

CONSENT TO ASSIGNMENT OF COMMERCIAL REAL ESTATE SERVICES
AGREEMENT BETWEEN PALOUSE COMMERCIAL REAL ESTATE AND
MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO

THIS CONSENT TO ASSIGNMENT OF THE COMMERCIAL REAL ESTATE SERVICES AGREEMENT BETWEEN BLUE MUSE CORPORATION DBA/PALOUSE COMMERCIAL REAL ESTATE AND MOSCOW URBAN RENEWAL AGENCY, MOSCOW, IDAHO is entered into as of the 12th day of June, 2018, by and between Blue Muse Corporation DBA/Palouse Commercial Real Estate ("Consultant"), an Idaho Corporation, 1435 Borah Avenue, Moscow, Idaho, 83843, and the Moscow Urban Renewal Agency ("Agency"), 221 E. Second Street, Moscow, Idaho, 83843.

WHEREAS, on April 29th and May 6th 2017, the Agency advertisement of a Request for Proposals for the provision of commercial real estate services for the provision of real estate listing and consulting services to the Agency; and

WHEREAS, on June 7, 2017, the Agency selected and entered into a Commercial Real Estate Professional Services Agreement with Palouse Commercial Real Estate LLC (hereinafter "Consultant") for the provision of real estate listing and consulting services (hereinafter "Agreement"); and

WHEREAS, on April 9th, 2018 Palouse Commercial Real Estate LLC was purchased by Blue Muse Corporation DBA/Palouse Commercial Real Estate (hereinafter "Assignee"); and

WHEREAS, Section 11 of the Agreement prohibits the assignment of the Agreement without the express written consent of the Agency.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged Consultant and Agency hereby agree as follows:

A. Assignment of Agreement. As of the Effective Date, Agency hereby expressly consents to Consultant transferring, assigning, and conveying the Agreement to Assignee.

B. Assumption of Agreement.

1. Assumption. As of the Effective Date, Assignee hereby accepts, assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by Consultant pursuant to the Agreement from and after the Effective Date, and confirms that as of the Effective Date it shall be deemed a party to the Agreement and agrees to be bound by all of the terms of the Agreement and to undertake all the obligations of Consultant contained therein that are to be performed from and after the Effective Date and to receive the payments owed under the Agreement for services performed from and after the Effective Date.

2. References in Agreement. Assignee and Consultant hereby agree that all references in the Agreement to "Consultant" shall be deemed references to the Blue Muse Corporation DBA/Palouse Commercial Real Estate for obligations, rights, services and corresponding payments to be performed and received from and after the Effective Date.

3. Receipt of Agreement. Assignee hereby acknowledges and confirms that it has received a copy of the Agreement, the schedules, and the exhibits related thereto.

4. Prior Obligations. Agency and Consultant shall remain responsible for and perform all of the obligations under or with respect to the Agreement accruing prior to the Effective Date of this Assignment and Consent.

C. Consent to Assignment. Agency hereby consents to Consultant's conveyance and assignment of the Agreement to Assignee pursuant to this Assignment and Consent, which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that Agency shall be entitled to pursue claims accruing or arising incident to the Agreement on or before the Effective Date, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Agreement from Consultant; and/or (b) insurance payments or proceeds, provided however, that Consultant's liability for such claims shall not exceed the liability it would have incurred if the assignment effected hereby had not been made.

D. Insurance; Further Assurances. Assignee will provide Agency with evidence of insurance as required by the Agreement. Each party to this Assignment and Consent shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Assignment and Consent.

E. Notices. Unless otherwise notified by Assignee, copies of any notices to be provided pursuant to the Agreement shall be sent to Assignee at the following address:

Blue Muse Corporation DBA/Palouse Commercial Real Estate
312 S. Washington, Unit 2
Moscow, ID 83843

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

G. Entire Agreement. This Assignment and Consent shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Assignment and Consent and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

H. Severability. If any provision of this Assignment and Consent is determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

I. Governing Law. This Assignment and Consent and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of Idaho with venue in the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.

J. Counterparts. This Assignment and Consent may be executed in several counterparts and all such executed counterparts shall constitute one document, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

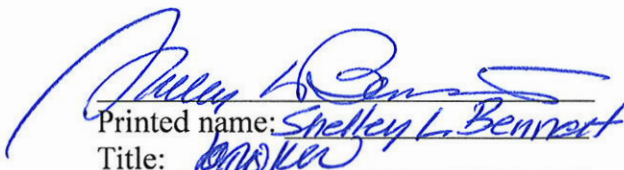
K. Administration of Agreement. The Agreement shall be administered by Justin Rasmussen on behalf of the Assignee. Any written notices required by the terms of this Assignment or the Agreement shall be served on or mailed to the following address on behalf of the Assignee:

Blue Muse Corporation DBA/Palouse Commercial Real Estate
312 S. Washington, Unit 2
Moscow, ID 83843

IN WITNESS WHEREOF, the parties have caused this Assignment and Consent to be executed effective the date and year first set forth above.

Consultant

Agency
Moscow Urban Renewal Agency



Printed name: Shelley L. Bennett
Title: Broker


Steve McGeehan, Chair

Dated: 6-12-18

Dated: 6-12-18

Assignee
Blue Muse Corp. DBA/Palouse Commercial
Real Estate


Printed name: Justin Rasmussen
Title: _____

Dated: 6-12-18

ATTEST:

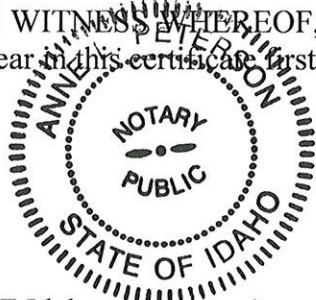

Anne Peterson, Agency Clerk



STATE OF Idaho)
) ss.
County of Latah)

On this 12th day of June, 2018, before me, Anne Peterson, the undersigned notary public in and for said county and state, personally appeared Shelley Bennett, known or identified to me to be the Managing Member of Palouse Commercial Real Estate, a Limited Liability Corporation of the State of Idaho, and the person who signed the within instrument, and acknowledged to me that they have authority to execute and executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

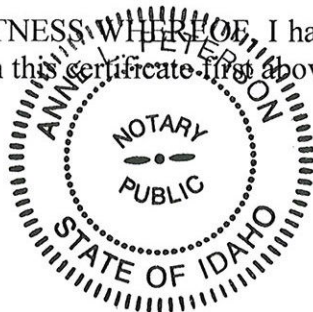


Anne Peterson
Residing at Moscow
Commission Expires 8-27-18

STATE OF Idaho)
) ss.
County of Latah)

On this 12th day of June, 2018, before me, Anne Peterson, the undersigned notary public in and for said county and state, personally appeared Justin Rasmussen, known or identified to me to be the Chief Executive Officer of Blue Muse Corp. DBA/Palouse Commercial Real Estate, a Corporation of the State of Idaho, and the person who signed the within instrument, and acknowledged to me that they have authority to execute and executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Anne Peterson
Residing at Moscow
Commission Expires 8-27-18