

Sample Lease Contract – Virginia Data Center (VA-LEASE-CLIENT-001)

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into as of January 1, 2022 (the “Effective Date”), by and between **Acme Real Estate Holdings, LLC**, a Virginia limited liability company, with its principal place of business at 1234 Commerce Way, Richmond, VA 23230 (“Lessor”), and **OmniTech Solutions, Inc.**, a Delaware corporation, with its principal office at 5678 Innovation Drive, Fairfax, VA 22030 (“Lessee”).

1. Premises

- **Location:** Lessor hereby leases to Lessee, and Lessee accepts, approximately 15,000 rentable square feet of data center space, located at 901 Data Drive, Building 4, Richmond, Virginia 23230 (the “Premises”), together with 400 kW of dedicated power capacity and up to 100 TB of rack-mounted colocation infrastructure.

2. Term

- **Initial Term:** The Term shall commence on January 1, 2022 (“Commencement Date”) and shall continue for a period of **60 months**, terminating on December 31, 2026, unless earlier terminated or extended as provided herein.
- **Renewal Option:** Provided Lessee is not in default, Lessee may exercise one renewal option for an additional 36-month period by delivering written notice to Lessor no later than 180 days before the Initial Term’s expiration. Renewal rent shall be at a rate equal to 105 % of the then-prevailing market rate, as reasonably determined by an independent appraiser.

3. Base Rent

- Lessee shall pay Base Rent for the Premises in monthly installments of **Twenty Thousand United States Dollars (USD 20,000.00)**, payable in advance on the first day of each calendar month to Lessor’s designated bank account. The first installment is due on January 1, 2022.

4. Additional Rent and Operating Costs

- Lessee shall reimburse Lessor, as Additional Rent, its proportionate share (calculated pro rata based on rentable square footage) of the Premises’ operating expenses, including but not limited to:
 1. Utilities (electricity, water, and HVAC charges specific to the data center footprint);
 2. Common Area Maintenance (CAM) charges (building security, janitorial services, landscaping);
 3. Real estate taxes and assessments levied against the building and grounds;

4. Insurance premiums for property and liability coverage maintained by Lessor; and
 5. Maintenance and repair of chillers, power distribution units (PDUs), and building-provided fire suppression systems serving the Premises.
- Lessor shall deliver an annual statement of Operating Costs within 120 days after the end of each calendar year, and Lessee shall pay the amount due within 30 days of receipt.

5. Security Deposit

- Upon execution of this Lease, Lessee shall deposit with Lessor a security deposit in the amount of **Thirty Thousand United States Dollars (USD 30,000.00)** (“Security Deposit”), to secure Lessee’s performance of its obligations. The Security Deposit shall be refunded or applied in accordance with Section 24 (Security Deposit).

6. Minimum Occupancy

- Lessee agrees to occupy a minimum of **75 %** of the leased power capacity (i.e., at least 300 kW) and 12 of the 15,000 rentable square feet for the first 36 months of the Initial Term. If Lessee fails to maintain minimum occupancy, Lessee shall pay to Lessor, as Additional Rent, an “Under-Occupancy Shortfall Payment” equal to the difference between (a) 75 % of the Base Rent and (b) the actual Base Rent paid, due within 15 days after Lessor’s notice of under-occupancy.

7. Termination Fee

- If Lessee elects to terminate this Lease prior to December 31, 2026—except for an uncured default by Lessor—Lessee shall pay Lessor a termination fee of **One Hundred Thousand United States Dollars (USD 100,000.00)**, in addition to all Base Rent and Additional Rent owed through the date of termination. If Lessee vacates the Premises on or after June 30, 2025, the termination fee shall be reduced by USD 25,000 for each full year remaining on the term (i.e., USD 75,000 if vacated between June 30, 2025 and June 29, 2026; USD 50,000 if vacated between June 30, 2026 and June 29, 2027, etc.).

8. Utilities, Maintenance & Repair

- **Utilities:** Lessee shall be responsible for all utility charges attributable to the Premises, including metered electricity consumption above the “Dedicated Power Capacity” allowances. Lessor shall install separate submeters for Lessee’s electricity usage.
- **Maintenance & Repair:**
 1. **Lessor’s Obligations:** Lessor shall maintain and repair the structural components of the building, data hall sheetrock, roof, exterior walls, and building-provided mechanical, electrical, and plumbing (MEP) systems up to the point of demarcation with Lessee’s equipment racks and PDUs, including the UPS rooms and backup generators that serve the Premises.
 2. **Lessee’s Obligations:** Lessee shall maintain and repair all servers, networking gear, rack enclosures, cabling, and any supplemental cooling units installed within Lessee’s rack footprint. Lessee shall not modify the building’s MEP infrastructure

(e.g., cutting new cable trays or adding new power distribution conduits) without Lessor's prior written consent.

9. Data Center Services & Security

- **Access:** Lessee and its authorized personnel shall have 24 × 7 access to the Premises, subject to Lessor's security clearance process. Lessee shall provide Lessor with a list of authorized badge holders, and any changes must be communicated in writing at least five business days prior to implementation.
- **Security Protocol:** Lessor shall maintain a security desk at the facility entrance, biometric access controls on all data hall doors, CCTV monitoring of all common areas, and a mantrap vestibule at each major entry. Lessee shall comply with all vendor security protocols, including background checks for any third-party technicians or contractors requiring site access.

10. Insurance & Indemnity

- **Lessor's Insurance:** Lessor shall maintain commercial property insurance (covering the building), general liability insurance with limits no less than USD 5,000,000 per occurrence, and boiler & machinery coverage for data hall mechanical systems.
- **Lessee's Insurance:** Lessee shall maintain full-value "All Risks" property insurance covering its servers, racks, and other equipment in the data hall for their full replacement value, along with general liability insurance with limits no less than USD 3,000,000 per occurrence. Lessee shall include Lessor as an additional insured on all liability policies and provide certificates of insurance within 30 days of the Commencement Date and upon each renewal.
- **Indemnification:** Lessee shall indemnify, defend, and hold harmless Lessor and its affiliates, officers, and employees from and against any claims, liabilities, losses, damages, and expenses arising out of Lessee's use or occupancy of the Premises, including any damage caused by Lessee's equipment or subcontractors.

11. Compliance & Regulatory Requirements

- Lessee shall ensure that all equipment and operations in the Premises comply with all applicable federal, state, and local laws, including but not limited to OSHA, NFPA 70 (National Electrical Code), HIPAA (if medical data is stored), and industry best practices for data center operations.
- Lessor represents that the data center facility is SSAE 18 SOC 2 Type II compliant, and Lessor shall provide Lessee with an annual SOC 2 report within 60 days of each calendar year end.

12. Use of Premises; Prohibited Activities

- Lessee shall use the Premises solely for data center colocation and related non-public cloud hosting activities. Lessee shall not use or permit the Premises to be used for any

illegal purpose, nor store hazardous substances except in compliance with environmental regulations.

- Lessee shall not operate any high-density computing racks (exceeding 15 kW per rack) without prior written approval and may be subject to additional power and cooling surcharges.

13. Default & Remedies

- **Events of Default:** Lessee shall be in default if any Base Rent or Additional Rent is not paid within 10 days after written notice, or if Lessee fails to cure any other breach within 30 days after written notice (unless a longer cure period is required).
- **Lessor's Remedies:** Upon an uncured default, Lessor may terminate this Lease, re-enter the Premises, and pursue any remedies available at law or in equity, including recovery of unpaid rent, damages, and costs of re-leasing the Premises. Lessee shall remain liable for all rent and additional sums due for the balance of the Term, reduced by net rental value obtainable by reletting.

14. Assignment & Subletting

- Lessee shall not assign, transfer, or sublet all or any portion of the Premises without Lessor's prior written consent, which shall not be unreasonably withheld. Any approved assignee or sublessee shall be subject to Lessor's standard credit and security clearance process.

15. Alterations; Removal of Equipment

- Lessee shall not make structural alterations or modifications to the Premises without Lessor's prior written consent. Minor rack-level modifications (e.g., installing new server racks, relocating power cables within Lessee's cage) are permitted provided Lessee restores any penetrations through the raised floor or cable tray to code upon removal.
- Upon expiration or termination, Lessee shall remove all Lessee-owned equipment, cabling, and ancillary gear. Any tenant improvements or alterations not removed within 30 days shall become Lessor's property, and Lessee shall reimburse Lessor for any associated removal costs.

16. Environmental Conditions

- **Temperature & Humidity:** Lessor shall maintain the data hall at 68 °F to 75 °F (± 3 °F) and 45 % \pm 5 % relative humidity. Minor fluctuations are acceptable during scheduled maintenance but may not exceed 4 hours in duration.
- **Power Resiliency:** Lessor shall provide two (2) separate UPS systems, each with N+1 redundancy, and a backup generator capable of sustaining the Premises' full load for at least 48 hours at nameplate capacity. Lessee's equipment shall be connected to both UPS feeds to ensure continuous power.

17. Audit Rights

- Lessor shall have the right to audit Lessee's submetering and equipment load to verify compliance with the Dedicated Power Capacity. Lessee shall provide reasonable access to electrical panels and submeter closets during normal business hours, with 24 hours' prior notice.

18. Eminent Domain

- If all or substantially all of the Premises is taken by eminent domain, this Lease shall terminate as of the date of taking, and Lessee shall be entitled to reimbursement of unamortized prepaid rent or security deposit. If only a portion of the Premises is taken and the Premises remain usable, this Lease shall continue, and Base Rent shall be reduced proportionately.

19. Brokerage

- Lessee and Lessor each warrant that they have not employed any broker or locator in connection with this Lease other than CBRE, Inc. ("Broker"). Lessor shall pay Broker's commission in accordance with a separate agreement. Lessee shall hold Lessor harmless from any claims by other brokers.

20. Notices

- All notices under this Lease shall be in writing and deemed delivered when: (a) delivered personally; (b) sent by certified mail, return receipt requested; or (c) delivered via overnight courier with signature confirmation, to the addresses set forth above (or to such other address as either party may designate by notice).

21. Miscellaneous

1. **Governing Law:** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
2. **Entire Agreement:** This Lease (including all exhibits and addenda) constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, and agreements, whether written or oral.
3. **Amendments:** No amendment or modification of this Lease shall be effective unless in writing and signed by both parties.
4. **Waiver:** The waiver by either party of a breach of any provision shall not constitute a waiver of any subsequent breach.
5. **Severability:** If any provision of this Lease is held invalid, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

Lessor:

Acme Real Estate Holdings, LLC

By: _____

Name: Jane Doe
Title: Chief Operating Officer

Lessee:

OmniTech Solutions, Inc.

By: _____

Name: John Smith

Title: Vice President, Infrastructure
