

APN(s): 16208710002

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

Hyperion Advisors
2857 Paradise Road
Unit 301
Las Vegas, NV 89109
Attn: Neal Tomlinson

LENDER CONSENT TO ASSESSMENT AND ASSESSMENT LIEN

Notice Date: [____], 2024

Lender: ACORE Capital Mortgage, LP, as administrative agent for various lender parties (the "Lender")

Lender Address: 1177 Avenue of the Americas, Suite 0200, New York, NY 10036

Property Address: [3000 South Rancho Drive, Las Vegas, NV 89102] (the "Property")

Property Owner(s): FBLV District 2 LLC, a Delaware limited liability company ("Property Owner")

Loan Number: [_____]

Loan Recorded Document No.: [_____]

This Lender Consent to Assessment and Assessment Lien (this "Consent") is given by the undersigned entity (together with its successors and assigns, the "Holder") with respect to the above-referenced Property in relation to City of Las Vegas, Nevada's (the "Jurisdiction") Commercial Property Assessed Clean Energy financing program (the "Program"), adopted pursuant to Resolution Nos. R-61-2018 and R-13-2022, adopted by the governing body of the City of Las Vegas on October 22, 2018 and March 16, 2022, respectively (the "Resolution"). Capitalized terms used herein but not otherwise defined have the meanings ascribed to such terms in the Resolution.

A. The Holder is in receipt of written notice dated [____], 2024 ("Notice") from the Property Owner that it intends to finance the installation, on certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), of certain Qualified Improvement Projects that will be permanently fixed to the Property and that will be financed by participating in the Program.

B. The Holder understands that, as a result of the Assessment Agreement between the Jurisdiction and the Property Owner and a Financing Agreement between the Property Owner and North Bridge ESG LLC (the "Capital Provider"), that the Assessment and Assessment Lien against the Property, as described in the Assessment Agreement and in the Financing Agreement between the private Capital Provider and the Property Owner, once Recorded, shall (a) run with the land until paid in full and

released of record, (b) not be subject to acceleration or extinguishment by the sale of any of the Real Property constituting the Tract on account of the non-payment of general taxes, and (c) be prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes attached to the Tract pursuant to the provisions of NRS 361.450. Each amendment to the Notice of Assessment and Assessment Lien or Assessment Agreement must be Recorded, and once so Recorded is binding upon the signatories and any other person who holds any interest in such Real Property to which it relates, regardless of whether that interest arose before or after the Recording of the Notice of Assessment and Assessment Lien. Recording of any amendment will not affect such priority.

C. The Property Owner has agreed in a manner acceptable to the Holder to uphold and pay on a timely basis both the existing obligations to Lender which are secured by the Property and the proposed payments of the Financing Amount to Capital Provider.

D. The Holder consents to the Property's participation in the Program and to the terms of the Notice Assessment and Assessment Lien, the Assessment Agreement, the Act, the Resolution, the Program Guide and all agreements entered into between the Jurisdiction, Capital Provider, Property Owner and Applicant with respect thereto.


E. The undersigned hereby represents that it is authorized to execute this Consent on behalf of the Holder. The Holder hereby: (i) confirms that it has received the Notice; (ii) acknowledges the creation by the Jurisdiction of the Assessment and Assessment Lien; (iii) consents to the Assessment Agreement, the Financing Agreement and the Recordation of the Notice of Assessment and Assessment Lien; and (iii) agrees that the participation of the Property in the Program and the execution of the foregoing documents will not constitute a default nor trigger the exercise of any remedies under the Holder's loan or any agreements or other instruments relating to the Loan or to the Property.

F. The Holder hereby acknowledges that the Property Owner, the Jurisdiction, the Capital Provider the Program Administrator and the Jurisdiction Representative may rely on the representations and acknowledgements of the Holder set forth in this Consent.

G. If any term, covenant, condition or provision of this Consent, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Consent, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Consent and the transactions contemplated hereby, and all disputes between the parties hereto under or related to the Consent or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof.

[Signatures and acknowledgements appear on the following pages]

ACORE CAPITAL MORTGAGE, LP, as administrative agent

By: 
Name: David Dancer
Its: Authorized Signatory

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on August 23, 2024 by David Dancer
as authorized signatory of ACORE CAPITAL MORTGAGE, LP.

(Seal, if any)


Signature of Notarial Officer



EXHIBIT A
Legal Description of the Property

(Attached)