

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

This Assignment of Purchase and Sale Agreement (this "Assignment") is made as of the 16th day of May, 2013 by and between **JOHN M. CORCORAN & CO. LLC**, a Massachusetts limited liability company, having an address at 100 Grandview Road, Suite 207, Braintree, Massachusetts 02184 ("Assignor") and **WEISS FARM APARTMENTS LLC**, a Massachusetts limited liability company, having an address at 100 Grandview Road, Suite 207, Braintree, Massachusetts 02184 ("Assignee").

WITNESSETH

WHEREAS, Assignor, as buyer, and Weiss Farm, Inc., a Massachusetts corporation, ("Seller"), as seller, are parties to a Purchase and Sale Agreement dated April 10, 2013 (the "Contract"), for certain land off Franklin Street in Stoneham, Middlesex County, Massachusetts, as more particularly described in the Contract (the "Premises"), pursuant to which Contract Seller has agreed to sell and Assignor has agreed to purchase the Premises upon the terms and conditions contained in the Contract;

WHEREAS, pursuant to Section 16(d) of the Contract, Assignor has the right to assign all of its rights and obligations under the Contract to a related party in which Assignor or one or more principals of Assignor shall continue to hold an interest; and

WHEREAS, Assignee is a limited liability company of which Assignor is the sole member, and, as such, Assignor continues to hold an interest in Assignee; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of the right, title and interest of Assignor in, to and under the Contract.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in, to and under the Contract.
2. Assignee hereby accepts the foregoing assignment, and hereby assumes and covenants to perform all duties and obligations of Assignor under the Contract.
3. Notwithstanding the foregoing, Assignor and Assignee acknowledge and agree that, pursuant to Section 16(d) of the Contract, Assignor shall continue to control the process of obtaining the Approvals (as defined in the Contract) and any Appeals (as defined in the Contract) of the Approvals. Assignee shall be responsible, and shall reimburse Assignor, for any costs and expenses incurred in connection with such activities, and Assignee hereby agrees to indemnify and hold Assignor harmless

from and against any losses, liabilities, costs or expenses suffered or incurred by Assignor arising out or in connection with such activities.

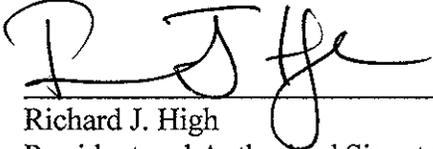
4. Assignor hereby releases all claims to the Deposit (as defined in the Contract) made by Assignor under the Contract, and assigns such claims to Assignee.
5. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective heirs, personal representatives, successors and assigns.
6. Assignor and Assignee agree that a copy of this Assignment shall be provided to Seller for the purpose of notifying Seller of the assignment to Assignee of all of Assignor's right, title and interest under the Contract, and Assignor and Assignee hereby agree for the benefit of Seller that Seller may rely upon this Assignment, and the recitals, agreements and undertakings of the parties as set forth in this Assignment, for the purpose of evidencing the compliance by the parties with the provisions of Section 16(d) of the Contract.
7. Each of the parties hereto represents and warrants to the other that the person executing this Assignment on behalf of such party has the full right, power and authority to enter into and execute this Assignment on such party's behalf and that no consent from any other person is necessary as a condition precedent to the legal effect of this Assignment.
8. This is the entire agreement between the parties hereto, and may not be amended or modified in any manner without the written approval of the parties hereto.
9. This Assignment may be executed in multiple counterpart copies, all of which shall be deemed originals, but which will evidence one and the same instrument.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment under seal as of the date first set forth above.

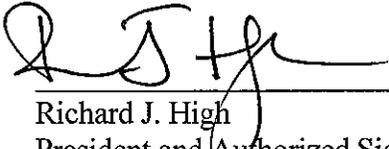
ASSIGNOR:

JOHN M. CORCORAN & CO. LLC

By: 
Richard J. High
President and Authorized Signatory

ASSIGNEE:

WEISS FARM APARTMENTS LLC

By: 
Richard J. High
President and Authorized Signatory