**ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT**

This Agreement is entered into by and between {{\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_}}, (hereinafter called "Assignor"); and {{\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_}}, (hereinafter called "Assignee").

RECITALS

 A. Assignor as Buyer entered into that certain Real Estate Purchase and Sale Agreement for the purchase of {{\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_}}, a copy of which is attached hereto as Exhibit A and is incorporated herein by this reference; and

 B. Assignor desires to assign its rights and interest to said contract and Assignee desires to purchase such rights and interests pursuant to the terms of this agreement.

 NOW, THEREFORE, the parties agree:

1. For the sum of ${{\_\_\_\_\_\_\_\_\_\_\_\_\_\_}} from Assignee to Assignor, ,Assignor hereby assigns to Assignee the Buyer's right, title and interest in, and the Buyer's obligations under the Purchase and Sale Agreement (hereinafter referred to as the “Agreement”).

2. Assignor warrants that (1) the Agreement is in full force and effect and has not been modified or amended, (2) Assignor owns and has the right to transfer the rights and interests covered by this assignment, free and clear of any previous transfer or other adverse claim or interest, and (3) neither Assignor nor, to Assignor's knowledge, the Seller under the Agreement is in default in performing any obligations under the Agreement.

3. By accepting this assignment, Assignee agrees to perform all of the obligations of the Buyer under the Agreement that first arise or become due on or after the effective date of this assignment.

IN WITNESS WHEREOF, the parties have executed this agreement as their free and voluntary act and deed, on the date indicated by each signature.

ASSIGNOR: ASSIGNEE: