

Master Lease

For

**Phoenix Apartments
40 Residential Units Located at
703 E. Hartson Ave.
Spokane, WA 99202**

Between

**Spokane County Community Services Housing and Community Development
(CSHCD)**

and

Pioneer Human Services (PHS)

Effective Date 07/01/2018

Received
CSHCD

OCT 01 2018

Contracts Office

MASTER LEASE AGREEMENT

THIS MASTER LEASE is made and entered into this 1st day of July, 2018 by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington, by and through the **SPOKANE COUNTY COMMUNITY SERVICES, HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (CSHCD)**, whose address is 312 West 8th Avenue, Spokane, Washington 99204, the owner, hereinafter referred to as **Owner**, and **PIONEER HUMAN SERVICES (PHS)**, a non-profit organization incorporated under the laws of the State of Washington, whose address is 7440 W. Marginal Way S., Seattle, Washington 98108, the Lessee, hereinafter referred to as **Lessee**. Owner and Lessee are collectively hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the Lessee wishes to lease from the Owner, and the Owner wishes to lease to the Lessee a property known as the Phoenix Apartments, located at 703 East Hartson Avenue 99204, City of Spokane, County of Spokane, State of Washington, which real property, fixtures and personal property are defined and described in the attached Exhibit A (hereinafter referred to as the "Premises").

WHEREAS, the Owner wishes to ensure that the Premises are used for the purpose of providing safe and supportive transitional housing for chronically mentally-ill homeless people over the age of eighteen (18) who are enrolled with an CSHCD contracted mental health provider and are seeking permanent housing elsewhere.

WHEREAS, the Lessee wishes to lease the Premises and operate it for the above specified purposes, on the terms and conditions further described in this Master Lease.

NOW, THEREFORE, the Parties agree that the above recitals are made a part of this Master Lease, and in consideration of the mutual benefits to be enjoyed by the parties hereto, CSHCD and PHS further agree as follows:

1. LEASE OF THE PREMISES

- 1.1. The Owner hereby leases the Premises containing forty (40) tenant apartments to the Lessee, and the Lessee hereby leases the Premises from the Owner, on terms and conditions set forth in this Master Lease.
 - 1.1.1 Thirty-nine (39) studio apartments, at a Two-Hundred Fifty Dollars (\$250.00) per month fee per apartment.
 - 1.1.2 One (1) one-bedroom apartment, at a Two-Hundred Seventy-Five Dollars (\$275.00) per month fee for the apartment.

2. TERM OF THE MASTER LEASE

- 2.1. This Master Lease shall be for a term of twelve (12) months commencing on July 1, 2018 and shall expire on June 30, 2019 unless terminated earlier pursuant to the provisions of this Master Lease.

- 2.2. The term of this Master Lease shall automatically terminate upon termination of the contract agreement for services between CSHCD and PHS.

3. EXTENSION OF THE TERM OF THE MASTER LEASE

- 3.1. The Lessee shall have the option to renew this Master Lease for one (1) additional year on the same terms and conditions if the Master Lease is not in default at the time of its renewal.
- 3.2. The renewal term shall commence on the anniversary date of the original term of the Master Lease.
- 3.3. The Lessee shall notify the Owner ninety (90) days prior to the expiration of the initial term of the Master Lease if the Lessee intends to renew the Master Lease for an additional year.

4. RIGHT OF FIRST REFUSAL TO PURCHASE THE PREMISES

- 4.1. If the Owner receives an offer from a third party to purchase the Premises, (the "Third Party Offer") then before the Owner may accept the Third Party Offer, it must first allow the Lessee the opportunity to purchase the Premises on the same terms and conditions as the Third Party Offer. Upon receipt of a Third Party Offer, the Owner will deliver a copy of the Third Party Offer to the Lessee in writing. The Lessee will have sixty (60) days from its receipt of the Third Party Offer to notify the Owner that it will purchase the Premises on the same terms and conditions as set forth in the Third Party Offer. If the Lessee does not elect to match the Third Party Offer or does not respond within the sixty (60) day period, the Owner may sell the Premises in accordance with the Third Party Offer to the third party.
- 4.2. This Right of First Refusal is exclusive and non-assignable and exists solely for the benefit of the named Parties to this Master Lease. Should the Lessee attempt to assign, convey, delegate or transfer this Right of First Refusal without Owner's express written permission, any such attempt shall be deemed null and void.

5. LEASE PAYMENT

- 5.1. For the period of:
- 5.1.1. July 1, 2018 through June 30, 2019, the Lessee shall pay to Owner an annual Lease payment of Seven Dollars and Fifty Cents (\$7.50).
- 5.2. All Lease payments are due on the first day of each year of the initial term and the first day of the year of any extensions of the Lease and are payable to:
- Spokane County Community Services, Housing, and Community Development
c/o Fiscal Operations Manager
312 W. 8th Avenue, Third Floor
Spokane, WA 99204

6. LESSEE EXPENSES

- 6.1. The Lessee shall pay all expenses and obligations incurred by the Lessee in the Lessee's operation of the Premises that arise or become due during the term of the Master Lease or any extension thereof. Notwithstanding the forgoing, the Lessee shall not be responsible for:
 - 6.1.1. Any real property taxes or assessments against the Premises, if for any reason the Premises no longer qualifies for an exemptions from real property taxes and assessments;
 - 6.1.2. Any insurance costs incurred by the Owner, even if the Owners insurance costs increase as a result of this Master Lease;
 - 6.1.3. Any operating expenses or common area maintenance costs incurred by the Owner in connection with the Premises; or
 - 6.1.4. Any capital improvements or capital replacements required during the term of this Master Lease described in Section 14.1. of this Master Lease.

7. USE OF THE PREMISES

- 7.1. Pursuant to the terms of the contract agreement for services, which is a separate document from this Master Lease, the Lessee shall operate the Premises for the purpose of providing safe and supportive transitional housing for chronically mentally-ill homeless people over the age of eighteen (18) who are Medicaid eligible, enrolled with an CSHCD contracted mental health provider, and are seeking permanent housing elsewhere. Occupancy by any individual shall be limited to a six (6) month term, unless an exemption is provided by the CSHCD. The Lessee shall use the Premises for no other purpose without the prior written consent of the Owner.
- 7.2. The Lessee shall, at its sole expense, comply with all applicable laws and regulations of City, County, State or Federal regulatory agency or government affecting its operations on the Premises and the use thereof and shall promptly correct any failure of compliance therewith.
- 7.3. The Lessee shall refrain from any use of or activity upon the Premises, whether by omission or commission, that would create a nuisance and shall prohibit any other persons from conducting such activity upon the Premises.
- 7.4. The Lessee shall keep the Owner informed of any serious event or situation, which is substantially certain to be of media interest; such as non-routine police calls, neighborhood complaints or concerns, and/or activities that could impact the Premises. Notification to the Owner shall be made both via telephone and in writing within two (2) business days of the event.
- 7.5. The Lessee shall at all times provide twenty-four (24) hour per day, seven (7) days per week supervision of the Premises, which shall mean on-call response time of less than thirty (30) minutes. Personnel of the Lessee will inspect the Premises on a weekly basis. The Lessee will provide the Owner (contacts contained in Exhibit B) with telephone numbers of Lessee's employees for on-call immediate response to emergencies that will be staffed twenty-four (24) hours per day.

- 7.6 Lessee will notify Owner immediately, and no longer than one (1) business day, regarding any emergencies or accidents occurring on the property, or damage to the Premises. Lessee will contact Owner's emergency contact(s) in priority order as specified in Exhibit B regarding emergencies and must be done via phone call or face-to-face. Emergencies are sudden, unexpected, or impending situation that may cause injury, loss of life, damage to the property, and/or interference with the normal activities of a person or firm and which, therefore, requires immediate attention and remedial action. Emergencies present, or potentially present, a major or significant safety risk to the tenants of the Premises and/or cost to the Owner. High risk and/or cost emergencies such as fire or flood to the Premises should be reported immediately. Lesser risk and/or cost emergencies should be reported to the Owner the next business day (i.e. damage to wall, etc.).
- 7.7. Lessee is required to provide security for the premises which includes maintaining the security cameras in good working order and notifying the Owner if they need maintenance. Lessee will also employ staff to provide supervision and security services at the site covering twenty-four (24) hours per day; seven days per week.

8. ASSESSMENTS AND UTILITIES

- 8.1. The Premises currently qualify for real estate tax exemption in the County of Spokane. The Owner agrees to make and defend all filings regarding this tax exempt status of the Premises. If for any reason, the Premises no longer qualifies for an exemption from real property taxes and assessments during the term of this Master Lease, any real property taxes and assessments shall be the responsibility of the Owner.
- 8.2. The Lessee shall be responsible for payment of all utilities and public services provided to the Premises during the term of this Master Lease, including, but not limited to water, electricity, natural gas, refuse removal, sewer fees, cable television, internet service, telephone and all similar services, notwithstanding any duty of the Lessee's clients to pay for such services.
- 8.3. If during the term of this Master Lease, it is determined that the Lessee's use of the Premises as described in this Master Lease is not exempt from the requirement to pay leasehold excise tax, then such leasehold excise tax shall be the responsibility of the Owner.

9. SUPPLIES AND INVENTORY

- 9.1. The Lessee shall conduct a physical inventory of the personal property, materials, and equipment used in connection with the Property at the commencement and termination of the Agreement and at the end of each fiscal year. Such inventories shall be maintained with other books, records and documents.

10. LIENS

- 10.1. The Lessee shall keep the Premises free from all liens, including mechanic's liens, arising from any act or omission of Lessee's Parties. The Owner shall have the right to post and maintain on the Premises such notices of non-responsibility as are provided for under the lien laws of the State of Washington.

- 10.2. Except as otherwise provided in this Master Lease, the Lessee shall pay all claims for work done and for services rendered or material furnished to the Premises at the Lessee's request. The Lessee may withhold payment of any claim in which there is a good faith dispute over the obligation to pay so long as the Owner's interest in the Premises is not jeopardized in the Owner's sole judgment and shall notify the Owner in writing of such action.

11. INDEMNIFICATION AND INSURANCE

11.1. Indemnification.

- 11.1.1. The Lessee shall indemnify, defend, and hold harmless the Owner and any of its officers, agents and employees from and against any and all expenses, claims, liabilities, and actions, including reasonable attorney fees, arising from or related to (1) failure of the Lessee or any of its agents, contractor, subcontractors, employees or servants to comply with any of the terms or conditions of this Lease, (2) any injury or damage to any person or property, including death, happening in, on or about the Premises as a result of a negligent act or omission of the Lessee, its agents, contractors, subcontractors or employees, (3) failure of the Lessee to comply with any law and/or regulation of any governmental authority, or (4) any mechanic's lien or security interest filed against the Premises as a result of the Lessee's action(s) or non-action(s).

11.2. Insurance.

- 11.2.1. During the Lease term, Lessee shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Owner as additional insured using an endorsement form acceptable to the Owner, and shall insure Lessee's activities and those of Lessee's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to the Premises with a combined single limit of not less than One Million Dollars (\$1,000,000.00), and a deductible of not more than Fifty Thousand Dollars (\$50,000.00). Tenant's insurance will be primary and noncontributory with any liability insurance carried by Owner.
- 11.2.2. During the Lease term, Lessee shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by the Owner's lender and, if the Premises are situated in a flood plain, flood damage) for all of Lessee's personal property, fixtures and equipment in the amount of their full replacement value, deductibles as follows:
- 11.2.2.1. Earthquake: Five percent (5%)/One Hundred Thousand Dollars (\$100,000.00) minimum;
- 11.2.2.2. Flood: Fifty Thousand Dollars (\$50,000.00); and
- 11.2.2.3. All other perils: Fifty Thousand Dollars (\$50,000.00).

- 11.2.3. The Owner shall cause to be placed and kept in full force and effect, at the Owners cost, a property insurance policy for the Premises insuring against fire and other perils. Insurance coverage shall be in conformance with the bond or other lender covenants relating to the financing of the Premises, if any.
- 11.2.4. Lessee's insurance required under this Section shall be with companies rated A-VII or better in the A.M. Best Key Rating Guide, and which are authorized in the state in which the Premises are located. No insurance policy shall be cancelled except after forty-five (45) days prior written notice, except ten (10) days' notice for nonpayment of premium. Lessee shall deliver to Owner upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Lessee under this Lease. If Lessee fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Owner, Owner may, but shall not be required to, obtain such insurance for Owner's benefit and Lessee shall reimburse Owner for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Lessee hereunder and in the event of non-payment thereof, Owner shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of rent hereunder.
- 11.3. **Waiver of subrogation.** The Owner and Lessee hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

12. QUIET ENJOYMENT, INSPECTION AND ENTRY

- 12.1. The Owner warrants that it has the right to lease the Premises to the Lessee and that it will defend the Lessee's right to quiet enjoyment thereof as against the lawful claims of all persons during the term of this Master Lease and any extensions thereof.
- 12.2. The Owner or the Owner's agent shall have the right to inspect the Premises during normal business hours upon at least ninety-six (96) hours' notice to Lessee, and subject to the rights of the Lessee's clients. The Lessee shall provide applicable notice to any of Lessee's clients. The Owner shall not direct or interfere with the daily management activities of the Premises.

13. REPAIRS, ALTERATIONS, IMPROVEMENTS, AND THIRD PARTY CONTRACTORS

- 13.1. The Owner shall not be required to make any repairs, alterations, additions, or improvements to or upon the Premises prior to commencement of or during the term of this Master Lease, except as expressly provided herein. The Lessee shall maintain the real property in the condition that it is on the date of this Master Lease, subject to reasonable wear and tear. The Lessee shall be responsible for any nonstructural damage to the real property resulting from the actions of the Lessee's clients.
- 13.2. The Lessee shall provide all maintenance and repairs associated with the move-in and move-out of the Lessee's clients.
- 13.3. During the term of this Master Lease or any extension, the Owner shall repair and replace, as necessary, the personal property listed in Exhibit A to the extent that such personal property is damaged, broken, destroyed, or nonfunctioning for any reason. The Owner will complete any repairs to or provide replacements of the personal property listed in Exhibit A within two (2) business days after the Owner is notified by the Lessee that repair or replacement is necessary.
- 13.4. The Lessee shall not alter in any way the structure of the Premises without prior written consent of the Owner and any approved alterations shall remain with the Premises following termination of the Master Lease.
- 13.5. The Lessee shall perform all maintenance and repair activities in a professional workmanship-like manner and shall remove all repair debris from the Premises promptly following repair activities. The Lessee shall not store or place any materials or any obstructions in the common areas of the Premises.
- 13.6. At all times the Lessee shall keep the sidewalks in front of and around the Premises free and clear of ice, snow, rubbish, debris and obstructions. The Lessee shall not permit rubbish, debris, ice or snow to accumulate on the roof of the real property so as to stop up or obstruct gutters or downspouts or cause damage to the roof.
- 13.7. Owner is responsible for landscaping upkeep of the Premises, including the area on the Premises known as the "Scott Street lot", with the legal address of 634 South Scott Street, parcel #35201.5341.
- 13.8. The Lessee shall complete all maintenance and repairs, where responsible as specified in this agreement. For maintenance and repairs requiring a third-party contractor, Lessee must notify the Owner and the Owner will approve Lessee's use of a third party contractor or the Owner will address the maintenance and repair work that is needed.
- 13.9. The Lessee shall be responsible for the costs of the following:
 - 13.9.1. Repair of interior walls, ceilings, doors, windows and related hardware, light fixtures, switches, and any repairs necessitated by the negligence of the Lessee, its agents, employees, and invitees.
 - 13.9.2. Any repairs or alterations required under the Lessee's obligation to comply with laws and regulations in the Lessee's operation of the Premises including, without limitation, those required by any funding source.

- 13.9.3. Snow removal services (a third-party contractor is approved by Owner to be used by Lessee for this purpose).
- 13.9.4. Pest control services (a third-party contractor is approved by Owner to be used by Lessee for this purpose).

14. CAPITAL IMPROVEMENTS/REPLACEMENTS

- 14.1. All requests for structural alterations, additions, capital replacements, and/or capital improvements to the Premises must be submitted to the Owner in writing and approved by the Owner prior to the commencement of such work.
- 14.2. The Owner is responsible for all capital improvements or capital replacements required during the term of this Master Lease.

15. ASSIGNMENT

- 15.1. This Master Lease shall not be assigned by the Lessee without the prior written consent of the Owner, which shall not be unreasonably withheld. Consent to any proposed assignment of this Master Lease shall not be construed as a waiver of the requirement of consent to any future proposed assignment.

16. SUBLEASE

- 16.1. The Owner acknowledges that the Premises will be occupied by clients to whom the Lessee is providing services pursuant to a separate contract agreement. The Lessee shall not enter into any sublease of all or any part of the Premises without the prior written consent of the Owner.

17. DAMAGE AND DESTRUCTION

- 17.1. If the Premises is destroyed or damaged to the extent of twenty-five percent (25%) or more of the replacement value thereof, either party may elect to terminate this Master Lease as of the date of the damage or destruction by notice given to the other party in writing not more than thirty (30) days following the date of damage. In such event all rights and obligations of the Parties shall cease as of the date of termination. In the absence of such election, Owner shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction so as to provide for Lessee usable space equivalent in quantity and character to that before the damage. If Premises is restored, all insurance proceeds shall be paid to the Owner. Work shall commence as soon as reasonably possible and hereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters not under the control of the Owner.

18. EMINENT DOMAIN

- 18.1. Upon a condemnation of more than twenty-five percent (25%) of the floor area of the building Premises, or a condemnation that materially adversely affects the Lessee's ability to use the Premises for the purpose described in this Master Lease, either the Owner or the Lessee may at its option terminate this Master Lease.

19. DEFAULT

- 19.1. The following shall each constitute an event of default by Lessee:
- 19.1.1. Failure of the Lessee to pay any Lease Payment when due or other charge within ten (10) days of receiving written notice from the Owner that such a payment is due.
 - 19.1.2. Failure of the Lessee to comply with any term or condition or fulfill any obligation of this Master Lease (other than the Lease Payment or payments for other charges required to be paid by the Lessee under this Master Lease) within thirty (30) days of receiving written notice from the Owner specifying the nature of the default with reasonable particularity.
 - 19.1.3. Insolvency of the Lessee, assignment by the Lessee for the benefit of creditors; the filing by the Lessee for voluntary petition in bankruptcy; adjudication that the Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of Lessee to secure dismissal of the petition within sixty (60) days after filing; and, attachment of or the levying of execution on the leasehold interest and failure of Lessee to obtain discharge of the attachment or release of the levy of execution within ten (10) days.
 - 19.1.4. Default by the Lessee under the contract agreement for services, after notice and opportunity to cure the default as provided in the contract agreement for services.

20. REMEDIES

- 20.1. Upon default, the Owner may exercise one (1) or more of the following remedies in addition to any other remedies permitted or provided for by applicable law:
- 20.1. Retake possession, using summary proceedings if necessary;
 - 20.2. Recover unpaid damages, including cost of repairs and reasonable attorney's fees, at trial and on any appeal. The Owner may sue periodically for damages as they accrue without barring a later action for further damages. The Owner may in one (1) action recover accrued damages plus damages attributable to the remaining term of the Master Lease; and
 - 20.3. Perform any obligations to secure the Lessee's default and recover the cost from the Lessee, plus interest at an annual interest rate of prime rate plus two percent (2%).

21. TERMINATION

- 21.1. **Termination with Good Cause.** The Lessee may, with good cause, give the Owner notice of termination of this Master Lease. In the event that the Owner fails to remedy such cause within a reasonable time, the Lessee will not be responsible for future lease obligations thereafter accruing, but shall remain liable for all lease obligations accruing prior to termination of this Master Lease.

- 21.2. **Termination for Convenience.** The Owner may terminate this Agreement in whole or in part for convenience by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Agreement for convenience by giving the Owner at least thirty (30) calendar days' written notice addressed to the Owner contact person (or to his or her successor) listed on the first page of this Agreement

22. SURRENDER ON TERMINATION

- 22.1. Upon expiration of the term of this Master Lease or its earlier termination, the Lessee shall deliver all keys to the Owner and quietly surrender the Premises in the same condition as at the beginning of this Master Lease, reasonable wear and tear excepted, and broom clean. Alterations constructed by the Lessee with permission from the Owner shall not be removed or restored to the original condition unless the terms of permission for alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored, but all repair and maintenance for which the Lessee is responsible shall be completed to the latest practical date prior to surrender.
- 22.2. Upon termination of this Master Lease, the Lessee will immediately deliver to Owner all books, records and documents maintained by it pursuant to this Master Lease and do all that is reasonably necessary to facilitate the orderly transition of management of the Premises.

23. OPERATION IN ACCORDANCE WITH CONTRACT AGREEMENT FOR SERVICES

- 23.1. The Lessee shall adhere to all published and agreed upon requirements and guidelines established in the contract agreement for services as they pertain to the management and operation and provision of housing services to the individuals housed and served on the Premises including the maintenance of timely and accurate tenant records.

24. MISCELLANEOUS PROVISIONS - NOTICES

- 24.1. Any notice under this Master Lease shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as first class mail directed to the following addresses or to such other addresses as either party may specify from time to time by notice to the other party:

If to Owner: Assistant Director

Spokane County Community Services, Housing,
and Community Development Department
312 W 4th Avenue, 4th Floor
Spokane, WA 99204

With copy to: Director

Spokane County Community Services, Housing and Community
Development Department
312 W. 8th Avenue, 4th Floor
Spokane, WA 99204

If to Lessee: Vice President

Pioneer Human Services
Housing, Real Estate and Facilities
7440 W. Marginal Way S.
Seattle, WA 98108

IN WITNESS WHEREOF; THE Parties have executed this Master Lease, effective as of the day and year first written above.

FOR OWNER:

PASSED AND ADOPTED this 16th day of October, 2018.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

Josh Kerns
Josh Kerns, Chair

Mary E. Kuney
Mary Kuney, Vice-Chair

Al French
Al French, Commissioner

FOR LESSEE:

DATE: Sept. 27, 2018

Pioneer Human Services

Karen Lee
Signature

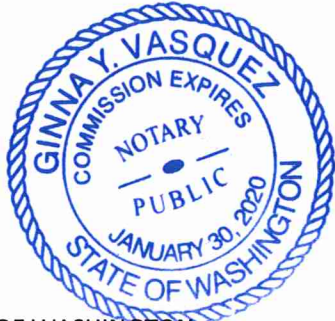
KAREN LEE
Printed Name

CEO
Title

STATE OF WASHINGTON)
) ss.
 COUNTY OF Spokane)

On this 16th day of October, 2018, before me, a Notary Public in and for the State of Washington, personally appeared Joshua Kenneth French, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the BOCC of SPOKANE COUNTY COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT (CSHCD) Department to be the free and voluntary act and deed of said their for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ginna Y. Vasquez
 NOTARY PUBLIC in and for the State of Washington,
 residing at Spokane
 My appointment expires 1.30.20
 Print Name Ginna Y. Vasquez

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this 27th day of SEPTEMBER, 2018, before me, a Notary Public in and for the State of Washington, personally appeared KAREN LEE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the CEO of PIONEER HUMAN SERVICES to be the free and voluntary act and deed of said nonprofit corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Vicki L. Rush
 NOTARY PUBLIC in and for the State of Washington,
 residing at SEATTLE, WA
 My appointment expires 04-09-2022
 Print Name VICKI L. RUSH

EXHIBIT A**DESCRIPTION OF PREMISES, FIXTURES AND INCLUDED PERSONAL PROPERTY:**

Common Name of Premises: The Phoenix Apartments

Description of Premises: 40 Unit Residential Building

Common Address of Premises: 704 East Hartson Avenue
Spokane, Washington 99202

Legal Description of Premises: Highland Park Hartson's Addition
Lot 9, Block 3
Except East 45 feet thereof
City and County of Spokane
State of Washington

Description of Fixtures:

Description of Personal Property: For each resident room: One (1) stove,
one (1) refrigerator, one (1) bed frame, one (1) box spring,
and one (1) mattress.
For the common room: One (1) television
with wall attachment and remote
For each of the two (2) laundry rooms*: One (1) washer
and one (1) dryer

*Owner may elect at their discretion to replace laundry equipment
with third-party vendor leased laundry equipment at any time during
the contract period at Owner's expense.

EXHIBIT B

EMERGENCY CONTACTS IN PRIORITY ORDER (CSHCD & Spokane County):

CSHCD Facilities Contact:

Office (509) 477-4531; Cell (509) 280-2321

CSHCD Assistant Director:

Office (509) 477-4510; Cell (509) 818-4479

CSHCD Director:

Office (509) 477-7561; Cell (509) 385-1686

Spokane County Senior Facilities Manager:

Office (509) 477-2292; Cell (360) 393-0191

SPOKANE COUNTY PURCHASING PRE-APPROVAL CONTACT INFORMATION:

CSHCD Facilities Contact:

Office (509) 477-4531; Cell (509) 280-2321

CSHCD Fiscal Operations Manager (or assigned designee):

Office (509) 477-7560; Cell (509) 710-3980

CSHCD Assistant Director:

Office (509) 477-4510; Cell (509) 818-4479

CSHCD Director:

Office (509) 477-7561; Cell (509) 385-1686