

## ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASES dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

ASSIGNOR  
(hereinafter called the "Assignor")  
OF THE FIRST PART

- and -  
ASSIGNEE

(hereinafter called the "Assignee")  
OF THE SECOND PART

- and -  
LANDLORD  
(hereinafter called the "Landlord")  
OF THE THIRD PART

WHEREAS

A. By a lease dated the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Lease") the Landlord leased to Assignor, as tenant, for a term (the "Term") of \_\_\_ years, commencing on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, certain premises (the "Premises") containing a certified area of \_\_\_\_\_ square feet shown outlined in red on the plan attached to the lease as Schedule "\_\_\_", located at \_\_\_\_\_, in \_\_\_\_\_;

B. The Lease contains a covenant on the part of the Tenant not to assign the Lease without the consent of the Landlord;

C. The Assignor has agreed to assign the Lease to the Assignee subject to obtaining the Landlord's consent to such assignment;

D. The Assignor has applied to the Landlord for such consent and the Landlord has agreed to grant its consent to the within assignment as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), subject to the terms and conditions herein set out.

NOW THEREFORE THIS ASSIGNMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and the sum of One Dollar (\$1.00) paid by each of the parties to the others, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### 1. Assignment

As of and from the Effective Date, the Assignor transfers, sets over and assigns the Lease and all privileges and appurtenances belonging thereto, together with the unexpired residue of the Term, and the Premises and all benefits and advantages to be derived therefrom, to the Assignee.

TO HAVE AND TO HOLD the same unto the Assignee, subject to the payment of the Rent payable under the terms of the Lease and the observance and performance of the covenants and conditions in the Lease to be observed and performed on the part of the Tenant.