

**FIRST AMENDMENT FOR LEASE DATED September 1, 2021  
ASSIGNMENT OF LEASE**

This Assignment of Lease is made on February 1, 2023, between ATC Square LLC ("Landlord"), whose address is: PO Box 42, Arroyo Grande California 93421, and Jimmy Zhang, a married man dba Tropical Hawaiian BBQ, Xiaozhu Wartell, an unmarried woman, and Xiang Ming Long ("Assignors"), Hua Chen, a married man, dba Tropical Hawaiian BBQ ("Assignee"), agree as follows:

1. Recitals. This Assignment of Lease is made with reference to the following facts and objectives:
  - a) Landlord and Assignors entered into a written lease dated September 1, 2021 ("the Lease"), in which Landlord leased to Assignors, and Assignors leased from Landlord premises located in the City of Arroyo Grande, County of San Luis Obispo, California, commonly known as 1432/1436 East Grand Avenue, Arroyo Grande, CA 93420.
  - b) Assignors desires to assign all its right, title, and interest in the lease to Assignee.
  - c) That true and correct copies of the Lease are in the hands of all parties and by this reference is hereby incorporated.
  - d) Landlord shall consent to the proposed assignment on the conditions set forth in this assignment.
2. Effective Date of Assignment. The assignment in this agreement shall take effect upon satisfactory execution by all parties, or on **February 1, 2023**, if this Assignment is fully executed by that date, whichever occurs last. In the event Assignee does not purchase Assignor's business, this Assignment of Lease shall be null and void and Assignee shall have no obligations to Landlord.
3. Assignment and Assumption. Assignor assigns and transfers to Assignee all its right, title and interest in the Lease and Assignee accepts the assignment and assumes and agrees to perform, from the date the assignment becomes effective, as a direct obligation to Landlord, all the provisions of the lease.
4. Landlord's Consent. Landlord consents to the assignment without waiver of any restrictions concerning further assignment.
5. Assignor's Liability. Assignor shall remain liable for the performance of the provisions of the lease and acknowledge that this Assignment of Lease shall not serve to relieve, satisfy, release, or otherwise effect their obligations to Landlord under the terms of the Lease, or any subsequent renewal period.
6. Default of Lease; Notice to Assignor. Landlord will send to Assignor any notice of default that Landlord sends to Assignee.
7. Security Deposit. The parties acknowledge that Landlord now holds the sum of Two Thousand Dollars (\$2,500.00) to be held subject to the provision of the lease. Assignor releases all claims to that sum, and the sum shall be held by Landlord for the benefit of Assignee, subject to the provisions of the lease.
8. Amendment of Lease. Assignee shall obtain Assignor's consent prior to entering into any agreement with Landlord that may amend the Lease.



9. Miscellaneous.

a. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this assignment. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this paragraph.

b. Successors. This assignment shall be binding on and inure to the benefit of the parties and their successors.

c. This Assignment of Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

d. Each of the parties hereto represent that: (i) They have had ample time to review and understand all of the provisions of this Lease; (ii) They have been encouraged to review all of the provisions of this Agreement with independent legal counsel, and have either obtained such a review or have knowingly waived their right to do so; (iii) There has not been representation, warranty, or recommendation from Tracy Liskey-Del Rio or any broker or other agent, other than each party's respective legal counsel, regarding the legal sufficiency, legal effect, tax consequences, or environmental responsibilities resulting or arising from this Agreement; and (iv) They have entered into this Agreement by their free will and choice, without any compulsion, duress, or undue influence.

LANDLORD: ATC Square, LLC

By: Tracy Liskey-Del Rio  
Tracy Liskey-Del Rio  
Managing Member

Date: 1-19-2023

ASSIGNORS:

By: Jimmy Zhang  
Jimmy Zhang  
Personal Guarantor

Date: 1-19-2023

By: Xiaozhu Wartell  
Xiaozhu Wartell  
Personal Guarantor

Date: 1-19-2023

By: Xiang Ming Long  
Xiang Ming Long  
Personal Guarantor

Date: 1-19-2023

ASSIGNEE:

By: Hua Chen  
Hua Chen  
Owner

Date: 1-19-2023



**SECOND AMENDMENT FOR LEASE DATED SEPTEMBER 1, 2021  
ASSIGNMENT OF LEASE**

This Assignment of Lease is made on **February 1, 2023**, between **ATC Square LLC** ("Landlord"), whose address is: PO Box 42, Arroyo Grande California 93421, and **Hua Chen, a married man, dba Tropical Hawaiian BBQ** ("Assignee".)

1. Recitals. This Assignment of Lease is made with reference to the following facts and objectives:

- a) Landlord and Assignor entered into a written lease dated September 1, 2021 ("the Lease"), in which Landlord leased to Assignor, and Assignor leased from Landlord premises located in the City of Arroyo Grande, County of San Luis Obispo, California, commonly known as 1436/1432 East Grand Avenue, Arroyo Grande, CA 93420.
- b) Assignor desires to assign all its right, title, and interest in the lease to Assignee.
- c) That true and correct copies of the Lease are in the hands of all parties and by this reference is hereby incorporated.
- d) Landlord shall consent to the proposed assignment on the conditions set forth in this assignment.

2. Effective Date of Assignment. The assignment in this agreement shall take effect upon satisfactory execution by all parties, or on **February 1, 2023**, if this Assignment is fully executed by that date, whichever occurs last. In the event Assignee does not purchase Assignor's business, this Assignment of Lease shall be null and void and Assignee shall have no obligations to Landlord.

3. Assignment and Assumption. Assignor assigns and transfers to Assignee all its right, title and interest in the Lease and Assignee accepts the assignment and assumes and agrees to perform, from the date the assignment becomes effective, as a direct obligation to Landlord, all the provisions of the lease.

4. Landlord's Consent. Landlord consents to the assignment without waiver of any restrictions concerning further assignment.

5. Assignor's Liability. Assignor shall remain liable for the performance of the provisions of the lease and acknowledge that this Assignment of Lease shall not serve to relieve, satisfy, release, or otherwise effect their obligations to Landlord under the terms of the Lease, or any subsequent renewal period.

6. Default of Lease; Notice to Assignor. Landlord will send to Assignor any notice of default that Landlord sends to Assignee.

7. Security Deposit. The parties acknowledge that Landlord now holds the sum of Two Thousand Dollars (\$2,500.00) to be held subject to the provision of the lease. Assignor releases all claims to that sum, and the sum shall be held by Landlord for the benefit of Assignee, subject to the provisions of the lease.

8. Amendment of Lease. Assignee shall obtain Assignor's consent prior to entering into any agreement with Landlord that may amend the Lease.



9. Miscellaneous.

a. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this assignment. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this paragraph.

b. Successors. This assignment shall be binding on and inure to the benefit of the parties and their successors.

c. This Assignment of Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

d. Each of the parties hereto represent that: (i) They have had ample time to review and understand all of the provisions of this Lease; (ii) They have been encouraged to review all of the provisions of this Agreement with independent legal counsel, and have either obtained such a review or have knowingly waived their right to do so; (iii) There has not been representation, warranty, or recommendation from Tracy Liskey-Del Rio or any broker or other agent, other than each party's respective legal counsel, regarding the legal sufficiency, legal effect, tax consequences, or environmental responsibilities resulting or arising from this Agreement; and (iv) They have entered into this Agreement by their free will and choice, without any compulsion, duress, or undue influence.

**LANDLORD:**

ATC Square, LLC

By: Tracy Liskey Del Rio  
Tracy Liskey-Del Rio  
Managing Member

Date: 1-19-2023

**ASSIGNEE:**

By: Hua Chen  
Hua Chen  
"dba Tropical Hawaiian BBQ"  
Personal Guarantor, Owner

Date: 1-19-2023