

1. Address of Premises:

Question: Describe the complete physical address of the premises leased with city, state, zipcode as per the document

Answer: 10770 East Briarwood Avenue, Centennial, Colorado 80112 (Page 1)

2. Rentable Area:

Question: What is the square footage or number of seats/workstation leased? Explain the terms and conditions associated with how it is calculated.

Answer: The rentable area is 74,736 square feet. This is based on the entire building which Tenant is leasing. (Page 1)

3. Tenant:

Question: What is full and accurate legal name of the lessee's company that executed this lease?

Answer: Quantum Corporation (Page 1, Page 22)

4. Landlord:

Question: What is full and accurate legal name of the lessor's company that executed this lease?

Answer: Briarwood Acquisition LLC (Page 1, Page 22)

5. Lease Commencement Date:

Question: What is the lease start date and describe the conditions based on which it is calculated in the agreement in a few sentences.

Answer: The lease commencement date is March 1, 2022. This is stated explicitly in the agreement. (Page 2)

6. Rent Abatement:

Question: Is there rent abatement granted? Describe the conditions based on which it is calculated and how long is the abatement period in a few sentences? If none, state "There is no mention of any abatement."

Answer: Yes, there is no fixed rent or additional rent for months 1-6 of the lease term. (Page 3)

7. Rent Commencement Date:

Question: What is the rent start date and describe the conditions based on which it is calculated in the agreement in a few sentences?

Answer: The rent commencement date is month 7 of the lease term, which is when Tenant starts paying rent. This is on September 1, 2022 based on the March 1, 2022 lease commencement date. (Page 3)

#### 8. Lease Expiration Date:

Question: What is the lease end date and describe the conditions based on which it is calculated in the agreement in a few sentences?

Answer: The lease expiration date is August 31, 2037. This is explicitly stated in the agreement as the last day of the 186th full calendar month after the Commencement Date. (Page 2)

#### 9. Initial Term:

Question: What is the duration of the initial term specified in the agreement and any conditions associated with it- describe and convert the term from years into exact number of months

Answer: The initial term is 186 months. This is from March 1, 2022 through August 31, 2037. (Page 2)

#### 10. Lock In Period:

Question: Does the lease reference a "lock in period" within the initial term which implies that the agreement can be terminated with notice after lock in period, describe its terms and conditions." If none, state "The agreement is binding until expiration date"

Answer: This document is silent on this. The agreement does not reference any lock in period and seems to be binding until the expiration date.

#### 11. Rent Payment Date:

Question: What is the frequency and specific date of rent payment?

Answer: Rent is payable in monthly installments, due on the first day of each month. (Page 3)

#### 12. Currency:

Question: What is the currency the lease rent is quoted in? Capture in acronym not symbol or text.

Answer: The currency is United States Dollar (USD). (Page 3 - Fixed Rent table)

#### 13. Base Rent:

Question: What is the base rent/fee at the beginning period of the agreement? Provide a detailed summary of the terms and conditions associated with how it is stated?

Answer: There is no base rent for months 1-6. For months 7-18, the base rent is \$13 per square foot annually, equaling \$80,964 per month. The base rent then escalates over time as shown in the rent table on Page 3.

#### 14. Base Rent Escalation:

Question: Identify and extract all information about the adjustments, escalations, variable conditions that affect the starting base rent over time. Extract any table that exists for rent increases or changes during the lease term

Answer: The base rent escalates over time per the following table (Page 3):

Term	Annual Fixed Rent	Monthly Installment
Months 1-6*	No Fixed Rent	No Fixed Rent
Months 7-18	\$13.00/PSF	\$80,964.00
Months 19-30	\$13.50/PSF	\$84,078.00
Months 31-42	\$14.00/PSF	\$87,192.00
Months 43-54	\$14.50/PSF	\$90,306.00
Months 55-66	\$15.00/PSF	\$93,418.75
Months 67-78	\$15.50/PSF	\$96,534.00
Months 79-90	\$16.00/PSF	\$99,648.00
Months 91-102	\$16.75/PSF	\$104,319.00
Months 103-114	\$17.50/PSF	\$108,990.00
Months 115-126	\$18.25/PSF	\$113,661.00
Months 127-138	\$19.00/PSF	\$118,332.00
Months 139-150	\$19.75/PSF	\$123,003.00
Months 151-162	\$20.50/PSF	\$127,674.00
Months 163-174	\$21.25/PSF	\$132,345.00
Months 175-186	\$22.00/PSF	\$137,016.00

\*Tenant shall not be responsible for paying Fixed Rent and Additional Rent during this period.

#### 15. Tenants' Proportionate Share:

Question: If applicable, what is the percentage of shared expenses the tenant is responsible for, based on their leased space compared to the total leasable area? if there is no percentage expressed then state " The document is silent on this"

Answer: Tenant's Share of the Building is 100%, which is 74,736 square feet / 74,736 square feet. Tenant's Share of the Building Complex is 36.04653%, which is 74,736 square feet / 207,332 square feet. (Page 4)

#### 16. Additional Rent: Operating Expenses/Service Fee/CAM per month:

Question: Explain how operating expenses, CAM or service fee will be calculated by the landlord, presented to tenant and when is it payable. State the amount, if it is mentioned and specify if it is monthly or by size such as per square foot or square meter or per workstation. if there is none, state " The document is silent on this".

Answer: Tenant shall pay their share of Operating Expenses in advance on a monthly basis. The Estimated Operating Expenses for year 2021 are \$8.73 per square foot. Operating Expenses are defined in detail on Pages 4-5 and include taxes, insurance, maintenance costs, management fees, utilities for common areas, and more.

#### 17. Additional Rent: Operating Expenses/Service Fee/CAM escalation:

Question: Identify and extract all information about the adjustments, escalations, or variable conditions that affect the starting CAM/maintenance fee/operating expenses/service fee over time.

Answer: The document is silent on escalations to operating expenses. Operating expenses appear to be billed based on actual costs incurred by Landlord each year. (Pages 4-5)

#### 18. Additional Rent: Landlords' Insurance:

Question: Landlord typically incurs a property insurance cost for the property within which the lease space exists and charges a proportionate share to the tenant. Is property insurance cost for the tenants share included in base rent or operating expenses? If yes, state " Property insurance costs are included in base rent" or "Property insurance costs are included in operating expenses" as applicable. If not, explain what is the amount the tenant has to pay, how will it be calculated, how will it be presented to tenant and when will it have to be paid? If there is absolutely no mention of this cost then state " The document is silent on this"

Answer: Property insurance costs are included in operating expenses, specifically called out on Page 4.

#### 19. Additional Rent: Property Tax:

Question: Landlord typically incurs a property tax for the property within which the lease space exists and charges a proportionate share to the tenant. Is property tax cost for the tenants share included in base rent or operating expenses? If yes, state " Property taxes are included in base rent" or "Property taxes are included in operating expenses" as applicable. If not, what is the amount the

tenant has to pay, how will it be calculated, how will it be presented to tenant and when will it have to be paid? If there is absolutely no mention of this cost then state " The document is silent on this"

Answer: Property taxes are included in operating expenses, specifically called out on Page 5.

#### 20. Additional Rent: Parking:

Question: Identify and extract all information about parking. Are there any assigned parking spots specified in the document, for what type of vehicles, their location, fee and conditions for fee increases?

Answer: Tenant shall be provided non-exclusive surface parking in the Building Complex's parking lots at a ratio of 6 spaces per 1,000 square feet of rented space, which equals 448 spaces. This parking is provided at no expense to Tenant. (Page 17)

#### 21. Variable Rent: Utilities:

Question: Is there any variable rent payable payable directly to the landlord based on lessee's consumption of utilities such as electricity, airconditioning, water and internet? How is it calculated and payable? If there is none, state " The document is silent on this"

Answer: Tenant shall directly pay all electric and gas utilities to the providers. Tenant shall reimburse Landlord for water and sewer utilities which are submetered, paying for actual consumption costs. (Page 6)

#### 22. Variable Rent: Percentage of gross sales/receipts:

Question: Is there any reference to paying percentage of sales/revenue as additional rent to lessor? If yes, what are the specifications? If there is none, state " The document is silent on this"

Answer: This document is silent on this. There is no reference to a percentage rent based on gross sales or receipts.

#### 23. One time Fee:

Question: Is there a one time set up/onboarding or activation fee charged and what are the details? If there is none, state " The document is silent on this"

Answer: This document is silent on this. There is no mention of any one-time fee.

#### 24. Tenant Improvement Allowance:

Question: If there an amount of the tenant improvement allowance/construction allowance specified in the agreement, explain any conditions or requirements associated with the use? If there is none, state " The document is silent on this"

Answer: Yes, there is a Tenant Improvement Allowance of \$80 per rentable square foot, totaling \$5,978,880. This can be used for constructing tenant improvements per the Space Plan. There are additional details on requirements and use in Exhibit D. (Page 1, 29-31)

#### 25. Security Deposit:

Question: What is the security deposit/ service retainer to be paid and is it refundable? Capture if it is paid in instalments and also the type of instrument- money order, check or letter of credit?

Answer: This document is silent on this. There is no mention of a security deposit.

#### 26. Prepaid Rent:

Question: Excluding the security deposit, is any type of rent due in advance at the execution of this agreement such as first and last month? How many months rent is it and how will it be applied?

Answer: This document is silent on this. There is no mention of any prepaid rent, other than the abated rent for months 1-6.

#### 27. Late Payment:

Question: What is the penalty for rent payment after the due date, grace period and notification requirements? If there is none, state "The document is silent on this"

Answer: There is a late fee of 5% of the total payment due if rent is not paid within 5 days of the due date. After the first 2 late payments in a year, any subsequent late payments constitute an Event of Default without additional notice or opportunity to cure. (Page 13)

#### 28. Residual Value Guarantee:

Question: Is there any reference to residual value guarantee ie after all rent payments, a guarantee of value of the underlying asset returned to the lessor at the end of the lease will be at least a specified amount? If yes, what is the amount? If there is none, state "The document is silent on this"

Answer: This document is silent on this. There is no reference to a residual value guarantee.

#### 29. Renewal Option:

Question: Is there an option for renewal or extension after the initial term and what are the conditions- describe in a few sentences? Include the process to exercise renewal option, give notices and deadline for its execution. If there is none state "The document is silent on this"

Answer: Yes, Tenant has the option to extend the lease for two additional 5-year periods. To exercise this, Tenant must provide written notice between 6-12 months prior to expiration of the then-current term. Rent during the renewal period will be at Fair Market Value. (Page 19)

### 30. Purchase Option:

Question: Does the lessee have option of purchasing the space and under what conditions? If none, state " There is no mention of a purchase option."

Answer: There is no mention of a purchase option.

### 31. Permitted Use:

Question: Extract all information about the permitted business operations or activities allowed and any restrictions

Answer: The permitted use is general office use, light assembly, warehousing, manufacturing, and data storage that aligns with Tenant's ordinary course of business. This is subject to applicable laws and restrictions on certain business operations stated on Page 6.

### 32. Exclusive Use:

Question: Does the lease state any provision of exclusive use for lessee? If yes, capture the scope, period, limitations and enforcement details. If not state " The document is silent on this"

Answer: This document is silent on this. There is no mention of any exclusive use provision.

### 33. Building Hours:

Question: What are the building hours of operation? If none are mentioned, state " The document is silent on this"

Answer: This document is silent on this. No building hours are specified.

### 34. Compliance with Laws and Regulations:

Question: Summarize all clauses that references federal, state, city lor town laws and regulations the tenant needs to comply with

Answer: Tenant shall comply with all applicable federal, state and local environmental laws and regulations. Tenant shall also promptly comply with all applicable laws, ordinances, orders, notices, rules and regulations of the federal, state and municipal governments. (Pages 6-7)

### 35. Alterations and Improvements:

Question: Summarize all clauses that references alterations or improvements permitted, restrictions, performance of work limitations and enforcement. If none are mentioned, state " The document is silent on this"

Answer: Tenant cannot make any alterations without Landlord's prior written consent. Minor non-structural alterations under \$2,500 do not require consent. Tenant shall use responsible contractors

approved by Landlord, and provide plans/specifications. Tenant is responsible for all costs and permits associated with alterations. (Page 8)

### 36. Access and Entry:

Question: Summarize all clauses that reference landlords rights to access and entry as well as any limitations on it. If none are mentioned, state " The document is silent on this"

Answer: Landlord may enter the Premises at reasonable times upon reasonable notice, or anytime without notice in an emergency. Landlord shall comply with Tenant's security requirements. (Page 10)

### 37. Subleasing and Assignment:

Question: Summarize the clause on subleasing and assignments. Identify and extract all information for obtaining consent or approval for both, the specific conditions and procedures for getting approval from the original landlord

Answer: Tenant cannot assign or sublease without Landlord's prior written consent, which shall not be unreasonably withheld. Tenant must provide details on the proposed assignee/sublessee. Landlord has 45 days to elect to recapture the space. If consent is given, Tenant remains liable under the lease. There is a \$1,000 fee for consenting. Details on unreasonable reasons to withhold consent are listed. Tenant can assign/sublease to a subsidiary or affiliate without consent. (Page 9)

### 38. Holdover:

Question: Summarize the holdover clause. Identify and extract all information on the duration and conditions under which a holdover fee may apply, the amount and consequences associated with holdover. If none are mentioned, state " The document is silent on this"

Answer: If Tenant fails to vacate after expiration, their occupancy shall be a tenancy at sufferance. For the first 90 days of holdover, rent shall be 110% of the then-current rent. After 90 days, rent shall be 150% of then-current rent. Holdover shall be month-to-month. (Page 19)

### 39. Surrender of Premises:

Question: Summarize the clause on surrender of premises. Extract the dates or timeline, condition in which to surrender the space, repairs and restoration, removal of property, notice & inspection and keys & access

Answer: At lease expiration, Tenant shall promptly quit and surrender the Premises in good order and condition, removing all furniture, fixtures, equipment, and data/telco cabling. (Page 19)

### 40. Co-Tenancy:



Question: Are there any terms and conditions of the co-tenancy specified in the document and the consequences or implications of changes in co-tenancy? If there is none, state " The document is silent on this"

Answer: This document is silent on this. There is no mention of co-tenancy.

#### 41. Repairs & Maintenance:

Question: What does the agreement specify regarding the obligation of the tenant for regular upkeep/regular maintenance/AMC's of certain systems or facilities within the space by the tenant? Describe all. If there is none, state " The document is silent on this"

Answer: Tenant shall keep and maintain the Premises in good order and condition, free of rubbish, and make all non-structural repairs. Tenant shall provide and pay for its own janitorial services. Tenant can request Landlord make certain repairs at Landlord's standard rate. (Page 10)

#### 42. Tenants' Insurance:

Question: What insurance coverage is the tenant required to obtain for coverage of their business or leased space? List all of them such as general liability, workers comp etc, the amount of coverage specified and who all should be covered - describe all the conditions?

Answer: Tenant shall obtain commercial general liability insurance (\$1M limit), fire and extended coverage insurance for alterations, workers comp insurance (statutory limits), employers liability insurance (\$500k limit), and commercial excess/umbrella insurance (\$2M limit). Policies shall name Landlord as additional insured. (Page 11)

#### 43. Utilities:

Question: What is the responsibility of tenant to obtain utilities directly from providers, list all specific ones and any conditions? If there is none, state " The document is silent on this"

Answer: Tenant shall directly pay all electric and gas utilities. Tenant shall reimburse Landlord for water and sewer utilities which are submetered based on Tenant's consumption. (Page 6)

#### 44. Services:

Question: Summarize the tenant services and amenities provided by the landlord, legal and financial compliance by landlord, emergency response and security.

Answer: This document is silent on services provided by Landlord. No amenities, emergency response, or security services are stated.

#### 45. Repairs & Maintenance:

Question: Summarize the clauses on landlord obligations for repairs and maintenance, landscaping, cleaning common areas, and ensuring the proper functioning of utilities, as well as promptly addressing repair requests from tenants

Answer: Landlord shall maintain the structural portions of the building as well as the HVAC system. Landlord shall contract for HVAC maintenance with costs charged to Tenant. If an HVAC unit needs replacement, Landlord pays and Tenant reimburses the amortized cost. (Page 10)

#### 46. Utilities:

Question: Summarize the clauses on utilities provided by the landlord as part of base rent or operating expenses and what happens if there are any overages. If there is none, state " The document is silent on this"

Answer: This document is silent on this. No utilities are provided by Landlord as part of base rent or operating expenses.

#### 47. Events of Default:

Question: Summarize what are the specific conditions or actions that could trigger a lessee default under the agreement

Answer: Failure to pay rent within 5 days of when due after first 2 late payments, failure to bond over a construction lien within 30 days, vacating the Premises while failing to pay rent, or failing to observe or perform any non-monetary agreements within 30 days after notice from Landlord. (Page 13)

#### 48. Landlord Remedies:

Question: Explain in detail what happens in the event of default, what are landlord remedies and cure period.

Answer: Upon an Event of Default, Landlord shall have the right to accelerate all rent for the remainder of the term, collect damages for unpaid rent and costs to relet, re-enter Premises to make repairs or alterations at Tenant's expense, terminate the Lease, cure Tenant's default at Tenant's expense, and charge interest at 8% on unpaid amounts. (Pages 13-14)

#### 49. Termination Notice Period:

Question: If the tenant does not wish to renew is there a notice period required for ending the initial term or does it automatically end? Explain, what are the conditions and procedures? If there is none, state " The document is silent on this"

Answer: This document is silent on this. There is no stated notice period if Tenant does not wish to renew. The initial term automatically ends on the stated expiration date of August 31, 2037 unless renewed.

#### 50. Unilateral Tenant Termination Rights:

Question: Does the tenant have the right to terminate the lease early, within the binding period of the agreement? If yes what conditions can trigger it, what is the notice required to do so and penalties if applicable? If tenant does not have any option to terminate state " Tenant cannot terminate this lease early"

Answer: Tenant can terminate the lease early after the 60th month by providing notice effective on the 72nd month of the lease term. Tenant must pay a termination fee equal to 6 months gross rent plus unamortized abated rent, brokerage fees, and tenant improvement allowance. (Page 17)

#### 51. Subordination, Attornment:

Question: Summarize all the clauses on subordination and attornment- listing both separately. If there is none, state " The document is silent on this"

Answer: The lease shall be subordinate to any present or future mortgages on the property. Tenant shall execute any instruments confirming subordination. Tenant shall attorn to any foreclosure sale purchaser as a direct lease. (Pages 12, 21)

#### 52. Destruction, Fire & Casualty:

Question: Summarize all the clauses on destruction of property, what happens in the event of fire or any such similar event of casualty. If there is none, state "The document is silent on this"

Answer: If the Premises are extensively damaged and Landlord reasonably estimates repairs will exceed 210 days, either party may terminate the Lease upon notice. If the Lease continues, Landlord shall complete restoration and rent shall abate until Premises can be used. (Page 12)

#### 53. Estoppel:

Question: Summarize in simple english the clause on estoppel, scope, preclusion of contradictory claims and enforceability. If there is none, state " The document is silent on this"

Answer: This document is silent on this. There is no estoppel clause.

#### 54. Indemnity:

Question: Summarize all clauses in simple english on scope of indemnification, indemnification trigger events, limitations and exclusions, notice and defense obligations, survival of indemnity obligations and enforceability and remedies. If there is none, state "The document is silent on this"

Answer: Tenant shall indemnify, defend and hold harmless Landlord from any liability or claims arising from Tenant's use of the Premises or any negligence or misconduct of Tenant. Landlord shall indemnify, defend and hold harmless Tenant from any liability or claims arising from Landlord's negligence or misconduct. (Page 11)

55. Eminent Domain, Condemnation:

Question: Summarize all clauses in simple english on eminent domain and condemnation. If there is none state, " The document is silent on this"

Answer: If a taking renders the Building unsuitable, either party may terminate the Lease upon notice. If the Lease continues, rent shall abate until the Premises can be used. Tenant may make a claim against the condemnor. (Page 12)

56. Landlord Address for Notices:

Question: What is the complete physical address to send notices to lessor?

Answer: Briarwood Acquisition LLC, 40 Airport Road, Lakewood, NJ 08701 (Page 16)

57. Landlord Contact:

Question: Who is the landlord contact for notices- capture the first and last name?

Answer: This document does not specify a contact name for Landlord notices.

58. Landlord Contact Information:

Question: If email or phone number is provided for the landlord contact for notices, capture that

Answer: No email or phone number is provided for Landlord contact.

59. Tenant Address for Notices:

Question: What is the complete physical address to send notices to lessee?

Answer: Prior to Commencement Date: Quantum Corporation, 224 Airport Parkway, Suite 550, San Jose, CA 95110, Attn: Sonny Saluda. After Commencement Date: Quantum Corporation, 10770 East Briarwood Avenue, Centennial, CO 80112, Attn: Sonny Saluda. (Page 16)

60. Tenant Contact:

Question: Who is the tenant contact for notices- capture the first and last name?

Answer: Sonny Saluda (Page 16)

61. Tenant Contact Information:

Question: If email or phone number is provided for the tenant contact for notices, capture that

Answer: Email: sonny.saluda@quantum.com, Phone: (720) 469-2767 (Page 16, Page 24)

Page numbers referenced are from the rental agreement document.