



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 28, 2013

Ordinance 17517

Proposed No. 2013-0011.2

Sponsors McDermott and Dunn

1 AN ORDINANCE approving a new public health clinic
2 lease to provide continuing public health services in the
3 Renton area.

4 BE IT ORDAINED BY THE COUNCIL OF KINGCOUNTY:

5 SECTION 1. Findings:

6 A. The King County department of public health provides essential public health
7 services in the area of the city of Renton.

8 B. Public health - Seattle & King County, has determined that significant
9 operational efficiencies and service enhancements can be achieved by relocating its
10 existing clinic in Renton to the Renton Technical College campus.

11 C. The King County executive has negotiated a new lease for a King County
12 public health clinic in the Renton area.

13 D. The King County executive is authorized to lease real property for use by the
14 county as provided in K.C.C. 4.56.186 and consistent with the provisions of K.C.C.
15 4.04.040 requiring approval by ordinance of any lease with a cumulative term of two
16 years. The subject lease provides an initial term of ten years.

17 SECTION 2. The King County executive is hereby authorized to execute the
18 lease in substantially similar form as provided in Attachment A to this ordinance and all

19 actions up to now taken by county officials, agents and employees consistent with the
20 terms and conditions of the lease agreement are hereby ratified, confirmed and approved.

21 SECTION 3. If any one or more of the covenants or agreements provided in this
22 ordinance to be performed on the part of the county is declared by any court of competent
23 jurisdiction to be contrary to law, then such a covenant or covenants, agreement or
24 agreements are null and void and shall be deemed separable from the remaining
25 covenants and agreements of this ordinance and in no way affect the validity of the other
26 provisions of this ordinance or of the lease.

27 SECTION 4. A new public health clinic lease to provide continuing public health

28 services in the Renton area is hereby approved in substantially similar form to that of
29 Attachment A to this ordinance.
30

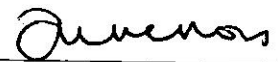
Ordinance 17517 was introduced on 1/14/2013 and passed by the Metropolitan King County Council on 1/28/2013, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Dunn and Mr. McDermott
No: 0
Excused: 0

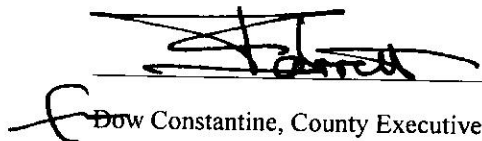
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 1 day of February, 2013.


Dow Constantine, County Executive

RECEIVED
COUNCIL CLERK
FEB 28 2013

Attachments: A. Lease Agreement, dated 1-11-13



Renton Technical College

LEASE AGREEMENT

1. This LEASE, made and entered into between, Renton Technical College, acting under a delegation of authority by the Department of Enterprise Services, in accordance with RCW 43.82.010 for its administrators, successors, and assigns, hereinafter called the Lessor, and King County, a political subdivision of the State of Washington whose address is c/o Real Estate Services Section, 800 King County Administration Building, 500 Fourth Avenue, Seattle, Washington 98104, called the Lessee:

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Director of the Department of Enterprise Services is also granted authority to delegate the leasing function to agencies;

WHEREAS, the Director has so delegated the authority for this Lease;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease for the purpose of developing a public health clinic;

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

2. The Lessor hereby leases to the Lessee the following described Premises:

Legal Description: As described in Exhibit A and depicted in Exhibit B

Common Street Address: 3000 NE 4th Street, Renton, WA 98056
Building M, approximately 8,939 sq. feet, BOMA

Prior to commencement of this Lease, Lessor shall have the area of the Premises certified by Lessor's architect based on BOMA specifications for gross area.

LEASE TERM

3. TO HAVE AND TO HOLD the Premises with their appurtenances for the term starting on the Commencement Date, as provided below, and expiring ten (10) years thereafter.

Lessee shall have the right of early possession of the Premises for the purpose of Lessee's completion of construction of Tenant Improvements and installation of furniture, fixtures and equipment, at Lessee's sole cost and expense. Said early possession shall be subject to all of the terms and conditions of this Lease except for the obligation to pay rent.

The Commencement Date of this Lease shall be the later of: (i) the date that Tenant Improvements to the Premises are Substantially Complete or (ii) September 1, 2013. Substantial Completion shall be defined as the date of Lessor's procurement of a valid Certificate of Occupancy permitting Lessee full use of the Premises.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the Premises at a base rate of \$16.00 per sq. ft. for the first and second year of the Term with rent abatement in the first year of the Term as shown below. Rent shall escalate 2.5% per annum in each subsequent year of the Lease Term. Rent includes all repairs and maintenance expense including utilities and janitorial service (as described in exhibit D) except for specialized medical waste disposal and communications. Rent shall be paid on or before the fifth (5th) of each month. Lessor shall pay all real estate taxes and property assessments, if applicable.

Months	Rate*	Rent per Month	Rent per Year
1-5	-	\$0	
6	-	\$4,774.98	
7-12	\$16.00	\$11,918.67	\$76,287.00
13-24	\$16.00	\$11,918.67	\$143,024.00
25-36	\$16.40	\$12,216.63	\$146,599.60
37-48	\$16.81	\$12,522.05	\$150,264.59
49-60	\$17.23	\$12,834.91	\$154,018.97
61-72	\$17.66	\$13,155.23	\$157,862.74
73-84	\$18.10	\$13,482.99	\$161,795.90
85-96	\$18.55	\$13,818.20	\$165,818.45
97-108	\$19.01	\$14,160.87	\$169,930.39
109-120	\$19.49	\$14,518.43	\$174,221.11

*Rate is per square foot

LATE CHARGE

5. If any payment under this Lease is not received by Lessor by the due date, Lessor may add interest of one percent (1%) per month, or fraction thereof, per RCW 43.17.240, for all amounts owed (including insufficient fund charges) until paid in full. There shall be an additional charge of \$30.00 for any check returned for insufficient funds. Interest shall be compounded monthly and added to all amounts until account is current.

USE OF PREMISES

6. The Premises shall only be used by the Lessee for the following purposes: a public health general medical clinic and/or office purposes.

No other use shall be permitted without the prior written approval of the Lessor, at its sole discretion. No pets or other animals shall be kept, housed, or brought into the Premises for any purpose with the exception of guide dogs and service animals, as required by employees and visitors, and dogs required for law enforcement or security purposes. Lessee shall comply with chapter 70.160 RCW and Executive Order 88-06, and no smoking shall be permitted in the building, on the Premises, or within 25 feet of an entrance or opening to the building. Lessee agrees to keep the Premises in as good order, condition, and repair as when the same was entered upon, ordinary wear excepted. Furthermore, in using these Premises, it is expressly agreed that Lessee shall comply with all applicable federal, state and local laws, ordinances, regulations and environmental requirements including Renton Technical College policies as applicable. Lessee hereby agrees to hold Lessor harmless from claims or suits resulting from Lessee's failure to comply with such requirements.

PARKING

7. Lessor shall provide Lessee with parking based on the ratio of no less than 5.0 parking stalls per 1,000/RSF leased at no cost to Lessee. Furthermore, as part of the Tenant Improvements Lessor shall cut curbs, pave and otherwise

prepare a portion of the exterior grounds, currently used as a fenced playground area, to develop a secure parking area for designated County cars, subject to reasonable Lessor and municipal approval. There will be no additional cost to Lessee for the exclusive use of this designated parking area.

SIGNAGE

8. Lessor shall include, on the campus central directory, the Lessee's name and location of the Clinic. The building directory signage shall be at Lessor's cost. Lessor retains the right to place "For Rent" signs in a conspicuous place on the Premises for up to one hundred and eighty days (180) prior to Lessee vacating the Premises.

Lessee, at its sole cost, shall be allowed to (i) install an exterior sign up to the maximum permissible size on the façade of the Building and (ii) install any other directional signs subject to reasonable Lessor and municipal approval. Lessee shall maintain all signs in good condition and repair at all times, and all signs must comply with all federal, state and local laws, codes, regulations and ordinances, and with the terms of this Lease Agreement.

MAINTENANCE, REPAIR AND RIGHT TO ACCESS

9. The Lessor shall maintain the Premises in good repair and tenantable condition during the term of this Lease, except in case of damage caused by the Lessee's clients, agents or employees. For the purposes of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs to the building. Lessor reserves the right to show the premises to third parties at reasonable times if the Lessee provides Lessor with a notice of termination or cancellation of this Lease Agreement.

ALTERATIONS

10. During the Term of this Lease, Lessee shall have the right to make alterations and construct or install improvements, additions and structures in or upon the Premises subject to Lessor's prior written approval, which shall not be unreasonably withheld. Lessee shall complete and submit its request in writing to Lessor for approval and any such request must include proposed plans and specifications developed at Lessee's sole cost and expense. Said alterations shall be limited by the building's utility systems' capacity and structural capability and shall also be limited to appropriate and prudent uses and occupancy, as reasonably determined by Lessor. The Lessor shall have the first right to provide such services at a cost not to exceed the cost that the subject services may be obtained on the open market. At Lessor's option, Lessee shall remove said alterations upon expiration or earlier termination of the Lease, at Lessee's sole cost and expense.

If required by state law, the Lessee shall pay the prevailing rate of wage to all workers, laborers or mechanics employed to perform such services as well as comply with the rules and regulations of the Department of Labor and Industries. In providing said alterations, Lessee agrees to comply with all applicable local, state and federal regulations including but not limited to, compliance with building code, public works requirements and obtaining appropriate permits and inspections. Lessee agrees to provide Lessor with all information regarding the full cost of any such alterations which require the payment of Leasehold Excise Tax under RCW 82.29A.020(2)(a).

FIXTURES

11. Lessee reserves the right to install in or upon the Premises such equipment as is customarily used in the type of business conducted by Lessee, subject to Lessor's prior written approval, which shall not be unreasonably withheld, and subject to said equipment meeting current Washington State Energy Code (Chapter 51-11 WAC) and International Building Code requirements, and complying with the Governor's Executive Orders on facility sustainability and energy usage (e.g. 05-01, Establishing Sustainability and Efficiency Goals for State Operations; 94-01, Implementing the Washington Energy Strategy; 79-02, Energy Conservation; and 74-16, State-Wide Energy Conservation Program). Lessee reserves the right to remove from the Premises all such equipment and all other property of the Lessee, subject to repairing any damage to the Premises occasioned by the removal thereof, at the termination of this Lease. At Lessor's option, Lessee shall remove said equipment and all other property of the Lessee upon termination of this Lease, at Lessee's sole cost and expense.

TENANT IMPROVEMENTS

12. Lessor shall deliver the Premises on a "turnkey" basis including all Tenant Improvements required by Lessee and described in the Work Letter Agreement attached to this Lease as Exhibit C. Tenant Improvements shall include all costs associated with the construction of Tenant Improvements including, but not limited to, initial HVAC balancing, electrical distribution, architectural fees, construction management fees, and code compliance issues, if any. Lessor shall contract for and manage all design and construction of Tenant Improvements subject to Lessee's review and approval of architect selection, space planning, construction plans and the total cost of Tenant Improvements. Lessor shall cause state prevailing wages to be paid for construction services.

Lessor shall deliver the Premises with all systems in good working condition. Lessee shall pay all approved Lessee Improvement costs including space planning, design, construction drawings and specifications, permits, project management and other construction related costs. Lessor shall forward invoices for approved Lessee Improvement costs for payment by Lessee on a monthly basis as bills are presented by vendors. Lessee agrees to assign a Project Manager to coordinate and approve design and construction plans and invoices.

ASSIGNMENT/SUBLEASE

13. The Lessee shall not assign, nor sublet the Premises without first obtaining Lessor's written consent which shall not be unreasonably withheld. When such assignment is permitted by Lessor, all assignees assume, in full, the rights and obligations of the Lessee under this Lease Agreement.

RENEWAL/CANCELLATION

14. The Lessee shall have two (2) five (5) year options to extend the Lease Term, subject to providing Lessor at least one hundred eighty (180) days prior written notice. The extended Term(s) shall be subject to all of the terms and conditions of this Lease except for rent which shall be at the then existing fair market rent as reasonably negotiated between the parties. Renegotiation will include an upward adjustment in the rate per square foot. Escalation of 2.5% per year can be anticipated.

It is mutually understood and agreed by and between the Lessor and the Lessee that this Lease may be canceled and terminated by Lessee on or after the sixth month of its initial term or any extended term provided that written notice of such cancellation and termination shall have been given at least one hundred eighty (180) days prior to the effective date thereof, in which event rent shall be prorated to the date of termination.

MONTH TO MONTH

15. If Lessee remains in possession of the Premises after the expiration or termination of this Lease, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During the first sixty (60) days of such tenancy, rent shall be payable at the then existing rental rate. Thereafter, rent shall be paid by Lessee at a rate not to exceed 120% of the existing rent. If tenancy is deemed month-to-month, Lessee agrees to be bound by all other terms and conditions of this Lease Agreement.

DISASTER

16. Lessor reserves the right to limit Lessee's access to the Premises during natural disasters, fire, or any other cause as necessary for Lessee's health and safety. In the event the Premises are destroyed or damaged by natural disaster, fire, or any other cause so as to render the Premises totally unfit for occupancy, the Lessee may terminate this Lease 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 causes, the rent herein agreed to be paid shall be abated from the time or occurrence of such destruction or damage until the Premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment 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. When restoring the Premises, Lessor shall have no duty to rebuild or replace any fixtures, improvements or alterations made by the Lessee.

NO GUARANTEES

17. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessor unless endorsed herein in writing. And it is further understood that the Lessor, a state agency, is acting in compliance with a delegated authority from the Department of Enterprise Services in accordance with 43.82.010.

BINDING AUTHORITY

18. It is further understood that this Lease shall not be valid and binding upon Renton Technical College unless signed by the Lessor's President or designee and approved as to form by the Office of the Attorney General. Any amendment or modification of this Lease must be in writing and signed by both parties.

HAZARDOUS SUBSTANCES

19. Lessee shall not keep on or about the Premises, for use, disposal, treatment, generation, storage or sale any substances which are hazardous, toxic, harmful or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to herein as "hazardous substances"). Lessee shall be fully liable to the Lessor, and shall indemnify, defend and hold harmless the Lessor and its officials and employees, with respect to any and all damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, disposal, generation, storage, or sale of hazardous substances or that of Lessee's employees, agents, or invitees. Breach of this provision shall entitle Lessor to terminate this Lease. This provision shall not apply to properly stored cleaning supplies such as ammonia-based cleaners nor to office supplies such as copy machine toner.

REIMBURSEMENT FOR DAMAGE TO PREMISES

20. The Lessee hereby agrees to reimburse the Lessor for damages caused by its employees, contractors, licensees, invitees, clients and agents. In no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs as set forth in the preceding paragraphs of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

HOLD HARMLESS

21. Lessee, its successors or assigns, will protect, save and hold harmless the Lessor, to the extent provided by law, 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 Lease. The Lessee further agrees to defend the Lessor, 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 Lease. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Lessor 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 Lessor, its agents or employees, and (b) the Lessee, 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 Lessee or Lessee's agents or employees. The foregoing indemnity covers actions brought by Lessee's own employees and it is specifically and expressly intended to constitute a waiver of Lessee's immunity, as respects the Lessor only, under Washington's Industrial Insurance Act, RCW Title 51, only to the extent necessary to provide Lessor with a full and complete indemnity from claims made by Lessee's employees, to the extent provided herein. Lessee shall promptly notify Lessor of casualties or accidents occurring in or about the Premises. LESSOR AND LESSEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 21 WAS SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

CAPTIONS

22. 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.

NOTICES

23. Wherever in this Lease 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.

LESSOR: Melinda Merrell
Vice President for Administration & Finance
Renton Technical College
3000 NE 4th Street
Renton, WA 98056

LESSEE: King County
c/o Real Estate Services Section
ADM-ES-0830
800 Fourth Avenue, Room 830
Seattle, WA 98104-2337

ACCEPTANCE OF PREMISES

24. It is understood and agreed that the Lessee accepts the Premises in its present condition and accepts all risk of injury to persons or damage to property resulting from, or arising out of, the condition of the Premises. This acceptance includes knowledge that the Premises may not meet the requirements set forth in the American's with Disabilities Act (ADA). If at any time during the Term of this Lease, Lessee reasonably determines that barriers to the disabled existing in the Premises must be eliminated, Lessee shall so notify the Lessor in writing. Lessor and Lessee shall endeavor to arrive at a mutually satisfactory agreement for accomplishing necessary alterations within thirty (30) days of said written notice. If Lessor and Lessee cannot arrive at a mutually satisfactory agreement, Lessee shall have the option to terminate this lease by giving at least sixty (60) days prior written notice, in which event rent shall be prorated to the date of termination.

INSURANCE

25. The Lessor acknowledges, accepts, and agrees that the Lessee is self-insured and Lessee will provide proof of such self-insurance upon the request of the Lessor.

SURRENDER

26. Upon termination or expiration of this Lease, the Lessee shall surrender the Premises to the Lessor and promptly surrender and deliver to the Lessor, all keys that it may have to any and all parts of the Premises. The Premises shall be surrendered to the Lessor in as good of a condition as they were at the date of execution of this Lease, except for the effects of reasonable wear and tear, and alterations and repairs made with the written consent of the Lessor.

Structural and leasehold improvements shall not be removed. In the event of termination, the Lessee shall have thirty (30) days to complete removal of its property and fixtures from the Premises. In no event shall the Lessee make any claim or demand upon the Lessor for, nor shall the Lessor be liable for, any inconvenience, annoyance, disturbance, or loss of business or any other damages suffered by the Lessee arising out of such removal operation or the required relinquishment of capital improvements in and to the Premises nor the cost for such improvements.

In the event that, after termination or expiration of this Lease, the Lessee has not removed its property and fixtures within thirty (30) days, the Lessor may, but need not, remove said property and hold it for the owners thereof, or place the

same in storage, all at the expense and risk of the owners thereof, and the Lessee shall reimburse the Lessor for any expense incurred by the Lessor in connection with such removal and storage.

LIENS

27. Lessee shall keep the Premises free and clear of all liens and encumbrances by any work, labor, service, or materials performed or supplied to Lessee. If any such lien is filed, Lessee shall cause such lien to be discharged within thirty (30) days from the date of filing.

ADDITIONAL LEASE PROVISIONS

28. **Governing Law.** This Lease Agreement shall be governed by the laws of the State of Washington.

29. **Disputes.** In the event that a dispute arises under this Lease, it shall be determined by a three-member dispute board in the following manner: Each party to this Lease shall appoint a member to the dispute board. The members so appointed shall jointly appoint a third member to the dispute board. The dispute board shall evaluate the facts, Lease terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto.

30. **Severability.** If any provisions of this Lease or its application to any person or circumstance are held invalid, such invalidity shall not affect the remainder of the Lease.

31. **Non-Waiver.** A failure by either party to exercise its rights under this Lease Agreement shall not constitute waiver of any other rights under this Lease Agreement. Waiver of any default or breach shall not be deemed to be a waiver of subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Lease Agreement, unless stated to be such in writing and signed by both Parties.

32. **Entire Agreement.** This Lease Agreement contains the entire and integrated agreement of the Parties and may not be modified except in writing, signed and acknowledged by both Parties.

33. **Courteous Customer Service.** The Lessee recognizes that although it is operating its facilities as an independent operator, the Lessor is organized and exists for the purpose of providing education to the general public. The Lessee, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the Lessor.

34. **Sale of Renton Public Health Building.** Lessee is the owner of the Renton Public Health Center located at 3001 NE Fourth Street, Renton, WA (the "Property"). Lessee shall provide Lessor with a right of first offer pursuant to the provisions of that certain Right of First Offer Agreement and attached hereto as Exhibit E.

IN WITNESS WHEREOF, the parties subscribe their names.

LESSEE:

King County

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

LESSOR:

**State of Washington,
State Board for Community and Technical Colleges,
Renton Technical College,
Acting under a Delegation of
Authority by the Department of Enterprise Services**

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

RENTON VOCATIONAL-TECHNICAL INSTITUTE

LEGAL DISCRIPTION

Blocks 16A, 17, 18, 19, and 20 of the Plat of Renton Highlands No. 2, Renton, Washington, according to the plat thereof, recorded in Volume 57 of Plats, pages 92 to 98 inclusive, Records of King County, Washington together with vacated streets.

EXHIBIT B

DEPICTION

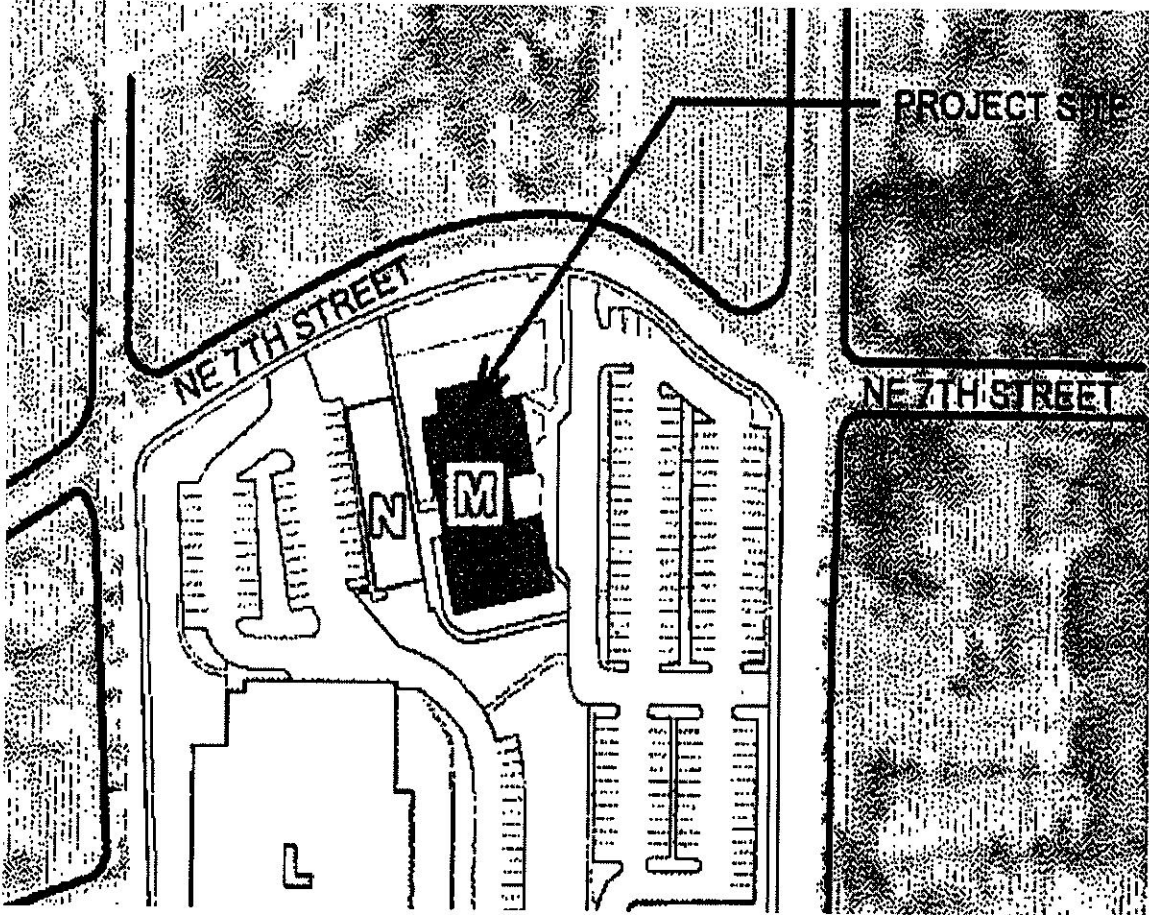


EXHIBIT C

WORKLETTER AGREEMENT

This **WORKLETTER** is attached to and made a part of that certain Lease Agreement (the "**Lease**") between Renton Technical College, acting under a delegation of authority by the Department of Enterprise Services, in accordance with RCW 43.82.010 for its administrators, successors, and assigns, hereinafter called the Lessor, and King County, a political subdivision of the State of Washington, hereinafter called the Lessee:

The purpose of this Workletter is to set forth how the initial Tenant improvements to the Premises are to be constructed and designed, who will be responsible for constructing and designing the initial Tenant improvements, and who will pay for the initial Tenant Improvements. Lessor and Lessee agree as follows:

1. **Defined Terms.** Unless the context otherwise requires, terms used in this Workletter shall have the same meaning as such terms in the Lease. The following capitalized terms shall have the meanings set forth below.

"**Architect**" means Lessor's contract architect, Stemper Architects, in consultation with Buffalo Design under contract with Lessor or Lessor's architect, as approved by Lessee.

"**Budget**" has the meaning set forth in Paragraph 3 of this Workletter.

"**Building Standard**" means the standard materials, finishes and workmanship to be used in the design, construction and installation of Tenant improvements in the Building.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which United States national banks in Seattle, Washington are authorized or required by law to be closed for business.

"**Construction Contract**" means the contract between Lessor and Contractor for the construction and installation of the Tenant Improvements.

"**Contractor**" means the general contractor selected by Lessor and approved by Lessee for purposes of completing the Tenant Improvements.

"**Costs of the Work**" means all costs of completing the Work, including the Contractor's fees, sales taxes, utilities, and all other reasonable costs incurred by Lessor in connection with the construction of the Tenant Improvements.

"**Lessee Delay**" means any delay that Lessor may encounter in the performance of the Work as a result of (i) delays resulting from changes in or additions to the Interior Drawings which are requested by Lessee after the Interior Drawings have been approved pursuant to Paragraph 2 below, or any changes to the Budget or the Work Schedule after the Budget and the Work Schedule have been approved pursuant to Paragraph 3 below; (ii) delays by Lessee in the timely submission of information (including its approval of the Interior Drawings, the Budget or the Work Schedule) within the time periods provided for in this Workletter, or the giving of authorizations or approvals within any time limits set forth in this Workletter or the Work Schedule; (iii) delays due to the postponement of any of the Work at the request of Lessee; or (iv) delays otherwise attributable to the acts or omissions of Lessee or its employees, agents or contractors.

"**Lessee's Representative**" means the individual designated by Lessee as its Tenant improvement representative pursuant to Paragraph 8 of this Workletter.

"**Preliminary Budget**" means the preliminary budget for the Work attached hereto as Exhibit F which shall be the basis for the preparation of the Budget.

"Preliminary Space Plan" means the space plan attached hereto as Exhibit G which shall be the basis for the preparation of the Interior Drawings.

"Interior Drawings" means all plans, specifications and drawings necessary to construct the Tenant Improvements to the Premises, which shall include all construction documents, and mechanical, electrical and plumbing drawings necessary to construct the Tenant Improvements, which Interior Drawings shall be prepared, subject to Lessee's approval, in accordance with Paragraph 2 of this Workletter.

"Substantially Complete" and **"Substantial Completion"** mean the Work is complete to the extent that Lessee may reasonably use and occupy the Premises for the purpose for which the same were intended, subject to minor details of construction and mechanical adjustments that remain to be completed by Lessor, as evidenced by issuance of a Standard AIA Certificate of Substantial Completion executed by the Architect and issuance of a certificate of occupancy (or other governmental approval permitting the occupancy of the Premises by Lessee) by the local governmental authority.

"Tenant Improvements" means those certain initial improvements to the Premises described in the Interior Drawings as the same may be modified pursuant to Paragraph 6 below, including all items of Work, labor and materials, that are utilized directly or indirectly in altering, repairing, improving, adding to, modifying or otherwise changing the Premises.

"Tenant Improvement Options and Alternatives" means those certain additional Tenant Improvements to the Premises described and priced in the Preliminary Budget and subsequently included in the approved Interior Drawings and the approved Budget, subject to reimbursement by Lessee to Lessor.

"Work" means the design, permitting and construction of the Tenant Improvements in accordance with the Interior Drawings.

"Work Schedule" has the meaning set forth in Paragraph 3 of this Workletter.

2. Preparation and Approval of Interior Drawings. Lessor and Lessee have approved the Preliminary Space Plan. Promptly after the full execution of the Lease, Lessor and Lessee will meet with Architect and Contractor to prepare the Interior Drawings based on the Preliminary Space Plan. Lessee agrees to provide Architect with such information as Architect may request so that Architect can prepare the Interior Drawings. The Interior Drawings shall be prepared by Architect and submitted to Lessee and Lessor for their review and approval. Lessee shall have ten (10) Business Days after receiving the Interior Drawings to approve the Interior Drawings, or disapprove them and provide Lessor and Architect with its comments. Upon receipt of Lessee's comments, Lessor will cause Architect to revise the Interior Drawings and resubmit the Interior Drawings to Lessee and Lessor. Lessee shall have five (5) Business Days after receiving the revised Interior Drawings to either approve the revised Interior Drawings, or disapprove the revised Interior Drawings and provide Lessor with its comments. The process outlined in the preceding two sentences shall be repeated until Lessor and Lessee have mutually agreed on the Interior Drawings. Lessee will pay all costs and charges of Architect in connection with the Work including preparing and revising the Interior Drawings.

3. Construction of Tenant Improvements.

(a) Lessor and Lessee have approved the Preliminary Budget. Promptly after the full execution of the Lease and prior to executing the Construction Contract, Lessor will provide Lessee for Lessee's approval, which approval will not be unreasonably withheld, delayed or conditioned, (i) a proposed final budget for the total Costs of the Work (the "**Budget**"), and (ii) a schedule for the commencement and completion of the Work (the "**Work Schedule**"). Lessee shall have five (5) Business Days after receiving the Budget and the Work Schedule to notify Lessor of its approval or disapproval of the Budget and the Work Schedule. If Lessee does not approve the Budget or the Work Schedule, Lessor and Lessee will promptly meet with Architect and Contractor for the purpose of "value engineering" with respect to the Work. The parties will collaborate in good faith to reduce the scope of Work in order to complete the Work within the approved Budget. The process outlined in the preceding two sentences shall be repeated until Lessor and Lessee have mutually agreed on the Budget and the Work Schedule. Once the Budget and the Work Schedule have been approved by Lessor and Lessee, Lessor will enter into the

Construction Contract with Contractor and will cause the Tenant Improvements to be constructed in accordance with the Interior Drawings, as the same may be revised in accordance with Paragraph 5 below.

4. Amounts Payable by Lessee. Lessee shall pay all approved tenant improvement costs including space planning, design, construction drawings and specifications, permits, project management and other construction related costs. Lessor shall forward invoices for approved tenant improvement costs for payment by Lessee on a monthly basis as bills are presented by vendors. In no event shall the Budget and Lessee's payment to Lessor for approved costs of Tenant Improvements, as provided herein, exceed \$1,984,249.

5. Acceptance of the Premises; Effect of Lessee Delays.

(a) Lessor will notify Lessee when the Tenant Improvements are Substantially Complete. Within three (3) Business Days after receiving such notice, and prior to move-in of any furniture, fixtures or equipment, Lessee shall inspect the Premises for any deficiencies in the Work. A "punchlist" of all the deficiencies in the Work shall be prepared and agreed upon by both Lessor and Lessee. Lessor will correct defective items stated in the punchlist which are the responsibility of Lessor or the Contractor. If Lessee does not so provide Lessor with a punchlist prior to occupying the Premises, Lessee shall be deemed to have accepted the Premises and the Tenant Improvements in their then present condition, except for latent defects not reasonably discoverable upon an inspection of the Premises. The existence of minor punchlist items shall not postpone the Commencement Date of the Lease or result in a delay or abatement of Lessee's obligation to pay rent or give rise to a damage claim against Lessor. Lessor agrees to complete all punchlist items which are Lessor's or the Contractor's responsibility within thirty (30) days after receiving the final punchlist (or longer if reasonably necessary subject to Lessor's prompt initiation of the completion of said punchlist items and continuing good faith efforts to expeditiously and continuously complete said punchlist items).

(b) If Substantial Completion of the Tenant Improvements is delayed because of a Lessee Delay, then Lessee's obligation to pay rent under the Lease and the Lease Term shall commence on the date the Premises would have been Substantially Complete except for the Lessee Delay, as reasonably determined by Architect.

6. Changes in Work. Lessee shall have the right to request, in writing, changes to the Interior Drawings and to the Work, subject to Lessor's reasonable prior approval. Lessor shall notify Lessee in writing of any additional costs and any construction delays attributable to such change and whether or not Lessor approves or disapproves of the requested change. Lessor may condition its approval of any change on receipt of written confirmation from Lessee within five (5) Business Days after receiving Lessor's notice, that Lessee will pay the additional cost of making the change and any costs Lessor will incur as a result of any delays, which payment shall be made in the manner prescribed in Section 4 herein. If Lessee fails to deliver Lessor written notice that it still desires the requested change within such five (5) Business Day period, Lessee shall be deemed to have withdrawn its request for the change.

7. Early Entry. With Lessor's prior written approval, Lessee and Lessee's contractors shall have the privilege of entering into the Premises prior to the Substantial Completion of the Tenant Improvements for purposes of cable, telephone and furniture installation; provided that such entry or work does not interfere with the construction of the Tenant Improvements by Contractor. All of the terms and provisions of the Lease shall be applicable upon such early entry, except for those provisions applicable to the commencement of the Lease Term, acceptance of the Premises and the payment of Rent. Lessee shall be responsible for any damages to the Building or the Premises caused by Lessee or Contractor as a result of such early entry.

8. Tenant Improvement Representative. Prior to the commencement of the Work, Lessee shall designate in writing one individual who shall be the Lessee's Representative during the Work. Except as provided herein, Lessor and Contractor shall be entitled to rely on the decisions of such person regarding the Work (and the decisions of such person shall be binding upon Lessee) until Lessor and Contractor have received written notice from Lessee that such person's authority has been revoked. Lessee's approval of the final Budget, the Work Schedule and change orders, as provided herein, shall be provided in writing by Lessee's Manager of Real Estate Services, Steve Salyer, or his designee.

9. Disputes. Any dispute or disagreement between the parties regarding the terms of this Workletter, including the amounts due from Lessee pursuant to this Workletter, shall be resolved pursuant to Section 29 of the Lease.

10. Additional Provisions. This Workletter sets forth the entire agreement of Lessor and Lessee with respect to the completion of the Work. Neither this Workletter nor any of the provisions contained in this Workletter may be changed or waived, except by a written instrument signed by both parties. To the extent any of the terms or conditions of this Workletter conflict with any of the terms or conditions of the Lease, this Workletter shall control.

EXHIBIT D

JANITORIAL SCOPE OF SERVICE

1. Office Areas/Conference Rooms
 - a. Daily - Five days per week
 - i. Empty all waste receptacles and replace liners if soiled, torn or odor is present.
 - b. Four days per week
 - i. Spot dust mop hard surface floors.
 - ii. Spot vacuum all carpeted areas and remove debris from furniture cushions.
 - iii. Spot damp mop all hard surface floors that are visibly soiled.
 - iv. Fill hand soap and hand towel dispensers in kitchen area.
 - v. Arrange chairs around furniture in offices and conference rooms as required to be ready for the next business day.
 - c. Weekly – One day per week
 - i. Replace liners in all waste receptacles.
 - ii. High dust vents, lights, office partitions, pictures, pipes and all other horizontal surfaces.
 - iii. Dust exposed TV and computer monitors, windowsills, office furniture, file cabinets, chair rungs and bases.
 - iv. Spot clean doors, walls, glass and light switches. Clean exposed desks, tables and workstations.
 - v. Dust mop and wet mop all hard surface floors complete.
2. Public Restrooms/Showers
 - a. Daily - Five days per week
 - i. Stock all dispensers to proper supply level.
 - ii. Clean and sanitize mirrors and dispensers.
 - iii. Spot clean partitions, doors, walls and light switches. Remove all graffiti.
 - iv. Clean and sanitize counters, sinks, showers, urinals and toilets inside and out including both sides of the toilet seats and chrome flushometers.
 - v. Empty waste receptacles and replace all liners. Sanitize waste receptacles as needed.
 - vi. Dust mop and damp mop floors with a sanitizing solution.
 - b. Weekly - One day per week
 - i. Sanitize all partitions, doors, light switches and walls adjacent to all fixtures.
 - ii. Spot clean as needed – partition hinges, wall and floor support hardware.
 - iii. Showers – sanitize all surfaces, benches, and chrome from top to bottom.
 - iv. Flush floor drains with 1 quart water (as necessary).
3. Public Lobbies/Halls/Corridors/Elevators
 - a. Daily - Five days per week
 - i. Empty all waste receptacles and replace liners if soiled, torn or odor is present.
 - ii. Sweep and damp mop hard surfaced lobby floors, tunnels, elevator foyers and entrance areas.
 - iii. Power vacuum and/or thoroughly damp mop walk off mats; remove gum and other debris.
 - iv. Remove all gum and other debris from floors and graffiti from walls.
 - v. Spot clean walls, doors, windows, re-lights, waste and recycling receptacles and fire extinguisher boxes if glass is visibly soiled.
 - vi. Sanitize all drinking fountains and public telephones.
 - vii. Clean elevator interiors and exteriors including walls, doors, call button areas, tracks and

- vi. floors.
 - viii. Spot clean lobby furniture/seating.
- b. Weekly – One day per week.
- i. Dust and spot clean ledges, pictures, vents, signs, vending machines, waste receptacles and all other horizontal surfaces.
 - ii. Dust and damp mop all hard surface floors wall to wall and remove kick out black marks. Clean under all furniture, waste and recycling receptacles, vending machines, etc.
 - iii. Thoroughly clean all lobby furniture/seating.
4. Stairwells
- a. Weekly - One day per week
- i. Sweep and spot mop stairwells and landings. Remove gum and other debris.
 - ii. Spot clean walls, doors, handrails and glass. Remove graffiti.
 - iii. Spot dust ledges, rails and horizontal surfaces.
5. Exam/Procedure Rooms
- a. Daily - Five days per week
- i. Empty all waste receptacles, clean and disinfect receptacles and/or cover if dirty, and replace liner.
 - ii. Clean and disinfect exposed sinks, drains, faucets and counters.
 - iii. Fill soap and towel dispensers to proper level.
 - iv. Clean and polish mirrors and bright surfaces.
 - v. Spot clean walls, doors, doorframes, light switches, heating units, cabinets and non-medical wall mounted accessories including phones.
 - vi. Vacuum or dust mop floors.
 - vii. Damp mop floor with disinfectant solution.
- b. Weekly – One day per week.
- i. High dust vent lights, office partitions, pictures, pipes and all other horizontal surfaces.
 - ii. Dust exposed TV and computer monitors, windowsills, office furniture, file cabinets, benches, chair rungs and bases.
 - iii. Flush floor drains with 1 quart of water (as necessary).

EXHIBIT E

RIGHT OF FIRST OFFER AGREEMENT

WHEN RECORDED RETURN TO:

King County, Facilities Management Division
Real Estate Services
500 Fourth Avenue, Suite 800
Seattle, WA 98104

Grantor: King County, a political subdivision of Washington.

Grantee: Renton Technical College.

Abbreviated Legal Description: [INSERT LEGAL]

Additional Legal Description

Assessor's Tax Parcel ID No. [INSERT TAX ID]

Project Name: King County Department of Health, Renton Public health Bldg.

Document Date: _____

**RIGHT OF FIRST OFFER TO
PURCHASE PROPERTY
(3001 NE Fourth Street, Renton, WA)**

This Right of First Offer (the "Agreement") is made this ____ day of _____, 2013 (the "Execution Date"), by and between KING COUNTY, a political subdivision of the State of Washington ("Grantor") and RENTON TECHNICAL COLLEGE, acting under a delegation of authority by the Department of Enterprise Services, in accordance with RCW 43.82.010 for its administrators, successors, and assigns ("Grantee").

RECITALS

A. Grantor is the owner of certain real property commonly known as the Renton Public Health Building located at 3001 NE Fourth Street, Renton, WA and legally described in Attachment "A" incorporated herein (the "Property").

- B. Grantee has an interest in acquiring the Property.
- C. In order to preserve the potential for Grantee to acquire the Property, Grantor has agreed to grant a right of first offer to Grantee to purchase the Property, which right shall run for a term of 120 months as provided herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Right of First Offer. If at any time after the Execution Date of this Agreement and prior to the date that is 120 months therefrom (the "Termination Date") Grantor desires to sell the Property (which does not include a change of use or custodianship within the County) as a result of the Property being declared surplus to Grantor's needs, Grantor shall first provide the Grantee the right of first offer to purchase the Property on the terms set forth herein.
2. Notice, Terms of Transaction. Before marketing or offering the Property for sale at any time prior to the Termination Date, Grantor shall provide Grantee with notice of its intent to sell (the "Sale Notice"). The Sale Notice shall be in writing, and shall specify the minimum terms and conditions under which Grantor is willing to sell the Property (the "Minimum Terms"). The Minimum Terms shall include an all cash price for the sale of the Property based upon a MAI appraisal of the Property. A copy of the appraisal shall be included with the Minimum Terms. Grantee may pay for a second MAI appraisal if Grantee does not find the first appraisal acceptable. If the parties are not able to agree on a price based on the two appraisals, Grantee will be deemed to have failed to exercise the right of first offer. The Minimum Terms shall also include the form of conveyance deed to be provided, a general description of the representations and warranties (if any) to be provided by Grantor, a preliminary title commitment for the Property, and such other matters as Grantor shall deem appropriate.
3. Exercise of Right. Grantee shall have a period of ninety (90) days after its receipt of the Sale Notice in which to exercise its right of first offer to purchase the Property as provided above on the Minimum Terms, or on such other terms as mutually agreed between Grantor and Grantee, the Termination Date notwithstanding. Grantee must exercise this right of first offer in writing, and the right shall be deemed exercised only when written notice of exercise is personally delivered to Grantor. Failure to exercise the right of first offer in writing within such 90 day period shall cause the right to terminate as it applies to the Sale Notice, unless this

Agreement has otherwise terminated by its own terms, whichever occurs first. If Grantee does not exercise the right of first offer, at the request of Grantor in connection with a subsequent sale of the Property, Grantee shall provide written confirmation that Grantee did not exercise the right. The written confirmation shall be in recordable form and may be provided by Grantor to potential purchasers, lenders and title insurance companies which may be involved in the subsequent sales transaction.

4. Effect of Exercise. If Grantee exercises the right of first offer in the manner set forth in Section 3 above, Grantor shall submit the transactional documents for the sale to the King County Council and recommend that they approve the sale by ordinance pursuant to the Minimum Terms (or such other terms as mutually agreed between Grantor and Grantee), which approval by ordinance shall be at the sole legislative discretion of the King County Council. Closing shall occur within one hundred twenty (120) days of the date of the ordinance approving the sale, notwithstanding the Termination Date. The sale of the Property to the Grantee shall be through a purchase and sale agreement, quit claim deed and other related documents, the form of which shall be mutually agreed upon by the parties, which documents must be approved by ordinance of the King County Council as provided in this Section 4.

5. Failure to Exercise. If Grantee does not exercise its right of first offer in the manner set forth in Section 3 above, the right of first offer and this Agreement shall thereafter terminate and become null and void regardless of whether the Termination Date has been reached. This Agreement and the rights of Grantee hereunder shall not apply to a successor owner or purchaser of the Property.

6. Subordination. This Agreement and the rights of Grantee hereunder shall be subject and subordinate to any mortgages or deeds of trust that may now or hereafter be placed upon the Property and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. The Grantee shall execute and deliver, within fifteen (15) days after demand therefore, whatever instruments may reasonably be required from time to time by any mortgagee or deed of trust beneficiary to confirm such subordination.

7. Personal Rights. The right of first offer set forth in this Agreement is personal to Grantee as a governmental agency, and may not be transferred or assigned by Grantee.

8. Recordation/Release. This Agreement will be recorded in the real property records of King County, Washington. However, at the request of Grantor, Grantee will sign and record a termination of this Agreement in connection with a sale of the Property (in accordance with the terms hereof) or upon reaching the Termination Date when Grantee has failed to timely exercise its right of first offer (in accordance with the terms hereof), whichever occurs first. Without limiting the foregoing requirements, the failure of Grantee to record a termination of this Agreement within fifteen (15) days of request from Grantor (and assuming Grantor is otherwise entitled to such termination pursuant to this Agreement) shall constitute a default by Grantee hereunder, and Grantor may seek immediate equitable relief to obtain such termination (in addition to any other rights of Grantor hereunder).

9. Breach, Remedy. In the event either party defaults or fails to perform its obligations hereunder, the aggrieved party may seek any and all remedies available at law or in equity. Without limiting the foregoing, if the Property is sold in contravention of the Grantee's rights under this Agreement, Grantee shall have the right to equitable relief to declare the sale to be invalid.

10. Governing Law, Attorneys' Fees. This Agreement shall be construed according to the laws of the State of Washington. If either Grantor or Grantee should find it necessary to employ an attorney, including an employee of either party, to enforce a provision of the Agreement or to recover damages for the breach hereof (including proceedings in bankruptcy), the prevailing party shall be entitled to be reimbursed for its reasonable court costs and attorneys' fees, in addition to all damages, through all levels of appeal.

11. Authority. Each person signing this Agreement on behalf of Grantor and Grantee, respectively, warrants that he/she has the proper corporate authority to enter into this Agreement.

12. Notices. Any and all notices required under this Agreement shall be deemed to have been given upon receipt when personally delivered, sent overnight courier, or two days after deposit in the United States mail. All notices shall be addressed as set forth below or such other address as any party may later specify in writing:

Grantee: Renton Technical College
Melinda Merrell
Vice President for Administration and Finance
Renton Technical College
3000 NE 4th Street
Renton, WA 98056

Grantor: King County Facilities Management Division
Real Estate Services Section
King County Administration Building
500 Fourth Avenue, Room 830
Seattle, WA 98104-2337

13. Complete Agreement. This Agreement constitutes the full and complete agreement concerning the right of first offer. Any modification of this Agreement shall be in writing and properly executed by the parties hereto or their successors-in-interest.

DATED as of the day and year first above written.

KING COUNTY, a political subdivision of
Washington

By _____

Its _____

Date: _____

RENTON TECHNICAL COLLEGE

By _____

Its _____

Date: _____

ATTACHMENT A
Legal Description

That portion of the North 593.13 feet of the West half of the Northeast quarter of the Northwest quarter of Section 16, Township 23 North, Range 5 East, Western Meridian, in King County, Washington, lying south of the southerly right-of-way line of Third Avenue North Extension, less the East 60 feet thereof for County Road.

Commonly described as 3001, Northeast Fourth Street, Renton, Washington.

EXHIBIT F

PRELIMINARY BUDGET

PRELIMINARY BUDGET SUMMARY

Project Name: RH Clinic @ RTC	MMRF/CIP #: _____	Date: Dec. 12, 2012
Requesting Agency: Public Health	Estimator: M Thomas, Renton Technical College	
Implementing Agency: FMD	Checked by: D Brossard, M Mathews-Hellman	

Project Scope: Redevelop 8,800 SF of existing space at the Renton Technical College for a new 8,939 SF (incl. 139 SF addition) Public Health Dental, WIC and Family Planning Clinic based upon Model KCPH Clinic of the Future Program. RTC will provide 01 Consultant Design, 03.0 Construction, 04.0 Furniture and Equipment Elements, through a Tenant Improvement Lease Package agreement between KC FMD/KC Public Health and Renton Technical College.

ELEMENT - DESCRIPTION	TOTAL PROJECT COST	2013 REQUEST
01 - CONSULTANT DESIGN		
Planning A/E Fee	\$0	\$0
Basic A/E Fee	\$200,771	\$200,771
Add. Services (incl. services during construction)	\$121,220	\$121,220
Reimbursables Allowance	\$12,000	\$12,000
Consultant Selection Advertisement Costs	\$0	\$0
Total 01 - Consultant Design Cost	\$333,991	\$333,991
02 - ACQUISITIONS	\$0	\$0
03.0 - RTC CONSTRUCTION		
MAX. ALLOWABLE CONST. COST (MACC)	\$1,315,250	\$1,315,250
Sales Tax 9.50% of MACC (Check site area)	\$143,949	\$143,949
Building Permit Fees incl. 5% Allow for CUP 2.00% of MACC	\$30,305	\$30,305
Special Inspect., Testing 0.50% of MACC	\$7,576	\$7,576
Commissioning 0.50% of MACC	\$7,576	\$7,576
Total 03 - Construction Cost	\$1,704,656	\$1,704,656
05 - CONTINGENCY		
Project RTC Contingency 10.00% of 01 and 03.0	\$203,865	\$203,865
Total 05 - Contingency Cost	\$203,865	\$203,865
TOTAL PROJECT COST	\$3,242,511	\$3,242,511
Less Existing Funds from RTC estimated Construction Costs for Infrastructure and Parking/Landscaping-See Attachment #4		\$258,262
Balance		\$1,984,249

Assumptions:

- Landlord will supply to the Lease Space Adequate:
 - Heating and cooling water
 - HVAC Air Supply and return
 - Fire sprinkler supply and drainage line
 - Fire Alarm System infrastructure
 - Domestic Water supply
 - Sanitary drainage
 - Power and lighting circuits
- Landlord agrees to supply any infrastructure changes required to support the TI such as:
 - Parking Infrastructure changes or upgrades
 - Fencing
 - Separation of college and Public functions during and after construction
 - Street Use or Right of Way Changes
 - Changes required by City of Renton related to the Conditional Use Permit
- Landlord is responsible to any and all toxic or hazardous materials and soils removal and/or abatement

Exclusions:

- Purchase of new dental or medical equipment
- PH Project Management costs

EXHIBIT G

PRELIMINARY SPACE PLAN

