

LEASE ASSIGNMENT

BE IT KNOWN THAT _____,
Assignor, in consideration of the sum of

Dollars (\$ _____),

paid by _____,
Assignee, hereby assigns unto the Assignee,
that certain lease made by

bearing date the _____ day of

_____, 19 _____, a copy of which is attached hereto as
Exhibit "A", covering that portion of the property described therein as follows:

together with the premises therein described, the buildings thereon, and all
appurtenances thereto,

To have and to hold the same unto the Assignee from the _____ day of
_____, 19 _____, for all the rest of the years mentioned in the said
lease, subject to the rents, covenants, conditions and provisions therein also
mentioned.

1. The Assignee hereby assumes the performance of all of the
terms, covenants and conditions of the lease herein

assigned by the Assignor to the Assignee and agrees to pay the rent reserved
by the said lease on the next rent day and monthly thereafter until the
termination of the said lease and will well and truly perform all the terms,
covenants and conditions of the said lease herein assigned; all with full force
and effect as if the Assignee had signed the lease originally as tenant
named therein.

2. The Assignee hereby agrees to indemnify and save harmless

the Assignor from all manners of suit, actions, damages, charges and expenses, including attorneys fees and costs that the Assignor may sustain by reason of the Assignee's failure to pay the rent reserved in the said lease or by reason of the Assignee's breach of any of the terms, covenants and conditions of the lease herein assigned.

3. The Assignee hereby agrees that the obligations herein

assumed by the Assignee shall inure jointly and severally to the landlord named in the lease herein assigned and to the Assignor herein.

4. This is an assignment and the Assignor's interest in the

premises is as Lessee under a lease made by

dated

,

a copy of which is attached hereto and made a part hereof

as Exhibit "A". Except as provided to the contrary herein, this assignment is expressly made subject to all the terms and conditions of said underlying lease and the Assignee agrees to use the premises in accordance with the terms of said underlying lease and not do or omit to do anything which will breach any of the terms thereof. If said underlying lease is terminated, this assignment shall terminate simultaneously and any unearned rent paid in advance shall be refunded to the Assignee, provided that such termination is not the result of a breach by Assignee of the within assignment. The Assignee hereby agrees to

assume the obligation for performance of all the Assignor's obligations under the aforesaid lease.

5. Governing Law. This agreement, and all transactions

contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of _____. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in _____ County, State of _____. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties

agree to reimburse the prevailing party's reasonable

attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

6. Contractual Procedures. Unless specifically disallowed by

law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Assignor, this _____ day of _____, 19 ____.

Signed, sealed and delivered in the presence of:

Witness

Assignor

Witness

Witness

Assignee

Witness

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and _____ acknowledged before me that _____ executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 19 ____.

Notary Public

State of

(SEAL)

My Commission Expires:

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and _____ acknowledged before me that _____ executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 19 ____.

Notary Public

State of

(SEAL)

My Commission Expires:

EXHIBIT "A"

Primary Lease Agreement

CONSENT OF LANDLORD IN PRIMARY LEASE

The Landlord hereby consents to said Lease Assignment from Assignor to Assignee and shall look principally to Assignee and only subsequently to Assignor for satisfaction of any outstanding obligations left unsatisfied upon breach or termination of the lease.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Landlord, this _____ day of _____, 19 __.

Signed, sealed and delivered in the presence of:

Witness

Landlord

Witness