



**NOW THEREFORE**, the County and the SCDOT agree, and the Bank consents, as follows:

**SECTION I. FINDINGS**

The above recitals and findings are incorporated herein by reference and made a part of this Assignment.

**SECTION II. ASSIGNMENT**

The County and the SCDOT hereby agree that the County shall, and it hereby does, assign its rights, interest, title, duties and obligations under the Agreement to the SCDOT. The SCDOT hereby accepts the Assignment of all of the County's obligations, responsibilities, and duties under the Agreement and all of the County's rights, title, and interest in and to the Agreement.

**SECTION III. RELEASE**

By executing this Assignment, both the SCDOT and the Bank by the Bank's consent to this Assignment, agree to release the County from any and all liabilities, responsibilities, obligations, claims or remedies it may have against the County under the Agreement except as otherwise provided in this Assignment between the Bank and County. The County shall remain liable to the Bank for all of its liabilities, obligations and responsibilities under Sections 3.2, 4.3, and 7 of the Agreement and the Bank's rights, claims, and remedies related thereto against the County under Article VIII of the Agreement shall remain in full force and effect. Provided, however, that the County's liabilities, obligations and responsibilities under Sections 4.3 and 7 of the Agreement shall be limited to occurrences or events that occurred or arose on or prior to the date of this Assignment. It is expressly understood and agreed to by and between the parties that all disbursements made by the Bank up to the date of this Assignment have been deemed Eligible Costs for the Extension Project pursuant to Section 4.3 of the Agreement.

**SECTION IV. ENTIRE AGREEMENT**

This Assignment constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral agreement and contracts between the Parties and their predecessors in interest regarding the subject matter of this Assignment. This Assignment may be changed, altered, amended, modified, or terminated only by a written instrument executed by the Parties hereto and consented to in writing by the Bank.

**IN WITNESS WHEREOF**, the parties set their hands and seals as of the date first

above written by their duly authorized representatives.

[SIGNATURE PAGES TO FOLLOW]

SIGNATURE PAGE FOR CHARLESTON COUNTY

IN WITNESS WHEREOF, Charleston County has caused this Assignment to be executed on its behalf and its seal to be affixed hereto.

COUNTY OF CHARLESTON

By: ----- Printed Name: \_  
\_\_\_\_\_

Title: -----

Attest:

By: ----- Printed Name: \_  
\_\_\_\_\_

Title: -----



IN WITNESS WHEREOF, South Carolina Department of Transportation has caused this Assignment to be executed on its behalf and its seal to be affixed hereto.

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

----- Attest:

By: ----- Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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IN WITNESS WHEREOF, South Carolina Transportation Infrastructure Bank has consented to this Assignment to be executed on its behalf and its seal to be affixed hereto.

SOUTH CAROLINA TRANSPORTATION INFRASTRUCTURE BANK

By: \_\_\_\_\_ Printed Name: \_  
\_\_\_\_\_ Title: \_\_\_\_\_

Attest

By: \_\_\_\_\_ Printed Name: \_\_  
\_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_