

**LOAN AND SECURITY AGREEMENT
(Leverage Loan)**

THIS LOAN AND SECURITY AGREEMENT (this “Agreement”), is made as of July 18, 2018 (the “Closing Date”) by **ETLC INVESTMENT FUND, LLC**, a Delaware limited liability company with its principal business address at c/o PNC Financial Services Group, The Tower at PNC Plaza, Mailstop: PT-PTWR-14-4, Pittsburgh, Pennsylvania 15222-2401 (“Borrower”) for the benefit of **JOINT ECONOMIC DEVELOPMENT ORGANIZATION OF TOPEKA & SHAWNEE COUNTY**, established by an interlocal agreement between Shawnee County and the City of Topeka, its successors and/or assigns with its principal business address at c/o Shawnee County Counselor, 200 SE 7th Street, Room 100, Topeka, Kansas 66603 (“Lender”).

RECITALS

WHEREAS, Borrower has acquired a ninety-nine and ninety-nine one-hundredths percent (99.99%) membership interest in Partnerships of Hope XXI, LLC, a Missouri limited liability company (the “Sub-CDE”); and

WHEREAS, the Sub-CDE is governed by that certain Amended and Restated Operating Agreement dated as of the Closing Date, by and between Raza Development Fund, Inc., a District of Columbia nonprofit corporation as managing member, and Borrower, as investor member (the “Sub-CDE Agreement”); and

WHEREAS, Borrower and Lender, concurrently with the execution and delivery of this Agreement, have agreed that Lender shall lend to Borrower the aggregate principal amount of \$4,543,500 (the “Leverage Loan”), all the proceeds of which shall be advanced on the Closing Date, and which is evidenced by that certain Promissory Note (Leverage Loan) dated as of the Closing Date in the aggregate amount of \$4,543,500 from Borrower, as maker, to Lender, as payee, bearing interest and payable on the terms set forth herein and therein (the “Note”); and

WHEREAS, it is contemplated by the parties hereto that Borrower will use a portion of the proceeds of the Leverage Loan, together with other funds of Borrower, to make (or further facilitate) an investment in the Sub-CDE, such that the investment shall qualify as a “qualified equity investment” as such term is defined in Code § 45D and the Treasury Regulations thereunder (a “QEI”); and that the Sub-CDE will use all or a portion of each QEI to make one or more “qualified low-income community investments,” as such term is defined in Code § 45D and the Treasury Regulations thereunder (each, a “QLICI” and collectively, the “QLICIs”) to GO Topeka ETLC Support Corporation, a Kansas nonprofit corporation (the “Project Borrower”); and that the Project Borrower will qualify as a “qualified active low-income community business,” as such term is defined in Code § 45D and the Treasury Regulations thereunder (a “QALICB”); and

WHEREAS, in order to secure the full payment and performance by Borrower of all of Borrower’s obligations, duties, expenses and liabilities under or in connection with the Leverage Loan Documents as they may be now or hereafter amended, modified or restated (such obligations, duties, expenses and liabilities under and in connection with the Leverage Loan Documents (as such term is defined herein) and all other sums of any kind which may or shall become due thereunder are collectively referred to herein as, the “Obligations”), Borrower is entering into this Agreement for the benefit of Lender, as required by Lender as a condition of its funding the Leverage Loan.

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, intending to be legally bound, the parties hereby agree as follows:

Section 1. Definitions. For purposes of this Agreement, the terms set forth below shall have the following meanings:

“Anti-Terrorism Laws” means any Laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulation, order, or directive promulgated, issued or enforced pursuant to such Laws, all as amended, supplemented or replaced from time to time.

“Borrower’s Operating Agreement” means that certain Operating Agreement for ETLC Investment Fund, LLC, dated as of the Closing Date, made and entered into by PNC New Markets Investment Partners, LLC, a Delaware limited liability company (the “Investor”), as the sole member and manager.

“Business Day” means any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law or regulation to be closed for business in Pittsburgh, Pennsylvania.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law.

“Collateral” means all of the Pledged Interests.

“Compliance Period” means the seven (7)-year credit period applicable to each QEI made by Borrower in the Sub-CDE, commencing on the first Credit Allowance Date with respect to each QEI and ending on the last day prior to the seventh (7th) anniversary of said Credit Allowance Date.

“Covered Entity” means (a) Lender and each of Lender’s subsidiaries and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the direct or indirect (x) ownership of, or power to vote, twenty-five percent (25%) or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

“Credit Allowance Date” means any credit allowance date (as such term is defined in Code § 45D(a)(3)) with respect to a QEI made in the Sub-CDE.

“Event of Default” has the meaning prescribed to it in Section 9 hereof.

“Excess Tax Reimbursement Contribution Proceeds” means any amount(s) retained by Borrower during the term of the Leverage Loan from the proceeds of one or more Tax Reimbursement Contributions which were not then necessary to be utilized to make payments under the Leverage Loan.

“Forbearance Agreement” means that certain Forbearance Agreement (Leverage Loan), dated as of the Closing Date, entered into by and among the Investor, Borrower and Lender.

“Indemnity Payments” means collectively, and as applicable, each of: (i) any distributions made to Borrower (including those distributions sourced by any loan payment of interest or interest and principal received by the Sub-CDE) which are applied by Borrower and/or the Investor to outstanding amounts payable under the QALICB Indemnity; and (ii) any payment made to Borrower, the Investor or any affiliate thereof as a reimbursement, indemnity payment, guaranteed obligation or otherwise under the QALICB Indemnity.

“Interest Rate” has the meaning prescribed to it in Section 3(d) hereof.

“Law” means any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any Governmental Body, foreign or domestic. For purposes of this definition, “Governmental Body” shall mean any nation or government, any state or other political subdivision thereof or any entity, authority, agency, division or department exercising the executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to a government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“Leverage Loan Documents” means this Agreement, the Note, the Forbearance Agreement, financing statements and all other documents, instruments and agreements which evidence, secure or are otherwise executed in connection with the Leverage Loan, including all modifications, amendments, renewals, extensions, restatements and replacements thereof.

“Maturity Date” means July 17, 2053.

“New Markets Tax Credits” means a “new markets tax credit” as such term is defined in Code § 45D and the Treasury Regulations thereunder.

“Option Agreement” means that certain Option Agreement, dated as of the Closing Date, by and between Lender, as purchaser, and the Investor, as seller, as may be subsequently amended.

“Person” means any individual, corporation, business trust, association, company, partnership, joint venture, Governmental Authority, or other entity.

“Pledged Interests” means: (i) one hundred percent (100%) of the membership interests, partnership interests, units and other equity interests in the Sub-CDE now owned, together with all membership interests, partnership interests, units, options, rights or other distributions issued as an addition to, in substitution or in exchange for, or on account of, any such interests and all products and proceeds of the Pledged Interests (other than Excess Tax Reimbursement Contribution Proceeds); and (ii) any Tax Reimbursement Contribution to Borrower actually funded or required to be funded by the Investor (other than Tax Reimbursement Contributions

made in accordance with Section 5.03 of Borrower's Operating Agreement relating solely to providing funds to the Corporate Sub-CDE (as such term is defined in the Borrower's Operating Agreement) for the payment of applicable federal, state and local taxes) which are then currently due or past due; (iii) any and all distributions, allocations and other payments made to Borrower in accordance with the Sub-CDE Agreement, and any and all of Borrower's rights to receive distributions, allocations and payments made to Borrower in accordance with the Sub-CDE Agreement, as it may be modified from time to time with the consent of Lender; (iv) all certificates and instruments representing the Pledged Interests, if any; (v) all other rights of Borrower contained in the Sub-CDE Agreement; and (vi) all other rights, authority, powers and privileges of Borrower in any manner arising out of or related to the Pledged Interests. However, the Pledged Interests shall not include: (1) any Indemnity Payments payable by the Project Borrower or any affiliate thereof or distributions made by the Sub-CDE and used by Borrower to satisfy any indemnification obligations owed to it by the Project Borrower as a result of a loss, disallowance or recapture of any New Markets Tax Credits; or (2) any obligation of Investor to make future and/or contingent Tax Reimbursement Contributions to Borrower; or (3) any funds received by Borrower from Investor as a Tax Reimbursement Contribution to Borrower in accordance with Section 5.03 of Borrower's Operating Agreement relating solely to providing funds to the Corporate Sub-CDE for the payment of applicable federal, state and local taxes; or (4) any return of funds from the Corporate Sub-CDE to the extent such funds have been released from any "retained earnings" reserve held by the Corporate Sub-CDE (which Lender further acknowledges shall be available for immediate distribution by Borrower to Investor).

"QALICB Indemnity" means that certain QALICB Indemnification Agreement, dated as of the Closing Date, by the Project Borrower and Growth Organization of Topeka/Shawnee County, Inc., a Kansas nonprofit corporation, as indemnitors, collectively for the benefit of the Investor.

"Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint or similar charging instrument, arraigned, or custodially detained in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or has knowledge of facts or circumstances to the effect that it is reasonably likely that any aspect of its operations is in actual or probable violation of any Anti-Terrorism Law.

"Sanctioned Country" means a country subject to a sanctions program maintained under any Anti-Terrorism Law.

"Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any Anti-Terrorism Law.

"Tax Reimbursement Contribution" has the meaning and shall be calculated as set forth in Section 5.03 of the Borrower's Operating Agreement.

"Treasury Regulations" means and includes any temporary or final regulations promulgated under the Code from time to time, as such regulations may be amended from time to time, including corresponding provisions of succeeding regulations and any guidance, rule or procedure published by the CDFI Fund or Internal Revenue Service.

“UCC” means Uniform Commercial Code of the State of Delaware (being the state in which Borrower was organized).

Except as otherwise noted herein, any capitalized terms used, but not otherwise defined herein, shall have the meanings given to them and set forth in the Borrower’s Operating Agreement

Section 2. Conditions to Funding the Leverage Loan. Lender’s obligation to fund the proceeds of the Leverage Loan is conditioned upon compliance by Borrower with the following requirements (collectively, the “Funding Conditions”) to the reasonable satisfaction of Lender:

(a) *Leverage Loan Documents.* Execution and delivery of the Leverage Loan Documents by Borrower to Lender;

(b) *Other Instruments.* Execution and delivery of any other instrument required to be executed and/or delivered by Borrower to Lender to perfect Lender’s security interest in the Collateral, including, without limitation, UCC-1 financing statements for filing in all jurisdictions as may be necessary to perfect the security interests created in such Collateral;

(c) *Consents, etc.* Delivery of all consents, orders, authorizations and approvals of any governmental body or agency necessary for Borrower to enter into the Leverage Loan Documents;

(d) *Organizational Documents.* Execution and delivery of the operating agreement of Borrower and any other instrument required to be executed and/or delivered by Borrower to authorize the borrowing of the Loan and the other transactions contemplated by this Agreement; and

(e) *Sub-CDE Agreement.* Execution and delivery by Borrower to Lender of a fully executed copy of the Sub-CDE Agreement in form approved by Lender.

Section 3. Obligation to Fund the Leverage Loan and Payment Requirements. Upon satisfaction by Borrower of the Funding Conditions, Lender shall advance to Borrower the proceeds of the Leverage Loan:

(a) *Agreement to Make the Leverage Loan.* Subject to the terms and conditions of this Leverage Loan Agreement, Lender hereby agrees to make the Leverage Loan to Borrower in the aggregate principal amount of \$4,543,500.

(b) *Note.* The Leverage Loan shall be evidenced by the Note.

(c) *Loan Proceeds.* Lender shall advance all of the proceeds of the Leverage Loan to Borrower on the Closing Date.

(d) *Interest Rate.* The Leverage Loan shall bear interest at a fixed rate equal to 1.000000% per annum (the “Interest Rate”).

(e) *Payments and Repayment of Leverage Loan.* Borrower hereby promises to make payments in accordance with the terms of the Note. In addition, Borrower hereby promises to pay to Lender all remaining unpaid principal, accrued and unpaid interest and any other amounts due under the Note and other Leverage Loan Documents on or prior to the Maturity Date.

Section 4. Pledge of Collateral and Grant of Security Interest. Borrower does hereby unconditionally and irrevocably assign, pledge, convey, transfer, deliver, set over and grant unto Lender, its successors and assigns, as security for Borrower's complete and timely payment and performance of the Obligations, a continuing security interest in the Collateral under the UCC. Borrower hereby further grants to Lender all rights in the Collateral as are available to a secured party of such collateral under the UCC and, concurrently herewith, authorizes Lender to file UCC Financing Statements suitable for filing in the State of Delaware with respect to the Collateral, to perfect Lender's security interest therein, and agrees, upon request, to deliver any other documents which Lender may reasonably request with respect thereto. Except as provided in Section 7 hereof and subject to the Forbearance Agreement, by executing this Agreement, Borrower: (i) has divested itself of control over the Collateral and Lender is entitled to and does possess sole dominion and control over the Collateral and is entitled to receive the benefits accruing with respect thereto in accordance with the provisions of this Agreement; and (ii) surrenders all authority or right to withdraw, collect or receive the benefits of or otherwise assign or encumber the Collateral, subject to the Forbearance Agreement. The assignment and pledge evidenced by this Agreement is a continuing one and is irrevocable so long as any of the Obligations are outstanding and shall terminate only upon irrevocable payment or other satisfaction in full of all the Obligations or Lender's acknowledgment in writing that this Agreement has been terminated.

Subject to the terms of this Agreement and the limitations contained in Section 32 below, Lender agrees and acknowledges that the pledge of Collateral contained herein does not include any obligation by Borrower to make payments from any source other than from either: (i) funds received as distributions and/or dividends from the Sub-CDE; or (ii) funds received by Borrower as Tax Reimbursement Contributions (other than (A) any portion which is determined to be Excess Tax Reimbursement Contribution Proceeds or (B) any funds received by Borrower from Investor as a Tax Reimbursement Contribution to Borrower in accordance with Section 5.03 of Borrower's Operating Agreement relating solely to providing funds to the Corporate Sub-CDE for the payment of applicable federal, state and local taxes, which funds do not constitute Collateral and shall not be a source of repayment of the Leverage Loan). To the extent that Borrower is unable to provide for the full payment of the Leverage Loan from the sources noted above, the Lender's right to receive payments then due and owing on the Leverage Loan shall not be waived but shall continue to accrue until such time as sufficient distributions/dividends and/or Tax Reimbursement Contributions are available to permit payment. After the end of the Compliance Period, Borrower shall have the option, but shall not be obligated to, provide for the repayment of the Leverage Loan (in whole or in part) by a transfer to Lender of all or a portion of the promissory notes evidencing the QLICs to the Project Borrower.

Section 5. Further Deliveries to Lender. Borrower agrees to execute and deliver to Lender (at Lender's sole cost) such other agreements, instruments and documentation as Lender may reasonably request from time to time to effect the conveyance, transfer, and grant to Lender of each and all of Borrower's right, title and interest in and to the Collateral as security for the Obligations.

Section 6. No Assumption. Notwithstanding any of the foregoing, whether or not an Event of Default shall have occurred, and whether or not Lender elects to foreclose on its security interest in the Collateral as set forth herein, neither the execution of this Agreement, nor receipt by Lender of any of Borrower's right, title and interest in and to the Collateral and the payments, proceeds and products of the Collateral, now or hereafter due to Borrower from any obligor of the Collateral, nor Lender's foreclosure of its security interest in the Collateral, shall in any way be deemed to obligate Lender to assume any of Borrower's obligations, duties, expenses or liabilities under the Collateral or any agreements constituting the Collateral, as presently existing or as hereafter amended, or under any and all other agreements now existing or hereafter drafted or executed (collectively, "Borrower's Liabilities"), unless Lender otherwise agrees to assume any or all of Borrower's Liabilities in writing. In the event of foreclosure by Lender of

its security interest in the Collateral, Borrower shall remain bound and obligated to perform its Borrower's Liabilities and Lender shall not be deemed to have assumed any of Borrower's Liabilities, except as provided in the preceding sentence. In the event the entity or person acquiring the Collateral at a foreclosure sale elects to assume Borrower's Liabilities, such assignee shall agree to be bound by the terms and provisions of the applicable agreement.

Section 7. Borrower's Rights.

(a) So long as no Event of Default shall have occurred, and in all events subject the provisions of the Forbearance Agreement, Borrower shall have the right, from time to time, to vote and give consents with respect to the Collateral or any part thereof for all purposes not inconsistent with the provisions of this Agreement, the Note or any other agreement; provided, however, that, no vote shall be cast, and no consent shall be given or action taken, which would authorize or effect: (i) any of the actions specifically prohibited in Section 8(g); (ii) any change in the authorized number of shares or ownership interests of Borrower in the Sub-CDE, the stated capital or the authorized share capital of the Sub-CDE or the issuance of any additional ownership interests in the Sub-CDE; or (iii) the alteration of the voting rights with respect to Borrower's ownership interests in the Sub-CDE.

(b) Subject to Section 20 below and in conjunction therewith, Borrower may receive cash or property distributions attributable to the Collateral (including any funds received as a Tax Reimbursement Contribution) and make distributions to its members (including any Excess Tax Reimbursement Contribution Proceeds) of any amounts in satisfaction of any indemnity obligation owed to Borrower by the Sub-CDE or the Project Borrower (or any general partner, member or affiliate of either) and/or in any amount (including any funds received as a Tax Reimbursement Contribution) not needed to make payments on the Note which are then due and payable, to the extent said distributions are made in accordance with the Sub-CDE Agreement, the Borrower's Operating Agreement and are permitted under this Agreement.

Section 8. Representations, Warranties and Covenants. Borrower makes the following representations, covenants and warranties, which shall be deemed to be continuing representations and warranties in favor of Lender, and covenants and agrees to perform all acts necessary to maintain the truth and correctness, in all material respects, of the following:

(a) Borrower is a single member limited liability company with Investor as its sole member. Borrower is duly qualified and authorized to do business in each jurisdiction in which failure to be so qualified and authorized would have a material adverse effect on Lender. Based solely upon the representations and warranties of Sub-CDE in the Sub-CDE Agreement, Sub-CDE is a Missouri limited liability company, is duly formed and validly existing, is duly qualified and authorized to do business in Missouri and Borrower owns a 99.99% membership interest in Sub-CDE, and the membership interest of Borrower in the Sub-CDE entitles Borrower to receive dividends and distributions as set forth in the Sub-CDE Agreement.

(b) Borrower shall, upon receipt of the Leverage Loan proceeds, make (i) one (1) equity investment in the Sub-CDE in the aggregate amount of \$6,500,000 and (ii) a one-time "placement and services fee" payment to RDF in the aggregate amount of \$195,000 and a one-time "sponsor fee" payment to RDF in the aggregate amount of \$130,000.

(c) Borrower owns the Collateral free and clear of any claim, lien or encumbrance, other than the security interest in the Collateral pledged to Lender under Section 4 hereof.

Borrower's ownership interest in the Sub-CDE is not certificated and Borrower shall not consent to the certification of such ownership interest.

(d) Borrower has delivered to Lender a true and complete copy of the Sub-CDE Agreement and any other agreements pertinent to the Collateral, and such agreements are currently in full force and effect and have not been amended or modified except as disclosed to Lender in writing.

(e) Based solely upon the representations and warranties of the Sub-CDE in its Sub-CDE Agreement, Borrower has the full right and title to its interest in the Collateral and has the full power, legal right and authority to pledge, convey, transfer and assign such interest. None of the Collateral is subject to any existing or subsequent assignment, claim, lien, pledge, transfer or other security interest of any character, or to any attachment, levy, garnishment or other judicial process or to any claim for set-off, counterclaim, deduction or discount. Borrower shall not, without the prior written consent of Lender, which consent may be granted or denied in Lender's sole discretion, further convey, transfer, set over or pledge to any party any of its interests in the Collateral except as set forth in Articles 8.06 and 8.07 of the Sub-CDE Agreement. Borrower agrees: (i) to warrant and defend its title to the Collateral and the security interest created by this Agreement against all claims of all persons (other than Lender and persons claiming through Lender); and (ii) to maintain and preserve the Collateral and such security interests.

(f) Borrower shall not exercise any voting rights, or give any consents, waivers or other ratifications in respect to the Collateral which would violate or contravene, or which would cause or otherwise authorize Borrower to violate or contravene, any provision of this Agreement; provided, however, that such limitation shall not apply to the extent Borrower acts reasonably to maintain its ability to realize any New Markets Tax Credits attributable to its investment in the Sub-CDE or any funds paid to the Investor as Indemnity Payments.

(g) Borrower agrees it will comply in all material respects with its duties and obligations under the Sub-CDE Agreement, and that, to the extent that Borrower's consent is required to effect any of the following actions, Borrower shall not consent to any of the following actions with respect to the Sub-CDE:

(i) Performance of any act in violation of the Sub-CDE Agreement or any applicable law or regulation thereunder;

(ii) Dissolution or liquidation, in whole or in part, without the prior written consent of Lender;

(iii) Filing for bankruptcy, merging or consolidating with any entity (except as authorized herein) or doing any other act that would make it impossible to carry on the ordinary business of the Sub-CDE;

(iv) Assigning rights to specific property or assets of the Sub-CDE (except to the extent necessary to maintain its ability to protect and realize any New Markets Tax Credits attributable to its investment);

(v) Permitting the admission of any person or entity to the Sub-CDE without Lender's consent;

- (vi) Performance of any act that would subject Lender to any liability in any jurisdiction;
- (vii) Confessing a judgment against the Sub-CDE;
- (viii) Entering into any business or activity unrelated to the purposes set forth in the Sub-CDE Agreement;
- (ix) Taking any action that would cause: (A) the Sub-CDE to lose its status as a “qualified community development entity” as such term is defined in the Code; or (B) a Recapture Event with respect to any QEI made by Borrower;
- (x) Selling, assigning, encumbering or otherwise transferring property or any asset of the Sub-CDE, except as expressly permitted in Articles 8.06 and 8.07 of the Sub-CDE Agreement, or to the extent necessary to maintain its ability to protect and realize any New Markets Tax Credits attributable to its investment;
- (xi) Changing the principal place of business of the Sub-CDE without providing written notice to Lender within thirty (30) calendar days of such change;
- (xii) Commingling the funds of the Sub-CDE with those of any other person or entity except that use of a zero (0) balance or clearing account shall not constitute a commingling of funds;
- (xiii) Selling at any one time or in a series of related transactions all or substantially all of the assets of the Sub-CDE without the express consent of Lender, except during the continuance of an event of default beyond any applicable cure period by the Project Borrower under any document evidencing the QLICIs from the Sub-CDE to the Project Borrower;
- (xiv) Causing the Sub-CDE to incur any indebtedness other than as expressly permitted by the Sub-CDE Agreement;
- (xv) Lending money to the managing member of the Sub-CDE or any of its affiliates;
- (xvi) Redeeming or purchasing any interests in the Sub-CDE without the consent of Lender, except as set forth in Articles 8.06 and 8.07 of the Sub-CDE Agreement, provided that the investment of Borrower in the Sub-CDE pursuant to the Sub-CDE Agreement is hereby approved;
- (xvii) Employing any person or entity as an employee of the Sub-CDE;
- (xviii) Modifying or amending the purpose of the Sub-CDE as set forth in the Sub-CDE Agreement;
- (xix) Engaging in any contract for service unless such contract provides for: (A) all services to be rendered pursuant to a written contract that contains a clause allowing termination without penalty on sixty (60) calendar days’ notice; and (B) goods and services to be provided at a cost or the price no greater than that which would be charged for such goods or services by independent parties (any loans made shall be made

on commercially reasonable terms similar to those which would be received from an unaffiliated lender making the same loan under the circumstances);

(xx) Amending, modifying or changing, or consenting or agreeing to any amendment, modification or change to, any of the material terms of the Sub-CDE Agreement, without the prior written consent of Lender (except to the extent necessary to maintain its ability to protect and realize any New Markets Tax Credits attributable to its investment);

(xxi) Modifying the terms of the QLICI Loan Documents, provided, that, notwithstanding anything herein to the contrary, Borrower is permitted (A) to take any and all action reasonably determined by Borrower to be necessary for compliance with the NMTC Program Requirements (as defined in Borrower's Operating Agreement), and (B) in all events, enforce and/or require enforcement, as applicable, of the QLICI Loan Documents (as defined in Borrower's Operating Agreement); and

(xxii) Assigning the QLICI Loan or QLICI Loan Documents, provided, that, notwithstanding anything herein to the contrary, Borrower is permitted (A) to take any and all action reasonably determined by Borrower to be necessary for compliance with the NMTC Program Requirements, and (B) in all events, enforce and/or require enforcement, as applicable, of the QLICI Loan Documents.

(h) Borrower has been duly formed, validly exists and is in good standing with the State of Delaware and has the power and authority to execute and deliver the Leverage Loan Documents and perform the Obligations.

(i) There is (are) no pending or, to its knowledge, threatened action(s) or proceeding(s) before any court, judicial body, administrative agency or arbitrator which could materially adversely affect the ability of it to perform its obligations under this Agreement.

(j) To the best of its knowledge, no authorization, consent or license of any party, governmental regulatory body or authority not already obtained is required for the valid and lawful execution and delivery of the Leverage Loan Documents or the assumption of the obligations of Borrower represented hereby and thereby.

(k) Borrower will, at its expense, defend title to the Collateral and the liens of Lender, for the benefit of Lender against the claims of any person and will maintain and preserve such liens until the payment in full of the Obligations.

(l) To the extent Borrower consent is required, Borrower hereby consents to Lender's or its designee's right to be admitted as a member of the Sub-CDE and to receive distributions and allocations from the Sub-CDE upon the exercise of Lender's rights hereunder without further action or consent, subject to the terms of the Forbearance Agreement.

(m) Borrower shall not create, incur, assume or suffer to exist any indebtedness of Borrower, other than indebtedness under this Agreement.

(n) Borrower shall not materially amend, modify or change Borrower's limited liability structure or organizational documents (including the Borrower's Operating Agreement) or convey, sell, lease, assign, transfer or otherwise dispose of the Pledged Collateral without the prior written consent of Lender if such modification, amendment, or change is likely to result in a

material adverse harm to Lender (provided, Borrower may make changes as necessary to protect and/or maintain its ability to realize any New Markets Tax Credits attributable to its investment).

(o) Borrower shall preserve and maintain its existence and good standing in the jurisdiction of its formation, qualify and remain qualified to do business and remain in good standing in each jurisdiction in which such qualification is required, and operate as a Single Purpose Entity (as such term is defined in the Borrower's Operating Agreement).

(p) Borrower will 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 all terms and conditions of this Agreement and all other Leverage Loan Documents, with all organizational documents for Borrower and with any material agreement to which Borrower is a party;

(q) Borrower shall not exercise any voting rights or give any approvals, consents, waivers or other ratifications in respect to the Pledged Collateral which would violate or contravene, or which would cause or otherwise authorize Borrower to violate or contravene, any provision of this Agreement.

(r) Borrower shall apply all cash distributions and/or dividends received by Borrower, including but not limited to distributions and /or dividends made to Borrower in accordance with the Sub-CDE Operating Agreement, in accordance with the terms of Borrower's Operating Agreement.

Section 9. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

(a) An event of default or material breach by Borrower shall have occurred under the Sub-CDE Agreement and such default or material breach shall not have been cured within any and all applicable grace period(s) provided therein; or

(b) Borrower fails to make any payment of any installment of principal or any payment of interest on the Note and such failure continues for thirty (30) calendar days following the later of: (I) the date which is the tenth (10th) Business Day following the payment date as set forth in Section 5 of the Note or (II) the date Borrower shall have received written notice in accordance with this Section 9(b) of such non or delinquent payment. For purposes of the foregoing written notice requirement, Lender agrees that for such notice to be effective, the notice shall: (i) be provided in accordance with the requirements in Section 29 below and (ii) include "ATTENTION: FINAL NOTICE-RESPONSE REQUIRED WITHIN 30 DAYS" in bold and all caps in the opening header of such correspondence and also prominently set on the outer envelope. Notwithstanding anything to the contrary contained herein or in the Note, an Event of Default shall not be deemed to have occurred under this Section 9 with respect to any non or delinquent payment, until such time as Borrower has failed to deliver payment following the notice and payment periods described above; or

(c) A default shall be made in the material observance or performance of any covenant or agreement on the part of Borrower contained in any of the Leverage Loan Documents (other than those otherwise set forth in other subsections of this Section 9) and such

default is not cured within thirty (30) calendar days after Borrower receives written notice of such default; provided, however, if such default is not susceptible to cure within a thirty (30) calendar day period, Borrower shall have as much additional time as needed, but not to exceed sixty (60) additional days, to cure such default so long as Borrower commences such cure within the initial thirty (30) calendar day period and thereafter diligently pursues such cure; or

(d) Any warranty, representation or statement of Borrower in this Agreement proves to have been false in any material respect when made or furnished; or

(e) There occurs the issuance of a writ, order of attachment or garnishment with respect to any of the Collateral and such writ, order of attachment or garnishment is not dismissed and removed within sixty (60) calendar days thereafter;

(f) Borrower shall: (i) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or (ii) have a court order relief against it under the United States Bankruptcy Code; or (iii) file a petition with respect to itself as debtor under the United States Bankruptcy Code; or (iv) have a petition under the United States Bankruptcy Code filed against it as debtor and fail to have such petition vacated or discharged within sixty (60) calendar days following the filing thereof; or (v) file an answer to creditor's petition, admitting the material allegations thereof, for liquidation, reorganization or to effect a plan or other arrangement with creditors; or (vi) apply to a court for the appointment of a receiver for any of its assets; or (vii) have a receiver appointed for any of its assets (with or without consent of Borrower) and such receiver shall not be discharged within sixty (60) calendar days after its appointment;

(g) Any Leverage Loan Document constituting a security agreement or other assignment of Collateral, at any time after its execution and delivery, ceases to be a valid and perfected first priority lien, with priority as contemplated herein, on the property purported to be subject thereof solely as a result of actions of Borrower; or

(h) An event of default occurs under any of the other Leverage Loan Documents and such failure continues unremedied for the applicable grace and/or cure period, if any, specified herein or therein.

Section 10. Remedies.

(a) Upon the occurrence of an Event of Default and subject to the provisions of the Forbearance Agreement, Lender may, by giving notice of such Event of Default, at its option, do any one or more of the following:

(i) Declare all of the Obligations secured hereby to be immediately due and payable, whereupon all unpaid principal and interest on said Obligations and other amounts declared due and payable shall become immediately due and payable without presentment, demand, protest or notice of any kind; and

(ii) Take possession of all or any of the Collateral, collect, and apply against the Obligations, all payments due, proceeds, whether cash proceeds or noncash proceeds, and products from any obligor under the agreements constituting the Collateral, that would otherwise be paid to Borrower; and

(iii) Either personally, or by means of a court-appointed receiver, take possession of all or any of the Collateral and exclude therefrom Borrower and all others claiming under Borrower, and thereafter exercise all rights and powers of Borrower with respect to the Collateral or any part thereof. In the event Lender demands or attempts to take possession of any of the Collateral in the exercise of any rights under this Agreement, Borrower promises and agrees to promptly turn over and deliver complete possession thereof to Lender; and

(iv) Without notice to or demand upon Borrower, make such payments and do such acts as Lender may deem necessary to protect its security interest in the Collateral including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith; and

(v) Require Borrower to take all actions necessary to deliver such Collateral to Lender, or an agent or representative designated by it; and

(vi) Foreclose upon the Collateral as herein provided or in any manner permitted by law, and exercise any and all of the rights and remedies conferred upon Lender in any document executed by Borrower in connection with the Obligations secured hereby, either concurrently or in such order as Lender may determine; and sell or cause to be sold in such order as Lender may determine, as a whole or in part as Lender may determine, the Collateral, without affecting in any way the rights or remedies to which Lender may be entitled under the other such instruments; and

(vii) Sell or otherwise dispose of the Collateral at public sale, without having the Collateral at the place of sale, and upon terms and in such manner as Lender may determine (Lender may be a purchaser at any sale); and

(viii) Exercise any remedies of a secured party under the UCC or any other applicable law; and

(ix) Except as limited by Section 10(b) below or otherwise as explicitly noted herein, by delivering written notice to the Sub-CDE and to Borrower, succeed, or designate its nominee or designee to succeed, to all right, title and interest of Borrower (including, without limitation, the right, if any, to vote on or take any action with respect to matters of the Sub-CDE) as a member of the Sub-CDE in respect of the Collateral and in connection therewith Borrower hereby irrevocably authorizes and directs the Sub-CDE on receipt of any such notice: (A) to deem and treat Lender or such nominee or designee in all respects as a member (and not merely an assignee of a member) of the Sub-CDE, entitled to exercise all the rights, powers and privileges (including the right to vote on or take any action with respect to matters of the Sub-CDE pursuant to the Sub-CDE Agreement, to receive all distributions, to be credited with the capital account and to have all other rights, powers and privileges appertaining to the Collateral to which Borrower would have been entitled had the Collateral not been transferred to Lender or such nominee or designee); and (B) to file an amended certificate of formation, if required, admitting Lender or such nominee or designee as a member of the Sub-CDE in place of Borrower; and

(x) Seek injunctive relief or other equitable relief in any court of competent jurisdiction to prevent the violation or contravention of any of the provisions of this Agreement or to compel compliance with the terms of this Agreement by Borrower, the parties hereto agreeing that the rights granted to Lender under this Agreement are of a special, unique, unusual and extraordinary character and that the loss of any of such rights cannot reasonably or adequately be compensated by way of damages in any action at law, and any material breach by Borrower of any of Borrower's covenants, agreements or obligations under this Agreement will cause Lender irreparable injury and damage and in connection therewith Lender is absolutely and irrevocably authorized and empowered by Borrower to demand specific performance of each of the covenants and agreements of Borrower in this Agreement and Borrower irrevocably waives any defense based on the adequacy of any remedy at law which might otherwise be asserted by Borrower as a bar to the remedy of specific performance in any action brought by Lender against Borrower to enforce any of the covenants or agreements of Borrower in this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, Lender shall not take any action prohibited by the Forbearance Agreement and no Event of Default shall limit Borrower's (or the Investor's) ability to receive Indemnity Payments, Excess Tax Reimbursement Contribution Proceeds or distributions applied thereto.

(c) Lender shall give Borrower at least ten (10) Business Days' prior written notice of the time and place of any public sale of the Collateral subject to this Agreement or other intended disposition thereof to be made. Such notice shall be conclusively deemed to have been delivered to Borrower at the address set forth on Exhibit A of this Agreement, unless Borrower shall notify Lender in writing of its change of its principal place of business and provide Lender with the address of its new principal place of business.

(d) The proceeds of any sale under this Section 10 shall be applied as follows:

(i) to the repayment of the costs and expenses of retaking, holding and preparing for the sale and the selling of the Collateral (including actual legal expenses and attorneys' fees) and the discharge of all assessments, encumbrances, charges or liens, if any, on the Collateral prior to the lien hereof (except any taxes, assessments, encumbrances, charges or liens subject to which such sale shall have been made);

(ii) to the payment of the whole amount then due and unpaid of the Obligations;

(iii) to the payment of all other amounts then secured hereby; and

(iv) the aggregate surplus, if any, shall be paid to Borrower in a lump sum, without recourse to Lender, or as a court of competent jurisdiction may direct.

(e) Lender shall have the right to enforce one or more remedies under this Agreement, successively or concurrently, and such action shall not operate to estop or prevent Lender from pursuing any further remedy which it may have, and any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Borrower until full payment of any deficiency has been made in cash.

(f) BORROWER ACKNOWLEDGES THAT LENDER MAY BE UNABLE TO EFFECT A PUBLIC SALE OF ALL OR ANY PART OF THE COLLATERAL AND MAY BE COMPELLED TO RESORT TO ONE OR MORE PRIVATE SALES TO A RESTRICTED GROUP OF PURCHASERS WHO WILL BE OBLIGATED TO AGREE, AMONG OTHER THINGS, TO ACQUIRE THE COLLATERAL FOR THEIR OWN ACCOUNT, FOR INVESTMENT AND NOT WITH A VIEW TO THE DISTRIBUTION OR RESALE THEREOF. BORROWER FURTHER ACKNOWLEDGES THAT ANY SUCH PRIVATE SALE MAY BE AT PRICES AND ON TERMS LESS FAVORABLE THAN THOSE OF A PUBLIC SALE, AND AGREES THAT SUCH PRIVATE SALE SHALL BE DEEMED TO HAVE BEEN MADE IN A COMMERCIALY REASONABLE MANNER, AND THAT LENDER HAS NO OBLIGATION TO DELAY SALE OF ANY COLLATERAL TO PERMIT THE ISSUER THEREOF TO REGISTER IT FOR A PUBLIC SALE UNDER THE SECURITIES ACT OF 1933. BORROWER AGREES THAT LENDER SHALL BE PERMITTED TO TAKE SUCH ACTIONS AS LENDER DEEMS REASONABLY NECESSARY IN DISPOSING OF THE COLLATERAL TO AVOID CONDUCTING A PUBLIC DISTRIBUTION OF SECURITIES IN VIOLATION OF THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE, AS NOW ENACTED OR AS THE SAME MAY IN THE FUTURE BE AMENDED, AND ACKNOWLEDGES THAT ANY SUCH ACTIONS SHALL BE COMMERCIALY REASONABLE. IN ADDITION, BORROWER AGREES TO EXECUTE, FROM TIME TO TIME, ANY AMENDMENT TO THIS AGREEMENT OR ANY OTHER DOCUMENT AS LENDER MAY REASONABLY REQUIRE TO EVIDENCE THE ACKNOWLEDGMENTS AND CONSENTS OF BORROWER SET FORTH IN THIS SECTION 10. LENDER MAY DISCLAIM ANY WARRANTIES THAT MIGHT ARISE IN CONNECTION WITH THE SALE, LEASE OR OTHER DISPOSITION OF THE COLLATERAL AND HAS NO OBLIGATION TO PROVIDE ANY WARRANTIES AT SUCH TIME.

Section 11. Restrictions on Conveyance by Borrower. Borrower shall not sell, assign or otherwise transfer by direct assignment, merger, consolidation, conversion transaction or otherwise all or any part of its membership interest in the Sub-CDE and shall not assign by direct assignment, by merger, consolidation, conversion transaction or otherwise all or any portion of its rights or privileges under this Agreement except as provided in this Agreement, Articles 8.06 and 8.07 of the Sub-CDE Agreement or the Option Agreement, without the prior written consent of Lender.

Section 12. Anti-Money Laundering/International Trade Law Compliance. Lender hereby represents, warrants and covenants the following:

(a) No Covered Entity is a Sanctioned Person. No Covered Entity, in its own right or through any third party, (a) has any of its assets in a Sanctioned Country or in possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (b) does business in or with, or derives any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; or (c) engages in any dealings or transactions prohibited by any Anti-Terrorism Law.

(b) No Covered Entity will become a Sanctioned Person. No Covered Entity, either in its own right or through any third party, will (a) have any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (b) do business in or with, or derive any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; (c) engage in any dealings or transactions prohibited by any Anti-Terrorism Law or (d) use any

proceeds of the Loans to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law. The funds used to advance the Leverage Loan (or any other payments from Lender to any of Borrower, or the Investor) will not be derived from any unlawful activity. Lender shall promptly notify the Investor and Borrower in writing upon the occurrence of a Reportable Compliance Event.

(c) There shall be an immediate default occurring under this Agreement if any representation, warranty or covenant contained in this Section 12 is violated at any time. Lender agrees and acknowledges that there is no applicable cure period to such default under this Section 12. Lender hereby agrees to indemnify Borrower and its affiliates, and its respective members, officers, shareholders, directors, agents or employees thereof or their direct and indirect members and owners (each, an “Indemnified Party”), and save them harmless from and against any and all claims, actions, damages, costs, liabilities and expenses, including, without limitation, reasonable attorneys’ fees, incurred by such Indemnified Party in connection with the matters referred to in this Section 12. Without limiting the generality of the foregoing, in case an Indemnified Party shall be made a party to any litigation with respect the matters referred to in this Section 12, then Lender shall protect and hold each Indemnified Party harmless and shall pay all reasonable costs, expenses and attorneys’ fees incurred or paid by such Indemnified Party in connection with such litigation. To the extent that the undertaking to indemnify set forth in the preceding sentence may be unenforceable because it violates any law or public policy, Lender shall satisfy such undertaking to the maximum extent permitted by applicable law. Any liability, obligation, loss, damage, penalty, cost or expense covered by this indemnity shall be paid to such Indemnified Party within ten (10) calendar days following written notice, and failing prompt payment, together with interest thereon at a rate per annum equal to the lesser of: (i) the Interest Rate plus three percent (3%); or (ii) the maximum interest rate permitted by law, until such amounts have been paid. This indemnity is not intended to excuse Borrower from performing hereunder. The obligations of Lender under this Section 12 shall survive the termination of this Agreement, the making and repayment of the Leverage Loan and the assignment of any rights hereunder.

Section 13. Waiver and Estoppel. Borrower represents and acknowledges that it knowingly waives each and every one of the following rights, and agrees that it will be estopped from asserting any argument to the contrary: (a) any promptness in making any claim or demand hereunder; (b) any defense that may arise by reason of the incapacity, lack of authority, death or disability of Borrower or the failure to file or enforce a claim against Borrower’s estate (in administration, bankruptcy or any other proceeding); (c) any defense based upon an election of remedies by Lender which destroys or otherwise impairs any or all of the Collateral; (d) the right of Borrower to proceed against Lender or any other person, for reimbursement; and (e) all duty or obligation of Lender to perfect, protect, retain or enforce any security for the payment of amounts payable by Borrower hereunder.

Section 14. Preservation of Rights. No delay or failure on the part of Lender in the exercise of any right or remedy against Borrower or any other party against whom Lender may have any rights, shall operate as a waiver of any agreement or obligation contained herein, and no single or partial exercise by Lender of any rights or remedies hereunder shall preclude other or further exercise thereof or other exercise of any other right or remedy whether contained in this Agreement or in any of the other documents regarding the Obligations, including without limitation the Sub-CDE Agreement. No waiver of the rights of Lender hereunder or in connection herewith and no release of Borrower shall be effective unless in writing executed by Lender. No actions of Lender permitted under this Agreement shall in any way impair or affect the enforceability of any agreement or obligation contained herein.

Section 15. Independent Obligations. The obligations of Borrower are independent of the obligations of any other party which may be initially or otherwise responsible for performance or payment of the Obligations, and a separate action or actions for payment, damages or performance may be brought and prosecuted by Lender against Borrower, individually, for the full amount of the Obligations then due and payable, whether or not an action is brought against any other party, whether or not Lender is involved in any proceedings and whether or not Lender or Borrower or other person is joined in any action or proceedings.

Section 16. No Offset Rights of Borrower. No lawful act of commission or omission of any kind or at any time upon the part of Borrower shall in any way affect or impair the rights of Lender to enforce any right, power or benefit under this Agreement, and no set-off, recoupment, counterclaim, claim, reduction or diminution of any obligation or any defense of any kind or nature which Borrower has or may have against Lender or against any other party shall be available against Lender in any suit or action brought by Lender to enforce any right, power or benefit under this Agreement.

Section 17. Power of Attorney; Perfection. Borrower hereby authorizes Lender and appoints Lender as its attorney-in-fact to file, on its behalf any financing statements, continuation statements or other documentation required to perfect or continue the security interest created hereby. This power, being coupled with an interest, shall be irrevocable until all amounts secured hereby have been irrevocably paid, satisfied and discharged in full. Borrower acknowledges and agrees that the exercise by Lender of its rights under this Section 17 will not be deemed a satisfaction of any amounts owed Lender unless Lender so elects.

Section 18. Termination. This Agreement shall terminate, and shall be of no further force or effect, and the Collateral shall be released from any lien hereunder, upon the earlier to occur of the performance in full of the Obligations of Borrower or upon the mutual written consent of Borrower and Lender. Upon termination of this Agreement, Borrower and Lender shall cooperate in the preparation and filing of all required documents to terminate all UCC Financing Statements that have been filed with respect to the security interest under this Agreement.

Section 19. Expenses. Unless and except to the extent otherwise agreed in writing, Lender and Borrower shall each be responsible for their respective out-of-pocket fees payable and other charges incurred in connection with this Agreement, the transaction contemplated by this Agreement, and the documents entered into in connection therewith, including, without limitation, their respective attorneys' fees.

Section 20. Subordination to Certain Payments and/or Distributions. Notwithstanding any other terms or provisions of the Note or the other Leverage Loan Documents to the contrary, and without regard to the solvency or insolvency of Borrower or the existence of any default or Event of Default with respect to the Leverage Loan, Lender shall not be entitled to collect, receive, or make any claim against or with respect to any Indemnity Payment(s) to satisfy any indebtedness or other sums due, or that may become due, under or in connection with the Leverage Loan or the Leverage Loan Documents. 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 Lender hereby expressly waives and releases any and all rights to prohibit, set aside, revoke, or seek the return of any such Indemnity Payments, whether pursuant to the Leverage Loan Documents or any bankruptcy, fraudulent transfer, insolvency, or other federal or state laws providing any such rights.

Section 21. [Reserved].

Section 22. GOVERNING LAW AND JURISDICTION. THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAWS RULES. Lender hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district in the Commonwealth of Pennsylvania; provided that nothing contained in this Agreement will prevent Borrower from bringing any action, enforcing any award or judgment or exercising any rights against Lender individually, against any security or against any property of Lender within any other county, state or other foreign or domestic jurisdiction. Lender and Borrower agree that the venue provided above is the most convenient forum for Lender and Borrower. Lender waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

Section 23. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by any party hereto from, any provision of this Agreement will be effective unless made in a writing signed by the party to be charged, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

Section 24. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail or facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by electronic mail or facsimile transmission shall promptly deliver a manually executed counterpart; provided, however, that any failure to do so shall not affect the validity of the counterpart executed by electronic mail or facsimile transmission.

Section 25. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Section 26. Further Assurances. At the written request of any party hereto, at any time and from time to time, at the requesting party's sole cost and expense, the other parties shall promptly take such action and execute and deliver such financing statements and further instruments and documents as the requesting party may reasonably request in order to more fully perfect, evidence or effectuate the provisions of this Agreement and to enable the requesting party to exercise, enforce and protect its/their rights and remedies hereunder.

Section 27. Illegality. If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement. Notwithstanding the foregoing, the provisions of the Forbearance Agreement referenced herein shall be deemed integral to this Agreement and shall not be severable from the remainder of this Agreement.

Section 28. Interpretation. In this Agreement, unless Lender and Borrower otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those

of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Agreement is executed by more than one party as Lender, the obligations of such persons or entities will be joint and several.

Section 29. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (“Notices”) must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party’s address as set forth in Exhibit A or to such other address as any party may give to the other for such purpose in accordance with this section.

Section 30. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the respective parties and their respective heirs, executors, administrators, successors and assigns; provided, however, that no party may assign this Agreement, in whole or in part, without prior written consent from all other parties to this Agreement.

Section 31. Reasonable Expectations. **EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT LENDER’S ACTIONS TYPICALLY TAKEN BY A LENDER TO PROTECT ITS RIGHTS OR ENFORCE ITS REMEDIES UNDER AND IN ACCORDANCE WITH THE TERMS OF THE LEVERAGE LOAN DOCUMENTS ARE CONSISTENT WITH SUCH PARTY’S REASONABLE EXPECTATIONS.**

Section 32. Non-Recourse Obligation. Notwithstanding any other terms or provisions of the Leverage Loan Documents to the contrary and except as specifically set forth in Section 2(d) of the Forbearance Agreement, Borrower, its members, officers, employees, shareholders, and its or their successors or assigns shall have no personal liability under the Note, but Lender shall instead look solely to the Collateral for satisfaction of its debt if Borrower fails to pay when due for whatever reason.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

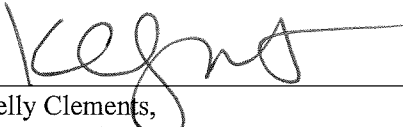
WAIVER OF JURY TRIAL. EACH OF BORROWER AND LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. BORROWER AND LENDER ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

IN WITNESS WHEREOF, the parties hereto have executed this Loan and Security Agreement (Leverage Loan) as of the date first above written.

BORROWER:

ETLC INVESTMENT FUND, LLC,
a Delaware limited liability company

By: PNC New Markets Investment Partners, LLC,
a Delaware limited liability company,
its manager and sole member

By: 
Kelly Clements,
Vice President

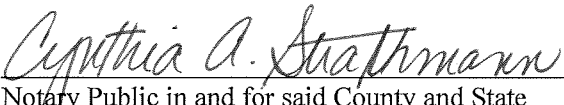
STATE OF OHIO)
)SS
COUNTY OF HAMILTON)

On this 27th day of June, 2018, before me, the undersigned, a Notary Public in and for the State of Ohio, personally appeared Kelly Clements, known to me to be the Vice President of PNC New Markets Investment Partners, LLC, a Delaware limited liability company, the manager and sole member of ETLC Investment Fund, LLC, a Delaware limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said limited liability company.

WITNESS my hand and official seal.



CYNTHIA A STRATHMANN
Notary Public, State of Ohio
My Commission Expires
May 31, 2021


Notary Public in and for said County and State

[Signature pages continue on next page.]

WAIVER OF JURY TRIAL. EACH OF BORROWER AND LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. BORROWER AND LENDER ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

IN WITNESS WHEREOF, the parties hereto have executed this Loan and Security Agreement (Leverage Loan) as of the date first above written.

LENDER:

JOINT ECONOMIC DEVELOPMENT ORGANIZATION OF TOPEKA & SHAWNEE COUNTY,

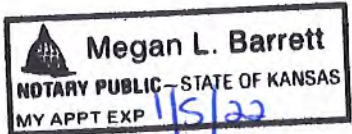
established by an interlocal agreement between Shawnee County and the City of Topeka

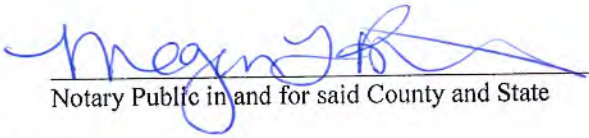
By:  _____
Kevin Cook,
Chair

STATE OF KANSAS)
)SS
COUNTY OF SHAWNEE)

On this 25th day of June, 2018, before me, the undersigned, a Notary Public in and for the State of Kansas, personally appeared Kevin Cook, known to me to be the Chair of the Joint Economic Development Organization of Topeka & Shawnee County, established by an interlocal agreement between Shawnee County and the City of Topeka, and acknowledged to me that such individual executed the within instrument on behalf of said entity.

WITNESS my hand and official seal.



 _____
Notary Public in and for said County and State

[SEAL]

[End of signature pages.]

**EXHIBIT A
NOTICES**

If to Lender: Joint Economic Development Organization of
Topeka & Shawnee County
c/o Shawnee County Counselor
200 SE 7th Street, Room 100
Topeka, KS 66603
Attention: James Crowl
Email: james.crowl@sncu.us

With a copy to: City of Topeka Deputy Attorney
215 SE 7th Street
Topeka, KS 66603
Attention: Mary Feighny
Email: Mfeighny@topeka.org

If to Borrower: ETLIC Investment Fund, LLC
c/o PNC New Markets Investment Partners, LLC
c/o PNC Financial Services Group
The Tower at PNC Plaza
300 Fifth Avenue, 14th Floor
Mailstop: PT-PTWR-14-4
Pittsburgh, PA 15222
Attention: NMTC Asset Management
Facsimile: (412) 762-5022
E-mail: nmtcreporting@pnc.com

With a copy to: Lathrop Gage LLP
The Pierre Laclède Center
7701 Forsyth Blvd., Suite 500
Clayton, MO 63105
Attention: Jared M. Minkoff, Esq.
Facsimile: (314) 613-2801
E-mail: JMinkoff@lathropgage.com

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]