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## **ASSIGNMENT OF LEASE -- LANDLORD TO LANDLORD**

THIS ASSIGNMENT OF LEASE (this "Assignment") is made and entered into as of the ^ day of ^, 200x^, by and between ^ ("Assignor") and ^ ("Assignee").

### **WITNESSETH:**

WHEREAS, Assignor, as landlord, and ^, as tenant, entered into that certain lease (the "Lease") dated ^, 200x^, attached hereto as Exhibit A and made a part hereof, demising certain premises located at ^ (the "Premises");

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Contract dated ^, 200x^ (the "Sale Contract") under which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in and to the Premises, including, without limitation, all of Assignor's right, title and interest in and to the Lease; and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Lease to Assignee, and Assignee desires to accept such assignment and assume obligations of Assignor under the terms of the Lease and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the performance by the parties of the obligations under the Sale Contract, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Lease, including Assignor's right, title and interest in and to the security deposit and all other cash deposits, including, without limitation, all tax and insurance deposits