

1 neighborhood in which the Site is located; and

2 WHEREAS, the governing board of the Agency has considered the findings that no other
3 reasonable means of financing the construction of the building, facilities or structures or other improvements
4 on the Site are available.

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

11 THE FOREGOING RESOLUTION and TPA AGREEMENT was passed, adopted and
12 approved this 5th day of February, 2025

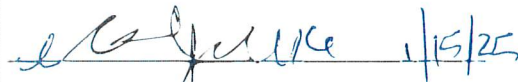
13 CITY OF LAS VEGAS
14 REDEVELOPMENT AGENCY

15 By: 
16 SHELLEY BERKLEY, Chair

17 ATTEST:

18 
19 LuAnn D. Holmes, MMC,
20 SECRETARY

21 APPROVED AS TO FORM:

22  1/15/25
23 Crislove A. Ige
24 Deputy City Attorney

25 Resolution No. RA-__-2025
26 RDA TENANT PARTICIPATION AGREEMENT

RDA/CC Mtg 215 2025
RDA Item# 4 CC Item# 23

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EXHIBIT A
CITY OF LAS VEGAS REDEVELOPMENT AGENCY
TENANT OWNER PARTICIPATION AGREEMENT

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
TENANT OWNER PARTICIPATION AGREEMENT**

THIS TENANT OWNER PARTICIPATION AGREEMENT (the "Agreement") is entered into as of the 5th day of ~~February~~, 2025, 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 Amplecho LLC, a Nevada Limited Liability Corporation (hereinafter referred to as the "Tenant Owner") and Sticky 2 LLC, a Nevada Limited Liability Corporation (hereinafter referred to as the "Owner").

Recitals

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

WHEREAS, the purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the redevelopment of certain real property described in Attachment "1", attached and incorporated herein by reference (the "Site") included within the boundaries of the Redevelopment Area.

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

WHEREAS, Tenant Owner is the owner of the following tenant operating the Site known as Echo (the "Tenant")

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

WHEREAS, the Agency shall reimburse the Tenant Owner for pre-approved qualified ("Project Improvements"), which the Agency has determined are significant in character, up to a maximum of Ninety Thousand Dollars (\$90,000.00) (the "Agency Funds"); and

WHEREAS, the Tenant Owner desires to construct the Project Improvements pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Project Improvements are part of the overall construction work to be completed to the building in which the Project Improvements will be located (the "Building Improvements").

WHEREAS, the Project Improvements and Building Improvements are herein collectively referred to as the "Improvements".

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

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds for the construction of the Project Improvements to the Site. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities.

The Tenants are owned by Tenant Owner and whose address is 1301 S Main Street, Ste 160 Las Vegas NV 89101. Wherever the term "Tenant Owner" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided. The Site is owned by Owner whose address is 3726 Las Vegas Blvd. NV 89158 ("Owner").

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

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

The Tenant Owner hereby represents and warrants to Agency that the Tenants lease the Site necessary for the construction and operation of the Project Improvements. Proof of such lease is attached hereto as Attachment "2" (the "Lease").

Tenant Owner agrees to use its best efforts in complying with Agency Employment Plan Policy attached hereto as Attachment "7".

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET.

Tenant Owner shall complete the Improvements according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment "4" and by this reference is made a part hereof. As part of the Project, Tenant Owner agrees to install those improvements set forth and described on Attachment "4" and referred to herein as the "QI" in strict conformance with Attachment "4". 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 execution of this Agreement by the Agency, Tenant Owner agrees to commence, or cause the commencement of the Improvements, pursuant to the plans and other documents submitted by Tenant Owner and approved by Agency. Commencement of Improvements is defined as paying for permits. The Improvements shall be completed in 180 days from Council approval. Tenant Owner may request in writing, one thirty (30) day extension of time which may be given for completion of the Improvements upon approval of the Agency, which approval shall be at the sole and

absolute discretion of Agency. The Agency during construction of the Improvements shall maintain a right of access to the Site in order to determine the status of the construction of the Improvements and compliance with this Agreement, provided that the Agency gives the Tenant Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the office building. Tenant Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Tenant Owner's strict agreement to commence and complete Improvements by the required dates and any failure of Tenant Owner to commence and complete the Improvements by the required dates will be a material default of Tenant Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

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

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

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

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Subject to Tenant Owner fulfilling the conditions precedent to receiving reimbursement below, Agency agrees to reimburse Tenant Owner for the cost of the QI not to exceed Ninety Thousand Dollars (\$90,000.00) toward the costs of the QI ("QI Reimbursement"). In order for Tenant Owner to qualify for the QI Reimbursement, the following conditions must be met ("Conditions"):

- (i) The Development must be completed in conformance with Attachment "4";
- (ii) All of the QI must be completed in conformance with Attachment "4" as established by photographs in formats approved by Agency;
- (iii) Agency has completed an inspection and review and determined that all the Improvements have been fully completed pursuant to the plans and other documents submitted by Tenant Owner and approved by Agency in accordance with this agreement and are fully operational. Tenant Owner agrees to facilitate and cooperate with Agency in conducting such review and inspection of the Site. Tenant Owner shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.
- (iv) A certificate of occupancy must be issued by the City of Las Vegas permitting occupancy and use of the Improvements;

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

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

(vii) Owner and Agency have both executed and acknowledged that Maintenance Agreement in the form attached hereto as Attachment "3" hereto.

(viii) Tenant Owner and Agency have both executed and acknowledged a certificate of Completion in the form of Attachment "5" hereto, as more fully described in Section 8 below; and

Upon the fulfillment of the conditions set forth in this Section 5, Agency shall pay the QI Reimbursement to Tenant Owner within forty-five (45) days. Disbursement of the QI Reimbursement shall be made to as directed in writing by Tenant Owner upon completion of all of the following conditions for the benefit of Agency:

Tenant Owner agrees that in the event all of the Conditions are not fulfilled in 180 Days, then Agency shall have the right to terminate this Agreement upon written notice to Tenant Owner. Upon such termination this Agreement shall be null and void and Agency shall thereafter have no obligation to make the QI Reimbursement to Tenant Owner.

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. Tenant Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas and all other applicable laws, rules and/or regulations.

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

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

SECTION 8: CERTIFICATE OF COMPLETION

The Tenant Owner shall request that a Certificate of Completion be issued by Agency after completion of the construction of the Project and QI. The issuance of the Certificate of Completion shall be subject to the City of Las Vegas' issuance of a Certificate of Occupancy and the Tenant Owner has

submitted, to Agency's satisfaction, the required documentation pursuant to the Employment Plan. The Certificate of Completion for the Development shall be in the form attached hereto as Attachment "5" which shall be recorded in the Office of the County Recorder of Clark County. A Certificate of Completion for less than the entire improvement of the Development shall not be recorded.

The Certificate of Completion for the Project shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement upon the Site or such portion thereof and of full compliance with the terms hereof. After issuance of the Certificate of Completion for the Development, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such portion thereof covered by said Certificates of Completion shall not incur any obligation or liability under this Agreement. Except as otherwise provided herein, after the issuance of the Certificate of Completion for the Development, neither Agency, the City nor any other person shall have any rights, remedies or controls with respect to the Site or such portion thereof that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement.

Agency shall not unreasonably withhold the Certificate of Completion. If Agency refuses or fails to furnish the Certificate of Completion for the Development after written request from the Tenant Owner, Agency shall, within ten (10) days of such written request, provide the Tenant Owner with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the action the Tenant Owner must take to obtain a Certificate of Completion. If Agency shall have failed to provide such written statement within said 10 day period, the Tenant Owner shall be deemed entitled to the Certificate of Completion.

The Certificate of Completion for the Development shall not constitute evidence of compliance with or satisfaction of any obligation of the Tenant Owner to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof.

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

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the TOPA Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

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

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

Tenant Owner has declared that no other reasonable means of financing are available to undertake the Project Improvements because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore Tenant Owner would not undertake the Project Improvements contemplated in the Agreement through resources reasonably available to Tenant Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and by this reference made a part hereof.

Tenant Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "7" and by this reference is made a part hereof. Tenant Owner, for Tenant Owner and its successors and assigns, represent that in the construction of Project Improvements, Tenant 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 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Tenant Owner warrants to Agency that it not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Tenant Owner in the event of any default or breach by the Agency or for any amount which may become due to the Tenant 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, Tenant Owner warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Tenant Owner or any principal member of Tenant Owner. Until such time as the Agency Funds are disbursed, Tenant Owner shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES; JURISDICTION.

- (a) The following shall constitute a "Tenant Owner Event of Default":
- (i) Tenant Owner transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, in violation of the provisions of Section 7 or Section 2;
 - (ii) Tenant Owner fails to proceed with, abandons or substantially suspends the construction of the Project Improvements required by this Agreement;
 - (iii) any of the representations and warranties of Tenant Owner are untrue in any material respect;
 - (iv) Tenant Owner fails to perform any other material obligation imposed under the provisions of this Agreement; or
 - (v) the filing of a petition or the institution of proceedings of, by, or against Tenant Owner pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or

Tenant Owner's making a general assignment for the benefit of its creditors or the entering by Tenant Owner into any compromise or arrangement with its creditors generally; or Tenant Owner's becoming insolvent in the sense that Tenant Owner is unable to pay its debts as they mature or in the sense that Tenant Owner's debts exceed the fair market value of Tenant Owner's assets.

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

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

SECTION 13: ENFORCED DELAY. Any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine, restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, 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 control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice.

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

SECTION 15: TERM. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall expire at the earlier of (i) disbursement of the Agency Funds by Agency and (ii) 180 days after the Effective Date.

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

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

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Tenant Owner and the Agency at the addresses set

forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal delivery, or five (5) calendar days after the date of deposit in the United States mail or with an express delivery service.

If to the Agency: City of Las Vegas Redevelopment Agency
City Hall
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

With a copy to: City Attorney Office
City Hall
495 South Main, 6th Floor
Las Vegas, Nevada 89101
Attention: Dimitri Dalacas

If to the Tenant Owner: Amplecho LLC
2002 South 10th Street
Las Vegas, NV 89104
Attn: Natalie Young

If to Owner: Sticky 2 LLC
3726 Las Vegas Blvd. S. Unit 1706
Las Vegas, NV 89158
Attn: Gary Creagh

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

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. THIRD PARTY RIGHTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "7" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Tenant Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency, and Tenant Owner. Nothing in this Agreement shall confer upon any other third party of any type or sort other than the Tenant Owner and Agency any rights or remedies under or by reason of this Agreement, including, without limitation, any parties providing and/or supplying labor and/or materials to the Project and any claims or causes of action that any third party may have related to payment for labor and/or materials provided and/or supplied to the Project.

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

SECTION 22: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on February 3rd, 2025 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

_____, 2025

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

TENANT OWNER:

By: _____
SHELLEY BERKLEY, CHAIR

AMPLECHO, LLC

By: _____
[Signature]

Its: Managing Member

ATTEST:

OWNER:

Dr. LUANN D. HOLMES, MMC
Secretary

STICKY 2, LLC

By: _____
[Signature]

Its: Managing Member

APPROVED AS TO FORM:

[Signature] _____ *1/8/25*
Counsel to the Agency Date

Cristove A. Igeleke
Deputy City Attorney

LIST OF ATTACHMENTS

ATTACHMENT "1"	DESCRIPTION OF PROJECT
ATTACHMENT "2"	PROOF OF LEASES
ATTACHMENT "3"	FORM OF MAINTENANCE AGREEMENT
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	CERTIFICATE OF COMPLETION OF CONSTRUCTION
ATTACHMENT "6"	DISCLOSURE OF PRINCIPALS – TENANT OWNER
ATTACHMENT "7"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "1"
DESCRIPTION OF PROJECT

The Tenant Owner has plans to renovate both the interior and exterior of the property located at 1301 S Main Street, Suite 160. This renovation project aims to transform the space, which was initially designed for a Brew house concept, into a vibrant new establishment that will house EAT, a dynamic restaurant, as well as a modern listening lounge renamed Echo.

The previous gray shell Brew house concept will be entirely replaced with a fresh, contemporary design intended to enhance the appeal and functionality of the space. As part of the renovation, the project will include the installation of neon sign that will be prominently affixed to the building's façade.

In addition to the cosmetic changes, significant structural updates will take place inside the space. This includes comprehensive plumbing work to ensure that the new establishments meet health and safety standards, as well as a complete reconfiguration of the kitchen to facilitate the operational needs of EAT. The kitchen redesign will likely involve upgrading equipment and optimizing the layout to provide an efficient workflow for the culinary team, ensuring that they can deliver a delightful dining experience.

ATTACHMENT "2"

Proof of Lease

Redevelopment Agency has copy of Lease on file

ATTACHMENT "3"

APN: 162-03-101-002

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: Redevelopment Manager

BUILDING MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2025, between Sticky 2 LLC, a Nevada limited liability company hereinafter referred to as ("Owner") and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as ("Agency")with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1301 S Main St. Ste160, Las Vegas, Nevada and currently designated as Assessor's Parcel No.162-03-101-002; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a TENANT OWNER PARTICIPATION AGREEMENT (the "TOPA") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and;

WHEREAS, Owner has installed certain improvements to the Property pursuant to that certain Tenant Owner Participation Agreement entered into between agency and Owner ("TOPA Agreement") whereby Agency provided partial funding for the construction and/or installation of improvements and upgrades to the building located on the Property; and

WHEREAS, Owner has completed the work to the Property described in the TOPA Agreement; and

WHEREAS, by the terms of the TOPA Agreement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure

that the improvements described in Exhibit "B" attached hereto (the "Improvement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's Maintenance Agreement.

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

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

f) Fire alarms, fire extinguishers, smoke alarms and other fire notification and suppression systems are to be operable and maintained in accordance with the City of Las Vegas Fire Code at all times.

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

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform. Upon such notice, Owner agrees to facilitate Agency's access to the overall Property and to specific Units in order to cure such default and correct such default. Owner agrees to reimburse Agency for all costs incurred by Agency in the work and/or correction.

In the event Agency elects not to cure the default, Agency shall have the right to demand in writing reimbursement from Owner of all funds advanced to Owner under the TOPA Agreement. Upon such demand, Owner shall reimburse Agency of all funds advanced to Owner under the TOPA Agreement within thirty (30) days of such written demand.

Owner hereby grants to Agency a lien on the Property to secure the payment of any amounts owned to Agency by Owner under this Agreement not paid when due as well as costs of collection, including, without limitation, attorneys' fees and court costs. Agency may execute and record a document setting forth the amount of delinquent sums due to Agency and the fact that a lien exists to secure the repayment thereof.

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

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

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.
6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. 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 it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.
7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

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

OWNER: STICKY 2 LLC
Attn: Gary Creagh Jr
900 Las Vegas Blvd. S .Unit 705
Las Vegas, NV 89101

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

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this

Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

- a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.
- b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.
- c) This writing contains a full, final and exclusive statement of the agreement of the parties.
- d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

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

This Agreement pertains to that area of the Property covered by the Unit Improvement Area, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of this agreement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charge

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

OWNER

Sticky 2 LLC

By: _____ Date: _____
Name: GARY CREAGH JR
Title: AUTHORIZED REPRESENTATIVE

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

By: _____ Date: _____
SHELLEY BERKLEY
CHAIR

ATTEST:

Dr. LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

Counsel to the Agency Date

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

Lots One (1), Two (2), and Three (3) except the South Forty-Five (45) feet of Lot Three (3) in Block Nine

(9) of BOULDER ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 52, in the Office of the County Recorder of Clark County, Nevada.

Assessor's Parcel No. 162-03-101-002

Suite 160

EXHIBIT B

DESCRIPTION OF THE IMPROVEMENT AREA

Improvement Area: The area consisting of the building, which is set back from the Southeast corner of Main Street and Colorado Ave. as described in "*Attachment 1 – Legal Description of the Property*" and other public areas, including all Interior wall planes, window, doors, fascias, awnings, and other architectural projections.

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

ATTACHMENT "4"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF UNIT IMPROVEMENTS

1 Grind and seal floor from damage from demolition to wall and new plumbing trenches.	9,450.00
2 New footralls	1,250.00
3 Relocate front door as long as we can reuse the original door and mullions.	3,800.00
4 Reconfigure the walk in cooler.	1,220.00
5 Move equipment and seal per SNHD standards	5,280.00
6 Purchase walk in cooler equipment, lineset, and startup.	10,420.00
7 Double Swinging Kitchen Door with plywood core so it is sturdy.	3,480.00
8 New granite countertop.	6,540.00
9 Birch panels on wall by walk in cooler.	2,240.00
10 New walls framed and drywall new drink station at rear of walk in cooler.	6,464.00
11 Install hood controls, ansul valve, air balance test, and electronics	8,500.00
12 Fire Permit for hood fire suppression system and installation of fire suppression system	5,500.00
13 Plumbing scope to include new overhead lines, drain pipes for new sinks, jockey boxes, Reconfigure the existing equipment, install water heaters, and drain lines to hvac equipment.	37,400.00
14 Electrical scope to include moving electrical panel, new lights, reconfigure lights, Add wiring for new dishwasher, demo out old electrical not needed, hookup walk in cooler, Hook up condensers on roof, install missing exit signs, run low voltage conduit.	27,500.00
15 Install mechanical unit's final ductwork, makeup air, and missing duct wrap.	32,110.00
16 Add fire alarm for new drink station room and fire sprinklers, install sprinkler heads, Install fire alarm.	11,200.00
17 Final clean, dumpsters, portable restrooms	2,460.00
18 New FRP, glue, and trim.	1,620.00
19 Roof patch for new equipment and lineset penetrations	2,560.00
20 Final paint with accent walls.	9,230.00
	\$181,424

RDA contribution will be \$90,000.00.

ATTACHMENT "5"

APN: 162-03-101-002

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

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, pursuant to that certain Tenant Owner Participation Agreement ("Agreement") dated _____, 2025, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to, Amplecho LLC, or their permitted assignee(s) (collectively the "Tenant Owner") for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Exhibit "A", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said Agreement, the Developer shall certify to the Agency that all construction on the Site or a phased portion of the Site has been substantially completed in compliance with the Agreement; and

WHEREAS, as referenced in said Agreement, the Agency shall furnish the Tenant Owner with a Certificate of Completion upon completion of all construction, or a portion of the Site which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction on the Site or a phased portion of the Site required by the Agreement.

Now, therefore:

1. The Tenant Owner hereby certifies to the Agency that all construction on the Site has been completed in compliance with the Agreement.
2. The Agency agrees and docs hereby certify that the construction of the Site have been fully and satisfactorily performed and completed as required by the Agreement.
3. This Certificate of Completion may be executed in counterparts, all such

counterparts will constitute the same Certification of Completion 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.

IN WITNESS WHEREOF, the Agency has executed this Certificate this _____ day of 2025.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
SHELLEY BERKLEY, CHAIR
"Agency

ATTEST:

AMPLECHO LLC,

Dr. LUANN D. HOLMES, MMC
Secretary

By: _____
"Tenant Owner"

APPROVED AS TO FORM:

Counsel to the Agency Date

ACKNOWLEDGEMENTS

STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

On this _____ day of _____, 2025, before me, the undersigned Notary Public in and for said County and State, appeared Shelly Berkley, as Chairman of the City of Las Vegas Redevelopment Agency, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he or she did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

ACKNOWLEDGEMENTS

STATE OF _____)

)ss.

COUNTY OF _____)

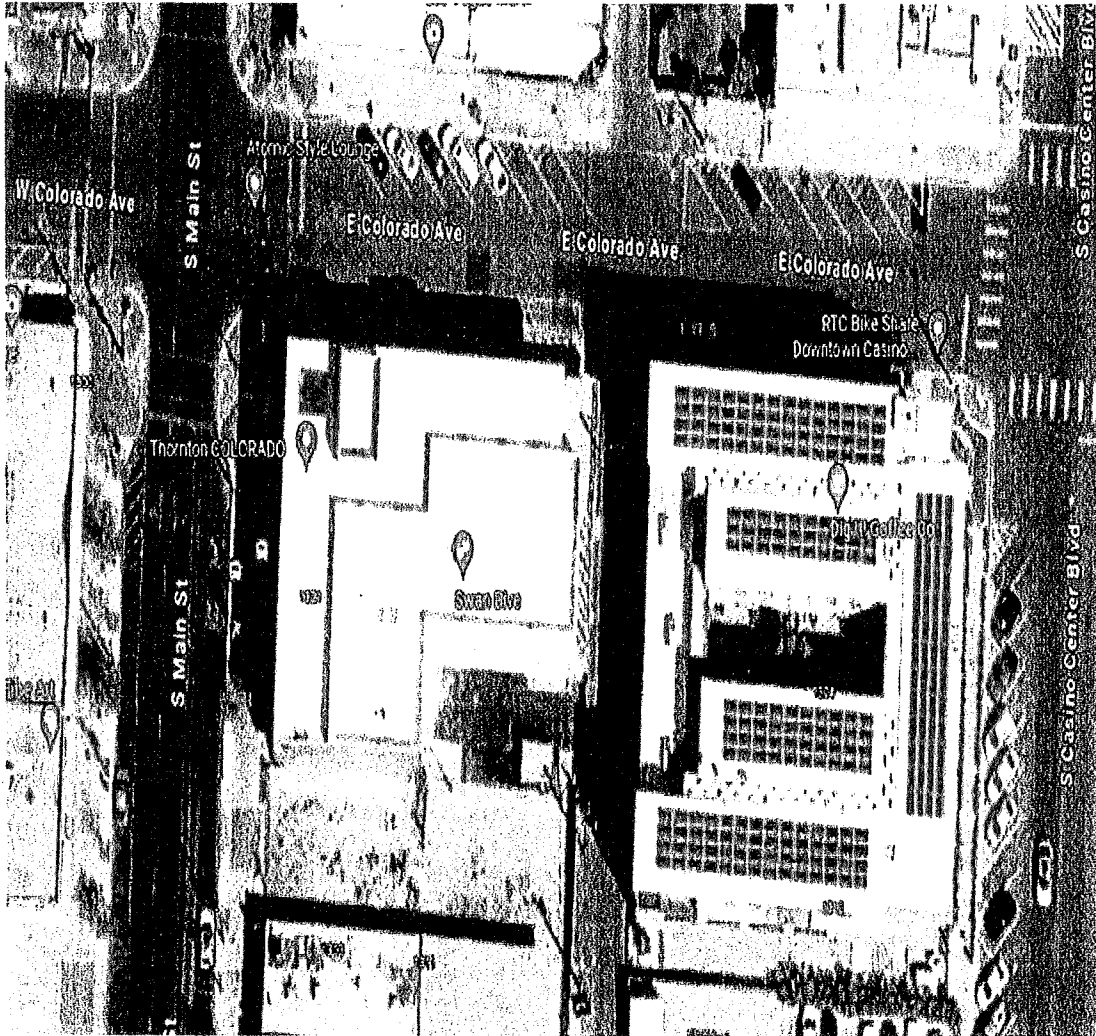
On this _____ day of _____, 2025, before me, the undersigned Notary Public in and for said County and State, appeared _____, as _____ of _____, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he or she did so freely and voluntarily and for the purposes therein mentioned.

Notary Public

EXHIBIT "A"

Site Map

1301 S Main St.



ATTACHMENT "6"

DISCLOSURE OF PRINCIPALS – PROPERTY TENANT OWNER

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - BUSINESS

VIP Contracting Entity Information

Corporate Name: Amplischa LLC

Mailing Address: 2002 S. 10th St., LAS VEGAS, NV 89104

Business Phone: 702-610-4365

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company X

Corporation _____

Disclosure of Ownership/Principals:

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

Full Name & Title	Business Address	Business Phone
Natalie Young/operator	1301 S Main St ^{su + e} 160	702-610-4365
Thomas McCallister	1301 S Main St #160	770-380-5597

Additional Ownership/Principals

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

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - BUSINESS

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

Certification of Disclosure of Ownership/Principal - Business

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

Signature: _____ *[Handwritten Signature]*

Date: 11/21/2024

State of Nevada
County of Clark

This instrument was acknowledged before me on
November 21, 2024 (date) by

Natalie Young (name of person)

[Handwritten Signature]

Notary Public

