



Planning and Development Services Department
15151 E Alameda Pkwy, 2nd Floor Suite 2300
Aurora, Colorado 80012
(303) 739-7217 | planning@auroragov.org

Case Mgr JL
Case Number 1982-6053-10
Quarter Section 15D
Row ID 1764645

MINOR AMENDMENT APPLICATION FORM

Available online here

Last revised on: 03-30-2022
01-03-2023

Applicant Information

Enter information for the person who will answer any questions regarding the application.

Name Ricardo Castellanos
Address 1400 Glenarm Place, Suite 300 Denver CO, 80202
Phone 303-297-3334
Email rcastellanos@themulherngroup.com

Property Owner

Enter information for the entity or person who is listed with the county as the owner of record.

Name Monterey DC Assets LLC
Address 5 Bryant Park, 28th Floor, New York, NY 10018
Phone (813)774-1744
Email sara.wayson@mapletree.com.sg

Type of Application

Site Plan Amendment
Redevelopment Plan Amendment

Property Information

Address 11900 E. Cornell Ave, Building A, Aurora, CO 80014
Existing Use Data Center

Proposed Changes

Removal of existing wood fence and installation of a new metal security fence along the Eastern Property line and a gate system at the entrance and exit of the existing East loading dock.

Submittal Materials

Please email the amended Site Plan to planning@auroragov.org along with this completed application and a brief letter of introduction explaining the scope of the project. All amended plans must show redline changes to scale on existing drawings obtained from the Planning Department. The electronic drawings must be sized at 24"x36" for properties in Arapahoe County and 18"x24" for Adams County.

Site Plan
Building Elevation(s)
Landscape Plan
Detail Drawing(s)
Other:

Fee Payment: See Payment section on Page 3

Property Owner's Signature

Indah Elbaum
Property Owner's Signature
Date 10-Nov-2023 | 7:46

Notice to Applicants: Use this form to apply for Minor Amendments to existing Site Plans. Payment may be made online at www.aurora4biz.org and will be made after submission. Be sure to discuss your application with a Planning Department representative prior to submitting the application. Utilize the cover sheet checklist on this application to ensure that the application is complete. Please email all application materials to planning@auroragov.org.

This Section for City Use Only

Site Plan Cornell Business Center
Description Replacing existing fence and add new a new security gate.
General Location West of Peoria, between Cornell & Dartmouth
Existing Zoning MU-OI List all Wards IV
Neighborhood Liaison
Need to be reviewed at SPA? Yes No
Date application received 11/13/23 by AM
Thursday application start date 11/16/23
Amount of application fee paid \$667 (1-2 Sheets)
\$1,038 (3-5 Sheets) \$1,733 six or more sheets or filed after construction
Real Property Review
Required Not Required
No Encroachment Easement encroachment
(See 2nd Page for additional referrals)
Planning Department Action
Approved Approved w/conditions
Denied Withdrawn Closed as Inactive
Referred to Planning Commission
Signed: Director of Planning or Representative Date
Conditions/Notes
AM SGT
Date File Retired

Applicant Instructions for Minor Amendment Applications

1. Discuss your Minor Amendment application with a Planning Department representative (303-739-7217) for details on the Minor Amendment process, and to help you start your application and determine the application fee. If a Planning Case Manager is already assigned to your case, it is advisable to call and make an appointment to meet with him or her directly. Please contact the Public Works Engineering Division to verify if a Drainage Letter or Report is required at 303-739-7575. If a drainage letter is required, contact Civil Plan submittal staff at 303-739-7335 to set up the necessary folder. Drainage Letter and Drainage report timelines vary and do not typically match Planning's Minor Amendment timelines, so submittal of Drainage Letter/report early in the process will support a shorter overall process. Additionally, Civil Plan revision or new Civil Plans may be required and are normally submitted after the 1st submission of the Minor Amendment process. For Civil Plan revisions, contact Civil Plan Submittal staff at 303-739-7335. Please contact Chris Eravelly at 303-739-7457 or ceravell@auroragov.org to begin the Pre-Submittal Meeting process if new Civil Plans are required.

2. Staff will email electronic copies of your Site Plan on file in the Planning Department. **Cloud the areas of change and redline the drawings to scale.** The size of the original Site Plan is either 18"x24" or 24"x36" depending on the County. Please check with your Case Manager and keep the size consistent throughout. A sample redlined Site Plan Amendment can be found [here](#). New sheets may be provided if necessary; however, the original signed Site Plan cover sheet must remain part of the set. These changes must correspond with the list of proposed changes shown on your application form and Site Plan cover sheet. Applications will not be accepted without these redlines. Additionally, please provide a letter of introduction explaining the scope of the project. Other materials may be required with the application.

3. Payment: Application fees may be made with online payment. If online payment cannot be made, please contact the Planning Department for alternative payment methods. Online payment may be made at www.aurora4biz.org.

4. The processing cycle starts every Thursday. Please submit your application a day or two early, so staff can look it over and be sure it's complete. Incomplete applications will not be accepted. Please reference the cover sheet of this application to ensure all required documents have been submitted. If an incomplete application is not "complete" by end of business Thursday, it will be moved to the following Thursday. **All applications must contain a property owner's signature and be easily readable.**

5. Special Requirements for Telecom Facilities:

If your application involves installation of rooftop or structure mounted telecom facilities or changes to an existing telecom facility, you will be required to submit the additional information below as part of your application:

- Photo simulations showing existing and proposed views of the facility from adjacent rights-of-way and/or open space.
- Written response to the design and site selection criteria found in Section 146-3.3.5.JJ of the Unified Development Ordinance.
- A completed Telecom Facilities Owner's Responsibility Statement form.

6. Your amendment will be reviewed by a Planning Department Case Manager, any appropriate city departments, the Current Planning Manager, and the Director of Planning. Staff may determine that your application needs to be heard by the Planning & Zoning Commission or Board of Adjustment, rather than be processed administratively. If this is required, staff will notify you promptly and help you to prepare a full Development Application.

7. If staff does not hear from you within 30 days, we reserve the right to close your application as inactive. Once it is closed, you may re-open your case at any time by submitting a new application and fee.

8. Minor Amendment applications will not be approved prior to the approval of any associated drainage letters/reports, traffic letter or impact study, license agreements, or easement release/dedications.

K:\Dept\Planning and Dev Serv\ZDR\Forms and Templates\Forms\2022\2022 Minor Amendment Application

Department, Community and Outside Agency Referrals for Minor Amendment Applications CITY USE ONLY

<input checked="" type="checkbox"/> CITY USE ONLY: CHECK ALL APPROPRIATE REFERRALS NEEDED (Applicant supplies Abutter & HOA lists)		
CITY OF AURORA DEPARTMENT REFERRALS	COMMUNITY REFERRALS	
<input checked="" type="checkbox"/> City Forester		<input type="checkbox"/> Public Service Co. (Xcel)
<input type="checkbox"/> Civil Engineering	<input type="checkbox"/> Neighborhood Referrals (attach list):	<input type="checkbox"/> E-470 Authority
<input checked="" type="checkbox"/> Traffic Engineering		<input type="checkbox"/> Federal Aviation Authority
<input checked="" type="checkbox"/> Life Safety		<input type="checkbox"/> Fitzsimons Redevelopment Authority
<input type="checkbox"/> Parks Dept		<input type="checkbox"/> Regional Transportation District
<input type="checkbox"/> Plg Dept—Addressing – Phil Turner		<input type="checkbox"/> School Dist - Aurora (28J)
<input checked="" type="checkbox"/> Plg Dept—Landscape		<input type="checkbox"/> School Dist - Cherry Creek (5J)
<input type="checkbox"/> Aurora Marijuana Enforcement Division		<input type="checkbox"/> Tri-County Health
<input type="checkbox"/> Public Art Plan		<input type="checkbox"/> Mile High Flood District
<input checked="" type="checkbox"/> Real Property	OUTSIDE AGENCY REFERRALS	<input type="checkbox"/> City of Centennial
<input type="checkbox"/> Aurora Water	<input type="checkbox"/> Adams County	<input type="checkbox"/> Airports (specify):
<input type="checkbox"/> Licensing	<input type="checkbox"/> Arapahoe County	<input type="checkbox"/> CDOT Region 1
<input type="checkbox"/> ODA—(name):	<input type="checkbox"/> Denver	<input type="checkbox"/> Other (specify):
	<input type="checkbox"/> Douglas County	
	<input type="checkbox"/> Other Counties (specify):	

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

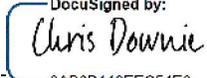
By: Richard Prokup

Name: Richard Prokup

Title: Senior VP

LESSEE:

FLEXENTIAL LLC,
a Delaware limited liability company

By:  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.

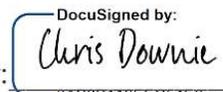
Notwithstanding anything to the contrary, Guarantor’s joinder to this Seventh Amendment for the purposes of this paragraph is not intended to modify in any way Lessor’s rights under the Guaranty.

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

Signature	Timestamp

Editor Delivery Events

Status	Timestamp

Agent Delivery Events

Status	Timestamp

Intermediary Delivery Events

Status	Timestamp

Certified Delivery Events

Status	Timestamp

Carbon Copy Events

Status	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

Signature	Timestamp

Notary Events

Signature	Timestamp

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

COPIED

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.