

AFTER RECORDING RETURN TO:

Department of Enterprise Services
Real Estate Services
Post Office Box 41468
Olympia, WA 98504-1468

Sublease No. SSL 12-0066
SR 129-03-13

(Stevenson) DLS/cns
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Date: October 3, 2013

SUBLEASE

1. This SUBLEASE, made and entered into by and between State of Washington, Department of Social and Health Services, whose interest in subject property is that of Lessee, whose address is Post Office Box 45806, Olympia, Washington 98504-5806 for its successors, and assigns, hereinafter called the Sublessor, and the State of Washington, Employment Security Department acting through the Department of Enterprise Services, hereinafter called the Sublessee. Sublessor, entered into a lease with Vine Street Investors, LLC whose address is Post Office Box 430, Arlington, Washington 98223-0430, as Lessor, dated May 14, 2012, 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 Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

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:

LEASED PREMISES

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

Tax Parcel Number: 02-07-01-1-1-4190-00 and 02-07-01-1-1-4000-00.

Common Street Address: 266 Second Avenue, Stevenson, Washington.

Approximately 225 square feet of office space, being workstation #106 in the building located on Parcels No. 02-07-01-1-1-4190-99 and No. 02-07-01-1-1-4000-00 commonly known as 266 Second Avenue, in the City of Stevenson, Washington; together with use of code parking stalls, all situate on property legally described as: Lots 22, 23, and 24, Block 7, "Town of Stevenson," situated in the Northeast quarter of Section 1, Skamania County, Washington.

USE

3. The premises shall be used by the Employment Security Department and/or other state agencies for the following purpose(s): office space and service delivery to clients.

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TERM

4. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning December 1, 2013 and ending June 30, 2017.

4.1 It is provided, however, that there is expressly reserved to the Sublessee the right and option to terminate this Sublease by giving written notice to the Sublessor at least ninety (90) days prior to the effective date of such termination, in which event rent shall be prorated to the date of termination.

RENTAL RATE

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

Three Hundred Forty-two Dollars and Ninety-three Cents

\$342.93 per month

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

EXPENSES

6. 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 office 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 "J" attached to Master Lease and referred hereto by reference only.

MASTER LEASE

7. 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 its term, the Sublease, if approved by the Master Lessor, shall nonetheless continue to the end of the term of the Sublease. But in no case should the Sublease exceed the normal term provided under the Master Lease, unless the Master Lessor so approves.

LIMITATION

8. Notwithstanding anything herein contained, the only services or rights to which Sublessee is entitled hereunder are those to which Sublessor is entitled under the Master Lease and that for all such services and rights Sublessee will look to the Lessor under the Master Lease.

REPRESENTATION

9. Sublessee represents that it has read and is familiar with the terms of the Master Lease which is attached as (Exhibit "A") and incorporated herein.

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ENTIRE AGREEMENT

10. 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. Any amendment or modification of this Sublease must be in writing and signed by both parties.

HOLD HARMLESS

11. To the extent authorized by law, the Sublessee, its successors or assigns, will protect, save and hold harmless the Sublessor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any acts or activities authorized by this Sublease. The Sublessee further agrees to defend the Sublessor, its agents, or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Sublease. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Sublessor or its authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Sublessor, its agents or employees, and (b) the Sublessee, its agents or employees and involves actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sublessee or Sublessee's agents or employees.

MONTH TO MONTH TENANCY

12. 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

NOTICES

13. 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: State of Washington
Department of Social and Health Services
Post Office Box 45806
Olympia, Washington 98504-5806

SUBLESSEE: State of Washington
Employment Security Department
Acting through the
Department of Enterprise Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41468
Olympia, Washington 98504-1468

SSL 12-0066**CAPTIONS**

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

IN WITNESS WHEREOF, the parties subscribe their names.

STATE OF WASHINGTON

Department of Social and Health Services

By: *Jeff Willis*
Printed Name: JEFF WILLIS
Title: Leased Facilities Mgr
Date: 10/11/2013

STATE OF WASHINGTON

Employment Security Department

Acting through the Department
of Enterprise Services
Donald J. Becka
Donald J. Becka, Manager
Real Estate Services
Date: 11-20-13

RECOMMENDED FOR APPROVAL:
Diane Smith
Diane Smith, Property and Acquisition Specialist
Real Estate Services
Date: 10/15/13

APPROVED AS TO FORM:
By: *Ben Fally*
Assistant Attorney General
Date: 11/13/13

STATE OF WASHINGTON)
) ss.
County of THURSTON)

On this 11th day of OCTOBER, 2013, before me personally appeared JEFF M. WILLIS and said person(s) acknowledged that HE signed this instrument, and on oath stated that HE was authorized to execute the instrument and acknowledged it as the LEASED FACILITIES UNIT MANAGER of DEPARTMENT OF SOCIAL & HEALTH SERVICES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

STACEY A. RHODES
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES
03-19-16

Stacey Rhodes
Notary Public in and for the State of Washington,
Residing at *Olympia*
My commission expires March 19, 2016

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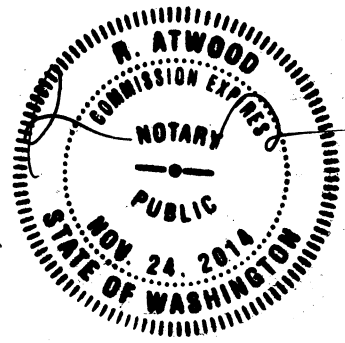
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STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 20th day of November, 2013, personally appeared before me DONALD J. BECKA, Manager, Real Estate Services, Department of Enterprise Services, 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 R. Atwood
Notary Public in and for the State of Washington,
Residing at Thurston County
My commission expires 11/24/14

Unofficial Copy