



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 16, 2016

Ordinance 18330

Proposed No. 2016-0309.2

Sponsors Upthegrove

1 AN ORDINANCE authorizing the execution of a new lease
2 to support the operation of the King County department of
3 information technology.

4 **STATEMENT OF FACTS:**

5 1. The facilities management division received a request for space on
6 April 3, 2015, from the department of information technology.

7 2. The department of information technology needed space for the
8 purpose of network carrier neutral facilities that provide direct
9 connectivity to domestic, international and government networks and
10 internet services.

11 3. The facilities management division determined on April 3, 2015, that
12 there was not an appropriate county-owned option.

13 4. The facilities management division determined, through consultation
14 with the department, that leasing was the most cost-effective option for the
15 county.

16 5. The facilities management division successfully negotiated to lease
17 space from 2001 Sixth, LLC, located at 2001 Sixth Avenue, Seattle,
18 Washington, within council district four.

19 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

20 SECTION 1. The executive is authorized to execute a lease for the property
21 located at 2001 Sixth Avenue with 2001 Sixth, LLC, substantially in the form of
22 Attachment A to this ordinance, and to take all actions necessary to implement the terms
23 of the lease.
24

Ordinance 18330 was introduced on 7/5/2016 and passed by the Metropolitan King
County Council on 8/15/2016, by the following vote:

Yes: 8 - Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr.
McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and
Ms. Balducci
No: 0
Excused: 1 - Mr. Gossett

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



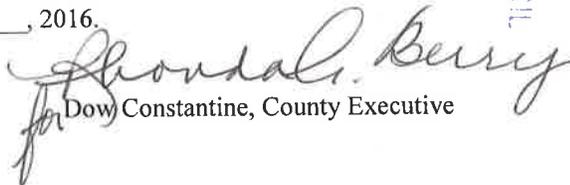
J. Joseph McDermott, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 18th day of August, 2016.


for Dow Constantine, County Executive

Attachments: A. Lease Agreement, Revised July 15, 2016

RECEIVED
2016 AUG 18 PM 4:04
CLERK
KING COUNTY COUNCIL

ATTACHMENT A:

LEASE AGREEMENT
Revised July 15, 2016

TELECOMMUNICATIONS CAGE FACILITY LEASE®

1. Lease. Dated _____, 1, 2016, for reference purposes only. 2001 Sixth, LLC., a Delaware Limited Liability Company, ("Owner") leases to King County, a political subdivision of the State of Washington ("Tenant") and Tenant leases from Owner Suite 2015, Cage-B ("Premises") as depicted on the attached Exhibit A, located in Suite 2015 of the Westin Building ("Building") located at 2001 Sixth Avenue, Seattle, Washington and legally described on Exhibit A.

2. Term. The term of this Lease (hereinafter "Lease Term") shall be ten (10) years and shall commence on the Commencement Date. The "Commencement Date" shall be the first day of June, 2016, or the first day of the month immediately following approval of the Lease by ordinance of the King County Council, whichever occurs last; provided, however, that in the event the Commencement Date does not occur on or before September 1, 2016, this Lease shall be null and void. The Lease Term shall end on the tenth (10th) anniversary of the Commencement Date. Tenant shall have a one-time right to elect to terminate the Lease Term, effective on the fifth (5th) anniversary of the Commencement Date, upon providing prior written notice of such election to Owner ("Early Termination Notice") not earlier than the first day of the fifty-third (53rd) month of the Lease Term and not later than the last day of said fifty-third (53rd) month of the Lease Term. In the event Tenant does not provide such Early Termination Notice to Owner during said fifty-third (53rd) month of the Lease Term, Tenant shall have no further rights to elect for early termination of the Lease Term. If Tenant remains in the Premises after the expiration of the Lease Term, this Lease shall automatically become a month-to-month lease with the same terms and conditions as the original Lease Term. If Tenant occupies the Premises under a month-to-month extension of this Lease, without the written consent of Owner, Tenant's occupancy shall be subject to all terms of this Lease, except that the Rent for each month of any such continued occupancy shall be 125% of the Rent in effect during the last full month of the original Lease Term, and either party shall have the right to terminate such month-to-month occupancy upon providing written notice to the other of such termination not later than twenty (20) days prior to the end of any month.

3. Monthly Rent. Tenant agrees to pay to Owner rent in the amount of \$12,170.00 per month ("Rent") as shown on the current Westin Building Telecommunications Facility Installation Costs and Rent Schedule attached to this Lease as Exhibit C ("Current Rent Schedule"). In addition, Tenant agrees to pay Owner any monthly fees provisioned under separate Orders and/or Rent Rate Supplements. Rent shall be paid in advance on or before the first day of each calendar month during the Lease Term (or the Extended Term, if applicable). It is agreed that since collection of any amount past due imposes an administrative cost on Owner, in addition to all other sums that may be charged by Owner hereunder, Tenant shall pay to Owner a sum equal to Ten Cents (\$0.10) for every Dollar not paid within 10 days of the date due. All payments, fees, and/or consideration payable under this Agreement shall be considered rent unless specified otherwise.

a. Rent Adjustment. The rent pursuant to Section 3 of this agreement shall be adjusted each January 1, beginning the first January following the commencement of this Lease, and continuing on each January 1 during the term of the Lease, to reflect reductions, if any, in the purchasing power of the dollar. The adjustment shall be equal to the percentage change in the Consumer Price Index. The Consumer Price Index to be used shall be the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All-Items Series of (1982 - 1984 = 100), as published by the U.S. Department of Labor, Bureau of Statistics. If this index is revised or changed (as, for example, by taking the average index for different years as the base figure of 100), the base index shall be adjusted accordingly. In the event such index is discontinued, the index promulgated by the Department of Labor most closely approximating the above-referenced index shall be used as the base index. The index used for each succeeding year shall be calculated annually using September experience data, and the ratio that this annual index bears to the base index shall be multiplied by the base rent to establish the current year monthly rent. The base index shall be taken from the September experience data of the year prior to the year in which this agreement commences.

4. Use Permitted On Premises. Installation and operation of Tenant's telecommunications equipment for the purpose of interconnecting to Owner's network in the Building and no other uses. Tenant, and those designated in writing as having authority to have access to the Premises on Tenant's behalf ("Tenant Representatives") shall not use any of the following in the Building or the Premises: explosives, tobacco-related products, weapons of any sort, cameras, video tape recorders, flammable liquid or gases or similar materials, electro-magnetic devices, or other materials or equipment that Owner, at any time and at its sole discretion, deems prohibited. No use shall be made of Premises, nor act done in or about Premises, which is unlawful, or which may increase the existing rate of insurance upon the Building. Tenant shall observe such reasonable Rules and Regulations as may be adopted in writing by Owner and provided to Tenant for the safety, care and cleanliness and operation of the Premises or Building and the preservation of good order therein. Tenant shall not make any use of the Premises that interferes, or threatens to interfere with the use of Building by other tenants or damages the reputation of the Building in the reasonable opinion of the Owner, e.g. operation of pornographic services from any equipment in the Premises. Tenant shall not commit or allow to be committed any waste upon Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other tenant in Building, nor shall Tenant, without the written consent of Owner, use any apparatus, machinery, system or device in or about Premises that shall cause any substantial noise, vibration or interfere with the maintenance or operation of the Building, or other Tenants' operations in the Building, including but not limited to the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system serving the Building and/or its occupants, or the operation of any radio or telecommunication equipment installed by or on behalf of

Owner, or other tenants. If any of Tenant's equipment should disturb the quiet enjoyment of any other tenant in Building, then Tenant shall provide adequate insulation or take such other action as may be necessary to eliminate the disturbance. Upon notice of any such interference, Tenant shall immediately cooperate with Owner to identify the source of such interference and shall, within twenty-four (24) hours, cease all operations (except for testing as approved by Owner) until the interference has been corrected to the satisfaction of the Owner. Tenant shall be responsible for all costs associated with any tests deemed reasonably necessary to resolve any and all interference as set forth in this Lease. If such interference has not been corrected within three (3) days, Owner may (i) require Tenant to remove the specific items from the Tenant's equipment causing such interference, or (ii) eliminate the interference at Tenant's expense. Tenant shall indemnify Owner and hold Owner harmless from all claims arising from any interference to the extent caused by Tenant.

5. Relocation of Premises. Owner reserves the right, upon thirty (30) days prior written notice and at its sole expense, to relocate any of Tenant's equipment from the Premises to a new premises in the Building ("Equipment Relocation") along with the same improvements provided in Exhibit B and subject to the same Owner Provided Services and connectivity as in the Premises; provided, however, that in the event of an emergency, Owner reserves the right to perform Equipment Relocation with no advance notice to Tenant. Owner agrees to reimburse Tenant for any direct damages to Tenant's equipment where such damage is a direct result of Owner's gross negligence or willful misconduct in connection with such Equipment Relocation. No other payments shall be made by Owner to Tenant with respect to damages arising out of such Equipment Relocation, including without limitation compensation for any lost business or lost profits due to damaged or malfunctioning equipment, as a result of any such Equipment Relocation. In the event Owner shall undertake an Equipment Relocation: (i) Owner shall use commercially reasonable efforts to move Tenant's equipment to a location which shall afford comparable connectivity to Owner's network as the Premises; and (ii) Owner and Tenant agree to work together in good faith to minimize any disruption of Tenant's services as a result of such relocation.

6. Security Deposit. Intentionally deleted.

7. Meet-Me Room Connectivity. Initially, Tenant has elected to have the right to connect to the Copper/Fiber/Global™ Meet-Me Room (the "Meet-Me Room") from the Premises. Tenant reserves the right to request additional connectivity in the future and Owner will accommodate such requests to the extent possible. At such time, Tenant shall pay the charges for such connectivity set forth on Exhibit C, as adjusted from time to time. Changes or additions to Tenant's connectivity shall be in writing and shall require Tenant's written approval. Tenant agrees that any such Meet-Me Room connectivity is a privilege and not a right, and that Owner may exclude Tenant from Meet-Me Room connectivity for cause. Owner shall not be liable for damages, nor shall the rental herein reserved be abated; for Owner's failure to provide Meet-Me Room connectivity, functions and services, nor shall the temporary failure to furnish any of such services due to such events be construed as an eviction of

Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease. Tenant shall have a right of access to the Meet-Me Room without an escort provided by the Building Management. Any actions necessary in the Meet-Me Room to establish Tenant's connections with other users shall occur pursuant to procedures and charges established by the Owner that may change from time to time. Notwithstanding any preceding provision to the contrary, should Tenant lose its privilege to Meet-Me Room connectivity, for any reason, Tenant shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Owner, in which case Owner and Tenant shall have no further rights or obligations to the other, unless such rights or obligations expressly survive termination of the Lease.

8. Roof Space. Tenant has not elected to rent additional space on the rooftop of the Building. The Premises do not include any space on the roof or the ability to connect to any rooftop facilities. Any rooftop access or connectivity shall be pursuant to additional written agreements executed by Tenant and Owner.

9. Possession. Owner shall deliver the Premises to Tenant on the Commencement Date with Landlord's Work complete, as required by Exhibit B. In the event of Owner's inability to deliver possession of the Premises in the condition required pursuant to Exhibit B at the start of the Lease Term, Owner shall not be liable for any damage caused thereby, nor shall this Lease become void or voidable, nor shall the Lease Term be extended, but in such event, no rental shall be payable by Tenant to Owner for the portion of the Lease Term prior to delivery of the Premises to Tenant with Landlord's Work completed. Tenant shall pay Landlord for Landlord's Work upon completion of Landlord's Work, but not prior to the Commencement Date.

10. Services Provided By Owner. Owner shall, at its sole cost and expense, maintain the Premises and the Building in a first class order and condition, except for damage occasioned by the acts of Tenant, Tenant's Representatives and Tenant's agents, employees, invitees and customers. Owner shall maintain the fire suppression systems, heating and ventilation, electrical and mechanical systems on and serving the Premises. Owner shall furnish the Premises with HVAC, lighting and electricity as may be reasonably required for the use of the Premises on a 24 hour a day, seven day a week basis and provide janitorial service (general cleaning and trash removal). For the Premises, Owner shall provide power for Tenants equipment pursuant to Exhibit B. Tenant's electrical load can not exceed the wattage per square foot specified in Exhibit B. Owner shall not be liable for damages, nor shall the rental herein reserved be abated, for failure to furnish or delay in furnishing any of the foregoing services, nor shall the temporary failure to furnish any of such services due to such events be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease, provided that Owner shall make best efforts to restore services as soon as possible. Should Owner be unable to restore services within thirty (30) days, Tenant shall have the right to terminate this Lease, in which case Owner and Tenant shall have no further rights or obligations to the other, unless such rights or obligations expressly survive termination of the Lease.

11. Repairs And Alterations. Tenant accepts the Premises; Building; Meet-Me Room; and the Building wiring chases and corridors ("Building Spaces"), "AS IS," except for the Tenant Improvements provided for in Exhibit B, and agrees that the Premises are in a good and tenable condition. Owner makes no warranty or representation that the Building, Meet-Me Room or the Building Spaces are suitable for Tenant's purposes. Tenant shall not remove existing improvements, or alter or improve the Premises or any racks housed in the Premises in any way without the written approval and consent of Owner in its sole discretion. Tenant may request that Owner improve or alter the Premises ("Owner's Work"). Tenant shall provide Owner with detailed plans and specifications of any requested Owner's Work and the reason behind its request. No later than ten (10) business days after receipt of such plans and specifications, Owner shall notify Tenant of its approval of the requested Owner's Work, or of any changes required thereto ("Owner Response"). Owner shall have the right to deny any such request in its sole discretion. The Owner Response shall include any charges payable by Tenant in order for Owner to complete Owner's Work and a projected completion date for Owner's Work. Tenant shall reimburse Owner for the full cost of Owner's work within thirty (30) days after receipt of Owner's invoice therefor. All damage or injury to the Premises caused by Tenant, Tenant's representatives, or by any persons who may be in or upon Premises with the consent of Tenant, shall be paid for by Tenant (or, if applicable, Tenant's insurer). Owner may make any alterations or improvements to the Premises and or the Building which Owner may deem necessary for the preservation, safety or improvement of the Premises or Building; provided that Owner shall use reasonable efforts not to interfere with or interrupt the conduct of Tenant's business at the Premises. All alterations, additions and improvements to the Premises, except trade fixtures (installed by Tenant and removable without damage to the Premises or Building), shall become the property of Owner. Tenant shall cause any and all work performed pursuant this Section 11 to be completed in a legal and workman-like manner.

12. Entry and Inspection. Owner may make periodic inspections of any part of Tenant's equipment upon reasonable advance notice to Tenant, and Tenant shall have the right to be represented during such inspections; provided, however, that if, in Owner's judgment, such notice is not commercially practicable, Owner may make such inspection immediately but shall thereafter provide notice of the inspection to Tenant. The making of periodic inspections or the failure to do so shall not operate to impose upon Owner any liability of any kind whatsoever, nor relieve Tenant of any responsibility, obligation or liability assumed under this Lease. If any part of Tenant's equipment is not installed and maintained in accordance with the terms and conditions of this Lease, and Tenant has not corrected such non-compliance within ten (10) days after notice from Owner, Owner may, at its option: (i) terminate this Lease; or (ii) correct the condition at Tenant's expense. If such condition poses an immediate threat to the safety of Owner's employees or the public, interferes with the performance of Owner's network facilities, or poses an immediate threat to the physical integrity of Owner's facilities, Owner may, without providing Tenant prior notice, perform such work and take such action that it deems reasonably necessary ("Corrective Action"). In the event

Owner or its agents shall engage in such Corrective Action, Owner or agents shall not be liable for damage to Tenant's equipment or for any interruption of Tenant's services. As soon as practicable after taking such Corrective Action, Owner will advise Tenant in writing of the work performed or the action taken and Tenant shall promptly reimburse all reasonable expenses incurred by Owner in connection therewith.

13. Access. Tenant's access to the suite in which the Premises are located is non-exclusive. Tenant, and Tenant's representatives will limit their presence in the Building to those areas where they have legitimate business related activities. Tenant agrees to comply with the reasonable requirements of any Rules and Regulations of Owner, which Rules and Regulations shall not interfere with Tenant's use of the Premises, as defined in Section 4, or Meet-Me Room, as defined in Section 7. A current copy of the rules and regulations, which are subject to change at Owner's sole discretion, are available from the Owner. Tenant shall defend and indemnify Owner from (i) any claims by Tenants employees, agents and contractors arising from Tenant's use of the Premises except claims for death or injury proximately caused by Owner's gross negligence or willful act and (ii) any damages caused by Tenant, its employees, agents and contractors relating to any damages caused by them to the Building, Owner's equipment or equipment of other tenants and any other damages relating thereto arising from Tenant's use of the Premises. All Tenant's work in the Building and Premises shall be performed in a safe and workmanlike manner. Tenant's authorized representatives shall have access to the Premises and Building during normal business hours. Tenant shall comply with Owner's security procedures for the Premises and Building and agrees that only authorized engineers, employees or agents of Tenant will be permitted to enter the Premises and Building, and only upon conditions set forth herein.

14. Damage Or Destruction. If the Premises or Building are damaged by fire, wind, or other such casualty, the damage shall be repaired by and at the expense of Owner, provided the cost of such repairs is covered by insurance and such repairs (to restore Premises to usable condition) can be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the Rent shall be abated in proportion to the part of Premises that are unusable by Tenant in the conduct of its business. Notwithstanding anything in this Section 14 to the contrary, there shall be no abatement of rent by reason of any portion of the Premises being unusable for a period equal to one day or less. If such repairs cannot be made within sixty (60) days, or the cost of such repairs are not covered by insurance, Owner may, at its option, make necessary repairs within a reasonable time, and in such event this Lease shall continue in effect and the rent shall be abated in the manner provided above. Owner's election to make repairs must be evidenced by written notice to Tenant within thirty (30) days after the occurrence of the damage. If such repairs cannot be made within sixty (60) days or the cost of such repairs are not covered by insurance and Owner does not elect to make such repairs, then either party may, by written notice to the other, terminate this Lease. A total

destruction of the Building shall automatically terminate this Lease.

15. Indemnity, Release, Loss and Waiver of Subrogation. Tenant shall defend and indemnify Clise Agency Inc. and Owner, and their agents, employees, officers, directors, shareholders, members and partners (collectively "Releasees") and hold Releasees harmless from and against any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission or negligence of Tenant or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about Building, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises (including the Meet-Me Room), except to the extent caused by the negligence or willful misconduct of Releasees. Owner hereby agrees to indemnify, defend, and hold harmless Tenant from and against any liability, damages, costs, or expenses, including attorneys' fees, resulting from damage to property of and injuries to third parties and caused by the negligence or willful misconduct of Releasees in or about the Building, except to the extent caused by the negligence or willful misconduct of Tenant or its officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors. Owner and Clise Agency, Inc. shall not be responsible for providing security, and Tenant hereby releases the Releasees from any claim for damage or loss of property that may arise as a result of vandalism, theft or other criminal activity in or about the Building or Westin Building Garage. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW.

NEITHER PARTY, OR THEIR RESPECTIVE AFFILIATES OR CONTRACTORS, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THIS LEASE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED (E.G. BREACH OF LEASE, NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, INTENTIONAL, ETC.) AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. TO THE EXTENT THAT ANY RISKS COVERED BY THIS SECTION ARE IN FACT COVERED BY INSURANCE, TENANT SHALL CAUSE ITS INSURANCE CARRIERS TO CONSENT TO SUCH RELEASE AND WAIVER AND TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST RELEASEES.

16. Insurance. Tenant shall procure and maintain throughout the Lease Term, the following insurance as provided by insurance companies reasonably satisfactory to Owner: (1) Standard form property insurance insuring against the perils of fire, vandalism, and malicious mischief extended

coverage ("special form") covering all Tenant's equipment located in the Premises in an amount not less than its full replacement cost; and (2) Commercial general liability insurance insuring against any liability arising out of the license, use or occupancy of the Premises the Building or Building spaces by Tenant in an amount of not less than \$2,000,000 combined single limit coverage for injury or death of one more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. Prior to taking possession of the Premises, Tenant shall provide a certificate of insurance evidencing the above requirements and in the case of subsection (2) above, the policies shall (a) list Owner and Clise Agency, Inc. as an additional insured on a per location basis and (b) contain a provision that such insurance shall be primary and noncontributing with any other insurance available to Owner. All policies shall require notice to Owner of not less than forty-five (45) days prior to any cancellation or material change in any coverage and Tenant shall furnish to Owner any renewal certificates prior to the expiration of such coverage. Owner shall have and keep in effect from the date of this Lease and at all times until the end of the Term, "special form" property insurance insuring Owner and the Building (excluding tenant-owned property) and commercial general liability insurance insuring Owner and Clise Agency, Inc., including contractual liability coverage, with such policy amounts and deductibles as Landlord determines from time to time in accordance with sound and reasonable risk management principles.

Self-Insurance. Landlord hereby consents to Tenant's right to comply with and satisfy the obligations contained in this Section 16 as to maintenance of policies of insurance by acting as a self-insurer as to the applicable insurance coverage, Tenant/King County, a charter county government under the constitution of the State of Washington, maintains a fully funded self-insurance program as referenced in King County Code 2.21 for the protection and handling of liabilities including injuries to persons and damage to property. Tenant agrees to provide the Landlord with at least thirty (30) days prior written notice of any material change in Tenant's self-funded program and will provide Landlord with a certificate of self-insurance as adequate proof of coverage. Landlord further acknowledges, agrees and understands that the Tenant does not purchase commercial general liability insurance and is a self-insured governmental entity; therefore the Tenant does not have the ability to add the Landlord as an additional insured. Should the Tenant elect to cease self-insuring its liability exposures and purchase commercial general liability insurance, Tenant agrees to add the Landlord (and those other entities requested by Landlord and which have an interest in the Building) as an additional insured and comply with this Section 16.

Waiver of Subrogation. The parties agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by insurance and each hereby releases the other from any such claim or liability regardless of the cause of such loss or damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate

such waiver and release upon written notice to the other party hereto. Such waiver is conditioned upon the parties having had their respective insurance companies issue a policy or endorsement providing that the waiver or release of subrogation rights shall not adversely affect or impair such policies or recovery by the insured thereunder.

In the event that Tenant self insures under this Section 16, then:

- (i) as to matters covered by Section 16, the waiver of claims and rights of subrogation apply as if Tenant had maintained the insurance coverage required hereunder, and
- (ii) Landlord shall not be responsible for payment of any deductible or self-insured retention or uninsured amount.

17. Liens And Insolvency. Tenant shall keep Premises and Building free from any liens or encumbrances arising out of any work performed by Tenant, materials furnished by Tenant, or obligations incurred by Tenant. In the event any such claims or liens shall be asserted or filed by any persons, firms or corporations engaged by or through Tenant to perform labor or professional services or furnish material (collectively, "mechanics liens"), Tenant shall pay off, or cause the same to be discharged of record by the posting of a bond in accordance with R.C.W. 60.04.161, within five (5) days of Owner's written demand, and any failure by Tenant to do so shall constitute a default. Owner shall also have an immediate right to terminate this Lease by giving Tenant notice of its election to do so, if: (i) Tenant makes an assignment for the benefit of creditors, or a receiver is appointed for Tenant's business, and such receiver is not dismissed within sixty (60) days; or (ii) any proceeding is instituted by or against Tenant under any state or federal insolvency or bankruptcy act and any such proceeding, if involuntary, is not stayed or dismissed within sixty (60) days.

18. Tenant's Default And Owner's Re-Entry. Except as expressly limited in this Lease, upon Tenant's default, under this Lease, the Owner shall have all remedies available at law and equity and the right, upon lease termination, to remove Tenant's Equipment from the Premises. These remedies shall specifically include the right to elect to terminate this lease, either by notice or by operation of law, and re-enter the Premises while preserving the right to recover damages equal to the full amount of rent reserved through the full term of the lease less any rent actually received upon the reletting of the Premises to third parties.

19. Surrender of Possession. Upon expiration of the term of this Lease, Tenant shall promptly and peacefully surrender Premises to Owner in good and clean condition and shall have removed all equipment and cabling, wherever located in the Building. If Tenant fails to remove its equipment and cabling upon the expiration of this Lease, such equipment and cabling shall be deemed abandoned; and Owner may, without liability, remove such equipment, and Tenant shall reimburse Owner for all costs associated therewith.

20. Costs And Attorneys' Fees. If Tenant or Owner shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Owner for the recovery of rent or possession of Premises, the prevailing party shall be awarded a reasonable sum for attorneys' fees and costs in such suit, including fees incurred in appeals. Owner shall recover attorneys' fees incurred by it in bankruptcy proceedings in which Tenant is the debtor.

21. Non-Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Owner shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent.

22. Assignment And Subletting. Tenant shall not sublease the whole or any part of the Premises. Tenant shall not assign, mortgage, encumber or otherwise transfer this Lease without in each case first obtaining Owner's written consent, which consent shall not be unreasonably withheld. No such assignment or other transfer shall relieve Tenant of any liability under this Lease. Owner's Consent shall not operate as a waiver of the necessity for consent to any subsequent assignment or transfer. Each request for an assignment must be accompanied by a Processing Fee, of Fifteen Hundred Dollars (\$1,500). Except as specifically provided below in this Section 22, if Tenant is a corporation, partnership, limited liability company or other entity, any transfer of this Lease by merger, consolidation or liquidation, or any change in the ownership of, or power to vote, a majority of its outstanding voting stock or other beneficial ownership interests, shall constitute an assignment for the purpose of this Section 22. As a condition to Owner's approval, any potential assignee otherwise approved by Owner shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant for the payment of Rent and performance of all terms, covenants and conditions of this Lease. Owner may assign or otherwise transfer its right, title and interest in this Lease upon thirty (30) days notice to Tenant. Notwithstanding the preceding, Tenant may without Owner's prior consent assign this Lease in its entirety to any entity acquiring substantially all of the assets of Tenant. Such assignment shall not relieve Tenant of its obligations hereunder. No processing fee shall be required for such assignment. If Owner assigns its right, title and interest in this Lease pursuant to this Section 22, then Owner is immediately released from further responsibility hereunder, and Tenant agrees to look solely to any successor owner for performance of Owner's duties under this Lease and for the redress of any breach by Owner occurring prior to or after the transfer.

23. Successors. Subject to the preceding Section, all of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Owner and Tenant and their respective heirs, executors, administrators, successors and assigns.

24. Sales and B&O Tax. If any governmental authority or unit under any present or future law effective at any time during the term of this Lease shall in any manner levy a tax on in any form against Owner because of, or measured by, income derived from Tenant of any nature whatsoever, (including any business and occupation, sales or use tax), the amount of the next succeeding month's Rent following payment of such tax by Owner shall be increased by an amount equal to such tax paid by Owner. In the event that it shall not be lawful for Tenant to pay such tax, the rental payable to Owner under this Lease shall be revised to net Owner the same net rental after imposition of any such tax as would have been payable to Owner prior to the imposition of any such tax. Tenant shall not be liable to pay any amount because of income tax of a general nature applicable to Owner's various interests or sources of income.

25. Subordination and Nondisturbance; Estoppel.

a. Subordination. This Lease shall be subject and subordinate to any first mortgage or deed of trust now existing or hereafter affecting the Building, and to any and all advances to be made thereunder, and to interest thereon and all modifications, renewals, refinances and replacements or extensions thereof ("Owner's Mortgage"), provided that a condition precedent to Tenant's agreement to subordinate this Lease pursuant to this Section 25 shall be Tenant's receipt of written assurance by the mortgagee or beneficiary of any deed of trust that in the event of a foreclosure sale or deed in lieu of foreclosure, for so long as Tenant is not in default under the terms, covenants and conditions of this Lease, this Lease shall continue in full force and effect as a direct lease between the Tenant and Owner or succeeding owner of the Premises.

b. Foreclosure, Nondisturbance and Attornment. In the event of a foreclosure under Owner's Mortgage, this Lease shall continue in full force and effect, Tenant's possession of the Premises shall not be disturbed provided Tenant is not in default under this Lease beyond all applicable notice and cure periods, and Tenant will attorn to and recognize the mortgagee or purchaser at a foreclosure sale as Tenant's landlord for the remainder of the Lease Term. If any mortgagee of the land and the Building wishes to have this Lease prior to the lien of its mortgage, then and in such event, upon such mortgagee notifying Tenant to that effect, this Lease shall be deemed prior to the lien of such mortgage.

c. Process. Tenant shall promptly execute and deliver any commercially reasonable document required by Owner or the holder of Owner's Mortgage necessary to confirm the agreement set forth in Sections 25(a) and 25(b). Such document (a "Subordination, Non-Disturbance and Attornment Agreement") may also contain, at the option of Owner's mortgagee, such further assurances by Tenant to Owner's mortgagee as are reasonable, usual or customary in the commercial lending industry (e.g., assurances by Tenant to Owner's mortgagee that this Lease shall not be amended or terminated without its consent, that Tenant shall provide Owner's mortgagee with notice and opportunity to cure any default under this Lease by Owner, and that any defaults by Owner under the Lease shall not be

offset against the rent due from Tenant).

d. Estoppel Certificate. Tenant shall, within twenty (20) days after receiving a written request from Owner, execute and deliver to Owner a written statement, which may be relied upon by Owner and any third-party with whom Owner is dealing, certifying the following: the accuracy of the Lease; the commencement date and expiration date of the Lease; that the Lease is unmodified and in full force and effect, or in full force and effect as modified, setting forth in detail the date and nature of the modification; whether to Tenant's knowledge, Tenant is in default or whether Tenant has any claims or demands against Owner and, if so, specifying the default, claim or demand; and other correct and reasonably ascertainable facts which are covered by the terms of this Lease; and such other reasonable, usual or customary assurances as may be requested by a third party intending to rely upon the validity and/or security of this Lease.

26. Condemnation. In the event that during the term of this Lease all of the Westin Building (or any portion of the Westin Building the taking of which adversely affects the ability of the Tenant to use the Premises for the use allowed hereunder, or adversely affects the ability of the Owner to continue to allow the use of the Premises by the Tenant for the use allowed hereunder) is taken by condemnation, or in lieu of condemnation, then this Lease shall be terminated as of the date the condemnor takes possession. Any award arising from the taking shall belong to and be paid to Owner except that Tenant shall retain its right to relocation assistance benefits.

27. Hazardous Substances. As used herein, the term "Hazardous Materials" means (i) any hazardous or toxic wastes, materials or substances that are, or may become, regulated by any applicable local, state or federal laws. Tenant agrees that there shall be no use, presence, disposal, storage, generation (collectively "Hazardous Use"), or intentional release, as defined in 42 U.S.C. Section 9601 (22), or any successor(s) thereto of Hazardous Materials on, or under the Premises by Tenant or any persons or entities authorized to act on behalf of Tenant (hereafter "Tenant Authorized Persons"). If at any time during the term Tenant knows or believes that any release by Tenant Authorized Persons of any Hazardous Materials has come to be located upon or about the Premises, then Tenant shall, as soon as reasonably possible following the discovery thereof by Tenant, give verbal and follow-up written notice of that condition to Owner. Tenant covenants to investigate, clean up and otherwise remediate any such release of Hazardous Materials at Tenant's cost and expense; such investigation, cleanup and remediation shall be performed only after Tenant has obtained Owner's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency, including but not limited to taking actions necessary to prevent the release from migrating, leaching or otherwise expanding, and actions necessary to respond to any immediate obligations imposed on Tenant by a government entity, without first obtaining Owner's written consent. All cleanup and remediation shall be done to the reasonable satisfaction of Owner. It is the express intention of the parties hereto that Tenant shall be liable under this Section 27, to the extent the release of Hazardous Substances by Tenant Authorized Persons is in any way

connected with the location, maintenance and/or operation of Tenant's Equipment and Tenant's use of the Premises, if such release occurred, was created or caused after the execution of this Lease. Tenant shall indemnify, defend protect and hold Owner (including its directors, officers, employees, partners, and agents) harmless from and against any and all third party claims, judgments, damages (excluding consequential damages), demands, actions, penalties, fines, liabilities, losses, suits, administrative proceedings and costs and expenses (including, but not limited to, attorneys', legal fees and consultants' fees) (hereafter "Claims") to the extent that such Claims arise from or are related to Hazardous Use or release of Hazardous Materials on or about the Premises caused by the acts or omissions of Tenant Authorized Persons, if and to the extent the same is in any way related to the location, maintenance and/or operation of Tenant's Equipment or Tenant's use of the Premises or arising out of any violation by Tenant Authorized Persons of any of the laws or regulations referred to in this Section 27, or breach of any of the provisions of this Section 27.

28. Miscellaneous Provisions.

a. Notices. All notices under this Lease shall be in writing and delivered: (i) by facsimile; (ii) by private courier service which provides a receipt; or (iii) by registered or certified mail, postage prepaid, return receipt requested. All notices shall be deemed to have been given upon the earlier of: (i) receipt, as evidenced by courier's receipt, certified mail receipt, or written evidence of completion of facsimile transmission; or (ii) if mailed, as provided above, the third day following due deposit in the United States mail. Notices shall be addressed to the other party at

If to Owner:

2001 Sixth LLC
The Westin Building, Suite 300
2001 Sixth Avenue
Seattle, WA 98121
Attn: Building Manager

If to Tenant:

King County, Facilities Management Division
500 Fourth Avenue, Suite 800
Seattle, WA 98101
Attn: Leasing Manager

b. Name of Building. Owner reserves the right in its sole discretion to change the name of Building.

c. Time Of Essence. Time is of the essence of this Lease.

d. Force Majeure. Except for Tenant's obligations of payments due under this Lease, the executory obligations of parties hereunder shall be excused to the extent, but only to the extent, delayed or prevented by reason of Essential Power supply failure, or by labor disturbances or labor disputes of any character, by the inability to secure fuel, supplies, machinery, equipment or labor after

reasonable efforts to do so, restrictive governmental laws or regulations, riots, insurrection, acts of terror, war or any other causes beyond the reasonable control of the affected party hereto and which such party could not by reasonable diligence have avoided ("Force Majeure"). The party directly affected by a Force Majeure shall use all reasonable efforts to minimize the effects of the same.

e. Entire Agreement. This Lease together with the Exhibits hereto contains all the covenants and agreements between Owner and Tenant relating in any way to the use and occupancy of the Premises, and all other matters set forth in this Lease. No prior agreements or understandings, whether oral or written, pertaining to this Lease shall be valid or of any force or effect; and the covenants and agreements of this Lease may not be altered, modified or added to except in writing signed by both parties.

f. Advertising. Tenant shall not inscribe any inscription, post, place, or in any manner display any sign, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about Premises or Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from any where outside Premises without first obtaining Owner's written consent thereto.

g. Venue and Laws. This Lease shall be interpreted under the laws of the State of Washington and the venue and forum for any action relating to this lease shall be King County Superior Court.

h. Anti-Discrimination. Owner shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Owner shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County.

29. Exhibits: The following Exhibits are attached hereto and incorporated into this Lease by this reference:

- a. Exhibit A Legal Description & Diagram of Premises
- b. Exhibit B Work Letter Addendum

Legal Description of The Westin Building: Lots 11 and 12 (less portion for street), Block 15 of addition to town of Seattle, as laid off by Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), as per plat recorded in Volume 1 of plats, page 103, records of King County, Washington, situated in King County Washington.

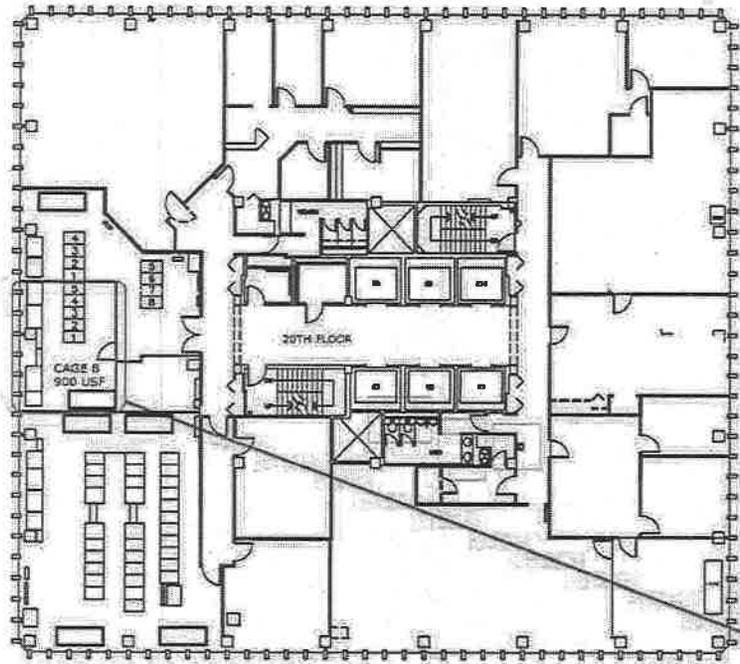
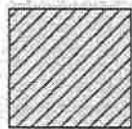
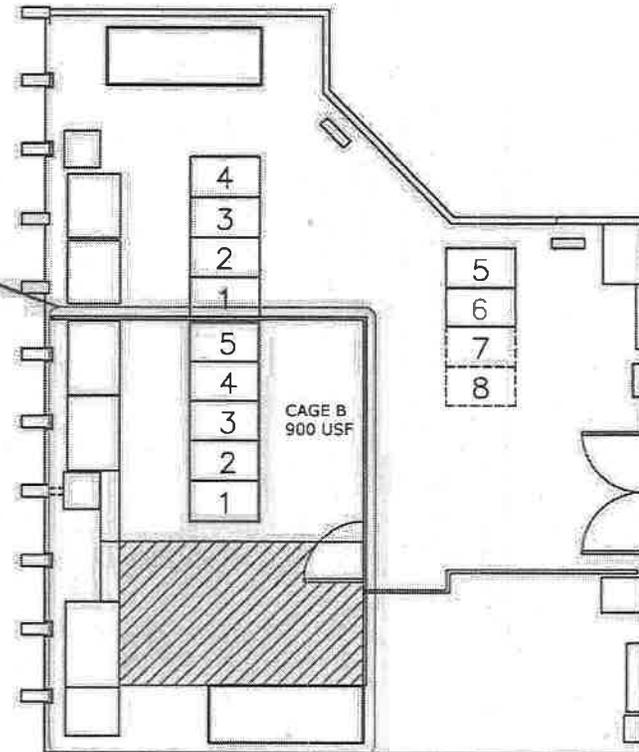


Exhibit A
Floor Plan
Westin Building Telecommunications Facility
King County
Suite 2015 Cage Facility
Cage B
Unit: 2015CB



Maintenance Clearance/
egress aisle





ECC ORDER
Exchange Customer Care

Suite/Unit:
Order Date: 2/19/2016
Valid Thru: 3/20/2016

Order Number: E15-0225
Order Type: Connectivity
Issued To: King County
401 Fifth Avenue
Suite 0600
Seattle, WA 98104

Requested By: Su, Hanker
Phone: (206) 263-7986
Email: hanker.su@kingcounty.gov

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>COST</u>
FMMR		<ol style="list-style-type: none"> 1. Provide & Install (1) 144 SMF from 2015B to FMMR (RR TBD); 2. Provide & Install (1) CLSSC-04U, (1) CSH-03U in FMMR and (1) PCH-04U w/splice tray bracket in 2015B. 3. Provide & Install (24) Splice trays, (24) 4m SM/SC/UPC pigtails, (24) SM/SC adapters. 4. Fusion splice (288) SMF, (144) on each end. 5. Test all (144) strands of SM Fiber Bi-directional and provide results. 	\$18,975.00
804		<ol style="list-style-type: none"> 1. Provide & Install (1) 144 SMF from 2015B to UW Suite 804 (RR TBD). 2. Provide & Install (2) PCH-04U w/splice tray bracket, 1 each in suites 2015B & 804. 3. Provide & Install (24) Splice trays, (24) 4m SM/SC/UPC pigtails, (24) SM/SC adapters. 4. Fusion splice (288) SMF (144) on each end. 5. Test all (144) strands of SM Fiber Bi-directional and provide results. 	\$24,450.00
Comcast		<ol style="list-style-type: none"> 1. Provide & Install (1) 96 SMF from 2015B to Comcast splice case located in 2nd floor North Telco Closet, Coll slack loop in Telco closet. 2. Provide & Install (1) PCH-04U w/splice tray bracket in 2015B. 3. Provide & Install (12) Splice trays, (12) 4m SM/SC/UPC pigtails, (12) SM/SC adapters in 2015B. 4. Fusion splice (144) SMF in 2015B only, Comcast splicing will be provide by others. 5. Perform OTDR test from 2015B only on 144 Strands of SMF, complete testing will be provided by others. 	\$18,296.00



Suite/Unit:
Order Date: 2/19/2016
Valid Thru: 3/20/2016

Order Number: E15-0225
Order Type: Connectivity
Issued To: King County
 401 Fifth Avenue
 Suite 0600
 Seattle, WA 98104

Requested By: Su, Hånker
Phone: (206) 263-7986
Email: hanker.su@kingcounty.gov

ITEM	QTY	DESCRIPTION	COST	
			Subtotal	\$61,721.00
			Sales Tax (9.5%)	\$5,925.22
			TOTAL COST	\$67,646.22

WESTIN FEES	QTY	DESCRIPTION	MRC	NRC
FMMR MRC		\$1,220.00 (\$610 per panel / per month)	\$1220.00	
804 MRC		Standard MMR 'By-Pass' surcharge is waived (\$150 per floor / 12 floors / X2 for bypassing FMMR / \$3600 Per month) less 50% totals \$1800, this order only.	\$1800.00	
CMCST MRC		Standard MMR 'By-Pass' surcharge is waived (\$100 per floor / 18 floors / X2 for bypassing FMMR / \$3600 Per month) less 50% totals \$1800, this order only.	\$1800.00	

TOTAL NON RECURRING CHARGES \$67,646.22
TOTAL MONTHLY RECURRING CHARGES \$4,820.00

Tenant Approval:
 (Must be signed by Authorized Representative) _____
 Signature Date

Print Name _____

Billing Address:
 (If different than above) _____

Payments to be made to **2001 Sixth LLC**. Accounts 30 days past due will be subject to 1.5% fee per month.

Additional Clarifications:

All hours estimated during normal business hours

Effective Date: _____, 2016

Tenant Name: King County

Cage/Rack Location: 2015 Cage B (Unit: 2015CB)

NRC - Non Recurring Charge
MRC - Monthly Recurring Charge

18330

Qty	Description	UNIT PRICE	NRC	MRC
SECTION 1: NRC Construction Related Connection Costs (N/A)				
SECTION 2: NRC for MMR Usage (N/A)				
SECTION 3: NRC & MRC Rates for Connectivity. (Additional connectivity provisioned via Rent Rate Supplement upon request)				
	Two (2) Fiber Meet-Me-Room Panels at \$610 per panel per month - Please reference ECC Order Number E15-0225 for NRC amounts identified below		\$1,220.00	\$1,220.00
	Point to Point 144CT SMF from Suite 804 to 2015CB Premises - (One-time 50% MRC reduction) - Please reference ECC Order Number E15-0225 for NRC amounts identified below		\$1,800.00	\$1,800.00
	Point to Point 96CT SMF from 2nd floor Comcast splice box to 2015CB Premises - (One-time 50% MRC reduction) - Please reference ECC Order Number E15-0225 for NRC amounts identified below		\$1,800.00	\$1,800.00
	Point to Point 96CT SMF per floor rate (low or high rise only)		\$100.00	
	Point to Point 72CT SMF per floor rate (low or high rise only)		\$75.00	
	Point to Point 24CT SMF per floor rate (low or high rise only)		\$50.00	
	Point to Point 12CT SMF per floor rate (low or high rise only)		\$35.00	
	Future point to point circuits that bypass the 18th Floor FMRR are 2X the rates shown above.			
	Total monthly recurring charge for in-building fiber connectivity			\$4,820.00
SECTION 4: MRC - Cage/Rack				
TELFACRNT	15 Rent for private cage space (15 kW cage)	\$ 490.00		\$ 7,350.00
SECTION 5: NRC - Cage/Rack				
BUILD	15 Total one time cage area set-up fees.	\$ 690.00	\$ 10,350.00	
TSJC	One time build-out costs for cage 2015 Cage B overhead cable tray, fiber trough, electrical drops and Tenant provided cabinet installation as specified on attached ECC Order #FP-2015KI-02. Includes WBX Management Fee and WSST.		\$ 17,342.88	
TSJC	One time fiber installation costs for cage 2015 Cage B as specified on attached ECC Order #E15-0225. Includes WSST.		\$ 67,646.22	
SECTION 6: NRC Construction Related Facility Costs (N/A)				
SECTION 7: MRC - Power Allocation & Electrical Infrastructure Fee (EIF)				
ELEC	15 Power Allocation	Total watts included in lease 15,000 Watts		Included in MRC - Cage/Rack
		One Time Cage Area Setup Total:	\$ 10,350.00	
		One Time ECC Orders FP-2015KI-02 & E15-0225:	\$ 84,989.10	
			Total One Time Costs: \$ 95,339.10	
			Total Monthly Recurring Rents: \$ 12,170.00	

- * All rates are plus Washington State Sales Tax to the extent applicable.
- * Credit card transactions are subject to a 3% processing fee.
- * Copper/Fiber/Global Meet-Me Room® access pursuant to Article 7 of the lease document, "Meet-Me Room Connectivity." Changes or additions to Tenant's connectivity shall be in writing and will require Tenant's written approval. Rates for connectivity listed in Section 3 are included on this Rent Schedule. Any changes to connectivity will be provisioned via RRS upon request. Rates are subject to periodic increases as determined by Owner.
- * Tenant agrees to pay to Owner all Installation Costs and Build-Out charges as shown on Exhibit C upon lease execution. All rates are plus Washington State Sales Tax to the extent applicable.