution or liquidation of its business. The Articles of Incorporation and the Bylaws of Allocatee attached hereto as Exhibits A and B, respectively, are currently in full force and effect.

6. Attached hereto as Exhibits C and D, respectively, are true, complete and correct copies of the Articles of Organization and the Operating Agreement of Sub-CDE. There have been no amendments, modifications or rescissions to such Articles of Organization or Operating Agreement of Sub-CDE as of the date hereof, except as are attached hereto as Exhibits C and D, respectively, nor are any such amendments, modifications or rescissions presently contemplated, except the amendments as set forth in the foregoing resolutions. Sub-CDE has taken no action to commence dissolution or liquidation of its business. The Articles of Organization and the Operating Agreement of Sub-CDE attached hereto as Exhibits C and D, respectively, are currently in full force and effect.

7. The signature of the person appearing on Exhibit E is a true and customary signature of such person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has set his hand to this Certificate in the capacities set forth herein on \_\_\_\_\_, \_\_\_\_\_.

LAS VEGAS COMMUNITY INVESTMENT CORPORATION,  
a Nevada nonprofit corporation

By: \_\_\_\_\_  
Name: Gary Ameling  
Title: President

Approved as to Form:

\_\_\_\_\_

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

By: Las Vegas Community Investment Corporation,  
a Nevada nonprofit corporation  
its Managing Member

By: \_\_\_\_\_  
Name: Gary Ameling  
Title: President

Approved as to Form:

\_\_\_\_\_

EXHIBIT A  
ARTICLES OF INCORPORATION  
[ALLOCATEE]

[ON FILE WITH THE ECONOMIC & URBAN DEVELOPMENT DEPARTMENT]

EXHIBIT B  
BYLAWS  
[ALLOCATEE]

[ON FILE WITH THE ECONOMIC & URBAN DEVELOPMENT DEPARTMENT]

EXHIBIT C  
ARTICLES OF ORGANIZATION  
[SUB-CDE]

[ON FILE WITH THE ECONOMIC & URBAN DEVELOPMENT DEPARTMENT]

EXHIBIT D  
OPERATING AGREEMENT  
[SUB-CDE]

[ON FILE WITH THE ECONOMIC & URBAN DEVELOPMENT DEPARTMENT]

EXHIBIT E  
INCUMBENCY CERTIFICATE

The undersigned, being the duly elected, qualified and acting Vice President of Las Vegas Community Investment Corporation (the "Corporation") does hereby certify that the person named below is the duly elected, qualified and acting incumbent of his office of the Corporation, that the signature at the right of his name is the genuine signature of said person.

<b>Name</b>	<b>Title</b>	<b>Signature</b>
Gary Ameling	President	_____

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Name: William Arent  
Title: Vice President