

Landlord's Consent to Lease Assignment

THIS CONSENT TO LEASE ASSIGNMENT (the "Assignment") is hereby executed this 24th day of January, 1998.

BETWEEN:

Benito Weathers

(the "Landlord")

- AND -

Brice Beckman and Otelia Boyce

(collectively and individually the "Assignor")

- AND -

Matthew Driver and Terry Sapp

(collectively and individually the "Assignee")

1. BACKGROUND

The Assignor and Landlord have entered into a lease agreement (the "Lease") with each other. The Lease, commencing 1996-01-19, governs the occupancy of the property located at Suite #7088, 2528 Glenway Square, Philadelphia, Michigan, Georgia, 15475-7253 (the "Premises").

As of Lorem ipsum aliquam quisque interdum, arcu eleifend., 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 Lease, to the Assignee (the "Assignment").

IN CONSIDERATION OF the Landlord agreeing to the Assignment, the Assignor transferring all of its rights and responsibilities 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 and 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 assignment 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 Lorem ipsum aliquam quisque interdum, arcu eleifend. 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.

7. 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.

8. REQUIREMENT OF EXECUTION

This Consent will not be valid and binding on the Landlord, Assignor and Assignee unless and until it has been completely executed by all of the parties.

(This space intentionally left blank)

IN WITNESS WHEREOF the Assignor, the Assignee and the Landlord have duly affixed their signatures under hand and seal on this 24th day of January, 1998.

Per: _____
(SEAL) Benito Weathers
(Landlord)

Per: _____
(SEAL) Brice Beckman
(Tenant)

Per: _____
(SEAL) Otelia Boyce
(Tenant)

Matthew Driver
(Tenant)

Terry Sapp
(Tenant)