

ASSIGNMENT AND ASSUMPTION OF SALE AGREEMENT

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

5 This Assignment and Assumption of Sale Agreement (this "Assignment") is entered into by and between _____
6 _____ ("Assignor") and _____
7 ("Assignee"). Assignor is the "Buyer" under the Sale Agreement.

1. ASSIGNMENT: Assignor assigns to Assignee: *(select one)*

9 (a) all of Assignor's rights, obligations and liabilities under the Sale Agreement. Assignor will no longer have any rights under the Sale
10 Agreement. Assignor will indemnify and hold Assignee harmless from any cost, loss or claim associated with the Sale Agreement arising on
11 or before the date of this Assignment Agreement. Assignee will indemnify and hold Assignor harmless from any cost, loss or claim associated
12 with the Sale Agreement arising after the date of this Assignment Agreement.

13 (b) an undivided interest in Assignor's rights, obligations and liabilities under the Sale Agreement. Assignor and Assignee will jointly have
14 and perform all of the rights, obligations and liabilities of Assignor under the Sale Agreement as co-buyers.

2. ASSUMPTION: Assignee accepts this Assignment and assumes all of the rights, obligations and liabilities assigned in Section 1.**3. RELEASE:** If Section 1.(a) is selected, Assignor is: *(select one)*

17 (a) released from and will no longer have any liabilities under the Sale Agreement.

18 (b) not released from and will remain jointly liable with Assignee for all of the Buyer's obligations under the Sale Agreement. If Assignee
19 fails to perform any restoration, indemnity or other Buyer obligations under the Sale Agreement, Assignor will be liable for that performance to
20 the same extent as Assignee.

4. ASSIGNOR'S REPRESENTATIONS: Assignor represents and warrants that Assignor has delivered to Assignee a complete and accurate copy of
21 the Sale Agreement, including all amendments, notices and assignments, and that no other written or oral agreement related to the Sale Agreement
22 exists between Assignor and any other person.
23

24 **5. MISCELLANEOUS:** This Agreement contains the entire understanding between the parties hereto with respect to the matters covered herein and
25 supersedes and cancels any prior understanding with respect to such matters. This Agreement can only be modified or amended in writing, signed
26 by both parties. This Assignment is binding on and will inure to the benefit of the parties hereto and their respective successors and assigns. Assignor
27 will execute and deliver such further documents and instruments and shall cooperate with Assignee and take such other actions as may be reasonably
28 required or appropriate to evidence or carry out the intent and purposes of this Assignment. Any dispute between Seller and Buyer arising out of this
29 Assignment will be resolved in accordance with any dispute resolution procedures set forth in the Sale Agreement.

6. ADDITIONAL TERMS: *(describe)* _____

See Addendum _____

33 Assignor _____ Print _____ Date _____ a.m. p.m. ←

34 Assignor _____ Print _____ Date _____ a.m. p.m. ←

35 Assignee _____ Print _____ Date _____ a.m. p.m. ←

36 Assignee _____ Print _____ Date _____ a.m. p.m. ←

7. SELLER'S CONSENT: If the Sale Agreement states that it cannot be assigned without Seller's consent, Seller consents to this Assignment.

38 Seller _____ Print _____ Date _____ a.m. p.m. ←

39 Seller _____ Print _____ Date _____ a.m. p.m. ←

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

OREF C-562 | Released 01/2024 | Page 1 of 1