

LEASE

This LEASE (this "Lease") is entered into as of _____, 201_ (the "Lease Date"), by and between CoreSite Real Estate 900 N Alameda, L.L.C., a Delaware limited liability company ("Landlord"), and the City of Los Angeles, a municipal corporation, acting by and through its Department of Water and Power ("Tenant"). An index of defined terms used in this Lease is attached as the last page of this Lease.

1. Basic Lease Information

- (a) Building: 900 N. Alameda Street Los Angeles, California; also referred to as "LA2"
- (b) Premises: A private suite on the 3rd floor of the Building commonly known as Suite CR306 and shown on Exhibit A
- (c) Project: The Building, the real property on which the Building is located and all improvements thereon and appurtenances thereto.
- (d) Premises Area 1,334 useable square feet
- (e) Premises Power As of the Commencement Date, Tenant shall have the right to draw a critical power load up to 700 critical kilowatts ("kW") in the Premises.
- (f) Base Rent In accordance with Section 4.2.5, \$185.00 per kW of Premises Power, provided that Base Rent shall in no event be less than the then applicable per kW amount multiplied by the actual power usage at the Premises for the applicable month. The monthly Base Rent shall not exceed the maximum Premises Power multiplied by the price per kW set forth above, as adjusted in accordance with Section 5.
- (g) Adjustment Percentage 3%
- (h) Commencement Date One hundred twenty (120) days following the Lease Date, subject to Section 3.1 and as extended on a day for day basis due to Tenant Delays.
- (i) Rent Commencement Date The earlier of (i) the Commencement Date, and (ii) the date Tenant accesses or occupies the Premises for any purpose.
- (j) Base Year 2016
- (k) Base Term The period commencing on the Commencement Date and expiring on the last day of the 120th month

after the Commencement Date.

- (l) Permitted Use The installation, operation, repair and maintenance of telecommunications, network services and colocation services equipment and facilities, all in keeping with the class and character of the Building and otherwise in compliance with Section 8.
- (m) Parking Allocation All parking shall be on a non-exclusive, unassigned, first-come, first-served basis at the parking areas at the Project serving the Building depicted on **Exhibit B** (the "Parking Area"), subject to Section 9.9.
- (n) Security Deposit None
- (o) Rent Address U.S. Mail mailing address:
CoreSite, L.P.
c/o Key Bank
P.O. Box 74338
Cleveland, OH 44194-4338

Overnight Courier delivery address:
CoreSite, L.P.
c/o Key Bank
5575 Venture Drive, Unit A
Parma, Ohio 44130
Attention: CoreSite, LP.
LB#74338

Electronic Payment Information:
Account #769681044905
Routing #307070267
Swift Code KEYBUS33
- (p) Landlord Address CoreSite Real Estate 900 N. Alameda LLC
c/o CoreSite, L.P.
1001 17th Street, Fifth Floor
Denver, CO 80202
Attention: Legal Department
- (q) Tenant Address Los Angeles Department of Water and Power
111 N. Hope St, Room ____
Los Angeles, CA 90012
Attention: _____

(r) Storage Area

Tenant shall have the right to exclusive use of 489 square feet of storage area on the third floor of the Building in accordance with Section 4.1 below and depicted in Exhibit 4.1.

2. Lease: Relationship.

2.1 Lease: Reservation. On and subject to the terms and conditions hereof, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord. Portions of the Project that are for the non-exclusive use of the tenants, licensees and other occupants of the Project (each an "**Occupant**") and Landlord are collectively referred to as the "**Common Areas**". Tenant shall have the nonexclusive right to use such Common Areas during the Term in accordance with this Lease and applicable Rules and Regulations. Landlord shall at all times have the right to grant easements, make public dedications, designate or modify the Common Areas and create restrictions on or about the Premises and the Project; provided that no such easement, dedication, designation or restriction materially, adversely affects Tenant's use or occupancy of the Premises for the Permitted Use. At Landlord's request, Tenant shall execute such instruments as may be reasonably necessary for such easements, dedications, modifications or restrictions.

2.2 Capacity of City as Tenant. Except where clearly and expressly provided otherwise herein, the capacity of the City of Los Angeles in this Lease shall be as a tenant only, and any obligations or restrictions imposed by this Lease on Tenant shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and its other legislative, administrative, or enforcement functions pursuant to federal, state or local law.

3. Premises.

3.1 Delivery.

3.1.1 Subject to Tenant Delays, Landlord shall use commercially reasonable efforts to make the Premises in the condition and with the facilities set forth in **Exhibit 3.1.1** ("**Landlord Work**") available to Tenant not later than the Commencement Date ("**Delivery**"), provided that Delivery shall be conditioned upon Tenant providing to Landlord evidence of the insurance required to be carried by Tenant under this Lease.

3.1.2 "**Tenant Delay**" means any (a) act or omission of Tenant or any of Tenant's officers, directors, employees, partners, managers, agents, invitees, contractors and permitted licensees and subtenants (each a "**Tenant Party**") that materially interferes with Landlord's delivery of the Premises in the condition and with the facilities set forth in **Exhibit 3.1.1**, or (b) matters expressly deemed Tenant Delays elsewhere in this Lease.

3.2 Acceptance. Except as specifically provided in this Lease (a) Tenant shall accept the Premises in the condition existing as of the Commencement Date; (b) Landlord shall have no obligation for any defects in the Premises; and (c) Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken. Any use or occupancy of the Premises by Tenant before the Commencement Date shall be subject to all of the terms and conditions of this Lease, other than the payment of Base Rent. Except as may be

specifically provided in this Lease, Tenant acknowledges and agrees that neither Landlord nor any Landlord Party has made any representation or warranty with respect to the condition of all or any portion of the Premises or the Project and/or the suitability thereof for the conduct of Tenant's business, and Tenant waives all warranties, express or implied, that the Premises or the Project are suitable for the Permitted Use.

3.3 Holding Over.

3.3.1 If Tenant retains possession of the Premises after the expiration or earlier termination of the Term or the termination of Tenant's right of possession of the Premises (each, a "**Termination**") without Landlord's express written consent, then Tenant shall immediately become a month-to-month tenant under the terms of this Lease, terminable by either party on 30 days prior Notice, except that the monthly Base Rent shall be equal to 150% of the monthly Base Rent amount set forth in Section 1(f). No holding over by Tenant, whether with or without Landlord's consent, shall operate to extend the Term, and this Section 3.3.1 shall not be deemed or construed as consent for Tenant to retain possession of the Premises.

3.3.2 Acceptance by Landlord of Rent after a Termination shall not result in an extension, renewal or reinstatement of this Lease.

3.4 Surrender. Upon a Termination, Tenant shall (a) surrender the Premises to Landlord (i) in good condition and repair, broom clean, ordinary wear and tear and Casualty and Takings (as defined in by Sections 18.1 and 18.2 of this Lease) only excepted, subject to any Alterations permitted by Landlord to remain in the Premises and otherwise in accordance with Section 12.5, (ii) free of Hazardous Materials brought upon, kept, used, stored, handled, treated, generated at or in, or released or disposed of from, the Premises by any Person other than Landlord or Landlord's officers, directors, employees, partners, affiliates, managers, agents, invitees and contractors (collectively, "**Landlord Parties**"), (iii) broom clean, ordinary wear and tear and Casualty and Takings excepted, and (b) remove or cause to be removed all Tenant Property and debris and rubbish from the Premises at Tenant's sole cost and expense. Upon a Termination, Tenant shall immediately return to Landlord all keys and/or access cards to the Premises, the Project, Common Areas, Parking Areas and any other portion of the Project furnished to or otherwise procured by Tenant. If any such access card or key is lost, Tenant shall pay to Landlord, at Landlord's election, (A) the cost of replacing such lost card or key, (B) the cost of reprogramming the security system in which such lost card was used, and/or (C) the cost of changing the locks opened by such lost key. All of Tenant's Property or other property not removed by Tenant as and when required hereunder shall be deemed abandoned if Tenant fails to remove the same within five Business Days after Notice from Landlord, and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for all damages resulting from Landlord's retention and/or disposition of such property. All obligations of Tenant under this Lease not fully performed as of a Termination shall survive such Termination.

4. Appurtenant Rights

4.1 Storage Area. Landlord grants Tenant a license effective during the Term so long as Tenant is not in Default (the "**Storage License**") for the 489 square foot area on the third floor of the Building specifically shown on Exhibit 4.1 (the "**Storage Area**"). Tenant shall have the exclusive right to use the Storage Area solely for storage of usual and customary materials and equipment in support of the Permitted Use. The Storage Area shall be subject to

all of the terms and conditions of this Lease applicable to Tenant's use and occupancy of the Premises.

4.2 Cross Connections. This Section 4.2 shall apply with respect to the connection of any of Tenant's telecommunications facilities and equipment in the Premises or Building to the telecommunications equipment and facilities of any third parties located in the Building "**Cross Connections**."

4.2.1 Cross Connections between Tenant's telecommunications facilities and equipment with telecommunications equipment and facilities of third parties located within the meet-me room or main distribution frame (as applicable) or the Building may be licensed by Tenant from Landlord, or Landlord's designated agent, for the Cross Connection Fees. All Cross Connections shall be subject to the consent of the party with whom Tenant wishes to connect (which shall be Tenant's sole responsibility to obtain). Except as set forth in Section 4.2.2, Cross Connection Fees applicable to Cross Connections between Tenant and a third party in the Building will be paid by the ordering party only. "**Cross Connection Fees**" shall be as established by Landlord in its sole and absolute discretion from time to time during the Term, but as of the Lease Date are as follows (each amount, a per connection amount):

Non-recurring installation charge	\$300.00 per connection
Monthly recurring charge	\$275 per fiber connection \$200 per coaxial connection

4.2.2 During the initial Term of the Lease, Landlord shall provide up to thirty-two (32) Cross Connections between the Premises and the cage space in Landlord's meet-me room in the Building separately licensed by Tenant for the non-recurring fee of \$300.00 per connection and the monthly recurring fee of \$0.00 per connection.

4.2.3 The term of the license of any such Cross Connections shall commence on the earlier of the first date of use or the date of installation and shall continue during the remainder of the Term; provided that Tenant may terminate the license of any such cross connection at any time on at least 30 days' prior Notice to Landlord (provided that the effective date of termination must be the first day of a calendar month).

4.2.4 Landlord may, from time to time, audit Tenant's Cross Connections (as defined within this Section 4.2) within the Premises and/or the Building. Tenant shall reasonably cooperate with Landlord in connection with any such audit. Without limiting the foregoing, within ten days after receipt of a written request from Landlord, Tenant shall deliver to Landlord a detailed list of Tenant's then-existing Cross Connections relating to the Premises and/or Building, including the identities and locations of the parties to whom Tenant is connected. Landlord shall not remove Tenant's existing Cross-Connections, provided the connections have been authorized by Landlord through Landlord's standard ordering procedures and comply with the terms of this Lease, without specific written notice to Tenant within 15 days prior to Landlord's audit.

4.2.5 Remote Hands Services. This Section 4.2 shall apply with respect to the connection of any of Tenant's telecommunications facilities and equipment in the Premises or Building to the telecommunications equipment and facilities of any third parties located in the Building.

5. **Rent.**

5.1 **Base Rent.** The first month's Base Rent shall be due and payable on the Rent Commencement Date. From and after the Rent Commencement Date, Tenant shall pay to Landlord in advance, without demand, abatement, deduction or set-off, monthly installments of Base Rent on or before the first day of each calendar month during the Term, in lawful money of the United States of America, at the Rent Address, or to such other Person or at such other place as Landlord may from time to time designate in writing. Payments of Base Rent for any fractional calendar month shall be prorated. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any Rent except as may be expressly provided for in this Lease.

5.2 **Additional Rent.** In addition to Base Rent, Tenant shall pay to Landlord as additional rent ("**Additional Rent**") any and all other amounts Tenant is, or assumes or agrees or becomes, obligated to pay under this Lease. Base Rent and Additional Rent are collectively referred to as "**Rent**".

5.3 **Rent Adjustments.** On each anniversary of the first day of the first full month following the Rent Commencement Date during the Term (each an "**Adjustment Date**") Base Rent shall be increased by multiplying (a) the Base Rent payable immediately before such Adjustment Date by (b) the sum of (i) 100% plus (ii) the Adjustment Percentage. Adjustments for any fractional calendar month shall be Prorated.

5.4 **No Waiver.** If Landlord accepts at any time(s) Rent after it becomes due and payable or accepts a lesser amount than the Rent due, such acceptance shall not excuse delay or full payment upon subsequent occasions, or constitute, or be construed as, a waiver of any or all of Landlord's rights hereunder.

6. **Expenses.**

6.1 **Payment.** On the first day of each month during the Term, Tenant shall pay Landlord at the Rent Address an amount equal to 1/12 of the Annual Amount estimated in the Annual Notice. On or before December 1st of each calendar year during the Term, Landlord shall deliver to Tenant a Notice of the estimated Annual Amount (the "**Amount Notice**") for the calendar year commencing on the immediately following January 1st (an "**Expense Year**"), which estimated Annual Amount may only be revised by Landlord from a maximum of once per year during an Expense Year as necessary with respect to Adjustable Expenses. Payments for any fractional calendar month or Expense Year shall be Prorated.

6.1.1 "**Annual Amount**" means Tenant's Share of Operating Expenses and Project Taxes that exceed the Operating Expenses and Project Taxes for the Base Year (collectively, "**Expenses**") for the applicable Expense Year.

6.1.2 "**Tenant's Share**" means a fraction, expressed as a percentage, the numerator of which is the then applicable Premises Power, and the denominator of which is the then applicable Building Load. Landlord shall confirm the then applicable Tenant's Share as of the date of each Amount Notice.

6.1.3 "Building Load" means the then aggregate amount of electrical power contracted by Landlord to all Occupants in the Building. As of the Lease Date, the Building Load is 9,900 kW.

6.2 Increases. Notwithstanding anything to the contrary in this Lease, so long as no Default is continuing, other than with respect to Included Interest, Project Taxes, Insurance Amounts and Utility Amounts (collectively, the "**Adjustable Expenses**"), each of which shall adjust to their respective then actual amounts, Expenses for an Expense Year shall not increase by more than the CPI Percentage.

(a) "**Insurance Amounts**" means amounts included in Operating Expenses for insurance coverage with respect to all or any part of the Project.

(b) "**Utility Amounts**" means amounts included in Operating Expenses not paid directly by Tenant as a Power Charge with respect to (i) utilities and (ii) other services or materials the cost of which is set or otherwise regulated by Governmental Authorities.

(c) "**CPI Percentage**" means the greater of (i) 3.00%, or (ii) a fraction, stated as a percentage, (A) the numerator of which shall be the Index for the month of October immediately preceding the applicable Expense Year, and (B) the denominator of which shall be (I) the Index for the month of October two calendar years prior to the applicable Expense Year, or if no prior Expense Year has occurred during the Term, three months before the Commencement Date, less (II) 1.00. "Index" means the "Consumer Price Index-All Urban Consumers - Los Angeles Metropolitan Area, All Items" compiled by the U.S. Department of Labor, Bureau of Labor Statistics, (1982-84 = 100). If a substantial change is made in the Index, the revised Index shall be used, subject to such adjustments as Landlord may reasonably deem appropriate in order to make the revised Index comparable to the prior Index. If the Bureau of Labor Statistics ceases to publish the Index, then the successor or most nearly comparable index, as reasonably determined by Landlord, shall be used, subject to such adjustments as Landlord may reasonably deem appropriate in order to make the new index comparable to the Index.

6.3 Operating Expenses. "**Operating Expenses**" means all costs and expenses of any kind or description incurred or accrued each calendar year by Landlord with respect to maintaining and operating the Project, excluding only the following (except where the actions of Tenant may to the extent be in issue, in which event such costs shall be reimbursable by Tenant outside of Operating Expenses in accordance with the terms of this Lease):

6.3.1 costs incurred in connection with the original construction of the Project;

6.3.2 depreciation, interest and principal payments on mortgages and other debt costs, specifically excluding Included Interest. "**Included Interest**" means (i) amortization over the applicable item's reasonable useful life, including imputed interest at the rate announced from time to time by the Los Angeles Main Office of Bank of America N.T. & S.A. as its 'Reference Rate' (referred to herein as the "**Prime Rate**"), of the cost of acquiring or the rental expense of maintenance and repair equipment used for the Project, or any portion thereof; and (ii) the cost of capital improvements, repairs or replacements or other costs incurred in connection with the Project that are (A) anticipated by Landlord to reduce current or

future Operating Expense, or (B) required under applicable Laws. **Included Interest shall be included as an Operating Expense.**

6.3.3 marketing costs, legal fees, space planners' fees, tenant improvement expenses, advertising and promotional expenses, and brokerage fees incurred in connection with the development, improvement, or leasing of the Project;

6.3.4 costs reimbursable to Landlord by Occupants of the Project or from insurance carriers;

6.3.5 bad debt and rental losses;

6.3.6 late charges, penalties, liquidated damages, interest and similar finance charges, except for Included Interest;

6.3.7 tax penalties;

6.3.8 costs associated with the operation of the business of the entity that constitutes Landlord (as the same are distinguished from the costs of operation of the Project) and costs incurred in connection with disputes between Landlord and its employees, between Landlord and Project management or between Landlord and other Occupants, including Tenant (except as otherwise provided in this Lease);

6.3.9 amounts paid with respect to ground leases for the Project;

6.3.10 amounts paid by Landlord to its affiliates for materials and/or services to the extent the same exceed the costs of such materials and/or services rendered at the Project by qualified, unaffiliated third parties on a competitive basis;

6.3.11 costs of acquiring objects of art (but the costs to repair, maintain and operate the same shall be included in Operating Expenses, but only if such art is required to be maintained as a building permit or development requirement);

6.3.12 wages and benefits of any employee who does not devote substantially all of his or her employed time to the Project except such wages and benefits as are equitably allocated to reflect time spent on operating and managing the Project;

6.3.13 costs to the extent arising from the gross negligence or willful misconduct of Landlord and Landlord's designated service providers, and costs incurred as a result of a violation by Landlord or an Occupant of applicable Laws or the terms of another lease in the Building;

6.3.14 costs arising from Landlord's charitable or political contributions;

6.3.15 electrical power costs for which an Occupant directly contracts;

6.3.16 costs for extra or after hours utilities or services provided to any Occupant for which the receiving party is separately charged;

6.3.17 costs to expand the Project after the Lease Date or to correct construction defects existing prior to the Lease Date; and

6.3.18 costs expressly excluded from Operating Expenses elsewhere in this Lease.

6.4 Taxes.

6.4.1 Landlord shall pay prior to delinquency, during the Term all taxes, levies, assessments and governmental charges (collectively, "Taxes") imposed by any federal, state, regional, municipal, local or other governmental authority or agency or quasi-public agency including business improvement districts (each a "Governmental Authority"): (a) imposed on or measured by or based, in whole or in part, on rent payable to Landlord under this Lease and/or from the rental by Landlord of the Project or any portion thereof, or (b) based on the square footage, assessed value or other measure or valuation of any kind of the Premises or the Project, or (c) assessed or imposed by or on the operation or maintenance of any portion of the Premises or the Project or on the use of any utility service, or (d) assessed or imposed by or resulting from applicable Laws, (e) imposed as a license or other fee on Landlord's business of leasing space in the Project, or (f) improved as part of a local or regional improvement, security or maintenance program (collectively, "Project Taxes"). Project Taxes shall also include all increases or adjustments in Taxes after the Lease Date due to changes in applicable Laws, or the interpretation thereof, pertaining to the Building and/or the Project or due to a change in ownership or new construction. Landlord shall have the right to contest the amount, validity, or application of any Taxes or liens securing Taxes, and the cost of contesting the same shall be included in Operating Expenses in the calendar year such expenses are incurred. If Landlord receives any refunds on Taxes paid, the amount of such refund (less the cost of obtaining such refund that was not previously included in Operating Expenses) shall be deducted from Operating Expenses in the calendar year such refund is actually received by Landlord. Taxes shall not include (i) transfer taxes on the sale of the Project; (ii) net income, excess profits, franchise, gift, capital stock, inheritance and succession, estate and federal or state income taxes imposed on Landlord unless such taxes are in substitution, as directed or determined by the applicable Governmental Authority, for any Taxes payable hereunder, or (iii) items paid by Tenant under Section 6.4.2. If any such Tax is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same as and when the taxing authority shall require.

6.4.2 Tenant shall pay, prior to delinquency, all Taxes levied or assessed against any personal property or trade fixtures placed by Tenant in the Premises, whether levied or assessed against Landlord or Tenant. If any Taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property, or if the assessed value of the Project is increased by a value attributable to improvements in or alterations made or requested by Tenant to the Premises, whether owned by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, higher than the base valuation on which Landlord from time-to-time allocates Taxes to Occupants, Landlord shall have the right, but not the obligation, to pay such Taxes. Landlord's determination of any excess assessed valuation shall be binding and conclusive, absent manifest error. The amount of any such payment by Landlord shall be payable by Tenant as Additional Rent immediately upon demand.

6.5 Reconciliation. Within 90 days after the end of each Expense Year (or such longer period as may be reasonably required), Landlord shall deliver to Tenant a statement (an "Annual Statement") showing: (a) the total Operating Expenses and Project Taxes for the Project and Tenant's Share of the actual Annual Amount for such Expense Year, and (b) the total of Tenant's payments in respect of the Annual Amount for such Expense Year. If Tenant's

Share of the actual Annual Amount for such year exceeds Tenant's payments for the Annual Amount during such year, the excess shall be due and payable by Tenant as Rent within 30 days after delivery of such Annual Statement. If Tenant's payments for such year's Annual Amount exceed Tenant's Share of the actual Annual Amount for such year, Landlord shall credit the excess to amounts next coming due from Tenant, except that (i) if Tenant is then in Default, Landlord shall first deduct from such credit all amounts due Landlord in connection with such Default, and (ii) after a Termination, Landlord shall pay such excess to Tenant within 60 days after such Termination, less all amounts then due to the Landlord by Tenant.

6.6 Remote Hands Services. Landlord will provide Tenant with remote hands services in accordance with Landlord's standard rules and procedures. The Remote Hands Service Fees set forth below are subject to increase by Landlord from time to time, in its sole and absolute discretion. Tenant may request scheduled or unscheduled remote hands support at any time via OSS or by emailing remotehands@coresite.com. All remote hands requests made with less than twenty-four (24) hours of notice will be considered emergency requests and shall be handled in the following manner: (i) requests made during normal business hours will be responded to within one hour of the request, and (ii) after hours/holiday requests will be responded to within two hours of the request.

Remote Hands Fees:

\$150.00 per man-hour during business hours (i.e., M-F 7:00 AM – 7:00 PM, excluding holidays), with billing in 15-minute increments and a minimum 15-minutes of billing

\$225.00 per man-hour during non-business hours with billing in 15-minute increments and a minimum 1 hour of billing.

6.7 Direct Services to Tenant. Except as expressly provided in this Lease, Landlord shall have no obligation to perform any work or provide any services to Tenant, any subtenants or assignees of Tenant or the Premises. If Landlord (a) elects, in its sole discretion, to perform any such additional work or provide any such additional services requested in writing by Tenant, or (b) performs any work or provides any services under this Lease solely for Tenant, any subtenants or assignees of Tenant or the Premises, at Tenant's written request, that Landlord is not obligated to perform at its sole cost, then Landlord shall have the right to charge Tenant for such work performed or services provided in the amount of the 110% of the Actual Cost thereof, and Tenant shall pay all such amounts not more than 10 days following written demand therefor.

7. Term.

7.1 Commencement. The "Term" of this Lease shall commence on the Commencement Date and shall include the Base Term and the Extension Term, in the event the Extension Term is exercised. Tenant shall execute and deliver within ten Business Days after Landlord's written request a commencement memorandum in the form of **Exhibit 7.1**; provided that Tenant's failure to execute and deliver such acknowledgment shall not affect Landlord's rights or Tenant's obligations hereunder.

7.2 Right to Extend Term.

7.2.1 Extension Rights. Tenant shall have one right (the "Extension Right") to extend the Term for not less than the entire Premises for five years (the "Extension Term") on the same terms and conditions as this Lease other than Base Rent by giving Landlord

Notice of Tenant's exercise of the Extension Right at least nine months prior to the expiration of the Base Term.

7.2.2 Extension Term Base Rent. Base Rent for the Extension Term shall be adjusted in accordance with Section 5.3 (i) on the first day of the Extension Term by the Adjustment Percentage, and (ii) on each Adjustment Date during the Extension Term by the Adjustment Percentage.

7.2.3 Rights Personal. The Extension Right is personal to Original Tenant and Affiliate Transferees and is not assignable without Landlord's consent, which may be granted or withheld in Landlord's sole discretion separate and apart from any consent by Landlord to a Transfer.

7.2.4 Exceptions. The Extension Right shall not be in effect and Tenant shall have no right to, and shall not, exercise any of the Extension Right (a) if Tenant has Transferred more than 50% of the Premises Area or the Premises Power, other than to an Affiliate Transferee; (b) during any period that Tenant is in Default; or (c) if Tenant has been in Default three or more times, whether or not the Defaults are cured, during the 12 month period immediately prior to the date that Tenant attempts to exercise the Extension Right.

7.2.5 No Additional Time to Exercise. The period of time within which any Extension Right may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise such Extension Right.

7.2.6 Termination. The Extension Right shall terminate and be of no further force or effect even after Tenant's due and timely exercise thereof, if, after such exercise but prior to the commencement date of the Extension Term, (a) Tenant fails timely to cure any breach or default by Tenant under this Lease that, with the giving of Notice or passage of time, or both, would constitute a Default (a "**Potential Default**"); or (b) Tenant has Defaulted three or more times during the period from the date of such exercise to the commencement of the Extension Term, whether or not such Defaults are cured.

8. Use.

8.1 Applicable Laws. The Premises shall be used solely for the Permitted Use in compliance with all laws, statutes, ordinances, regulations, codes, orders, judgments, permits, licenses, directives and requirements of Governmental Authorities and all covenants and restrictions (collectively "**Laws**") applicable to the Premises or the use and occupancy thereof.

8.2 Restrictions. Tenant shall, within five days' after Notice from Landlord, discontinue each use of the Premises that is declared by a Governmental Authority to be a violation of applicable Laws. Tenant shall not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, increase the insurance risk or cause the disallowance of any sprinkler or other credits. Tenant shall reimburse Landlord promptly upon demand for any additional premium charged under any insurance policy by reason of Tenant's failure to comply with the provisions of this Section or otherwise caused by Tenant's use and/or occupancy of the Premises.

8.3 Substitution of Other City Departments. City may, subject to Landlord's reasonable approval, from time to time, substitute any City departments or personnel as occupants of all or any part of the Premises; provided however, that such substitution shall be

for the Permitted Uses. No such substitution of occupancy shall be deemed a sublease or assignment of this Lease

8.4 Non-Interference With Other Occupants. Tenant shall use the Premises in a careful, safe and proper manner and shall not commit waste, overload the floor or structure of the Premises, subject the Premises to uses that would damage the Premises or unreasonably obstruct or interfere with the rights of other Occupants. Subject to Section 28.4, Landlord agrees to enforce the Rules and Regulations for all Occupants of the Project in a non-discriminatory manner.

8.5 Noise; Weight. Tenant shall cause all equipment and machinery to be installed in the Premises so as to reasonably prevent sounds or vibrations from the Premises from extending into Common Areas or other portions of the Project. Tenant shall not place any machinery or equipment weighing more than 150 pounds per square foot of floor load or 2,500 pounds per individual rack or cabinet in or upon the Premises or transport or move such items through the Common Areas or via the Project elevators without the prior written consent of Landlord, which shall not be unreasonably withheld.

8.6 Capacity Restrictions. Except as may be provided in this Lease, Tenant shall not, without the prior written consent of Landlord, use the Premises in any manner that will require ventilation, air exchange, heating, gas, steam, electricity or water beyond the existing capacity of the Project as allocated to the Premises for the Permitted Use as of the Commencement Date.

8.7 Legal Modifications.

8.7.1 Tenant, at its sole cost and expense and in accordance with Section 12, shall make all alterations or modifications to the Premises or the Project that are required by applicable Laws and arise out of or relate to the extent of Tenant's use or occupancy of the Premises. Tenant shall be responsible for all demands, claims, liabilities, losses, costs, expenses, actions, causes of action, damages or judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees, charges and disbursements and costs of suit) (collectively, "**Claims**") arising out of or in connection with applicable Laws to the extent related to Tenant's use and occupancy of the Premises and Project. Tenant indemnifies and shall defend, hold and save Landlord harmless from and against all Claims arising out of or in connection with the failure of the Premises to comply with applicable Laws or to the extent Tenant's use and occupancy thereof does not comply with applicable Laws.

8.7.2 Landlord shall cause the Common Areas to comply with applicable Laws; provided that the cost of such compliance to the extent arising out of or related to (a) a Default or Potential Default or (b) the specific activities of Tenant or a Tenant Party at the Premises (as opposed to a generic data center tenant) shall be at Tenant's sole cost and expense.

8.8 Access. Subject to the provisions of this Lease, Tenant shall have access to the Premises 24 hours per day, every day of the year during the Term.

9. Parking. Landlord shall make available to Tenant the Parking Allocation at no additional cost to Tenant, subject to Landlord's right to reconfigure and regulate and limit the use of the Parking Area. Landlord does not assume any responsibility for, and shall not be held liable for,

any damage or loss to any vehicles parked in the Parking Area or to any personal property located therein, or for any injury sustained by any person in or about the Parking Area, unless such damage, loss or injury is due to the gross negligence or willful misconduct of Landlord

10. Signage. All interior signs on or about doors to the Premises shall be inscribed, painted or affixed for Tenant by Landlord at Tenant's sole cost and expense, and shall be of a size, color and type acceptable to Landlord, provided that Tenant may use in connection with such signage the font and logo generally used in Tenant's public materials. Any signage within the Premises or Storage Room may be affixed by Tenant, at Tenant's sole cost and expense, provided that, no signage within the Premises is viewable on a regular basis by other Occupants of the Project. Tenant shall be responsible for any repairs to the walls caused by such internal signage, subject to the terms of this Lease.

11. Utilities, Services.

11.1 Building; Building Hours. "Building Hours" are 8:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 2:00 p.m. Saturday, except New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays on which banks and the United States Postal Service are closed in the City of Los Angeles. (collectively, "Holidays"). Notwithstanding the foregoing, Tenant shall have access to the Premises as provided in Section 8.8 above.

11.2 Elevators.

11.2.1 Landlord shall furnish to the Premises non-exclusive passenger elevator service and freight elevator service (collectively, "Elevator Service"). All costs and expenses of Elevator Service shall be Operating Expenses.

11.2.2 Passenger elevator service, freight elevator service and shipping and receiving areas will be available for Tenant's nonexclusive use and access 24 hours a day, every day of the year.

11.3 Electricity; Metering.

11.3.1 Tenant shall pay Landlord for the Actual Cost of Tenant's Actual Usage during such month (the "Power Charge"). "Actual Usage" means the actual number of kilowatt hours used by Tenant for, or attributable to Tenant's use of, the Premises as determined by Landlord's submetering system, including the actual power, as measured and determined by Landlord, drawn by (a) Tenant's equipment within the Premises, (b) all dedicated computer room air handler ("CRAH") units for the Premises, and (c) any shared equipment and infrastructure (including chilled water systems). Actual Usage charges are intended to reflect Landlord's Actual Costs, and Landlord will not utilize any form of power usage effectiveness ratios to determine such charges. If Landlord is unable to measure actual kilowatt hour usage for dedicated CRAH units or any shared equipment or infrastructure, Landlord shall determine the number of kilowatt hours attributable to such items by using other reasonable usage data measured by Landlord (as an example only, chilled water flow rate and chilled water temperature).

11.3.2 Landlord will invoice Tenant monthly, in advance, for the estimated Power Charge for the ensuing month as reasonably determined by Landlord, and such invoiced amounts shall be payable by Tenant within ten Business Days after delivery of such

invoice. The estimated monthly Power Charges shall be reconciled on a quarterly basis unless Landlord is delayed due to a delay in receiving the Actual Costs from the applicable utility provider. Any adjustments required as a result of such reconciliation shall be added to, or subtracted from, as applicable, the Power Charge for the month(s) following the date of such reconciliation.

11.4 Service Levels. Landlord shall provide, or cause to be provided to the Premises, the services and utilities set forth in the Service Level Agreement on **Exhibit 11.4** (the "SLA"). Landlord acknowledges that Tenant's business operations require the continuous provision of services of the types, in accordance with the standards, and in the amounts, specified in this Lease, including the SLA. Accordingly, Tenant may be entitled to certain abatement under the SLA in the event of certain Failures (as defined in the SLA). Notwithstanding anything to the contrary in this Lease, the remedies described in the SLA shall be Tenant's sole and exclusive remedies in connection with any Failures. Tenant shall not have any other Claims, rights or remedies, and Landlord shall not have any other liabilities, in connection with any Failure set forth in the SLA.

11.5 Separate Services. To the extent Tenant is directly charged by the provider for the same, Tenant shall pay directly to each provider, prior to delinquency, charges for all separately metered services furnished, or services provided directly and solely, to Tenant or the Premises. Tenant shall pay, on demand as Additional Rent, Landlord's Actual Cost for the use by Tenant of any additional or unusual services in the Premises made necessary by reason of (a) non-standard tenant improvements in the Premises, (b) the acts or omissions of Tenant or a Tenant Party, or (c) the manner in which Tenant's business is conducted. "Actual Cost" means the actual out-of-pocket cost, exclusive of any overhead or administrative markup, of the applicable item, task or service.

11.6 Security. Landlord shall provide security personnel 24 hours a day, every day of the year in the Building's ground floor lobby. The elevators servicing the Premises shall employ keycard controlled access systems. Tenant shall be permitted to install, as an Alteration, an access control system for the Premises so long as such system is in compliance with all applicable Laws, does not interfere with Building Systems or the Building's other security and access systems and Landlord's on-site property management staff and security personnel and all public fire/life-safety personnel have access to the Premises and may enter when reasonably necessary for the safety of the Premises. Landlord shall give at least 24 hours' notice prior to entering the Premises, except in the case of an Emergency (as defined in Section 13 below) or when provisioning services ordered by Tenant in which case, the Landlord shall provide notice to Tenant upon entry to the Premises.

12. Alterations and Tenant's Property.

12.1 Notice Alterations. All alterations, additions, or improvements affecting the structural portions of the Building, the Building Systems or visible from outside the Premises or the Building made by or on behalf of Tenant ("Notice Alterations") shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld so long as a Design Problem is not created. If Landlord approves a Notice Alteration, Tenant shall commence, perform and complete such work in accordance with the terms of this Lease and Landlord's construction rules and standards then applicable to the Building, including with respect to the use of freight, loading dock and service elevators, storage of materials, and coordination of work with Landlord Parties and contractors of other Occupants ("Construction Rules"). Any request for Landlord's consent to a Notice Alteration shall be in writing, delivered

not less than 15 Business Days in advance of any proposed construction, and accompanied by the proposed plans, specifications and such other information concerning the nature and cost of the Notice Alterations as may be reasonably requested by Landlord, including the identities and mailing addresses of all Persons selected to perform work or supply materials (collectively, an "**Alteration Request**"). Landlord shall deliver Notice of Landlord's approval or disapproval to an Alteration Request within 10 Business Days after receipt thereof. If Landlord fails timely to notify Tenant of such approval or disapproval, Landlord shall be deemed to have disapproved the Alteration Request. Landlord's right to review plans and specifications with respect to a Notice Alteration and to monitor construction thereof shall be solely for its own benefit, and Landlord shall have no duty to ensure that any plans, specifications or construction comply with applicable Laws. "**Design Problem**" means any item or matter that (a) does not comply with applicable Laws, (b) does not comply with Construction Rules, (c) affects the structural integrity of the Building, (d) adversely affects the Landlord Work, the Common Areas, the Base Building or any other Occupant space (whether or not currently occupied) in more than a *de minimus* fashion, (e) adversely impacts the ownership, operation or maintenance of the Building, (f) affects the exterior of the Building or is visible from outside the Building, or (g) does not comply with the terms of this Lease, each as determined by Landlord in its reasonable discretion. "**Base Building**" means (i) the Building shell; (ii) Building core areas; (iii) Building Systems; (iv) core lavatories; (v) public interior stairwells; (vi) elevators; (vii) ground floor lobby; (viii) exterior plazas and landscaping. "**Building Systems**" means all fire-life-safety, sprinkler, heating, ventilation, air conditioning, plumbing, water and electrical systems and delivery equipment serving the Building.

12.2 Notice-Only Alterations. Tenant shall have the right to construct, in the Premises, without Landlord's prior approval, alterations, additions, or improvements that do not affect the structural portions of the Building, the Building Systems or Landlord Work and are not visible from outside the Premises or the Building (a "**Notice-Only Alteration**", and together with Notice Alterations, "**Alterations**"), provided that Tenant delivers Notice to Landlord not less than 15 days in advance of such proposed construction, accompanied by all plans, specifications and other information concerning the nature and cost of such Notice-Only Alteration as may be reasonably requested by Landlord. Work done for the purpose of repairing or maintaining existing structures within the Premises shall not be considered alterations for purposes of this Section.

12.3 Compliance with Requirements. Tenant shall cause, at its sole cost and expense, all Alterations to comply with Construction Rules, the terms of this Lease, insurance requirements and applicable Laws and shall implement at its sole cost and expense all alterations and modifications inside or outside the Premises required by applicable Laws as a result of Alterations. Before Tenant begins any Alteration, Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Laws. Tenant shall reimburse Landlord for, and indemnify and hold Landlord harmless from, all Claims arising out of or in connection with Alterations, including work done by Tenant or its contractors, delays caused by such work or inadequate cleanup. Tenant shall be solely responsible for removal of construction material and debris arising out of Alterations and for the initial cleaning of the affected portions of the Premises and the Project during and after completion of Alterations.

12.4 Tenant's Additional Obligations.

12.4.1 In connection with all Alterations, (a) Landlord shall have the right, in its sole discretion, to require that Tenant obtain (or cause Tenant's contractor to obtain) a lien and completion bond or other form of security satisfactory to Landlord in an amount sufficient to

ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee; (b) Tenant shall reimburse Landlord within ten Business Days after demand therefor for all of Landlord's reasonable out-of-pocket costs, expenses and fees incurred by or on behalf of Landlord arising from, out of, or in connection with, reviewing, inspecting, monitoring and, if applicable, approving the Alterations; and (c) Tenant shall provide evidence of self-insurance (and cause each contractor and subcontractor to provide) certificates of insurance for workers' compensation and other coverages required by Landlord in amounts and from insurance companies satisfactory to Landlord protecting Landlord against liability for personal injury and property damage during construction.

12.4.2 Upon completion of Alterations work, Tenant shall deliver to Landlord (a) statements setting forth the names of all contractors, subcontractors and materialmen who performed the work or supplied materials therefor; (b) final lien waivers from all such contractors, subcontractors and materialmen; (c) a conformed copy of a Notice of Completion with respect to such work in compliance with applicable Law; (d) a copy of all warranties, guaranties, and operating manuals and information relating to the Alterations, if applicable; and (e) "as built" plans for such Alterations.

12.5 Removal and Restoration Obligations.

12.5.1 "Tenant's Property" means, collectively, (a) Alterations, and (b) furniture, fixtures and equipment and all other personal property of Tenant at the Premises. Tenant shall remove Tenant's Property immediately on a Termination.

12.5.2 At the time Landlord elects to approve an Alteration, or within ten Business Days after Landlord's receipt of Notice of a Notice-Only Alteration, Landlord shall have the right by delivery of Notice to Tenant to require that Tenant not remove such Alteration at any time during the Term or on a Termination.

12.5.3 Tenant shall (a) restore all damage caused by or arising out of removal of property, or moving out of the Premises, by or on behalf of Tenant, (b) cap off all utility connections behind the walls or under the floor of the Premises, and (c) repair any holes. If any restoration work extends beyond a Termination, Tenant shall pay Rent (at the rate in effect immediately prior to the Termination) from the date of the Termination through the date such work is completed for any portion of the Premises in which Landlord is unable market, lease or license to a third party.

12.6 Visible Items. Tenant shall not, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion: (a) attach awnings, exterior lights, decorations, balloons, flags, pennants, banners or other projection to any exterior wall of the Project or the Premises, (b) coat or otherwise sunscreen the interior or exterior of any windows, (c) paint, affix or exhibit in or on any part of the Premises or the Project any signs, notices, window or door lettering, illuminated signage, placards, decorations, or advertising media of any type that can be viewed from a public place on the exterior of the Premises or (d) install or use any window coverings other than Building standard window coverings.

12.7 Vendors. Tenant, at its sole cost and expense and with Landlord's prior written approval (not to be unreasonably withheld, conditioned or delayed), shall be permitted to contract with licensed vendors/contractors of its choosing to complete work for Tenant within the Premises otherwise permitted by and in accordance with this Lease. As a condition to Landlord's approval of vendors/contractors, each such party must agree in writing to follow all

of Landlord's rules, policies and procedures established for like services, including strict adherence to applicable Laws and insurance requirements.

13. Inspection and Access. Landlord and the Landlord Parties may enter the Premises at any reasonable time on not less than one Business Day's advance Notice for the purpose of (i) inspecting the Premises and for any other reasonable business purpose, (ii) making such repairs as may be required or permitted under this Lease (and Landlord shall have the right to use, at no cost to Landlord, electricity in the Premises reasonably required to complete such repairs), (iii) showing the Premises to prospective lenders, investors and purchasers, and (iv) during the last 12 months of the Term, to prospective tenants or for any other reasonable business purpose. Notwithstanding the foregoing, in the case of an event threatening immediate and material (a) danger to people or property, or (b) material interference with another Occupant's use of its space (each an "Emergency") Landlord may enter the Premises and no such advance Notice shall be required and entry may be at any time. Landlord shall notify Tenant of any such entry due to Emergency as soon as possible after such Emergency entry.

14. Landlord's Repairs.

14.1 Landlord shall operate and maintain (a) the Project outside of the Premises, (b) the Building Systems, (c) Landlord Work outside of the Premises, and (d) the structural, exterior, Parking Areas and other Common Areas of the Project in first class condition and repair in accordance with generally applicable standards at first class data center buildings in California reasonable wear and tear and uninsured losses and damages caused by Tenant or a Tenant Party excluded. Losses and damages outside of the Premises to the extent caused by Tenant or a Tenant Party shall be repaired by Landlord at Tenant's sole cost and expense. Landlord shall cause the Common Areas to comply with Laws, provided that Landlord shall have no obligations with respect to alterations or modifications to any area of the Project required by Laws as a result of the particular use or occupancy of the Project by an Occupant.

14.2 Prevailing Wages. Landlord understands that the improvements, repairs, or any other work requested specifically by and for Tenant and done by or caused to be performed by the Landlord in connection with the Premises, may be considered "public work" within the meaning of Section 1720.2 of California Labor Code, and therefore agrees, to the extent such work is determined to be a "public work," that all workers employed on the improvements, repairs, or other work shall be paid not less than the general prevailing rate of wages for work of a similar nature in the Los Angeles area.

15. Tenant's Repairs. Subject to Landlord's repair obligations specified in this Lease, Tenant, at its expense, shall repair, replace and maintain in good condition all portions of the Premises, other than the Building Systems, subject to ordinary wear and tear and insured damage by Casualty, including capital expenditures and repairs the benefit of which may extend beyond the Term (collectively, "**Tenant Repairs**"). If Tenant fails to make any required Tenant Repair, Landlord shall give Tenant Notice of such failure. If Tenant fails to commence cure of such failure within fifteen (15) Business Days after Landlord's Notice, and thereafter diligently prosecute such cure to completion, Landlord may perform such work and shall be reimbursed for the Actual Costs thereof by Tenant within twenty (20) Business Days after demand therefor; provided that if such failure by Tenant creates or could create an Emergency, Landlord shall have the right to immediately commence cure of such failure and shall thereafter be entitled to

recover the Actual Costs of such cure from Tenant. Tenant shall bear the full uninsured cost of any repair or replacement (a) to any part of the Project that results from the act or omission of Tenant or any Tenant Party, and (b) repair or replacement that benefits only the Premises.

16. Mechanic's Liens. Within 10 Business Days after Tenant receives Notice of the filing thereof, Tenant shall discharge, by bond or otherwise, any mechanic's lien filed against the Premises or against the Project for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, at Tenant's sole cost and Tenant shall keep the Premises and the Project free from any liens arising out of work performed, materials furnished or obligations incurred by, or alleged to have been performed or furnished to, Tenant. If Tenant fails to discharge any lien described herein, Landlord shall have the right, but not the obligation, to pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against the Project and the cost thereof shall be immediately due from Tenant as Additional Rent. If Tenant leases or finances the acquisition of equipment, furnishings, or other personal property of a removable nature, Tenant warrants that all Uniform Commercial Code Financing Statements will on their face or by exhibit reflect that such Financing Statements are applicable only to removable personal property of Tenant located in the Premises. In no event shall the address of the Project be shown on the statement without qualifying language as to applicability of the lien only to removable personal property located in an identified suite leased by Tenant.

17. Insurance.

17.1 Landlord's Obligations. Landlord shall maintain (a) all risk property and, if applicable, sprinkler damage insurance covering the full replacement cost of the Project, and (b) commercial general liability insurance or a program of self-insurance with a single loss limit of not less than \$3,000,000 for bodily injury or property damage with respect to the Project. Landlord may, but is not obligated to, maintain such additional insurance and coverages as it may deem necessary, including flood, environmental hazard and earthquake, loss or failure of building equipment, errors and omissions, rental loss and workers' compensation insurance and fidelity bonds. The Project may be included in a blanket policy (in which case the cost of such insurance allocable to the Project will be determined by Landlord based upon the insurer's cost calculations).

17.2 Tenant's Obligations. Tenant, at its sole cost and expense, shall maintain (a) all risk property insurance, covering the full replacement cost of all Tenant's Property; (b) workers' compensation insurance with no less than the minimum limits required by Laws; (c) employer's liability insurance with such limits as required by Laws; and (d) commercial general liability insurance with a minimum limit of not less than \$3,000,000 per occurrence for or bodily injury and not less than \$3,000,000 for property damage. All commercial general liability insurance policies maintained by Tenant shall (i) name Landlord and the Landlord Parties as additional insureds; (ii) insure on an occurrence and not a claims-made basis; (iii) be issued by insurance companies that have at least (A) a policyholder rating of A and (B) a financial category rating of at least Class X in "Best's Insurance Guide"; (iv) shall not be cancelable for nonpayment of premium unless 30 days prior Notice shall have been given to Landlord by the insurer; (v) contain (A) a hostile fire endorsement, when such endorsement is available on commercially reasonable terms, and (B) a contractual liability endorsement; and (vi) provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). Such policies or certificates thereof shall be delivered to Landlord by Tenant upon and as a condition to Delivery and upon each renewal of such insurance. Tenant's policy may be a "blanket policy" with an aggregate per location endorsement that specifically provides that the amount of insurance shall not be

prejudiced by other losses covered by the policy. Tenant shall, at least 15 Business Days prior to the expiration of each such policy, furnish Landlord with renewal certificates. In the event Tenant provides self-insurance in lieu of commercial insurance in accordance with the paragraph below, Tenant shall, at least 15 Business Days prior to the expiration of each such policy, furnish Landlord with a letter evidencing such self-insurance.

Notwithstanding anything to the contrary, at its sole option, Tenant may satisfy its obligations under the insurance requirements of this Section 17 by a combination of commercial insurance, formal risk pooling under California statutory provisions, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by Tenant's risk management staff. Tenant shall furnish Landlord a certificate or other written evidence of its election to provide all or part of its coverage under a risk pooling, risk retention, or self-insurance program or combination thereof. In the event that Tenant elects to satisfy any of its insurance requirements of this Section 17 (or any portion(s) thereof) by self-insuring, no requirement relating to the form of insurance policies shall be applicable to such self-insurance. Tenant represents and warrants that it has the financial capability to maintain for the Term of this Lease a program of self-insurance that will provide coverage for the potential losses referenced above.

17.3 Additional Insureds. In each instance where commercial insurance is obtained by Tenant, which requires Tenant to name Landlord as an additional insured, Tenant shall upon written request of Landlord also designate and furnish certificates evidencing Landlord as an additional insured to: (a) a lender holding a security interest in the Project or any portion thereof, and (b) each management company retained by Landlord to manage the Project.

17.4 Waivers of Subrogation. All property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers of all rights based upon an assignment from its insured, against Landlord or Tenant and their respective officers, directors, employees, managers, agents, invitees and contractors ("**Related Parties**"). Neither Landlord nor Tenant, nor its respective Related Parties, shall be liable to the other for loss or damage caused by any risk insured against or required to be insured against under property insurance required to be maintained hereunder, and each party waives any claims against the other party, and its respective Related Parties, for such loss or damage. The failure of a party to insure its property shall not void this waiver (this sentence, however, shall not apply to any deductibles under such policies). Landlord and its respective Related Parties shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses sustained by Tenant or any Person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or the Project from any cause whatsoever. If the foregoing waivers contravene any Laws with respect to exculpatory agreements, the liability of Landlord or Tenant shall be deemed not released but shall be secondary to the other's insurer.

17.5 Policy Limits. Landlord may require insurance policy limits to be raised from time to time with at least thirty (30) days' notice to the Tenant, but not more than once every 12 months so long as no Default is continuing, during the Term to conform with requirements of Landlord's lender and/or to bring coverage limits to levels then being generally required of new Occupants at the Project.

18. Casualty; Condemnation.

18.1 Casualty.

18.1.1 If during the Term the Project or the Premises are damaged in whole or in part by an insured casualty ("**Casualty**"), Landlord shall notify Tenant within 45 days after Landlord's discovery of such Casualty as to the amount of time Landlord reasonably estimates it will take to restore the Project or the Premises, as applicable (the "**Restoration Period**"). If the Restoration Period is estimated to exceed 12 months from the date the Casualty occurs (the "**Maximum Restoration Period**"), and the Casualty has rendered the Premises unfit for its intended purpose, Landlord may, in such Notice, elect to terminate this Lease as of the date that is 75 days after the date of discovery of such damage; provided that if Landlord does not elect to terminate this Lease, then notwithstanding Landlord's election to restore, Tenant may elect to terminate this Lease by Notice to Landlord delivered within thirty (30) days of receipt of a Notice from Landlord estimating that the Restoration Period for the Premises will be longer than the Maximum Restoration Period. Unless either party timely elects to terminate this Lease, Landlord shall, subject to receipt of sufficient insurance proceeds promptly restore the Premises (excluding the improvements installed by Tenant or by Landlord and paid for by Tenant), subject to delays arising from the collection of insurance proceeds or from Force Majeure.

18.1.2 Tenant shall be solely responsible, at its sole expense, for all repairs and restoration to the Premises due to Casualty not required to be performed by Landlord. Rent shall recommence once Landlord has (a) restored the Project and the Building Systems serving the Premises to a commercially reasonable condition, and (b) has obtained such occupancy permits as required to allow Tenant to conduct its business operations from the Premises.

18.1.3 Either Landlord or Tenant may, by giving the other party at least 90 days prior Notice, terminate this Lease prior to the commencement of any restoration activities by Landlord if the Premises are damaged during the last 18 months of the Term and Landlord reasonably estimates that it will take more than 120 days to repair such damage

18.1.4 This Section 18.1 constitutes an express agreement between Landlord and Tenant with respect to damage to all or any part of the Premises, or any other portion of the Project, and applicable Laws with respect to damage or destruction shall have no application to this Lease; this Lease sets forth the entire understanding and agreement of the parties with respect to such matters.

18.1.5 Termination. If either party elects to terminate this Lease as permitted by this Section 18, then this Lease shall end on the day specified in the cancellation notice. The Base Rent, Additional Rent, and other charges shall be payable up to the cancellation date and account for any abatement. Landlord shall refund to Tenant within twenty Business Days of the cancellation date any prepaid, unearned Base Rent and Additional Rent, accounting for any abatement, less any sum then owing by Tenant to Landlord.

18.2 Condemnation.

18.2.1 If all or any material part of the Premises or the Project is taken for any public or quasi-public use under Laws or by right of eminent domain, or by negotiated purchase in lieu thereof (a "**Taking**"), and the Taking would in Landlord's reasonable judgment either

prevent or materially interfere with Tenant's use of the Premises or materially interfere with or impair Landlord's ownership or operation of the Project, then Landlord shall have the right to terminate this Lease upon Notice to Tenant and Rent shall be Prorated as of such date. Landlord shall refund any unearned, unaccrued Base Rent and Additional Rent to Tenant within twenty Business Days of such termination.

18.2.2 If all or any material part of the Premises or Project is Taken and Tenant's use of the Premises is materially interfered with, as reasonably determined by Tenant, Tenant shall have the right to terminate this Lease as of the date of the Taking by delivering Notice to Landlord within twenty Business Days of such Taking. If Tenant elects to terminate this Lease, Rent shall be Prorated as of the date of the Taking.

18.2.3 If part of the Premises is Taken, and this Lease is not terminated pursuant to this Section 18.2, Landlord shall promptly restore the Premises and the Project as nearly as is commercially reasonable under the circumstances to the condition existing prior to such partial Taking. The Base Rent and Tenant's Share (for purposes of calculating the Annual Allocation) shall be reduced by the percentage reduction in the area of the Premises Taken.

18.2.4 In connection with any Taking, Landlord shall be entitled to receive the entire price or award from such Taking without any further payment to Tenant, and Tenant assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Property, if a separate award for such items is made to Tenant. Tenant waives any and all rights it might otherwise have outside of this Lease pursuant to any Laws to terminate this Lease upon a partial Taking of the Premises or the Project.

19. Tenant Default. Each of the following shall be a "Default" by Tenant under this Lease. Any Notice required to be given in connection with a Default shall be in lieu of and not in addition to any notice required under applicable Laws.

(a) Tenant fails to pay any amount of Rent when due and such failure continues for more than five business days after written notice thereof from Landlord to Tenant.

(b) Any insurance required to be maintained by Tenant under this Lease is canceled or terminated or expires or is reduced or materially changed, or Landlord receives a notice of nonrenewal of any such insurance and Tenant fails to obtain replacement insurance at least 20 days before the expiration of the current coverage, and any such situation continues for more than ten (10) days after Notice thereof from Landlord.

(c) Tenant abandons the Premises, as defined by California Civil Code Section 1951.3. Landlord's notice of abandonment shall be served not less than thirty (30) calendar days prior to the termination date set forth in that notice.

(d) Tenant Transfers or attempts to Transfer all or any portion of Tenant's interest in this Lease or the Premises except in accordance with Section 22.

(e) Tenant's interest in this Lease is attached, executed upon or otherwise judicially seized and such action is not released within 90 days of the action.

(f) Tenant fails to discharge or otherwise obtain the release of any lien placed upon the Premises in violation of this Lease within ten days after such lien is filed against the Premises, and any such failure continues for more than five business days after Notice thereof from Landlord.

(g) Tenant or any guarantor or surety of Tenant's obligations hereunder (i) makes a general assignment for the benefit of creditors; (ii) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "**Proceeding for Relief**"); (iii) become the subject of any Proceeding for Relief that is not dismissed within 90 days of its filing or entry; or (iv) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(h) Tenant fails to execute a document required from Tenant under this Lease within ten days after a second Notice requesting such document.

(i) Tenant fails timely to perform or comply with, as applicable, any provision of this Lease other than those specifically referred to in Sections 19(a) through (h), and, except as otherwise expressly provided herein, such failure continues for 30 days after Notice thereof from Landlord to Tenant; provided that if the nature of Tenant's default is such that it cannot be cured by the payment of money and reasonably requires more than 30 days to cure, then no Default shall have occurred so long as Tenant commences such cure within such 30-day period and thereafter diligently prosecutes the same to completion on or before the 90th day after the date of Landlord's Notice.

20. Landlord's Remedies.

20.1 Payment By Landlord; Default Rate. Following a Default, Landlord shall have the right, without waiving or releasing any obligation of Tenant under this Lease, to make such payment or perform such act that is the subject of the Default. All sums so paid or incurred by Landlord, together with interest thereon from the date such sums were paid or incurred at the annual rate equal to the lesser of (a) 10% per annum, or (b) the highest rate permitted by Laws (the "**Default Rate**"), shall be payable to Landlord on demand as Additional Rent. Notwithstanding the foregoing, the making of such payment by Landlord or the doing of such act by Landlord shall not operate to cure such Default or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

20.2 Late Payment Amounts. Late payment by Tenant to Landlord of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult and impracticable to ascertain, including processing and accounting charges and late charges that may be imposed on Landlord under Mortgages covering the Premises. Therefore, if any amount of Rent is not received when due, Tenant shall pay to Landlord an additional sum equal to 6% of the overdue Rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. In addition to the late charge, Rent not paid when due shall bear interest at the Default Rate from the date due until paid.

20.3 Remedies. Following a Default, Landlord, at its option and without further notice or demand to Tenant, shall have in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one or more of the following, each and all of which shall be cumulative and nonexclusive:

20.3.1 Terminate this Lease, or at Landlord's option, Tenant's right to possession only, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy that it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other Person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor;

20.3.2 On a Termination following a Default, Landlord may recover from Tenant the following:

- (a) The worth at the time of award of any unpaid rent that has been earned at the time of such termination; plus
- (b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (d) Any other amount necessary to compensate Landlord for all the actual detriment proximately caused by Tenant's failure to perform its obligations under this Lease, specifically including brokerage commissions and advertising expenses incurred, expenses incurred in remodeling the Premises or any portion thereof for a new Occupant, whether for the same or a different use, and any special concessions actually made to obtain a new Occupant; and
- (e) At Landlord's election, such other reasonable amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable Laws.

20.3.3 The term "rent" as used in this Section 20.3 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Sections 20.3.2(a) and 20.3.2(b), the

"worth at the time of award" shall be computed by allowing interest at the Default Rate. As used in Section 20.3.2(c), the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

20.3.4 Continue this Lease in effect after a Default and recover rent as it becomes due (Landlord and Tenant agreeing that Tenant has the right to sublet or assign hereunder, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease following a Default, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies hereunder, including the right to recover all Rent as it becomes due.

20.3.5 Whether or not Landlord elects to terminate this Lease following a Default, Landlord shall have the right, in Landlord's sole discretion, to (a) terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises, or (b) succeed to Tenant's interest in such subleases, licenses, concessions or arrangements for so long as a Default is continuing. Tenant shall, as of the date of Landlord's Notice of election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, have no further right to or interest in the rent or other consideration receivable thereunder until Tenant cures the Default.

20.4 **Effect of Exercise.** Exercise by Landlord of any remedies hereunder or otherwise available shall not be or be deemed to be an acceptance of surrender of the Premises and/or a Termination except to the extent Landlord has specifically elected to terminate this Lease. Termination can be effected only by the express written agreement of Landlord. Receipt by Landlord of Rent or other payment shall not be deemed a waiver of any Default or Potential Default, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless in writing and signed by Landlord. To the greatest extent permitted by Laws, Tenant waives (a) service of notice of Landlord's intention to re-enter, re-take or otherwise obtain possession of the Premises, or to institute legal proceedings to that end, and (b) all rights of redemption if Tenant shall be dispossessed by a judgment or by warrant of any court or judge. So long as Landlord is acting in good faith consistent with it commercially reasonable business practices, (i) any reletting of the Premises or any portion thereof shall be on such terms and conditions as Landlord in its commercially reasonable discretion may determine, and (ii) Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

21. Tenant's Remedies/Limitation of Liability.

21.1 **Landlord Default.** Landlord shall not be in default hereunder unless Landlord fails to perform its obligations, covenants, provisions, or conditions contained herein within 30 days after Notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary so long as Landlord commences to cure within such 30 day period and thereafter diligently prosecutes such cure to completion). Upon a default by Landlord, Tenant shall (a) give notice by registered or certified mail to any Holder of a Mortgage and to any landlord of any property lease in or on which the Premises are located, and (b) offer such Holder and/or landlord 30 days to cure the default; provided that Landlord shall have furnished to Tenant in writing the names and addresses of all such Persons who are

to receive such notices. All obligations of Landlord hereunder shall be construed as covenants, not conditions.

21.2 Tenant Remedies. In the event of a Landlord default, then Tenant shall have, at its option, to exercise any of the following rights:

21.2.1 Terminate Lease. To terminate this Lease if default continues for sixty (60) calendar days after Notice of Landlord's default is given to Landlord (unless the cure period for such failure may be extended as set forth in Section 21.1) and to the Holders of any mortgage and/or landlord on the property on which the Premises are located (the existence of which have been given to Tenant by notice). Tenant's termination of this Lease under this Section 21.2.1 shall be effective upon Landlord's receipt of separate Notice from Tenant terminating this Lease.

21.2.2 Other Remedies. Pursue any other remedy now or hereafter available to Tenant under the laws or judicial decision of the State of California. Tenant's rights shall include, but not be limited to, those rights provided in the California Civil Code.

21.3 Tenant's Cumulative Rights; No Waiver of Default. Except where otherwise provided in this Lease, all rights, options and remedies of Tenant shall be cumulative, and no one exclusive of the others. Except where otherwise provided or restricted in this Lease, Tenant shall have the right to pursue any or all such remedies or any other remedy or relief provided by law or in equity, whether or not stated herein. No waiver of any default by Landlord hereunder shall be implied from a payment by Tenant of Rent or other amount due hereunder, or from an omission by Tenant to take action on such default if it persists or is repeated. Further, no express Tenant waiver shall affect any Landlord default other than as specified in that waiver.

21.4 Limitation on Landlord's Liability. The obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises. Upon the transfer by an owner of its interest in the Premises, such owner shall be released and discharged from all obligations of "Landlord" under this Lease thereafter accruing, and all such obligations shall then be binding upon the new owner for the duration of such owner's ownership.

22. Assignment and Subletting.

22.1 General Prohibition; Affiliate Transfer.

22.1.1 Without Landlord's prior written consent, Tenant shall not, directly or indirectly, voluntarily or by operation of law, assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate Tenant's leasehold interest or grant any concession or license within the Premises (each a "Transfer"), and any attempted Transfer without Landlord's prior written consent shall be void and of no effect.

22.1.2 Notwithstanding anything to the contrary herein, if (a) as of each of the date of Notice of and the effective date of a Transfer of 100% of Tenant's right, title and interest in and to the Premises and this Lease (a "Total Transfer") to a Person Controlling, Controlled by or under common Control with Tenant (each an "Affiliate"), then (b) such Total Transfer shall require only 30 days prior Notice to, but not the consent of, Landlord. Transferees qualifying under this Section 22.1.2 are referred to in this Lease as "Affiliate Transferees".

"Control," "controlling" or "controlled by" means the possession, directly or indirectly, of the power to (i) vote 30% or more of the interests having ordinary voting power for the election of directors (or other comparable controlling parties or body) of such Person; or (ii) direct or cause the direction of the actions, management or policies of such Person.

22.2 Discretionary Transfers.

22.2.1 If Tenant desires to Transfer this Lease or the Premises, then at least 15 Business Days, but not more than 45 Business Days, before the date Tenant desires the Transfer to be effective (the "**Transfer Date**"), Tenant shall give Landlord a Notice (the "**Transfer Notice**") containing (a) details about the proposed transferee, including, as applicable, (i) the proposed use of the Premises following the Transfer, (ii) the rentable square feet of the Premises contemplated to be subject to the Transfer (the "**Transfer Space**"), (iii) all contemplated common corridor and/or demising wall work, and (iv) the Transfer Date, (v) any relationship between Tenant and the proposed transferee; (b) all material terms and conditions of such Transfer; (c) copies of the proposed Transfer documents in their final form; and (d) such other information as Landlord may deem necessary or appropriate to its evaluation of the Transfer.

22.2.2 Landlord shall approve or disapprove of the proposed Transfer within 20 days after Landlord's receipt of all information required from Tenant. If Landlord fails timely to notify Tenant of such approval or disapproval, Landlord shall be deemed to have disapproved the Transfer. Landlord may grant or withhold its approval to a proposed Transfer in Landlord's commercially reasonable discretion, provided that it is deemed reasonable for Landlord to withhold its approval with respect to Transfers that involve (a) any Landlord Competitor, (b) a then current Occupant or affiliate, subtenant or sublicensee of an Occupant; (c) a material change in use of the Premises; or (d) an increase in utilities or services above the amounts furnished to Tenant as of the Commencement Date.

22.3 Additional Conditions. As a condition to any Transfer, whether or not Landlord's consent is required, Landlord shall have the right to require that (a) the transferee agree in writing that if Landlord gives such transferee notice that Tenant is in Default, the transferee shall thereafter make all payments otherwise due to Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under the Lease, and (b) the transferee agree to attorn to Landlord or its successors and assigns should a Termination occur; provided that in no event shall Landlord or its successors or assigns be obligated to accept such attornment.

22.4 No Release of Tenant. Notwithstanding any Transfer, Tenant and any guarantor or surety of Tenant's obligations under this Lease shall at all times remain fully and primarily responsible and liable for the payment of Rent and for compliance with all of Tenant's other obligations under this Lease.

22.5 Sharing of Excess Rents. In connection with an approved Transfer, Tenant shall pay to Landlord 50% of the sum of (a) all consideration payable by the transferee to Tenant in connection with such Transfer in excess of the Rent payable by Tenant under this Lease during the term of such Transfer, equitably pro rated on a per rentable square foot basis if less than all of the Premises is the subject of such Transfer; less (b) the reasonable out of pocket expenses actually incurred by Tenant solely in connection with such Transfer for (i) tenant improvements to the portion of the Premises subject to such Transfer including necessary demising wall(s), electrical re-wiring and duct relocation, (ii) customary brokerage

commissions, (iii) free base rent, tenant improvement allowances or similar and customary economic concessions, and (iv) reasonable attorneys' fees incurred by Tenant.

22.6 No Waiver. Landlord's consent to a Transfer shall not relieve Tenant or any transferee from obtaining Landlord's consent to any further Transfer, nor shall it release Tenant from full and primary liability under this Lease. The acceptance of Rent, or the acceptance of performance of any other term, covenant, or condition hereof, from any Person other than Tenant shall not be, or be deemed to be, a waiver of any of the provisions of this Lease or a consent to any Transfer.

23. Estoppel Certificate. Within 15 Business Days after Notice from Landlord, Tenant shall execute and deliver a certificate substantially in the form of **Exhibit 23** with the blanks filled in certifying (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect); (b) the dates to which Rent has been paid; (c) that there are no uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (d) such further factual information with respect to the status of this Lease or the Premises as may reasonably be requested thereon. Any such certificate may be relied upon by a prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant's failure timely to deliver such a certificate shall constitute a Default, and shall be conclusive upon Tenant that the Lease is in full force and effect and without modification except as may be represented by Landlord in the certificate as prepared by Landlord and delivered to Tenant for execution.

24. Indemnification. Tenant indemnifies and shall defend and hold Landlord and the Landlord Parties harmless from and against all Claims for injury or death to persons or damage to property occurring within or about the Project, arising directly or indirectly out of (a) the use or occupancy of the Premises, (b) the use of the Storage License, or (c) a Default or Potential Default by Tenant, except to the extent caused by the willful misconduct or sole negligence of Landlord and Landlord Parties. Landlord shall not be liable to Tenant for, and Tenant assumes all risk of damage to or destruction of, all property of Tenant located within the Premises, including loss of records. Tenant waives any and all Claims against Landlord and the Landlord Parties for injury to Tenant's business or loss of income relating to any such damage or destruction of Tenant's property, including any loss of records. Landlord shall not be liable for any Claims arising from any act, omission or neglect of any other Occupant or of any other third party.

25. Subordination. This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of all deeds of trust, mortgages, security instruments and financing statements and all other encumbrances now existing or hereafter created on or against the Project or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof (each a "**Mortgage**"), without the necessity of any further instrument, act or consent on the part of Tenant; provided that so long as no Default is continuing, Tenant's right to possession of the Premises shall not be disturbed by the Holder of a Mortgage. At the election of a Holder, Tenant shall attorn to such Holder and shall execute, acknowledge and deliver a subordination and attornment agreement substantially in the form of **Exhibit 25**, or such other instruments confirming such subordination and attornment reasonably requested by such Holder, provided that such instruments shall contain appropriate non-disturbance provisions assuring Tenant's quiet enjoyment of the Premises. "**Holder**" means the beneficiary under a deed of trust,

mortgagee under a mortgage, secured party under a security instrument or financing statement or other party holding the lien of, and in whose favor the obligations run under, a Mortgage.

26. Environmental Requirements.

26.1 Prohibition/Compliance. Except for Hazardous Materials contained in products customarily used by Occupants in *de minimis* quantities for (a) the Permitted Use, and (b) ordinary cleaning, maintenance and office purposes, Tenant shall not, and shall not permit or cause any Person to, bring Hazardous Materials upon the Premises or the Project or use, store, handle, treat, generate, manufacture, transport, release or dispose of Hazardous Materials in, on or from the Premises or the Project without Landlord's prior written consent that may be withheld in Landlord's sole discretion. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remove or remediate in a manner reasonably satisfactory to Landlord all Hazardous Materials released on or from the Project by Tenant or any Tenant Party. "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any Governmental Authority regulating or relating to the environment or the health, safety or environmental conditions on, under, or about the Premises or the Project. "**Hazardous Materials**" means asbestos, petroleum (including crude oil or any fraction thereof), natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and synthetic gas) and any substance, material, waste, mold, pollutant, or contaminant listed or defined as hazardous or toxic, or regulated by reason of its impact or potential impact on humans, animals and/or the environment under any Environmental Requirements. As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant or any Tenant Party, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

26.2 Environmental Indemnity. Tenant indemnifies and shall defend and hold Landlord and the Landlord Parties harmless from any and all (a) Claims (including remedial or enforcement actions, administrative or judicial proceedings, and orders or judgments arising out of or resulting from any of the foregoing); (b) damages (including damages based upon diminution in value of the Premises or the Project or the loss of, or restriction on, use of the Premises or any portion of the Project); (c) expenses (including reasonable attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions); (d) fines, forfeitures or other civil, administrative or criminal penalties; (e) injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources); (f) costs incurred in connection with investigation of site conditions or cleanup, remedial, removal, or restoration work required by Government Authorities; or (g) liabilities or losses (collectively, "**Environmental Claims**") that arise during or after the Term as a result of (i) contamination in, on or from the Premises during the Term, unless such contamination is introduced or generated by Landlord, Landlord Parties or other tenants, or such contamination was in existence prior to the commencement of the Tenant Work, and (ii) contamination in, on or about the Project caused by Tenant or any Tenant Party. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises, the Project or any adjacent property caused or permitted by Tenant or any Tenant Party results in contamination of the Premises, the Project or any adjacent property, Tenant shall promptly take all actions at its sole cost and expense and in accordance with applicable Laws as are necessary to return the Premises, the Project or any adjacent property to the condition existing prior to the time of such

contamination, provided that Landlord's approval of such action shall first be obtained, which approval shall not unreasonably be withheld so long as such actions would not potentially have an adverse effect on the Premises or the Project or the use or occupancy thereof.

26.3 Landlord's Tests. Landlord shall have access to, and the right to perform inspections and tests of, the Premises pursuant to Section 13 to determine Tenant's compliance with Environmental Requirements, Tenant's performance of its obligations under this Section 26, or the environmental condition of the Premises or the Project. In connection with such testing, Tenant shall deliver to Landlord or its consultant such non-proprietary information concerning the use of Hazardous Materials in or about the Premises by Tenant or any Tenant Party as may be requested by Landlord. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement or Tenant's obligations under this Section 26, in which case Tenant shall reimburse Landlord for the Actual Costs of such inspection and tests on demand as Additional Rent. Tenant shall promptly take all actions at its sole cost and expense and in accordance with applicable Laws as are necessary to satisfactorily remediate any environmental conditions identified by such testing; provided that Landlord's approval of such action shall first be obtained, which approval shall not unreasonably be withheld so long as such actions would not have an adverse effect on the Premises or the Project or the use or occupancy thereof. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord may have against Tenant.

26.4 Tenant's Obligations. Tenant's obligations under this Section 26 shall survive a Termination. During any period after a Termination required by Tenant or Landlord to complete the removal from the Premises of any Hazardous Materials as a result of (a) contamination in on or about the Premises or any portion thereof during the Term, except to the extent introduced or generated solely by Landlord, Landlord Parties or other tenant or in existence prior to commencement of the Tenant Work, or (b) contamination in, on or about the Project caused by Tenant or any Tenant Party that prevents Landlord from reletting or otherwise using the Premises, Tenant shall continue to pay the full Rent for any portion of the Premises not relet by Landlord, which Rent shall be prorated daily.

27. Limitation on Liability.

27.1 LIMITATION ON LANDLORD'S LIABILITY. NOTWITHSTANDING ANYTHING HEREIN OR IN ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT TO THE CONTRARY: (A) LANDLORD SHALL NOT BE LIABLE TO TENANT OR ANY OTHER PERSON CLAIMING BY, THROUGH OR UNDER TENANT (AND TENANT ASSUMES ALL RELATED RISKS) FOR LOSS, DAMAGE OR INJURY, WHETHER ACTUAL OR CONSEQUENTIAL, TO: TENANT'S PERSONAL PROPERTY, INCLUDING TRADE FIXTURES, EQUIPMENT, INVENTORY, AND/OR BUSINESS, ACCOUNTING AND OTHER RECORDS, KEPT AT THE PREMISES OR THE PROJECT AND ANY AND ALL INCOME DERIVED OR DERIVABLE THEREFROM EXCEPT TO THE EXTENT RESULTING FROM LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (B) THERE SHALL BE NO PERSONAL RECOURSE TO LANDLORD FOR ANY ACT OR OCCURRENCE IN, ON OR ABOUT THE PREMISES OR THE PROJECT OR ARISING IN ANY WAY UNDER THIS LEASE OR ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ANY LIABILITY OF LANDLORD HEREUNDER SHALL BE STRICTLY LIMITED TO LANDLORD'S INTEREST IN THE PROJECT OR ANY PROCEEDS FROM SALE OR CONDEMNATION THEREOF AND ANY INSURANCE PROCEEDS PAYABLE IN RESPECT OF LANDLORD'S INTEREST IN THE

PROJECT OR IN CONNECTION WITH ANY SUCH LOSS; AND (C) IN NO EVENT SHALL ANY PERSONAL LIABILITY BE ASSERTED AGAINST LANDLORD IN CONNECTION WITH THIS LEASE NOR SHALL ANY RECOURSE BE HAD TO ANY OTHER PROPERTY OR ASSETS OF LANDLORD OR ANY OF LANDLORD PARTIES. NONE OF LANDLORD NOR ANY LANDLORD PARTIES SHALL AT ANY TIME BE LIABLE FOR LOSS OR INJURY TO TENANT'S BUSINESS OR FOR ANY LOSS OF INCOME OR PROFIT THEREFROM.

27.2 Limitation on Liability. Except as may be specifically provided otherwise in this Lease, at no time and under no circumstances shall either party be responsible or liable to the other for any lost profits, lost economic opportunities or any other form of consequential or punitive damages (collectively, "**Consequential Damages**") as the result of any actual or alleged breach by either party of its obligations under this Lease provided that this provision shall not limit or otherwise affect (a) Landlord's or Tenant's liability with respect to claims of gross negligence, fraud or willful misconduct; or (b) Tenant's liability for Consequential Damages resulting from a holdover of the Premises by Tenant after a Termination.

28. Intentionally Deleted.

29. Miscellaneous.

29.1 Notices. All notices, consents, approvals, requests, invoices or statements provided for or permitted to be given under this Agreement ("**Notices**") shall (a) be in writing unless oral notice is specifically permitted, and (b) be delivered to the addresses for the applicable party in the Basic Lease Information, or such replacement or additional address as such party designates from time to time on not less than 30 days prior Notice. Notices shall be (i) sent by certified U.S. Mail with return receipt requested; (ii) delivered via FedEx or other nationally recognized overnight courier, signature required; or (iii) personally delivered and signed for (including delivery by private courier services, signature required). All delivery charges must be satisfied by the sending party. Notices shall be deemed duly given when received or delivery is refused; provided that if the day of receipt or refusal is not a Business Day, such Notice shall be deemed duly given as of the next succeeding Business Day.

29.2 Quiet Enjoyment. So long as no Default is continuing, Tenant shall, subject to the terms of this Lease, at all times during the Term, have peaceful and quiet enjoyment of the Premises against any Person claiming by, through or under Landlord.

29.3 Prorations. All prorations required or permitted to be made hereunder shall be made on the basis of a 365-day year and if for a calendar month, then based upon the actual number of days in such month ("**Prorated**" or "**Prorations**").

29.4 Rules and Regulations. Tenant shall comply with all reasonable rules and regulations applicable to the majority of Occupants of the Project at any time or from time to time established by Landlord covering use of the Premises and the Project ("**Rules and Regulations**"). The Rules and Regulations in effect as of the date hereof are attached as **Exhibit 29.4**. In the event of a conflict between the Rules and Regulations and this Lease, the provisions of this Lease shall control.

29.5 Force Majeure. Other than in connection with the obligation to pay money, no party shall be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, weather, natural disasters, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental

regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of such party ("**Force Majeure**"). Force Majeure shall not include any event or cause that can be avoided or minimized by the payment of commercially reasonable amounts.

29.6 Brokers

29.6.1 Landlord represents and warrants that it has not dealt with any broker, agent or other Person (collectively, "**Broker**") in connection with this Lease and that no Broker brought about this Lease on behalf of Landlord. Landlord indemnifies and agrees to hold Tenant harmless from and against any Claims by any Broker claiming a commission or other form of compensation by virtue of having dealt with Landlord with regard to this lease transaction.

29.6.2 Tenant represents and warrants that it has not dealt with any Broker in connection with this Lease and that no Broker brought about this Lease on behalf of Tenant. Except with respect to Tenant's Broker, Tenant indemnifies and agrees to hold Landlord harmless from and against any Claims by any Broker claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this lease transaction.

29.7 Entire Agreement, Amendment. This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. This Lease contains all agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding, oral or written, express or implied, pertaining to such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by agreement in writing signed by parties hereto or their respective successors in interest. The parties acknowledge that all prior agreements, representations, inducements, promises, agreements, understandings and negotiations are deemed superseded by the execution of this Lease to the extent they are not incorporated herein.

29.8 Recordation. Neither this Lease nor a memorandum of lease shall be filed by or on behalf of Tenant in any public record, except to the extent required by laws applicable to the City of Los Angeles as Tenant.

29.9 Interpretation. Landlord and Tenant have jointly prepared this Lease, each with access to counsel, and (a) none of the provisions hereof shall be construed against one party on the ground that such party is the author of this Lease or any part hereof; and (b) the usual rule of contract construction that resolves ambiguities against the drafter shall not apply. All defined terms have the meanings given them for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined. Any agreement, instrument or Law defined or referred to herein (i) means such agreement or instrument or Law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Law) by succession of comparable successor Laws; and (ii) includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein. The word "or" is deemed to mean "and/or." Any term defined in this Agreement by reference to any other agreement or instrument has such meaning whether or not such agreement or instrument is in effect. Regardless of the referenced gender, pronouns used in this Lease shall include Persons of every kind and character. References to "\$" or to "dollars" shall mean the lawful currency of

the United States of America. The words "including" and "includes" and terms of similar import shall be deemed to mean "including, without limitation". "Business Days" means all days other than Saturdays, Sundays and Holidays. "Person" means a natural person or a legal entity. References to a Person are also to its successors and permitted assigns.

29.10 Not Binding Until Executed. The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

29.11 Limitations on Interest. If applicable Laws are ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts previously collected by Landlord be credited to the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable Laws and to permit the recovery of the fullest amount otherwise called for hereunder.

29.12 Choice of Law. Construction and interpretation of this Lease shall be governed by the internal laws of the state in which the Premises are located, excluding any principles of conflicts of laws.

29.13 Tenant Delay Exclusion. Notwithstanding any other provision of this Lease, no activity of City in the inspection, issuance of permits, and other enforcement or regulatory functions of City pursuant to federal, state, or local law shall be considered as an activity of Tenant for purposes of determining the existence or duration of any delay by City as Tenant hereunder.

29.14 Intentionally Deleted

29.15 Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future Laws, then the remainder of this Lease shall not be affected thereby. In lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be added, as a part of this Lease, a clause or provision as similar in effect to such illegal, invalid or unenforceable clause or provision as shall be legal, valid and enforceable.

29.16 Time. Time is of the essence under this Lease.

29.17 Incorporation by Reference. All exhibits, schedules and addenda attached to this Lease are incorporated into this Lease and made a part hereof. If there is any conflict between such exhibits, schedules or addenda and the terms of this Lease, the terms of this Lease shall control.

29.18 No Third Party Beneficiaries. The provisions of this Lease shall not impart any legal or equitable right, remedy or claim enforceable by any Person other than the parties that are signatories to this Lease and their successors and permitted assigns.

29.19 No Waiver. Failure or forbearance by either party to exercise any of its rights or remedies under this Lease shall not constitute a waiver of such rights or remedies in that or any other instance. Neither party shall be deemed to have waived any right or remedy unless it has made such waiver specifically in writing.

29.20 Counterparts; Imaged Documents. This Lease may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute only one legal instrument. It shall not be necessary in making proof of this Lease to produce or account for more than one counterpart. This Lease may be imaged and stored electronically and (a) such imaged Lease may be introduced as evidence in any proceeding as if it was an original, and (b) no party shall contest the admissibility of such imaged document as evidence in any proceeding.

30. City Ordinance Mandated Provisions

30.1 Child Support Assignment Orders. This Lease is subject to Section 10.10, Article 1, Chapter 1, Division 10 of Los Angeles Administrative Code related to Child Support Assignment Orders. Pursuant to this Section, Landlord (and any its subcontractors providing services to City hereunder) shall: (a) fully comply with all State and Federal employment reporting requirements for Landlord's or its subcontractor's employees applicable to Child Support Assignment Orders; (b) certify that the principal owner(s) of Landlord and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (c) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (d) maintain such compliance throughout the Term. Pursuant to Section 10.10.b of Los Angeles Administrative Code, failure of Landlord or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Landlord or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Lease subjecting it to termination where such failure continues for more than ninety (90) days after notice of such failure to Landlord by City (in lieu of any time for cure provided in Section 21.1). Tenant's termination of this Lease under this Section 30.1 shall be effective upon Landlord's receipt of separate Notice from Tenant terminating this Lease.

30.2 Living Wage Ordinance. The Department Of General Services made an initial determination that this contract is not covered by Living Wage Ordinance ("LWO" at Section 10.37, et seq, of the Los Angeles Administrative Code) as this contract is a "lease where City is the tenant". Determinations as to whether this contract is covered by LWO are not final, but subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. City shall notify Landlord in writing about any redetermination by City of coverage or exemption status. Notwithstanding any other provision herein to the contrary, in the event it is determined that this Lease is covered by LWO, Landlord shall be allowed to pass-through as Additional Rent any actual and necessary differential increase in costs related to wages and salaries paid as the result of compliance with LWO. In addition, if this Lease is covered by LWO, violation of this law shall constitute a material breach of this Lease and City shall be entitled to pursue legal remedies available under this Lease, including the option to terminate pursuant to Section 21.2.1. Whether or not subject to LWO, Landlord shall not retaliate against any employee claiming non-compliance with the LWO, and, in addition, pursuant to Section 10.37.6(c) of LWO, Landlord agrees to comply with federal law prohibiting retaliation for union organizing.

30.3 Non-Discrimination in Employment.

30.3.1 General Provision. Landlord agrees and obligates itself in performing this Lease not to discriminate against any employee or applicant for employment because of his/her race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition.

30.3.2 Equal Employment Practices. This Lease is a contract with or on behalf of City for which the consideration is \$1000.00 or more. Accordingly, during the performance of this Lease, Landlord further agrees to comply with Section 10.8.3 of Los Angeles Administrative Code ("Equal Employment Practices"). By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Code, Landlord's failure to comply with the Equal Employment Practices provisions of this Lease may be deemed a material breach of the Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Landlord. Upon a finding duly made that Landlord has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated. Tenant's termination of this Lease under this Section 30.3.2 shall be effective upon Landlord's receipt of separate Notice from Tenant terminating this Lease.

30.3.3 Affirmative Action Program. This Lease is a non-construction contract with or on behalf of the City for which the consideration is \$100,000.00 or more. Accordingly, during the performance of this Lease, Landlord further agrees to comply with Section 10.8.4 of Los Angeles Administrative Code ("Affirmative Action Program"). By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Code, the failure of Landlord to comply with the Affirmative Action Program provisions of this Lease may be deemed a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Landlord. Upon a finding duly made that Landlord has breached the Affirmative Action Program provisions of this Lease, the Lease may be forthwith terminated. Tenant's termination of this Lease under this Section 30.3.3 shall be effective upon Landlord's receipt of separate Notice from Tenant terminating this Lease.

30.3.4 Equal Benefits Provisions. This Lease is also subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Landlord agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1.c of said Code, Landlord's failure to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of the Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Landlord. Upon a finding duly made that Landlord has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated. Tenant's termination of this Lease under this Section 30.3.4 shall be effective upon Landlord's receipt of separate Notice from Tenant terminating this Lease.

30.4 Slavery Disclosure Ordinance. This Lease is subject to applicable provisions of the Slavery Disclosure Ordinance. ("SDO" at Section 10.41, et seq, of Los Angeles Administrative Code). Unless otherwise exempt in accordance with this Ordinance, Landlord certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies

available to City if it determines that Landlord failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Lease Date.

TENANT:

Los Angeles Department of Water and Power

By: _____

Printed Name: _____

Title: _____

LANDLORD:

CoreSite Real Estate 900 N Alameda, L.L.C.,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

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

DEC 17 2015

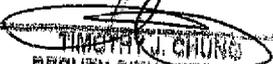
BY 
TIMOTHY J. CHUNG
DEPUTY CITY ATTORNEY

Exhibit A

Premises

(ATTACHED ON FOLLOWING PAGE)

Exhibit 3.1.1

Landlord Work

BUILDING CORE AND SHELL (PROJECT)

1. **BUILDING**
 - Approximate Building Square Footage: 450,362 sq/ft (+/-)
2. **BUILDING EXTERIOR**
 - Secure Loading Dock
 - Surface parking
 -
3. **STRUCTURAL SYSTEMS**
 - Poured in place structurally reinforced concrete.
 - Floor Loading
 - 3rd Floor
 - 150 lbs sq/ft
 - Slab thickness: 16"
 - Column Span: 28'-0" x 28'-0" (+/-) (o.c.)
 - 1.
 - Floor Height
 - 3rd Floor
 - Floor to Slab Height: 17'-3" (+/-)
 -
4. **DOORS**
 - Computer Room
 - (1) 5' x 9' Hollow Metal Door assembly
 - 3' x 9' active door.
 - 2' x 9' inactive leaf with floor pin.
 - Storage Room
 - (1) 5' x 9' Hollow Metal Door assembly
 - 3' x 9' active door.
 - 2' x 9' inactive leaf with floor pin.
5. **ELECTRICAL SYSTEMS**
 - 200amp /480v common usage power.
 - 120/208v
 - 277v
6. **LIGHTING**
 - Code required interior lighting (LED).

DATA CENTER PREMISES (the "Premises")

2. **Critical power capacity**
700 CkW
3. **Floor area**
Approximately 1,334 SF
4. **Electrical Systems**
 - a. Utility transformers
2N redundancy; (8) 2,500 kva Unit Substation oil-filled transformers; 13kV/480V
 - b. Utility power
1000 amps / 480v 3 phase
 - c. Generators
1000 amps / 480v standby power
N+1 Configuration – 2000kw/12kv diesel generators (Cummins)
Power Command Paralleling System
 - d. UPS
700 kW UPS systems. (Mitsubishi 9900B)
N+1 configuration
System comprised of up to (4) 500 KW modules in parallel
 - e. PDUs and RPP's

PDU - 2N redundancy – each system (A and B) is comprised of:
(2) 500 KVA PDI PDU's.
(2) 300 KVA PDI PDU's.

RPP – 2N redundancy. (11) PDI RPP's
 - f. Non-UPS backed power
(5) 20amp/120v quad receptacles for non-critical use
 - g. Metering
Critical and non-critical power will be metered.
4. **Mechanical**
 - a. Computer Room Roof Top Units
 - i. N+1 Configuration
 - ii. Dedicated units
 - iii. 100% airside economization
 - iv. Ducted air discharge
 - v. Return air plenum
 - vi. (3) 100 ton units
 - vii. Cold aisle containment
 - b. Metering

- i. Waterflow and power supporting mechanical equipment

5. Fire Protection & Life Safety Systems

- a. Double interlock pre-action fire system.
 - i. Dry pipe system
- b. Zoned fire detection and alarming.
 - i. VESDA detection system in the return air plenum.
 - ii. Area smoke detection in the Computer Room

6. Alarm and Monitoring

- a. ALC-based alarm system for all electrical and mechanical systems
- b. Real time monitoring through CoreSite Operational Support Center and local Facility staff.
- c. Customer power monitoring incorporated in BMS.

STORAGE AND ANCILLARY SPACE

1. Human space

- a. Entry - Secure first-floor entry
- b. Security - Landlord-controlled security station with mantrap at 1st floor entry area

2. Storage space

- a. Approximately 489 SF
- b. Adjacent to the data center

3. Loading

- a. Secure loading with truck court
- b. Two dock-high position with (1) 11' by 9' with a manually operated roll-up door

Exhibit 4.1

Storage Area

(ATTACHED ON FOLLOWING PAGE)

Exhibit 4.1-1

Exhibit 7.1

Form of Commencement Memorandum

Memorandum of Lease Commencement

This Memorandum of Lease Commencement is made as of _____, 20____, by _____ ("Landlord"), and _____ ("Tenant"). Landlord and Tenant agree to and acknowledge the following with respect to that certain Lease dated as of _____, between Landlord and Tenant (the "Lease"), for premises in the building located at _____, and more particularly described in the Lease. All capitalized terms used but not defined in this Memorandum of Lease Commencement shall have the meanings given in the Lease.

1. The Commencement Date is _____.
2. The Term shall expire on _____, _____.

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Memorandum of Lease Commencement as of the date first above written.

TENANT:

LANDLORD:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit 11.4

Service Levels

This Service Level Agreement ("SLA") provides for certain service commitments by Landlord to Tenant with respect to the Premises and certain abatement of Base Rent to Tenant in the event of the Failures specified below. This SLA applies only to the Premises set forth in this Lease (and not to conduit, innerduct, or other space). Notwithstanding anything to the contrary in the Lease, the abatement described in this SLA shall be Tenant's sole and exclusive remedy in connection with any Failure, and Landlord shall have no other liabilities in connection with any Failure.

I. DEFINITIONS.

Circuit Pair. Both the primary A power circuit and its designated redundant B power circuit, excluding any panel redundant circuits.

Circuit Pair Failure. The unavailability of power for any period of time at the Demarcation Point of any particular Circuit Pair (where such unavailability simultaneously occurs and continues with respect to both the primary A and redundant B power circuits at all times) licensed by Tenant from Landlord, which was at the time being used with functioning Equipment such that the Equipment experiences an actual interruption in power; provided, that such unavailability simultaneously occurs and continues with respect to both the primary A and redundant B power circuits at all times in question.

Cold Aisle. A cold aisle designated by Landlord in the applicable Premises.

Connectivity Failure. Deemed to have occurred on a particular day if (A) Landlord fails to use commercially reasonable efforts to ensure that all of Landlord's critical pathways and main distribution frame equipment in the data center are properly operating, and (B) as a result of such failure, either (i) a redundant cross connection licensed by Tenant from Landlord in the applicable Premises is unavailable and interrupted on both the primary and redundant connections (simultaneously) for more than 26 cumulative seconds within a calendar month after Landlord receives notice of any such failure, or (ii) an Any2 Exchange connection licensed by Tenant from Landlord in the applicable Premises is unavailable and interrupted for more than 26 cumulative seconds within a calendar month after Landlord receives notice of any such failure.

Demarcation Point. The receptacle to which the applicable licensed electrical service is delivered in the applicable Equipment.

Equipment. All equipment of Tenant within the Premises.

ES Failure. When the average relative humidity or the average temperature in the Premises or portion of Premises (as applicable) exceeds or drops below the applicable environmental range in Table III below, as measured by Landlord, and (B) as a result, Tenant's Equipment then in operation in the applicable Premises is materially and adversely affected thereby.

Failure. Refers to a Power Failure, an ES Failure, and/or a Connectivity Failure.

Impacted Space (ES) Percentage. The proportion of the total Premises that is impacted by an ES Failure, as measured and determined by Landlord. The Impacted Space (ES) percentage shall never exceed 100%.

Impacted Space (Power) Percentage. The proportion of the total Premises that is impacted by a Power Failure, calculated as the average power draw on the failed circuits as measured over the 48-hour period immediately prior to the Power Failure (as determined by Landlord) divided by the Primary Power Limit for the Premises. The Impacted Space (Power) percentage shall never exceed 100%.

Power Failure. Either a Circuit Pair Failure or a Single Circuit Failure, as applicable.

Single Circuit. Any single power circuit provisioned as an A power circuit only, with no designated redundant B power circuit.

Single Circuit Failure. The unavailability of power for more than 26 consecutive seconds at the Demarcation Point of any particular Single Circuit licensed by Tenant from Landlord, which was at the time being used with functioning Equipment such that the Equipment experiences an actual interruption in power.

II. POWER AVAILABILITY SLA.

A. Circuit Pair Availability SLA. Landlord offers 100% power availability SLA for Circuit Pairs. In any calendar day, if a particular Premises experiences any Circuit Pair Failures, Tenant shall be entitled to abatement of one day's worth of Base Rent for the month in which such Failure occurred for the Premises multiplied by the Impacted Space (Power) Percentage.

B. Cumulative Availability SLA. In the event of any Power Failures to a particular Premises in a calendar month, and subject to the limitations below, Tenant shall be entitled to abatement of that portion of the Base Rent for the month in which such Failure occurred for the Premises as set forth in Table B(i) or B(ii) below (as applicable) in an amount calculated based upon the cumulative duration of Power Failures for the Premises during that month. For clarification, Tenant may be entitled, as applicable, to abatements under both the Circuit Pair Availability SLA (Section II.A above) and the Cumulative Availability SLA (this Section II.B.).

Table B(i)

Cumulative Power Availability (Circuit Pairs)

SLA Level	% Available	Cumulative Circuit Pair Failure Duration	Abatement of Premises Base Rent
1	99.999%	0.01 seconds to 26 seconds	No additional abatement
2	Less than 99.999%	Greater than 26 seconds	1 week x Impacted Space (Power) Percentage

Table B(ii)

Cumulative Power Availability (Single Circuit)

SLA Level	% Available	Cumulative Single Circuit Failure Duration	Abatement of Premises Base Rent
1	99.99%	26.01 seconds to 4 minutes 23 seconds	1 day x Impacted Space (Power) Percentage
2	Less than 99.99%	Greater than 4 minutes 23 seconds	1 week x Impacted Space (Power) Percentage

III. **ENVIRONMENTAL STABILITY SLA.** In the event of any ES Failure(s) to a particular Premises in a calendar month, and subject to the limitations below, Tenant shall be entitled to abatement of that portion of the Base Rent for the month in which such Failure occurred for the Premises as set forth in Table III below.

A "**Humidity Failure**" shall be deemed to have occurred on a particular day if, as shown in Table III, (A) the relative humidity in the Data Center, or a portion of the Data Center, exceeds 80% relative humidity or is below 20% relative humidity, all as measured by Landlord's Sensors within the Cold Aisle, and (B) the Equipment in the applicable Premises is then being used by Tenant in the ordinary course of business.

A "**Temperature Failure**" shall be deemed to have occurred on a particular day if, as shown in Table III, (A) the sustained temperature in the Data Center, or a portion of the Data Center, exceed 32 degrees Celsius (89.6 degrees Fahrenheit) or is below 15 degrees Celsius (59 degrees Fahrenheit), as measured by Landlord's Sensors within the Cold Aisle, and (B) the Equipment in the applicable Premises is then being used by Tenant in the ordinary course of business.

A Humidity Failure, and Temperature Failure are each referred to herein as an "**ES Failure.**"

Table III

Environmental Stability (ES) – Temperature and Humidity

Temperature (in degrees Fahrenheit)	Relative Humidity	Abatement of Premises Base Rent
Less than 59.0 Greater than 89.6	Less than 20% or Greater than 80%	1 week x Impacted Space (ES) Percentage

IV. CONNECTIVITY AVAILABILITY SLA. In the event any Connectivity Failure occurs on any particular day, then Tenant shall be entitled to abatement of one day's worth of the total monthly service fees for the affected cross connection, or the affected Any2 Exchange connection, as applicable. In no event shall the total aggregate abatement under this Article IV for any particular cross connection, or any particularly Any2 Exchange connection, as applicable, in any one calendar month exceed the monthly service fees payable by Tenant for that month for the applicable Service in question (notwithstanding the amount or length of any Connectivity Failures with respect to such Service). In the event there would otherwise be abatement in excess of such monthly service fees for that month, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect.

V. CHRONIC FAILURES. In the event that, in any 6 consecutive month period during the Term (the "**Chronic Period**"), there are more than 3 separate and distinct Major Failures (as defined below) in the Space (a "**Chronic Failure Event**"), then Tenant may, as its sole and exclusive remedy, terminate this Lease in its entirety affected by the Chronic Failure Event, without penalty, subject to the following conditions. Tenant must provide written notice of its desire to take advantage of this termination option (the "**Chronic Failure Termination Notice**") which notice must be received by the Landlord no later than 30 days after the occurrence of the Major Failure that triggers the Chronic Failure Event. The Chronic Failure Termination Notice must contain, at a minimum, information sufficient for CoreSite to identify and verify the occurrence of the three Major Failures, and the desired effective date of Tenant's termination, which must be a date that is no sooner than 30 days after, and no more than 90 days after, Landlord's receipt of the Chronic Failure Termination Notice. The term "**Major Failure**" is defined, subject to the limitations in Section VI, as (a) an SLA Level 2 Circuit Pair Failure, (b) a Temperature Failure, or (c) a Humidity Failure. Upon the occurrence of a Major Failure that triggers a Chronic Failure Event, Tenant may, at its option and within the time periods set forth above, either (i) take advantage of the termination option in this section or (ii) in lieu of termination, accept abatement for such Major Failure. If Tenant chooses to terminate as provided in this section, then this SLA shall, immediately upon Landlord's receipt of the Chronic Failure Termination Notice, cease to apply to the Premises and Tenant shall not be entitled to any further abatement or compensation for any Failures. If Tenant chooses to accept abatement for the Major Failure that triggers the Chronic Failure Event (or if Tenant fails to deliver a Chronic Failure Termination Notice within the time periods stated above), then the right to terminate for that Chronic Failure Event shall no longer be effective and Tenant's sole and exclusive remedy stemming from such Major Failure shall be limited to any applicable abatement set forth in this SLA.

VI. LIMITATIONS.

A. Notwithstanding anything to the contrary in this SLA, Tenant shall not be entitled to any abatement and shall have no rights or remedies under this SLA or otherwise, and no Failure shall be deemed to have occurred, if (1) Tenant is in breach or default under this Lease at the time of the Failure in question, or (2) the Failure in question results from any of the following: (a) any equipment (including, without limitation, any Equipment) or applications of (or otherwise used by or in possession of) Tenant or any of the other Tenant Parties; (b) any act or omission of Tenant or any of the other Tenant Parties; or (c) a Force Majeure event.

B. Notwithstanding anything to the contrary in this SLA, in no event shall Tenant be entitled to abatement under more than one of Articles II through IV above in connection with the same event that caused the applicable Failures. In the event the same event causes more than one Failure, then Tenant shall receive abatement only with respect to the one single Failure

(and not with respect to multiple Failures) that would yield the highest abatement to Tenant (and if more than one of such Failures exists, Landlord shall stipulate which Failure shall apply for purposes of calculating the abatement). In the event a particular Failure continues, only one Failure shall be deemed to have occurred (and shall be deemed to have occurred on the day that the Failure first comes into effect), regardless of the length of such Failure.

C. Notwithstanding anything to the contrary set forth in this SLA, in no event shall the total abatement under Articles II and III for the applicable Premises in any one calendar month exceed the Base Rent payable for that Premises for that calendar month (notwithstanding the amount or length of any Power Failures or ES Failures in that month or otherwise). In the event there would otherwise be abatement in excess of such Base Rent for that month, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect.

D. Notwithstanding anything to the contrary in this SLA: (i) in no event shall the total aggregate abatement for any Power Failures and/or ES Failures under this SLA in any calendar month exceed an aggregate amount equal to three (3) months' worth of Base Rent for the Premises under the Lease (calculated at the average rate payable during the initial Term for such Premises); and (ii) in no event shall the total aggregate abatement for a Connectivity Failure under this SLA exceed an aggregate amount equal to three (3) months' worth of Service Fees under the Lease (calculated at the average Service Fee payable during the initial Term for the Services). In the event there would otherwise be abatement under this SLA in excess of the aggregate amounts set forth herein, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect.

Exhibit 23

Form of Estoppel Certificate

ESTOPPEL CERTIFICATE

As of the date set forth below, _____, a _____ ("Tenant") certifies to _____, a _____ ("Landlord") and to _____ (together with Landlord, the "Reliance Parties") as follows with respect to that certain Lease dated _____, 2014, between Landlord and Tenant (the "Lease") pursuant to which Tenant leases certain portions of the building located at _____ (the "Premises"). All capitalized terms used but defined herein shall have the meaning given to such terms in the Lease.

1. The Lease, a true and correct copy of which is attached hereto as Exhibit A, is presently in full force and effect and represents the entire agreement between Tenant and Landlord for the Premises. There are no amendments, modifications or supplements to the Lease, whether oral or written, except _____.

2. The Term of the Lease commenced on _____, _____, and shall end on _____.

3. Tenant has taken possession of the Premises and is currently paying Base Rent in the amount of \$_____ per _____. Charges for rent, taxes, common area costs and all other amounts due under the Lease have been paid up to and including the following date: _____.

4. Tenant is not entitled to any rent credit, rebate, abatement or concession of any kind, except as follows: _____.

5. Tenant has ___ remaining option(s) to renew the Term of the Lease for ___ years each.

6. Landlord is not in default in the performance of the terms and provisions of the Lease.

7. Tenant has received no notice from Landlord that Tenant is in default under the Lease, and Tenant has no knowledge of any facts which would give rise to or constitute a breach by Tenant under the Lease.

8. Tenant has not Transferred its interest under the Lease or in the Premises, except _____.

9. The Tenant has no claim, charge, defense or offset under the Lease against rents or other charges due or to become due thereunder, except as expressly provided in the Lease. Tenant has not asserted any such offset or credit.

10. Tenant has not prepaid any rent or other charges under the Lease to Landlord other than the following: _____.

Exhibit 23-1

11. Tenant is maintaining (free of default) all insurance policies or self-insurance that the Lease requires Tenant to maintain.

12. All leasehold improvement work to be completed by Landlord has been performed, except _____.

13. Tenant is not the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships.

14. Tenant has no right to lease additional space at the Premises or the Project, other than _____.

15. Tenant has no right to purchase or first offer to purchase all or any portion of the Premises or the Project.

If any of the blanks provided above are not filled in, the information intended to be filled in by Tenant will be deemed "none" or "zero," as appropriate.

Tenant makes this Certificate with the understanding that the Reliance Parties will materially rely on this Certificate.

The undersigned certifies that he or she is authorized to execute this certificate and bind Tenant to the statements made herein.

Dated this ____ day of _____, 20__.

By: _____

Printed name: _____

Title: _____

Exhibit 23-2

Exhibit 25

Form of SNDA

Subordination, Non-disturbance and Attornment Agreement

THIS Subordination, Non-disturbance and Attornment Agreement (this "Agreement") is dated as of _____, 20__, and is made by and between _____, a _____, ("Beneficiary"), and _____, a _____ ("Tenant").

W I T N E S S E T H

A. Tenant has entered into a certain Lease Agreement dated as of _____, 20__ (as amended from time to time, the "Lease"), with _____, a _____ ("Landlord"), covering premises (the "Demised Premises") in the building located at _____ (the "Building"). Any capitalized terms used but not defined in this Agreement shall have the meaning given them in the Lease.

B. Landlord has executed, as trustor, to _____, as trustee, in favor of Beneficiary, as beneficiary, a [[Deed of Trust, Assignment of Rents and Security Agreement]] dated as of _____ (as amended, modified, consolidated and replaced from time to time, the "Deed of Trust").

C. In connection with the foregoing, Landlord, Tenant and Beneficiary desire to set forth their agreement regarding the relative priorities and rights and obligations of Landlord, Tenant and Beneficiary under the Deed of Trust and the Lease.

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Lease is and shall be subject and subordinate to the Deed of Trust insofar as it affects the real property of which the Demised Premises are a part to the full extent of the principal sum secured thereby and interest thereon.

2. Subject to Paragraph 3, Tenant shall attorn to and recognize any purchaser at a foreclosure sale under the Deed of Trust, any transferee who acquires the real property of which the Demised Premises are a part by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions then in effect under the Lease.

3. If it should become necessary to foreclose the Deed of Trust, Beneficiary will not terminate the Lease nor join Tenant in summary or foreclosure proceedings so long as Tenant is not in Default.

4. If Beneficiary succeeds to the interest of Landlord under the Lease, Beneficiary shall be bound to Tenant under all of the terms, covenants, and conditions of the Lease. Tenant shall have the same remedies against Beneficiary for the breach of the Lease that Tenant might

have had against Landlord if the Beneficiary had not succeeded to the interest of the Landlord; provided that the Beneficiary shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord) that occurred prior to the time that Beneficiary purchased or acquired its interest under the Lease except to the extent that such act or omission is continuing after the time Beneficiary purchased or acquired its interest under the Lease and Beneficiary fails to timely cure after receipt of notice pursuant to the terms of the Lease; or
- (b) liable for the return of any security deposit paid by Tenant, unless such security deposit is actually received by Beneficiary from Landlord; or
- (c) subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord); or
- (d) bound by any payment of more than the then unearned prepaid Base Rent that Tenant might have paid to any prior landlord (including Landlord), except as expressly allowed or required under the Lease; or
- (e) bound by any amendment or modification of the Lease that is made after the date of this Agreement without Beneficiary's consent and that materially reduces Rent or the Term, except for amendments or modifications to the extent that Tenant is exercising a renewal, expansion, termination, contraction or assignment right specifically set forth in the Lease.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns. Except as specifically set forth in Paragraph 4, nothing contained in this Agreement shall be deemed or construed as modifying or otherwise affecting any terms or conditions of the Lease or the obligations of the parties thereunder.

6. Tenant shall deliver to Beneficiary, by certified mail at the address set forth below (or such new or additional address as may be provided to Tenant in writing not less than 30 days prior to the Lease Date with respect to such new or additional address), a copy of each notice of default served upon Landlord by Tenant. If Landlord fails to cure such default within the time provided for in the Lease (or if no time period for cure by Landlord is provided in the Lease, then within 30 days after the date Landlord receives such notice of default from Tenant), then Beneficiary shall have an additional 60 days within which to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default so long as within such 60 day period Beneficiary promptly commences and thereafter diligently pursues a cure (including commencement of foreclosure proceedings, if necessary to effect such cure), in which event the Lease shall not be terminated while such cure are being so diligently pursued.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-disturbance and Attornment Agreement as of the day and year first above written.

"BENEFICIARY"

By: _____
Its: _____

Address:

"TENANT"

By: _____
Its: _____

Address:

Exhibit 29.4.

Rules and Regulations

Except as may be specifically provided for in any applicable lease, license or other occupancy agreement (each a "Occupancy Agreement") to which these Rules and Regulations are attached:

1. The rights of each tenant or other occupant of the Building (each an "Occupant") and its employees, agents, licensees and invitees (collectively "Occupant Parties,") to use all sidewalks, plazas, entrances, corridors, doorways, elevators, fire exits, stairways and similar areas (collectively "Access Areas") and other public areas servicing the Building and the related project that are for the nonexclusive use of Occupants of the Building (collectively "Common Areas") are limited to ingress and egress to and from each such Occupant's premises, and no Occupant or Occupant Party shall use, or permit the use of, the Access Areas or Common Areas for any other purpose. No Occupant shall cause or permit the visit to such Occupant's premises by persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the Building, the Access Areas or the Common Areas by any other party with a right to use such areas.
2. Fire exits and stairways are for emergency use only, and no Occupant or Occupant Party shall use, or permit the use of, such areas for any other purpose.
3. No Occupant or Occupant Party shall be allowed on the roof of the Building or in the electrical and mechanical rooms of the Building without the prior written consent of the owner of the Building (the "Owner"), which consent may be withheld in Owner's sole and absolute discretion.
4. Owner reserves the right to close and keep locked any or all entrance and exit doors and otherwise regulate access of all persons to the Access Areas outside of Building Hours, and at such other times as Owner may deem advisable for the adequate protection and safety of the Building and the users and occupants thereof.
5. Owner may refuse admission to the Building at any time to any person not possessing a pass issued by Owner or the Occupant whose premises are to be entered or not otherwise properly identified. Owner may require all persons admitted to or leaving the Building to provide appropriate identification and to register with security personnel. Owner shall have no liability or obligation of any kind with respect to the admission to or exclusion from the Building of any person. Each Occupant shall be solely responsible for all persons for whom it issues an access pass to the Building and shall be liable to Owner for all acts or omissions of such persons. Owner shall have the right at any time to deny access to the Building, or to eject therefrom, any person whose presence, in Owner's judgment, is detrimental to the safety or operation of the Building or other Occupants. *In connection with any invasion, riot, public excitement, terrorist event or other commotion, Owner may prevent all access to the Building, the Common Areas or the Access Areas.*
6. Owner reserves the right to inspect all items brought into the Building and to exclude from the Building any items that violate any applicable law, insurance requirement, these

Rules and Regulations or any Occupancy Agreement. Owner may require any person leaving the Building with any item to submit a removal pass issued by the Occupant from whose premises the item is being removed. Owner shall have no liability or obligation of any kind to any party with respect to the admission to or exclusion from the Building of any item.

7. Occupants shall keep all entrance doors to their premises closed and locked when the premises are not in use. Entrance doors shall not be left open at any time. Each Occupant shall turn out all lights and entirely shut off all water faucets before closing and leaving its premises at any time.
8. No Occupant shall use or occupy, or permit its premises, the Building or any part thereof to be used or occupied, (a) for storing, manufacturing, or selling, at retail or auction, any food, liquor, drugs or tobacco in any form or any merchandise, goods or property of any kind; (b) for cooking or other food preparation, or (c) for lodging or sleeping.
9. No Occupant or Occupant Party shall cause or permit any disturbing noise, vibration or odor to escape from its premises. No Occupant or Occupant Party shall cause or permit in such Occupant's premises any act or omission that would result in the impairment of or interference with the use or enjoyment of any portion of the Building, Access Areas or Common Areas by any party with a right to use such areas or that would create a public or private nuisance.
10. No Occupant or Occupant Party shall cause or permit any acids, vapors or other damaging or corroding materials to be discharged into the waste lines, drains, vents or flues of the Building. No Occupant or Occupant Party shall cause or permit the sinks and toilets and other plumbing fixtures in or serving such Occupant's premises to be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, coffee grounds or other foreign substances shall be deposited therein. Occupants shall be liable to Owner for all damages resulting from any misuse of the fixtures by such Occupant or its Occupant Parties.
11. No Occupant or Occupant Party shall bring or keep, or permit to be brought or kept, any bicycle, scooter, skateboard, vehicle or animal of any kind (other than assistance animals to the extent required by applicable law) in, on or about such Occupant's premises or any other portion of the Building, the Common Areas or the Access Areas.
12. No person shall be allowed to transport or carry beverages, food, food containers, and similar items on any passenger elevators (other than for the personal use of the individual). The transportation of such items shall be via the freight elevator in such manner as prescribed by Owner.
13. Owner shall have the right to prohibit any advertising or identifying sign at or referring to the Building by any Occupant that, in Owner's sole and absolute judgment, impairs the reputation of the Building or its occupants, and upon written notice from Owner, such Occupant shall immediately discontinue such advertising or identifying sign.
14. All curtains, blinds, shades or screens attached to or used in connection with any exterior window or door of any Occupant's premises other than the Building standard

versions of such items must be of a quality, type, design and color, and attached in a manner, approved by Owner.

15. No Occupant or Occupant Party shall cover or obstruct, or permit to be covered or obstructed, any vent, skylight, window or door that reflect or admit light or air into any part of the Building, the Common Areas or the Access Areas.
16. No Occupant or Occupant Party shall cause or permit any lettering, sign, advertisement, notice or object to be displayed in or on the exterior windows or doors, or on the outside of such Occupant's premises, or at anywhere inside such premises where the same might be visible from a public place outside of such premises, without the prior written consent of Owner, which consent may be withheld in the sole and absolute discretion of Owner, provided that Owner's consent shall not be unreasonably withheld to the extent of any lettering, sign or notice required by applicable law. In the event of the violation of the foregoing, Owner may remove the violating items without notifying the Occupant and without incurring any liability or obligation, and may charge the expense incurred in such removal to the violating Occupant.
17. No Occupant or Occupant Party shall place or affix, or permit to be placed or affixed, any showcases or other articles in any area outside of such Occupant's premises.
18. Linoleum, tile, carpet and other floor coverings shall be affixed to the floor of the premises only in a manner approved in writing by Owner. The expenses of repairing any damage resulting from any violation of this rule or the removal of any floor covering installed by any Occupant shall be borne solely by such Occupant.
19. No Occupant or Occupant Party shall cause or permit any locks or bolts of any kind that are not operable by the Building master key to be placed upon any doors at the Building or in such Occupant's premises, nor shall any changes be made in any locks or the mechanism thereof that would make such locks inoperable by such master key. Additional keys for any Occupant's premises or common area restrooms shall be procured only from Owner, who may charge a reasonable amount therefor.
20. Occupants and Occupant Parties may only install, remove or otherwise transport safes, freight, furniture, packages, boxes, crates and other similar large items during such hours, in such elevators, by such personnel and in such manner as Owner may require from time to time. Hand trucks shall not be used in the Building unless they are equipped with rubber tires and side guards. Before moving large quantities of any such large items into or out of the Building, Occupants shall notify Owner and shall comply with Owner's requirements concerning the time and manner in which such move shall be performed. All costs incurred by Owner in connection with any such moves, including a reasonable charge for overhead and profit, shall be paid by Occupant to Owner on demand therefor. Owner shall not be responsible for any loss or damage to any such items from any cause, and all damage done to the Building by moving or maintaining any such large items shall be repaired at the expense of Occupant.
21. No Occupant or Occupant Party shall cause or permit any floor heaters or other space heating devices to be brought upon or used in any area of the Building or such Occupant's premises.

22. Owner, its contractors, and their respective employees shall have the right to use, at no charge, light, power and water in any Occupant's premises while cleaning or making repairs or alterations in such premises, provided the repairs or alterations are for the direct benefit of and requested by the Occupant.
23. No Occupant or Occupant Party shall use or permit the use of (and upon notice from Owner shall cease using) contractors, service providers, workmen, labor, materials or equipment that, in Owner's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Building. Each Occupant shall cause all vendors providing any service to such Occupant or its premises to deliver to Owner or its representatives evidence of insurance in an amount reasonably acceptable to Owner.
24. Canvassing, soliciting and peddling in the Building are prohibited and each Occupant shall cooperate to prevent the same.
25. No Occupant or Occupant Party shall cause or permit any action in such Occupant's premises or any item to be brought into or kept in such Occupant's premises that would impair or interfere with any of the Building's services or the proper and economic heating, ventilating, air-conditioning, cleaning or other servicing of the Building or such premises, or the use or enjoyment by any other Occupant of any other premises.
26. No Occupant or Occupant Party shall cause or permit the obstruction, alteration or impairment in any way of the efficient operation of the Building's heating, ventilating and air-conditioning systems or the placement of furniture, equipment or other objects where such objects would interfere with air flow. No Occupant or Occupant Party shall cause or permit the tampering with or changing of the setting of any thermostats or temperature control valves.
27. Owner shall have the right, exercisable without notice and without liability to any Occupant, to change the name and street address of the Building of which the premises are a part.

Owner reserves the right to rescind, alter or waive any of these Rules and Regulations at any time, and no such alteration or waiver in favor of any one Occupant shall operate as an alteration or waiver in favor of any other Occupant or give rise to any liability or obligation on the part of Owner.

Index of Defined Terms by Page Number

Actual Cost	15	Holidays	13
Actual Usage	14	Included Interest.....	8
Additional Rent.....	6	includes.....	32
Adjustable Expenses.....	7	including.....	32
Adjustment Date	6	KW.....	1
Adjustment Percentage.....	1	Landlord.....	1
Affiliate.....	26	Landlord Address.....	2
Affiliate Transferees.....	26	Landlord Parties.....	4
Alteration Request	15	Landlord Work.....	3
Alterations.....	16	Laws	12
Amount Notice	6	Lease	1
Annual Amount	7	Lease Date.....	1
Annual Statement	10	Maximum Restoration Period	20
Base Building.....	15	Mortgage.....	28
Base Rent.....	1	Notice Alterations.....	15
Base Term.....	2	Notice-Only Alteration	16
Base Year.....	2	Notices.....	31
Broker.....	32	Occupant.....	3
Building.....	1	Operating Expenses.....	8
Building Hours.....	13	Parking Allocation	2
Building Systems	15	Parking Area.....	2
Business Days	32	Permitted Use	2
Casualty.....	20	Person.....	32
Claims.....	13	Potential Default.....	12
Commencement Date.....	1	Power Charge.....	14
Common Areas.....	3	Premises.....	1
Consequential Damages.....	31	Premises Area.....	1
Construction Rules.....	15	Prime Rate	8
CRAH	14	Proceeding for Relief.....	23
Cross Connection Fees.....	5	Project.....	1
Cross Connections.....	5	Project Taxes	9
Default	22	Prorated	31
Default Rate.....	23	Prorations.....	31
Delivery.....	3	Related Parties.....	20
Design Problem	15	Rent	6
Elevator Service.....	14	Rent Address	2
Emergency.....	17	Rent Commencement Date.....	1
Environmental Claims	29	Restoration Period	20
Environmental Requirements.....	29	Rules and Regulations	31
Expense Year	6	Security Deposit.....	2
Expenses	7	SLA.....	14
Extension Right.....	11	Storage Area.....	5
Extension Term.....	11	Storage License	5
Force Majeure.....	31	Taking	21
Governmental Authority	9	Taxes	9
Hazardous Materials	29	Tenant.....	1
Holder	28	Tenant Address.....	3

Tenant Delay	3	Termination	4
Tenant Party	3	Total Transfer.....	26
Tenant Repairs	18	Transfer.....	26
Tenant's Share.....	7	Transfer Date	27
Tenant's Property.....	17	Transfer Notice.....	27
Term	11	Transfer Space.....	27

Index of Defined Terms-2

LEASE

by and between

CoreSite Real Estate 900 N Alameda, L.L.C., a Delaware limited liability company

("Landlord")

and

Los Angeles Department of Water and Power, a _____

("Tenant")

Dated as of

_____, 2015

TIM: Between drafts, the Landlord deleted the table of contents below. If we want to include one, I'm happy to make the changes.