

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>2</u>
	TO LEASE NO. GS-10P-LID07447
ADDRESS OF PREMISES THE WATERFRONT 3050 LAKE HARBOR LANE BOISE, ID 83703-6906	PDN Number: N/A

THIS AMENDMENT is made and entered into between
 LAKE HARBOR LA CROSSE LLC
 whose address is: PO BOX 4767
 KETCHUM, ID 83340

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

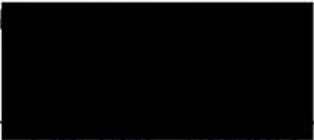
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective October 1, 2016 as follows:

Lease Amendment (LA) Number 2 has been prepared to memorialize the change in ownership through the Lease Assumption Agreement and to modify the lessor information as detailed above. Therefore, the Lessor information on Page 1 is deleted and replaced with the information as stated above and the following additions are hereby added to the lease.

The following are attached and made a part hereof: Lease Assumption Agreement, 3 pages; GSA Form 3518-SAM, 2 pages.

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR 
 Signature: _____
 Name: _____
 Title: OWNER
 Entity Name: LAKE HARBOR LA CROSSE, LLC
 Date: 9/23/16

FOR THE GOVERNMENT: 
 Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 9/29/16

WITNESS 
 Signature: _____
 Name: SCOTT BESSERAULT
 Title: CFO
 Date: 9/23/2016



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LEASE ASSUMPTION AGREEMENT

THIS AGREEMENT entered into by and between Idaho Mortgage Program LLC, an Idaho limited liability company, hereinafter called "transferor", Lake Harbor La Crosse LLC, an Idaho limited liability company, hereinafter called "Transferee", and the United States of America, acting by and through the Administrator of General Services Administration, hereinafter called the "Government".

WITNESSETH:

WHEREAS, the Lessor and the Government have heretofore entered into a certain lease, No. GS-10P-LID07447, as amended by the following: Lease Amendment No. 1, dated 12-1-2015 whereby the Transferor leases to the Government certain real property more particularly described as follows:

5,179 rentable 4,503 usable square feet of office and related use space and 3 parking space(s); located at The Waterfront 3050 Lake Harbor Lane, Boise, ID 83703-6906.

Which lease as amended is hereinafter referred to as the "Lease"; and

WHEREAS, In October 2015, Idaho Public Employee Retirement System of Idaho (PERSI) filed for Appointment of a Receiver due to default in the terms of a Deed of Trust granted by Emerald Assets LP to PERSI on January 19, 2006, regarding property known as the "Waterfront Center". Gary McAllister was appointed as receiver and recognized as such by Lease Amendment 1, dated Oct. 20, 2015. On November 9, 2015, TitleOne Corporation, as Successor Trustee under the original Deed of Trust, following Notice of Default, sold the property to Idaho Mortgage Program LLC "Transferor" on November 9, 2015. The Transferor sold the leased property to the Transferee by Warranty Deed dated April 15, 2016 and has assigned to the Transferee all the Transferor's rights under the lease; and

WHEREAS, the Transferee has assumed all the Transferor's obligations under the lease; and

WHEREAS, evidence of the transfer of the property and the assignment have been furnished to the Government,

NOW, THEREFORE, in consideration of the promises, the parties hereto mutually agree as follows:

INITIALS GM & CLS & JA
Transferor Transferee Government

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1. The Transferor hereby confirms said assignment, conveyance and transfer to the transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government, which it now has or may hereafter have in connection with the Lease.
2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Lease. The Transferee further assumes all obligations and liabilities of, and all claims and demands against the Transferor under the Lease, in all respects as if the Transferee were the original party to the Lease.
3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the lease with the same force and effect as if the action had been taken by the Transferee.
4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the Lease in all respects as if the transferee were the original party to the Lease. The term "Lessor" as used in the Lease shall be deemed to refer to the Transferee rather than to the Transferor.
5. Except as expressly provided therein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.
6. Notwithstanding the foregoing provision, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under the Lease, shall be deemed to have discharged pro tanto the Government's obligations under the lease. All payments and reimbursements made by the Government after the effective date of this Agreement in the name of or to the Transferor shall have the same force and effect as is made to said Transferee and shall constitute a complete discharge of the Government's obligations under the Lease to the extent of the amounts so paid or reimbursed.
7. Except as herein modified, the Lease shall remain in full force and effect:

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement effective September 29, 2016

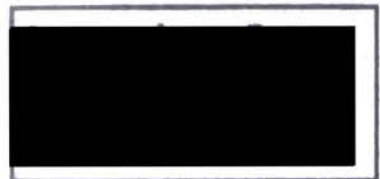
UNITED STATES OF AMERICA
General Services Administration,

INITIALS: CSA & CS & JH
Transferor Transferee Government

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BY :
General Services Administration
Contracting Officer



Payee's Name and Address:

Lake Harbor La Crosse LLC
PO Box 4767
Ketchikan ID 83340

Payee Telephone Number:

858.259.2025

Payee SSN or Employee ID #:



BY 
(Sig)

Casey Maccubbin, Manager
Printed Name and Title



Phone Number

BY 
(Sig)

CLAYTON SAMMIS



Please include instructions referencing
Who is to be contacted for daily management: