LEASE

THIS LEASE, made and entered into this 1st day of January, 2015 by and between FitzHouse Enterprises, Inc., a Nevada 501(C)2 not-for-profit corporation, whose address is 1711 Whitney Mesa Drive, Henderson, Nevada 89014, hereinafter referred to as "Tenant," and LEWIS COUNTY, a Washington municipal corporation, 351 NW North St., Chehalis, WA 98532-1900, hereinafter referred to as "Landlord".

WITNESSETH:

WHEREAS, Tenant desires to occupy the real property and premises noted herein for the purpose of office space for a Home Base Navigator staff position to serve veterans in Lewis County; and

WHEREAS, each entity executing this lease as Tenant will be bound and obligated to pay the rental herein and perform the other obligations contained herein, regardless of whether or not they occupy some, all or none of the real property; now therefore,

In consideration of the covenants and agreements herein contained and the monies to be paid as hereinafter set forth, the Landlord agrees to lease, demise and let unto the Tenant, and the Tenant agrees to lease through the term specified herein, the 12' x 16' office identified as the Veterans Outreach room located on the third floor of the building commonly referred to as the Public Health Building in Chehalis WA, 360 NW North St., Chehalis, WA 98532, which office is sometimes hereinbefore and hereinafter referred to as "the demised premises."

1. Term. The term of this lease shall commence on the 1st day of January, 2015 and end on the 31st day of December, 2015, or earlier termination as hereinafter provided. The lease may be extended for an additional one (1) year period upon the written agreement of both parties involved.

2. Rental. The Tenant shall pay Landlord monthly rent of One Hundred Twenty Eight and no/100ths Dollars ($128.00) per month, inclusive of areas shared with Landlord, such as hallways, break room, waiting area, etc., for four full agreed upon days per week, for the sole purpose of conducting veteran's activities in accordance with and associated with the operations of WESTCARE WASHINGTON. The rent of $128.00 per month shall be paid on or before the 30th day of each and every calendar month thereafter, to be paid in advance through the term of this lease. In the event the Tenant fails to pay the monthly installment of rent, in advance, on or before the 15th day of the following month, a late charge of ten (10%) of the monthly rental shall be assessed and immediately due in addition to the monthly rent, which amount the Landlord and Tenant acknowledge is a reasonable sum to compensate Landlord for the inconvenience and additional administrative expense resulting from non-payment. In addition, any unpaid rent shall accrue interest at the rate of 12.0 % per annum.

3. Use. Tenant shall have the right to use the demised premises and improvements thereon to provide services under the Rural Veterans Coordination Project (RVCP) "Grant", including outreach, case management, veteran's claims services and such ancillary and necessary support uses, including general administration and office, but no other purpose. Tenant shall not use or permit the demised premises to be used for any other purpose or purposes without the prior written consent of the Landlord. Tenant agrees that during the term of this lease, the demised premises shall be kept in a clean and orderly condition, free of refuse, and that Tenant will comply with all local, state and federal regulation, including police, health and fire regulations, and will comply with all other applicable statutes, ordinances and regulations. Failure to comply will constitute a breach and default of this lease. Foregoing notwithstanding, Landlord shall be responsible to ensure the demised premises complies with all applicable federal, state or local building regulations, including all

ADA requirements. At no time shall Tenant be required to make structural modifications to the demised premises to comply with any applicable federal, state or local code unless such modifications are necessitated as a result of Tenant's negligent acts or omissions or are a result of an alteration or improvement made to the demised premises by Tenant pursuant to Section 4 herein.

4. Alterations and Improvements. The Tenant shall not make any changes in, alterations or additions to, the demised premises without the prior written consent of the Landlord—which consent shall not be unreasonably withheld. Any alteration, addition or improvement made by or at the request of the Tenant after such consent, shall be done at the Tenant's expense and any fixture installed as a part thereof shall become the property of the Landlord upon expiration or sooner termination of this lease; provided, however, Landlord may require Tenant to remove any alteration, addition or improvement and fixture installed as a part thereof, and restore the portion of the premises on which they were placed in the same condition they were in prior to such alteration, addition or improvement. Nothing herein shall prohibit Landlord from conditionally approving any alteration, addition or improvement, such condition being that the premises must be restored at the end of the lease term or sooner termination of the lease, in its prealtered or improvement condition—with exception of reasonable wear and tear.

5. Repairs. Tenant shall, at its own expense, keep the demised premises, including improvements thereon, as herein discussed under "Maintenance", in good repair and shall make all repairs as shall be reasonably necessary to keep the leased property and improvements thereon in good condition and repair—with the exception of reasonable wear and tear. Tenant further agrees that all damage or injury to said property by Tenant, or any person who may legally be upon the demised premises, shall be repaired by Tenant at its expense; provided, however, this shall not be construed to limit recovery by Tenant for

damage caused by a third party. Tenant agrees at the expiration of this lease, or sooner termination thereof, to quit and surrender said real property and improvements thereon, in as good a condition and repair as existed at the inception of this lease, reasonable wear and tear from ordinary use excepted.

6. Maintenance. Landlord shall be responsible for maintenance of the demised premises, including improvements thereon. Landlord and Tenant agree and acknowledge that in the event of a failure in any major building system, including heat; roof; foundation; walls and structure; electrical; plumbing; septic system and any other building system whether or not contained within the interior walls, ceiling and flooring, that neither Landlord nor Tenant shall have any obligation to make repairs or replacement of the failed building system. Landlord and Tenant further agree that Tenant may, but shall not be obligated to repair or replace such failed building system at Tenant's sole option and expense. In the absence of either Landlord or Tenant determining to repair or replace a failed building system and providing written notice to the other party of the determination to repair or replace with fourteen (14) days of the failure then this Lease and all obligations and rights of Landlord and Tenant under this Lease shall terminate. For purposes of this section, a "failure of a major building system" shall be any structural or system repair that would require in excess of five hundred ($ 500.00). Any repair less than the stated amount shall be made by Landlord at Landlord's sole cost and expense unless such repair is required as the result of the negligent acts or omission of Tenant or as a result of any approved alteration or improvement made by Tenant pursuant to Section 4 herein. Maintenance of landscaping improvements, including but not limited to, all flowers, shrubs, grass and the like shall be the responsibility of the Landlord. Landlord shall be responsible for maintaining parking lot.

7. Entry and Inspection of the Premises. The Landlord, its agents and representatives, shall have the right to enter onto or upon the demised premises, or any part

thereof for the purpose of examining the conditions thereof and showing to prospective purchasers or tenants, upon twenty-four (24) hours' prior written notice to Tenant. The Landlord's entry onto the demised premises will not unreasonably interfere with the Tenant's use of said property. Landlord shall have the right of entry and the right to fulfill the Landlord's purpose for entry without any abatement of rent to Tenant for any loss of occupancy or quiet enjoyment of the demised premises occasioned thereby. The Landlord shall have the right to place an appropriate "for rent" sign upon the demised premises during the last ninety (90) days which shall immediately precede the termination of this lease. In addition, the Landlord, or its agents and representatives, shall have the right to enter into or upon said demised premises for the purposes of making repairs or improvements that Landlord may, at its election, make.

Tenant agrees to accept the demised premises in the present condition and state of repair.

8. Damage or Destruction. In the event the demised premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same unfit for intended lease purposes in whole or in substantial part thereof, it shall be optional with Landlord to rebuild or repair the same; and after the happening of any such contingency, Tenant shall give the Landlord immediate notice thereof. In such event of such contingency, Landlord may elect to terminate this lease and shall do so by notifying Tenant within thirty (30) days of the occurrence of the loss. Landlord may similarly elect to effect reconstruction and continue this lease in full force and effect. If Landlord does repair, restore and/or reconstruct, Landlord shall proceed without unnecessary delay. The rent and other such assessments payable by Tenant shall be abated during the period of such repair and reconstruction; in the same ratio that portion of the demised premises rendered unfit for intended lease purposes shall bear to the whole of the leased premises. If Landlord shall fail

to give notice of Landlord's election aforesaid, Tenant shall have the right to declare this lease terminated by notifying Landlord. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the demised premises, improvements or fixtures thereon, damage or destruction to Tenant's personal property thereon, or inconvenience or other annoyance or loss suffered by Tenant as a result of any such damage, destruction, reconstruction or restoration of the improvements and fixtures located on the demised premises.

Tenant agrees that Landlord, if they so elect, may enter the demised premises to make any and all repairs, reconstruction or restoration.

9. Condemnation. If any part of the demised premises shall be taken by condemnation or under threat of condemnation, and the part remaining is such that Tenant may continue its business operation thereon, then this lease shall continue and the rent payable by Tenant shall be subject to such adjustment as may be appropriate considering the interference to the Tenant's business operations occasioned by said partial taking. In the event that the demised premises shall be condemned to an extent making it impossible or impracticable for the Tenant to continue its business operations thereof, then this lease shall terminate as of the date of said taking, and the Landlord and Tenant shall be relieved of further liability hereunder.

10. Indemnification. Tenant hereby agrees to indemnify and defend Landlord, its elected officials, agents, servants and employees, against, and to save and hold Landlord, its elected officials, agents, servants and employees harmless from any and all claims or demands for loss of or damage to property, or for injury or death to any person from any cause whatsoever, including employees, workmen, invitees, and guests, while in, upon, or about said demised premises, or improvements located thereon, or arising from any

negligent or willful act or omission of Tenant, its guests, contractors, servants, employees, invitees, or licensees or resulting from a breach of this Lease by Tenant.

11. Waiver of Subrogation. Landlord and Tenant, on behalf of themselves, their successors and assigns, if any, each hereby waive all right to subrogation that either may have, may or might have against the other, for any losses occurring during the period that this lease is in full force and effect on said demised premises or the improvements located thereon and telephone system therein, or to personal property therein belonging to either party where the loss is proximately caused by fire, lightning or any cause included in or covered by the standard fire insurance policy, or other casualty policy used for insuring said property, including perils insured in and covered by the extended coverage endorsements constituting a part of the standard fire insurance policy and/or all risk insurance policy.

12. Utilities. Landlord agrees to pay all associated utilities including gas, electricity, water and garbage and other utilities as associated with the operations of the premises.

13. Ice, Snow and Debris. Landlord shall at all times keep the sidewalks and parking areas on the demised premises free and clear of ice, snow, debris, rubbish and any and all similar obstructions. At the conclusion of the term of this lease, or upon any sooner lawful termination thereof, Tenant shall quit and deliver up the premises to the Landlord peacefully and quietly and broom clean.

14. Liens. Tenant agrees to pay, or cause to be paid, all costs for work done, or caused to be done, by Tenant for services provided to Tenant, on the demised premises or improvements thereon, and Tenant will keep said demised premises and improvements thereon clear of all liens on account of work done for Tenant, caused to be done for Tenant, or other services provided for Tenant; except for such liens created or caused to be created by Landlord. Tenant agrees to pay and shall indemnify and save Landlord free and harmless against all liability, loss, damage, cost, attorney's fees and other expenses on account of

such Tenant claims for laborers or materialmen, or others, for such work performed or services provided, or materials or supplies furnished to or on account of the demised premises or improvements thereon.

15. Additional Covenants. Tenant covenants as follows:

(a) To pay the rentals herein stated and additions thereto, at the time or times herein provided, in lawful money of the United States.

(b) Except as otherwise set forth herein, not to assign or otherwise transfer this lease without the prior written consent of Landlord.

(c) Except as otherwise set forth herein, not to sublease or sublet the demised premises or improvements thereon, or any portion thereof, or allow anyone to occupy the same, or portion thereof, without the prior written consent of Landlord.

(d) Not to commit or suffer any waste of or about the demised premises or improvements thereon.

(e) Not to install any power machinery on the demised premises or improvements thereon, without the prior written consent of Landlord.

(f) Not to use said demised premises or improvements thereon in any way, for any purpose, or keep or maintain anything thereon which will void any fire insurance policy applicable to the demised premises and improvements thereon, or which would in any way increase any premium to be paid on any existing fire insurance policy applicable thereto.

(g) Not to allow the demised premises or improvements thereon to fall into such a state of disrepair and to the extent Tenant is responsible for such repair, as to increase the fire insurance hazard thereon.

(h) To comply at Tenant's own expense, with all orders, notices, regulations and requirements of any public authority having jurisdiction respecting the demised premises or improvements thereon, to the extent of Tenant's obligations under this lease.

(i) To keep the demised premises and improvement thereon in a neat, clean condition.

(j) Pay all payroll expenses, supplier bills, taxes and other expenses incurred in the operation of Tenant's business.

(k) Not to use or permit the use of the demised premises or improvements thereon for any illegal purpose.

16. Attorneys' Fees. In the event of any litigation between the parties hereto arising out of the construction or enforcement of this lease, the demised premises, or improvements

thereon, the prevailing party shall be allowed all reasonable attorneys' fees expended or incurred in such litigation to be recovered as part of the costs therein.

17. Default. This lease is made upon the express condition that if Tenant fails to pay the rent herein, or any part thereof or any penalty related thereto after the same shall be due, or if Tenant fails or neglects to perform, meet or observe any of the Tenant's other obligations herein, then Landlord, after fifteen (15) days written notice, may lawfully declare the termination of this lease, may re-enter said demised premises and the improvements thereon, or any part thereof, and by due process of law remove and put Tenant out, or any other person or persons occupying said demised premises or improvements thereon, and may remove all personal property therefrom without prejudice to any remedies which might or may otherwise be used for the collection of arrearages of rent, or the breach of any other covenants or conditions.

Subject to Landlord's duty to mitigate its damages, and notwithstanding Tenant's right to terminate the lease as set forth herein, Tenant agrees to pay Landlord any deficiency arising from subsequent reletting at a lesser rental than herein provided through the remainder for the current Term, and Tenant shall pay such deficiency each month as the amount thereof is ascertained by Landlord. In the case of such re-entry by Landlord, Landlord shall use its best efforts to mitigate their damages and relet the demised premises as promptly as possible, for a term and at a rental at least as great as the balance of the term hereof, and the rental provided for herein. If such reletting is not reasonably practical for such term, and upon such rental, Landlord may relet the premises upon such terms as are reasonable, and for a period of time which may expire either before or after the expiration of this lease. Notwithstanding the foregoing, Tenant duty to cover any deficiency under this provision shall only extend the Term as defined in this Lease.

If Tenant fails to perform any non-monetary duty, obligation or covenant, Landlord may, at its election, perform the duty or obligation, in which event Tenant shall, upon demand, pay to the Landlord, Landlord's actual cost incurred in performing said duty or obligation, together with interest at twelve percent (12%) per annum until paid.

18. Nonwaiver of Default. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach of any obligation hereunder by Tenant, other than the failure to pay the particular rent so accepted, and the waiver of any breach of any term, covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof, or a waiver of the breach, term or covenant itself.

19. Abandonment. Except as otherwise provided herein, including, without limitation, Section 26, Tenant agrees not to vacate or abandon the demised premises or improvements thereon at any time during the term of this lease. Should Tenant vacate or abandon said demised premises or improvements thereon, or be disposed by process of law or otherwise, such abandonment, vacation or disposition shall be a breach of this lease and, in addition to other rights which Landlord may have, Landlord may remove any personal property belonging to Tenant which remains on the demised premises or improvements thereon, and such removal and storage shall be for the account of Tenant.

20. Holding Over. In the event the Tenant for any reason should hold over in possession the demised premises and improvements thereon following the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month-to-month which may be terminated at will at any time by either party

21. Notice and Payment. Demands, notices and other papers by one party to the other shall be in writing and hand delivered to the other party or mailed by first class United

States mail, postage prepaid, by certified mail with return receipt, to the party's address as contained in the preamble hereto, or such other single address as may be given from time to time by one party to the other. For purposes of notice by Landlord to Tenant, at the inception of this lease, Landlord shall provide notice to Tenant at Washington State Soldiers Home, WestCare Washington Headquarters, 1301 Orting Kapowsin Hwy E, Orting, WA 98360.

If demands, notices or other papers are sent by United States mail, they shall be deemed given three days after being placed in the mail, holidays excluded.

All notices to Tenant shall be sent to Tenant's stated address set forth above. All copies of demand, default or legal cause notices to Tenant shall be copied to the following address:

WestCare Foundation, Inc.
Attn: Office of the General Counsel
1711 Whitney Mesa Drive
Henderson, Nevada 89014

22. Time. Time is of the essence of this lease and all provisions thereof.

23. Captions and Headings. Captions and paragraph headings in this lease are inserted for reference only and are not a part of this lease and do not in any way define, limit or describe the scope or intent of this lease, nor its terms and/or provisions.

24. Entirety. This lease constitutes the entire agreement and understanding between the Landlord and Tenant. There are no other agreements or representations either oral or written, which modify or have an effect upon this lease. The parties are not relying on any representations or promises, other than those specifically set forth herein. No

modification of this lease shall be binding upon either party unless reduced to writing and signed by both parties.

25. 501(C)2 Approved Subleases. Landlord understands and acknowledges that FitzHouse Enterprises, Inc. is a 501c2 not-for-profit corporation, organized for the sole and exclusive purposes of holding real property interests, including leaseholds, on behalf or in benefit for a designated not-for-profit organization. Tenant's designated not-for-profit organization is WestCare Foundation, Inc., its subsidiary and affiliate entities, including, without limitation, WestCare Washington, Inc. Each and every such entity shall hereafter be deemed a "Designated Entity". Any sublease by Tenant to any Designated Entity shall be deemed a sublease or assignment under this Lease and, as such, shall not require prior approval or review by Landlord and shall not be subject to any of the restrictions on subleasing set forth in this Lease. Foregoing notwithstanding, a sublease by Tenant to a Designated Entity shall not act to relieve Tenant of any of its obligations, other than occupancy and use, under this Lease and sublease shall be restricted by the terms and conditions of this Agreement, including restrictions on use.

26. Funding Termination Provision. Landlord acknowledges that Tenant intends to sublease the Premises to an affiliate not-for-profit corporation and intends to use the Premises to provide RVCP Grant veterans (and their families) services and administrative support and general office in support of delivery of said services. Tenant's use of the Premises and its operation under the Lease is therefore contingent upon Tenant's ability to secure and maintain financing throughout the term of the Lease, including financing provided from the Federal Government and by the State of Washington through the RVCP grant (collectively "Program Funding"). In the event that Tenant should not be awarded the Program Funding or should the Program Funding be withheld, rescinded or reduced during the term of the Lease, Tenant shall have the right to terminate its leasehold interest

hereunder upon not less than sixty (60) days written notice to Landlord. Upon notice of termination pursuant to this provision, the Lease shall terminate as if the Term set forth herein expired and Tenant shall surrender possession of the Premises to Landlord on or before the date noted in Tenant's notice of termination and shall forfeit its interest in its Security Deposit, if applicable.

IN WITNESS WHEREOF, this lease has been duly executed by the parties hereto the day and year previously written.

FitzHouse Enterprises , Inc.
a Nevada 501c2 not-for-profit corporation

SRUP

Mike Lavin
Senior Vice President

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Michael A. Strozyk
Central Services Director

ATTEST:

Karri Muir, Clerk of the
Board of County Commissioners

Jonathan Meyer
Prosecuting Attorney

By: _____
Civil Deputy