

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

3 WHEREAS, Owners are the owners of real property and improvements located at 1309 South
4 Commerce Street, Las Vegas, Nevada 89102, and which parcel is commonly known as APN 162-03-105-
5 013 (the “Property”); and

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

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

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

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1 . NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the
2 Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and
3 objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the
4 Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to
5 execute any and all additional documents (including any Attachments to the Agreement) and to perform any
6 additional acts necessary to carry out the intent and purpose of the Agreement.

7 THE FOREGOING RESOLUTION and Agreement was passed, adopted and approved this _____
8 day of _____, 2026.

9 CITY OF LAS VEGAS
10 REDEVELOPMENT AGENCY

11 BY _____
12 SHELLEY BERKLEY, Chair

13 ATTEST:

14 _____
15 DR. LUANN D. HOLMES, MMC
16 Secretary

17 APPROVED AS TO FORM

18  2/17/26
19 Gillian Block Segerblom Date
20 Deputy City Attorney

21 Resolutions No. RA-____-2026

22 RDA/City Council Meeting _____
23 RDA Item _____ CC Item _____
24
25
26

EXHIBIT "A"

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT**

TENANT/OWNERS

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2026, 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"), Nevada Good Luck Investments LLC, a Nevada limited liability company & 1301 Commerce LLC, a Nevada limited liability company (hereinafter referred to as the "Owners"), and Wonder Fine Liquids, LLC a Nevada limited liability company (hereinafter referred to as the "Tenant").

Recitals

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

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

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

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

leveraging of public resources and that such improvements are significant in character, as determined by the Agency; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, the Owners 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. Owners Nevada Good Luck Investments LLC, a Nevada limited liability company & 1301 Commerce LLC, a Nevada limited liability company. Nevada Good Luck Investments LLC's principal office is located at 2552 E Olympic Blvd., Los Angeles, CA 90023. 1301 Commerce LLC's principal office is located at 15874 E Crestridge Cir., Centennial, CO 80015. Tenant is Wonder Fine Liquids, LLC a Nevada limited liability company. Tenant's principal office is located at 2620 Regatta Drive, Suite 102, Las Vegas, NV, 89128.

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

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

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

- a. The purchase price for the Façade Easement shall be an equal to the Exterior Improvement Funds.
- b. Only Exterior Improvements which are substantial in character will be eligible for reimbursement by the Agency. As determined and approved by the Agency, "substantial improvements" may include, without limitation, painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. The addition, improvement, replacement, rehabilitation or restoration of exterior signage does not constitute a substantial improvement, unless such addition, improvement, replacement, rehabilitation, or restoration is one component of a project that has been otherwise approved by the Agency. All Exterior Improvements must be visible from the public right-of-way. Newly constructed buildings which have been completed within twelve (12) months of the Tenant's or the Owner's application are not eligible.
- c. The Owners and/or Tenant, as applicable, shall have provided Agency with all the documents required for participation in the Commercial VIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Façade and a Building Façade Maintenance Agreement.
- d. The final total of the Exterior Improvement Funds will be determined by the Agency, and the Agency shall pay the Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by the Tenant for the Qualified Exterior Improvements, and inspection and approval of such Exterior Improvements, in accordance with the CVIP Guidelines.
- e. Agency shall cause the Façade Easement and the Building Façade Maintenance Agreement to be recorded against the Property in the official records of the Clark County, Nevada Recorder's Office promptly after completion of the Exterior Improvements and upon payment of the Exterior Improvement Funds by the Agency to the Tenant. The Façade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.
- f. The Owners and/or the Tenant, as applicable, hereby agree to maintain the Property, including without limitation the Façade Easement Area and the Exterior Improvements, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement. The Owners and the Tenant agree that all material future changes to the exterior surfacing of the building(s) on the Property, including the Façade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which,

in the opinion and judgment of the Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Façade Easement is recorded against the Property. The Owners and/or the Tenant, as applicable, shall be in default of this Agreement if the Owners and/or the Tenant breach any of the obligations under this Section 3 the Building Façade Maintenance Agreement.

- g. The Agency shall not use or exercise any right granted by the Façade Easement or do anything in a manner that will damage or impair the Façade Easement Area or any structural integrity of the building on the Property.

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

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

- a. Option Term. The term of the Option (the "Option Term") shall commence upon recordation of the Façade Easement and shall continue until the termination of the Façade Easement. In order to exercise the Option, the Owners must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.
- b. Repurchase Price. If the Owners exercises the Option, the Agency agrees to sell and the Owners agrees to repurchase the Façade Easement in an amount equal to the unamortized portion of the Exterior Improvement Funds amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of the Façade Easement (the "Amortization Schedule").
- c. Title, Escrow and Closing Costs. The Owners shall pay all title, escrow and closing costs and fees associated with the repurchase of the Façade Easement. The Owners shall execute such documents and take such actions as may be necessary to effectuate such repurchase.
- d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Façade Easement to be recorded on the Property

SECTION 6: IMPROVEMENTS TO THE PROPERTY AND PROJECT BUDGET. The Tenant shall make the Exterior Improvements to the Property, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment "6" and incorporated herein by reference. The Scope of Work and Tentative Schedule of Improvements shall provide a line-item budget, acceptable to the

Agency, for all work to be performed. Within thirty (30) days of the Effective Date of this Agreement by the Agency, the Tenant agrees to commence, or cause the commencement of, construction of the Exterior Improvements, including the Façade Easement Area, pursuant to the plans and other documents submitted by the Owners and/or the Tenant and approved by Agency in accordance with the CVIP Guidelines. The Tenant shall complete the Exterior Improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the Exterior Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the Property also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Property, provided that the Agency gives the Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Property, except in the event of an emergency. The Tenant agrees that Agency has agreed to enter into this Agreement in reliance upon the Tenant's strict agreement to commence and complete the Exterior Improvements by the required dates in this Section 6 and any failure of the Tenant to commence and complete the Exterior Improvements by such required dates will be a material default of the Tenant under this Agreement giving the Agency the right to immediately terminate this Agreement.

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

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

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

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

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

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for its construction, installation or operation the use of qualified and trained labor;
or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

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

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

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

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

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

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

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

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owners and the Tenant warrant that they have not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owners and/or the Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Owners and/or the Tenant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency and Resolution R-79-99 and R-105-99 adopted by the City Council of the City of Las Vegas, the Owners and the Tenant warrant that they have disclosed, on the Disclosure of Principals forms attached hereto as Attachment "7-A" and Attachment "7-B" and incorporated herein by reference, all persons and entities holding more than one percent (1%) interest in the Owners and the Tenant or any principal member of the Owners and the Tenant. Throughout the term hereof, the Owners and/or the Tenant, as applicable, shall notify the Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Each of the Tenant's or the Owner's failure or delay to perform any term or provision of this Agreement shall constitute a default. Upon any default, the Agency may terminate this Agreement upon written notice to the Tenant and the Owners without any cure right. If the Agency terminates this Agreement for any reason, including a default, then (i) any obligation of the Agency to the Owners to acquire the Façade Easement shall terminate and be null and void and (ii) the Tenant agrees to return any and all Agency funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. If the Tenant and/or the Owners 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 Owners or the Tenant upon termination for default. Under no circumstances may the Agency's liability under this Agreement exceed the amount of the Exterior Improvement Funds.

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

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

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be

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 Owners, and the Tenant, and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of the Agency, the Owners and the Tenant.

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

SECTION 22: TIME FOR THE AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2026 by the Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

SIGNATURE BLOCKS ON THE NEXT PAGE

Date of Agency Approval:

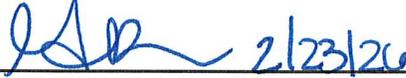
_____, 2026

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

APPROVED AS TO FORM:



Counsel to the Agency Date
Gillian Block Segerblom
Deputy City Attorney

ATTEST:

DR. LUANN D. HOLMES, MMC
Secretary

OWNERS: Nevada Good Luck Investments LLC,
a Nevada limited liability company

By: _____
Name: Jonathan Kermani
Its: Managing Member

1301 Commerce LLC,
a Nevada limited liability company

By: _____
Name: Michael Cornthwaite
Its: Manager

TENANT: Wonder Fine Liquids, LLC,
a Nevada limited liability company

By: _____

Name: James Manos

Its: Manager

LIST OF ATTACHMENTS

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

ATTACHMENT "1"

LEGAL DESCRIPTION OF THE PROPERTY

LOTS ONE (1), TWO (2), THREE (3) IN BLOCK THREE (3) OF BOULDER ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 52 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN: 162-03-105-013

ATTACHMENT "2"

PROOF OF OWNERSHIP

Copy of Deed demonstrating

Nevada Good Luck Investments LLC

And

1301 Commerce LLC

Is on file with the City of Las Vegas Redevelopment Agency

ATTACHMENT "3"

PROOF OF LEASEHOLD INTEREST

Copy of Lease By and Between

Nevada Good Luck Investments LLC & 1301 Commerce LLC (Lessors)

And

Wonder Fine Liquids, LLC (Lessee)

Is on file with the City of Las Vegas Redevelopment Agency

ATTACHMENT "4"

FORM OF FAÇADE EASEMENT

APN: 162-03-105-013

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

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

FAÇADE EASEMENT AGREEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, this FAÇADE EASEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2026, whereby Nevada Good Luck Investments LLC, a Nevada limited liability company & 1301 Commerce LLC, a Nevada limited liability company ("Grantors"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, organized and existing under the community development laws of the State of Nevada ("Grantee"), a nonexclusive façade easement in gross (the "Façade Easement") on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The location of the Façade Easement is described in Exhibit B attached hereto and incorporated herein by this reference (the "Façade Easement Area").

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

2. Grantors shall maintain the Property and the Façade Easement Area in accordance with this Agreement, the Building Façade Maintenance Agreement which has been recorded against the Property by separate instrument, and the CVIP Agreement. Grantors agree that all material future changes to the exterior surface of the façades of the building that have been

improved on the Property shall be subject to the approval of Grantee, which approval shall not be unreasonably withheld.

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

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

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

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

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

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

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

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

- b. Repurchase Price. If Grantors exercise the Option, as provided herein, Grantee agrees to sell and Grantors agree to repurchase the Façade Easement for an amount equal to the unamortized portion of purchase price for the Exterior Improvements as set forth in the CVIP Agreement and the amortization schedule in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").
- c. Title, Escrow and Closing Costs. Grantors shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Façade Easement. Grantors and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

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

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

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

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

IN WITNESS WHEREOF, Grantors and Grantee have executed this Agreement as of this
__ day of _____, 2026

GRANTORS:

Owners: Nevada Good Luck Investments LLC,
a Nevada limited liability company

By: _____

Name: Jonathan Kermani

Its: Managing Member

1301 Commerce LLC,
a Nevada limited liability company

By: _____

Name: Michael Cornthwaite

Its: Manager

GRANTEE:

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

By: _____

SHELLEY BERKLEY

Chair

ATTEST:

DR. LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

Counsel to the Agency

Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____,
2026 by Jonathan Kermani as Managing Member of Nevada Good Luck Investments LLC.

Notary Public in and for said County and State

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____,
2026 by Michael Cornthwaite as Manager of 1301 Commerce LLC.

Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2026 by Shelley Berkley as Chair of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS ONE (1), TWO (2), THREE (3) IN BLOCK THREE (3) OF BOULDER
ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON
FILE IN BOOK 1 OF PLATS, PAGE 52 IN THE OFFICE OF THE COUNTY
RECORDER OF CLARK COUNTY, NEVADA.

APN: 162-03-105-013

EXHIBIT B

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the east side of South Commerce Street, as described in "*Attachment – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

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

EXHIBIT C

FAÇADE EASEMENT REPURCHASE PRICE
AMORTIZATION SCHEDULE

1. Amount of purchase price: \$50,000.00 (Maximum)
2. Repurchase price based on unamortized portion of purchase price amortized on straight-line basis over five (5) years as follows:

Anytime during first year: \$50,000.00

Anytime during second year: \$40,000.00

Anytime during third year: \$30,000.00

Anytime during fourth year: \$20,000.00

Anytime during fifth year: \$10,000.00

After five full years from recordation
of the Façade Easement Deed: \$0.00

ATTACHMENT "5"

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 162-03-105-013

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

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

BUILDING FAÇADE MAINTENANCE AGREEMENT

THIS BUILDING FAÇADE MAINTENANCE AGREEMENT (this "Agreement"), made this ____ day of _____, 2026, by and among Nevada Good Luck Investments LLC, a Nevada limited liability company & 1301 Commerce LLC, a Nevada limited liability company hereinafter referred to as "Owners", Wonder Fine Liquids, LLC, a Nevada limited liability company, hereinafter referred to as "Tenant" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, organized and existing under the community development laws of the State of Nevada, hereinafter referred to as "Agency", is made with reference to the following facts:

WHEREAS, the Owners are the owner of that real property in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), commonly known as 1309 South Commerce Street, Las Vegas, Nevada 89102 and currently designated as Assessor's Parcel No. 162-03-105-013; and

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

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

WHEREAS, the Agency, the Owners, and the Tenant (as defined in the CVIP Agreement) entered into a Commercial Visual Improvement Agreement, dated _____, 2026 (the "CVIP Agreement"), and a Façade Easement Agreement of even date herewith, which ensure that the building façade(s) on the Property will be presented in a manner consistent with the CVIP Guidelines, as defined in the CVIP Agreement; and

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

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

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

1. Purpose. The purpose of this Agreement is to ensure diligent maintenance of the building façade improvements in the Façade Easement Area, in accordance with the plans approved by the Agency and any other City of Las Vegas ("City") department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the relevant improvements required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Las Vegas Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, Nevada 89101.
2. Duty to Maintain Property. Each of the Tenant and the Owners covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by the Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, the Owners covenants that:
 - a) All exterior building façades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by the Agency during the term of this Agreement.
 - b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

- c) All exterior doors, door hardware, handles, locksets and latch sets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.
- d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.
- e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

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

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

4. Hold Harmless. Each of the Tenant and the Owners 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 Owners 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 Owners, as applicable, within ten (10) days after the Agency's delivery of an invoice to the such party for such cost, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date of the invoice until the Agency is reimbursed by such party. Any warranties provided by Agency's contractor(s) shall be assigned to such party upon the such party's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in Paragraph 4 above, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice in the official records of the Clark County, Nevada Recorder's Office. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this Agreement and shall state the amount, together with a statement that such amount is unpaid. Such lien shall be immediately released upon Owner's payment of said costs to the Agency.
7. Notices. Notices required or permitted to be given under the terms of this Agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

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

OWNERS: Nevada Good Luck Investments LLC
2552 E Olympic Blvd.
Los Angeles, California 90023
Attn: Jonathan Kermani

1301 Commerce LLC
2552 E Olympic Blvd.
Los Angeles, California 90023
Attn: Michael Cornthwaite

TENANT: Wonder Fine Liquids, LLC
2620 Regatta Dr., Suite 102
Las Vegas, Nevada 89128
Attn: James Manos

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

8. Property Owners. If the Owners 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 Owners shall have no further obligation hereunder as to said Property or that portion thereof. If the Owners lease 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 Owners shall advise the Executive Director of the Agency in writing of any changes in address of the Owners 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 Owners shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.
 - c) This writing contains a full, final and exclusive statement of the agreement of the parties.
 - d) By executing this Agreement, each of the Tenant and the Owners, on its behalf and on behalf of any successor in interest, authorizes and grants to the Agency or to the Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the façade improvements or to perform any work authorized by this Agreement in the event of breach by the Tenant or the Owners of any covenant set forth in Paragraph 2 above. However, the Agency shall coordinate the time of such inspections with the tenant or the Owners, as applicable, in order to minimize the disruption of business or inconvenience to such party's customers. No advance notice shall be required in the event of an emergency.
10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Agreement and execution of this Agreement by the Agency, the Tenant, and the Owners, 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 Owners a copy of the Agreement showing the Recorder's stamp.

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

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions which bind the Owners shall be binding upon and effective against any successor to the Owners whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.
12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.
13. Estoppel Certificate. Upon written request by the Owners or a subsequent owners, or the Tenant, the Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the Property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

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

OWNERS:

Nevada Good Luck Investments LLC, a
Nevada limited liability company

By: _____ Date: _____
Name: Jonathan Kermani
Title: Managing Member

1301 Commerce LLC, a
Nevada limited liability company

By: _____ Date: _____
Name: Michael Cornthwaite
Title: Manager

TENANT:

Wonder Fine Liquids, LLC, a
Nevada limited liability company

By: _____ Date: _____
Name: James Manos
Title: Manager

AGENCY:

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

By: _____ Date: _____
SHELLEY BERKLEY, Chair

ATTEST:

DR. LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency

Date

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____,
2026 by SHELLEY BERKLEY as Chair of the City of Las Vegas Redevelopment Agency.

Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS ONE (1), TWO (2), THREE (3) IN BLOCK THREE (3) OF BOULDER
ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON
FILE IN BOOK 1 OF PLATS, PAGE 52 IN THE OFFICE OF THE COUNTY
RECORDER OF CLARK COUNTY, NEVADA.

APN: 162-03-105-013

EXHIBIT B

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the east side of South Commerce Street, as described in "*Attachment – Legal Description of the Property*" and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

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

ATTACHMENT "6"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

ESTIMATED BUDGET FOR EXTERIOR IMPROVEMENTS

Use of Funds (Activity)	Source of Funds	Estimated Cost
Demolition of storefront, removal of current windows	Business Checking	\$5,000
Frame for garage doors, install new roll-up garage doors to open up storefront.	Business Checking	\$30,000
Prepare paint and apply finishes to existing storefront.	Business Checking	\$7,500
Install metal fence for enclosed new build patio and concrete countertop.	Business Checking	\$35,922
Purchase and installation of two (2) garage roll-up doors for storefront	Business Checking	\$20,087
Installation of storefront security camera system and additional exterior lighting. Equipment needed to operate and maintain those systems.	Business Checking	\$32,331
Awnings and/or patio umbrellas/coverings to provide shade to patio when necessary & add aesthetic appeal	Business Checking	\$17,600
Total Exterior Budget		\$78,422 + \$70,018 = \$148,440

Estimated CVIP Grant

\$50,000.00

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "7-A"

DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

VIP Contracting Entity Information

Corporate Name: Nevada Good Luck Investments LLC and 1301 Commerce LLC

Mailing Address: 2552 E Olympic Blvd., Los Angeles CA 90023

Business Phone: 310-876-8461

Ownership Interest

Estate in Severalty _____ Tenancy in Common Joint Tenancy _____

Disclosure of Ownership/Principals:

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

Full Name & Title	Business Address	Business Phone
Jonathan Kermani / Managing Member	2552 E Olympic Blvd., Los Angeles CA 90023	310-876-8461
Michael Cornthwaite - Member	2552 E Olympic Blvd., Los Angeles CA 90023	310-876-8461

Additional Ownership/Principals

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

VIP 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: _____ 1-16-26

State of ~~Nevada~~ California
County of ~~Clark~~ Los Angeles

This instrument was acknowledged before me on

01/16/2026 (date) by

Jonathan Mehdi Kermani (name of person)

Jennine Garcia
Notary Public

See Attached Certificate ^{JG}

REAL PROPERTY OWNER CONSENT

STATE OF Colorado }
NEVADA } ss: AJ
COUNTY OF Arapahoe }
CLARK }

I, Michael Cornthwaite (1301 Commerce LLC), owner and/or authorized representative of APN# 162-03-105-013 also commonly known as 1301 S. Commerce Ln. NV 89102 hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Business Security Program, which are to be undertaken by James Manos (Wonder Fine Liquids LLC), the tenant and/or business owner.

DATED this 12th day of February, 2026.

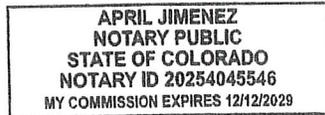
Authorized Signature: [Signature]

SIGNED AND SWORN TO before me

this 12th day of February, 2026, by Michael Cornthwaite.

NOTARY PUBLIC April Jimenez Antojini

My Commission Expires: 12/12/2029



ATTACHMENT "7-B"

DISCLOSURE OF OWNERSHIP/PRINCIPALS – BUSINESS

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – BUSINESS

VIP Contracting Entity Information

Corporate Name: Wonder Fine Liquids, LLC
Mailing Address: 10404 Noontide Avenue Las Vegas, Nevada 89135
Business Phone: 775-813-2349

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company ^{XXX} _____
Corporation _____

Disclosure of Ownership/Principals:

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

Full Name & Title	Business Address	Business Phone
James Manos - Owner/Operator	1309 South Commerce St. Las Vegas, Nevada 89102	775-813-2349

Additional Ownership/Principals

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

DISCLOSURE OF PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts 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.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Nevada Good Luck Investments / 1301 Commerce LLC	
Address: 2552 E. Olympic Blvd	City / ST / Zip: Los Angeles, CA 90023
Telephone: 310-876-8461	EIN or DUNS: 83-0948751
Block 2: Description / Subject Matter of Contract	
Services for: Wonder Fine Liquids, LLC	Project Number:
Block 3: Type of Business	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	
Block 4: Disclosure of Ownership and Principals	

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Michael Cornthwaite	2552 E Olympic Blvd	310-876-8461
2	(1301 Commerce LLC)	Los Angeles, CA 90023	
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")

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

1301 Commerce LLC / Michael Cornthwaite

Signature

[Handwritten Signature]

Date

Subscribed and sworn to before me this 12th day of February, 2026

[Handwritten Signature]

Notary Signature

APRIL JIMENEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254045546
MY COMMISSION EXPIRES 12/12/2025

VIP 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: _____
N/A

Date of Attached Document: _____
N/A

Number of Pages: _____

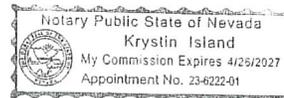
Certification of Disclosure of Ownership/Principal - Business

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

Signature: James C. Manos

Date: 12-31-2025

State of Nevada
County of Clark



This instrument was acknowledged before me on

December 31, 2025 (date) by

James C. Manos (name of person)

K. Island

Notary Public

ATTACHMENT "8"

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, James C. Manos, 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 Wonder Fine Liquids, LLC, a company duly organized in the State of Nevada as a LLC (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1309 South Commerce Street Las Vegas, NV 89102 ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

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

- a. Encourage the creation of new business or other appropriate development; []
b. Create jobs or other business opportunities for nearby residents; []
c. Increase local revenues from desirable sources; [x]
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. [x]

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; [x] or
d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. []

VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

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

4. Participant hereby warrants the following:

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

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

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

DATED this 12th day of January, 2020.

Authorized Signature: James C. Manor

SIGNED AND SWORN TO before me

this 12th day of January, 2020, by James C. Manor

NOTARY PUBLIC

My Commission Expires: 4.26.21

K. Island



