

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“Agreement”) is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation of Denton County, Texas, duly acting by and through its City Manager (“City”); and Nevermore Properties, LLC, a Texas limited liability company (“Company”). The City and Company shall be referred to herein collectively as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Statute"), the City adopted an Economic Incentive Policy for making economic development incentives and grants on June 5, 2023 (hereinafter referred to as "the Policy Statement"); and

WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing economic development agreements to be entered into by the City as contemplated by the Statute; and

WHEREAS, in order to maintain and/or enhance the commercial, economic, and employment base of the Lewisville area to the long-term interest and benefit of the City, in accordance with said Statute, the City desires to enter into this Agreement; and

WHEREAS, on the 18th day of May, 2026, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to the Statute; and

WHEREAS, the Company owns and operates 170 W. Main Street, Lewisville, Texas (the “Property”), which is more fully described in Attachment “A” attached hereto and made a part hereof; and

WHEREAS, the Company intends to renovate the first floor of the building located on the Property (the “Building”) and operate a bar, restaurant, and tavern thereupon; and

WHEREAS, the Company agrees to make capital improvements to the Property as set forth herein, including but not limited to, developing or causing the Property to be developed for the purpose of operating an immersive Edgar Allan Poe inspired bar and tavern on the first floor of the Building; improvements to the interior and exterior of the Building in a manner materially consistent with the site plan and elevations attached hereto as Attachment “B”; installing a mural on the Building’s exterior wall; lease 16 parking spaces located in the Property’s parking lot

(“Parking Spaces”) to the City for public use; and to comply with all other terms and conditions of this Agreement; and

WHEREAS, the City desires to provide, pursuant to the Statute, incentives to the Company to complete or cause to be completed the Required Improvements (hereinafter defined) on the Property to improve the first floor of the Building and operate an Edgar Allan Poe inspired bar and tavern thereupon, and to comply with the other terms and conditions of this Agreement; and

WHEREAS, the proposed project will not occur within the City of Lewisville without an offer of economic development incentives from the City and complies with the City’s Economic Development Policy and all applicable local, state, and federal laws; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to the Statute; and

WHEREAS, the City finds that entering into this Agreement for improvement of the first floor of the Building as an Edgar Allan Poe inspired bar and tavern would promote local economic development by providing jobs related to the construction activities in improving the Property, stimulate business and commercial activity within the City by operating a bar and tavern on the first floor of the Property and operating it for the Required Use (hereinafter defined), and would directly accomplish a public purpose; and

WHEREAS, the City has determined that this Agreement contains sufficient controls to ensure that the above-mentioned public purposes are carried out in all transactions involving the use of public funds and resources and that the City receives the return benefits set forth herein.

NOW THEREFORE, the City, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties hereto do mutually agree as follows:

ARTICLE I

TERM

This Agreement shall be effective on the date that this Agreement is executed by the Parties (“Effective Date”), and the term of this Agreement shall continue through the final Tax Grant (hereinafter defined) disbursement due under this Agreement, subject to, and in accordance with, the terms and conditions of this Agreement; provided, however, this Agreement may terminate earlier in accordance with the provisions of this Agreement (“Term”).

ARTICLE II
DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“**Agreement**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Building**” shall have the meaning set forth in the recitals of this Agreement.

“**Building Permit Fee Waiver**” shall have the meaning set forth in section 4.2 of this Agreement.

“**City**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**City Manager**” shall mean the chief executive officer of the City appointed by the City Council or her designee.

“**City Mixed Beverage Tax Receipts**” means the Mixed Beverage Tax, hereinafter defined, annually received from the State of Texas and designated to the City's general fund from the collection of Mixed Beverage Tax from any mixed beverage permittee, which is attributable to mixed beverages sold at the Property.

“**Company**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Construction Costs**” shall mean the actual expenses of the Façade Improvements, hereinafter defined, including hard construction, construction equipment charges, and the costs of construction materials and the delivery thereof.

“**Effective Date**” shall mean that point in time established in Article I of this Agreement.

“**Event of Bankruptcy**” shall mean the dissolution or termination of the Company's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“**Façade Improvements**” shall have the meaning set forth in section 4.4 of this

Agreement.

“**Façade Improvements Grant**” shall have the meaning set forth in section 4.4 of this Agreement.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of the Company created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Company), fire, explosion, flood, strikes, pandemic, or endemic; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Company and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Company gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

“**Impact Fees**” shall mean water and sanitary sewer impact fees, also known as capital recovery fees.

“**Lease Agreement**” shall have the meaning set forth in section 5.4 of this Agreement.

“**Local Sales Tax Receipts**” means the one percent (1%) Sales and Use Tax annually received from the State of Texas and designated to the City's general fund from the collection of Sales and Use Tax from the Property as a result of the sale of Taxable Items, hereinafter defined, consummated on the Property.

“**Mixed Beverage Tax**” means the tax imposed by Chapter 183 of the Texas Tax Code, as amended.

“**Mural Condition**” shall have the meaning given in section 5.3 of this Agreement.

“**Mural Grant**” shall have the meaning set forth in section 4.3 of this Agreement.

“**Parking Spaces**” shall have the meaning set forth in the recitals of this Agreement.

“**Policy Statement**” shall have the meaning set forth in the recitals to this Agreement.

“**Proof of Payment**” shall mean adequate documentation to demonstrate that Construction Costs have been paid by Company, and shall include copies of cleared checks, credit card, or bank statements, attached to contractor invoices signed and dated by both Company and the contractor, or equivalent documentation as agreed to by the City. The City

shall have the right to reject any Proof of Payment it deems inadequate.

“Property” shall have the meaning set forth in the recitals to this Agreement.

“Required Improvements” shall mean the improvements required to (1) renovate and occupy the first floor of the Building as an Edgar Allan Poe inspired bar and tavern; (2) renovate the interior and exterior of the Building, including the Façade Improvements; and (3) install a mural on the Building’s exterior wall. Such improvements shall be completed in a manner consistent with Attachment “B”.

“Required Use” shall mean the Company’s continuous operation of an immersive Edgar Allan Poe inspired bar and tavern with bar and food service areas, provided that operations on the first floor of the Building may temporarily cease for Force Majeure and outages in the normal course of business, as approved by the City Manager.

“Sales And Use Tax” means all of the sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, as amended, on the sale of Taxable Items, hereinafter defined, consummated on the Property

“Statute” shall have the meaning set forth in the recitals to this Agreement.

“Substantial Completion” shall be signified by the issuance of final certificates of occupancy for all of the Required Improvements for which a certificate of occupancy is required and acceptance in writing by the City Manager of all other Required Improvements for which a certificate of occupancy is not required.

“Tax Certificate” means a certificate from the Texas Comptroller of Public Accounts or other statement in a form reasonably acceptable to the City setting forth the following: (1) the collection of the Sales and Use Taxes received by the City on the sale of Taxable Items, hereinafter defined, consummated on the Property for the applicable period which are to be used to determine the Local Sales Tax Receipts; (2) the collection of Mixed Beverage Taxes received by the City on the sale of mixed beverages consummated on the Property for the applicable period which are used to determine the City Mixed Beverage Tax Receipts; and (3) any such supporting documentation as the City may reasonably request.

“Tax Grant” has the meaning set forth in section 4.1 of this Agreement.

“Taxable Items” has the same meaning assigned by Chapter 151, Texas Tax Code, as amended.

“Term” shall have the meaning set forth in Article I of this Agreement.

ARTICLE III
GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, the Company shall commence or cause to be commenced installation or construction of the Required Improvements.

3.2 The Company shall achieve Substantial Completion on or before the first anniversary of the Effective Date.

3.2.1 If, in the opinion of the City Manager, substantial progress has been made toward Substantial Completion, the City Manager may extend the date for Substantial Completion for up to one (1) year in her reasonable discretion.

3.2.2 If Substantial Completion is delayed by reason of Force Majeure, the deadline by which Substantial Completion must be reached may be extended for a period of time equal to the delay caused by Force Majeure, subject to the City Manager's reasonable approval, which will not be unreasonably withheld, conditioned, or delayed.

3.2.3 Nothing in this subsection or this Agreement shall require the City Manager to extend the deadline by which Substantial Completion must be reached.

3.2.4 Subject to an extension pursuant to section 3.3.1 of this Agreement, failure to reach Substantial Completion by the deadline provided shall constitute a breach of this Agreement.

3.3 During the Term of the Agreement, the Company shall be subject to all applicable City taxation not specifically abated or exempted by this or another agreement, including, but not limited to, sales tax and ad valorem taxation, if any, on land, inventory, and supplies. Company shall pay all applicable taxes in accordance with state and local regulations.

3.4 Within ninety (90) days of the execution of this Agreement, the Company shall, in order to come into compliance with the City's public access easement, executed on June 4, 2019, clear and remove any existing barriers within the easement. If, in the opinion of the City Manager, substantial progress has been made toward Substantial Completion, the City Manager may extend the date for Substantial Completion by up to ninety (90) additional days in her reasonable discretion. Company shall maintain compliance with the City's public access easement throughout the Term and shall cure any violation within ninety (90) days after receiving written notice from the City.

ARTICLE IV

ECONOMIC DEVELOPMENT INCENTIVES

4.1 Tax Grant. Subject to the continued satisfaction of the terms and conditions of this Agreement, the City shall provide the following:

4.1.1 Beginning one (1) year after Substantial Completion and continuing through the end of year five (5) after Substantial Completion, the City agrees to provide the Company an economic development grant in an amount equal to seventy-five percent (75%) of the Local Sales Tax Receipts and City Mixed Beverage Tax Receipts. Beginning year six (6) after Substantial Completion and continuing through year ten (10) after Substantial Completion, the City agrees to provide the Company an economic development grant in an amount equal to fifty percent (50%) of the Local Sales Tax Receipts and City Mixed Beverage Tax Receipts ("Tax Grant").

4.1.2 A condition of the Tax Grant is that the Company shall timely pay all applicable Sales and Use Taxes and Mixed Beverage Taxes in accordance with applicable law.

4.1.3 The City agrees that, subject to the satisfaction of the terms and conditions of this Agreement, beginning on the first (1st) year anniversary of the date of Substantial Completion, the Tax Grant will be paid to the Company on an annual basis on or before sixty (60) days following the yearly anniversary of the Substantial Completion date; provided, however, that on or before the anniversary of the Substantial Completion date in each year of the Term, the Company submits all of the following: (1) a Tax Certificate with any supporting documentation, as requested by the City, needed to verify the amount of Sales and Use Taxes and the Mixed Beverage Taxes that were paid to the City relevant to the computation of the Tax Grant amount; (2) its Annual Compliance Report shown on Attachment "D"; (3) a letter of request for payment; and (4) any other documentation or information required by this Agreement. **Failure to timely submit the above-listed items may delay or void payment of the Tax Grant, at the City's sole discretion.** If, in the opinion of the City Manager, substantial progress has been made toward submitting the documentation, the City Manager may extend the date for submission of documentation by up to one (1) year in her reasonable discretion.

4.1.4 In the event the State of Texas determines that the City erroneously received the Local Sales Tax Receipts and/or City Mixed Beverage Tax Receipts, or that the amount

of Sales and Use Tax and/or Mixed Beverage Tax paid by the State of Texas to the City exceeds the correct amount of Sales and Use Tax and/or Mixed Beverage Tax applicable to this Agreement, the Company shall, within forty-five (45) days after receipt of notification thereof from the City specifying the amount by which such amount exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the City. As a condition precedent to payment of such refund, the City shall provide the Company with a copy of such determination by the State of Texas.

4.1.5 In the event the Company files an amended Sales and Use Tax return and/or Mixed Beverage Tax return, or report with the State of Texas, or if additional Sales and Use Tax and/or Mixed Beverage Tax is due and owing, as determined or approved by the State of Texas, affecting the Local Sales Tax Receipts and/or City Mixed Beverage Tax Receipts, the City shall pay to the Company any underpayment, provided the City has received the respective Local Sales Tax Receipts and/or City Mixed Beverage Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, the Company shall provide the City with a copy of any amended Sales and Use Tax report or return and/or Mixed Beverage Tax report or return, any relevant receipts, or any relevant direct payment and self-assessment returns.

4.1.6 The provisions of sections 4.1.4 and 4.1.5 shall survive termination of this Agreement.

4.1.7 Under no circumstances shall the City be obligated to pay the Tax Grant unless the City has received the information required under section 4.1.3, above. Tax Grant disbursements by the City shall be based on actual Sales and Use Tax and Mixed Beverage Tax receipts disbursed to the City by the State of Texas.

4.2 Building Permit Fee Waiver. Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees to waive one hundred percent (100%) of the total fees that would otherwise be required to be paid to the City at the time of issuance of the building permit for the Project, excluding Impact Fees. Notwithstanding any fee waiver, the Company must still obtain all permits required by the City Code, including the Unified Development Code, for the Project.

4.3 Mural Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide an economic development grant to the Company in an amount equal to fifty percent (50%) of the actual cost of installation as set forth in the Mural Condition set forth in section 5.3,

below (the “Mural Grant”). The total amount of the Mural Grant shall not exceed **TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00)**. Company will be paid the one-time Mural Grant subject to the timing referenced in section 4.5.1, below.

4.4 Façade Improvements Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide an economic development grant to the Company in an amount equal to fifty percent (50%) of the Construction Costs for the renovation, replacement and/or installation of the following façade improvements made to the Property: signage, windows, fixtures, lighting, and door improvements, as shown in the site plan and elevations attached hereto as Attachment “B”, (the “Façade Improvements”). The Façade Improvements Grant shall not exceed **FORTY THOUSAND DOLLARS AND 00/100 (\$40,000.00)** (the “Façade Improvements Grant”). Company will be paid the one-time Façade Improvements Grant subject to the timing referenced in section 4.5.2, below.

4.5 Timing of Grants. The Company acknowledges that this Agreement makes an allowance for the grants provided for herein to be paid, subject to the terms and conditions of this Agreement, upon submittal of documents to the City in accordance with this Agreement. Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees that the grants will be paid in full to the Company, within forty-five (45) days of the timely and satisfactory receipt of the below-listed items, except as otherwise noted in this Agreement. Any deadlines outlined in this section may be extended by the City Manager in her reasonable discretion for up to one (1) year. Grant funds shall be disbursed as follows:

4.5.1 Mural Grant. Within forty-five (45) days following the date of Substantial Completion, the Company shall submit to the City all of the following: (1) a letter of request for payment, (2) Proof of Payment for all actual costs of the installation requirements set forth in the Mural Condition; (3) documentation of completion of the mural in accordance with the agreed-to design as set forth in section 5.3.1, below, and (4) any other documentation or information reasonably required by the City. Should the City Manager, in her reasonable discretion, determine that provided documentation of completion of the mural does not show completion in accordance with the approved final mural design, the Company shall be provided with written notice and thirty (30) days to cure and resubmit documentation of completion. If, upon resubmission of documentation of completion, the City Manager, in her reasonable discretion, again determines that provided documentation of completion of the mural does not show completion in accordance with the approved final

mural design, this shall be considered a failure to satisfy the terms and conditions of this Agreement for this incentive only, and the Mural Grant shall not be disbursed. This failure will not affect other incentives under this Agreement.

4.5.2 Façade Improvements Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the Company shall be paid the Façade Improvements Grant by the City in accordance with this Agreement, following Substantial Completion and the submission of required documents to the City. Within sixty (60) days following the date of Substantial Completion, the Company shall submit a written request for payment of the Façade Improvements Grant, along with Proof of Payment, to the City. **Failure to timely submit such request may delay or void reimbursement of the Façade Improvements Grant, at the City's sole discretion.** If, in the opinion of the City Manager, substantial progress has been made toward submitting the written request for payment, the City Manager may extend the date for submission by up to one (1) year in her reasonable discretion.

ARTICLE V AGREEMENT CONDITIONS

5.1 Required Use Condition. During the Term of this Agreement following Substantial Completion and continuing thereafter until expiration of this Agreement or earlier termination of same, the Property shall not be used for any purpose other than the Required Use.

5.2 Required Improvements Condition. During the Term of this Agreement prior to the date of Substantial Completion, Company shall complete the installation and construction of the Required Improvements in a manner consistent with the site plan and elevations attached hereto as Attachment “B”.

5.3 Mural Condition. On or before the date of Substantial Completion, the Company shall install or cause to be installed a mural on the west wall of the Building and shall maintain such mural during the Term of this Agreement as set forth herein (the “Mural Condition”).

5.3.1 Installation Requirements.

a. The mural shall comprise approximately 1,000 square feet of the total area of the wall.

b. The mural design must be materially consistent with the design attached hereto as Attachment “E”. If the installed mural is not materially consistent with the design attached hereto as Attachment “E”, the Company must either

correct the mural, within 14 days of notice by the City, to achieve compliance or forfeit the Mural Grant. The City shall determine, in its sole discretion, whether the mural is materially consistent with the design attached hereto as Attachment “E”.

5.3.2 Maintenance Requirements.

a. Company, at Company’s sole cost and expense, shall maintain, and if necessary, repair the mural during the term of this Agreement so that the mural shall remain in compliance with the design attached hereto as “Attachment E”. Such maintenance and repair shall include, but not be limited to: repainting faded, chipped, or peeling paint; repairing masonry work; and removing or covering graffiti.

b. Company may remove the mural if Company determines that the mural is suffering excessive damage or Company is unwilling or unable to maintain the mural as required herein. If Company removes the mural from the Property under the provisions of this section, Company shall restore the wall upon which the mural was installed to, at a minimum, its condition prior to mural installation. Removal shall be at the Company’s sole expense.

c. The City may require removal of the mural or any part thereof by the Company if the City Manager determines, in her reasonable discretion, that the mural is not being maintained and repaired as required by this Agreement, following written notice to Company and at least sixty (60) days to cure. Removal shall be at the Company’s sole expense.

d. Should the mural or any part thereof be removed for any reason during the Term of this Agreement, including removal required by section 5.3.1.c., above, Company shall be obligated to repay the City a portion of the Mural Grant, prorated by month, proportional to the time remaining in the Term.

5.4 Lease Agreement for Parking Spaces. Within sixty (60) business days of the Effective Date of this Agreement, the Parties shall enter into a lease agreement to lease the Parking Spaces to the City for a term of five (5) years with an option for City to renew the term for five (5) additional years (the “Lease Agreement”). Upon execution, the Lease Agreement shall be attached to this Agreement as **Attachment “C”**. The Lease shall be negotiated by the Parties and shall include the following:

5.4.1 Payments by the City. The Lease Agreement shall lease the Parking Spaces to the City in the amount of \$7,520 per year (\$39.17 per month / \$470 per year per parking space).

5.4.2 Access and Maintenance. The Lease (Attachment "C") shall provide, among other provisions, for the following:

a. During the term of the Lease (Attachment "C"), the Parking Spaces shall be accessible to the public seven (7) days a week, three hundred and sixty-five (365) days a year, unless otherwise mutually agreed by the Parties.

b. Written approval from the City, which shall not be unreasonably withheld, must be obtained before the Parking Spaces may be closed for maintenance, upgrades, or major repairs.

c. Company shall maintain the Parking Spaces during the term of the Lease Agreement (Attachment "C").

5.4.3 Lease of Property to a Third Party. If the Property is leased to a third party, Company shall ensure that the lessee is bound by all the terms and conditions of the Lease Agreement (Attachment "C").

5.4.4 Assignment of Lease. If the Property is sold, the Lease Agreement (Attachment "C") shall be assigned by Company to the new owner of the Property, and any assignee must agree to be bound by all the terms and conditions of the Lease Agreement (Attachment "C").

5.5 No Obligation. The City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Company. None of the City's obligations with respect to the incentives under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

5.6 Employment of Undocumented Workers. During the term of this Agreement, the Company or a branch, division, or department of the Company does not and will not knowingly employ any undocumented workers as defined in Tex. Govt. Code §2264.001. If the Company or a branch, division, or department of the Company is convicted of a violation under 8 U.S.C. §1324a(f), the Company shall repay the amount of the grants and any other funds received by the Company from the City, or fees waived by the City, under this Agreement as of the date of such violation not later than one hundred and twenty (120) days after the date the Company is notified by the City of a violation of this section, plus interest from the date the grants were paid to the

Company, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be as if it had been accruing from the date the grants were paid to the Company until the date the grants are repaid to the City. Pursuant to Section 2264.101(c), Tex. Gov't Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

ARTICLE VI TERMINATION

- 6.1 This Agreement may be terminated upon any one of the following:
 - 6.1.1 By written agreement of the Parties;
 - 6.1.2 By expiration of the Term;
 - 6.1.3 By the City, if the Company breaches any terms or conditions, as determined in the City's reasonable discretion, of this Agreement and such breach is not cured within sixty (60) days after receipt of written notice thereof from the City and the Company has not commenced curative action within such 60-day period and has not diligently pursued such curative action to a satisfactory completion;
 - 6.1.4 By the City, if the Company suffers an Event of Bankruptcy;
 - 6.1.5 By the City, if any taxes or fees owed to the City or the State of Texas by the Company shall become delinquent and payment of delinquent amounts is not made within sixty (60) days after receipt of written notice thereof (provided, however, the Company retains the right to timely and properly protest and contest any such taxes or fees); and
 - 6.1.6 By the City, within thirty (30) days of providing written notice to the Company if the Company is convicted of a violation of 8 U.S.C. §1324a(f) as determined by a court of competent jurisdiction or other competent authority; and
 - 6.1.7 As otherwise stated within this Agreement.
- 6.2 Refund of Grants and Waived Fees.
 - 6.2.1 In the event the Agreement is terminated by the City pursuant to section

6.1.3, 6.1.4, 6.1.5, or 6.1.7 of this Article, the Company shall pay back, within sixty (60) days of receiving written notice from the City, all grant funds received and all fees waived under this Agreement.

6.2.2 In the event the Agreement is terminated by the City pursuant to section 6.1.6, the Company shall, within one hundred and twenty (120) days after the date the Company is notified by the City of a violation, pay to the City the amounts specified in section 5.5 of this Agreement.

6.2.3 The requirements outlined in this section shall survive the termination of this Agreement.

ARTICLE VII MISCELLANEOUS

7.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement cannot be assigned by the Company unless written permission is first granted by the City Manager. Any assignment without such permission shall be void. Upon assignment, the assignee must agree to be bound by all terms and conditions of this Agreement.

7.2 Notwithstanding anything else to the contrary in this Agreement, if the performance of any obligations or requirements under this Agreement is delayed by reason of Force Majeure, the Company shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement may be extended for a period of time equal to the period the Company was delayed, subject to approval of the City Manager, in her reasonable discretion. Pursuant to this section, the Term and any other applicable periods may be extended, subject to the City Manager's approval, in her reasonable discretion, if necessary, to provide the Company the Building Permit Fee Waiver, Tax Grant, Mural Grant, and Façade Improvements Grant contemplated by this Agreement. Nothing in this subsection or this Agreement shall require the City Manager to extend the period of time applicable to any obligation, requirement, or grant hereunder, nor the Term of the Agreement. It is understood and agreed between the Parties that the Company, in performing its obligations hereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

7.3 The Company further agrees that the City, its agents and employees, shall have reasonable rights of access to the Property during the Term to ensure that the Required Improvements are in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations, as well as the continuing right, subject to the Company's reasonable security requirements, to ensure that the Property is thereafter maintained, operated, and occupied in accordance with all applicable agreements with the City, provided that with respect to matters concerning this Agreement (a) the City must give the Company notice of any such inspection, and (b) a representative of the Company shall have the right to accompany the agent or employee of the City when conducting such inspection. The notice requirements and right to accompany shall not apply to inspections to ensure compliance with applicable state and local laws and regulations, including any inspection necessary to issue required permits.

7.4 The City represents and warrants that the Property does not include any property that is owned by a member of the City Council having responsibility for the approval of this Agreement.

7.5 Any notice provided or permitted to be given under this Agreement must be in writing and may be served via email, read receipt requested, by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given by mail shall be deemed delivered three (3) days after the date deposited in the United States' mail. Notice delivered in person shall be effective upon receipt at the address of the addressee. Notice delivered by email will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed. If a party sending an email notice under this Agreement receives a machine-generated message that delivery has failed, for that notice to be valid the sender must no later than ten business days after sending the email message deliver a tangible copy of that notice as otherwise set forth herein. Communication, details, and notices concerning this Agreement shall be directed to the following representatives:

For the City by notice to:

City of Lewisville
Attn: Director of Economic Development

Email: economicdevelopment@cityoflewisville.com
151 W. Church Street
P.O. Box 299002
Lewisville, Texas 75057

For Company by notice to:

Nevermore Properties, LLC
Attn: Ryan Dickerson, CEO
Email: Ryan.Dickerson@NevermoreProperties.com
5304 River Hill Drive
Flower Mound, Texas 75022

Any party may change the address to which notices are to be sent by giving the other Parties written notice in the manner provided in this paragraph.

7.6 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement. This Agreement may be executed by facsimile transmission or email, in each case, with the same force and effect as originals.

7.7 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.8 Whenever the context requires, all words herein shall be deemed to include the male, female, and neuter gender, and singular words shall include the plural, and vice versa.

7.9 **THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY COMPANY'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF COMPANY, ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR**

OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7.10 This Agreement is governed by the laws of the State of Texas. Venue for any litigation arising from this Agreement shall lie in Denton County, Texas.

7.11 This Agreement may be modified or rescinded only by a writing signed by both Parties or their duly authorized agents.

7.12 No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

7.13 The City represents and warrants to the Company that this Agreement has been authorized by action of the Lewisville City Council, authorizing the City Manager to execute the Agreement on behalf of the City. Company represents and warrants that this Agreement has been approved by appropriate action of Company, and that the individual executing this Agreement on behalf of Company has been duly authorized to do so. This Agreement shall be binding on and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

7.14 Nothing in this Agreement shall constitute a waiver of the City's governmental immunity.

7.15 This Agreement shall be considered drafted equally by the Parties.

7.16 Where applicable, pursuant to Texas Government Code Chapter 2271, Company affirms that execution of this Agreement serves as written verification that Company: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.

This section shall not apply if Company employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

7.17 Where applicable, pursuant to Texas Government Code Chapter 2274, Company affirms that execution of this Agreement serves as written verification that Company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Company employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less

than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274. Any terms used in this section which are defined in Texas Government Code Chapter 2274 shall have the meaning given therein.

7.18 Where applicable, pursuant to Texas Government Code Chapter 2276, Company affirms that execution of this Agreement serves as written verification that Company: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.

This section shall not apply if Company employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2276.

7.19 To the extent allowed by law, the City will safeguard and keep from release any documents marked “proprietary” or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.

7.20 Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Company, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Company; and, neither the City nor its consultants have verified such information.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS, WHEREOF, we, the contracting Parties, by our duly authorized agents, hereto affix our signatures on the _____ day of _____, 2026.

CITY OF LEWISVILLE, TEXAS

Claire Powell, City Manager

ATTEST:

Jennifer Malone-Ippolito, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

**COMPANY:
NEVERMORE PROPERTIES, LLC**

DocuSigned by:
By: *Ryan Dickerson* _____
Name: 443803F54B33420...
Title: CEO

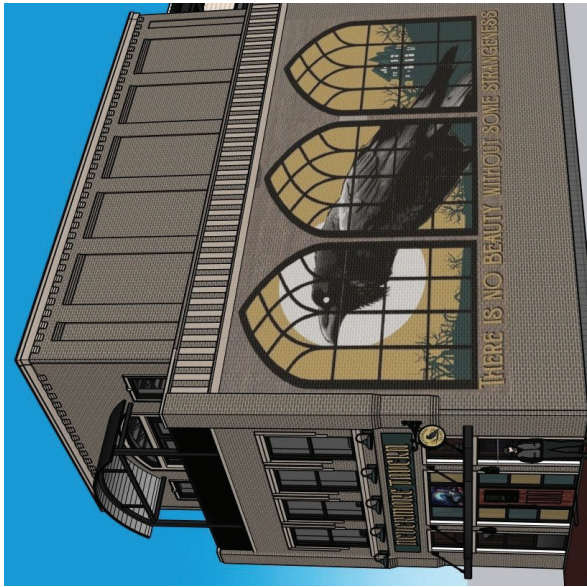
ATTACHMENTS:

- Attachment "A": Property Description
- Attachment "B": Site Plan and Elevations
- Attachment "C": Public Parking Lease
- Attachment "D": Annual Compliance Report
- Attachment "E": Mural Design

Attachment "A": Property Description

MAIN STREET SOUTH ADDITION BLK A LOT 1R

Attachment "B": Site Plan and Elevations



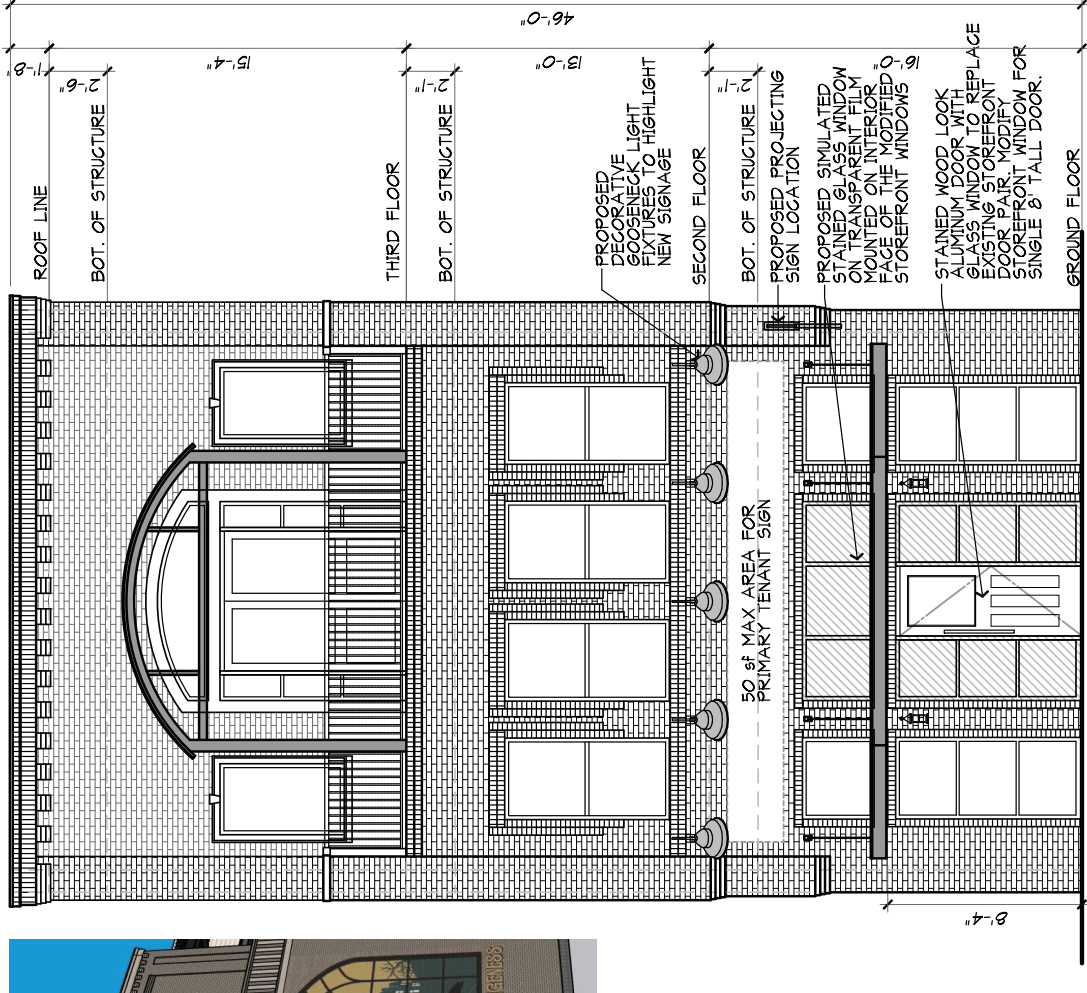
PROPOSED MURAL

SCALE: NOT TO SCALE



FRONT SIGNAGE RENDERING

SCALE: NOT TO SCALE



170 W. MAIN STREET, LEWISVILLE, TX 75057

FRONT ELEVATION EXHIBIT

SCALE: 3/16"=1'-0"

WRIGHT GROUP
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET
CARROLLTON, TEXAS
75006
(972) 242-1015

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION



PROJECTING SIGN RENDERING

SCALE: NOT TO SCALE

NEW COLOR SELECTIONS NOTE:

THE DESIGN INTENT FOR PAINT COLORS FOR NEW MATERIALS AND FIXTURE SELECTIONS IS TO MATCH EXISTING CONDITIONS OR SELECT COLORS THAT MATCH OR APPROXIMATE THOSE FROM THE SHERWIN WILLIAMS HERITAGE COLOR 1820-1920 COLLECTION.

THE GREEN IN THE RENDERINGS IS "ROCKWOOD DARK GREEN" 94259
THE YELLOW IN THE RENDERINGS IS "RENNICK GOLD" 94127

WRIGHT GROUP
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET
 CARROLLTON, TEXAS
 7 5 0 0 6
 (972) 242-1015

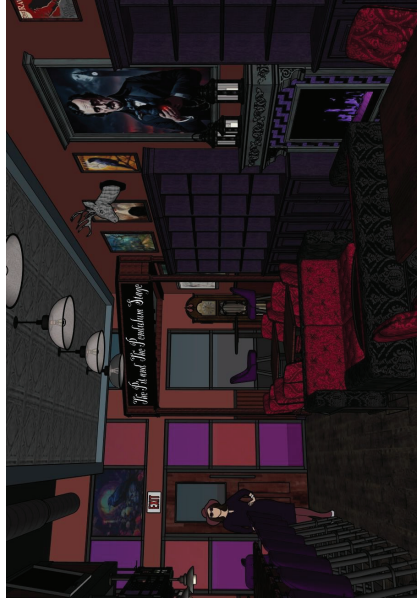
NOT FOR REGULATORY
 APPROVAL, PERMITTING,
 OR CONSTRUCTION



PLAN PERSPECTIVE
 SCALE: NOT TO SCALE



BAR SEATING
 SCALE: NOT TO SCALE



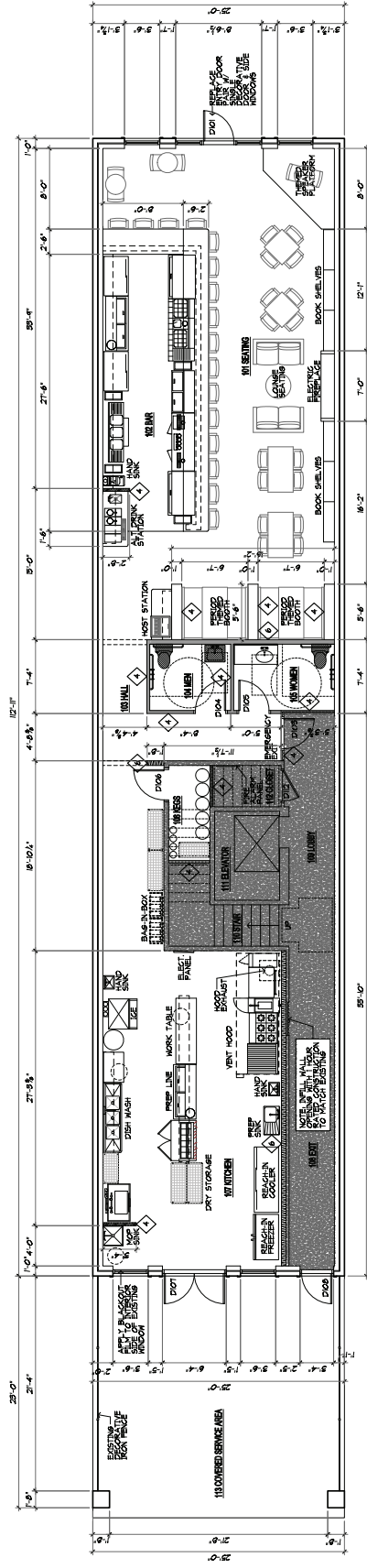
ENTRY - SPEAKER PLATFORM
 SCALE: NOT TO SCALE



FAUX FIREPLACE
 SCALE: NOT TO SCALE



BAR VIEW
 SCALE: NOT TO SCALE



NOT FOR REGULATORY
 APPROVAL, PERMITTING,
 OR CONSTRUCTION.

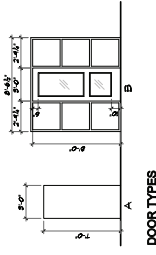
1 FIRST FLOOR PLAN
 SCALE: 3/16"=1'-0"

WALL TYPE LEGEND

[Symbol]	NON-ISOLATED INTERIOR PARTITIONS
[Symbol]	SOFT-FINISHING ISOLATED INTERIOR
[Symbol]	WOOD-PANED FIRE BARRIER WALL
[Symbol]	EXISTING WALL: 2x4 STUDS @ 16" O.C.
[Symbol]	WOOD FRAMED WALL: 2x6 STUDS @ 16" O.C.

PLAN NOTES

1. DIMENSIONS OF WALLS ARE TO FACE OF STUD FRAME OF CONCRETE OR MASONRY OR FINISH.
2. EXTEND WALLS IN AREAS THAT ARE OPEN TO ADJACENT AREAS UNLESS OTHERWISE NOTED.
3. UNLESS OTHERWISE NOTED, ALL WALLS SURROUNDING CEILING TO BE FINISHED WITH 5/8" GYPSUM BOARD OR EQUIVALENT.
4. REFER TO INTERIOR STEEL STUD SCHEDULE FOR INTERIOR METAL STUD SIZES, REFER TO BOV SCHEDULE FOR THROUGH-BOLT SIZES.



NEVERMORE TAVERN
 Tenant Improvements
 170 West Main Street
 Lewisville, Texas 75067

SHEET NO. A-201
 DATE: MONTH 00, 2025

SHEET NO. **A-201**

Attachment "C": Public Parking Lease
[To be attached]



City of Lewisville Annual Compliance Report

Company Name: _____

Company Address: _____

Phone: _____

E-mail: _____

Date on which Certificate of Occupancy was received: _____

Membership in the Lewisville Chamber of Commerce: Yes No

Please list the dollar amount and provide the paid receipts for the following:

Sales and Use Tax Value	
Sales and Use Tax Paid (City amount only)	
Mixed Beverage Tax Value	
Mixed Beverage Tax Paid (City amount only)	

Has the Nevermore bar and tavern been in operation within the last 12 months? Yes No

Additional Information to be Attached:
If applicable, a statement addressing any failure to meet requirements of the Economic Development Agreement
Letter of request for the Economic Development Agreement Grant/Rebate plus supporting documentation

I certify that, to the best of my knowledge, the information and attachments provided herein are true and accurate and in compliance with the terms of the Economic Development agreement with the City Of Lewisville.	
_____	_____
Name of Certifying Officer	Title
_____	_____
Signature of Certifying Officer	Date

Attachment "E": Mural Design



PROPOSED MURAL

SCALE: NOT TO SCALE