

FUND INTEREST PURCHASE AGREEMENT

This Fund Interest Purchase Agreement (this “Agreement”), dated as of November 9, 2018, is made and entered into by and among (i) CITY OF SAN JOSE, a California municipal corporation (“Purchaser”) (ii) CHASE NMTC SJEIC INVESTMENT FUND, LLC, a Delaware limited liability company (the “Investment Fund”), (iii) CHASE COMMUNITY EQUITY, LLC, a Delaware limited liability company (“Investor”), and (iv) COMMUNITY DEVELOPMENT PROPERTIES NEW MARKETS MM, INC., a Delaware corporation (“Managing Member”).

Recitals

WHEREAS, the Investment Fund is governed by that certain Second Amended and Restated Operating Agreement dated as of November 8, 2011 (the “Fund Agreement”) entered into by and between Investor, as the investor member, and Managing Member, as the managing member;

WHEREAS, Investor holds a 99.99% membership interest in the Investment Fund and has certain rights to receive distributions and allocations and has certain obligations pursuant to the terms of the Fund Agreement (collectively, “Investor’s Interest”); and

WHEREAS, Managing Member holds a 0.01% membership interest in the Investment Fund and has certain rights to receive distributions and allocations and has certain obligations pursuant to the terms of the Fund Agreement (collectively, “Managing Member’s Interest”); and

WHEREAS, Managing Member, the Investment Fund, Investor and Purchaser agree and consent to Purchaser purchasing Investor’s Interest and Managing Member’s Interest on the terms and subject to the conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. PURCHASE AND SALE; CLOSING

1.1 Purchase.

(a) Investor hereby agrees to transfer to Purchaser, and Purchaser hereby agrees to purchase from Investor, Investor’s Interest at the Closing (as hereinafter defined) on the terms and subject to the conditions set forth in this Agreement.

(b) Managing Member hereby agrees to transfer to Purchaser, and Purchaser hereby agrees to purchase from Managing Member, Managing Member’s Interest at the Closing (as hereinafter defined) on the terms and subject to the conditions set forth in this Agreement.

1.2 Purchase Price.

(a) The purchase price for Investor's Interest (the "Investor Interest Purchase Price") is \$1,000.

(b) The purchase price for Managing Member's Interest (the "Managing Member Interest Purchase Price") is \$10.

1.3 Payment of Purchase Price.

(a) On the Closing Date (defined below), Purchaser shall deliver to Investor the Investor Interest Purchase Price by wire transfer of immediately available funds for the benefit of Investor.

(b) On the Closing Date (defined below), Purchaser shall deliver to Managing Member the Managing Member Interest Purchase Price by wire transfer of immediately available funds for the benefit of Managing Member.

1.4 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on November 9, 2018 (the "Closing Date"). The parties hereto shall not be required to attend the Closing in person.

1.5 Waiver of Procedural Requirements. Purchaser acknowledges receipt of the "Election Notice" from Investor pursuant to that certain Put/Call Option Agreement dated November 8, 2011 between Purchaser and Investor (the "Put/Call Agreement"). Purchaser, Investor, Managing Member and the Investment Fund each hereby waives any and all other procedural requirements in connection with the transfer of the Investor's Interest and Managing Member's Interest that may be set forth in the Put/Call Agreement and/or Fund Agreement.

1.6 Investor's Deliveries. Investor shall deliver to Purchaser an assignment of Investor's Interest substantially in the form of Exhibit A-1 attached hereto (the "Investor Interest Assignment"), duly executed by or on behalf of Investor, and any other documentation reasonably required to facilitate Purchaser's assumption of Investor's Interest.

1.7 Managing Member's Deliveries. Managing Member shall deliver to Purchaser an assignment of Managing Member's Interest substantially in the form of Exhibit A-2 attached hereto (the "Managing Member Interest Assignment"), duly executed by or on behalf of Managing Member, and any other documentation reasonably required to facilitate Purchaser's assumption of Managing Member's Interest.

1.8 Purchaser's Deliveries.

(a) At the Closing, Purchaser shall deliver to Investor:

(i) the Investor Interest Purchase Price for Investor's Interest by wire transfer of immediately available funds; and

- (ii) the Investor Interest Assignment, duly executed by or on behalf of Purchaser.
- (b) At the Closing, Purchaser shall deliver to Managing Member:
 - (i) the Managing Member Interest Purchase Price for Managing Member's Interest by wire transfer of immediately available funds; and
 - (ii) the Managing Member Interest Assignment, duly executed by or on behalf of Purchaser.

1.9 Transfer Taxes and Closing Costs. All (i) sales, value added, use, state or local transfer and gains taxes, registration, stamp and similar taxes, if any, imposed in connection with the transactions contemplated by this Agreement, shall be borne exclusively by Purchaser, and (ii) closing costs, including attorney's fees, shall be paid as set forth in that certain Exit Transfers Memorandum dated on or about the date hereof by and among Purchaser, Investor, Managing Member and certain other parties (the "Flow of Funds").

2. REPRESENTATIONS AND WARRANTIES OF INVESTOR

Investor hereby represents and warrants to Managing Member and Purchaser as follows:

2.1 Authority. The execution and delivery by Investor of this Agreement, and the performance by Investor of its obligations hereunder have been duly and validly authorized by all necessary actions on the part of Investor. Investor has the power and authority to transfer the Investor's Interest to Purchaser and all required actions and approvals therefor have been duly taken and obtained. The individual signing this Agreement and all other documents executed pursuant hereto on behalf of Investor is duly authorized to sign the same on behalf of Investor and to bind Investor.

2.2 Ownership. Investor is the sole legal and beneficial owner of, and has good title to, the Investor's Interest free and clear of encumbrances. Investor has not sold, transferred, or encumbered all or any portion of the Investor's Interest, and has the full and sufficient right at law and in equity to assign and transfer the Investor's Interest to the Purchaser in accordance with the provisions of this Agreement, free and clear of any and all liens, encumbrances, right, title, interest or claim therein of any other person. Investor has not caused or permitted Investment Fund to sell, transfer, or encumber all or any portion of the Investment Fund's assets except for a pledge to Purchaser of the Investment Fund's CDE Member Interests in the Sub-CDEs (each as defined in the Fund Agreement) to secure Investment Fund's obligations under the Leverage Loan (as defined in the Fund Agreement). At Closing, upon consummation of the transactions contemplated hereby, Purchaser will acquire the entire legal and beneficial interest in Investor's Interest, free and clear of any and all encumbrances. To the best of Investor's knowledge, the Company (i) has not engaged in any operations, activities, or business except for those operations, activities, or businesses in furtherance of its stated purposes set forth in Section 3.01 of the Fund Agreement, and (ii) has remained at all times a Single Purpose Entity (as

defined in the Fund Agreement).

2.3 No Breach. To Investor's knowledge, the execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Investor or any instrument to which Investor is a party or by which Investor or any of its property is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation. Investor Member has not been given any notice and has no knowledge of any default or event of default by Managing Member in performing its obligations under the provisions of Fund Agreement.

3. REPRESENTATIONS AND WARRANTIES OF MANAGING MEMBER.

Managing Member hereby represents and warrants to Purchaser and Investor as follows:

3.1 Authority. The execution and delivery by Managing Member of this Agreement, and the performance by Managing Member of its obligations hereunder have been duly and validly authorized by all necessary actions on the part of Managing Member. Managing Member has the power and authority to transfer the Managing Member's Interest to Purchaser and all required actions and approvals therefor have been duly taken and obtained. The individual signing this Agreement and all other documents executed pursuant hereto on behalf of Managing Member is duly authorized to sign the same on behalf of Managing Member and to bind Managing Member.

3.2 Ownership. Managing Member is the sole legal and beneficial owner of, and has good title to, the Managing Member's Interest free and clear of encumbrances. Managing Member has not sold, transferred, or encumbered all or any portion of the Managing Member's Interest, and Managing Member has the full and sufficient right at law and in equity to assign and transfer the Managing Member's Interest to the Purchaser in accordance with the provisions of this Agreement, free and clear of any and all liens, encumbrances, right, title, interest or claim therein of any other person. At Closing, upon consummation of the transactions contemplated hereby, Purchaser will acquire the entire legal and beneficial interest in Managing Member's Interest, free and clear of any and all encumbrances.

3.3 No Breach. The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Managing Member or any instrument to which Managing Member is a party or by which Managing Member or any of its property is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

3.4 Prior Operations. The Company (i) has not engaged in any operations, activities, or business except for those operations, activities, or businesses in furtherance of its stated purposes set forth in Section 3.01 of the Fund Agreement, and (ii) has remained at all times a Single Purpose Entity (as defined in the Fund Agreement), and (iii) is a limited liability company

duly organized, validly existing and in good standing under the laws of the State of Delaware.

Continuation. Managing Member has taken all necessary actions (including filing annual tax return if so required) and paid all required taxes and/ or fees imposed by the State of Delaware due and payable as of the date hereof (including, without limitation, any tax or fees for calendar 2018) in order to maintain and perfect the Company as a limited liability company under the laws of the State of Delaware. Managing Member also taken all necessary actions (including filing annual tax return if so required) and paid all required taxes and/or fees imposed by any other state or jurisdiction in which the Company is registered to do business as may be due and payable as of the date hereof (including, without limitation, any tax or fees for calendar 2018). The Company is registered to do business as a foreign limited liability company in the following state or jurisdiction: NONE.

4. **REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Investor and Managing Member as follows:

4.1 Authority. The execution and delivery by Purchaser of this Agreement, and the performance by Purchaser of its obligations hereunder have been duly and validly authorized by all necessary actions on the part of Purchaser. Purchaser has the power and authority to acquire Investor's Interest and Managing Member's Interest from Investor and Managing Member, as applicable and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed pursuant hereto on behalf of Purchaser are duly authorized to sign same on behalf of Purchaser and to bind Purchaser.

4.2 No Breach. The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Purchaser or any instrument to which Purchaser is a party or by which Purchaser or any of its property is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

4.3 No Registration of Investor's or Managing Member's Interest. Purchaser acknowledges that Investor's Interest and Managing Member's Interest have not been registered under applicable state and federal securities laws, and that it is acquiring Investor's Interest and Managing Member's Interest based solely on its independent confirmation that such registrations are not required, and not on any representation or warranty of Investor or Managing Member (all of which are hereby disclaimed by Investor and Managing Member).

4.4 PURCHASER ACKNOWLEDGES AND AGREES THAT THE PURCHASE AND SALE OF INVESTOR'S INTEREST AND MANAGING MEMBER'S INTEREST PURSUANT HERETO IS ON AN "AS IS", "WHERE IS" BASIS, WITH ALL FAULTS AND, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER, OR

NATURE, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED, OF ANY KIND, TYPE, CHARACTER OR NATURE. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE LIMITED REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, EACH OF INVESTOR AND MANAGING MEMBER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO INVESTOR'S INTEREST AND MANAGING MEMBER'S INTEREST OR FUTURE PERFORMANCE OF THE INVESTMENT FUND.

4.5 Purchaser is knowledgeable about the Investment Fund, and no formal written descriptive offering materials regarding the Investment Fund, Investor's Interest or Managing Member's Interest have been given to or requested by it for purposes hereof. Purchaser is a sophisticated investor with knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the prospective investment; Purchaser has such knowledge and experience in financial and business matters so as to be capable of evaluating and understanding, and has evaluated and understands, the merits and risks of acquiring Investor's Interest and Managing Member's Interest, and it has been given the opportunity to (i) obtain information and examine all documents relating to the Investment Fund and its business, and (ii) ask questions of and receive answers concerning the Investment Fund, its business, and the terms and conditions of its acquisition of Investor's Interest and Managing Member's Interest. All such questions have been answered to its satisfaction, and all information and documents, books and records pertaining to the Investment Fund and its business that it has requested have been made available to it.

4.6 In entering into this Agreement, Purchaser is relying solely on the results of its own independent investigation and the advice of its own advisors and counsel with respect to purchase of Investor's Interest and Managing Member's Interest. Other than the representations, warranties and covenants of Investor and Managing Member contained in this Agreement, it has neither received nor relied on any legal, investment, or tax advice from Investor or Managing Member, or their respective officers, agents, or other representatives relating to Investor's Interest or Managing Member's Interest or to the likelihood of successful operations or anticipated financial results of the Investment Fund. It has had an opportunity to read, understand and negotiate the provisions of this Agreement, and other documents related to Investor's Interest and Managing Member's Interest, the Investment Fund and its businesses, and to consider and consult with its advisors and counsel regarding the operation and consequences of such provisions.

5. COVENANTS AND OTHER AGREEMENTS

5.1 Indemnification.

(a) Except to the extent otherwise specifically provided in this Agreement

(including Section 5.2 and 5.3), Purchaser and the Investment Fund shall indemnify, defend, and hold Investor and Managing Member and their respective trustees, beneficiaries, affiliates, subsidiaries, members, managers, officers, directors, shareholders, partners, employees and agents, and their respective successors, executors, administrators and personal representatives (those related to Investor, being collectively “Investor Indemnitees, and those related to Managing Member, being collectively “Managing Member Indemnitees”) harmless from and against any loss, liability, damage, cost and expense (including without limitation reasonable attorneys' fees, court costs and litigation expenses) sustained or incurred by Investor Indemnitees or Managing Member Indemnitees or any one or more of such other parties, arising from or with respect to the operations, activities, business and affairs of the Investment Fund and occurring after execution of this Agreement.

(b) Purchaser agrees to defend, indemnify and hold Investor Indemnitees and Managing Member Indemnitees harmless from and against any and all loss, liability, damage, cost and expense (including reasonable attorneys’ fees, court costs, and litigation expenses, all through any level of appeal) arising in connection with any claim by any person or entity that any necessary consent was not obtained by Purchaser, and/or that Purchaser’s acquisition of Investor’s Interest from Investor and/or that Purchaser’s acquisition of Managing Member’s Interest from Managing Member caused any damage, loss, cost or expense to any said person or entity.

5.2 Release of Investor Indemnitees. Managing Member, Purchaser and the Investment Fund each hereby unconditionally and irrevocably releases Investor Indemnitees from any and all claims or rights which such party may have against Investor Indemnitees arising under or in any manner related to the Investment Fund, the Fund Agreement, or the operation, activities, business and affairs of the Investment Fund, including but not limited to any obligations to contribute capital, the reimbursement of expenses and any other such obligations of any kind or nature whatsoever. Except as set forth in that certain NMTC Exit Agreement dated on or about the date hereof among Investor, Purchaser and certain other parties, from and after the Closing, Investor hereby releases any claims it may have against the Investment Fund, Managing Member and Purchaser in connection with ownership of the Investment Fund or the transfer of Investor’s Interest.

5.3 Release of Managing Member Indemnitees. Investor, Purchaser and the Investment Fund each hereby unconditionally and irrevocably releases Managing Member Indemnitees from any and all claims or rights which such party may have against Managing Member Indemnitees arising under or in any manner related to the Investment Fund, the Fund Agreement, or the operation, activities, business and affairs of the Investment Fund, including but not limited to any obligations to contribute capital, the reimbursement of expenses and any other such obligations of any kind or nature whatsoever. From and after the Closing, Managing Member hereby releases any claims it may have against the Investment Fund, Investor and/or Purchaser in connection with ownership of the Investment Fund or the transfer of Managing Member's Interest.

6. CLOSING CONDITIONS

6.1 Conditions to Obligations of Investor and Managing Member. The obligations of Investor and Managing Member under this Agreement with respect to the Closing are subject to the satisfaction at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Purchaser contained in Section 4, above, are true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.

(b) Performance. Purchaser has performed and complied in all material respects with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on the Closing.

6.2 Conditions to Obligations of Purchaser. The obligations of Purchaser under this Agreement with respect to the Closing are subject to the satisfaction at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Investor and Managing Member contained in Sections 2 and 3 above are true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.

(b) Performance. Investor and Managing Member each has performed and complied in all material respects with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on the Closing.

6.3 Flow of Funds Condition. The parties agree that the transactions described in this Agreement will be void if funds are not distributed and received in accordance with the Flow of Funds.

7. RESIGNATION OF MANAGING MEMBER. Managing Member hereby resigns as the managing member of the Investment Fund. Purchaser is hereby appointed as the new managing member of the Investment Fund. Managing Member shall have no further obligations whatsoever with respect to the Investment Fund as managing member or otherwise, except as specifically set forth in this Agreement.

8. CONSENTS

8.1 Investor, Managing Member and the Investment Fund each hereby (i) consents to the withdrawal of Investor and Managing Member from the Investment Fund, (ii) consents to the acquisition of Investor's Interest by Purchaser, (iii) consents to the resignation of Managing Member as the managing member of the Investment Fund; and (iv) waives any and all other requirements that may be set forth in the Fund Agreement to the transactions described above, or otherwise, including without limitation the requirements set forth in Sections 6.01, 9.02 and 9.03

of the Fund Agreement.

8.2 Purchaser (in its capacity as Purchaser and as lender to the Investment Fund) hereby consents to the redemption of the Investment Fund's 99.99% membership interest in NDC New Markets LXV, LLC, a Delaware limited liability company ("NDC CDE"), Brownfield Revitalization XV, LLC, a Delaware limited liability company ("BR CDE"), and Northern California Community Loan Fund NMTC Sub-CDE III, LLC, a Delaware limited liability company ("NCCLF CDE"), pursuant to (i) that certain Redemption and Assignment Agreement dated as of the date hereof by and among the Investment Fund, the NDC CDE and HEDC New Markets, Inc., (ii) that certain Redemption and Assignment Agreement dated as of the date hereof by and among the Investment Fund, NCCLF CDE and Northern California Community Loan Fund, and (iii) that certain Redemption and Assignment Agreement dated as of the date hereof by and among the Investment Fund, BR CDE, Brownfield Revitalization, LLC, and Brownfield Revitalization Advisors, LLC.

9. MISCELLANEOUS

9.1 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

9.2 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

9.3 Binding Effect. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

9.4 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

9.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.7 Limitation of Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO PARTY HERETO SHALL ASSERT, AND EACH PARTY HERETO HEREBY WAIVES, ANY CLAIM AGAINST THE OTHER PARTIES, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES

(AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR THE OTHER DOCUMENTS AND TRANSACTIONS CONTEMPLATED HEREBY.

9.8 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.9 Third Party Beneficiaries. Nothing in this Agreement, express or implied, shall be deemed to create in any party other than the parties signatory hereto and successors and assigns permitted hereby, any right, remedy, or claim under or by reason of this Agreement.

9.10 Severability of Provisions. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent and for any reason, be held in any proceeding to be invalid, illegal, or unenforceable, then such provision, or the application thereof to any party or circumstance, shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceability without invalidating the remainder of such invalid, illegal, or unenforceable provision or any other provisions of this Agreement or the application of such provision to parties or circumstances other than those to which it was held to be invalid, illegal, or unenforceable, but only if and to the extent such construction would not materially and adversely frustrate the parties' essential objectives as expressed herein.

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first above written.

MANAGING MEMBER:

**COMMUNITY DEVELOPMENT
PROPERTIES NEW MARKETS MM, INC.,**
a Delaware nonprofit corporation

By: _____
Daniel Marsh III, President

INVESTMENT FUND:

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

By: Community Development Properties New
Markets MM, Inc.,
Its: Managing Member

By: _____
Daniel Marsh III, President

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first above written.

PURCHASER:

CITY OF SAN JOSE, a municipal corporation

By _____
DAVID SYKES
City Manager

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first above written.

INVESTOR:

CHASE COMMUNITY EQUITY, LLC, a
Delaware limited liability company

By: _____
Jonathon M. Konow
Executive Director

EXHIBIT A-1

ASSIGNMENT AND ASSUMPTION AGREEMENT

On this November 9, 2018 (the "Effective Date"), for good and valuable consideration CHASE COMMUNITY EQUITY, LLC, a Delaware limited liability company ("Assignor"), as the holder of an investor member interest (the "Interest") in Chase NMTC SJEIC Investment Fund, LLC, a Delaware limited liability company (the "Investment Fund"), under that certain Second Amended and Restated Operating Agreement of the Investment Fund dated as of November 8, 2011 (the "Investment Fund Agreement"), to which Assignor as investor member and Community Development Properties New Markets MM, Inc., a Delaware nonprofit corporation, as managing member ("Manager") are parties, hereby assigns, transfers and conveys to City of San Jose, a municipal corporation ("Assignee"), without recourse and without representation or warranty of any kind, express or implied by law or in fact except as otherwise set forth in that certain Fund Interest Purchase Agreement dated even date herewith between Assignor, Investment Fund, Manager and Assignee, all of Assignor's rights, title, and interest in and to the Interest, and states its intention that Assignee become a substituted investor member in the Investment Fund in Assignor's place.

As of the Effective Date, Assignee hereby assumes all of the obligations of Assignor as investor member under the Investment Fund Agreement relating to the Interest, Assignee hereby accepts all of the terms and provisions of the Investment Fund Agreement, and Assignee agrees to become a substituted investor member in the Investment Fund in Assignor's place. Without limiting the generality of the foregoing, the Assignor and the Assignee agree that for purposes of the Investment Fund Agreement the Assignee shall be the holder of the Interest on and as of the Effective Date.

This Assignment and Assumption Agreement may be executed by the parties in counterparts, all of which shall be considered one and the same agreement, and shall be binding when one or more counterparts have been signed by each of the parties and delivered to each of Assignor and Assignee. Any signature delivered by a party by facsimile or portable document format (.pdf) transmission shall be deemed to be an original signature hereto.

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first above written.

ASSIGNOR:

CHASE COMMUNITY EQUITY, LLC,
a Delaware limited liability company,

By: _____
Jonathon M. Konow
Executive Director

ASSIGNEE:

CITY OF SAN JOSE, a municipal corporation

By _____
DAVID SYKES
City Manager

EXHIBIT A-2

ASSIGNMENT AND ASSUMPTION AGREEMENT

(Managing Member Interest)

On this November 9, 2018 (the "Effective Date"), for good and valuable consideration Community Development Properties New Markets MM, Inc., a Delaware nonprofit corporation ("Assignor"), as the holder of managing member interest (the "Interest") in Chase NMTC SJEIC Investment Fund, LLC, a Delaware limited liability company (the "Investment Fund"), under that certain Second Amended and Restated Operating Agreement of the Investment Fund dated as of November 8, 2011 (as amended, the "Investment Fund Agreement"), to which Assignor as managing member and Chase Community Equity, LLC, a Delaware limited liability company, as investor member ("Investor"), are parties, hereby assigns, transfers and conveys to City of San Jose, a municipal corporation ("Assignee"), without recourse and without representation or warranty of any kind, express or implied by law or in fact except as otherwise set forth in that certain Fund Interest Purchase Agreement dated even date herewith between Assignor, Investor, Investment Fund and Assignee, all of Assignor's rights, title, and interest in and to the Interest, and states its intention that Assignee become a substituted member in the Investment Fund in Assignor's place.

As of the Effective Date, Assignee hereby assumes all of the obligations of Assignor as managing member under the Investment Fund Agreement relating to the Interest, Assignee hereby accepts all of the terms and provisions of the Investment Fund Agreement, and Assignee agrees to become a substituted member in the Investment Fund in Assignor's place. Without limiting the generality of the foregoing, the Assignor and the Assignee agree that for purposes of the Investment Fund Agreement the Assignee shall be the holder of the Interest as of the Effective Date.

This Assignment and Assumption Agreement may be executed by the parties in counterparts, all of which shall be considered one and the same agreement, and shall be binding when one or more counterparts have been signed by each of the parties and delivered to each of Assignor and Assignee. Any signature delivered by a party by facsimile or portable document format (.pdf) transmission shall be deemed to be an original signature hereto.

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first above written.

ASSIGNOR: **COMMUNITY DEVELOPMENT PROPERTIES NEW MARKETS
MM, INC.,** a Delaware nonprofit corporation

By: _____
Daniel Marsh III, President

ASSIGNEE: **CITY OF SAN JOSE,** a municipal corporation

By _____
DAVID SYKES
City Manager