

Assignment and Assumption of Lease

This Assignment and Assumption of Lease (this "Agreement") is made and entered into as of October 1, 2025, by and among:

- (a) Core Harnett Crossing LLC, a North Carolina limited liability company ("Landlord");
- (b) Tortillera Rotiseria Don Chon, LLC., a North Carolina limited liability company ("Assignor"); and
- (c) Costa GMZ Corp dba Tortilleria y Taqueria Costa Chica, a North Carolina corporation ("Assignee").

Recitals

- A. Landlord and Assignor are parties to that certain Lease dated September 22, 2022 (the "Lease") for the premises commonly known as Harnett Crossing, 2116 W. Cumberland St., Dunn, NC 28334 (the "Premises").
- B. Assignor sold its business assets to Assignee under that certain Asset Purchase Agreement ("APA") dated July 19, 2025.
- C. Effective September 4, 2025, Core Harnett Crossing LLC acquired the Shopping Center and succeeded to all rights as Landlord under the Lease, with rent thereafter payable to Landlord effective October 1, 2025.
- D. The parties now desire that Assignor assign, and Assignee assume, the Lease subject to Landlord's consent under Article 37 (Assignment and Subletting).
- E. Effective immediately, the official notice address for the Assignee is 375 Madison Ave., Princeton, NC 27569.

Agreement

1. Assignment.

Effective as of July 19, 2025 (the "Effective Date"), Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease and the Premises, including any and all options, rights and privileges of Tenant under the Lease, for the remainder of the Lease term and any extensions or renewals (if any) as set forth therein.

2. Assumption.

As of the Effective Date, Assignee assumes and agrees to be bound by, observe, perform and satisfy all of the covenants, obligations, terms and conditions of the Lease arising from and after

3. No Release of Assignor / Continuing Liability.

Pursuant to Article 37 of the Lease, and except as may be expressly agreed by Landlord in writing, this Assignment does not release or relieve Assignor from any obligations under the Lease. Assignor shall remain jointly and severally liable with Assignee for the performance of all obligations under the Lease accruing prior to the Effective Date, and thereafter to the extent provided in the Lease.

4. Representations and Warranties.

Assignor represents and warrants to Assignee and Landlord that: (a) the Lease is in full force and effect and has not been modified except as disclosed in Exhibit A; (b) Assignor has not received any written notice of default which remains uncured; (c) to Assignor's knowledge, there are no unpaid Rent or Additional Rent amounts, and no liens or claims, outstanding against the Lease as of the Effective Date; and (d) the Security Deposit held by Landlord under the Lease is \$6,933.15.

5. Indemnities.

Assignor shall indemnify, defend and hold harmless Landlord and Assignee from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any breach of the Lease by Assignor, or obligations accruing prior to the Effective Date. Assignee shall indemnify, defend and hold harmless Landlord and Assignor from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to the Lease obligations from and after the Effective Date.

6. Security Deposit.

Subject to Landlord's records, the Security Deposit under the Lease is \$6,933.15. Upon the Effective Date, such Security Deposit shall continue to be held by Landlord pursuant to the Lease, for the account of the tenant under the Lease as assigned hereby. Any adjustment between Assignor and Assignee with respect to the Security Deposit shall be by separate agreement between Assignor and Assignee.

7. Processing/Transfer Fee.

Assignee shall pay to Landlord the \$1,000 processing fee required under Article 37 concurrently with execution and delivery of this Agreement, together with any reasonable documentation required by Landlord to process the assignment.

8. Insurance; Indemnity; Repairs; Compliance.

From and after the Effective Date, Assignee shall comply with Articles 20–23 (Indemnification and Insurance; Non-Liability; Hazard Insurance by Landlord; Mutual Waiver of Subrogation), Article 28 (Tenant's Repairs), Article 29 (Landlord's Repairs), Article 30 (Utilities), Article 13 (Care of Premises), Article 16 (Mechanic's Lien), and Article 17 (Pro Rata Share of Expenses, Taxes and Insurance), as applicable.



9. Defaults; Remedies.

Assignee acknowledges the default and remedy provisions set forth in Article 24 of the Lease, including the grace periods, Landlord's re-entry and reletting rights, recovery of damages, and attorneys' fees provisions, all of which are incorporated herein by reference.

10. No Waiver; No Modification.

Nothing in this Agreement shall be construed to modify or waive any provision of the Lease except as expressly set forth herein. In the event of any conflict between this Agreement and the Lease, the Lease shall control.

11. Landlord's Consent and Acknowledgments.

Landlord hereby consents to the foregoing assignment and assumption, subject to: (i) timely receipt of the \$1,000 processing fee; (ii) receipt and approval of Assignee's evidence of required insurance naming Landlord and Landlord's agent as additional insureds; and (iii) receipt of any other information reasonably requested by Landlord. Landlord acknowledges holding the Security Deposit stated above and agrees to continue to hold and apply same in accordance with the Lease.

12. Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts and by electronic signature or PDF delivery, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. Miscellaneous.

This Agreement shall be governed by the laws of the State of North Carolina. Capitalized terms used but not defined herein shall have the meanings ascribed in the Lease.

Signatures

On next page.



ASSIGNOR(S):

X Antonia Avalos Lopez
Antonia Avalos Lopez
Assignor

X Concepcion Rojas Romo
Concepcion Rojas Romo
Assignor

ASSIGNEE(S):

Costa GMZ Corp dba Tortilleria y Taqueria Costa Chica

X Felisa Habana-Barradas
Felisa Habana-Barradas
Owner/President

X Eleazar Gomez Vasquez
Eleazar Gomez Vasquez
Owner

X Jonathan E. Gomez-Habana
Jonathan E. Gomez-Habana
Owner

LANDLORD CONSENT:

Core Harnett Crossing LLC

X Core Harnett Crossing LLC
Core Harnett Crossing LLC
Representative/ Authorized Person



COPY