

ASSIGNMENT AND CONSENT TO ASSIGNMENT

THIS ASSIGNMENT AND CONSENT TO ASSIGNMENT ("Consent") is made and entered into as of the ____ day of September, 2017 by and between; ELITE MEDIA, INC., a Nevada corporation ("Elite"), City of North Las Vegas, a municipal corporation of the State of Nevada ("City"), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company ("Lamar").

RECITALS

WHEREAS, City and Elite are parties to that certain Craig Ranch Park Digital Display Parquee® Agreement dated January 20th, 2016, ("Agreement").

WHEREAS, By this Consent, Elite desires to assign to Lamar, and Lamar desires to assume from Elite, all of Elite's rights, title, interests and obligations under the Agreement that arise or are attributable to events occurring after the Effective Date (as hereinafter defined). In addition, pursuant to the terms of Section 7.1 of the Agreement, Elite has requested City's consent with respect to the assignment by Elite of its rights, title and interest and obligations under the Agreement to Lamar. City is willing to consent to such assignment on the terms and conditions contained herein.

NOW THEREFORE in consideration of the benefits to be provided to the Elite, City, and Lamar under the Agreement and Consent,

1. Assignment/Assumption. Effective as of the closing date of the Purchase Agreement (as defined in Section 3 below) (the "Effective Date"), Elite hereby assigns and transfers to Lamar (the "Assignment") all its right, title and interest in the Agreement. Effective as of the Effective Date, Lamar hereby accepts such Assignment and expressly assumes Elite's interest in the Agreement, subject to the terms and conditions of the Agreement, and agrees to perform all the obligations imposed on Elite under the Agreement that arise or are attributable to events occurring after the Effective Date.
2. Consent to Assignment of Agreement. City hereby consents to the assignment of the Agreement by Elite to Lamar as of Effective Date. All terms, conditions, and provisions of the Agreement shall remain in full force and effect on and after the Effective Date. As provided in Section 7.1 of the Agreement, City has reviewed, or has waived the opportunity to review, the biographical and financial information of Lamar and consents to further relieve Elite of all liabilities and obligations of the Agreement that arise or are attributable to events occurring after the Effective Date based upon Lamar's agreement in writing to fulfill the duties and obligations of Elite under the Agreement that arise or are attributable to events occurring after the Effective Date through the remainder of the Term (as defined by the Agreement).
3. Condition. Elite and City hereby acknowledge that Elite and Lamar have entered into an asset purchase agreement (the "Purchase Agreement") for the sale of a certain portion of Elite's business, which includes Elite's operations under the Agreement, to Lamar, and

that the effectiveness of this Consent and the Assignment is hereby made expressly conditioned upon the closing of the Purchase Agreement in accordance with the terms thereof ("Condition"). In the event that the Condition is not satisfied on or before October 31, 2017, this Consent, including the Assignment, shall be null and void and of no further force or effect. In furtherance of the foregoing, Lamar shall notify City in writing within three (3) business days following the closing date of the Purchase Agreement. From and after the Effective Date, all notices required or which may be given to Elite under the Agreement shall be considered properly given only if delivered in writing, by certified mail, postage prepaid, return receipt requested, addressed to:

LAMAR CENTRAL OUTDOOR, LLC
5321 Corporate Boulevard
Baton Rouge, Louisiana 70806
Attn: General Counsel

With a copy to:

Scott Naftzger
Lease Manager
1863 Helm Drive
Las Vegas, NV 89119

4. Representations. City and Elite represent and affirm that: (i) the Agreement is in full force and effect, that all rents, license fees or other amounts due thereunder have been paid and are current; (ii) to its knowledge, neither party to the Agreement is in default thereunder, and no event exists which with the passage of time or giving of notice, or both, would constitute a default under the Agreement, and no notice of default under the Agreement has been given which has not been cured; (iii) the Agreement has not been amended or modified and that it is the only agreement between the City and Elite; (iv) to its knowledge, there are no outstanding defenses, counterclaims or offsets against Elite under the Agreement; and (v) the undersigned is duly authorized to execute this Consent on behalf of the City.
5. Counterparts/Electronic Signature. This Consent may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. In addition, this Consent may be executed by a party's signature transmitted by portable document format ("pdf") or other electronic means ("pdf Signatures"), and copies of this Consent executed and delivered by means of pdf Signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon pdf Signatures as if such signatures were originals.

[SIGNATURE PAGE FOLLOWS]

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Signature Page

IN WITNESS WHEREOF, this Consent has been executed as of the day and year first above written.

CITY OF NORTH LAS VEGAS

By: _____

John J. Lee
Mayor

ATTEST

By: _____

City Clerk
Catherine Raynor

APPROVED AS TO FORM:

By: _____
Micaela Moore, City Attorney Date

"Elite"

ELITE MEDIA, INC.,
a Nevada corporation

By: _____
Name: Chad McCullough
Title: President

"Lamar"

LAMAR CENTRAL OUTDOOR, LLC,
a Delaware limited liability company

By: Lamar Media Corp.,
its sole managing member

By: _____
Name: _____
Title: _____