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## Landlord's Consent to Sublease

by Documatica Legal Forms Inc.

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THIS CONSENT TO SUBLEASE (the "Consent") is hereby executed this 21st day of May, 2010.

**BETWEEN:**

Steven Bong

(the "Landlord")

- AND -

Maria Goldsmith

(the "Tenant")

- AND -

Basilio Baracca

(the "Subtenant")

### 1. BACKGROUND

The Tenant and Landlord have entered into a lease agreement (the "Lease") with each other. The Lease, commencing May 1, 2010, governs the occupancy of the property located at 538 First St., Winnipeg, Manitoba, M3N 2J3 (the "Premises").

The Tenant wishes to sublease (the "Sublease") the entire Premises. The Tenant wishes for the Sublease to commence May 23, 2011 and end May 23, 2012 (the "Sublease Period").

As of May 23, 2011, and continuing until the end of the Sublease Period, the Subtenant agrees to undertake all rights and responsibilities with regard to the Premises, as set forth in the Lease.

IN CONSIDERATION OF the Landlord agreeing to the Sublease, the Tenant transferring all of its rights and responsibilities as described in the Lease, and the Subtenant consenting to assume the Lease and all of the Tenant's obligations therein, the parties hereby agree to the following conditions:

## 2. CONSENT TO SUBLEASE

The Landlord consents to the Sublease and the transactions contemplated by that Sublease.

The Landlord's consent to the Sublease will not be deemed a consent of:

1. The terms and conditions of the Consent;
2. Any further subleasing of the Subleased Premises;
3. Any subleasing of any other portion of the Subleased Premises; or
4. The subleasing, to any other subtenant, of any portion of the Subleased Premises or on any other terms than those specified herein. Promptly after the execution of this Consent, the Tenant will provide a copy of the fully executed Consent to the Landlord.

## 3. CONTINUING LIABILITY

The Tenant understands and acknowledges that:

1. It will retain its obligation to abide by all of the terms and conditions set forth in the Lease, and will remain liable for said terms and conditions, notwithstanding the existence of, and Landlord's agreement to, the Sublease, or any breach thereof committed by the Subtenant; and
2. Should the Tenant breach any of the terms of the Lease, the Landlord reserves the right to pursue any remedies available, regardless of whether the Subtenant has or has not abided by the terms of the Sublease.

#### 4. ASSUMPTION BY SUBTENANT

The Subtenant understands that it will fully assume the applicable obligations and responsibilities of the Tenant under the Lease, from the period of May 23, 2011 until the end of the Sublease Period.

#### 5. USE OF PREMISES

Unless otherwise stated in this Conset, the Subtenant and its agents and/or employees will only use the Premises in accordance with the permitted use(s) described in the Lease. In addition, the Subtenant will abide by all other terms and conditions set out in the Lease.

#### 6. ASSIGNMENT AND SUBLETTING

The Subtenant will not sublet, transfer or further assign the Premises, or any part thereof, without the Landlord's and the Tenant's prior written consent.

#### 7. NOTICES

The Landlord agrees that any notices of default under the Lease be sent to the Tenant, and also to the Subtenant at 538 First St., Winnipeg, Manitoba, M3N 2J3. To the extent that the default was not caused by the Subtenant, the Subtenant will have the

same rights to cure the default as are given to the Tenant in the Lease.

#### 8. ATTORNEY FEES

Should a legal action be initiated concerning this Agreement, the unsuccessful party will pay to the successful party a reasonable sum for the successful party's legal fees. In addition, both parties will pay any sums mandated by the court.

#### 9. TERMINATION OF THE LEASE

If the Lease is terminated for any reason prior to the expiration of the Sublease Period, the Sublease will also terminate unless the Subtenant is asked in writing by the Landlord, and agrees, to attorn to the Landlord for the remainder of the Sublease Period under the terms and conditions herein.

#### 10. BINDING EFFECT

The covenants and obligations set forth in this Agreement shall be binding upon the heirs, executors, successors, legal representatives, administrators, and assigns of the parties.

This sample represents only part of a completed document.  
The remainder of the document has been intentionally omitted.