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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, Owner is the owner of real property and improvements located at 319 S. 3rd Street, Las
4 Vegas, Nevada, commonly known as APN 139-34-210-072 (the “Property”); and

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

7 WHEREAS, the Governing Body of the Agency has determined that the Agreement (attached hereto
8 as Exhibit A), which provides for the contribution of funds to Owner for making physical, visual
9 improvements to the building(s) on the Property, all as more fully set forth in the Agreement, is in compliance
10 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 _____, 202_.

9 CITY OF LAS VEGAS
10 REDEVELOPMENT AGENCY

11 BY _____
12 SHELLEY BERKLEY, Chair

13 ATTEST:

14 Name: _____
15 Acting Secretary

16 APPROVED AS TO FORM

17 Sandra D. Turner 9-14-26
18 Counsel to Agency Date

19 **Sandra D. Turner**
Deputy City Attorney

20 Resolutions No. RA-____-202_

RDA/City Council Meeting _____
21 RDA Item _____ CC Item _____

EXHIBIT A
AGREEMENT

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (OWNER)**

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2026, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and FBGM INVESTMENTS LLC, a Delaware limited liability company (hereinafter referred to as the "Owner").

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 below, (the "Building Façade Maintenance Agreement") on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment "1" and incorporated herein (the "Property"), subject to the Owner'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 Owner. The Façade Easement shall be substantially in the form attached hereto as Attachment "3" and the Building Maintenance Agreement shall be in substantially the form attached hereto as Attachment "4." 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 Owner for the cost (the "Exterior Improvement 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 Owner has provided at least a two hundred percent (200%) matching cash contribution to the Agency's participation to ensure that the Owner 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

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

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

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants that it has a fee simple interest in the Property (as defined herein). Such ownership or leasehold interest is demonstrated by Attachment "2", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as a "party" or collectively as the "parties" hereinafter.

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

- a. The purchase price for the Façade Easement shall be an amount 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 Owner's application are not eligible.

- c. The Owner shall have provided the 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 Easement 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 Owner the Exterior Improvement Funds, within forty-five (45) days after submission of paid invoices by the Owner for the Exterior Improvements, and inspection and approval of such Exterior Improvements, in accordance with the CVIP Guidelines.
- e. The 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 Owner. The Façade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.
- f. The Owner hereby agrees to maintain the Property, including without limitation the Façade Easement Area and the Exterior Improvements, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement. The Owner agrees 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 building(s) now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Façade Easement is recorded against the Property. The Owner shall be in default of this Agreement if the Owner breaches any of the obligations under this Section 3 or 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 Owner 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 below.

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

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

SECTION 6: IMPROVEMENTS TO THE PROPERTY AND PROJECT BUDGET. The Owner 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 "5" 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, the Owner agrees to commence, or cause the commencement of, construction of the Exterior Improvements, including the Façade Easement Area, pursuant to the plans and other documents submitted by the Owner and approved by the Agency in accordance with the CVIP Guidelines. The Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of the 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 Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Property, except in the event of an emergency. The Owner acknowledges and agrees that the Agency has agreed to enter into this Agreement in reliance upon the Owner's strict agreement to commence and complete the improvements by the required dates in this Section 6 and any failure of the Owner to commence and complete the improvements by such required dates will be a material default of the Owner under this Agreement giving the Agency the right to immediately terminate this Agreement.

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 Owner, in compliance with NRS 279.498, must obtain three (3) or more competitive bids from properly licensed contractors in the State of Nevada. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

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

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner 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 Owner from undertaking any other work in or about the Property which is unrelated to the Commercial VIP and the improvements contemplated by this Agreement.

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

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

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

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

- a) Fifteen percent (15%) of employees 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 Owner to meet the employment goals set forth in this Section 11 shall not constitute a default under this Agreement pursuant to Section 13 below but shall only affect the payment of the Exterior Improvement Funds as set forth in Attachment 3.

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

Pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and incorporated herein by reference (the "Employment Plan"), the Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender and that the Owner would not otherwise undertake the full set of improvements contemplated in the Agreement.

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

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE

REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, the Owner warrants that it has disclosed, on the Disclosure of Principals forms attached hereto as Attachment "6-A" and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than one percent (1%) interest in the Owner or any principal member of the Owner. Throughout the term hereof, the Owner shall notify the Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

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

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

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

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

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

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

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

With a copy to: City of Las Vegas
 495 S. Main Street, 6th Floor
 Las Vegas, Nevada 89101
 Attn: City Attorney's Office

If to the Owner: FBGM Investments LLC
 319 S 3rd Street
 Las Vegas, Nevada 89101
 Attn: Jordan Denison

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

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement includes Attachment "1" through Attachment "7" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the

appropriate authorities of the Agency and the Owner.

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

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

SIGNATURE BLOCKS ON THE NEXT PAGE

Date of Agency Approval:

_____, 2026

AGENCY:

CITY OF LAS VEGAS REDEVELOPMENT

AGENCY,

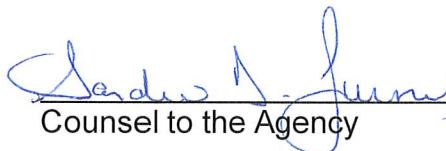
a public body organized and existing under the
community development laws of the State of
Nevada

By: _____
SHELLEY BERKLEY, CHAIR

ATTEST:

Name: _____
Acting Secretary

APPROVED AS TO FORM:

 9-14-26

Counsel to the Agency Date

Sandra D. Turner
Deputy City Attorney

OWNER:

FBGM INVESTMENTS LLC, a
Delaware limited liability company

By: _____
Name: Jordan Denison
Its: Managing Member

LIST OF ATTACHMENTS

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

ATTACHMENT "1"

LEGAL DESCRIPTION OF THE PROPERTY

LOTS TEN (10) AND ELEVEN (11), IN BLOCK TWENTY-EIGHT (28), OF CLARKS LAS VEGAS TOWNSITE, AS SHOWN ON MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND THAT PORTION OF LOT TWELVE (12) IN BLOCK TWENTY-EIGHT (28) DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT TWELVE (12); THENCE SOUTH 27°45' WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 0.33 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING BUILDING SITUATED ON SAID LOT TWELVE (12); THENCE SOUTH 62°15' EAST PARALLEL TO THE NORTH LINE OF SAID LOT TWELVE (12) A DISTANCE OF 140.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT TWELVE (12); THENCE NORTH 27°45' EAST A DISTANCE OF 0.33 FEET TO THE MOST EASTERLY CORNER OF SAID LOT TWELVE (12); THENCE NORTH 62°15' WEST A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED APRIL 27, 1999 IN BOOK 990427 AS INSTRUMENT NO. 02132, OF OFFICIAL RECORDS.

Assessor's Parcel Number: 139-34-210-072

ATTACHMENT “2”
PROOF OF OWNERSHIP
(See following 5 pages)

Inst #: 20211223-0004255

Fees: \$42.00

RPTT: \$7395.00 Ex #:

12/23/2021 02:12:59 PM

Receipt #: 4830101

Requestor:

Ticor Title Las Vegas 82

Recorded By: BGN Pgs: 7

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN/Parcel ID(s): 139-34-210-072

Order No.: 210130027

**WHEN RECORDED MAIL TO and MAIL
TAX STATEMENTS TO:**

FBGM Investments LLC, a Delaware limited
liability company
P.O. Box 370005
Las Vegas, NV 89137

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN AND SALE DEED

R.P.T.T \$7,395.00

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Dorothy A. Turner, Trustee of the Burton W. & Dorothy A. Turner Family Trust
dated April 26, 1996,**

do(es) hereby GRANT, BARGAIN AND SELL to

FBGM Investments LLC, a Delaware limited liability company

the real property situated in the County of Clark, State of Nevada, described as follows:

FOR LEGAL DESCRIPTION OF THE REAL PROPERTY, SEE EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF.

Subject to:

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of way and Easements now of record.

Together with all tenements, hereditaments and appurtenances, including easements and
water rights, if any, thereto belonging or appertaining, and any revisions, remainders,
rents, issues or profits thereof.

This grant does not carry any implied covenants or warranties

SIGNATURE AND NOTARY ACKNOWLEDGMENT FOR
GRANT BARGAIN SALE DEED

Dated: Dec 22, 2021

Dorothy A. Turner, Trustee of the Burton W. & Dorothy A. Turner Family Trust dated April
26, 1996

BY: Dorothy A. Turner, Trustee

Dorothy A Turner, Trustee

State of NEVADA

County of CLARK

This instrument was acknowledged before me on this _____ day of _____,
_____ by _____

Notary Public

[SEAL]

SEE Attachment.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Diego)

On 12/22/2021 before me, Amalia Alvarado, Notary Public
(here insert name and title of the officer)

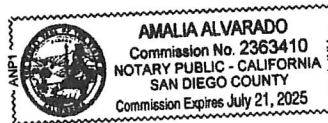
personally appeared Dorothy Ann Turner

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amalia Alvarado



(Seal)

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

Grant, Bargain and Sale Deed.
containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s)
☐ Guardian/Conservator
☐ Partner - Limited/General
☒ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 139-34-210-072

ASSESSOR'S COPY

Grant Bargain and Sale Deed
SCA0002455.doc / Updated: 11.23.21

NV-CT-FANV-01313.420013-210130027

EXHIBIT A

LOTS TEN (10) AND ELEVEN (11), IN BLOCK TWENTY-EIGHT(28), OF CLARKS LAS VEGAS TOWNSITE, AS SHOWN ON MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND THAT PORTION OF LOT TWELVE (12) IN BLOCK TWENTY-EIGHT (28) DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT TWELVE (12); THENCE SOUTH 27°45' WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 0.33 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING BUILDING SITUATED ON SAID LOT TWELVE (12); THENCE SOUTH 62°15' EAST PARALLEL TO THE NORTH LINE OF SAID LOT TWELVE (12) A DISTANCE OF 140.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT TWELVE (12); THENCE NORTH 27°45' EAST A DISTANCE OF 0.33 FEET TO THE MOST EASTERLY CORNER OF SAID LOT TWELVE (12); THENCE NORTH 62°15' WEST A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED APRIL 27, 1999 IN BOOK 990427 AS INSTRUMENT NO. 02132, OF OFFICIAL RECORDS.

Assessor's Parcel Number: 139-34-210-072

ATTACHMENT "3"

FORM OF FAÇADE EASEMENT

APN: 139-34-210-072

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

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

FAÇADE EASEMENT AGREEMENT

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

1. Grantee is responsible for carrying out the Redevelopment Plan for the Redevelopment Area in the City of Las Vegas. In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement, dated _____, 202__ (the "CVIP Agreement") which requires Grantor to improve the façade(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's CVIP Guidelines. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the CVIP Agreement.
2. Grantor shall maintain the Property and the Façade Easement Area in accordance with this Agreement, the Building Façade Maintenance Agreement, which has been recorded against the Property by separate instrument, and the

CVIP Agreement. Grantor agrees that all material future changes to the exterior surface of the façades of the building that have been improved on the Property shall be subject to the approval of Grantee, which approval shall not be unreasonably withheld.

3. Grantee may use the Façade Easement for the purpose of ensuring the repair and maintenance of the Façade Easement Area, including the Exterior Improvements to be constructed thereon, in accordance with the CVIP Agreement and this Agreement.
4. The grant of the Façade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Exterior Improvements located on and within the Façade Easement Area.
5. Grantor covenants by and for itself, himself, or herself, its, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through it, him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.
6. The Grantee shall not use or exercise any right granted hereunder or do anything in a manner that will damage or impair the Façade Easement Area or the structural integrity of the building of which the Exterior Improvements are a part.
7. In the event of a violation of this Agreement by Grantor, Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Exterior Improvements to their prior condition. In the alternative, Grantee may enter upon the Property, correct any such violation and hold Grantor and its, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with this Agreement, the CVIP Agreement, and the Building Façade Maintenance Agreement.
8. The Façade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Agreement in the official records of the Clark County, Nevada Recorder's Office.

9. Grantor shall have the option to repurchase the Façade Easement granted herein (the "Option") from Grantee pursuant to the terms and conditions set forth hereunder.
 - a. Option Term. The term of the Option (the "Option Term") shall commence upon recordation of this Agreement and shall continue until five (5) years from the date of the recordation of this Agreement. In order to exercise the Option, Grantor must give sixty (60) days written notice to Grantee that Grantor wishes to exercise the Option.
 - b. Repurchase Price. If Grantor exercises the Option as provided herein, Grantee agrees to sell and Grantor agrees to repurchase the Façade Easement for an amount equal to the unamortized portion of the purchase price for the Exterior Improvements as set forth in the CVIP Agreement and the amortization schedule in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").
 - c. Title, Escrow and Closing Costs. Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Façade Easement. Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.
10. The obligations and benefits imposed and granted in this Agreement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and shall run with the land.
11. The provisions of this Agreement may be amended or terminated in full only by a written agreement between Grantor and Grantee. As to Grantee, any such amendment may be executed by the Chair or Executive Director of Grantee.
12. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Agreement that the Façade Easement shall be strictly limited to and for the purposes expressed in this Agreement.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of this ____ day of _____, 202__

GRANTOR:

FBGM INVESTMENTS LLC,
a Delaware limited liability company

By: _____

Name: Jordan Denison

Title: Managing Member

GRANTEE:

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

By: _____

SHELLEY BERKLEY

Chair

ATTEST:

Name: _____

Acting Secretary

APPROVED AS TO FORM

Counsel to the Agency

Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 202_ by Jordan Denison as Managing Member of FBGM Investments LLC.

Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS TEN (10) AND ELEVEN (11), IN BLOCK TWENTY-EIGHT (28), OF CLARKS LAS VEGAS TOWNSITE, AS SHOWN ON MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND THAT PORTION OF LOT TWELVE (12) IN BLOCK TWENTY-EIGHT (28) DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT TWELVE (12); THENCE SOUTH 27°45' WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 0.33 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING BUILDING SITUATED ON SAID LOT TWELVE (12); THENCE SOUTH 62°15' EAST PARALLEL TO THE NORTH LINE OF SAID LOT TWELVE (12) A DISTANCE OF 140.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT TWELVE (12); THENCE NORTH 27°45' EAST A DISTANCE OF 0.33 FEET TO THE MOST EASTERLY CORNER OF SAID LOT TWELVE (12); THENCE NORTH 62°15' WEST A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED APRIL 27, 1999 IN BOOK 990427 AS INSTRUMENT NO. 02132, OF OFFICIAL RECORDS.

Assessor's Parcel Number: 139-34-210-072

EXHIBIT B

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Façade Easement Area: The area consisting of the building face of said building, which is set back from the East side of 3rd Street and South side of Bridger Avenue as described in "Attachment 1- 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 Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed 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:	<u>\$50,000.00</u>
----------------------------	--------------------

Anytime during second year:	<u>\$40,000.00</u>
-----------------------------	--------------------

Anytime during third year:	<u>\$30,000.00</u>
----------------------------	--------------------

Anytime during fourth year:	<u>\$20,000.00</u>
-----------------------------	--------------------

Anytime during fifth year:	<u>\$10,000.00</u>
----------------------------	--------------------

After five full years from recordation of the Façade Easement Deed:	<u>\$ 0.00</u>
--	----------------

ATTACHMENT “4”

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-210-072

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

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

BUILDING FAÇADE MAINTENANCE AGREEMENT

THIS BUILDING FAÇADE MAINTENANCE AGREEMENT (this “Agreement”), made this ____ day of _____, 202_, between FBGM INVESTMENTS LLC, a Delaware limited liability company, hereinafter referred to as “Owner,” and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada, hereinafter referred to as “Agency,” is made with reference to the following facts:

WHEREAS, the Owner is the owner of that real property in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”), commonly known as 319 S 3rd Street, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-34-210-072; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the “Redevelopment Area”), and in furtherance of the Redevelopment Plan for the Redevelopment Area (the “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, the Owner has rehabilitated certain exterior façade(s) on the Property in that area described on Exhibit B attached hereto (the “Façade Easement Area”); and

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

WHEREAS, by the terms of the CVIP Agreement, the Owner is 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 both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the primary considerations for the Agency to enter into the 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. The Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by the Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, the Owner covenants that:
 - a) All exterior building façades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by the Agency during the term of this Agreement.

- b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.
 - c) All exterior doors, door hardware, handles, locksets and latch sets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.
 - d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.
 - e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.
3. Agency's Right to Cure Owner's Default. The Owner shall be in default of this Agreement if the Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach, as defined below) after the Agency gives notice to the Owner of the failure to perform ("Notice of Breach"), which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring the Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that the Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

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

4. Hold Harmless. The Owner waives any and all claims for damage or loss as a result of the Agency's entry onto the Property. The Owner shall defend, indemnify and hold harmless the Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency's, its employees', officers', agents' or contractors' entry onto

the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If the Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, the Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner (subject to any applicable legal requirement that the Agency adhere to prevailing wage laws). The Agency's cost of curing the default shall be due and payable by the Owner within ten (10) days after the Agency's delivery of an invoice to the Owner for such cost, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date of the invoice until the Agency is reimbursed by the Owner. Any warranties provided by Agency's contractor(s) shall be assigned to the Owner upon the Owner's payment in full of the amounts due hereunder.
6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in Paragraph 4 above, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice in the official records of the Clark County, Nevada Recorder's Office. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this Agreement and shall state the amount, together with a statement that such amount is unpaid. Such lien shall be immediately released upon the Owner's payment of said costs to the Agency.
7. Notices. Notices required or permitted to be given under the terms of this Agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

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

OWNER: FBGM Investments LLC
319 S 3rd Street
Las Vegas, Nevada 89101
Attn: Jordan Denison

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

8. Property Owner. If the Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this Agreement as to the Property or as to that portion thereof so conveyed and the Owner shall have no further obligation hereunder as to said Property or that portion thereof. If the Owner leases the Property or any portion thereof to another, the lease shall provide for the Owner's right of entry to perform the Owner's obligations under this Agreement. The lease also shall provide for the Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. The Owner shall advise the Executive Director of the Agency in writing of any changes in address of the Owner and of the names and addresses of any subsequent owners of the Property or any portion thereof.
9. Miscellaneous Terms and Provisions.
- a) If any provision of this Agreement is adjudged invalid, the remaining provisions of it are not affected.
 - b) Notice to the Agency or the Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.
 - c) This writing contains a full, final and exclusive statement of the agreement of the parties.
 - d) By executing this Agreement, the Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to the Agency or to the Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the façade improvements or to perform any work authorized by this Agreement in the event of breach by the Owner of any covenant set forth in Paragraph 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers. No advance notice shall be required in the event of an emergency.
10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Agreement and execution of this Agreement by both parties, the Agency shall record this Agreement in the official records of the Clark County, Nevada Recorder's Office. The Agency shall provide the Owner a copy of the Agreement showing the Recorder's stamp. This Agreement pertains to that area of the Property covered by the Façade Easement, 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 and shall run with the land.

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

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

OWNER:

FBGM INVESTMENTS LLC, a Delaware limited liability company

By: _____ Date: _____
Name: Jordan Denison
Title: Managing Member

AGENCY:

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

By: _____ Date: _____
SHELLEY BERKLEY, Chair

ATTEST:

Name: _____
Acting Secretary

APPROVED AS TO FORM:

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF)
) ss.
COUNTY OF)

This instrument was acknowledged before me on the ____ day of
_____, 202_ by JORDAN DENISON as Managing Member of
FBGM Investments LLC.

Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS TEN (10) AND ELEVEN (11), IN BLOCK TWENTY-EIGHT (28), OF CLARKS LAS VEGAS TOWNSITE, AS SHOWN ON MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND THAT PORTION OF LOT TWELVE (12) IN BLOCK TWENTY-EIGHT (28) DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT TWELVE (12); THENCE SOUTH 27°45' WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 0.33 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING BUILDING SITUATED ON SAID LOT TWELVE (12); THENCE SOUTH 62°15' EAST PARALLEL TO THE NORTH LINE OF SAID LOT TWELVE (12) A DISTANCE OF 140.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT TWELVE (12); THENCE NORTH 27°45' EAST A DISTANCE OF 0.33 FEET TO THE MOST EASTERLY CORNER OF SAID LOT TWELVE (12); THENCE NORTH 62°15' WEST A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED APRIL 27, 1999 IN BOOK 990427 AS INSTRUMENT NO. 02132, OF OFFICIAL RECORDS.

Assessor's Parcel Number: 139-34-210-072

EXHIBIT B

LEGAL DESCRIPTION OF THE FAÇADE EASEMENT AREA

Façade Easement Area: The area consisting of the building face of said building, which is set back from the East side of 3rd Street and South side of Bridger Avenue as described in "Attachment 1- 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 Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT "5"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Schedule of Improvements

ESTIMATED BUDGET FOR EXTERIOR IMPROVEMENTS

Use of Funds (Activity)	Source of Funds	Estimated Cost
Solar Photovoltaic System Installation	owner equity	42875.50
Electrical Service & Panel Upgrades	owner equity	18642.75
Exterior LED Security & Streetscape Lighting	owner equity	11754.60
Electrical Wiring, Conduit & Infrastructure	owner equity	12036.60
Exterior Finishing & Contingency	owner equity	14218.42
Site Preparations & Micellaneous	Owner equity	350.50
Project Management & Administration	Owner Equity	1850.75
Total Exterior Budget		\$

Exterior Costs: \$ ^{101,378.12} Interior Costs: \$ ⁰ Project Total: \$ ^{101,378.12}

Project Funded with: _____ Owner Equity ^{101,378.12} Bank Financing _____ Investors _____

Other (_____)

ATTACHMENT "6-A"

DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	Jordan P. Denison
Address:	P.O. Box 370005 Las Vegas NV 89137
Telephone:	702.324.5280
EIN or DUNS:	83-4448106

Block 2	Description
Subject Matter of Contract/Agreement:	
VIP Grant Application	
RFP #:	

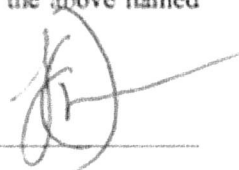
Block 3	Type of Business
Limited Liability Company	

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.	Jordan P. Denison- Managing Member	P.O. Box 370005 Las Vegas NV 89137	702.324.5280
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5	Disclosure of Ownership and Principals—Alternate
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document: _____	
Date of Attached Document: _____	
Number of Pages: _____	

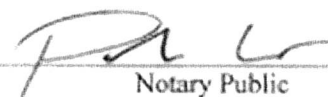
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



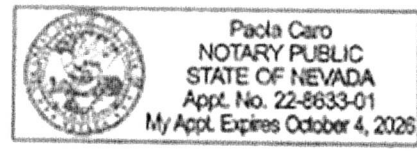
 Jordan P Denison
 Name

 4.25.2025
 Date

State of Nevada County of Clark
 Subscribed and sworn to before me this 25th day
 of April, 2025.



 Notary Public



ATTACHMENT “6-B”

DISCLOSURE OF OWNERSHIP/PRINCIPALS – BUSINESS

(N/A)

ATTACHMENT "7"

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

CVIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
 } ss:
COUNTY OF CLARK }

I, Jordan Paul Denison, 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 Fbgn Investments, 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 319 s 3rd St, Las Vegas, Nevada 89101 ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

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

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

- a. Encourage the creation of new business or other appropriate development; ☒
 - b. Create jobs or other business opportunities for nearby residents; ☐
 - c. Increase local revenues from desirable sources; ☒
 - d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
 - e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
 - f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
 - g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:
- a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☐ or
 - b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or
 - c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☐ or
 - d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

CVIP 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. JPD (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. JPD (initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. JPD (initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. JPD (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 14 day of July, 2026.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this 14 day of July, 2026, by Sordan P. Denison.

NOTARY PUBLIC

My Commission Expires: 3/25/28

