

ASSIGNMENT AND ASSUMPTION OF SUBLEASES

This Assignment and Assumption of Subleases (the “**Assignment**”), dated as of this 19th day of June, 2017 (the “**Effective Date**”), is by and between **F & C Corporation**, an Idaho corporation (“**Assignor**”), and **City of Boise (Department of Aviation)**, a municipal corporation formed and existing pursuant to Title 50, Idaho Code (“**Assignee**”).

RECITALS

A. Assignor, as seller, and Assignee, as buyer, entered into that certain Real Property Leasehold Purchase and Sale Agreement with an effective date of February __, 2017 (the “**Agreement**”), regarding the purchase and sale of certain “**Property**”, as such term is defined in **Exhibit “A”** attached to and made a part of this Assignment.

B. Assignor is presently the holder of the landlord’s interest under those certain lease agreements described on **Exhibit “B”** attached to and made a part of this Assignment (collectively, the “**Leases**”). The Leases affect the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor’s right, title and interest in, to and under the Leases, including, without limitation, all of Assignor’s right, title and interest in and to security, cleaning or other deposits, and in and to any claims for rent, arrears rent, income, and all other benefits arising or issuing from or out of the Leases.

2. Assumption. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the landlord under the Leases, from and after the Effective Date.

3. Assignee’s Indemnification of Assignor. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys’ fees, incurred in connection with the Leases, based upon or arising out of any breach or alleged breach of any Lease by Assignee occurring or alleged to have occurred from and after the Effective Date.

4. Assignor’s Indemnification of Assignee. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys’ fees, incurred in connection with the Leases, based upon or arising out of any breach or alleged breach of any Lease by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

5. Attorney Fees. If a dispute arises concerning the performance of the obligations under this Assignment or the meaning or interpretation of any provision of this Assignment, the party not prevailing in the dispute shall pay any and all costs and expenses incurred by the other party in establishing its rights under this Assignment, including, without limitation, court costs and reasonable attorney fees.

6. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR:

F & C CORPORATION
an Idaho corporation

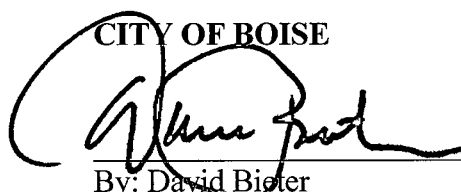
MNF



By: Michael N. Fery
Its: President

ASSIGNEE:

CITY OF BOISE



By: David Bieter
Its: Mayor

ATTEST



By: Lynda Lowry
Its: City Clerk

EXHIBIT "A"

Description of Property

Description of Ground Lease Parcel II Premises

PARCEL 2

A parcel of land being a portion of the East ½ of Section 28, Township 3 North, Range 2 East, Boise Meridian, Boise, Ada County, Idaho and more particularly described as follows:

COMMENCING at a Brass Cap marking the East ¼ Corner of said Section 28; Thence along the East Line of said Section 28,

North 00°30'24" West 145.02 feet to a point on the Westerly right-of-way line of South Vista Avenue; Thence leaving the East line of said Section 28, and along said Westerly Right of Way line along a curve to the left having a central angle of 03°58'20", a radius of 1105.92 feet, a length of 76.67 feet and a long chord bearing,

North 09°00'56" West 76.66 feet to the **POINT OF BEGINNING**; Thence leaving Said Westerly right-of-way line,

South 77°11'40" West 32.67 feet to a point; Thence,

North 12°48'20" West 4.57 feet to a point; Thence,

North 57°44'39" West 390.76 feet to a point; Thence,

North 05°59'39" West 22.10 feet to a point on the Southerly Right of Way line of West Airport Way; Thence along said Southerly Right of Way line,

North 84°00'21" East 283.42 feet to a point on the Westerly right-of-way line of South Vista Avenue; Thence leaving said Southerly Right of Way line, and along the Westerly Right of Way line of South Vista Avenue along a curve to the right having a central angle of 14°03'22", a radius of 1105.92 feet, a length of 271.31 feet and a long chord bearing,

South 18°01'47" East 270.63 feet to the **POINT OF BEGINNING**.

Said Parcel 2 contains 1.073 acres, more or less.

DESCRIPTION
FOR
F&C CORPORATION
INGRESS-EGRESS EASEMENT "A"

A parcel of and for the purpose of an Ingress-Egress easement lying in a portion of the East ½ of Section 28, T.3N., R2E., B.M., Boise, Ada County, Idaho and more particularly described as follows:

COMMENCING at a Brass Cap marking the East ¼ Corner of said Section 28; Thence along the East Line of said Section 28,

North 00°30'24" West 145.02 feet to a point; Thence leaving the East Line of said Section 28, and along the Westerly Right of Way Line of South Vista Avenue along a curve to the left having a central angle of 18°01'43", a radius of 1105.92 feet, a length of 347.98 feet and a long chord bearing,

North 16°02'37" West 346.55 feet to a point on the Southerly Right of Way Line of West Airport Way; Thence leaving said Westerly Right of Way Line, and along the Southerly Right of Way Line of West Airport Way,

South 84°00'21" West 268.42 feet to the POINT OF BEGINNING; Thence leaving said Southerly Right of Way Line,

South 05°59'39" East 33.93 feet to a point; Thence,
South 02°23'40" East 29.17 feet to a point; Thence,
South 25°25'36" West 156.93 feet to a point; Thence,
South 64°34'24" East 39.28 feet to a point; Thence,
South 59°34'54" East 49.82 feet to a point; Thence,
South 25°25'36" West 169.67 feet to a point; Thence,
North 64°34'24" West 24.00 feet to a point; Thence,
North 25°25'36" East 149.99 feet to a point; Thence,
North 64°34'24" West 88.91 feet to a point; Thence,
North 25°25'36" East 168.61 feet to a point; Thence,
North 07°52'26" West 38.38 feet to a point; Thence,
North 05°59'39" West 22.70 feet to a point on the Southerly Right of Way Line of West Airport Way; Thence along the Southerly Right of Way Line of West Airport Way,
North 84°00'21" East 30.00 feet to the POINT OF BEGINNING;

DESCRIPTION
FOR
F&C CORPORATION
INGRESS-EGRESS EASEMENT "C"

A parcel of land for the purpose of an Ingress-Egress easement lying in a portion of the East 14 of Section 28, T.3N., R.2E., B.M., Boise, Ada County, Idaho and more particularly described as follows:

COMMENCING at a Brass Cap marking the East ¼ Corner of said Section 28; Thence along the East Line of said Section 28,

North 00°30'24" West 145.02 feet to a point; Thence leaving the East Line of said Section 28, and along the Westerly Right of Way Line of South Vista Avenue along a curve to the left having a central angle of 18°01'43", a radius of 1105.92 feet, a length of 347.98 feet and a long chord bearing,

North 16°02'37" West 346.55 feet to a point on the Southerly Right of Way Line of West Airport Way; Thence leaving said Westerly Right of Way Line, and along the Southerly Right of Way Line of West Airport Way,

South 84°00'21" West 268.42 feet to a point Thence leaving said Southerly Right of Way Line,

South 05°59'39" East 33.93 feet to a point; Thence,

South 02°23'40" East 29.17 feet to a point; Thence,

South 25°25'36" West 156.93 feet to a point; Thence,

South 64°34'24" East 39.28 feet to a point; Thence,

South 59°35'17" East 49.82 feet to the POINT OF BEGINNING; Thence continuing,

South 59°35'17" East 118.45 feet to a point; Thence,

South 25°25'36" West 27.80 feet to a point; Thence,

North 54°38'33" West 63.00 feet to a point; Thence,

North 64°34'24" West 55.94 feet to a point; Thence,

North 25°25'36" East 27.23 feet to the POINT OF BEGINNING.

EXHIBIT “B”

Ground Leases

1. Ground Lease Parcel II: Kopper Kitchen Amended and Restated Lease and Sublease dated January 1, 2015, between Assignor, as landlord, and Kopper Kitchen, Inc., an Idaho corporation, as tenant.
2. Ground Lease Parcel III. Lease Agreement for Space effective March 24, 2011, between Assignor, as lessor, and State of Idaho, by and through the Department of Water Resources, as lessee, as amended by that certain Lease Amendment No. 1 dated March 14, 2016
3. Ground Lease Parcel III. Office Lease Agreement dated July 12, 2013, between Assignor, as landlord, and Unisun Software, LLC, an Idaho limited liability company (“**Unisun**”), as tenant, which Unisun assigned to ArmgaSys, Inc., an Idaho corporation, pursuant to that certain Assignment and Assumption of Lease dated January 1, 2015

ESTOPPEL CERTIFICATE

April 26 2015 / 2017

City of Boise
3201 Airport Way, Suite 1000
Boise, Idaho 83705
Attn: Mike O'Dell

Re: Kopper Kitchen Amended and Restated Lease and Sublease dated January 1, 2015 ("Lease") between F & C Corporation, an Idaho corporation, as Landlord, and Kopper Kitchen, Inc., an Idaho corporation, as Tenant

Dear Mr. O'Dell:

The undersigned, as Tenant under the Lease pertaining to certain premises located at 2661 Airport Way, Boise, Idaho 83705 ("Premises"), has been advised that City of Boise (Department of Aviation), a municipal corporation formed and existing pursuant to Title 50, Idaho Code ("Buyer") is about to purchase the property to which the Premises is a part.

As an accommodation to Landlord and Buyer, Tenant hereby certifies to the following:

1. The Lease is the entire agreement between Landlord and Tenant pertaining to the Premises and the Lease has not been amended, modified or supplemented except as follows:

2. The Lease term commenced on January 1, 2015 and the current term expires December 31, 2024.

3. The Lease contains One extension option of Five years.

4. Tenant pays annual Base Rent in the amount of the greater of: (i) \$65,025.00, or (ii) Seven percent of Gross Sales. The Base Rent has been paid through April, 2017.

5. In addition to Base Rent described in Paragraph 5 above, Tenant is responsible for payment of all costs incurred or relating to or arising out of the Premises, including all utilities, real estate taxes, insurance, grounds and parking lot maintenance, janitorial expense, room and building maintenance and repair including HVAC operation, maintenance and repair, and any costs arising out of any document of record, including the Maintenance Agreement.

6. Tenant has paid a security deposit of \$N/A.

7. As of this date, Tenant has no defenses or offsets against the payment of rent or the enforcement of the Lease against Landlord.

8. As of this date, all improvements and work required under the terms of the Lease to be done by Landlord have been completed to the satisfaction of Tenant, and to the best of Tenant's knowledge, Landlord is not in default under the terms of the Lease.

9. Tenant is not in default under the Lease and has not failed to duly and fully perform any term, covenant, or condition to be performed by Tenant under the Lease.

10. Landlord has not waived the performance or observance by Tenant of any of the terms, covenants or conditions to be performed by Tenant under the Lease.

11. The Lease is personally guaranteed by Michael A. Hulsman and Lisa Hulsman. Said guaranties shall terminate at the end of the day, January 31, 2018.

12. The current address for notices to Tenant under the Lease is:

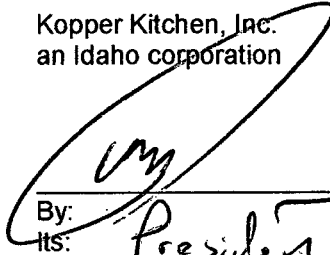
2661 Airport Way
Boise, Idaho 83705
Attn: Mr. Michael A. Hulsman
Ph. 208-412-8267

13. The individual executing this Certificate on behalf of Tenant is fully authorized and empowered to do so.

This Certificate is executed by Tenant with the understanding that it shall, except as otherwise set forth herein, constitute a waiver of any claim by the undersigned against the Buyer to the extent such claim is based upon facts contrary to those asserted in this Certificate but only to the extent Buyer has acted in reasonable reliance upon this Certificate without knowledge of facts contrary to those contained in this Certificate.

TENANT:

Kopper Kitchen, Inc.
an Idaho corporation


By: _____
Its: *President*