

ASSIGNMENT OF COMMERCIAL SUBLEASE

This Assignment of Commercial Sublease (the "Assignment") is made and effective as of October ____, 2013 (the "Effective Date") by and between Mohd Assaf (the "Assignor") and Robot Coffee Company, LLC (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor, as Sublessee, is party to that certain commercial sublease agreement with the Village of Lombard, an Illinois Municipal Corporation, 255 E. Wilson Ave, Lombard, Illinois, as sublessor (the "Sublessor"), dated as of _____, a copy of which is attached hereto as Exhibit A hereto and made a part hereof by reference (the "Sublease"); and

WHEREAS, the Sublease covers certain property consisting of approximately one hundred two (102) square feet vendor space; along with an adjacent twenty-four (24) square foot space immediately within the waiting area for ancillary and supplemental use for customers of the Assignor as shown on Exhibit C attached to the Sublease; the "Premises" are within a fifteen hundred seventy (1570) square foot train station, leased from Union Pacific Railroad Company (the "Lessor") and located at 9 South Main Street, Lombard, Illinois, commonly known as the Lombard Metra Station and situated upon a portion of real property legally described in Exhibit B attached to the Sublease (the "Property"); and

WHEREAS, the Assignor wishes to assign all of its rights and obligations under the Sublease and to the Premises to the Assignee, and the Assignee wishes to accept this assignment of interest in the Sublease and the Premises and to assume these obligations on the terms and conditions set forth in this Assignment;

NOW THEREFORE, in consideration of the above recitals, the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties hereby agree as follows:

1. ASSIGNMENT.

The Assignor hereby assigns, transfers, sets over, and delivers to the Assignee of all its right, title, and interest in and to the Sublease and all of the Premises governed thereby, subject to all of the terms and the conditions in the Sublease and in this Assignment. This Assignment shall be effective as of the Effective Date and shall continue until the present term of the Sublease ends.

2. ASSUMPTION OF RIGHTS AND DUTIES.

From and after the Effective Date, all rights and duties under the Sublease, including the obligation to pay all rent under the Sublease as and when the same shall become due, will be assumed by the Assignee; and the Assignor shall have no further obligations thereunder. The Assignor will, however, continue to be responsible for obligations accruing before the Effective

Date unless the Assignor, the Sublessor, and the Assignee otherwise expressly provide through a separate agreement.

3. REIMBURSEMENT.

Not Applicable.

4. INDEMNIFICATION.

- (a) The Assignor hereby agrees to indemnify and hold harmless the Assignee from any and all costs, liabilities, losses, damages, expenses, liens, or claims (including, without limitation, reasonable attorneys' fees) arising out of the Assignor's failure to perform its duties or obligations under the Sublease before the Effective Date of this Assignment.
- (b) The Assignee hereby agrees to indemnify and hold harmless the Assignor from any and all costs, liabilities, losses, damages, expenses, liens, or claims (including, without limitation, reasonable attorneys' fees) arising out of or relating in any way to the Sublease, except if such costs arise from the Assignor's failure to perform its duties or obligations under the Lease before the Effective Date.
- (c) The Assignee hereby agrees to protect, indemnify, and hold harmless the Assignor and its officers, employees, representatives, agents, fiduciaries, attorneys, directors, shareholders, insurers, predecessors, parents, affiliates, benefit plans, successors, heirs, and assigns from and against any and all costs, liabilities, losses, damages, expenses, liens, or claims (including, without limitation, reasonable attorneys' fees) arising out of or attributable to, directly or indirectly, the acts or omissions of the Assignee or its agents, contractors, or employees with respect to the Premises or any activities thereon. This indemnification shall survive the termination of the Sublease and this Assignment.

5. CONTINUING EFFECTIVENESS OF SUBLEASE.

This Assignment is made on the understanding that all other terms and conditions of the Lease shall remain in full force and effect, including the prohibition against further assignments and subleases without the Sublessor's express written consent.

6. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warranties as follows:

- (a) The Assignor is the lawful and sole owner of the interests assigned under this Assignment;
- (b) The Sublease is in full force and effect, and fully assignable pursuant to its terms;
- (c) The interests assigned under this Assignment are free from all liens, claims, and encumbrances;

- (d) Except for the Sublessor and the Assignor, there are no parties in possession or occupancy of the Premises or any part thereof, nor are there any parties who have any possessory rights with respect to the Premises or any part thereof; and
- (e) The Assignor has performed all obligations and duties, and made all required payments, under the Sublease.

7. CONDITION OF PREMISES.

The Assignee acknowledges and agrees, by its acceptance hereof, that it has examined and inspected the Premises and accepts them “as is” and in its present condition with all faults. The Assignee further acknowledges that the Assignor has not made, does not make, and specifically disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the status, nature, quality, or condition of the Sublease or the Premises

8. ADDITIONAL TERMS OF ASSIGNMENT.

The Parties hereby agree to the following additional terms:

NONE

9. INTERPRETATION.

In interpreting the language of this Assignment, the Parties shall be treated as having drafted this Assignment after meaningful negotiations. The language in this Assignment shall be construed as to its fair meaning and not strictly for or against either Party.

10. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:
Mohd Assaf
1145 S. Grace
Lombard, IL 60148

If to the Assignee:
Robot Coffee Company, LLC
425 Wisconsin Ave, Apt 3W
Oak Park, IL 60302

11. MODIFICATION.

No amendment, addendum, change, or modification of this Assignment shall be valid unless in writing and signed by both Parties.

12. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of Illinois. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

13. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

14. ENTIRE AGREEMENT.

This Assignment constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

15. APPROVAL OF SUBLESSOR.

This Assignment shall not become effective until approved and executed by the Lessor and the Sublessor, as required by Section 5 of the Sublease

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

Mohd Assaf d/b/a The Corner House, Inc.

By: _____

Name: Mohd Assaf

Title: Individually and as President/ Owner

ASSIGNEE

Robot Coffee Company, LLC

By: _____

Name:

Title:

SUBLESSOR'S CONSENT [AND RELEASE]

The undersigned, as Sublessor under the Sublease, hereby consents to this assignment of the Sublease, and to the Assignee's assumption of the Assignor's obligations thereunder, including the obligation to pay rent pursuant to the Sublease as and when the same shall become due. As of the Effective Date of the Assignment, the Sublessor releases the Assignor from all liability for obligations (including rent payments) under the Sublease.

SUBLESSOR

By: _____
Keith Giagnorio
Village President

Attest: _____
Sharon Kuderna
Village Clerk

LESSOR'S CONSENT [AND RELEASE]

The undersigned, as Lessor under the Lease, hereby consents to this assignment of the Sublease, and to the Assignee's assumption of the Assignor's obligations thereunder, including the obligation to pay rent pursuant to the Sublease as and when the same shall become due. As of the Effective Date of the Assignment, the Lessor releases the Assignor from all liability for obligations (including rent payments) under the Sublease.

SUBLESSOR

By: _____
Keith Giagnorio
Village President

Attest: _____
Sharon Kuderna
Village Clerk