

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of October 18, 2015 ("Effective Date"), by and between **ECC White Bear Avenue LLC**, an Indiana limited liability company ("Assignor") and **AEI National Income Property Fund VIII LP**, a Minnesota limited partnership ("Assignee").

WHEREAS, Assignor, Sibley Cove, Limited Partnership ("Sibley"), Chung Hing Wong and Lan Tu Wong (collectively, "Wong"), and the Board of Water Commissioners of the City of St. Paul (the "Board") are parties to a Private Water main Agreement dated as of February 10, 2015, and filed with the Ramsey County Recorder on April 7, 2015, as Document No. A04550472 (the "Agreement"), which Agreement concerns the construction and ongoing maintenance and repair of a private water main on certain real property located in Maplewood, Ramsey County, Minnesota more particularly described in the Agreement (the "Property"); and

WHEREAS, concurrently herewith, Assignor is conveying the Property and all improvements thereon to Assignee pursuant to the terms of a Special Warranty Deed, and in connection therewith Assignor desires to assign to Assignee and Assignee desires to assume from Assignor all rights, duties and obligations of Assignor under the Agreement, and Assignee desires to accept such assignment on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights, duties, obligations and benefits under the Agreement, and Assignee hereby assumes such rights, duties, obligations and benefits first arising on and after the Effective Date hereof and agrees to be bound by the terms and conditions of the Agreement as originally binding upon Assignor. In furtherance of and not in limitation of the foregoing, Assignee specifically agrees that it shall have an obligation from and after the Effective Date hereof to pay the cost of the maintenance and replacement of the private water main which is the subject of the Agreement, and agrees that it shall be responsible and liable for all losses and damages arising out of the operation, maintenance, use and repair of the main or service pipes, all as provided more fully in the Agreement. Assignor represents to Assignee that all costs, expenses and other charges under the Agreement that have accrued to the Effective Date have been paid.

2. Indemnification. Assignor agrees to indemnify and hold harmless Assignee from and against all losses, damages, costs, and expenses, including, without limitation, attorneys' fees, suffered or incurred by Assignee to the extent caused by defaults in Assignor's performance of its obligations under the Agreement with respect to any fact, event, or circumstance that first arising prior to the Effective Date. Assignee agrees to indemnify and hold harmless Assignor from and against all losses, damages, costs, and expenses, including, without limitation, attorneys' fees, suffered or incurred by Assignor to the extent caused by defaults in Assignee's performance of its obligations under the Agreement with respect to any fact, event, or circumstance that first arising on or after the Effective Date.

3. Notice of Assignment and Assumption. Promptly upon the execution of this Assignment: (a) Assignor and Assignee shall cooperate to provide written notice of this Assignment to Sibley, Wong,

and the Board; and (b) Assignee shall use commercially reasonable and diligent efforts to obtain from the Board written consent to this Assignment.

4. Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Amendments. This Assignment may be amended, modified or supplemented only by written agreement of both of the parties hereto.

6. Miscellaneous. If any provision of this Assignment shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

7. Counterparts. This Assignment may be executed in counterparts, each of which will be fully effective as an original and both of which together will constitute one and the same instrument.

(Signature pages follow)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

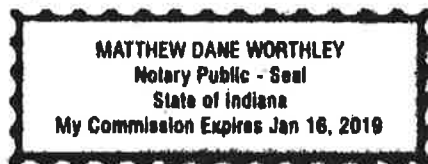
ECC WHITE BEAR AVENUE LLC,
an Indiana limited liability company

By: 
Thomas English, Manager

STATE OF INDIANA)
)ss.
COUNTY OF MARION)

This instrument was acknowledged before me on October 27th, 2015 by Thomas English, the Manager of ECC White Bear Avenue LLC, an Indiana limited liability company, on behalf of the limited liability company.



Notary Public



ASSIGNEE:

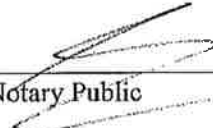
AEI NATIONAL INCOME PROPERTY FUND VIII LP,
a Minnesota limited partnership

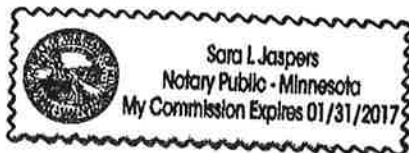
By: AEI Fund Management XVIII, Inc.
a Minnesota corporation
Its: Corporate General Partner

By: 
Marni Nygard, Chief Investment Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF Ramsey)

This instrument was acknowledged before me on October 27, 2015 by Marni Nygard, the Chief Investment Officer of AEI Fund Management XVIII, Inc., a Minnesota corporation, the Corporate General Partner of AEI National Income Property Fund VIII LP, a Minnesota limited partnership, on behalf of the limited partnership.


Notary Public



Drafted By:

Ryan R. Wilmering
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