RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-812-005, PROPOSED BY THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND LEGAL AID CENTER OF SOUTHERN NEVADA, INC. TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE OPA 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, Legal Aid Center of Southern Nevada, Inc., a Nevada non-profit corporation (the "Owner"), is the owner of real property located at 725 E. Charleston Boulevard, Las Vegas, Nevada, APN 139-34-812-005 (the "Site") and is undertaking certain improvements to the Site in accordance with the

Redevelopment Plan; and

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

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

WHEREAS, the Governing Body of the Agency has determined that the OPA (attached hereto as Exhibit A), which provides for the contribution of funds to Owner for the renovation of a commercial building on the Site, all as more fully set forth in the OPA, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

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NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the OPA 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, the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the OPA 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 thereto) and to perform any additional acts necessary to carry out the intent and purpose of the OPA.

THE FOREGOING RESOLUTION was passed, adopted and approved this ____ day of _____, 2026.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

BY _____
SHELLEY BERKLEY, Chair

ATTEST:

_____
Acting Secretary

APPROVED AS TO FORM

Sandra D. Turner 11-4-26
_____
Counsel to Agency Date

Sandra D. Turner
Deputy City Attorney

Resolution No. RA-_____
OPA Legal Aid Center of Southern Nevada, Inc.

RDA/CC MTG _____, 2026
RDA Item #____ CC Item#____

EXHIBIT A

OWNER PARTICIPATION AGREEMENT

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
OWNER PARTICIPATION AGREEMENT

THIS OWNER PARTICIPATION AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2026, 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 (hereinafter referred to as the "Agency"), and LEGAL AID CENTER OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business owners and landlords to attract or maintain businesses in the Agency redevelopment area and to support investment into existing commercial and residential structures in the Agency redevelopment area and to attract to or maintain housing in such redevelopment area; and

WHEREAS, the purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the redevelopment of certain real property (the "Site") included within the boundaries of the Redevelopment Area.

WHEREAS, the development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada (the "City"), and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

WHEREAS, Owner has agreed to construct the Project Improvements (defined below); and

WHEREAS, the Agency shall reimburse the Owner for any pre-approved improvements ("Project Improvements"), which the Agency has determined are significant in character, up to a maximum of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) (the "Agency Funds"); and

WHEREAS, the Owner desires that the Agency participate in the cost of the Project Improvements pursuant to the terms and provisions of this Agreement.

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

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds for Project Improvements to that certain commercial project described in Attachment "1", attached and incorporated herein by reference ("Project"). 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 which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. 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. 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.

The Owner is LEGAL AID CENTER OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation, whose address is 725 East Charleston Blvd., Las Vegas, Nevada 89104. Wherever the term "Owner" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The qualifications and identity of the Owner and of the officers and directors of Owner are of particular concern to the City and Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with the Owner. No voluntary or involuntary successor in interest of Owner shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by Agency if there is any significant change (voluntary or involuntary) in Owner prior to the completion of the development of the Site as evidenced by the issuance of a Certificate of Completion therefor.

The Owner shall not assign all or any part of this Agreement without the prior written approval of Agency, which approval may be withheld by Agency at Agency's sole discretion.

The Owner hereby represents and warrants to Agency that Owner owns fee title to the Site necessary for the Project. Proof of ownership is evidenced in a Quitclaim Deed recorded on September 8, 2011 a copy of which is attached hereto as Attachment "2".

SECTION 3: IMPROVEMENTS TO THE PROJECT AND PROJECT BUDGET.

Owner shall complete the Project Improvements according to the Scope of Work, which is attached hereto as Attachment "5" and by this reference is made a part hereof. As part of the Project, Owner agrees to install those improvements set forth and described on Attachment "5". The Scope of Work shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of the Project Improvements, pursuant to the plans and other documents submitted by Owner and approved by Agency. Commencement of Project Improvements is defined as paying for permits. The Project Improvements shall be completed by March 31, 2027. Owner may request in writing, one (1) ninety (90) day extension of time which may be given for completion of the Project Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Project Improvements also shall be referred to as the "Project" hereinafter. The Agency, during construction of the Project Improvements, shall maintain a right of access to the Project in order to determine the status of the construction of the Project Improvements and compliance with this Agreement, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Project. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the Project Improvements by the required dates and any failure of Owner to commence and complete the Project Improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

Owner hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and construction of the Project Improvements, (ii) Agency does not warrant in any manner the suitability or construction of the Project Improvements, (iii) except for the payment of the Agency Funds pursuant to the terms of this Agreement, Agency is not in any way or manner obligated or liable for the payment of the cost of the Project Improvements, and (iv) Owner hereby releases and waives any and all claims and causes of action against Agency in any way related to the design, construction and payment for the Project Improvements.

Owner shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Agency and the City, and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses, expenses and/or costs (including reasonable attorneys' fees and court costs) incurred by Agency or the City which may arise out of or in any manner be connected with the subject matter of this Agreement, including the construction of the Project Improvements, regardless of the presence or absence of negligence on the part of Owner or other third party.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If Owner is unable to obtain three (3) or more competitive bids, Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Subject to Owner fulfilling the conditions precedent to receiving reimbursement below, Agency agrees to reimburse Owner for the cost of the Project Improvements not to exceed the Agency Funds ("PI Reimbursement"). In order for Owner to qualify for the PI Reimbursement, the following conditions must be met ("Conditions"):

(i) The Project must be completed in conformance with Attachment "5";

(ii) All of the Project Improvements must be completed in conformance with Attachment "5" as established by photographs in formats approved by Agency;

(iii) Agency has completed an inspection and review of the Site and determined that all the Project Improvements have been fully completed pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with this agreement. Owner agrees to facilitate and cooperate with Agency in conducting such review and inspection of the Site. Owner shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.

(iv) A certificate of occupancy must be issued by the City of Las Vegas permitting occupancy and use of the Project for its intended use;

(v) The issuance of a City of Las Vegas business license for Owner at the location of the Project;

(vi) Owner has submitted to Agency proof in the form of materials and other information required by Agency that the cost of construction of the Project Improvements has been paid in full and that there are no outstanding mechanics liens or claims related to the Project. Such proof shall include, but shall not be limited to, the following: invoices and/or receipts, dated, marked paid and cancelled checks and/or credit card statements showing payment, and final lien release(s) in the form required by Nevada law;

(vii) Owner and Agency have both executed and acknowledged that Building Maintenance Agreement in the form attached hereto as Attachment "4" hereto which Owner agrees will be recorded against the Site.

Upon the fulfillment of the conditions set forth in this Section 5, Agency shall pay the PI Reimbursement to Owner within forty-five (45) days.

Owner agrees that in the event all of the Conditions are not fulfilled within twelve (12) months from the Effective Date (as defined in Section 22 below) of this Agreement, then Agency shall have the right to terminate this Agreement upon written notice to Owner. Upon such termination this Agreement shall be null and void and Agency shall thereafter have no obligation to pay any of the PI Reimbursement to Owner.

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. Owner 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 Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas and all other applicable laws, rules and/or regulations.

SECTION 7: PROHIBITION AGAINST TRANSFER OF SITE, THE BUILDINGS OR STRUCTURES THEREON AND ASSIGNMENT OF AGREEMENT

The Owner shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of Agency. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion with respect to the Site and the payment of the PI Reimbursement to Owner. This prohibition shall not be deemed to prevent (i) the granting of easements or permits to facilitate the development of the Site or (ii) the granting of a mortgage to finance the construction of the Project Improvements. In the absence of specific written agreement by Agency, no such transfer, assignment or approval by Agency shall be deemed to relieve the Owner or any other party from any obligations under this Agreement until completion of development as evidenced by the issuance of a certificate of occupancy issued by the City of Las Vegas Building Dept.

SECTION 8: (BLANK SECTION)

This Section intentionally left blank.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Scope of Work provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Owner's Participation Program 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 their 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.

Owner hereby represents and warrants to Agency that Owner has obtained all financing and other resources necessary to pay for all costs of the construction and full completion of the Project Improvements, other than the Agency Funds. Owner has declared that no other reasonable means of financing are available to undertake the Project Improvements because the return on investment is not reasonable or the improvements

are being financed through cash on hand and/or debt financing through a private lender pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and by this reference made a part hereof.

Owner, for Owner and its successors and assigns, represent that in the construction of Project Improvements, Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

Owner agrees to use its best efforts in complying with Agency Employment Plan Policy, a copy of which has been provided to Owner.

SECTION 11: 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/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested. Owner warrants to Agency 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 the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or for any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Until such time as the Agency Funds are disbursed, Owner shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES; JURISDICTION.

(a) The following shall constitute an "Owner Event of Default":

(i) Owner transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, in violation of the provisions of this Agreement;

(ii) Owner fails to proceed with, abandons or substantially suspends the construction of the Project Improvements required by this Agreement for more than thirty (30) days;

(iii) any of the representations and warranties of Owner are untrue in any material respect;

(iv) Owner fails to perform any other material obligation imposed under the provisions of this Agreement; or

(v) the filing of a petition or the institution of proceedings of, by, or against Owner pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Owner's making a general assignment for the benefit of its creditors or the entering by Owner into any compromise or arrangement with its creditors generally; or Owner's becoming

insolvent in the sense that Owner is unable to pay its debts as they mature or in the sense that Owner's debts exceed the fair market value of Owner's assets.

In the event of an Owner Event of Default, Agency shall have, in addition to all other rights and remedies available to Agency, the right to terminate, and this Agreement shall so terminate, on the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. If the PI Reimbursement has not been disbursed to the Owner, Agency shall be relieved of the obligation to disburse the PI Reimbursement to Owner.

(b) Any legal actions related to this Agreement must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach.

SECTION 13: ENFORCED DELAY. Any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine, freight embargoes, lack of transportation, governmental restrictions or priority (other than in the ordinary course), including delays beyond the reasonable control of Agency, unusually severe weather, inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier, acts of another party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice.

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 of the Agency or such other person that the Executive Director designates in writing.

SECTION 15: TERM. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall expire at the earlier of (i) disbursement of the Agency Funds by Agency and (ii) 365 days after the Effective Date.

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 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 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 United States mail or with an express delivery service.

If to the Agency:

City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: Dina Babsky, Director

With a copy to:

City Attorney Office
City Hall
495 South Main, 6th Floor
Las Vegas, Nevada 89101
Attention: Assistant City Attorney

If to the Owner:

Legal Aid Center of Southern Nevada, Inc.
725 E. Charleston Blvd.
Las Vegas, Nevada 89104
Attention: Barbara Buckley, Executive Director

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. THIRD PARTY RIGHTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "7" 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 Agency and Owner 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 Agency and Owner. Nothing in this Agreement shall confer upon any other third party of any type or sort other than the Owner and Agency any rights or remedies under or by reason of this Agreement, including, without limitation, any parties providing and/or supplying labor and/or materials to the Project and any claims or causes of action that any third party may have related to payment for labor and/or materials provided and/or supplied to the Project.

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 AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2026 by the Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2026

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
SHELLEY BERKLEY, CHAIR

ATTEST:

_____
Name:_____
Acting Secretary

APPROVED AS TO FORM:

Sandra D. Turner 11-4-26
Counsel to the Agency Date

Sandra D. Turner
Deputy City Attorney

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.

By: _____
BARBARA BUCKLEY

Its: EXECUTIVE DIRECTOR

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	NOT A PART OF THIS AGREEMENT
ATTACHMENT " 4 "	FORM OF BUILDING MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "1"

LEGAL DESCRIPTION OF THE PROJECT

LOT 1 AS SHOWN ON PARCEL MAP IN FILE 132, PAGE 29 OF THE OFFICIAL RECORDS OF THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

ATTACHMENT "2"

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

(CL) - 1

Inst #: 201109080001572
Fees: $18.00 N/C Fee: $25.00
RPTT: $0.00 Ex: #001
09/08/2011 12:03:28 PM
Receipt #: 906688
Requestor:
LEGAL AID CENTER OF SOUTHER
Recorded By: ANI Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

APNs: 139-34-410-244
139-34-410-245

WHEN RECORDED RETURN TO
AND DELIVER TAX STATEMENTS TO:

Legal Aid Center of Southern Nevada, Inc.
800 South Eighth Street
Las Vegas, Nevada 89101

QUITCLAIM DEED

Clark County Legal Services Program, Inc., a Nevada non-profit corporation ("Grantor"), changed its name to Legal Aid Center of Southern Nevada, Inc., a Nevada non-profit corporation ("Grantee"), and filed an amendment to its articles of incorporation with such name change with the Nevada Secretary of State. In connection with such name change, Grantee desires title to its property to be properly titled in Grantee's name.

Therefore, for valuable consideration, receipt of which is acknowledged, Grantor does hereby quitclaim to Grantee, whose address is 800 South Eighth Street, Las Vegas, Nevada 89101, all of Grantor's interest in the real property in the County of Clark, State of Nevada, more particularly described on Exhibit A attached hereto and incorporated herein.

Executed as of September 7, 2011.

[SIGNATURE PAGE FOLLOWS]

ASSESSOR'S COPY

Grantor:

Clark County Legal Services Program, Inc.,
a Nevada non-profit corporation

By: _____

Name: Barbara Buckley

Title: Executive Director

State of Nevada

County of Clark

This instrument was acknowledged before me on September 7th 2011, by Barbara Buckley as Executive Director of Clark County Legal Services Program, Inc., a Nevada non-profit corporation, which is now known as Legal Aid Center of Southern Nevada, Inc.

_____
Notary Public

NICOLE THANOS-HODGSON
Notary Public, State of Nevada
Appointment No. 07-4674-1
My Appt. Expires Sep 22, 2011

ASSESSOR'S COPY

LEGAL DESCRIPTION

Assessor's Parcel No: 139-34-410-245

Parcel One (1):

Lots Twenty-Eight (28) and Twenty-Nine (29) in Block Thirty-Four (34) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that portion of Block "B" of the Wardie Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 13, in the Office of the County Recorder of Clark County, Nevada, described as follows:

COMMENCING at the intersection of the Northerly side of Lot No. 29 in Block 34 of South Addition, with the North and South center line of Section 34, Township 20 South, Range 61 East, M.D.& M.;

Thence South along said North and South center line of said Section 34 to the intersection with the Southerly side line of said Lot 28 in Block 34 of said South Addition; Thence Easterly along the Easterly prolongation of the said Southerly line of said Lot 28, Block 34, South Addition, to the intersection with the Westerly side of Eighth Street, as the same is laid out and designated on the plat of said Wardie Addition;
Thence Northerly along the Westerly side line of Eighth Street, a distance of 50.00 feet, to a point at the intersection of said Westerly side of Eighth Street with the Easterly prolongation of the Northerly side line of said Lot 29, Block 34, South Addition; Thence at right angles Westerly along the said Northerly side line of said Lot 29, Block 34, South Addition, proceeding Easterly, to the PLACE OF BEGINNING.

Parcel Two (2):

Lots Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26) and Twenty-Seven (27) in Block Thirty-Four (34) of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that portion of Block "B" of the Wardie Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 1 3, in the Office of the County Recorder of Clark County, Nevada, described as follows:

BEGINNING at the intersection of the North and South center line of Section 34, Township 20 South, Range 61 East, M.D.B.& M., with the Northerly side of Lot Twenty-Seven (27) in Block Thirty-Four (34) of said South Addition to the City of Las Vegas;
Thence South along said North and South center line to its intersection with 8th Street as the same is laid out and designated on the plat of said Wardie Addition to Las Vegas; Thence Northerly along the Westerly side line of 8th Street to its intersection with the Easterly prolongation of the Northerly side line of said Lot Twenty-Seven (27) in Block Thirty-Four (34) of South Addition to the City of Las Vegas;
Thence Westerly along the Easterly prolongation of said Northerly side line of said Lot Twenty-Seven (27) in Block Thirty-Four (34) of South Addition to the City of Las Vegas, to the PLACE OF BEGINNING.

EXCEPTING THEREFROM that portion of the South 45.00 feet;
Measured at right angles to the South line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, which lies within Irregular Lot 22, Block 14, of South Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada, as dedicated to the City of Las Vegas in that certain Final Order of Condemnation recorded March 23, 1979 in Book 1028 as Instrument No. 987493, of Official Records, being more particularly described as follows:

The South 5.00 feet, measured at the right angles to the South line of irregular Lot 22, Block 34 of said South Addition to the City of Las Vegas.

Agent Proof Copy

APN 139-34-410-244

Lots Thirty (30), Thirty-one (31) and Thirty-two (32) in Block Thirty-four (34) of SOUTH ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51 in the Office of the County Recorder of Clark County, Nevada.

AND that portion of Block "B" of WARDIE ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 13, in the Office of the County Recorder of Clark County, Nevada described as follows:

COMMENCING at the intersection of the Northerly side line of Lot 32 in Block 34 of South Addition with the North and South center line of Section 34, Township 20 South, Range 61 East, M.D.B. & M.; thence South along said North and South center line of Section 34 to the intersection with the Southerly side line of said Lot 30 in Block 34 of South Addition; thence Easterly along the Easterly prolongation of the said Southerly side line of said Lot 30 in Block 34 of South Addition to the intersection with the Westerly side of Eighth Street, as the same is laid out and designated in the Plat of said Wardie Addition; thence Northerly along the Westerly side line of Eighth Street a distance of 75 feet or to a point at the intersection of said Westerly side of Eighth Street with the Southerly sideline of Gass Street; thence at right angles Westerly along the said Southerly side line of said Gass Street or along the Northerly side line of said Lot 32, Block 34, South Addition produced Easterly to the point of beginning.

TOGETHER WITH those portions of Gass Avenue and Eighth Street as vacated per that certain Order of Vacation recorded September 28, 1982 in Book 1627 as Document No. 1586384 of Official Records.

REPORTER'S COPY

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 139-34-410-244
   b. 139-34-410-245
   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 RECORDER'S 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 NRS 375.090, Section 1
   b. Explain Reason for Exemption: Owner changed its name from Clark County Legal Services Program, Inc. to Legal Aid Center of Southern Nevada, Inc.

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: GRANTOR Executive Director

Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Clark County Legal Services Program
Address: 800 South Eighth Street
City: Las Vegas
State: NV Zip: 89101

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Legal Aid Center of Southern Nevada, Inc.
Address: 800 South Eighth Street
City: Las Vegas
State: Nevada Zip: 89101

COMPANY REQUESTING RECORDING

Print Name: _____
Address: _____
City: _____

Escrow #: _____
State: _____ Zip: _____

As a public record this form may be recorded/microfilmed

NOT A CERTIFIED COPY

ATTACHMENT "3"

NOT A PART OF THIS AGREEMENT

ATTACHMENT "4"

FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 139-34-812-005

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 MAINTENANCE AGREEMENT

THIS BUILDING MAINTENANCE AGREEMENT is made this ____ day of _____, 202__, between LEGAL AID CENTER OF SOUTHERN NEVADA, INC., a Nevada non-profit corporation hereinafter referred to as "Owner," and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas ("City"), County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 725 East Charleston Boulevard, Las Vegas, Nevada and currently designated as Assessor's Parcel No. **139-34-812-005** and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved an Owner Participation Agreement (the "OPA") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has extensively rehabilitated an existing building and constructed a new expansion building on the Property; and

WHEREAS, by the terms of the OPA, Owner is required to enter into a building maintenance agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the improvements on the Property 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 both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency entering into the OPA;

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 facades on the Property facing public streets and/or alleys, in accordance with the plans approved by the Agency and any other City of Las Vegas 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 required to be maintained by Agency 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, 6th Floor, Las Vegas, Nevada 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the building facades in accordance with the plans approved by 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, Owner covenants that:

    a) All exterior building facades 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 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 latchets 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 Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner'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) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, 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 Owner 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 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.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' written notice ("Notice of Default") to Owner, 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. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. 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, 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 Agency, acting through its own or City employees or through its or the City's contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and, if paid at a later date, shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's or the City's contractors shall be assigned to Owner upon Owner'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, 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 Recorder's Office. The lien may also include any and all costs incurred in recording the lien. The lien 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 it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

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: LEGAL AID CENTER OF SOUTHERN NEVADA, INC.
725 E. Charleston Boulevard
Las Vegas, Nevada 89104
Attn.: Barbara Buckley, Executive Director

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

8. Property Owner. If 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 shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this Agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and, in the event of a breach under this Agreement, to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of 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 Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 7 above.

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

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to 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 facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement shall run with the land for a period of five (5) years from the date of recordation. 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 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 Owner or a subsequent owner, 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.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING 2 PAGES]

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

OWNER:

LEGAL AID CENTER OF SOUTHERN NEVADA, INC.,
a Nevada non-profit corporation

By: _____ Date: _____
Name: Barbara Buckley
Title: EXECUTIVE DIRECTOR

AGENCY:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

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 _____, 2026 by BARBARA BUCKLEY as Executive Director of Legal Aid Center of Southern Nevada, Inc.

_____
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 _____, 2026 by SHELLEY BERKLEY as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A TO BUILDING MAINTENANCE AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 AS SHOWN ON PARCEL MAP IN FILE 132, PAGE 29 OF THE OFFICIAL RECORDS OF THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

ATTACHMENT "5"

SCOPE OF WORK

The estimated total development budget is $36,239,050.00. The Agency will reimburse up to the maximum amount of $250,000 for Project Improvements pursuant to the terms of the Agreement.

Advocacy & Justice Complex Building Budget

DIRECT COSTS	Building	Parking Garage	TOTAL
General Conditions	$2,099,378	$281,953	$2,381,331
Existing Conditions	$121,396	$61,460	$182,856
Concrete	$1,122,518	$2,781,484	$3,904,002
Masonry	$601,146	$0	$601,146
Metals	$2,685,722	$132,510	$2,818,232
Woods & Plastics	$668,450	$0	$668,450
Thermal & Moisture Protection	$1,874,647	$604,840	$2,479,487
Doors & Windows	$2,564,380	$44,000	$2,608,380
Finishes	$4,379,814	$208,980	$4,588,794
Specialties	$304,413	$173,748	$478,161
Equipment	$95,000	$0	$95,000
Furnishings (non-FFE)	$197,862	$0	$197,862
Conveying Systems	$340,000	$195,000	$535,000
Fire Suppression	$445,763	$297,322	$743,085
Plumbing	$952,966	$57,150	$1,010,116
Mechanical	$2,358,202	$29,000	$2,387,202
Electrical	$4,454,376	$357,466	$4,811,842
Communications	$372,563	$6,200	$378,763
Earthwork	$1,382,598	$11,297	$1,393,895
Exterior Imp. Traffic & Roadways	$977,456	$0	$977,456
Utilities	$745,033	$0	$745,033
Sub-Total	$28,743,683	$5,242,410	$33,986,093
INDIRECT COSTS			
PreConstruction	$50,000	$0	$50,000
Sub-Cont. Insurance	$319,732	$59,525	$379,257
Const. Contingency	$873,402	$159,058	$1,032,461
Cont. Fees	$760,000	$190,000	$950,000
Tax Reduction allowance	-$525,000	-$175,000	-$700,000
Builder's Insurance	$45,465	$8,256	$53,721
GL Insurance	$288,375	$52,366	$340,742
Gross Receipts taxes	$26,047	$4,730	$30,777
Escalation/additional fees	$88,000	$28,000	$116,000
Sub-Total	$1,926,021	$326,936	$2,252,957
TOTAL PROJECT:	$30,669,704	$5,569,346	$36,239,050

ATTACHMENT "6"

DISCLOSURE·OF·PRINCIPALS·–·REAL·PROPERTY

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 LEGAL AID CENTER of SOUTHERN NEVADA
Address 725 E. CHARLESTON
LAS VEGAS, NV 89104
Telephone 702-386-1070
EIN or DUNS 88-0072562

Block 2 Description

Block 3 Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation ☐ Trust ☐ Other:

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

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.	BARBARA BUCKLEY	725 E. CHARLESTON	702-386-1070
2.	TERRY BRATTON	725 E. CHARLESTON	702-386-1070
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: N/A

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.

Name: TERRY R. BRATTON

Date: SEPT. 18, 2026

Subscribed and sworn to before me this 18 day of Sept., 2026

Notary Public

NOTARY PUBLIC
DEBRA LAYNA JACOBY
STATE OF NEVADA - COUNTY OF CLARK
MY APPT. EXPIRES SEPT. 25, 2029
No: 98-3791-1

ATTACHMENT "7"

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF Nevada }
} ss:
COUNTY OF Clark }

Please Print Legibly

I, TERRY, 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 Legal Aid Center of Southern Nevada, a company duly organized in the State of Nevada as a NON-PROFIT CORP., (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 801 E. Charleston Blvd, Las Vegas ("Site"), as more particularly described by the OPA 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 or blight; ☐ or

   d. The exterior improvements to the property or business do not have a direct affect 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. ☐

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)

    b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) 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 employee 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 18th day of SEPTEMBER, 2026.

Authorized Signature: Tony R. Bratton

SIGNED AND SWORN TO before me this 18 day of Sept., 2024, by Debra Jacoby.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC
DEBRA LAYNA JACOBY
STATE OF NEVADA - COUNTY OF CLARK
MY APPT. EXPIRES SEPT. 25, 2029
No: 98-3791-1