

**ASSESSMENT AGREEMENT FOR C-PACE FINANCING
CITY OF LAS VEGAS**

This ASSESSMENT AGREEMENT for C-PACE FINANCING (this "Assessment Agreement") is made and entered into as of this 9th day of June, 2025 (the "Effective Date") by and between CITY OF LAS VEGAS, a Nevada municipal corporation (the "Jurisdiction"), and SYMPHONY PARK VEGAS C, LLC (the "Property Owner"). Capitalized terms used herein but not otherwise defined have the meanings ascribed such terms in the Resolution (as defined below).

RECITALS

WHEREAS, the Jurisdiction, on March 16, 2022, established the City of Las Vegas Commercial Property Assessed Clean Energy Program (the "Program") through the adoption of Resolution No. R-13-2022 (the "Resolution"), which provides for the financing of one or more Qualified Improvement Projects on Qualifying Commercial or Industrial Real Property in the City of Las Vegas, Nevada District through the creation of contractual Assessment and Assessment Lien pursuant to NRS 271.6312 through 6325, inclusive (as may be amended from time-to-time, the "Act"); and

WHEREAS, the purpose and method of approval of Financing under the Program are described in the Program Guide attached to the Resolution, as the same may have been amended from time-to-time prior to the Effective Date; and

WHEREAS, Property Owner is the owner of fee title of that certain Tract identified on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Property is located within the District, and the Jurisdiction has consented to owners of eligible properties within its jurisdiction participating in the Program; and

WHEREAS, the subject application for the Program, including a description of the Qualified Improvement Projects to be acquired, constructed on and/or installed on the Property together with evidence of eligibility for the Program as required by the Act, the Resolution and the Program Guide, has been deemed by the Program Administrator to be complete; and

WHEREAS, the Program Administrator has reviewed such application materials to assess compliance with the Act, the Resolution and Program Guide, and the Qualified Improvement Projects on the Property listed and identified on Exhibit B attached hereto and incorporated herein by this reference (collectively, the "Approved Project") comply with such criteria and are approved for participation in the Program; and

WHEREAS, the Approved Project is to be financed pursuant to a Financing Agreement between the Property Owner (the "Applicant") and a Capital Provider, pursuant to which the Applicant agrees to repay the Capital Provider the Financing Amount; and

WHEREAS, pursuant to the Act and the Resolution, the Jurisdiction and the Property Owner must enter into this Assessment Agreement; and

WHEREAS, it is a condition to closing of the Financing under the Financing Agreement that the Property Owner and the Jurisdiction enter into this Assessment Agreement and that this Assessment Agreement and the Assessment and Assessment Lien created hereby be assigned to the Capital Provider; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have the Assessment and Assessment Lien created and Recorded against the Property and to enter into this Assessment Agreement in order to finance the installation on the Property of the Approved Project on the terms set forth in the Financing Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner and the Jurisdiction formally covenant and agree as follows, with the intent to bind themselves and their respective successors and assigns:

AGREEMENT

SECTION 1 PURPOSE

1.0 PURPOSE.

This Assessment Agreement relates to the Property. The Property Owner has supplied to the Program Administrator evidence of its ownership of fee title to the Property and its legal authority to execute and deliver this Assessment Agreement. The Property Owner and the Jurisdiction are entering into this Assessment Agreement for the purpose of documenting the Property's participation in the Program and to establish Property Owner's consent as required under the Act and the Resolution. The parties acknowledge and agree that the Property is a Qualifying Commercial or Industrial Property and that the Approved Project, whether the refinancing, purchase, installation or construction thereof, constitutes a Qualified Improvement Project on the Property. The Property Owner shall be deemed to own the Approved Project pursuant to NRS 271.6312(3), but this Assessment Agreement shall not restrict Property Owner's right to sell, encumber or lease the Approved Project in its discretion.

SECTION 2 ASSESSMENT AND LIEN; ASSIGNMENT

2.0 ASSESSMENT AND LIEN; ASSIGNMENT

A. The Property Owner agrees to the creation of the Assessment and Assessment Lien, which is created hereby and requires no further ordinance or resolution by the Governing Body. Further, the Property Owner acknowledges and agrees that, upon the execution and delivery of this Assessment Agreement by the parties, the Property Owner voluntarily and willingly consents to notice of the Assessment and Assessment Lien being Recorded against the Property by the Jurisdiction in the principal amount of \$50,000,000.00 together with all interest, penalties, and fees as described in the Financing Agreement, which shall be deemed the Financing Amount. Upon execution and delivery of this Assessment Agreement, Property Owner expressly consents to the Jurisdiction executing and Recording a Notice of Assessment and Assessment Lien in substantially the form prescribed by the Program Guide, which includes this Assessment Agreement as an exhibit, evidencing the Financing Amount (the "Notice"). The Recording of the Notice will cause the Assessment and Assessment Lien to attach as a lien upon the Property for the benefit of the Jurisdiction and will provide record notice to third parties of the existence of the Assessment and Assessment Lien.

The Approved Project relates to a new build or gut rehabilitation, and the Financing Amount does not exceed thirty-five percent (35%) of the fair market value of the Property assessed as determined by a certified appraiser pursuant to guidelines adopted pursuant to NRS 271.6325;

B. The execution and delivery of this Assessment Agreement by the parties authorizes and effectuates the creation of the Assessment and Assessment Lien by the Jurisdiction against the Property and Recordation of the Notice without any further action required by the parties or by the Governing Body.

C. The Property Owner hereby promises to pay the Financing Amount in installments for a period of 30 years on the due dates set forth in Exhibit C attached hereto and incorporated herein by this reference (the "Schedule"). The Property Owner agrees, as provided in the Financing Agreement, to pay the amount due in installments according to the Schedule (each, an "Installment"), and each Installment must be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of

interest and related penalties under the Financing Agreement.

D. The Financing Amount shall be secured by the Assessment and Assessment Lien until paid in full. Failure to pay any Installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions of the Financing Agreement. In addition, under those circumstances, the Assessment and Assessment Lien may be foreclosed in the manner specified in Section 3 below.

E. The Assessment and Assessment Lien, together with this Assessment Agreement, shall be assigned pursuant to an Assignment of Assessment and Assessment Lien in substantially the form set forth in the Program Guide (the "Assignment") by the Jurisdiction to the Qualified Capital Provider (for the benefit of the Qualified Capital Provider and its designees and assigns). The Assignment shall be executed and delivered by the Jurisdiction contemporaneously with this Assessment Agreement and Recorded immediately following the Notice at the closing of the Financing pursuant to the Financing Agreement.

SECTION 3 COLLECTION OF INSTALLMENT; FORECLOSURE

3.0 COLLECTION OF INSTALLMENT; FORECLOSURE.

A. The Installments shall be collected in the manner specified in the Financing Agreement.

B. The Property Owner acknowledges that if any Installment is not paid when due, the Assessment and Assessment Lien may be enforced by judicial foreclosure like a mortgage by the Capital Provider.

C. Property Owner expressly consents to prosecution of said action of foreclosure by Capital Provider in accordance with the terms of the Financing Agreement. The Jurisdiction shall have no obligation to prosecute such foreclosure on behalf of the Capital Provider, or to otherwise participate in such foreclosure, except to the extent that any action on the part of the Jurisdiction or any Jurisdiction official is required in order to allow the Capital Provider to prosecute or effectuate the foreclosure proceeding or to ratify or confirm any action of the Capital Provider taken in furtherance of the foregoing, as contemplated in the Act or the Resolution.

SECTION 4 TERMS; RUNS WITH THE LAND

4.0 TERMS; RUNS WITH THE LAND.

A. Except as otherwise set forth in this Assessment Agreement, this Assessment Agreement shall terminate upon payment in full of the final Installment or prepayment in full of the Financing Amount. Following such termination, the Jurisdiction shall cause to be executed, delivered and Recorded a Release in substantially the form provided in the Program Guide.

B. Once the Notice is Recorded, the Assessment and Assessment Lien shall (i) run with the land until the Financing Amount is paid in full and released of record, (ii) not be subject to acceleration or extinguishment by the sale of any of the Property on account of the non-payment of general taxes, and (iii) be 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. In the event of a default under the Financing Agreement or foreclosure by another Lender against the Property, the balance of the Financing Amount that has not yet become due is not accelerated or eliminated but shall continue to run with the land and bind successors of Property Owner.

C. Each amendment to this Assessment Agreement must be executed by the Jurisdiction and the Property Owner and must be Recorded, and once so Recorded is binding upon the signatories and any other person who holds any interest in the Property, regardless of whether that interest arose before or after

the Recording of the Notice.

D. The Property shall not be subdivided unless permissible under the terms of the Financing Agreement. In the event of subdivision, allocation of the Assessment and Assessment Lien between subdivided parcels will be pursuant to the terms of the Financing Agreement.

SECTION 5 RECORDATION OF DOCUMENTS

5.0 RECORDATION OF DOCUMENTS

A. The Jurisdiction shall cause to be Recorded the Notice, which includes this Assessment Agreement as an exhibit, and such other documents that are attached as Exhibits to this Assessment Agreement, or may delegate authority to Record to the Capital Provider. Once Recorded, this Assessment Agreement shall be binding on the Property Owner and any other person who holds any interest in the Property regardless of whether such interest in the Property came into existence before or after the Recording hereof.

SECTION 6 FURTHER ASSURANCES

6.0 FURTHER ASSURANCE.

The parties hereto agree to from time-to-time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Assessment Agreement.

SECTION 7 BINDING EFFECT; ASSIGNMENT

7.0 BINDING EFFECT; ASSIGNMENT

A. This Assessment Agreement inures to the benefit of and is binding upon the Jurisdiction, the Property Owner and their respective successors and assigns. The obligation to pay the Financing Amount set forth in this Assessment Agreement is an obligation of the Property, and no agreement or action of the Property Owner (other than repayment of such amount in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue foreclosure or the right to enforce the collection of the outstanding balance or any Installment against the Property. With exception of Section 8 which may not be assigned, any assignee of the Jurisdiction shall be a party to this Assessment Agreement and shall have all of the rights and obligations of the Jurisdiction hereunder to the extent that such rights and obligations have been assigned by the Jurisdiction pursuant to the assignment documentation between the Jurisdiction and the assignee. The Jurisdiction may furnish any information concerning the Property Owner in its possession from time-to-time to prospective assignees.

SECTION 8 NO LIABILITY OF THE JURISDICTION

8.0 NO LIABILITY OF THE JURISDICTION.

A. Except for the imposition and amount of the Assessment and Assessment Lien, in no event is the Jurisdiction responsible for the form of this Assessment Agreement or any statement, term, provision or other matter contained herein. Pursuant to NRS 271.6316, other than for its willful misconduct, the Jurisdiction shall incur no liability as a result of any provision of this Assessment Agreement, nor shall any members of the Governing Body, employees, board members and executives of the Jurisdiction be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of this Assessment Agreement, other than for their willful misconduct. This Section shall inure only to the Jurisdiction, its Governing Body, employees, board members, and executives, and not to the benefit of the Jurisdiction's successors or assigns of this Assessment Agreement. The Municipality shall not be liable for any amounts

due pursuant to a Qualified Improvement Project.

SECTION 9 INDEMNIFICATION.

9.0 INDEMNIFICATION.

A. Indemnification. Property Owner agrees to defend, indemnify and hold the Jurisdiction, its Governing Body, employees, agents and contractors harmless from any and all claims, including, but not limited to, reasonable attorneys' fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with this Assessment Agreement, the Approved Project, the Notice and the Assessment and Assessment Lien. Property Owner's duty to indemnify the Jurisdiction shall not apply to liability for damages to the extent caused by or resulting from the sole or contributory negligence or willful misconduct of the Jurisdiction, its Governing Body, employees, agents or contractors.

SECTION 10 GOVERNING LAW; VENUE; JURY TRIAL WAIVER.

10.0 GOVERNING LAW; VENUE; JURY TRIAL WAIVER

A. Governing Law; Venue; Jury Trial Waiver. This Assessment Agreement is governed by and construed in accordance with the laws of the State of Nevada. Any legal action brought under this Assessment Agreement must be instituted exclusively in the state and federal courts located within Clark County, Nevada. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSESSMENT AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSESSMENT AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS ASSESSMENT AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.

SECTION 11 SEVERABILITY

11.0 SEVERABILITY.

A. Severability. Each and every provision of this Assessment Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Assessment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Assessment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assessment Agreement shall be valid and shall be enforced to the extent permitted by applicable law.

**SECTION 12
COUNTERPARTS**

12.0 COUNTERPARTS.

A. Counterparts. This Assessment Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

**SECTION 13
CONFLICTS**

13.0 CONFLICTS.

A. Conflicts. In the event of a conflict between this Assessment Agreement and the Financing Agreement, the terms and conditions of this Assessment Agreement shall control. This Assessment Agreement is subject to the Act and the Resolution in all respects and the terms and conditions of the Act and the Resolution are incorporated herein by this reference.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON FOLLOWING PAGES]

Signature Page

“JURISDICTION”
CITY OF LAS VEGAS

Date of City Council Approval: _____

Approved as to Form:

STATE OF NEVADA)
COUNTY OF CLARK)

S
E
A
L

Notary Public

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**ASSESSMENT AGREEMENT FOR C-PACE FINANCING
PROPERTY OWNER**

Signature Page (continued)

“PROPERTY OWNER”

SYMPHONY PARK VEGAS C, LLC,
a Delaware limited liability company,

By: _____

Printed Name: Alex Fisch

Title: Authorized Signatory

Date: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [him/her]self to be _____ (office held) of _____, the within named bargainor, a [corporation / limited liability company / limited partnership / general partnership], and that [s/h]e as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the [corporation / company / partnership] by him/herself as _____.

Witness my hand and seal, this _____ day of _____,
20____.

Notary Public

[SEAL]

My Commission Expires: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

For APN/Parcel ID(s): 139-33-511-014

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN [BOOK 53 OF PLATS AT PAGE 61](#), LOCATED WITHIN NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CITY PARKWAY AND SYMPHONY PARK AVENUE (NORTH), AS SHOWN IN FILE 184, PAGE 79 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE;

THENCE ALONG THE CENTERLINE OF SAID SYMPHONY PARK AVENUE (NORTH), NORTH 61°58'25" WEST, 445.59 FEET TO THE CENTERLINE INTERSECTION OF SAID SYMPHONY PARK AVENUE (NORTH) AND PROMENADE PLACE BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3,310.00 FEET, FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH 56°21'45" EAST;

THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID PROMENADE PLACE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°09'48", AN ARC LENGTH OF 182.75 FEET TO A POINT WHICH A RADIAL LINE BEARS NORTH 53°11'57" WEST;

THENCE DEPARTING THE CENTERLINE OF SAID PROMENADE PLACE, NORTH 41°16'34" WEST, 14.82 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF SAID PROMENADE PLACE, BEING THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,324.50 FEET, FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH 53°08'47" EAST;

THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY OF SAID PROMENADE PLACE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°39'19", AN ARC LENGTH OF 154.07 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH 55°48'06" WEST; SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°11'43", AN ARC LENGTH OF 36.30 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF SAID SYMPHONY PARK AVENUE (NORTH) BEING THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 373.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 27°23'37" WEST;

THENCE ALONG THE NORTHERLY RIGHT OF WAY OF SAID SYMPHONY PARK AVENUE THE FOLLOWING SIX COURSES AND DISTANCES: NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°06'42", AN ARC LENGTH OF 137.44 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH 06°16'54" EAST; NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°01'21", AN ARC LENGTH OF 20.09 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 29°18'15" WEST; NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°23'46", AN ARC LENGTH OF 23.03 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 240.00 FEET, THROUGH WHICH A RADIAL LINE BEARS

NORTH $02^{\circ}54'29''$ EAST; NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}07'06''$, AN ARC LENGTH OF 105.22 FEET;
NORTH $61^{\circ}58'24''$ WEST, 39.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET; NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $92^{\circ}03'41''$ AN ARC LENGTH OF 48.20 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF GRAND CENTRAL PARKWAY BEING THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH $59^{\circ}54'44''$ EAST;
THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF SAID GRAND CENTRAL PARKWAY, THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $18^{\circ}38'47''$, AN ARC LENGTH OF 146.45 FEET; NORTH $48^{\circ}44'03''$ EAST, 183.18 FEET;
THENCE DEPARTING THE SOUTHEASTERLY RIGHT OF WAY OF SAID GRAND CENTRAL PARKWAY, SOUTH $41^{\circ}16'34''$ EAST, 319.26 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

APPROVED PROJECT

QUALIFIED IMPROVEMENTS:

ROOF AND WALL INSULATION
GLAZING
HVAC
ELECTRIC

EXHIBIT C

SCHEDULE

Period	Delinquent After Date	Interest Accrual Date	Days Elapsed	Payment	Interest	Principal	Principal Remaining	Fees (\$)	Total Payment Due
		6/9/2025					\$50,000,000		
0	8/18/2025	8/18/2025	70				\$50,000,000		
1	8/18/2026	8/18/2026	365	\$3,725,000	\$3,705,764	\$19,236	\$49,980,764	\$600	\$3,725,600
2	8/18/2027	8/18/2027	365	\$3,798,131	\$3,704,338	\$93,792	\$49,886,972	\$600	\$3,798,731
3	8/18/2028	8/18/2028	366	\$3,872,697	\$3,707,517	\$165,180	\$49,721,791	\$600	\$3,873,297
4	8/18/2029	8/18/2029	365	\$3,948,727	\$3,685,144	\$263,583	\$49,458,208	\$600	\$3,949,327
5	8/18/2030	8/18/2030	365	\$4,026,250	\$3,665,609	\$360,641	\$49,097,567	\$600	\$4,026,850
6	8/18/2031	8/18/2031	365	\$4,105,295	\$3,638,880	\$466,415	\$48,631,152	\$600	\$4,105,895
7	8/18/2032	8/18/2032	366	\$4,185,892	\$3,614,186	\$571,705	\$48,059,447	\$600	\$4,186,492
8	8/18/2033	8/18/2033	365	\$4,268,070	\$3,561,939	\$706,131	\$47,353,316	\$600	\$4,268,670
9	8/18/2034	8/18/2034	365	\$4,351,863	\$3,509,604	\$842,259	\$46,511,057	\$600	\$4,352,463
10	8/18/2035	8/18/2035	365	\$4,437,300	\$3,447,180	\$990,120	\$45,520,937	\$600	\$4,437,900
11	8/18/2036	8/18/2036	366	\$4,437,300	\$3,383,040	\$1,054,260	\$44,466,677	\$600	\$4,437,900
12	8/18/2037	8/18/2037	365	\$4,437,300	\$3,295,660	\$1,141,640	\$43,325,037	\$600	\$4,437,900
13	8/18/2038	8/18/2038	365	\$4,437,300	\$3,211,047	\$1,226,253	\$42,098,783	\$600	\$4,437,900
14	8/18/2039	8/18/2039	365	\$4,437,300	\$3,120,163	\$1,317,137	\$40,781,646	\$600	\$4,437,900
15	8/18/2040	8/18/2040	366	\$4,437,300	\$3,030,824	\$1,406,476	\$39,375,170	\$600	\$4,437,900
16	8/18/2041	8/18/2041	365	\$4,437,300	\$2,918,302	\$1,518,999	\$37,856,172	\$600	\$4,437,900
17	8/18/2042	8/18/2042	365	\$4,437,300	\$2,805,721	\$1,631,580	\$36,224,592	\$600	\$4,437,900
18	8/18/2043	8/18/2043	365	\$4,437,300	\$2,684,796	\$1,752,505	\$34,472,087	\$600	\$4,437,900
19	8/18/2044	8/18/2044	366	\$4,437,300	\$2,561,908	\$1,875,392	\$32,596,695	\$600	\$4,437,900
20	8/18/2045	8/18/2045	365	\$4,437,300	\$2,415,913	\$2,021,387	\$30,575,308	\$600	\$4,437,900
21	8/18/2046	8/18/2046	365	\$4,437,300	\$2,266,097	\$2,171,203	\$28,404,105	\$600	\$4,437,900
22	8/18/2047	8/18/2047	365	\$4,437,300	\$2,105,178	\$2,332,122	\$26,071,983	\$600	\$4,437,900
23	8/18/2048	8/18/2048	366	\$4,437,300	\$1,937,626	\$2,499,674	\$23,572,310	\$600	\$4,437,900
24	8/18/2049	8/18/2049	365	\$4,437,300	\$1,747,068	\$2,690,232	\$20,882,078	\$600	\$4,437,900
25	8/18/2050	8/18/2050	365	\$4,437,300	\$1,547,681	\$2,889,619	\$17,992,458	\$600	\$4,437,900
26	8/18/2051	8/18/2051	365	\$4,437,300	\$1,333,516	\$3,103,784	\$14,888,674	\$600	\$4,437,900
27	8/18/2052	8/18/2052	366	\$4,437,300	\$1,106,501	\$3,330,799	\$11,557,875	\$600	\$4,437,900
28	8/18/2053	8/18/2053	365	\$4,437,300	\$856,615	\$3,580,685	\$7,977,190	\$600	\$4,437,900
29	8/18/2054	8/18/2054	365	\$4,437,300	\$591,232	\$3,846,069	\$4,131,122	\$600	\$4,437,900
30	8/18/2055	8/18/2055	365	\$4,437,300	\$306,178	\$4,131,122	\$0.00	\$600	\$4,437,900

APN(s): 139-33-511-014

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

Nuveen Green Capital
19 Old Kings Highway South, Suite 210
Darien, CT 06877
Attn: Anne R. Aicher

NOTICE 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 on March 16, 2022 by Resolution No. R-13-2022 (the "Resolution"). That certain Assessment Agreement, between the CITY OF LAS VEGAS (the "Jurisdiction") and the property owner(s) listed below ("Property Owner"), dated June 9, 2025, 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.

THE OWNER(s) OF FEE TITLE TO THE PROPERTY:	Symphony Park Vegas C, LLC
THE APPLICANT:	Symphony Park Vegas C, LLC
THE ADDRESS OF THE PROPERTY:	277 Promenade Place, Las Vegas, NV
LEGAL DESCRIPTION OF THE PROPERTY:	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT
ASSESSOR'S PARCEL NUMBER OF THE PROPERTY:	139-33-511-014
PRINCIPAL AMOUNT OF FINANCING SECURED HEREBY:	\$50,000,000
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]

Signature Page

“GRANTEE”
CITY OF LAS VEGAS

Notary Public

**NOTICE ASSESSMENT AND ASSESSMENT LIEN
PROPERTY OWNER**

Signature Page (continued)

“PROPERTY OWNER”

SYMPHONY PARK VEGAS C, LLC,
a Delaware limited liability company,

By: _____

Printed Name: Alex Fisch

Title: Authorized Signatory

Date: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [him/her]self to be _____ (office held) of _____, the within named bargainor, a [corporation / limited liability company / limited partnership / general partnership], and that [s/h]e as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the [corporation / company / partnership] by him/herself as _____.

Witness my hand and seal, this _____ day of _____,
20_____.

Notary Public

[SEAL]

My Commission Expires: _____

EXHIBIT A

ASSESSMENT AGREEMENT

[ATTACHED]

APN(s): 139-33-511-014

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

Greenworks Lending LLC
19 Old Kings Highway South, Suite 210
Darien, CT 06820
Attn: Anne R. Aicher

**ASSIGNMENT OF ASSESSMENT AND ASSESSMENT LIEN
AND ASSESSMENT AGREEMENT**

This Assignment of ASSESSMENT AND ASSESSMENT LIEN AND ASSESSMENT AGREEMENT (this "Assignment") is dated as of June 9, 2025 by CITY OF LAS VEGAS, a Nevada municipal corporation ("Assignor"), and GREENWORKS LENDING LLC ("Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to and interest under, that certain Notice of Assessment and Assessment Lien, dated as of June 9, 2025, made by Symphony Park Vegas C, LLC ("Property Owner") and Assignor, recorded immediately prior to this instrument in the official records of the County Recorder of the County of Clark, Nevada (the "Notice"), with respect to that certain real property described on Exhibit A attached hereto and incorporated herein by this reference, together with that certain Assessment Agreement, dated as of June 9, 2025, between Property Owner and Assignor, which is attached as an exhibit to the Notice, together with the obligations secured by the Notice and all other instruments, documents and certificates executed in connection therewith (collectively, the "C-PACE Lien"). Assignee hereby accepts and assumes all of Assignor's rights in, title to and interest under the C-PACE Lien, together with the obligations of Assignor secured by the C-PACE Lien.

Consistent with Section 271.6312 - 6325 of the Nevada Revised Statutes (as amended from time-to-time, "NRS"), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for enforcing the obligation of Property Owner to pay the installments described in the Assessment Agreement, including, at Assignee's election, pursuing a judicial foreclosure of the C-PACE Lien like a mortgage. Assignor shall have no obligation to prosecute such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required to allow Assignee to prosecute or effectuate the judicial foreclosure like a mortgage or to ratify or confirm any action of Assignee taken in furtherance of the foregoing as contemplated in Resolution No. R-13-2022, adopted by the governing body of Assignor on March 16, 2022, adopting to Assignor's Commercial Property Assessed Clean Energy financing program, consistent with NRS 271.6312—6325, inclusive.

Signature Page

CITY OF LAS VEGAS

[SIGNATURES CONTINUED ON NEXT PAGE]

**ASSIGNMENT OF ASSESSMENT AND ASSESSMENT LIEN
AND ASSESSMENT AGREEMENT**

Signature Page (continued)

“ASSIGNEE”

GREENWORKS LENDING LLC,
a Delaware limited liability company,

By: _____

Printed Name: Linda Baxter

Title: Senior Legal Assistant and Contracts
Administrator

Date: _____

STATE OF CONNECTICUT)

) ss. Darien

COUNTY OF FAIRFIELD)

On this the ___ day of May, 2025, before me _____ the undersigned officer, personally appeared Linda Baxter, Senior Legal Assistant and Contracts Administrator of the company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and that she acknowledged the same to be her free act and deed, before me, in her capacity as said Senior Legal Assistant and Contracts Administrator.

Commissioner of the Superior Court/ Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

BEING A PORTION OF LOT 5 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PARKWAY CENTER" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN [BOOK 53 OF PLATS AT PAGE 61](#), LOCATED WITHIN NORTHEAST QUARTER (NE 1/4) OF SECTION 33 AND THE NORTHWEST QUARTER (NW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CITY PARKWAY AND SYMPHONY PARK AVENUE (NORTH), AS SHOWN IN FILE 184, PAGE 79 OF SURVEYS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE;
THENCE ALONG THE CENTERLINE OF SAID SYMPHONY PARK AVENUE (NORTH), NORTH $61^{\circ}58'25''$ WEST, 445.59 FEET TO THE CENTERLINE INTERSECTION OF SAID SYMPHONY PARK AVENUE (NORTH) AND PROMENADE PLACE BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3,310.00 FEET, FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH $56^{\circ}21'45''$ EAST;
THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID PROMENADE PLACE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF $03^{\circ}09'48''$, AN ARC LENGTH OF 182.75 FEET TO A POINT WHICH A RADIAL LINE BEARS NORTH $53^{\circ}11'57''$ WEST;
THENCE DEPARTING THE CENTERLINE OF SAID PROMENADE PLACE, NORTH $41^{\circ}16'34''$ WEST, 14.82 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF SAID PROMENADE PLACE, BEING THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,324.50 FEET, FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH $53^{\circ}08'47''$ EAST;
THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY OF SAID PROMENADE PLACE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:
SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $02^{\circ}39'19''$, AN ARC LENGTH OF 154.07 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH $55^{\circ}48'06''$ WEST; SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $83^{\circ}11'43''$, AN ARC LENGTH OF 36.30 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF SAID SYMPHONY PARK AVENUE (NORTH) BEING THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 373.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH $27^{\circ}23'37''$ WEST;
THENCE ALONG THE NORTHERLY RIGHT OF WAY OF SAID SYMPHONY PARK AVENUE THE FOLLOWING SIX COURSES AND DISTANCES: NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $21^{\circ}06'42''$, AN ARC LENGTH OF 137.44 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH $06^{\circ}16'54''$ EAST;
NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $23^{\circ}01'21''$, AN ARC LENGTH OF 20.09 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH $29^{\circ}18'15''$ WEST;

NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $26^{\circ}23'46''$, AN ARC LENGTH OF 23.03 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 240.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH $02^{\circ}54'29''$ EAST; NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}07'06''$, AN ARC LENGTH OF 105.22 FEET; NORTH $61^{\circ}58'24''$ WEST, 39.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET; NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $92^{\circ}03'41''$ AN ARC LENGTH OF 48.20 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF GRAND CENTRAL PARKWAY BEING THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH $59^{\circ}54'44''$ EAST; THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF SAID GRAND CENTRAL PARKWAY, THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $18^{\circ}38'47''$, AN ARC LENGTH OF 146.45 FEET; NORTH $48^{\circ}44'03''$ EAST, 183.18 FEET; THENCE DEPARTING THE SOUTHEASTERLY RIGHT OF WAY OF SAID GRAND CENTRAL PARKWAY, SOUTH $41^{\circ}16'34''$ EAST, 319.26 FEET TO THE POINT OF BEGINNING.