

ASSIGNMENT OF LIQUOR LICENSE

THIS ASSIGNMENT OF LIQUOR LICENSE (this "Assignment") is made and entered into as of the 11 day of September 2014, by and between Patson, LLC, a Wyoming Limited Liability Company (hereinafter sometimes referred to as "Assignor"), and Wyoming Downs OTB7, LLC, a Wyoming Limited Liability Company (hereinafter sometimes referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of City of Gillette liquor license #24 (the "License") authorizing Assignor to sell alcoholic liquors and malt beverages in a 21' x 48' size room and drive window in a certain building location at 2212 Westover Road, Gillette, Campbell County, Wyoming; and

WHEREAS, Assignor desires to assign and transfer the License to Assignee on the terms and conditions herein provided and as provided in the certain Contract to Buy and Sell Real Estate Addendum entered into on or about the 25th day of June, 2014, by and between Assignor and Assignee (the "Purchase Agreement"), and that certain Mortgage and Mortgage Note executed September 11, 2014; and


WHEREAS, Assignee desires to acquire said License on the terms and conditions herein provided; and

WHEREAS, the assignment of the License to Assignee is permitted under Section 12-4-601(b) of the Wyoming Statute;


NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties to this Assignment, as follows:

- **Assignment to Assignee:** Assignor, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, transfers and sets over unto Assignee the License.
- **Representation of Assignor:** Assignor hereby represents and warrants that Assignor is the owner of the License to be transferred and assigned to Assignee.
- **Representation of Assignee:** Assignee hereby agrees that Assignee will duly keep, observe and perform all of the terms, conditions and provisions of the License and will keep the License current and in full force and effect throughout the term of the Purchase Agreement/Mortgage and Mortgage Note. Assignee shall pay all costs, taxes and fees associated with the License. Assignee shall pay all costs, taxes and fees as they become due while possessing the License.
- **Additional Documents:** Assignor and Assignee hereby agree to execute such other and additional documents as may be necessary to carry out the intent of this Assignment.

ASSIGNOR:


Patson, LLC, a Wyoming Limited Liability Company
BY: KANTI PATEL
Place: Gillette, WY
Its: MEMBER.

ASSIGNEE:


Wyoming Downs OTB7, LLC, a Wyoming Limited Liability Company
BY: ERIC NELSON
Place: LAS VEGAS, NV
Its: MANAGER