SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease is made and entered into this 14th day of March, 2017 (the “Second Amendment”) by and among CWS MARKETING GROUP, agent for the Internal Revenue Service. (“Landlord”) and SHANNON & WILSON, INC., a Washington corporation (“Tenant”).

WHEREAS, Landlord (or its predecessor) entered into a Lease, dated February 15, 2013 with Tenant (“Lease”) to lease certain premises located at 2705 St. Andrews Loop, Suite A and a portion of Suite E, Pasco, Washington (“Premises”) and amended by the First Amendment to Lease dated January 30, 2015; and

WHEREAS, the parties agree that the Tenant shall exercise its option to extend the lease term by two (2) years; 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, 2019.

3. Rent for the extension period shall be:

   02.15.2017 to 02.28.2018 $2,058.03 per month
   03.01.2018 to 02.28.2019 $2,109.48 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:  
Signed:  

Tenant:  
Signed:  

Print Name:  
Its:  

STATE OF Washington )
COUNTY OF Benton )

I certify that I know or have satisfactory evidence that Terry D. Blankenship is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this __ day of March ____, 2017.

Notary Public in and for the State of Washington, residing
at Benton County, My appointment expires: 2/3/18

STATE OF )
COUNTY OF )

I certify that I know or have satisfactory evidence that ___________________ is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of ______________, 2017.

Notary Public in and for the State of ____________________, residing
at ____________________, My appointment expires: ____________________
FIRST ADDENDUM TO
LEASE AGREEMENT

THIS FIRST ADDENDUM TO LEASE AGREEMENT is dated this 20th day of January, 2015, by and between CASTLEROCK HOLDINGS, LLC, a Washington limited liability company, and successor in interest to TRICITY INVESTORS LLC 2, a Washington limited liability company, doing business as “TRI-CITY INVESTOR II”, hereinafter referred to as “Landlord”, and SHANNON & WILSON, INC., a Washington corporation, hereinafter referred to as “Tenant”, and amends that certain Lease Agreement entered into on the 15th day of February, 2013, and

WHEREAS, Tenant desires to extend the Lease of that Premises known as 2705 Saint Andrews Loop, Suite A, and a portion of Suite E, Pasco, Franklin County, Washington, for an additional year, and

WHEREAS, Landlord is agreeable to extending the Lease with modifications as provided below:

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, it is agreed as follows:

Amendment to Lease Agreement

1. That Section 1, entitled “LEASE SUMMARY” shall be and hereby is amended and shall read as follows:

LEASE SUMMARY.

a. Leased Premises. The leased commercial real estate (the “Premises”) consisting of the real property legally described on attached Exhibit A, and all improvements thereon, and commonly described as 2705 Saint Andrews Loop, Suite A, consisting of approximately 1,321 square feet, together with a portion of Suite E consisting of approximately 400 square feet for a total of 1,721 square feet.

b. Extended Lease Commence Date. The term of this extended Lease shall be for a period of twelve (12) months, and shall commence on February 15, 2015 (“Commencement Date”).

c. Lease Termination Date. The term of this Lease shall terminate at midnight on February 14, 2016. However, during the term, Tenant shall have the right to terminate the Lease without cause upon ninety (90) days advance written notice.

d. Base Rent. The base rental amount shall be Two Thousand Seven Dollars and 83/100s ($2,007.83) per month. Rent shall be payable at the Landlord’s address as provided in Section 1(h.) below, or such other place designated in writing by the Landlord.
2. **All Remaining Terms & Conditions.** All remaining terms and conditions of the Lease Agreement not inconsistent herewith, shall remain in full force and effect. The terms of the Lease Summary as provided above, shall supersede and replace such portions as specifically addressed within the Lease to the company.

**IN WITNESS WHEREOF,** the parties have executed this First Addendum to Lease Agreement on the day and year first written above.

**LANDLORD:**

CASTLEROCK HOLDINGS, LLC,
a Washington limited liability company

By: ____________________________

**TENANT:**

SHANNON & WILSON, INC.,
a Washington corporation

By:

(Signature)

By:

(Printed Name & Title)
STATE OF WASHINGTON  

County of Franklin  

On the 30th day of January, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SCOTT JOHNSON to me known to be the Manager (Authorized Agent) of CASTLEROCK HOLDINGS, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

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

[Signature]

Notary Public in and for the State of Washington, 
residing at Wapato, WA
My commission expires on:

STATE OF WASHINGTON  

County of  

On the day of , 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the (Authorized Agent) of SHANNON & WILSON, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

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

[Signature]

Notary Public in and for the State of Washington, 
residing at 
My commission expires on:

First Addendum to Lease Agreement - 3
ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is made on __________ (Date),

between TRICITY INVESTORS LLC 2 ("Assignor") and

("Assignee")

who are parties to a purchase and sale agreement for real property or a business opportunity commonly known as

2705 St. Andrews LP

(three "Property") dated

March 10th 2014

(the "Purchase Agreement").

1. **Assigned Property**. Pursuant to the terms of the Purchase Agreement, Assignor grants, assigns, sells, transfers, sets over and delivers to Assignee all of Assignor's right, title and interest in and to the following personal property (collectively the "Assigned Property") and Assignee accepts such assignment.

   A. **Leases**. Each of the leases of real or personal property identified in Exhibit A to this Assignment.

   B. **Contracts**. All contracts or agreements of any nature, including without limitation design contracts, construction contracts, purchase orders, utility contracts, water and sewer service contracts, maintenance contracts, warranties, and sale reports identified in Exhibit B to this Assignment; and

   C. **Intangible Property**. All intangible property now or hereafter existing with respect to the Property (including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Assignor's obligations; any name of or telephone numbers for the Property; any related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received) identified in Exhibit C to this Assignment.

2. **Assumption**. Assignee assumes all of the obligations imposed on the Assignor by the Assigned Property that accrue or arise on or after the Effective Date of this Agreement.

3. **Indemnification**. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, occurring by reason of Assignor's breach of any provisions of the leases identified in Exhibit A or contracts or agreements identified in Exhibit B that occurred prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, occurring by reason of Assignee's breach of any provisions of the leased real or personal property identified in Exhibit A or contracts or agreements identified in Exhibit B that occur on or after the Effective Date.

4. **Effective Date**. The term "Effective Date" as used in this Assignment means: a) in the event the Property consists of real property, the date that the deed conveying title to the Property from Assignor to Assignee is recorded in the official records of the County recorder's office or, b) in the event the Property consists only of a business opportunity, the date on which ownership of the business is legally transferred from Assignor to Assignee.

INITIALS: ASSIGNOR ___________________ DATE ________________ ASSIGNOR ___________________ DATE ________________

ASSIGNEE ___________________ DATE ________________ ASSIGNEE ___________________ DATE ________________

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ASSIGNMENT AND ASSUMPTION AGREEMENT
(continued)

5. **Further Assurances.** Assignor and Assignee shall, on the written request of the other party, execute, acknowledge and deliver further documents and assurances and perform further acts that the other party reasonably requests in order to perform all of the obligations of this Assignment.

6. **Counterparts.** This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

7. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment, their successors, in interest and assigns.

8. **Governing Law.** This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Washington, and venue of any suit shall be in the county in which the Property is located.

9. **Attorneys' Fees.** If Assignor or Assignee fails to enforce this Assignment or obtains a declaration of either of their rights under this Assignment, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorney fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal). In the event of trial, the amount of the attorney fees shall be as fixed by the court.

ASSIGNOR

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ASSIGNMENT AND ASSUMPTION AGREEMENT
(continued)

5. Further Assurances. Assignor and Assignee shall, on the written request of the other party, execute, acknowledge and deliver further documents and assurances and perform further acts that the other party reasonably requests in order to perform all of the obligations of this Assignment.

6. Countersignatures. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment, their successors in interest and assigns.

8. Governing Law. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Washington, and venue of any suit shall be in the county in which the Property is located.

9. Attorneys' Fees. If Assignor or Assignee seeks to enforce this Assignment or obtain a declaration of either of their rights under this Assignment, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorney fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal). In the event of trial, the amount of the attorney fees shall be as fixed by the court.

ASSIGNOR

ASSIGNEE

By: ____________________________  By: ____________________________
Authorized Signature/Title

Authorized Signature/Title
TENANT ESTOPPEL CERTIFICATE

This Tenant Estoppel Certificate is given by [Tenant Name] ("Tenant"), who leases space from [Landlord Name] ("Landlord") pursuant to the Lease Agreement dated February 15, 2013, (the "Lease"). Tenant hereby certifies as follows:

1. Premises Leased. The Premises that Tenant leases consists of [X] square feet of space (the "Premises") in the property known as [Building Name], Suite [Suite Number], [Street Address], [City], [State] (the "Property"). Tenant occupies no other space in the Property other than the Premises.

2. Lease Term. The term of the Lease began on [Concern Date] and will end on [Concern Date]. Tenant has leased the Premises, is in occupancy, and is paying rent under the Lease. Tenant has [X] options to extend the Lease, and each extension is for [Concern] years. Tenant does not have the option to lease other space at the Property, and Tenant does not have a preferential right to purchase all or any part of the Premises or the Property.

3. Rent. Tenant is currently paying base rent under the Lease in the amount of $[X] per month. Tenant has paid the rent described above through the month of [Month]. Tenant has paid the estimated triple net expenses described above through the most recent billing period for such charges. Tenant is not entitled to any credits, concessions, bonuses, free rental periods, rebates, or other matters affecting the rent payable by Tenant under the Lease, and Tenant has not paid rent more than one (1) month in advance.

4. Security Deposit. A security deposit in the amount of $[X] has been paid to Landlord under the Lease, and Tenant has not given Landlord any other security or similar deposit.

5. Assignment/Sublease. Tenant has not assigned the Lease or sublet any portion of the Premises, and no person or entity other than Tenant is in possession of any portion of the Premises.

6. Parking. Tenant is entitled to [X] parking spaces. All of Tenant's parking spaces are [X] assigned [X] unassigned, and Tenant may use the spaces at no additional charge for $[X] per month per space.

7. Landlord's Obligations. All of the currently existing obligations of Landlord under the Lease have been duly performed and completed. All improvements or repairs required under the terms of the Lease to be made by Landlord have been satisfactorily completed. All allowances and other payments due to Tenant by Landlord under the terms of the Lease have been paid in full. Tenant certifies that it has no offsets, claims, counterclaims or defenses against the enforcement of the Lease by Landlord, and no events have occurred that could give rise to an offset, claim, counterclaim, or defense against enforcement of the Lease by Landlord.


9. Copy of Lease Modifications. Tenant certifies that the Lease attached to this Estoppel Certificate as Exhibit A is a true and correct copy of the Lease including all riders, addenda, modifications, or amendments. Tenant further certifies that the Lease is in full force and effect and represents the entire agreement between Tenant and Landlord for the Premises. Finally, Tenant certifies that the Lease has not been modified or amended either orally or in writing, except as indicated in the Lease attached as Exhibit A.
10. Expiration. Tenant acknowledges that the information contained in this Estoppel Certificate is accurate, except as follows:


11. Tenant Acknowledgements. Tenant acknowledges that: (a) a potential buyer and its lender will rely on the statements of Tenant in making the decision to purchase the Property from Landlord or to finance buyer’s purchase of the Property, (b) this certificate shall inure to the benefit of the actual buyer and its lender and their respective successors and assigns, and (c) Landlord may assign its interest in the Lease to the actual buyer and Tenant agrees, upon receipt of notice of such assignment from Landlord and the buyer, to allow to the buyer and to perform all of Tenant’s obligations under the Lease, including, without limitation, the payment of rent, directly to the buyer as Landlord, from and after the date of such notice.

12. Statutory Authority. The person signing this certificate on behalf of Tenant warrants that it is duly authorized to execute and deliver this certificate for and on behalf of Tenant.

Tenant: Shannon Wilson, Inc.

By:

Date: 4-8-14