



**AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION  
Assignment and Assumption of Lessor's  
Interest in Lease**

1. \_\_\_\_\_ (**"ASSIGNOR"**), hereby assigns and transfers to \_\_\_\_\_, a **California limited liability company ("ASSIGNEE")**, the interest of Assignor under that certain Lease (the "Lease") dated \_\_\_\_\_, by and between \_\_\_\_\_, as Lessor, and \_\_\_\_\_, as Lessee, **concerning the real property commonly known as \_\_\_\_\_, (the "Premises")**.
2. **Assignor also assigns to Assignee the security deposit under said Lease in the sum of \$\_\_\_\_\_, and the interest of Lessor in any applicable guaranty of said Lease.**
3. The assignment shall be effective from and after the recordation, in the county where the Premises are located, of the deed passing fee title to the Premises to Assignee.

Dated: \_\_\_\_\_

ASSIGNOR:

BY: \_\_\_\_\_

**ACCEPTANCE AND ASSUMPTION**

Assignee hereby accepts the above Assignment and assumes all of the rights and obligations of the Lessor accruing from and after the recordation, in the county where the Premises are located, of the deed passing fee title to the Premises to Assignee. Assignee shall defend, indemnify, and hold harmless with respect to the obligations of Lessor under said Lease accruing from and after said date.

Dated: \_\_\_\_\_

ASSIGNEE:

By: \_\_\_\_\_