CONSULTANT AGREEMENT FOR CAPITAL STRATEGY & FUNDING ADVISORY SERVICES

This Consultant Agreement for Capital Strategy & Funding Advisory Services ("Agreement") is entered into as of July 15, 2026 (the "Effective Date"), by and between High Point Healthcare Real Estate, LLC ("High Point"), a Washington limited liability company, and Orcas Island Health Care District, a Public Hospital District ("Orcas"). High Point and Orcas may collectively be referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Orcas desires to engage High Point to provide capital strategy and funding advisory services in support of the District's planned healthcare facility expansion and related capital initiatives; and

WHEREAS, High Point possesses expertise in healthcare capital planning, public funding, alternative financing, and project development strategy and has agreed to provide such consulting services under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SCOPE OF SERVICES

1.1 Orcas hereby engages High Point to provide the Capital Strategy & Funding Advisory Services described in Exhibit A (the "Services"), including:

- Capital Strategy Development
- Funding Pursuit Support and Coordination (if authorized)
- Capital Campaign Readiness (if authorized)
- Additional Capital Advisory Services as mutually agreed.

The Parties acknowledge that the optional services identified in Exhibit A shall only be performed if authorized by the District.

1.2 The Services are intended to support the District's capital planning and funding strategy, including the identification, evaluation, and pursuit of grants, philanthropy, public funding, traditional financing, and other capital sources. This Agreement does not include development management, entitlement coordination, design management, construction oversight, or other project execution services, which may be addressed under separate agreement(s) if requested by Orcas.

1.3 High Point shall perform the Services in a timely, professional and commercially reasonable manner in accordance with industry standards and applicable laws and regulations.

TERM AND TERMINATION

2.1 This Agreement shall commence on the Effective Date and shall continue until completion of the Phase 1 Capital Strategy Development services, unless additional services are authorized in writing by the Parties, or until earlier terminated as provided herein.

2.2 Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party in the manner described in Section 7.5 herein.

2.3 In the event of termination, High Point shall be compensated for all Services performed up to the effective date of termination, and Orcas shall be obligated to pay, within thirty (30) days of the effective date of termination, any amounts owing to High Point for all Services and expenses, if any, in accordance with Article III hereof.

2.4 Orcas shall have sole and exclusive ownership of all final Project-specific reports, capital roadmaps, funding analyses, funding narratives, presentations, financial analyses, case-for-support materials, and other project-specific deliverables specifically prepared by High Point for the Project (collectively, the “Materials”) upon payment in full of all amounts due under this Agreement. Upon termination or completion of the Services, High Point shall provide the Materials to Orcas without any representation or warranty.

Notwithstanding the foregoing, High Point shall retain ownership of all pre-existing intellectual property, proprietary methodologies, templates, models, tools, processes, know-how, industry knowledge, and other materials developed or owned by High Point independent of this Agreement, including any modifications or enhancements thereto (“High Point IP”). Orcas shall have a non-exclusive license to use any High Point IP solely as incorporated into the Materials for purposes related to the Project.

COMPENSATION

3.1 As compensation for the Services, Orcas shall pay High Point a fixed fee of Six Thousand Five Hundred Dollars ($6,500.00) for completion of the Phase 1: Capital Strategy Development services described in Exhibit A. Unless otherwise agreed in writing, High Point shall invoice fifty percent (50%) upon execution of this Agreement and fifty percent (50%) upon delivery of the Phase 1 Capital Strategy Development deliverables.

3.2 The additional services identified in Exhibit A, including Funding Pursuit Support and Coordination ($12,500), Capital Campaign Readiness ($9,200), and Ongoing Capital Advisory Services, are optional and are not included within the Phase 1 fee. Such services shall only be performed upon written authorization by Orcas and shall be invoiced in accordance with Exhibit A or any subsequent written amendment executed by the Parties..

3.3 High Point shall not incur reimbursable travel or other out-of-pocket expenses without Orcas's prior approval. Approved reimbursable expenses shall be invoiced at actual cost without markup.

3.4 High Point shall submit invoices in accordance with this Section, and Orcas shall pay all undisputed invoices within thirty (30) days of receipt.

3.5 If Orcas requests services that are materially outside the Scope of Services described in Exhibit A, the Parties shall negotiate in good faith an amendment to this Agreement or execute a separate agreement establishing the scope, schedule, and compensation for such additional services.

INDEPENDENT CONTRACTOR

4.1 High Point shall act as an independent contractor in performing the Services under this Agreement. Nothing in this Agreement shall create a joint venture, partnership, or employer-employee relationship between the Parties.

4.2 High Point shall have no authority to bind Orcas or act on its behalf without express written authorization.

CONFIDENTIALITY

5.1 Each party agrees to maintain the confidentiality of all non-public, proprietary, or confidential information disclosed by the other party ("Confidential Information") and shall not use or disclose such information except as reasonably necessary to perform obligations under this Agreement or as otherwise authorized in writing by the disclosing party.

5.2 This obligation of confidentiality shall survive the termination of this Agreement.

INDEMNIFICATION

6.1 High Point shall indemnify and hold harmless Orcas and its officers, directors, employees, and agents from and against third-party claims, liabilities, losses, damages, or expenses, including reasonable attorneys' fees, to the extent arising from High Point's negligent acts, errors, omissions, or willful misconduct in connection with the performance of the Services.

GENERAL PROVISIONS

7.1 Entire Agreement. This Agreement, together with the Proposal attached hereto as Exhibit A, including the scope of services, fee structure, assumptions, limitations, and terms and conditions contained therein, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral, relating to the subject matter hereof. In the event of a conflict between this Agreement and Exhibit A, the terms of this Agreement shall control unless expressly stated otherwise.

7.2 Amendments. This Agreement may only be amended in writing signed by both Parties.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

7.4 Severability. If any provision of this Agreement shall be held invalid in a court of law, such provision shall be deemed omitted and the remainder of this Agreement shall be valid and enforceable under the terms hereof.

7.5 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at its address set out below (or to any other address that the receiving party may designate from time to time in accordance with this section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

If to Orcas: Orcas Island Health Care District
410 Prune Alley, Unit B
Eastsound, WA 98245
Email: ChrisC@orcashealth.org

Attention: Chris Chord, Superintendent

If to High Point: High Point Healthcare Real Estate, LLC
29333 SE 64th Street
Issaquah, WA 98027
E-mail: katie@highpointhealthrealty.com
Attention: Katie Newman
Chief Executive Officer

7.6 Authority. The parties represent and warrant that the persons executing this Agreement on their behalf are duly authorized to do so and that upon execution, this Agreement shall be binding on the parties.

7.7 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7.9 Attorneys' Fees. Should any dispute arise over the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs.

7.10 Limitation of Liability. To the fullest extent permitted by law, High Point's aggregate liability arising out of or relating to this Agreement shall not exceed the total compensation actually paid to High Point under this Agreement. In no event shall either Party be liable for consequential, incidental, special, punitive, or indirect damages, including lost profits or lost opportunity costs.

7.11 No Guarantee of Outcomes. While High Point brings significant expertise in capital strategy and project positioning, the Orcas acknowledges that financing and incentive approvals are subject to market conditions, third-party underwriting, and governmental processes. No guarantee of funding or specific terms is expressed or implied.

7.12 Reliance on Information. High Point shall be entitled to rely upon information, documents, financial data, and representations provided by Orcas and its consultants without independent verification. High Point shall not be responsible for errors or omissions resulting from incomplete or inaccurate information supplied by others.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLIENT:

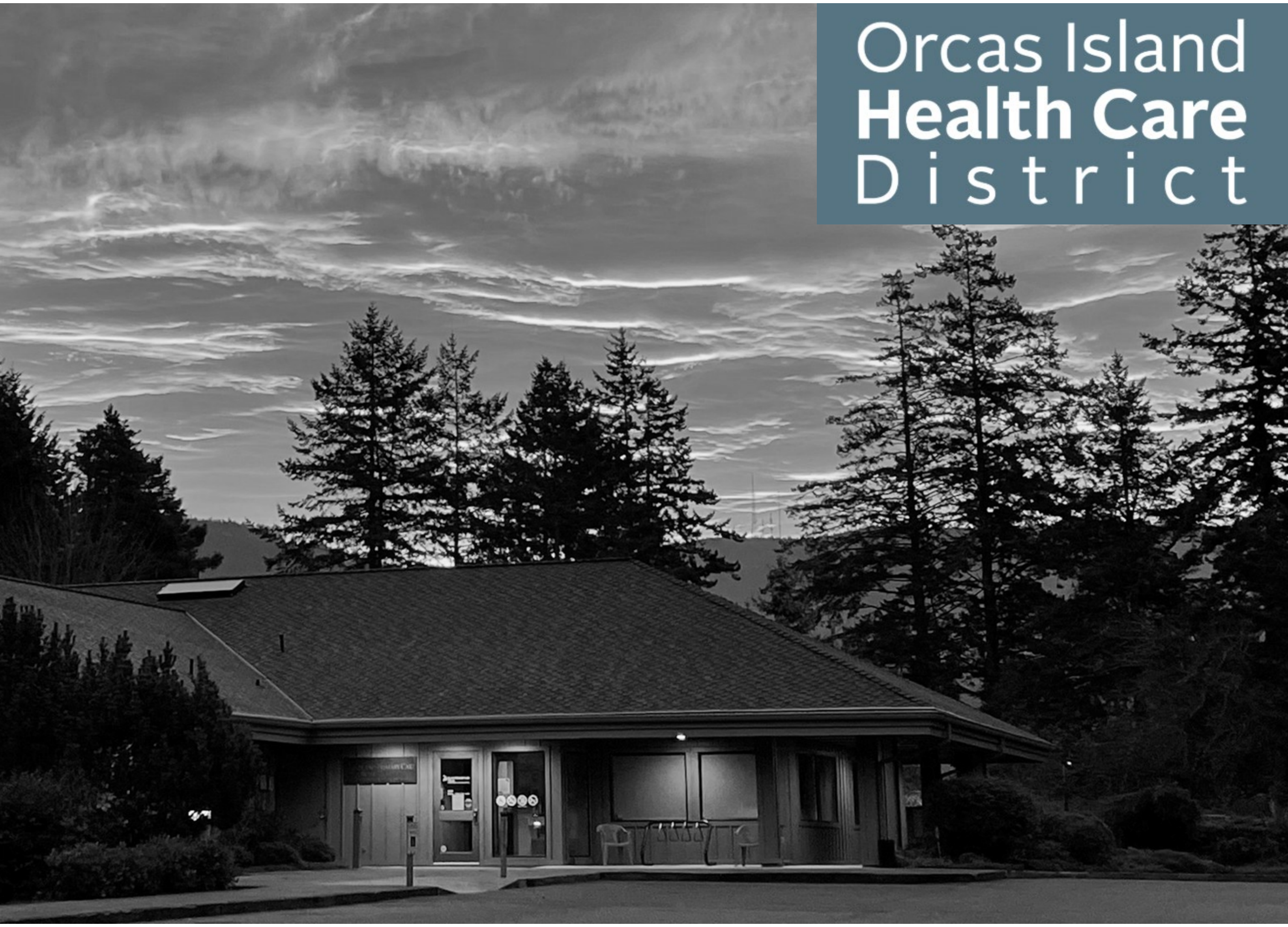
Orcas Island Health Care District
By: ______________________________
Name: Chris Chord
Title: Superintendent
Date: 08/04/2026

CONSULTANT:

High Point Healthcare Real Estate, LLC
By: ______________________________
Name: Katie Newman
Title: Chief Executive Officer
Date: -

EXHIBIT A Capital Strategy & Funding Advisory Services Proposal dated July 15, 2026

High Point
Healthcare Real Estate



Orcas Island Health Care District
Capital Strategy & Funding Advisory Services Proposal

Eastsound, WA

July 15, 2026

High Point
Healthcare Real Estate

Chris Chord
Orcas Island Health Care District
410 Prune Alley, Unit B
Eastsound WA 98245

Subject: Proposal for Capital Strategy & Funding Advisory Services

Dear Chris,

Thank you for the opportunity to continue working with Orcas Island Health Care District as you evaluate the future of healthcare on the island. As the project has progressed, it has become clear that one of the District's greatest opportunities is developing a coordinated funding strategy that brings together public funding, grants, philanthropy, and other capital sources into a clear and achievable plan.

High Point Healthcare Real Estate is pleased to submit this proposal to provide Capital Strategy & Funding Advisory Services for the project. Our role is to help the District identify, evaluate, and prioritize funding opportunities while developing the materials and financial strategy needed to pursue them successfully.

This engagement is designed to provide more than a list of potential funding sources. We will work alongside the District to develop a practical capital roadmap, coordinate funding pursuits, prepare compelling project materials, and help position the project for conversations with government agencies, foundations, community partners, and other funding organizations. The goal is to create a financing strategy that supports the District's long-term vision while maximizing available resources and reducing reliance on any single funding source.

Key highlights of our proposed approach include:

- **Capital Strategy Development:** Develop a comprehensive funding strategy that evaluates grants, public funding, philanthropy, foundations, and other capital sources to create a diversified, achievable financing plan.
- **Funding Pursuit & Coordination:** Support the District in pursuing priority funding opportunities by preparing project materials, coordinating applications, engaging funding partners, and managing the overall funding process.
- **Capital Campaign Readiness:** Prepare the technical project information, funding narratives, and supporting materials needed to equip fundraising professionals for a successful capital campaign.
- **Ongoing Capital Advisory:** Serve as an ongoing strategic advisor as the project evolves, helping identify new opportunities, refine funding strategies, and coordinate capital efforts through planning, design, and implementation.

While this proposal focuses on capital strategy and funding development, High Point remains available to support the District as the project advances, whether through ongoing funding coordination, owner's representation, or broader development management services under a separate agreement.

We appreciate the opportunity to continue supporting this important project and look forward to helping Orcas Island Health Care District secure the resources needed to deliver long-term healthcare access for the community.

Sincerely,

Katie Newman
Chief Executive Officer
High Point Healthcare Real Estate

High Point
Healthcare Real Estate

Scope of Services: Capital Strategy & Funding Advisory Services

High Point proposes to lead a focused, front-end engagement to position the project for successful capital pursuit. The following scopes may be completed individually or combined into a comprehensive funding engagement based on the District's needs and project schedule.

Phase 1: Capital Strategy Development- $6,500

- Review project scope, budget, schedule, and financial assumptions.
- Identify viable public, private, and philanthropic funding opportunities, including but not limited to:
  - Federal and state grants
  - Washington Commerce
  - HRSA
  - Philanthropy
  - Traditional debt
  - Other impact capital
- Evaluate eligibility, competitiveness, timing, and funding constraints.
- Develop a capital roadmap showing recommended funding sequence and strategy.
- Recommend the optimal capital stack.

Optional Continuing Services:

Funding Pursuit Support and Coordination - $12,500

- Coordinate grant and funding applications
- Prepare project narratives and supporting materials
- Engage with Commerce, foundations, and funding agencies
- Coordinate specialized grant writers and consultants as needed
- Track funding opportunities and application schedules
- Maintain and update the project capital stack
- Prepare presentations and materials for funders and donors

Capital Campaign Readiness- $9,200

High Point does not conduct fundraising or solicit major gifts. We support fundraising professionals by providing the project information, financial analyses, and materials needed for a successful campaign. Services we perform:

- Develop the project's case for support
- Prepare donor and foundation materials
- Identify prospective foundation funding opportunities
- Align project messaging with philanthropic priorities
- Coordinate with fundraising professionals as needed
- Integrate philanthropy into the overall capital strategy

Ongoing Capital Advisory – Monthly Retainer (to be negotiated)

- Update funding strategy as costs change
- Identify new funding opportunities
- Coordinate with the architect, finance team, and District
- Assist with reporting and compliance
- Continue pursuing new funding as opportunities arise