

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease is made and entered into this 1st day of December, 2016 (the "Second Amendment") by and among **CWS MARKETING GROUP**, agent for the Internal Revenue Service. ("Landlord") and **FOWLER LLC**, a Washington limited liability company ("Tenant").

WHEREAS, Landlord (or its predecessor) entered into a Lease, dated April 8, 2014 with Tenant ("Lease") to lease certain premises located at 2705 St. Andrews Loop, Pasco, Washington ("Premises") and amended by the First Amendment to Lease dated February 17, 2016; and

WHEREAS, the parties agree that the Tenant shall exercise its option to extend the lease term by one (1) year; and

WHEREAS, Rent shall be adjusted to new rates as agreed between Landlord and Tenant in the Second Amendment; and

WHEREAS, Tenant acknowledges that the CWS Marketing Group has taken control of the Premises as agent for the Internal Revenue Service as a result of a criminal investigation.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the benefits to each party resulting herefrom and for other valuable consideration, the receipt and sufficiency of which are irrevocably and unconditionally hereby acknowledged, the parties hereto, intending to be fully legally bound, agree as follows:

1. The Second Amendment shall be effective as of the date it is signed by both parties, (the "Second Amendment Effective Date").

2. The lease term is extended to midnight on February 28, 2018.

3. Rent for the extension period shall be:

02.16.2017 to 02.28.2018 \$2,071.72 per month

4. As a result of the Landlord's involvement, the following terms are added to the Lease Agreement:

a. The Internal Revenue Service or its Property Custodian, CWS Marketing Group, and its Agent, Eastside Commercial Properties, LLC, shall have the right to re-enter the property, with or without the consent of Tenant, at reasonable time to inspect and/or appraise the property, or for any other purpose consistent with the Lease Agreement.

b. Tenant shall maintain casualty and fire insurance equal to the full replacement cost of Tenant's furniture, fixtures and equipment, and shall maintain liability insurance for injuries occurring on or resulting from use of the property, or activities or conditions thereon. Additionally, Tenant shall arrange for a rider to all

above-mentioned policies naming the United States as a loss payee and additional insured for the life of the Lease Agreement. Tenant shall deliver proof of such insurance to Eastside Commercial Properties, LLC no later than the seventh calendar day following the execution of this Amendment.

5. All obligations of Tenant to be performed or complied with by Tenant through and including the date of this Second Amendment have been fully performed or complied with, and there exists no default or condition, state of facts, or event that, with the passing of time or the giving of notice, or both, would constitute a default by Tenant in the performance of its obligations under the Lease.

6. All of the terms, covenants and conditions of the Lease not modified herein, remain in full force and effect, and shall become a part of this Second Amendment.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Second Amendment to Lease as of the date first shown above.

Landlord: 

By: _____

Tenant: 

By: _____

