

PLANNED BUILDING GROUP CORNELL BUSINESS CENTER

AMENDMENT

All Special Plans registered and recorded hereunder shall be binding upon the applicants, therefore, their successors and assigns, shall limit and control the issuance and validity of all building permits and shall restrict and limit the construction, location, use and operation of all land and structures including within such Plans to all conditions and limitations set forth in such Plans.

In witness thereof Cornell Business Center Associates, A Colorado General Partnership, has caused these presents to be executed this 07 day of October A.D. 1983.

By: The Bill L. Walters Companies applicant
 NOTARIAL:
 State of Colorado SS }
 County of Arapahoe }

The foregoing instrument was acknowledged before me this 07 day of October A.D. 1983 by Bill L. Walters
 Witness my hand and official seal

Cynthia L. Howe
 NOTARY PUBLIC
 My commission expires 10-29-83
1951 E. Maplewood Avenue, Suite 200
Englewood, Colorado 80111
 My Business address

CITY OF AURORA APPROVALS:
 City Attorney: Robert Egan Date: October 21/1983
 Planning Director: Barry J. Jace Date: 10/20/83
 Planning Commission: Richard P. Jolly Chairman Date: Oct. 12, 1983
 City Council: Mayor Date: 10-26-83
 Attest: G. B. Johnston City Clerk Date: 10-26-83

RECORDER'S CERTIFICATE:
 Accepted for filing in the office of the Clerk and Recorder of _____ County, Colorado at _____ o'clock _____ M. This day of _____ A.D. 1983.
 Clerk and Recorder: _____ Deputy: _____

Legal Description: Lot 3, Block 2, Parker Landing, Filing Number 1, City of Aurora, Arapahoe County, Colorado.

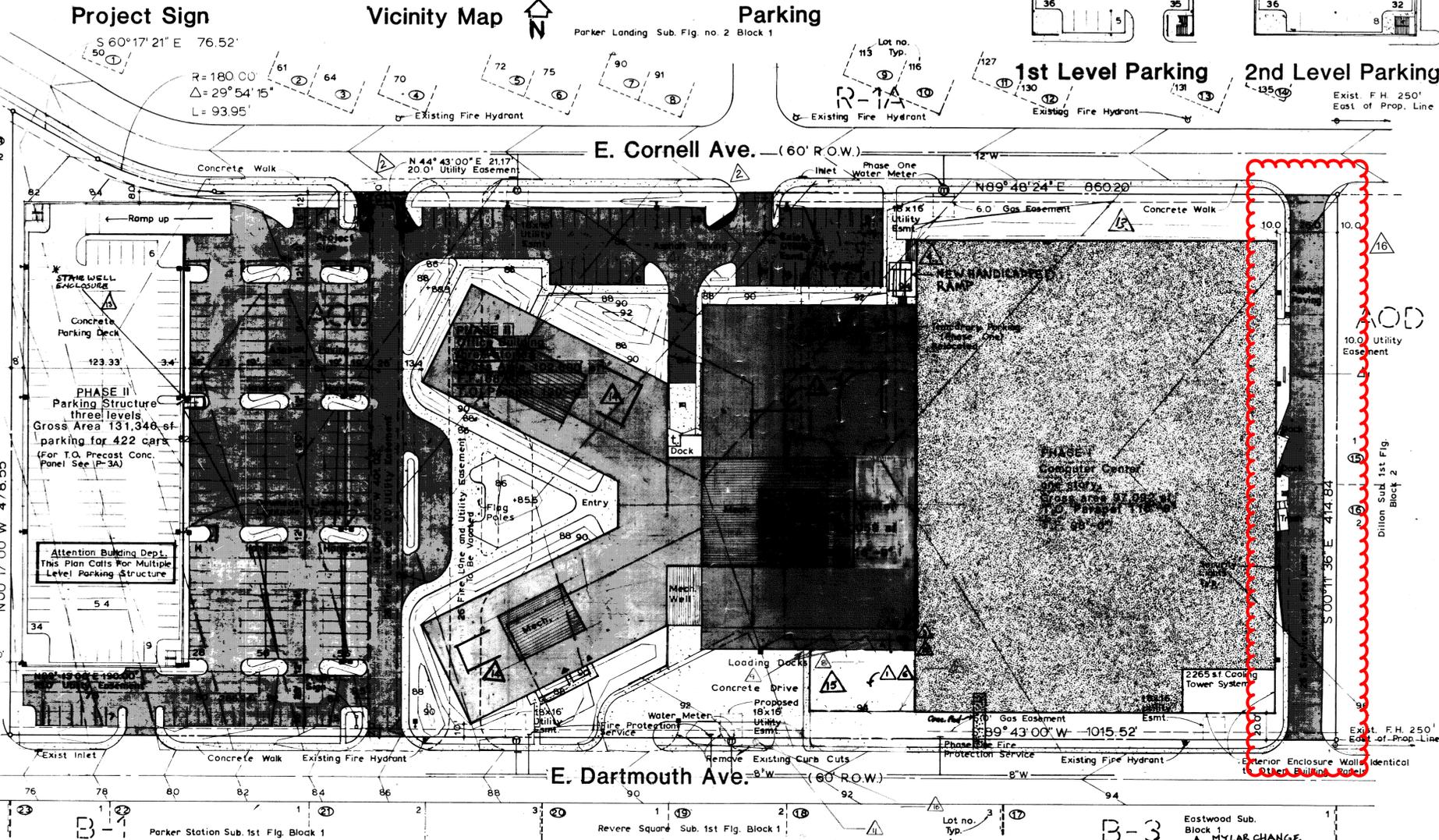
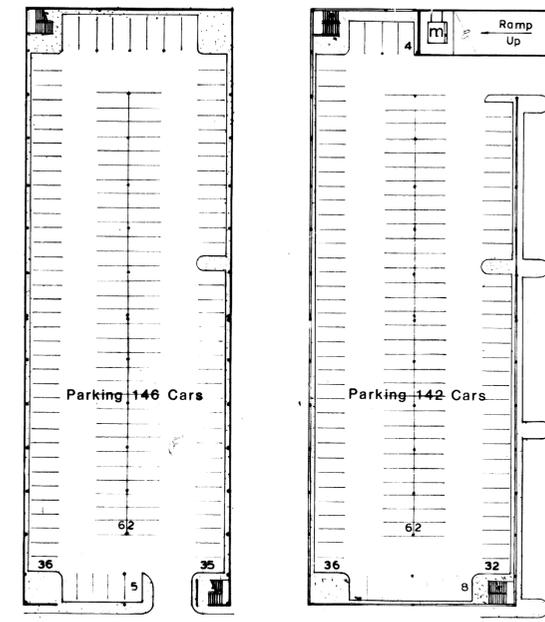
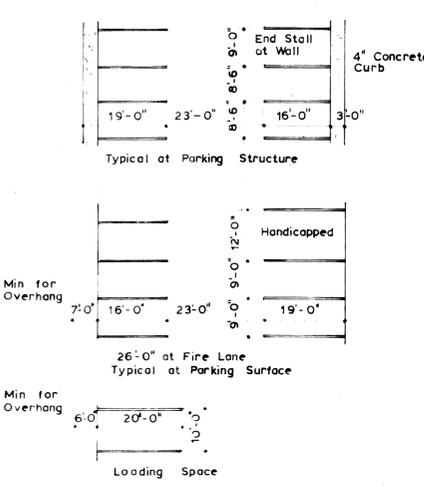
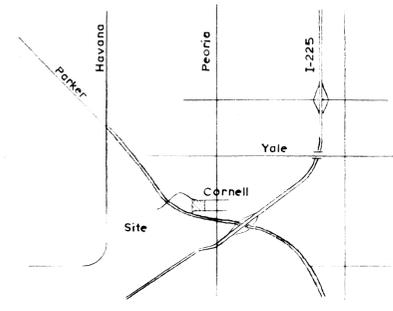
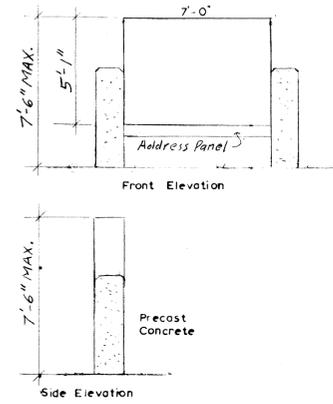
BUILDING DATA:

Land area within property lines.....	9.77 acres 425,581 s.f.
Gross floor area (41-16 City Code)	
Phase one Computer Center.....	97,092 s.f.
Phase two Mini Computer Center.....	81,059 s.f.
Phase two Office Building.....	102,600 s.f.
Total gross floor area.....	280,751 s.f.
Phase two Parking Structure.....	131,346 s.f.
Total building coverage.....	51.4%
Hard surface area (exclusive of buildings).....	216,689 s.f.
Area devoted to landscaping within site.....	21.3%
Present zoning classification.....	A.O.D.
Proposed uses.....	Office Building/Parking Structure
Sign Area.....	Max. Allowed... 267.5 s.f.
Type of sign.....	Free Standing
Number of stories.....	Three (3)
Maximum height of building.....	Grade at east 5 feet from building E1.95'-8" top of parapet of office building 130'-0", which equals 34'-4", plus mechanical unit screen.
Total parking spaces provided.....	number of cars
Phase one (including 5 loading spaces).....	75
Phase two Mini Computer Center (including 5 loading).....	50
Phase two Office Building (including 6 loading).....	514
Total provided (inc. 16 loading and 10 handicapped).....	640
Total parking spaces required.....	number of cars
Phase one (1 space/2 employees plus 5 loading).....	45
Phase two Mini Computer Center (1 space/2 employees including 5 loading).....	50
Phase two Office Building (1/400 s.f. gross plus 6 loading).....	263
Total parking required (including 16 loading).....	358

- NOTES:**
- The approval of this document does not constitute final approval of grading, drainage, utilities and public improvements. Construction plans must be reviewed and approved by the Director of Public Works prior to issuance of building permit.
 - All signs must conform to the City of Aurora sign code, but in no case shall any free standing sign exceed the specifications described here. Right of way for ingress and egress for service and emergency vehicles is granted over, across, on and through any and all private roads and ways now or hereafter established on the described property, and the same are hereby designated as fire lanes and emergency and service vehicle roads, and shall be posted "No Parking - Fire Lane".
 - The Developer, his successors and assigns, shall be responsible for installation, maintenance and replacement of all landscaping materials shown or indicated on the approved Site Plan or Landscape Plan on file in the Planning Department.
 - Roof top units, mechanical, electrical and trash areas shall be screened from view with precast concrete panels. This system or other acceptable wall materials shall be used for all mechanical screens and screen walls.

- 15. MYLAR CHANGE 1/10/2010; NC-574654; 1982-6053-01 ADD GENERATOR TO INTERIOR OF BLDG WITH NEW SCREENED COOLING TOWER ON ROOF SHOW FUTURE COOLING TOWER WITH SCREEN FOR BLDG HVAC
- ADMINISTRATIVE AMENDMENT 9-21-84 DIRECTIONAL SIGNS FOR LOADING DOCKS
- ADMINISTRATIVE AMENDMENT 11-23-84
- ADM. AMDT. 10-26-84 INSTALL NEW HANDICAPPED RAMP TO MEET ADA REG'MTS
- ADM. AMDT. 06-27-85 INSTALL 2 MW W EXTERIOR DOCKS WITH NEW CONCRETE SIDEWALK AND ENTRANCE FOR CORNELL BUSINESS CENTER GRADING.

10/23/2023: 1982-6053-01 ADD METAL FENCE NORTH TO SOUTH ALONG EASTERN PROPERTYLINE WITH ENTRANCE AND EXIT GATES AT E. DARTMOUTH AVE. AS WELL AS E. CORNELL AVE.



ABUTTING PROPERTY OWNERS

1 M.P.O. CORP.	7 MEL CARLE	13 DEL BRINK
2 M.P.O. CORP.	8 MEL CARLE	14 ORMAN BALZER
3 M.P.O. CORP.	9 KEVIN KNEE	15 PLAZA DEVELOPMENT
4 M.P.O. CORP.	10 MARGARET BOONE	16 PLAZA DEVELOPMENT
5 RICHMOND HOMES, LTD.	11 E.A. & D.A. AINSWORTH	17 SIDNEY RECKLER et. al.
6 RICHMOND HOMES, LTD.	12 CHARLOTTE BLOCH	18 N.J. & J.A. LUKAS
		19 G.&L. KRAUS, AL & FRISBIE CO.
		20 JEAN SMITH
		21 PARKER & PEORIA PARTNERSHIP
		22 PARKER LANDING ASSOC.

- ADM. AMDT.:** 9-21-84, 11-23-84, 5-16-90, 10-26-94, 06-27-95 ▲ NEW EXTERIOR DOCKS
- 10-25-10 MYLAR CHANGE - ADDED REF REF UNITS & SCREENS
 - 07-28-95 12-13-95, 11-9-98
 - ADMEN AMDT. 07-28-95 EXISTING HYDRANT TO BE RELOCATED TO WEST.
 - ADMEN AMDT. 07-28-95 ISLAND TO BE RECONFIGURED BASE EXISTING MICROBURST TRAP, 10'-0" HIGH, TOTAL HEIGHT 30'-3"
 - ADMEN AMDT. 07-28-95 REMOVE EXISTING CURB CUTS
 - ADMEN AMDT. 07-28-95 RECONFIGURE DOCK ENTRANCES

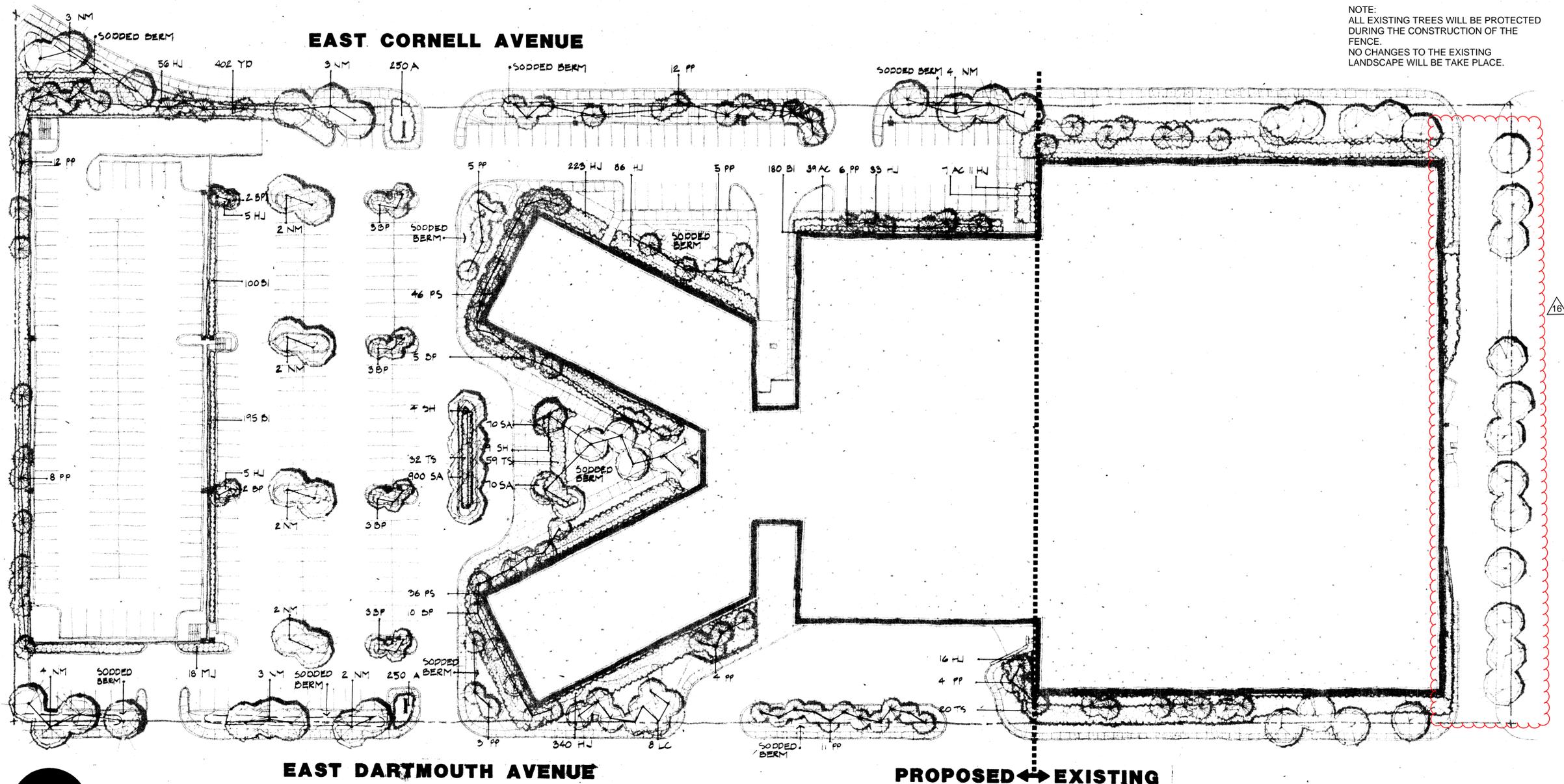
CORNELL BUSINESS CENTER
 11900 EAST CORNELL AVENUE, AURORA CO.

WaltersCM
 A Bill L. Walters Company
 7951 E. MAPLEWOOD AVE., SUITE 200, ENGLEWOOD, COLORADO 80111

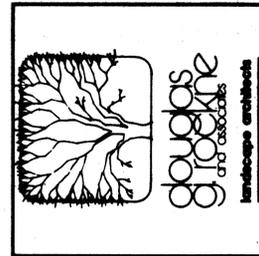
DATE

PROJECT NUMBER 3120 3140 3149 3250

SHEET NUMBER P-1A



NOTE:
ALL EXISTING TREES WILL BE PROTECTED
DURING THE CONSTRUCTION OF THE
FENCE.
NO CHANGES TO THE EXISTING
LANDSCAPE WILL BE TAKE PLACE.



CORNELL BUSINESS CENTER
11900 EAST CORNELL AVENUE, AURORA CO.

WaltersCM
A Bill L. Walters
Company
7951 E. MAPLEWOOD AVE., SUITE 200, ENGLEWOOD, COLORADO 80111

DATE SEPTEMBER 30, 1988

PROJECT NUMBER **314**

SHEET NUMBER **41**

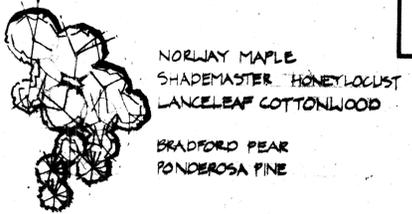
LANDSCAPE DEVELOPMENT PLAN

NOTES

- LANDSCAPE AREAS IMMEDIATELY ADJACENT TO STRUCTURES WILL BE MULCHED WITH 2" DEPTH GRAVELED OVER GROUND-CLOTH.
- LANDSCAPE INSTALLATION FOR EACH PHASE OF CONSTRUCTION SHALL BE COMPLETED PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- ON-SITE SANDY-CLOTH SOIL SHALL BE AMMENDED WITH THREE CUBIC YARDS OF WEL ROTTED MANURE PER EACH ONE-THOUSAND SQUARE FEET OF SOO AND GROUND-COVER AREA.
- ALL LANDSCAPED AREAS SHALL BE WATERED WITH AN AUTOMATIC IRRIGATION SYSTEM, ZONED FOR A DRIP-TYPE SYSTEM IN SHRUB AND GROUND-COVER BEDS.

CONCRETE WALKS (7,165 SF)
BLENDED SOD (59,181 SF)
PEAT MULCH (2,150 SF)
1-1/2" RIVER ROCK (30,425 SF)
(92,921 SF) TOTAL LANDSCAPED AREA

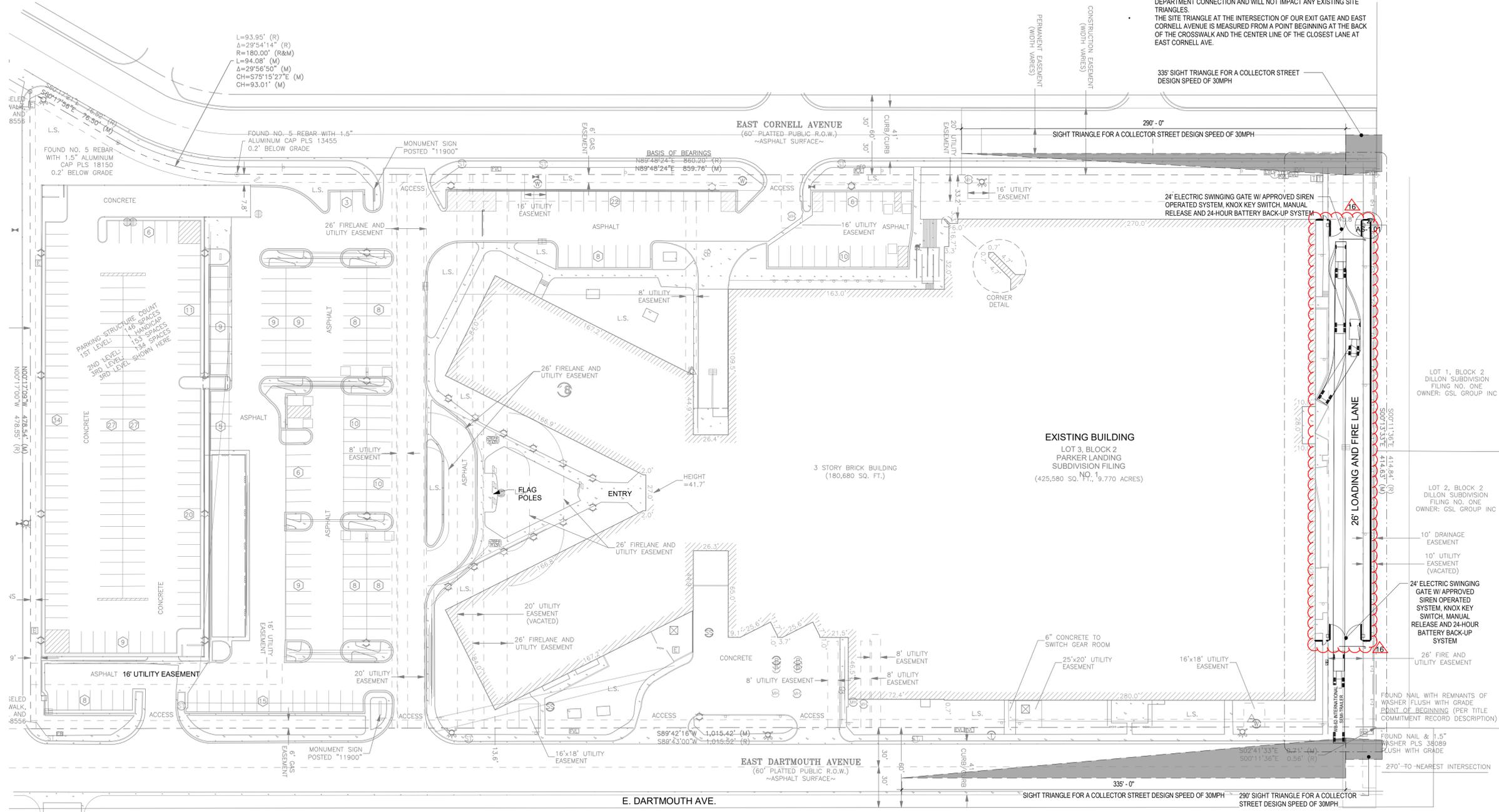
--- PHASE LINE
● POLE LIGHT
--- PROPOSED CONTOUR
--- CONCRETE WALK
■ BLENDED SOD



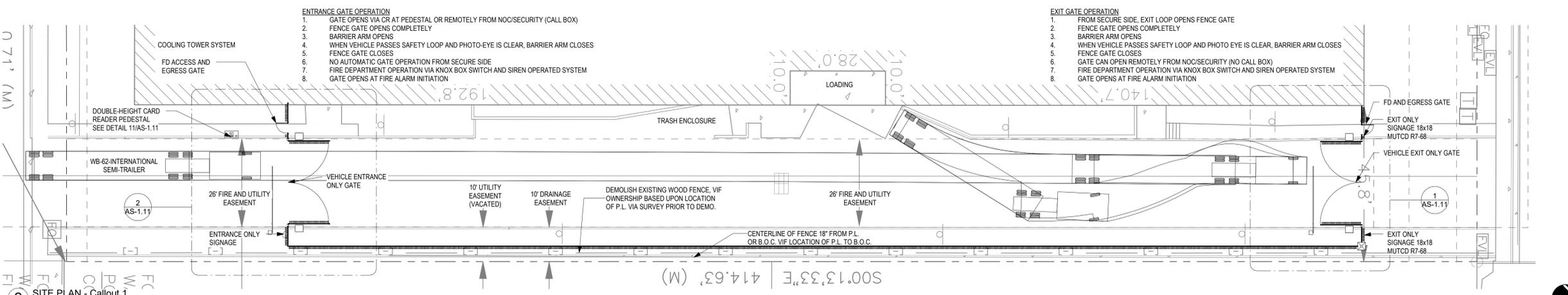
PLANT LIST

KEY	COMMON NAME	BOTANIC NAME	SIZE	ROOT	SUPPORT	QUANTITY
DECIDUOUS TREES						
NM	NORWAY MAPLE	ACER PLATANOIDES	6' CAL.	B:B	GLY	29
SH	SHADEMASTER HONEYLOCUST	GLEDITSA TRI. NERYS	6' CAL.	B:B	GLY	13
LC	LANCE LEAF COTTONWOOD	POPULUS ACUMINATA	4' CAL.	B:B	GLY	8
BP	BRADFORD PEAR	PYRUS CALLERYANA	4' CAL.	B:B	GLY	40
EVERGREEN TREES						
PP	PONDEROSA PINE	PINUS PONDEROSA	16-24'	84' SPADE	GLY	68
EVERGREEN SHRUBS						
MJ	MINT JULEP JUNIPER	JUNIPERUS C. 'SEA GREEN'	5 GAL.	CONT.		18
HJ	HUGHES JUNIPER	JUNIPERUS HORIZONTALIS	5 GAL.	CONT.		689
DECIDUOUS SHRUBS						
AC	ALPINE CURRENT	RIBES ALPINUM	5 GAL.	CONT.		59
YD	YELLOW THING DOGWOOD	CORNUS STOLONIFERA F.	5 GAL.	CONT.		402
PS	POTENTILLA SUTTERS GOLD	POTENTILLA ARBUSCULA	5 GAL.	CONT.		36
TS	THUNBERG SPIREA	SPREA TUNBERGII	5 GAL.	CONT.		111
VINES, GROUND-COVERS / FLOWERS						
BI	BOSTON IVY	PARTHENOCISSUS TRI.	1 GAL.	CONT.		475
SA	SEDUM ACRE	SEDUM SP.	2 1/2"	POT/FLAT		910
A	ANNUALS	ASSORTED PETUNIAS	2 1/4"	POT/FLAT		500

NOTES:
ALL EXISTING TREES WILL BE PROTECTED DURING THE CONSTRUCTION OF THE FENCE ACCORDING TO APPENDIX G AND TREE PROTECTION DETAILS IN THE PARKS, RECREATION AND OPEN SPACE DEDICATION AND DEVELOPMENT MANUAL.
PER CODE, SEC. 146-4.2.3.1., NO PERSON SHALL PLACE OR KEEP ANY POST, FENCE, WALL, RETAINING WALL, TREE, SHRUB, HEDGE, OR ANY OTHER STRUCTURE OR PLANTING WITHIN FIVE FEET OF A FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION AND WILL NOT IMPACT ANY EXISTING SITE TRIANGLES.
THE SITE TRIANGLE AT THE INTERSECTION OF OUR EXIT GATE AND EAST CORNELL AVENUE IS MEASURED FROM A POINT BEGINNING AT THE BACK OF THE CROSSWALK AND THE CENTER LINE OF THE CLOSEST LANE AT EAST CORNELL AVE.



1 SITE PLAN
1" = 40'-0"



2 SITE PLAN - Callout 1
1/16" = 1'-0"

CORNELL SECURITY FENCE PHASE I - LOADING DOCK

11900 E. CORNELL AVE. AURORA CO 80014

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#	DATE	REVISION
1	09/26/2023	CD'S

PROJECT NUMBER 22036
DRAWN BY RC
CHECKED BY BDL

SITE PLAN
AS-1.01

K:\Revit\22036-Cornell Security Fence\122_rastallanos@themulherngroup.com.rvt 3/15/2024 5:56:40 PM

SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO LEASE AGREEMENT (“**Seventh Amendment**”) is made and entered into as of this 14th day of June, 2022 (the “**Effective Date**”), by and between **MONTEREY DC ASSETS LLC**, a Delaware limited liability company (“**Lessor**”); and **FLEXENTIAL LLC**, a Delaware limited liability company (“**Lessee**”). Lessor and Lessee may hereinafter be referred to as a “**Party**” or together as the “**Parties.**”

RECITALS

A. Lessee (as the ultimate successor-in-interest to the original lessee, ViaWest, Inc., a Colorado corporation) and Lessor (as the ultimate successor-in-interest to DCI Aurora Venture, LLC, a Delaware limited liability company) are the current parties to that certain Lease Agreement dated as of September 18, 2007 (the “**Original Lease**”), as amended by: that certain First Amendment of Lease Agreement dated March 10, 2008; (ii) that certain Second Amendment of Lease Agreement dated August 1, 2009; (iii) that certain Third Amendment of Lease Agreement dated August 1, 2010; (iv) that certain Fourth Amendment of Lease Agreement dated July 25, 2011; (v) that certain Fifth Amendment of Lease Agreement dated March 2, 2015; and (vi) that certain Sixth Amendment of Lease Agreement dated May 4, 2018 (as amended and assigned, the “**Lease**”), pursuant to which Lessor leases to Lessee, and Lessee leases from Lessor, approximately: (i) 99,894 rentable square feet defined as “**Data Center A**”; (ii) 71,395 rentable square feet defined as “**Data Center B**”; (iii) 33,030 rentable square feet of office space located in Office Area C (the “**Office Premises**”); and (iv) 1,507 square feet of space on the surface parking lot (the “**Generators Support Space**”; together with Data Center A, Data Center B, and the Office Premises, collectively, the “**Premises**”), all located at the building owned by Lessor and located at 11900 East Cornell, Aurora, Colorado (the “**Building**”), and more particularly described in the Lease.

B. The Term of the Lease for Data Center A, Data Center B, and the Generators Support Space (collectively, the “**Data Center Premises**”) is set to expire on April 30, 2023.

D. The Term of the Lease for the Office Premises is set to expire on September 30, 2024.

C. Lessor and Lessee desire to amend the Lease to extend the Term for the Data Center Premises and make certain other changes, pursuant to the terms and provisions, and subject to the conditions, as set forth in this Seventh Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Seventh Amendment, and for other good, lawful and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. **Definitions; Recitals.** Any capitalized terms used and not otherwise defined herein shall have the meaning given to such terms in the Lease. The above recitals are true and correct and are hereby incorporated into this Seventh Amendment as if set forth herein at length.

2. **Seventh Amendment Data Center Term.** The Parties hereby agree to extend the current Term of the Lease for the Data Center Premises by a period of one hundred twenty (120) months beyond the current expiration date (April 30, 2023) (the “**Seventh Amendment Data Center Term**”), commencing on May 1, 2023 and expiring on April 30, 2033. Following the Effective Date, any reference to the “Expiration Date” within the Lease shall be deemed to mean (a) September 30, 2024, for the Office Premises, and (b) April 30, 2033, for the Data Center Premises.

3. **Monthly Rental for Data Center Premises.** The Monthly Rental for the Data Center Premises shall continue to accrue and be payable as set forth in the Lease; however, commencing on May 1, 2023 and continuing on the first (1st) day of each calendar month during the Seventh Amendment Data Center Term, Lessee shall pay, in the manner specified in the Lease, Monthly Rental for the Data Center Premises in the following amounts:

<u>PERIOD</u>	<u>ANNUAL RATE PER RSF*</u>	<u>ANNUAL*</u>	<u>MONTHLY*</u>
5/1/2023 – 4/30/2024	\$34.54	\$5,916,322.06	\$493,026.84
5/1/2024 – 4/30/2025	\$35.58	\$6,093,811.72	\$507,817.64
5/1/2025 – 4/30/2026	\$36.64	\$6,276,626.07	\$523,052.17
5/1/2026 – 4/30/2027	\$37.74	\$6,464,924.86	\$538,743.74
5/1/2027 – 4/30/2028	\$38.88	\$6,658,872.60	\$554,906.05
5/1/2028 – 4/30/2029	\$40.04	\$6,858,638.78	\$571,553.23
5/1/2029 – 4/30/2030	\$41.24	\$7,064,397.94	\$588,699.83
5/1/2030 – 4/30/2031	\$42.48	\$7,276,329.88	\$606,360.82
5/1/2031 – 4/30/2032	\$43.75	\$7,494,619.78	\$624,551.65
5/1/2032 – 4/30/2033	\$45.07	\$7,719,458.37	\$643,288.20

* Amounts are calculated within this table and rounded based on an annual escalation of three percent (3%) per annum compounding. The RSF for purposes of these calculations does not include the Generators Support Space.

4. **Additional Rent.** In addition to the Monthly Rental as set forth above, Lessee shall remain obligated for the payment to Lessor (or such other party as may expressly and specifically be required under the Lease) of Lessee’s pro rata share of Operating Expenses and any other charges or amounts due under the Lease, in accordance with the provisions of the

Lease as amended hereby.

5. **Monthly Rental for the Office Premises.** The Monthly Rental for the Office Premises shall continue to accrue and be payable as set forth in the Lease, and shall not be modified by this Seventh Amendment.

6. **Condition of the Premises; Improvements.**

- a. Lessee continues to accept the Premises in its “as-is” condition, without representation or warranty from Lessor, and Lessee shall not be entitled to any allowances, credits, options, or other concessions with respect to the Premises, except as otherwise expressly set forth in this Seventh Amendment; provided, however, nothing in this Section shall relieve Lessor of its repair and maintenance obligations under the Lease.
- b. Provided no Event of Default exists at the time of request, Lessor agrees to contribute up to Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) (the “**Seventh Amendment Allowance**”) to be used towards the Lessee-performed design, permitting, and construction of a security fence around the Building (the “**Seventh Amendment Improvements**”). Lessor shall use commercially reasonable efforts to obtain the approval by the U.S. General Service Administration (“**Co-Tenant**”), to the extent required by Co-Tenant’s lease at the Building, of the construction of the Seventh Amendment Improvements. Should Lessor fail to receive Co-Tenant’s approval (after using commercially reasonable efforts) or should Lessee fail to receive any required municipal approval for the construction of the Seventh Amendment Improvements, then (i) the Seventh Amendment Improvements shall not be constructed; (ii) the Seventh Amendment Allowance shall not be paid to Lessee; and (iii) the Lease shall continue in full force and effect as otherwise amended by this Seventh Amendment. Notwithstanding the foregoing, Lessee, acting through Lessor with respect to obtaining Co-Tenant’s approval, may make multiple attempts to obtain such approvals, including redesigning the Seventh Amendment Improvements and/or changing the proposed specifications. Lessor shall promptly give Lessee notice if Co-Tenant rejects or fails to approve within a reasonable period of time the proposed Seventh Amendment Improvements more than twice, in which event Lessee, in lieu of constructing the Seventh Amendment Improvements, may elect to apply the Seventh Amendment Allowance as a credit against the next installments of Monthly Rental then due under the Lease; however, in no event shall such rent credit be made available or applied against Monthly Rental before May 1, 2023. The Seventh Amendment Improvements shall be subject to Lessor’s prior review and approval, and completed by Lessee, pursuant to the requirements for Lessee alterations and improvements set forth in Section 10 of the Lease, as amended by Section 8 of this Seventh Amendment, provided that in no event shall such Lessor approval be unreasonably withheld, conditioned or delayed. Lessor shall promptly provide written notice to Lessee

upon receipt of Co-Tenant's approval of the Seventh Amendment Improvements (the "**Co-Tenant Approval Notice**"). Lessee shall have twelve (12) months following receipt of the Co-Tenant Approval Notice (the "**Closeout Delivery Date**"), to complete the Seventh Amendment Improvements and deliver to Lessor (i) evidence of payment to all contractors and subcontractors; (ii) an affidavit from the architect or general contractor certifying that the Seventh Amendment Improvements have been completed substantially in accordance with the approved plans and specifications; (iii) full and final waivers of all liens for labor, services, or materials all in the customary form for the State of Colorado; and (iv) as-built plans of the Seventh Amendment Improvements (the "**Closeout Deliveries**"). Notwithstanding any provision to the contrary herein, but except as set forth above with respect to Lessee's right to use the Seventh Amendment Allowance for Monthly Rental, Lessor shall have no obligation to contribute any portion of the Seventh Amendment Allowance that has not been released and paid in accordance with the provisions of this Section 6 (except to the extent Lessor has failed to release or pay such amounts after Lessee has satisfied the conditions thereto) on or before the earlier of (x) the date which is sixty (60) days after the Closeout Delivery Date, or (y) the date which is ninety (90) days after completion of the Seventh Amendment Improvements, and any unused portion of the Seventh Amendment Allowance shall be forfeited after the completion of the Seventh Amendment Improvements.

- c. Lessee shall commence performance of the Seventh Amendment Improvements only after obtaining Lessor's written approval, which approval shall not be unreasonably withheld, conditioned or delayed, of Lessee's plans for such Seventh Amendment Improvements and the general contractor to perform such Seventh Amendment Improvements. The cost of the Seventh Amendment Improvements includes, without limitation:
- (i) All costs and expenses actually incurred and pertaining to the Seventh Amendment Improvements, including, but not limited to, material and equipment costs, costs charged by contractors, subcontractors and general and other conditions costs and expenses in connection with the performance and installation of the Seventh Amendment Improvements, as well as any remedial or punch list work;
 - (ii) All costs and expenses of preparation of Lessee's plans for space planning, construction, site inspection and contract administration; and
 - (iii) All costs of permits, licenses and other approvals required for the performance of the Seventh Amendment Improvements.

If the total cost of the Seventh Amendment Improvements exceeds the Seventh Amendment Allowance, then the entire amount of any such excess shall be borne by Lessee. Upon expiration or earlier termination of the Lease, the Seventh

Amendment Improvements shall remain in place and become the property of Lessor and Lessee shall not be required to remove the same.

- d. Lessee shall defend and hold Lessor harmless from all costs, damages, liens, and expenses related to the Seventh Amendment Improvements. Lessor agrees to pay Lessee the Seventh Amendment Allowance (or the requested portion thereof) within thirty (30) days of receipt of a timely delivered written request for payment of the Seventh Amendment Allowance, together with complete delivery of the Closeout Deliveries (which shall include paid invoices and/or lien waivers for the requested amount of Seventh Amendment Allowance). Any request that is delivered without a complete set of the Closeout Deliveries shall not be honored for payment by Lessor until the missing information or documentation is then provided by Lessee. If at any time during the Seventh Amendment Data Center Term, an Event of Default occurs and Lessor terminates the Lease or Lessee's right to possession of the Premises as Lessor may be permitted to do so under the Lease, Lessee shall within thirty (30) days after written demand repay to Lessor an amount equal to the unamortized amount of Seventh Amendment Allowance paid to Lessee, amortized (at a rate of 6%) over the Seventh Amendment Data Center Term.

7. **Renewal Options.** Notwithstanding anything to the contrary contained in the Lease, Lessee shall have the option to extend the Term of the Lease, as it relates to the Data Center Premises, for three (3) additional five (5) year periods (each a "**Data Center Renewal Option**"), under and subject to the following terms and conditions:

- a. The renewal periods shall each be for five (5) years (each a "**Data Center Renewal Term**"), commencing on the day immediately following the expiration of the Seventh Amendment Data Center Premises Term or the then current Data Center Renewal Term, as applicable, and expiring on the day immediately preceding the fifth (5th) year anniversary thereof. Lessee must exercise a Data Center Renewal Option, if at all, by written notice to Lessor delivered at least twelve (12) months prior to the expiration date of the Seventh Amendment Data Center Premises Term or the then current Data Center Renewal Term, as applicable, time being of the essence.
- b. As a condition to Lessee's exercise of a Data Center Renewal Option, at the time Lessee delivers its notice of election to exercise a Data Center Renewal Option to Lessor and at the commencement of a Data Center Renewal Term, there shall be no Event of Default, Lessee shall not have assigned the Lease or sublet the Premises (other than assignments or subleases which, pursuant to Section 13(b) of the Original Lease, do not require Lessor's consent, and excluding licenses pursuant to Section 13(a) of the Original Lease), and Lessee shall not have abandoned the Premises.
- c. The Monthly Rental for the first year of a Data Center Renewal Term shall be the

then current fair market value (“**FMV**”) for renewals for comparable space in similar buildings in the same rental market, excluding the value of improvements, alterations and trade fixtures installed at Lessee’s cost and expense; for all subsequent years of a Data Center Renewal Term, the Monthly Rental shall increase in a manner consistent with then fair market annual escalations. Lessor shall advise Lessee in writing of the new Monthly Rental for the Data Center Premises (“**Lessor’s FMV Notice**”) no later than thirty (30) days after receipt of Lessee’s written request therefor. In no event shall the Monthly Rental for a Data Center Renewal Term be less than ninety percent (90%), nor greater than one hundred ten percent (110%), of the Monthly Rental in the preceding period.

If Lessee rejects Lessor’s FMV Notice, Lessee shall notify Lessor in writing and the parties shall then have twenty (20) days (“**Negotiation Period**”) to negotiate the FMV. If no agreement is reached during the Negotiation Period, then both parties agree to use the process outlined as follows: Within fifteen (15) days after the expiration of the Negotiation Period, each party shall designate a real estate broker or appraiser with a minimum of five (5) years brokerage or appraisal experience in the Denver, Colorado metropolitan area. Each broker or appraiser shall complete his/her determination of the FMV and issue a written report stating his or her determination of the FMV within thirty (30) days, which report shall be shared with the other party. If the amount of the lower FMV determination differs by less than ten percent (10%) of the amount of the higher FMV determination, then the FMV shall be the average of the two amounts. If the amount of the lower FMV determination differs by more than ten percent (10%) of the amount of the higher FMV determination, then the two brokers/appraisers shall appoint a third broker or appraiser satisfying the same qualifications, who shall be mutually hired and paid for by both parties. Within thirty (30) days after appointment, the third broker or appraiser shall evaluate the market using the same parameters outlined in the preceding paragraph and issue a written report stating his or her determination of the FMV. The FMV determination of the third broker or appraiser shall be averaged with the FMV determination of the other broker or appraiser closest to it. The Monthly Rental for the applicable renewal period shall be the resultant FMV utilizing this process.

- d. For the avoidance of doubt, Lessee may only extend the Term of the Lease as it relates to the Data Center Premises pursuant to the terms of this Section 7, and Section 18 of the Original Lease shall be deleted in its entirety. Except as set forth in this Seventh Amendment, there shall be no further options to renew the Term of the Lease as it relates to the Data Center Premises.

8. **Alterations.** Section 10 (Alterations) of the Original Lease is hereby amended by deleting the first sentence and replacing it with the following:

“Following the Initial Alterations, Lessee shall be entitled without Lessor’s consent to make alterations, additions, or improvements to interior walls or

partitions and the electrical, mechanical, life safety, security and communications systems within the Premises, which solely serve the Premises, are non-structural in character and cost less than \$50,000 (collectively, “Permitted Non-Structural Alterations”).”

9. **Access to Premises; Security.** Notwithstanding anything to the contrary in the Lease, Lessee shall have access to the Premises twenty four (24) hours per day, seven (7) days per week, fifty two (52) weeks per year. Lessor and Lessor’s agents, including individuals providing janitorial services, property managers and building engineers, will make all entries into the Premises (except in cases of emergency) by complying with Lessee’s reasonable security requirements, including providing identification and permitting a Lessee escort. Lessor may show the Premises to prospective lessees, with Lessee’s consent pursuant to the security requirements herein, only during the last 9 months of the Term of the Lease, as may be extended pursuant to this Seventh Amendment. Except as modified herein, Section 12(a) (Entry by Lessor) of the Lease remains in full force and effect.

10. **Acknowledgement of Guarantor.** As a condition to this Seventh Amendment, Lessee shall cause Flexential Guarantor, LLC, and Flexential Co-Guarantor, LLC, as guarantors of the obligations of Lessee under the Lease pursuant to the Lease Guaranty Agreement dated November 17, 2021, to execute the acknowledgement of its guaranty of Lessee’s obligations under the Lease and attached to this Seventh Amendment.

11. **Notices.** The Parties agree and acknowledge that all notices provided to Lessor or Lessee pursuant to the Lease shall be sent to the following addresses:

Lessor Monterey DC Assets LLC
c/o Mapletree US Management LLC
5 Bryant Park, Suite 2800
New York, NY 10018
Attn: Asset Management & Legal

Lessee: Flexential LLC
11900 East Cornell Avenue
Building B, 3rd Floor
Aurora, Colorado 80014
Attn: Senior Director of Real Estate and General Counsel
E-mail: becca.parsons@flexential.com
and legal@flexential.com

Flexential LLC
600 Forest Point Circle, Suite 100
Charlotte, North Carolina 28273
Attn: Chief Financial Officer
E-mail: garth.williams@flexential.com

12. **Brokers.** Lessee represents and warrants to Lessor that Lessee has dealt with no broker, agent, or other intermediary in connection with this Seventh Amendment other than CBRE, Inc. (“**Lessee’s Broker**”), and that insofar as Lessee knows, no other broker, agent, or other intermediary negotiated this Seventh Amendment. Lessee and Lessor agree to indemnify one another against and hold each other harmless from and against any loss, cost, expense or damage arising from any claim for commission or other compensation made by any broker or finder, other than Lessee’s Broker. Lessor shall pay Lessee’s Broker a market commission pursuant to a separate written agreement between Lessor and Lessee’s Broker.

13. **Successors and Assigns.** This Seventh Amendment shall bind and inure to the benefit of the Parties hereof and to their respective successors and assigns.

14. **Counterparts; Electronic Delivery.** This Seventh Amendment may be executed in multiple counterparts each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Seventh Amendment, the Parties agree that telecopied signatures or scanned and electronically transmitted signatures may be used in place of original signatures on this Seventh Amendment. =

15. **Entire Amendment.** Except as expressly modified by this Seventh Amendment, all other terms and conditions of the Lease shall remain in full force and effect and binding upon Lessor and Lessee. In the event of any conflict or inconsistency between the terms and condition of this Seventh Amendment and the terms and conditions of the Lease, the terms and conditions of this Seventh Amendment shall control and govern. In all other respects, the terms and conditions of the Lease are hereby ratified in their entirety.

16. **Authority.** The Lessee represents and warrants to Lessor, and Lessor represents and warrants to Lessee, that the person executing this Seventh Amendment on its behalf has the full right, power and authority to enter into this Seventh Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Seventh Amendment effective the date and year first set forth above.

LESSOR:

MONTEREY DC ASSETS LLC,
a Delaware limited liability company

By: Richard Prokup

Name: Richard Prokup

Title: Senior VP

LESSEE:

FLEXENTIAL LLC,
a Delaware limited liability company

By: ^{DocuSigned by:} Chris Downie
3AB3B116EEC54E8...

Name: Chris Downie

Title: CEO

GUARANTOR ACKNOWLEDGMENT

Flexential Guarantor, LLC, a Delaware limited liability company, and Flexential Co-Guarantor, LLC, a Delaware limited liability company (collectively, the “**Guarantor**”), jointly and severally, as guarantor of the obligations of Lessee under the Lease pursuant to the Guaranty, confirms the continuing obligations of Guarantor under the Guaranty. Furthermore, in consideration of the execution by Lessor of this Seventh Amendment, and intending to be legally bound, Guarantor hereby confirms and agrees that the obligations and liabilities of Guarantor under the Guaranty shall include this Seventh Amendment and the obligations and liabilities of Lessee thereunder.

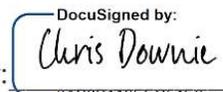
Notwithstanding anything to the contrary, Guarantor’s joinder to this Seventh Amendment for the purposes of this paragraph is not intended to modify in any way Lessor’s rights under the Guaranty.

GUARANTOR:

FLEXENTIAL GUARANTOR, LLC,
a Delaware limited liability company

By:  _____
3AB3B116EEC54E6...
Name: Chris Downie _____
Title: CEO _____

FLEXENTIAL CO-GUARANTOR, LLC,
a Delaware limited liability company

By:  _____
3AB3B116EEC54E6...
Name: Chris Downie _____
Title: CEO _____

Certificate Of Completion

Envelope Id: A68222F445704D32A05EB3269ADF802E	Status: Completed
Subject: Complete with DocuSign: Flexential Phase I Submittal Packete - 82-6053-01 Site Plan Amendment.p...	
Envelope Type: Agreement/Contract/License	
Source Envelope:	
Document Pages: 18	Signatures: 1
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Akira Green
Time Zone: (UTC+08:00) Kuala Lumpur, Singapore	10 Pasir Panjang Road
	SINGAPORE, 00 117438
	akira.green@mapletree.com.sg
	IP Address: 163.116.252.29

Record Tracking

Status: Original	Holder: Akira Green	Location: DocuSign
11/9/2023 1:29:59 AM	akira.green@mapletree.com.sg	

Signer Events

Signature	Timestamp
Judah Elbaum judah.elbaum@mapletree.com.sg Vice President Acadia DC2 Assets, LLC Security Level: Email, Account Authentication (None)	Sent: 11/9/2023 1:32:36 AM Viewed: 11/10/2023 7:46:34 AM Signed: 11/10/2023 7:46:48 AM
Signature Adoption: Pre-selected Style Using IP Address: 173.70.158.34 Signed using mobile	

Electronic Record and Signature Disclosure:
Accepted: 6/2/2021 3:10:32 AM
ID: 4251a99f-72f8-4042-9b74-670ed2a4a93c

In Person Signer Events**Editor Delivery Events****Agent Delivery Events****Intermediary Delivery Events****Certified Delivery Events****Carbon Copy Events**

Signature	Timestamp
Akira Green akira.green@mapletree.com.sg Security Level: Email, Account Authentication (None)	Sent: 11/10/2023 7:46:54 AM

Electronic Record and Signature Disclosure:
Accepted: 1/19/2023 10:09:37 PM
ID: 24f516d2-8653-4c73-ac6b-c3492a13391b

Witness Events**Notary Events****Envelope Summary Events**

Status	Timestamps
Envelope Sent	11/9/2023 1:32:36 AM
Certified Delivered	11/10/2023 7:46:34 AM
Signing Complete	11/10/2023 7:46:48 AM
Completed	11/10/2023 7:46:54 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

I declare that I am duly authorised under the applicable Delegation of Authority (DOA), Power of Attorney (POA), Board Resolution, Standard Operating Procedure for Authorised Signatories and if none of the aforementioned authorisation is applicable, any other written authorisation (a copy of this written authorisation shall be kept for record) to execute the agreement(s), letter(s), forms(s) and document(s) submitted for this transaction (collectively, the “Submitted Documents”) for and on behalf of the entity within the Mapletree group which is a party to the Submitted Documents (“Mapletree Entity”). I further acknowledge that by using DocuSign to e-sign the Submitted Documents, the Submitted Documents, when fully executed by all parties to the Submitted Documents as required, shall be binding on the Mapletree Entity.