

REDEMPTION AND ASSIGNMENT AGREEMENT

THIS REDEMPTION AND ASSIGNMENT AGREEMENT (“Assignment”), dated [November 9], 2018 is made by **NORTHERN CALIFORNIA COMMUNITY LOAN FUND NMTC SUB-CDE III, LLC**, a California Delaware limited liability company, having an address of 878 Market Street, Suite 677, San Francisco, CA 94102 (“**Assignor**”) to and for the benefit of **CHASE NMTC SJEIC INVESTMENT FUND, LLC**, a Delaware limited liability having an address 200 East Santa Clara Street, 10th Floor, San Jose, California 95113 (“**Assignee**”).

RECITALS

A. On or about November 8, 2011 the Assignor made loans to EIC QALICB, Inc., a California nonprofit public benefit corporation, (the “**QALICB**”) for the purpose of financing for the purpose of rehabilitating a premier development center for emerging clean technology companies and a construction materials reuse/resale store operated by Habitat for Humanity located at 1608 Las Plumas Avenue, San Jose, California secured by, among other things, (i) that certain Promissory Note (Loan C Note) in the original principal amount of \$5,398,043.00 made by the QALICB in favor of Assignor (“**QLICI Note C**”), (ii) that certain Promissory Note (Loan D Note) in the original principal amount of \$1,731,112.00 made by the QALICB in favor of Assignor (“**QLICI Note D**” together with QLICI Note C, referred to as “**QLICI Notes**”) and (ii) that certain Loan Agreement between QALICB and Assignor, NDC New Markets Investments LXV, a Delaware limited liability company, and Brownfield Revitalization XV, LLC, a Delaware limited liability company (the “**QLICI Loan Agreement**”) and other documents and instruments executed in connection therewith (as the same shall be amended, restated, replaced, supplemented, or otherwise modified from time to time, collectively, the “**QLICI Loan Documents**”).

B. Assignee owns a 99.99%-member interest (the “**Interest**”) in the Assignor and serves as the investor member of the Assignor pursuant to that certain Second Amended and Restated Operating Agreement of Assignor dated November 8, 2011 (the “**CDE Operating Agreement**”).

C. For good and valuable consideration, the Assignor now desires to transfer QLICI Notes and the QLICI Loan Documents to the Assignee, and to redeem the Interest to Assignee.

D. Assignee desires to assign and transfer the Interest to the Assignor and withdraw as investor member of Assignor.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Assignment, and other good, valuable and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, SET OVER, CONVEY AND DELIVER to Assignee, all rights, title and interest of Assignor now owned in and to the QLICI

Council Agenda: 10-30-2018

Item No.: 7.2(b)

DRAFT—Contact the Office of the City Clerk at (408)535-1260 or CityClerk@sanjoseca.gov for final document.

Notes and the QLICI Loan Documents, together with all accounts, general intangibles, and other property arising therefrom or relating thereto, all collateral, security granted to Assignor pursuant to the QLICI Loan Documents, all amounts payable under the QLICI Loan Documents, all remedies and rights available thereunder, and all products and proceeds of and all substitutions and replacements for any of the foregoing, and all of Assignor's books, records (whether in paper or electronic form), instruments, and documents of title whether now or hereafter in existence) pertaining to any of the foregoing, all of which is transferred and assigned "As Is, Where Is". This Assignment is without recourse or warranty against the Assignor.

The Assignor hereby purchases and redeems the Interest in exchange for the assignment of QLICI Notes and the QLICI Loan Documents, and upon execution of this Agreement, Assignee assigns and transfers all its right, title and interest in and to the Interest to the Assignor and withdraws as investor member of Assignor.

The Assignor, Assignee and Northern California Community Loan Fund, the Managing Member of the Assignor, hereby (a) waive all conditions, restrictions, provisions, procedures and notice requirements of the CDE Operating Agreement relating to the redemption of the Interest, the withdrawal of the Assignee as investor member and/or the assignment of the Interest to the Assignor as set forth in the paragraph above, and (b) consent to the (i) redemption of the Interest, and (ii) the withdrawal of Assignee as an investor member of Assignor.

This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns but is not intended to confer upon any person other than the parties hereto and their successors and assigns any right or remedies under or by reason of this instrument. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the parties have caused this Redemption and Assignment to be duly executed as of the date first written above.

ASSIGNOR:

**NORTHERN CALIFORNIA COMMUNITY
LOAN FUND NMTC SUB-CDE III, LLC**

By: Northern California Community Loan Fund, a
California nonprofit public benefit corporation,
its Managing Member

By: _____

Ross Culverwell

Its: Chief Lending Officer

ACKNOWLEDGEMENT AND ACCEPTANCE

The undersigned, by their signatures hereto specifically acknowledge and approve this Assignment.

MANAGING MEMBER

NORTHERN CALIFORNIA COMMUNITY LOAN FUND,
a California nonprofit public benefit corporation

By: _____

Ross Culverwell

Chief Lending Officer

[Signatures Continue on following page]

IN WITNESS WHEREOF, the parties have caused this Redemption and Assignment to be duly executed as of the date first written above.

ASSIGNEE:

CHASE NMTC SJEIC INVESTMENT FUND, LLC,
a Delaware limited liability company

By: City of San Jose, a California municipal
corporation

By: _____
David Sykes, City Manager

ACKNOWLEDGEMENT AND ACCEPTANCE

The undersigned, by their signatures hereto specifically acknowledge and approve this Assignment.

QALICB:

EIC QALICB, INC.
a California nonprofit public benefit corporation

By: _____
James Mather, President/Chairperson