

## ASSIGNMENT AND ASSUMPTION OF LEASE(S)

1	Buyer(s) _____
2	Seller(s) _____
3	Property Address or Tax ID #: _____
4	_____ (the "Property")

5 Seller assigns to Buyer, as of Closing Date, all of Seller's rights, title, and interest in and to the lease(s) appearing on the attached exhibit (individually and  
6 collectively, the "Leases"), and Buyer accepts such Assignment and agrees to assume all obligations of Seller under the Leases as of the closing date.

7 Seller hereby agrees to indemnify, defend, and hold Buyer harmless from and against any and all liabilities, losses, claims, damages, costs, and expenses,  
8 including without limitation reasonable attorney fees and costs incurred at trial and on appeal (collectively, the "Claims"), arising out of or related to Seller's  
9 obligations under the Leases for the period prior to the closing date. Buyer hereby agrees to indemnify, defend, and hold Seller harmless from and against any  
10 and all Claims arising out of or related to Buyer's obligations under the Leases for the period on or after the Closing Date.

11 Any dispute between Seller and Buyer arising out of this Assignment will be handled by the dispute resolution procedures set forth in the real estate Sale  
12 Agreement.

13 This Assignment will be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

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14 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

15 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

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16 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

17 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

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18 Buyer's Agent \_\_\_\_\_ Seller's Agent \_\_\_\_\_