

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into and shall be effective as of the ____ day of _____, 2016 by and between Lend Lease (US) Construction Inc., a Florida corporation ("Assignor"), and LeChase Construction Services, LLC, a New York limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of May 10, 2016 (the "Agreement") pursuant to which Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to purchase, acquire and assume from Assignor, among other things, all of Assignor's right, title and interest in and to the construction contract attached hereto as Exhibit A and made a part hereof (the "Construction Contract").

B. Assignor desires to transfer and assign to Assignee and Assignee desires to acquire and assume all of Assignor's right, title and interest in and to the Construction Contract, together with all assignable subcontracts, purchase orders, work orders, equipment leasing agreements and other contracts entered into by Assignor relating solely to the provision of labor, services, materials or supplies under the Construction Contract (collectively, the "Subcontracts") and (ii) all assignable licenses, permits, approvals and entitlements now or hereafter issued to Assignor relating solely to its performance under the Construction Contract (collectively, the "Licenses and Permits"), pursuant to the terms and conditions of the Agreement.

C. Assignment of the Construction Contract by Assignor requires the prior written consent of the Owner (as defined therein), a true and accurate copy of which is attached hereto as Exhibit B and made a part hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and certain good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, Assignee's successors and assigns, all of Assignor's right, title and interest in and to the Construction Contract and the Subcontracts pursuant to the terms and conditions of the Agreement, and all of Assignor's right, title, and interest, if any, in and to the Licenses and Permits.

2. Assumption. Assignee hereby accepts the foregoing assignment and hereby assumes all of the obligations, responsibilities and duties of Assignor under (a) the Construction Contract and the Subcontracts pursuant to the terms and conditions of the Agreement, and (b) the Licenses and Permits, arising from and after the date hereof.

3. Terms of Agreement and Indemnification. Assignor agrees to indemnify and hold Assignee harmless from and against any and all losses, liabilities, claims, demands, judgments, damages, fines, suits, actions, costs and expenses (including reasonable attorneys' fees) (individually, a "Loss" and, collectively, "Losses") to the extent required by and pursuant to the terms and conditions of the Agreement. Assignee agrees to indemnify Assignor and hold Assignor harmless from and against any and all Losses to the extent required by and pursuant to

the terms and conditions of the Agreement. Notwithstanding anything in this Assignment to the contrary, the terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating thereto, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern.

4. Successors and Assigns. The agreements, covenants, warranties and representations herein set forth shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of New York, without regard to conflict or choice of law provisions, and the parties hereto expressly consent to jurisdiction in such courts.

6. Entire Agreement. This Assignment embodies the complete agreement of the parties hereto with respect to the subject matter hereof, and cannot be altered, amended or modified except by their written agreement.

7. Counterparts. To facilitate execution of this Assignment, this Assignment may be executed in one or more counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Assignment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute one and the same agreement.

8. Headings. Section headings contained herein are for convenience of reference only, and shall not govern the interpretation of any of the provisions contained herein.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the day and year first above written.

ASSIGNOR:

LEND LEASE (US) CONSTRUCTION INC.

By: _____

Name:

Title:

ASSIGNEE:

**LECHASE CONSTRUCTION SERVICES,
LLC**

By: _____

Name: William H. Goodrich

Title: CEO and Managing Partner

EXHIBIT A

CONSTRUCTION CONTRACT

EXHIBIT B

OWNER'S CONSENT TO ASSIGNMENT OF CONSTRUCTION CONTRACT