

MASTER GUARANTEE SUPPORT AGREEMENT

among

CIVIC ENGINE GUARANTEE POOL, LLC

and

THE GUARANTEE SUPPORT PROVIDERS PARTY HERETO

dated as of

, 2026

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LIST OF SCHEDULES AND EXHIBITS

Schedule 1	List of Guarantee Support Providers, Notice Addresses and Commitments
Exhibit A	Program Guide
Exhibit B	Form of Demand Notice
Exhibit C	Form of Joinder Agreement
Exhibit D	Form of Additional Guarantee Support Amendment
Exhibit E	Form of Reduced Guarantee Support Amendment

MASTER GUARANTEE SUPPORT AGREEMENT

This MASTER GUARANTEE SUPPORT AGREEMENT (this “Agreement”), dated as of [REDACTED], 2026 (the “Effective Date”), is made by and among each of the undersigned persons listed as guarantee support providers on Schedule 1 of this Agreement together with each other person that joins as a party hereto as a guarantee support provider (collectively, the “Guarantee Support Providers” and each a “Guarantee Support Provider”), and Civic Engine Guarantee Pool, LLC, a Delaware limited liability company (“CEGP”).

RECITALS

WHEREAS, CEGP is the wholly-owned subsidiary of Civic Engine Fund, a Missouri nonprofit corporation that is in the process of applying to be recognized by the Internal Revenue Service (the “IRS”) as a tax-exempt organization described in Section 501(c)(3) of the Code (as defined below) and a public charity within the meaning of Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code (“Parent”);

WHEREAS, in furtherance of Parent’s tax-exempt purposes, CEGP seeks to enable affordable housing development by removing barriers for accessing financing for affordable housing projects that benefit economically disadvantaged communities and individuals;

WHEREAS, CEGP plans to accomplish the foregoing by providing guarantees for loans and other forms of financing for affordable housing projects to help satisfy the underwriting requirements of the applicable lenders and financiers of such projects and unlock financing for such projects that otherwise would not be available (the “Program”), all in accordance with the program criteria and procedures established and set forth in the Program Guide (as defined below);

WHEREAS, the Program Manager (as defined below) has been retained by Parent to manage and administer the Program;

WHEREAS, in order to support the charitable purposes of the Program and induce CEGP to issue Program Guarantees (as defined below) and in consideration of the substantial direct and indirect benefits derived by each Guarantee Support Provider from the extension of credit under the Program and the underlying transactions and Program Guarantees, the Guarantee Support Providers desire to provide a collective guaranteed commitment to advance funds to CEGP (the “Guarantee Support”) to backstop eligible guarantees made in accordance with the Program Guide; and

WHEREAS, to achieve the charitable purposes of the Program, the Guarantee Support Providers understand that CEGP will take reasonable and calculated risks and support transactions that may not otherwise be realized “but for” the Program’s Guarantee Support and that such risks may result in financial losses.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Guarantee Support Providers and CEGP hereby covenant and agree to the following:

Section 1. Definitions.

All capitalized terms used but not otherwise defined herein shall have the meanings set forth below, unless otherwise clearly indicated.

“Additional Commitment” shall have the meaning ascribed to such term in Section 4.3(a).

“Additional Guarantee Support Amendment” shall mean an amendment to this Agreement substantially in the form attached hereto as **Exhibit D**.

“Additional Guarantee Support Provider” shall have the meaning ascribed to such term in Section 4.3(b).

“Adjusted Default Pro Rata Share” shall mean, with respect to any Guarantee Support Provider, the pro rata share percentage of such Guarantee Support Provider’s undrawn Commitment divided by the Total Undrawn Commitment adjusted by excluding each Defaulting Guarantee Support Provider’s undrawn Commitment(s).

“Agreement” shall have the meaning ascribed to such term in the preamble.

“Annual Report” shall mean a written annual report describing the activities of the Program and use of proceeds of the Guarantee Support for the most recently ended fiscal year, including (a) a description of any Program Guarantees made during such fiscal year and the projects supported by such Program Guarantees, (b) the progress CEGP has made in furthering the Charitable Purpose, (c) the reason for any draws that have been made on the Guarantee Support during that fiscal year and (d) a certification signed by an Authorized Officer that CEGP has complied with the requirements of this Agreement in all material respects.

“Authorized Officer” shall mean any person or entity duly appointed and authorized to execute and enter into agreements binding on CEGP with a title (or another descriptor or certification of actual authority) designating such person or entity as an Authorized Officer.

“Business Day” shall mean any day excluding (a) Saturday, (b) Sunday and (c) any day which is a legal holiday (or which is a day on which domestic banking institutions are authorized or required by applicable law or other governmental authority to close) under the laws of the State of Missouri.

“Charitable Purpose” shall have the meaning ascribed to such term in Section 2.1.

“Code” shall mean the United States Internal Revenue Code of 1986, as amended.

“Commitment” shall mean the commitment of a Guarantee Support Provider to pay the Program Guarantee Liabilities arising from Program Guarantees in accordance with the terms hereof up to an aggregate amount not to exceed the amount set forth opposite such Guarantee Support Provider’s name on Schedule 1, as amended in accordance with the terms hereof, including pursuant to a Joinder Agreement or Additional Guarantee Support Amendment.

“Commitment Reduction” shall have the meaning ascribed to such term in Section 4.3(c).

“Defaulting Guarantee Support Provider” shall have the meaning ascribed to such term in Section 4.4.

“Defaulting Guarantee Support Provider Payment” shall have the meaning ascribed to such term in Section 4.4.

“Demand Notice” shall mean a demand notice from CEGP (or the Program Manager on CEGP’s behalf) to the Guarantee Support Providers substantially in the form attached hereto as **Exhibit B**.

“Effective Date” shall have the meaning ascribed to such term in the preamble.

“Extraordinary Expenses” shall mean all expenses of the Program related to the administration and/or enforcement of Program Guarantees that are incurred to limit the losses and protect the financial viability of the Program.

“Financial Statements” means the balance sheets, income statements, cash flow statements and summary financial data sheets of CEGP.

“Guarantee Support” shall have the meaning ascribed to such term in the preamble.

“Guarantee Support Provider” or “Guarantee Support Providers” shall have the meaning ascribed to such term in the preamble.

“IRS” shall have the meaning ascribed to such term in the preamble.

“Joinder Agreement” shall mean a Joinder Agreement substantially in the form attached hereto as **Exhibit C**.

“Non-Pre-funded Guarantee Support Provider” shall mean a Guarantee Support Provider other than a Pre-funded Guarantee Support Provider.

“Origination Period” shall mean the period from the Effective Date through and including the fifth (5th) anniversary of the Effective Date, as may be extended in accordance with Section 2.4.

“Parent” shall have the meaning ascribed to such term in the preamble.

“Parent Oversight Approval” shall mean the approval or consent of Parent or, if applicable, the committee or other governing body of Parent established by Parent to manage and provide general oversight of CEGP and the Program, in each case, in accordance with Parent’s bylaws and the Charitable Purpose.

“Permitted Investments” means (a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof, (b) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from a nationally

recognized credit rating agency, (c) investments in certificates of deposit, banker's acceptances and time deposits maturing within one (1) year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that has a combined capital and surplus and undivided profits of not less than \$500,000,000, (d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above, (e) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA and Aaa (or equivalent rating) by at least two nationally recognized credit rating agencies and (iii) have portfolio assets of at least \$5,000,000,000, and (f) any other liquid investments readily convertible to known amounts of cash with a maturity of twelve (12) calendar months or less.

"Pre-funded Account" shall have the meaning ascribed to such term in Section 3.3(d).

"Pre-funded Guarantee Support Provider" shall mean a Guarantee Support Provider identified as a "Pre-funded Guarantee Support Provider" on Schedule 1.

"Pro Rata Share" shall mean, with respect to any Guarantee Support Provider, the pro rata share percentage of such Guarantee Support Provider's undrawn Commitment divided by the Total Undrawn Commitment.

"Program" shall have the meaning ascribed to such term in the preamble.

"Program Guarantee Agreement" shall mean an agreement between CEGP and a Qualified Financer substantially in a form approved by Parent and in compliance with the requirements of the Program Guide.

"Program Guarantee Liability" shall mean the amount payable by CEGP to a Qualified Financer under a Program Guarantee Agreement.

"Program Guarantees" shall mean guarantees and indemnities issued by CEGP to a Qualified Financer pursuant to a Program Guarantee Agreement and in compliance with the Program Guide.

"Program Guide" shall mean the policies, practices and requirements of CEGP relating to the origination and administration of Program Guarantee Agreements set forth on Exhibit A attached hereto, as amended in compliance with this Agreement.

"Program Manager" shall mean Danny Roberson or any replacement retained by CEGP and/or Parent to manage and administer the Program in compliance with this Agreement.

"Qualified Financer" shall mean a lender or investor that satisfies the conditions specified in the Program Guide.

"Reduced Guarantee Support Amendment" shall mean an amendment to this Agreement substantially in the form attached hereto as Exhibit E.

“Required Guarantee Support Providers” shall mean, at any time, Guarantee Support Provider(s) having an aggregate undrawn Commitment representing more than 50% of the Total Undrawn Commitment; provided that, if at any time there is more than one Guarantee Support Provider, Required Guarantee Support Providers must include at least two Guarantee Support Providers. The Commitment of any Defaulting Guarantee Support Provider shall be disregarded in determining Required Guarantee Support Providers at any time.

“Termination Date” shall mean the earlier of (a) the fifteenth (15th) anniversary of the Effective Date and (b) the date after the Origination Period on which there are no outstanding Program Guarantees, and the Program Guarantee Liabilities have been indefeasibly paid in full.

“Total Commitment” shall mean the aggregate amount of all Commitments.

“Total Undrawn Commitment” shall mean the undrawn portion of the Total Commitment.

“Total Undrawn Guarantee Support Commitment” shall mean 97.5% of the Total Undrawn Commitment, excluding the undrawn portion of any Defaulting Guarantee Support Provider’s Commitment(s).

Section 2. Purpose; Use of Proceeds.

Section 2.1 Purpose. The charitable purpose of the Guarantee Support is to support the Program by enabling CEGP to extend Program Guarantees to Qualified Financiers in furtherance of Parent’s charitable purposes, as described in Sections 501(c)(3) and 170(c)(2)(B) of the Code and the regulations thereunder, of relieving the poor and distressed, combating community deterioration, and/or revitalizing distressed communities (the “Charitable Purpose”).

Section 2.2 Use of Proceeds. The proceeds of any Guarantee Support disbursements shall be used solely to pay (a) Program Guarantee Liabilities and (b) Extraordinary Expenses, in each case, subject to the terms and conditions set forth in this Agreement.

Section 2.3 Qualified Financiers. CEGP shall only enter into Program Guarantee Agreements with Qualified Financiers and in compliance with the Program Guide.

Section 2.4 Origination Period. CEGP shall only enter into Program Guarantee Agreements during the Origination Period; provided that the Origination Period may be extended in accordance with the Program Guide with the prior written consent of the Required Guarantee Support Providers.

Section 3. Guarantee Support; Limits of Guarantee Support.

Section 3.1 Guarantee Support Obligation. Each Guarantee Support Provider hereby unconditionally and irrevocably agrees and commits to pay to CEGP in immediately available funds its Pro Rata Share (or Adjusted Default Pro Rata Share, as applicable) of (a) the Program Guarantee Liabilities arising from Program Guarantees and (b) Extraordinary Expenses, in each case, in accordance with the procedures set forth in Section 6. The Guarantee Support of each Guarantee Support Provider constitutes a continuing, absolute, and unconditional obligation of payment and shall remain in full force and effect until the Termination Date.

Section 3.2 Liability Cap. Notwithstanding the foregoing, (a) the aggregate liability of Guarantee Support Providers under this Agreement shall not exceed the Total Commitment and (b) the aggregate liability of each Guarantee Support Provider under this Agreement shall not exceed its respective Commitment.

Section 3.3 Pre-funded Commitments.

(a) Unless otherwise permitted by the Program Manager with Parent Oversight Approval, each Guarantee Support Provider shall be a Pre-funded Guarantee Support Provider.

(b) Each Pre-funded Guarantee Support Provider shall pre-fund its Commitment by paying in cash to CEGP the amount of such Pre-funded Guarantee Support Provider's Commitment within fifteen (15) Business Days of the Effective Date (or the date of such Guarantee Support Provider's Joinder Agreement).

(c) Any Non-Pre-funded Guarantee Support Provider may elect to pre-fund its Commitment and become a Pre-Funded Guarantee Support Provider at any time by notifying CEGP of such election and paying in cash to CEGP the amount of such Guarantee Support Provider's Commitment (or any portion thereof) within fifteen (15) Business Days of providing such notice to CEGP.

(d) All amounts pre-funded in accordance with this Section 3.3 shall be maintained by CEGP in a segregated account of CEGP (the "Pre-funded Account") and used solely to fund amounts payable pursuant to Section 6. The Pre-funded Account shall be interest-bearing and CEGP may, in its reasonable discretion, invest such amounts maintained in the Pre-funded Account in Permitted Investments. Any accrued interest or returns from the proceeds of the Pre-funded Account will be distributed at such times or intervals as determined by the Project Manager in his, her, or its sole discretion pro rata to the Pre-Funded Guarantee Support Providers in accordance with each such Guarantee Support Provider's pre-funded amount. For the avoidance of doubt, the Program Manager shall not be required to make any distributions of accrued interest or returns prior to the Termination Date.

(e) Notwithstanding anything to the contrary herein, with respect to each Pre-funded Guarantee Support Provider, (i) CEGP shall provide such Guarantee Support Provider with the information and notices provided to each other Guarantee Support Provider hereunder, (ii) within fifteen (15) Business Days after CEGP delivers a Demand Notice pursuant to Section 6, CEGP shall withdraw the amount payable by such Guarantee Support Provider from the Pre-funded Account up to the amount such Guarantee Support Provider has pre-funded into the Pre-funded Account, and (iii) such Guarantee Support Provider shall not be required to pay any amounts to CEGP pursuant to Section 6 until the entire amount such Guarantee Support Provider has pre-funded into the Pre-funded Account has been withdrawn in accordance with this Section. Within sixty (60) Business Days after the Termination Date, any amounts remaining in the Pre-funded Account shall be returned to the applicable Guarantee Support Provider that funded such amounts.

Section 3.4 Register. CEGP (or the Program Manager on CEGP's behalf) shall maintain a register or ledger for the recordation of the names and addresses of the Guarantee

Support Providers, and the Commitments of, and amounts, pre-funded and drawn with respect to such Commitments by, each Guarantee Support Provider pursuant to the terms hereof from time to time, including amounts pre-funded, maintained and/or withdrawn from the Pre-funded Account. The entries in such register or ledger shall be conclusive absent manifest error, and CEGP and the Guarantee Support Providers shall treat each Guarantee Support Provider whose name is recorded in such register or ledger pursuant to the terms hereof as a Guarantee Support Provider hereunder for all purposes of this Agreement. Such register or ledger shall be available for inspection by any Guarantee Support Provider or Qualified Financer, at any reasonable time and from time to time upon reasonable prior notice.

Section 3.5 Termination Date. The obligations of the Guarantee Support Providers hereunder shall terminate, and the Guarantee Support Providers shall have no further liability hereunder, on the Termination Date. CEGP shall take all actions and execute all documents as the Guarantee Support Providers may request (at the Guarantee Support Providers' cost and expense) in order to evidence the termination of this Agreement. The termination of the Guarantee Support Providers' obligations and liabilities hereunder shall not waive, terminate, modify or otherwise affect the Guarantee Support Providers' rights hereunder.

Section 4. Guarantee Support Providers.

Section 4.1 Commitment Amount. Unless otherwise approved by the Program Manager with Parent Oversight Approval, the Commitment of each Guarantee Support Provider shall, at any time, be no less than \$1,000,000.

Section 4.2 Guarantee Support Provider Information. Each Guarantee Support Provider shall:

(a) solely in the case of a Non-Pre-funded Guarantee Support Provider, provide a copy of its audited financial statements (if any) and any other documentation reasonably requested by the Program Manager to CEGP and the Program Manager as soon as reasonably practicable (and in any event, within two hundred and seventy (270) days) after the end of such Guarantee Support Provider's fiscal year to confirm there has been no material adverse change in such Guarantee Support Provider's financial position (or, if any such material adverse change existed or exists, specifying the nature and period of existence thereof); and

(b) promptly (and in any event, within five (5) Business Days) upon such Guarantee Support Provider becoming aware of any of the following, deliver a written notice to CEGP and the Program Manager specifying the nature thereof and the action, if any, that such Guarantee Support Provider has taken, is taking or proposes to take with respect thereto:

(i) any action, suit or proceeding instituted by or against such Guarantee Support Provider in any federal or state court or before any commission or other regulatory body (federal, state or local, foreign or domestic), or any such action, suit or proceeding threatened against such Guarantee Support Provider, in any case, if such action, suit or proceeding, or any such action, suit or proceeding threatened against such Guarantee Support Provider, (A) involves a potential liability, on an individual or aggregate basis, equal to or greater than ten percent (10%) of such Guarantee Support Provider's tangible net worth, determined in accordance

with generally accepted accounting principles, (B) would reasonably be expected to result in a material adverse effect on such Guarantee Support Provider's ability to perform its obligations hereunder if determined adversely, or (C) questions or challenges the validity or enforceability of any provision of this Agreement;

(ii) the filing or recording of any federal, state or local tax lien against it or any of its assets, which lien exceeds an amount equal to ten percent (10%) of such Guarantee Support Provider's tangible net worth, determined in accordance with generally accepted accounting principles and which is not discharged within sixty (60) days or less; or

(iii) any other action, event or condition of any nature that would reasonably be expected to lead to or result in a material adverse effect on such Guarantee Support Provider's ability to perform its obligations hereunder.

Section 4.3 Additional Commitments; Additional Guarantee Support Providers; Commitment Reductions.

(a) An existing Guarantee Support Provider may at any time, with the consent of the Program Manager, increase its Commitment ("Additional Commitment") by executing and delivering an Additional Guarantee Support Amendment. Unless otherwise approved by the Program Manager with Parent Oversight Approval, each Additional Commitment shall be required to be pre-funded in accordance with Section 3.3.

(b) Additional guarantee support providers (each, an "Additional Guarantee Support Provider") may at any time, with the consent of the Project Manager, be joined to this Agreement by executing and delivering a Joinder Agreement. Unless otherwise approved by the Project Manager with Parent Oversight Approval, the Commitment of an Additional Guarantee Support Provider shall be no less than \$1,000,000 and shall be pre-funded in accordance with Section 3.3.

(c) An existing Guarantee Support Provider may at any time, with the consent of the Program Manager and Parent Oversight Approval, reduce or terminate its Commitment (a "Commitment Reduction") by executing and delivering a Reduced Guarantee Support Amendment; provided, however, that no Commitment Reduction shall be authorized or valid if such Commitment Reduction would violate the terms of any effective Program Guarantee Agreement or otherwise materially adversely impact CEGP's ability to perform its obligations under any effective Program Guarantee Agreement.

(d) Upon execution of an Additional Guarantee Support Amendment, a Joinder Agreement, or a Reduced Guarantee Support Amendment by all applicable parties, (i) Schedule 1 attached hereto shall be amended to reflect such Additional Commitment, Additional Guarantee Support Provider, or Commitment Reduction, and (ii) CEGP (or the Program Manager on CEGP's behalf) shall promptly deliver copies of the executed Additional Guarantee Support Amendment, Joinder Agreement, or Reduced Guarantee Support Amendment, as applicable, to all Guarantee Support Providers.

(e) Subject to Section 6, each Guarantee Support Provider shall be liable to pay all Program Guarantee Liabilities payable pursuant to Demand Notices dated on or after the

effective date of any Additional Guarantee Support Amendment or Joinder Agreement (including Demand Notices with respect to Program Guarantees issued prior to such effective date) in accordance with such Guarantee Support Provider's Pro Rata Share as of the date of such Demand Notice and set forth on Schedule 1, after giving effect to such Additional Guarantee Support Amendment or Joinder Agreement.

Section 4.4 Defaulting Guarantee Support Providers.

(a) If a Guarantee Support Provider does not, within fifteen (15) Business Days, make any payment required under this Agreement according to procedures set forth in Section 6 (a "Defaulting Guarantee Support Provider"), such payment which would otherwise be payable by the Defaulting Guarantee Support Provider (the "Defaulting Guarantee Support Provider Payment") shall be funded from the proceeds of Guarantee Support Provider payments according to the procedures set forth in Section 6.2.

(b) Notwithstanding the foregoing, a Defaulting Guarantee Support Provider shall not be relieved of its payment obligations pursuant to Section 3.1 and Section 6. CEGP may take all commercially reasonable efforts to enforce payment obligations of any Defaulting Guarantee Support Provider under this Agreement, including exercising all legal rights and remedies available at law.

(c) Any amount recovered by CEGP in satisfaction of amounts owed by a Defaulting Guarantee Support Provider shall be applied (i) first, to reimburse CEGP for all legal fees, administrative expenses and out of pocket costs and expenses paid or incurred by CEGP in connection with the collection of amounts owed by a Defaulting Guarantee Support Provider that are not otherwise reimbursed by the Defaulting Guarantee Support Provider until paid in full in cash; (ii) second, to refund or reimburse each Guarantee Support Provider that is not a Defaulting Guarantee Support Provider for any amounts funded in connection with any Defaulting Guarantee Support Provider Payment, in accordance with the Adjusted Default Pro Rata Share until paid in full; and (iii) third, to reimburse CEGP for any amounts funded for Defaulting Guarantee Support Provider Payments. Notwithstanding the foregoing, each Guarantee Support Provider reserves the right to avail itself of any remedies available at law against a Defaulting Guarantee Support Provider.

Section 5. Conditions Precedent to Closing.

Section 5.1 Conditions Precedent to Closing. This Agreement shall not be effective unless and until:

(a) CEGP has obtained a Total Commitment in the amount of at least \$10,000,000; and

(b) each of the undersigned Non-Pre-funded Guarantee Support Providers (if any) has provided a copy of its most recent audited financial statements (if any) and any other documentation reasonably requested by the Program Manager to CEGP and the Program Manager.

Section 6. Procedure for Disbursement.

Section 6.1 Program Guarantee Liabilities; Extraordinary Expenses. To request a disbursement for Program Guarantee Liabilities or Extraordinary Expenses, CEGP (or the Program Manager on CEGP's behalf) shall deliver a Demand Notice to each and every Guarantee Support Provider. Upon the receipt of a Demand Notice delivered by CEGP (or the Program Manager on CEGP's behalf), each Guarantee Support Provider shall, within fifteen (15) Business Days of such receipt, pay in cash to CEGP in immediately available funds without setoff, counterclaim or defense, the amount payable based on its Pro Rata Share of the Program Guarantee Liabilities or Extraordinary Expenses, as applicable, requested by such Demand Notice through federal wire transfer or automated clearing house to the account specified in such Demand Notice, provided that (a) CEGP (or the Program Manager on CEGP's behalf) has verified the Guarantee Support call or Extraordinary Expense call, as applicable, on such Demand Notice, (b) CEGP shall endeavor to deliver no more than one Demand Notice for Program Guarantee Liabilities per fiscal quarter and (c) the aggregate amount of all requests for Extraordinary Expenses shall not exceed 2.5% of the Total Commitment.

Section 6.2 Defaulting Guarantee Support Provider Payments. To request a disbursement for a Defaulting Guarantee Support Provider Payment, CEGP (or the Program Manager on CEGP's behalf) shall deliver a Demand Notice to each and every Guarantee Support Provider (other than such Defaulting Guarantee Support Provider). With respect to a Defaulting Guarantee Support Provider Payment, upon the receipt of a Demand Notice delivered by CEGP (or the Program Manager on CEGP's behalf), each Guarantee Support Provider (other than such Defaulting Guarantee Support Provider) shall, within five (5) Business Days of such receipt, pay in cash to CEGP in immediately available funds without setoff, counterclaim or defense, the amount payable based on its Adjusted Default Pro Rata Share of the Guarantee Support requested by such Demand Notice through federal wire transfer or automated clearing house to the account specified in such Demand Notice, provided that CEGP (or the Program Manager on CEGP's behalf) has verified the Guarantee Support call on such Demand Notice.

Section 7. CEGP Covenants. As long as this Agreement is in effect, CEGP covenants and agrees that:

Section 7.1 Parent Status.

- (a) Parent shall retain its status as a Missouri nonprofit corporation;
- (b) Parent shall apply to the IRS for recognition as a tax-exempt organization described in Section 501(c)(3) of the Code and a public charity within the meaning of Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code, and, if such recognition is granted, Parent shall maintain its status as such a tax-exempt organization.
- (c) Parent shall be the sole member of CEGP.
- (d) CEGP shall not, nor will CEGP permit Parent in its capacity as sole member of CEGP to, file a Form 8832 election to treat CEGP as other than an entity disregarded by the IRS as an entity separate from its sole member, Parent.

Section 7.2 Program Manager. CEGP shall retain the Program Manager or a replacement reasonably acceptable to the Required Guarantee Support Providers.

Section 7.3 Special Purpose Entity. CEGP shall not (a) engage in any business, operations or activities, other than making, administrating, servicing and enforcing the Program Guarantees and this Agreement in accordance with the terms hereof, and such other activities that are incidental thereto and necessary, convenient or advisable therefor, or (b) own any assets or incur any liabilities, other than those owned or incurred for, or incidental to, the business, operations or activities described in the preceding clause (a).

Section 7.4 Program Management and Evaluation. CEGP shall:

(a) manage, administer and implement all aspects of the Program, including appropriate underwriting, documentation and portfolio management controls, and oversee the organization, documentation, utilization, monitoring and reporting of all Program Guarantees in accordance with the Program Guide; and

(b) be responsible for retaining personnel and third-party service providers in connection with its responsibilities and obligations under this Agreement (subject to the Program Guide), including but not limited to:

(i) extending and managing Program Guarantees;

(ii) measuring and assessing Program impact;

(iii) providing all other facilities, administrative and programmatic support for the Program; and

(iv) arranging for the evaluation of the Program from time to time as determined in consultation with Parent and the Program Manager.

Section 7.5 Program Funding. CEGP shall pay all costs and expenses of the Program.

Section 7.6 Program Guide. CEGP shall not make any material modifications to the Program Guide without Parent Oversight Approval. All modifications to the Program Guide shall be reported to each Guarantee Support Provider within fifteen (15) days of the approval of any modification. No modifications to the Program Guide may be made if such modifications will adversely affect any existing Program Guarantee entered into by CEGP prior to such modification. In the event of any conflict between the provisions of this Agreement and the provisions of the Program Guide, the provisions of this Agreement shall govern.

Section 7.7 Charitable Use; Reporting. CEGP agrees that:

(a) Use of Proceeds; Repayment for Misuse. CEGP shall use all amounts received under this Agreement only to further the Charitable Purpose of the Program as set forth in Section 2 in a manner that complies with the Program Guide and the terms and conditions of this Agreement. CEGP shall repay the Guarantee Support Providers any amounts received under this Agreement that are not used for such purposes.

(b) Financial Reporting & Annual Report. CEGP (or the Program Manager on CEGP's behalf) shall furnish or cause to be furnished to each Guarantee Support Provider the

following Financial Statements and Annual Report, all prepared in accordance with generally accepted accounting principles of the United States consistently applied:

(i) on or prior to the date that is one hundred and twenty (120) days after the end of the fiscal year of CEGP (commencing with the fiscal year ending December 31, 2026), CEGP's annual audited Financial Statements for such fiscal year; and

(ii) on or prior to the date that is one hundred and twenty (120) days after the end of each fiscal year of CEGP, an Annual Report.

Section 7.8 Books and Records. CEGP shall maintain books and records adequate to provide the information necessary for the reports required hereunder, and copies of the submitted reports, for at least four years after the Termination Date and shall make such books and records available for inspection and copying by each Guarantee Support Provider at reasonable times and upon reasonable notice (at such Guarantee Support Provider's cost and expense). Upon reasonable request of any Guarantee Support Provider, CEGP will make copies of any Program Guarantee Agreements available to such Guarantee Support Provider for inspection no later than ten (10) Business Days after CEGP's receipt of such request (or as promptly as reasonably practicable if CEGP is not reasonably able to produce such information within ten (10) Business Days of such request).

Section 7.9 Prohibited Activities. CEGP shall not use any of the funds drawn from the Guarantee Support:

(a) for any activity described in Section 170(c)(2)(D) of the Code;

(b) to (1) carry on propaganda or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (2) participate in or intervene in (including the publishing or distributing of any statements) any political campaign on behalf of (or in opposition to) any candidate for public office or (3) attempt to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code); or

(c) to undertake any activity for any purpose other than one specified in Section 170I(2)(B) of the Code.

Section 7.10 Fundraising and Promotional Materials. Unless a Guarantee Support Provider specifies otherwise to CEGP in writing, CEGP and the Program Manager may use a Guarantee Support Provider's name in connection with fundraising and promotional materials for the Program.

Section 8. Remedies.

Section 8.1 Cap of Guarantee Support Amount in the Event of Breach by CEGP. Upon CEGP's receipt of a notice from the Required Guarantee Support Providers stating that the Required Guarantee Support Providers have determined in good faith that CEGP (a) has engaged in fraudulent or willful misconduct with respect to this Agreement or in connection with any Program Guarantees and/or the Program and/or (b) has committed any material breach of a

material provision of this Agreement and has failed to cure such breach to the satisfaction of the Required Guarantee Support Providers within thirty (30) days of written notice of such breach, CEGP shall cease issuing Program Guarantees immediately. In such event, the maximum amount available under the Guarantee shall become capped at an amount equal to the Program Guarantee Liabilities that could arise from those Program Guarantees that are then in effect as of the date of such notice.

Section 8.2 Suspension of Program Guarantees. The issuance of new Program Guarantees in accordance with the Program Guide shall be suspended until the Required Guarantee Support Providers approve resuming issuance of new Program Guarantees, if during the Origination Period or any extension thereof:

(a) the aggregate Program Guarantee Liabilities incurred under Program Guarantees exceeds 20% of the Total Commitment; or

(b) CEGP determines it is in the Guarantee Support Providers' or CEGP's best interest to temporarily or permanently suspend approval of new Program Guarantees (i) due to adverse economic and/or market conditions or (ii) in the event that the Program's actual costs greatly exceed projected costs.

Upon suspension pursuant to Section 8.2(a), CEGP shall report to all Guarantee Support Providers as soon as practicable, in no event later than thirty (30) days, the reason for the losses incurred and shall propose next steps and updates to its budget and activity plan. In the event the CEGP permanently suspends Program Guarantee approvals pursuant to Section 8.2(b), CEGP shall continue to manage and administer existing Program Guarantees in accordance with this Agreement; provided, however, it shall cease promotional and fundraising efforts in support of the Program.

Notwithstanding the foregoing, any suspension of Program Guarantee approvals contemplated under this Section 8.2 shall not adversely affect any existing Program Guarantee entered into by CEGP prior to such temporary or permanent suspension.

Section 8.3 Recoveries.

(a) Where a Program Guarantee provides for repayment of a Program Guarantee Liability, CEGP (or the Program Manager on CEGP's behalf) shall take all commercially reasonable steps to enforce payment obligations of Qualified Financiers and exercise its legal rights and remedies under Program Guarantees; provided, however, that CEGP may take remedial measures, such as restructuring the timing of payment obligations, when appropriate to facilitate timely payment by Qualified Financiers and minimize collection expenses incurred by the Program.

(b) If CEGP has taken action to enforce a repayment obligation and recovers any amount under a Program Guarantee, such recovered amount shall be applied in the following order: (i) to reimburse CEGP for all reasonable legal fees, administrative expenses and documented out of pocket costs related to collection of such repayment paid by CEGP that are not otherwise reimbursed by the Qualified Financier; (ii) to refund or reimburse each Guarantee Support Provider for any amounts funded for Extraordinary Expenses in connection with such

Program Guarantee, in accordance with their Pro Rata Share as of the time of the recovery; and (iii) to be paid to the Guarantee Support Providers, in accordance with their Pro Rata Share as of the time of the recovery.

Section 8.4 Material Adverse Change or Breach by Guarantee Support Provider. Without limiting the provisions of Section 4.4, with respect to any Guarantee Support Provider, if (a) there occurs an event for which such Guarantee Support Provider is required to deliver notice pursuant to Section 4.2(b) or (b) CEGP, in consultation with the other Guarantee Support Providers, has determined in good faith that such Guarantee Support Provider has committed a material breach of a material provision of this Agreement and has failed to cure such breach to the satisfaction of CEGP within thirty (30) days of written notice of such breach, in each case, CEGP, in consultation with the other Guarantee Support Providers, (x) may require such Guarantee Support Provider to, and promptly upon CEGP delivering notice thereof, such Guarantee Support Provider shall, pre-fund its Commitment in accordance with Section 3.3 as a Pre-funded Guarantee Support Provider and/or (y) may take all commercially reasonable efforts to enforce the provisions and obligations of any such Guarantee Support Provider under this Agreement, including exercising all legal rights and remedies available at law.

Section 9. Notices. All notices, requests, demands, consents, waivers and other communications given under any of the provisions of this Agreement shall be in writing. Such notice, request, demand, consent, waiver or other communication shall be deemed to have been duly given or made when delivered by hand, delivered by international or overnight courier, mailed by certified or registered mail, or sent by electronic communication (including by email) to the party to which it is required or permitted to be given or made at such party's address specified below. Any such notice, request or other communication sent by hand or international or overnight courier or mailed by certified or registered mail shall be deemed to have been given when received. Any such notice, request or other communication sent by electronic communication, including to an email address, shall be deemed to have been given upon such sender's receipt of an acknowledgment from the recipients (such as by return email or other written acknowledgment). Any party may change its address for notices and other communications hereunder by notice to the other parties hereto.

Addresses for notices:

If to Guarantee Support Providers: The address(es) of such Guarantee Support Provider set forth in Schedule 1

If to CEGP: Civic Engine Guarantee Pool, LLC
c/o Civic Engine Fund
330 W. 9th Street, Suite 700
Kansas City, MO 64105
Attention: Jonathan Arnold, President
Email: jarnold@arnolddevelopmentgroup.com

with copies to: Lathrop GPM LLP
2345 Grand Blvd, Ste 2200
Kansas City, MO 64108

Attention: Kyle Hertel
Email: kyle.hertel@lathropgpm.com

Danny Roberson, Program Manager
330 W. 9th Street, Suite 700
Kansas City, MO 64105
Email: danny.roberson@arnolddevelopmentgroup.com

Section 10. Representations and Warranties.

Section 10.1 Guarantee Support Provider Representations. Each Guarantee Support Provider represents and warrants to CEGP and each of the other Guarantee Support Providers as of the date hereof that:

(a) the execution, delivery and performance by such Guarantee Support Provider of this Agreement are within the powers of the Guarantee Support Provider and have been duly authorized by all necessary actions on the part of the Guarantee Support Provider;

(b) this Agreement has been duly executed and delivered by such Guarantee Support Provider and constitutes a legal, valid and binding obligation of such Guarantee Support Provider, enforceable against such Guarantee Support Provider in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights and remedies generally;

(c) the execution, delivery and performance of this Agreement shall not result in (i) the violation of the articles of incorporation, bylaws or other organizational documents of such Guarantee Support Provider, (ii) any breach of, or default under, any agreement to which such Guarantee Support Provider is a party or bound, (iii) the violation of any applicable law or statute or any judgment, order or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over such Guarantee Support Provider, in the case of clauses (ii) and (iii) the breach or default under or violation of which would materially and adversely affect such Guarantee Support Provider; and

(d) solely in the case of a Non-Pre-funded Guarantee Support Provider, there has been no material adverse change in such Guarantee Support Provider's financial position since the date of issuance of the most recent audited financial statements or other documentation delivered to CEGP and the Program Manager pursuant to Section 5.1(b).

Section 10.2 CEGP Representations. CEGP represents and warrants to the Guarantee Support Providers as of the date hereof that:

(a) the execution and delivery, and performance by CEGP of its obligations under, this Agreement and the operation and management of the Program are within the respective powers of CEGP and have been duly authorized by all necessary actions on the part of CEGP and Parent;

(b) this Agreement has been duly executed and delivered by CEGP and constitutes a legal, valid and binding obligation of CEGP, enforceable against each of it in

accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights and remedies generally;

(c) to CEGP's knowledge, there are no actions, suits or proceedings pending or threatened against CEGP or Parent before any court or any governmental, administrative, regulatory or arbitrational authority which would materially and adversely affect CEGP or Parent;

(d) CEGP is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware;

(e) Parent is the sole member of CEGP. CEGP has not filed a Form 8832 election and is being disregarded by the IRS as an entity separate from its sole member, Parent; and

(f) the execution, delivery and performance of this Agreement and the operation and management of the Program shall not result in (i) the violation of any provision of the certificate of formation, limited liability company agreement or other organizational documents of CEGP or the articles of incorporation, bylaws or other organizational documents of Parent, (ii) any breach of, or default under, any agreement to which either CEGP or Parent is a party or bound, (iii) the violation of any applicable law or statute or any judgment, order or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over CEGP or Parent, in the case of clauses (ii) and (iii) the breach or default under or violation of which would materially and adversely affect CEGP or Parent.

Section 11. Miscellaneous.

Section 11.1 Amendments; Modifications. Any term, covenant, agreement or condition of this Agreement may be amended or waived, and any consent under this Agreement may be given, if such amendment, waiver or consent is in writing and is signed by the Required Guarantee Support Providers and CEGP, and each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) materially adversely affect any Qualified Financer that is a party to an effective Program Guarantee Agreement without the written approval of such Qualified Financer;

(b) extend or increase the Commitment of any Guarantee Support Provider (or reinstate any Commitment terminated) without the written consent of such Guarantee Support Provider;

(c) postpone the Termination Date or the date of any payment to any Guarantee Support Provider without the written consent of each Guarantee Support Provider directly affected thereby;

(d) amend, modify or waive any provision of this Section or the definition of "Required Guarantee Support Providers" (or the defined terms used therein) or any other provision of this Agreement specifying the number or percentage of Guarantee Support Providers required

to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder without the written consent of each Guarantee Support Provider;

(e) amend, modify or waive any provision in a manner that adversely affects any Guarantee Support Provider disproportionately in any material respect as compared to other Guarantee Support Providers, without the written consent of such Guarantee Support Provider; or

(f) amend, modify or waive the Charitable Purpose without Parent Oversight Approval.

Notwithstanding anything to the contrary herein, (i) this Agreement may be amended to join a Guarantee Support Provider through the execution and delivery of a Joinder Agreement in accordance with Section 4.3, (ii) Schedule 1 may be amended to reflect an Additional Commitment or Commitment Reduction pursuant to the execution and delivery of an Additional Guarantee Support Amendment or Reduced Guarantee Support Amendment in accordance with Section 4.3, and (iii) no Defaulting Guarantee Support Provider shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Guarantee Support Provider or each affected Guarantee Support Provider may be effected with the consent of the applicable Guarantee Support Providers other than Defaulting Guarantee Support Providers), except that (x) the Commitment of any Defaulting Guarantee Support Provider may not be increased or extended without the consent of such Guarantee Support Provider and (y) any waiver, amendment or modification requiring the consent of all Guarantee Support Providers or each affected Guarantee Support Provider that by its terms affects any Defaulting Guarantee Support Provider disproportionately adversely relative to other affected Guarantee Support Providers shall require the consent of such Defaulting Guarantee Support Provider.

Section 11.2 Limits on Liability and Standard of Care.

(a) Each Guarantee Support Provider hereby agrees that, except in cases involving fraudulent conduct on the part of CEGP or Parent, CEGP shall have no liability to any Guarantee Support Provider for any Program Guarantee issued in accordance with the Program Guide.

(b) CEGP shall carry out its duties under this Agreement in good faith and with reasonable care under the circumstances. Neither CEGP nor its members or managers shall be liable to any Guarantee Support Provider or to any other person for (i) any mistakes in judgment, or for any act or omission, except to the extent that such mistakes, act, or omission constituted willful misconduct, bad faith, fraud, or gross negligence of CEGP or its members or managers; (ii) any act or omission taken by it in accordance with or in reliance upon audited financial statements received by CEGP from or on behalf of a Guarantee Support Provider; or (iii) any act or omission taken by it in accordance with or in reliance upon information received by CEGP (after reasonable due diligence or verification) from or on behalf of a Qualified Financer.

Section 11.3 Entire Agreement; Remedies Cumulative; No Waiver. This Agreement constitutes the sole and entire agreement of the Guarantee Support Providers and CEGP with respect to the subject matter contained in this Agreement, and supersedes all prior and

contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The rights and remedies of CEGP under this Agreement are cumulative and may be exercised singly or concurrently and the exercise of any one or more of them shall not be a waiver of any other. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other parties hereto. Except as the parties may otherwise agree, no assignment shall relieve the assigning party of any of its obligations under this Agreement.

Section 11.5 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 11.6 Interpretation; Construction. In this Agreement, unless the context otherwise requires, (a) words using the singular include the plural and vice versa; (b) references to a party to any document include that party's successors and permitted assigns; (c) references to Annexes, Articles, Sections, Schedules and Exhibits are to be construed as references to the Articles or Sections of, and Annexes, Schedules or Exhibits to, this Agreement; (d) the use of headings and captions is for convenience of reference only and does not affect the interpretation of this Agreement; (e) any reference to any agreement, instrument or other document herein shall be construed as references to such agreement, instrument, or other document as from time to time may be amended, restated, supplemented or otherwise modified; (f) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time; and (g) references to time of day shall, unless otherwise specified, refer to Central time. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall".

Section 11.7 Governing Law; Forum Selection. This Agreement shall be governed by, and interpreted, construed and enforced in accordance with, the internal laws of the State of Missouri, without regard to conflict of law principles. Each party hereto irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the state and federal courts located in the State of Missouri, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Minnesota court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 11.8 Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN THEM ESTABLISHED BY THIS AGREEMENT.

Section 11.9 Counterparts; Electronic Signatures. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the parties hereto and when the parties hereto shall have received a counterpart hereof executed by each other party. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (“pdf”, “tif”, Adobe Sign electronic signature or a DocuSign® electronic signature) format shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Agreement or any other document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Guarantee Support Providers and CEGP, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 11.10 Confidentiality. This Agreement is entered into by the parties on the understanding that none of this Agreement, the Program Guide, Program Guarantee Agreements, or any of their respective terms, conditions or substances shall be disclosed by any of the parties hereto, directly or indirectly, to any third-parties except (a) to directors, officers, employees, agents, attorneys and advisors of the respective parties hereto and their affiliates (and then only on the basis that they keep its terms confidential in accordance with the terms hereof), (b) to Parent’s or any of its affiliate’s prospective investors, contributors, or donors (and then only on the basis that they keep its terms confidential in accordance with the terms hereof), (c) as may be required by law (in which case the disclosing party will promptly inform the other parties thereof and to use its best efforts to maintain the confidentiality of this Agreement, the Program Guide, the Program Guarantee Agreements and their respective terms, conditions and substances), (d) to Qualified Financers in connection with the prospective issuance of Program Guarantees, or I in connection with marketing and publicity efforts (including whether orally in speaking engagements or at conferences, or on social media or its website), the parties hereto are permitted to disclose the following: (i) the impact objectives of the Program; (ii) information about the Program’s impact performance (including performance aggregated with other investments made by Parent); (iii) the existence of this Agreement and the Effective Date, the Total Commitment, the name of Parent and CEGP, each Guarantee Support Provider’s name or logo with the prior written consent of such Guarantee Support Provider, and such other information pertaining to this Agreement as may be agreed upon by CEGP and the Guarantee Support Providers; or (iv) any information previously disclosed publicly.

Section 11.11 Third Party Beneficiaries. The parties hereto acknowledge and agree that, in connection with issuing the Program Guarantees, each Qualified Financer that is a beneficiary of a Program Guarantee will rely upon this Agreement and is an express and intended third party beneficiary hereof with respect to Section 3.1, Section 4.2, and Section 11.1(a).

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each Guarantee Support Provider has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

[GUARANTEE SUPPORT PROVIDERS]

By: _____
Name: _____
Title: _____

CEGP hereby accepts this Agreement on the terms set forth herein as of the date first above written and agrees to abide by all its provisions.

CIVIC ENGINE GUARANTEE POOL, LLC

By: CIVIC ENGINE FUND, its sole member

By: _____

Name: Jonathan Arnold

Title: President

Schedule 1

List of Guarantee Support Providers, Notice Addresses and Commitments

Guarantee Support Provider and Notice Address	Commitment	Pro Rata Share	Pre-funded Guarantee Support Provider? (Y/N)
Total	\$[_____]	100%	

Exhibit A
Program Guide

(See attached)

Exhibit B

[Form of Demand Notice]

[Date]

[Name]

[Address]

Attn: [_____]

(Collectively, “Guarantee Support Providers”)

Re: Guarantee by the Guarantee Support Providers to Civic Engine Guarantee Pool, LLC (“CEGP”), relating to the Civic Engine Guarantee Program

Dear [_____];

[Reference is hereby made to the following Program Guarantee(s) made to the specified Qualified Financer(s) listed below:

CEGP Guarantee	Qualified Financer	Program Guarantee Effective Date	Program Guarantee Liability	Qualified Financer claim date

]¹

[This Demand Notice reflects a request for Extraordinary Expenses.]² [This Demand Notice reflects a request for Defaulting Guarantee Support Provider Payments in connection with *[description of initial Demand Notice(s)]*.]³ Except as otherwise defined in this Demand Notice, capitalized terms have the meanings given to them in the Agreement (as defined below).

We hereby notify you that pursuant to Section 6 of the Master Guarantee Support Agreement dated [____], 2026 (the “Agreement”), [Program Guarantee Liabilities] [Extraordinary Expenses] [Defaulting Guarantee Support Provider Payments] have become due and payable in the aggregate amount of \$[AMOUNT].

Please refer to the table below attached hereto as Exhibit A for the payment schedule and payment instructions, which was calculated based on Schedule 1 of the Agreement last updated on [DATE]. Pursuant Section 6 of the Agreement (and subject to Section 3.3(e) of the Agreement with respect to any Pre-funded Guarantee Support Providers), please make your payment in

¹ Include for requests for Program Guarantee Liabilities.

² Include for requests for Extraordinary Expenses.

³ Include for requests for Defaulting Guarantee Support Provider Payments.

accordance with such payment schedule within fifteen (15) Business Days of receiving this notice through federal wire transfer or automated clearing house.

Attached hereto as Exhibit B is a certification from an Authorized Officer of CEGP, that (i) all conditions precedent set forth in the Agreement have been satisfied, (ii) CEGP (or the Program Manager on CEGP's behalf) has verified and approved the [Guarantee Support] [Extraordinary Expense] call on such Demand Notice; and (iii) all steps and information required for the call process have been completed.

Feel free to call me at _____ with any questions you may have.

Sincerely,

Name: _____
Title: _____

Exhibit A to the Demand Notice

Payment Schedule

Guarantee Support Provider	Amount to be paid	Pro Rata Percentage
	\$[●]	[●]%
	\$[●]	[●]%
	\$[●]	[●]%
	\$[●]	[●]%
	\$[●]	[●]%
	\$[●]	[●]%
	\$[●]	[●]%
	\$[●]	[●]%
	\$[●]	[●]%
	\$[●]	[●]%
	\$[●]	[●]%

Total amount payable to CEGP by Guarantee Support Providers: \$[●].

Payment Instructions:

Exhibit B to the Demand Notice

CEGP's Certification

Exhibit C

[Form of Joinder Agreement]

AMENDMENT AND JOINDER TO MASTER GUARANTEE SUPPORT AGREEMENT

THIS AMENDMENT AND JOINDER TO THE MASTER GUARANTEE SUPPORT AGREEMENT (this “Joinder”) is effective as of [_____] [____], 20[____] (the “Joinder Date”), by and between (i) Civic Engine Guarantee Pool, LLC, a Delaware limited liability company (“CEGP”) and (ii) [_____] a [_____] (“Additional Guarantee Support Provider”).

RECITALS

A. CEGP is a party to that certain Master Guarantee Support Agreement dated as of [_____] 2026 (as amended, restated, modified, or supplemented from time to time, the “Agreement”).

B. Pursuant to the Agreement, Guarantee Support Providers made Guarantee Support commitments to CEGP in the amounts set forth on Schedule 1 to the Agreement.

C. The Agreement provides that new guarantee support commitments may be made by Additional Guarantee Support Providers from time to time to support the Program.

D. The parties are executing this Joinder pursuant to the requirements of the Agreement to (i) reflect the joinder of Additional Guarantee Support Provider as a Guarantee Support Provider under the Agreement and (ii) reflect certain modifications to the Agreement as set forth below.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and agreements contained in this Joinder and the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

Section 1. Amendment to Schedule 1 of the Agreement. Schedule 1 to the Agreement is hereby deleted in its entirety and replaced with the Schedule 1 attached to this Joinder.

Section 2. Joinder of Additional Guarantee Support Provider. Pursuant to Section 4.3 of the Agreement, the Additional Guarantee Support Provider confirms that it has agreed to become a Guarantee Support Provider under the Agreement with a Commitment of \$[_____] effective as of the Joinder Date and the parties hereby agree that all references in the Agreement to Guarantee Support Providers shall include the Additional Guarantee Support Providers.

- (a) The Additional Guarantee Support Provider (i) acknowledges that it has received a copy of the Agreement and the Schedules and Exhibits thereto, the Program Guide, and such other documents and information as it has deemed appropriate to make its own credit and legal analysis and decision

to become a Guarantee Support Provider under the Agreement; and (ii) agrees that it will, independently and without reliance upon any other Guarantee Support Provider and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit and legal decisions in taking or not taking action under the Agreement.

- (b) The Additional Guarantee Support Provider acknowledges and agrees that, on the Joinder Date, the Additional Guarantee Support Provider (i) will be bound by the terms of the Agreement as fully and to the same extent as if the Additional Guarantee Support Provider were an original Guarantee Support Provider under the Agreement and (ii) will perform in accordance with their terms all of the obligations which by the terms of the Agreement are required to be performed by it as a Guarantee Support Provider.

Section 3. Program Guarantee Liabilities. The Additional Guarantee Support Provider shall be required to pay all Program Guarantee Liabilities and Extraordinary Expenses that arise on or after the date of this Joinder in accordance with the Agreement and Schedule 1 (as amended by this Joinder).

Section 4. [Delivery of Financial Statements and Other Documentation] This Joinder shall not be effective unless and until the Additional Guarantee Support Provider has provided to CEGP and the Program Manager a copy of its most recent audited financial statements (if any) and such other documentation as reasonably requested by the Program Manager and has represented to CEGP and the Program Manager that there has been no material adverse change in its financial position since the date of issuance of such audited financial statements or other documentation.]⁴

Section 5. Reaffirmation. CEGP hereby ratifies and reaffirms its obligations pursuant to the Agreement.

Section 6. Capitalized Terms. All capitalized terms used in this Joinder which are not specifically defined herein shall have the respective meanings set forth in the Agreement.

Section 7. Full Force and Effect. Except as expressly modified by this Joinder, all terms and conditions of the Agreement shall continue in full force and effect.

Section 8. Counterparts. This Joinder may be executed in counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

Section 9. Additional Provisions. This Joinder shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Missouri. The provisions set forth in Sections 11.4, 11.5, 11.7, 11.8, and 11.9 of the Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

⁴ To include if the Additional Guarantee Support Provider is not going to pre-fund and be a Pre-funded Guarantee Support Provider.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Joinder as of the day and year first above written.

CIVIC ENGINE GUARANTEE POOL, LLC

By: CIVIC ENGINE FUND, its sole member

By: _____

Name: _____

Title: _____

[ADDITIONAL GUARANTEE SUPPORT
PROVIDER]

By: _____

Name: _____

Title: _____

Exhibit D

[Form of Additional Guarantee Support Amendment]

AMENDMENT TO MASTER GUARANTEE SUPPORT AGREEMENT FOR AN ADDITIONAL COMMITMENT

THIS AMENDMENT TO THE MASTER GUARANTEE SUPPORT AGREEMENT (this “Amendment”) is effective as of is effective as of [_____] [____], 20[____], by and between (i) Civic Engine Guarantee Pool, LLC, a Delaware limited liability company (“CEGP”) and (ii) [____], a [____] (“Increasing Guarantee Support Provider”).

RECITALS

A. CEGP and the Increasing Guarantee Support Provider are parties to that certain Master Guarantee Support Agreement dated as of [____], 2026 (as amended, restated, modified, or supplemented from time to time, the “Agreement”).

B. Pursuant to the Agreement, Guarantee Support Providers made Commitments to CEGP in the amounts set forth on Schedule 1 to the Agreement.

C. The Agreement provides that a Guarantee Support Provider may make Additional Commitments from time to time to support the Program.

D. The parties are executing this Amendment pursuant to the requirements of the Agreement to reflect an Additional Commitment being made by the Increasing Guarantee Support Provider under the Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and agreements contained in this Amendment and the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

Section 1. Amendment to Schedule 1 of the Agreement. Schedule 1 to the Agreement is hereby deleted in its entirety and replaced with the Schedule 1 attached to this Amendment.

Section 2. Program Guarantee Liabilities. The Additional Commitment made pursuant to this Amendment shall be available to pay all Program Guarantee Liabilities (including Program Guarantee Liabilities with respect to Program Guarantees issued prior to the date hereof) and Extraordinary Expenses that arise on or after the date of this Amendment in accordance with the Agreement and Schedule 1 (as amended by this Amendment).

Section 3. [Delivery of Updated Financial Statements and Other Documentation. This Amendment shall not be effective unless and until the Increasing Guarantee Support Provider has provided to CEGP and the Program Manager a copy of its most recent audited financial statements (if any) and such other documentation as reasonably requested by the Program Manager and has represented to CEGP and the Program Manager that there has been no material adverse

change in its financial position since the date of issuance of such audited financial statements and other documentation.]]⁵

Section 4. Reaffirmation. CEGP and the Increasing Guarantee Support Provider hereby ratify and reaffirm their obligations pursuant to the Agreement.

Section 5. Capitalized Terms. All capitalized terms used in this Amendment which are not specifically defined herein shall have the respective meanings set forth in the Agreement.

Section 6. Full Force and Effect. Except as expressly modified by this Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

Section 7. Counterparts. This Amendment may be executed in counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

Section 8. Additional Provisions. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Missouri. The provisions set forth in Sections 11.4, 11.5, 11.7, 11.8 and 11.9 of the Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES TO FOLLOW]

⁵ To be included if the Increasing Guarantee Support Provider is not pre-funding its increased Commitment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

CIVIC ENGINE GUARANTEE POOL, LLC

By: CIVIC ENGINE FUND, its sole member

By: _____

Name: _____

Title: _____

[INCREASING GUARANTEE SUPPORT
PROVIDER]

By: _____

Name: _____

Title: _____

Exhibit E

[Form of Reduced Guarantee Support Amendment]

AMENDMENT TO MASTER GUARANTEE SUPPORT AGREEMENT FOR A COMMITMENT REDUCTION

THIS AMENDMENT TO THE MASTER GUARANTEE SUPPORT AGREEMENT (this “Amendment”) is effective as of is effective as of [_____] [____], 20[____], by and between (i) Civic Engine Guarantee Pool, LLC, a Delaware limited liability company (“CEGP”) and (ii) [____], a [____] (“Reducing Guarantee Support Provider”).

RECITALS

A. CEGP and the Reducing Guarantee Support Provider are parties to that certain Master Guarantee Support Agreement dated as of [____], 2026 (as amended, restated, modified, or supplemented from time to time, the “Agreement”).

B. Pursuant to the Agreement, Guarantee Support Providers made Commitments to CEGP in the amounts set forth on Schedule 1 to the Agreement.

C. The Agreement provides that a Guarantee Support Provider may under certain circumstances reduce the amount of their Commitment.

D. The parties are executing this Amendment pursuant to the requirements of the Agreement to reflect a Commitment Reduction being made by the Reducing Guarantee Support Provider under the Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and agreements contained in this Amendment and the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

Section 1. Amendment to Schedule 1 of the Agreement. Schedule 1 to the Agreement is hereby deleted in its entirety and replaced with the Schedule 1 attached to this Amendment.

Section 2. Program Guarantee Liabilities. From and after the execution of this Amendment, no portion of the Commitment Reduction shall be available to pay Program Guarantee Liabilities (including any Program Guarantee Liabilities with respect to Program Guarantees issued prior to the date hereof and Extraordinary Expenses that arose prior to the date hereof), and only the remaining Commitment of the Reducing Guarantee Support Provider reflected on Schedule 1 (as amended by this Amendment), if any, shall be available to pay Program Guarantee Liabilities that after the execution of this Amendment.

Section 3. Reaffirmation. CEGP and the Reducing Guarantee Support Provider hereby ratify and reaffirm their obligations pursuant to the Agreement.

Section 4. Capitalized Terms. All capitalized terms used in this Amendment which are not specifically defined herein shall have the respective meanings set forth in the Agreement.

Section 5. Full Force and Effect. Except as expressly modified by this Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

Section 6. Counterparts. This Amendment may be executed in counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

Section 7. Additional Provisions. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Missouri. The provisions set forth in Sections 11.4, 11.5, 11.7, 11.8 and 11.9 of the Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

CIVIC ENGINE GUARANTEE POOL, LLC

By: CIVIC ENGINE FUND, its sole member

By: _____
Name: _____
Title: _____

[REDUCING GUARANTEE SUPPORT
PROVIDER]

By: _____
Name: _____
Title: _____