

## ASSIGNMENT AGREEMENT

This Assignment Agreement (the “**Agreement**”) is entered into as of \_\_\_\_\_, 2016, by and between **1066 MARKET, LLC**, a Delaware limited liability company (“**Assignor**”) and \_\_\_\_\_ (“**Assignee**”), with reference to the following facts:

A. Assignor, as Buyer, and The H.C. & R.C. Merritt Family Trust (“**Seller**”), as Seller, entered into that certain Purchase Agreement and Escrow Instructions dated as of \_\_\_\_\_, 2016 (the “**Purchase Agreement**”) pursuant to which Assignor agreed to purchase from Seller certain real and personal property located at 101 Hyde Street, San Francisco, California, as more particularly described in the Purchase Agreement (the “**Property**”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

B. Assignor and Buyer have closed escrow pursuant to the Purchase Agreement (“**Closing**”). At Closing, Buyer designated Assignee as Transferee pursuant to the second sentence of Section 14.1 of the Purchase Agreement and Seller transferred title to the Property to Assignee.

C. Assignor desires to assign, and Assignee desires to assume, as Transferee under Section 14.1 of the Purchase Agreement, all of Assignor’s rights, interest and obligations under the Purchase Agreement that relate to the period after the Closing or survive the Closing (the “**Assigned Rights and Obligations**”), effective as of the Closing Date (the “**Effective Date**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

**1. Assignment and Assumption.** As of the Effective Date, Assignor hereby assigns and delegates to Assignee the Assigned Rights and Obligations. As of the Effective Date, Assignee hereby accepts and assumes such Assigned Rights and Obligations.

**2. Indemnity.** Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys’ fees), arising out of the Purchase Agreement prior to the Effective Date.

### **3. Miscellaneous.**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

B. This Agreement contains the entire agreement between the parties pertaining to the terms hereof and all prior written or oral negotiations, understandings and agreements are merged herein.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement may be executed by facsimile or email, and a copy distributed by facsimile or by email as a pdf shall be deemed an original.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the date first written above.

**“ASSIGNOR”**

1066 Market, LLC, a Delaware  
limited liability company

**“ASSIGNEE”**

**[Signature block to be inserted]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_