

ALLONGE TO FUND PROMISSORY NOTE

This ALLONGE TO FUND PROMISSORY NOTE (this “*Allonge*”), dated as of [____], 2017, is made by CHASE NMTC MESQUITE LIBRARY INVESTMENT FUND, LLC, a Delaware limited liability company (“*Borrower*”), and LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT FOUNDATION, INC., a Nevada nonprofit corporation (“*Foundation*”).

RECITALS

A. Borrower executed in favor of Foundation that certain Fund Promissory Note, dated as of [____], 2017 (the “*Note*”), in the original principal amount of SIX MILLION SIX HUNDRED FORTY-SIX THOUSAND AND 00/100 DOLLARS (\$6,646,000.00).

B. Borrower and Foundation acknowledge and agree that the Note and Loan Documents (as defined in the Note) were assigned by the Foundation to The Las Vegas-Clark County Library District, a political subdivision of the State of Nevada (the “*District*”), pursuant to that certain Grant Agreement, dated on or about the date hereof.

C. Borrower and Foundation have agreed to execute this Allonge to amend the Note and thereby properly reflect the intent of the parties as to the payment of principal and interest to the District.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower and Foundation agree as follows:

AGREEMENT

1. **Payment of Principal and Interest.**

Pay to the order of:

THE LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT,
a political subdivision of the State of Nevada.

2. **Effective Date.** The effective date of this Allonge is [____], 2017.

3. **References to Note in Loan Documents.** All references to the Note in the Loan Documents shall be deemed to be references to the Note as amended by this Allonge.

4. **Reaffirmation; Conflicts.** Except as amended or revised by this Allonge, the terms of the Note remain in full force and effect as of the day and year first above written. In the event that the terms of the Note conflict with the terms of this Allonge, the terms of this Allonge shall control.

5. **Attach to Note.** This Allonge shall be attached to the Note.

6. **Severability.** The invalidity or unenforceability of any terms or provisions of this Allonge shall not affect the validity or enforceability of any other provisions of this Allonge, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law.

7. **Entire Allonge; Amendment and Modification.** This Allonge (including without limitation the Recitals, incorporated herein by this reference) embodies the entire agreement and understanding by and among the parties hereto relating to the subject matter hereof, and supersedes all prior agreements and understandings relating to the subject matter hereof. No amendment, alteration, change or modification of this Allonge shall be binding or enforceable unless in writing and signed by or on behalf of the party against whom enforcement is sought.

8. **No Waiver of Strict Compliance.** No waiver or failure of a party to insist upon strict compliance with any obligation, covenant, agreement, representation, warranty, or condition shall operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply with such obligation, covenant, agreement, representation, warranty, or condition, or with any other obligation, covenant, agreement, representation, warranty, or condition contained herein. Failure to exercise any right, power, or remedy shall not constitute a waiver of any obligations under this Allonge or constitute a modification of this Allonge. The making of this Allonge shall not waive or impair any other security a party may have or hereafter acquire for the payment of obligations under this Allonge, and the taking of any additional security it may have in the order it may deem proper.

9. **Acknowledgement.** Prior to executing this Allonge, Foundation and Borrower read and understood all the provisions hereof and consulted with counsel of their own choosing.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Borrower and Foundation have caused this ALLONGE TO FUND PROMISSORY NOTE to be duly executed after having read and fully understanding the language contained herein, as of the day and year first above written.

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

[Signature Page 1 of 2 to Allonge to Fund Promissory Note]

**[COUNTERPART SIGNATURE PAGE TO
ALLONGE TO FUND PROMISSORY NOTE]**

FOUNDATION:

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

By _____
Edward Kojane, President

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