

RESOLUTION NO. _____

RESOLUTION FINDING THE PROPOSED CREATION OF THE TENANT IMPROVEMENT INCENTIVE PROGRAM BY THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY (THE “AGENCY”) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN

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 6488 (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” which, together with the Redevelopment Plan for Redevelopment Area 1, is collectively referred to 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, the Agency desires to authorize the creation of a Tenant Improvement Incentive Program (the “TIIP”) for the purpose of assisting commercial property owners with facility upgrades in order to eliminate blight and promote economic stability within the Redevelopment Area; and

WHEREAS, the Agency has considered the findings that the creation of the TIIP is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Agency hereby finds and determines that the creation of the TIIP is of benefit to the Redevelopment Area and is in compliance with and in furtherance of the goals and objectives of NRS Chapter 279 and the Redevelopment Plan.

RESOLVED FURTHER, that the Agency hereby approves the forms of agreement for the TIIP, attached hereto as Exhibit A and Exhibit B and the TIIP Guidelines, attached hereto as Exhibit C.

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

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

BY _____
SHELLEY BERKLEY, CHAIR

ATTEST:

DR. LUANN D. HOLMES, MMC
SECRETARY

APPROVED AS TO FORM

Gillian Block Segerblom,
DEPUTY CITY ATTORNEY

Resolution No. R _____
RDA TIIP Resolution

RDA/CC Mtg _____
RDA Item# CC Item#

EXHIBIT A

**FORM OF AGREEMENT FOR THE
TENANT IMPROVEMENT INCENTIVE PROGRAM (OWNER)**

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
TENANT IMPROVEMENT INCENTIVE AGREEMENT**

(OWNER)

THIS TENANT IMPROVEMENT INCENTIVE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 202____, 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 _____, a _____ (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of providing property owners with financial assistance for substantially upgrading their commercial properties in the Redevelopment Area (as defined herein); 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 Tenant Improvement Incentive Program (the "TIIP") for the purpose of assisting commercial property owners with tenant improvement upgrades in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the TIIP, the Agency wishes to enter into a location maintenance agreement (the "Building Maintenance Agreement") for the Tenant Improvement Area (as defined in the Building Maintenance Agreement) located on that certain real 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 Owner's agreement to complete improvements to the Property in accordance with this Agreement and the Tenant Improvement Incentive Program Guidelines (the "TIIP Guidelines"), incorporated herein by reference, a copy of which the Agency has provided to the Owner. The Building Maintenance Agreement shall be substantially in the form attached hereto as Attachment "7." The Property is located within or is contiguous to the boundaries of the Redevelopment Area; and

WHEREAS, the Agency shall reimburse the Owner for no more than ten percent (10%) of the total cost (the "Tenant Improvement Funds") of any pre-approved qualified expenditure improvements ("Tenant Improvements"), which the Agency has determined are significant in character, up to a maximum amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) for Tenant Improvements for which the gross floor area of the applicable space is up to 4,999 square feet and up to a maximum amount of Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) for Tenant Improvements for which the gross floor area of the applicable space is 5,000 square feet or greater, and which meet the eligibility criteria as described in the TIIP Guidelines, in order to ensure a high leveraging of public resources; and

WHEREAS, the Owner desires to participate in the TIIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and the Owner 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 _____, a _____. Owner's principal office is located at _____.

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 ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference. "Owner" as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner may be referred to individually as a "party" or collectively as the "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE PROPERTY AND PROJECT BUDGET. The Owner shall make the Tenant Improvements to the Property, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Tenant Improvements, which is attached hereto as Attachment "4" and incorporated herein by reference. The Scope of Work and Tentative Schedule of Tenant 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, Owner agrees to commence, or cause the commencement of construction of the Tenant Improvements, pursuant to the plans and other documents submitted by Owner and approved by the Agency in accordance with the TIIP Guidelines. The Owner shall complete the Tenant Improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the Tenant Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Tenant Improvements 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 Owner a minimum of twenty-four (24) hours advance, written notice prior to entering the Property, except in the event of an emergency. The Owner agrees that the Agency has agreed to enter into this Agreement in reliance upon the Owner's strict agreement to commence and complete the Tenant Improvements by the required dates in this Section 3 and any failure of the Owner to commence and complete the Tenant Improvements by such required dates

will be a material default of the Owner under this Agreement giving the Agency the right to immediately terminate this Agreement.

The Owner hereby acknowledges and agrees that (i) the Agency is not involved in any way with the design and construction of the Tenant Improvements, (ii) the Agency does not warrant in any manner the suitability or construction of the Tenant Improvements, (iii) except for the payment of the Tenant Improvement Funds pursuant to the terms of this Agreement, the Agency is not in any way or manner obligated or liable for the payment of the cost of the Tenant Improvements, (iv) the Owner hereby releases and waives any and all claims and causes of action against the Agency in any way related to the design, construction and payment for the Tenant Improvements except for the payment of the Tenant Improvement Funds pursuant to the terms of this Agreement and (v) the Owner hereby agrees to indemnify and hold harmless the Agency from any from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, relating in any way to the Tenant Improvements.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the cost to construct the Tenant Improvements is anticipated to exceed Ten Thousand and 00/100 Dollars (\$10,000), then the Owner 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 Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Disbursement of the Tenant Improvement Funds shall be made to and as directed in writing by the Owner upon completion of all of the following conditions for the benefit of the Agency:

1. The Agency has completed an inspection and review of the Property and determined that all the Tenant Improvements have been fully completed pursuant to the plans and other documents submitted by the Owner and approved by the Agency in accordance with the TIIP Guidelines. The Owner agrees to facilitate and cooperate with the Agency in conducting such review and inspection of the Property. The Owner shall provide the Agency with such other documentation as reasonably required by the Agency in connection with such inspection and review, including, without limitation, all required governmental permits and other approvals have been obtained for the Tenant Improvements.
2. The Owner has submitted to the Agency paid invoices for the Tenant Improvements and the Owner has otherwise complied with the terms of this Agreement.

Upon receipt of the above, the Agency shall disburse the Tenant Improvement Funds within forty-five (45) days to the Owner.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The 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 "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 Owner 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”) for construction of the Tenant Improvements. The Owner acknowledges that approval of the Tenant Improvement Funds for the Project, pursuant to the terms of this Agreement, does not guarantee that the Owner will be eligible to obtain all necessary governmental approvals. The Owner shall be responsible for any and all costs associated with obtaining the required approvals.

SECTION 7: BUILDING MAINTENANCE AGREEMENT; EMPLOYMENT CERTIFICATION. The Agency shall cause the Building 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 Tenant Improvements and upon payment of the Tenant Improvement Funds by the Agency to the Owner. The Building Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

The Owner hereby agrees to maintain the Property, including without limitation the Tenant Improvements, in accordance with the maintenance provisions set forth in the Building Maintenance Agreement. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 7 or the Building Maintenance Agreement.

If, pursuant to the TIIP Guidelines and as determined by the Agency, Owner’s eligibility for the TIIP is based, in whole or in part, on its certification that the Project will provide at least ten (10) full-time jobs, then the Owner shall complete the Project Employment Certification attached hereto as Attachment “3” and submit the same to the Agency no later than _____ . Timely submittal of the Project Employment Certification to the Agency shall be a condition precedent to the payment of any Tenant Improvement Funds by the Agency to the Owner.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the Property which is unrelated to the TIIP and the improvements contemplated by this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the TIIP 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 than 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 Owner 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 Owner agrees to adhere to and use its best efforts to satisfy the following goals:

- a) Fifteen percent (15%) of employees at the Project 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 at the Project are members of racial minorities, women, disabled, economically disadvantaged, or veterans (aspirational goal).

The Agency agrees that the failure of the Owner to meet the employment goals set forth in this Section 9 shall not constitute a default under this Agreement pursuant to Section 11 below, but shall only affect the payment of the Tenant Improvement Funds.

Owner agrees to submit employment reports to the Agency for verification of compliance with this Section 9. Ten percent (10%) of the Tenant Improvement Funds shall be withheld until the Owner has been deemed to be in compliance with this Section 9.

Pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "6" and incorporated herein by reference (the "Employment Plan"), the Owner 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 Owner would not otherwise undertake the full set of improvements contemplated in the Agreement.

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

SECTION 10: 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 warrants 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 on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99, adopted by the governing board of the Agency, and Resolutions R-79-99 and R-105-99 adopted by the City Council of the City of Las Vegas, Owner warrants

that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment "5" herein by reference, all persons and entities holding more than a one percent (1%) interest in the Owner or any principal member of the Owner. Throughout the term hereof, the Owner shall notify the Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. 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 Owner without any cure right. If the Agency terminates this Agreement for any reason, including a default, then the Owner agrees to return any and all Agency funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. If 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 upon termination for default. Under no circumstances may the Agency's liability under this Agreement exceed the amount of the Tenant Improvement Funds.

SECTION 12: 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 13: 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 14: 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 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: 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 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: _____

Attn: _____

SECTION 17: 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 18: 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 "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 the Agency and the 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 the Agency and the Owner.

SECTION 19: 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 20: TIME FOR THE AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 20____ 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 NEXT PAGE

AGENCY:

Date of Agency Approval:

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

, 202__

By: _____
SHELLEY BERKLEY, CHAIR

ATTEST:

DR. LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency

Date

OWNER:

a _____

By: _____
Name: _____
Title: _____

LIST OF ATTACHMENTS

ATTACHMENT "1"	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	PROJECT EMPLOYMENT CERTIFICATION
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "7"	FORM OF BUILDING MAINTENANCE AGREEMENT

ATTACHMENT "1"
LEGAL DESCRIPTION OF THE PROPERTY

ATTACHMENT "2"

PROOF OF OWNERSHIP

ATTACHMENT "3"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF TENANT IMPROVEMENTS

ATTACHMENT "4"

PROJECT EMPLOYMENT CERTIFICATION

Date:

To: City of Las Vegas Redevelopment Agency ("Agency"):

_____, a _____ (the "Owner"), hereby certifies, in connection with that certain Tenant Improvement Incentive Agreement, dated _____, by and between the Agency and the Owner referenced below (the "TIIP Agreement"), that upon the completion of the Tenant Improvements (as defined in the TIIP Agreement), the premises of which the Project (as defined in the TIIP Agreement) is a part will employ no fewer than ten (10) full time employees.

The Owner hereby acknowledges that the Agency is relying on this certification in disbursing funds under the TIIP Agreement to Owner.

OWNER:

_____,
a _____

Name: _____

Title: _____

ATTACHMENT "5"
DISCLOSURE OF PRINCIPALS – OWNER

ATTACHMENT "6"
PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "7"
FORM OF BUILDING MAINTENANCE AGREEMENT

APN: _____

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 (this "Agreement"), made this _____ day of _____, 202____, between _____, a _____, hereinafter referred to as "Owner," 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 by this reference (the "Property"), commonly known as _____, Las Vegas, Nevada and currently designated as Assessor's Parcel No. _____; 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 Tenant Improvement Incentive Program (the "TIIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, the Agency and Owner entered into a Tenant Improvement Incentive Program Agreement dated _____, 202____ (the "TIIP Agreement"), which ensures that the Property, or a portion thereof, will be preserved in a manner consistent with the TIIP Guidelines, as defined in the TIIP Agreement; and

WHEREAS, by the terms of the TIIP Agreement, the Owner is required to enter into an agreement for a period of five (5) years to ensure that the improvements on that portion of the Property described in Exhibit "B" attached hereto (the "Tenant Improvement Area"), 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 primary considerations for the Agency to enter into the TIIP 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 improvements in the Tenant Improvement 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. 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 Tenant Improvement Area 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, the Owner covenants that:
 - a) All interior building improvements 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) All interior cabinets, flooring, plumbing, lighting, fixtures, sinks, tubs/showers, faucets, and other unit improvements be maintained and repaired in accordance with the City of Las Vegas Building Code as well as the commercial standard for _____, less normal wear.
 - c) Fire alarms, fire extinguishers, smoke alarms and other fire notification and suppression systems are to be operable and maintained in accordance with the City of Las Vegas Fire Code at all times.
3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if the 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, as defined below) after the Agency gives notice to the Owner 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 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 the 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.

After the Agency has delivered the Notice of Breach to Owner, 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 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. The Owner waives any and all claims for damage or loss as a result of the 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'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 Owner within ten (10) days after the Agency's delivery of an invoice to Owner 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 Owner. Any warranties provided by the Agency's contractor(s) shall be assigned to the Owner upon the 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 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: _____

Attn: _____

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 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 or the 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, 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 and/or the interior unit improvements, or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraph 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. No advance notice shall be required in the event of an emergency.
9. Recordation: Covenant Running With the Land for Five Years. Upon execution and acknowledgment of this Agreement by both parties, the Agency shall record this Agreement in the official records of the Clark County, Nevada Recorder's Office. The Agency shall provide the Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement shall bind Owner and the Property and 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.

10. 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.
11. 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.
12. 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.

EXECUTION BLOCKS ON NEXT PAGE

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

OWNER:

a _____

By: _____
Name: _____
Title: _____

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:

DR. LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency

Date

RDA MFRP Agreement
RDA _____

RDA/CC MTG _____ 202
RDA Item #____ CC Item#____

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 202 ____ by
____ as _____ of _____.

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

EXHIBIT B
TENANT IMPROVEMENT AREA

EXHIBIT B

**FORM OF AGREEMENT FOR THE
TENANT IMPROVEMENT INCENTIVE PROGRAM (TENANT)**

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
TENANT IMPROVEMENT INCENTIVE AGREEMENT**

(TENANT/OWNER)

THIS TENANT IMPROVEMENT INCENTIVE 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"), _____, a _____ (hereinafter referred to as the "Owner"), and _____, a _____ (hereinafter referred to as the "Tenant").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of providing property owners with financial assistance for substantially upgrading their commercial properties in the Redevelopment Area (as defined herein); 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 Tenant Improvement Incentive Program (the "TIIP") for the purpose of assisting commercial property owners with tenant improvement upgrades in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the TIIP, the Agency wishes to enter into a location maintenance agreement (the "Building Maintenance Agreement") for the Tenant Improvement Area (as defined in the Building Maintenance Agreement) located on that certain real 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 complete improvements to the Property in accordance with this Agreement and the Tenant Improvement Incentive Program Guidelines (the "TIIP Guidelines"), incorporated herein by reference, a copy of which the Agency has provided to the Tenant. The Building Maintenance Agreement shall be substantially in the form attached hereto as Attachment "9." The Property is located within or is contiguous to the boundaries of the Redevelopment Area; and

WHEREAS, the Agency shall reimburse the Tenant for no more than ten percent (10%) of the total cost (the "Tenant Improvement Funds") of any pre-approved qualified expenditure improvements ("Tenant Improvements"), which the Agency has determined are significant in character, up to a maximum amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) for Tenant Improvements for which the gross floor area of the applicable space is up to 4,999 square feet and up to a maximum of Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) for project for which the gross floor area is 5,000 square feet or greater, and which meet the eligibility criteria as described in the TIIP Guidelines, in order to ensure a high leveraging of public resources; and

WHEREAS, the Owner and Tenant desire to participate in the TIIP pursuant to the terms and provisions of this Agreement and the Owner has provided its consent to the proposed Tenant

Improvements on the Property, as evidenced by the "Real Property Owner Consent", attached hereto as "Attachment "10", 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 _____, a _____. Owner's principal office is located at _____. Tenant is _____, a _____. Tenant's principal office is located at _____.

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 ownership is demonstrated by the Proof of Ownership, which is attached hereto as Attachment "2" and is incorporated herein by reference. Tenant warrants that it has a valid and binding leasehold interest for at least five (5) years successive to the completion of the Tenant Improvements to the Property. Such leasehold interest is demonstrated by the Proof of Leasehold Interest, which is attached hereto at Attachment "3" and is incorporated herein by reference. "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: IMPROVEMENTS TO THE PROPERTY AND PROJECT BUDGET. The Tenant shall make the Tenant Improvements to the Property, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Tenant Improvements, which is attached hereto as Attachment "4" and incorporated herein by reference. The Scope of Work and Tentative Schedule of Tenant 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, Tenant agrees to commence, or cause the commencement of, construction of the Tenant Improvements, pursuant to the plans and other documents submitted by the Tenant and approved by the Agency in accordance with the TIIP Guidelines. The Tenant shall complete the Tenant Improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the Tenant Improvements upon

approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Tenant Improvements 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 advance, written notice prior to entering the Property, except in the event of an emergency. The Tenant agrees that the Agency has agreed to enter into this Agreement in reliance upon the Tenant's strict agreement to commence and complete the Tenant Improvements by the required dates in this Section 3 and any failure of the Tenant to commence and complete the Tenant 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.

The Tenant hereby acknowledges and agrees that (i) the Agency is not involved in any way with the design and construction of the Tenant Improvements, (ii) the Agency does not warrant in any manner the suitability or construction of the Tenant Improvements, (iii) except for the payment of the Tenant Improvement Funds pursuant to the terms of this Agreement, the Agency is not in any way or manner obligated or liable for the payment of the cost of the Tenant Improvements, (iv) the Tenant hereby releases and waives any and all claims and causes of action against the Agency in any way related to the design, construction and payment for the Tenant Improvements except for the payment of the Tenant Improvement Funds pursuant to the terms of this Agreement and (v) the Tenant hereby agrees to indemnify and hold harmless the Agency from any from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, relating in any way to the Tenant Improvements.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the cost to construct the Tenant 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 5: DISBURSEMENT OF AGENCY FUNDS. Disbursement of the Tenant Improvement Funds shall be made to and as directed in writing by the Tenant upon completion of all of the following conditions for the benefit of the Agency:

1. The Agency has completed an inspection and review of the Property and determined that all the Tenant Improvements have been fully completed pursuant to the plans and other documents submitted by the Tenant and approved by the Agency in accordance with the TIIP Guidelines. The Tenant agrees to facilitate and cooperate with the Agency in conducting such review and inspection of the Property. The Tenant shall provide the Agency with such other documentation as reasonably required by the Agency in connection with such inspection and review, including, without limitation, all required governmental permits and other approvals have for the Tenant Improvements.
2. The Tenant has submitted to the Agency paid invoices for the Tenant Improvements and the Tenant has otherwise complied with the terms of this Agreement.

Upon receipt of the above, the Agency shall disburse the Tenant Improvement Funds within forty-five (45) days to the Tenant.

SECTION 6: 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") for construction of the Tenant Improvements. The Tenant acknowledges that approval of the Tenant Improvement 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 7: BUILDING MAINTENANCE AGREEMENT; EMPLOYMENT CERTIFICATION. The Agency shall cause the Building 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 Tenant Improvements and upon payment of the Tenant Improvement Funds by the Agency to the Tenant. The Building Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

The Owner and the Tenant hereby agree to maintain the Property, including without limitation the Tenant Improvements, in accordance with the maintenance provisions set forth in the Building Maintenance Agreement. The Tenant and the Owner shall be in default of this Agreement if Tenant breaches any of the obligations under this Section 7 or the Building Maintenance Agreement.

If, pursuant to the TIIP Guidelines and as determined by the Agency, Tenant's eligibility for the TIIP is based, in whole or in part, on its certification that the Project will provide at least ten (10) full-time jobs, then the Tenant shall complete the Project Employment Certification attached hereto as Attachment "5" and submit the same to the Agency no later than _____. Timely submittal of the Project Employment Certification to the Agency shall be a condition precedent to the payment of any Tenant Improvement Funds by the Agency to the Tenant.

SECTION 8: 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 TIIP and the improvements contemplated by this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the TIIP 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 than 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 at the Project 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 at the Project 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 9 shall not constitute a default under this Agreement pursuant to Section 11 below, but shall only affect the payment of the Tenant Improvement Funds.

The Tenant agrees to submit employment reports to the Agency for verification of compliance with this Section 9. Ten percent (10%) of the Tenant Improvement Funds shall be withheld until the Tenant has been deemed to be in compliance with this Section 9.

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 the Tenant Improvements 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 10: 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 Tenant and the Owner 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 Tenant or the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Tenant or the Owner 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 Resolutions R-79-99 and R-105-99 adopted by the City Council of the City of Las Vegas, Owner warrants that it has disclosed, on the Disclosure of Principals forms attached hereto as Attachment "6" and Attachment "7" and incorporated herein by reference, all persons and entities holding more than one percent (1%) interest in the Tenant or the Owner or any principal member of the Tenant or the Owner. Throughout the term hereof, the Tenant and/or the Owner, 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 11: DEFAULTS AND REMEDIES. Each of the Tenant's or the Landlord's failure or delay to perform any term or provision of this Agreement for which such party is responsible 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, the Tenant agrees to return any and all Tenant Improvement 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 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 Tenant or the Owner upon termination for default. Under no circumstances may the Agency's liability under this Agreement exceed the amount of the Tenant Improvement Funds.

SECTION 12: 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 13: 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 14: 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 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: 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 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 Tenant: _____

Attn: _____

SECTION 17: 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 18: 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 "10" 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 Tenant, and the 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 the Agency, the Owner and the Tenant.

SECTION 19: 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 20: TIME FOR THE AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 20____ 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 NEXT PAGE

AGENCY:

Date of Agency Approval:

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

_____, 202____

By: _____
SHELLEY BERKLEY, CHAIR

ATTEST:

DR. LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency

Date

TENANT:

a _____

By: _____
Name: _____
Title: _____

OWNER:

a _____

By: _____
Name: _____
Title: _____

LIST OF ATTACHMENTS

ATTACHMENT "1"	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	PROOF OF LEASEHOLD INTEREST
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	PROJECT EMPLOYMENT CERTIFICATION
ATTACHMENT "6"	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7"	DISCLOSURE OF PRINCIPALS – TENANT
ATTACHMENT "8"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "9"	FORM OF BUILDING MAINTENANCE AGREEMENT
ATTACHMENT "10"	REAL PROPERTY OWNER CONSENT

ATTACHMENT "1"
LEGAL DESCRIPTION OF THE PROPERTY

ATTACHMENT "2"
PROOF OF OWNERSHIP

ATTACHMENT "3"
PROOF OF LEASEHOLD INTEREST

ATTACHMENT "4"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF TENANT IMPROVEMENTS

ATTACHMENT "5"

PROJECT EMPLOYMENT CERTIFICATION

Date:

To: City of Las Vegas Redevelopment Agency ("Agency"):

_____, a _____ (the "Tenant") hereby certifies, in connection with that certain Tenant Improvement Incentive Agreement, dated _____, by and among the Agency, _____, a _____ (the "Owner"), and the Tenant referenced below (the "TIIP Agreement"), that upon the completion of the Tenant Improvements (as defined in the TIIP Agreement), the premises of which the Project (as defined in the TIIP Agreement) is a part will employ no fewer than ten (10) full time employees.

The Tenant hereby acknowledges that the Agency is relying on this certification in disbursing funds under the TIIP Agreement to the Tenant.

TENANT:

_____, a _____

Name: _____

Title: _____

ATTACHMENT "6"
DISCLOSURE OF PRINCIPALS – OWNER

ATTACHMENT "7"

DISCLOSURE OF PRINCIPALS – TENANT

ATTACHMENT "8"
PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "9"
FORM OF BUILDING MAINTENANCE AGREEMENT

APN: _____

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 (this "Agreement"), made this _____ day of _____, 202____, by and among _____, a _____, hereinafter referred to as "Owner," _____, a _____, 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 by this reference (the "Property"), commonly known as _____, Las Vegas, Nevada and currently designated as Assessor's Parcel No. _____; 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 Tenant Improvement Incentive Program (the "TIIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, the Agency, the Owner, and the Tenant entered into a Tenant Improvement Incentive Program Agreement dated _____, 202____ (the "TIIP Agreement"), which ensures that the Property, or a portion thereof, will be preserved in a manner consistent with the TIIP Guidelines, as defined in the TIIP Agreement; and

WHEREAS, by the terms of the TIIP Agreement, the Tenant and the Owner are required to enter into an agreement for a period of five (5) years to ensure that the improvements on that portion of the

Property described in Exhibit "B" attached hereto (the "Tenant Improvement Area"), 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 TIIP 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 improvements in the Tenant Improvement 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 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 Tenant Improvements and Tenant Improvement Area 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, the Tenant and the Owner covenant that:
 - a) All interior building improvements 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) All interior cabinets, flooring, plumbing, lighting, fixtures, sinks, tubs/showers, faucets, and other unit improvements be maintained and repaired in accordance with the City of Las Vegas Building Code as well as the commercial standard for _____, less normal wear.
 - c) Fire alarms, fire extinguishers, smoke alarms and other fire notification and suppression systems are to be operable and maintained in accordance with the City of Las Vegas Fire Code at all times.
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 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 the 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 breaching 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 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 the Agency's contractor(s) shall be assigned to such party upon 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: _____

Attn: _____

TENANT: _____

Attn: _____

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 7 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 and/or the interior unit 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.

9. Recordation: Covenant Running With the Land for Five Years. Upon execution and acknowledgment of this Agreement by 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 Owner and the Property and 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.

10. 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.
11. 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.
12. Estoppel Certificate. Upon written request by Owner or a subsequent owner, or the Tenant, 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.

EXECUTION BLOCKS ON NEXT PAGE

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

TENANT:

a _____

By: _____
Name: _____
Title: _____

OWNER:

a _____

By: _____
Name: _____
Title: _____

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:

DR. LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency

Date

RDA TIP Agreement
RDA _____

RDA/CC MTG _____ 202
RDA Item #____ CC Item#____

ACKNOWLEDGMENTS

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 202 by _____ as _____ of _____.

Notary Public in and for said County and State

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 202 by _____ as _____ of _____.

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

EXHIBIT B

DESCRIPTION OF TENANT IMPROVEMENT AREA

ATTACHMENT "10"
REAL PROPERTY OWNER CONSENT

EXHIBIT C

TENANT IMPROVEMENT INCENTIVE PROGRAM GUIDELINES

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TENANT IMPROVEMENT INCENTIVE PROGRAM

Handbook Includes:

- Program Details
- Process Checklist
- Application & Attachments

Tenant Improvement Incentive Program Details

TENANT IMPROVEMENT INCENTIVE PROGRAM:

- Helps reduce office and commercial vacancy in the Las Vegas redevelopment areas
- Aids in attracting quality tenants to Las Vegas redevelopment areas
- Helps landlords and developers in the Las Vegas redevelopment areas who are competing for quality tenants
- Assists with upgrading older facilities to make them more competitive
- Provides a high return on investment to the city in the form of quality jobs and capital investment
- Rebates 10 percent of the total tenant improvement value, up to a maximum not to exceed \$50,000 for spaces 2,500-4,999 sf and not to exceed \$95,000 for spaces 5,000 sf plus, on qualified expenditures meeting minimum requirements
- Certain projects may be eligible if under 2,500 sf, provided such projects provide tenant improvement valued at a minimum of \$20 per square foot and employ a minimum of 10 full-time workers in the premises
- Landlords can apply for multiple grants within the same building if each transaction meets the minimum program requirements
- Tenants can apply for grant funds subject to landlord consent
- Funding is available annually on a first-come, first served basis. Once all fiscal-year funds have been expended, no further applications for that year will be accepted.

TIME FRAME:

- Application process takes approximately 60 calendar days once all necessary documents and materials are received from the applicant. These must include all documentation of compliance with the city of Las Vegas Redevelopment Agency's Employment Plan Policies.
- All projects receiving Tenant Improvement Incentive Program ("TIIP") funds must be completed within 180 calendar days of the date application is approved by Las Vegas City Council (acting as the Redevelopment Agency Board of Directors). Projects not completed within the specified 180 days

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forfeit all approved and allocated TIIP funds.

- Reimbursement of funds takes approximately 45 calendar days once copies of all invoices and cancelled checks, as well as photos of completed project, are received. *(The City of Las Vegas Redevelopment Agency reserves the right to pay applicant in one lump sum or installments.)*

A

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PROPERTY/BUSINESS REQUIREMENTS:

- Located within one of the City's Redevelopment Areas in tax district 203, 204, 207, 212, 213 or 214, or in a future Redevelopment Area
- Eligible zoning designations: C-1, C-2, C-M, C-PB, C-V, M, O, P-R, and all form based code designations
- For Tenant applicant, has a lease term of at least five (5) years remaining subsequent to completion of TIIP-related renovation work
- For Landlord/owner Applicant, show a plan for leasing the property following the completion of the Qualified Expenditures improvements
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding
- Must comply with **at least two (2)** of the following:
 - Consist of at least 2,500 square feet of leasable **interior** office space (exterior spaces and facilities are excluded)
 - Provides tenant improvements valued at a minimum of \$20 per square foot
 - Employs a minimum of 10 full-time workers in the premises within the premises

Ineligible Properties:

- Residential properties
- Industrial properties
- Properties or projects not meeting eligibility requirements
- Businesses specifically excluded are cannabis-related operations or those requiring a privileged license*

*** Examples of businesses requiring a Privileged License:** adult nightclubs, auctions and auctioneers, bail bonds, burglar alarms, check cashing, chapels, churches, convenience stores, erotic dance, escort bureaus, gaming, ice cream trucks, locksmiths, martial arts, massage establishments or therapists, outcall entertainment, pistol permits, pawnbrokers, psychic arts, reflexology, sexually oriented businesses, slot route operators, smoke shops, temporary privilege licensees, teenage dances

QUALIFIED EXPENDITURES FOR INTERIOR IMPROVEMENTS:

- Access doors & frames
- All-glass entrances
- Architectural wood casework
- Bifolding wood doors

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- Blanket insulation
- Blown insulation
- Communications: master antenna, satellite, television service and premises wiring for cable television or community antenna television (CATV)

B

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QUALIFIED EXPENDITURES (continued)

- Composite fabrication
- Concrete finishing
- Decorative metal
- Drapery track & hardware
- Electrical
- Electronic safety and security: hangers, conduits, cable trays, access control, intrusion detection, video surveillance, fire detection & alarms
- Expansion control: interior floor, wall and ceiling expansion or control joint cover assemblies
- Finish carpentry
- Finishes – furring, lath, plastering, tiling, acoustical panel ceilings, integrated ceiling assemblies
- Fire protection specialties & fire suppression
- Flooring: brick, stone, tile, wood, vinyl, terrazzo, carpeting
- Flush-wood doors
- Flush-wood paneling
- Foamed-in-place insulation
- Folding doors
- Glass unit masonry
- HVAC distribution
- Integrated automation: electric control switches, pushbuttons, relays, time-delay relays, timers, counters, control power transformers & control panels
- Integrated metal door opening assemblies
- Interior demolition
- Interior doors
- Manufactured casework
- Masonry veneer
- Masonry-supported stone cladding (interior walls)
- Mass notification systems
- Plumbing (interior only)
- Projection screens

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- Rough carpentry
- Simulated stone fabrication



QUALIFIED EXPENDITURES (continued)

- Solid surfacing fabrication
- Specialties: visual display units, signage, cubicle curtains and tracks, wire mesh partitions, demountable partitions, movable panel systems (floor-to-ceiling acoustic type), accordion folding partitions
- Sprayed insulation
- Sustainable design requirements
- Unit masonry
- Unit masonry panels
- Wall coverings, painting & coating, stretched-fabric wall systems
- Window sash, glass & glazing, operating hardware (required by tenant)
- Wood, plastics & composites
- Demising Walls

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APPLICANT REQUIREMENTS:

- Complete all required TIIP forms in their entirety including any attachments
- Include three (3) project bids for all work or justify why a single bid is being submitted
- No organizational or personal bankruptcy proceedings within the past five years
- No past-due federal, state, county or city of Las Vegas tax bills
- No past-due bills or debts to the city of Las Vegas or the City of Las Vegas Redevelopment Agency
- Have no other reasonable means of financing tenant improvements without benefit of a TIIP
- Show proof of a current required **City of Las Vegas** business license
- Supply copy of property owner's deed
- Provide current tenant list and/or leasing plan, if landlord
- Supply executed lease or letter of intent to lease with at least a five-year term remaining, subsequent to completion of TIIP-related renovation work.
- Provide signed and notarized copy of "*TIIP Real Property Owner Consent*" form, if tenant
- Make brief presentation at the Las Vegas Redevelopment Agency Board/City Council meeting. It is preferable that the applicant (owner or tenant, as applicable) attends, but a knowledgeable applicant's representative may also make the presentation, as well as accompany an applicant.

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APPLICANT REQUIREMENTS (continued)

- Execute the City of Las Vegas Redevelopment Agency Tenant Improvement Incentive Agreement (the “TIIP Agreement”).
- **Receive City of Las Vegas Redevelopment Agency Board and City Council approvals of the TIIP Agreement before beginning work.** Any work started prior to this approval will be the applicant’s responsibility.
- **Obtain all entitlements and/or permits needed for the project. Approval of TIIP funds does not mean you are guaranteed entitlements or permits – you must apply and be approved.**
- **Execute a building maintenance agreement with the City of Las Vegas Redevelopment Agency.**
- Comply with Developer/Contractor Award Phase and “Construction Phase” of the City of Las Vegas Redevelopment Agency Employment Plan Policy, revised June 18, 2014. (The City of Las Vegas Redevelopment Agency Employment Plan Policy and templates are located at www.lvrda.org.)

Per NRS 279.500(c), if the value of the incentive received by the applicant from the City of Las Vegas Redevelopment Agency exceeds \$100,000, the project will be registered with the State of Nevada Office of the Labor Commissioner as a Public Works project, http://labor.nv.gov/PrevailingWage/2016-2017_Prevailing_Wages/ and the applicant will be required to pay prevailing wage to all applicable workers and submit certified payroll records to both the City of Las Vegas Redevelopment Agency and the Labor Commissioner on a biweekly basis.

- Complete all Qualified Expenditure improvements within 180 days of City Council approval of the TIIP Agreement. Submit to the City of Las Vegas Redevelopment Agency for approval all paid invoices/cancelled checks/other proof of payment for the Qualified Expenditure improvements, Certificate of Occupancy for the applicable premises, as well as photos of completed project, prior to receiving any funds. (*The City of Las Vegas Redevelopment Agency reserves the right to refuse payment for any change orders not authorized prior to construction commencement.*)
- Maintain and sustain the Qualified Expenditure improvements.

APPROVAL POLICIES:

- Applications will be reviewed and considered in the order they are received
- Approval will be based on the following:
 - o Condition of the existing office space
 - o Value of the completed improvements considered Qualified Expenditures
 - o Amount of private investment contributed by participant
 - o Compliance with City of Las Vegas development and construction requirements

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- o Potential to stabilize or increase economic activity within the surrounding neighborhood
- o Quality of proposed design
- o Complies with **at least two (2)** of the following:
 - ◆ Offers a minimum of **2,500** square feet of leasable space
 - ◆ Provides tenant improvements valued at a minimum of \$20 per square foot
 - ◆ Employs a minimum of 10 full-time workers in the premises
- o For Tenant Applicant, has a lease term of at least five years remaining subsequent to completion of TIIP-related renovation work
- o Grant not to exceed \$50,000 for spaces 2,500 sf to 4,999 sf and not to exceed \$95,000 for spaces 5,000 sf plus.
- o Availability of funding

E

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APPROVAL POLICIES (continued)

- Applicant participation in this program and approval of any grant monies is at the sole discretion of the City of Las Redevelopment Agency Board.
- Agency shall have the ultimate authority to accept or reject each application, and have complete authority to decide whether requested work is eligible for this program.
- Agency shall be obligated to commit funds only after a TIIP Agreement with the applicant is approved by the Las Vegas City Council, acting as the Board of Directors for the City of Las Vegas Redevelopment Agency.
- Any action taken by the City of Las Vegas Redevelopment Agency Board of Directors is final. There is no appeal process for applications that are not approved by the City of Las Vegas Redevelopment Agency Board of Directors.
- A "Certificate of Completion of Construction" will be recorded against the title of the subject property to verify the completion of the interior improvements and the payment of the grant.

QUALIFIER:

- Final selection of a contractor(s) is the sole responsibility of the participating applicant. The City of Las Vegas Redevelopment Agency shall offer no warranty on work performed. The applicant should obtain any desired warranty information from the contractor(s) in writing.

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F

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APPLICATION CHECKLIST:

**All information included in this checklist must be submitted to the City of Las Vegas
Redevelopment Agency before we can begin the process:**

- All documents signed by person certified as one of company's principals on the following pages: 4, 7, 9 and 11
- List of property owners' names, landlord's representative name, & contact information (page 1)
- List of proposed improvements with estimated project costs (pages 2-4)
- Notarized & signed **Disclosure of Ownership/Principals - Real Property** (pages 6 &7)
AND Notarized & signed **Disclosure of Ownership/Principals - Business** (pages 8 &9)
- Notarized & signed **Participant Affidavit and Employment Plan** (pages 10 & 11)
- Copy of current **City of Las Vegas** business license
- Copy of property owner's deed
- Complete list of employees' names and start dates
- Lease with at least five years occupancy remaining. Information pertaining to price can be redacted.
- Landlord's current tenant list or leasing plan, if applicable
- Completed Employment Plan forms/templates
- High-quality "before" images of property from all sides/angles*
- High-quality images of renderings of proposed project*
- High-quality images of tenant's space plan*
- Three contractor bids for work being done or justification for why only one bid submitted.

* Please send separate jpegs of a few of your "before" photos and your "after" renderings. These are needed for the PowerPoint presentation we will put together for you when you make your presentation to the RDA Board/City Council.

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TIIP APPLICATION

Applicant Information:

Applicant's Name (company name as listed on City of Las Vegas business license): _____

Applicant's Corporate Name: _____

Applicant's Corporate Business Address: _____

Name of Business at Project Address: _____

Applicant's City of Las Vegas Business License Number: _____

Applicant's Phone #: _____ Business #: _____ Cell #: _____

Applicant's E-mail Address: _____

Is the applicant the property owner or the tenant? _____ Owner _____ Tenant

Property Information:

Property Owner's Name: _____

Property Owner's Mailing Address: _____

Property/Project Address: _____

Size of Building/Project (square footage, # of levels, # of seats) _____

Assessor Parcel Number(s): _____

Name of Tenant(s): _____

Lease Expiration Date: _____ Option to Extend: Yes No How Long: _____ years

Property Manager: _____ Phone: _____ Fax: _____

1. Is the proposed project located in a Redevelopment Area? _____ Yes _____ No

2. Current Number of Employees: _____ Full-Time _____ Part-Time _____ Contract

3. Number of Employees (Post Project Completion): _____ Full-Time _____ Part-Time _____ Contract

4. Number of Construction Workers for Project: _____

5. Current and/or Projected Wages for Employees: (please attach additional sheet if necessary)

Job Title _____ Salary Range \$ _____ (annual/hourly)

Job Title _____ Salary Range \$ _____ (annual/hourly)

Job Title _____ Salary Range \$ _____ (annual/hourly)

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TIIP APPLICATION

Please list and describe proposed interior improvements.

Please describe the extent to which the existing office space is in need of improvements to attract a quality tenant.

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TIIP APPLICATION

Please describe how you plan to leverage TIIP grant funds with other contributed funds.

Please describe how you intend to maintain the improvements through their useful life.

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TIIP APPLICATION

Estimated Budget for Interior Improvements

Use of Funds (Activity)	Source of Funds	Estimated Cost
Total Interior Budget		\$

Interior Costs: \$ _____ Exterior Costs: \$ _____ Project Total: \$ _____

Project Funded with: _____ Owner Equity _____ Bank Financing _____ Investors Other
(_____)

Execution of Application

The applicant acknowledges that the City of Las Vegas Redevelopment Agency will not offer grant funds for work begun prior to approval of the TIIP grant application and corresponding TIIP Agreement by the Las Vegas City Council, acting as the City of Las Vegas Redevelopment Agency Board. Any work started prior to this approval will be the applicant's responsibility.

Furthermore, applicant acknowledges that the identified project must be completed within 180 days of the original approval date; if said project is not completed within 180 days, all funds approved and allocated for said project will be forfeited by applicant and the corresponding TIIP Agreement terminated.

Signature: _____ Date: _____

Print Name: _____

Title: _____

TIP DISCLOSURE OF OWNERSHIP/PRINCIPALS

Details About Completing “Disclosure of Ownership/Principals” Forms that Follow

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 individual or entity holding more than one percent interest;
- For each type of business organization:
 - (a) *Sole Proprietorship*: Owner of business
 - (b) *Corporation*: Directors and officers of corporation, but not any branch managers of offices which are a part of the corporation;
 - (c) *Partnership*: General and limited partners
 - (d) *Limited liability company*: Managing member or manager as well as all other members
- For each type of real property interest:
 - (a) *Estate in Severalty*: Sole ownership by one individual or entity
 - (b) *Tenancy in Common*: Multiple owners without right of survivorship
 - (c) *Joint Tenancy*: Multiple owners with right of survivorship

POLICY

In accordance with Resolution R-4-99, adopted by the Agency and Resolutions R-79-99 and R-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.

INSTRUCTIONS

The disclosure required by the resolutions referenced above shall be made through the completion and execution of the “Disclosure of Owners/Principals” certificate. (See next page.) 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. An officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Disclosure Certificate, and such signing shall be notarized.

INCORPORATION

The Disclosure shall be incorporated into the TIIP Agreement between the City and the Contracting Entity. Upon execution of the TIIP Agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in the Disclosure. The notification shall be made within 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 TIIP Agreement, and/or a withholding of payments due the Contracting Entity.

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TIIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

TIIP Contracting Entity

Name: _____

Mailing Address: _____

Tenancy in Common _____ Joint Tenancy _____

Ownership Interest

Estate in Severalty _____

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.

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.

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If continuation sheets are attached, please indicate the *number of sheets*: _____

[Please Note: This application packet will be designed by the graphics department after approval]

TIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: _____

State of Nevada
County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

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Notary Public

7

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TIIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – BUSINESS

TIIP Contracting Entity Information

Name: _____

Mailing Address: _____

Business Phone: _____

Type of Business

Sole Proprietor _____ Partnership _____ 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.

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.

[Please Note: This application packet will be designed by the graphics department after approval]

If continuation sheets are attached, please indicate the *number of sheets*: _____

[Please Note: This application packet will be designed by the graphics department after approval]

TIIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – BUSINESS

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: _____

State of Nevada
County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

[Please Note: This application packet will be designed by the graphics department after approval]

Notary Public

[Please Note: This application packet will be designed by the graphics department after approval]

TIIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
 } ss:
COUNTY OF CLARK }

I, _____, 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 _____, a company duly organized in the State of Nevada as a _____, (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 _____ ("Site"), as more particularly described by the OTIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I either own the property, 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 property which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the property 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

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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 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. Applicant will comply with "Developer/Contractor Award Phase" and "Construction Phase" of the city of Las Vegas Redevelopment Agency Employment Plan Policy, revised June 18, 2014
6. If the value of the incentive received by the applicant from the Redevelopment Agency exceeds \$100,000 per NRS 279.500(c) the project will be registered with the State of Nevada Office of the Labor Commissioner as a Public Works project, http://labor.nv.gov/PrevailingWage/2016-2017_Prevailing_Wages/ and the applicant will be required to pay Prevailing Wage to all construction workers and submit certified payroll records to both the Redevelopment Agency and the Commissioner on a biweekly basis.

DATED this _____ day of _____, _____.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this _____ day of _____, _____, by _____.

NOTARY PUBLIC
My Commission Expires:

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Economic and Urban Development Department
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Las Vegas City Council:
Mayor Shelley Berkley
Mayor Pro Tem Brian Knudsen, Ward 1
Councilwoman Kara Kelley, Ward 2
Councilwoman Olivia Diaz, Ward 3
Councilwoman Francis Allen-Palenske,
Ward 4
Councilwoman Shondra Summers-
Armstrong, Ward 5
Councilwoman Nancy Brune, Ward 6

City Manager: Michael Janssen
Chief Financial Officer: Susan Heltsley
Deputy City Manager: Sabra Newby
Deputy City Manager: Rosa Cortez
Deputy City Manager: Tim Hacker
Executive Director: Seth Floyd