

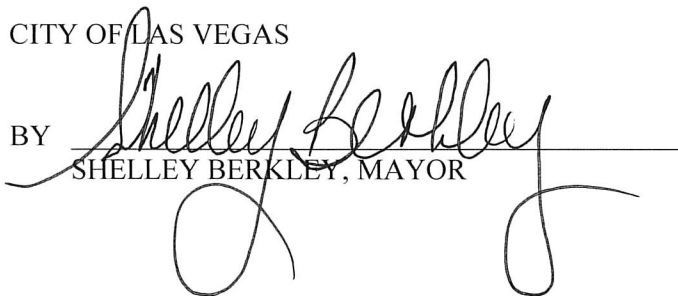
1 Agency in connection with the TOPA (attached hereto as **Exhibit A**), which provides for the reimbursement
2 to the Tenant Owner for a portion of the costs of constructing the improvements to the Site (the "Project"),
3 all as more fully set forth in the TOPA.


4 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas
5 hereby finds and determines that the construction of the Project is of benefit to the Redevelopment Area or
6 the immediate neighborhood in which the Redevelopment Area is located; and


7 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines
8 there are no reasonable means of financing those buildings, facilities, structures or other improvements on
9 the Site; and

10 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the
11 undertakings of the Agency in connection with the TOPA with the Tenant Owner concerning the
12 development of the Site as set forth in the TOPA.

13 THE FOREGOING RESOLUTION was passed, adopted and approved this 15th day of
14 October, 2025.

15 CITY OF LAS VEGAS
16
17 BY 
18 SHELLEY BERKLEY, MAYOR

18 ATTEST:
19 
20 DR. LUANN D. HOLMES, MMC
21 CITY CLERK

21 APPROVED AS TO FORM
22  9/25/25
23 Gillian Block Segerblom, Date
24 Deputy City Attorney

24 Resolution No. R-73-2025
25 RDA Tenant Owner Participation Agreement

RDA/City Council Meeting 10/15/2025
RDA Item # 7 CC Item # 41

EXHIBIT A

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

THIS TENANT OWNER PARTICIPATION AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 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 Nevada GrantLab, a Nevada nonprofit corporation (hereinafter referred to as the "Tenant 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 tenant of the Site, which is known as Nevada GrantLab;

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

WHEREAS, the Agency shall reimburse the Tenant Owner for the pre-approved project improvements (the "Project Improvements"), which the Agency has determined are significant in character, up to a maximum of Twenty-five Thousand Dollars (\$25,000.00) (the "Agency Funds"); and

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

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 rehabilitation and renovation of the Project Improvements to the Site (the "Project"). 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 Tenant Owner's address is 701 E. Bridger Avenue, Suite 600, 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 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.

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 Tenant Owner has an executed lease for the Site, which provides Tenant Owner with the necessary ability 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 "5".

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET.

Tenant Owner shall complete the Project Improvements according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment "3" and by this reference is made a part hereof. As part of the Project Improvements, Tenant Owner agrees to install those improvements set forth and described on Attachment "3". 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. Tenant Owner shall commence and complete the Project Improvements within one hundred eighty (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 Project Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Project Improvements shall also be referred to as the "Project" hereinafter. The Agency during construction of the Project Improvements shall maintain a right of access to the Site in order to determine the status of the construction of the Project 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 Project Improvements, (ii) Agency does not warrant in any manner the suitability or construction of the Project 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, 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 Project Improvements not to exceed Twenty-five Thousand and 00/100 Dollars (\$25,000.00) toward the costs of the Project Improvements (the "PI Reimbursement"). In order for Tenant Owner to qualify for the PI Reimbursement, the following conditions must be met (the "Conditions"):

- (i) The Project must be completed in conformance with Attachment "3".
- (ii) All of the Project Improvements must be completed in conformance with Attachment "3" as established by photographs in formats approved by Agency.
- (iii) Agency has completed an inspection and review of the Site and determined that all the Project 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) The issuance of a City of Las Vegas business license for Tenant Owner at the location of the Project.
- (v) Tenant Owner has submitted to Agency proof in the form of materials and other information required by Agency that the cost of rehabilitation and renovation of the Project Improvements has been paid in full and that there are no outstanding mechanics liens or claims related to the Project. 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.

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

Tenant Owner agrees that in the event all of the Conditions are not fulfilled in one hundred eighty (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 PI 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 Site or the buildings or improvements thereon without the prior written approval of Agency. 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.

SECTION 8: 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 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Tenant Owner Participation Agreement 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 "5" and by this reference made a part hereof.

Tenant Owner has also declared and provided the Agency with an Employment Plan, which shall be deemed 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 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Tenant Owner warrants to Agency 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 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 warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment "4" and incorporated herein by reference, all persons and entities holding more than one percent (1%) 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 11: 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 PI Reimbursement has not been disbursed to the Tenant Owner, Agency shall be relieved of the obligation to disburse the PI Reimbursement to Tenant Owner.

Las Vegas, Nevada 89101
Attn: Dimitri Dalacas, Deputy City Attorney

If to the Tenant Owner: Nevada GrantLab
701 E. Bridger Ave, Suite 600
Las Vegas, NV 89101
Attn: Miles Dickson, President

SECTION 18: 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 19: 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 "5" 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 20: 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 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2025 by the 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

LIST OF ATTACHMENTS

ATTACHMENT "1"	DESCRIPTION OF PROJECT
ATTACHMENT "2"	PROOF OF LEASE
ATTACHMENT "3"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "4"	DISCLOSURE OF PRINCIPALS – TENANT
ATTACHMENT "5"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "1"

DESCRIPTION OF PROJECT

The Tenant Owner renovation includes permanent, interior improvements, IT fixtures and equipment, and furniture that amount to comprehensive upgrades to modernize and refresh approximately 5,300 sq. ft. workspace. This project scope includes selective demolition, new finishes, and targeted system improvements, with a focus on enhancing functionality and aesthetics while maintaining existing mechanical and life safety systems. The work includes replacing lighting fixtures with LED lighting, replacing appliances with energy-efficient, ADA compliant appliances, and increasing seating capacity to support GrantLab's future requirements to house additional staff and sponsor community engagement meetings and events within the workspace. Creating a welcoming, productive space for GrantLab staff and the community partners we serve.

ATTACHMENT "2"

Proof of Lease

Redevelopment Agency has copy of Lease on file

ATTACHMENT "3"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF UNIT IMPROVEMENTS

<u>Use of funds</u>	<u>Source of Funds</u>	<u>Estimated Cost</u>
1. Renovation/Rehabilitation of Interior	Nevada GrantLab	\$200,000
2. IT Equipment	Nevada GrantLab	\$60,000
3. Furniture and Fixtures	Nevada GrantLab	<u>\$100,000</u>
		Total \$360,000

Tenant Owner Reimbursement - \$25,000

ATTACHMENT "4"

DISCLOSURE OF PRINCIPALS – TENANT OWNER

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – BUSINESS

VIP Contracting Entity Information

Corporate Name: Nevada GrantLab
Mailing Address: 610 S 7th St., Las Vegas, NV 89101
Business Phone: (702) 720-3141

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company _____
Corporation X

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
Miles Dickson, President & CEO	610 S. 7th St, Las Vegas, NV 89101	702-720-3141
Asha Jones, Board Director	610 S. 7th St, Las Vegas, NV 89101	702-720-3141
Athar Haseebullah, Board Director	610 S. 7th St, Las Vegas, NV 89101	702-720-3141
Gerry Shear, Board Director & Treasurer	610 S. 7th St, Las Vegas, NV 89101	702-720-3141
Cindy Dreibelbis, Board Director	610 S. 7th St, Las Vegas, NV 89101	702-720-3141
Tina Quigley, Board Director	610 S. 7th St, Las Vegas, NV 89101	702-720-3141
Julle Gilday-Schaffer, Board Director	610 S. 7th St, Las Vegas, NV 89101	702-720-3141
Stephanie Rosol, Board Director & Secretary	610 S. 7th St, Las Vegas, NV 89101	702-720-3141

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: N/A

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: Nevada Grant Lab Board Roster

Date of Attached Document: May 14, 2025

Number of Pages: 1

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: May 15, 2025

State of Nevada
County of Clark

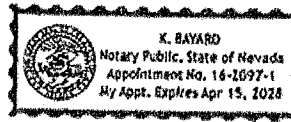
This instrument was acknowledged before me on

May 15th, 2025 (date) by

Miles Russell Dickson (name of person)

[Handwritten Signature]

Notary Public



VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

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

4. Participant hereby warrants the following:

- a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____(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. _____(initial)
- c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. _____(initial)
- d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. _____(initial)

5. 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 ^{15th}~~14th~~ day of May, 2025

Authorized Signature:
State of Nevada
Clark County



SIGNED AND SWORN TO before me

this 15th day of May, 2025, by Mites Russell Dickson

NOTARY PUBLIC K. Bayard
My Commission Expires: 4/15/2028

