

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (this "**Assignment**"), is made and entered into effective as of October 18, 2016 (the "**Effective Date**"), by and between STARLIGHT INVESTMENTS ACQUISITION LLC, a Delaware limited liability company ("**Assignor**"), and SOUTH BLVD ACQUISITION LLC, a Delaware limited liability company ("**Assignee**").

R E C I T A L S

A. Assignor, as purchaser, and GILES STREET OWNER LLC, a Delaware limited liability company ("**Seller**"), as seller, entered into that certain Purchase and Sale Agreement dated July 20, 2016, as amended by that certain First Amendment to Purchase and Sale Agreement dated July 29, 2016, and that certain Second Amendment to Purchase and Sale Agreement dated August 5, 2016 (collectively, the "**Contract**"), pursuant to which Seller agreed to sell and Assignor agreed to buy that certain Property more particularly described therein. All capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to them in the Contract.

B. Assignor and Assignee now desire to evidence the assignment of Assignor's interest as purchaser under the Contract and the assumption by Assignee of the rights and obligations of Assignor under the Contract.

NOW, THEREFORE, in consideration of the Recitals, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns all of its right, title and interest as purchaser in, to and under the Contract to Assignee.
2. **Assumption.** Assignee hereby assumes all of Assignor's rights, title, interest, obligations and liabilities as purchaser in, to and under the Contract and agrees that it shall hereafter be bound by the terms and provisions of the Contract.
3. **No Release.** Nothing contained herein shall be deemed a release of Assignor from its obligations under the Contract, and Assignor and Assignee shall hereafter be jointly and severally liable under the Contract.
4. **Representations.** Assignor and Assignee hereby represent and warrant that as of the Closing (as defined in the Contract) that (a) Assignee is owned or controlled by, or is under common ownership or control with, Assignor, or a joint venture entity in which Assignor is the managing member and (b) Daniel Drimmer owns at least five percent (5%) of the direct or indirect ownership interests in Assignee.
5. **Counterparts, Facsimiles.** This Assignment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement, but in making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart. Signatures to this Assignment may be transmitted via facsimile or scanned and emailed, and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.

6. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
7. **Miscellaneous.** Nothing contained herein shall be deemed to amend or modify any of the terms, provisions, rights or obligations under the Contract other than to substitute Assignee in the place and stead of Assignor.
8. **Third Party Beneficiary.** The parties agree that Seller is a third party beneficiary of this Assignment, including, without limitation, the representations set forth in Section 4 hereof.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

STARLIGHT INVESTMENTS ACQUISITION LLC,
a Delaware limited liability company

By: (signed) "Daniel Drimmer"

Daniel Drimmer, Authorized Signatory

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

ASSIGNEE:

SOUTH BLVD ACQUISITION LLC,
a Delaware limited liability company

By: *(signed) "Evan Kirsh"* _____

Evan Kirsh, President