

ASSIGNMENT OF LEASEHOLD INTEREST

1 Landlord(s) _____
 2 Tenant(s) _____ ("Assignor")
 3 Premises _____

4 This Assignment of Leasehold Interest (this "Assignment") assigns the tenant's interest under the lease agreement referenced above, for the Premises
 5 described above, which prior to this Assignment, is between the parties named above (the "Parties"). The lease agreement referenced above and all
 6 amendments, assignments, consents, notices, subordination agreements, non-disturbance agreements, attornment agreements, and other
 7 instruments affecting the Lease (collectively, the "Lease") are attached to this Assignment as Exhibit A. Capitalized terms not defined in this
 8 Assignment have the meanings given to them in the Lease. Tenant desires to assign the Lease, and (*insert names*) _____

9 _____ ("Assignee")
 10 desires to assume the Lease, on the following terms and conditions. The effective date of this Assignment is the date of the last signature below.

11 **1. ASSIGNMENT:** Assignor hereby assigns to Assignee all of Assignor's right, title, and interest as tenant under the Lease and in and to the Premises.
 12 Assignor warrants that it has all rights to the tenant's interest under the Lease, that it has the right to assign the tenant's interest under the Lease to
 13 Assignee, that its interest in the Lease has not been previously assigned, and that its interest in the Lease is free from encumbrances. Assignor
 14 warrants that the Lease is in full force and effect, that Assignor is not in default under the Lease, that the Lease has not been modified except as
 15 disclosed in Exhibit A, and that Assignor has paid all amounts due under the Lease, including the rent payment due on (*insert date*)
 16 _____. Assignor warrants that Assignee will have possession of the leased Premises on (*insert date*)
 17 _____. Assignor will hold harmless, indemnify, and defend Assignee from and against any loss, claim, or liability arising out
 18 of Assignor's failure to fully pay and perform the Lease before the effective date of this Assignment.

19 **2. ASSUMPTION:** Assignee accepts this assignment and assumes responsibility for payment and performance of the tenant's obligations under the
 20 Lease. Assignee will hold harmless, indemnify, and defend Assignor from and against any loss, claim, or liability arising out of Assignee's failure to
 21 fully pay and perform the Lease after the effective date of this Assignment. Assignee has inspected the Premises and accepts them in "AS IS"
 22 condition. After this assignment, all references in the Lease to "Tenant" mean Assignee.

23 **3. CONSENT:** Landlord consents to this Assignment. This consent is not a consent to any future assignment or sublease of all or any portion of the
 24 Premises, and no future assignment or sublease will be valid without the prior written consent of Landlord, which consent may be withheld as provided
 25 in the Lease. This Assignment does not modify the Lease or the Landlord's rights or remedies under the Lease. This Assignment is conditioned upon
 26 execution of this Assignment by Landlord and the payment by (*select one*) ☐ Assignor ☐ Assignee of all costs incurred by Landlord in connection
 27 with reviewing this Assignment and granting this consent.

28 **4. RELEASE:** Landlord (*select one*) ☐ releases ☐ does not release Assignor from liability for future payment and performance of the Lease.
 29 Landlord (*select one*) ☐ releases ☐ does not release any guarantor of the Lease from liability for future payment and performance of the Lease.

30 **5. NEW GUARANTOR:** Simultaneously with the execution of this Assignment, (*insert names*) _____
 31 _____ will enter into a guarantee agreement of the Lease acceptable to Landlord.

32 **6. NOTICES:** Notice to Assignee will be given as provided in the Lease, at the following address: (*insert street address, city, state, and zip code*)
 33 _____
 34 _____

35 **7. OTHER:** (*describe*) _____
 36 _____
 37 _____
 38 _____
 39 _____
 40 _____
 41 _____
 42 _____
 43 _____

8. NO OTHER MODIFICATIONS: The provisions of the Lease that are not modified by this Assignment remain unchanged and in full force and effect.

Assignor Initials _____ / _____

Assignee Initials _____ / _____

Landlord Initials _____ / _____

DATE OF LEASE _____

COMMERCIAL

ASSIGNMENT OF LEASEHOLD INTEREST**SIGNATURES**

45 Assignor _____ Date/Time _____ ←
46 Print _____

47 Assignor _____ Date/Time _____ ←
48 Print _____

49 Assignee _____ Date/Time _____ ←
50 Print _____

51 Assignee _____ Date/Time _____ ←
52 Print _____

53 Landlord _____ Date/Time _____ ←
54 Print _____

55 Landlord _____ Date/Time _____ ←
56 Print _____

57 Tenant's Agent _____
58 Landlord's Agent _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**OREF C-713 | Released 06/2026 | Page 2 of 3**

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DATE OF LEASE _____
COMMERCIAL

ASSIGNMENT OF LEASEHOLD INTEREST

EXHIBIT A

The Lease

Assignor Initials _____ / _____

Assignee Initials _____ / _____

Landlord Initials _____ / _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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