

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

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT (this "Agreement"), is made as of the 7th day of April, 2016, by and between **ALLIANCE REALTY PARTNERS, LLC**, a Delaware limited liability company ("Assignor"), and **BROADSTONE BARE COVE ALLIANCE, LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH:

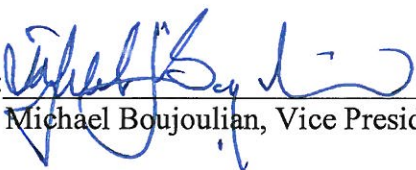
For and in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, sets over, transfers and assigns to Assignee all of Assignor's right, title and interest in and to that certain Purchase and Sale Agreement by and between Hingham Mutual Fire Insurance Company, a Massachusetts corporation ("Seller") and Assignor dated as of December 4, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement dated as of February 17, 2016, along with all deposits paid thereunder ("Agreement").

Assignee hereby assumes all of the obligations of Assignor under the Agreement, and Assignee agrees to indemnify, defend and hold Assignor harmless from and against all obligations, liabilities and costs (including, without limitation, reasonable attorneys' fees) arising out of Assignee's performance or failure to perform under the Agreement from and after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the day and year first above written.

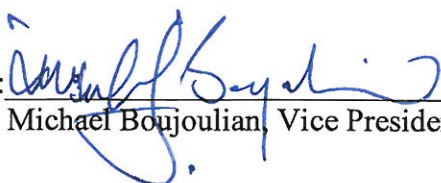
ASSIGNOR:

ALLIANCE REALTY PARTNERS, LLC

By: 
Michael Boujoulian, Vice President

ASSIGNEE:

**BROADSTONE BARE COVE
ALLIANCE, LLC**

By: 
Michael Boujoulian, Vice President