

**AGREEMENT TO ASSIGN THE WEBER COUNTY LIBRARY
COMMERCIAL SPACE LEASES**

This Assignment is made by and between Bean-a-Colada Coffee (the “Assignor”) and Dolce Hospitality, dba Prego Cafes (the “Assignee”). The Weber County Library (the “Obligor”) is the Landlord of the premises in question.

RECITALS

WHEREAS, Assignor entered into the following lease agreements with the Obligor in the following locations:

- Main Library, 2464 Jefferson, Ogden, lease expires May 14, 2026
- Pleasant Valley Branch, 5568 Adams Ave, Washington Terrace, lease expires May 14, 2026
- Southwest Branch, 1950 W 4000 S, Roy, lease expires March 31, 2026; and

WHEREAS, Assignor wishes to assign all of its rights and obligations under the lease agreements to Assignee as of June 1, 2022; and

WHEREAS, the Obligor agrees to the assignment;

AGREEMENT

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. Assignor hereby assigns all of its titles, rights, and interests, and delegates all of its obligations, responsibilities, and duties, in and to the lease agreements with Obligor to Assignee.
2. Assignee hereby accepts the assignment of all of Assignor’s obligations, responsibilities, and duties and all of Assignor’s rights, titles, and interests under the lease agreements with Obligor.
3. Effective Date: This assignment is effective as of June 1, 2022.
4. Mutual Representation and Warranties: Each party hereby represents and warrants to the other party as follows: (i) it is a validly existing organization in good standing under the laws of the state in which it was organized; and (ii) it has the full right to enter into this agreement and bound by all of the terms set forth herein without violating any applicable law, rule, or regulation.
5. Representation and Warranties of Assignor: Assignor additionally represents and warrants to Assignee as follows: (i) there is no breach or default by Assignor under the assigned lease agreements, and Assignor is in full compliance with all of its terms up through the Effective Date; and (ii) it is the sole owner of all of the rights granted to Assignee hereunder, free and clear of any lien, claim, threatened claim, security interest, or other encumbrance of any kind.

6. Representation and Warranties of Assignee: Assignee additionally represents and warrants to Assignor that it will dutifully fulfill all of the obligations assumed by it pursuant to this agreement to the best of its ability and in a timely manner pursuant to the assigned lease agreements.

7. Representation and Warranties of Assignor to Obligor: Notwithstanding this assignment, Assignor expressly acknowledges and agrees that it shall remain liable to the Obligor to observe and perform all of the conditions and obligations in the assigned lease agreements.

8. Severability: If any term or provision of this assignment is held invalid or unenforceable by any court or as a result of future legislative action, the remainder of this assignment shall not be affected thereby, and each term and provision of this assignment shall be valid and be enforced to the fullest extent permitted by law. In lieu of such illegal, invalid, or unenforceable provision, the parties shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the parties' intent in entering into this agreement.

9. Governing Law: This assignment shall be construed and interpreted, and the rights of the parties determined by, the laws of the State of Utah.

10. Modification: This agreement may only be modified if the modification is made in writing and executed by the Assignor, the Assignee, and the Obligor.

In witness whereof, the parties have caused this Assignment to be dully executed as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott Jenkins, Chair

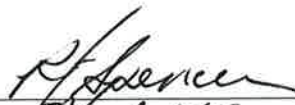
Commissioner Harvey voted _____
Commissioner Jenkins voted _____
Commissioner Froerer voted _____

ATTEST

Ricky Hatch, CPA Weber County


Obligor:

WEBER COUNTY LIBRARY BOARD

By: 
Name: Reed F. Spencer
Title: Chair, Bd of Trustees

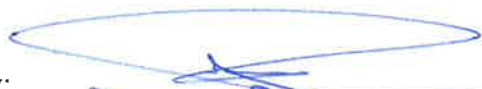
Assignor:

Bean-a-Colada Coffee, LLC

By: 
Name: Heather Jensen
Title: (Seller) owner

Assignee:

Dolce Hospitality, dba Prego Cafes

By: 
Name: Ramiro Blaymond
Title: OPERATION MANAGER