

**RESOLUTIONS OF THE BOARD OF DIRECTORS
OF LAS VEGAS-CLARK COUNTY
LIBRARY DISTRICT FOUNDATION, INC.**

The following resolutions of the Board of Directors of the Las Vegas-Clark County Library District Foundation, Inc., a Nevada nonprofit corporation (the “Foundation”), are hereby adopted as of [_____], 2024.

WHEREAS, the Las Vegas-Clark County Library District, a political subdivision of the state of Nevada (the “District”), is the owner of that certain real property and existing improvements located at 1861 N. Martin Luther King Blvd, Las Vegas, Nevada 89106, the legal description of which is set forth in Exhibit A hereto (the “Land”); and

WHEREAS, the District desires to construct and equip improvements (the “Improvements”) on the Land for use as a public library and community service center (the “Project”); and

WHEREAS, the District has determined that the Project may be financed in part through financing obtained under the New Markets Tax Credit Program (“NMTC Program”); and

WHEREAS, to facilitate the participation of the District in the NMTC Program, the District desires to create a new affiliated nonprofit entity named West Las Vegas QALICB, Inc., a Nevada nonprofit corporation (“QALICB”), which will be controlled by the District, and lease, as lessor, its interests in the Land and the Improvements to the QALICB, as lessee, pursuant to a ground lease along with addenda attached thereto (collectively, the “Ground Lease”); and

WHEREAS, pursuant to the Ground Lease, the District will construct the Improvements on the Land and will sell the Improvements to the QALICB upon completion; and

WHEREAS, in order to facilitate participation by District and QALICB in the NMTC Program, the District, as lessee, will enter into a premises lease with QALICB, as lessor, whereby the District will lease the Land and the Improvements from QALICB, so that the District may operate the Land and Improvements as a community library facility and community service center, in furtherance of the purposes for which the District is organized; and

WHEREAS, in order to facilitate the financing under the NMTC Program, the District desires to grant \$23,268,000 to the Foundation pursuant to a grant agreement (the “Grant”);

WHEREAS, in order to facilitate the financing under the NMTC Program, the Foundation desires to loan the approximate principal amount of \$23,268,000 (the “Leverage Loan”) to Chase NMTC WLV Library Investment Fund, LLC, a Delaware limited liability company and a single-purpose investment fund (the “Fund”); and

WHEREAS, the Fund will use the proceeds of the Leverage Loan, together with other funds to be invested in the Fund by Chase Community Equity, LLC, a Delaware limited liability company (“Tax Credit Investor”), in the approximate amount of \$10,452,000, to fund (i) a \$12,000,000 Qualified Equity Investment (“QEI”) in the aggregate in Clearinghouse NMTC (Sub 72), LLC, a California limited liability company (“CH CDE”); (ii) a \$3,000,000 QEI in the aggregate in CNMC Sub-CDE 226, LLC, a Delaware limited liability company

(“CNMC CDE”); (iii) an \$8,000,000 QEI in the aggregate in Prestamos Sub-CDE 28, LLC, a Delaware limited liability company (“Prestamos CDE”); and (iv) a \$10,500,000 QEI in the aggregate in LCD New Markets Fund XLII, LLC, a Delaware limited liability company (“LCD CDE” together with CH CDE, CNMC CDE, and Prestamos CDE, the “CDEs” and each a “CDE”), in exchange for Tax Credit Investor’s receipt of \$13,065,000 in New Markets Tax Credits in accordance with the NMTC Program; and

WHEREAS, the CDEs will make loans to QALICB in the aggregate amount of approximately (i) \$11,520,000 from CH CDE; (ii) \$3,000,000 from CNMC CDE; (iii) \$7,840,000 from Prestamos CDE; and (iv) \$10,080,000 from LCD CDE each for the purpose for of financing the construction of the Project, establishing reserves and paying fees, other up-front costs and the closing costs of the Project (collectively, the “QLICI Loans”) in accordance with those certain loan and security documents to be entered into by and between each CDE with the QALICB; and

WHEREAS, the CDE requires that the Foundation make certain guaranties with respect to the QLICI Loan by QALICB, (i) contained in that certain Environmental Indemnity, by the Foundation and QALICB in favor of the CDEs (the “Environmental Indemnity”), and (ii) contained in that certain Payment and Completion Guaranty, by the Foundation and QALICB in favor of the CDEs (the “Completion Guaranty”, together with the Environmental Indemnity, the “Guaranties”) and the Foundation has determined that it is in the best interest of the Foundation to enter into the Guaranties; and

WHEREAS, the proceeds of payments made by QALICB to the CDE under the QLICI Loans will be distributed to the Fund as its source of funds for payments of principal and accrued interest to be made to the Foundation under the Leverage Loan (the transaction relating to the Leverage Loan, the Grant, and related matters, including the Guaranties, as described in the foregoing recitals, being hereinafter referred to as the “Transaction”); and

WHEREAS, in connection with the Leverage Loan, the Foundation desires to enter into various loan and security documents (collectively with all other documents to be signed by the Foundation in connection with the Leverage Loan being referred to here as the “Leverage Loan Documents”), which include but are not limited to a Fund Loan Agreement by and between the Foundation and the Fund, and Fund Pledge Agreement by the Fund in favor of the Foundation; and

WHEREAS, the Board of Directors has determined that the Foundation will substantially benefit from the acquisition by Tax Credit Investor of its interests in the Fund and an indirect interest in the CDEs as an investor, and desire to comply with the requirements of Tax Credit Investor, as a condition to its agreement to facilitate the transactions as an investor in the Fund and the CDEs, to execute, in favor of JPMorgan Chase Bank, N.A., a national banking association (“Chase”), which is the sole member of the Tax Credit Investor, that certain Indemnification Agreement (QALICB) (“Indemnity Agreement”) in which the Foundation, together with QALICB, agrees to pay to the Chase the amount of any recapture, disallowance or loss by the Chase of any of the New Markets Tax Credits as set forth in the Indemnity Agreement; and

WHEREAS, as used herein, the Leverage Loan Documents, the Guaranties, the Indemnity Agreement, the documents related to the Grant, and any other documents required to

be executed and delivered by the Foundation in connection with the Transaction, are collectively referred to herein as the “Transaction Documents”; and

WHEREAS, the Board of Directors have determined that the Transaction is in furtherance of the charitable purposes of the Foundation.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby consents to the participation by the Foundation in the Transaction as described in the foregoing recitals, specifically (a) making of the Leverage Loan by the Foundation, as lender, to the Fund, as borrower, under the terms of the Leverage Loan Documents to be executed by the Authorized Representative (as hereinafter defined) of the Foundation, and (b) execution and delivery of the Transaction Documents; and

RESOLVED FURTHER, that the Board of Directors hereby consents to the indemnification of the Tax Credit Investor in connection with any recapture, disallowance or loss of any of the New Markets Tax Credits pursuant to the Indemnity Agreement; and

RESOLVED FURTHER, that the Chair of the Foundation or any other officer of the Foundation (“Authorized Representative”), is authorized and directed to execute and deliver the Transaction Documents on behalf of the Foundation in form and substance approved by the Authorized Representative, and with such changes thereto as the Authorized Representative may approve, the execution and delivery by the Authorized Representative being conclusive evidence of the approval of any such changes; and

RESOLVED FURTHER, that the Authorized Representative is authorized on behalf of the Foundation, to execute, deliver and perform such further agreements, certificates, filings, financing statements, instruments and other documents as may be necessary or appropriate to consummate the Transaction contemplated or required by the Transaction Documents; and

RESOLVED FURTHER, that any action previously taken by the Authorized Representative or other officer or representative of the Foundation, in the name of or on behalf of the Foundation and in furtherance of the Transaction, is hereby ratified, confirmed and approved in all respects as the action of or action on behalf of the Foundation.

The original executed copy of this document shall be filed in the minute book of the Foundation and become a part of the records of the Foundation.

[Remainder of this page intentionally left blank]

I am the duly appointed, qualified and acting Secretary for the Las Vegas-Clark County Library District Foundation, Inc., a Nevada nonprofit corporation, and do hereby represent, warrant and certify that the above resolutions were duly approved and adopted by the Board of Directors on the date first written above.

Nicole Rogers, Secretary

EXHIBIT A TO RESOLUTIONS OF THE BOARD OF DIRECTORS

LEGAL DESCRIPTION OF THE LAND

The Land referred to herein below is situated in the County of Clark, State of Nevada, and is described as follows:

BEING THAT PORTION OF LOT 6 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK (A COMMERCIAL SUBDIVISION) ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54, LOCATED WITHIN THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND MOUNT MARIAH DRIVE AS SHOWN ON SAID AMENDED MAP FOR ENTERPRISE PARK; THENCE SOUTH 00°07'01" WEST ALONG THE CENTERLINE OF SAID MARTIN L. KING BOULEVARD, 303.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 1-A, AS SHOWN PER THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, IN FILE 226 OF SURVEYS AT PAGE 54;

THENCE NORTH 89°52'59" WEST ALONG SAID EASTERLY PROLONGATION, 58.33 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MARTIN L. KING BOULEVARD, ALSO BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID EASTERLY PROLONGATION AND ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 00°07'01" WEST, 335.78 FEET; 2) SOUTH 07°36'34" WEST, 0.24 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A", SAME BEING A POINT ON THE NORTH LINE OF LOT 6-1 AS SHOWN PER THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, IN FILE 96 OF SURVEYS AT PAGE 4; THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 89°52'59" WEST ALONG SAID NORTH LINE, 577.94 FEET TO A POINT ON THE EAST LINE OF LOT 6-4 AS SHOWN PER THAT RECORD OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, IN FILE 112 OF SURVEYS AT PAGE 45;

THENCE DEPARTING SAID NORTH LINE AND ALONG THE EAST AND NORTH LINES OF SAID LOT 6-4 THE FOLLOWING TWO (2) COURSES: 1) NORTH 00°07'01" EAST, 191.78 FEET; 2) NORTH 89°40'46" WEST, 48.87 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 00°07'01" EAST, 177.06 FEET TO A POINT ON THE SOUTH LINE OF LOT 6-5 AS SHOWN PER THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, IN FILE 184 OF SURVEYS AT PAGE 30;

THENCE ALONG THE SOUTH AND EAST LINES OF SAID LOT 6-5 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 89°52'59" EAST, 91.16 FEET; 2) NORTH 00°07'01" EAST, 240.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MOUNT MARIAH DRIVE (60 FEET WIDE); THENCE DEPARTING SAID EAST LINE, SOUTH 89°52'59" EAST ALONG SAID RIGHT OF WAY LINE, 89.00 FEET TO THE WEST LINE OF LOT 1-B

AS SHOWN PER THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, IN FILE 226 OF SURVEYS AT PAGE 54;
THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 00°07'01" WEST ALONG SAID WEST LINE, 273.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1-B:

THENCE DEPARTING SAID CORNER, SOUTH 89°52'59" EAST ALONG THE SOUTH LINES OF LOT 1-B AND LOT 1-A OF SAID RECORD-OF-SURVEY, 446.68 FEET TO THE POINT OF BEGINNING.

RESERVING THEREFROM A 20.00 FOOT WIDE PUBLIC DRAINAGE EASEMENT, TO BE PRIVATELY MAINTAINED, DESCRIBED AS FOLLOWS:

BEGINNING AT AFORESAID POINT "A"; THENCE ALONG THE SOUTH AND WEST LINES OF THE ABOVE DESCRIBED LOT 6-6 THE FOLLOWING FOUR (4) COURSES: 1) NORTH 89°52'59" WEST, 577.94 FEET; 2) NORTH 00°07'01" EAST, 191.78 FEET; 3) NORTH 89°40'46" WEST, 48.87 FEET; 4) NORTH 00°07'01" EAST, 35.00 FEET;
THENCE DEPARTING SAID WEST LINE SOUTH 89°40'46" EAST, 20.00 FEET;
THENCE SOUTH 00°07'01" WEST, 15.00 FEET;
THENCE SOUTH 89°40'46" EAST, 48.87 FEET;
THENCE SOUTH 00°07'01" WEST, 191.71 FEET;
THENCE SOUTH 89°52'59" EAST, 557.98 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF MARTIN L. KING BOULEVARD;
THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 00°07'01" WEST, 19.76 FEET; 2) SOUTH 07°36'34" WEST, 0.24 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 31, 2022, IN BOOK 20221031, AS INSTRUMENT NO. 01011