

APN: 162-21-215-002/003

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Clark County Public Works
500 South Grand Central Parkway
Las Vegas, Nevada 89155-4000

**AGREEMENT FOR MODIFICATION OF GLASS PANELS ON THE PUBLIC PEDESTRIAN
BRIDGE OVER HARMON AVENUE EAST OF LAS VEGAS BOULEVARD SOUTH**

THIS AGREEMENT ("Agreement") made and entered into as of this 4th day of November, 2025, by and among the County of Clark, a political subdivision of the State of Nevada ("County"), BPS Harmon, LLC, a Delaware limited liability company ("BPS"). BPS and the County are sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, BPS is the owner of the real property near the northeast corner of Las Vegas Boulevard South and Harmon Avenue, located at 3717 Las Vegas Boulevard South, Las Vegas, Nevada 89109, Assessor's Parcel Number 162-21-215-002/003, as legally described in Exhibit "A," attached hereto (the "Property").

WHEREAS, BPS intends to construct a three-story building addition with rooftop and exterior improvements ("BPS Building").

WHEREAS, BPS has an approved Use Permit (UC-10-0608 with modifications through UC-21-0646 and AV-25-900023), hereinafter referred to as the "Use Permit" which shows a connection and direct ingress and egress from the second floor of the BPS Building and related Modifications to the existing pedestrian overpass at the northeast corner of Las Vegas Boulevard South and Harmon Avenue. BPS will construct the Modifications (as defined below) at its sole cost and expense.

WHEREAS, County has property rights over a portion of the property on which the Modifications, as defined herein, are to be constructed and agrees to allow BPS to construct the Modifications subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties to this Agreement for and in consideration of the mutual promises herein contained and for other good and valuable consideration do hereby agree as follows:

DEFINITIONS

"Modifications" shall mean removal of three glass rail panels on the Bridge adjacent to the BPS Building on the south-facing direct ingress and egress entrance from the second floor of the BPS Building, including all structural, architectural, mechanical, and electrical components, and related appurtenances, in accordance with the plan approved and permitted by the County.

"Public Pedestrian Bridge" shall mean all existing structural, foundational, architectural, mechanical, and electrical components, and related appurtenances, at the northern portion of the pedestrian grade separation system at the intersection of Harmon Avenue and Las Vegas Boulevard South and includes

but is not limited to existing elevators, escalators, and stairs.

AGREEMENT

1. Construction of the Modifications to the Public Pedestrian Bridge. County agrees to allow BPS to construct, at its sole cost and expense, the Modifications to the Public Pedestrian Bridges, subject to applicable laws, rules, regulations, and specifications of the United States, State of Nevada, and Clark County, Nevada. The Modifications will be constructed on that portion of the Property subleased to BPS, and on public property owned by the County. The County, in its sole discretion, may approve or disapprove any additional changes to the Modifications. The Modifications constructed by BPS must not conflict with the plans, specifications, construction, use, operations, and maintenance of the Public Pedestrian Bridge. BPS shall be responsible for all costs of any design, construction, reconstruction, installation, operation, maintenance, custodial services, repair, and replacement of the Modifications. All construction, reconstruction, installation, operation, maintenance, repairs, replacement, and custodial services of the Modifications must be performed in such a manner so as to pose no risk of danger to persons or property and in a manner acceptable to the County.

Prior to any construction and/or repair of the Modifications, BPS agrees to submit plans acceptable to the County. No work may be commenced until the County has approved said plans and the appropriate permits have been issued, and, the County, in its sole discretion, is satisfied that BPS's work will not in any way interfere, conflict, damage and/or delay the Public Pedestrian Bridge and/or any other public improvements and/or County-owned property. BPS further agrees to cooperate with others doing work on or near the Public Pedestrian Bridge and not to interfere, conflict or delay any other construction, maintenance or repairs done by the County and/or others on or near the Public Pedestrian Bridge.

Once BPS obtains building permits for the Modifications, or any portion(s) of the Modifications, then construction of all Modifications must be completed within nine (9) months from the date of issuance of the first building permit for the Modifications, subject to force majeure.

During construction of the Modifications, BPS agrees to ensure that the existing elevators and escalators to the Public Pedestrian Bridge shall not be used by BPS, their contractors, subcontractors, inspectors, suppliers, materialmen or any other person or agent in conjunction with the construction of the Modifications, or for the construction of the Modifications, or for access to the location of the Modifications for the purpose of work thereon while the Modifications are under construction.

2. Maintenance of the Modifications. BPS shall maintain, at its sole cost and expense, the Modifications, as long as the Modifications exist. All maintenance of the Modifications shall be performed in accordance with all applicable laws, specifications, standards, rules, and regulations of the United States, State of Nevada and the County, and in a manner satisfactory to the County, as solely determined by the County.

The County, after notifying BPS in writing, may require BPS to block, close off access to, or disconnect the Modifications from the Public Pedestrian Bridge and/or remove the Modifications from the Property. The County may elect to, on its own and/or through use of the cash deposit required herein, block, close off access to, or disconnect the Modifications from the Public Pedestrian Bridge, remove the Modifications from the Property, or perform the necessary maintenance itself and/or use the cash deposit required herein. In any event, BPS shall be responsible for all costs and expenses incurred by the County, as solely determined by the County. BPS must pay the County for such costs and expenses of any action within thirty (30) calendar days of receipt of invoices from the County.

BPS specifically agrees not to construct, operate, maintain and/or utilize the Modifications in any way which will interfere, conflict or damage the Public Pedestrian Bridge and/or the use of the Public Pedestrian Bridge.

The County will not be responsible or liable to BPS for damage and/or repair to the Modifications and/or the Property and/or loss of revenue, business, or profits as a result of any exercise of its rights hereunder in accordance with the terms and conditions of this Agreement.

3. Liability for Public Pedestrian Bridge. BPS shall be responsible, at its sole cost and expense, to the satisfaction of the County, for all interference, conflicts, delays, repairs and/or damage to the Public Pedestrian Bridge, including but not limited to, the elevators and escalators of the Public Pedestrian Bridge, arising in connection with the Modifications, including, but not limited to, construction, operation, use, removal, replacement, repairs and/or maintenance of the Modifications. Should BPS fail to adhere to these obligations, it shall promptly take the appropriate corrective action to resolve any interference, conflicts, delays, repairs and/or damage to the Public Pedestrian Bridge, as required by the County, which could include, but is not limited to, disconnection of the Modifications from the Public Pedestrian Bridge and/or removal of the Modifications from the Property, within one hundred eighty (180) days of receipt of BPS's receipt of all required permits for such removal (which BPS will pursue with commercially reasonable diligence), subject to force majeure. The County may elect to, on its own and/or through use of the cash deposit require herein perform repairs to the Modifications, block, close off access to, or disconnect the Modifications from the Public Pedestrian Bridge, remove the Modifications from the Property and/or take other action, as solely determined by the County, in its sole discretion, and, in such event, BPS shall be responsible for all costs related thereto incurred by the County, as solely determined by the County. BPS must pay the County for any action taken by the County exceeding the cash deposit pursuant to this paragraph within thirty (30) calendar days of receipt of invoice from the County.

If the County elects to disconnect the Modifications from the Public Pedestrian Bridge and/or remove the Modifications from the BPS Building and/or the Property, as provided in this section, the County will not be responsible or liable to BPS for damage and/or repair to the Modifications and/or the BPS Building and/or the Property and/or the loss of revenue, business or profits.

4. Free of Obstructions: Access. BPS shall construct, operate, maintain and/or utilize the Modifications in a safe manner so as to not endanger the public health, safety, and welfare of the public, as solely determined by the County or interfere, conflict, or damage the Public Pedestrian Bridge. The Modifications shall provide a clear pedestrian access alignment to the Public Pedestrian Bridge free of obstructions.

BPS agree that they shall not block, close, interfere, impede or compromise the pedestrian's use of the Modifications, including but not limited to, the Public Pedestrian Bridge and the safety of the pedestrians, except that BPS may temporarily block or close the Modifications as necessary to fulfill its obligations under Sections 1, 2, and 3 above, and BPS may temporarily close access to the Modifications during the hours the business is not operating or for other business operations as determined by BPS. In the event that BPS temporarily blocks or closes access to the Modifications, then BPS shall post directional signage directing the public to use the escalators or elevator.

BPS agrees that there shall not be any commercial advertising on the Modifications or the Public Pedestrian Bridge. However, directional signage, as approved by the County, in its sole discretion, must be posted regardless of whether the Modifications are in use that clearly indicates to pedestrians where public access is such as the location of the elevators, escalators, and stairs.

This Section 4 survives termination of this Agreement until such time that access to the Modifications are disconnected from the Public Pedestrian Bridge and/or removed from the BPS Building and/or the Property.

5. Conditions of Connection. BPS may have the Modifications connected to the Public Pedestrian Bridge so long as: a) the Public Pedestrian Bridge is in operation; b) this Agreement is in effect; c) BPS complies with the terms and conditions of this Agreement, as solely determined by the County; d) the Modifications do not create a dangerous or hazardous situation, as solely determined by the County; and e) there is no interference with the flow of pedestrian traffic and use of the Public Pedestrian Bridge by the public, as solely determined by the County. BPS agrees to waive any and all claims, causes of actions, damages and/or suits related to the County's determination to require a ceasing in operation of the Modifications and/or blocking off access to and/or disconnecting the Modifications from the Public Pedestrian Bridge and/or removal of the Modifications from the BPS Building and/or the Property.

Notwithstanding the above, if the County, in its sole discretion, at any time determines that one or more of the conditions in the above stated paragraph exists, or the Modifications pose a threat to the health, safety or welfare of the public and/or are constructed, operated or maintained in an unsafe manner, as solely determined by the County, then, immediately upon notification from the County, BPS shall cease operation and use of the Modifications and BPS shall secure the area and take the required corrected action, as directed by the County and after notification by the County, to ensure the safety of the public, until further notification from the County. BPS shall, at its sole cost and expense, take the required corrective action, as directed by the County, which may include, but is not limited to, providing signage so pedestrians are clearly informed, blocking, closing off access to, or disconnecting the Modifications from the Public Pedestrian Bridge, and/or removing of the Modifications from the BPS Building and/or the Property, as directed and solely determined by the County. Alternatively, either BPS or the County may terminate this Agreement as set forth in Section 7(a), and upon said termination, BPS, at its sole cost and expense, shall block, close off access from, or disconnect the Modifications from the Public Pedestrian Bridge, and/or remove the Modifications from the BPS Building and/or the Property, as directed and solely determined by the County.

If the County, in its sole discretion, determines that the Modifications should be blocked, closed off access, or disconnected from the Public Pedestrian Bridge and/or removed from the BPS Building and/or the Property, then BPS, upon receipt of written notice from the County, must immediately, at no cost or expense to the County, take all necessary action to apply for and seek to obtain, within thirty (30) calendar days, the necessary permits, if required, to block, close off access to, or disconnect the Modifications from the Public Pedestrian Bridge and restore the Public Pedestrian Bridge and County-owned property to its original design. BPS shall remove the Modifications from the BPS Building and/or the Property within one hundred eighty (180) days of receipt of Ryman's receipt of all required permits for such removal (which Ryman will pursue with commercially reasonable diligence), subject to force majeure. If BPS fails to take the required corrective action as directed by the County, the County, in its sole discretion, may perform the work itself, and, in such event, BPS shall be responsible to the County for all costs incurred by the County, as solely determined by the County. BPS must pay the County the amount of the costs incurred by the County pursuant to this paragraph within thirty (30) calendar-days of receipt of an invoice from the County.

If the County determines that the Modifications should be blocked, closed off access, or disconnected from the Public Pedestrian Bridge and/or removed from the BPS Building and/or the Property, as provided in this section, the County is not and will not be responsible or liable to BPS for damage and/or repair to the Modifications and/or the BPS Building and/or the Property and/or loss of revenue, business or profits. BPS grant permission to the County to enter the Property to block, close off access, or disconnect the Modifications from the Public Pedestrian Bridge and/or remove the Modifications from the BPS Building and/or the Property in accordance with this Agreement.

Upon blocking, closing off access, or disconnection of the Modifications from the Public Pedestrian Bridge by the County or BPS, as set forth and/or required in this Agreement, BPS may be required to provide security in the area around the Modifications and ensure safety of pedestrians to the satisfaction of

the County, as solely determined by the County.

6. Indemnification. BPS, and its successors in interest shall indemnify, defend, and hold harmless the County and the Las Vegas Metropolitan Police Department ("Metro") and their officers, agents, and employees, against and from any and all liability, losses, damages, claims, delays, demands, causes of action, costs and expenses, and judgments, of whatever nature, whether with or without merit, including costs of investigation, reasonable attorneys fees and expenses, expert witness fees and expenses and all court, appellate or arbitration or other alternative dispute resolution costs which may result from injury to or death of any persons or against and from damage to or loss, or destruction, or claims relating to property whatsoever when such losses, damages, fines, liabilities, claims, demands, causes of action, costs and/or judgments are arising out of or related to this Agreement and/or the Modifications including, but not limited to: a) Any County determination and decisions relating to this Agreement, including, but not limited to, the County's determination and/or approvals to allow the Modifications, and/or to block off access to, disconnect, or remove the Modifications from the Public Pedestrian Bridge; and/or b) the design, location, construction, reconstruction, installation, operation, use, maintenance, custodial services, removal, repair, and/or replacement of the Modifications and the design, location, construction, reconstruction, installation, operation, use, maintenance, custodial services, removal, repair and/or replacement of Modifications on property owned by BPS and/or the County; and/or c) any action or inaction by BPS, their officers, employees, contractors, and agents, including those represented as consultant, contractor or sub-contractor, or any other person hired, employed, or retained by them, their successors and assigns, parent and subsidiary companies, arising out of or related to the Modifications and/or terms and conditions of this Agreement; and/or d) any other obligations or rights of BPS as set forth in this Agreement; and/or e) the Public Pedestrian Bridge and/or any other County-owned property or County improvements arising out of or related to the Modifications and/or terms and conditions of this Agreement; and/or f) any and all allegations including, but not limited to, breach of contract, negligence, violation of civil rights, and violation of constitutional rights arising out of or related to the Modifications and/or terms and conditions of this Agreement; and/or g) any and all allegations including, but not limited to, loss of business, loss profits and/or impairment or denial of access to any properties, entities or persons and inverse condemnation arising out of or related to the Modifications and/or terms and conditions of this Agreement.

BPS shall also indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers for any damages to person or property or any losses caused by, related to, or arising out of the Modifications.

In the event BPS is required to indemnify, hold harmless, and defend the County and Metro, BPS shall defend the County and Metro at its sole cost and expense. BPS shall retain an attorney acceptable to the County to defend the County and Metro, its officers, employees, and/or agents from any of the claims, causes of action, suits, costs, expenses or other liabilities or awards, settlements, equitable relief or other damages (including reasonable attorneys' fees, costs of suit, costs of appeal and expert witness fees) in connection therewith.

BPS shall indemnify, defend, and hold harmless the County, as set forth in this section, even if the allegations, claims or causes of action are groundless, false or fraudulent. This indemnity section survives termination of this Agreement and/or completion of the Modifications.

7. Miscellaneous.

a) Termination. If the Use Permit expires or terminates and BPS has not obtained an extension thereof from the Board, or has failed to construct or complete construction of the Modifications within the time period set forth herein, then this Agreement shall automatically terminate. Notwithstanding the above, if the County, in its sole discretion determines: i) to discontinue the Public Pedestrian Bridge; ii)

that BPS are not in compliance with the terms and conditions of this Agreement; iii) that the Modifications create a dangerous or hazardous situation; iv) that there is interference with the flow of pedestrian traffic and use of the Public Pedestrian Bridge; or v) the Modifications in the County's sole discretionary determination (with or without cause) should be removed and/or disconnected from the Public Pedestrian Bridge, or BPS determines to disconnect the Modifications from the Public Pedestrian Bridge, the County may, upon thirty (30) calendar days written notice to BPS, terminate this Agreement and, BPS, at its sole cost and expense, if requested by the County, must disconnect the Modifications from the Public Pedestrian Bridge and/or remove the Modifications from the BPS Building and/or the Property and restore any County property, including but not limited to, public improvements and the Public Pedestrian Bridge, in a manner satisfactory to the County.

BPS shall have the right to terminate this Agreement at any time in its discretion upon delivery of not less than ninety (90) days advance written notice to the County, in which event BPS, at its sole cost, shall remove the Modifications and restore the Public Pedestrian Bridge and County-owned property to its original design caused by such removal prior to the effective termination date and thereafter no party shall have any further obligations under this Agreement (except for obligations that expressly survive the termination hereof).

This Agreement may terminate if the Parties mutually agree in writing to terminate and mutually agree to the terms and conditions of termination. Upon termination of this Agreement, except as specifically set forth herein to the contrary, all terms, conditions, obligations, and liabilities of the Parties hereinunder shall also terminate.

BPS waive any and all causes of action for damages, costs, expenses, and legal or equitable claims against the County resulting from termination of this Agreement.

b) Term. This Agreement shall be in full force and effect from and after its date of execution unless otherwise terminated as by the Parties as set forth above.

c) Waiver. None of the conditions of this Agreement shall be considered waived by any Party unless such waiver is in writing and signed by all Parties. No such waiver shall be a waiver of any past or future default, breach or modifications or any of the conditions of this Agreement unless expressly stipulated in such waiver.

d) Severability. If any term, provision, covenant or condition of this Agreement, or any application thereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all other provisions, covenants, and conditions of this Agreement and all applications thereof, not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

e) Captions. The captions appearing at the commencement of the Sections and Articles hereof are descriptive only and for convenience and reference to this Agreement, and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way effect this Agreement.

f) Governing Law. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

g) Further Assurance. The Parties hereto shall take any actions necessary on or after the date hereof which may reasonably be required to effectuate the terms of this Agreement.

h) Notices. All notices required hereunder shall be in writing and sent by personal delivery, express, priority or certified U.S. mail, postage prepaid, return receipt requested to the address(es) set forth below. Notice shall be considered received on the latest original delivery or attempted delivery date as follows:

County:

Denis Cederburg, Director
Clark County Public Works Department
500 South Grand Central Parkway
P.O. Box 554000
Las Vegas, Nevada 89155-4000
dlc@ClarkCountyNV.gov

BPS:

Ron Hall
BPS Harmon, LLC
4455 Wagon Trail Ave.
LV, NV 89118
702.258.4474
ronhall@rbh.partners

i) Integration. With the exception of the Use Permit, which shall remain in full force and effect, this Agreement contains the entire agreement between the Parties herein, regarding the Modifications connection to the Public Pedestrian Bridge, and cannot be amended, modified, changed, or terminated unless done so in writing and signed by the Parties.

j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an executed original and all of which together shall constitute one in the same instrument, or may be executed as one original and copies (certified true and accurate) supplied to each Party.

k) Third Party/No Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between the County and BPS except as specifically provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a Party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

l) No Assignment. Except as otherwise provided, BPS shall not assign this Agreement, in whole or in part, or any rights herein granted, without first providing notice to the County. In the event of any assignment, the assignee must agree to and comply with all of the terms and conditions of this Agreement and agree to be responsible and liable for the terms and conditions that pre-date any assignment and any other additional terms and conditions the County may require. Furthermore, any assignee must be financially capable of performing the terms, conditions, and obligations of this Agreement, any assignees with a net worth in excess of Ten Million and 00/100 Dollars (\$10,000,000.00) shall be deemed financially capable. Notwithstanding anything herein to the contrary, BPS shall be permitted to assign this Agreement to any party in the event of a sale of all or a portion of Property. Within thirty (30) days of the closing of such sale or assignment, BPS or its assignee shall provide notice of the same to the County.

m) Joint and Several Liability. Notwithstanding any other provision in this Agreement, all BPS and any heirs, lessees, executors, administrators, successors, and assigns, if any, shall be jointly and severally liable whether tort, contract or otherwise for all terms, conditions, responsibilities, and obligations herein, including but not limited to those specific to BPS.

n) Covenant Running with the Land. Subject to the previous paragraph, this Agreement will be recorded against the property described in Exhibit "A" in the office of the County Recorder for Clark County, Nevada, and all of the terms, covenants, conditions, and provisions herein,

are expressly for the benefit of, and binding upon, BPS and their respective heirs, successors and assigns, or anyone claiming under them as BPS or lessees.

o) Covenant Not to Sue County/No Recourse Against County. BPS waive and agree not to bring any causes of action, claims, suits, or demands of any nature against the County arising out of and/or related to the Modifications and/or the Public Pedestrian Bridge and/or this Agreement including, but not limited to, actions related to the County's sole determination to terminate this Agreement, and any loss of business, loss of profits and/or impairment or denial of access to any properties.

p) Force Majeure. BPS shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. BPS shall provide County satisfactory evidence that non-performance is due to other than fault or negligence on its part.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as set forth above as of the day and year first above written.

Clark County,
a political subdivision of the State of Nevada

Jessica Colvin, Chief Financial Officer

APPROVED AS TO FORM:



Jason B. Patchett
Deputy District Attorney

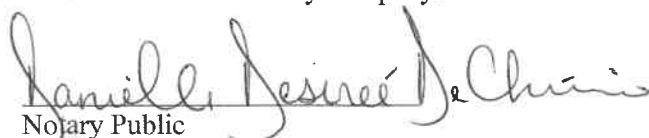
BPS Harmon, LLC,
a Delaware limited liability company


By: _____
Name: Brett Torino
Its: Manager

STATE OF Nevada

COUNTY OF Clark

This instrument was acknowledged before me on October 14th, 2025,
by Brett Torino as manager of BPS Harmon,
LLC, a Delaware limited liability company.



Notary Public

My commission expires: 01/21/2026

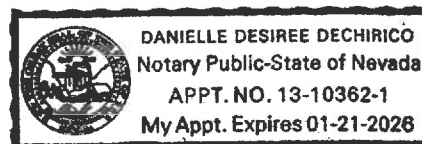


Exhibit “A”

Legal Description of Property

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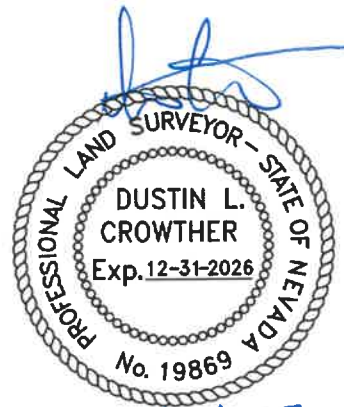
EXHIBIT "A"

Legal Description for
APN 162-21-215-002 and
162-21-215-003

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Those certain parcels described in Instrument 20250925-0001759 and Instrument 20250925-001760 on file in the Official Records of the Clark County Recorder, Clark County, Nevada, lying in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 21, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada.

This description was prepared from documents of record and does not constitute the result of a field survey.



10/20/2025

Dustin L. Crowther, P.L.S.
Nevada Certificate No. 19869
Clark County Surveyor