

ASSIGNMENT OF LEASE WITH CONSENT OF LANDLORD
THIS ASSIGNMENT OF LEASE dated this 25th day of April 2017

BETWEEN:

GWT Restaurant Inc. DBA Great Wall Restaurant
(the "Assignor")

OF THE FIRST PART

- AND -

Peak Mountain Inc
(the "Assignee")

OF THE SECOND PART

A. Background

- A. This is an agreement (the "Assignment") to assign a commercial lease in real property according to the terms specified below.
- B. The Assignor wishes to assign and transfer to the Assignee that lease (the "Lease") dated September 1, 2015, and executed by the Assignor as tenant and by HOLIDAY PLAZA, Limited Partnership, as landlord (the "Landlord").

IN CONSIDERATION OF the Assignor agreeing to assign and the Assignee agreeing to assume the Lease for the Premises, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

1. Premises



The Lease governs the rental of the following described premises (the "Premises") to the Assignor: Suite B of Holiday Plaza Shopping Center, 2007 South Douglas Highway, Gillette, Wyoming.

2. Assigned Lease

The Assignor assigns and transfers to the Assignee all of the Assignor's right, title, and interest in and to the Lease and the Premises, subject to all the conditions and terms contained in the Lease.

3. Effective Date

This Assignment takes effect on April 25, 2017 (the "Effective Date"), and continues until August 31, 2020.

  initials

4. **Assignor's Interest**

The Assignor covenants that:

- a. the Assignor is the lawful and sole owner of the interest assigned under this Assignment;
- b. this interest is free from all encumbrances; and
- c. the Assignor has performed all duties and obligations and made all payments required under the terms and conditions of the Lease.

5. **Breach of Lease by Assignee**

Consent to this Assignment will not discharge the Assignor of its obligations under the Lease in the event of a breach by the Assignee.

In the event of a breach by the Assignee, the Landlord will provide the Assignor with written notice of this breach and the Assignor will have full rights to commence all actions to recover possession of the Premises (in the name of the Landlord, if necessary) and retain all rights for the duration of the Lease provided the Assignor will pay all accrued rents and cure any other default. Personal Guaranty signed by Gongfang Tang, Cindy will remain in effect through the duration of the lease and any extensions.

6. **Governing Law**

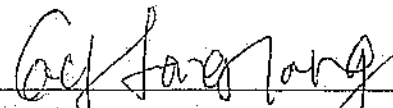
It is the intention of the parties that this Assignment, and all suits and special proceedings under this Assignment, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wyoming, without regard to the jurisdiction in which any action or special proceeding may be instituted.

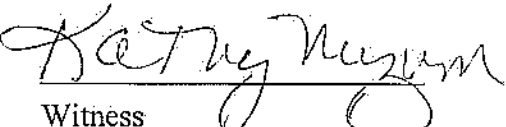
7. **Miscellaneous Provisions**

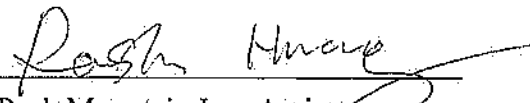
- a. This Assignment incorporates and is subject to the Lease, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The Assignee agrees to assume all of the obligations and responsibilities of the Assignor under the Lease.
- b. This Assignment will be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, beneficiaries, executors, administrators, and heirs, as the case may be.
- c. All rents and other charges accrued under the Lease prior to the Effective Date will be fully paid by the Assignor, and by the Assignee after the Effective Date. The Assignee will also be responsible for assuming and performing all other duties and obligations required under the terms and conditions of the Lease after the Effective Date.
- d. There will be no further assignment of the Lease without the prior written consent of the Landlord.

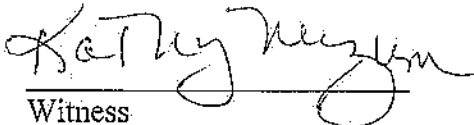
GT RH Initials

IN WITNESS WHEREOF the Assignor and Assignee have duly affixed their signatures under hand and seal on this 25th day of April 2017.



GWT Restaurant Inc., Assignor


Witness


Peak Mountain Inc, Assignee

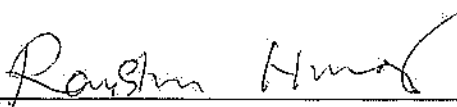

Witness


CONSENT OF LANDLORD The Landlord in the above Assignment of Lease executed on the 25th day of April, 2017, consents to that Assignment. The Landlord also agrees to the Assignee assuming after April 25, 2017, the payment of rent and performance of all duties and obligations as provided in the Lease.


Holiday Plaza Limited Partnership
Dated: 25 day of April, 2017

PERSONAL GUARANTY

To induce Landlord to enter this lease agreement with Tenant I/We, of, City of Gillette, County of Campbell, State of Wyoming, guarantee faithful and complete performance of the within contract by Tenant within the time set forth in such contract. I/We also guarantee payment of all damages, costs, and expenses for which Tenant may become liable with respect to the contract. I waive all right to notice of non-performance of or demand on Tenant.

Sign: 
Print: RENSHAN HUANG
Date: 04-25-17

 initials