

1 necessary to carry out the intent and purpose of the OPA.

2 THE FOREGOING RESOLUTION was passed, adopted and approved this 15th day of

3 April, 2026.

4 CITY OF LAS VEGAS
5 REDEVELOPMENT AGENCY

6 BY Shelley Berkley
7 SHELLEY BERKLEY, Chair

8 ATTEST:

9 LuAnn D. Holmes
10 Dr. LuAnn D. Holmes, MMC, City Clerk
11 SECRETARY

12 APPROVED AS TO FORM

13 Sandra D. Turner 3-24-26
14 Deputy City Attorney Date

15 Sandra D. Turner
16 Deputy City Attorney

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24 Alley Cat LLC
25 OPA Agreement

26 Date 7/15/26 CC Item # 42 RDA Item # 8

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EXHIBIT A
OWNER PARTICIPATION AGREEMENT

CITY OF LAS VEGAS REDEVELOPMENT AGENCY OWNER PARTICIPATION AGREEMENT

THIS OWNER PARTICIPATION AGREEMENT (the "Agreement") is entered into as of the _____ 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 ("Agency"), and ALLEY CAT LLC, a Nevada limited liability company ("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's Redevelopment Area (defined below) and to support investment into existing commercial and residential structures in the Redevelopment Area and to attract to or maintain housing in such Redevelopment Area;

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 (the "Site") included within the boundaries of the Redevelopment Area and located at APNs: 139-34-210-003 and 004;

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

WHEREAS, the Agency shall reimburse the Owner for any pre-approved qualified exterior improvements on the Site ("Project Improvements"), which the Agency has determined are significant in character, up to a maximum of Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) (the "Agency Funds"); and

WHEREAS, the Owner desires that the Agency participate in the cost of 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 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 Project Improvements to that certain commercial Site described in Attachment "1", attached and incorporated herein by reference ("Project"). A site map ("Site Map") of the Site encompassed by the Project is attached hereto as Exhibit "2", and incorporated herein by reference. 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 Owner is Alley Cat LLC, a Nevada limited liability company, which is owned by Michelle Robin Dell, 2100 Pinto Lane, Las Vegas, Nevada 89107. Wherever the term "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 Owner and of the Manager or Managing Member of the Owner, and Members of the Owner 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 Owner. No voluntary or involuntary successor in interest of 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 Owner prior to the completion of the development of the Project as evidenced by the issuance of a Certificate of Completion therefor.

The 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 Owner hereby represents and warrants to Agency that Owner owns fee title to the Site necessary for the development of the Project. Proof of ownership is evidenced by a recorded Grant, Bargain, Sale Deed Deed dated September 29, 2025, a copy of which is attached hereto as Attachment "3."

Owner hereby represents and warrants to Agency that Owner has obtained all financing and other resources necessary to pay for all costs of the construction and full completion of the Project, including the Project Improvements.

SECTION 3: IMPROVEMENTS TO THE PROJECT AND PROJECT BUDGET.

Owner shall complete the Project Improvements according to the Scope of Work ("Scope of Work") and Tentative Schedule of Project Improvements, which is attached hereto as Attachment "4" and by this reference is made a part hereof. As part of the Project, Owner agrees to install the Project Improvements set forth and described on Attachment "4" in strict conformance with Attachment "4". The Scope of Work and Tentative Schedule of Project 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, Owner agrees to commence, or cause the commencement of the Project Improvements, pursuant to the plans and other documents submitted by Owner and approved by Agency. Commencement of Project Improvements is defined as paying for permits from the City's Building Department to construct the Project Improvements. The Project Improvements shall be completed by October 1, 2026. Owner may request in writing, one (1) sixty (60) 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 also shall be referred to as the "Project" hereinafter. The Agency during construction of the Project Improvements shall maintain a right of

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

Owner hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and 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) 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.

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 Project Improvements, regardless of the presence or absence of negligence on the part of Owner or other third party.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the cost of the Project Improvements exceeds Ten Thousand and 00/100 Dollars (\$10,000.00), then the Owner, in compliance with NRS 279.498, shall strive to obtain three (3) or more competitive bids from properly licensed contractors. If Owner is unable to obtain three (3) or more competitive bids, 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 Owner fulfilling the conditions precedent to receiving reimbursement below, Agency agrees to reimburse Owner an amount not to exceed the Agency Funds toward the costs of the Project Improvements. In order for Owner to qualify for the Agency Funds, the following conditions must be met ("Conditions"):

- (i) The Project must be completed in conformance with Attachment "4";
- (ii) All of the Project Improvements 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 of the Site and determined that all the Project Improvements have been fully completed pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with this Agreement. Owner agrees to facilitate and cooperate with Agency in conducting such review and inspection of the Site. Owner shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review; and
- (iv) 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 Project

Improvements has been paid in full and that there are no outstanding mechanics liens or claims related to the Project and the Project Improvements. Such proof shall include, but not be 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 Agency Funds to Owner within thirty (30) days. Owner agrees that in the event all of the Conditions are not fulfilled within twelve (12) months from the Effective Date (defined below) of this Agreement, then Agency shall have the right to terminate this Agreement upon written notice to Owner. Upon such termination, this Agreement shall be null and void and Agency shall thereafter have no obligation to pay any Agency Funds to Owner.

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. 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 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 apply subsequent to the issuance of the Certificate of Completion with respect to the Site and the payment of the Agency Funds to 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 Owner or any other party from any obligations under this Agreement until completion of development as evidenced by the issuance of a Certificate of Occupancy or Completion, as applicable, issued by the City of Las Vegas Building Department.

SECTION 8: (BLANK SECTION).

This Section intentionally left blank.

SECTION 9: UNRELATED IMPROVEMENTS AND USES. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to the 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 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 than 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 on the Site.

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

Owner agrees to use its best efforts in complying with Agency Employment Plan Policy attached hereto as Attachment "6."

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/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested. Owner warrants to Agency that Owner 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, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than one percent (1%) interest in Owner or any principal member of Owner. Until such time as the Agency Funds are disbursed, 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 an "Owner Event of Default":
 - (i) 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
 - (ii) Owner fails to proceed with, abandons or substantially suspends the construction of the Project Improvements required by this Agreement for more than thirty (30) days;
 - (iii) any of the representations and warranties of Owner in this Agreement are untrue in any material respect;
 - (iv) 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 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 Owner's making a general assignment for the benefit of its creditors or the entering by Owner into any compromise or arrangement with its creditors generally; or Owner's becoming insolvent in the sense that Owner is unable to pay its debts as they mature or in the sense that Owner's debts exceed the fair market value of Owner's assets.

In the event of an Owner Event of Default, Agency shall have, in addition to all other rights and remedies available to Agency, the right to terminate this Agreement, and this Agreement shall so terminate, on the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. If the Agency Funds have not been disbursed to the Owner, Agency shall be relieved of the obligation to disburse the Agency Funds to 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, freight embargoes, lack of transportation, governmental restrictions or priority (other than in the normal course), litigation, including delays beyond the reasonable control of Agency, unusually severe weather, inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier, acts of another party, acts or the failure to act of any public or governmental agency or entity not caused by any action or inaction of Owner (except that other acts or the failure to act of Agency shall not excuse performance by Agency) or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period 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 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
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attention: Director, Dina Babsky

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

If to the Owner: ALLEY CAT LLC
2100 Pinto Lane
Las Vegas, Nevada 89107
Attention: Michelle Robin Dell

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 "6" 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 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 Owner. Nothing in this Agreement shall confer upon any other third party of any type or sort other than the 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 _____, 2026, 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

AGENCY:

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

Date of Agency Approval:

_____, 2026

By: _____
SHELLEY BERKLEY, CHAIR

ATTEST:

DR. LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

Sandra D. Turner 3-24-26
Counsel to the Agency Date

Sandra D. Turner
Deputy City Attorney

OWNER:

ALLEY CAT LLC,
a Nevada limited liability company

By: _____
MICHELLE ROBIN DELL

Its: _____
MANAGER

LIST OF ATTACHMENTS

ATTACHMENT "1"	LEGAL DESCRIPTION OF THE SITE
ATTACHMENT "2"	SITE MAP
ATTACHMENT "3"	PROOF OF OWNERSHIP
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF PROJECT IMPROVEMENTS
ATTACHMENT "5"	DISCLOSURE OF PRINCIPALS – SITE OWNER
ATTACHMEN "6"	AGENCY EMPLOYMENT PLAN POLICY

ATTACHMENT "1"
LEGAL DESCRIPTION OF THE SITE

PARCEL I (APN 139-34-210-003):

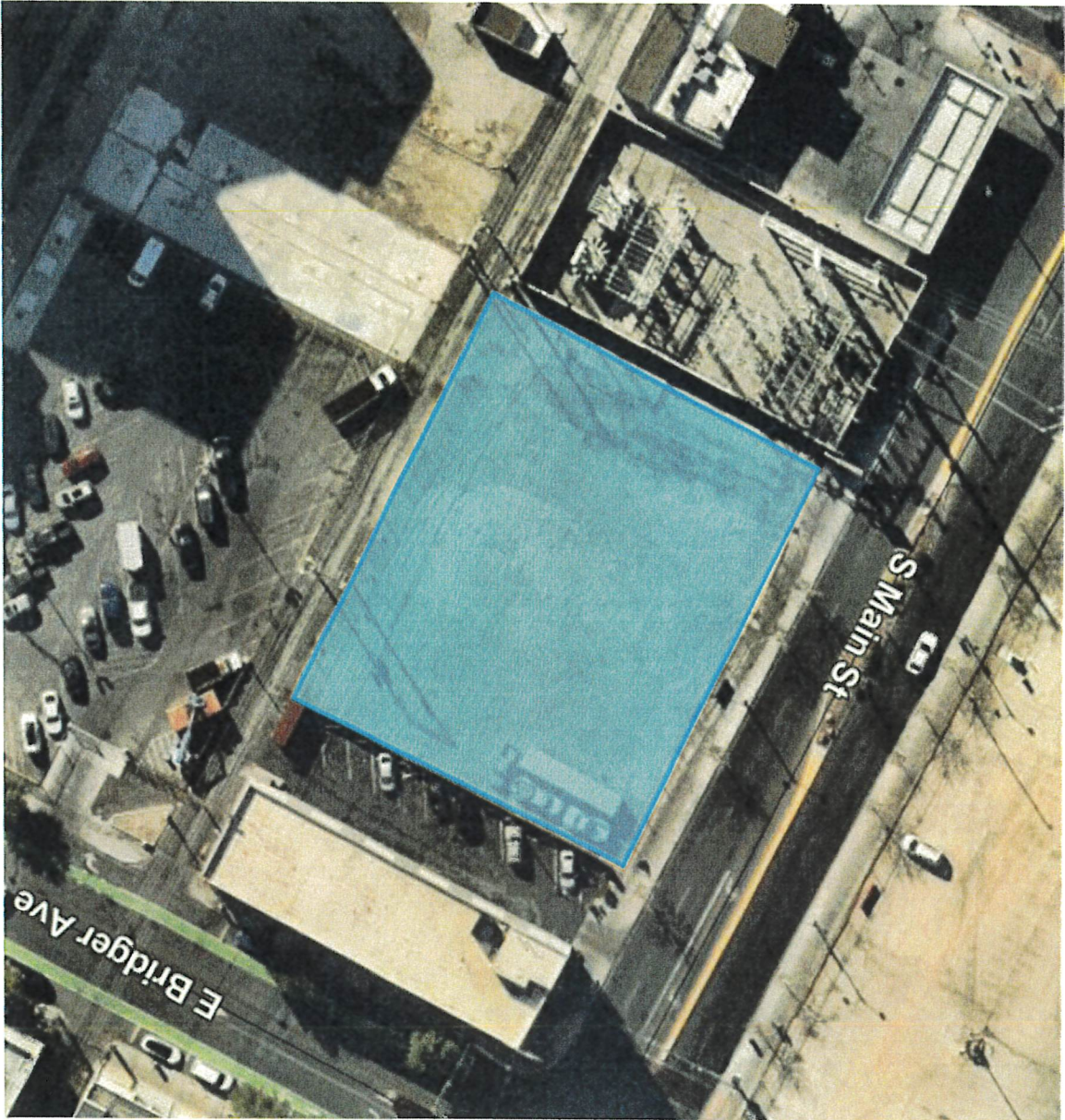
LOTS FOUR (4), FIVE (5), SIX (6) AND SEVEN (7) IN BLOCK FIVE (5) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II (APN 139-34-210-004):

LOT EIGHT (8), NINE (9) AND TEN (10) IN BLOCK FIVE (5) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE WESTERLY 5.00 FEET OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS IN DEED RECORDED MARCH 23, 1972 IN BOOK 217 AS DOCUMENT NO. 176287.

APN: 139-34-210-003, 139-34-210-004



ATTACHMENT "2"
SITE MAP

ATTACHMENT "3"

PROOF OF OWNERSHIP

Inst #: 20250929-0002416
Fees: \$42.00
RPTT: \$12750.00 Ex #:
09/29/2025 03:45:18 PM
Receipt #: 6009579
Requestor:
WFG Nevada RW
Recorded By: DOBLC Pgs: 4
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: 139-34-210-003, 139-34-210-004
Escrow No. 25-175997

MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:
Alley Cat LLC, a Nevada limited liability company
2117 Alta Drive
Las Vegas, NV 89106

GRANT, BARGAIN, SALE DEED

R.P.T.T. \$12,750.00

THIS INDENTURE WITNESSETH: That
Oakbrook Realty & Investments II, LLC, an Illinois limited liability company
for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain,
Sell and Convey to
Alley Cat LLC, a Nevada limited liability company
all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

- SUBJECT TO:
1. Taxes for the fiscal year 2025-26.
 2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in
anywise appertaining.

WITNESS my hand this 29 day of September, 2025.

Oakbrook Realty & Investments II, LLC

By: Kevin M. Plencner Date: 9/29/25

Kevin M. Plencner, Authorized Person

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 29 day of September, 2025 by Kevin M. Plencner, as authorized person, of Oakbrook Realty & Investments II, LLC.

Shelly Brown
Notary Public for Nevada
My Commission Expires: August 25, 2026

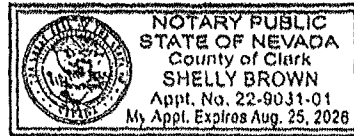


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I (APN 139-34-210-003):

LOTS FOUR (4), FIVE (5), SIX (6) AND SEVEN (7) IN BLOCK FIVE (5) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

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APN: 139-34-210-003, 139-34-210-004

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a) 139-34-210-003
- b) 139-34-210-004
- c) _____
- d) _____

2. Type of Property:

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- Other _____

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3. Total Value/Sales Price of Property \$ 2,500,000
- Deed in Lieu of Foreclosure Only (value of property) (_____)
- Transfer Tax Value: \$ 2,500,000
- Real Property Transfer Tax Due \$ 12,750

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Handwritten Signature] Capacity GRANTOR
 Signature [Handwritten Signature] Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Oakbrook Realty & Investments II, LLC
 Address: 1000 Royce Blvd.
 City: Oakbrook Terrace
 State: IL Zip: 60181

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Alley Cat LLC
 Address: 2117 Alta Dr.
 City: Las Vegas
 State: NV Zip: 89106

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: WFG National Title Insurance Company Escrow #: 25-175997
 Address: 2850 W. Horizon Ridge Pkwy., Suite 200
 City: Henderson State: NV Zip: 89052

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

ATTACHMENT "4"

SCOPE OF WORK AND TENTATIVE SCHEDULE
OF PROJECT IMPROVEMENTS

<u>Description of Work</u>	<u>Budget Amount</u>
Masonry/Plaster	\$50,000
Structural Steel Stairs Installation	\$100,000
Bldg & Mezzanine/Erection – PEMB	\$452,516
	<hr/>
Total	\$602,516

**Reimbursement Amount shall not exceed*

\$95,000

ATTACHMENT "5"
DISCLOSURE OF PRINCIPALS

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - REAL PROPERTY

VIP Contracting Entity Information

Corporate Name: Auley CAT LLC

Mailing Address: 2100 Pinto Lane Las Vegas NV 89107

Business Phone: 917 273 1060

Ownership Interest

Estate in Severalty _____ Tenancy in Common Joint Tenancy _____

Disclosure of Ownership/Principals:

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

Full Name & Title	Business Address	Business Phone
Mitchell Robin Pell, President	2100 Pinto Lane, LV NV 89107	702. 676. 1457
Michelle SANDER	2100 Pinto Lane LV NV 89107	702. 676. 1457

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: LEASE BETWEEN WHELY CAR LLC & HOSS & HEIFERS

Date of Attached Document: 9/23/25

Number of Pages: 64

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: *Marcia Durso*

Date: 2/19/26

State of Nevada
County of Clark

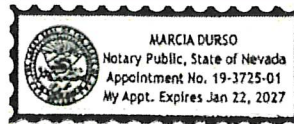
This instrument was acknowledged before me on

02.19.2026 (date) by

Michelle Ruth Bogin-Dell (name of person)

Marcia Durso

Notary Public



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ATTACHMENT "6"
AGENCY EMPLOYMENT PLAN POLICY
(See attached 8 pages)



**Las Vegas Redevelopment Agency
Employment Plan Policy**

**Revised
June 18, 2014**

TERMS

"Community Development Block Grant (CDBG) Eligible Areas" means an area which is eligible for a community development block grant pursuant to 24 C.F.R. Part 570.

"Developer" means a person or entity that proposes to construct a redevelopment project, which will receive financial assistance from the Agency.

"Disabled" means a physical impairment, with respect to an individual, that substantially limits one or more of the major activities of such individual: A record of such impairment; or Being regarded as having such impairment.

"Disposition and Development Agreement (DDA)" means an agreement that sets forth requirements for the sale, lease, exchange acquisition, or disposal of real property owned by the Agency, where a specific type of project is developed.

"Economically Disadvantaged" means any individual who meets the present poverty guidelines established by the Federal government as a poverty measure. The guidelines are issued each year in the Federal Register by the Department of Health and Human Services (HHS).

"Las Vegas Redevelopment Agency Resident" means an individual whose primary place of residence is within the Las Vegas Redevelopment Area boundaries.

"Las Vegas Redevelopment Area" means the 1986 Redevelopment Plan, as amended, and the 2012 Redevelopment Plan identifies two areas within the corporate boundaries of the City of Las Vegas as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein.

"Members of Racial Minorities" means or describes an individual that is: Black or African-American, Hispanic-American, Native-American, Asian-Pacific American, Subcontinent Asian-American, Native-Hawaiian or other Pacific Islander.

"Owner Participation Agreement (OPA)" means any agreements where the Agency is participating with a landowner for the development of a site by providing some form of financial concession.

"Purchase and Sale Agreement (PSA)" means any agreements where the Agency is involved in the acquisition or sale of real property.

"Private Developer" means any person or entity that is proposing to construct a project and will receive financial assistance from the Agency and includes developers of either speculative or build-to-suit projects.

"Southern Nevada Enterprise Community (SNEC)" means the area designated as the Southern Nevada Enterprise Community in section 5 of chapter 407, Statutes of Nevada 2007.

"Veteran" means any honorably discharged soldier, sailor, marine, nurse, or army field clerk, as well as reserve components of these services, who have served in military service of the United States.

Policy

This Employment Plan Policy is prepared in accordance with the Las Vegas Redevelopment Agency Employment Plan Resolution No. RA-4-2011 dated April 6, 2011, and as amended by Resolution No. RA-8-2014 and RD2-2-2014 - Dated June 18, 2014 and prepared in accordance with Nevada Revised Statutes Chapter 279, specifically but not limited to NRS 279.482 (2) and NRS 279.6092 to 279.6099, inclusive. This Employment Plan Policy (hereinafter referred to as the "Policy"), supersedes the amended Las Vegas Redevelopment Agency Employment Plan Policy dated June 18, 2014. In accordance with the Policy, private developers and build-to-suit owners which receive redevelopment project funds are required to hire residents who live within the designated Las Vegas Redevelopment Areas, areas in the city for which the Las Vegas City Council has adopted a plan for neighborhood revitalization or which is eligible for a community development block grant (CDBG), or the Southern Nevada Enterprise Community (SNEC) (hereinafter referred to as the "Area"), and are encouraged to hire economically disadvantaged contractors/residents, members of racial minorities, women, disabled or veterans.

OBJECTIVE

The immediate purpose of this Policy is to provide developers, contractors and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in a private redevelopment project funded by the Las Vegas Redevelopment Agency (hereinafter referred to as the "Agency"). The ultimate result of this Policy is to ensure that the persons identified in the statute have the opportunity to benefit from redevelopment projects as fully as the community at large.

The requirements of the Policy shall be included in the Owner Participation Agreement ("OPA"), the Disposition and Development Agreement ("DDA") and/or Purchase and Sale Agreement ("PSA"), (hereinafter collectively referred to as "Agreements"), between the developer and the Agency.

APPLICABILITY

- 1) Except as otherwise provided in NRS 279.6094, as appropriate for the particular project, each proposal for a redevelopment project must include an employment plan.

- 2) The provisions of NRS 279.6092 to 279.6099, inclusive, apply only to a redevelopment project undertaken in a redevelopment area of a city whose population is 500,000 or more.
- 3) A public agency that uses redevelopment funds for the design or construction of a redevelopment project being built as a public work pursuant to chapter 338 of NRS shall submit an employment plan pursuant to NRS 279.482.

DEVELOPER/CONTRACTOR AWARD PHASE – REQUIREMENTS

1) EMPLOYMENT PLAN

- a. The minority participation goal is designed for all segments of the local business community to have a reasonable and significant opportunity to participate in Agency contracts with respect to redevelopment projects.
 - i) At least 15 % of all of contractors, subcontractors, vendors and suppliers of the developer are bona fide residents of the area.
 - ii) 15% participation of Minority Business Enterprise or Woman's Business Enterprise or Disadvantaged Business Enterprise or Veteran Business Enterprise (hereinafter referred to as the "M/W/D/VBE's") will be an *aspirational goal*. This goal represents the total value of sub-contracts and material agreements awarded to M/W/D/VBE's. Participation shall be inclusive of subcontractors, vendors and suppliers.
 - iii) Reporting and demonstration of best efforts is required.
- b. M/W/D/VBE's may participate as a prime contractor, sub-contractor, as a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

2) REPORTING REQUIREMENTS

- a. A report to the Agency is due within thirty (30) calendar days after the end of each calendar quarter for the length of the project.
- b. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time, to ensure uniform and accurate reporting.

All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.

- c. If the minority participation goals are not met, information documenting specific actions taken to achieve the goals must be submitted prior to the contract award to receive credit towards compliance.

CONSTRUCTION PHASE REQUIREMENTS

1) EMPLOYMENT PLAN

- a. For a redevelopment project undertaken in the Las Vegas Redevelopment Area of the city of Las Vegas (whose population is 500,000 or more), the Employment Plan shall include a description of the manner in which:
 - i) At least 15 % of all of contractors, subcontractors, vendors and suppliers of the developer are bona fide residents of the area.
 - ii) The developer/contractor will use best efforts for construction jobs and hire at least 15% of employees who are veterans and other persons of both sexes and diverse ethnicities living within the Area; and
 - iii) Include an agreement by the developer/contractor to offer and conduct training for the residents described in subsection (i) above or make a good faith effort to provide such training through a program of training that is offered by a governmental agency and reasonably available to the developer or employer.

2) REPORTING REQUIREMENTS

- a. A developer/contractor that receives incentives from the Agency for a redevelopment project shall, upon completion of the project and upon request of the Agency, report, in a form prescribed by the Agency, information relating to:
 - i) Outreach efforts that the developer/contractor has utilized including, without limitation, information relating to job fairs, advertisements in publications that reach residents of the areas described in NRS 279.6096 and utilization of employment referral agencies; and
 - ii) Training conducted for persons hired by the developer and contractors, subcontractors, vendors and suppliers of the developer and the employers

within the redevelopment project; and

- iii) The execution of the construction of the redevelopment project, including, without limitation, plans and scope of services.
- b. If a developer receives incentives from the Agency for a redevelopment project with a value of \$100,000 or less, the developer shall use its best efforts to satisfy the reporting requirements described in section (1) above. If a developer receives incentives from the Agency for a redevelopment project with a value of \$100,000 or more, the developer must satisfy the reporting requirements described above.
- c. A report to the Agency is due within thirty (30) calendar days after the end of each calendar quarter for the length of the project.
- d. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time to ensure uniform and accurate reporting. All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.
- e. If the developer fails to comply with the requirements of this section:
 - i) The Agency may refuse to pay all or any portion of an incentive; and
 - ii) The Agency may require the developer to repay any incentive already paid to the developer in accordance with NRS 279.6098.

LONG-TERM BUSINESS PHASE REQUIREMENTS

1) EMPLOYMENT PLAN

- a. The Employment Plan shall include a description of the existing opportunities for employment within the area, including, but not limited to;
 - i) A projection of the effect that the redevelopment project will have on opportunities for employment in the area;
 - ii) A description of the individuals employed on the project within the Area who also:
 - (1) are Economically Disadvantaged;
 - (2) have a Physical Disability ("Disabled");
 - (3) are members of Racial Minorities;
 - (4) are Veterans; or

(5) are Women.

- b. At least 15% of all jobs created by employers who relocate to the Redevelopment Area are filled by bona-fide residents of the Area.

2) REPORTING REQUIREMENTS

- a. A report to the City is due within thirty (30) calendar days after the end of each calendar quarter. The Employment Plan shall be monitored and tracked for twelve (12) months post construction of the redevelopment project.
- b. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time to ensure uniform and accurate reporting. All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.
- c. If the developer fails to comply with the requirements of this section:
 - i) The Agency may refuse to pay all or any portion of an incentive; and
 - ii) The Agency may require the developer to repay any incentive already paid to the developer in accordance with NRS 279.6098

PARTIAL WITHHOLDING OF INCENTIVE

- 1) If the Agency proposes to provide an incentive to a developer for a redevelopment project, an amount equal to 10% of the amount of the proposed incentive must be withheld by the Agency and must not be paid to the developer until the applicable reporting requirements are satisfied above.
- 2) If the Agency provides incentives in a form other than cash to a developer for a redevelopment project, the developer shall deposit an amount of money with the Agency equal to 10% of the value of such incentive as agreed upon between the Agency and the developer. If the developer satisfies the reporting requirements, the Agency shall return the deposit required by this subsection to the developer in accordance with NRS 279.6096.
- 3) Prior to the start of construction, failure to adhere to all of the required program elements, as further described below, will constitute grounds for withdrawal of the entire incentive.

APPEALS

- 1) A developer may appeal the refusal of the Agency to pay the amount provided for in NRS 279.6096 to the City of Las Vegas as the legislative body of the community(Agency).
- 2) In an appeal, the developer has the burden of demonstrating that:
 - a. Specific actions were taken to substantially fulfill the requirements of NRS 279.6096;
 - b. An insufficient number of significant opportunities for appropriate contractors, subcontractors, vendors or suppliers to perform a commercially useful function in the project existed; and
 - c. Use of appropriate contractors, subcontractors, vendors or suppliers as required by NRS 279.6096 would have significantly and adversely affected the overall cost of the project.
- 3) If the Las Vegas City Council on behalf of the City of Las Vegas finds that the developer's appeal has satisfied the requirements of subsection 2 above, the Agency shall pay the developer the amount provided for in NRS 279.6096.

Procedure for submission and hearing of appeals:

- 1) Contact the Agency for an appointment to present analysis and to discuss obstacles for meeting the participation requirements or minority participation goals. A staff recommendation will be made and forwarded to the Executive Director of the Agency.
- 2) The Executive Director will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer may appeal to the Las Vegas City Council on behalf of the City of Las Vegas as the legislative body of the of the Agency.
- 3) Final decisions regarding the developer's ability to meet the Employment Plan Policy requirements in the applicable agreement shall rest with the Las Vegas City Council.