ASSIGNMENT AND ASSUMPTION OF CONTRACT

<<Investor-Buyer>> ("Assignor"), does hereby transfer, set over, assign, and convey to <<Assignee>> ("Assignee"), all of Assignor's rights, privileges, duties, and obligations in, to, and under that certain Contract for Purchase and Sale with an Effective Date of <<Effective Date>> ("Contract") with <<Seller1>> and <<Seller2>> ("Seller") for the sale and purchase of certain property located in <<County>> County, Florida, located at <<Property Street Address>>, << City>>, Florida <<Zip>> as more particularly described in the Contract (a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"), and Assignor hereby authorizes Assignee to exercise all rights, powers, and privileges arising out of the Contract in as full a manner as Assignor is authorized to exercise the same. Assignor hereby represents to Assignee that, to Assignor's actual knowledge, as of the date of this Assignment and Assumption of Contract ("Assignment"), the Contract is in full force and effect and that the Seller under the Contract is not in default thereunder. Assignee hereby assumes all of the obligations set forth in or otherwise arising out of the Contract and agrees to be bound thereby to the same extent as Assignor. Assignor shall be released from any obligation or liability under the Contract.

Assignee understands and accepts the Contract and certifies that Assignee is ready, willing, and able to Close the Contract upon the terms and conditions therein and holds Assignor harmless from any causes of action that may arise in favor of Seller thereunder.

In consideration of this agreement, Assignee shall deliver via bank wire transfer to Escrow Agent named in the Contract a deposit of $<<Assignment Deposit>> (the "Assignment Deposit") on or before <<Assignment Deposit Due Date>>. Time is of the essence to all time periods set forth herein. Assignee's failure to make such deposit timely shall terminate this Assignment immediately. If Assignee fails or refuses to Close under the terms of the Contract (and Seller is not in default), Assignor shall receive the Assignment Deposit as liquidated damages for Assignor's breach of the Contract. Further, this Assignment Agreement shall terminate, and the Contract shall revert to Assignor who may then assign the Contract to another assignee.

At Closing, Assignee shall pay an amount equal to $<<Assignee sales price>> ("Assignment Sales Price") for the Property, and Assignor shall receive the difference between this amount and the Contract's Purchase Price as Assignor's Assignment Fee. Further, Assignee shall reimburse Assignor the Initial Deposit set forth in the Contract as well as any other funds Assignor has paid under or outside the Contract to Seller prior to Closing.

Assignee shall not contact Seller nor any occupants of the Property. Any such communications shall be through Assignor or Assignor's designee only. Violation of this paragraph shall be a breach of this agreement, terminating the same and permitting Assignor to retain the Assignment Deposit and to assign the Contract to another party.

Assignor may renegotiate the Purchase Price with the Seller. In any event, Assignor is entitled to the Assignment Fee equal to the difference in the Assignment Sales Price and the Contract's Purchase Price.

Assignee has had opportunity to inspect the Property and accepts it as-is. Assignor makes no representations regarding the Property's condition, title, open permits, unpaid utility bills, or code enforcement violations. Assignor may have provided copies of property condition reports, surveys, wood destroying organism reports, septic, pool, roof inspection reports, and other such reports provided by third parties or Seller. Assignor has not verified the veracity or accuracy of such reports, and Assignee has been given adequate time and resources to inspect the Property prior to executing this agreement and is satisfied with the condition of the Property. Assignee holds Assignor harmless therefrom.

If there are tenants occupying the Property, Assignee accepts the Property subject to any written or oral leases and the tenants in possession. Any security deposits will be transferred to Assignee at Closing.

Assignor acknowledges that Assignee is informed and advised that the Assignee may be a licensed real estate broker or salesperson who is purchasing the Property as a principal and not as an agent and shall not be entitled to any commission on account of this transaction.

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This Assignment shall be binding on Assignor and Assignee and their respective successors and assigns and shall inure to the benefit of Assignee and its successors and assigns. Any attempted assignment of this agreement shall be void without the prior written consent of Assignor.

This Assignment may be executed in any number of counterparts with facsimile signatures, and it shall be sufficient that the signature of each party appear on one or more such counterparts. All counterparts collectively shall constitute a single Assignment. Executed electronic (PDF or telefacsimile) copies of this agreement are considered originals for all purposes.

In the event that there is a dispute among the parties hereto, the parties agree to first attempt to negotiate their differences among themselves in good faith. If such negotiation is unsuccessful, the parties agree to submit the deadlocked decision to a local center for mediation ("local" shall mean a center within the locality of the primary office of the Buyer) or an equivalent mediation center for a non-binding mediation session in an attempt to resolve the dispute. If such non-binding mediation is unsuccessful, the parties agree to submit the decision to legally binding arbitration which shall be governed by the Rules of Procedure of the American Arbitration Association or an equivalent set of Rules of Procedure agreed upon by the parties. This section shall not apply to any dispute wherein the relief sought is injunctive in nature. Injunctive relief (i.e. specific performance) is exempt from this section and may be brought immediately upon anticipatory or actual breach. This paragraph shall survive Closing or termination of this agreement.

ASSIGNOR AND ASSIGNEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SELLER AND BUYER ENTERING INTO THIS AGREEMENT.

The parties will split equally any mediation or arbitration fee incurred in any mediation or arbitration permitted by this Agreement, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation or arbitration. In any litigation permitted by this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This paragraph shall survive Closing or termination of this Contract.

This agreement contains the full and complete understanding and agreement of the parties regarding the transaction contemplated and no prior agreements or representations shall be binding upon Assignor or Assignee unless included in this agreement. Any modification to or change in this agreement shall be in writing and executed by the parties intended to be bound by it. This agreement shall be interpreted in accordance with Florida law. This agreement has been submitted to the scrutiny of both parties and shall be given a fair and reasonable interpretation without consideration being given to its having been drafted by either party or the party's counsel.

In witness whereof, Assignor and Assignee have caused this Assignment to be executed as of the date set forth below their signatures.

ASSIGNOR:
<<INVESTOR-BUYER>>

By: _____
<<Buyer Signatory>> (Date)
<<Buyer Signatory Title>>

Buyer's address for purposes of notice:
<<Buyer Mailing Address>>
<<Buyer City>>, FL <<Buyer Zip>>
Phone: <<Buyer Phone>>
E-Mail: <<Buyer Email>>

ASSIGNEE:
<<ASSIGNEE>>

By: _____
<<Assignee Signatory>> (Date)
<<Assignee Signatory Title>>

Assignee's address for purposes of notice:
<<Seller Street Address>>
<<Seller City>>, <<Seller State>> <<Seller Zip>>
Phone: <<Assignee Phone>>
E-Mail: <<Assignee Email>>

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