

## **LICENSE AGREEMENT FOR OPERATION OF MOBILE UNIT**

(a) This License Agreement for Operation of Mobile Unit (this "**License**") is entered into as of December 31, 2024 (the "**Effective Date**"), between City of Gold Bar, a political subdivision of the State of Washington ("**Licensor**"), and WCHS, Inc. dba Lynnwood Comprehensive Treatment Center ("**Licensee**").

### **RECITALS:**

WHEREAS, Licensor owns that certain property located at 106 Croft Ave, Gold Bar, WA 98251 (the "**Property**"), upon which is located a portion of the WSDOT Right of Way on the South side of State Route 2 parking area in substantially the configuration as shown on **Exhibit A**.

WHEREAS, Licensee has requested that Licensor grant to Licensee the right to enter upon and use a certain area within the Property, as depicted on **Exhibit A** (the "**Premises**"), and Licensor has agreed to grant such right to Licensee for the purposes, and upon the terms and conditions, described herein.

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

### **AGREEMENTS:**

1. **License**. Subject to the terms of this License, Licensor grants to Licensee the exclusive right and license to enter upon and use the Premises in accordance with the terms and conditions set forth herein.

2. **Term; Renewal Options**. (a) **Term**. The term of this License shall be for a period of [12] months, (the "**Term**"), and shall commence on the **later** of: (a) the date that Licensee secures all licensures necessary to operate the "Medical Van" (defined below) and begins to park such Medical Van at the Premises; or (b) [insert hard date] (the "**Commencement Date**") and expire on the last day of the calendar month in which the first anniversary of the Commencement Date occurs (the "**Expiration Date**"). Notwithstanding anything to the contrary contained in the foregoing, Licensee shall have the right to terminate this License at any time during the Term upon thirty (30) days' prior written notice to Licensor ("**Licensee's Notice**"), in which event this License shall terminate on the later of the date provided in Licensee's Notice, if any, or the date that is thirty (30) days following receipt of Licensee's Notice.

(b) **Renewal Options**. Licensee shall be entitled to elect to extend the Term for [three (3)] additional periods of [one (1) year] (each period a "**Renewal Term**"). The "Term" reference herein includes all exercised Renewal Terms. Licensee may elect to extend the Term by providing written notice to Licensor no less than sixty (60) days prior to the expiration of the Term or Renewal Term, as the case may be. The Renewal Term(s) shall be on all of the same terms and conditions as set forth herein, except for the License Fee / Donation (defined below), which shall be payable at the rates set forth below.

### 3. **License Fee**

(a) **License Fee**. Beginning on the Commencement Date, Licensee shall timely pay to Licensor the sum of [\$50 per month] (the "**License Fee**"), payable thereafter on the first day of each month during the Term. The License Fee shall be appropriately prorated and adjusted for the number of days of occupancy under this License for any partial month. The parties acknowledge and agree that the Licensee Fee is a "Full Service" fee, meaning that Licensor's costs for real property taxes, insurance, and all operating expenses (including increases thereto and/or resulting from Licensee's use of the Premises), are included therein. The License Fee during any Renewal Term shall be [\$50].

4. **Permitted Use**. Licensee shall be permitted at all times to enter upon and use the Premises for staging and operating a medical mobile van (the "**Medical Van**") and related equipment (as generally depicted on

**Exhibit B** attached hereto) and for such other lawful purposes as may be incidental thereto (the “**Permitted Use**”); such Permitted Use shall include the right to use and occupy the Premises on a "24/7" basis throughout the Term for the purpose of conducting services from the Medical Van, including comprehensive Opioid Use Disorder (“**OUD**”) treatment, medical assessments (including Telemedicine), counseling (including Tele-counseling) and medication management, and all office uses incidental thereto, and for any other lawful purpose provided, however, that all of the foregoing uses shall be conducted solely within the Medical Van. Licensee shall comply with the requirements of all applicable Laws relating to the use, condition, access to and occupancy of the Premises; provided, however, that neither Licensor nor Licensee shall be required to make any improvements or alterations to the Premises or Property in connection therewith. As used herein the term "**Laws**" means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants affecting the Property, and "Law" shall mean any of the foregoing. Licensor acknowledges and agrees that any patient(s) of Licensee shall have access to the Medical Van in conjunction with the Permitted Use.

5. **Licensee Risk; As-Is Condition.** Licensee's entering of the Property and the Premises and use thereof shall be at Licensee's sole risk and expense, and Licensor shall have no responsibility or liability for any loss of or damage to Licensee's property or for any inconvenience, annoyance, interruption or injury to business arising from Licensor's making any repairs or changes which Licensor is permitted by this License or required by Law to make in or to any portion of the Premises or other sections of the Property, or in or to the fixtures, equipment or appurtenances thereof, except to the extent caused by the negligence or willful misconduct of Licensor, or its agents, employees or contractors. Without limiting the generality of the foregoing, Licensee acknowledges that Licensor will not be insuring any materials or personal property in the Premises belonging to Licensee. Additionally, Licensee agrees to take the Premises in their “AS-IS, WHERE-AS” condition, and Licensor makes no representations or warranties with respect to the condition of the Premises.

6. **Common Areas.** "Common Areas" refers to all paths, sidewalks, driveways, parking areas and other exterior areas of the Property, which are for the general use of all users, their employees, agents, patients, licensees, and invitees. Licensor shall always have exclusive control and management of the Common Areas. Licensor hereby grants to Licensee a non-exclusive license through the Term to use the Common Areas for ingress, egress, parking, and any other purpose, which may be authorized from time to time by Licensor. Licensor agrees that Licensee's clients and invitees shall be entitled to use the parking spaces within the Premises, as shown on EXHIBIT A, for no additional charge. At all times during the Term Licensor shall provide no less than the minimum parking at the Property required by local zoning ordinances, land use regulations or other laws, and Licensor hereby represents to Licensee that the licensing of the Premises to Licensee does not result in the remaining parking spaces on or dedicated to the Property to be insufficient under applicable laws. Licensor shall have the right to employ personnel, to establish, modify and enforce reasonable rules and regulations, to construct, maintain and operate paving, striping, and lighting facilities and to monitor the Common Areas. Licensor shall be responsible for any necessary snow and/or ice removal from the paths, sidewalks, driveways, and parking areas as may be necessary for Licensee to operate its business for the Permitted Use. Licensor further agrees that if any lighting facilities are available or made available in the Common Areas, such facilities will be kept lighted at all times.

7. **Alterations; Improvements; Repairs and Maintenance.** Licensee shall not make, nor be permitted to make, any alterations, improvements, additions or installations to the Premises. Licensee shall not permit or allow to remain any waste or damage to any portion of the Premises. Licensee shall repair or replace any damage to the Premises or the Property caused by Licensee. Except as expressly set forth herein, Licensor shall be solely responsible for maintenance and repairs to the Premises and the Property.

8. **Transfers.** Licensee shall not assign, sublet nor otherwise transfer any of Licensee's rights under this License, by operation of law or otherwise, nor permit any person (other than Licensee and its agents and employees) or entity to use the Premises or any portion thereof; provided however, Licensee shall be permitted to assign or transfer Licensee's rights under this License to any affiliate or other related entity.

9. **Rules and Regulations.** Licensee shall comply with all reasonable rules and regulations of the Property from time to time established by Licensor; provided, however, that Licensor shall not be entitled to amend

the existing rules and regulations or promulgate new rules and regulations that would (a) diminish Licensee's rights under this License, (b) adversely affect Licensee's access to, or use of, the Premises, or (c) increase Licensee's costs or obligations under this License.

**10. Licensee's Insurance.** Licensee shall maintain throughout the Term the following insurance policies: (a) commercial general liability insurance in amounts of \$2,000,000 per occurrence insuring Licensee against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, (b) insurance covering the full value of Licensee's property and improvements, and other property (including property of others) in the Premises, and (c) worker's compensation insurance. Licensee's insurance shall provide primary coverage to Licensor when any policy issued to Licensor provides duplicate or similar coverage, and in such circumstance Licensor's policy will be excess over Licensee's policy. Upon request by Licensor, Licensee shall furnish to Licensor certificates of such insurance and such other evidence satisfactory to Licensor of the maintenance of all insurance coverages required hereunder, and Licensee shall notify Licensor at least 30 days before cancellation or a material change of any such insurance policies.

**11. Waiver of Negligence; No Subrogation.** Licensor and Licensee each waives any claim it might have against the other for any injury to or death of any person or persons or damage to or theft, destruction, loss, or loss of use of any property (a "Loss"), to the extent the same is insured against under any insurance policy that covers the Property, the Premises, Licensor's or Licensee's fixtures, personal property, leasehold improvements, or business, REGARDLESS OF WHETHER THE NEGLIGENCE OF THE OTHER PARTY CAUSED SUCH LOSS. Notwithstanding any provision in this License to the contrary, Licensor, its agents, employees and contractors shall not be liable to Licensee or to any party claiming by, through or under Licensee for (and Licensee hereby releases Licensor and its servants, agents, contractors, employees and invitees from any claim or responsibility for) any damage to or destruction, loss, or loss of use, or theft of any property of Licensee located in or about the Property, caused by casualty, theft, fire, third parties or any other matter or cause, unless caused by the gross negligence or willful misconduct of Licensor or its agents, employees or contractors. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

**12. Indemnity.** Subject to Section 1111 Licensee shall defend, indemnify, and hold harmless Licensor and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from (a) any Loss arising from any occurrence on, or use of, the Premises, except to the extent caused by the negligence or willful misconduct of Licensor or its agents, employees or contractors, (b) any act or omission of Licensee or its agents, contractors, employees or invitees, or (c) any Loss directly or indirectly arising out of or related to the use, generation, storage, release, or disposal of hazardous materials by Licensee or any of Licensee's agents, contractors, employees or invitees in, on, under or about the Premises or the Property or surrounding land or environment. Subject to Section 11, Licensor shall defend, indemnify, and hold harmless Licensee and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any negligent or intentional acts or omissions of Licensor or its agents, contractors, employees or invitees. This indemnity provision shall survive termination or expiration of this License.

**13. Events of Default.** Each of the following occurrences shall be an "Event of Default":

(a) **Payment Default.** Licensee's failure to pay the [Donation] within ten (10) business days after Licensor has delivered written notice to Licensee that the same is delinquent; or

(b) **Other Defaults.** Licensee's failure to perform, comply with, or observe any other agreement or obligation of Licensee under this License and the continuance of such failure for a period of more than ten business days after Licensor has delivered to Licensee written notice thereof. In such event, Licensor may, but shall not be obligated to, perform such obligations after notice to Licensee and opportunity to cure as provided herein, and the cost thereof to Licensee shall be deemed an Additional Donation / Additional Fee.

**14. Termination Upon Default.** Upon an Event of Default, Licensor may terminate this License upon written notice to Licensee. Such termination by Licensor shall be deemed effective on the date of such notice and

Licensee shall vacate and deliver the Premises to Licensor in accordance with the provisions of this License. Termination of this License by Licensor as aforesaid shall not prejudice any other remedies which might be available to the Licensor under this License or any other agreement by and between Licensor and Licensee. In addition to Licensor's right to terminate this License, as well as all of the rights and remedies afforded Licensor at law or in equity, Licensor may perform any act Licensee is obligated to perform under the terms of this License (and enter upon the Premises in connection therewith if necessary) in Licensee's name and on Licensee's behalf, without being liable for any claim for damages therefor, and Licensee shall reimburse Licensor on demand for any expenses which Licensor may incur in thus effecting compliance with Licensee's obligations under this License (including, but not limited to, collection costs and legal expenses), plus interest thereon at the Default Rate. Notwithstanding anything to the contrary contained in the foregoing, Licensor agrees that it will not terminate this License in the first occurrence of an Event of Default pursuant to Section 13(a), above; however, in such event, Licensee shall pay the delinquent amount together with the next month's Donation coming due, together with a penalty of \$100.00.

**15. Holding Over.** If Licensee fails to vacate the Premises at the end of the Term, then Licensee shall be a tenant at sufferance and, in addition to all other damages and remedies to which Licensor may be entitled for such holding over, Licensee shall pay, in addition to the other amounts payable hereunder, a daily License Fee equal to 125% of the daily License Fee payable during the last month of the Term, and Licensee shall otherwise continue to be subject to all of Licensee's obligations under this License. The provisions of this Section 15 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Licensor provided herein or at law.

**16. Surrender of Premises.** At the expiration or termination of this License, Licensee shall deliver to Licensor the Premises with all improvements located therein in good repair and condition, free of hazardous materials placed on the Premises during the Term, reasonable wear and tear (and condemnation and casualty damage not caused by Licensee) excepted. All items not removed shall be deemed to have been abandoned by Licensee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Licensor without notice to Licensee and without any obligation to account for such items. The provisions of this Section 16 shall survive the end of the Term.

**17. Licensor's Rights.** Licensor shall have the right to enter the Premises after reasonable prior notice (which notice may be oral notice, except in the case of real or apparent emergency, in which case no notice shall be necessary) at all reasonable hours for the purpose of inspecting or making repairs to the same, and Licensor shall also have the right to make access available at all reasonable hours (upon reasonable advance oral or written notice) to prospective or existing mortgagees, purchasers or tenants of any part of the Property.

**18. Notices; No Electronic Records.** All notices and other communications given pursuant to this License shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, (b) hand delivered to the intended addressee, or (c) sent by nationally recognized overnight courier. Notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

Licensor: [insert]

With a copy to:

Licensee: **WCHS, Inc dba Lynnwood Comprehensive treatment Center**

2322 106<sup>th</sup> st. SW suite 100 Lynnwood WA 98322

c/o Acadia Healthcare Company, Inc.  
6100 Tower Circle, Suite 1000  
Attention: General Counsel

19. **Separability.** If any clause or provision of this License is illegal, invalid, or unenforceable under present or future Laws, then the remainder of this License shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this License a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

20. **Amendments; and Binding Effect.** This License may not be amended except by instrument in writing signed by Licensor and Licensee. No provision of this License shall be deemed to have been waived by Licensor unless such waiver is in writing signed by Licensor, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Licensor to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this License shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

21. **Entire Agreement.** This License constitutes the entire agreement between Licensor and Licensee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this License, no representations, warranties, or agreements have been made by Licensor or Licensee to the other with respect to this License or the obligations of Licensor or Licensee in connection therewith.

22. **Governing Law.** This License shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

23. **Attorneys' Fees.** In the event that at any time either party institutes any action or proceeding against the other party relating to the provisions of this License, or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable attorney's fees and costs incurred therein by the prevailing party.

24. **Counterparts.** This License may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall constitute but one and the same instrument.

25. **Brokers.** Licensee hereby represents and warrants to Licensor that Licensee has not dealt with any broker or finder or real estate licensee in connection with this License.

26. **Environmental Matters.** Licensee shall not, without Licensor's prior written consent, use, treat, store, recycle, keep or otherwise allow the presence of any Hazardous Substances (as defined below) in, on or around the Premises, by Licensee or any third party in violation of applicable Laws. "**Hazardous Substances**" shall mean any compound, chemical, contaminant, pollutant, toxic substance, hazardous waste, hazardous material, or hazardous substance, including, without limitation, asbestos, asbestos-containing materials, polychlorinated biphenyls, oil, waste oil, petroleum, and petroleum products, which may pose a threat to the Environment or to human health and safety, as defined, or regulated by any environmental laws. Licensee shall indemnify Licensor and hold Licensor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action (including without limitation all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, any violation or alleged violation by Licensee or any party accessing the Premises by or through Licensee of any one or more of the environmental laws. This indemnification shall survive the expiration or termination of this License.

27. **Licensor Representations.** Licensor represents and warrants to Licensee that: (i) Licensor is the sole fee simple owner of the Property, and Licensor has full power and authority to execute and deliver this License and to perform Licensee's obligations under this License and the person executing this License is duly authorized to

do so; (ii) Licensor has no knowledge of any zoning proceedings or proposed zoning proceedings against the Property; (iii) to Licensor's knowledge, no restrictions, easements, covenants, agreements, zoning, laws, ordinances or regulations exist, which restrict or limit the use of the Premises for the Permitted Use or which shall impose any obligations on Licensee or which shall interfere with Licensee's use and enjoyment of the Premises; (iv) Licensor has no knowledge of the Property having been used for the storage, treatment or disposal of any hazardous substance; (v) the Premises has legal and direct vehicular and pedestrian access for ingress and egress to and from the Premises and a public road; and (vi) zoning and applicable laws and ordinances permit and allow, as a matter of right, the use of the Premises for the Permitted Use.

**28. Licensor's Covenant Regarding Incompatible Property Uses.** Licensor acknowledges that Licensee's Medical Van operates as mobile medical clinic whose patients are being treated for opioid use disorders ("OUD"), and accordingly, Licensor agrees that at all times during Licensee's operation of such use at the Premises, Licensor will not allow any other licenses space at the Property for the operation of, or otherwise permit any occupant of the Property to operate a cannabis or THC distribution business, whether for medicinal or recreational use.

[SIGNATURE PAGE FOLLOWS.]

Executed as of the Effective Date.

LICENSOR:

City of Gold Bar

Mayor

Steven Yarbrough

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSEE:

WCHS, Inc:

Regional Director

Nicole Smith-Mathews

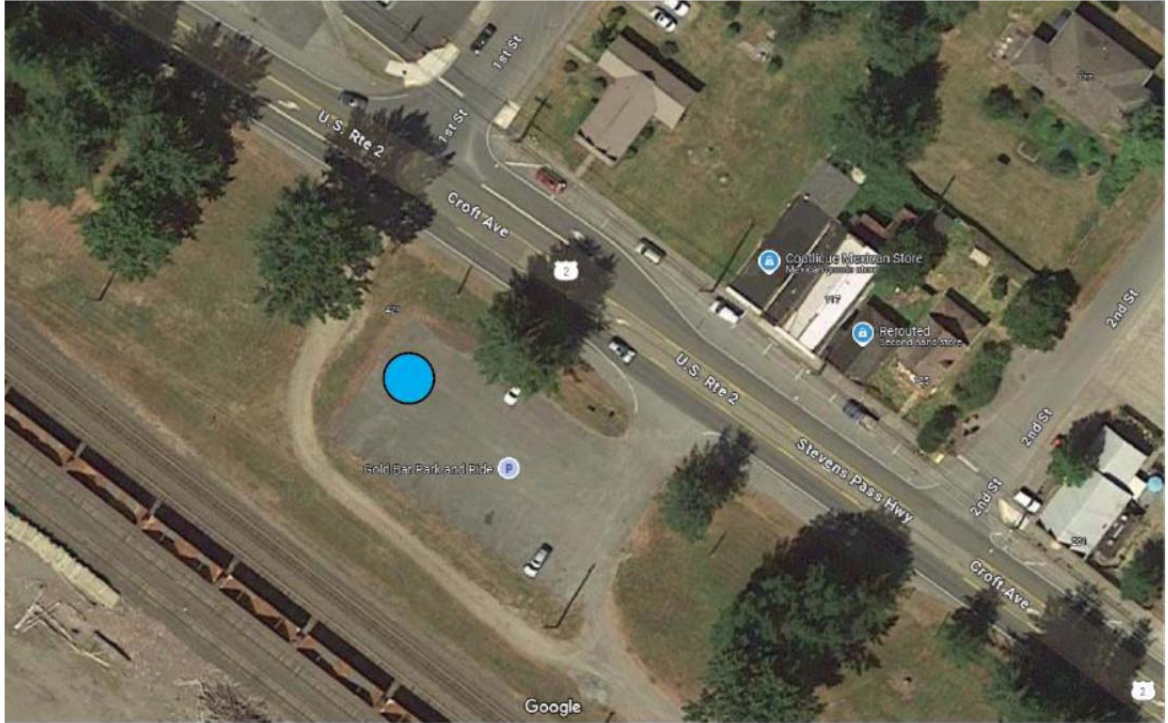
By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

Premises



 Use Area



**EXHIBIT B**

Medical Van

