

**CONSENT TO ASSIGNMENT OF OWNER
PARTICIPATION AGREEMENT**

THIS CONSENT TO ASSIGNMENT OF OWNER PARTICIPATION AGREEMENT (this “**Consent**”) is made as of June 11, 2019 (the “**Effective Date**”), by and between FH VANDALS LLC, a California limited liability company (“**Assignor**”) and Moscow Urban Renewal Agency (the “**Contract Party**”).

RECITALS

WHEREAS, Assignor and the Contract Party, entered into that certain Owner Participation Agreement effective as of June 16, 2016 (“**Agreement**”) relating to the remediation of the real estate located at 1104 and 1014 South Main Street, Moscow, Idaho (the “**Property**”);

WHEREAS, Assignor and Campus Moscow Property Owner, LLC (the “**Assignee**”) entered into that certain Real Estate Purchase and Sale Agreement (as may be amended, collectively, the “**Purchase Agreement**”) for the purchase of Property; and

WHEREAS, Assignor desires to convey and assign to Assignee such right, title, interest and obligations in, to and under the Agreement in accordance with the terms and conditions set forth in that certain Assignment and Assumption of Owner Participation Agreement to be entered into between Assignor and Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals**. The recitals set forth above are true and accurate, constitute material and integral parts of this Consent, and are incorporated herein by reference.
2. **Consent**. The Contract Party represents, warrants and agrees that the Contract Party consents to the assignment of the Agreement from Assignor to Assignee and waives any right that the Contract Party may have as a result of the assignment to terminate or declare an event of default under the Agreement.
3. **Binding Effect**. This Consent shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
4. **Counterparts**. This Consent may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same instrument. Signatures received via facsimile or electronic

transmission shall be deemed to constitute an original signature and shall cause this Consent to be enforceable against the party in question.

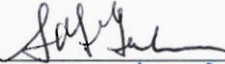
5. Construction. This Consent shall be governed by and construed in accordance with the laws of the State of Idaho.

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IN WITNESS WHEREOF, the parties have executed this Consent as of the Effective Date.

CONTRACT PARTY:

THE MOSCOW URBAN RENEWAL AGENCY

By: 
Name: Steve McGeehan
Title: Chair



ASSIGNOR:

FH VANDALS, LLC, a California limited liability company

By: Field Holdings, LLC, a California limited liability company, its Manager

By: 
Name: Eran Fields
Title: Its Managing Member