

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "*Agreement*") is made as of this 12th day of August, 2013 (the "*Effective Date*"), by and between Texas Wesleyan University, a Texas nonprofit corporation ("*Seller*"), and Texas A&M University ("*Buyer*"), a member institution of The Texas A&M University System. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of August 2, 2013 (the "*Purchase Agreement*"), the terms of which are incorporated herein by reference, pursuant to which, among other things, Seller agreed to assign to Buyer, and Buyer agreed to assume from Seller, the Assumed Obligations, in each case upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to Purchase Agreement, the Parties are to execute and deliver to one another this Agreement at the Closing.

NOW, THEREFORE, in consideration of the mutual covenants and other agreements set forth in the Purchase Agreement and set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement:

1. Seller does hereby convey, assign, transfer and deliver unto Buyer, and Buyer hereby accepts and assumes from Seller, all of the Assumed Obligations. As provided in the Purchase Agreement, the Assumed Obligations specifically exclude the Unassumed Liabilities.
2. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
3. The terms of the Purchase Agreement are incorporated herein by reference. Buyer and Seller each acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Agreement, express or implied, is intended to or shall be construed to in any way modify, expand or limit the terms of the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern and control.
4. This Agreement is executed and delivered pursuant to the Purchase Agreement.
5. This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.
6. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than

all, but together signed by all of the Parties. In the event that any signature is delivered by facsimile transmission or as an attachment to electronic mail, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) such counterpart, with the same force and effect as if such facsimile or electronic signature were the original thereof.

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered effective as of the Effective Date.

SELLER:

TEXAS WESLEYAN UNIVERSITY

By: 

Frederick G. Slabach, President

BUYER:

TEXAS A&M UNIVERSITY

By: _____

R. Bowen Loftin, President

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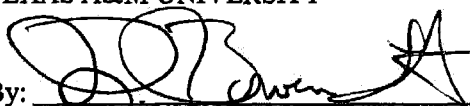
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Frederick G. Slabach, President

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