

BUY-SELL AGREEMENT  
OF  
MacDONALD HOAGUE & BAYLESS, P.S.

This Agreement made as of this 20<sup>th</sup> day of December, 2012, by and among the undersigned (hereinafter individually referred to as Stockholder-Director and collectively referred to as "Stockholders") and MacDonald Hoague & Bayless, P.S., a Washington public service corporation (hereinafter referred to as "Corporation").

WHEREAS, the Stockholders are the owners of all of the outstanding capital stock of the Corporation; and

WHEREAS, the Stockholders recognize that there is a need to provide for the purchase by the remaining Stockholders of stock owned by a Stockholder who withdraws from the Corporation for any reason, including but not limited to death, retirement, total disability, or voluntary or involuntary termination (hereinafter referred to as "withdrawal").

NOW THEREFORE, in consideration of the mutual promises contained herein, \$10 and other good and valuable consideration, the Stockholders in the Corporation hereby agree as follows:

1. None of the stock of the Corporation, including shares presently outstanding and all shares of any class which may hereinafter be issued by the Corporation, shall pass hereafter, or be conveyed or encumbered in any manner whatsoever without all of the provisions of the Agreement having been satisfied in full.
2. Upon the withdrawal of a Stockholder the Corporation shall purchase, and the deceased's personal representative or disabled, retired or terminated Stockholder shall

sell, all of the stock in the Corporation now owned or hereafter acquired by the said Stockholder.

3. As and for a purchase price for the stock, the Corporation shall pay a Stockholder who withdraws from the firm the sum of \$35,000.00 as consideration for the purchase of the stock. As of June 18, 2007, all attorneys who become Stockholders shall pay the sum of \$35,000.00 to the Corporation as consideration for the purchase of stock. The Corporation may finance this payment upon reasonable terms. If the Corporation finances this payment on behalf of a Shareholder, and the Shareholder withdraws before his or her purchase has been paid in full, the Shareholder shall receive only the sum that he or she has actually paid. Each Stockholder shall have the same number of shares.

4. The payment, as provided under Paragraph 3, above, shall be paid by the Corporation to the Stockholder or his/her personal representatives within thirty (30) days of the withdrawing Stockholder's termination date.

5. A Stockholder who withdraws from the firm shall not be paid or entitled to any other compensation, salary continuation, settlement, cash-out, or share of profits following his/her withdrawal.

6. As used herein, total disability shall be deemed to exist if, as and when a Stockholder has been prevented from carrying out his or her normal employment with the Corporation for 180 days by reason of health. The date of total disability shall be conclusively deemed to be the first regular day of business following the expiration of said 180 day period.

7. Any disputes arising hereunder shall be settled pursuant to the rules and under the auspices of the American Arbitration Association, expedited procedures.


8. No individual shall become a Stockholder of the Corporation without, simultaneously therewith, executing this Buy-Sell Agreement as a condition to the receipt of his/her shares in the Corporation.


9. These Agreements shall be binding upon and inure to the benefit of the individuals executing this document, all subsequent Stockholders executing this document and their respective heirs, successors and assigns.


10. These Agreements may be executed in counterparts and in the event so executed, all such executed counterparts shall be and be deemed to be a single Buy-Sell Agreement.


11. This Agreement shall not be modified, except in writing, signed by at least 3/4 of the Stockholders then subject to its provisions.

12. This Agreement constitutes a written modification which supercedes all prior Buy-Sell Agreements of MacDonald, Hoague & Bayless, P.S.


  
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Andrea Brenneke

  
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Melton L. Crawford

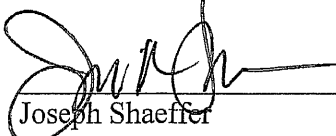
  
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Timothy K. Ford


  
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Miguel Bocanegra

  
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Felicia L. Gittleman

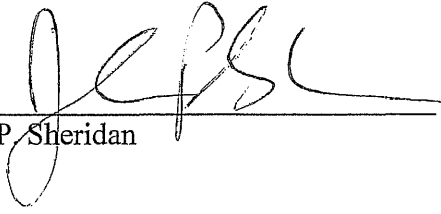
  
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Ester Greenfield

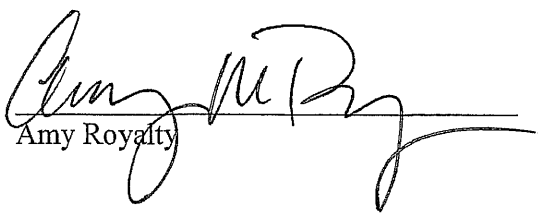
  
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Jesse Wing

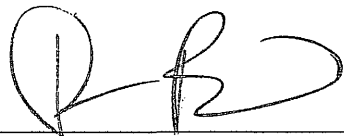
  
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Joseph Shaeffer

  
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Andrew Chan

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Katherine Chamberlain

  
John P. Sheridan

  
Amy Royalty

  
President, MacDonal Hoague & Bayless

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