

**ATTACHMENT A:**

**LEASE AMENDMENT**

## FOURTH AMENDMENT OF DATA CENTER LEASE AGREEMENT

This Fourth Amendment of Data Center Lease Agreement (“Amendment”) is dated (for reference purposes only) the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Sabey DataCenter LLC, a Washington limited liability company (“Landlord”) and King County, a political subdivision of the State of Washington (“Tenant”), under that certain Data Center Lease Agreement, dated August 12, 2008, as amended by that certain First Amendment of Data Center Lease Agreement dated May 27, 2009, as amended by that certain Second Amendment of Data Center Lease Agreement dated March 11, 2010, as amended by that certain Third Amendment of Data Center Lease Agreement dated December 20, 2013 (collectively, the “Lease”), and International Gateway East LLC (“Owner”)(collectively, the “Parties”).

### RECITALS

- A. Landlord and Tenant desire to amend the Lease to extend the Term, reduce the Premises, and make other modifications in accordance with the terms and conditions hereinafter set forth.
- B. Except as may be expressly provided otherwise in this Amendment, capitalized terms in this Amendment have the meaning given such terms in the Lease. In the event of a conflict between the Lease and this Amendment, this Amendment shall take precedence over the Lease.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Landlord, Tenant, and Owner agree as follows:

- 1. Premises. Section 1.4. (Premises) is hereby amended by deleting the entirety of the text and replacing it with the following:

**Premises.** The “Premises” shall mean the space in Suite 5201 of the Building consisting of approximately 3,344 rentable square feet of data center space (“Data Center Space”), which Premises is a result of a reduction of approximately 4,148 rentable square feet of Data Center Space (“Give Back Space”), as the Premises and the Give Back Space are depicted on the floor plan attached as Exhibit B (Floor Plan of Premises). The Premises also includes:

- (i) 590 rentable square feet of storage space (“Storage Space”) on the first floor of the Building, as depicted on the floor plan attached as Exhibit B-1 (Floor Plan of Storage Space),
- (ii) Tenant Improvements described in Exhibit C (Work Letter Agreement) and Exhibit C-3 (Approved Plans) that are not part of the Give Back Space (“Remaining Tenant Improvements”),
- (iii) Additional Landlord’s Work to be performed by Landlord after the Modified Rent Commencement Date as described in Exhibit C-4 (Additional Landlord’s Work Letter and Plans), and

- (iv) "MPOE 101 RU Space" as more fully described in Section 1.4.3 for connectivity access. Tenant agrees that its employees and agents must be escorted by an employee of Landlord or Landlord's affiliate when they access the MPOE 101 RU Space.

1.1. Section 1.4.2 (Dark Fiber) is hereby amended by deleting the entirety of the text and replacing it with the following: Intentionally deleted.

1.2. A new Section 1.9.2 is hereby added to the Lease as follows:

**1.9.2. Modified Rent Commencement Date.** If this Amendment is fully executed on the first day of a calendar month, the "Modified Rent Commencement Date" means the date this Amendment is fully executed. If this Amendment is not fully executed on the first day of a calendar month, the Modified Rent Commencement Date is the first day of the calendar month that follows the date this Amendment is fully executed. The Parties shall confirm the Modified Rent Commencement date in writing.

1.3. A new Section 1.19.1 is hereby added to the Lease as follows:

**1.19.1. Additional Landlord's Work.** "Additional Landlord's Work" shall mean the improvements to be made by Landlord in accordance with Exhibit C-4. The Additional Landlord's Work consists of work to restore the Give Back Space that would otherwise be Tenant's obligation to perform under Section 3.5 on the Expiration Date of the Lease.

1.4. Section 2 (PREMISES) is hereby amended by adding the following paragraph to the end of the Section:

Landlord shall complete Additional Landlord's Work in accordance with Exhibit C-4. Notwithstanding anything to the contrary in this Lease, Tenant shall provide Landlord and Landlord's contractor with such access to the Premises as may be required by Landlord and Landlord's contractor to efficiently perform Additional Landlord's Work. Tenant acknowledges and agrees that Landlord shall have no obligation to improve the Premises except as may be expressly set forth in Exhibits C and C-4.

1.5. Section 2.3 (Tenant's Right of First Refusal) is hereby amended by deleting the entirety of the text and replacing it with the following: Intentionally deleted.

2. Term. The Term of the Lease is amended as follows:

2.1. Section 1.10 (Expiration Date) is hereby amended by deleting the entirety of the text and replacing it with the following:

**Expiration Date.** “Expiration Date” shall mean the last day of the 120<sup>th</sup> calendar month following the Modified Rent Commencement Date, unless sooner terminated or extended in accordance with this Lease.

- 2.2. Section 1.11 (Term) is hereby amended by deleting the entirety of the text and replacing it with the following:

**Term.** “Term” shall mean the period commencing on the Commencement Date, which was May 1, 2009, and expiring on the Expiration Date unless sooner terminated or extended in accordance with this Lease. Throughout this Lease, “initial” Term shall mean Term as defined in this Section 1.11.

- 2.3. Section 3.1 (Duration of Lease Term) is hereby amended by deleting the entirety of the text and replacing it with the following:

**Duration of Lease Term.** Tenant’s lease of the Premises commenced on the Commencement Date, which was May 1, 2009, and shall terminate on the Expiration Date unless sooner terminated or extended in accordance with this Lease.

- 2.4. A new Section 3.5.1 is hereby added to the Lease as follows:

**3.5.1 Surrender of Give Back Space.** On or before the Modified Rent Commencement Date, Tenant will peacefully surrender the possession of the Give Back Space to Landlord by removing any personal property and leaving the space in a broom clean condition. Tenant will not be responsible to restore the Give Back Space to the original condition when received by Tenant, but on or before the Modified Rent Commencement Date, Tenant must repair any damage to the Give Back Space caused by Tenant or its agents, employees, representatives, or contractors, normal wear and tear excepted, except as otherwise mutually agreed to by the Parties.

Except as otherwise provided in this Section 3.5.1, Tenant’s surrender obligations contained in Section 3.5 and Exhibit C-1 (Tenant’s Removable Property) pertaining to the Give Back Space shall be deemed satisfied, including any obligation to remove any cabling and wiring installed by either Landlord or Tenant that is in support of the Give Back Space, and Tenant shall have no further obligation thereunder. For the avoidance of doubt, the Parties agree that Section 3.5 does not apply to the Give Back Space.

### 3. Base Rent.

- 3.1. Section 1.12 (Base Rent) is hereby amended by deleting the entirety of the text and replacing it with the following:

**Base Rent.** “Base Rent” means Data Center Base Rent, MPOE 101 RU Space Rent, and Storage Space Rent. “Data Center Base Rent” means the amounts provided in the

schedule below:

| <b>Rent Period</b>  | <b>Price/kW</b> | <b>kW</b> | <b>Base Rent/Month</b> |
|---|-----------------|-----------|------------------------|
| First Twelve (12) months following the Modified Rent Commencement Date                        | \$130.00        | 350       | \$ 45,500.00           |
| 13 <sup>th</sup> through 24 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$133.25        | 350       | \$ 46,637.50           |
| 25 <sup>th</sup> through 36 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$136.58        | 350       | \$ 47,803.44           |
| 37 <sup>th</sup> through 48 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$140.00        | 350       | \$ 48,998.52           |
| 49 <sup>th</sup> through 60 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$143.50        | 350       | \$ 50,223.49           |
| 61 <sup>st</sup> through 72 <sup>nd</sup> Month after the Modified Rent Commencement Date     | \$147.08        | 350       | \$ 51,479.07           |
| 73 <sup>rd</sup> through 84 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$150.76        | 350       | \$ 52,766.05           |
| 85 <sup>th</sup> through 96 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$154.53        | 350       | \$ 54,085.20           |
| 97 <sup>th</sup> through 108 <sup>th</sup> Month after the Modified Rent Commencement Date    | \$158.39        | 350       | \$ 55,437.33           |
| 109 <sup>th</sup> Month after the Modified Rent Commencement Date through the Expiration Date | \$162.35        | 350       | \$ 56,823.27           |

Data Center Base Rent shall be payable as provided in Section 4.

3.2. Section 1.12.2 (Dark Fiber Rent) is hereby amended by deleting the entirety of the text and replacing it with the following: Intentionally deleted.

3.3. Section 1.12.3 (MPOE 101 RU Space Rent) is amended by adding the following language to the end of such Section:

Commencing May 1, 2021 and continuing through the Expiration Date, the “MPOE 101 RU Space Rent” means the amounts provided in the schedule below:

| <b>Rent Period</b>  | <b>MPOE 101 RU Space Rent/Month</b> |
|---------------------|-------------------------------------|
| 5/1/21 - 11/30/21   | \$ 153.73                           |
| 12/1/21 - 11/30/22  | \$ 158.35                           |
| 12/1/22 - 11/30/23  | \$ 163.10                           |
| 12/1/23 - 11/30/24  | \$ 167.99                           |
| 12/1/24 - 11/30/25  | \$ 173.03                           |
| 12/1/25 through the | \$ 178.22                           |

|                 |  |
|-----------------|--|
| Expiration Date |  |
|-----------------|--|

3.4. A new Section 1.12.4 is hereby added to the Lease as follows:

**1.12.4. Storage Space Rent.**

“Storage Space Rent” means the amounts provided in the schedule below:

| <b>Rent Period</b>  | <b>Price/RSF</b> | <b>RSF</b> | <b>Storage Space Rent/Month</b> |
|---|------------------|------------|---------------------------------|
| First Twelve (12) months following the Modified Rent Commencement Date                        | \$1.00           | 590        | \$ 590.00                       |
| 13 <sup>th</sup> through 24 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$1.03           | 590        | \$ 604.75                       |
| 25 <sup>th</sup> through 36 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$1.05           | 590        | \$ 619.87                       |
| 37 <sup>th</sup> through 48 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$1.08           | 590        | \$ 635.37                       |
| 49 <sup>th</sup> through 60 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$1.10           | 590        | \$ 651.25                       |
| 61 <sup>st</sup> through 72 <sup>nd</sup> Month after the Modified Rent Commencement Date     | \$1.13           | 590        | \$ 667.53                       |
| 73 <sup>rd</sup> through 84 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$1.16           | 590        | \$ 684.22                       |
| 85 <sup>th</sup> through 96 <sup>th</sup> Month after the Modified Rent Commencement Date     | \$1.19           | 590        | \$ 701.32                       |
| 97 <sup>th</sup> through 108 <sup>th</sup> Month after the Modified Rent Commencement Date    | \$1.22           | 590        | \$ 718.86                       |
| 109 <sup>th</sup> Month after the Modified Rent Commencement Date through the Expiration Date | \$1.25           | 590        | \$ 736.83                       |

Storage Space Rent shall be payable as provided in Section 4.

3.5. A new Section 1.12.5 is hereby added to the Lease as follows:

**1.12.5. Additional Rent for Restoration of Give Back Space.**

- (i) In consideration of Landlord’s performance of the Additional Landlord’s Work, Tenant shall pay Landlord, no later than ten (10) days after the Modified Rent Commencement Date, a lump sum payment not to exceed Four Hundred Fifty Two Thousand and 00/100 Dollars (\$452,000.00) (“Additional Rent for Restoration of the Give Back Space”).
- (ii) The Additional Rent for Restoration of Give Back Space reflects the amount of additional rent that would have been charged by Landlord and payable by Tenant

on a monthly basis over the Term of the Lease had Tenant not originally committed to restoring the Give Back Space at the end of the Term.

- (iii) The Additional Rent for Restoration of Give Back Space is in addition to any other charges due under this Lease.

3.6. Section 1.13 (Additional Rent) is hereby amended by deleting the text in its entirety and replacing it with the following:

“Additional Rent” shall mean the amounts described in Section 8 and any other sum due under this Lease, excluding (i) Base Rent, (ii) Tenant Contribution for Tenant Improvements, and (iii) the Additional Rent for Restoration of Give Back Space.

4. Section 1.22 (Exhibits) is amended by deleting the text in its entirety and replacing it with the following:

**Exhibits.** The following exhibits or riders are attached to this Lease and are incorporated into this Lease by this reference:

- (a) Exhibit A - Legal Description
- (b) Exhibit B - Floor Plan of Premises
- (c) Exhibit B-1 - Floor Plan of Storage Space
- (d) Exhibit C - Landlord’s Work
- (e) Exhibit C-1 - Tenant’s Removable Property
- (f) Exhibit C-2 - Services Offering
- (g) Exhibit C-3 - Approved Plans
- (h) Exhibit C-4 - Additional Landlord’s Work Letter and Plans
- (i) Exhibit D - Rules and Regulations
- (j) Exhibit E - Parking Area

5. Extension Options.

5.1. Section 3.3 (Extension Term) is amended by deleting the text in its entirety and replacing it with the following:

**Extension Term.** Provided that Tenant is in compliance with all the terms and conditions of this Lease and has not been in default of this Lease beyond any applicable cure period during the last twenty-four (24) months of the Lease Term, Tenant shall have the option (“Option”) to extend the Term of this Lease for two (2) additional periods of five (5) years each (each, an “Option Term”) on the same terms and conditions of this Lease as are provided for in the initial Term, except as provided in this Section 3.3 or in Section 3.4 and without any free rent periods or Tenant Improvement allowances. The first Option Term commences upon the date of expiration of the initial Term of this Lease. The second Option Term commences upon the date of expiration of the first Option Term. To exercise its Option, Tenant must give written notice to Landlord that Tenant is exercising

its Option at least twelve (12) months before the Expiration Date of the initial Term, or first Option Term as the case may be. Once such notice is delivered to Landlord, such notice shall be irrevocable by Tenant. Tenant acknowledges and agrees that notwithstanding anything to the contrary in this Lease, the right to exercise the Option shall not extend to any assignee or subtenant of Tenant, or to any space assigned or subleased by Tenant, unless agreed to in writing by Landlord, and any attempt to exercise the Option by any such unauthorized assignee or subtenant, or by Tenant in connection with such assigned or subleased space, shall be deemed null and void.

5.2. Section 3.4 (Base Rent During Renewal Term(s)) is hereby amended by deleting the text in its entirety and replacing it with the following:

In the event that Tenant elects to exercise its Options to extend the Term of this Lease in accordance with the terms of Section 3.3, the Base Rent for each Option Term shall be equal to the then-market rent for similarly improved space in comparable buildings for comparable use in the Seattle region as determined by Landlord subject to adjustment as provided for in Section 3.4; provided, however, that in no event shall the Base Rent during the Option Term be less than the Base Rent for the last year of the initial Lease Term, or prior Option Term, as the case may be. The adjusted Base Rent shall commence on and be payable on the first day of the Option Term and shall continue thereafter throughout the Option Term. The market rate shall be determined on a data center wholesale basis by analyzing comparable lease transactions and lease renewals in the Seattle region. In analyzing comparable transactions, all reasonable factors affecting rent shall be taken into consideration, including, but not limited to, the building age, size, style and condition and the date of the comparable lease.

If Landlord and Tenant cannot agree on a market rate for the Option Term prior to ninety (90) days before Lease termination ("Appraisal Process Start Date"), then Landlord and Tenant agree to use the appraisal process outlined as follows: Landlord and Tenant shall each, within five (5) days after the Appraisal Process Start Date, hire an MAI appraiser. Each appraiser must have a minimum of five (5) years appraisal experience in the Seattle area. Each appraiser shall complete his/her appraisal within thirty (30) days after the Appraisal Process Start Date. If the appraisers' opinion of the market rate differs by less than ten percent (10%) of the amount of the higher appraisal; then the market rate shall be the average of the two appraisals. If the appraisers' opinion of market rate differs by more than ten percent (10%) of the higher appraisal then a third MAI appraiser satisfying the same qualifications shall be mutually hired by Landlord and Tenant within ten (10) days after the date that both appraisals have been completed and provided to the other party and paid for by both Landlord and Tenant. The third appraiser will evaluate the market using the same parameters outlined in the preceding Section and will complete a market rate estimate within twenty (20) days after being hired. The market rate estimate of the third appraiser shall be averaged with the market rate estimate of the appraiser closest to it. The Base Rent for the Option Term shall be the higher of the resultant average rent utilizing this process or the Base Rent being paid at the time of the renewal. The adjusted Base



Rent will increase by two and one-half percent (2.5%) on an annual basis starting on the second year of the relevant Option Term throughout each Option Term. If the market rate has not been determined by the commencement date of the Option Term, Tenant shall pay Base Rent upon the terms and conditions in effect during the last month of the initial Term or preceding Option Term as the case may be, until such time as the market rate has been determined. Upon such determination, the Base Rent shall be retroactively adjusted to the commencement of the Option Term.

5.3. Section 4.1 (Payment) is hereby amended by deleting the text in its entirety and replacing it with the following:

**Payment.** Tenant shall pay Landlord the monthly installments of Base Rent in the amounts provided in Sections 1.12, 1.12.3 and 1.12.4, and Additional Rent as provided in Section 1.13 in lawful money of the United States, in advance, on the Modified Rent Commencement Date and thereafter on or before the first day of each month throughout the Term. Base Rent and Additional Rent shall be paid by Tenant without notice or demand, deduction, abatement, or offset, except as expressly provided herein. Base Rent and Additional Rent for any partial month at the end of the Lease Term shall be prorated in proportion to the number of days in such month. Base Rent and Additional Rent are collectively referred to in this Lease as "Rent."

6. Services and Utilities; Repairs and Maintenance.

6.1. Section 7.1 (Services and Utilities; Landlord's Obligations) is hereby amended by deleting the entirety of the text and replacing it with the following:

**Services and Utilities; Landlord's Obligations.** Landlord shall supply Landlord's standard Building and Property security services and elevator service, Landlord's standard trash removal services (excluding disposal of Hazardous Substances or medical or biological waste) from the Building compactor, if any, electrical power access, and standard plumbing and water (including sewer) services. If the power provided by Landlord causes interference with the proper operation of Tenant's Equipment, Tenant will be responsible for providing at Tenant's sole expense any filtering or regulation devices within the Premises to correct the interference.

Base Rent excludes the cost of electricity to the Premises, which shall be paid by Tenant as Additional Rent as provided in Section 8. Tenant shall utilize best practices (such as blanking plates) to insure that their space operates at a high level of efficiency. In no event may Tenant's electrical power usage in the Premises at any time exceed 350 kilowatts of power. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Landlord may, at its option, from time to time, conduct audits of its power systems to ensure that Tenant's usage thereof is in compliance with the terms of this Lease, including the amperage allocated to Tenant. If Landlord determines that Tenant is out of compliance, Landlord, at its option, and in addition to all other rights

and remedies available to Landlord, may immediately require Tenant to disconnect any non-compliant piece of Tenant's Equipment, and charge Tenant for the costs of such additional electrical power consumed by such non-compliant piece of Tenant's Equipment.

Landlord's obligation to provide the services and utilities described in this Section 7.1 is subject to Section 11 (Damage and Destruction) and Section 22 (Condemnation).

Before installing fixtures, lights or Equipment in the Premises, which consume or require services or utilities exceeding the levels described in Exhibit C-2 (Services Offering), Tenant shall obtain the written permission of Landlord. Landlord may refuse to grant such permission unless Tenant agrees to pay Landlord's costs, including Landlord's reasonable administrative fee, for installation of supplementary air conditioning capacity or electrical systems as necessitated by such equipment or lights. In addition, Tenant shall pay Landlord as Additional Rent the amount estimated by Landlord (including Landlord's administrative fee) as the cost of furnishing services or utilities for the operation of such equipment or lights and the cost of operation and maintenance of any supplementary air conditioning units necessitated by Tenant's use of such equipment or lights.

Tenant acknowledges that Landlord will restrict access to the Building in accordance with the Building's security system and security procedures, provided that Tenant shall have at all times during the Term of this Lease (24 hours of all days) reasonable access to the Premises, in accordance with such procedures.

If after request by Tenant, Landlord furnishes HVAC or other services or utilities in addition to the utilities or services required to be provided by Landlord under this Lease, including without limitation, furnishing utilities or services in amounts exceeding the levels described in Exhibit C-2, then the cost of such non-standard or additional services or utilities, as reasonably established by Landlord, shall be paid by Tenant as Additional Rent.

- 6.2. Section 7.2 (Services and Utilities; Tenant's Obligations) is hereby amended by deleting the entirety of the text and replacing it with the following:

**Services and Utilities; Tenant's Obligations.** Tenant shall be solely responsible for providing, and shall pay as Additional Rent, all charges for any special janitorial services within the Premises and any services desired by Tenant that are in excess of Landlord's standard Building and site security services. It is understood that except as provided in Sections 7.1, 7.4, or with regard to the equipment, services and utilities listed in Exhibit C-2, and Landlord's obligations for construction, operation and maintenance, as well as any applicable warranties, for Tenant Improvements in the Premises, including Additional Landlord's Work, pursuant to Exhibit C-4, Landlord shall not be required to provide any services or utilities to Tenant, and Tenant shall make

all necessary arrangements to have such services billed directly to Tenant and paid directly by Tenant.

- 6.3. Section 7.4 (Landlord's Repair and Maintenance Obligations) is hereby amended by deleting the text in its entirety and replacing it with the following:

**Landlord's Repair and Maintenance Obligations.** Except as provided in Sections 9 (Improvements and Alterations by Tenant), 11 (Damage or Destruction) or 22 (Condemnation), Landlord shall cause to be maintained in reasonably good order and condition the Building (other than any leased premises) and the public and common areas of the Property, such as lobbies, elevators, stairs, corridors, restrooms, and the Premises' water, if applicable; provided, however, Tenant shall be responsible for the cost of repair of damage occasioned by any act or omission of Tenant or Tenant's officers, contractors, agents, invitees, licensees or employees, subject to Section 12, Waiver of Subrogation. Landlord shall maintain, repair and operate in compliance with the operation and performance standards provided in the Approved Plans, attached to Exhibit C, the equipment and systems listed in Exhibit C-2, including chilled water system (and associated controls), standby generator systems and associated electrical systems, UPS systems, power distribution units ("PDU"), and additionally, prior to the substantial completion of the Additional Landlord's Work, the Tenant Improvements constructed by Landlord pursuant to the Work Letter Agreement attached hereto as Exhibit C, and, following the substantial completion of the Additional Landlord's Work, the Remaining Tenant Improvements provided for in Exhibit C-4. In conjunction with its maintenance and repair obligations pursuant to this Section 7.4, Landlord shall be responsible for the cost of repair from damage occasioned by any negligent act or omission of Landlord or Landlord's contractors, agents, invitees, licensees or employees, subject to Section 12, Waiver of Subrogation.

7. Section 8 (Additional Rent) is hereby amended by deleting the text in its entirety and replacing it with the following:

**Additional Rent.** Landlord and Tenant acknowledge and agree beginning on the Modified Rent Commencement Date that this Lease is a full service lease, meaning that Tenant shall not be liable for any share, proportionate or otherwise, of Taxes, Infrastructure Operating Costs, and Operating Costs (as each was defined in Section 8 of the Lease prior to this Amendment), which are included in Base Rent. Tenant is no longer obligated to pay Tenant's Share of Taxes, Operating Costs, Building Operating Costs, and Infrastructure Operating Costs as Additional Rent, but Tenant shall continue to pay its electrical utility costs to Landlord on a monthly basis as Additional Rent as provided herein.

**8.1 Tenant's Electric Utility Charge.** Landlord and Tenant agree that the cost to provide electricity (including electricity required for providing cooling for the Premises) to the Premises is not included in the Base Rent. Landlord will estimate the cost of Tenant's electricity usage utilizing meters installed to monitor the energy usage of Tenant's UPS units.

The ratio of Tenant's UPS unit electricity usage to the overall Shared Infrastructure UPS unit usage shall be applied to the overall Shared Infrastructure electricity bill to determine Tenant's share of the Shared Infrastructure electricity bill. Tenant shall pay to Landlord as Additional Rent each month the Landlord's estimate of Tenant's electrical utility charges. At the end of each calendar year quarter, Landlord shall compare the previous three (3) month's actual charges to its estimates. Tenant shall pay any amounts owing within 30 days as Additional Rent. Landlord shall apply any credit amounts against the following month's bill. Landlord shall adjust the estimate quarterly. Landlord will not provide reconciliations of Tenant's power usage at the end of each calendar year. If Landlord uses standby generators to generate electricity for Tenant during a billing period (for example, during utility interruptions), the effective energy rate during the generator run period is the cost of the fuel divided by the amount of energy generated by the generators.

**8.2 Tenant's Personal Property Taxes.** To the extent Tenant is required to pay Personal Property Taxes, Tenant shall pay prior to delinquency all such taxes payable with respect to all Property of Tenant located on the Premises or the Property and, upon Landlord's request, shall promptly provide Landlord with written proof of such payment or provide Landlord with the applicable tax exemption. Solely for purposes of this Section 8.2, "Property of Tenant" shall include the Landlord's Work as provided in Exhibit C, Additional Landlord's Work as provided in Exhibit C-4, Tenant's Work, Tenant's Equipment, including the Data System and all other improvements which are paid for by Tenant, and "Personal Property Taxes" shall include all property taxes assessed against the Property of Tenant, whether assessed as real or personal property.

8. Section 14.3 (Property Insurance) is hereby amended by adding the following sentence to the end of the Section:

Tenant's insurance obligations in this Section 14.3 shall not apply to the Give Back Space.

- 8.1. Section 14.6 (Self-Insurance) is hereby amended by replacing the reference to "King County Code 4.12" with "King County Code 2.21."

9. Exhibit C-2 (Services Offering), Section I (Services), subsection (e) is hereby amended by deleting the text in its entirety and replacing it with the following:

Landlord will provide up to 350 kilowatts of generator backed-up electricity to the Data Center Space.

10. A new Section 33 is hereby added to the Lease as follows:

Landlord 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 as provided in King County Code 12.16.125. Landlord 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.

11. Entire Amendment and Effective Date. This Amendment sets forth the entire agreement of the Parties with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed by the Parties hereto or their respective successors and interests. This Amendment shall be effective on and after the Modified Rent Commencement Date and continuing through the Expiration Date. Nothing in this Amendment is intended to operate retroactively to the Modified Rent Commencement Date.
12. Acknowledgement. The Parties hereto each acknowledge that except as expressly modified by this Amendment, all the terms and conditions of the Lease remain unchanged and are in full force and effect and enforceable in accordance with their terms.
13. Execution. This Amendment may be executed in several counterparts and all so executed shall constitute one Amendment, binding on all the Parties hereto even though all the Parties are not signatories to the original or the same counterpart. Delivery of a facsimile or other copy of this Amendment has the same effect as delivery of an original.
14. Exhibits. Exhibit B to the Lease is hereby amended by deleting the entirety of the exhibit and replacing it with Exhibit B attached to this Amendment, which Exhibit B to this Amendment is incorporated herein and into the Lease by this reference. The Lease is hereby amended by adding Exhibit B-1 attached to this Amendment, which Exhibit B-1 is incorporated herein and into the Lease by this reference. The Lease is hereby amended by adding Exhibit C-4 attached to this Amendment, which Exhibit C-4 is incorporated herein and into the Lease by this reference.
15. Owner Consent. Owner hereby consents to this Amendment.
16. Fourth Amendment Cancellation Option. If the Landlord has executed this Amendment but Tenant has not executed this Amendment by December 31, 2016, then Landlord has the option ("Cancellation Option") to cancel this Amendment by providing written notice of such to Tenant. If Landlord exercises the Cancellation Option, then:
  - (i) this Amendment will be cancelled, void, and of no further force and effect, regardless of whether the Tenant subsequently countersigns the Amendment, and
  - (ii) all of the terms and conditions of the Lease, as previously amended, remain unchanged and are in full force and effect and enforceable in accordance with their terms.

*The rest of this page is intentionally left blank; signatures are on the following page.*

TENANT:

KING COUNTY

Date: \_\_\_\_\_

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

Its: \_\_\_\_\_

LANDLORD:

SABEY DATACENTER LLC, by Sabey Corporation, Manager

Date: 10/07/16

By: Patricia L. Jewell

Its: Senior VP, Finance

OWNER:

INTERNATIONAL GATEWAY EAST LLC, by Sabey Corporation, Manager

Date: 10/07/16

By: Patricia L. Jewell

Its: Senior VP, Finance

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of KING COUNTY, a political subdivision of the State of Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 7<sup>th</sup> day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn as such, personally appeared Patricia A. Sewell, to me known to be the Senior Vice President, Finance, of Sabey Corporation, Manager of SABEY DATACENTER LLC, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.



Jessica Devon McCord  
Printed Name: Jessica Devon McCord  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle, WA.  
My commission expires: 2/19/19.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 7<sup>th</sup> day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn as such, personally appeared Patricia A. Sewell, to me known to be the Senior Vice President, Finance, of Sabey Corporation, Manager of INTERNATIONAL GATEWAY EAST LLC, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.



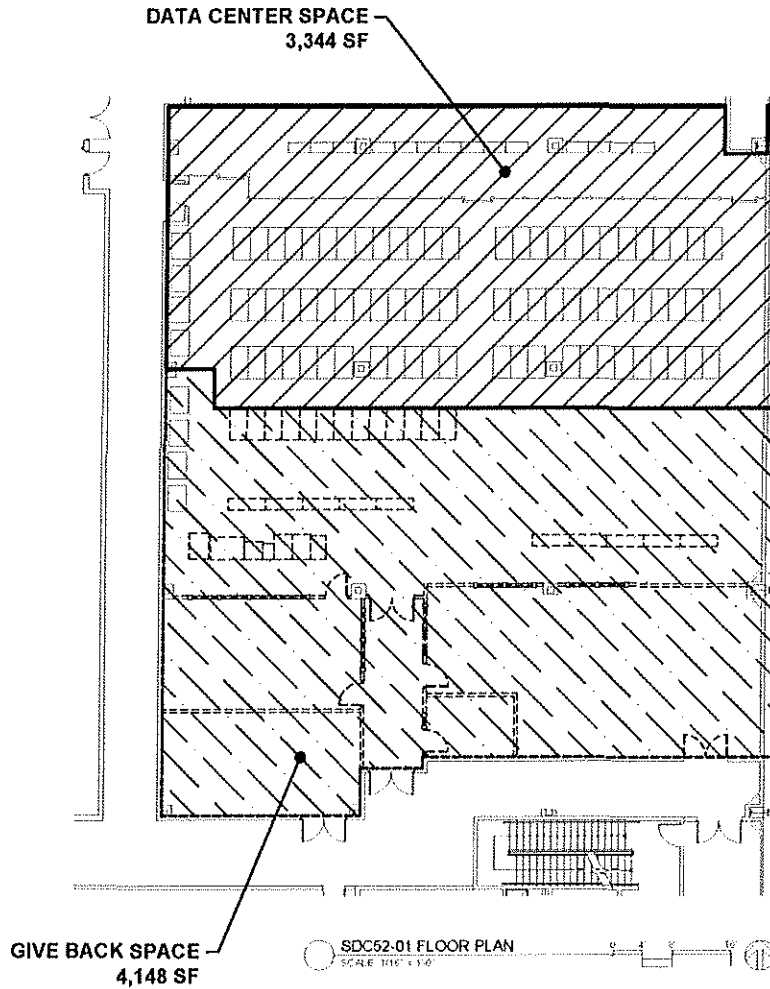
Jessica Devon McCord

Printed Name: Jessica Devon McCord  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle, WA.  
My commission expires: 2/19/19.



**EXHIBIT B  
TO LEASE AGREEMENT  
FLOOR PLAN OF PREMISES**

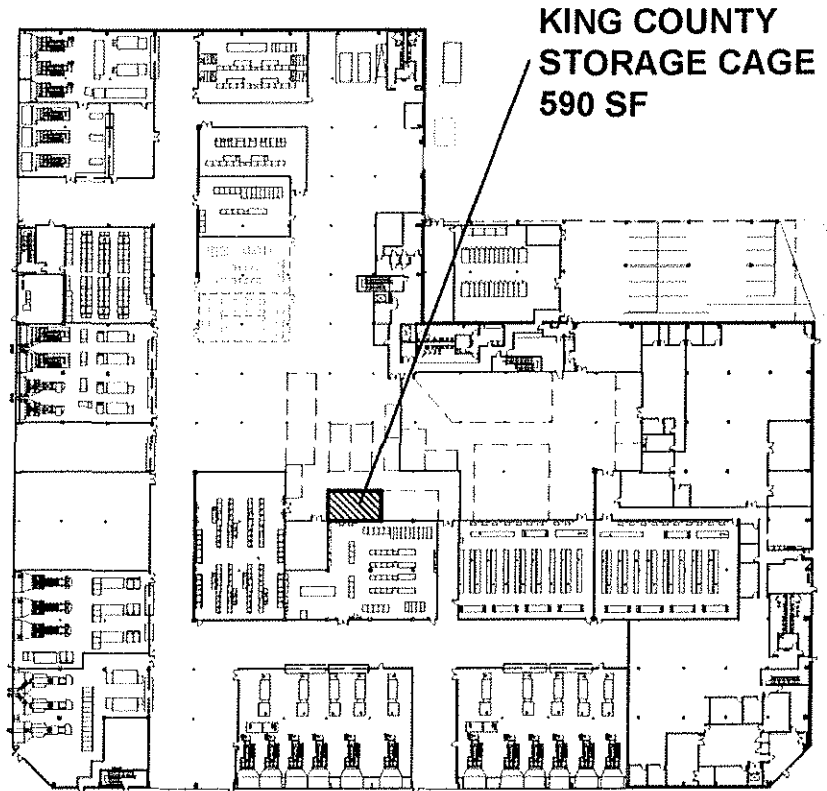
The floor plan which follows is intended solely to identify the general location and, if applicable, dimensions of the Premises, and should not be used for any other purpose. All areas, dimensions and locations are approximate, and any physical conditions indicated may not exist as shown.



|                                    |   |           |                                |
|------------------------------------|---|-----------|--------------------------------|
| <b>SABEY</b><br>SABEY ARCHITECTURE | <b>KING COUNTY REDUCTION</b><br>INTERGATE EAST # BUILDING 5 # SDC52-01                          | REVISIONS | DATE 03/20/16                  |
|                                    | 12201 Tukwila INTL Blvd - 4th Floor, Seattle, WA 98108 T 206 261.8700 F 206 261.6920 W saby.com |           | SCALE 1/8" = 1'-0"<br>DRAWN EM |

**EXHIBIT B-1  
TO LEASE AGREEMENT  
FLOOR PLAN OF STORAGE SPACE**

The floor plan which follows is intended solely to identify the general location and, if applicable, dimensions of the Storage Space, and should not be used for any other purpose. All areas, dimensions and locations are approximate, and any physical conditions indicated may not exist as shown.



**SABEY**  
Data Centers

**INTERGATE.EAST - BLDG. 5 // FLOOR 1**

3355 S 120TH ST, TUKWILA, WA

AUGUST 30, 2016

SABEY ARCHITECTURE 12201 TUKWILA INTERNATIONAL BLVD. SUITE 400 SEATTLE, WA 98168 (206) 281-8700 FAX (206) 281-0920

**EXHIBIT C-4  
TO THE LEASE AGREEMENT  
ADDITIONAL LANDLORD'S WORK LETTER AND PLANS**

This Exhibit C-4 ("Additional Landlord's Work Letter and Plans") is part of that certain Lease Agreement ("Lease") dated August 12, 2008, by and between Sabey Datacenter LLC, a Washington limited liability company ("Landlord"), and KING COUNTY, a political subdivision of the State of Washington ("Tenant"), under which Tenant has leased the Premises as defined in Section 1.4 of the Lease. Capitalized terms not defined herein shall have the meaning assigned to them in the Lease. In the event of a conflict between the Lease, as amended, and this Additional Landlord's Work Letter and Plans, the Additional Landlord's Work Letter and Plans shall take precedence over the Lease.

**1. COMPLETION SCHEDULE.**

Landlord shall commence the Additional Landlord's Work promptly upon the Modified Rent Commencement Date and complete the same as provided in Section 4 below.

**2. ADDITIONAL LANDLORD'S WORK.**

The "Additional Landlord's Work" is defined in Section 1.19.1 of the Lease and includes all design and construction work to be done in the Premises pursuant to the Additional Landlord's Work Plans described in Section 3 below.

**3. ADDITIONAL LANDLORD'S WORK PLANS.**

The specifications required for the performance of the Additional Landlord's Work and which present a full and complete accounting of the scope of the work ("Additional Landlord's Work Plans") are attached to this Exhibit C-4 as Attachment 1. Landlord and Tenant have reviewed and approved the Additional Landlord Work Plans.

**4. CONSTRUCTION OF LANDLORD'S WORK.**

**4.1 Completion Date.** Landlord shall achieve substantial completion of the Additional Landlord's Work in accordance with the Additional Landlord's Work Plans within ninety (90) days after the Modified Rent Commencement Date ("Additional Landlord's Work Completion Date"). If there is a force majeure event under Section 31.6 or a delay caused by Tenant that prevents Landlord from achieving substantial completion of the Additional Landlord's Work by the Additional Landlord's Work Completion Date, the Additional Landlord's Work Completion Date will be extended day for day as long as such delay or force majeure event continues. The work shall be conducted in a manner that does not disrupt the data center operations of Tenant and Landlord shall take reasonable steps to avoid any such disruption. Landlord shall notify Tenant in writing when the work is complete ("Substantial Completion Notice"), subject only to unfinished items typically found in a punch list. Tenant must inspect the Premises and provide Landlord with written

notice of any punch list items within ten (10) days after receipt of the Substantial Completion Notice. Landlord shall complete all punch list items within forty (40) days of issuing the Substantial Completion Notice to Tenant. Following completion of the Additional Landlord's Work, the Tenant Improvements, as defined in Exhibit C, shall be only the Remaining Tenant Improvements, which are those remaining within the Premises and connected thereto.

**4.2 Indemnification.** Landlord shall indemnify, defend (using legal counsel acceptable to Tenant) and hold Tenant harmless from all claims, damages, costs, judgments and settlements against Tenant from Landlord's contractor or subcontractors arising from the construction covered in this Additional Landlord's Work Letter and Plans. Landlord further agrees to indemnify, defend and hold Tenant harmless for any personal injury or property damage claims arising from the construction of the Additional Landlord's Work contemplated herein. Nothing in this Section 4.2 shall require Landlord to protect, defend and indemnify Tenant to the extent of its sole negligence. This indemnity with respect to acts or omissions during the term of construction of the Additional Landlord's Work shall survive termination and expiration of the Lease. The foregoing indemnity covers actions brought by Landlord's own employees and it is specifically and expressly intended to constitute a waiver of Landlord's own immunity, as respects the Tenant only, under Washington's Industrial Insurance Act, RCW Title 51, only to the extent necessary to provide Tenant with a full and complete indemnity from claims made by Landlord and its employees, to the extent provided herein. Landlord shall promptly notify Tenant of casualties or accidents occurring during construction. **TENANT AND LANDLORD ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 4.2 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.**

**4.3 Warranties.** Upon completion of the Additional Landlord's Work, Landlord shall warrant to Tenant that the Additional Landlord's Work has been completed in accordance with the Additional Landlord's Work Plans and the work is free from defects in workmanship and materials for one (1) year following the date of completion.

**5. ACCEPTANCE OF ADDITIONAL LANDLORD'S WORK.** Landlord and Tenant hereby agree that Additional Landlord's Work as set forth in this Additional Landlord's Work Letter and Plans shall be constructed by Landlord's contractor, Sabey Construction Inc., at Landlord's sole risk and liability. Tenant's acceptance of the Additional Landlord's Work shall be deferred until Landlord informs Tenant of the completion of Additional Landlord's Work as provided in Section 4 above. The existence and repair of punch list items shall not postpone the Additional Landlord's Work Completion Date, the obligation of Tenant to pay Base Rent, Additional Rent, or the Additional Rent for Restoration of Give Back Space. If after 40 days, Landlord has failed to diligently undertake repairs of punch list items previously identified by Tenant, the failure to repair such punch list items shall be considered a default by Landlord and subject to the provisions of Section 19.9.

**6. PAYMENT OF COST OF ADDITIONAL LANDLORD'S WORK**

Tenant shall pay Landlord for the Additional Landlord's Work in accordance with Section 1.12.5 of the Lease.

**7. MISCELLANEOUS**

A default or the failure to perform under this Work Letter shall be a default under the Lease, and without limiting the non-defaulting party's other rights, the non-defaulting party shall be entitled to all of its remedies under the Lease with respect to such default.

LANDLORD:  
Sabey Datacenter, LLC  
By Sabey Corporation, its Manager  
By: Patricia L. Jewell  
Its: Senior VP, Finance  
Date: 10/07/16

TENANT:  
King County  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADDITIONAL LANDLORD'S WORK PLANS**

[ATTACHED]

# SABEY Construction

July 21, 2015

Mr  
John Sasser  
12201 Tukwila International Blvd  
Seattle, WA 98168

PROJECT: Suite 5201A Reconfiguration  
SCI Job #: TBD

SUBJECT: Proposal 3 Quotation

Cost Type:

John

Contained herein is our quotation to perform work as documented in our Proposal 3.

Please see the attached budget to complete a portion of the modifications to suite 5201A per your scope letter dated 5/7/15 and the revised space plan dated 7/13/15. We also included a site visit of the existing space with the major subcontractors. No additional PDC's or STS' will be installed at this time and no reconfiguring of existing cabinets or power distribution to those cabinets have been included as part of this proposal. Please review and let me know if you have any questions.

Thank You,



Glenn Parry, Project Manager  
Sabey Construction, Inc.

Copy: Proposal 3 File  
0

PROPOSAL

Project: Suite 5201A Reconfiguration  
Owner: John Sasser  
Contractor: Sabey Construction  
Architect:

Proposal  
003  
Rev. 3

Title: Suite 5201A Reconfiguration

7/21/15  
Date

**Project Description:**

Demolish all interior office and storage room walls to allow for the expansion of the existing data center space. Remove all existing electrical systems, HVAC equipment, and associated duct work serving these areas. Remove existing floor coverings and grind floor then apply new built-up epoxy floor system to match existing. Install new suspended ceiling and lower a portion of existing data center ceiling to improve air flow. Existing Star Line bus to remain at the existing 78 King County cabinets as shown on revised space plan. The existing power distribution will be modified to separate wherever possible. Any shared power equipment will have meters installed to monitor power use. Install a new fence to separate the King County area from the future customer area. Add a new 4" conduit from each of the MPOE rooms and the 5202B IDF cage to service new area. Install card readers to existing South entry doors.

**Specific Inclusions:**

Installing metering and/or re-feeding existing Star Line bus as needed to allow for separate monitoring of power usage of existing equipment. Demo of existing interior office walls and ceilings. Install new ceilings and floor coating in area removed by demo. All work during normal working hours.

**Specific Exclusions:**

Removal, relocation or programming changes of any owner equipment including but not limited to cameras, security system, cabinets, or furniture. Power distribution to any new cabinet locations. Power distribution equipment other than what is needed to separate existing bus.

**Contractor Proposal:**

|   |            |
|---|------------|
| Proposed <u>Design &amp; Construction</u> = | \$ 421,437 |
| Proposed <u>Permits</u> =                   | \$ 4,136   |
| Proposed <u>Escalation</u> =                | \$ -       |
| Proposed <u>Contractor Contingency</u> =    | \$ 24,815  |
| Proposed <u>Insurance</u> =                 | \$ 2,850   |
| Proposed <u>Builders Risk Insurance</u> =   | \$ -       |
| Proposed <u>Fee</u> =                       | \$ 21,920  |
| Proposed <u>Business Tax</u> =              | \$ 3,158   |
| Proposed <u>Bond Premium</u> =              | \$ -       |
| Proposed <u>Sales Tax</u> =                 | \$ 44,031  |
| Proposed <u>Total Project Cost</u> =        | \$ 522,346 |

Proposed Schedule Duration or see attached schedule.

6 weeks

Other Notes:





| ESTIMATE SUMMARY   |  |                           |          |                     |           |                  |
|--|--|---------------------------|----------|---------------------|-----------|------------------|
| PROJECT:   | Suite 5201A Reconfiguration                              | 07/21/15                  | 11:27 AM | REVISION:           | 3         |                  |
| Sabey JOB #  | TBD  | PROJECT DURATION: 6 weeks |          |                     |           |                  |
| Client:  | John Sasser  | EXTENSIONS                |          |                     | TOTALS    |                  |
| <p>Demolish all interior office and storage room walls to allow for the expansion of the existing data center space. Remove all existing Eletrical systems, HVAC equipment, and associated duct work serving these areas. Remove existing floor coverings and grind floor then apply new built-up epoxy floor system to match existing. Install new suspended ceiling and lower a portion of existing data center ceiling to improve air flow. Existing Star Line bus to remian at the existing 78 King County cabinets as shown on revised space plan. The existing power distribution will be modified to separate wherever possible. Any shared power equipment will have meters installed to monitor power use. Install a new fence to separate the King County area from the future customer area. Add a new 4" conduit from each of the MPOE rooms and the 5202B IDF cage to service new area. Install card readers to existing South entry doors.</p> |  | Labor                     | Material | SubCont / Equipment | EXTENDED  |                  |
| 0  | Procurement & Contracting Requirements                   | -                         | -        | -                   | \$0       |                  |
| 1  | General Requirements                                     | 43,504                    | 1,825    | 2,000               | \$47,329  |                  |
| 2  | Existing Conditions                                      | 2,500                     | 4,250    | 25,100              | \$31,850  |                  |
| 8  | Openings   | -                         | -        | 4,500               | \$4,500   |                  |
| 9  | Finishes   | -                         | -        | 73,982              | \$73,982  |                  |
| 10   | Specialties (Fencing)                                    | -                         | -        | 15,000              | \$15,000  |                  |
| 21   | Fire Suppression   | -                         | -        | 14,000              | \$14,000  |                  |
| 23   | Heating, Venting, & Air Conditioning (HVAC)              | -                         | -        | 69,315              | \$69,315  |                  |
| 25   | Integrated Automation ( ALC Power Monitoring)            | -                         | -        | 10,000              | \$10,000  |                  |
| 26   | Electrical   | -                         | -        | 120,375             | \$120,375 |                  |
| 28   | Electronic Safety & Security ( Fire Alarm/ Card readers) | 700                       | 450      | 26,086              | \$27,236  |                  |
| HARD COST TOTAL  |  |                           |          |                     | \$413,587 |                  |
| 090  | Architect & Engineer Fees                                | 5,000                     | -        | -                   | \$5,000   |                  |
| 120  | Insurance  | -                         | -        | 2,850               | \$2,850   |                  |
| SOFT COST TOTAL  |  |                           |          |                     | \$7,850   |                  |
| HARD & SOFT COST TOTAL   |  |                           |          |                     | \$421,437 |                  |
| SUB-TOTAL  |  | PERMITS                   |          | SOFT COST           | 1.0%      | \$4,136          |
| CONTRACTOR CONTINGENCY   |  |                           |          | SOFT COST           | 6.0%      | \$24,815         |
| GENERAL LIABILITY INSURANCE  |  |                           |          | SOFT COST           | 0.65%     | \$2,850          |
| SUB-TOTAL  |  |                           |          | SUBTOTAL            |           | \$453,237        |
| FEE  |  |                           |          |                     | 5.0%      | \$21,920         |
| B/O TAX  |  |                           |          |                     | 0.686%    | \$3,158          |
| SUB-TOTAL  |  |                           |          | SUBTOTAL            |           | \$478,315        |
| SUB-TOTAL  |  |                           |          | SUBTOTAL            |           | \$478,315        |
| WA STATE SALES TAX   |  |                           |          |                     | 9.5%      | \$44,031         |
| <b>TOTAL BID PRICE</b>   |  |                           |          | <b>TOTAL</b>        |           | <b>\$522,346</b> |
| DEVELOPMENT (SOFT COSTS)   |  |                           |          |                     | \$4,815   |                  |
| SABEY CONSTRUCTION (HARD COSTS)  |  |                           |          |                     | \$507,531 |                  |
|  |  |                           |          |                     | \$522,346 |                  |
| <b>Inclusions:</b>   |  |                           |          |                     |           |                  |
| Installing metering and/or re-feeding existing Star Line bus as needed to allow for separate monitoring of power usage of existing equipment. Demo of existing interior office walls and ceilings. Install new ceilings and floor coating in area removed by demo. All work during normal working hours.   |  |                           |          |                     |           |                  |
| <b>Exclusions:</b>   |  |                           |          |                     |           |                  |
| Removal, relocation or programing changes of any owner equipment including but not limited to cameras, security sytem, cabinets, or furniture. Power distribution to any new cabinet locations. Power distribution equipment other than what is needed to separate existing bus.   |  |                           |          |                     |           |                  |
| <b>Notes:</b>  |  |                           |          |                     |           |                  |



## DETAILED CONSTRUCTION ESTIMATE SHEET

|             |                             |         |             |           |                   |
|-------------|-----------------------------|---------|-------------|-----------|-------------------|
| PROJECT:    | Suite 5201A Reconfiguration | Client: | John Sasser | REVISION: | 3                 |
| Sabey JOB # | TBD                         | By:     | JJ          | RUN DATE: | 07/21/15 11:27 AM |

| 1 General Requirements |  |       |   |     |       |     |                 |                |                |                 |
|------------------------|--|-------|---|-----|-------|-----|-----------------|----------------|----------------|-----------------|
| 01 30 03               | Copy Machine                                 |       | 1 | LS  |       | 100 | -               | 100            | -              | 100             |
| 01 30 06               | Telephone/Fax                                |       | 1 | Mon |       | 300 | -               | 300            | -              | 300             |
| 01 30 11               | Office Supplies                              |       | 1 | Mon |       | 125 | -               | 125            | -              | 125             |
| 01 31 03               | Project Manager                              |       | 3 | Wk  | 3,075 |     | 9,228           | -              | -              | 9,228           |
| 01 31 05               | Administrative Assistant                     |       | 3 | Wk  | 1,552 |     | 4,956           | -              | -              | 4,956           |
| 01 31 06               | Accounting staff/Sr. Project Admin/Estimator |       | 2 | Wk  | 2,055 |     | 4,130           | -              | -              | 4,130           |
| 01 31 07               | Field Staff - Labor                          |       | 3 | Wk  | 2,200 |     | 6,600           | -              | -              | 6,600           |
| 01 31 09               | Superintendent                               |       | 5 | Wk  | 2,765 |     | 16,590          | -              | -              | 16,590          |
| 01 54 00               | Construction Aids                            |       | 1 | LS  |       | 300 | -               | 300            | -              | 300             |
| 01 74 00               | Progress Cleaning                            | Allow | 5 | Wk  | 250   |     | 1,500           | -              | -              | 1,500           |
| 01 74 00               | Final Cleaning                               | Allow | 1 | LS  |       |     | 1,500.00        | -              | -              | 1,500           |
| <b>TOTAL</b>           |  |       |   |     |       |     | <b>\$43,504</b> | <b>\$1,825</b> | <b>\$2,000</b> | <b>\$47,329</b> |

| 2 Existing Conditions |  |           |   |    |       |       |                |                |                 |                 |
|-----------------------|--|-----------|---|----|-------|-------|----------------|----------------|-----------------|-----------------|
| 02 41 00              | Demolition ( Walls)                                    | WPI       | 1 | LS |       | 7,100 | -              | -              | 7,100           | 7,100           |
| 02 42 00              | Demo Ceilings  | WPI       | 1 | LS |       | 1,600 | -              | -              | 1,600           | 1,600           |
| 02 42 00              | Temp walls ( Dust Protection)                          | Allowance | 1 | LS | 2,500 | 1,500 | 3,300          | 2,500          | 1,500           | 7,800           |
| 02 42 00              | Temp air barrier to lower ceiling                      | Allowance | 1 | LS |       | 500   | 2,500          | -              | 500             | 3,000           |
| 02 42 91              | Removal and Salvage of Historic Construction Materials |           |   |    |       |       | -              | -              | -               | -               |
| 02 43 00              | Demo doors   | WPI       | 1 | LS | -     | -     | 1,400          | -              | -               | 1,400           |
| 02 50 00              | Demo Flooring  | Allowance | 1 | LS |       |       | 3,000          | -              | -               | 3,000           |
| 02 51 00              | Demo Disposal  | Allowance | 3 | EA |       | 750   | -              | 2,250          | -               | 2,250           |
| <b>TOTAL</b>          |  |           |   |    |       |       | <b>\$2,500</b> | <b>\$4,250</b> | <b>\$25,100</b> | <b>\$31,850</b> |

| 8 Openings   |                        |     |   |       |  |  |            |            |                |                |
|--------------|------------------------|-----|---|-------|--|--|------------|------------|----------------|----------------|
| 08 11 00     | Metal Doors and Frames | WPI | 1 | Allow |  |  | 4,500      | -          | -              | 4,500          |
| <b>TOTAL</b> |                        |     |   |       |  |  | <b>\$0</b> | <b>\$0</b> | <b>\$4,500</b> | <b>\$4,500</b> |

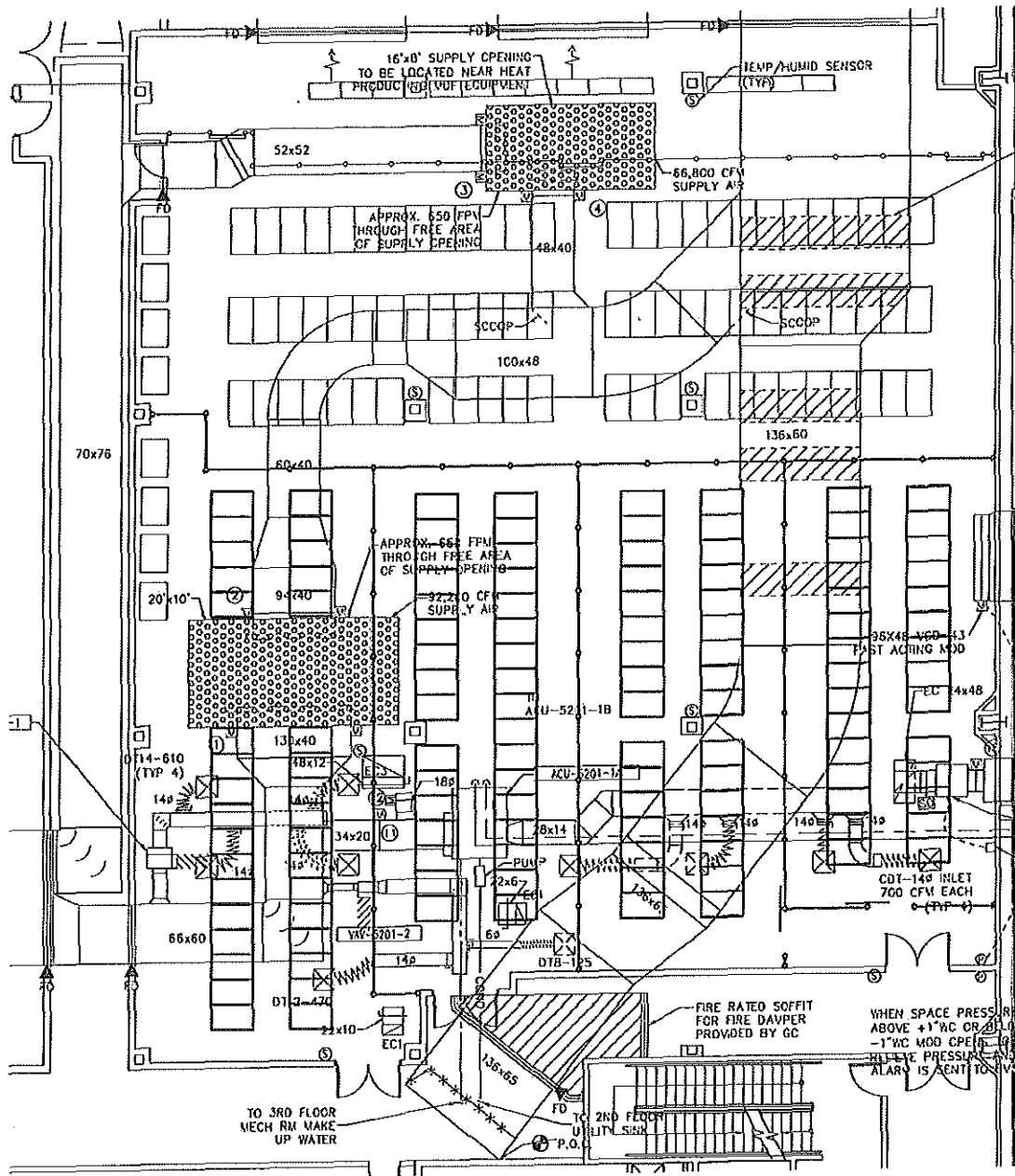
| 9 Finishes   |  |       |   |    |  |        |            |            |                 |                 |
|--------------|--|-------|---|----|--|--------|------------|------------|-----------------|-----------------|
| 09 20 00     | Plaster and Gypsum Board ( Wall repair)          | WPI   | 1 | LS |  | 2,000  | -          | -          | 2,000           | 2,000           |
| 09 20 00     | Plaster and Gypsum Board (Door 250 & 256 infill) | WPI   | - | EO |  | 475    | -          | -          | -               | -               |
| 09 51 00     | Acoustical Ceilings                              | WPI   | 1 | LS |  | 14,575 | -          | -          | 14,575          | 14,575          |
| 09 51 00     | Acoustical Ceilings (Expand into existing)       | Allow | 1 | LS |  | 16,000 | -          | -          | 16,000          | 16,000          |
| 09 65 00     | Resilient Flooring ( Base Allowance)             | Allow | 1 | LS |  | 1,500  | -          | -          | 1,500           | 1,500           |
| 09 91 00     | Painting   | WPI   | 1 | LS |  | 2,300  | -          | -          | 2,300           | 2,300           |
| 09 96 00     | High-Performance Coatings ( Epoxy floor )        | HTI   | 1 | LS |  | 32,111 | -          | -          | 32,111          | 32,111          |
| 09 97 00     | Special Coatings ( Flexible membrane for cracks) | HTI   | 1 | LS |  | 5,495  | -          | -          | 5,495           | 5,495           |
| <b>TOTAL</b> |  |       |   |    |  |        | <b>\$0</b> | <b>\$0</b> | <b>\$73,982</b> | <b>\$73,982</b> |

| 10 Specialties |                       |       |   |    |  |        |            |            |                 |                 |
|----------------|-----------------------|-------|---|----|--|--------|------------|------------|-----------------|-----------------|
| 10 22 00       | Partitions ( Fencing) | Allow | 1 | LS |  | 15,000 | -          | -          | 15,000          | 15,000          |
| <b>TOTAL</b>   |                       |       |   |    |  |        | <b>\$0</b> | <b>\$0</b> | <b>\$15,000</b> | <b>\$15,000</b> |

|   |   |           |     |      |     |     |                    |                 |                |                  |                  |
|---|---|-----------|-----|------|-----|-----|--------------------|-----------------|----------------|------------------|------------------|
| <b>21 Fire Suppression</b>                                  |   |           |     |      |     |     |                    |                 |                |                  |                  |
| 21 13 00  | Fire-Suppression Sprinkler Systems ( Office area)                               | Allowance | 1   | LS   |     |     | 8,500              | -               | -              | 8,500            | 8,500            |
| 21 13 00  | Fire-Suppression Sprinkler Systems ( data center lower existing ceiling)        | Allowance | 1   | LS   |     |     | 5,500              | -               | -              | 5,500            | 5,500            |
|   |   |           |     |      |     |     | TOTAL              | \$0             | \$0            | \$14,000         | \$14,000         |
| <b>22 Plumbing</b>  |   |           |     |      |     |     |                    |                 |                |                  |                  |
| <b>23 Heating, Ventilating, and Air Conditioning (HVAC)</b> |   |           |     |      |     |     |                    |                 |                |                  |                  |
| 23 60 00  | Central Cooling Equipment (Removal, cap and Insulate as needed)                 | McKinstry | 1   | LS   |     |     | 69,315             | -               | -              | 69,315           | 69,315           |
|   |   |           |     |      |     |     | TOTAL              | \$0             | \$0            | \$69,315         | \$69,315         |
| <b>25 Integrated Automation</b>                             |   |           |     |      |     |     |                    |                 |                |                  |                  |
| 25 56 00  | Integrated Automation ( Connect electrical equipment to ALC)                    | Holmes    | 1   | LS   |     |     | 10,000             | -               | -              | 10,000           | 10,000           |
|   |   |           |     |      |     |     | TOTAL              | \$0             | \$0            | \$10,000         | \$10,000         |
| <b>26 Electrical</b>  |   |           |     |      |     |     |                    |                 |                |                  |                  |
| 26 05 00  | Common Work Results for Electrical ( Design, preconstruction, Admin)            | Holmes    | 1   | LS   |     |     | 36,720             | -               | -              | 36,720           | 36,720           |
| 26 05 00  | Common Work Results for Electrical ( Shorten feeders to KC bus North cage)      | Holmes    | 1   | LS   |     |     | 5,005              | -               | -              | 5,005            | 5,005            |
| 26 05 00  | Common Work Results for Electrical (Relocate bus with offset)                   | Holmes    | 1   | LS   |     |     | 9,890              | -               | -              | 9,890            | 9,890            |
| 26 05 00  | Common Work Results for Electrical ( New Tap boxes for Star Line Future area)   | Holmes    | -   | Ea   |     |     | 1,550              | -               | -              | -                | -                |
| 26 05 00  | Common Work Results for Electrical (install new 400amp breakers at PDU's)       | Holmes    | 2   | Ea   |     |     | 6,000              | -               | -              | 12,000           | 12,000           |
| 26 05 00  | Common Work Results for Electrical (Remove section of Star Line bus for separat | Holmes    | -   | Ea   |     |     | 1,370              | -               | -              | -                | -                |
| 26 05 00  | Common Work Results for Electrical ( 4" conduit from 5202B to pull box)         | Holmes    | 100 | L FT |     |     | 42                 | -               | -              | 4,200            | 4,200            |
| 26 05 00  | Common Work Results for Electrical ( 4" conduit from MPOE 101 and 133A)         | Holmes    | 540 | L FT |     |     | 42                 | -               | -              | 22,680           | 22,680           |
| 26 05 00  | Common Work Results for Electrical (Breaker acceptance testing)                 | Allow     | 1   | LS   |     |     | 2,500              | -               | -              | 2,500            | 2,500            |
| 26 05 00  | Common Work Results for Electrical ( Update Arc Flash study)                    | Holmes    | 1   | LS   |     |     | 7,500              | -               | -              | 7,500            | 7,500            |
| 26 05 00  | Common Work Results for Electrical ( Commissioning support)                     | Holmes    | 1   | LS   |     |     | 1,500              | -               | -              | 1,500            | 1,500            |
| 26 05 00  | Common Work Results for Electrical ( Safe-off for demo office area)             | Holmes    | 1   | LS   |     |     | 2,880              | -               | -              | 2,880            | 2,880            |
| 26 05 00  | Common Work Results for Electrical ( New metering)                              | Allowance | 1   | LS   |     |     | 10,000             | -               | -              | 10,000           | 10,000           |
| 26 05 00  | Common Work Results for Electrical (Lighting rework)                            | Allowance | 1   | LS   |     |     | 5,500              | -               | -              | 5,500            | 5,500            |
|   |   |           |     |      |     |     | TOTAL              | \$0             | \$0            | \$120,375        | \$120,375        |
| <b>28 Electronic Safety and Security</b>                    |   |           |     |      |     |     |                    |                 |                |                  |                  |
| 28 46 00  | Electronic Detection Door 251 main entry ( Card Reader/ Camera)                 | Cochran   | 1   | EA   | 400 | 150 | 4,346              | 400             | 150            | 4,346            | 4,896            |
| 28 46 00  | Electronic Detection Door 250 Print room ( Card Reader/ Camera)                 | Cochran   | 1   | EA   | 150 | 150 | 3,370              | 150             | 150            | 3,370            | 3,670            |
| 28 46 00  | Electronic Detection Door 256 Storage room ( Card Readers)                      | Cochran   | 1   | EA   | 150 | 150 | 3,370              | 150             | 150            | 3,370            | 3,670            |
| 28 46 00  | Electronic Detection Monitoring and Control Systems ( Fire Alarm)               | Allowance | 1   | LS   |     |     | 15,000             | -               | -              | 15,000           | 15,000           |
|   |   |           |     |      |     |     | TOTAL              | \$700           | \$450          | \$26,086         | \$27,236         |
|   |   |           |     |      |     |     | <b>GRAND TOTAL</b> | <b>\$46,704</b> | <b>\$6,525</b> | <b>\$360,358</b> | <b>\$413,587</b> |

### DETAILED DEVELOPMENT ESTIMATE SHEET

|   |   |                            |      |                           |        |          |         |
|---|---|----------------------------|------|---------------------------|--------|----------|---------|
| <b>PROJECT:</b> Suite 5201A Reconfiguration |   | <b>Client:</b> John Sasser |      | <b>REVISION:</b> 3        |        |          |         |
| <b>Sabey JOB #</b> TBD                      |   | <b>By:</b> JJ              |      | <b>RUN DATE:</b> 07/21/15 |        | 11:27 AM |         |
| <b>080 Permits and Fees</b>                 |   |                            |      |                           |        |          |         |
| 080 05                                      | Building Permits -  | 1%                         | %    |                           | 4,136  | -        | 4,136   |
| <b>090 Architect and Engineer Fees</b>      |   |                            |      |                           |        |          |         |
| 090 10                                      | Sabey Architect   | Allowance                  | 1    | LS                        | 5,000  | 5,000    | 5,000   |
| 090 99                                      | Commissioning   | Allowance                  | -    | LS                        | 10,000 | -        | -       |
| <b>TOTAL</b>                                |   |                            |      |                           |        | \$5,000  | \$0     |
| <b>120 Insurance</b>                        |   |                            |      |                           |        |          |         |
| 120 15                                      | General Liability Insurance - ENTER \$ AMOUNT FROM ESTIMATE SUMMARY | 1                          | CALC |                           | 2,850  | -        | 2,850   |
| <b>TOTAL</b>                                |   |                            |      |                           |        | \$0      | \$2,850 |
| <b>GRAND TOTAL</b>                          |   |                            |      |                           |        | \$5,000  | \$2,850 |

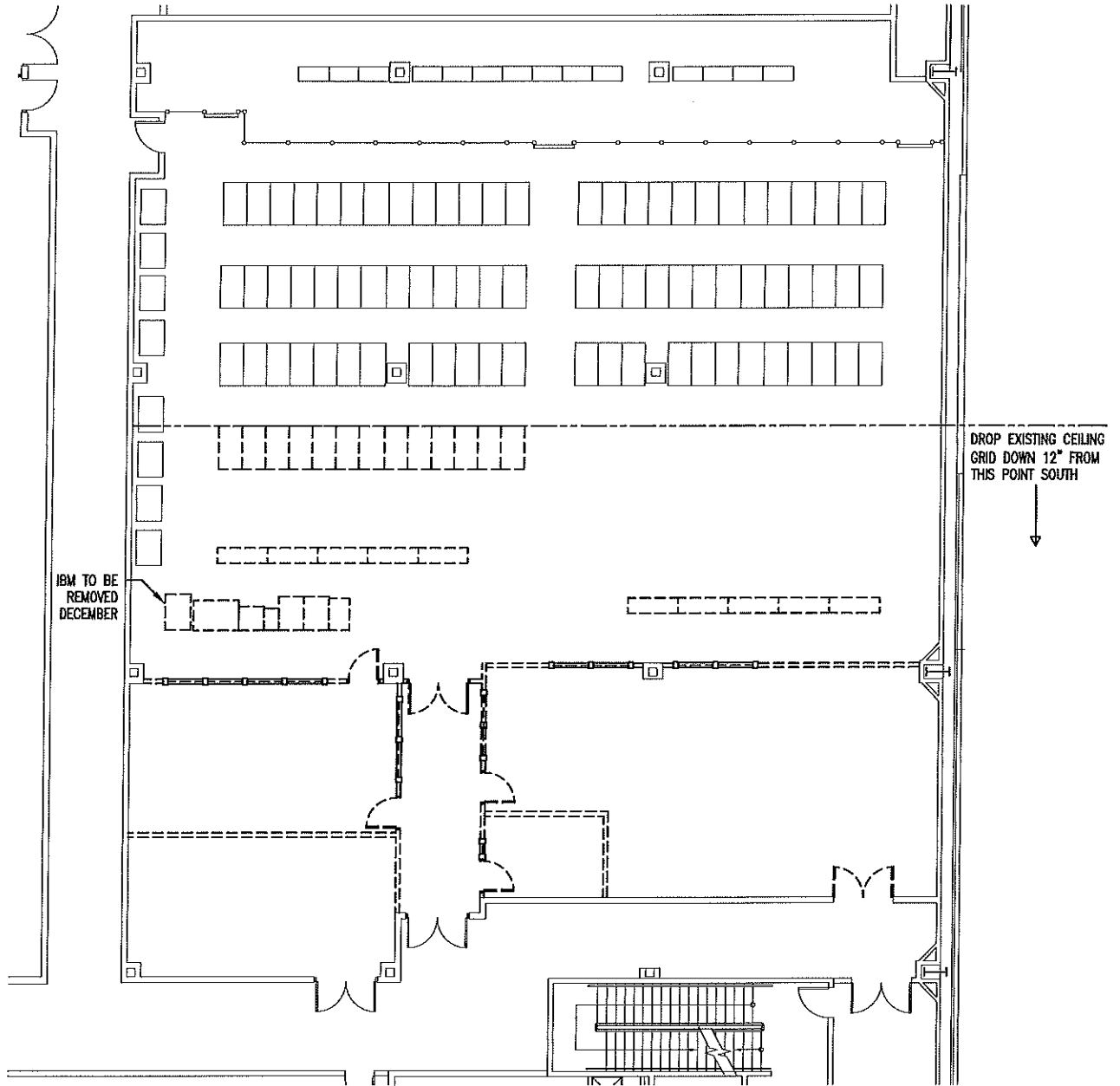


1 SDC52-01 MECHANICAL OVERLAY  
 SCALE: 1/16" = 1'-0"

- LEGEND:
- ==== EXISTING TO REMAIN
  - EXISTING TO BE DEMOLISHED
  - ===== NEW CONSTRUCTION

|  |   |  |   |      |
|--|---|--|---|------|
|  | <b>KING COUNTY REDUCTION</b><br>INTERGATE.EAST // BUILDING 5 // SDC52-01                | <b>REVISIONS:</b><br>05/07/15 INCREASE FUTURE COUNT<br>05/11/15 EXISTING AIR MIXING BOXES<br>06/12/15 BEST CASE CAGES<br>07/13/15 EXISTING DISTRIBUTION ALT. | DATE: 07/13/15<br>SCALE: 1/16" = 1'-0"<br>DRAWN: BH | SK-3 |
|  | 1400 1st Ave, Seattle, WA 98101   Tel: 206.462.8700   Fax: 206.462.8000   www.sabey.com |  |   |      |





IBM TO BE  
REMOVED  
DECEMBER

DROP EXISTING CEILING  
GRID DOWN 12" FROM  
THIS POINT SOUTH

1 SDC52-01 DEMOLITION PLAN  
SCALE: 1/16" = 1'-0"

LEGEND:

- EXISTING TO REMAIN
- - - - EXISTING TO BE DEMOLISHED
- == NEW CONSTRUCTION

**SABEY**

**KING COUNTY REDUCTION**  
INTERGATE.EAST // BUILDING 5 // SDC52-01

REVISIONS:

- 05/07/15 INCREASE FUTURE COUNT
- 05/11/15 EXISTING AIR MIXING BOXES
- 06/12/15 BEST CASE CAGES
- 07/13/15 EXISTING DISTRIBUTION ALT.

DATE: 07/20/15  
SCALE: 1/16" = 1'-0"  
DRAWN: BH

**SK-1**