

Assignment of Lease by Lessee with Consent of Lessor

Assignment made as of _____ (date) by _____
(Name of Assignor) of _____
_____ (street address, city, county, state, zip code),
hereinafter called Assignor, to _____ (Name of Assignee) of

(street address, city, county, state, zip code), hereinafter called Assignee.

For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns and transfers to Assignee the certain Lease dated _____ (date), executed by Assignor as _____ and by _____ (Name of Lessor) of _____ (street address, city, county, state, zip code), as Lessor, and the promises described in **Exhibit A** attached hereto and made a part hereof, together with all Assignor's right, title, and interest in and to the Lease and heretofore performed promises, subject to all the conditions and terms contained in the Lease, to have and to hold from _____ (date), until the present term of the Lease expires on _____ (date). A copy of the Lease is attached hereto as **Exhibit B** and made a part hereof by reference.

Assignor covenants that he is the lawful and sole owner of the interest assigned hereunder and that this interest is free from all encumbrances; and that he has performed all duties and obligations and made all payments required under the terms and conditions of the Lease.

Assignee agrees to pay all rent due after the effective date of this Assignment, and to assume and perform all duties and obligations required by the terms of the Lease.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

WITNESS our signatures as of the day and date first above stated.

(Printed Name of Assignor)

(Printed Name of Assignee)

(Signature of Assignor)

(Signature of Assignee)

Consent of Lessor

I, _____ (**Name of Lessor**), the Lessor named in the above Assignment of that Lease executed by me on _____ (**date**), consent to that Assignment. I also consent to the agreement by Assignee to assume after _____ (**date**), the payment of rent and performance of all duties and obligations as set forth in the Lease, and I release _____ (**Name of Lessee**), Lessee and Assignor, from all duties and obligations under the Lease, including the payment of rent, after _____ (**date**), and accept Assignee as Lessee in the place of _____ (**Name of Lessee**), Lessee and Assignor.

Witness my signature this the ____ day of _____, 20____.

(Printed Name of Lessor)

(Signature of Lessor)

Attach Exhibits

Acknowledgement

SAMPLE