

ASSIGNMENT AND ASSUMPTION OF ASSUMED CONTRACT RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF ASSUMED CONTRACT RIGHTS (this "Assignment") is made and entered into as of _____, 20____ by and between _____, a _____ company ("Seller") and _____, a _____ company ("Buyer"), with reference to the following:

RECITALS

A. Pursuant to the terms of that certain Agreement of dated as of _____, 20____ (the "Purchase Agreement"), Seller, concurrently with the execution of this Assignment, is executing a Special Warranty Deed, pursuant to which Seller is conveying to Buyer all of its right, title and interest in and to that certain improved real property located at _____, the legal description of which is set forth on Exhibit A attached hereto (the "Property").

B. Seller and Buyer desire, as part of the conveyance of the Property, to convey to Buyer all of the service contracts or other contracts presently in place for the Property (the "Assumed Contract Rights").

C. Terms defined in the Purchase Agreement shall have the same meaning in this Assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT

1. Assignment. Seller hereby grants, sells, transfers, conveys, assigns and delivers to Buyer all of Seller's right, title and interest in and to the Assumed Contract Rights.

2. Assumption. Buyer hereby assumes and accepts such assignment and delegation and agrees to keep, perform and be bound by all terms, covenants and conditions and to discharge all obligations under the Assumed Contract Rights which arise, accrue or are incurred on or after the Closing Date.

3. Further Assurances. At any time or from time to time upon the request of a party, the other party shall execute such additional documents and instruments, and shall do such additional acts and things as the requesting party may reasonably request in order to fully effectuate the purposes of this Assignment.

4. Assignment Subject to Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and is subject to the terms and conditions thereof.

5. Counterpart Execution. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of _____, without regard to principles of conflict of law.

7. No Representation. This Assignment is made without recourse, representation or warranty of any kind whatsoever, except as specifically set forth in the purchase Agreement, which representation and warranties shall survive only for the period of survival set forth therein.

[Signatures on following page]

IN WITNESS WHEREOF, Seller and Buyer have executed this Assignment effective as of the Closing Date.

“SELLER”

_____,
a _____ company

By: _____,
a _____ company
Its: _____

By: _____,
a _____
Its: _____

By: _____
Name: _____
Title: _____

“BUYER”

_____,
a _____ company

By: _____,
a _____ company
Its: _____

By: _____,
a _____ company
Its: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION