

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated February 4, 2016, by and between Erika Kellerhals, having an address at 9100 Port of Sale Mall, Suite 15, St. Thomas, USVI 00802 ("Kellerhals"), and Poplar, Inc., having an address at 9100 Port of Sale Mall, Suite 15, St. Thomas, USVI 00802 (the "Assignee").

RECITALS:

- A. Kellerhals is the sole Member of Great Saint Jim, LLC, a United States Virgin Islands limited liability company (the "Company"), holding 100% of the Membership Interests therein (the "Membership Interest").
- B. The Company is governed by that certain Operating Agreement dated October 26, 2016 (the "Operating Agreement").
- C. For good and valuable consideration, Kellerhals desires to assign to the Assignee all of Kellerhals' right, title and interest in and to Kellerhals' entire Membership Interest, including, without limitation, Kellerhals' rights to, and interest in, the capital of the Company, and Kellerhals' rights for periods commencing on and after the date hereof to distributions from the Company, as well as any and all of Kellerhals' duties and obligations in respect of Kellerhals' Membership Interest in the Company pursuant to the Operating Agreement (the "Assigned Interest").
- D. Kellerhals and the Assignee intend that the Assignee be admitted to the Company as a substitute Member in Kellerhals' place with respect to the Assigned Interest.
- E. The Assignee desires to accept such assignment, to assume all of Kellerhals' duties and obligations under the Operating Agreement with respect to the Assigned Interest, and to be admitted as a substitute Member of the Company with respect to the Assigned Interest.
- F. Kellerhals is the only Member of the Company, and no other consent from any other person or entity is required for the Assignee to be admitted as a substitute Member of the Company.

NOW, THEREFORE, in consideration of the foregoing recitals, the parties hereto do hereby agree as follows:

1. For Ten Dollars (\$10.00) and other good and valuable consideration Kellerhals hereby transfers and assigns to the Assignee all of Kellerhals' right, title and interest in and to the Assigned Interest, and designates the Assignee as a substitute Member in respect of the Assigned Interest. The parties intend that the Assignee be admitted as a substitute Member of the Company in Kellerhals' place with respect to the Assigned Interest. **KELLERHALS IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO THE ASSIGNEE WITH RESPECT TO THE ASSIGNED INTEREST OR THE COMPANY EXCEPT THAT IMMEDIATELY PRIOR TO THE ASSIGNMENT HEREBY, KELLERHALS OWNS THE ASSIGNED INTEREST FREE AND CLEAR OF ALL CLAIMS, LIENS AND ENCUMBRANCES, AND THAT THE ASSIGNED INTEREST REPRESENTS 100% OF THE MEMBERSHIP INTERESTS IN THE COMPANY.**

3. The Assignee hereby accepts the assignment and transfer of the Assigned Interest, accepts and agrees to be bound by all of the terms and provisions of the Operating Agreement in place of Kellerhals, and assumes and shall be subject to and perform when required all of the obligations of Kellerhals thereunder as a substitute Member of the Company, with respect to the Assigned Interest.

4. The Assignee agrees to execute and deliver such other documents as may be reasonably necessary to effect the adoption of the Operating Agreement by the Assignee and the admission of the Assignee to the Company as a member in substitution for Kellerhals.

5. The Assignee hereby agrees to indemnify, defend and hold free and harmless Kellerhals and Kellerhals' employees, partners, representatives, consultants, contractors and agents against and from any loss, injury, liability, damage, claim, lien, cost or expense, including without limitation, attorneys' fees, disbursements and costs, arising directly from any action brought against Kellerhals or Kellerhals' employees, partners, representatives, consultants, contractors and agents arising from the Purchase and Sale Agreement dated January 8, 2016.

6. This Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands, without regard to conflict of laws principles.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party to this Agreement attached thereto. This Agreement may be executed and delivered by delivery of a facsimile copy of an executed signature page or counterpart or by e-mailing a PDF version of a signed signature page or counterpart, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

KELLERHALS:

ASSIGNEE:



ERIKA A. KELLERHALS

POPLAR, INC.
By: Jeffrey Epstein, President