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ASSIGNMENT AND ASSUMPTION AGREEMENT
IDAHO

This Assignment and Assumption Agreement (the "Assignment") is made on _____ (date), between _____ ("Assignor") and _____ ("Assignee") who are parties to a purchase and sale agreement for property or a business opportunity commonly known as _____ (the "Property") dated _____ (the "Purchase Agreement").

1. **Assigned Property.** Pursuant to the terms of the Purchase Agreement, Assignor grants, assigns, sells, transfers, sets over and delivers to Assignee all of Assignor's right, title and interest in and to the following personal property (collectively the "Assigned Property") and Assignee accepts such assignment:

   A. **Leases.** Each of the leases of real or personal property identified in Exhibit A to this Assignment;

   B. **Contracts.** All contracts or agreements of any nature, (including without limitation design contracts, construction contracts, purchase orders, utility contracts, water and sewer service contracts, maintenance contracts, warranties, and soils reports) identified in Exhibit B to this Assignment; and

   C. **Intangible Property.** All intangible property now or hereafter existing with respect to the Property (including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Assignor's obligations; any name of or telephone numbers for the Property; any related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received), identified in Exhibit C to this Assignment.

2. **Assumption.** Assignee assumes all of the obligations imposed on the Assignor by the Assigned Property that accrue or arise on or after the Effective Date of this Agreement.

3. **Indemnification.** Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, occurring by reason of Assignor's breach of any provisions of the leases identified in Exhibit A or contracts or agreements identified in Exhibit B that occurred prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, occurring by reason of Assignee's breach of any provisions of the leased real or personal property identified in Exhibit A or contracts or agreements identified in Exhibit B that occur on or after the Effective Date.

4. **Effective Date.** The term "Effective Date" as used in this Assignment means: a) in the event the Property consists of real property, the date that the deed conveying title to the Property from Assignor to Assignee is recorded in the official records of the County recorder's office or, b) in the event the Property consists only of a business opportunity, the date on which ownership of the business is legally transferred from Assignor to Assignee.

INITIALS: ASSIGNOR _____ DATE _____ ASSIGNEE _____ DATE _____

ASSIGNOR _____ DATE _____ ASSIGNEE _____ DATE _____

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ASSIGNMENT AND ASSUMPTION AGREEMENT
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(continued)

5. **Further Assurances.** Assignor and Assignee shall, on the written request of the other party, execute, acknowledge and deliver further documents and assurances and perform further acts that the other party reasonably requests in order to perform all of the obligations of this Assignment.

6. **Counterparts.** This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

7. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment, their successors in interest and assigns.

8. **Governing Law.** This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Idaho, and venue of any suit shall be in the county in which the Property is located.

9. **Attorneys' Fees**. If Assignor or Assignee sues to enforce this Assignment or obtain a declaration of either of their rights under this Assignment, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorney fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal). In the event of trial, the amount of the attorney fees shall be as fixed by the court.

ASSIGNOR

Assignor's Name Date	Assignor's Name Date
By: Authorized Signature/Title	By: Authorized Signature/Title

ASSIGNEE

Assignee's Name Date	Assignee's Name Date
By: Authorized Signature/Title	By: Authorized Signature/Title

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ASSIGNMENT AND ASSUMPTION AGREEMENT
IDAHO
(continued)

EXHIBIT A
[Leases]

INITIALS: ASSIGNOR _____ DATE _____ ASSIGNEE _____ DATE _____
ASSIGNOR _____ DATE _____ ASSIGNEE _____ DATE _____

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ASSIGNMENT AND ASSUMPTION AGREEMENT
IDAHO
(continued)

EXHIBIT B
[Contracts]

INITIALS: ASSIGNOR _____ DATE _____ ASSIGNEE _____ DATE _____
ASSIGNOR _____ DATE _____ ASSIGNEE _____ DATE _____

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ASSIGNMENT AND ASSUMPTION AGREEMENT
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(continued)

EXHIBIT C
[Intangible Property]

INITIALS: ASSIGNOR _____ DATE _____ ASSIGNEE _____ DATE _____
ASSIGNOR _____ DATE _____ ASSIGNEE _____ DATE _____