to the

TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT between KING COUNTY

and

THE CITIES OF SAMMAMISH, REDMOND AND ISSAQUAII, WASHINGTON AND MICROSOFT CORPORATION

This Amendment No. 1 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 1" or the "First Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the cities of Sammamish, Redmond and Issaquah, each a Washington municipal corporation, and Microsoft Corporation, a Washington corporation (hereinafter collectively referred to as the "Service Partner"). The County and the Service Partner may be referred to hereinafter separately as "Party" or together as the "Parties."

WHEREAS, on May 13, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that the Agreement will expire five years after the start of the service, unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five years the enhanced transit service is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Service Partner desires to have Metro continue to provide the enhanced transit service beyond the initial five-year period, the Agreement may be extended by the Transit General Manager; and

WHEREAS, the transit service enhancements provided for in the Agreement were implemented on or about September 22, 2008; and

WHEREAS, the Parties now desire to extend the Agreement for an additional one-year period, during which the Parties will evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

1. Extension of Term of Agreement

As provided for in Section 4.1, the Agreement is extended until September 26, 2014.

2. Execution of Agreement – Counterparts

A new section 18 is added to the Agreement to read as follows:

This Agreement, and any amendments to this Agreement, may be executed in separate counterparts, each of which shall be regarded for all purposes as an original and all of which taken together constitute one and the same Agreement. Facsimile or scanned and emailed counterpart signatures to this Agreement shall be acceptable and binding on the Parties hereto.

3. No Other Modifications.

Except as specifically provided for in this Amendment No. 1, all other provisions of the Agreement shall remain unchanged and in full force and effect.

4. <u>Effective Date.</u>

This Amendment No. 1 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the Agreement as of the date set forth below their signatures.

KING COUNTY	SERVICE PARTNER
	City of Sammamish
By: The samural	By: -
Kevin Desmond	Name Its (Title): City Manager
General Manager, Metro Transit Division	Its (Title): Lay Managu
Department of Transportation	. / /
Date:	Date: 7/16/2013
	9, 5

SERVICE PARTNER City of Redmond	SERVICE PARTNER City of Issaquah
By: Name Its (Title):	Name
Date:	
SERVICE PARTNER Microsoft Corporation	•
By: Name Its (Title):	

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By: Dul Domina	By:	
Kevin Desmond	Name	
General Manager, Metro Transit Division	Its (Title):	
Department of Transportation Date: 7143	Date:	

SERVICE PARTNER City of Redmond	SERVICE PARTNER City of Issaquah
, By: Name Its (Title):	By: Artusinge Name Its (Title): Mayor
Date:	Date: 8/45/13
SERVICE PARTNER Microsoft Corporation	
By:	
Its (Title):	
Date:	

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By: Dul Sommy	By:	
Kevin Desmond	Name	
General Manager, Metro Transit Division	lts (Title):	
Department of Transportation		
Date: 9/11/D	Date:	
,, ,		

SERVICE PARTNER City of Redmond

SERVICE PARTNER

City of Issaquah

By:	By:	
Name	Name	
Its (Title):	lts (Title):	
Date:	Date:	
SERVICE PARTNER Microsoft Corporation	•	
By: Susan Warnes Name SUSAN WAGHER- Its (Title): SR. DUR. RESE		
Its (Title): SR. DUZ. REFE	POGET SOUND	
Date: 406 23 2013		

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Kevin Desmond	Name
General Manager, Metro Transit Division	lts (Title):
Department of Transportation	· · · · · · · · · · · · · · · · · · ·
Date: 9 1 1 3	Date:

SERVICE PARTNER City of Redmond	SERVICE PARTNER City of Issaquah	
By: Jan Cal	By:	
Name Its (Title): DE 1447 Ctry Durinisect R	lts (Title):	
Date: 9 5 13	Date:	
SERVICE PARTNER Microsoft Corporation		
By:		
Name		
Its (Title):		
Fa.		