

**CONSENT TO ASSIGNMENT
AND ASSUMPTION AGREEMENTS**

The City of Chandler hereby consents to the foregoing Assignment and Assumption of Ground Lease, Assignment and Assumption of GPLET Lease, Assignment of License Agreement, Partial Assignment and Assumption of Development Agreement, assigning the rights and obligations of Overstreet Project, LLC, a Nevada limited liability company to Ass Kickin' Ranch L.L.C., a South Dakota limited liability company.

Approved as to form:

Kelly Y. Schwab, City Attorney



By: _____
Joshua H. Wright, Acting City Manager

STATE OF ARIZONA)
) ss
County of Maricopa)

On this ____ day of _____, 2021, before me appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of the City of Chandler, Arizona, an Arizona municipal corporation, and that the above Consent to Assignment and Assumption Agreements was signed on behalf of said corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission Expires:

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("**Assignment**") is made this ____ day of _____, 2021 ("**Effective Date**"), by and between OVERSTREET PROJECT, LLC, a Nevada limited liability company ("**Assignor**") and Ass Kickin' Ranch L.L.C., a South Dakota limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**Landlord**") leased to DT Chandler, LLC ("**Predecessor-in-Interest**") certain land located in Chandler, Arizona pursuant to the Ground Lease dated March 29, 2017, as amended by that certain First Amendment to Ground Lease dated October 24, 2017, as amended and restated by that certain Amended and Restated Ground Lease dated December 12, 2019 (collectively, the "**Ground Lease**").

B. On or about November 16, 2021, Predecessor-in-Interest assigned the Ground Lease to Assignor;

C. Assignor desires to assign the Ground Lease to Assignee and Assignee desires to accept the assignment of the Ground Lease from Assignor and assume all of the obligations of Assignor under the Ground Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee all right, title and interest in the Ground Lease to Assignee and Assignee accepts from Assignor all right, title and interest.

2. Assignee hereby assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the Ground Lease from and after the Effective Date, including but not limited to, the making of all payments due to or payable on behalf of Landlord under the Ground Lease as they become due and payable.

3. Assignor warrants to Assignee that as of the Effective Date:

- (i) Assignor is a party to the Ground Lease;
- (ii) there exists no default in any of the terms, conditions, covenants or other provisions of the Ground Lease;
- (iii) Assignor has full and lawful authority to assign the Ground Lease to Assignee.;
- (iv) the Ground Lease is free from all encumbrances made by Assignor and that Assignor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Assignor, but against none other.

4. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise from Assignor's breach of the Ground Lease with respect to any period existing on or prior to the Effective Date.

5. Assignee shall indemnify, defend and save Assignor harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise under the Ground Lease from and after the Effective Date.

6. This Assignment shall be construed under the laws of the State of Arizona without regard to conflicts of law provisions.

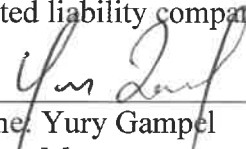
7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

8. This Assignment may be modified only in writing, signed by Assignor and Assignee, or their respective heirs, successors or assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

Overstreet Project, LLC, a Nevada
limited liability company

By: 

Name: Yury Gampel

Title: Manager

ASSIGNEE:

Ass Kickin' Ranch L.L.C., a South Dakota limited
liability company

By: 

Name: Jeff Jacobs

Title: manager

ASSIGNMENT AND ASSUMPTION OF GPLET LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GPLET LEASE ("**Assignment**") is made this ____ day of _____, 2021 ("**Effective Date**"), by and between OVERSTREET PROJECT, LLC, a Nevada limited liability company ("**Assignor**") and Ass Kickin' Ranch L.L.C., a South Dakota limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**Landlord**") leased to DT Chandler, LLC ("**Predecessor-in-Interest**") certain land and improvements located in Chandler, Arizona pursuant to the Land and Improvements Lease for Site 3, Parcels 2C, 2D and 5 dated March 29, 2019 (the "**GPLET Lease**").

B. On or about November 16, 2020, Predecessor-in-Interest assigned the GPLET Lease to Assignor.

C. Assignor desires to assign the GPLET Lease to Assignee and Assignee desires to accept the assignment of the GPLET Lease from Assignor and assume all of the obligations of Assignor under the GPLET Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee all right, title and interest in the GPLET Lease to Assignee and Assignee accepts from Assignor all right, title and interest.

2. Assignee hereby assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the GPLET Lease from and after the Effective Date, including but not limited to, the making of all payments due to or payable on behalf of Landlord under the GPLET Lease as they become due and payable.

3. Assignor warrants to Assignee that as of the Effective Date:

- (i) Assignor is a party to the GPLET Lease;
- (ii) there exists no default in any of the terms, conditions, covenants or other provisions of the GPLET Lease;
- (iii) Assignor has full and lawful authority to assign the GPLET Lease to Assignee;
- (iv) the GPLET Lease is free from all encumbrances made by Assignor and that Assignor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Assignor, but against none other.

4. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise from Assignor's breach of the GPLET Lease with respect to any period existing on or prior to the Effective Date.

5. Assignee shall indemnify, defend and save Assignor harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise under the GPLET Lease from and after the Effective Date.

6. This Assignment shall be construed under the laws of the State of Arizona without regard to conflicts of law provisions.

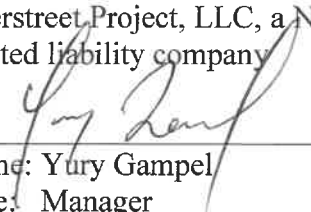
7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

8. This Assignment may be modified only in writing, signed by Assignor and Assignee, or their respective heirs, successors or assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

Overstreet Project, LLC, a Nevada
limited liability company

By: 

Name: Yury Gampel

Title: Manager

ASSIGNEE:

Ass Kickin' Ranch L.L.C., a South Dakota
limited liability company

By: 

Name: Jeff Jacobus

Title: Manager

ASSIGNMENT OF LICENSE AGREEMENT

THIS ASSIGNMENT OF LICENSE AGREEMENT ("Assignment") is made this ____ day of _____, 2021 ("**Effective Date**"), by and between OVERSTREET PROJECT, LLC, a Nevada limited liability company ("**Assignor**") and Ass Kickin' Ranch L.L.C., a South Dakota limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**Landlord**") granted to DT Chandler, LLC ("**Predecessor-in-Interest**") and its employees, agents, representatives, contractors and invitees an exclusive license to enter upon and use a portion of an alleyway owned by Landlord and located in Chandler, Arizona pursuant to that certain License Agreement for Use of Public Alleyway with a License Effective Date of September 4, 2018, as amended and restated by that certain Amended and Restated License Agreement for Use of Public Alleyway dated December 12, 2019 (collectively, the "**License Agreement**").

B. On or about November 16, 2020, Predecessor-in-Interest assigned the License Agreement to Assignor;

C. Assignor desires to assign the License Agreement to Assignee and Assignee desires to accept the assignment of the License Agreement from Assignor and assume all of the obligations of Assignor under the License Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee all right, title and interest in the License Agreement to Assignee and Assignee accepts from Assignor all right, title and interest.

2. Assignee hereby assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the License Agreement from and after the Effective Date, including but not limited to, the making of all payments due to or payable on behalf of Landlord under the License Agreement as they become due and payable.

3. Assignor warrants to Assignee that as of the Effective Date:

- (i) Assignor is a party to the License Agreement;
- (ii) there exists no default in any of the terms, conditions, covenants or other provisions of the License Agreement;
- (iii) Assignor has full and lawful authority to assign the License Agreement to Assignee;
- (iv) the License Agreement is free from all encumbrances made by Assignor and that Assignor will warrant and defend the same against the lawful

claims and demands of all persons claiming by, through or under Assignor, but against none other.

4. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise from Assignor's breach of the License Agreement with respect to any period existing on or prior to the Effective Date.

5. Assignee shall indemnify, defend and save Assignor harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise under the License Agreement from and after the Effective Date.

6. This Assignment shall be construed under the laws of the State of Arizona without regard to conflicts of law provisions.

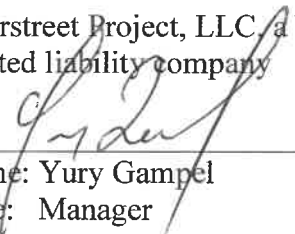
7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

8. This Assignment may be modified only in writing, signed by Assignor and Assignee, or their respective heirs, successors or assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

Overstreet Project, LLC, a Nevada
limited liability company

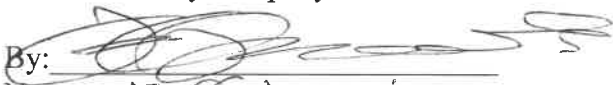
By: 

Name: Yury Gampel

Title: Manager

ASSIGNEE:

Ass Kickin' Ranch L.L.C., a South Dakota
limited liability company

By: 

Name: Jeff Jacoby

Title: Manager

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT ("**Assignment**") is made this ____ day of _____, 2021 ("**Effective Date**"), by and between OVERSTREET PROJECT, LLC, a Nevada limited liability company ("**Assignor**") and Ass Kickin' Ranch L.L.C., a South Dakota limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**City**") and DT Chandler, LLC ("**Predecessor-in-Interest**") entered into a Development Agreement and Option Agreement recorded February 27, 2017 as Document No. 2017-0139389, as amended by that First Amendment to Development Agreement recorded July 25, 2017 as Document No. 2017-0542437, and as further amended by that Second Amendment to Development Agreement (the "**Second Amendment**") recorded December 26, 2019 as Document No. 2019-1048045 (collectively, the "**Development Agreement**"), pursuant to which Predecessor-in-Interest had constructed a real estate project located at the southwest corner of Chandler Boulevard and Arizona Avenue commonly known as Overstreet (the "**Project**"). Pursuant to the Development Agreement, the Project generally consists of (i) the Cinema Site (including the Cinema Alleyway), (ii) the Retail/Office Site (including the Retail/Office Alleyway), and (iii) the Remainder Site. Capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Development Agreement.

B. On or about November 16, 2020, Predecessor-in-Interest assigned to Assignor, all of the rights and obligations of Predecessor-in-Interest under the Development Agreement which were allocated or applicable to the Retail/Office Site, including, without limitation, all rights to purchase the land and improvements which are included as part of the Retail/Office Site (collectively, the "**Assigned Rights**"). The rights and/or obligations under the Development Agreement, which were expressly allocated to the Cinema Site or the Remainder Site, as well as certain rights or which were reserved to Developer pursuant to Section 6 of the Second Amendment, had been expressly excluded from the Assigned Rights.

D. Assignor desires to assign the Assigned Rights under the Development Agreement to Assignee and Assignee desires to accept the assignment of the Assigned Rights under the Development Agreement from Assignor and assume all of the obligations of Assignor thereunder.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers all right, title and interest of Assignor in and to the Assigned Rights to Assignee, and Assignee accepts from Assignor all right, title and interest in and to the Assigned Rights.

2. Assignee hereby assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor with respect to the Assigned Rights from and after the Effective Date, including but not limited to, the making of all payments due to or payable on behalf of Developer under the Development Agreement with respect to the Assigned Rights as they become due and payable.

3. Assignor warrants to Assignee that as of the Effective Date:

- (v) Assignor is a party to the Development Agreement;
- (vi) there exists no default in any of the terms, conditions, covenants or other provisions of the Development Agreement;
- (vii) Assignor has full and lawful authority to assign the Assigned Rights to Assignee;
- (viii) the Development Agreement is free from all encumbrances made by Assignor and that Assignor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Assignor, but against none other.

4. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise from Assignor's failure to fulfill its obligations under the Development Agreement with respect to the Assigned Rights with respect to any period existing on or prior to the Effective Date.

5. Assignee shall indemnify, defend and save Assignor harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise from Assignee's failure to fulfill its obligations under the Development Agreement with respect to the Assigned Rights from and after the Effective Date.

6. This Assignment shall be construed under the laws of the State of Arizona without regard to conflicts of law provisions.

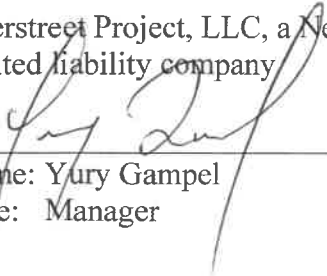
7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

8. This Assignment may be modified only in writing, signed by Assignor and Assignee, or their respective heirs, successors or assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

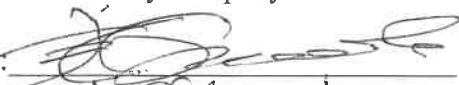
Overstreet Project, LLC, a Nevada
limited liability company

By: 

Name: Yury Gampel
Title: Manager

ASSIGNEE:

Ass Kickin' Ranch L.L.C., a South Dakota
limited liability company

By: 

Name: Jeff Jacob
Title: Manager