

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into this 11 day of December, 2013, by and among Kingman Airport Authority, Inc., an Arizona non-profit corporation ("Lessor"); Manuela Yates, widow of Henry Desousa ("Current Lessee"); and Fork In the Road, Inc., an Arizona corporation ("New Lessee").

Recitals

A. Lessor and Current Lessee have executed a certain Lease dated January 1, 2004 (the "Lease"), pursuant to which Current Lessee leases from Lessor certain real property consisting of a portion (approximately one third) of the main terminal building at the Kingman Airport used and operated as a restaurant (the "Leased Premises") and certain associated equipment all as described in the Lease (the "Equipment"). Except as otherwise defined herein, all capitalized terms in this Agreement shall have the same meanings as ascribed to them in the Lease.

B. During the Term of the Lease, Current Lessee acquired the Equipment from Lessor.

C. The final Renewal Term of the Lease expired on December 31, 2009 and the Lease has been on a month to month basis since said date.

D. The current rent under the Lease is \$652.36/month (the "Current Rent").

E. Current Lessee desires to assign and New Lessee desires to assume all of Current Lessee's obligations under the Lease and Lessor is willing to consent to such assignment and assumption pursuant to the terms and conditions contained herein.

Agreements

For and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The statements made in the Recitals above are true and accurate and are incorporated as Agreements herein.

2. Assignment and Assumption of Lease. Effective December 11, 2013, (the "Effective Date"), Current Lessee hereby assigns, transfers and conveys all of its right, title and interest in and to the Equipment and the Lease to New Lessee. New Lessee hereby assumes and agrees to perform all of the Current Lessee's obligations under the Lease as modified by this Agreement from and after the Effective Date.

3. Lessor Consent. Lessor hereby consents to the Assignment of the Lease to New Lessee and New Lessee's assumption of Current Lessee's obligations thereunder

pursuant to the terms of this Agreement, provided that Lessor's consent to this assignment shall not operate as a consent to any future assignments or transfers of the Lease and no such assignment or transfer shall be effective without Lessor's prior written consent as required under the Lease.

4. Release of Current Lessee. Effective on the Effective Date and subject to the approval of this Agreement by Lessor's Board of Directors, Current Lessee is hereby released and discharged from any further liability under the Lease accruing or incurred after the Effective Date.

5. Rent. The Current Rent under the Lease shall remain the same until the next Adjustment Date of July 1, 2014 and on each Adjustment Date thereafter, at which times the rent shall be adjusted as set forth in Paragraph 4.C. of the Lease.

6. Term. The Term of the Lease shall remain on a month to month basis and shall be terminable by either Lessor or New Lessee without cause upon at least thirty (30) days' advance written notice to the other party.

7. Authority. New Lessee hereby warrants and represents to Lessor that all necessary corporate action for the approval of this Agreement has been taken and that the undersigned representative of New Lessee is authorized to execute this Agreement on its behalf.

8. Notices. All notices to be sent to Lessee under Paragraph 19 of the Lease shall be sent to New Lessee at the following address:

Fork In The Road, Inc.
3845 Stockton Hill Road
Kingman, AZ 86409

9. Continuing Effect of Lease. Except as expressly modified herein, all terms, conditions and provisions of the Lease shall remain in full force and effect. In the event that there is any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall control.

10. Approval of Lessor Board. The effectiveness of this Agreement is expressly conditioned upon the approval of the Board of Directors of Lessor in accordance with its Bylaws, other corporate governing documents and applicable laws.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, heirs, executors, personal representatives and administrators.

12. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each complete set of which, when so executed and delivered by all parties, shall be original, but all such counterparts together shall constitute but one and the same instrument.

Executed this 11 day of December, 2013, to be effective on the Effective Date.

Lessor:

KINGMAN AIRPORT AUTHORITY, INC.,
an Arizona corporation

By: Jean Liss, President
Jean Liss, President

Current Lessee:

Manuela Yates
Manuela Yates

New Lessee:

Fork In The Road, Inc., an Arizona corporation,

By: Mark T. Peterson
Mark T. Peterson, President