

## Consent to Assignment Agreement

This Consent to Assignment Agreement ("Consent") is made as of \_\_\_\_\_, by City of Sacramento, charter, a Municipal Corporation ("Lessor"), to John Shahabian, an individual ("Assignor"), and Trong Nguyen, dba La Bou Bakery and Cafe ("Assignee").

### Recitals

This Consent is made with regard to the following facts:

- A. Lessor and Assignor, as tenant, have entered into a Lease ("Lease") dated March 1, 2001, under which Lessor leased to Assignor the premises known as 1122 11<sup>th</sup> Street ("Premises"), which comprise a portion of the parking garage located at 1126 11<sup>th</sup> Street at L Street, Sacramento, California, and are more particularly described in the Lease.
- B. Assignor desires to assign to Assignee all of its right, title, and interest in, to, and under the Lease and the Premises.
- C. Assignor and Assignee desire to obtain Lessor's consent to the Assignment and Lessor is willing to consent to the Assignment on the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants contained in this Consent, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows.

- 1. *Assumption and No Release*
  - A. Assignee expressly assumes and agrees for the benefit of Lessor to be bound by, and to perform and comply with, every obligation of Assignor under the Lease.
  - B. Assignor shall remain jointly and severably liable for the performance of all obligations under the lease arising before the effective date of this Consent.
- 2. *Subsequent Assignments; Recapture.* This Consent does not constitute a consent to any subsequent subletting or assignment and does not relieve Assignee or any person claiming under or through Assignee of the obligation to obtain the consent of Lessor under Section 26 of the Lease to any future assignment or sublease. Notwithstanding the foregoing, Lessor may consent to subsequent sublettings and assignments of the Lease, or amend the Lease without notifying Assignor or anyone else liable under the Lease, including any guarantor of the Lease, and without obtaining their consent, and that action by Lessor will not relieve those persons of liability.

3. *Security Deposit.* Assignor acknowledges the transfer and assignment of all right, title, and interest in, to, or under the TWO THOUSAND DOLLARS (\$2,000.00) deposited with Lessor as a security deposit under section 7 of the lease. Assignor waives all claims against Lessor as to the security deposit. Assignee will protect, defend, indemnify and hold Lessor harmless from and against any claims Assignor may raise against Lessor as to the security deposit.

5. *General Provisions*

5.1. *Consideration for Assignment.* Assignor and Assignee represent and warrant that there are no additional payments of rent or any other consideration of any type which has been paid or is payable by Assignee to Assignor in connection with 1276.1 Sample Consent to Assignment Agreement the Assignment or the Premises, other than as is disclosed in the Assignment.

5.2. *Brokerage Commission.* Assignor and Assignee agree that Lessor will not be liable for any brokerage commission or finder's fee in connection with the consummation of the Assignment or this Consent. Assignor and Assignee will protect, defend, indemnify and hold Lessor harmless from any brokerage commission or finder's fee in connection with the consummation of the Assignment or this Consent, and from any cost or expense (including attorney fees) incurred by Lessor in resisting any claim for any such brokerage commission or finder's fee. The provisions of this Section 5.2 shall survive the expiration or earlier termination of both the Assignment and this Consent.

5.3. *Controlling Law.* The terms and provisions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.

5.4. *Captions.* Captions to the sections in this Consent are included for convenience only and do not modify any of the terms of this Consent.

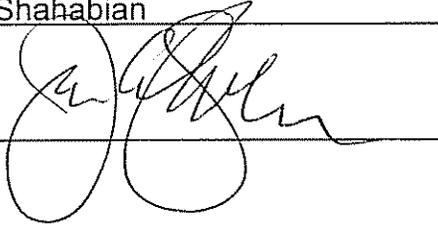
5.5. *Entire Agreement; Waiver.* This Consent constitutes the final, complete and exclusive statement between the parties to this Consent pertaining to the terms of Lessor's consent to the Assignment, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing,

- 5.6. *Waiver.* Except as explicitly stated in this Consent, nothing contained in this Consent will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the Lease. In addition, the acceptance of rents by Lessor from Assignee or anyone else liable under the Lease will not be deemed a waiver by Lessor of any provisions of the Lease
- 5.7. *Notice.* Any notice that may or must be given by any party under this Consent will be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to Lessor, Assignor or Assignee shall be sent to the respective address set forth on the signature page below, or to such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section 4.7. A notice sent pursuant to the terms of this Section 4.7 shall be deemed delivered (A) when delivery is attempted, if delivered personally, (B) three (3) business days after deposit into the United States mail, or (C) the day following deposit with a nationally recognized overnight courier.

Lessor, Assignor and Assignee have executed this Consent as of the above date.

**ASSIGNOR:**

John Shahabian

By: 

**LESSOR:**

City of Sacramento

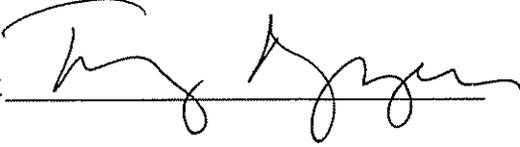
A Charter Municipal Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

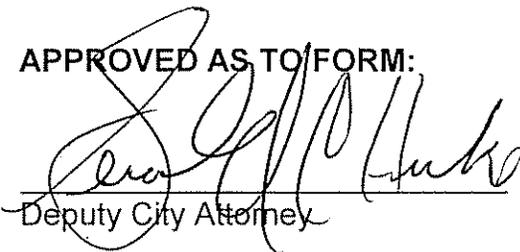
**ASSIGNEE:**

Trong Nguyen

By: 

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
Deputy City Attorney

**ATTEST:**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_