



October 18, 2018

[REDACTED]n [REDACTED]etics Corp.,
[REDACTED]n: [REDACTED]g [REDACTED]all [REDACTED]nt
[REDACTED]le [REDACTED]d., Suite 1075,
Corvallis, Oregon 97330

RE: Letter Of Engagement

Dear Mr. Croxall,

This letter agreement/engagement confirms our agreement that [REDACTED]n [REDACTED]etics Corp., a Delaware corporation with offices located at [REDACTED] [REDACTED]le Blvd., Suite 1075, Corvallis, Oregon 97330 ("Crown" or the "Company"). its surviving and common interest entities, affiliates, and subsidiaries, (the "Company") has engaged [REDACTED]er [REDACTED]e LLC (SC) (together with its affiliates and subsidiaries, "Spencer Clarke" or the "Placement Agent") to act as the Company's "Exclusive" Placement Agent in connection with any Capital/Debt Raise ("Financings").

Upon acceptance, (indicated by your signature below), this letter agreement (the "Agreement") will confirm the terms of the engagement between the Placement Agent and the Company.

1. Appointment.

(a) Subject to the terms and conditions of this Agreement, the Company hereby retains the Placement Agent, and the Placement Agent hereby agrees to act, as the Company's exclusive Placement Agent in connection with any Offering or financing during the engagement period or as defined in this agreement. As Placement Agent, Spencer Clarke will advise and assist the Company in identifying and assisting the Company in issuing the securities to one or more accredited Investors or institutions ("Investors") in the Offering. The Company acknowledges and agrees that the Placement Agent is only required to use its "commercially reasonable best efforts" in connection with the Offering and that this Agreement does not constitute a commitment by the Placement Agent to purchase any securities or introduce the Company to Investors. The Company retains the right to determine all of the terms and conditions of the Offering and to accept or reject any proposals submitted to it by the Placement Agent in its sole and absolute discretion.

(b) During the Term (as defined in Section 4) of this Agreement, neither the Company nor any of its subsidiaries will, directly or indirectly, solicit or otherwise encourage the submission of any proposal or offer ("Investment Proposal") from any person or entity relating to any issuance of the Company's or any of its subsidiaries' equity or debt securities or participate in any discussions regarding an Investment Proposal. Further, the Company, during the engagement term, will promptly inform Spencer Clarke of any unsolicited Investment Proposals or communications received by the Company or its Representatives. Should any such active or future Investment Proposals be received during the Term, the Placement Agent will act as the Company's exclusive Placement Agent in connection with such Investment Proposals.