

**NEW VEGAS IMMERSIVE TOURISM IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT**

THIS NEW VEGAS IMMERSIVE TOURISM IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT (this "Agreement"), is entered into as of this ____ day of _____, 2024 ("Effective Date"), by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation (the "City"), and FBLV DISTRICT 2 LLC, a Delaware limited liability corporation ("FBLV"). City and Area FBLV are sometimes referred to herein as the "Parties".

RECITALS

WHEREAS, FBLV is a limited liability corporation created under the laws of the State of Delaware; and

WHEREAS, under Nevada Revised Statutes Chapter 271A, Tourism Improvement District Law (the "Tourism Act"), the City has the power to create a tourism improvement district for the development of property within the jurisdiction of the City; and

WHEREAS, under the Tourism Act, the City is authorized to create a tourism improvement district (the "Tourism District"), and "acquire, improve, equip, operate and maintain a project" (as defined in NRS 271A.050) within the Tourism District owned by the municipality, another governmental entity, any other person, or a combination thereof (each a "Project" and collectively, the "Projects"); and

WHEREAS, the City Council (the "Council") created the tourism improvement district to be known as the "New Vegas Immersive Tourism Improvement District" (the "District") for the development of property within the jurisdiction of the City by ordinance adopted by the Las Vegas City Council on October 16, 2024 and was in full force and effect on October 20, 2024 after publication as Ordinance 6888 (the "Creation Ordinance") related to an approximate 35.5 acre assemblage in the City, bordered by Sirius Avenue to the South, Rigel Avenue and Wyandotte Street to the West, Teddy Drive to the North, Rancho Road to the East (APNs 162-08-710-002, 162-08-602-001 to -003 and -007, 162-08-710-001, 162-08-505-001 and -003, 162-08-610-105 and 162-08-303-034), to construct the Projects to be located in the District as further described in the report entitled "New Vegas Immersive District, Las Vegas, NV Preponderance Study and Related Analysis", prepared by C.H. Johnson Consulting, Inc., dated April, 2024 (the "Report"), and as otherwise defined in NRS 271A.050; and

WHEREAS, pursuant to NRS 271A.120(1)(b) the City is authorized to enter into agreements with one or more governmental entities or other persons to reimburse those entities or persons for the cost of acquiring, improving or equipping, or any combination thereof, any project, which may contain such terms as are determined to be desirable by the governing body of the municipality; and

WHEREAS, pursuant to NRS 271A.120(1)(b), the Parties intend that the City provide to FBLV a portion of the proceeds of taxes pledged by the Creation Ordinance remitted to City pursuant to that certain City of Las Vegas Tourism Improvement District (FBLV) Cooperative Agreement between the City and the State of Nevada Department of Taxation (the "Department") (the "Cooperative Agreement") to enable FBLV to perform all functions incident to the administration and reimbursement of governmental entities and other persons for the costs of acquiring, improving, and equipping Projects within the District; and

WHEREAS, the purpose of this Agreement is to set forth terms and conditions under which FBLV will perform all functions incident to the administration and reimbursement of Projects within the District.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. INCORPORATION OF TERMS.

The introductory language and Recitals set forth above, and the Exhibits referenced herein and attached hereto are incorporated into this Agreement by reference and made a part hereof.

2. TERM.

This Agreement shall remain in effect (the "Term") from the Effective Date set forth above until October 20, 2044, the statutory termination of the District unless the statutory termination date under NRS 271A.120 is extended or reconstituted in accordance with applicable law.

FBLV acknowledges that this Agreement is expressly conditioned on the approval and execution of the "*New Vegas Immersive District Tourism Improvement District Cooperative Agreement*" City and State of Nevada Department of Taxation whereby the City will receive disbursements of the Sales Tax Increment from the State of Nevada Department of Taxation.

3. ADMINISTRATION AND REIMBURSEMENT.

A. FBLV will perform all functions incident to the administration and reimbursement of Projects within the District.

B. City shall reimburse FBLV for the cost of acquiring, improving or equipping, or any combination thereof, Projects within the District, including without limitation, the Projects set forth in the Report, reasonable costs of this Agreement and the reasonable costs of an independent auditor pursuant to Section 4(d) of this Agreement (collectively, "Project Costs") in an amount not to exceed in each fiscal year beginning July 1 and ending June 30 and starting in fiscal year 2025 (each a "Fiscal Year") of a maximum of FIFTEEN MILLION EIGHT HUNDRED AND FIVE THOUSAND DOLLARS (\$15,805,000.) per year (the "Annual Maximum").

C. The cumulative Sales Tax Increment shall be capped at ONE HUNDRED TWENTY-SIX MILLION SIX HUNDRED EIGHTY EIGHT THOUSAND SEVEN HUNDRED AND SEVENTY THREE DOLLARS (\$126,688,773) maximum during the Term.

4. SALES TAX INCREMENT.

A. For the purpose of calculating City's reimbursement for Project Costs hereunder, "Sales Tax Increment" shall mean for each Fiscal Year during the Term, 100% of the proceeds of taxes pledged by the Creation Ordinance and distributed to the City pursuant to the Cooperative Agreement up to an amount not to exceed the Term Maximum for the Term and the Annual Maximum per year. The Sales Tax Increment shall be deposited into an account held by the City Treasurer and designated as the "New Vegas Immersive Tourism Improvement District Sales Tax Increment Account" (the "Sales Tax Increment Account"). The Sales Tax Increment shall be distributed to FBLV pursuant to this Agreement to reimburse FBLV for Project Costs to acquire, improve, equip, or any combination thereof, FBLV Projects within the District. Before each payment is made from the Sales Tax Increment Account by the City Treasurer, there shall be filed with the City Treasurer and the Director of Economic and Urban Development a requisition in conformance with the requirements of this Section and in the form attached hereto as Exhibit A, including copies of invoices for such requested reimbursement. Each such requisition shall be sufficient evidence to the City Treasurer and the Director of Economic and Urban Development of the facts stated therein and the City Treasurer and the Director of Economic and Urban Development

shall have no duty to confirm the accuracy of such facts. Upon receipt of each such requisition, signed by an authorized representative of FBLV, the City Treasurer shall (i) pay the amount set forth therein as directed by the terms thereof to FBLV quarterly on the last business day of March, June, September and December provided that each signed requisition must be received by the City Treasurer and the Director of Economic and Urban Development at least thirty (30) days prior to such payment date or (ii) shall notify FBLV of any insufficiency in the requisition preventing such payment. A "business day" means a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions in Las Vegas, Nevada or New York, New York are authorized by law to close, or (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed. At the discretion of the City Treasurer, reimbursements may be made by check, electronic funds transfer, or wire transfer. Payments shall be made to FBLV and not to any other party unless previously agreed in writing by the City. At no time shall the aggregate amount paid by the City as reimbursement to FBLV pursuant to this Agreement exceed the fair market value of the Project which is the subject of each requisition, or the reasonable actual costs to FBLV of the Project theretofore accepted and then being accepted, as determined by the City with reference to its prior experience with similar types of construction or otherwise.

Within sixty (60) days after the end of each Fiscal Year, in accordance with NRS 360.855, the City Treasurer shall remit to the State Controller any amount in the Sales Tax Increment Account as of the close of business on the immediately preceding June 30 in excess of the amount required to make payments due during that Fiscal Year under any agreements made pursuant to NRS 271A.120.

B. The City shall remit Sales Tax Increment to FBLV on a quarterly basis to the extent necessary to reimburse Project Costs as provided herein.

C. City's obligation to reimburse FBLV for any Project within the District is expressly subject to City's determination and satisfaction that the acquisition, improvement, and equipping, or any combination thereof, of that Project is in conformity with all applicable state, local, and federal laws, rules, statutes, ordinances, and regulations, including without limitation, all applicable state and federal labor laws and standards. City's zoning and development standards, building, any ordinance relating to public art, plumbing, mechanical, and electrical codes, all other provisions of the Las Vegas Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq.

Pursuant to NRS 271A.130(1), except as otherwise provided therein and NRS 271A.140 regarding subcontracts and notwithstanding any other law to the contrary, any contract or other agreement relating to or providing for the construction, improvement, repair, demolition, reconstruction, other acquisition, equipment, operation, or maintenance of any project financed in whole or in part pursuant to NRS Chapter 271A is exempt from any law requiring competitive bidding or otherwise specifying procedures for the award of contracts for construction or other contracts, or specifying procedures for the procurement of goods or services. FBLV shall coordinate with the City to ensure compliance with the required provision of NRS 271A.140 regarding subcontracts.

All construction, improvement, repair, demolition, or reconstruction of any Project that is undertaken after the date of the letter from FBLV to the City requesting the creation of the Tourism District shall require the payment of prevailing wages pursuant to NRS 338.013 to 338.090, inclusive, if a Project is paid for whole or in part pursuant to this Agreement, regardless of whether the Project is publically or privately owned. FBLV has acquired the following identifying numbers from the Nevada Labor Commissioner: CL-2023-506; CL-2023-507; and CL-2023509. FBLV agrees to acquire additional required identifying number from the Nevada Labor Commissioner prior to commencing construction, improvement, repair, demolition, or reconstruction of each future Project that is paid for in whole or in part pursuant to this Agreement and to track the payment of prevailing wages in a manner consistent with

City requirements for a City Public Work. FBLV is responsible for providing the City and the State Labor Commission with all information required by NRS 338.010 to NRS 338.090, and is otherwise responsible for all compliance requirements set forth in those provisions of NRS.

Additional Project costs for FBLV that are eligible for reimbursement include property acquisition, design, engineering, architectural, and other applicable professional services.

D. FBLV shall only be entitled to be reimbursed for reasonable or actual Project Costs. In connection with the design and construction of any Project, FBLV shall separately track and specifically document all costs, expenses, and fees. The actual cost shall be certified by FBLV and submitted to the City, including invoices showing payment of such costs, for the City's review and pursuant to NRS 271A.125, the City shall require the review of each claim submitted by FBLV by an independent auditor. The City may pay the reasonable costs of the independent auditor from amounts on deposit in the Sales Tax Increment Account prior to any payments to FBLV for reimbursement under Section 4 of this Agreement.

E. Pursuant to NRS 271A.130, FBLV shall file with the City a report on the demography of the workers employed by any contractor or subcontractor for the Project in connection with any requisition substantially in the form of Exhibit 1 to the attached form of requisition which is attached hereto as Exhibit A. FBLV shall also identify local and non-local contractors in connection with any requisition substantially in the form of Exhibit 1 to the attached form of requisition which is attached hereto as Exhibit A.

F. FBLV shall notify the City and the Department (i) of each business that is located within and collects taxes generated within the District; and (ii) that such taxes shall be administered in accordance with the Cooperative Agreement. FBLV shall further notify the City and Department any time such a business closes. It is the express responsibility of FBLV to communicate with the Department regarding collection of Sales Tax Increment and the businesses located within the District. For the avoidance of doubt, the City is not responsible to communicate with the Department regarding businesses in the District and the collection of Sales Tax Increment in the District. FBLV shall provide a semi-annual report to the Director of Economic and Urban Development including, but not limited to, a list of operators in the District expected to generate Sales Tax Increment and the square footage of tenant improvements for each business, if applicable, in the format set forth below. FBLV shall provide such additional information in the semi-annual report as reasonably requested by the City in writing.

Name of Operator Expected to Generate Sales Tax Increment	Name of Owner/Tenant as appearing on City business license	Square Footage of Tenant Improvements	Year Use Began	Has Operator relocated ¹ ? Yes or No

1: Complete with Yes or No as to whether the operator relocated to the District from another location outside of and within 3 miles of the boundary of the District.

The semi-annual report shall be due August 31 and the last day of the month of February following June 30 and December 31, respectively, of each year, commencing August 31, 2026, following June 30, 2025.

5. INDEMNITY.

FBLV shall indemnify, defend, and hold harmless City, its officers, employees and agents and each of them (the "Indemnitees") against any and all third party claims, liabilities, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs (collectively, the "Losses", and each a "Loss") which any of the Indemnitees may actually suffer as a result of or by reason of or arising out of made by any unrelated person, entity or governmental body relating to: (i) the application of NRS Chapter 271A to FBLV Projects; (ii) the reimbursement of FBLV Projects pursuant to this Agreement; (iii) FBLV's use of the Sales Tax Increment provided by City pursuant to this Agreement; and (iv) FBLV's obligation to pay prevailing wages pursuant NRS 271A.130, however, no indemnification is required to be paid by FBLV for any claim, loss, or expense arising in whole or in part from the willful misconduct or gross negligence of the City or its officers or employees. The provisions of this Section 5 shall survive the termination of this Agreement for whatever reason.

6. NOTICE.

All notices required or permitted hereunder shall be given in writing and shall be deemed effectively given (i) upon personal delivery to the party to be notified; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; or (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone, fax numbers, and emails, if listed, are for information and routine communications only.

To FBLV: Attn: General Counsel
 FBLV District 2 LLC
 299 Park Avenue, 42nd Floor
 New York, New York 10171

 and: Attn: Alex Adams
 FBLV District 2 LLC
 299 Park Avenue, 42nd Floor
 New York New York

To City: Attn: Director, Economic and Urban Development
 City of Las Vegas
 495 South Main Street, 6th Floor
 Las Vegas, Nevada 89101

 and Attn: Finance Director
 City of Las Vegas, 4th Floor
 495 South Main Street
 Las Vegas, Nevada 89101

 and Attn: City Attorney
 City of Las Vegas, 6th Floor
 495 South Main Street
 Las Vegas, Nevada 89101

7. SEVERABILITY.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect

the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

8. WAIVER.

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

9. THIRD PARTY BENEFICIARIES.

The Parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries.

10. SUCCESSOR AND ASSIGNS.

This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto. None of these parties shall assign any of the rights or delegate any of the duties of this Agreement without the express written consent of the other party.

11. ENTIRE AGREEMENT.

This Agreement represents the entire and integrated agreement between the Parties. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. The section and paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

12. COUNTERPARTS.

This Agreement may be executed in counterparts, and 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, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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13. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.

The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. The Parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF LAS VEGAS

By: _____

Date: _____

Name: Carolyn G. Goodman

Title: Mayor

Attest:

By: _____

Date: _____

Name: Dr. LuAnn D. Holmes, MMC

Title: City Clerk

Approved as to Form:

By: John S. Ridilla

Date: 10/24/24

Printed Name: John S. Ridilla

Title: Assistant City Attorney



FBLV DISTRICT 2 LLC

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT A

FORM OF SALES TAX INCREMENT ACCOUNT REQUISITION

REQUISITION FOR PAYMENT FROM THE SALES TAX INCREMENT ACCOUNT

To: City Treasurer City of Las Vegas, Nevada 495 South Main Street 3 rd Floor Las Vegas, Nevada 89101	Director of Economic and Urban Development City of Las Vegas, Nevada 495 South Main Street 6 th Floor Las Vegas, Nevada 89101
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RE: City of Las Vegas, Nevada, New Vegas Immersive District Tourism Improvement District FBLV District 2 LLC ("FBLV") hereby requests the City of Las Vegas, Nevada, under that certain New Vegas Immersive District Tourism Improvement District Reimbursement Agreement (the "Reimbursement Agreement") between the City and FBLV, relating to the City of Las Vegas, Nevada, Tourism Improvement District, to pay to the following persons the following amounts for the following purposes from the "City of Las Vegas, Nevada, New Vegas Immersive District Tourism Improvement District Sales Tax Increment Account" held by the City Treasurer:

Item No.	To	Amount	Purpose

Copies of invoices relating to each item set forth above are attached hereto. The worker demography report for projects which are the subject of this requisition is attached hereto. FBLV hereby certifies that obligations in the amounts stated above have been incurred by FBLV and paid by FBLV, and that each item is an eligible project expense under the Reimbursement Agreement and a proper charge against the indicated account and has not been previously requested for payment or paid from said account.

Dated: _____, 20____

FBLV District 2 LLC

A Delaware limited liability corporation

By: _____

Name: _____

Title: _____

Attach Invoices

EXHIBIT 1 TO REQUISITION

REPORT: WORKER DEMOGRAPHY

Following is a description of the estimated numbers of workers that have worked on the City of Las Vegas, Nevada, New Vegas Immersive District Tourism Improvement District project. The report includes the breakdown by numbers of contracts that have been awarded to local contractors versus non local contractors and the listing of zip codes for employees in each category who have been paid prevailing wage. Pursuant to NRS 271A.130, except as otherwise provided in NRS 271A.130 and NRS 271A.140 and notwithstanding any other law to the contrary, any contract or other agreement relating to or providing for the construction, improvement, repair, demolition, reconstruction, other acquisition, equipment, operation, or maintenance of any project financed in whole or in part pursuant to NRS chapter 271A is exempt from any law requiring competitive bidding or otherwise specifying procedures for the award of contracts for construction or other contracts, or specifying procedures for the procurement of goods or services. Pursuant to NRS 271A.130, the City Council of the City shall require a quarterly report on the demography of the workers employed by any contractor or subcontractor for each such project. FBLV is not a public work and is not subject to public bidding requirements. Reimbursements for any projects are subject to prevailing wage as described in NRS chapter 271A and in Section 4(c) of the Reimbursement Agreement.

Total Number of Contracts Awarded:	
Local ¹ Contracts:	
Non-Local Contracts:	
Total Number of Employees:	
Local Employee Zip Codes:	
Non-Local Employee Zip Code:	

1: "Local" is defined as the cities of Las Vegas, Henderson, North Las Vegas, and Boulder City and unincorporated areas of Clark County that are located in the Las Vegas valley.