

DECHERT DRAFT AUGUST 22, 2024

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

NOTICE OF ASSESSMENT AND ASSESSMENT LIEN

Notice is hereby given that the Tract described below (the "Property") is participating in the Las Vegas Commercial Property Assessed Clean Energy Program, created by 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 (collectively, the "Resolution"). That certain Assessment Agreement, between the CITY OF LAS VEGAS (the "Jurisdiction") and the property owner(s) listed below ("Property Owner"), dated [____], 2024, is attached hereto as Exhibit A and incorporated herein by this reference (the "Assessment Agreement"). Capitalized terms used herein but not otherwise defined have the meanings ascribed such terms in the Resolution or the Assessment Agreement, as applicable.

THE OWNER(S) OF FEE TITLE TO THE PROPERTY:	FBLV District 2 LLC, a Delaware limited liability company
THE APPLICANT:	FBLV District 2 LLC, a Delaware limited liability company
THE ADDRESS OF THE PROPERTY:	3000 South Rancho Drive, Las Vegas, NV 89102
LEGAL DESCRIPTION OF THE PROPERTY:	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT
ASSESSOR'S PARCEL NUMBER OF THE PROPERTY:	16208710002

PRINCIPAL AMOUNT OF FINANCING SECURED HEREBY:	\$[108,000,000]
FINANCING TERM:	30 years
PAYMENT SCHEDULE FOR ASSESSMENT:	SEE EXHIBIT C TO THE ASSESSMENT AGREEMENT
DATE OF C-PACE LIEN CREATION:	THE DATE OF RECORDING OF THIS NOTICE

The Assessment and Assessment Lien noticed hereby shall run with the land and is not subject to acceleration or extinguishment by the sale of any property on account of the nonpayment of general taxes and is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes attached to the Property pursuant to the provisions of NRS 361.450.

Property Owner acknowledges and agrees that this Notice of Assessment and Assessment Lien (this "Notice") shall be Recorded and may not be modified except by a written agreement of the Capital Provider, Property Owner and the Jurisdiction, which must also be Recorded. Any dispute regarding this notice shall be governed by and construed in accordance with the laws of the State of Nevada, and any legal action with respect thereto must be instituted exclusively in the state and federal courts located within the County of Clark, Nevada. This Notice may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument. In the event of a conflict between this Notice and the Assessment Agreement, the terms and conditions of this Assessment Agreement shall control. This Notice is subject to the Act and the Resolution in all respects.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGES]

NOTICE ASSESSMENT AND ASSESSMENT LIEN
CITY OF LAS VEGAS

Signature Page

IN WITNESS WHEREOF, the Property Owner and the Jurisdiction have caused this Notice of Assessment and Assessment Lien to be executed in their respective names by their duly authorized representatives, to be effective as of the date of Recordation hereof.

“GRANTEE”

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

Attest:

By: _____
LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: John S. Ridilla 9/3/24 
John S. Ridilla Date
Chief Deputy City Attorney

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2024 by Carolyn G. Goodman, as the Mayor of Las Vegas, Nevada.

S
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Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

NOTICE ASSESSMENT AND ASSESSMENT LIEN
PROPERTY OWNER

Signature Page (continued)

“PROPERTY OWNER”

NBLV District 2 LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2024

by _____ as _____ of

_____.

S
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Notary Public

EXHIBIT A

ASSESSMENT AGREEMENT

[REFERENCE ATTACHED]


NOTICE ASSESSMENT AND ASSESSMENT LIEN
PROPERTY OWNER

Signature Page (continued)

“PROPERTY OWNER”

FBLV District 2 LLC,

a Delaware limited liability company

By: 
Printed Name: Sam Rosenberg
Title: Vice President
Date: 8/23/24

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 23rd day of August in the year 2024 before me, the undersigned a notary public in and for said state, personally appeared Sam Rosenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President of FBLV District 2 LLC, and that by his signature, in the instrument, the individual, or the persons upon behalf of which the individual acted executed the instrument.


Signature and office of individual taking acknowledgment

JANET SANDOVAL POU
Notary Public, State of New York
No. 01SA6076883
Qualified in Queens County
Commission Expires July 1, 20 26

[Signature Page to Notice of Assessment]