

**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, and Partial Assignment and Assumption of Development Agreement, assigning the rights and obligations of DT Chandler, LLC, an Arizona limited liability company to AZ Management & Investments, LLC, an Arizona limited liability company.

Approved as to form:

Kelly Y. Schwab, City Attorney *TA*

By: _____
Joshua H. Wright, Acting City Manager

STATE OF ARIZONA)
) ss
County of Maricopa)

On ____ day of _____ 2021, before me _____, a notary public, personally appeared Joshua H. Wright, Acting City Manager of the City of Chandler, Arizona, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged they executed the same.

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 DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**Landlord**") leased to Assignor approximately .902 acres of land located in Chandler, Arizona pursuant to the Ground Lease dated March 29th, 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. Assignor desires to assign the Ground Lease to Assignee and Assignee desires to accept the assignment and 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 entered into 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.
4. Assignor shall indemnify 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.

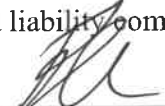
7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

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.

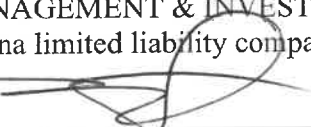
ASSIGNOR:

DT CHANDLER, LLC, an Arizona
limited liability company

By: 
Name: Bret Anderson
Title: Manager

ASSIGNEE:

AZ MANAGEMENT & INVESTMENTS, LLC,
an Arizona limited liability company

By: 
Name: Michael Ennabe
Title: Managing Member

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 DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**Landlord**") leased to Assignor certain land and improvements located in Chandler, Arizona pursuant to the Land and Improvements Lease for Site 3, Parcels 2A and 2B dated March 29, 2019 (the "**GPLET Lease**").

B. Assignor desires to assign the GPLET Lease to Assignee and Assignee desires to accept the assignment and 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 entered into 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.

4. Assignor shall indemnify 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.

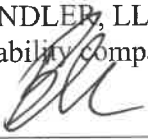
7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

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.

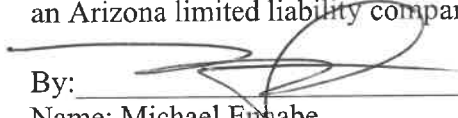
ASSIGNOR:

DT CHANDLER, LLC, an Arizona
limited liability company

By: 
Name: Bret Anderson
Title: Manager

ASSIGNEE:

AZ MANAGEMENT & INVESTMENTS, LLC,
an Arizona limited liability company

By: 
Name: Michael Emabe
Title: Managing Member

ASSIGNMENT OF LICENSE AGREEMENT

THIS ASSIGNMENT OF LICENSE AGREEMENT ("Assignment") is made this ____ day of _____, 2021 ("Effective Date"), by and between DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**Landlord**") granted to Assignor 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. Assignor desires to assign the License Agreement to Assignee and Assignee desires to accept the assignment and 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 entered into 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.

4. Assignor shall indemnify 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.

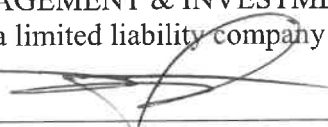
ASSIGNOR:

DT CHANDLER LLC, an Arizona limited liability company

By: 
Name: Bret Anderson
Title: Manager

ASSIGNEE:

AZ MANAGEMENT & INVESTMENTS, LLC,
an Arizona limited liability company

By: 
Name: Michael Ennabe
Title: Managing Member

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 DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**City**") and Assignor are parties to a Development Agreement and Option Agreement recorded February 27, 2017 at 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 Assignor has 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. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of the rights and obligations of Assignor under the Development Agreement which are allocated or applicable to the Cinema Site, including, without limitation, all rights of Assignor to purchase the land and improvements which are included as part of the Cinema Site (collectively, the "**Assigned Rights**"). The Assigned Rights shall not include any rights and/or obligations under the Development Agreement which are expressly allocated to the Office/Retail Site or the Remainder Site, or which are reserved to Developer pursuant to Section 6 of the Second Amendment.

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:

- (iv) Assignor entered into the Development Agreement;
- (v) there exists no default in any of the terms, conditions, covenants or other provisions of the Development Agreement;
- (vi) Assignor has full and lawful authority to assign the Assigned Rights to Assignee.

4. Assignor shall indemnify 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.

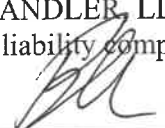
7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

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.

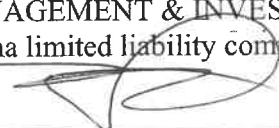
ASSIGNOR:

DT CHANDLER, LLC, an Arizona
limited liability company

By: 
Name: Bret Anderson
Title: Manager

ASSIGNEE:

AZ MANAGEMENT & INVESTMENTS, LLC,
an Arizona limited liability company

By: 
Name: Michael Ennabe
Title: Managing Member