

**ASSIGNMENT AND ASSUMPTION OF LEASES**

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

5 Seller assigns to Buyer, as of the Closing of the transaction described in the Real Estate Sale Agreement between Buyer and Seller (the "Sale Agreement"),  
6 all of Seller's rights, title, and interest in and to the lease(s) appearing on the attached Exhibit A (individually and collectively, the "Leases"). Buyer accepts this  
7 Assignment and assumes all obligations of Seller accruing under the Leases after the Closing. Buyer acknowledges receipt of copies of all Leases.

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

12 Any dispute between Seller and Buyer arising out of this Assignment will be resolved in accordance with any dispute resolution procedures set forth in the Sale  
13 Agreement.

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

15 Capitalized terms not defined in this Assignment have the meanings given in the Sale Agreement.

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

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

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

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

20 Buyer's Agent \_\_\_\_\_ Seller's Agent \_\_\_\_\_