

ASSIGNMENT OF LEASE

AGREEMENT by and between _____ (Tenant),
and _____ (Assignee), and _____
(Landlord). For value received, it is agreed by and between the parties that:

1. Tenant hereby agrees to assign, transfer and deliver to assignee all of Tenant's remaining rights in and to a certain lease between Tenant and Landlord for premises know as:

under lease dated _____

2. Assignee agrees to accept said Lease, pay all rents and punctually perform all of Tenant's remaining obligations under said Lease accruing after the date of delivery of possession to the assignee as contained herein. Assignee further agrees to indemnify and save harmless the Tenant from any breach of Assignee's obligations hereunder.

3. The parties acknowledge that Tenant shall deliver possession of the leased premises to Assignee on _____ (effective date); time being of the essence. All rights and other charges accrued under the Lease prior to said date shall be fully paid by Tenant, and thereafter by the Assignee.

4. Landlord hereby assents to the assignment of lease, provided that:

a) Assent to the assignment shall not discharge Tenant of its obligations to pay rent under the Lease in the event of breach by Assignee

b) In the event of breach by Assignee, Landlord shall provide Tenant with written notice of same and Tenant shall have full rights to recover possession of the leased premises (in the name of Landlord, if necessary) and retain all rights for the duration of said Lease provided it shall pay all accrued rents and cure any other default.

5. The parties acknowledge the lease to be in good standing and in full force and effect without modification.

6. The agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this _____ day of _____, _____

In the presence of:

Witness

Tenant

Witness

Assignee

Witness

Landlord