

**ASSIGNMENT OF LEASES, INTANGIBLE PROPERTY,  
CONTRACTS AND ASSUMPTION AGREEMENT**

This Assignment of Leases, Intangible Property, Contracts and Assumption Agreement (this "Agreement") is made and entered into this 5th day of September, 2007, by and between **YESO VILLAGE LIMITED PARTNERSHIP**, a New Mexico limited partnership ("Assignor"), and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

W I T N E S S E T H:

WHEREAS, concurrently with the execution and delivery of this Agreement, Assignor is conveying to Assignee, by Special Warranty Deed (the "Deed"), that certain real property legally described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Land");

WHEREAS, Assignor has agreed to assign to Assignee certain property and leases as hereinafter set forth;

NOW, THEREFORE, in consideration of the receipt of Ten Dollars (\$10.00), the assumptions by Assignee hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby ASSIGN, SET OVER, and DELIVER to Assignee, its successors, and assigns, subject to the exceptions to title set forth in the Deed, all of Assignor's rights, titles, and interests in the following (collectively, the "Property"):

(a) All leases or other agreements in effect as of the date of this Assignment demising space in or providing for the use or occupancy of the Land or the improvements thereon (the "Leases"), and all refundable tenant deposits held by Assignor (the "Security Deposits"), a listing of which is attached hereto as Exhibit "B";

(b) To the extent that they are assignable or transferable, trademarks or trade names, relating to the operation of the Land and improvements thereon (the "Intangible Property"), and management contracts, service contracts, equipment leases, and maintenance contracts relating to the operation of the Land and improvements thereon (the "Contracts"), including but not limited to the Intangible Property and Contracts listed on Exhibit "C" attached hereto.

Assignee hereby assumes and agrees to perform all of the covenants, liabilities, and obligations of Assignor under the Leases and Contracts which arise after the date of this Assignment.

THE PROPERTY IS BEING ASSIGNED "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AS OF THE DATE OF THIS ASSIGNMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER.

TO HAVE AND TO HOLD the Leases and Contracts, together with all and singular the rights and appurtenances thereto in anywise belonging to Assignor, unto Assignee, its successors, and assigns forever, without warranty. There is no intent to create any third party beneficiaries of this Agreement.

EXECUTED effective as of the date first above written.

**ASSIGNOR:**

**ASSIGNEE:**

YESO VILLAGE LIMITED PARTNERSHIP  
a New Mexico limited partnership

\_\_\_\_\_  
a \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: Paul L. Silverman  
Title: General Partner

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT "A"**

### **TO ASSIGNMENT OF LEASES, INTANGIBLE PROPERTY CONTRACTS AND ASSUMPTION AGREEMENT**

#### **Property Description**

The surface only to the following real estate:

A tract of land described as commencing 410 feet East and 1980 feet North of the Southwest corner of Section 26, Township 18, South, Range 38 East, NMPM, Lea County, New Mexico, running thence North 330 feet; thence East 132 feet; thence South 330 feet; thence West 132 feet to the point of beginning.

A tract of land situated in the NW/4 SW/4 of Section 26, Township 18 South, Range 38 East, NMPM, described as beginning at a point which lies North 1980 feet and East 542.0 feet from the corner common to Sections 26, 27, 34, 35, thence East 143.0 feet, thence North 330.0 feet, thence West 143.0 feet, thence South 330.0 feet to beginning.

A tract of land in the SW/4 of Section 26, Township 18 South, Range 38 East, NMPM and more particularly described as beginning 1980 feet North and 685 feet East of the Southwest corner of said Section 26, thence North 330 feet, thence East 100 feet, thence South 330 feet, thence West 100 feet to the point of beginning.

A tract of land beginning 1980 feet North and 785.0 feet East of the Southwest corner of Section 26, Township 18 South, Range 38 East, NMPM, thence North 330 feet, thence East 50 feet, thence South 330 feet, thence West 50 feet to the point of beginning.

**EXHIBIT "B"**

**TO ASSIGNMENT OF LEASES, INTANGIBLE PROPERTY,  
CONTRACTS AND ASSUMPTION AGREEMENT**

Leases

**EXHIBIT "C"**

**TO ASSIGNMENT OF LEASES, INTANGIBLE PROPERTY,  
CONTRACTS AND ASSUMPTION AGREEMENT**

Contracts