

ASSIGNMENT & ASSUMPTION OF LEASE

This ASSIGNMENT, ASSUMPTION & EXTENSION OF LEASE (this "Agreement") is made and entered into as of the 11th day of April, 2017, by and among CSG, Inc. dba Hon Machi ("Assignor"), Grace Bogo, INC., ("Assignee"), Bonnie Goo ("Guarantor"), Gyung Suk Goo ("Guarantor") and JR Hays Co., LLC successor to Greenway-Sonterra Partners, L.P., (hereinafter referred to as "Landlord").

WITNESSETH:

WHEREAS, Assignor entered into that certain Shopping Center Lease Agreement dated March 21, 2011, that certain First Amendment to Lease dated June 11, 2012 and that certain Second Amendment to Lease dated May 27, 2015 relative to lease space in the Sonterra Park Market located at 1321 N Loop 1604 E, Suite 108, San Antonio, Texas known as the "Lease".

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor and assume all of Assignor's rights and obligations under the Lease;

NOW, THEREFORE, in consideration of the parties' mutual promises and covenants, Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, the parties agree as follows:

1. Assignor does hereby SELL, ASSIGN, CONVEY, TRANSFER SETOVER and DELIVER unto Assignee all of Assignor's right, title, interest and security deposits in and to the Lease, and all of Assignor's right, title and interest as Tenant under the Lease.
2. Assignee assumes and agrees to perform all of the terms, covenants and conditions with respect to the Lease on the part of Tenant therein required to be performed.
3. Landlord joins in this Agreement for the sole purpose of consenting to the assignment of the Lease.
4. Assignee further agrees to indemnify Assignor harmless from any and all liability incurred by Assignor by reason of Assignee's failure to perform under the obligations of the Lease.
5. Assignor and Assignee represent and warrant that they and the signatories purporting to sign on their behalves have the power and authority to execute and deliver this Agreement and by their execution hereof they are legally bound to abide by the terms and conditions hereof.
6. This Agreement shall bind and inure to the benefit of the parties' respective successors and assigns. In addition, Landlord is third party beneficiary of this Agreement and shall be entitled to enforce the terms hereof against the parties bound to comply therewith.
7. Assignee and Assignor acknowledge that the Operating Expenses for 2016 will be reconciled pursuant to the terms of the Lease. Assignee and Assignor acknowledge that Landlord will be dealing directly with Assignee for matters relating to said reconciliation and will either invoice Assignee for any shortfall in Tenant's contributions toward Operating Expenses for all of calendar year 2016 or reimburse Assignee for any overpayment for Tenant's share of Operating Expenses for all of calendar year 2016. Any allocation between Assignee and Assignor of said additional obligation or reimbursement as a result of said reconciliation will be the responsibility of Assignee by separate agreement with Assignor but any amounts owing to Landlord shall be paid by Assignee

directly to Landlord as Additional Rent and any amounts to be reimbursed shall be paid directly to Assignee.

8. As a condition to this Agreement, the attached Exhibit "A", Guaranty Agreement shall be fully executed and returned to Landlord.

Executed this 11th day of April, 2017.

ASSIGNOR:
CSG, INC.


By: _____

Its: President

Date: Apr. 11, 2017

ASSIGNEE:
Grace BOGO, Inc.


By: _____

Its: President

Date: Apr 11, 2017

GUARANTOR:
Bonnie Goo


By: _____

GUARANTOR:
Gyung Suk Goo

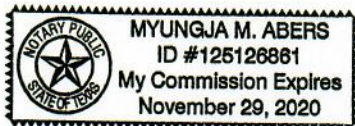

By: _____

LANDLORD:
JR Hays Co, LLC

By: Bob Summers Management Company, LLC
a Texas limited liability company
Its: Manager

By: _____
Robert Summers,

Its: Manager





Honmachi Equipment List

Qty	Equipment List
2	Full size double door cooler
1	Full size double door freezer
1	Double door undercounter cooler
2	Single door Freezer
1	Sandwich prep cooler(2 doors)
1	Double door glass cooler
1	Deep fryer (35L)
1	Griddle (48 inch)
1	6 Burner Stove
1	1 Soup Burner
3	Under counter small cooler(single door)
2	Sushi showcase (6 feet)
4	Electric Griddle (48 inch)
2	Microwave
11	Dining tables
70	Chairs
2	Television
3	Shelves
1	Prep table
1	Soup warmer
2	Rice cooker
1	Rice warmer