

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE dated the ____ day of _____, _____.

BETWEEN:

[NAME OF ASSIGNOR]
[address of assignor]
(hereinafter called the "Assignor")

- and -

[NAME OF ASSIGNEE]
[address of assignee]
(hereinafter called the "Assignee")

- and -

[NAME OF TENANT]
[address of tenant]
(hereinafter called the "Tenant")

RECITALS:

WHEREAS by a Lease dated the ____ day of _____, _____, the Assignor, as Landlord, did lease unto the Tenant the premises located at _____ [insert address of premises], [City], South Dakota for a term of ____ (___) years commencing on _____ [insert start date of lease] (the "Lease");

AND WHEREAS the Assignee has purchased the Lands from the Assignor and by these presents does hereby assume the rights and obligations of the Assignor as Landlord under the Lease.

NOW THEREFORE THIS ASSIGNMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties hereby warrant, represent, covenant and agree as follows:

1. In consideration of payment by the Assignee to the Assignor of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration (receipt of sufficiency of which is hereby acknowledged by the Assignor), the Assignor does hereby grant and assign to the Assignee as and from the ____ day of _____, _____ (hereinafter

called the "Effective Date"), the Assignor's leasehold interest in the Premises, the Lease, the unexpired residue of the term of the Lease, and all the benefits and advantages to be derived therefrom, to have and to hold for the remainder of the Lease term, subject to the observance and performance of the Assignor's obligations (hereinafter called the "Obligations") reserved and contained in the Lease.

THIS IS A 4-PAGE FORM.