

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Assignment") is made as of May 10, 2019 (the "Effective Date") between ET III Greenville, LLC, a Missouri limited liability company (the "Assignor") and National Council of Examiners for Engineering and Surveying ("Assignee") (collectively, the "Parties").

WHEREAS, pursuant to the authorization granted under Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code") and pursuant to 4-1-175 of the Code, Greenville County, South Carolina (the "County"), CH2M Hill, Inc. and HP Greenville, LLC (together, the "Original Sponsors") entered into that certain Fee in Lieu of Tax Agreement dated October 1, 2016 (the "Fee Agreement"), which provided for certain incentives in order to induce the establishment of a facility used for the purpose of an office project in the County (the "Project"); and

WHEREAS, the Original Sponsors assigned the Fee Agreement to Assignor pursuant to that certain Assignment Agreement between the Original Sponsors and the Assignor dated December 20, 2016, which assignment was ratified by the County pursuant to County Resolution No. 1631 dated November 7, 2017;

WHEREAS, pursuant to this Assignment, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights, title, and interest in, to, and under the Fee Agreement;

NOW THEREFORE, in consideration of the above and other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, the parties hereby agree as follows:

Section 1. Assignor hereby assigns, contributes, grants, conveys, and transfers to Assignee, its representatives, successors, and assigns, Assignor's rights, title, obligations and interest in, to, and under the Fee Agreement, TO HAVE AND TO HOLD the same to Assignee, its successors, and assigns forever, from and after the date of this Assignment, subject to the terms, covenants, and provisions of the Fee Agreement.

Section 2. Assignee agrees to assume, pay, and perform all the obligations of Assignor, under the Fee Agreement and agrees to be bound thereby.

Section 3. This Assignment is binding on and inures to the benefit of the Parties, their heirs, executors, administrators, successors in interest, and assigns.

Section 4. The Parties are entitled to amend this Assignment only by a signed writing.

Section 5. This Assignment is governed by and construed in accordance with the laws of the State of South Carolina.

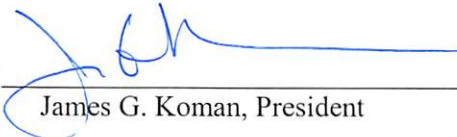
Section 6. A determination that any provision, or part of a provision, of this Assignment is unenforceable or invalid does not affect the enforceability or validity of any other provision, and any determination that the application of any provision or part of a provision of this Assignment to any person or circumstance is illegal or unenforceable does not affect the enforceability or validity of that provision or part of a provision as it may apply to any other person or circumstance.

Section 7. The Parties may execute this Assignment in two or more counterparts, and by original signature or electronic means, each of which is deemed to be an original, but all of which together constitute one and the same instrument.

[Signature pages follow.]

**IN WITNESS WHEREOF**, the undersigned have caused this Assignment to be duly executed on the date first above written.

**ASSIGNOR:**  
ET III Greenville, LLC

By:   
\_\_\_\_\_

James G. Koman, President

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed on the date first above written.

**ASSIGNEE:**

National Council of Examiners for  
Engineering and Surveying

By:  \_\_\_\_\_

Its: CHIEF EXECUTIVE OFFICER