ASSIGNMENT OF LEASE

ASSIGNMENT of lease by and between _ [Tenant], and _ [Sub-Tenant], and _ [Landlord].

For good consideration, it is agreed by and between the parties that:

1. Tenant hereby assigns, transfers and delivers to Sub-Tenant all of Tenant's rights in and to a certain lease between Tenant and Landlord for certain premises known as [Describe]

   _, under lease dated _, 19_. [Lease]

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

3. The parties acknowledge that Tenant shall deliver possession of the leased premises to Sub-Tenant on _, 19_; time being of the essence. All rents and other charges accrued under the Lease prior to said date shall be fully paid by Tenant, and thereafter by the Sub-Tenant.

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

   a] Assent to the assignment shall not discharge Tenant of its obligations under the Lease in the event of breach by Sub-Tenant.

   b] In the event of breach by Sub-Tenant, Landlord shall provide Tenant with written notice of same and Tenant shall have full rights to commence all actions 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.

   c] There shall be no further assignment of lease without prior written consent of Landlord.

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

Signed under seal this _ day of _, 19_.

_____
Tenant

_____
Sub-Tenant

_____
Landlord