

**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 DT Chandler, LLC, an Arizona limited liability company to Overstreet Project, LLC, a Nevada limited liability company.

Approved as to form:



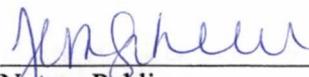
Kelly Y. Schwab, City Attorney TA

By: Marsha Reed
Chandler, City Manager

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 16th day of November, 2020, before me appeared Marsha Reed, to me personally known, who being by me duly sworn, did say that he/she is the City Manager 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.

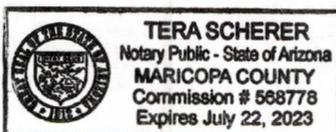
In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public

My Commission Expires:

7/22/2023



ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("**Assignment**") is made this ____ day of November, 2020 ("**Effective Date**"), by and between DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and OVERSTREET PROJECT, LLC, a Nevada limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**Landlord**") leased to Assignor approximately 1.05 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 12th, 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, 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.

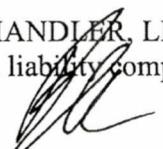
7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

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:

DT CHANDLER, LLC, an Arizona
limited liability company

By: 
Name: Bret Anderson
Title: Manager

ASSIGNEE:

OVERSTREET PROJECT, LLC,
a Nevada limited liability company

By: 
Name: Yury Gampel
Title: Manager

SIGNED IN
COUNTERPART

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.

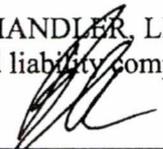
7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

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

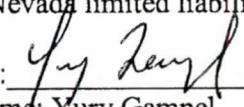
By:  _____

Name: Bret Anderson

Title: Manager

ASSIGNEE:

OVERSTREET PROJECT, LLC,
a Nevada limited liability company

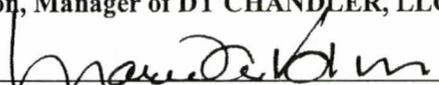
By:  _____

Name: Yury Gampel

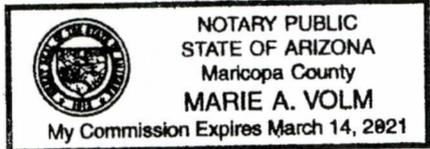
Title: Manager

STATE OF ARIZONA }
 } ss.
COUNTY OF MARICOPA }

This instrument was acknowledged before me this 13 day of November, 2020 by Bret Anderson, Manager of DT CHANDLER, LLC, an Arizona limited liability company.



Notary Public



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 11/13/2020 before me, Elena Rabinovich, Notary Public
(insert name and title of the officer)

personally appeared Yury Gampel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

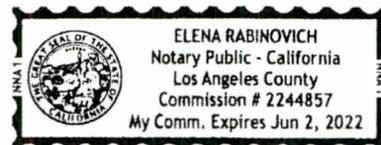
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



LEGAL DESCRIPTION

PARCEL NO. 1:

Lots 2C, 2D, and 5, of the Final Plat for "Downtown Chandler", according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1497 of Maps, Page 37.

PARCEL NO. 2 (25' Public Alleyway):

A portion of that certain North/South alley right of way as shown on the Final Plat for San Marcos Commons as recorded in Book 865 of Maps, Page 18, and as set forth in License Agreement recorded January 15, 2019 in Document No. 2019-0028424 and Amended and Restated License Agreement recorded December 30, 2019 in Document No. 2019-1057206 records of Maricopa County, Arizona, being a part of the Northeast quarter of Section 33, Township 1 South, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in a hand hole, marking the Northeast corner of said Section 33, from which a brass cap flush at the intersection of Chandler Boulevard and Oregon Street bears South 89° 38' 04" West, a distance of 409.95 feet;

THENCE South 89° 38' 04" West, along the center line of Chandler Boulevard, a distance of 195.00 feet;

THENCE South 00° 40' 46" West, a distance of 212.74 feet to a point on the East line of that certain North/South alley right of way, said point also being the POINT OF BEGINNING;

THENCE South 00° 40' 46" West, along said East line, a distance of 165.66 feet;

THENCE South 89° 47' 02" West, a distance of 25.00 feet;

THENCE North 00° 40' 46" East, along the West line of that certain North/South alley right of way, a distance of 183.50 feet;

THENCE North 89° 47' 02" East, a distance of 20.02 feet;

THENCE South 00° 12' 58" East, a distance of 17.84 feet;

THENCE North 89° 47' 02" East, a distance of 4.70 feet to the POINT OF BEGINNING.

ASSIGNMENT AND ASSUMPTION OF GPLET LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GPLET LEASE ("**Assignment**") is made this ____ day of November, 2020 ("**Effective Date**"), by and between DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and OVERSTREET PROJECT, LLC, a Nevada 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 2C, 2D and 5 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, 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.

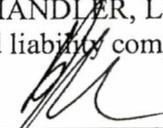
7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

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:

DT CHANDLER, LLC, an Arizona
limited liability company

By: 
Name: Bret Anderson
Title: Manager

ASSIGNEE:

OVERSTREET PROJECT, LLC,
a Nevada limited liability company

SIGNED IN
By: _____ COUNTERPART
Name: Yury Gampel
Title: Manager

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:

OVERSTREET PROJECT, LLC,
a Nevada limited liability company

By: _____

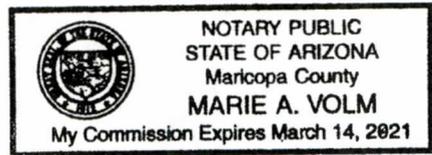
Name: Yury Gampel

Title: Manager

STATE OF ARIZONA }
 } ss.
COUNTY OF MARICOPA }

This instrument was acknowledged before me this 13 day of November, 2020 by Bret Anderson, Manager of DT CHANDLER, LLC, an Arizona limited liability company.

Marie A. Volm
Notary Public



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 11/13/2020 before me, Elena Rabinovich, Notary Public
(insert name and title of the officer)

personally appeared Yury Gampel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

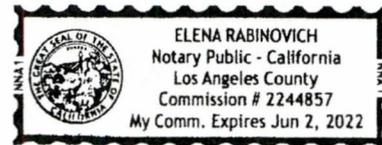
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



LEGAL DESCRIPTION

PARCEL NO. 1:

Lots 2C, 2D, and 5, of the Final Plat for "Downtown Chandler", according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1497 of Maps, Page 37.

PARCEL NO. 2 (25' Public Alleyway):

A portion of that certain North/South alley right of way as shown on the Final Plat for San Marcos Commons as recorded in Book 865 of Maps, Page 18, and as set forth in License Agreement recorded January 15, 2019 in Document No. 2019-0028424 and Amended and Restated License Agreement recorded December 30, 2019 in Document No. 2019-1057206 records of Maricopa County, Arizona, being a part of the Northeast quarter of Section 33, Township 1 South, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in a hand hole, marking the Northeast corner of said Section 33, from which a brass cap flush at the intersection of Chandler Boulevard and Oregon Street bears South 89° 38' 04" West, a distance of 409.95 feet;

THENCE South 89° 38' 04" West, along the center line of Chandler Boulevard, a distance of 195.00 feet;

THENCE South 00° 40' 46" West, a distance of 212.74 feet to a point on the East line of that certain North/South alley right of way, said point also being the POINT OF BEGINNING;

THENCE South 00° 40' 46" West, along said East line, a distance of 165.66 feet;

THENCE South 89° 47' 02" West, a distance of 25.00 feet;

THENCE North 00° 40' 46" East, along the West line of that certain North/South alley right of way, a distance of 183.50 feet;

THENCE North 89° 47' 02" East, a distance of 20.02 feet;

THENCE South 00° 12' 58" East, a distance of 17.84 feet;

THENCE North 89° 47' 02" East, a distance of 4.70 feet to the POINT OF BEGINNING.

ASSIGNMENT OF LICENSE AGREEMENT

THIS ASSIGNMENT OF LICENSE AGREEMENT ("Assignment") is made this ____ day of ~~November~~ 2020 ("Effective Date"), by and between DT CHANDLER, LLC, an Arizona limited liability company ("Assignor") and OVERSTREET PROJECT, LLC, a Nevada 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 12th, 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, 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.

- (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, 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:

DT CHANDLER, LLC, an Arizona
limited liability company

By: 
Name: Bret Anderson
Title: Manager

ASSIGNEE:

OVERSTREET PROJECT, LLC,
a Nevada limited liability company

By: 
Name: Yury Gampel
Title: Manager

SIGNED IN
COUNTERPART

- (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, 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.

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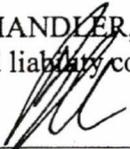
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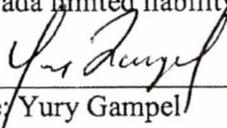
ASSIGNOR:

DT CHANDLER, LLC, an Arizona
limited liability company

By: 
Name: Bret Anderson
Title: Manager

ASSIGNEE:

OVERSTREET PROJECT, LLC,
a Nevada limited liability company

By: 
Name: Yury Gampel
Title: Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 11/13/2020 before me, Elena Rabinovich, Notary Public
(insert name and title of the officer)

personally appeared Yury Gampel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

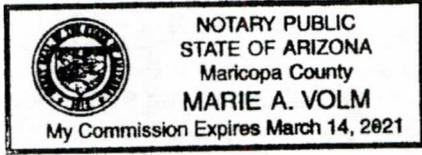
Signature  (Seal)



STATE OF ARIZONA }
 } ss.
COUNTY OF MARICOPA }

This instrument was acknowledged before me this 13 day of November, 2020 by Bret Anderson, Manager of DT CHANDLER, LLC, an Arizona limited liability company.

Marie A. Volm
Notary Public



LEGAL DESCRIPTION

PARCEL NO. 1:

Lots 2C, 2D, and 5, of the Final Plat for "Downtown Chandler", according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1497 of Maps, Page 37.

PARCEL NO. 2 (25' Public Alleyway):

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COMMENCING at a brass cap in a hand hole, marking the Northeast corner of said Section 33, from which a brass cap flush at the intersection of Chandler Boulevard and Oregon Street bears South 89° 38' 04" West, a distance of 409.95 feet;

THENCE South 89° 38' 04" West, along the center line of Chandler Boulevard, a distance of 195.00 feet;

THENCE South 00° 40' 46" West, a distance of 212.74 feet to a point on the East line of that certain North/South alley right of way, said point also being the POINT OF BEGINNING;

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THENCE South 89° 47' 02" West, a distance of 25.00 feet;

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THENCE North 89° 47' 02" East, a distance of 20.02 feet;

THENCE South 00° 12' 58" East, a distance of 17.84 feet;

THENCE North 89° 47' 02" East, a distance of 4.70 feet to the POINT OF BEGINNING.

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT ("**Assignment**") is made this ____ day of **November**, 2020 ("**Effective Date**"), by and between DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and OVERSTREET PROJECT, LLC, a Nevada 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 Retail/Office Site, including, without limitation, all rights of Assignor to purchase the land and improvements which are included as part of the Retail/Office 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 Cinema 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:

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.

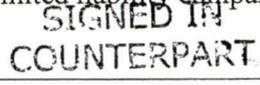
ASSIGNOR:

DT CHANDLER, LLC, an Arizona limited liability company

By: 
Name: Bret Anderson
Title: Manager

ASSIGNEE:

OVERSTREET PROJECT, LLC,
a Nevada limited liability company

By: 
Name: Yury Gampel
Title: Manager

SIGNED IN
COUNTERPART

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.

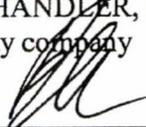
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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

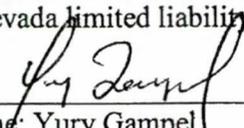
ASSIGNOR:

DT CHANDLER, LLC, an Arizona limited liability company

By: 
Name: Bret Anderson
Title: Manager

ASSIGNEE:

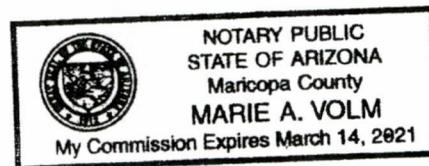
OVERSTREET PROJECT, LLC,
a Nevada limited liability company

By: 
Name: Yury Gampel
Title: Manager

STATE OF ARIZONA }
 } ss.
COUNTY OF MARICOPA }

This instrument was acknowledged before me this 13 day of November, 2020 by Bret Anderson, Manager of DT CHANDLER, LLC, an Arizona limited liability company.

Marie A. Volm
Notary Public



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 11/13/2020 before me, Elena Rabinovich, Notary Public
(insert name and title of the officer)

personally appeared Yury Gampel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

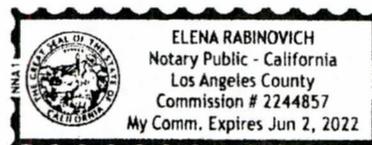
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



LEGAL DESCRIPTION

PARCEL NO. 1:

Lots 2C, 2D, and 5, of the Final Plat for "Downtown Chandler", according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1497 of Maps, Page 37.

PARCEL NO. 2 (25' Public Alleyway):

A portion of that certain North/South alley right of way as shown on the Final Plat for San Marcos Commons as recorded in Book 865 of Maps, Page 18, and as set forth in License Agreement recorded January 15, 2019 in Document No. 2019-0028424 and Amended and Restated License Agreement recorded December 30, 2019 in Document No. 2019-1057206 records of Maricopa County, Arizona, being a part of the Northeast quarter of Section 33, Township 1 South, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in a hand hole, marking the Northeast corner of said Section 33, from which a brass cap flush at the intersection of Chandler Boulevard and Oregon Street bears South 89° 38' 04" West, a distance of 409.95 feet;

THENCE South 89° 38' 04" West, along the center line of Chandler Boulevard, a distance of 195.00 feet;

THENCE South 00° 40' 46" West, a distance of 212.74 feet to a point on the East line of that certain North/South alley right of way, said point also being the POINT OF BEGINNING;

THENCE South 00° 40' 46" West, along said East line, a distance of 165.66 feet;

THENCE South 89° 47' 02" West, a distance of 25.00 feet;

THENCE North 00° 40' 46" East, along the West line of that certain North/South alley right of way, a distance of 183.50 feet;

THENCE North 89° 47' 02" East, a distance of 20.02 feet;

THENCE South 00° 12' 58" East, a distance of 17.84 feet;

THENCE North 89° 47' 02" East, a distance of 4.70 feet to the POINT OF BEGINNING.