

Assignment of Lease

The following definitions shall apply in this Assignment, without regard to number or gender:

BUSINESS _____

PREMISES _____

ASSIGNOR (Seller) _____

ASSIGNEE (Buyer) _____

LESSOR _____

LEASE DEPOSIT \$ _____

CLOSING: Transfer of ownership and possession of assets of the Business from Seller to Buyer.

LEASE: Lease Agreement dated _____ from Lessor to Assignor for the Premises.

Effective upon Closing, Assignor hereby assigns to Assignee all rights in the Lease including the Lease Deposit. Assignee hereby accepts the assignment and assumes all obligations of the Lease. Assignee shall indemnify and hold Assignor harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney's fees, arising under the Lease or relating to the Premises after the Closing.

Lessor consents to the above Assignment without waiving any restrictions in the Lease against future assignments. Lessor does not release Assignor from any liability under the Lease.

Assignor shall have a right of re-entry to the Premises as reasonably necessary to exercise any rights held under any security agreement on the Business assets or leasehold. This document is effective upon the Closing. Each party warrants that it has carefully read and fully understands the provisions of the Lease.

NOTE: LIBERTY BUSINESS ADVISORS OF SAN FRANCISCO, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. A BUSINESS BROKER IS NOT LICENSED OR QUALIFIED TO PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE. SELLER AND BUYER ARE ADVISED TO CONSULT WITH INDEPENDENT ATTORNEYS, ACCOUNTANTS AND OTHER COMPETENT PROFESSIONALS WHEN ENTERING INTO AND COMPLETING THIS TRANSACTION.

ASSIGNOR

 Print Name/Title

 Signature Date

 Print Name/Title

 Signature Date

LESSOR

 Print Name/Title

 Signature Date

ASSIGNEE

 Print Name/Title

 Signature Date

 Print Name/Title

 Signature Date