REAL ESTATE ASSIGNMENT CONTRACT

1. 1. Parties

This Assignment of Real Estate Purchase Agreement (the "Assignment") is made effective as of [EFFECTIVE DATE] between [ASSIGNOR NAME], a [ENTITY TYPE OR INDIVIDUAL] of [ASSIGNOR ADDRESS] (the "Assignor"), and [ASSIGNEE NAME], a [ENTITY TYPE OR INDIVIDUAL] of [ASSIGNEE ADDRESS] (the "Assignee"). The Assignor and the Assignee are referred to individually as a "Party" and together as the "Parties." Each Party represents that the person signing below has full authority to bind the Party on whose behalf they sign, and that the Party is not prohibited by any court order, agreement, or applicable law from entering into this Assignment. Notices under this Assignment will be delivered to the addresses above and to [ASSIGNOR EMAIL] and [ASSIGNEE EMAIL], and are effective on the date of delivery or on the date of confirmed electronic transmission.

2. 2. The Original Purchase Agreement

The Assignor is the buyer under that certain Real Estate Purchase Agreement dated [ORIGINAL CONTRACT DATE] (the "Original Agreement") with [SELLER NAME] (the "Seller"), for the purchase of the real property commonly known as [PROPERTY ADDRESS, CITY, STATE, ZIP], legally described as [LEGAL DESCRIPTION] (the "Property"), at a purchase price of [ORIGINAL PURCHASE PRICE]. A complete and accurate copy of the Original Agreement, including every amendment, addendum, and extension, is attached as Exhibit A and is incorporated by reference. Under the Original Agreement, closing is scheduled for [ORIGINAL CLOSING DATE], the inspection or due diligence period expires on [DUE DILIGENCE EXPIRATION], the earnest money deposit is [EARNEST MONEY AMOUNT], and the escrow or title agent is [TITLE COMPANY NAME AND CONTACT]. The Assignee acknowledges receipt of a complete copy of the Original Agreement and all exhibits before signing this Assignment.

3. 3. Assignability and Consent

The Assignor represents that the Original Agreement permits assignment, and identifies the basis for that representation as follows: [BASIS FOR ASSIGNABILITY, e.g., the buyer is named as "[ASSIGNOR NAME] and/or assigns," or Section [SECTION NUMBER] of the Original Agreement expressly permits assignment without consent]. If the Original Agreement requires the written consent of the Seller to an assignment, the Assignor will obtain that consent in the form attached as Exhibit B and deliver a signed copy to the Assignee no later than [CONSENT DEADLINE, e.g., 5 days] after the Effective Date. If the required consent is not obtained by that deadline, either Party may terminate this Assignment by written notice, in which case the Assignment Fee and any deposit paid by the Assignee under Section 5 will be refunded in full and neither Party will have any further obligation to the other. The Assignor will not take any action, and will not agree to any amendment of the Original Agreement, that would impair the assignability of the Original Agreement or reduce the rights being assigned.

4. 4. Assignment of Rights

For the consideration described in Section 5, the Assignor assigns, transfers, and conveys to the Assignee all of the right, title, and interest of the Assignor in and to the Original Agreement, including the right to purchase the Property at the price and on the terms stated in it, effective as of the Effective Date. The Assignor conveys only its contractual and equitable interest in the Original Agreement; the Assignor holds no legal or record title to the Property and conveys none. Title to the Property will be conveyed by the Seller directly to the Assignee at closing under the Original Agreement. From the Effective Date forward, the Assignee will deal directly with the Seller and the title company on all matters relating to the Original Agreement, and the Assignor will promptly forward to the

Assignee any notice, document, or communication it receives concerning the Property.

5. 5. Assignment Fee

In consideration for the assignment, the Assignee will pay the Assignor an assignment fee of [ASSIGNMENT FEE AMOUNT] (the "Assignment Fee"). The Assignment Fee will be paid as follows: a non-refundable deposit of [ASSIGNMENT DEPOSIT AMOUNT] delivered to [ESCROW HOLDER OR ASSIGNOR] within [DEPOSIT DEADLINE, e.g., 2 business days] of the Effective Date, and the balance of [ASSIGNMENT FEE BALANCE] paid at and through closing of the purchase of the Property. The Assignment Fee will be disclosed on the settlement statement and disbursed by the closing agent from funds at closing, and the Parties will not structure the payment to conceal it from the Seller, the title company, or any lender involved in the transaction. The Assignment Fee is earned in full on closing and is not contingent on the profitability of the Property to the Assignee. If closing does not occur for any reason other than a breach by the Assignor, the deposit portion of the Assignment Fee is retained by the Assignor as liquidated damages for the time and effort expended in sourcing and contracting the Property, and the balance is not owed.

6. 6. Earnest Money Deposit

The Assignor previously deposited earnest money of [EARNEST MONEY AMOUNT] with [ESCROW HOLDER] under the Original Agreement. At closing, or earlier if the Parties and the escrow holder agree in writing, the Assignee will reimburse the Assignor for that earnest money deposit in full, or in the alternative the Assignee will deposit replacement earnest money of [REPLACEMENT EARNEST MONEY AMOUNT] with the escrow holder and the original deposit will be returned to the Assignor. The Parties will deliver joint written instructions to the escrow holder implementing whichever method is selected within [ESCROW INSTRUCTION DEADLINE, e.g., 3 business days] of the Effective Date. From the Effective Date, all risk of forfeiture of earnest money under the Original Agreement passes to the Assignee, except to the extent forfeiture is caused by an act or omission of the Assignor occurring before the Effective Date. Nothing in this Section obligates the escrow holder to act contrary to the Original Agreement or to applicable escrow law.

7. 7. Assumption of Obligations by the Assignee

The Assignee accepts the assignment and assumes and agrees to perform all obligations, covenants, conditions, and liabilities of the buyer under the Original Agreement arising on or after the Effective Date, as fully as if the Assignee had been the original signing buyer. Those obligations include depositing or maintaining earnest money, meeting all deadlines for inspection, financing, and closing, paying the purchase price and all buyer closing costs, and complying with every notice and performance requirement in the Original Agreement. The Assignee acknowledges that the deadlines in the Original Agreement run from the original contract date and are not restarted or extended by this Assignment, and that time is of the essence. The Assignee will indemnify, defend, and hold the Assignor harmless from any claim, loss, cost, or liability, including reasonable attorney fees, arising from the failure of the Assignee to perform those assumed obligations after the Effective Date.

8. 8. Representations and Warranties of the Assignor

The Assignor represents and warrants that: (a) the Original Agreement attached as Exhibit A is a true, complete, and correct copy, including all amendments and addenda, and is in full force and effect; (b) the Assignor is the buyer named in the Original Agreement and has not previously assigned, pledged, or encumbered its interest in it; (c) to the knowledge of the Assignor, neither the Assignor nor the Seller is in default under the Original Agreement, and no event has occurred that with notice or the passage of time would become a default; (d) the Assignor has no knowledge of any pending termination, cancellation, or dispute regarding the Original Agreement; and (e) the Assignor has the full right and authority to make this Assignment. The Assignor makes no representation or warranty of any kind about the Property itself, including its physical condition, title status, occupancy, zoning, permitted use, rental income, repair estimates, or value, and the Assignee is not relying on any statement of the Assignor about those matters. These representations survive closing for [SURVIVAL PERIOD, e.g., 12 months].

9. 9. Disclosure of Equitable Interest and Non-Ownership

The Assignee expressly acknowledges, and the Assignor expressly discloses, that the Assignor does not own the Property and holds no legal or record title to it. The Assignor holds only an equitable interest arising from the Original Agreement, and what is being marketed, advertised, and sold under this Assignment is that contractual interest and nothing more. The Assignor will deliver written notice to the Seller, in the form attached as Exhibit C, disclosing that the Original Agreement has been assigned, identifying the Assignee, and stating that the Assignor is being paid an assignment fee, no later than [SELLER NOTICE DEADLINE, e.g., 3 business days] after the Effective Date and in any event before closing. The Assignor represents that in marketing this opportunity it did not hold itself out as the owner of the Property or as a licensed real estate broker or agent unless separately disclosed in writing, and did not advertise the Property itself for sale in a manner prohibited by the law of [PROPERTY STATE]. The Parties will provide a copy of this Assignment to the title company or closing agent so that the assignment and the Assignment Fee appear on the settlement statement.

10. 10. Assignee Due Diligence and As-Is Acknowledgment

The Assignee has had the opportunity to inspect the Property or to knowingly waive that opportunity, to review the Original Agreement and all exhibits, to order a title search, and to consult its own attorney, contractor, insurance advisor, and lender. The Assignee accepts the Property and the Original Agreement in their AS-IS, WHERE-IS condition, with all faults, and relies solely on its own investigation and judgment. Any repair estimate, rent projection, comparable sale, after-repair value, square footage, or profitability figure provided by the Assignor was supplied as a convenience only, is not warranted, and is not a basis for any claim. The Assignee is responsible for confirming the status of any occupants, tenancies, liens, code violations, unpermitted work, or homeowner association obligations affecting the Property, and for confirming that any inspection or due diligence period under the Original Agreement has not already expired.

11. 11. Closing and Settlement

Closing on the purchase of the Property will occur on or before [CLOSING DATE] at the offices of [TITLE COMPANY OR CLOSING AGENT], in accordance with the Original Agreement. The Assignee will deliver all funds required to close, in certified or wired funds, no later than the time required by the closing agent, and will execute all documents the Seller, the title company, or any lender reasonably requires. The Assignment Fee will be shown as a line item on the settlement statement and disbursed to the Assignor at closing. The Assignor will reasonably cooperate at no cost to itself by signing any release, estoppel, or acknowledgment the title company requires to confirm that the Assignor has no further claim to the Property. Each Party is responsible for its own attorney fees, and all other closing costs are allocated as provided in the Original Agreement or as follows: [ADDITIONAL CLOSING COST ALLOCATION].

12. 12. Default and Remedies

If the Assignee fails to close through no fault of the Assignor or the Seller, the Assignee is in default, the Assignor may retain the non-refundable deposit portion of the Assignment Fee as liquidated damages, and the Assignor may, at its option, terminate this Assignment and reacquire its position under the Original Agreement or assign it to another party. If the Assignor is in default, including a breach of the representations in Section 8 or a failure to obtain a required consent, the Assignee may terminate this Assignment and recover all amounts paid to the

Assignor together with any documented out-of-pocket costs incurred in reliance on this Assignment, including inspection, title, and appraisal costs, up to [REIMBURSEMENT CAP]. The Parties agree that actual damages from a failed assignment would be difficult to calculate and that the liquidated amounts stated here are a reasonable estimate and not a penalty. Neither Party is liable to the other for indirect, consequential, or speculative damages, including lost profits on a resale or rehabilitation of the Property.

13. 13. No Brokerage or Agency Relationship

The Assignor is acting solely for its own account as a principal in the purchase and assignment of the Original Agreement and is not acting as the agent, broker, fiduciary, or representative of the Assignee or the Seller unless a separate written agreement and any required license say otherwise. The Assignor is not providing legal, tax, investment, appraisal, or construction advice, and the Assignee is urged to obtain its own professional advice. Each Party represents that it has not incurred any brokerage commission or finder fee in connection with this Assignment other than as disclosed in writing here: [DISCLOSED COMMISSIONS OR "NONE"], and each Party will indemnify the other against any claim for a commission arising from its own actions. Nothing in this Assignment creates a partnership, joint venture, or agency relationship between the Parties.

14. 14. Governing Law and General Provisions

This Assignment is governed by the laws of the State of [PROPERTY STATE], without regard to conflict of laws rules, and any dispute will be brought exclusively in the state courts located in [VENUE COUNTY AND STATE]. This Assignment, together with its exhibits and the Original Agreement, is the entire agreement between the Parties regarding the assignment and supersedes all prior offers, marketing materials, emails, and conversations; any amendment must be in writing and signed by both Parties. The Assignee may not further assign this Assignment or the Original Agreement without the prior written consent of the Assignor and, where required, of the Seller. If any provision is held unenforceable, the remainder stays in effect and the unenforceable provision will be narrowed only as far as necessary. The prevailing Party in any action to enforce this Assignment may recover reasonable attorney fees and costs, and time is of the essence as to every deadline stated here.

15. 15. Signatures

By signing below, each Party acknowledges having read this Assignment in full, having received a complete copy of the Original Agreement, having had the opportunity to consult independent legal counsel, and agreeing to be bound as of the Effective Date. ASSIGNOR: [ASSIGNOR NAME]. Signature: ______________________. Printed Name: [ASSIGNOR SIGNER NAME]. Title: [TITLE]. Date: [DATE]. ASSIGNEE: [ASSIGNEE NAME]. Signature: ______________________. Printed Name: [ASSIGNEE SIGNER NAME]. Title: [TITLE]. Date: [DATE]. Acknowledged by Seller, if consent is required under the Original Agreement: [SELLER NAME]. Signature: ______________________. Date: [DATE]. This Assignment may be executed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Assignment and wholesaling practices are regulated at the state level and the rules differ substantially: several states have adopted statutes or licensing interpretations that restrict marketing a property you do not own, require specific written disclosures to the seller and the end buyer, limit how many transactions an unlicensed person may do, or treat certain activity as unlicensed brokerage. Whether your original purchase agreement can be assigned at all also depends on its exact wording. Review and adapt this document for your own facts and state, and have a licensed real estate attorney or a title company in the state where the property sits review the transaction before you market a deal, take a deposit, or close. Use of this template does not create an attorney-client relationship with