ASSIGNMENT TO REVOCABLE LICENSE AND MAINTENANCE AGREEMENT

This ASSIGNMENT TO REVOCABLE LICENSE AND MAINTENANCE AGREEMENT (this “Assignment”) is made and entered into this 4th day of December, 2018 (“Effective Date”), by and between SAMM Boulevard LLC, a Nevada limited liability company (“Assignor”), DBJM Las Vegas Blvd 5.46, LLC, a Texas limited liability company (“Assignee”), and the COUNTY OF CLARK, a political subdivision of the State of Nevada (the “County”). Each of the above is a “Party” and collectively are “Parties” to this Agreement.

RECITALS

A. The County and Assignor entered into a Revocable License and Maintenance Agreement dated September 26, 2014, recorded in the Clark County Nevada Recorder’s Office as Instrument No. 20140926-0002635 (the “License Agreement”) for the purpose of allowing the Assignor to construct and maintain Non-Standard Improvements consisting of landscaping within and over a right-of-way owned by the County;

B. Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor, that certain real property described in said deed (the “Property”) conveying the Property described in Exhibit “A” of the License Agreement from Assignor to Assignee, as reflected in said deed recorded in the Clark County Recorder’s Office as Instrument No. 201211150001794 attached hereto as Exhibit 1.

C. Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and accept from Assignor, Assignor's rights and obligations under the License Agreement arising from and after the Effective Date of this Assignment.

NOW, THEREFORE, in consideration of the several and mutual promises, agreements, covenants, understandings, undertakings, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties further covenant and agree as follows:
AGREEMENT

1. The parties agree that the Recitals are true and correct and by this reference incorporated herein as if fully set forth.

2. As of the Effective Date, Assignor hereby assigns and transfers to Assignee, and Assignee hereby assumes and accepts, all of Assignor's rights and obligations under the License Agreement arising from and after the Effective Date.

3. Assignee agrees to be bound by, and subject to, the terms of the entire License Agreement and comply fully with each and every term, condition, right, restriction, duty and obligation of Assignor pursuant to the License Agreement and this Assignment, including but not limited to the insurance, indemnity, revocation and cash deposit provisions of the License Agreement.

4. Assignee hereby agrees to provide the County with certificates of insurance, as required by the License Agreement, at the time Assignee executes this Assignment.

5. Assignor hereby agrees that the cash deposit required in the License Agreement will remain with the County and will continue to be utilized by the County pursuant to the terms of the License Agreement. Upon completion of the License Agreement or termination or revocation of the License Agreement, any unused funds, if any, comprising the cash deposit will be returned to Assignee pursuant to the terms and conditions of the License Agreement.

6. Assignee hereby agrees that it will be responsible for all liabilities, terms, conditions, obligations, commitments, indemnities and duties of Assignor under the License Agreement arising from and after the Effective Date, and Assignor hereby agrees that it will be responsible for any and all liabilities, terms, conditions, obligations, commitments, indemnities and duties which arose under the License Agreement prior to the Effective Date.

7. Assignee hereby agrees to indemnify, defend and hold harmless the County from and against any liability, claims, demands, causes of action, injuries, attorneys' fees and costs arising out of or related to this Assignment arising from and after the Effective Date.

8. Assignor hereby agrees that it will be responsible for all liabilities, terms, conditions, obligations, commitments, indemnities and duties under the License Agreement that pre-date the Effective Date.

9. County hereby consents to and approves of the assignment of the License Agreement contemplated hereunder to Assignee in all respects, including as required under Section 15 of the License Agreement.

10. This Assignment will be recorded in the office of the County Recorder for the County and all of the terms, covenants, conditions, and provisions herein are expressly for the benefit of, and binding upon, the parties hereto, and the respective heirs, successors, successors in interest and assigns, or anyone claiming under them as owners, of the land described in Exhibit "A" of the License Agreement.
11. Assignee and Assignor agree not to bring any cause of action, claim, suit or demand of any nature against the County related to or arising out of or based on any terms and conditions of this Assignment.

12. This Assignment shall be construed in accordance with and governed by the laws of the State of Nevada.

13. This Assignment may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. The illegality or invalidity of any provision of this Assignment will not affect the validity of the remainder of this Assignment.

15. No amendment or modification of this Assignment shall be deemed effective unless and until it is an express writing executed by both Assignor and Assignee. This Assignment constitutes the entire agreement between the parties and will not be modified unless in writing and signed by all parties.

16. No term or provision of this Assignment is intended to benefit any person, partnership, corporation or other entity not a party hereto (including without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

[Signature page to follow]
IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

ASSIGNOR:

SAMM Boulevard LLC,
a Nevada limited liability company

By: ________________________
Title: _______________________
Date: _______________________

STATE OF ___________
COUNTY OF ___________

This instrument was acknowledged before me on ___________, 2018, by ________________________, as ____________________ of SAMM Boulevard LLC.

__________________________
NOTARY PUBLIC
My Commission expires:

ASSIGNEE:

DBJM Las Vegas Blvd 5.46, LLC,
a Texas limited liability company

By: ________________________
Title: _______________________
Date: _______________________

STATE OF ___________
COUNTY OF ___________

This instrument was acknowledged before me on ___________, 2018, by ________________________, as ____________________ of DBJM Las Vegas Blvd 5.46, LLC.

__________________________
NOTARY PUBLIC
My Commission expires:
COUNTY:

COUNTY OF CLARK,
a political subdivision of the State of Nevada

By: _______________________
Title: _______________________
Date: _______________________

STATE OF ________________

COUNTY OF ____________

This instrument was acknowledged before me on ____________, 2018, by
__________________________, as _______________ of the COUNTY OF CLARK.

________________________________________
NOTARY PUBLIC
My Commission expires:
Exhibit 1

Deed
GRANT, BARGAIN AND SALE DEED

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, HCB ROYAL NEVADA, LLC, a Missouri limited liability company ("Grantor"), hereby grants, bargains, sells and conveys to SAMM BOULEVARD LLC, a Nevada limited liability company ("Grantee"), that certain real property located in the County of Clark, State of Nevada, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), together with all of Grantor's right, title and interest in and to the fixtures and improvements located on the Land (the "Improvements"), and together with all rights, privileges and easements appurtenant to the Land, all water, wastewater and other utility rights relating to the Land and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land, in each case to the extent assignable (the "Appurtenances") (the Land, Improvements and Appurtenances collectively referred to as the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions (the "Permitted Exceptions") set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

It is expressly understood and agreed that Grantor hereby conveys to Grantee all of Grantor's right, title and interest in and to all oil, gas and other minerals of every nature on, in and under the Land (the "Mineral Estate"). If the Mineral Estate is subject to existing production or an existing lease, this conveyance includes the production, the lease and all benefits from it.
Executed as of the 15th day of November, 2012.

GRANTOR:

HCB ROYAL NEVADA, LLC,
a Missouri limited liability company

By: HCB Real Holdings, LLC, a Missouri limited liability company, its Manager

By: NBH Bank, N.A., a national banking association, its Manager

By: Tracy J. Pancost, Senior Vice President

STATE OF KANSAS

COUNTY OF JOHNSON

This instrument was acknowledged before me on the 15th day of November, 2012, by Tracy J. Pancost, Senior Vice President of NBH Bank, N.A., a national banking association, in its capacity as Manager of HCB Real Holdings, LLC, a Missouri limited liability company, in its capacity as Manager of HCB ROYAL NEVADA, LLC, a Missouri limited liability company.

Notary Public, State of Kansas

My Commission Expires: 5/27/14

Printed/Typed Name of Notary

NOTARY PUBLIC - State of Kansas

LINDSEY JAMES

My Appt. Expires: 5/27/14
Exhibit A

(Description of Real Property)

The land referred to in this document is situated in the State of Nevada, County of Clark and is described as follows:

ALL OF THAT TRACT OR PARCEL OF LAND COMPRISING A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE COMMON CORNERS OF SECTIONS 28, 29, 32 AND 33; THENCE PROCEEDING SOUTH 01°10'57" EAST FOR A DISTANCE OF 856.75 FEET ALONG THE WESTERN BOUNDARY LINE OF SECTION 33 TO A POINT; THENCE DEPARTING SAID WESTERN BOUNDARY LINE, AND PROCEEDING NORTH 88°03'03" EAST FOR A DISTANCE OF 79.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD (A VARIABLE-WIDTH PUBLIC RIGHT OF WAY) AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, AND RUNNING NORTH 88°03'03" EAST FOR A DISTANCE OF 570.00 FEET ALONG THE COMMON BOUNDARY LINE OF A PARCEL NOW OR FORMERLY OWNED BY ROYAL PALM LAS VEGAS, LLC (ASSSESSOR'S PARCEL NUMBER 162-33-101-006) AND THE SUBJECT PROPERTY (ASSSESSOR'S PARCEL NUMBER 162-33-101-007), TO A POINT; THENCE RUNNING SOUTH 01°11'57" EAST FOR A DISTANCE OF 410.53 FEET TO A POINT; THENCE RUNNING SOUTH 89°18'38" WEST FOR A DISTANCE OF 569.97 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD (A VARIABLE-WIDTH PUBLIC RIGHT OF WAY); THENCE RUNNING NORTH 01°11'57" WEST FOR A DISTANCE OF 398.00 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THE FOREGOING LEGAL DESCRIPTION IS SOUTH 01°10'57" EAST, BEING THE BEARING OF THE WESTERN BOUNDARY LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., CLARK COUNTY, NEVADA, AS SHOWN IN FILE 90, PAGE 07 OF SURVEYS, ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

Exhibit B

(Permitted Exceptions)

1. General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, payable in four (4) quarterly installments (due on or before 3rd Monday in August and 1st Monday in October, January and March, respectively) are as follows:
   District Number: 470
   Fiscal Year: 2012-2013
   Total Taxes: $54,432.23
   1st Installment: $13,630.13 Paid
   2nd Installment: $13,600.70 Paid
   3rd Installment: $13,600.70 Due and Payable January 7, 2013
   4th Installment: $13,600.70 Not Yet Due
   Assessors Parcel number: 162-33-101-007

2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the Clark County Assessor, per Nevada Statute 361.260.

3. Water rights, claims or title to water, whether or not shown by the public record.

   Recorded: May 17, 1932 in Book 19 of Deeds, Page 455
   Document No.: 45191, Official Records.

   Mineral rights, reservations, easements and exclusions in patent from the United States of America.
   Recorded: January 28, 2000 in Book 20000128
   Document No.: 00940, Official Records.

5. An Easement affecting a portion of said land for the purposes stated herein, and incidental purposes
   In Favor of: Nevada Power Company
   For: power lines
   Recorded: October 23, 1963 in Book 487
   Document No.: 392292, Official Records.

6. An Easement affecting a portion of said land for the purposes stated herein, and incidental purposes
   In Favor of: Nevada Power Company
   For: power lines
   Recorded: November 14, 1963 in Book 492
   Document No.: 396322, Official Records.

7. An Easement affecting said land and for the purposes stated herein, and incidental purposes
   In Favor of: Clark County
   For: perpetual avigation
   Recorded: November 8, 1973 in Book 378
   Document No.: 337669, Official Records.
8. An Easement affecting said land and for the purposes stated herein, and incidental purposes
In Favor of : Clark County
For : perpetual avigation
Recorded : December 5, 1981 in Book 1499

9. An Easement affecting a portion of said land for the purposes stated herein, and incidental purposes
In Favor of : Nevada Power Company
For : power lines
Recorded : September 3, 1982 in Book 1617

10. The terms, covenants, conditions and provisions as contained in an instrument, entitled “Restrictive Covenants Running with the Land”
Recorded: May 06, 1988 in Book 880506
Document No.: 00480, Official Records.

11. An Easement affecting said land and for the purposes stated herein, and incidental purposes
In Favor of : Clark County
For : perpetual avigation
Recorded : June 19, 1990 in Book 900619

12. An Easement affecting said land and for the purposes stated herein, and incidental purposes
In Favor of : Clark County
For : perpetual avigation
Recorded : February 1, 1996 in Book 960201

13. An Easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In Favor of : Sprint Central Telephone Company
For : Communication Lines
Recorded : October 29, 1998 in Book 981029

14. Terms and provisions of the unrecorded lease, or a memorandum thereof
Dated : (not set out)
Lessor : Woodrum & Herron, Inc., a Nevada corporation
Lessee : Cox PCS Assets, LLC, a Delaware limited liability company
Disclosed by : Memorandum of PCS Site Agreement
Recorded : October 30, 2000 in Book 20001030


Matters affecting Lessee's interest not shown.
15. Any rights, interest, or claims which may exist or arise by reason of a Record of Survey
   File          : 153, of Surveys, Page 92
   Recorded      : February 3, 2006 in Book 20060203

16. Any rights, interest, or claims which may exist or arise by reason of a Record of Survey
   File          : 179, of Surveys, Page 61
   Recorded      : September 29, 2009 in Book 20090929

17. Rights of tenants, as tenants only, with no rights of first refusal or options to purchase as disclosed by
    unrecorded Communications Site Sublease Agreement (Ground) in favor of Nextel of California, a
    California corporation d/b/a Nextel Communications.

18. Rights of tenants, as tenants only, with no rights of first refusal or options to purchase as disclosed by
    unrecorded Site License in favor of T-Mobile West Corporation, a Delaware corporation.
STATE OF NEVADA
DECLARATION OF VALUE FORM
1. Assessor Parcel Number(s)
   a) 662-33-101-007

2. Type of Property:
   a) ☑ Vacant Land   b) ☐ Single Fam. Res.
   c) ☐ Condo/Twnhs   d) ☐ 2-4 Plex
   g) ☐ Agricultural   h) ☐ Mobile Home

FOR RECORDER'S OPTIONAL USE ONLY
Book: ___________________ Page: ___________________
Date of Recording: ___________________ Notes: ___________________

3. a. Total Value/Sales Price of Property: $8,015,000.00
   b. Deed in Lieu of Foreclosure Only (value of property): (___)
   c. Transfer Tax Value: $8,015,000.00
   d. Real Property Transfer Tax Due: $40,875.00

4. If Exemption Claimed:
   a. Transfer Tax Exemption, per NRS 375.090, Section: ______
   b. Explain Reason for Exemption: ______

5. Partial Interest: Percentage being transferred: ___%
   The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.050 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: ________________
Capacity: Grantor

Signature: ________________
Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)
Print Name: HCB Royal Nevada, LLC, a
Missouri limited liability
company, a Missouri limited
liability company
Address: 1111 W 95th Street,
City, St., Zip: Overland Park, KS 66214

BUYER (GRANTEE) INFORMATION
(REQUIRED)
Print Name: SAMM Boulevard LLC, a
Nevada limited liability company
Address: 2300 W. Sahara, #1110
City, St., Zip: NV 89110

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: Chicago Title of Nevada, Inc.
Address: PO Box 400247
City/State/Zip: Las Vegas, NV 89140
Escrow #: 12017480-046

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED