RESOLUTION NO. ______

RESOLUTION FINDING THAT THE PROPOSED FOOD HALL STALL LICENSE AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND MICHELLE RUNLES AND MELVIN RUNLES (COLLECTIVELY, "LICENSEE") FOR THE GOOD WORD FOOD HALL IS IN THE BEST INTEREST OF THE PUBLIC AND IS IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY REDEVELOPMENT PLAN, AND AUTHORIZING THE EXECUTION OF THE FOOD HALL STALL LICENSE AGREEMENT BY THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY.

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448, and on February 18, 2026, by Ordinance 6941 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency is the tenant under a Master Lease with Arthaus IV, LLC, a Nevada limited liability company, as landlord, dated as of November 13, 2024, for property located at 1122 D Street, Las Vegas, Nevada, known as The Good Word Food Hall (the "Property"); and

WHEREAS, the Agency desires to license to Licensee an approximately 595 square feet food hall stall on the first floor of the Property (the "Premises") pursuant to a Food Hall Stall License Agreement, a copy of which is attached hereto as Exhibit A (the "Agreement"); and

WHEREAS, Licensee will utilize the Premises for the operation of an American-style retail alcoholic bar and food stall open to the public (the "Business"), supporting economic development and employment opportunities within the Redevelopment Area; and

WHEREAS, pursuant to Nevada Revised Statutes 279.472, notice of a public hearing was published on July 22, 2026 and July 29, 2026, in the Las Vegas Review Journal newspaper; and

WHEREAS, the Governing Board of the Agency has considered the findings that Agency entering into the Agreement is of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Premises is located; and

WHEREAS, the Governing Body of the Agency has determined that the Agreement, which provides for the licensing of the Premises for the operation of the Business, will expand employment opportunities and support economic development in the Redevelopment Area, and is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Board of the Agency hereby finds and determines that the licensing of the Premises is of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Redevelopment Area is located; and

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RESOLVED FURTHER, that Governing Board of the Agency hereby approves the Agreement and determines the Agreement to be in compliance with and in furtherance of the goals and objectives of Nevada Revised Statutes Chapter 279 and the Redevelopment Plan, and the Chair of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any attachments to the Agreement) and to perform any and all additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION was PASSED, ADOPTED AND APPROVED THIS ______ day of ______________________, 2026.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

BY ____
SHELLEY BERKLEY, Chair

ATTEST:

____
DR. LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

Sandra D. Turner 8-3-26
____
Counsel to Agency Date

Sandra D. Turner
Deputy City Attorney

EXHIBIT A

AGREEMENT

FOOD HALL STALL LICENSE AGREEMENT

This FOOD HALL STALL LICENSE AGREEMENT ("Agreement") is made by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada ("Licensor"), and MICHELLE RUNLES and MELVIN RUNLES, husband and wife (collectively, "Licensee"). Licensee and Licensor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Licensor is the tenant under that certain Master Lease (as amended, the "Master Lease") dated as of November 13, 2024, as amended, with Arthaus IV LLC, a Nevada limited liability company, as landlord ("Master Landlord"), for that certain property located at 1122 D Street, Las Vegas, Nevada, and known as The Good Word Food Hall (the "Food Hall").

B. Licensor desires to grant a license to Licensee and Licensee desires to accept such license in order to utilize a stall in the Food Hall pursuant to the terms and conditions set forth in this Agreement.

C. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Master Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals/Incorporation**. The above Recitals and all Exhibits attached hereto are incorporated by this reference and expressly made part of this Agreement.

2. **Grant**.

(a) Licensor hereby grants to Licensee a limited and revocable license to utilize that certain space in the Food Hall identified as the bar stall consisting of 595 square feet and shown on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

(b) This Agreement is and shall be at all times subject to all of the terms, covenants and conditions of the Master Lease and shall in all respects be limited and construed in a fashion consistent with the estate granted to Licensor by Master Landlord pursuant to the Master Lease. Licensee shall not commit or permit to be committed at the Premises or under this Agreement any act or omission which shall violate any terms, covenants or conditions of the Master Lease. Licensee agrees that it shall promptly forward to Licensor any and all notices or other communications received with regard to the Premises by Licensee from the Master Landlord. In the event that the Master Lease shall terminate for any reason (including but not limited to any consensual termination before the expiration of the Lease Term under the Master Lease), this Agreement shall also terminate and the Parties hereunder shall have no further obligations or liabilities to each other; provided that any such termination shall not impair the indemnification obligations of Licensor hereunder. Where any approval or consent of Master Landlord under the Master Lease shall be required for any act of Licensee hereunder, obtaining the approval or consent of the Master Landlord shall be a condition to the right of Licensee to undertake such act under this Agreement.

3. **Term; Licensor's Work; Licensee Alterations; Casualty**.

(a) The term of this Agreement shall commence on the Effective Date (as defined herein) and shall terminate three (3) years from such date (the "License Term"). A "License Year" shall mean that period of time commencing on the Effective Date and ending on the last day of twelve full calendar months thereafter and each twelve full calendar month period thereafter.

(b) Licensee shall have two (2) options to extend the License Term for one (1) year each (each an "Extension Option") by providing written notice to Licensor of the exercise of an Extension Option no later than six (6) months prior to the expiration of the then License Term (the "Extended Term"). Licensee's right to exercise each Extension Option is contingent upon (i) Licensee not being in default beyond all applicable notice and cure periods in the payment of any License Fee due under this License either (x) at the time of the attempted exercise of an Extension Option or (y) at the time of the commencement of the Extended Term, and (ii) Licensee not being in default of any other obligation or any other terms of this License Agreement either (x) at the time of the attempted exercise of the Extension Option or (y) at the time of the commencement of the Extended Term. The term "License Term" shall collectively mean the original License Term and any duly exercised Extended Term.

(c) Licensor shall deliver the Premises to Licensee in the condition set forth in <u>Exhibit B</u> attached hereto ("Licensor's Work). The date on which Licensor delivers the Premises to Licensee with Licensor's Work substantially completed shall be the "Delivery Date."

(d) Licensee shall not make any alterations to the Premises (each a "Licensee Alteration") without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. If Licensor approves any Licensee Alteration, then, in addition to any conditions which may exist under the Master Lease, Licensor may impose such conditions of approval as Licensor deems appropriate including, without limitation, the right to approve Licensee's contractor and requiring Licensee to carry additional insurance during the construction of the applicable Licensee Alteration.

(e) In the event that the Building or facilities in which the Premises is located shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this Agreement commercially impractical or commercially impossible, and such fire, casual, or circumstances ("Casualty") is not caused by the negligence of either Party, then either Party may immediately terminate this Agreement upon written notice to the other Party which termination shall be given within thirty (30) days after such fire, casualty, or the commencement of the circumstances, and the termination shall be effective five (5) business days after receipt or deemed receipt of such notice by the non-terminating Party. If either Party is responsible for the Casualty, then such responsible Party shall not have the right to terminate the Agreement as provided in this subsection.

4. **<u>Permitted Use; Licensee's Hours of Operation; Licenses; Taxes</u>**.

(a) Licensee shall use the Premises solely for the operation of a "Tappy Hour" American style retail alcoholic bar and food stall open to the public (the "Permitted Use") and for no other purpose. So long as no Licensee default has occurred under this Agreement and the Permitted Use remains unchanged, Licensee shall have the exclusive right to sell and serve alcoholic beverages from a Food Hall stall. Additionally, so long as no Licensee default has occurred under this Agreement and the Permitted Use remains unchanged, if there are any private events hosted at the Food Hall on the mezzanine level, Licensee shall have the right of first refusal to provide alcohol service for such private events from the bar on the mezzanine level (the "Mezzanine Bar"). At such times as Licensee is using the Mezzanine Bar as permitted hereunder, the Mezzanine Bar shall be deemed part of the Premises.

(b) Licensee shall not store any hazardous chemicals or material in the Premises or Storage Area (as defined herein) or anything that requires a Material Safety Data Sheet (MSDS) as required by the United States Department of Labor Occupational Safety and Health Administration (OSHA). The "Storage Area" shall mean that area shown on <u>Exhibit A</u> attached hereto which area shall contain refrigerators, sinks, trash receptacles, and storage areas for the collective use of all food stall operators in the Food Hall and Licensor. Licensee shall have the right to store food and beverages for use in the Premises in areas of the Storage Area as designated by Licensor. Licensee and its employees, agents, and contractors shall, during any use of the Storage Area, keep and leave the areas of the Storage Area used by Licensee in good order and condition, and such parties shall promptly clean up any messes created by such parties in the Storage Area.

(c) Licensee shall be solely responsible for the daily cleaning of the Premises, including disposal of any trash generated at the Premises, and for maintaining the Premises in a neat, clean, and orderly condition at all times. Licensee shall empty the Premises' trash into trash bays designated by Licensor. If Licensee fails to perform its obligations under this subsection, Licensee acknowledges that the operation of the Food Hall overall and operation of other food stalls in the Food Hall would be immediately and adversely impacted by such failure; accordingly, notwithstanding any other provision in this Agreement, if Licensee fails to perform its obligations under this subsection within twenty-four (24) hours after written notice from Licensor, Licensor shall have the right to enter the Premises, perform Licensee's obligations under this subsection, and Licensee shall reimburse Licensor for Licensor's remedial costs within ten (10) days after written demand from Licensor.

(d) Licensee shall observe faithfully and comply with and shall cause its employees and invitees to observe faithfully and comply with reasonable rules and regulations governing the Premises as may from time to time be promulgated and amended by Licensor.

(e) The Premises shall be open for the Permitted Use from 11 a.m. to 10 p.m., Sunday to Thursday, and from 11 a.m. to 1 a.m. on Friday and Saturday ("Licensee's Minimum Hours"). However, Licensor and Licensee acknowledge and agree that the Food Hall is a new operation and that Licensee's Minimum Hours may need to be adjusted based upon sales activity at the Food Hall.

(f) At all times during the License Term and at Licensee's own expense, License shall procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for the use of the Premises for the Permitted Use including, without limitation, appropriate licenses and approvals to serve alcohol.

(g) Licensee shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its trade fixtures, merchandise and other personal property in or upon the Premises. In the event any such items of property are assessed with property of Licensor, such assessment shall be divided between Licensor and Licensee to the end that Licensee shall pay, prior to delinquency, its equitable portion of such assessment as conclusively determined by Licensor.

5. **License Fee; Security Deposit**. Commencing on the first day of the calendar month immediately following the Delivery Date (the "License Fee Commencement Date"), Licensee shall pay to Licensor a monthly license fee (collectively, the "License Fee") which shall be comprised of a base license fee (the "Base Fee") and a percentage of sales license fee (the ("Sales' Percentage Fee").

(a) The Base Fee shall be Two Thousand and 00/100 Dollars ($2,000.00) per month. The Base Fee shall increase by three percent (3%) on each annual anniversary of the License Fee Commencement Date during the License Term. Concurrently with Licensee's execution of this Agreement, Licensee shall pay Licensor the Base Fee for the first month of the License Term.

(b) In addition to the Base Fee, Licensee shall pay to Licensee as a Sales' Percentage Fee an amount of money equal to twelve percent (12%) of the Gross Revenues (defined herein) for the preceding month of the License Term. The Sales Percentage Fee will be due on a monthly basis at the end of each month of the during the License Term and must be paid by the Licensee within fifteen (15) calendar days after the last day of the applicable month. "Gross Revenues" means the entire amount of the Licensee's revenues (and the revenues of any affiliate of the Licensee) derived from the Premises and the Mezzanine Bar, including, without limitation, in-person orders, online orders, phone orders, third party delivery platform orders, and catering orders, without deduction for costs of goods, labor, credit card fees, or any other fees or charges, such amount as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"). Gross Revenues shall not include tips paid to employees, complimentary meals provided to employees during their work shifts at the Premises, delivery fees paid directly to a third party service (e.g. Door Dash) and not controlled by Licensee, credit card disputes unless and until resolved in Licensee's favor and paid to Licensee, and/or order refunds. As used in this section, the term "affiliate of the Licensee" means any person or entity directly or indirectly controlling, controlled by, or under common control with the Licensee, or, any entity owned in whole or part, directly or indirectly, by the Licensee.

(c) Licensor shall have the right, no more than once per License Year during the License Term and upon at least ten (10) days' prior written notice to Licensee, to cause a complete audit of Licensee's books and records relating to Gross Revenues (an "Audit"). Licensee shall maintain such records in accordance with GAAP for at least two (2) years following the end of each License Year. If the Audit discloses a deficiency in the payment of any Sales' Percentage Fee, Licensee shall pay Licensor the amount of such deficiency within ten (10) days of demand. In the event an Audit discloses that Gross Revenues were understated by more than five percent (5%), (i) Licensee shall reimburse Licensor for the reasonable cost of such Audit and (ii) Licensor shall have the right to complete an Audit up to twice per License Year during the remainder of the License Term.

(d) Provided that Licensee has not defaulted under this Agreement, the Base Fee shall be abated during months one (1) through four (4) , inclusive, and month fourteen (14) (collectively, the "Abated License Fee") of the License Term but the Sales' Percentage Fee shall continue to be due as provided herein and shall not be abated. If a Licensee event of default shall occur that results in the termination of this Agreement or Licensee's right of possession in the Premises, then the Security Deposit shall be retained by Licensor . This Agreement is personal to Licensee and, as a result, the Security Deposit shall be held and payable upon any assignment of this Agreement or other transfer of Licensee's interest in the Premises other than the Pre-Approved Transfer (as defined in Section 12(a) below).

(e) Concurrently with Licensee's execution of this Agreement, Licensee has deposited with Licensor a security deposit in the amount of Four Thousand and 00/100 Dollars ($4,000.00) (the "Security Deposit"). The Security Deposit shall be held by Licensor as security for the faithful performance by Licensee of all of the terms, covenants, and conditions of this Agreement to be kept and performed by Licensee during the License Term. If Licensee defaults beyond all applicable notice and cure periods under this Agreement with respect to any provision of this Agreement including, but not limited to, any provision relating to the payment of any License Fee, Licensor may (but shall not be required to) use, retain and apply all or any part of the Security Deposit for the payment of any portion of the License Fee or any other sum in default, or for the payment of any amount which Licensor may spend or become obligated to spend by reason of Licensee's default, or to compensate Licensor for any other loss or damage which Licensor may suffer as a result of Licensee's default. If any portion of the Security Deposit is so used or applied, Licensee shall, within five (5) days after written demand therefor, deposit with Licensor in cash or a cashier's check an amount sufficient to restore the Security Deposit to its original amount, and Licensee's failure to do so shall constitute a default under this Agreement. Licensor shall not be required to keep the Security Deposit separate from its general funds and Licensee shall not be entitled to interest on the Security Deposit. If Licensee shall fully and faithfully perform every provision of this Agreement, the Security Deposit, or any balance thereof, shall be returned to Licensee (or, at Licensor's option, if applicable, to the last assignee of Licensee's interest hereunder) within thirty (30) days after the expiration or termination of this Agreement. In the event of a termination of Licensor's interest in this Agreement, the Security Deposit, or any portion thereof not previously applied, may be released by Licensor to Licensor's transferee and, if so released, Licensee agrees to look solely to such transferee for proper application of the Security Deposit in accordance with the terms of this subsection and the return thereof in accordance herewith.

(f) The License Fee and other charges shall be paid by Licensee to Licensor at the address specified for service of notice upon Licensor in Section 16 of this Agreement, or at such other place as may from time to time be designated by Licensor in writing at least ten (10) days prior to the next ensuing payment date.

(g) If Licensee shall fail to pay, when the same is due and payable, any License Fee or other charge, such unpaid amounts shall bear interest at the rate of twelve percent (12%) per annum, not to exceed the maximum lawful rate from the date due to the date of payment. Additionally, Licensee hereby acknowledges that the late payment by Licensee to Licensor of any License Fee or other sums due hereunder will cause Licensor to incur costs not contemplated by this Agreement, the exact amount of which is extremely difficult to ascertain. Accordingly, if any License Fee or any other sum due from Licensee shall not be received by Licensor within ten (10) days of when due, then Licensee shall pay to Licensor a late charge equal to two percent (2%) of the amount due, provided that such amount will not exceed the maximum rate permitted by law. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs that Licensor will incur by reason of the late payment by Licensee. Acceptance of such late charge by Licensor shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor prevent Licensor from exercising any of the other rights and remedies granted hereunder. If Licensee incurs a late charge for two (2) consecutive months, the Base Fee for the following twelve (12) months shall be automatically adjusted to be payable quarterly, in advance, commencing upon the first day of the month following such consecutive late month and continuing for the next twelve (12) months.

6. **<u>Operation of Food Hall; Utilities and Janitorial; Maintenance</u>**.

(a) Licensor shall be responsible for the day-to-day operation of the Food Hall, excluding the food stalls (such as the Premises), within the Food Hall. Licensee shall have the right to assign operational duties for the Food Hall to the City of Las Vegas (the "City") or a third-party operator (whether Licensor, the City, or a third party operator, the "Operator") selected in the sole discretion of Licensor. The Food Hall is anticipated to be open from 10 a.m. to 10 p.m., Sunday through Thursday, and 10 a.m. to 1 a.m. on Friday and Saturday. However, Licensor reserves the right to review and adjust such hours, as Licensor deems reasonably necessary. If Licensor adjusts the Food Hall operational hours, Licensee's Minimum Hours shall also be adjusted, to the extent necessary, so as to not conflict with the adjusted Food Hall operational hours. Licensor shall give Licensee not less than seven (7) business days' prior written notice of any change in the Food Hall operational hours.

(b) Licensor shall be solely responsible to provide all dining cutlery, dining plates and bowls, drinking glasses, and napkins (collectively, "Tableware") for the Food Hall stall licensees., including Licensee. No later than November 1, 2026, Licensor and Licensee shall agree upon Licensee's anticipated daily Tableware needs for the Premises. The Tableware shall be stored in the Storage Area and Licensee shall be responsible for bringing any necessary Tableware from the Storage Area to the Premises.

(c) Licensor shall also be solely responsible for all janitorial requirements in the Food Hall, other than in the Premises and other Food Hall stalls. The janitorial requirements shall include the busing of the dining tables in the Food Hall, removal of trash, washing and drying all applicable Tableware, and the cleaning of restrooms, floors, mezzanine areas, and Storage Area improvements.

(d) Licensor shall be responsible for the cost of all power, gas, and water used in the Food Hall, including the Premises. Except for Licensor's, its agent's, employee's or contractor's gross negligence or willful misconduct, Licensor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises or the Food Hall, and no failure or interruption shall entitle Licensee to terminate this Agreement or withhold any of the License Fee or any other sums due under the terms of this Agreement. Notwithstanding the foregoing, if there is an interruption in power, HVAC, gas, or water services caused solely by Licensor that continues for more than forty-eight (48) hours and renders the Premises unusable for the Permitted Use, then the License Fee shall be abated until such service(s) are restored.

(e) Licensor shall be responsible for the regular maintenance of the Food Hall, including the Premises and other Food Hall stalls; provided, however, that Licensor shall not be responsible for the cost to repair anything in the Premises or the Food Hall which is damaged because of Licensee's or its agents, employees, or contractors' negligence. If Licensor reasonably determines that Licensee, its agent, employee, or contractor caused damage to the Premises or the Food Hall, Licensor shall repair such damage and shall bill Licensee for the reasonable cost of such repairs. Licensee shall pay such repair cost(s) to Licensor within ten (10) days after receipt of written demand therefor. Licensee shall notify Licensor in writing of any required repairs in the Premises and Licensor shall make such repairs within ten (10) business days unless a longer period of time is required, in which case Licensor shall diligently pursue such repairs until completion.

(f) Licensor may, but shall have no obligation, to provide security guards, security personnel and/or security systems for the Food Hall or Parking Area (as defined herein). No failure by Licensor to engage or provide security guards, personnel or systems shall be (i) deemed a breach of this Agreement by Licensor, or (ii) create any liability in Licensor for any criminal acts or activities or other acts by third parties within or around the Food Hall and/or Parking Area.

7. **Insurance**.

(a) Licensee shall, at its sole cost and expense prior to entering upon the Premises, procure and maintain in full force and effect for the License Term the following insurance:

(i) Commercial General Liability Insurance (Broad Form Commercial) in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate insuring against personal injury (including wrongful death) and property damage.

(ii) Intentionally omitted..

(iii) Licensee shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury of occupational disease (including resulting death) as required by the State of Nevada and Employer's Liability Insurance for One Million and 00/100 Dollars ($1,000,000.00). Waiver of Subrogation for Workers' Compensation in favor of Licensor and the City of Las Vegas is required.

(iv) Business interruption or loss of income insurance in amounts sufficient to cover the Licensee Fee and all other charges due under this Agreement for six (6) months.

(v) If Licensee serves alcoholic beverages, other than beer and wine, then Licensee shall provide liquor liability insurance with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate and Five Million and 00/100 Dollars ($5,000,000.00) excess liability with a limit of Five Million and 00/100 Dollars ($5,000,000.00) each occurrence and Five Million and 00/100 Dollars ($5,000,000.00) in the annual aggregate.

(b) The insurance company issuing the policies required herein shall hold a "General Policyholder's Rating" of A or better, as set forth in the most current issue of Best's Insurance Guide." Licensee shall deliver to Licensor, prior to entering upon the Premises, original certificates evidencing the existence and amounts of such insurance.

(c) Each policy of insurance provided by Licensee shall be endorsed to provide that the policy shall be not cancelable, or subject to reduction of coverage, except after thirty (30) days prior written notice has been provided to Licensor and Licensee. Licensee shall, within thirty (30) days prior to the expiration, cancellation or reduction of any policy required herein, furnish Licensor with a renewal or binder for new insurance required under this Agreement. Licensor and City, and their council members, officers, employees and agents, shall be named as additional insured parties on each insurance coverage required herein.

(d) Licensee's insurance coverage required herein shall be the primary with respect to Licensor and City, and their council members, officers and employees and agents, and shall provide for a waiver subrogation against them.

(e) Licensee agrees that it will not at any time during the License Term carry any stock of goods or do or permit anything to be done in or about the Premises or the Building not permitted under this Agreement which will tend to increase the insurance rates upon the Building of which the Premises are a part. Licensee agrees to pay to Licensor upon demand the amount of any increase in premiums for insurance against loss by fire or any other peril normally covered by fire and extended coverage insurance that may be charged during the License Term on the amount of insurance carried by Licensor on the Building resulting from the foregoing or from Licensee doing any act in or about the Premises or the Building which does so increase the insurance rates, whether or not Licensor shall have consented to such act on the part of Licensee. If Licensee installs upon the Premises any electrical equipment which constitutes an overload on the electrical lines of the Premises, Licensee shall at its own expense make whatever changes or provide whatever equipment safeguards are necessary to comply with the requirement of the insurance underwriters and any governmental authority having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Licensor's consent to such overloading.

8. **Signage**. Licensor shall install signage on the exterior of the Building as shown on Exhibit C attached hereto and incorporated herein by reference (the "Licensor Installed Signage"). Licensee shall not install, modify or otherwise place on the Premises or the Building any sign or other object or thing visible to public view outside of the Premises ("Licensee's Signage") unless approved by and coordinated with Licensor. Licensor anticipates that Licensee shall have the right to have Licensee's Signage in (i) the circular area entitled "Tenant 2" on the first page of Exhibit C and (ii) in the circular area shown on the bottom of page 2 of Exhibit C. Any Licensee's Signage permitted hereunder shall be prepared and installed at Licensee's sole cost and expense or, if Licensor so elects, shall be installed by Licensor at Licensee's sole cost and expense.

9. **Parking;**.

(a) Licensee shall be assigned two (2) parking spaces in that parking area shown on Exhibit D attached hereto (the "Parking Area") for use by Licensee and its employees when operating the Premises. Licensor, in its sole discretion, shall have the right to determine where Licensor's assigned spaces shall be in the Parking Area and Licensor shall have the right to relocate Licensor's assigned parking spaces within the Parking Area at any time upon not less than ten (10) days written notice to Licensee..

(b) Licensee shall use commercially reasonable efforts to complete or cause to be completed all deliveries, loading, unloading and services to the Premises no more than three (3) times a day between the hours of __________ and _________ to prevent delivery trucks and other vehicles servicing the

Premises from parking or standing in service areas for undue periods of time. Licensee acknowledges that other food stall operators in the Food Hall will also need to have deliveries and services to the Premises and that Tenant and such other food stall operators will need to coordinate such activities in order to avoid interfering with another Food Hall operator's activities. Licensor reserves the right to further reasonably regulate the activities of Licensee and the other Food hall operators in regard to deliveries and servicing of the Premises, and Licensee agrees to abide by such further reasonable rules and regulations which Landlord may impose from time to time on such activities.

10. **Inspection**. Licensor and its representatives shall have the right to go upon and inspect the Premises at all reasonable times (except in the case of emergencies, Licensor shall give twenty-four (24) hours' notice prior entering to inspect the Premises), and shall have the right to post and keep posted thereon notices as permitted or provided by law or which Licensor may deem to be proper for the protection of Licensor's interest in the Premises. Licensee shall, before the commencement of any work permitted hereunder which might result in any lien, give to Licensor a written notice of its intention to do so in sufficient time to enable Licensor to file and record such notices. Licensor and its representatives shall also have the right to enter the Premises for purposes of exhibiting the Premises to prospective licensees during the last nine (9) months of the License Term.

11. **Surrender of Premises**.

(a) Upon the expiration of the License Term or sooner termination hereof, Licensee shall peaceably surrender the Premises in accordance with the terms of this subsection and in good order and condition, broom clean, excepting only reasonable wear and tear, repair, and fire and other casualty and condemnation which is not Licensee's obligation to repair hereunder. Licensee shall promptly surrender all keys for the Premises to Licensor at the place then fixed for notice to Licensor. If Licensee abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Licensee's property left on the Premises shall be deemed to be abandoned, and, at Licensor's option and unless otherwise provided by law, title shall pass to Licensor under this Agreement as by a bill of sale, and in such case, if Licensor elects to remove all or any part of such Licensee's property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Licensee. Licensee's reimbursement obligation set forth in this Section shall survive termination of this Agreement.

(b) If Licensee fails to surrender the Premises upon the termination or expiration of this Agreement, in addition to any other liabilities to Licensor accruing therefrom, Licensee hereby agrees to indemnify, defend and hold Licensor harmless from any loss or liability resulting from such failure including, but not limited to, any claims made by any succeeding licensee based upon Licensee's failure to surrender and shall be responsible to pay all of Licensor's reasonable attorneys' fees and costs in connection with the same.

12. **Assignment**.

(a) Licensee shall not transfer, assign, sublicense, or enter into any concession agreement with respect to the Premises or this Agreement (each a "Transfer"), without the prior written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion. Any such attempted Transfer without Licensor's prior written consent shall be void and of no force and effect and shall, at Licensor's sole, exclusive, and absolute discretion, entitle Licensor to terminate this Agreement upon written notice to Licensee. Notwithstanding the foregoing, Licensee shall have the right to assign this Agreement, without Licensor's consent and upon written notice to Licensor, to Tappy Hour, a Nevada limited liability company, an entity which Licensee intends to form and of which Licensee will be, at all times that this Agreement is in effect, the majority owner (the "Pre-Approved Transfer").

(b) Licensor shall have the right to transfer or assign this Agreement without Licensee's consent to the City of Las Vegas or to any City of Las Vegas affiliated or related entity. Licensor shall notify Licensee in writing of any such assignment. Licensor's transfer or assignment of this Agreement to any other entity shall be subject to the prior written consent of Licensee, which consent shall not be unreasonably withheld. Any transfer or assignment of this Agreement by Licensor to a non-Affiliated Entity shall be deemed reasonable if such transfer or assignment is in furtherance of Licensor's or the City of Las Vegas' economic and/or development or redevelopment plans.

(c) Each and all of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and except as otherwise specifically provided in this Agreement, their respective heirs, executors, administrators, successors and assigns, subject to all agreements, covenants, and restrictions contained elsewhere in this Agreement with respect to any Licensor-approve Transfer by Licensee.

13. **Licensee Indemnity**. Licensee hereby agrees to protect, indemnify, and hold Licensor, City, and their appointed officials, officers, employees and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which Licensor or City or their elected officials, officers, employees and agents may suffer or which may be sought against or are recovered or obtainable from Licensor or City or their respective elected officials, officers, employees, as a result of, or by reason of, or arising out of or in consequence of the operations of Licensee in the Food Hall and the Premises, whether negligent or otherwise, of Licensee or their officers, employees, agents, contractors and suppliers or anyone who is directly or indirectly employed by, or is acting on behalf of Licensee, and their officers, employees, agents, contractors and suppliers in the performance of this Agreement. Licensee hereby agrees that it will not hold nor attempt to hold Licensor or City or their agents, elected officials, officers and employees liable for and hereby releases Licensor and City and their elected officials, officers, employees and agents from, any and all any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from the use of the Food Hall and Premises by Licensee except with respect to Licensor's, as applicable, and their appointed officials, officers, employees and agents' gross negligence or willful misconduct. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

14. **Licensee's Default**. If Licensee defaults under this Agreement and such default is not cured within ten (10) business days after written notice from Licensor or, if a longer period is reasonably required to cure such default, Licensee is diligently pursuing the cure but such cure must be effectuated within thirty (30) days, Licensor may terminate this Agreement upon written notice to Licensee and pursue any and all legal and equitable remedies available to Licensor against Licensee.

15. **Force Majeure**. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions (not caused by any action or inaction of Licensee), civil commotion, fire or other casualty, and other non-financial causes beyond the reasonable control of the Party obligated to perform (each of the foregoing, a "Force Majeure Delay"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage, except the obligations, once accrued, imposed with regard to the License Fee and other charges to be paid by Licensee or Licensor pursuant to this Agreement shall not be excused. Notwithstanding the foregoing, if Licensee is prohibited from operating its business in the Premises solely due to a governmental order, law, mandate or directive (individually and collectively, a "Governmental Directive"), including without limitation those of Licensor, and such Governmental Directive does not arise because of Licensee's actions or inactions, then the Parties will work together in good faith to address Licensee's impacted operations in the Premises.

16. **Notices; Business Days**.

(a) Wherever in this Agreement it shall be required or permitted that notice, approval, advice, consent or demand be given or served by either Party to this Agreement to or on the other, such notice, approval, advice, consent or demand shall be given or served, and shall not be deemed to have been duly given or served unless, in writing, and (i) forwarded by certified or registered mail, or (ii) by recognized overnight courier service (such as Federal Express) addressed to the parties at the addresses listed below. Delivery of such notice shall be deemed two (2) business days if delivery is made by recognized overnight courier service and five (5) business days if delivery is made by certified or registered mail. Either Party may change such address by written notice sent by certified or registered mail to the other.

If to Licensor:	City of Las Vegas Redevelopment Agency 495 S. Main St., 6th Floor Las Vegas, Nevada 89101 Attention: Director
With a copy to:	City Attorney's Office City of Las Vegas 495 S. Main St., 6th Floor Las Vegas, Nevada 89101 Attention: Assistant City Attorney
If to Licensee:	Michelle and Melvin Runles dba Tap N Ash Social Club 1606 S. Commerce Street Las Vegas, Nevada 89102

(b) Licensee acknowledges that "business days" for Licensor under this Agreement are Monday through Thursday, and specifically exclude Fridays and all Federal, State, and local holidays.

17. **Public Records Act; Conflicts of Interest; Disclosure of Principals**.

(a) Licensee acknowledges that Licensor is subject to the Nevada Public Records Act contained in Chapter 239 of the Nevada Revised Statutes. As a result, Licensor is subject to permit the general public to copy and receive a copy of this Agreement. As a result, Licensor cannot keep this Agreement confidential and may be required to disclose it to the general public.

(b) No member, official or employee of Licensor shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested. Licensee warrants to Licensor that it has not paid or given, and will not pay or give any third party, any money or other consideration for obtaining this Agreement. No member, official or employee of Licensor shall be personally liable to the Licensee in the event of any default or breach by Licensor or for any amount which may become due to Licensee or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of Licensor effective October 1, 1999, Licensee warrants that it has have disclosed, on the Disclosure of Principals form attached hereto as Exhibit E and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Licensee or any principal member of Licensee. During the License Term, Licensee shall notify Licensor in writing of any material change in the above disclosure within fifteen (15) days of any such change.

18. **No Brokers**. Each of Licensor and Licensee represents and warrants that it is not represented by any broker in connection with the transactions contemplated by this Agreement and that there are no claims for brokerage commissions or finder's fees in connection with the execution of this

Agreement. Each of Licensor and Licensee agrees to indemnify the other against and hold it harmless from all liability arising from any such claim including, without limitation, any reasonable attorneys' fees and costs incurred in connection therewith.

19. **<u>WAIVER OF JURY TRIAL; LITIGATION</u>. LICENSOR AND LICENSEE BOTH HEREBY WAIVE THE RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED IN ANY MANNER TO THIS AGREEMENT. PRIOR TO THE FILING OF ANY COMPLAINT IN THE COURT (AS DEFINED HEREIN), THE PARTIES AGREE TO MEET WITHIN TWENTY (20) DAYS OF DISCOVERING SUCH DISPUTE IN AN ATTEMPT TO RESOLVE THE SAME. IF THE DISPUTE IS NOT RESOLVED DURING SUCH TWENTY (20) DAY PERIOD, THEN EACH PARTY SHALL HAVE THE RIGHTS AND REMEDIES AVABILE TO IT UNDER THIS AGREEMENT AND AT LAW AND IN EQUITY. LICENSOR'S REPRESENTATIVE AT ANY SUCH MEETING SHALL BE A REPRESENTATIVE FROM THE CITY MANAGER'S OFFICE OR THE DIRECTOR, DEPUTY DIRECTOR, OR MANAGER OF THE CITY'S ECONOMIC AND URBAN DEVELOPMENT DEPARTMENT.**

20. **<u>Miscellaneous</u>**.

(a) Time is of the essence with respect to the performance of each of the obligations and agreements contained in this Agreement.

(b) The various rights, options, elections, powers and remedies contained in this Agreement shall be construed as cumulative, and no one remedy shall be exclusive of any other remedy, or of any other legal or equitable remedy which either Party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such Party shall not impair its right to any other right or remedy until all obligations imposed upon the other Party have been fully performed.

(c) The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. Any litigation related to this Agreement shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada (the "Court"). The Parties agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

(d) This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart. Signatures transmitted by facsimile or by email in portable document format and signatures electronically signed in accordance with the Uniform Electronic Transaction Act, as adopted in the State of Nevada, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the Parties hereto as if such facsimile were an original executed counterpart. This Agreement includes <u>Exhibit A through Exhibit E</u>, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement and it is effective as of the date of the last signature below (the "Effective Date").

LICENSOR:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body organized and existing under the community development laws of the State of Nevada

By:____

SHELLEY BERKLEY, CHAIR

ATTEST:

____

DR. LUANN D. HOLMES, MMC,
SECRETARY

APPROVED AS TO FORM:

Sandra D. Turner 8-3-26

Deputy City Attorney Date

Sandra D. Turner
Deputy City Attorney

LICENSEE:

By:____

Michelle Runles

Name:______________________________________

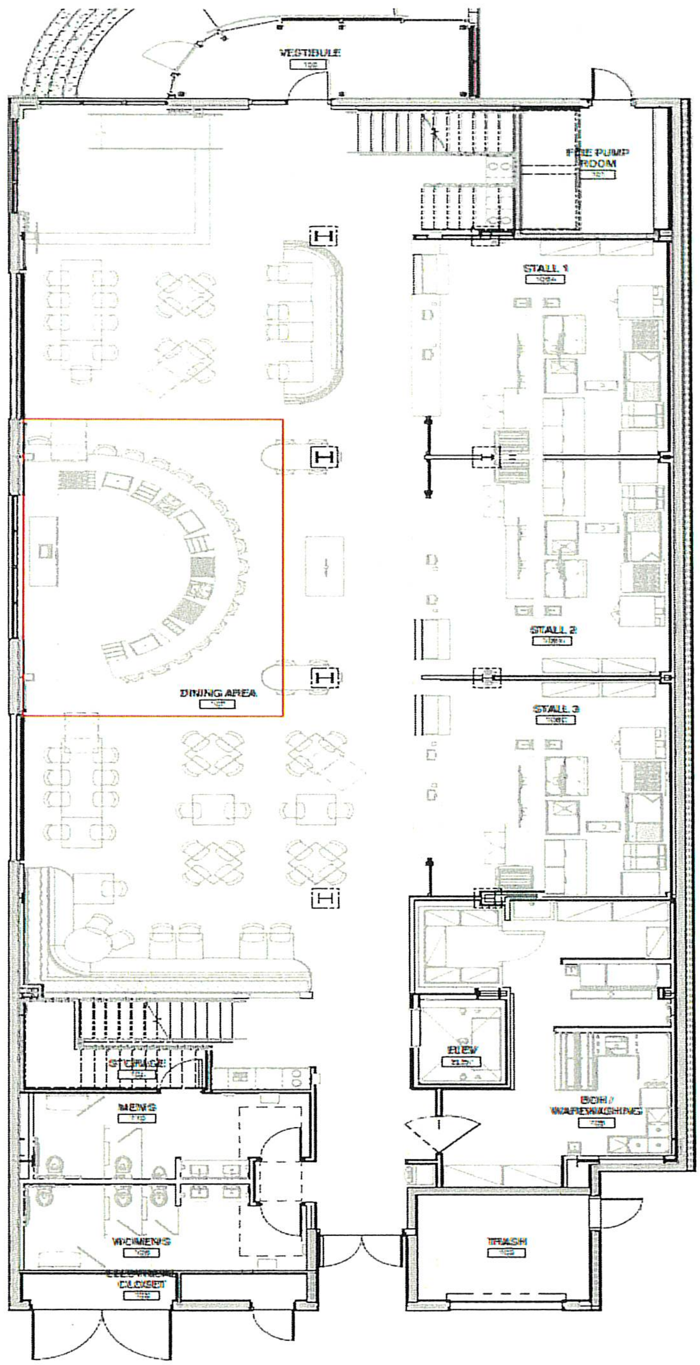
Melvin Runles

EXHIBITS

EXHIBIT A	PREMISES AND STORAGE AREA
EXHIBIT B	LICENSOR'S WORK
EXHIBIT C	LICENSOR INSTALLED SIGNAGE AREA
EXHIBIT D	PARKING AREA
EXHIBIT E	DISCLOSURE OF PRINCIPALS

EXHIBIT A

PREMISES AND STORAGE AREA



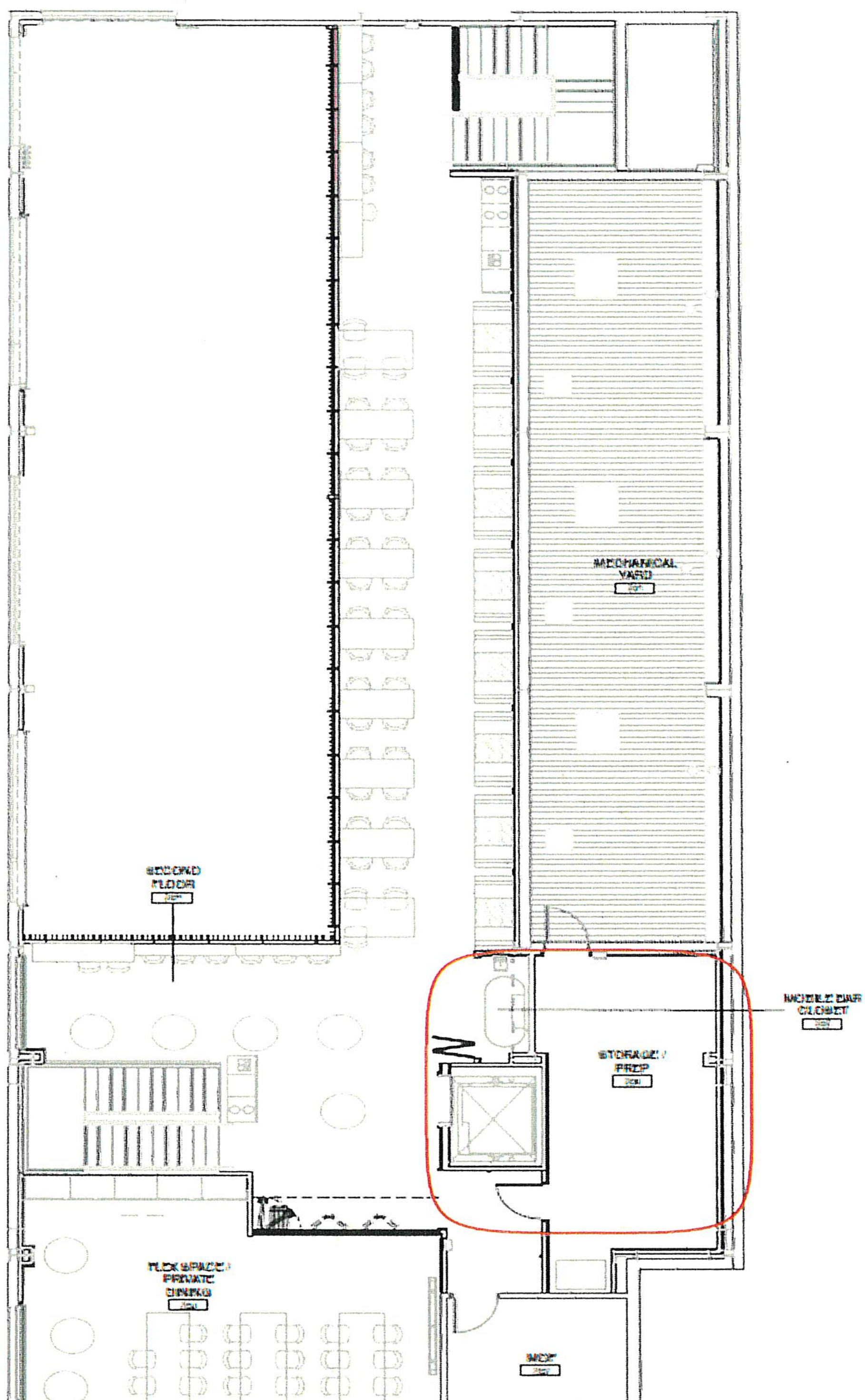

MECHANICAL
YARD
SECOND
FLOOR
MOBILE BAR
CLOSET
STORAGE /
PREP
FLEX SPACE /
PRIVATE
DINING
MDF

EXHIBIT B

LICENSOR'S WORK

(FS4 Licensor Delivery Exhibit — Stall FS4)

1. General; Turn-Key Delivery.

Licensor shall deliver the Premises to Licensee in a fully built-out, turn-key condition, complete with all fixed equipment, fixtures, ventilation, and utility connections described in this Exhibit B installed and in good working order and ready for the Permitted Use (collectively, "Licensor's Work"). The date on which Licensor delivers the Premises to Licensee with Licensor's Work substantially completed shall be the "Delivery Date," as provided in Section 2(c) of the Agreement. Licensor's Work shall be performed in a good and workmanlike manner and in compliance with the Master Lease and all applicable building, fire, health, and accessibility codes. The Premises shall be delivered clean and free of debris (broom-clean).

2. Condition of the Premises (Base Build-Out).

As part of Licensor's Work, the Premises (Stall FS1) shall be delivered with the following base build-out substantially completed:

(a) Floors. Sealed, washable, health-code-compliant flooring (e.g., quarry tile, sealed concrete, or equivalent) with coved base, and floor sink(s)/floor drain(s) as required by the approved stall plan.

(b) Walls & Partitions. Stall demising walls and finishes complete, with washable, non-absorbent wall surfaces (e.g., FRP or equivalent) in food-preparation and warewash areas as required by health code, ready for use.

(c) Ceiling & Lighting. Finished ceiling and code-compliant lighting installed throughout the Premises.

(d) Service Front & Counter. Finished customer-facing service counter, front, and millwork, coordinated with the Food Hall design, and with a signage band/location as shown on Exhibit C (Licensor Installed Signage).

3. Utility Connections.

Licensor shall deliver the Premises with the following utilities brought to and connected within the Premises and functional to the fixed equipment. The cost of power, gas, and water used in the Premises is borne by Licensor as provided in Section 6(d) of the Agreement.

(a) Electrical. Electrical panel and circuits of adequate capacity for the installed equipment, with all convenience and dedicated outlets and all equipment connections installed per code.

(b) Domestic Water. Hot and cold potable water supplied to all sinks and water-using equipment, with shut-off valves and, where required, backflow prevention.

(c) Sanitary Waste & Grease. Sanitary waste and indirect (floor-sink) drainage connected to the Food Hall house plumbing, including connection of grease-bearing fixtures to the Food Hall's shared grease interceptor.

(d) Gas. Where the cook line is gas-fired, gas piping connected to the cooking equipment with shut-off valve, sized per the approved stall plan.

4. Ventilation and Fire Suppression.

Licensor shall deliver the Premises with the kitchen exhaust and make-up air system and the fire suppression system installed, connected, tested, and in good working order, as more particularly described in the equipment schedule in Section 5. The hood exhaust and make-up air are provided as part of, and tie into, the Food Hall's house ventilation system, and the fire suppression system ties into the Food Hall fire alarm.

5. Fixed Equipment Schedule.

Licensor shall deliver and install the following fixed equipment and fixtures in the Premises (the "Fixed Equipment"), each in good working order as of the Delivery Date. The following schedule reflects the equipment for one stall/bay.

Equipment	Qty	Remarks
Exhaust hood (Type I)	1	Refer to exhaust hood drawings
Fire suppression system	1	UL-300; refer to exhaust hood drawings
Double convection oven, gas	1	Mobile
36" 6-burner range w/ convection oven base	1	
36" countertop griddle, gas	1	
24" countertop charbroiler, gas	1	
50 lb. fryer	2	Mobile
60" refrigerated equipment stand	1	Mobile
67" refrigerated pizza prep	1	Mobile
46" refrigerated pizza prep	1	Mobile
Reach-in freezer	1	Mobile
Refrigerated back bar cooler	1	
Work table w/ sink	1	
Hand sink, wall mount	2	Soap & towel dispenser
POS system	2	See note re: "by owner"
Service station	1	By millwork contractor

6. Code Compliance; Permits.

Licensor's Work shall comply with all applicable building, mechanical, plumbing, electrical, fire, and health codes and regulations, including the requirements of the Southern Nevada Health District. Licensor shall, at its sole cost, obtain and pay for all permits, inspections, and approvals required to complete Licensor's Work and to deliver the Premises in a condition approved for its intended food-service use. Licensee shall be responsible for obtaining its own business license, health permit, and any other governmental approvals required for Licensee's operation of the Premises, as provided in the Agreement.

7. Good Working Order; Warranty.

All Fixed Equipment shall be delivered fully serviced, certified, and in good working order as of the Delivery Date. For a period of **[ninety (90) days]** following the Delivery Date, Licensor shall, at its cost, repair or replace any Fixed Equipment that fails to function in good working order due to ordinary use, excluding any failure caused by the negligence or misuse of Licensee or its agents, employees, or contractors. Thereafter, maintenance and repair of the Premises and Fixed Equipment shall be allocated between the Parties as provided in Section 6(e) of the Agreement.

8. Delivery, Inspection, and Acceptance.

On or about the Delivery Date, Licensor and Licensee shall jointly inspect the Premises and prepare a written punch list of any incomplete or defective items of Licensor's Work. Licensor shall complete the punch-list items within **[thirty (30) days]** after the walk-through, or, for items that cannot reasonably be completed within that period, shall promptly commence and diligently pursue completion. Licensee's acceptance of possession shall not be deemed a waiver of Licensor's obligation to complete the punch-list items or of any latent defect in Licensor's Work of which Licensee gives Licensor written notice within **[thirty (30) days]** after Licensee first discovers the same.

9. Shared Food Hall Systems.

The following are provided and maintained by Licensor as shared house systems of the Food Hall and are available to Licensee in common with other stall operators, subject to the Agreement, and are not part of Licensor's Work within the Premises: the Storage Area (including shared refrigerators, sinks, trash receptacles, and storage), common restrooms, common ware-washing/dish room, the shared grease interceptor, common trash bays, and common-area ventilation and utilities. Licensor is responsible for the janitorial and maintenance obligations for these shared systems as provided in Sections 6(c) and 6(e), and provides Tableware as provided in Section 6(b), of the Agreement.

10. Excluded Items (Licensee's Responsibility).

Except for Licensor's Work expressly described in this Exhibit B, all other items necessary for Licensee's operation of the Premises are the responsibility of Licensee, at Licensee's sole cost, including without limitation:

(a) smallwares, utensils, cookware, sheet pans, and other non-fixed kitchen items;

(b) point-of-sale hardware and software, tablets, printers, and payment devices (Licensor provides the register stand/millwork only; note the POS system is shown as "by owner" on the equipment plan — see Section 5(a));

(c) small countertop appliances and specialty equipment not listed in Section 5;

(d) initial and ongoing food, beverage, packaging, and supply inventory;

(e) menu content, menu-board graphics, and any signage or décor beyond Licensor Installed Signage (Exhibit C) and Licensee's trade dress;

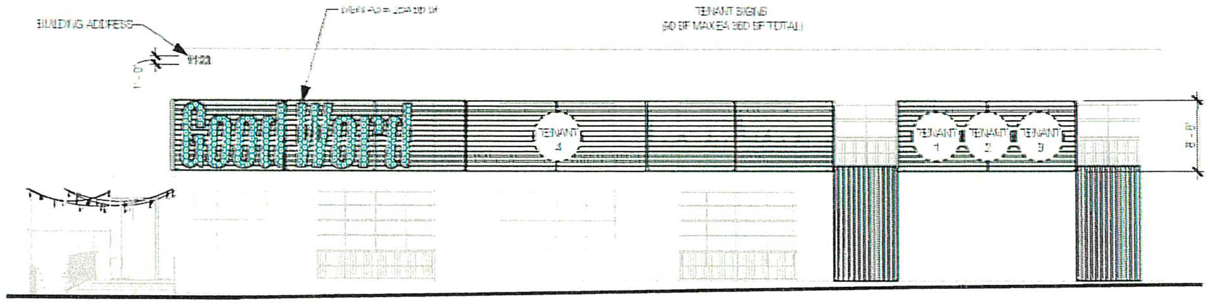
(f) telephone, internet/data, and merchant services, to the extent not provided as a Food Hall house service; and

(g) all business licenses, health permits, and governmental approvals required for Licensee's operations.

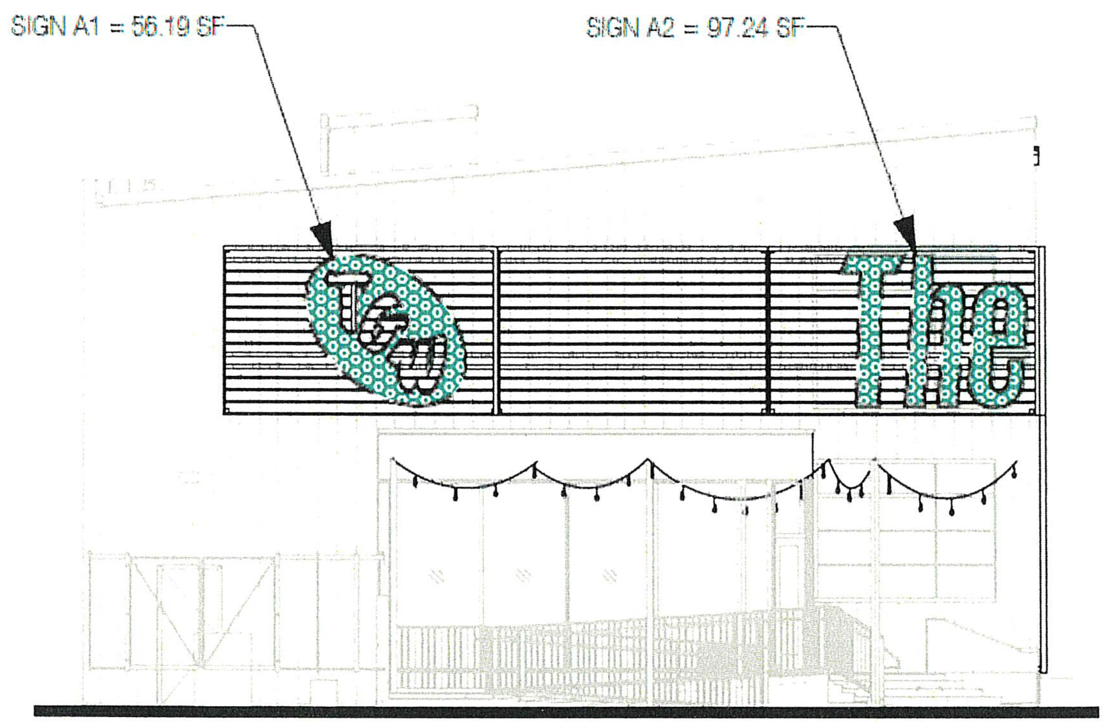
EXHIBIT C

LICENSOR INSTALLED SIGNAGE

(2 pages including this page)



WEST ELEVATION
SCALE: 1/16" = 12"



NORTH ELEVATION
SCALE: 1/16" = 12"

SIGNAGE TABULATION

TENANT SIGN	TOTAL BUILDING AREA	20% ALLOWABLE SIGN AREA
NORTH	1,380 SF	1,380 X 0.20 = 276 SF
	SIGN A1	56.19 SF
	SIGN A2	133.24 SF
		189<276 SF
WEST	3,484 SF	3,484 X 0.20 = 696.8 SF
	SIGN A3	255 SF
	SIGN A1	56.19 SF
	TENANT SIGNS (90 SF EA X 4)	360 SF
		672<697 SF

Licensee' Interior Signage

24" Ø (24" Diameter)

2 Feet

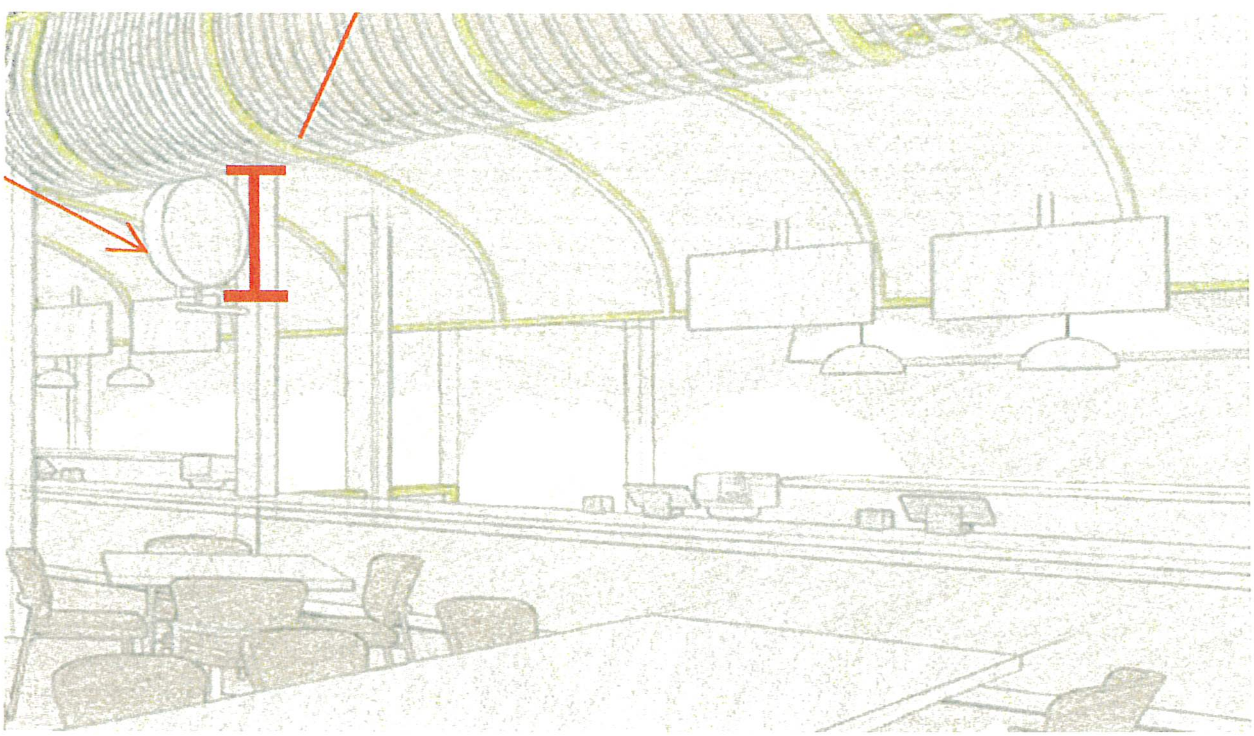


EXHIBIT D

PARKING AREA

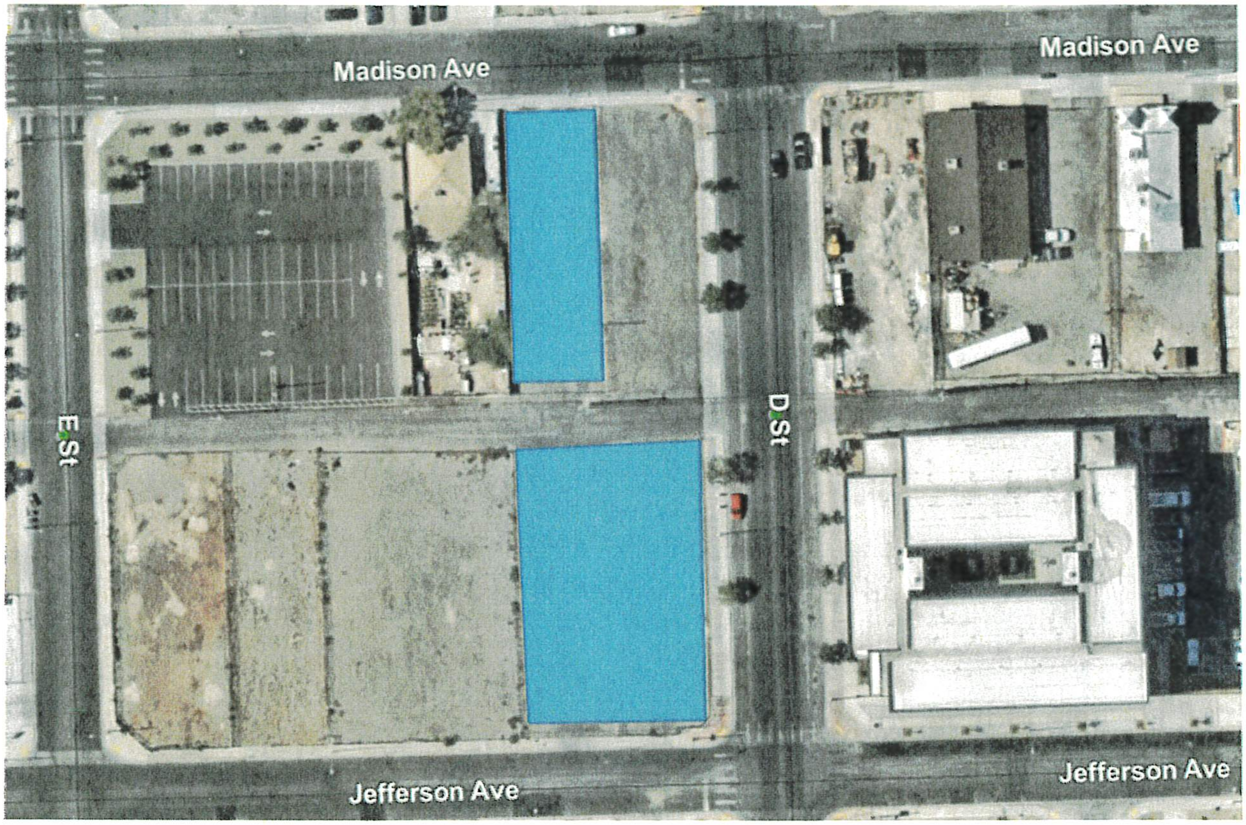


EXHIBIT E

DISCLOSURE OF PRINCIPALS

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"*City*" means the City of Las Vegas.

"*City Council*" means the governing body of the City of Las Vegas.

"*Contracting Entity*" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"*Principal*" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation, but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. **Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. **Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. **Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
Name	BADD ASH GROUP LLC
Address	1606 South Commerce,
	Las Vegas, NV 89102
Telephone	702-806-4357
EIN or DUNS	85-3427806

Block 2	Description
	Bar Operator at The Good Word Social Club

Block 3	Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Melvin Runles	1606 South Commerce, LV NV 89102	7025440674
2.	Michelle Runles	1606 South Commerce, LV, NV 89102	7028064357
3.			
4.			
5.			
6.			
7.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: ______________________________

Date of Attached Document: ______________________ Number of Pages: ________________

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

State of Nevada
County of Clark

Name Michelle Runles

Date 6/15/2026

Subscribed and sworn to before me this 15 day of

June ~~2025~~ 2026 mpd by Michelle Denise Rules

Marcia Durso

Notary Public

MARCIA DURSO
Notary Public, State of Nevada
Appointment No. 19-3725-01
My Appt. Expires Jan 22, 2027