

1 RESOLUTION NO. _____

2 **RESOLUTION FINDING THE AGENCY REIMBURSEMENT AGREEMENT BETWEEN**
3 **THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY (“AGENCY”) AND THIRD**
4 **STREET INC., A NEVADA NON-PROFIT CORPORATION (“PARTICIPANT”),**
5 **CONCERNING CERTAIN ADAPTIVE REUSE IMPROVEMENTS IN CONNECTION**
6 **WITH THAT CERTAIN PROPERTY LOCATED AT 814 SOUTH THIRD STREET, LAS**
7 **VEGAS, NEVADA (APN 139-34-401-014) (THE “PROPERTY”), IS IN THE BEST**
8 **INTEREST OF THE PUBLIC, IS IN COMPLIANCE WITH AND IN FURTHERANCE OF**
9 **THE GOALS AND OBJECTIVES OF THE CITY OF LAS VEGAS DOWNTOWN**
10 **MASTER PLAN, AND AUTHORIZING THE EXECUTION OF THE AGENCY**
11 **REIMBURSEMENT AGREEMENT BY AGENCY.**

12 WHEREAS, Agency adopted on March 5, 1986, that plan of redevelopment entitled, to-wit:
13 the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance
14 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by
15 Ordinance 3339; on April 11, 1992, by Ordinance 3637; on November 4, 1996, by Ordinance 4036;
16 on December 17, 2003, by Ordinance 5652; on May 17, 2006, by Ordinance 5830; and on December
17 16, 2015, by Ordinance 6448, and on February 18, 2026, by Ordinance 6941 (the “Redevelopment
18 Plan for Redevelopment Area 1”); and

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

23 WHEREAS, the Agency adopted on August 19, 2026, that plan of redevelopment entitled,
24 to-wit: the City of Las Vegas Redevelopment Plan for Redevelopment Area 3 pursuant to Ordinance
25 6965 (the “Redevelopment Plan for Redevelopment Area 3” which, together with the
26 Redevelopment Plan for Redevelopment Area 1 and the Redevelopment Plan for Redevelopment
Area 2, are collectively referred to herein as the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate

1 boundaries of the City of Las Vegas (the “Redevelopment Area”) as in need of redevelopment in
2 order to eliminate the environmental deficiencies and blight existing therein; and

3 WHEREAS, Participant leases a portion of the Property (the “Premises”), known as the
4 Third Street Arts Incubator, which is located in the Redevelopment Area; and

5 WHEREAS, Participant intends to construct adaptive reuse improvements in the Premises
6 for the purpose of offering to Las Vegas and the region of Southern Nevada art performances, art
7 education, theater workforce development, and arts-focused, community-serving events in the Arts
8 District of the City of Las Vegas (the “City”) and within the Redevelopment Area; and

9
10 WHEREAS, the Agency desires to assist the Participant with the cost of improving the
11 Premises by way of the reimbursement of the cost of certain tenant improvements made for the
12 benefit of the Property, up to a maximum of Four Million Two Hundred Thousand and 00/100
13 Dollars (\$4,200,000.00), pursuant to an Agency Reimbursement Agreement between the Agency
14 and Participant (attached hereto as Exhibit A) (the “Agreement”); and

15 WHEREAS, Nevada Revised Statutes (“NRS”) Chapter 279 authorizes the Agency, with
16 the required findings and City Council consent, to assist with the cost of improvements that further
17 the purposes of redevelopment; and

18 WHEREAS, the Agency desires to assist the Participant with the cost of the tenant
19 improvements for the benefit of the Property for the purpose of fostering economic benefit and
20 creating employment opportunities within the City and the Redevelopment Area; and

21
22 WHEREAS, the Agency has considered the findings that no other reasonable means of
23 financing the buildings, facilities or structures or other improvements at the Property are available;
24 and

25 WHEREAS, the Governing Board of the Agency has determined that the Agreement is in
26 compliance with and in furtherance of the goals and objectives of the Redevelopment Plan.

1 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency
2 that the Agreement is hereby approved and determined to be in compliance with and in furtherance
3 of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the
4 Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and
5 on behalf of the Agency, and to execute any and all additional documents (including any attachments
6 thereto) and to perform any additional acts necessary to carry out the intent and purpose of the
7 Agreement.
8

9 PASSED, ADOPTED, AND APPROVED this _____ day of _____,
10 2026.
11

12 CITY OF LAS VEGAS
13 REDEVELOPMENT AGENCY

14 By: _____
15 SHELLEY BERKLEY, Chairperson

16 ATTEST:
17

18 _____
19 Name: _____
20 Acting Secretary

21 APPROVED AS TO FORM

22  10-20-26
23 Counsel to Agency Date

24 **Sandra D. Turner**
25 **Deputy City Attorney**

26 RDA1 - Agency Reimbursement Agreement - 2026

RDA/CC Meeting: ____/____/2026

Resolution No. RA-____-2026

RDA Item: ____ CC Item: ____

EXHIBIT A
AGREEMENT

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AGENCY REIMBURSEMENT AGREEMENT

THIS AGENCY REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2026 (the "Effective Date"), by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and political subdivision ("Agency") and THIRD STREET INC., a Nevada non-profit corporation ("Participant").

WHEREAS:

A. Participant intends to construct adaptive reuse improvements as defined in Section 6 of this Agreement (the "Project") on the property defined in Section 4 of this Agreement ("Site") for the purpose of offering to Las Vegas and the region of Southern Nevada arts performances, arts education, theater workforce development, and arts-focused, community-serving events in the Arts District and within the Las Vegas Redevelopment Area as defined in Section 3 of this Agreement ("Redevelopment Area").

B. In connection with the Project, Participant has and will invest and expend money that furthers the Agency's Redevelopment Plan as defined in Section 2 of this Agreement ("Redevelopment Plan").

C. Agency intends to reimburse Participant for a portion of the hard construction costs incurred and paid by Participant for the Project that Agency deems to be eligible for reimbursement, pursuant to the terms and conditions set forth in this Agreement.

D. Participant is a non-profit corporation engaged in an ongoing capital campaign for raising funds that will both supplement the Agency's reimbursements in order to achieve completion of the Project and provide funds for future phases of construction and adaptive reuse improvements at the Site that are outside the Project scope.

E. Participant has already commenced and will continue to offer at the Site, before, throughout, and upon completion of the Project, arts, education and workforce development programs in partnership with the City of Las Vegas' and Southern Nevada's various colleges, high schools, and creative entities.

1. Purpose of this Agreement

(a) The purpose of this Agreement is to help to effectuate the Redevelopment Plan by providing for the improvement of the Site, which sits within the boundaries of the Redevelopment Area.

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

(c) In furtherance of the Project, Agency is willing to reimburse Participant for that portion

of the Project costs that it deems eligible for reimbursement (the “Eligible Costs”) and which are a part of the Project budget proposal in Attachment “E” to this Agreement (“Budget”).

2. The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted on March 5, 1986, by the City Council of the City by Ordinance No. 3218 as amended and as restated pursuant to that Second Amended and Restated City of Las Vegas Development Plan adopted by City Council on December 16, 2015 (collectively, the “Redevelopment Plan”). The 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.

3. The Redevelopment Area

The Redevelopment Area is located in the City and the exact boundaries thereof are specifically described in the Redevelopment Plan and in a document recorded March 11, 1986, as Instrument No. 00777, Book 860311 in the Office of County Recorder of Clark County, Nevada (“County Recorder’s Office”), as amended in that document recorded February 11, 1988, as Instrument No. 00382, Book 880211 in the County Recorder’s Office, that document recorded November 22, 1996, as Instrument No. 00847, Book 961122 in the County Recorder’s Office, that document recorded June 8, 2004, as Instrument No. 20040608, Book 0004235 in the County Recorder’s Office, that document recorded on June 6, 2006, as Instrument No. 20060602, Book 0001395 in the County Recorder’s Office, that document recorded on September 12, 2012, as Instrument No. 20120912, Book 0001933 in the County Recorder’s Office, and further amended in that document recorded on March 23, 2017, as Instrument No. 20170323, Book 0001012, in the in the County Recorder’s Office, which documents are incorporated herein by reference and made a part hereof as though fully set forth herein (the “Redevelopment Area”).

4. The Site

The Site is that portion of the Redevelopment Area located at 814 South 3rd Street, Las Vegas, Nevada, APN: 139-34-401-014, as shown on Attachment “A” and more particularly described in the legal description attached hereto as Attachment “B.”

5. Parties to this Agreement

(a) 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 as set forth in Nevada Revised Statutes Chapter 279. The office of Agency is located at 495 S. Main Street, 6th Floor, Las Vegas, Nevada 89101. “Agency”, as used in this Agreement, means the City of Las Vegas Redevelopment Agency and any assignee of, or successor entity thereof.

(b) Participant is a Nevada non-profit corporation operating at 814 South Third Street, Las Vegas, Nevada 89101. Wherever the term “Participant” is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein permitted, if any.

(c) The mission and purpose of Participant are of particular concern to Agency, and it is because of such mission and purpose that Agency has entered into this Agreement with Participant. Participant, therefore, has agreed pursuant to this Agreement that until such time as the construction of the Project is complete, Participant shall not amend or change its mission or purpose, and shall not divest itself in any way of its interest in the Site and Project, without prior written consent or approval of Agency, which consent may be granted or withheld at Agency's sole discretion. No voluntary or involuntary successor in interest of Participant shall acquire any rights or powers under this Agreement except as expressly set forth herein. Any approved assignee of Participant shall promptly provide an updated Disclosure of Principals (as defined herein) to the Agency.

6. The Project

The improvements to be constructed upon the Site are generally described on Attachment "C" attached hereto (the "Project"). Attached hereto as Attachment "D" is a current depiction of the planned construction areas of the Project.

7. Reimbursement of Eligible Costs; Employment Plan and Incentive Withholding

(a) Participant hereby represents and warrants to Agency that the Budget sets forth all of the anticipated Eligible Costs required for the completion of the Project. If Participant determines after the date of this Agreement that the Budget is no longer accurate, Participant shall promptly submit a revised Budget to the Agency as provided in Section 7(a)(vii) below. Subject to Participant's compliance with the terms of this Agreement, Agency hereby agrees to reimburse Participant for Eligible Costs expended by Participant up to a maximum amount of Four Million Two Hundred Thousand and 00/100 Dollars (\$4,200,000.00) (the "Maximum Reimbursement Amount") as follows:

(i) Participant shall provide to Agency periodic written requests for reimbursement (each, a "Reimbursement Request") which set forth: (1) the specific Eligible Cost of the Budget for which reimbursement is being requested; (2) the amount of the reimbursement being requested; (3) Participant's signed representation and warranty that Participant has procured funding sources that, combined with the Agency's Maximum Reimbursement Amount, are sufficient to complete the Project; and (4) Participant's signed representation and warranty that all reimbursement amounts requested have actually been paid by Participant and that there are no actual or threatened disputes with third parties regarding the amounts to be reimbursed by Agency.

(ii) Participant agrees that Agency reimbursements for Eligible Costs shall not be in excess of that Eligible Cost line item (or any remaining balance thereof) or the Maximum Reimbursement Amount.

(iii) If requested by Agency, prior to Participant's submittal to Agency of its initial Reimbursement Request, Participant shall provide to Agency written proof, reasonably satisfactory to Agency, of the funding sources Participant will use to cover costs to

commence and complete the Project that are in excess of the Maximum Reimbursement Amount.

(iv) Reimbursement Requests to the Agency shall include proof, which may include any specific information that the Agency may reasonably request, that the amounts relating to the Reimbursement Request have been paid in full at prevailing wage (as applicable) and that there are no outstanding mechanics liens or claims related to such Reimbursement Request. Such proof shall include, but not be limited to, the following: invoices and/or receipts that are dated and marked paid or cancelled; checks and/or credit card statements showing payment; unconditional lien waivers for applicable work; and Participant's attestation in form reasonably acceptable to Agency that there are no outstanding mechanics liens or claims related to the Reimbursement Request.

(v) Participant shall not submit a Reimbursement Request to Agency more often than once every forty-five (45) days. Agency shall remit reimbursement to Participant for each fully complete Reimbursement Request within thirty (30) days after the later of (1) the date of submission of the Reimbursement Request to Agency or, (2) if Agency reasonably requests additional supporting documentation from Participant for such Reimbursement Request (to the extent provided under this Agreement), the date that the Agency reasonably deems the Reimbursement Request complete.

(vi) At the time of each Reimbursement Request, Participant shall be in compliance with (1) the schedule of performance for construction of the Project attached hereto as Attachment "G" (the "Construction Schedule of Performance") and (2) the schedule of performance for fundraising and financing for the Project attached hereto as Attachment "H" (the "Fundraising and Financing Schedule of Performance"). Participant acknowledges that Agency has approved the Fundraising and Financing Schedule of Performance based on the Budget attached to this Agreement and Agency's requirement that Participant have raised not less than fifty percent (50%) of the difference between the Budget (as the same may increase as provided below) and the Maximum Reimbursement Amount (the "Fundraising Threshold") prior to Participant's submittal of any Reimbursement Request to Agency. Agency has agreed that the Fundraising Threshold may be satisfied, in part, by Participant's written confirmation that Participant has secured a line of credit with a regional or national banking association for up to One Million and 00/100 Dollars (\$1,000,000) which line of credit may be used toward the cost to construct the Project. If the Budget increases, Participant acknowledges and agrees that the Fundraising Threshold shall increase accordingly and the Fundraising and Financing Schedule of Performance shall be amended to reflect such increase. Notwithstanding the foregoing, Agency acknowledges that the Fundraising and Financing Schedule of Performance is based on Participant's good faith objectives. Accordingly, subject to (I) the Fundraising Threshold requirement which shall, in all instances, remain in place and (II) Participant's overall fundraising requirement set forth in the Fundraising and Financing Schedule of Performance, if Participant fails to timely meet any interim objective on such schedule of performance, such failure shall not be a default under this Agreement or restrict Participant's ability to submit any Reimbursement Request

(vii) Notwithstanding the foregoing provisions of this Section 7, Agency and

Participant acknowledge that, due to the nature of construction, construction schedules and Budget line item pricing for the Project may require adjustment during construction of the Project. Accordingly, Participant may adjust the overall Budget, upon written notice to Agency, which notice shall be given within fifteen (15) days of such change and prior to submittal to Agency of any further Reimbursement Requests. Regardless of any changes to the Budget, under no circumstances shall Agency's Maximum Reimbursement Amount be increased. Additionally, Participant shall notify Agency promptly, in writing, of any delays in the Construction Schedule of Performance. If, at any time, Participant is more than sixty (60) days out of compliance with the Construction Schedule of Performance, Agency and Participant shall enter into an amendment to this Agreement which reflects such delay.

(b) As an additional condition to Agency's funding of any Reimbursement Request, there shall not exist any Event of Default as defined in Section 19 of this Agreement.

(c) Participant shall be responsible to satisfy the following obligations:

(i) For a period of five (5) years from the Effective Date, provide written quarterly updates to the Agency on funds available to Participant to complete the Project, including cash on hand, pledged amounts and anticipated dates of receipt, and available lines of credit.

(ii) For a period of five (5) years from the Effective Date, provide an annual written report on the number of students from local colleges, secondary and elementary schools, and arts workforce development providers, for example (but not limited to) College of Southern Nevada (CSN) and University of Nevada Las Vegas (UNLV), who are participating in educational or workforce training program at the Project and the nature and accreditation (if any) of the classes or training provided (collectively, the "Training Programs"). The first report shall be submitted to Agency no later than three (3) months after the Effective Date, and each annual report shall be due by the same monthly calendar date of the initial report for each subsequent year until this obligation expires.

(iii) For a period of five (5) years from the Effective Date, maintain Training Programs with UNLV and CSN. Agency acknowledges that it is in receipt of the Training Program agreements between Participant and UNLV, and Participant and CSN. If the Training Program with UNLV or CSN terminates prior to five (5) years from the Effective Date, then Participant shall use good faith best efforts to establish a replacement Training Program with another post-secondary educational institution. Participant shall provide a written update to Agency of the progress to find a replacement Training Program not less than once every ninety (90) days until a replacement Training Program is identified by Participant and Participant has entered into an applicable contract with such replacement Training Program, a copy of which contract shall be provided to Agency within ten (10) days of complete execution of the same.

(iii) For a period of five (5) years from the Effective Date, allow the Agency to use venues at the Site for meetings or events up to five (5) times per calendar year. Participant will waive venue rental costs and associated costs for use and operation of seating, tables,

audio-visual and electronic equipment, as applicable. Agency will provide a certification that it is insured for events of liability at no fault of Participant's, which evidence of insurance may be satisfied by the City's self-insurance program, and will self-provide at its own cost any refreshments or catering associated with use of the venue.

(iv) No later than the first June 30th following the Effective Date and on each of the following four (4) anniversaries of the Effective Date immediately thereafter, Participant shall provide to Agency in writing the results of a non-independent audit of its financial statements for its most recent fiscal year.

(v) Participant agrees that in consideration of Agency's entering into this Agreement, Participant shall construct the Project in compliance with NRS Chapter 279 and the Agency's Employment Plan (collectively, the "Employment Plan"), a copy of which has been provided to Participant. Participant acknowledges that the Employment Plan requires that ten percent (10%) of the amount of the incentive provided to Participant by Agency under this Agreement must be retained by Agency until Participant has complied with the Employment Plan. Additionally, Participant represents and warrants that, without the incentive of the Maximum Reimbursement Amount, there are no other reasonable means of financing available to Participant to fund the total cost of the Project.

(d) If, within five (5) years after the Effective Date, Participant (i) amends or changes its mission or purpose, (ii) closes the Project or ceases to occupy the Site; or (iii) ceases to operate as an ongoing concern or entity, then Participant shall be obligated to repay the Agency the Maximum Reimbursement Amount (or portion thereof already paid to Participant) pursuant to a payment plan negotiated in good faith with and agreed to by Participant and Agency, which payment plan shall be negotiated within thirty (30) days of written demand for repayment from the Agency.

8. General Representations

Participant hereby represents and warrants that:

(a) This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on Participant.

(b) No approvals or consents not heretofore obtained by Participant are necessary in connection with the execution of this Agreement by Participant or with the performance by Participant of its obligations hereunder.

(c) This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement to which Participant is subject.

9. Indemnification.

Participant shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Agency and the City, and their respective officers, members, consultants, agents and employees (collectively "Indemnified Parties") from and against any and all claims,

demands, liabilities, losses, expenses and/or costs (including reasonable attorneys' fees and court costs) incurred by an Indemnified Party, or which are filed as lien claims against the Site, which may arise in any way out of any claims of third parties, including without limitation, architects, designers, consultants and/or any other parties involved in the entitlement, design and permitting of the Project, as to the payment of amounts due to such parties or claimed due by such parties in connection with the Project. The foregoing obligation of Participant to indemnify shall survive the expiration or earlier termination of this Agreement.

10. Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of reasonable access to the Site and Project without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of Agency shall be those who are so identified in writing by the Executive Director of Agency.

11. Antidiscrimination During Construction

Participant, for itself and its successors and assigns, agrees that in the construction of the Project provided for in this Agreement, Participant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, ancestry or national origin.

12. Maintenance

Participant hereby covenants and agrees for itself, its successors, assigns, and any successor in interest to this Agreement to maintain the improvements on the Site and keep the Site free from any accumulation of debris or waste materials. If at any time Participant or its successors or assigns shall fail to keep the Site free of debris or waste materials, and said condition is not corrected within thirty (30) days after written notice from Agency, either Agency or the City may perform the necessary cleanup, and Participant or its successors or assigns as the case may be shall pay such costs as are reasonably incurred for such cleanup.

13. Notices, Demands and Communications Between the Parties

Formal notices, demands and communications between Agency and Participant shall be sufficiently given if dispatched by email or by reputable overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Participant as set forth below, and shall be deemed given and effective on the date the email was sent, provided that no automated bounce-back or notice of non-delivery is received by the sender within twenty four (24) hours of transmission, or as of two (2) business days after delivery to a reputable overnight courier for next business day delivery, or five (5) days after delivery to the U.S. Postal Service for delivery by registered or certified mail. Such written notices, demands and communications may be sent in the same manner to such other addressees as either party may from time-to-time designate by mail.

To Agency: City of Las Vegas

To Participant:

Third Street Inc.

Redevelopment Agency
Attn: Rich Atkins
495 S. Main St., 6th Floor
Las Vegas, Nevada 89101
ratkins@lasvegasnevada.gov

Attn: Darren J. Weller
814 Third St.
Las Vegas, Nevada 89101
daz@thirdstreet.vegas &
ginger@thirdstreet.vegas

With a copy

to: City of Las Vegas
Redevelopment Agency
Attn: Director, EUD
495 S. Main St., 6th Floor
Las Vegas, Nevada 89101
dbabsky@lasvegasnevada.gov

14. Conflict of Interests and Disclosure Requirements

No member, official or employee of 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. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Participant, a nonprofit non-member entity, warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment "F" and incorporated herein by reference ("Disclosure of Principals"), all persons and entities holding a board director, officer or executive officer position. Until such time as the Maximum Reimbursement Amount is disbursed to Participant or this Agreement otherwise terminates, Participant shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

15. Non-liability of Agency Officials and Employees

No member, official or employee of Agency shall be personally liable to Participant in the event of any default or breach by Agency or for any amount which may become due to Participant or on any obligations under the terms of this Agreement. No member, manager, employee, or agent of Participant shall be personally liable to Agency in the Event of Default or breach by Participant or for any amount which may become due to Agency or on any obligations under the terms of this Agreement.

16. Enforced Delay; Extension of Times of Performance

Except for the payment of any sums due hereunder, the performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics or pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions (other than in the ordinary course); litigation, including delays beyond the reasonable control of Agency; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency) or any other causes beyond the

reasonable control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period of delay shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by Agency and Participant.

17. Amendments to this Agreement

Participant and Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by either of the parties hereto, lending institutions, or bond counsel or financial consultants to Agency, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

18. Entire Agreement; Waivers, Amendments, and Counterparts; Third Party Rights

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement, together with Attachments "A" through "F", attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Participant. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Participant and, with regard to Agency, by (i) the Mayor of the City of Las Vegas, as Chair of the Agency, with the Agency's Board and City Council approval, if the modification, alteration, or revision will require Agency to expend or cost Agency more than Fifty Thousand and 00/100 Dollars (\$50,000.00) to carry out the change, or (ii) the Executive Director of the Agency, if the modification, alteration, or revision will require Agency to expend or will cost Agency less than Fifty Thousand and 00/100 Dollars (\$50,000.00) to carry out the change, or merely revises the language of this Agreement without any impact on the amount of funds required to be expended by Agency. Notwithstanding the foregoing, Lessee acknowledges that the Executive Director of the Agency may elect to bring any amendment to this Agreement to the Agency's Board and City Council for its approval.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the parties reflected hereon as the signatories. 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 in hard copy are delivered thereafter.

Nothing in this Agreement shall confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement. Nothing herein is intended to create any rights vested in the general public or to otherwise benefit the general public.

19. Default.

During the existence of this Agreement, the occurrence of the following shall constitute a “Participant Event of Default”:

(i) a breach of this Agreement by Participant, which breach is not cured within ten (10) days after written notice from the Agency. If the breach cannot reasonably be cured within such ten (10) day period, then Agency and Participant shall meet within such ten (10) day period (which meeting may occur in person, telephonically, or via videoconference) and agree upon a reasonably appropriate cure period, which cure period shall not, except in exceptional circumstances, exceed sixty (60) days.

In the event of a Participant Event of Default, Agency shall have the right to terminate this Agreement, and this Agreement shall so terminate on the date that the written notice of termination is received (or deemed received) by Participant or such other date as may be specified in the written notice. If the Maximum Reimbursement Amount has not been fully disbursed to Participant, Agency shall be relieved of the obligation to disburse any additional amounts under this Agreement to Participant for reimbursement of Eligible Costs. Upon such termination, Participant agrees to deliver and assign to Agency, the following in connection with the Project: architectural plans for the Participant Improvements within thirty (30) days after such termination.

20. Condition Precedent to Effectiveness of Agreement.

Notwithstanding anything in this Agreement, this Agreement shall not be effective unless and until the City’s City Council approves the Agreement, and the City and Participant execute the Agreement.

21. Time for Acceptance by Agency

This Agreement, when executed by Participant and delivered to Agency, must be authorized, executed and delivered by Agency within fifteen (15) business days from the date of signature by Participant or this Agreement shall be void, except to the extent that Participant shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

Signature Page to Agency Reimbursement Agreement
between City of Las Vegas Redevelopment Agency and
Third Street Inc.

AGENCY:

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

PARTICIPANT:

THIRD STREET INC., a Nevada non-profit
corporation

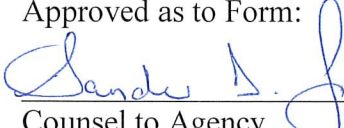
By: _____
Shelley Berkley, Chair

By: _____
Darren J. Weller, CEO

ATTEST:

Name: _____
Acting Secretary

Approved as to Form:

 10-20-26

Counsel to Agency Date
Sandra D. Turner
Deputy City Attorney

By executing this Agreement and submitting it to Agency, Participant is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. This Agreement shall be effective as of the Effective Date set forth on the first page of this Agreement.

ATTACHMENTS

Attachment "A"	Site Map
Attachment "B"	Legal Description of Site
Attachment "C"	Scope of Project
Attachment "D"	Site Plan
Attachment "E"	Budget with Eligible Costs
Attachment "F"	Disclosure of Principals
Attachment "G"	Construction Schedule of Performance
Attachment "H"	Fundraising and Financing Schedule of Performance

ATTACHMENT “A”

SITE MAP

The Site is a portion of the “Subject Property” pictured below, as more particularly identified on the following page.

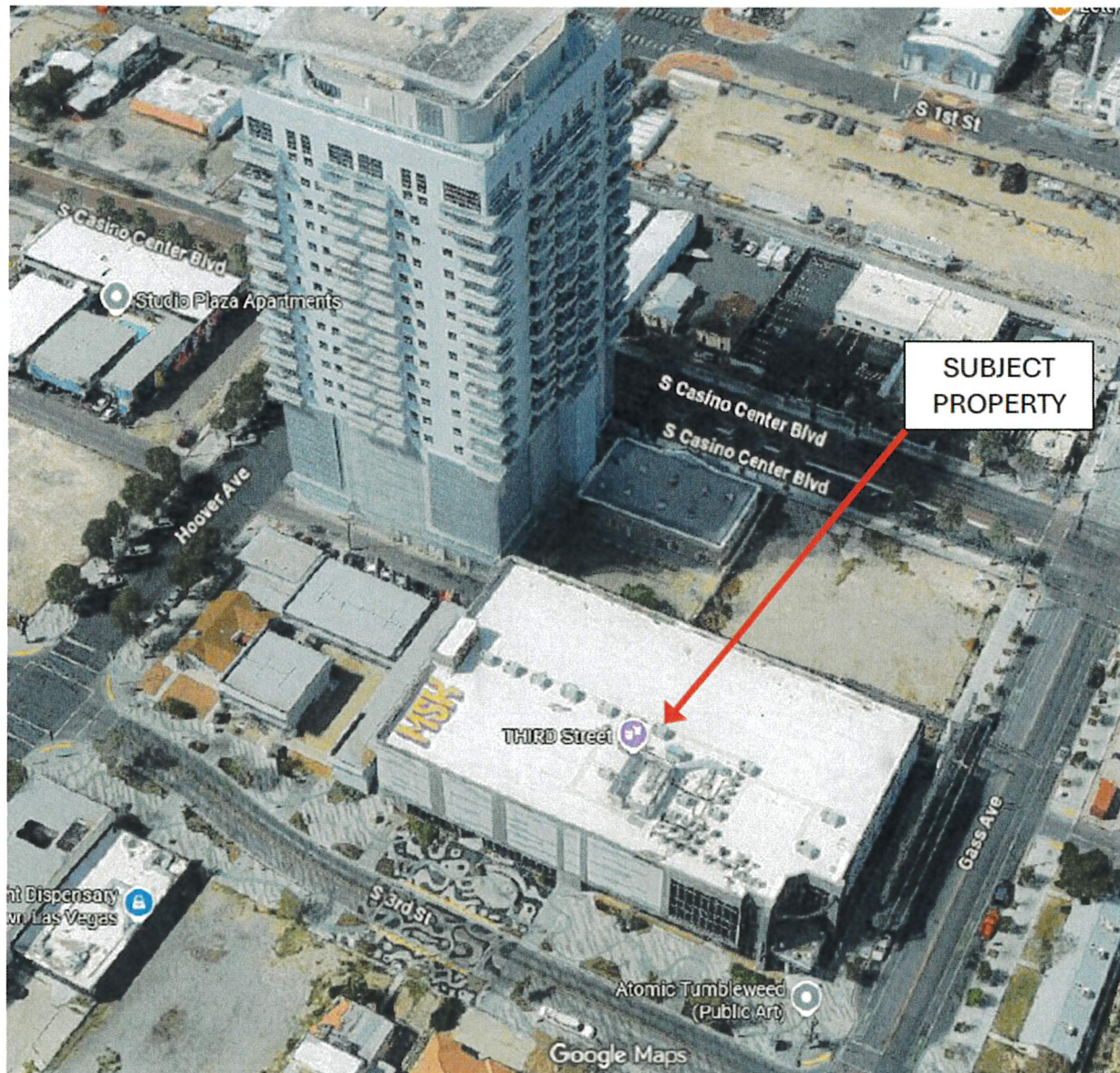
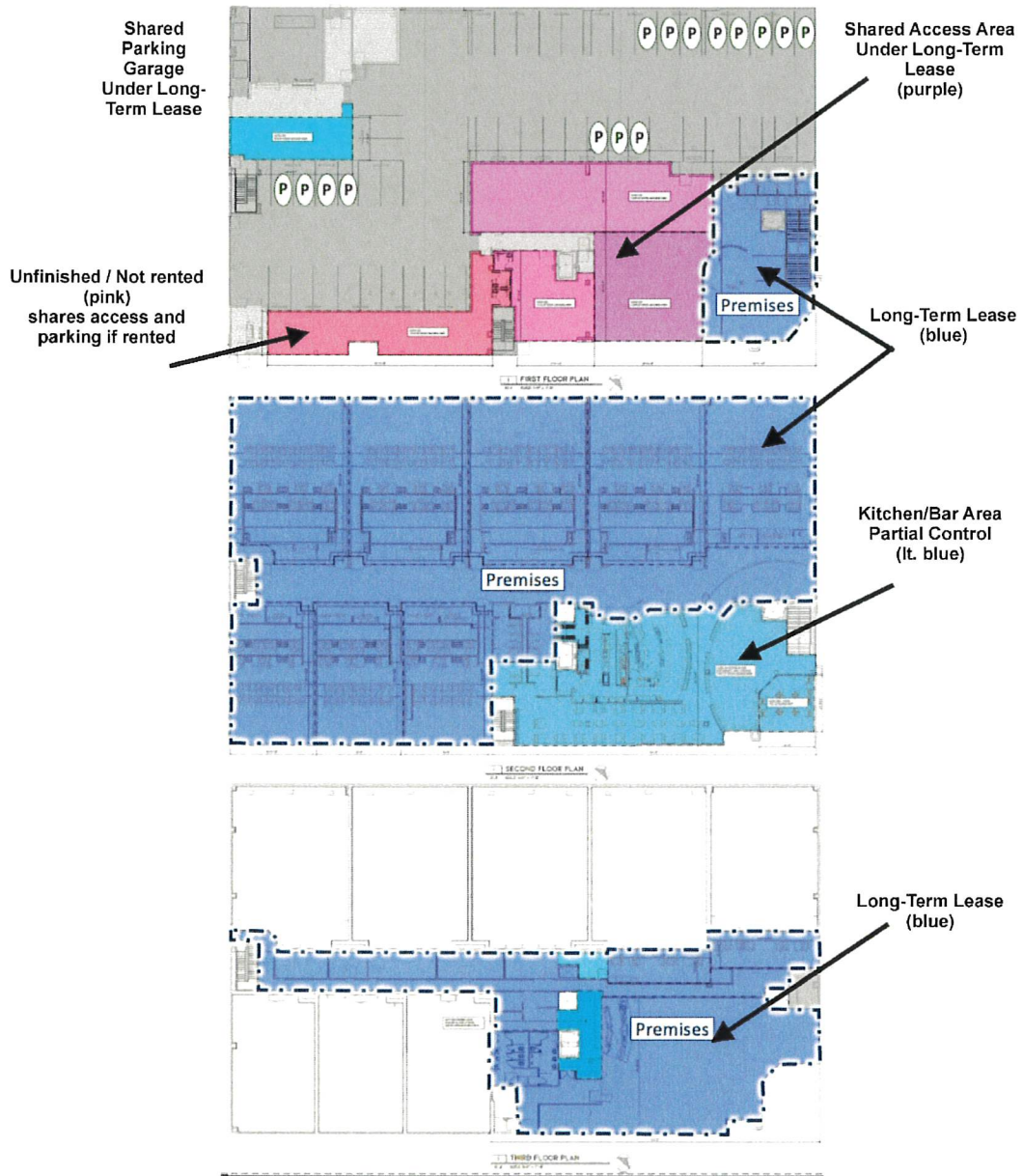


EXHIBIT A

BUILDING SITE PLAN AND FLOOR PLAN



DS
DW

Initial
SS

ATTACHMENT "B"

LEGAL DESCRIPTION OF SITE

APN: 139-34-401-014

A PORTION OF:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT TWENTY-TWO (22) AS SHOWN UPON THE SOUTH ADDITION TO THE CITY OF LAS VEGAS IN BOOK 1, PAGE 51 OF PLATS, CLARK COUNTY OFFICIAL RECORDS, SAME POINT BEING THE SOUTHEAST CORNER OF THAT AREA REVERTED TO ACREAGE PER BOOK 136, PAGE 80, OF PLATS, CLARK COUNTY OFFICIAL RECORDS;

THENCE NORTH 27°45'00" EAST, 250.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF THIRD STREET;

THENCE NORTH 62°15'00" WEST, 140.00 FEET;

THENCE SOUTH 27°45'00" WEST, 250.00 FEET;

THENCE SOUTH 62°15'00" EAST, 140.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED IN THAT CERTAIN GRANT DEED RECORDED JUNE 02, 2014 IN BOOK 20140602 AS INSTRUMENT NO. 02853, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 17, 2020 IN BOOK 20200117 AS INSTRUMENT NO. 02917 OF OFFICIAL RECORDS.

ATTACHMENT “C”

SCOPE OF PROJECT

SCOPE OF PROJECT: PHASE 1A

For purposes of this Agreement, the “Project” means only the Phase 1A improvements described below and located within the conceptual limits of work depicted in Attachment “D.” Phase 1A is the first complete and executable construction package within the broader adaptive reuse of the former cinema property at 814 South 3rd Street. Phase 1A is intended to create a fully operable public performance, event, education and workforce-development venue, together with the public-access, life-safety, building-system, circulation and back-of-house infrastructure required to support its operation.

The Project includes the following components:

1. Large Flexible Studio Theatre: Former Cinemas 1 and 2

Reconfiguration and combination of the former Cinema 1 and Cinema 2 areas into a large flexible studio theatre with an audience capacity of approximately 250 seats. Final specifications remain subject to design development, code and occupancy analysis, permitting and final construction pricing.

2. Lobby and Public Arrival

Fixed improvements to the Level 1 lobby and public-arrival area identified as 01A on Attachment “D,” including associated demolition, repair, finishes, openings, lighting, electrical, communications, accessibility and other permanent improvements required to support the Phase 1A venue.

3. Public Areas and New Stair

Construction of the public stair connecting Levels 2 and 3 and the associated public circulation, egress, accessibility, structural, life-safety and common-area improvements identified as 02A on Attachment “D.”

4. Concession

Construction of the fixed concession improvements identified as 02G on Attachment “D,” including permanent casework, finishes, electrical and other approved fixed improvements.

5. Back-of-House Support, North

Construction of the north back-of-house support area identified as 02H on Attachment “D,” associated with the activation and operation of the large flexible studio theatre. This component will provide the permanent performer, production and operational amenities necessary to service the new theatre, including restrooms and toilet facilities; associated washroom and shower facilities; dressing and performer-support areas; wardrobe and production-support functions; fixed casework; loading areas and other related permanent improvements.

6. Back-of-House Connections

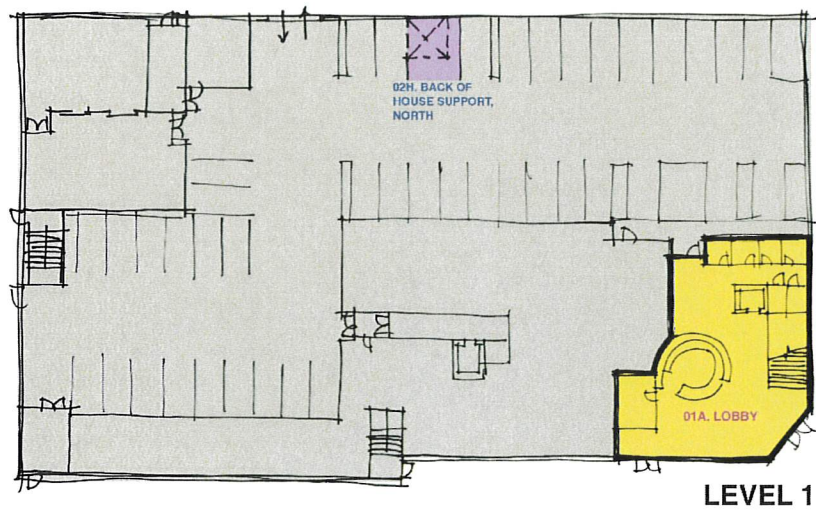
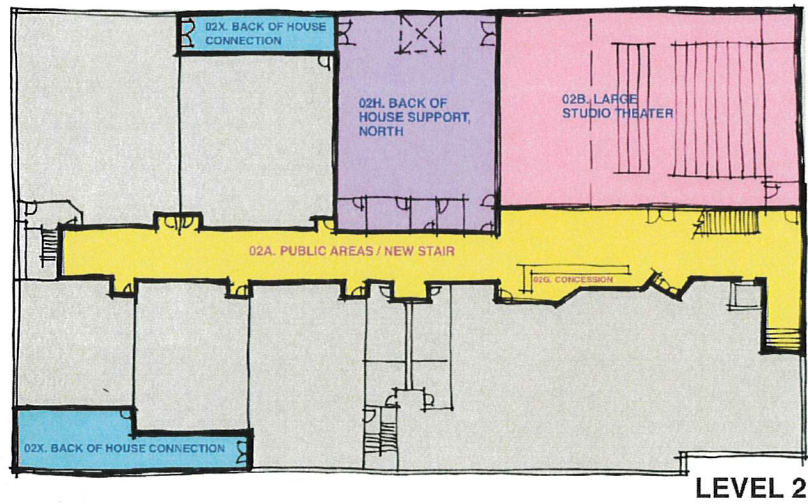
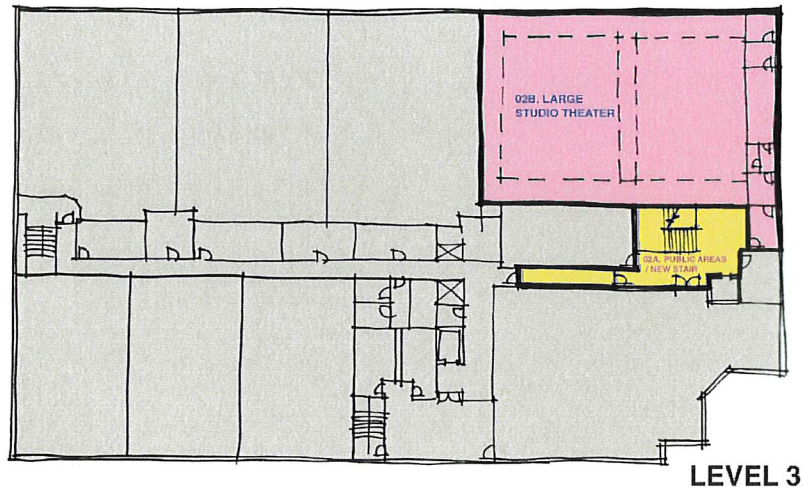
Construction of the back-of-house circulation and connection areas identified as 02X on Attachment “D.” These improvements are intended to create functional connections between existing cinema, support and circulation areas that are currently separated from one another. The connections will improve performer, staff and service circulation and, where permitted by the final design and applicable code requirements, may also provide additional audience access and egress pathways.

ATTACHMENT “D”

SITE PLAN

(See attached page)

ATTACHMENT D
SITE PLAN



ATTACHMENT "E"
ELIGIBLE COSTS BUDGET

COST SUMMARY BY SCOPE AREA		ROM COST
01A. LOBBY	\$	273,049
02A. PUBLIC AREAS / NEW STAIR	\$	1,126,170
02B. LARGE STUDIO THEATER	\$	2,513,440
02G. CONCESSION	\$	28,807
02H. BACK OF HOUSE SUPPORT, NORTH	\$	785,899
02X. BACK OF HOUSE CONNECTION	\$	25,147
	SubTotal \$	4,752,512
SOFT COSTS TOTAL FOR RDA SCOPE (35%) including but not limited to Professional Fees, Permits and Tests, Construction Contingency.		\$ 1,663,379
	Sub Total \$	6,415,891
LARGE STUDIO THEATER EQUIPMENT (Combination owner supplied and/or Contractor installed)		\$ 1,054,235
	Full Phase 1A Total \$	7,470,126

Estimates are based on OCMI Rough Order of Magnitude 3.5.26

ATTACHMENT “F”
DISCLOSURE OF PRINCIPALS

(See attached 2 pages)

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: THIRD Street Inc.	
Address: 814 S. 3rd St.	City / ST / Zip: Las Vegas, NV 89101
Telephone: (702) 712-3333	EIN or DUNS : 35-2935634
Block 2: Description / Subject Matter of Contract	
Services for: Adaptive reuse construction for a Nevada nonprofit corporation operating a performing arts, arts education, and arts workforce training organization, which is located in and will serve the community of downtown Las Vegas and the Arts District as well as broader Clark County with cultural programming.	Project Number:
Block 3: Type of Business ☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☒ Other: Nevada Nonprofit Corporation	
Block 4: Disclosure of Ownership and Principals	

THIRD Street Inc. is a Nevada nonprofit that has neither shareholders nor members. For the purposes of this Disclosure, principals listed are individuals occupying positions of executive management and/or officer roles on the Board of Directors.

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	Darren Weller, CEO	814 S. 3rd St., Las Vegas, NV 89101	
2	Ginger Land-Van Buuren, COO	814 S. 3rd St., Las Vegas, NV 89101	
3	Robert Bullwinkel, Board Chair	814 S. 3rd St., Las Vegas, NV 89101	
4	Alexia Vernon, Board Vice-Chair	814 S. 3rd St., Las Vegas, NV 89101	
5	David Stalder, Treasurer	814 S. 3rd St., Las Vegas, NV 89101	
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.

Signature

Signature

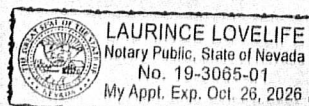
Subscribed and sworn to before me this 15th day of September, 2026

Date

Notary Signature

Notary Signature

State of Nevada, County of Clark



ATTACHMENT "G"

CONSTRUCTION SCHEDULE OF PERFORMANCE

This Schedule of Performance applies solely to the Phase 1A Project described in Attachment "C" and depicted in Attachment "D".

The milestones below may overlap and may be completed earlier than the dates stated. **Target Dates** are good-faith planning objectives intended to maintain timely progress. Compliance with this Schedule shall be measured by the applicable **Outside Dates**, subject to Section 16 of the Agreement and any written extensions approved by Agency.

Milestone	Performance Requirement	Target Date	Outside Date
1. Commencement of Construction	Participant shall complete sufficient design, permitting, landlord approvals, contractor engagement and construction-funding readiness to issue a construction notice to proceed and commence physical construction of the Phase 1A Project.	Within 9 months after the Effective Date.	Within 12 months after the Effective Date.
2. Substantial Completion	Participant shall achieve Substantial Completion of the Phase 1A Project. "Substantial Completion" means that the Phase 1A improvements are sufficiently complete for their intended use, subject to ordinary punch-list, commissioning, testing, closeout and final operational-approval items.	Within 8 months after commencement of construction.	Within 12 months after commencement of construction.
3. Final Completion and Closeout	Participant shall complete remaining punch-list and closeout work and provide the final payment, lien-release, prevailing-wage, warranty, inspection and reimbursement documentation required under the Agreement.	Within 60 days after Substantial Completion.	Within 90 days after Substantial Completion.

ATTACHMENT “H”

FUNDRAISING AND FINANCING SCHEDULE OF PERFORMANCE

THIRD Street Inc.—Fundraising Schedule¶

The foregoing amounts are cumulative planning objectives based upon THIRD Street's current anticipated Phase 1A Sources and Uses. Actual amounts will be adjusted as necessary to reflect the final approved project budget and the funding requirements established under the Agency Reimbursement Agreement. Fundraising beyond the Phase 1A requirement will continue in support of operating reserves, project activation, programming, and THIRD Street's broader comprehensive campaign, with future annual goals established through the organization's ongoing campaign planning process.¶

¶

Purpose □	Cumulative Fundraising Objective ¶ <i>Written Pledges or Closed Funds</i> □	Timing □
Initial documented commitments toward THIRD Street's required non-RDA contribution and continued advancement of Phase 1A design and preconstruction.□	\$500,000.□	Within 90 days after Effective Date.□
Secure approximately 50% of the anticipated non-RDA Phase 1A funding requirement, subject to the final approved project budget and Sources and Uses. Bank letter of Commitment for revolving LOC confirmed.□	Approximately \$1.65 million.□	Within 6 months after Effective Date.□
Secure the anticipated non-RDA Phase 1A funding requirement necessary to demonstrate construction funding readiness and support commencement of construction.□	Approximately \$3.3 million.□	Within 9 months after Effective Date.□
Maintain construction funding readiness and satisfy all applicable funding conditions necessary for commencement of construction by the Schedule G outside date.□	Phase 1A funding requirements satisfied.□	No later than 12 months after Effective Date.□