

**ASSIGNMENT AND ASSUMPTION OF LEASES**

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

5 Buyer and Seller enter into this Assignment and Assumption of Leases (this "Assignment") in connection with Seller's sale of the Property to Buyer  
6 as described in the Sale Agreement between them.

7 Seller assigns to Buyer, as of the Closing Date, all of Seller's rights, title, and interest in and to the lease(s) appearing on the attached exhibit (the  
8 "Leases," whether one or more). Buyer accepts Seller's assignment of the Leases and assumes all obligations of Seller accruing under the Leases  
9 after the Closing Date. Buyer acknowledges receipt of copies of all Leases.

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

14 Any dispute between Seller and Buyer arising out of this Assignment will be resolved using the dispute resolution procedures described in the Sale  
15 Agreement.

16 This Assignment will be binding on and inure to the benefit of Buyer and Seller and their respective successors and assigns.

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

18 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

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

20 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

21 Buyer's Agent(s) \_\_\_\_\_ Seller's Agent(s) \_\_\_\_\_

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**