

AFTER RECORDING RETURN TO:

Department of General Administration
Real Estate Services
Post Office Box 41015
Olympia, WA 98504-1015



201111040034

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Sublease No. SSL 11-0044
SR 306-10-10

(Mount Vernon) GAW/ij

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Date: April 11, 2011

SUBLEASE

1. This SUBLEASE, made and entered into by and between Northwest Services Council, dba Northwest Workforce Council, Inc., a not-for-profit entity having a 501(c)(3) status, whose interest in subject property is that of Lessee, whose address is Post Office Box 2009, Bellingham, Washington 98227 for its successors, and assigns, hereinafter called the Sublessor, and the State of Washington, Department of Social and Health Services, acting through the Department of General Administration, in accordance with RCW 43.82.010., hereinafter called the Sublessee. Sublessor, entered into a lease with Richard S. Duffy, dba Highland Investment whose address is Post Office Box 398, Mount Vernon, Washington 98273, as Lessor, dated January 11, 2005.

SUBLEASED PREMISES

2. The Sublessor hereby subleases to the Sublessee the following described premises:

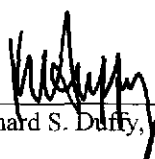
Tax Parcel Number: 340417-0-083-0106 (P 25681)

Common Street Address: 2005 East College Way, Mount Vernon, Washington

Approximately 5,226 BOMA Rentable square feet of office space, together with common on-site parking located at 2005 East College Way, Mount Vernon, Washington legally described as follows: Lot 1, of Short Plat No. MV-11-80, approved November 21, 1980, recorded November 21, 1980, in Volume 5 of Short Plats, Page 6, under Auditor's File No. 8011210021, being a portion of the Southeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, W.M., Skagit County, Washington.

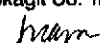
MASTER LEASE

3. Lessor acknowledges approval of this Sublease and this Sublease provision. Nothing contained in this provision is intended to alter or amend any of the terms or covenants of the Master Lease. However, all of the terms, covenants and conditions and agreements between the Sublessor and Sublessee are fully and completely set forth in this agreement. In the event of any conflict between the provisions of the Sublease and the provisions of the Master Lease, Lessor acknowledges that, as between the Sublessor and Sublessee, the provisions of the Sublease shall control.


Richard S. Duffy, dba Highland Investment, LESSOR

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 04 2011

Amount Paid \$
Skagit Co. Treasurer
By  Deputy



USE

4. The premises shall be used by the Department of Social and Health Services and/or other state agencies for the following purpose(s): office space.

TERM

5. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning April 1, 2011 and ending June 30, 2013.

RENTAL RATE

6. The Sublessee shall pay the Sublessor for the premises rent at the following rate:

Nine Thousand Forty Nine Dollars and Sixty Nine Cents.....\$9,049.69 per month

Payment shall be made directly to Sublessor at the end of each month upon submission of properly executed vouchers.

EXPENSES

7. During the term of this Sublease, Sublessor shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with natural gas, electricity, elevator service, landscape and irrigation water, and janitor service. Janitor service includes exterior and interior window washing, restroom supplies and light bulb replacement, and such other items as set forth in Exhibit "J" which is attached hereto and incorporated by reference.

MAINTENANCE AND REPAIR

8. The Sublessor 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 clients, agents or employees. For the purposes of maintaining and repairing the premises, the Sublessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. Sublessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators, including communications systems; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).



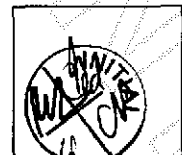
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ASSIGNMENT/SUBLEASE

9. The Sublessee may assign this Sublease or sublet the premises, with the prior written consent of the Sublessor, which consent shall not be unreasonable withheld. Sublessor shall not permit the use of the premises by anyone other than the Sublessee, such assignee or sub-sublessee, and the employees, agents, and servants of the Sublessee, assigns or sub-sublessee.

RENEWAL/CANCELLATION

10. The Sublease may, at the option of the Sublessee, be renegotiated for an additional Two and One-half (2 ½) years.

10.1 Lessee is hereby granted the option to renew this sublease for an additional 2 ½ year term provided that notice to exercise said option is given by Sublessee to Sublessor prior to January 1, 2013.

PAYMENT

11. Any and all payments provided for herein when made to the Sublessor by the Sublessee shall release the Sublessee from any obligation therefore to any other party or assignee.

ENTIRE AGREEMENT

12. All prior understandings and agreements between the parties are merged within this Sublease, which alone fully and completely sets forth the understanding of the parties; and this Sublease may not be changed or terminated orally or in any manner other than by written agreement.

COMPLIANCE WITH STATE/FEDERAL LAWS

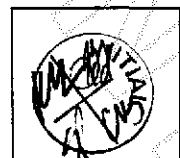
13. Sublessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the subleased premises.

FIXTURES

14. The Sublessee, upon the written authorization of the Department of General Administration, shall have the right during the existence of this Sublease with the written permission of the Sublessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby subleased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of General Administration. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Sublessee and may be removed therefrom by the Sublessee upon the termination of this sublease. Any damage caused by the removal of any of the above items shall be repaired by the Sublessee.

ALTERATIONS/IMPROVEMENTS

15. In the event the Sublessee requires alterations/improvements during the term of this Sublease, any renewals and/or modifications thereof, the Sublessor shall have the right to provide such services. If required by state law, the Sublessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Sublessee considers Sublessor's proposed costs for alterations/ improvements excessive, Sublessee shall have the right, but not the obligation, to



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request and receive at least two independent bids; and the Sublessee shall have the right at its option to select one alternative contractor whom the Sublessor shall allow to provide such services for the Sublessee in compliance with the Sublessor's building standards and operation procedures.

PREVAILING WAGE

16. Sublessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Sublease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Sublease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Sublease as though fully set forth herein.

DISASTER

17. In the event the subleased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Sublessor(s) neglects and/or refuses to restore said premises to their former condition, then the Sublessee may terminate this sublease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Sublessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

18. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Sublessee unless endorsed herein in writing. And it is further understood that this Sublease shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of General Administration of the State of Washington or his or her designee and approved as to form by the Office of the Attorney General. Any amendment or modification of this Sublease must be in writing and signed by both parties.

ENERGY

19. The Sublessor, or authorized representative, in accordance with RCW 43.19.685, has conducted a walk-through survey of the subleased premises with a representative of the Director of the Department of General Administration. Sublessor will undertake technical assistance studies and/or subsequent acquisition and installation of energy conservation measures identified as cost effective by the survey.

REIMBURSEMENT FOR DAMAGE TO PREMISES

20. The Sublessee hereby agrees to reimburse the Sublessor for damages caused by the negligence of its employees, clients and agents, but in no event shall this paragraph be construed as diminishing the Sublessor's duty to make repairs as set forth in preceding paragraphs of this sublease, or as making Sublessee responsible for the repair of normal wear and tear.



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HAZARDOUS SUBSTANCES

21. Sublessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby subleased which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation.

Sublessor shall indemnify and hold harmless the Sublessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Sublessee.

WITHHOLDING OF RENT PAYMENTS

22. If the Sublessor fails to maintain, repair and/or improve the premises as set forth herein, the Sublessee may, if authorized by the Department of General Administration, withhold ten percent (10%) of rent payments until such time as Sublessor completes deficient maintenance, repair and/or improvements. Upon receipt of documentation of Sublessor's noncompliance with maintenance, repair and/or improvement provisions and a written request to withhold rent payments from the Sublessee, the Department of General Administration shall provide Sublessor with a list of deficient maintenance, repair and/or improvement items and notify Sublessor that Sublessee has been authorized to withhold rent payment until deficient maintenance, repair and/or improvements have been completed. Sublessee shall place all withheld rent payments in an interest bearing account. Withheld rent payments plus accrued interest will be remitted to Sublessor after the Department of General Administration verifies that Sublessor has satisfactorily completed all maintenance, repair and/or improvements and authorizes Sublessee to remit the withheld rent. Nothing in this provision shall limit other remedies which may be available to Sublessee under this Sublease.

CONDEMNATION

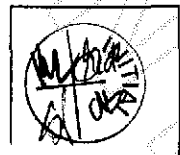
23. If all the premises or such portions of the Building as may be required for the reasonable use of the premises, are taken by eminent domain, this Sublease shall automatically terminate as of the date Sublessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Sublessee's determination, then the Sublease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Sublessor reserves all rights to damages and awards in connection therewith, except Sublessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

MONTH TO MONTH TENANCY

24. If Sublessee remains in possession of the premises after the expiration or termination of the Sublease term, or any extension thereof, such possession by Sublessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Sublessee shall pay all rent provided in this Sublease or such other rent as the parties mutually agree in writing and all provisions of this Sublease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

SUBORDINATION

25. So long as Sublessor has fully performed under the terms of this Sublease, Sublessee agrees to execute, within ten (10) days of written request by Sublessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.



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CAPTIONS

26. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

INSURANCE

27. It is recognized that the State of Washington, including all its agencies and departments (which includes the Lessee) is self-insured for all exposure to general liability and vehicle liability as provide in ch. 4.92 RCW and RCW 43.41.280 through 43.41.350. Under these provisions, the State of Washington is continuously self-insured up to a predetermined self-insurance retention level at which point excess insurance provides coverage. The self-insurance program is funded by a liability account established by RCW 4.92.130 and financed by annual premiums assessed to state agencies, including the Lessee.

It is further recognized that the Tort Claims Act, ch. 4.92 RCW, provides the fundamental remedy for all liability claims against the state, its agencies and departments and/or the actions of its officers, employees, and volunteers while engaged in the performance of their official duties. Such claims must be filed with the Risk Management Division within the State of Washington Office of Financial Management for processing according to statute.

LEGAL RELATIONS

28. A state agency does not have authority to enter into a contract that agrees to hold another party harmless and to indemnify the other party for its loss. No party shall be liable for damage or claims which arise from or relate to the performance or non-performance of this agreement by any other party. Each party shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

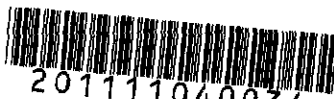
NOTICES

29. Wherever in this Sublease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

SUBLESSOR: Northwest Services Council
dba Northwest Workforce Council, Inc.
Post Office Box 2009
Bellingham, Washington 98227

SUBLESSEE: Department of General Administration
Real Estate Services
General Administration Bldg.
Post Office Box 41015
Olympia, Washington 98504-1015

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IN WITNESS WHEREOF, the parties subscribe their names.

Northwest Services Council

By: _____

Title: _____

Date: _____

[Signature]
EXECUTIVE DIRECTOR
10-7-2011

STATE OF WASHINGTON

Department of Social and Health Services

Acting through the Department
of General Administration

[Signature]
Shenon L. Porter, Leasing Operations Manager
Real Estate Services

Date: _____

10-27-11

RECOMMENDED FOR APPROVAL:

[Signature]
Guy Winkelman, Facilities Senior Planner
Real Estate Services

Date: _____

10/11/11

APPROVED AS TO FORM:

By: _____

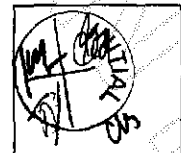
Assistant Attorney General

Date: _____

[Signature]
10/26/11



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STATE OF WA)
) ss.
 County of SKAGIT)

On this 7TH day of OCTOBER, A.D., 20 11, before me personally appeared GAY L. DUBICK to me known to be the EXECUTIVE DIRECTOR of the corporation that executed the within and foregoing instrument and acknowledged the 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 SHE was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

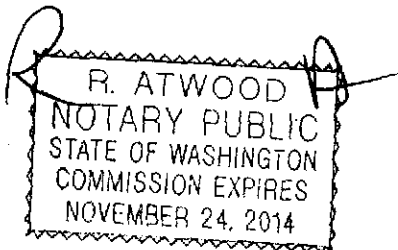


Lorraine P. Haven
 Notary Public in and for the State of Washington,
 Residing at 2005 E. COLLIER WAY
 My commission expires 11-19-11

STATE OF WASHINGTON)
) ss.
 County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 27th day of October, 20 11, personally appeared before me SHENON L. PORTER, Leasing Operations Manager, Real Estate Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



R. Atwood Atwood
 Notary Public in and for the State of Washington,
 Residing at Thurston Co
 My commission expires 11-24-14



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