

**FIRST AMENDMENT TO**  
**MASTER LICENSE AND SERVICE AGREEMENT**  
**AGREEMENT NO. FO-738-10/2013**

This First Amendment to Master License and Service Agreement (Agreement No. FO-738-10/2013) (this "**First Amendment**"), effective as of the last date of signature below (the "**Effective Date**"), is entered into by and among (i) **CORESITe ONE WILSHIRE, L.L.C., CORESITE REAL ESTATE 55 S. MARKET STREET, L.L.C.**, each a Delaware limited liability company, **CORESITe REAL ESTATE 2972 STENDER, L.P.** (as successor in interest to CORESITE CORONADO STENDER, L.L.C, **CORESITe REAL ESTATE 1656 MCCARTHY, L.P.** (as successor in interest to CORESITE REAL ESTATE 1656 MCCARTHY, L.L.C.), **CORESITe REAL ESTATE 3032 CORONADO, L.P.** (as successor in interest to CORESITE CORONADO STENDER, L.L.C.), and **CORESITe REAL ESTATE 900 N. ALAMEDA, L.P.** (as successor in interest to CORESITE REAL ESTATE 900 N. ALAMEDA, L.L.C.), each a Delaware limited partnership (each such entity, a "**CoreSite Party**" and collectively "**CoreSite**"), and (ii) **DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES ("Customer")**. This First Amendment amends that certain Master License And Service Agreement (Agreement No. FO-738-10/2013) dated as of November 30, 2013 (the "**Original MSA**"). The Original MSA, as amended by this First Amendment, shall be referred to herein as the "**MSA**". CoreSite and Customer are each referred to herein individually as a "**Party**" and collectively as the "**Parties**." Unless otherwise defined herein, capitalized terms used in this First Amendment have the meanings ascribed to them in the Original MSA.

**RECITALS**

WHEREAS, the Term of the Original MSA is scheduled to expire on November 29, 2018;

WHEREAS, the Parties desire to amend the Original MSA in order to extend the Term of the Original MSA for one (1) additional five (5) year period and provide Customer with certain renewal options as set forth below.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Modification to Section 2(B)**.
  - a. The Parties acknowledge and agree that the Term is scheduled to expire on November 29, 2018. Notwithstanding anything to the contrary contained in the Original MSA, the Parties hereby agree that the Term of the Original MSA is hereby extended for a period of five (5) years commencing on November 30, 2018 and ending on November 29, 2023 (the "**Extension Term**"). Any reference in the Original MSA to the "Term" or words of similar import shall include the Extension Term, unless the context clearly indicates otherwise.
2. **Renewal Options**. Notwithstanding anything set forth in the Original MSA to the contrary, CoreSite hereby grants Customer three (3) options (each, an "**Option**") to extend the Extension Term for a period of five (5) years each (each, an "**Option Term**"), which Options must be exercised consecutively, if at all, however, Customer may choose not to exercise all of the Options. Customer may exercise an Option by providing written notice to CoreSite prior to the expiration date of the Extension Term (or Option Term), as applicable.
3. **Continued Effectiveness of the MSA**. Except as set forth in this First Amendment, the provisions of the MSA are not amended or modified in any way and continue in full force and effect in accordance with their terms and conditions.

4. Amendment. This First Amendment may be amended only upon the written consent of the Parties hereto.
5. Counterparts. This First Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Any signature page delivered electronically or by facsimile (including, without limitation, transmission by .pdf or other fixed image form) will be binding to the same extent as an original signature page.
6. Entire Agreement. This First Amendment contains the entire agreement and understanding between the Parties concerning the subject matter of this First Amendment, and supersedes all prior negotiations or agreements concerning the subject matter of this First Amendment, whether written or oral.
7. Authority. Each Party represents and warrants to the other Party that it has full power and authority to enter into this First Amendment and the person signing on behalf of such Party has been fully authorized to do so by all necessary entity action on the part of such Party.

**CORESITE ONE WILSHIRE, L.L.C.**  
**CORESITE REAL ESTATE 55 S. MARKET STREET,**  
**L.L.C.**

**CORESITE REAL ESTATE 3032 CORONADO, L.P.,**  
by CoreSite Real Estate 3032 Coronado GP, L.L.C.,  
its general partner

**CORESITE REAL ESTATE 1656 MCCARTHY, L.P.,**  
by CoreSite Real Estate 1656 McCarthy GP, L.L.C.,  
its general partner

**CORESITE REAL ESTATE 2972 STENDER, L.P.,** by  
CoreSite Real Estate 2972 Stender GP, L.L.C., its  
general partner

**CORESITE REAL ESTATE 900 N. ALAMEDA, L.P.,**  
by CoreSite Real Estate 900 N. Alameda GP,  
L.L.C., its general partner

BY: CoreSite, LLC, their authorized agent

BY: Mark Jones  
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Name: Mark Jones

Title: Chief Accounting Officer

Date: 9/5/2018 | 09:29 AM PDT

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. FEUER, CITY ATTORNEY

**SEP 11 2018**

BY: John A. Carvalho  
JOHN A. CARVALHO  
DEPUTY CITY ATTORNEY

**CUSTOMER:**

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS

BY: DAVID H. WRIGHT  
General Manager

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

And: BARBARA E. MOSCHOS  
Secretary

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Amendment on the Effective Date.