

**SUBLEASE AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
HEALTH CARE AUTHORITY
AND
[TBD]**

This SUBLEASE, made and entered into by and between STATE OF WASHINGTON, Health Care Authority, whose interest in subject property is that of Lessee, whose address is 626 8th Avenue SE Olympic, Washington 98504-2730 for its successors, and assigns, hereinafter called the Sublessor HCA, and the [SUBLESSEE NAME], [Sublessee Address] hereinafter called the Sublessee. Sublessor HCA, entered into a lease with the Washington State Department of Social and Health Services (DSHS), whose address is [LESSOR ADDRESS], as Lessor, dated [Date of Master Lease], to which lease reference is hereby made as if the same were herein set forth at length, which lease is hereinafter referred to as the Master Lease. The parties covenant and agree as follows:

WHEREAS, the Health Care Authority is granted authority to sublease property under RCW 71.24.035(13)(e);

WHEREAS, the Legislature has directed the Health Care Authority to contract for community behavioral health services to be provided at the Olympic heritage behavioral health facility, in accordance with ESSB 5167, Sec. 214(60) (2025);

WHEREAS, the Sublessor and Sublessee deem it to be in the best public interest to enter into this Sublease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Premises.** The Sublessor hereby leases to the Sublessee the following described Leased Premises:

Common Street Address: 12844 Military Rd S
Tukwila, WA 98168

Tax Parcel Number: 1623049001

Sublessee will utilize approximately 16,059 square feet of medical space for exclusive use in the wards commonly known as 2 North and 3 North of the North Building ("Building"), as shown in Exhibit B, Floor Plan of leased Premises, on the Olympic Heritage Behavioral Health Campus ("Campus"). Along with 18 common on-site parking stalls as shown in Exhibit A, Parking Areas/Ingress & Egress.

The property of the leased Premises is legally described as follows:

PARCEL "B" CITY OF TUKWILA BOUNDARY LINE ADJUSTMENT NO L02-023
RECORDING NO 20020823900012 CORRECTED BY AFFIDAVIT OF CORRECTION

UNDER RECORDING NO 20041203000131 BEING A PORTION OF N HALF NE QTR STR 16-23-04.

No other property on the Premises shall be used for any purpose by the Sublessee.

2. **Term.** The lease shall begin [TBD] and terminate on [TBD] unless terminated sooner as provided herein.
3. **No Warranty of Quiet Enjoyment.** HCA makes no warranty of quiet enjoyment of the Premises.
4. **Condition of Premises.**
 - 4.1. Sublessee has had an opportunity to inspect Premises and enters into this Agreement solely in reliance on Sublessee's own examination and not by reason of any representation by Sublessor HCA. Premises are accepted in their present condition "AS IS WHERE IS".
 - 4.2. HCA has no obligation to make any repairs, additions, or improvements to the Premises, and expressly disclaims any warranty that the Premises are suitable for such use, except as stated in Section 17.2.
5. **Permitted Use.** Sublessee shall only use the Premises for the purposes of operating [SHORT-TERM RESIDENTIAL SERVICES] -and/or- [INPATIENT SERVICES] for up to [NUMBER OF BEDS].
6. **Parking and Road Access.**
 - 6.1. Sublessee shall coordinate parking space needs with the HCA Sublease Manager and may park in the area outlined in Exhibit B.
 - 6.2. Sublessee shall **not** designate parking areas exclusively for Sublessee's use, unless the designation is approved by the Sublessor HCA's Sublease Manager.
7. **Sublessee Obligations.**
 - 7.1. Sublessee shall comply with all Campus patient safety rules, regulations, and procedures, as shown in the Obligations of Sublessee on Campus, Exhibit C, at all times while on the Premises. Sublessee acknowledges receipt, review of, and distribution to all necessary staff of these rules, regulations, and procedures from Sublessor HCA.
 - 7.2. Sublessee shall obtain signed Non-Disclosure Agreements, as shown in Exhibit E, from each member of Sublessee's staff and subcontractors, prior to their working on the Premises. Sublessee shall provide the signed Non-Disclosure Agreements to the Sublessor HCA Sublease Manager.
 - 7.3. Sublessee shall use due diligence, exercise reasonable care, and remain aware of its surroundings when entering, exiting, and while within the Premises with respect to Campus residents, staff, and property.

- 7.4. Sublessee shall comply with all City, County and State requirements include, but not be limited to operating plan approval and permits for constructing improvements.
- 7.5. Sublessee shall fulfill any other obligations communicated to Sublessee by Sublessor HCA as necessary for Sublessor HCA to meet its obligations under its Master Lease Agreement, as it may be amended, with the Washington State Department of Social and Health Services.

8. Expenses

- 8.1. The Sublessor shall furnish, as part of the rental consideration, the following: water, sewer, storm water, garbage collection, maintenance as described below, together with all utilities and services as normally required in the operation of an medical building and including, but not limited to adequate heat, light, electricity, air-conditioning, elevator service, restroom facilities, and janitor service--janitor service to include window washing, restroom supplies, light bulbs, etc. -- and such other items as set forth in Exhibit F attached to Master Lease and incorporated herein by reference.

9. Master Lease

- 9.1. This Sublease is subject and subordinate to the Master Lease. Except as may be inconsistent with the terms hereof, all the terms, covenants and conditions contained in the Master Lease shall be applicable to this Sublease with the same force and effect as if Sublessor were the Lessor under the Master Lease and Sublessee were the Lessee thereunder; and in case of any breach hereof by Sublessee, Sublessor shall have all the rights against Sublessee as would be available to the Lessor against the Lessee under the Master Lease if such breach were by the Lessee thereunder. If the Master Lease terminates prior to the end of the Sublease term, the Sublease shall, if approved by the Master Lessor, continue to the end of the term of the Sublease, provided that if the Master Lease terminates the Sublessee shall attorn to the Master Lessor, who shall otherwise substitute for the Sublessor.

10. Limitation

- 10.1. Notwithstanding anything to the contrary contained herein, the only services or rights to which Sublessee is entitled hereunder are those to which Sublessor HCA is entitled under the Master Lease, and Sublessee agrees that for all such services and rights Sublessee will look only to Sublessor HCA for fulfillment.

11. Condition at End of Lease.

- 11.1. Upon vacating the Premises on the termination date, Sublessee shall:
 - 11.1.1. Leave the Premises and all improvements in a state of repair and cleanliness as required under this Agreement **[MORE TO COME]**.
 - 11.1.2. Participate in a walk-through with Sublessor HCA prior to Sublessee's

departure from the Premises, to verify the condition of the Premises. Sublessee shall sign a new Facility Condition Assessment, documenting the condition of the Premises at the end of the Agreement as shown in Exhibit D.

11.1.3. Peaceably surrender the same to Sublessor HCA.

11.2. Sublessee shall surrender all rights to leasehold improvements upon termination of the Agreement.

12. Financial Obligations.

12.1. Rent and Leasehold Excise Tax.

12.1.1. Sublessee shall pay Sublessor HCA rent and leasehold excise tax (as required by Chapter 82.29A RCW) in the amount of \$632,338.44 annually, payable in monthly installments of \$52,694.87:

Rent:	\$560,385.00
<u>Leasehold Excise Tax:</u>	<u>\$71,953.44</u>
Annual Total:	<u>\$632,338.44</u>
 <u>Monthly Payment:</u>	 <u>\$52,694.87</u>

The current Leasehold Excise Tax rate is 12.84% (**if Tax is required, verify rate with Department of Revenue**) of the rent amount. Lessee shall be responsible for any adjustments to the Leasehold Excise Tax amount required by the Department of Revenue.

12.2. Rent payments shall be due on the first of each month.

12.3. Renewal/Adjustment of Rent

10.2.1. Renewal of Sublease will be based the renewal of the Sublessor's lease.

10.2.2 Rental rate shall be adjusted upon renewal in accordance with any adjustments to Sublessor HCA's renewal rate.

12.4. Overdue Rent.

12.4.1. Sublessee's failure to pay rent within 30 days after the due date shall be a default of the Sublease, and Sublessor HCA may then pursue remedies as provided in Section 33, Remedies for Default. Rent payments received after 30 days following the due date shall include the late penalty and interest charges.

12.4.2. Sublessee shall pay Sublessor HCA a late charge of six percent (6%) of the amount of any rent payment received by HCA more than 30 days after the due date.

12.4.3. Sublessee shall pay Sublessor HCA interest at the rate of one percent

(1%) per month, beginning on the date such rent is due and until the rent is paid, for any rent payment received by Sublessor HCA more than 30 days after the due date.

13. **Termination for Convenience.** Either party may terminate this Agreement for any reason by providing ninety (90) calendar days written notice to the opposing party.

14. **Billing and Payment.**

Sublessor HCA shall submit invoices for payment to Sublessee monthly. Payments shall be considered timely if received by Sublessor HCA within thirty (30) days from the billing date. Payments shall be sent to Sublessor HCA at the address listed below:

[TBD]

15. **Lease Management.** The Sublease Manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement. Each party may amend the contact person by giving written notice to the other party.

The Sublease Manager for the Sublessee is:

[TBD]

The Sublease Manager for Sublessor HCA is:

[TBD]

16. **Security.**

- 16.1. Sublessor HCA shall not provide security services to Sublessee.

Sublessee shall develop safety and secure route to transport Sublessee's clients to and from [TBD].

- 16.2. Sublessee staff shall be aware of its surroundings when entering, exiting and within the Premises, to help ensure the safety and well-being of all OHBH Campus residents and employees.

- 16.3. Sublessee acknowledges that it has received, reviewed and distributed to all necessary employees the Campus resident safety rules, regulations and procedures as outlined in Exhibit XX and shall adhere to them at all times while near or within the Premises.

17. **Responsibilities and Expenses**

- 17.1. The Sublessee shall maintain the premises in good repair and tenantable condition during the continuance of this Sublease, except in case of damage arising from the negligence of the Sublessee's agents or employees. For the purposes of maintaining and repairing the premises, the Sublessor reserves the right at reasonable times upon reasonable notice to enter and inspect the premises and to make any necessary repairs to the building.

- 17.2. Sublessor's obligations and sublease rate include provision of the following:
 - 17.2.1. Real estate taxes;
 - 17.2.2. Exterior window washing;
 - 17.2.3. All utilities (natural gas, electricity, electricity, water, sewer garbage collection, recycling, light bulb replacement);
 - 17.2.4. All maintenance and repair including fire alarm systems and elevator system maintenance and certification;
 - 17.2.5. Access system management – RFID card access management;
 - 17.2.6. Fire and EMS services provided by Puget Sound Regional Authority;
 - 17.2.7. Hazardous biowaste disposal.
- 17.3. Sublessee responsibilities and expenses not included in sublease rate:
 - 17.3.1. Cost of badges and keys to be reimbursed by tenant to owner
 - 17.3.2. Restroom supplies
 - 17.3.3. Commissary services
 - 17.3.4. IT services and new WAN circuit installation
 - 17.3.5. Program liability insurance
 - 17.3.6. Repair of damages to facility by tenant's clients or staff
 - 17.3.7. Business support services
 - 17.3.8. DOH Certifications or licenses
 - 17.3.9. Internal tenant emergency services
 - 17.3.10. Policing services provided by City of Tukwila
 - 17.3.11. Food service [Can be negotiated with MOU, separate from the sublease costs]
 - 17.3.12. Laundry service [Can be negotiated with MOU, separate from the sublease costs]

18. Damage and Destruction.

- 18.1. If the Premises are damaged by fire, casualty, or structural defects not due to the negligent acts or fault of Sublessee, which prevents Sublessee from using the

Premises for its contracted purposes, then Sublessee shall have 90 days following such damage to notify HCA in writing and terminate the Agreement. The termination shall be effective on the date of receipt by HCA of the written notification.

- 18.2. If the Premises are damaged by fire or other casualty resulting from any act or negligence of Sublessee or any of Sublessee's agents, then:

18.2.1. Consideration shall not be diminished or abated while such damages are under repair; and,

18.2.2. Sublessee shall be responsible for all costs of repair.

19. Access and Compliance.

19.1. HCA and DSHS shall have access to the Premises at all reasonable times.

19.2. In the event of an emergency threatening immediate client or public health and safety, HCA shall have right of immediate access to the Premises and shall notify the Sublessee as soon as possible of the circumstances necessitating such emergency entry.

19.3. Failure to inspect or enforce compliance shall not be construed as a waiver of Sublessor HCA's right to declare a breach, nor relieve Sublessee of any liability to Sublessor HCA for any breach of the terms, conditions, or requirements of this Agreement.

20. Insurance.

The Sublessee shall at all times comply with the following insurance requirements.

20.1. General Liability Insurance

The Sublessee shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$2,000,000; General Aggregate - \$4,000,000. The policy shall include liability arising out of the parties' performance under this Agreement, including but not limited to premises, operations, independent Sub sublessees, products-completed operations, personal injury, advertising injury, and liability assumed under an insured Agreement. The State of Washington, Sublessor Health Care Authority, its elected and appointed officials, agents, and employees of the state, shall be named as additional insured.

20.2. Worker's Compensation

The Sublessee shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and Sublessor HCA shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Sublessee or its employees under such laws and regulations.

20.3. Employees and Volunteers

Insurance required of the Sublessee under the Agreement shall include coverage for the acts and omissions of the Sublessee's employees and volunteers. In addition, the Sublessee shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

20.4. Subcontractors

During the sublease term, the Sublessee shall ensure that all contractors and subcontractors have and maintain insurance with the same types and limits of coverage as required of the Sublessee under the Sublease.

20.5. Subsublessees

The Sublessee shall ensure that any Subsublessees have and maintain insurance with the same types and limits of coverage as required of the Sublessee under the Sublease.

20.6. Separation of Insured's

All insurance policies shall include coverage for cross liability and contain a "Separation of Insured's" provision.

20.7. Insurers

The Sublessee shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

20.8. Evidence of Coverage

The Sublessee shall, upon request by Sublessor HCA, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Sublessee under this Agreement. The Certificate of Insurance shall identify the Washington State Health Care Authority as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement, shall execute each Certificate of Insurance.

The Sublessee shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each Sublessee as evidence that each Sublessee maintains insurance as required by the Agreement.

20.9. Material Changes

The insurer shall give the Sublessor HCA Sublease Manager 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give Sublessor HCA 10 days advance

written notice of cancellation.

20.10. General

By requiring insurance, the State of Washington and Sublessor HCA do not represent that the coverage and limits specified will be adequate to protect the Sublessee. Such coverage and limits shall not be construed to relieve the Sublessee from liability in excess of the required coverage and limits and shall not limit the Sublessee's liability under the indemnities and reimbursements granted to Washington State and Sublessor HCA in this Agreement. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

20.11. Waiver

The Sublessee waives all rights, claims and causes of action against the State of Washington and Sublessor HCA for the recovery of damages to the extent said damages are covered by insurance maintained by Sublessee.

21. Indemnity / Hold Harmless.

21.1. Sublessee shall indemnify and hold Sublessor HCA harmless from any claims, loss, liability, damages, or fines arising out of or relating to Sublessee's, or any Subcontractor's, performance or failure to perform this Agreement or any acts or omissions.

21.2. Sublessee shall indemnify and hold Sublessor HCA harmless from any and all claims of liability, loss, or damage arising out of or incidental to use or possession of the Premises, including but not limited to: claims for property damage, personal injury, or death.

22. Hazardous, Toxic, or Harmful Substances. Sublessee shall not keep on or about the Premises, any substances designated as or containing components designated as hazardous, toxic, dangerous, or harmful, or are subject to regulation by law.

23. Smoking. Smoking is only allowed in designated areas of the OHBH Campus.

24. Drugs, Alcohol, or Firearms. No drugs, alcohol, or firearms are allowed at any time on the Premises.

25. Assignment. Sublessee shall not sublease or sublet the Premises.

26. Authorized Improvements and Alterations.

26.1. Improvements and alterations may be constructed on the Premises only upon prior written consent by Sublessor HCA. All improvements made on or to the Premises without the consent of Sublessor HCA shall immediately become the property of the Sublessor, or at HCA's option, may be required to be removed by the Sublessee, at Sublessee's sole cost.

- 26.2. Improvements upon the Premises constructed by the Sublessee shall be the property of the Sublessee during the term of this Agreement, including without limitation all additions, alterations, and improvements to or replacement of the Premises and installed fixtures.
- 26.3. At the expiration or earlier termination of this Agreement, all improvements, additions, alterations, and improvements to or replacement of the Premises shall become the property of the Sublessor HCA, unless HCA and Sublessee mutually agree upon their removal per Section 27 below.

27. Tenant Improvements/Plan Approval.

- 27.1. Sublessee shall meet with the Sublessor HCA Lease Manager prior to submitting plans for any contemplated improvements to the Premises.
- 27.2. Sublessee shall submit the plans or specifications for the construction of the authorized improvements, and any changes thereto, in writing to the Sublessor HCA Sublease Manager for approval.

The written request shall include:

- 27.2.1. A Plan of Operation, including a construction schedule;
- 27.2.2. A diagram indicating location of improvements and location of any utility changes, and;
- 27.2.3. Dimensions and square footage of improvements.
- 27.3. Sublessor HCA will review the written request and respond with a decision in writing within 30 days. After 30 days, non-action by Sublessor HCA will signify approval. Sublessor HCA's approval shall be contingent upon acceptance of the plans by the applicable state and local regulatory authorities.
- 27.4. Tenant improvements made under this Section shall not be removed by Sublessee upon expiration or termination of the Sublease unless requested by Sublessor HCA and mutually agreed upon by Sublessor HCA and Sublessee at the time the tenant improvement is submitted for review and approval. Tenant improvements that are identified in this way by mutual agreement will be removed at the sole cost of the Sublessee upon termination of the Sublease.

28. Compliance with Laws and Regulations. Sublessee shall cause all work and business conducted on the Premises to be performed in accordance with all applicable laws, directions, and regulations of all governmental agencies having jurisdiction. Sublessee shall, at its sole cost and expense, correct any failure or compliance created through its fault or by reason of its use.

29. Liens. Sublessee shall not suffer or permit any lien to be filed against Sublessor HCA's interest in the Premises, including improvements, due to work, labor, services provided, or materials supplied to, by, or through Sublessee. If any such lien is filed, Sublessee shall cause the lien to be discharged of record within 30 days after the date of filing or creation of the lien, unless other arrangements are authorized in writing by Sublessor

HCA in advance.

- 30. Order of Precedence.** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

30.1. Applicable Washington state and federal statutes and rules.

30.2. This Agreement.

30.3. Any other provision of this Agreement, including Exhibits and other materials incorporated by reference.

- 31. Governing Law and Venue.** This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington. Venue shall be in Thurston County.

- 32. Ordinary Meaning.** The terms of this Agreement shall be given their ordinary meaning and shall not be presumed construed in favor of or against either party.

- 33. Remedies for Default.**

33.1. If Sublessee breaches or defaults on any undertaking, promise, or performance required in this Agreement, Sublessor HCA may terminate this Sublease after the Sublessee has been given 30 days' notice of the breach or default, and the breach of default has not been corrected within 30 days.

33.2. Upon such termination as referenced in Section 33.1, Sublessee shall be responsible for returning the property to the condition it was in prior to the execution date of this Agreement, other than:

33.2.1. Needed repairs authorized under Section 17, Responsibilities and Expenses, and;

33.2.2. Improvements authorized under Section 26, Authorized Improvements and Alterations.

33.3. Sublessor HCA may seek damages for any and all violations or defaults with or without terminating this lease. If Sublessor HCA determines the breach or default constitutes a threat to safety, life, or property, Sublessor HCA may elect to intervene immediately, without notice, to remedy the breach or default by requiring the Sublessee to:

33.3.1. Act immediately to remedy the breach or default at Sublessee's expense, or;

33.3.2. Require Sublessee to reimburse Sublessor HCA for all costs incurred in remedying the breach or default upon demand, including interest from the date of expenditure.

- 34. Disputes.**

34.1. The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

34.1.1. The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

34.1.2. A party's request for a dispute resolution must:

34.1.2.1. Be in writing;

34.1.2.2. Include a written description of the dispute;

34.1.2.3. State the relative positions of the parties and the remedy sought; and

34.1.2.4. State the Contract Number and the names and contact information for the parties.

34.1.2.5. This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

35. Nonwaiver.

35.1. Waiver by Sublessor HCA of strict performance of any provision of this Agreement shall not be a waiver of nor prejudice Sublessor HCA's right to require strict performance of the same provision in the future, or of any other provision.

35.2. The acceptance of performance, rent, or any other sum owing, by Sublessor HCA following a breach by Sublessee of any provision of this Agreement shall not constitute a waiver of any right of Sublessor HCA with respect to such breach. Sublessor HCA shall be deemed to have waived any right only if Sublessor HCA shall do so in writing.

36. Severability. If any provision of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms and conditions of this Agreement.

37. Maintenance of Records.

37.1. Sublessor HCA and Sublessee shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s). These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law.

37.2. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

38. Amendment. This Agreement may only be modified by a written amendment signed by both parties. Only staff authorized to bind each of the parties may sign an amendment.

39. Condemnation.

39.1. If all of the Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the term of this Agreement, this Agreement terminates as of the date the condemner takes possession.

39.2. If part of the Premises are so taken, either party may terminate the Agreement by providing 30 days written notice to the other party. All damages awarded for the taking or damaging of all or any part of the Premises shall belong to and become the property of Sublessor HCA.

40. Survivability. The terms and conditions contained in this Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to:

40.1. Condition at End of Lease

40.2. Billing and Payment

40.3. Indemnity and Hold Harmless

40.4. Order of Precedence

40.5. Governing Law and Venue

40.6. Ordinary Meaning

40.7. Remedies for Default

40.8. Disputes

40.9. Condemnation

- 41. Entire Agreement.** This written Agreement or its successor or replacement contains the entire agreement of the parties, and no other agreement, statement, or promise made by any party shall be binding or valid.

Exhibit A: Floor Plan of Leased Premises

Exhibit B: Parking Areas/Ingress & Egress

Exhibit C: Obligations of Sublessee on Campus

Exhibit D: Facility Condition Assessment

Exhibit E: Non-Disclosure Agreement

Exhibit F: Master Lease

Exhibit G: Janitorial/Food Services/Laundry, etc. [OPTIONAL]

(NAME OF SUBLESSEE):

Sublessor Health Care Authority:

Signature

Signature

Print Name

Print Name

Title

Title

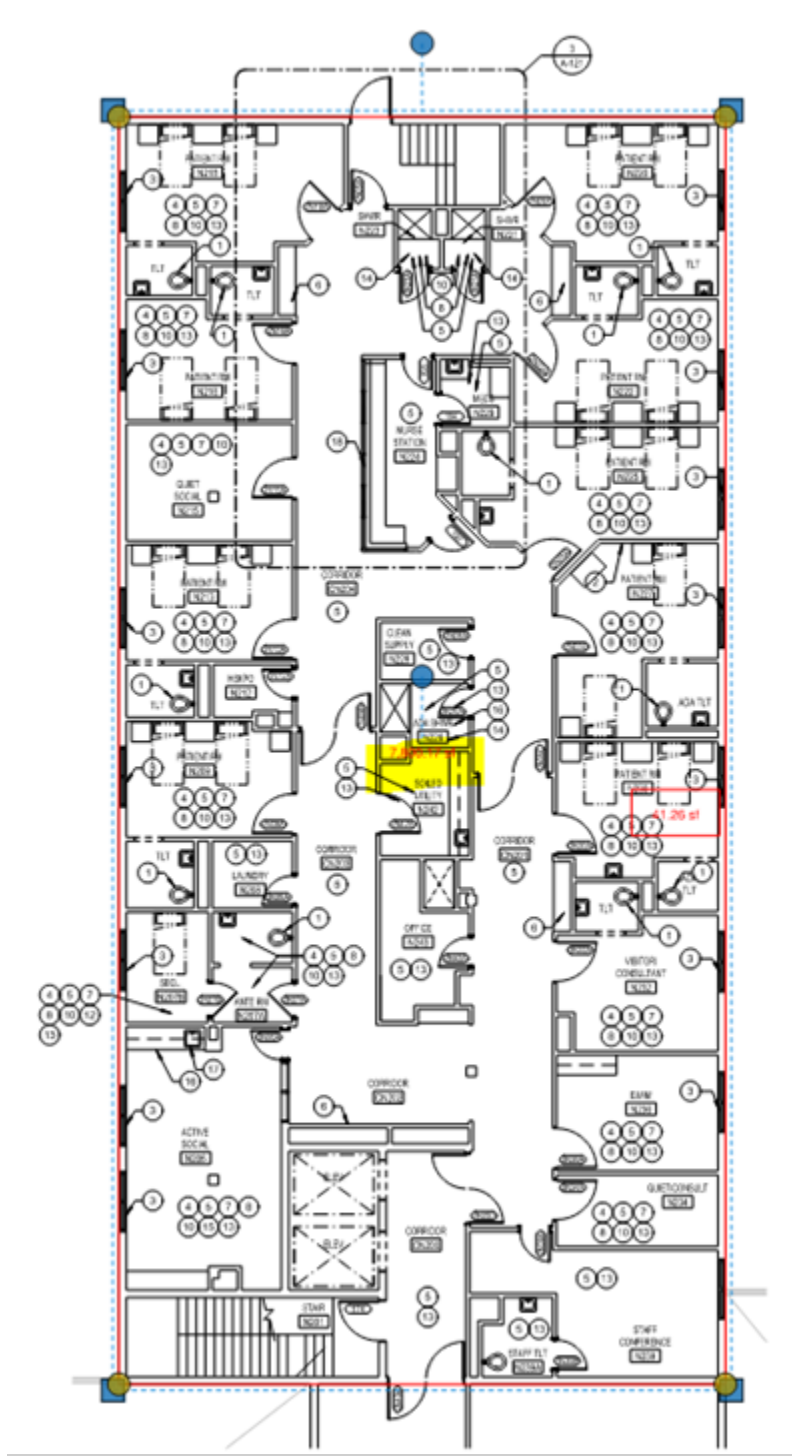
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Exhibit A: Floor Plan of Leased Premises

Total Square Footage: 15,618

2 North Floor Plan



3 North Floor Plan

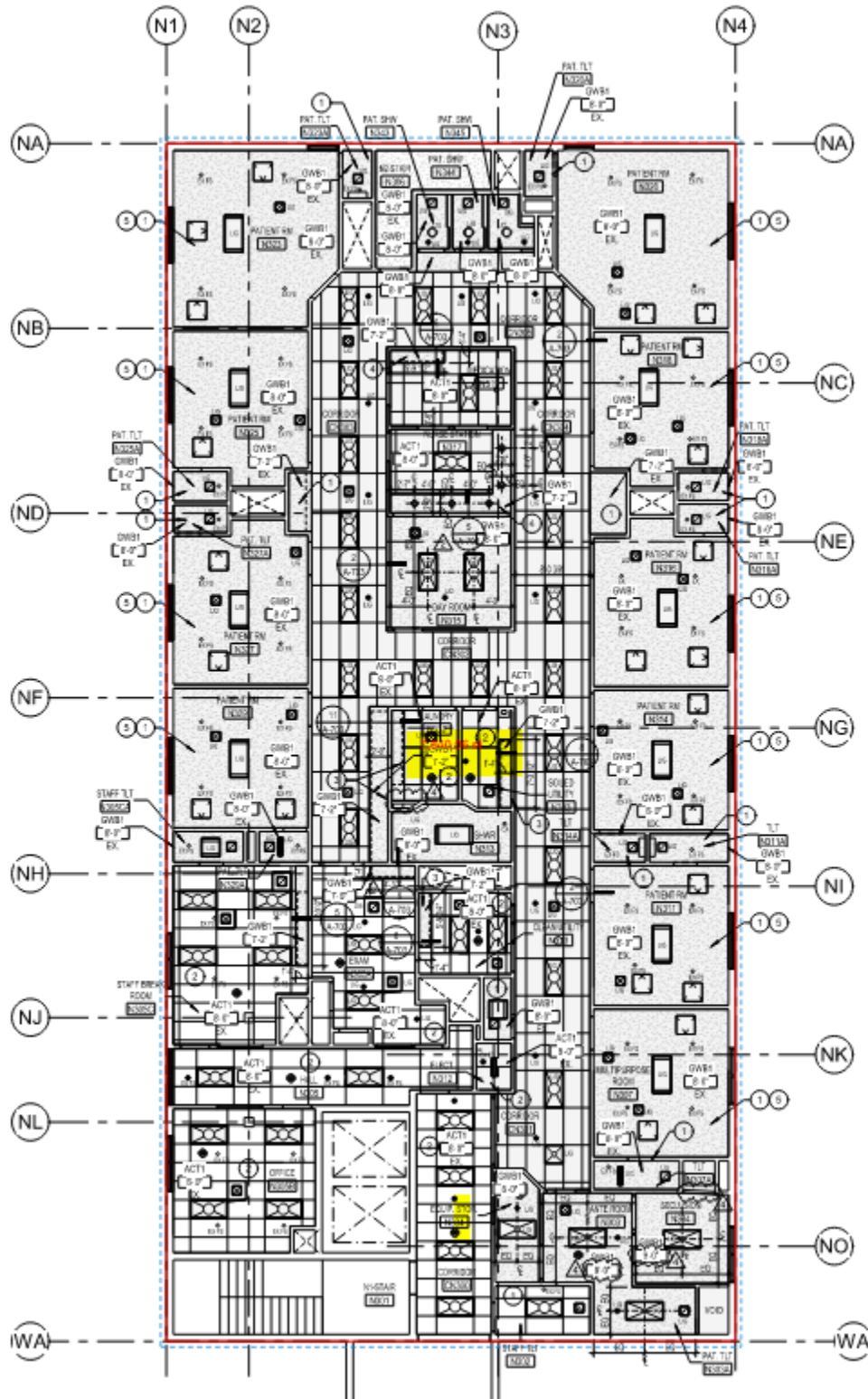


Exhibit B: Parking Areas/Ingress & Egress

[PLACEHOLDER- TBD]

Exhibit C: Obligations of Sublessee on Campus

[PLACEHOLDER- TBD]

Exhibit D: Facility Condition Assessment

[PLACEHOLDER- TBD]

Exhibit E: Non-Disclosure Agreement

Olympic Heritage Behavioral Health Campus - Tukwila, WA

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

SUBLESSEE NON DISCLOSURE AGREEMENT

(This includes staff, administrative personnel, participants, etc.)

The Department of Social and Health Services has a legal and ethical responsibility to safeguard the privacy of all residents and patients, and protect the confidentiality of their health information. In the course of my work at Olympic Heritage Behavioral Health Campus, I may come into contact with residents and/or patients and their confidential information.

I understand that such information must be maintained in the strictest confidence. I hereby agree that I will not at any time disclose any resident or patient information to any person whatsoever.

I understand that violation of this agreement may subject me to civil liability and criminal penalties under the provision of the law.

Employee name

Signature and date

Name of business or employer

Witness signature and date

Exhibit F: Master Lease

[PLACEHOLDER- TBD]

Exhibit G: Janitorial/Food Services, etc. [OPTIONAL]

[PLACEHOLDER- TBD]