

**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT
AND CONSENT TO ASSIGNMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND CONSENT TO ASSIGNMENT (this "Assignment") is made effective as of 11/14/16 (the "Effective Date"), by and among SAKURA JAPANESE SUSHI AND STEAKHOUSE INC., a Wyoming corporation ("Assignor"), SAKURA 1984 INC., a Wyoming corporation ("Assignee"), and TKG POWDER BASIN, L.L.C., a Missouri limited liability company ("Landlord").

RECITALS:

A. Assignor is the tenant of certain premises located at the shopping center commonly known as Powder Basin in Gillette, Wyoming, pursuant to that certain Lease dated May 27, 2014 and First Amendment to Lease dated December 11, 2014 by and between Assignor and Landlord (the "Lease").

B. Assignor desires to assign and transfer all of Assignor's right, title and interest in, to and under the Lease upon the terms hereinafter set forth.

C. Assignee desires to accept such assignment and transfer and to assume Assignor's obligations and liabilities under and with respect to the Lease to the extent hereinafter provided.

D. Landlord desires to consent to such assignment and transfer upon the terms hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, obligations, title and interest in, to and under the Lease, to have and to hold the same unto Assignee, its successors and assigns forever, subject to the terms, covenants and conditions contained in the Lease. It shall be expressly understood and agreed that this assignment shall not in any manner relieve the undersigned Assignor or Guarantor from liability of the said covenants within the Lease except as stated in those Guaranty Agreements dated September 21, 2016 by and between TKG POWDER BASIN, L.L.C. and SAKURA 1984 INC. October

2. Assignee for itself and its successors and assigns hereby accepts the assignment and transfer of the Lease from Assignor and hereby assumes and agrees to observe and perform all the obligations, terms, covenants and conditions of the Lease to be observed or performed by Assignor thereunder from and after the Effective Date and hereby assumes all liabilities arising out of or relating to the Lease or arising out of the acts or events occurring or conditions existing with respect to the Lease from and after the Effective Date.

3. Assignee acknowledges and agrees that no oral or written representations or warranties concerning the Lease have been made in connection with Assignee's agreement to accept the assignment and transfer of Assignor's rights under and to the Lease and to assume Assignor's obligations with respect thereto.

4. Landlord hereby consents to such assignment and transfer of the Lease from Assignor to Assignee and to such assumption by Assignee, all as provided in this Assignment and in the Lease; provided, however, that such consent is conditioned on and effective only on the prompt receipt by Landlord of a fee in the total amount of Two Thousand Dollars (\$2,000.00) to cover attorneys' fees and expenses incurred by Landlord in connection with the preparation of this Assignment (the "Assignment Fee"). Landlord acknowledges receipt of the Assignment Fee.

5. Effective as of the date hereof, Tenant's notice address under Section 1.1(b) of the Lease shall be the following:

XiuQin Chen
342 53rd Street
Brooklyn, NY 11200

6. Assignee acknowledges that Landlord may not have calculated or billed the year end reconciliations for costs relating to taxes, insurance, common area operating costs and other charges that may be prorated under the Lease for prior lease years and that Landlord may issue a statement of reconciliation for said prior years. Assignee acknowledges that Landlord may not have calculated or billed the year end reconciliations for costs relating to taxes, insurance, common area operating costs and other charges that may be prorated under the Lease for the current lease year and Landlord shall issue a statement of reconciliation in the future. Assignee agrees to be responsible for the entire amount billed for such reconciliations.

7. Assignor and Assignee acknowledge that Assignor has deposited with Landlord a security deposit in the amount of Six Thousand Six Hundred Sixty Six dollars and Sixty Seven cents (\$6,666.67), which security deposit Landlord shall continue to hold pursuant to the terms of the Lease. Assignor hereby relinquishes and releases all of its right, title and interest in such security deposit.

8. This Assignment shall be binding upon and shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors and assigns. In addition to the foregoing, Assignee acknowledges, on its behalf and on behalf of its successors and assigns, that the provisions hereof inure to the benefit of and are enforceable by each of the other respective parties to each of the respective instruments comprising the Lease and their respective successors and assigns. This Assignment shall not be effective until all parties, including Landlord, have signed the Assignment document.

9. Each person executing this document on behalf of a party hereto hereby represents and warrants that he or she has the authority to execute this Assignment and to bind the party for which such person so executes this Assignment.

[SIGNATURE LINES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written:

ASSIGNOR: SAKURA JAPANESE SUSHI AND STEAKHOUSE INC.

By: Sun Ming Xing

Witness: SUN MING XING
Print Name:

ASSIGNEE: SAKURA 1984 INC.

By: Xu qin Chen

Witness: Xu qin Chen
Print Name:

LANDLORD: TKG POWDER BASIN, L.L.C.

By: _____

Its: _____

Witness: _____
Print Name:

GUARANTORS

The undersigned hereby agree to this Assignment as set forth herein and agree that the Guaranties attached to the Lease shall remain in full force and effect as provided in this document.

Sun Ming Xing
Sun Ming Xing

Xu qin Chen
Assignee's Guarantor:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written:

ASSIGNOR: SAKURA JAPANESE SUSHI AND STEAKHOUSE INC.

By: Sun Ming Xing

Witness: SUN MING XING
Print Name:

ASSIGNEE: SAKURA 1984 INC.

By: Xu qin Chen

Witness: Xu qin Chen
Print Name:

LANDLORD: TKG POWDER BASIN, L.L.C.
A Missouri Limited Liability Company

By: R. Otto Maly
Its: Manager

Witness: Tina Wahoff
Print Name:

GUARANTORS

The undersigned hereby agree to this Assignment as set forth herein and agree that the Guaranties attached to the Lease shall remain in full force and effect as provided in this document.

Sun Ming Xing
Sun Ming Xing

Xu qin Chen
Assignee's Guarantor:

GUARANTY

In order to induce TKG POWDER BASIN, L.L.C. ("Landlord") to enter into that certain Assignment and Assumption of Lease Agreement and Consent to Assignment dated 11/19, 2016 (the "Agreement") between Landlord and SAKURA 1984 INC. ("Assignee" or "Tenant"), and in consideration of the benefits inuring to the undersigned (the "Guarantor") under that certain Shopping Center Lease dated May 27, 2014 (the "Lease"), the receipt and sufficiency of which is represented by the Guarantor to Landlord to be sufficient and adequate, the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rent as provided therein. This Guaranty shall remain in full force until March 31, 2025. This Guaranty shall be released on March 31, 2025 if and only if there have been no monetary defaults during the period between the execution of this Guaranty and March 31, 2025 and there are no outstanding defaults on March 31, 2025 ~~any renewals thereof~~. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

This Guaranty is a guaranty of payment and performance and not of collection. Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. The liability of Guarantor shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord, or agreed upon by Landlord or Tenant, and shall not be affected by any assignment or sublease by Tenant of its interest in the Lease, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of Tenant, or by the release of any other guarantor. Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Lease as they may deem appropriate, and Guarantor shall not be released thereby but shall constitute to be fully liable to the performance of all obligations and duties of Tenant under the Lease as so modified, extended or amended.

Guarantor further agrees (1) to indemnify and hold harmless Landlord from and against any claims, damages, expenses, or losses, including to the extent permitted by law, the reasonable fees of an attorney (including in-house and staff counsel), resulting from or arising out of any breach of the Lease by Tenant or by reason of Tenant's failure to perform any of its obligations thereunder, and (2) to the extent permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney (including in-house and staff counsel), incurred by Landlord in enforcing this Guaranty.

The Guarantor acknowledges that Landlord may assign its rights under the Lease to an institutional investor as security for a loan to be made by such institutional investor to Landlord, and as long as any indebtedness of Landlord shall be outstanding and such assignment of the Lease shall exist, such institutional investor assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty, and it shall not be necessary in any such suit, action or proceeding to make Landlord a party thereto. This Guaranty may not be modified or amended without the prior written consent of such assignee of Landlord's interest in the Lease, and any attempted modification or amendment without such consent shall be void.

All existing and future advances by Guarantor to Tenant and all existing and future debts of Tenant to any Guarantor shall be subordinated to all obligations owed to Landlord under the Lease and this Guaranty. Guarantor assumes the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agrees that Landlord shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance. Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty. Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Landlord against Tenant, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of Tenant to execute the Lease are incorporated herein in their entirety by this reference and made a part thereof. Any reference in those provisions to "Tenant" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty.

If any one or more of the provisions of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Guaranty shall be construed according to the laws of the state where the Leased Premises are located (the "State"). By execution hereof, the undersigned specifically consent to this choice of law designation and consent that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Guaranty or the Lease shall be litigated only in the courts located in the State, and the undersigned (i) consent and submit to the in personam jurisdiction of any state or federal court locating within the State, (ii) waive any right to transfer or change the venue of litigation brought against the undersigned, and (iii) agree to service of process, to the extent permitted by law, by mail.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ACKNOWLEDGING THAT THE CONSEQUENCES OF SAID WAIVER ARE FULLY UNDERSTOOD, THE UNDERSIGNED HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY, THE RIGHT TO INTERPOSE ANY DEFENSE BASED UPON ANY STATUTE OF LIMITATIONS, ANY CLAIM OF LACHES AND ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE UNDERSIGNED OR ANY OTHER PERSON LIABLE ON THE LEASE.

IN WITNESS WHEREOF, Guarantor(s) has/have caused this instrument to be executed this 25 day of Oct, 2016.

Personal Guarantor(s):

SUN Ming Xing
BY: Ming Xing Sun
Social Security Number: 108-46-5583
Date of Birth: 1/3/86

10/25/2016
Date

Witness

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR(S)

STATE OF New Mexico
COUNTY OF Grant) ss:

On this 25 day of Oct, 2016, before me, the undersigned, a Notary Public in and for the Count and State aforesaid, came Ming Xing Sun, who is/are personally known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

[Signature]
Notary Public



OFFICIAL SEP
Crystal White
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 02/15/17

My Commission expires:

02/15/17

GUARANTY

In order to induce TKG POWDER BASIN, L.L.C. ("Landlord") to enter into that certain Assignment and Assumption of Lease Agreement and Consent to Assignment dated 11/19, 2016 (the "Agreement") between Landlord and SAKURA 1984 INC. ("Assignee" or "Tenant"), and in consideration of the benefits inuring to the undersigned (the "Guarantor") under that certain Shopping Center Lease dated May 27, 2014 (the "Lease"), the receipt and sufficiency of which is represented by the Guarantor to Landlord to be sufficient and adequate, the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rent as provided therein. This Guaranty shall remain in full force throughout the original lease term and any renewals thereof. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

This Guaranty is a guaranty of payment and performance and not of collection. Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. The liability of Guarantor shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord, or agreed upon by Landlord or Tenant, and shall not be affected by any assignment or sublease by Tenant of its interest in the Lease, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of Tenant, or by the release of any other guarantor. Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Lease as they may deem appropriate, and Guarantor shall not be released thereby but shall constitute to be fully liable to the performance of all obligations and duties of Tenant under the Lease as so modified, extended or amended.

Guarantor further agrees (1) to indemnify and hold harmless Landlord from and against any claims, damages, expenses, or losses, including to the extent permitted by law, the reasonable fees of an attorney (including in-house and staff counsel), resulting from or arising out of any breach of the Lease by Tenant or by reason of Tenant's failure to perform any of its obligations thereunder, and (2) to the extent permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney (including in-house and staff counsel), incurred by Landlord in enforcing this Guaranty.

The Guarantor acknowledges that Landlord may assign its rights under the Lease to an institutional investor as security for a loan to be made by such institutional investor to Landlord, and as long as any indebtedness of Landlord shall be outstanding and such assignment of the Lease shall exist, such institutional investor assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty, and it shall not be necessary in any such suit, action or proceeding to make Landlord a party thereto. This Guaranty may not be modified or amended without the prior written consent of such assignee of Landlord's interest in the Lease, and any attempted modification or amendment without such consent shall be void.

All existing and future advances by Guarantor to Tenant and all existing and future debts of Tenant to any Guarantor shall be subordinated to all obligations owed to Landlord under the Lease and this Guaranty. Guarantor assumes the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agrees that Landlord shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance. Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty. Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Landlord against Tenant, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of Tenant to execute the Lease are incorporated herein in their entirety by this

reference and made a part thereof. Any reference in those provisions to "Tenant" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty.

If any one or more of the provisions of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Guaranty shall be construed according to the laws of the state where the Leased Premises are located (the "State"). By execution hereof, the undersigned specifically consent to this choice of law designation and consent that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Guaranty or the Lease shall be litigated only in the courts located in the State, and the undersigned (i) consent and submit to the in personam jurisdiction of any state or federal court locating within the State, (ii) waive any right to transfer or change the venue of litigation brought against the undersigned, and (iii) agree to service of process, to the extent permitted by law, by mail.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ACKNOWLEDGING THAT THE CONSEQUENCES OF SAID WAIVER ARE FULLY UNDERSTOOD, THE UNDERSIGNED HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY, THE RIGHT TO INTERPOSE ANY DEFENSE BASED UPON ANY STATUTE OF LIMITATIONS, ANY CLAIM OF LACHES AND ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE UNDERSIGNED OR ANY OTHER PERSON LIABLE ON THE LEASE.

IN WITNESS WHEREOF, Guarantor(s) has/have caused this instrument to be executed this 24 day of oct, 2016.

Personal Guarantor(s):

BY: Xuqin Chen 10/24/16 _____
Date Witness
Social Security Number: 882-84-3706
Date of Birth: 3/01/79

BY: _____
Date Witness
Social Security Number: _____
Date of Birth: _____

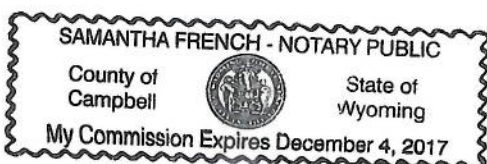
ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR(S)

STATE OF Wyoming
COUNTY OF Campbell) ss:

On this 24 day of Oct, 2016, before me, the undersigned, a Notary Public in Wyoming and for the Campbell County and Wyoming State aforesaid, came Xuqin Chen, who is/are personally known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Samantha French
Notary Public



My Commission expires: 12/04/2017