

Inst #: 20241002-0003936

Fees: \$42.00

10/02/2024 03:39:06 PM

Receipt #: 5703522

Requestor:

FNTG NCS Las Vegas

Recorded By: GARCIAC Pgs: 6

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Assessor's Parcel Number: 139-23-204-001,
139-23-204-002 & 139-23-204-003

Prepared by and when recorded return to:
Jason N. Bramlett, Esq.
Friday, Eldredge & Clark, LLP
3350 S. Pinnacle Hills Pkwy., Suite 301
Rogers, AR 72758

Loan No. 96707

NCS 47070710-KH

SUBORDINATION AGREEMENT

This **SUBORDINATION AGREEMENT** (this "**Agreement**") is made effective as of the 1st day of October, 2024, by and between **CHAMBERS BANK**, an Arkansas state chartered bank, whose mailing address is 8210 Phoenix Avenue, Fort Smith, Arkansas 72903, Attention: Robert Halliburton, Regional President, West Region, its successors and/or assigns ("**Chambers Bank**"), and **THE CITY OF NORTH LAS VEGAS REDEVELOPMENT AGENCY**, a public body, corporate and politic, formed pursuant to the provisions of the Community Redevelopment Law, codified at Nevada Revised Statutes Sections 279.382 et seq., whose mailing address is 2250 Las Vegas Blvd. North, Suite 920, North Las Vegas, Nevada 89030, Attn: Jared Luke, Economic Development Director (the "**Agency**").

RECITALS:

A. The Agency and **KL QOZB II, LLC**, a Delaware limited liability company authorized to conduct business in the State of Nevada, whose mailing address is 4764 Park Granada, Suite 200, Calabasas, California 91302 (hereinafter referred to as "**Developer**" or "**Borrower**") entered into and executed that certain Agreement for Development and Option to Repurchase, dated April 6, 2022, recorded with the office of the Clark County Recorder, Las Vegas, Nevada, on May 24, 2022 as Inst #: 20220524-0000097 (the "**Development Agreement**"), regarding and encumbering the property described on Exhibit A attached hereto and made a part hereof (the "**Property**").

B. Borrower has requested from Chambers Bank a loan in the original principal amount of Two Million Six Hundred Fifty Thousand and No/100 Dollars (\$2,650,000.00) (the "**Loan**"), which is evidenced by a Line of Credit Promissory Note dated effective as of the date hereof (the "**Note**") payable to Chambers Bank, and secured by a certain Deed of Trust and Security Agreement and UCC Financing Statement for Fixture Filing granted to Chambers Bank by Borrower, dated effective as of the date hereof, and recorded on October 2, 2024 with the office of the Clark County Recorder, Las Vegas, Nevada, as Inst #: 2024 1002- (the "**DOT**").

0003307

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. SUBORDINATION. Subject to the provisions of this Agreement, the Development Agreement shall be subject and subordinate in all respects to the lien of the DOT (and to all sums secured thereby), to the full extent of all principal, interest and all other amounts now or hereafter secured thereby, and with the same force and effect as if the DOT had been executed, delivered and recorded prior to the execution and delivery of the Development Agreement.

2. NOTICES. Any notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by overnight express carrier, addressed listed in the introductory paragraph of this Agreement or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

3. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns and subtenants, and any of their nominees or designees.

4. GOVERNING LAW. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State of Nevada, and shall in all respects be governed, construed, applied and enforced in accordance with the laws of such State.

5. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

6. MISCELLANEOUS. This Agreement may not be amended or modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plurals and vice versa.

7. WAIVERS. CHAMBERS AND PENNY LANE EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS

GIVEN KNOWINGLY AND VOLUNTARILY AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. ANY PARTY HERETO IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH OTHER.

[Remainder of Page Intentionally Blank; Signature/Notary Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this Subordination Agreement effective as of the day and year first above written.

CHAMBERS BANK: *Arkansas

CHAMBERS BANK, an Arkansas state chartered bank

By: [Signature]
Robert Halliburton, Regional President, West Region

STATE OF ARKANSAS)
) ss.
COUNTY OF SEBASTIAN)

ACKNOWLEDGMENT

On this 26th day of September, 2024, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Robert Halliburton**, the Regional President, West Region, being the person authorized by **CHAMBERS BANK**, an Arkansas state chartered bank ("**Chambers**") to execute such instrument, stating his capacity in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he was the Regional President, West Region of Chambers, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of Chambers, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26th day of September, 2024.

My Commission Expires:

Monta K Wakefield
Notary Public

8-29-2032

[Agency Signature/Notary Page Follows]



Monta K. Wakefield
exp. 8-29-32
NO. 12390017

AGENCY:

NORTH LAS VEGAS REDEVELOPMENT
AGENCY, a public body, corporate and politic

By: M Moore
Micaela Moore, Chief Administrative Officer

Attest:

Jackie Rodgers
Jackie Rodgers, Secretary

* Jackie Rodgers, Secretary

STATE OF NEVADA)

) ss.

ACKNOWLEDGMENT

COUNTY OF Clark)

On this 25th day of September, 2024, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Micaela Moore, in her capacity as the Chief Administrative Officer of **THE CITY OF NORTH LAS VEGAS REDEVELOPMENT AGENCY**, a public body, corporate and politic, formed pursuant to the provisions of the Community Redevelopment Law, codified at Nevada Revised Statutes Sections 279.382 et seq. (the "**Agency**"), being the person authorized by the Agency to execute such instrument, stating his capacity in that behalf, to me personally, well known (or satisfactorily proven to be such person), who stated that he was the Chief Administrative Officer of the Agency, a public body, corporate and politic, formed pursuant to the provisions of the Community Redevelopment Law, codified at Nevada Revised Statutes Sections 279.382 et seq., and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the Agency, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25th day of September, 2024.

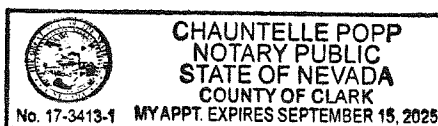
My Commission Expires:

9-15-2025

Chauntelle Popp
Notary Public

Approved as to form:

Andy Moore
Andy Moore, Agency Counselor



Chauntelle Popp
NO. 17-3413-1
exp. Sept. 15, 2025

EXHIBIT "A"

LEGAL DESCRIPTION

PARCELS ONE (1), TWO (2), AND THREE (3) AS SHOWN ON PARCEL MAP ON FILE
IN FILE 130 OF PARCEL MAPS, PAGE 77, IN THE OFFICE OF THE COUNTY
RECORDER, CLARK COUNTY, NEVADA.

ESCROW NUMBER: 42055760-420-KAH
PROPERTY ADDRESS: 139-23-204-001, 002, and 003
North Las Vegas, NV

A.P.N.: 139-23-204-001, 139-23-204-003, 139-23-204-002