RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VISUAL IMPROVEMENT AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY"), EAST FREMONT HOLDINGS, LLC ("OWNER"), AND 6TH AND MONKEY LLC ("CVIP PARTICIPANT") TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE AGENCY

WHEREAS, 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; on April 11, 1992, by Ordinance 3637; on November 4, 1996, by Ordinance 4036; on December 17, 2003, by Ordinance 5652; 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 for Redevelopment Area 1"); and

WHEREAS, the Agency adopted on August 15, 2012, that plan of redevelopment entitled, to-wit: the City of Las Vegas Redevelopment Plan for Redevelopment Area 2 pursuant to Ordinance 6205, which redevelopment plan has been subsequently amended on September 21, 2016 by Ordinance 6549 (the "Redevelopment Plan for Redevelopment Area 2"); and

WHEREAS, the Agency adopted on August 19, 2026, that plan of redevelopment entitled, to-wit: the City of Las Vegas Redevelopment Plan for Redevelopment Area 3 pursuant to Ordinance 6965 (the "Redevelopment Plan for Redevelopment Area 3" which, together with the Redevelopment Plan for Redevelopment Area 1 and the Redevelopment Plan for Redevelopment Area 2, are collectively referred to herein as 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, on September 1, 2004, the Agency authorized the creation and funding of the Commercial Visual Improvement Program (the "CVIP") in order to provide funding to owners and tenants of commercial properties located within the Redevelopment Area for the purpose of making improvements

to the exteriors of such commercial properties and/or for the development of vacant parcels with new commercial building(s); and

WHEREAS, on October 20, 2004, the Agency approved the form of agreement for the CVIP, the CVIP Affidavit, and the CVIP Manual ; and

WHEREAS, on January 21, 2026, the Agency approved certain proposed changes to the CVIP and the form of agreement for the CVIP; and

WHEREAS, Owner is the owner of real property and improvements located at 100 S. 6th Street, Las Vegas, Nevada, and which parcel is commonly known as APN 139-34-611-017 (the "Property") and is undertaking certain exterior improvements to the Property in accordance with the Agreement; and

WHEREAS, APN 139-34-611-017 also contains the addresses of 523 and 525 Fremont Street, Las Vegas, Nevada, which are not part of the Agreement; and

WHEREAS, CVIP Participant is the tenant of the Property and is undertaking certain exterior improvements to the Property in accordance with the Agreement; and

WHEREAS, the Governing Board of the Agency has considered the findings that no other reasonable means of financing the buildings, facilities or structures or other improvements on the Property are available; and

WHEREAS, the Governing Board of the Agency has considered the findings that the construction of said improvements to the Property are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Property is located; and

WHEREAS, the Governing Body of the Agency has determined that the Agreement (attached hereto as Exhibit A), which provides for the contribution of funds to CVIP Participant for making physical, visual improvements to the building(s) on the Property, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the

Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and each of the Chairperson of the Governing Board of the Agency and the Executive Director of the Agency is hereby authorized to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and Agreement was passed, adopted and approved this _____ day of _____, 202_.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

BY _____
SHELLEY BERKLEY, Chair

ATTEST:

_____
Acting Secretary

APPROVED AS TO FORM

Sandra D. Turner 11-10-26
Deputy City Attorney Date

Sandra D. Turner
Deputy City Attorney

EXHIBIT A

COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

TENANT/OWNER

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this day of _____, 202_, by and among the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency"), EAST FREMONT HOLDINGS LLC, a Nevada limited liability company (hereinafter referred to as the "Owner"), and 6TH AND MONKEY LLC, a Nevada limited liability company (hereinafter referred to as the "Tenant").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment, in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (as defined herein) for the City of Las Vegas Redevelopment Areas 1 and 2 (collectively, the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire a nonexclusive easement in gross on and upon the exterior walls of the building(s) (the "Façade Easement"), and to enter into a location maintenance agreement for the Façade Easement Area, as defined therein, (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Property", attached hereto as Attachment "1" and incorporated herein (the "Property"), subject to the Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference, a copy of which the Agency provided to the Tenant. The Façade Easement shall be substantially in the form attached hereto as Attachment "4" and the Building Façade Maintenance Agreement shall be in substantially the form attached hereto as Attachment "5". The Property is located within or is contiguous to the boundaries of the Redevelopment Area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any the cost (the "Exterior Improvements Funds") to construct any pre-approved qualified exterior improvements ("Exterior Improvements"), up to a minimum of Ten Thousand and 00/100 Dollars ($10,000.00) and a of maximum of Fifty Thousand and 00/100 Dollars ($50,000.00), and, subject to Section 4 below, the Tenant has provided at least a two hundred percent (200%) matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and that such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and Tenant desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided its consent to the proposed Exterior Improvements on the Property, as evidenced by the "VIP Real Property Owner Consent", attached hereto as "Attachment "9", and incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, the Owner and the Tenant do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan for the Downtown Las Vegas Redevelopment Agency, which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as subsequently amended, and the Redevelopment Plan for Redevelopment Area 2, which the City Council of the City of Las Vegas adopted on August 15, 2012 by Ordinance No. 6205, as subsequently amended (collectively, the "Redevelopment Plan") by contributing funds to the Property. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. Owner is East Fremont Holdings LLC, a Nevada limited liability company. Owner's principal office is located at 3790 Paradise Road, Suite 250, Las Vegas, Nevada, 89169. Tenant is 6th and Monkey LLC, a Nevada limited liability company. Tenant's principal office is located at 100 South 6th Street, Las Vegas, Nevada 89101.

The Owner hereby warrants that it is the owner of the building(s) where the Project (as defined herein) is located as of the Effective Date (as defined herein) of this Agreement. Such proof of ownership is demonstrated by the Proof of Ownership, which is attached hereto as Attachment "2" and incorporated herein by reference.

The Tenant warrants that it has a valid and binding leasehold interest for five (5) years successive to the Effective Date (as defined herein) of this Agreement in the Property (as defined herein). Such leasehold interest is demonstrated by the Proof of Leasehold Interest, which is attached hereto as Attachment "3". "Owner" and "Tenant", as used in this Agreement, include not only the Owner and Tenant but also any assignee of, or successor to, each of their rights, powers and responsibilities. The Agency, Owner and Tenant individually may be referred to as a "party" or collectively as the "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey, and the Agency agrees to acquire and accept, conveyance of the Façade Easement on and upon that certain area described in Exhibit A of the Façade Easement (the "Façade Easement Area"), subject to the following conditions:

a. The purchase price for the Façade Easement shall be an equal to the Exterior

Improvement Funds.

b. Only Exterior Improvements which are substantial in character will be eligible for reimbursement by the Agency. As determined and approved by the Agency, "substantial improvements" may include, without limitation, painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. The addition, improvement, replacement, rehabilitation or restoration of exterior signage does not constitute a substantial improvement, unless such addition, improvement, replacement, rehabilitation, or restoration is one component of a project that has been otherwise approved by the Agency. All Exterior Improvements must be visible from the public right-of-way. Newly constructed buildings which have been completed within twelve (12) months of the Tenant's or the Owner's application are not eligible.

c. The Owner and/or Tenant, as applicable, shall have provided Agency with all the documents required for participation in the Commercial VIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Façade and a Building Façade Maintenance Agreement.

d. The final total of the Exterior Improvement Funds will be determined by the Agency, and the Agency shall pay the Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by the Tenant for the Qualified Exterior Improvements, and inspection and approval of such Exterior Improvements, in accordance with the CVIP Guidelines.

e. Agency shall cause the Façade Easement and the Building Façade Maintenance Agreement to be recorded against the Property in the official records of the Clark County, Nevada Recorder's Office promptly after completion of the Exterior Improvements and upon payment of the Exterior Improvement Funds by the Agency to the Tenant. The Façade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

f. The Owner and/or the Tenant, as applicable, hereby agree to maintain the Property, including without limitation the Façade Easement Area and the Exterior Improvements, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement. The Owner and the Tenant agree that all material future changes to the exterior surfacing of the building(s) on the Property, including the Façade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of the Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Façade Easement is recorded against the Property. The Owner and/or the Tenant, as applicable, shall be in default of this Agreement if the Owner and/or the Tenant breach any of the obligations under this Section 3 the Building Façade Maintenance Agreement.

g. The Agency shall not use or exercise any right granted by the Façade Easement or do

anything in a manner that will damage or impair the Façade Easement Area or any structural integrity of the building on the Property.

SECTION 4: TARGETED AREA UPGRADES. If the Property is located within that portion of the Historic Westside area, bounded by West Owens Avenue to the north, West Bonanza Road to the south, Interstate 15 to the east and North Martin Luther King Boulevard to the west (the "Targeted Area"), then the Tenant will not be required to provide a matching cash contribution to the Agency's participation. All other eligibility requirements of the Commercial VIP and all other terms and conditions of this Agreement are applicable to the Project (as defined herein).

SECTION 5: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Façade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term") shall commence upon recordation of the Façade Easement and shall continue until the termination of the Façade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Façade Easement in an amount equal to the unamortized portion of the Exterior Improvement Funds amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of the Façade Easement (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay all title, escrow and closing costs and fees associated with the repurchase of the Façade Easement. The Owner shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Façade Easement to be recorded on the Property

SECTION 6: IMPROVEMENTS TO THE PROPERTY AND PROJECT BUDGET.
The Tenant shall make the Exterior Improvements to the Property, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment "6" and incorporated herein by reference. The Scope of Work and Tentative Schedule of Improvements shall provide a line-item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of the Effective Date of this Agreement by the Agency, the Tenant agrees to commence, or cause the commencement of, construction of the Exterior Improvements, including the Façade Easement Area, pursuant to the plans and other documents submitted by the Owner and/or the Tenant and approved by Agency in accordance with the CVIP Guidelines. The Tenant shall complete the Exterior Improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the Exterior Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the Property also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Property, provided that the Agency gives the Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Property, except in the event of an

emergency. The Tenant agrees that Agency has agreed to enter into this Agreement in reliance upon the Tenant's strict agreement to commence and complete the Exterior Improvements by the required dates in this Section 6 and any failure of the Tenant to commence and complete the Exterior Improvements by such required dates will be a material default of the Tenant under this Agreement giving the Agency the right to immediately terminate this Agreement.

SECTION 7: CONTRACTOR SELECTION REQUIREMENTS. If the cost to construct the Exterior Improvements is anticipated to exceed Ten Thousand and 00/100 Dollars ($10,000), then the Tenant, in compliance with NRS 279.498, must obtain three (3) or more competitive bids from properly licensed contractors in the State of Nevada. If the Tenant is unable to obtain three (3) or more competitive bids, the Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas (the "Zoning Code"), the Building Code of the City of Las Vegas (the "Building Code"), the Fire Code of the City of Las Vegas (the "Fire Code"), and all other applicable laws, rules and/or regulations. Additional development standards may apply depending on the specific location of the Property. The Tenant is required to obtain any permits, entitlements, or other approvals that are required pursuant to the Zoning Code, the Building Code, the Fire Code or any other development standards as may be determined by the Agency and the City of Las Vegas (the "City"). The Tenant acknowledges that approval of the Exterior Improvements Funds for the Project, pursuant to the terms of this Agreement, does not guarantee that the Tenant will be eligible to obtain all necessary governmental approvals. The Tenant shall be responsible for any and all costs associated with obtaining the required approvals.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Tenant fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Tenant or the Owner from undertaking any other work in or about the Property which is unrelated to the Commercial VIP and the improvements contemplated by this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project, as contemplated by this Agreement, complies with the CVIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for its construction, installation or operation the use of qualified and trained labor; or

7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements in the Redevelopment Area.

The Tenant shall comply with the City of Las Vegas Redevelopment Agency Employment Plan, latest edition (the "City Employment Plan") on file with the Agency. Pursuant to the City Employment Plan, the Tenant agrees to adhere to and use its best efforts to satisfy the following goals:

a) Fifteen percent (15%) of employees are full-time residents within the Agency's Redevelopment Area, Southern Nevada Enterprise Community boundary, or an area eligible for a Community Development Block Grant.
b) Fifteen percent (15%) of employees are members of racial minorities, women, disabled, economically disadvantaged, or veterans (aspirational goal).

The Agency agrees that the failure of the Tenant to meet the employment goals set forth in this Section 11 shall not constitute a default under this Agreement pursuant to Section 12 below but shall only affect the payment of the Exterior Improvement Funds as set forth in Attachment "4".

The Tenant agrees to submit employment reports to the Agency for verification of compliance with Section 11. Ten percent (10%) of the Exterior Improvement Funds shall be withheld until the Tenant has been deemed to be in compliance with this Section 11.

Pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "8" and incorporated herein by reference (the "Employment Plan"), the Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender, and that the Tenant would not otherwise undertake the full set of improvements contemplated in the Agreement.

The Tenant and the Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Property provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency 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 personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and the Tenant warrant that they have 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 the Agency shall be personally liable to the Owner and/or the Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or the Tenant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing

board of the Agency and Resolution R-79-99 and R-105-99 adopted by the City Council of the City of Las Vegas, the Owner and the Tenant warrant that they have disclosed, on the Disclosure of Principals forms attached hereto as Attachment "7-A" and Attachment "7-B" and incorporated herein by reference, all persons and entities holding more than one percent (1%) interest in the Owner and the Tenant or any principal member of the Owner and the Tenant. Throughout the term hereof, the Owner and/or the Tenant, as applicable, shall notify the Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Each of the Tenant's or the Owner's failure or delay to perform any term or provision of this Agreement shall constitute a default. Upon any default, the Agency may terminate this Agreement upon written notice to the Tenant and the Owner without any cure right. If the Agency terminates this Agreement for any reason, including a default, then (i) any obligation of the Agency to the Owner to acquire the Façade Easement shall terminate and be null and void and (ii) the Tenant agrees to return any and all Agency funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. If the Tenant and/or the Owner defaults, the Agency may institute legal action to cure the default including the cost to cure with no test for reasonableness of costs, to correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement including specific performance. The Agency shall have no liability to the Owner or the Tenant upon termination for default. Under no circumstances may the Agency's liability under this Agreement exceed the amount of the Exterior Improvement Funds.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director or Chair of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency:

City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attn: Economic and Urban Development

With a copy to:	City of Las Vegas 495 S. Main Street, 6th Floor Las Vegas, Nevada 89101 Attn: City Attorney's Office
If to the Owner:	East Fremont Holdings LLC 3790 Paradise Rd, Ste 250 Las Vegas, Nevada 89169 Attn: Sean Thueson
If to the Tenant:	6th and Monkey LLC 100 S. 6th Street Las Vegas, Nevada 89101 Attn: Lina Valechaite

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement may be executed in three duplicate originals, each of which will be deemed to be an original. This Agreement includes Attachment "1" through Attachment "9" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency, the Owner, and the Tenant, and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of the Agency, the Owner and the Tenant.

SECTION 21: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 22: TIME FOR THE AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 202_ by the Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

SIGNATURE BLOCKS ON THE NEXT PAGE

Date of Agency Approval:

_____, 202_

AGENCY:

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:

_____
Name: _____
Acting Secretary

APPROVED AS TO FORM:

_____ 11-10-26
Counsel to the Agency Date

Sandra D. Turner
Deputy City Attorney

OWNER:

EAST FREMONT HOLDINGS LLC,
a Nevada limited liability company

By: _____
Name: Sean Thueson
Its: Executive Vice President and General
Counsel

TENANT:

6TH AND MONKEY LLC,
a Nevada limited liability company

By: _____
Name: Lina Valeckaite
Its: Director of Finance

LIST OF ATTACHMENTS

ATTACHMENT "1"	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	PROOF OF LEASEHOLD INTEREST ATTACHMENT "4"
	FORM OF FAÇADE EASEMENT ATTACHMENT "5"
	FORM OF BUILDING FAÇADE MAINTENANCE
	AGREEMENT
ATTACHMENT "6"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "7-A"	DISCLOSURE OF OWNERSHIP/PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7-B"	DISCLOSURE OF OWNERSHIP/PRINCIPALS – BUSINESS
ATTACHMENT "8"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "9"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT "1"

LEGAL DESCRIPTION OF THE PROPERTY

LOTS TEN (10), ELEVEN (11) AND TWELEVE (12) IN BLOCK THREE (3) OF HAWKINS ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 40 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN: 139-34-611-017, containing addresses 523 & 525 Fremont Street and 100 S. 6th Street, Las Vegas, Nevada. The improvements under the Agreement pertain to 100 S. 6th Street, Las Vegas, Nevada.

ATTACHMENT "2"

PROOF OF OWNERSHIP

(SEE FOLLOWING 10 PAGES)

Inst #: 20240229-0000050
Fees: $42.00
RPTT: $0.00 Ex #: 003
02/29/2024 07:06:14 AM
Receipt #: 5516828
Requestor:
First American Title Insu
Recorded By: COJ Pgs: 10
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

A.P.N.: 139-34-601-016 and 139-34-611-017

File No: NCS-1203630-HHLV

Recording Requested by:
First American Title Insurance Company National Commercial Services

When Recorded Mail To:
EAST FREMONT HOLDINGS LLC
3790 PARADISE RD., SUITE 250
LAS VEGAS, NV 89169

GRANT, BARGAIN AND SALE DEED

******THIS DEED IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION ON THE DEED RECORDED IN BOOK 20240220 AS DOCUMENT NO. 1718******

This page added to provide additional information required by NRS 111.312 Section 1-2

This cover page must be typed or printed clearly in black ink only.

Inst #: 20240220-0001718
Fees: $42.00
RPTT: $56100.00 Ex #:
02/20/2024 02:33:27 PM
Receipt #: 5508468
Requestor:
First American Title Insu
Recorded By: KVHO Pgs: 7
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APNs: 139-34-601-016 and 139-34-611-017

Recording requested by
and when recorded mail to and
mail property tax statements to:

East Fremont Holdings LLC
3790 Paradise Rd., Suite 250
Las Vegas, NV 89169
Attn: Scan D. Thueson

1203630

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt whereof is hereby acknowledged, T-BREO II, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, bargain, sell and convey to EAST FREMONT HOLDINGS LLC, a Nevada limited liability company, with an address of 3790 Paradise Rd., Suite 250, Las Vegas, NV 89169 ("Grantee"), all that real property situated in the County of Clark, State of Nevada, which is described on Attachment A attached hereto and made a part hereof (the "Property"), together with all right, title and interest of Seller in and to all buildings or improvements thereon and all rights, benefits, privileges and appurtenances pertaining thereto.

SUBJECT ONLY TO current taxes; patent reservations; and all covenants, conditions, restrictions, reservations, easements and declarations or other matters of record.

IN WITNESS WHEREOF, the undersigned has executed this Grant, Bargain and Sale Deed as of the date written below to be effective as of the 20 day of FEB., 2024.

GRANTOR:

T-BREO II, LLC, a Delaware limited liability company

By: _____

Name: Itrat Sayeed

Its: Vice President

STATE OF New York
COUNTY OF New York

This instrument was acknowledged before me on February 13th, 2024, by Itrat Sayeed as Vice President of T-Breo II, LLC, a Delaware limited liability company.

(Seal if any)

_____
(Signature of Notarial Officer)

TANYA E HOOPER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6283257
Qualified in New York County
My Commission Expires 06-03-2025

APN: 139-34-601-016

Exhibit 'A'

Explanation:
This legal description describes a metes and bounds for APN: 139-34-601-016

Legal Description:
Being Lot 8 and Lot 9, Block 3 of that certain final map entitled "Hawkins Addition to the City of Las Vegas" recorded in Book 1, Page 40 of Plats in the Office of the Clark County, Nevada Recorder's, situated in the Northeast Quarter (NE 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada more particularly described as follows:

Commencing at the centerline intersection of 6th Street & Fremont Street as dedicated per said Book 1, Page 40 of Plats;
Thence along the centerline of said Fremont Street, North 61°57'03" West, 115.02 feet;
Thence departing said line, South 28°00'56" West, 40.00 feet to the most easterly corner of said Lot 9, being the **Point of Beginning**;
Thence along the southeasterly line thereof, South 28°00'56" West, 129.97 feet to the most southerly corner of said Lot 9;
Thence along the southwesterly line of said Lot 9 and said Lot 8, North 61°57'16" West, 50.01 feet to the most westerly corner of said Lot 8;
Thence along the northwesterly line thereof, North 28°01'03" East, 129.97 feet to the most northerly corner of said Lot 8, being on the southwesterly right-of-way line of said Fremont Street;
Thence along said line, South 61°57'03" East, 50.01 feet to the **Point of Beginning**.

Said parcel contains 6,500 square feet, more or less.

Basis of Bearings
South 61°57'03" East, being the bearing of the centerline of Fremont Street between Las Vegas Boulevard and Sixth Street as per map recorded in File 212, Page 3 of surveys in the Office of the Clark County, Nevada Recorder's.

End of description

Terry L. Hamblet, PLS
Professional Land Surveyor
Nevada License No. 11828



2/09/2024

APN: 139-34-601-016

Exhibit 'A'

Explanation:
This legal description describes a metes and bounds for APN: 139-34-601-016

Legal Description:
Being Lot 8 and Lot 9, Block 3 of that certain final map entitled "Hawkins Addition to the City of Las Vegas" recorded in Book 1, Page 40 of Plats in the Office of the Clark County, Nevada Recorder's, situated in the Northeast Quarter (NE 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada more particularly described as follows:

Commencing at the centerline intersection of 6th Street & Fremont Street as dedicated per said Book 1, Page 40 of Plats;
Thence along the centerline of said Fremont Street, North 61°57'03" West, 115.02 feet;
Thence departing said line, South 28°00'56" West, 40.00 feet to the most easterly corner of said Lot 9, being the **Point of Beginning**;
Thence along the southeasterly line thereof, South 28°00'56" West, 129.97 feet to the most southerly corner of said Lot 9;
Thence along the southwesterly line of said Lot 9 and said Lot 8, North 61°57'16" West, 50.01 feet to the most westerly corner of said Lot 8;
Thence along the northwesterly line thereof, North 28°01'03" East, 129.97 feet to the most northerly corner of said Lot 8, being on the southwesterly right-of-way line of said Fremont Street;
Thence along said line, South 61°57'03" East, 50.01 feet to the **Point of Beginning**.

Said parcel contains 6,500 square feet, more or less.

Basis of Bearings
South 61°57'03" East, being the bearing of the centerline of Fremont Street between Las Vegas Boulevard and Sixth Street as per map recorded in File 212, Page 3 of surveys in the Office of the Clark County, Nevada Recorder's.

End of description

Terry L. Hamblet, PLS
Professional Land Surveyor
Nevada License No. 11828

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
TERRY L. HAMBLET
EXP: 06/30/25
No. 11828

• 3283 E. Warm Springs Road • Suite 300 • Las Vegas, Nevada • 89120 •
• Phone: (702) 586-9298 • www.actus-nv.com •

EXHIBIT 'A'

File No.: NCS-1203630-HHLV (KR)

Property: 517 and 525 Fremont Street, Las Vegas, NV 89101

139-34-611-017

LOTS TEN (10), ELEVEN (11) AND TWELVE (12) IN BLOCK THREE (3) OF HAWKINS ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 40 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 139-34-601-016
   b. 139-34-611-017
   c. _____
   d. _____
2. Type of Property:
   a. ☐ Vacant Land b. ☐ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☒ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other _____

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $ 11,000,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) ($)
   c. Transfer Tax Value: $ 11,000,000.00
   d. Real Property Transfer Tax Due $ 56,100.00

4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being Transferred: ____%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature See attached signature page Capacity: _____

Signature See attached signature page Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: T-Breo II, LLC	Print Name: East Fremont Holdings LLC
Address: 1500 Broadway, 24th Floor	Address: 3790 Paradise Rd., Suite 250
City: New York	City: Las Vegas
State: NY Zip: 10036	State: NV Zip: 89169

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: FIRST AMERICAN TITLE Escrow # 1203630
Address: 8311 W SUNSET #100
City: LAS VEGAS State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

SIGNATURE PAGE TO DECLARATION OF VALUE

GRANTOR:

T-Breo II, LLC,
a Delaware limited liability company

By: _____
Name: Itrat Sayeed
Title: Vice President

(Signatures continue on following page)

Not Official Copy

GRANTEE:

East Fremont Holdings LLC,
a Nevada limited liability company

By: The Siegel Group Nevada, Inc.,
a Nevada corporation
Its: Manager

By: _____
Name: Sean D. Thueson
Title: Executive Vice President and
General Counsel

Not Official Document

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) 139-34-601-016
   b) 139-34-611-017
   c) _____
   d) _____

2. Type of Property
   a) ☐ Vacant Land b) ☐ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg. f) ☒ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other _____

   FOR RECORDERS OPTIONAL USE ONLY
   Book ____ Page: ____
   Date of Recording: ____
   Notes: ____

3. a) Total Value/Sales Price of Property: $ _____
   b) Deed in Lieu of Foreclosure Only (value of property) ($ _____)
   c) Transfer Tax Value: $ _____
   d) Real Property Transfer Tax Due $ _____

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per 375.090, Section: 3
   b. Explain reason for exemption: RE-RECORD TO CORRECT LEGAL ON DEED RECORDED 20240220-1718

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: Agent

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: T-BREO II, LLC	Print Name: East Fremont Holdings LLC
Address: 517 and 525 Fremont Street	Address: 3790 Paradise Rd, Ste 250
City: Las Vegas	City: Las Vegas
State: NV Zip: 89101	State: NV Zip: 89169

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: First American Title Insurance Company National Commercial Services
File Number: NCS-1203630-HHLV KR/ KR
Address 8311 W. Sunset Road, Suite 100
City: Las Vegas State: NV Zip: 89113

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ATTACHMENT "3"

PROOF OF LEASEHOLD INTEREST

Copy of Lease By and Between

East Fremont Holding LLC (Lessor)

and

6th and Monkey LLC (Lessee)

is on file with the City of Las Vegas Redevelopment Agency

ATTACHMENT "4"
FORM OF FAÇADE EASEMENT

APN: 139-34-611-017

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FAÇADE EASEMENT AGREEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, this FAÇADE EASEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 202_, whereby EAST FREMONT HOLDING LLC, a Nevada limited liability company ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, organized and existing under the community development laws of the State of Nevada ("Grantee"), a nonexclusive façade easement in gross (the "Façade Easement") on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The location of the Façade Easement is described in Exhibit B attached hereto and incorporated herein by this reference (the "Façade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for Redevelopment Area in the City of Las Vegas. In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement, dated _____ (the "CVIP Agreement") which requires Grantor to improve the façade(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's CVIP Guidelines. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the CVIP Agreement.

2. Grantor shall maintain the Property and the Façade Easement Area in accordance with this Agreement and the Building Façade Maintenance Agreement which has been recorded against the Property by separate instrument, and the CVIP Agreement. Grantor agrees that all material future changes to the exterior surface of the façades of the building that have been improved on the Property shall be subject to the approval of Grantee, which approval shall not be unreasonably withheld.

3. Grantee may use the Façade Easement for the purpose of ensuring the repair and maintenance of the Façade Easement Area, including the Exterior Improvements to be constructed thereon, in accordance with the CVIP Agreement and this Agreement.

4. The grant of the Façade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Exterior Improvements located on and within the Façade Easement Area.

5. Grantor covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through it, him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted thereunder or do anything in a manner that will damage or impair the Façade Easement Area or the structural integrity of the building(s) of which the Exterior Improvements are a part.

7. In the event of a violation of this Agreement by Grantor, Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Exterior Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with this Agreement, the CVIP Agreement, and the Building Façade Maintenance Agreement.

8. The Façade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Agreement in the official records of the Clark County, Nevada Recorder's Office.

9. Grantor shall have the option to repurchase the Façade Easement granted herein (the "Option") from Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence upon recordation of this Agreement and shall continue until five (5) years from the date of the recordation of this Agreement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that Grantor wishes to exercise the Option.

b. Repurchase Price. If Grantor exercises the Option, as provided herein, Grantee agrees to sell and Grantor agrees to repurchase the Façade Easement for an

amount equal to the unamortized portion of purchase price for the Exterior Improvements as set forth in the CVIP Agreement and the amortization schedule in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Façade Easement. Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Agreement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and shall run with the land.

11. The provisions of this Agreement may be amended or terminated in full only by a written agreement between Grantor and Grantee. As to Grantee, any such amendment may be executed by the Chair or Executive Director of Grantee.

12. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Agreement that the Façade Easement shall be strictly limited to and for the purposes expressed in this Agreement.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

[SIGNATURES AND ACKNOLWEDGMENTS ON FOLLOWING 2 PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of this _____day of _____, 202_

GRANTOR:

EAST FREMONT HOLDINGS LLC,
a Nevada limited liability company

By:_____
Name: Sean Thueson
Its: Executive Vice President and General Counsel

GRANTEE:

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

By: _____
SHELLEY BERKLEY
Chair

ATTEST:

_____

Name: _____
Acting Secretary

APPROVED AS TO FORM

_____

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 202_, by Sean Thueson as Executive Vice President and General Counsel of East Fremont Holdings LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 202_, by Shelley Berkley as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS TEN (10), ELEVEN (11) AND TWELEVE (12) IN BLOCK THREE (3) OF HAWKINS ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 40 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN: 139-34-611-017, containing addresses 523 & 525 Fremont Street and 100 S. 6th Street, Las Vegas, Nevada. The improvements under the Agreement pertain to 100 S. 6th Street, Las Vegas, Nevada.

EXHIBIT B

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Façade Easement Area: The area of the Property consisting of the building face of said building, which is set back from the West side of 6th Street and South side of Fremont Street, and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of recordation of this Façade Easement Agreement without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of purchase price: $49,921.50 (Maximum)

2. Repurchase price based on unamortized portion of purchase price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$49,921.50
Anytime during second year:	$39,937.20
Anytime during third year:	$29,952.90
Anytime during fourth year:	$19,968.60
Anytime during fifth year:	$9,984.30
After five full years from recordation of the Façade Easement Agreement:	$0.00

ATTACHMENT "5"
FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-611-017

RECORDING REQUESTED BY

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FAÇADE MAINTENANCE AGREEMENT

THIS BUILDING FAÇADE MAINTENANCE AGREEMENT (this "Agreement"), made this ____ day of _____, 202_, by and among EAST FREMONT HOLDINGS LLC, a Nevada limited liability company (hereinafter referred to as the "Owner"), and 6TH AND MONKEY LLC, a Nevada limited liability company (hereinafter referred to as "Tenant"), and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, organized and existing under the community development laws of the State of Nevada (hereinafter referred to as "Agency"), is made with reference to the following facts:

WHEREAS, the Owner is the owner of that real property in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), commonly known as Assessor's Parcel No 139-34-611-017; and

WHEREAS, the Property contains three (3) addresses including 523 Fremont Street, 525 Fremont Street, and 100 S. 6th Street, Las Vegas, Nevada; and

WHEREAS, this Agreement pertains to improvements to that portion of the Property known as 100 S. 6th Street, Las Vegas, Nevada; and

WHEREAS, the Property is located within a City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area (the "Redevelopment Plan"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, pursuant to the CVIP Agreement (as defined herein), the Owner has consented to the rehabilitation of certain exterior façade(s) on the Property in that area described on Exhibit B attached hereto (the "Façade Easement Area"); and

WHEREAS, the Agency, the Owner, and the Tenant (as defined in the CVIP Agreement) entered

into a Commercial Visual Improvement Agreement, dated _____, 202_ (the "CVIP Agreement"), and a Façade Easement Agreement of even date herewith, which ensure that the building façade(s) on the Property will be presented in a manner consistent with the CVIP Guidelines, as defined in the CVIP Agreement; and

WHEREAS, by the terms of the CVIP Agreement, the Tenant and the Owner are required to enter into the Façade Easement Agreement for a period of five (5) years giving the Agency certain rights to ensure that the façade(s) covered by the Façade Easement Agreement, will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this Agreement is entered into to ensure that the Property is maintained because the parties hereto recognize that diligent maintenance is an integral part of preservation of the Property and one of the primary considerations for the Agency to enter into the CVIP Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to ensure diligent maintenance of the building façade improvements in the Façade Easement Area, in accordance with the plans approved by the Agency and any other City of Las Vegas ("City") department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the relevant improvements required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Las Vegas Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, Nevada 89101.

2. Duty to Maintain Property. Each of the Tenant and the Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by the Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, the Owner covenants that:

    a) All exterior building façades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by the Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latch sets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Tenant's or Owner's Default. Each of the Tenant and the Owner shall be in default of this Agreement if either party breaches any of such party's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach, as defined below) after the Agency gives notice to the such party of the failure to perform ("Notice of Breach"), which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring the Owner or the Tenant, as applicable, to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner or the Tenant, as applicable, commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

After the Agency has delivered the Notice of Breach to the applicable party, in addition to any other remedies available to the Agency at law or in equity, the Agency in its sole and absolute discretion may enter the Property and cure the default at such party's cost at any time after giving not less than thirty (30) days' written notice ("Notice of Default") to such party, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Each of the Tenant and the Owner waives any and all claims for damage or loss as a result of the Agency's entry onto the Property. Each of the Tenant and the Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency's, its employees', officers', agents' or contractors' entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If the Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, the Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner (subject to any applicable legal requirement that the Agency adhere to prevailing wage laws). The Agency's cost of curing the default shall be due and payable by the Tenant or the Owner, as applicable, within ten (10) days after the Agency's delivery of an invoice to the such party for such cost, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date of the invoice until the Agency is reimbursed by such party. Any warranties provided by Agency's contractor(s) shall be assigned to such party upon the such

party's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in Paragraph 4 above, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice in the official records of the Clark County, Nevada Recorder's Office. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this Agreement and shall state the amount, together with a statement that such amount is unpaid. Such lien shall be immediately released upon Owner's payment of said costs to the Agency.

7. Notices. Notices required or permitted to be given under the terms of this Agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attn: Operations Officer

OWNER: EAST FREMONT HOLDINGS LLC
3790 Paradise Rd., Ste 250
Las Vegas, Nevada 89169
Attn: Sean Thueson

TENANT: 6TH AND MONKEY LLC
100 S. 6th Street
Las Vegas, NV 89101
Attn: Lina Valechaite

and, in the event that the Owner hereafter conveys the Property, to each successive owner as shown on the tax rolls for Clark County.

8. Property Owner. If the Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this Agreement as to the Property or as to that portion thereof so conveyed and Owner's obligations hereunder, and the Owner shall have no further obligation hereunder as to said Property or that portion thereof. If the Owner leases the Property or any portion thereof to another, the lease shall provide for the Owner's right of entry to perform the Owner's obligations under this Agreement. The lease also shall provide for the Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. The Owner shall advise the Executive Director of the Agency in writing of any changes in address of the Owner and of the names and addresses of any subsequent owners of the Property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a. If any provision of this Agreement is adjudged invalid, the remaining provisions of it are

not affected.

b. Notice to the Agency, the Tenant, or the Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c. This writing contains a full, final and exclusive statement of the agreement of the parties.

d. By executing this Agreement, each of the Tenant and the Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to the Agency or to the Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the façade improvements or to perform any work authorized by this Agreement in the event of breach by the Tenant or the Owner of any covenant set forth in Paragraph 2 above. However, the Agency shall coordinate the time of such inspections with the tenant or the Owner, as applicable, in order to minimize the disruption of business or inconvenience to such party's customers. No advance notice shall be required in the event of an emergency.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Agreement and execution of this Agreement by the Agency, the Tenant, and the Owner, the Agency shall record this Agreement in the official records of the Clark County, Nevada Recorder's Office. The Agency shall provide the Tenant and the Owner a copy of the Agreement showing the Recorder's stamp.

    This Agreement shall bind the Owner and the Tenant and shall run with the land for a period of five (5) years from the date of recordation of this Agreement. This Agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions which bind the Owner shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by the Owner or a subsequent owner, or the Tenant, the Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the Property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

OWNER:

EAST FREMONT HOLDINGS LLC,
a Nevada limited liability company

By: _____ Date: _____
Name: Sean Thueson
Its: Executive Vice President and General Counsel

TENANT:

6TH AND MONKEY LLC,
a Nevada limited liability company

By: _____ Date: _____
Name: Lina Valeckaite
Its: Director of Finance

AGENCY:

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

By: _____ Date:
SHELLEY BERKLEY, Chair

ATTEST:

_____
Name: _____
Acting Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 202_ by SEAN THUESON as Executive Vice President and General Counsel of East Fremont Holdings LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 202_ by LINA VALECKAITE as Director of Finance of 6th and Monkey LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 202_ by SHELLEY BERKLEY as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS TEN (10), ELEVEN (11) AND TWELEVE (12) IN BLOCK THREE (3) OF HAWKINS ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 40 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN: 139-34-611-017, containing addresses 523 & 525 Fremont Street and 100 S. 6th Street, Las Vegas, Nevada. The improvements under the Agreement pertain to 100 S. 6th Street, Las Vegas, Nevada.

EXHIBIT B

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Façade Easement Area: The area of the Property consisting of the building face of said building, which is set back from the West side of 6th Street and South side of Fremont Street and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Agreement without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT "6"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Schedule of Improvements

ESTIMATED BUDGET FOR EXTERIOR IMPROVEMENTS

Use of Funds (Activity)	Source of Funds	Estimated Cost
Window Tints	Self	$1,195
Exterior Paint	Self	$2,000
Electrical work for Neon and additional lights	Self	$9,003
Permanent Landscaping	Self	$3,431
Neon Signs	Self	$52,293
Bird Cage	Self	$11,921
Mural	Self	$20,000
Total Exterior Budget		**$**

Exterior Costs: $ 99,843 Interior Costs: $ 0 Project Total: $ 99,843

Project Funded with: X Owner Equity _____ Bank Financing _____ Investors _____

Other (_____)

ATTACHMENT "7-A"

DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

VIP PARTICIPANT REAL PROPERTY OWNER CONSENT

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, East Fremont Holdings LLC, owner and/or authorized representative of APN# 139-34 611 017 also commonly known as 100 South 6th Street, Las Vegas, NV 89101, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by 6th and Monkey LLC, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATED this 27th day of August, 2026.

Authorized Signature: _____ FOR MANAGER OF OWNER

SIGNED AND SWORN TO before me

this 27 day of August, 2026, by SEAN THUESON

_____
NOTARY PUBLIC
My Commission Expires: 6-3-2030

KIMBERLY A HALE
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 99-54079-1
MY APPT. EXPIRES JUNE 03, 2030

ATTACHMENT "7-B"

DISCLOSURE OF OWNERSHIP/PRINCIPALS – BUSINESS

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – BUSINESS

VIP Contracting Entity Information

Corporate Name: 6th and Monkey LLC

Mailing Address: 601 E Bridger Ave., Suite 100, Las Vegas NV 89101

Business Phone: 702.798.7000 option 2

Type of Business

Sole Proprietor _____ Partnership X _____ Limited Liability Company _____

Corporation _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all persons/individuals holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Ryan Doherty - Managing Member	601 E Bridger Ave., Suite 100, Las Vegas	702.798.7000
David Robins - Silent Partner	601 E Bridger Ave., Suite 100, Las Vegas	702.798.7000
David Brown - Silent Partner	601 E Bridger Ave., Suite 100, Las Vegas	702.798.7000
John LaGrone - Silent Partner	601 E Bridger Ave., Suite 100, Las Vegas	702.798.7000
Joe Kennedy - Silent Partner	601 E Bridger Ave., Suite 100, Las Vegas	702.798.7000

Additional Ownership/Principals

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*: _____

ATTACHMENT "8"

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Lina Valeckaite, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the 6th and Monkey LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 100 S 6th Street, Las Vegas NV 89101 ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☑
   b. Create jobs or other business opportunities for nearby residents; ☑
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☑ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☑
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☑ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☑ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☑ or
   d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☑

VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ____(initial) Landlord must verify
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ____(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ____(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ____(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 27 day of August, 2026.

Authorized Signature: Jim Valen

SIGNED AND SWORN TO before me

this 27 day of August, 2026, by Michelle Lasso

NOTARY PUBLIC

My Commission Expires: 11/20/2028

MICHELLE LASSO
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 24-9179-01
My Appt. Expires November 20, 2028

ATTACHMENT "9"

VIP REAL PROPERTY OWNER CONSENT

VIP PARTICIPANT REAL PROPERTY OWNER CONSENT

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, East Fremont Holdings LLC, owner and/or authorized representative of APN# 139-34 611 017 also commonly known as 100 South 6th Street, Las Vegas, NV 89101, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by 6th and Monkey LLC, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATED this 27th day of August, 2026.

Authorized Signature: [signature] FOR MANAGER OF OWNER

SIGNED AND SWORN TO before me

this 27 day of August, 2026, by SEAN THUESON

[signature]
NOTARY PUBLIC
My Commission Expires: 6-3-2030

KIMBERLY A HALE
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 99-54079-1
MY APPT. EXPIRES JUNE 03, 2030