

**ASSIGNMENT AND ASSUMPTION
OF PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT ("**Assignment**") dated effective as of April 6, 2018, is entered into by and between (a) EXCEL EQUITIES, LLC, a New Jersey limited liability company ("**Assignor**") and (b) EXCEL HOLDINGS 11 LLC, a Delaware limited liability company ("**Assignee**").

RECITALS:

A. Assignor and Harrison Waterfront Associates, LLC and Harrison Waterfront Urban Renewal, LLC (the "**Sellers**") are parties to that certain Purchase and Sale Agreement dated **December 8, 2017** (the "**PSA**"), as amended by that certain First Amendment dated **March 13, 2018** (the "Amendment," the Amendment and the PSA shall collectively be referred to as the "Agreement").

B. Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Agreement as hereinafter provided.

C. Assignee desires to assume the duties and obligations of Assignor under the Agreement as set forth below.

NOW THEREFORE, in accordance with the terms of this Assignment and in consideration of the sum of \$10.00, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor assigns, transfers, sets over and delivers to Assignee, effective as of the date of this Assignment, all of Assignors' right, title and interest in and to (a) the Agreement and (b) the deposit made pursuant to the Agreement.

Assignee accepts this Assignment and agrees to assume and perform each and every obligation and duty of Assignor under the Agreement, all with the same force and effect as if Assignee had signed the Agreement originally, as the Purchaser named therein.

Assignor authorizes Assignee and Sellers to amend the Agreement after the date of this Assignment, without notice to or consent of Assignor. Assignor and Assignee are jointly and severally liable for all of Purchaser's obligations under the Agreement.

Assignor and Assignee represent that Assignee is an entity owned and controlled by Assignor, and Assignee is in compliance with all representations contained in the Agreement that relate to Assignor.

This Assignment embodies the entire agreement of Assignor and Assignee with respect to the subject matter of this Assignment and supersedes any prior agreements, whether written or oral, with respect to the subject matter of this Assignment. There are no agreements or understandings which are not set forth in this Assignment.

This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State in which the property which is the subject of the Agreement is located.

This Assignment is in accordance with Section 16.1 of the Agreement; Assignor and Assignee comply with parameters contained therein.

All provisions of the Agreement not specifically mentioned herein remain in full force and effect.

This Assignment may be executed in two or more counterparts, via PDF, digital signature, or facsimile, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

[REMAINDER OF THIS AGREEMENT IS LEFT INTENTIONALLY BLANK]


IN WITNESS WHEREOF, this Assignment has been executed and delivered by the parties as of the date first above written.

ASSIGNOR:

Witnesses:

EXCEL EQUITIES, LLC,
a New Jersey limited liability company

Signature: _____
Print Name:

By:  _____
Name: Shoham Amin
Title: Manager


ASSIGNEE:

Witnesses:

EXCEL HOLDINGS 11 LLC,
a Delaware limited liability company

Signature: _____
Print Name:

By: Excel Manager 6 LLC,
a Delaware limited liability company

By:  _____
Name: Shoham Amin
Title: Manager