Landlord's Consent to Lease Assignment

by Documatica Legal Forms Inc.

THIS CONSENT TO LEASE ASSIGNMENT (the "Assignment is hereby executed Bob Couteau this 24th day of November, 2010.

BETWEEN:

(the "Landlord")

- AND - Jean Jacques

(the "Assignor")

- AND -

Billy Mahalo

(the "Assignee")

1. BACKGROUND

The Assignor and Landlord have entered into a lease agreement (the "Lease") with each other. The Lease, commencing October 13, 2009, governs the occupancy of the property located at Suite 1902, 547 Yonge Street, Toronto, Ontario, 75632 (the "Premises").

As of November 28, 2010, and continuing until the end of the term of the Lease, the Assignor has or will be assigning all of its rights and responsibilities, as set forth in the

Copyright (c) 2009 Page 1 Lease, to the Assignee (the "Assignment").

IN CONSIDERATION OF the Landlord agreeing to the Assignment, the Assignor transferring all of its rights and responsibilites as described in the Lease, and the Assignee consenting to assume the Lease and all of the Assignor's obligations therein, the parties hereby agree to the following conditions:

2. CONSENT TO ASSIGNMENT

The Landlord consents to the Assignment at the transactions contemplated by that Assignment.

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

- 1. The terms and conditions of the Assignment;
- 2. Any further assument of the Premises:
- 3. Any assignment of any other portion of the Premises; or
- 4. The assignment, to any other assignor, of any portion of the Premises or on any other terms than those specified herein. Promptly after the execution of this Agreement, the Assignor will provide a copy of the fully executed Agreement to the Landlord.

3. LIABILITY OF ASSIGNOR

The Assignor understands that it will retain its obligations under the Lease in the event of a breach by the Assignee, regardless of the Landlord's consent to the Assignment.

4. ASSUMPTION BY ASSIGNEE

The Assignee understands that it will fully assume the applicable obligations and responsibilities of the Tenant under the Lease, from the period of November 28, 2010 until the end of the term of the Lease.

5. ASSIGNMENT AND SUBLETTING

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

6. 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.