

ASSIGNMENT OF CONTRACT

This Assignment of Contract (the "Assignment") is effective as of January 01, 2018 (the "Effective Date") by and between Fugro Geospatial, Inc., a corporation organized and existing under the laws of the State of South Dakota, 4350 Airport Road, Rapid City, South Dakota 57703 ("Assignor"), the City of Rapid City, a municipal corporation and political subdivision of the State of South Dakota, 300 Sixth Street, Rapid City, South Dakota 57701 ("City"), and Fugro USA Land, Inc., a corporation organized and existing under the laws of the State of Texas, at 6100 Hillcroft, Houston, Texas 77081 ("Assignee") The above-referenced parties may be collectively referred to herein as the "Parties."

WHEREAS, Assignor and City are parties in the Digital Base Map Development Services agreement dated January 17, 2018 between the Assignor and the City of Rapid City, a municipality organized and existing under the laws of the State of South Dakota; and

WHEREAS, Assignor desires to assign and Assignee desires to receive by assignment all of Assignor's rights and obligations under the Contract;

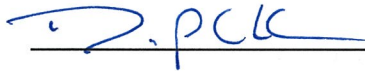
NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns to Assignee all of its interests, rights and title held by Assignor in and to the Contract.
2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Contract. As of the date of this Assignment, Assignee hereby assumes all of Assignor's interests, rights, duties and obligations remaining in the Contract. As of the date of this Assignment, Assignee agrees to comply with all the terms, make all payments, and perform all conditions and covenants in the Contract as if Assignee were an original party therein.
3. **ASSIGNOR'S REPRESENTATIONS:** Assignor warrants that the Contract is in full force and effect and fully assignable or may be assigned with consent of Other Party. Assignor further warrants that the contract rights transferred in this Assignment are free of lien, encumbrance or adverse claim.
4. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of South Dakota not including its conflict of laws rules that would refer to the laws of another jurisdiction.
6. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.
7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute

one and the same document. In the event that any signature hereof is delivered by facsimile transmission or by e-mail as an attached, scanned document such signature shall create a valid and binding obligation of the Party or Other Party executing the same with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

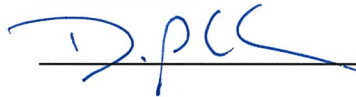
ASSIGNOR: FUGRO GEOSPATIAL, INC.



Dave White
(Name)
Senior Vice President

(Title)

ASSIGNEE: FUGRO USA LAND, INC.



Dave White
(Name)
Senior Vice President

(Title)

OTHER PARTY CONSENT:

The undersigned, which is the Other Party to the Contract, hereby consents to the foregoing Assignment and releases Assignor from its obligations and liabilities arising under the Contract and accepts Assignee as a party to the Contract in place of the Assignor.

CITY OF RAPID CITY

Mayor

ATTEST:

Pauline Sumption, Finance Officer

Date: _____