

## EXHIBIT D

### TO LEASE AGREEMENT

#### RULES AND REGULATIONS

1. Any directory provided by Landlord for the Building will be for the display of the name and location of tenants of the Building, and Landlord reserves the right to exclude any other names from inclusion in any such directory.
2. Tenant shall not place any new or additional locks on any doors of the Premises or re-key any existing locks without the prior written consent of Landlord.
3. Landlord reserves the right to exclude or expel from the common areas any person who, in the sole judgment of Landlord, is intoxicated, under the influence of drugs or who shall in any manner violate any of these Rules and Regulations.
4. Tenant shall not do or permit to be done within the Premises, the building or parking loading or other adjoining common areas, anything, which would unreasonably annoy or interfere with the rights of other tenants of the Building.
5. Tenant shall not permit its employees or invitees to loiter in or about the common areas or obstruct any of the parking, truck maneuvering or other common areas, or to place, empty or throw away rubbish, litter, trash or material of any nature upon any common areas.
6. No storage of materials, equipment or property of any kind is permitted outside the Premises unless otherwise approved in writing by Landlord and any such property may be removed by Landlord at Tenant's risk and expense.
7. Tenant shall not make or permit any use of the Premises which in the sole judgment of Landlord, may be dangerous to persons or property; permit any noise, odor or vibrations to emit from the Premises which are objectionable to Landlord or other occupants of the Building; or to create, maintain or permit a nuisance or any violation of any regulation of any governmental agency thereon.
8. Tenant shall not commit or permit to be committed any waste, damage or injury to the Premises, the Building or parking, loading and other common areas adjoining and shall promptly notify Landlord in writing of such waste, damage or injury and repair the same at its expense.
9. Tenant understands that any equipment required for maintenance of the Premises is Tenant's responsibility and that Landlord has no equipment available for Tenant's use therefore (e.g. ladders or lifts for re-lamping, etc.).
10. Tenant shall use the Premises and shall operate its equipment on the Premises in a safe and prudent manner, and any damage or cracks occurring in the floor of the Premises caused by Tenant shall be promptly brought to the attention of Landlord by written notice and repaired by Tenant at its expense.
11. Tenant shall not at any time display a "For Rent" sign upon the Premises.
12. Tenant agrees to cause its employees to park only in such designated areas as may be designated by Landlord from time to time for employee parking and shall abide by any rules or regulations concerning parking promulgated by Landlord, or Landlord's agent, from time to time.

13. Tenant shall not waste electricity or water and agrees to cooperate fully with Landlord to assure the most effective and economical use of utilities services as may be provided to the Building by Landlord.
14. Tenant shall keep Landlord advised of current telephone numbers of Tenant's employees who may be contacted in an emergency, i.e., fire, break-in, vandalism, etc. If Landlord shall deem it necessary, in its sole judgment, to respond to such emergency in Tenant's behalf, Tenant shall pay all costs incurred for services ordered by Landlord to secure or otherwise protect the Premises and the contents thereof, including a premium charge for any time spent by Landlord's employees in responding to such emergency.
15. Tenant shall not smoke, and shall cause its employees, contractors, agents and invitees to refrain from smoking, in the Building except in such areas as may be designated as smoking areas by Landlord, if any. In the event that Tenant desires to allow smoking in its Premises and such smoking is permitted under applicable laws, then Tenant, at Tenant's sole expense and subject to the requirements of Section 9 (Improvements And Alterations By Tenant), shall first take such action as may be necessary to have a smoke exhaust system installed in the Premises that is acceptable to Landlord.
16. No pets or other animals are permitted on the Property, including the Premises, at any time except: (i) dogs which are present on the Property or Premises in their capacity of providing assistance to a disabled person; and (ii) laboratory animals of tenants leasing laboratory space and pursuant to terms agreed upon by Landlord in writing prior to such animals being brought onto the Property.
17. Subject to the terms and conditions of this Lease, any cost incurred for direct services provided to Tenant beyond Normal Business Hours at Tenant's request, shall be reimbursable to Landlord or Landlord's Management Agent. Such direct costs to include after-hours labor charge for "on-call" assistance as may be requested by Tenant or Tenant's employees. A minimum three (3) hour charge shall be assessed per Tenant request.

**EXHIBIT E  
TO  
LEASE AGREEMENT  
PARKING AREA**

**EXHIBIT F  
TO  
LEASE AGREEMENT  
TENANT CONSTRUCTION MANUAL**

**EXHIBIT G  
TO  
LEASE AGREEMENT**

**OPERATIONAL GOVERNANCE PROTOCOL**

**OVERVIEW**

This Sabey DataCenter Operational Governance Protocol ("Protocol") is established to provide oversight and communications to the owner and occupants of the building located at 3355 South 120th Place, Tukwila, Washington 98168 and commonly known as Building 5 (the "Building"). The Building is part of the six-building campus in Tukwila, Washington known as the Intergate.East (collectively, the "Project"). This Protocol reflects the commitment of the owner and occupants of the Building to excellence and integrity in all aspects of their operations and their agreement to manage and coordinate their respective operations at the Building that introduce risk to the other parties. This Protocol is focused on communications and coordination of activities among the respective parties. As used herein, "Landlord" means Sabey DataCenter LLC or any subsequent owner of the Building, "Tenant" means Microsoft Corporation, and "tenant" means any party who agrees to be bound by this Protocol document and "Stakeholder" means Landlord and all tenants together. The types of activities that are potential for interaction between the Stakeholders are identified in Section I.

This governance will be established through a joint committee structure developed to manage and maintain optimal coordinated operations at the Building. The joint committee structure is made up of two committees: 1) a Joint Governance Steering Committee (the "Steering Committee"); and 2) a Joint Governance Operations Committee (the "Operations Committee"). The roles, responsibilities and scope of these committees are identified in Section II.

Any monetary obligations of Landlord to administer or comply with this document will be allocable operating expenses under the lease.

**SECTION I: Description of "typical" interactive activities between Stakeholders:**

This Protocol is established to set standard operating procedures, as well as heightening awareness and communication among Stakeholders, of potential risks to each other's operational activities. Current Stakeholders include the Landlord and Microsoft Corporation. Any future tenant will become a Stakeholder once it occupies any portion of the Building or is engaged via a legal document (such as a signed lease) and agrees to be bound by this document. Any reference to Landlord includes landlord representatives and vendors. Any reference to Tenant includes their respective representatives and vendors. To the extent any particular tenant does not enter into this Protocol, Landlord shall be responsible for such tenant's compliance herewith, only to the extent any activities impact common areas or Tenant's operations. Types of interactive activities are:

Roof:

Landlord shall be responsible for the integrity of the roof and prevention of leaks. To support this end, Landlord is responsible for roof access as well as roof protocol for any person entering the roof area.

All tenants shall be responsible for the integrity of their respective roof equipment as it pertains to the integrity of the roof and any penetrations of the roof from tenant's equipment. To support this end, each tenant is responsible for ensuring compliance with the roof protocol by any employee, contractor, agent or invitee of such Tenant.

Common Areas:

Landlord shall be responsible for the maintenance and function of all systems within common areas such as lobbies, 1<sup>st</sup> floor restrooms, security offices, loading dock, elevators, and any other

area deemed as common (Common Areas"). Should an event take place that will affect the normal day-to-day operations of the Common Areas (such as an event requiring more than normal visitors, deliveries, vendor activity, etc), then the respective Stakeholder is responsible for communicating and coordinating the activities through this Protocol.

All activities taking place within the critical equipment Common Areas shall go through the Change Management sub-committee and subject to approval and coordination of the activities through this Protocol. All shared systems shall be itemized (per Section I.I), remain on file with this Protocol, changed as required and updated annually.

Parking:

Landlord and each tenant are responsible for compliance with site parking requirements. Should an event take place that will effect the normal day-to-day operations of the current parking (such as paving, striping, an event requiring more than normal visitors, deliveries, vendor activity, etc) then the respective Stakeholder is responsible for communicating and coordinating the activities through this Protocol.

Loading Dock/Shipping & Receiving/Storage:

Landlord and each tenant are responsible for compliance with loading dock/shipping & receiving/storage protocol. Should an event take place that will affect the normal day-to-day operations of the loading dock and/or elevator (such as an event requiring more than normal visitors, deliveries, vendor activity, etc) then the respective Stakeholder is responsible for communicating and coordinating the activities through this Protocol.

Escalation Procedure:

Landlord and each tenant shall provide its current escalation process (that is, procedures in place to respond to incidents in order to assure a timely and appropriate response) to the Operations Committee. The Operations Committee shall be responsible for developing an escalation policy that integrates the processes with each other in order to engage all Stakeholders that are impacted by an incident and/or outage. The final escalation protocol shall be subject to the written approval of each Stakeholder.

Change Management / Change Control Procedures:

Landlord and each tenant that will be implementing a change that impacts another Stakeholder will be responsible for working with the Joint Change Control Sub-Committee (See Section II.B.4) in order to minimize risks ensure that there are no impacts to any Stakeholder's operations. Landlord and each tenant shall provide its current change process on record with the Operations Committee. The Operations Committee shall be responsible for developing a process that coordinates all necessary documents in order to engage all Stakeholders that are

impacted by the change ("Change Control Procedures"). The final Change Control Procedures shall be subject to the written approval of each Stakeholder.

Any construction, installation or other work within the Building effecting changes to any mechanical, electrical or other Building systems that involve physical work within the Building or that involve modifications or changes to the mechanical, electrical or other building systems at points or in a manner that affect the upstream service derived by Landlord from such systems ("Changes") shall be governed by the Change Control Procedures.

Freezes (that is, periods of time when no Changes shall be permitted) shall be addressed by the Change Control Sub-Committee and recognized by all parties.

Each affected tenant have the option to utilize "veto power" for a Change that will cause undue harm and increased risk to its operations. Landlord shall have the option to utilize "veto power" for a Change that will cause undue harm and increased risk to the Building's operations. Provided that in exercising such "veto power" Landlord and tenant shall not unreasonably interfere with a tenant's or Landlord's normal business operations in the Building. The Change Control Sub-Committee shall explore every option to develop an acceptable option should a "veto" be exercised.

#### Janitorial / Waste Disposal

Landlord and each tenant are responsible for compliance with janitorial and waste disposal requirements. Should an event take place that will affect the normal day-to-day operations of janitorial and/or waste disposal (such as an event requiring more than normal visitors, deliveries, vendor activity, etc) then the respective Stakeholder is responsible for communicating and coordinating the activities through this Protocol. Each tenant will be responsible for the waste disposal per their respective lease agreement.

No storage of items that need to be stored, disposed of, etc. shall take place in unauthorized areas unless coordinated with the Landlord. The Operations Committee shall develop site rules that will attend to this requirement.

#### Site Security:

Landlord and each tenant shall provide its current security rules to the Operations Committee. The Operations Committee shall be responsible for developing an integrated set of security rules to govern the entire Building (the "Security Rules"). The final Security Rules shall be subject to the written approval of each Stakeholder. Any entry to and within the Building (including without limitation any Common Areas) by any tenant, its employees, agents or contractors shall be subject to the Security Rules. The Security Rules may be modified from time to time by Landlord after written notice to all tenants and consultation with the Operations Committee provided, however, that any proposed modification to the Security Rules that would have a material adverse effect on any tenant shall be subject to that tenant's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Should an event take place that will affect the normal day-to-day operations of internal and external security (such as an event requiring more than normal visitors, deliveries, vendor

activity, etc.), then the respective Stakeholder is responsible for communicating and coordinating the activities through this Protocol.

The Operations Committee is responsible for reviewing significant site security issues that affect all Stakeholders.

Shared Equipment Rooms, Shared Building Systems, Shared Equipment, etc.:

The Operations Committee shall be responsible for developing a list of all shared equipment rooms, building systems (such as moisture detection system) and shared equipment and list the responsibility for all. Any changes are to be reported immediately to the Operations Committee and the list is to be updated and reviewed annually for accuracy.

Project Issue:

If Landlord becomes aware of any of the issues described in Sections A through I above occurring in the Project but outside the Building that will affect the normal day-to-day operations within the Building, Landlord shall communicate and coordinate such activities through this Protocol.

**SECTION II: Roles, Responsibilities & Scope of the Joint Committee Structure**

The integration and compliance of this Protocol is established through a joint committee structure. The following committees (and sub-committees, if deemed necessary) will be established by Landlord and each tenant for the administration and coordination of the respective use, occupation and respective operations of Landlord and each tenant.

Landlord shall be responsible for the joint coordination of Stakeholders through the Committees. Any coordination item/request will be submitted to Landlord for attention by the main "Operations" Committee identified in Section II.B.

Sabey Data Center Joint "Governance Steering Committee" (the Building-SC):

This committee (the "Steering Committee") will be composed of appropriate senior management representatives of Landlord and each Tenant with overall accountability for safe and minimal risk operations conducted by each party at the Project.

**Committee Membership:** The Steering Committee will be composed of an equal number of representatives (not less than two) from Landlord and each tenant. A quorum of 2/3rds of Landlord's and each tenant's representatives is required to approve any action items presented. All decisions shall be by majority, and Landlord and each Tenant shall each be entitled to one vote.

**Meeting Schedule:** The Steering Committee will first meet within 14 days after the Commencement Date of this Protocol, and shall meet at least every 90 days thereafter at times



that are mutually agreed. Regular meetings of the Steering Committee shall be in person or by telephone conference. The Steering Committee will also meet as necessary to consider any issues that are elevated to review by the Steering Committee pursuant to the provisions of Section II.C.8 of this Protocol, which meetings shall be in person or by telephone conference.

**Committee Function:** The Steering Committee will have responsibility for administration of the terms of this Protocol,. The Steering Committee will also consider any issues that are elevated to review by the Steering Committee pursuant to the provisions of Section I.I.C.8 of this Protocol.

**Staffing:** Landlord and each Tenant are responsible for providing staffing to support the compliance of this Protocol.

Sabey Data Center Joint "Operations Committee" (the Building-OC):

This Joint Operations Committee (the "Operations Committee") will be composed of Landlord's representatives with overall responsibility for facilities management and related functions at the Building and tenants' representatives with overall responsibility for tenants' day-to-day facilities operations and security within their respective Premises.

**Committee Membership:** The Operations Committee will be composed of an equal number of representatives (not less than two) from Landlord and each tenant. A quorum of 2/3rds of Landlord's and each tenant's representatives is required to approve any action items presented. All decisions shall be by majority, and Landlord and each Tenant shall each be entitled to one vote.

**Meeting Schedule:** The Operations Committee will first meet within three days after the Commencement Date of this document in person at the Building, and shall meet at least every month thereafter at times that are mutually agreed. Regular meetings of the Operations Committee shall be in person at the Building or by telephone conference. The Operations Committee shall also meet when necessary, between scheduled meetings, to respond to urgent or time-sensitive issues that require consideration before the next scheduled meeting in order to promote the effective use and operation within the Building by Landlord and tenants; those meetings may be in person or by telephone conference.

**Committee Function:** The Operations Committee will have responsibility for the review of day-to-day logistics within the Building including coordination and interaction between Landlord and each tenant with respect to either participant's use and operations within the Building and the Common Areas that impacts/affects each other respectively. The responsibilities of the Operations Committee shall include, without limitation:

Review of all on-site activities and scheduling of access to the Building by selected vendors and other vendors of Landlord or any Tenant that is responsible for shared areas (such as roof, main power supply, etc).

Review of construction activity of Landlord and/or Tenant at the Building to the extent required to address any impact on other Tenants or its use of the Building.

Review and scheduling of any alterations or installations by Landlord or any Tenant that impacts others.

Review of work order requests, as it relates to impacting each other.

Review of the use of elevators and access to the site, including without limitation in connection with construction and installation activities and the migration and exit of Tenant from portions of the Building.

Review of security at the site (including without limitation employee and vendor authorization, access and card key or other means of entry for roof).

Review of change control for those items that impact each Stakeholder.

Review of transitions, migration and exits by any Tenant from portions of the Building.

Review of services from Landlord to Tenant.

Communications to the Stakeholders with respect to scheduled and ongoing activities at the Building.

Coordination of any of the foregoing issues occurring in the Project but outside the Building, where pertinent to the tenants.

The Operations Committee shall also have day-to-day responsibility to respond to any failure or interruption of services or other extraordinary event at the Building, including without limitation response to casualty affecting the Building.

**Sub-Committees:** The Operations Committee will have responsibility for managing a Joint Change Control Sub-Committee for the purposes of change management and related functions. The Change Control Sub-committee will be part of and governed by the Operations Committee. The responsibilities of the Change Management Sub-Committee shall include, without limitation: (1) coordination of all on-site activities, coordination and scheduling of access to the Building by the Selected Vendors and other vendors of Landlord or Tenant, (2) coordination of construction activity of Landlord at the Building to the extent required to address any impact on tenants or its use of the Building, (3) coordination and scheduling of any alterations or installations by Tenant, (4) change control, (5) transitions, migration and exits by Tenant from portions of the Building as specified by the Lease, and (6) communications to the resident workforces with respect to scheduled and ongoing activities at the Building.

The Operations Committee may create additional sub-committees as deemed necessary for such functions as Site Management, Logistics, Physical Security, Compliance, Tenant Welfare, etc. These Sub-Committee(s) will include coordination and interaction between Landlord and each tenant with respect to either participant's use and operations within the Building that impacts/affects each other respectively.

**Sabey Data Center Joint Committee Structure Protocol:** As the output, vigor and usefulness of the Committees will largely be determined by the quality of the members, their attendance, commitment to and preparation for meetings.

**Staffing:** Landlord and each Tenant are responsible to provide staffing to support the compliance of this Protocol.

**Appointments:** Landlord and each Tenant shall appoint to the Committees only representatives with a sufficient period of service at the company or its affiliates, and suitable training and experience, and with direct involvement and responsibility for the relevant functions at the Building, to fulfill the role and address and resolve tasks and issues with which the Committees are intended to be charged. Landlord and each Tenant acknowledge and agree that the effectiveness of the Committees is enhanced by minimizing the reassignment or replacement of representatives to the Committees.

Authority: Landlord and each Tenant shall grant authority to their designated representatives to each Committee so that in general, day-to-day decisions may be made by the Committees without the need to defer decisions to senior management except where reasonably necessary due to the significance or complexity of the issue involved.

Proximity: With respect to representatives to the Steering Committee and the Operations Committee, at least one representative of each party shall be a full-time employee of such party who is assigned to and maintains his or her principal office in the Seattle metropolitan area.

Attendance: Landlord and each tenant shall use commercially reasonable efforts to cause each of its designated representatives to attend all regular scheduled and any necessary additional meetings of the designated Committees, subject to vacation and sick time in accordance with regular company policies, and to make attendance by each designated representative a priority with regard to other roles and responsibilities of such representative.

Minutes of Meetings: The Landlord shall keep and provide brief but complete minutes of each meeting of the Committees, which shall include and emphasize action items agreed at the meeting. There shall be one set of minutes, which is intended to be prepared collaboratively by the representatives of all parties and mutually agreed promptly at or after each meeting to the maximum extent possible. If there is any irreconcilable disagreement about the proper reflection in the minutes of any point addressed in a Committee meeting, the parties shall each reflect briefly their respective understanding of the point addressed and both versions shall be reflected in the minutes of that meeting with an appropriate notation that neither party accepts or concurs with the version provided by the other party merely because of its inclusion in the minutes of that meeting. The minutes shall be the written documentation of activities and decisions by the Committees.

Decisions of Committees: The decisions of the Operations, Steering and any sub-Committees shall be deemed approved when the quorum of Stakeholders approve the submitted request. The approval shall be documented in the Minutes of the Meeting. If the Operations Committee determines that an action requires a decision or approval and agreement or approval cannot be reached within that Committee, the representatives of either party may refer the matter to the Steering Committee for further consideration. For dispute resolution refer to Section II.D.

General Commitment to Cooperation: In recognition of the fact that designated portions of the Building shall be occupied exclusively by either Landlord or a tenant, and that the Common Areas shall be occupied and shared by both Landlord and tenants, as provided in each respective Lease, each party agrees that it shall cooperate, and shall cause its representatives to each Committee to cooperate, reasonably, in a timely and responsive manner and in good faith with the other party in connection with its respective use and occupancy and in its operations at the Project and in its designated representatives' participation and approval of matters and decisions presented at the level of each applicable Committee. Neither Landlord nor any Tenant, nor their designated representatives to any Committee, shall not unreasonably withhold, delay or condition the review or approval of any matter or decision presented to any Committee in accordance with the terms of this Protocol.

Site House Rules: Landlord and each Tenant shall provide their current House Rules that impact activities outside of the Premises on record with the Operations Committee. The Operations Committee shall be responsible for developing a joint "Site House Rules" document that integrates all pertinent items. Stakeholders shall agree that these Site House Rules shall apply with respect to Landlord and each tenant, and to their respective employees, representatives, contractors and vendors with respect to their conduct and activities at the Building throughout the Term. Either Landlord or tenant may suggest modifications to the Site House Rules from time to time by written notice to the other party and consultation with the Operations Committee; provided, however, that any proposed modification to the Site House Rules shall be subject to the prior approval of each Stakeholder, which approval shall not be unreasonably withheld, conditioned or delayed.

Regulatory Audit Procedures: Landlord and all tenants shall each cooperate, and shall cause its employees, agents and contractors to cooperate, with the other party as may reasonably be

requested in connection with any audit, inquiry, investigation or other activity pertaining to the licensing or government regulation of either Landlord or any tenant or their respective business operations. Landlord and tenant each acknowledge and agree that compliance by each of them with applicable laws and regulations, as well as applicable government agencies and regulators, is vital to their respective businesses and reputations.

Professional Workplace Conduct: Landlord and each Tenant are committed to conducting business with a high level of professionalism and in compliance with applicable human resources and other applicable laws and regulations regarding the conduct and treatment of their employees, visitors, and employees of agents and contractors. When in the portion of the Building controlled by the other party, Landlord and tenant shall cause their employees, visitors, and the employees of their respective agents and contractors to abide by the human resources and workplace conduct rules of the party controlling such portion of the Building and to avoid any human resources or workplace conduct that is actionable under law.

Scheduled Maintenance: All scheduled and preventive maintenance and repair of the Building or any mechanical, electrical or other building systems that are shared or impacting other tenant systems: (a) shall be coordinated through the Operations Committee and scheduled in advance in accordance with the Site House Rules and, where applicable, with the Tenant Change Control Procedures as described in Section IF of this Protocol; and (b) shall be conducted in compliance with the Security Rules, where applicable.

Unscheduled Maintenance: Any unscheduled or reactive maintenance or repair of the Building or any mechanical, electrical or other building systems that are shared or impacting other tenant systems: (a) shall be coordinated through the Operations Committee (except in the event of an emergency) and in accordance with the Site House Rules and, where applicable, with the Tenant Change Control Procedures as described in Section I.F of this Protocol, and shall be conducted in compliance with the Security Rules, where applicable. Landlord and tenants acknowledge that, where unscheduled or reactive maintenance or repair is required in an emergency or otherwise in order to prevent the failure, interruption or suspension of any services, or in order to restore any Services, or in order to react to any other condition that, in the reasonable judgment of the party conducting such maintenance or repair (whether Landlord or tenant) is necessary in order to respond to any interruption (or an imminent risk of interruption) of such party's business operations at the Building, then Landlord and each tenant shall cooperate in all reasonable respects to shorten the process of access, review and scheduling of such maintenance and repair wherever possible and to allow as immediate a response as is practicable in the circumstances.

Management of Vendor Relationships. The relationship with each Selected Vendor shall be managed and administered through the Operations Committee for those relationships that impact each tenant.

Repair and Restoration of Damage. The repair and restoration of any casualty or other damage to the Building shall be conducted in accordance with the applicable terms and conditions of each respective tenant lease and this Protocol, including without limitation the House Rules and, where involving Changes, the Tenant Change Control Procedures wherever applicable.

Dispute Resolution for this Governance Protocol:

Dispute Resolution: Any dispute between Landlord and/or tenants arising out of or relating to the governance of this site set forth in this document, shall be resolved in accordance with the procedures set forth in this Section, which shall be the sole and exclusive procedure for the resolution of such dispute or matter. Any default by Tenant or tenants will be handled as a default under their lease and not under this document.

Initial Discussions: Any dispute shall first be discussed by the Operations Committee and in any event by the Steering Committee. Either Landlord or Tenant may initiate such discussions

at the Steering Committee level by giving the other party written notice (which may be given by e-mail so long as it is actually received by the intended recipient) specifying in detail the nature of the dispute and citing the intention to submit such dispute to the attention of the Steering Committee. The Steering Committee shall meet either in person or by telephone at a mutually agreed time and date within two business days after such dispute is referred to the Steering Committee. All reasonable requests for information made by one part to the other shall be honored; provided, however, that neither party shall be required to deliver any confidential or privileged information.

Appeal to Designated Representatives: If, in spite of such discussions by the Steering Committee, no mutually acceptable solution is reached by the Steering Committee within two (2) business days after the Steering Committee first meet to consider such dispute, such dispute shall be referred to a board consisting of a single designated representative of each of Landlord and each affected tenant. Those designated representatives shall meet either in person or by telephone at a mutually agreed time and date within two business days after such dispute is referred to them.

Formal Dispute Resolution: If the dispute is not resolved within two (2) business days (or such other period as agreed by Landlord and each tenant) following the submission of the dispute to those designated representatives, then either Landlord or Tenant may commence arbitration proceedings. Any such arbitration shall be administered by the American Arbitration Association in accordance with its Rules for the Real Estate Industry, or by such rules as the parties may agree, before a single neutral arbitrator of the American Arbitration Association sitting in Seattle, Washington. The arbitrator shall be a person having at least ten (10) years' experience and knowledge about datacenter management. The arbitration shall be held within sixty (60) days notice of commencement of the arbitration proceedings. The costs of the arbitrator shall be shared equally by the parties. The prevailing party shall be entitled to an award of reasonable attorney's fees. The arbitrator's award shall be final and binding on the parties.

Interim Obligations and Performance: During the pending status of any dispute submitted to the Steering Committee, Landlord and tenants shall each be required to and shall continue to perform their respective obligations under their respective Lease and this Protocol, unless and except to the limited extent that to do so would be impossible or impracticable under the circumstances or performance is refused by the party to whom such obligation is owed.

Business Days: For purposes of this Protocol, the term "business days" shall mean Monday through Friday, inclusive, but excluding any legal holiday on which the New York Stock Exchange is closed for business.

This document is accepted by the following Stakeholders:

LANDLORD:  
SABEY DATACENTER LLC,  
by Sabey Corporation, Manager

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

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

Patricia A. Sewell

Its: Secretary

TENANT:  
KING COUNTY

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

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

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