

Tenant: QUANTUM  
CORPORATION

## LEASE

THIS LEASE ("Lease") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, between BRIARWOOD ACQUISITION LLC, a Delaware limited liability company ("Landlord"), with its principal place of business at 40 Airport Road, Lakewood, NJ 08701, and Quantum Corporation, a Delaware corporation ("Tenant"), with its principal place of business at 224 Airport Parkway, #550, San Jose, CA 95110. In consideration of the mutual covenants stated below, and intending to be legally bound, the parties covenant and agree as follows:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord Waterpark at Briarwood Building 3 (the "Building") located at 10770 East Briarwood Avenue, Centennial, Colorado 80112 (the "Premises") subject to the terms hereof. The parties stipulate and agree, subject to Tenant's verification right set forth below, that the Building consists of 74,736 rentable square feet of space. The Building is situated on that certain parcel of real property (the "Property") legally described in Exhibit A. Tenant shall have the non-exclusive right, subject to the provisions hereof, including any reasonable rules and regulations adopted from time to time by Landlord and any easements, declarations, covenants, conditions, and restrictions now or hereafter recorded with respect to the Property, governing the use thereof, to use all Appurtenances as hereinafter defined, the common areas, as designated by Landlord including without limitation, all plazas, walkways, sidewalks, parking areas and facilities, and other facilities, areas and appurtenances of the Building, any other buildings or the Property, as may be designated from time to time by Landlord (collectively "Appurtenances"). The Building, any other buildings now or hereinafter constructed on the Property, and the Property are hereinafter sometimes collectively called the "Building Complex".

Prior to occupancy of the Premises, Tenant shall have the one-time right to measure and confirm the amount of rentable square foot space contained in the Building in accordance with the American National Standard of Measuring Floor Area in Office Buildings of the Building Owner and Managers Association International (ANSI 265-1996). Any such measurement must be completed prior to the commencement of any Tenant Improvement Work.

Landlord shall deliver the Premises in its "as is" condition and in broom clean condition but subject to the Landlord's obligations as set forth in the Tenant Improvement Work Agreement attached as Exhibit D and incorporated herein by this reference.

Tenant and its authorized agents, employees and contractors shall have the right, at Tenant's own risk, expense and responsibility, upon the mutual execution of this Lease to enter the Premises for the purpose of taking measurements and commencing the Tenant Improvement Work including installing its furnishings, fixtures and equipment, and Tenant will complete any interior upgrades including carpet, walls, signage, etc. at its own expense, subject to any Landlord provided Tenant Improvement Allowance as provided in Exhibit D; provided that Tenant, in so doing, shall comply with the following provisions:

(i) Tenant shall first obtain the approval of Landlord of the specific work it proposes to perform and shall furnish Landlord with reasonably detailed plans and specifications, for which Landlord shall not unreasonably delay or withhold its approval;

(ii) The work shall be performed by responsible contractors and subcontractors who shall not unreasonably prejudice Landlord's relationship with Landlord's contractors or subcontractors or the relationship between such contractors and their subcontractors or employees, or disturb harmonious labor relations, and who shall furnish in advance and maintain in effect worker's compensation insurance in accordance with statutory requirements and comprehensive public liability insurance (naming Landlord and Landlord's contractors and subcontractors as additional insureds) with limits reasonably satisfactory to Landlord;

(iii) No such work shall be performed in such manner or at such times as to cause any delay in connection with any work being done by any of the Landlord's contractors or subcontractors in the Building or Building Complex generally;

(iv) Tenant and its contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in the performance of such work, for the removal of waste and debris resulting therefrom, and for any damage caused by them to any installations or work performed by Landlord's contractors and subcontractors.

2. **TERM.** The Term of this Lease shall commence on March 1, 2022 (the "Commencement Date"). The Term shall be for a period of 186 months ("Term") from the Commencement Date, ending on the last day of the 186<sup>th</sup> full calendar month after the Commencement Date. The Commencement Date shall be confirmed by Landlord and Tenant by the execution of a Confirmation of Lease Term ("COLT") in the form attached hereto as Exhibit B. If Tenant fails to execute or object to the COLT within ten (10) business days after its delivery, Landlord's determination of such dates with written notice to Tenant shall be deemed accepted by Tenant.

3. **FIXED RENT.**

(a) Commencing on the Commencement Date and on the first (1st) day of each month thereafter during the Term, Tenant shall pay to Landlord without notice or demand, and without set-off, deduction or counterclaim the monthly installment of annual Fixed Rent as set forth below by check sent to Landlord, Briarwood Acquisitions LLC, c/o Cushman & Wakefield P.O. Box 912815, Denver, CO 80291-2815, plus any charges set forth in Articles 4 and 5 below. In the event that the Commencement Date is a day other than the first day of a month, Fixed Rent and Additional Rent (as defined below) shall be prorated.

<b>Term</b>	<b>Annual Fixed Rent</b>	<b>Monthly Installment</b>
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.**

(b) If any amount due from Tenant is not paid to Landlord when due, Tenant shall also pay as Additional Rent (as defined in Article 4 hereof) a late fee of five (5%) percent of the total payment then due. The late fee shall accrue on the fifth (5<sup>th</sup>) day after the initial date of a payment's due date, irrespective of any grace period granted hereunder.

4. **ADDITIONAL RENT.** Commencing on the Commencement Date, (specifically excluding months 1-6 of the Term ) and in each calendar year thereafter during the Term, Tenant shall pay in advance on a monthly basis to Landlord, Tenant's Share of the "Operating Expenses", without deduction, counterclaim or setoff. Tenant's Share of the Building is 100%, which is (74,736) / (74,736). Tenant's Share of the Building Complex is 36.04653%, which is (74,736) / (207,332), which Share may increase or decrease as the Building Complex size increases or decreases. The Estimated Operating Expenses for year 2021 are \$8.73 per square foot. Each of the Operating Expenses shall for all purposes be treated and considered as Additional Rent. Tenant shall pay, in monthly installments in advance, on account of Tenant's Share of Operating Expenses, the estimated amount of such Operating Expenses for such year, as determined by Landlord in its reasonable discretion and provided to Tenant in advance each year. At least sixty (60) days prior to the end of the calendar year in which the Lease commences and thereafter for each successive calendar year (each, a "Lease Year"), or part thereof, Landlord shall send to Tenant a statement of projected increases in Operating Expenses and shall indicate what Tenant's Share of Operating Expenses shall be. As soon as administratively available, but not later than four (4) months after the end of any calendar year, Landlord shall send to Tenant a statement of actual Operating Expenses for the prior Lease Year showing the Share due from Tenant, if any. In the event the amount prepaid by Tenant exceeds the amount that was actually due Landlord shall issue a credit to Tenant in an amount equal to the over charge, which credit Tenant may apply to future payments on account of Operating Expenses until Tenant has been fully credited with the over charge. In the event Landlord has undercharged Tenant, then Landlord shall send Tenant an invoice with the additional amount due, which amount shall be paid in full by Tenant within thirty (30) days after receipt of same as Additional Rent.

The term "Operating Expenses" as used herein shall mean all expenses, costs and disbursements of every kind and nature including appropriate reserves (but not replacement of capital investment items, except as hereinafter provided, nor costs specifically billed to and paid by specific tenants) which Landlord shall pay or become obligated to pay because of or in connection with the ownership, operation and maintenance of the Premises and the Building Complex, including but not limited to, the following:

(a) reasonable wages and salaries of all employees, excluding the manager, which is provided for below, for only those periods of time when the employee(s)' services are solely committed to the operation, repair, replacement, maintenance or security of the Building and the common areas of the Building Complex, including payroll taxes, insurance, other employee benefits and overhead related thereto;

(b) all supplies and materials solely used in the operation and maintenance of the Building and the common areas of the Building Complex, including holiday decorations;

(c) costs of all utilities and maintenance of utility systems for the Building and the common areas of the Building Complex, including but not limited to the cost of water, power, heating, lighting, air conditioning, ventilating, sewer and trash disposal, except for those costs billed to Tenant as provided herein or those costs billed to or paid by other tenants of the Building Complex;

(d) costs of all third party maintenance and service agreements for the Building and the common areas of the Building Complex, including, but not limited to, alarm service, janitorial service, window cleaning, security service, elevator maintenance, grounds maintenance and heating, ventilating and air conditioning systems to the extent such agreements are not separately billed to or paid by other tenants of the Building Complex;

(e) costs of all insurance relating to the Building and the common areas of the Building Complex, including, without limitation, the cost of casualty, liability and property damage insurance applicable to the Building and the common areas of the Building Complex and Landlord's personal property used in connection therewith;

(f) costs of any repairs and general maintenance to the Building and the common areas of the Building Complex, or any part thereof and the equipment therein (excluding repairs and general maintenance paid by proceeds of insurance, by Tenant or by other third parties, and alterations attributable solely to tenants of the Building Complex);

(g) capital investment items, excluding costs of the original construction of the Building or Building Complex, (amortized over the useful life of such item) which reduce Operating Costs or which are required by any governmental order, including the cost of compliance with any laws affecting the Building and the common areas of the Building Complex;

(h) reasonable professional management fees to manage the Building and the common areas of the Building Complex, that include rental for the manager's office space and costs of supplying the manager with necessary office equipment and storage space in the Building Complex, and any amounts directly charged to the Building Complex for the manager's salary plus benefits;

(i) accounting, inspection, legal and other consultation fees or expenses of enforcing the rules and regulations of the Building and the common areas of the Building Complex which are incurred in the ordinary course of operating the Building and the common areas of the Building Complex including, without limitation, fees charged by consultants retained by Landlord for services that are intended to produce a reduction in Operating Costs, reduce the rate of increase in Operating Costs, or reasonably improve the operation, maintenance, or state of repair of the Building and the common areas of the Building Complex, and any dues or other assessments charged or imposed as a result of the inclusion of the Building and the common areas of the Building Complex in any metropolitan district or property owners association or sub-association;

(j) costs incurred by Landlord, or its agents, in engaging experts or other consultants to assist them in making the financial computations required hereunder;

(k) all real estate taxes and assessments, including without limitation special assessments, imposed upon the Building and the common areas of the Building Complex by any governmental bodies or authorities, and all charges specifically imposed in lieu of such taxes and any reasonable costs incurred in connection with appealing or contesting such assessments. The term "taxes" as used in this paragraph (k) shall not include state, local or federal personal and corporate income taxes measured by the income of Landlord; estate and inheritance taxes, franchise, succession and transfer taxes; interest on taxes and penalties resulting from failure to pay real estate taxes; and ad valorem taxes on Landlord's personal furniture and furnishings, and on Landlord's leasehold improvements to the extent that the same exceed standard building allowances.

(l) costs for lighting, heating and cooling, painting and cleaning the Building and the common areas of the Building Complex, costs of maintenance, lighting, sanding, paving repairs, restriping, regrading and general maintenance of parking areas, snow and ice removal, rubbish removal and landscaping but excluding those costs billed directly to Tenant or those costs billed to or paid by other tenants of the Building Complex;

(m) costs of licensing, permits, service and usage charges, costs of compliance with all rules and regulations and orders of governmental authorities pertaining to the Building and the common areas of the Building Complex, including those related to engineering and environmental issues, air pollution control and monitoring air quality, and any costs of any environmental clean-up undertaken by Landlord.

Tenant will have the right, at its own cost and expense, to inspect and audit Landlord's books and records with respect to Operating Expenses, Taxes, Insurance Costs and Utilities Costs covered by such Actual Statement (an "Audit"), provided that Tenant provides Landlord 30 days' prior notice of Tenant's intention to conduct such Audit, which notice must be delivered to Landlord on or before the date that is one hundred twenty (120) days after Tenant's receipt of the applicable Actual Statement (including an Actual Statement received after the expiration or earlier termination of the Term). All such Audits shall be performed by an independent national or regional company with experience in performing such Audits. Audit requests shall be limited to the immediately preceding two (2) calendar years, and the year in which the Base Rent is calculated if such year is not within the said two (2) year period. No Audit may be conducted for a calendar year, or portion thereof, which falls outside the Term of this Lease. If the conclusion of the Audit

reveals that the amount charged by Landlord for Operating Expenses, Taxes, Insurance Costs and Utilities Costs was greater than actual Operating Expenses, Taxes, Insurance Costs and Utilities Costs, Landlord will credit against Rent next coming due after the completion of the Audit (or if the Term has expired, Landlord will pay to Tenant within 30 days after the completion of the Audit) the amount due to Tenant based on such difference, and if such conclusion of the Audit is that the amount charged by Landlord for Operating Expenses, Taxes, Insurance Costs and Utilities Costs was less than actual Operating Expenses, Taxes, Insurance Costs and Utilities Costs, Tenant will pay to Landlord the amount due from Tenant based on such difference within thirty (30) days after the completion of the Audit. If the Audit shows that the amount charged by Landlord for Operating Expenses, Taxes, Insurance Costs and Utilities Costs was less than or equal to the actual Operating Expenses, Taxes, Insurance Costs and Utilities Costs, Tenant will be responsible for its own costs and expenses related to the Audit and will pay Landlord as Rent Landlord's actual and reasonable costs associated with an Audit. If an Audit shows that the amount charged by Landlord for Operating Expenses, Taxes, Insurance Costs and Utilities Costs was greater than 102% of the actual Operating Expenses, Taxes, Insurance Costs and Utilities Costs, Landlord will be responsible for its own costs and expenses related to the Audit and will reimburse Tenant for the actual and reasonable costs charged by the accounting firm retained by Tenant, if any, to conduct the Audit, excluding travel and lodging expenses up to a total reimbursement not to exceed \$7,500.00. In all other cases, each party will be responsible for its own costs and expenses related to the Audit.

5. UTILITIES CHARGES. Tenant shall directly pay all service providers for electric and gas utilities consumed in the Premises and shall be solely responsible for such utility charges and will remit payment directly to the utility provider. Landlord shall be responsible for providing water and sewer service for the Premises using separate meters from the remainder of the Building Complex with Tenant being responsible for reimbursing Landlord for the cost consumed only at the Building, paying such charges as Additional Rent. Tenant's obligations for the payment of the costs incurred for utilities that serve the Premises during the Term of this Lease shall survive such termination.

6. SIGNS; USE OF PREMISES AND COMMON AREAS. Landlord shall be responsible to provide identification signage at the entrance to the Premises. In addition, the Landlord shall grant to Quantum Corporation the right to maintain prominent backlit on-building or monument signage on East Briarwood Avenue subject to city and Landlord's approval which will not be unreasonably withheld, and architectural guidelines or other restrictions by authorities having jurisdiction. The cost of such signage shall be at Tenant's cost and expense, subject to Tenant's use of any Tenant Improvement Allowance as provided in Exhibit D. No other signs shall be placed, erected or maintained by Tenant at any place upon the Premises or Building unless approved in advance by the Landlord as to design, materials and installation, which approval shall not be unreasonably withheld by Landlord. Tenant's use of the Premises shall be limited to general office use, light assembly, warehousing, manufacturing, and data storage that aligns with the ordinary course of Tenant's business, ("Permitted Use"). The Permitted Use shall be subject to all applicable laws and governmental rules and regulations and to all reasonable requirements of the insurers of the Building. Tenant shall have the right, non-exclusive and in common with others, to use (i) the common areas, including without limitation, the exterior paved driveways, loading area and walkways of the Building for vehicular and pedestrian access to the Building, and (ii) the

internal common area, including elevators. Except in instances beyond the control of Landlord, Tenant shall have access to the Premises twenty four (24) hours per day seven (7) days per week.

The Leased Premises shall not be used for any improper or unlawful purpose, or for the carrying on of any barter, trade, or exchange of goods, or sales through promotional give-away gimmicks, or any business involving the sale of second-hand goods, insurance salvage stock, or fire sale stock, and shall not be used for any auction or pawnshop business, any fire sale, bankruptcy sale, going-out-of-business sale, moving sale, bulk sale, or any other business which, because of merchandising methods or otherwise, would tend to lower the first-class character of the Building Complex. Except for the Permitted Use, Tenant agrees that it will not store, do or permit anything to be done in or about the Premises, or keep, use, sell, or offer for sale in or upon the Premises any article which may be prohibited by any insurance policy in force from time to time covering the Building Complex or which would cause the cancellation of any such insurance policies. In the event Tenant's occupancy or conduct of business in or on the Premises, whether or not Landlord has consented to the same, results in any increase in premiums for the insurance carried from time to time by Landlord with respect to only the Building, Tenant shall pay any such increase in premiums as Additional Rent within twenty (20) calendar days after bills for such additional premiums shall be rendered by Landlord, except where such increase is a related to Tenant's reasonable use of shipping trucks in conducting Tenant's business. In determining whether increased premiums are a result of Tenant's use or occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Building showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up such rate. Tenant shall promptly comply with all reasonable requirements of the insurance authority or of any insurer now or hereafter in effect relating to the Premises.

## 7. ENVIRONMENTAL MATTERS.

A. Tenant warrants, covenants and agrees to conduct its business and operations on and from the Premises in strict compliance and accord with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives now in force or which may hereafter be in force, including, but not limited to, the following: Clean Air Act; Clean Water Act; Resource Conservation and Recovery Act; Toxic Substances Control Act; Hazardous Materials Transportation Act; Comprehensive Environmental Response, Compensation and Liability Act; Emergency Planning and Community Right to Know Act; and all state law counterparts, including, without limitation, the Colorado Hazardous Waste Management Act (collectively referred to as "Environmental Laws"), and any amendments to any such Environmental Laws, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage to the soil, air, surface or groundwater resources at the Premises and surrounding property, nor cause, suffer or permit any condition constituting a nuisance violation of or resulting in liability under any Environmental Laws. Except for such as are a part of the ordinary course of Tenant's business and the Permitted Use and which are used in compliance with all Environmental Laws, Tenant shall not cause or allow anyone else to cause any Hazardous Materials, as herein defined, to be used, generated, stored, brought onto, or disposed of on or about the Leased Premises or the Building Complex without the prior written consent of Landlord, which consent can be withheld at the sole discretion of Landlord, and may be revoked at any time. Tenant shall provide Landlord with immediate notice of any violation of

its Environmental Obligations or of any spill, release or discharge of any Hazardous Materials at or affecting the Premises or the Building Complex. For purposes of this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is regulated or becomes regulated under any applicable Environmental Laws. The foregoing obligations of Tenant shall hereinafter collectively be referred to as the "Environmental Obligations." Tenant shall assume sole and full responsibility for and shall remedy at its sole expense all violations by Tenant of such Environmental Obligations.

B. At the commencement of this Lease and on January 1 of each year following the Commencement Date throughout the Term of this Lease, Tenant shall disclose to Landlord the names and amounts of any Hazardous Materials which were stored, used or disposed of on the Premises, if any, in the preceding Lease year that had not been previously disclosed to Landlord. Tenant shall have no obligation to list or disclose any common office or cleaning supplies that are readily available for purchase from regular retail outlets.

C. Landlord, and its agents, shall have the right, but not the duty, to inspect the Premises and conduct tests and investigations at any time to determine whether Tenant is complying with the terms of this Lease. If Landlord determines from any such inspection, tests or investigations that a material violation of Tenant's environmental obligations exists or existed with respect to Hazardous Materials, Tenant shall pay to Landlord, upon demand and in addition to all other damages provided for herein, all of Landlord's reasonable costs of such inspection, tests and investigations.

D. In the event, of any violation of, or failure to comply with, any of the Environmental Obligations, Tenant agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean-up, clean up-related activities and all other remedial action required under applicable Environmental Law. Tenant covenants and agrees to protect, indemnify and hold Landlord harmless from and against any and all obligations, claims, including any investigations, administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including, without limitation, any liability arising under any Environmental Laws, plus reasonable attorneys' fees, incurred by or asserted against Landlord resulting from any failure of Tenant to comply with the Environmental Obligations, including Tenant's use and storage of Hazardous Materials at the Leased Premises. Landlord shall have the right to defend itself in any action, suit or proceeding commenced against Landlord as a result of Tenant's violation of or failure to comply with the Environmental Obligations, with attorneys and, as necessary, technical consultants chosen by Landlord, and Tenant agrees to pay to Landlord all reasonable attorneys' fees, reasonable consultant fees, and other reasonable costs in connection therewith incurred by Landlord. In addition, Landlord shall have the right, but not the obligation, to cure Tenant's violation of or failure to comply with the Environmental Obligations, at Tenant's sole expense, and Tenant shall promptly, upon receipt of demand therefor, reimburse Landlord for all reasonable amounts expended in connection with such cure. Landlord shall use reasonable efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby provided that Landlord acts in a commercially reasonable manner. Neither the written consent by Landlord to the use, generation, storage or disposal of Hazardous Materials, nor the compliance by Tenant with all Environmental Laws shall excuse Tenant from its indemnification of Landlord hereunder, which such indemnification shall survive the termination of this Lease for a period of five (5) years.



E. Landlord covenants and agrees to protect, indemnify and hold Tenant harmless from and against any and all obligations, claims, including any investigations, administrative claims and claims for injunctive relief, loss, cost, damage expense or liability, including without limitation any liability arising under any Environmental Laws, plus reasonable attorneys' fees, incurred by or asserted against Tenant resulting from any failure of Landlord to comply with any Environmental Laws or regulation, with respect to the Leased Premises. Tenant shall have the right to defend itself in any action, suit or proceeding commenced against Tenant as a result of Landlord's violation of or failure to comply with Environmental Laws or regulations, with respect to the Leased Premises, with attorneys and, as necessary, technical consultants chosen by Tenant, and Landlord agrees to pay to Tenant all reasonable attorneys' fees, reasonable consultant fees, and other reasonable costs in connection therewith incurred by Tenant. Landlord's obligations hereunder shall survive the termination of this Lease for a period of five (5) years.

8. TENANT'S ALTERATIONS. Tenant will not cut or drill into or secure any fixture, apparatus or equipment or make alterations, improvements or physical additions (collectively, "Alterations") of any kind to any part of the Premises without first obtaining the written consent of Landlord, such consent not to be unreasonably withheld. Notwithstanding anything in this Lease to the contrary, all furniture, trade fixtures and equipment installed by or for Tenant, its assignees or sublessees shall be removed by Tenant at the termination of this Lease. Tenant shall be permitted to make minor non-structural alterations without first securing Landlord's consent. A minor alteration shall be one reasonably expected to cost less than \$2,500.00 to complete.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, assign this Lease or any interest herein or sublet the Premises or any part thereof. Any of the foregoing acts without such consent shall be void. If at any time during the Term, Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord of such desire, including the name, address and contact party for the proposed assignee or subtenant, the effective date of the proposed assignment or sublease (including the proposed occupancy date by the proposed assignee or sublessee), and in the instance of a proposed sublease, the square footage to be subleased, a floor plan professionally drawn to scale depicting the proposed sublease area, and a statement of the duration of the proposed sublease (which shall in any and all events expire by its terms prior to the scheduled expiration of this Lease, and immediately upon the sooner termination hereof). Landlord may, at its option, exercisable by notice given to Tenant within forty-five (45) days next following Landlord's receipt of Tenant's notice, elect to recapture the Premises if Tenant is proposing to sublet or terminate this Lease in the event of an assignment. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder for the remainder of the then current Lease Term, unless Landlord expressly consents to release Tenant from the same. Landlord shall be entitled to a \$1,000.00 fee for consenting to any sublet or assignment.

The parties agree that it shall not be unreasonable to Landlord to withhold its consent to any assignment and release of the Guarantor or sublease if: (i) the proposed assignee or sublessee shall have a net worth which is less than the net worth of the existing Tenant; (ii) the proposed assignee or sublessee shall have no reliable credit history or an unfavorable credit history, or other

reasonable evidence exists that the proposed assignee or sublessee will experience difficulty in satisfying its financial or other obligations under this Lease; (iii) the proposed assignee or sublessee, in Landlord's reasonable opinion, is not reputable and of good character using prevailing community norms for commercial tenants; (iv) the portion of the Premises requested to be subleased renders the balance of the Premises unleaseable as a separate area; (v) Tenant is proposing a sublease at a rental rate which is less than the then fair market rental rate for the portion of the Premises being subleased or assigned, or Tenant is proposing to assign or sublease to an existing tenant of the Building or another property owned by Landlord, or to another prospect with whom Landlord or its partners, or their affiliates have been negotiating prior to receipt of Tenant's request for Landlord's consent; or (vi) the nature of such party's proposed business operation would or might reasonably permit or require the use of the Premises in a manner inconsistent with the "Permitted Use" specified herein, would or might reasonably otherwise be in conflict with express provisions of this Lease, would or might reasonably violate the terms of any other lease for the Building, or would, in Landlord's reasonable judgment, otherwise be incompatible with other tenancies in the Building.

Notwithstanding anything in this Article 9 to the contrary, Tenant shall have the right without prior written consent of Landlord to assign or sublease this Lease to any subsidiary or affiliate of Tenant or any entity resulting from a merger or consolidation with Tenant, or any entity succeeding to the business and assets of Tenant.

10. LANDLORD'S RIGHT OF ENTRY. Subject to Tenant's then current security requirements, Landlord and persons authorized by Landlord may enter the Premises at all reasonable times upon reasonable advance notice (or any time without notice in the case of an emergency). Landlord shall not be liable for inconvenience to or disturbance of Tenant by reason of any such entry; provided, however, that in the case of repairs or work, such shall be done, so far as practicable, so as to not unreasonably interfere with Tenant's use of the Premises.

11. REPAIRS AND MAINTENANCE. Landlord, shall be responsible to keep in good condition and repair the structural portions of the Building, including structural external walls and roof, slab floor, and any other structural components of the Building. The cost of any such maintenance and repairs shall be at Landlord's sole cost and expense except for those necessitated by the actions of Tenant. Tenant, at its sole cost and expense, shall keep and maintain the Premises in good order and condition, free of rubbish, and shall promptly make all non-structural repairs necessary to keep and maintain such good order and condition. Landlord shall be responsible for maintenance, and repairs and replacements of the HVAC system currently in place for the Building, and will contract directly with a service provider to accomplish the same with the cost to be charged to Tenant. If an HVAC unit must be replaced during the Term, the Landlord shall pay for such replacement; provided that Tenant shall pay as Additional Rent, the monthly installments of the annual amortization (calculated on a straight-line basis over 15 years) of the replacement cost of the HVAC system for each year during the Term of the Lease following the year that the unit was replaced. Tenant shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of any heating and or cooling systems installed by Tenant. Tenant shall have the option of replacing lights, ballasts, tubes, ceiling tiles, outlets and similar equipment itself or it shall have the ability to advise Landlord of Tenant's desire to have Landlord make such repairs. If requested by Tenant, Landlord shall make such repairs to the Premises within a reasonable time of notice to Landlord and shall charge Tenant for such services at Landlord's

standard rate (such rate to be competitive with the market rate for such services). When used in this Article 11, the term “repairs” shall include replacements and renewals when necessary. All repairs made by Tenant or Landlord shall utilize materials and equipment which are at least equal in quality and usefulness to those originally used in constructing the Building and the Premises.

Tenant shall provide and pay for its own janitorial expenses for the Building.

12. INSURANCE; SUBROGATION RIGHTS. Tenant shall obtain and keep in force, during the Term hereof, at its own expense, commercial general liability insurance, the limits of such policy or policies to be an amount not less than One Million Dollars (\$1,000,000); fire and extended coverage insurance covering all alterations, improvements made or placed by Tenant; workers’ compensation insurance no less than statutorily required amounts, in any state where Tenant employees are located; employers’ liability insurance with limits not less than Five Hundred Thousand Dollars (\$500,000); and commercial excess or umbrella insurance with a limit of not less than Two Million Dollars (\$2,000,000) covering all underlying policies, except for workers’ compensation. Tenant shall also require any third-party movers to procure and deliver to Landlord a certificate of insurance naming Landlord as an additional insured. Tenant shall at its sole cost and expense, maintain in full force and effect on all Tenant’s trade fixtures, equipment and personal property on the Premises, a policy of property insurance covering the full replacement value of such property. All liability insurance required hereunder shall name Tenant as insured and Landlord as additional insured, and, if requested by Landlord, shall also name as an additional insured any mortgagee or holder of any mortgage which may be or become a lien upon any part of the Premises. Prior to the commencement of the Term, Tenant shall provide Landlord with certificates which evidence that the coverages required have been obtained for the policy periods. Tenant shall also furnish to Landlord throughout the Term replacement certificates reflecting updated coverage information following applicable insurance renewal dates. All the insurance required under this Lease shall be issued by insurance companies with a financial rating of at least an A-VII as rated in the most recent edition of Best’s Insurance Reports and in business for the past five years. The limit of any such insurance shall not limit the liability of Tenant hereunder. If Tenant fails to maintain such insurance, Landlord may, but is not required to, procure and maintain the same, at Tenant’s expense to be reimbursed by Tenant as Additional Rent within thirty (30) days of written demand.

Tenant shall not self-insure without Landlord’s prior written consent. Each party hereto, and anyone claiming through or under them by way of subrogation, waives and releases any cause of action it might have against the other party and their respective employees, officers, members, partners, trustees and agents, on account of any loss or damage that is insured against under any insurance policy required to be obtained hereunder. Each party agrees that it shall cause its insurance carrier to endorse all applicable policies waiving the carrier’s right of recovery under subrogation or otherwise against the other party.

13. INDEMNIFICATION. (a) Tenant shall defend, indemnify and hold harmless Landlord, and their respective employees and agents from and against any and all third-party claims, actions, damages, liability and expense (including all reasonable attorney’s fees, expenses and liabilities incurred in defense of any such claim or any action or proceeding brought thereon) arising from any activity, work or things done, permitted or suffered by Tenant or its agents, licensees or invitees in or about the Premises or the Building contrary to the requirements of this

Lease, and any negligence or willful act of Tenant or any of Tenant's agents, contractors, employees or invitees. Without limiting the generality of the foregoing, Tenant's obligations shall include any case in which Landlord shall be made a party to any litigation commenced by or against Tenant, its agents, subtenants, licensees, concessionaires, contractors, and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord and in connection with such litigation, after notice to Tenant and Tenant's refusal to defend such litigation, and upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

(b) Landlord shall defend, indemnify and hold harmless Tenant and its respective employees, agents and approved subtenants from and against any and all third-party claims, actions, damages, liability and expense (including all attorney's fees, expenses and liabilities incurred in defense of any such claim or any action or proceeding brought thereon) arising from any activity, work or things done, permitted or suffered by Landlord in or about the Premises or the Building and the Building Complex contrary to the requirements of the Lease, any breach or default in the performance of any obligation of Landlord's part to be performed under the terms of this Lease, and any negligence or willful act of Landlord or any of Landlord's agents, contractors, employees or invitees. Without limiting the generality of the foregoing, Landlord's obligations shall include any case in which Tenant shall be made a party to any litigation commenced by or against Landlord, its agents, subtenants, licensees, concessionaires, contractors, customers or employees, then Landlord shall defend, indemnify and hold harmless Tenant and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Tenant in connection with such litigation, after notice to Landlord and Landlord's refusal to defend such litigation, and upon notice from Tenant shall defend the same at Landlord's expense by counsel satisfactory to Tenant.

14. FIRE, CASUALTY DAMAGE. If (i) the casualty damage is of a nature or extent that, in Landlord's reasonable judgment, the repair and restoration work would require more than two hundred ten (210) consecutive days to complete after the date of the casualty (assuming normal work crews not engaged in overtime), or (ii) more than thirty (30%) percent of the total area of the Premises or the Building is extensively damaged, or (iii) the casualty occurs in the last two (2) Lease Years of the Term and Tenant has not exercised a renewal right or (iv) insurance proceeds are unavailable or insufficient, either party shall have the right to terminate this Lease and all the obligations of the parties hereto not yet accrued, by sending written notice of such termination to the other within sixty (60) days of the date of casualty. Such notice is to specify a termination date no less than thirty (30) days after its transmission. In the event of damage or destruction to the Premises or any part thereof as set forth in subsections (i), (ii) or (iii) above and neither party has terminated this Lease, Landlord shall promptly complete the restoration of the Building and the Premises, restoring the same to the condition that existed prior to the event of casualty and Tenant's obligation to pay Fixed Rent and Additional Rent shall be equitably adjusted or abated for such time as the Premises, or such portion thereof, is not capable of being used by Tenant for its Permitted Use.

15. SUBORDINATION; RIGHTS OF MORTGAGEE. This Lease shall be subordinate at all times to the lien of any mortgages now or hereafter placed upon the Premises and/or Building and land of which they are a part without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination. Tenant further agrees to execute and

deliver within twenty (20) days of demand such further instrument evidencing such subordination and attornment as shall be reasonably required by any mortgagee. If any person succeeds to all or part of Landlord's interest in the Premises and/or Building, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale or otherwise, this Lease shall not terminate or be terminable by Tenant, and Tenant shall, without charge, attorn to such successor-in-interest. If Landlord shall be or is alleged to be in default of any of its obligations owing to Tenant under this Lease, Tenant shall give to the holder of any mortgage (the "Mortgagee") now or hereafter placed upon the Premises and/or Building, notice by overnight mail of any such default which Tenant shall have served upon Landlord. Tenant shall not be entitled to exercise any right or remedy as there may be because of any default by Landlord without having given such notice to the Mortgagee. If Landlord shall fail to cure such default, the Mortgagee shall have forty-five (45) additional days within which to cure such default.

16. CONDEMNATION. If in Landlord's reasonable judgment a taking by a party with the power of eminent domain renders the Building unsuitable, this Lease shall, at either party's option, terminate as of the date title to the condemned real estate vests in the condemnor, and the Rent herein reserved shall be apportioned and paid in full by Tenant to Landlord to that date and all Rent prepaid for any period beyond that date shall forthwith be repaid by Landlord to Tenant and neither party shall thereafter have any liability hereunder. If this Lease is not terminated after any such taking or condemnation, the Fixed Rent and the Additional Rent shall be equitably reduced in proportion to the area of the Premises which has been taken for the balance of the Term and Landlord shall be responsible for making any such repairs to the Premises, as necessary. Tenant shall have the right to make a claim against the condemnor for moving expenses and business dislocation damages.

17. ESTOPPEL CERTIFICATE. Each party agrees at any time and from time to time, within ten (10) days after the other party's written request, to execute and deliver to the other party a written instrument in recordable form certifying all information regarding the status of this Lease, as reasonably requested.

18. DEFAULT. If Tenant fails to pay any installment of Rent, within five (5) days of when due, Landlord shall notify Tenant that such payment has not been received by Landlord provided, however, that Landlord shall give Tenant written notice of a monetary default no more than two (2) times in each calendar year, and Tenant shall not be in default hereunder if it pays the amount due within five (5) days of the date of such notice. Any subsequent failure to pay amounts due on the date when due during such calendar year shall constitute an immediate Event of Default hereunder, without additional notice or opportunity to cure. The late fee set forth in Article 3 hereof shall be due on the first day after such payment is due. If (i) Tenant fails to bond over a construction or mechanics lien within thirty (30) days of demand or knowledge thereof; (ii) Tenant "vacates" the Premises (other than in the case of a permitted subletting or assignment) or permits the same to be unoccupied and fails to pay any installment of Rent; (iii) Tenant fails to observe or perform any of Tenant's other non-monetary agreements or obligations herein contained within thirty (30) days after written notice specifying the default, or the expiration of such additional time period as is reasonably necessary to cure such default, provided Tenant immediately commences and thereafter proceeds with all due diligence and in good faith to cure such default; then, in any such event under (i), (ii), or (iii) above, an "Event of Default" shall be deemed to exist and Tenant shall be in default hereunder.

If an Event of Default shall occur, the following provisions shall apply and Landlord shall have, in addition to all other rights and remedies available at law or in equity, including the right to terminate the Lease. The rights and remedies set forth herein, may be exercised upon or at any time following the occurrence of an Event of Default.

A. Acceleration of Rent. If an Event of Default should occur, by notice to Tenant, Landlord shall have the right to accelerate all Rent and all expense due hereunder and otherwise payable in installments over the remainder of the Term; and the amount of accelerated rent to the termination date, as reduced to present value, without further notice or demand for payment, shall be due and payable by Tenant within fifteen (15) days after Landlord has so notified Tenant. Additional Rent which has not been included, in whole or in part, in accelerated rent, shall be due and payable by Tenant during the remainder of the Term, in the amounts and at the times otherwise provided for in this Lease.

B. Landlord's Damages. The damages which Landlord shall be entitled to recover from Tenant shall be the sum of: (i) all Fixed Rent and Additional Rent accrued and unpaid as of the termination date; and (ii)(a) all reasonable costs and expenses incurred by Landlord in recovering possession of the Premises, including legal fees, and removal and storage of Tenant's property, (ii)(b) the reasonable costs and expenses of restoring the Premises to the condition in which the same were to have been surrendered by Tenant as of the expiration of the Term, and (ii)(c) the costs of reletting commissions; and (iii) all Fixed Rent and Additional Rent otherwise payable by Tenant over the remainder of the Term as reduced to present value. Landlord's damages shall be reduced by deducting from the total determined under subsections (i), (ii) and (iii) above, all Rent which Landlord receives from other tenant(s) by reason of the leasing of the Premises during any period falling within the otherwise remainder of the Term.

C. Landlord's Right to Cure. Without limiting the generality of the foregoing, if Tenant shall fail to perform any of its obligations hereunder, Landlord may, in addition to any other rights it may have in law or in equity, cure such default on behalf of Tenant, and Tenant shall reimburse Landlord upon demand for any reasonable sums paid or costs incurred by Landlord in curing such default, including reasonable attorneys' fees and other legal expenses, together with interest at a rate of eight (8%) percent ("Default Rate") from the dates of Landlord's incurring of such costs or expenses.

D. Interest on Damage Amounts. Any sums payable by Tenant hereunder, which are not paid after the same shall be due, shall bear interest at the Default Rate.

E. No Waiver by Landlord. No delay or forbearance by Landlord in exercising any right or remedy hereunder, or Landlord's undertaking or performing any act or matter which is not expressly required to be undertaken by Landlord shall be construed, respectively, to be a waiver of Landlord's rights or to represent any agreement by Landlord to undertake or perform such act or matter thereafter. Waiver by Landlord of any breach by Tenant of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by Landlord) or failure by Landlord to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of Landlord's right to have any such covenant or condition duly performed or observed by Tenant, or of Landlord's rights arising because of any

subsequent breach of any such covenant or condition nor bar any right or remedy of Landlord in respect of such breach or any subsequent breach.

19. **SURRENDER.** Tenant shall, at the expiration of the Term, promptly quit and surrender the Premises in good order and condition, reasonable wear and tear excepted, and in conformity with the applicable provisions of this Lease. Tenant shall be required to remove all of Tenant's furniture, fixtures and equipment along with any data/telco cabling. Tenant shall have no right to hold over beyond the expiration of the Term and in the event Tenant fails to deliver possession of the Premises as herein provided, Tenant's occupancy shall not be construed to effect or constitute anything other than a tenancy at sufferance. During any period of occupancy beyond the expiration of the Term the amount of rent owed to Landlord by Tenant shall automatically extend, at Landlord's option, for the first ninety (90) days of any holdover at a rate of one hundred ten percent (110%) and for any period thereafter at one hundred fifty percent (150%), the sum of the Rent as those sums are at that time calculated under the provisions of the Lease. Any holdover shall be considered as a month to month basis. The acceptance of rent by Landlord or the failure or delay of Landlord in notifying or evicting Tenant following the expiration or sooner termination of the Term shall not create any tenancy rights in Tenant and any such payments by Tenant may be applied by Landlord against its costs and expenses, including attorney's fees, incurred by Landlord as a result of such holdover.

20. **RULES AND REGULATIONS.** At all times during the Term, Tenant, its employees, agents, invitees and licensees shall comply with all rules and regulations specified on Exhibit D attached hereto and made a part hereof, together with all reasonable rules and regulations as Landlord may from time to time promulgate and provide in writing to Tenant when such rules and regulations are promulgated provided, they do not materially increase the financial burdens of Tenant, prohibit the Permitted Use or take away any rights specifically provided to Tenant in this Lease. In the event of an inconsistency between the rules and regulations and this Lease, the provisions of this Lease shall control.

21. **GOVERNMENTAL REGULATIONS.** Tenant shall, in the use and occupancy of the Premises and the conduct of Tenant's business or profession therein, at all times comply with all applicable laws, ordinances, orders, notices, rules and regulations of the federal, state and municipal governments. Landlord shall be responsible for compliance with Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §12181 et seq. and its regulations, (collectively, the "ADA") (i) as to the design and construction of exterior and interior common areas (*e.g.* sidewalks and parking areas) and (ii) with respect to the initial design and construction by Landlord. Except as set forth above in the initial sentence hereto, Tenant shall be responsible for compliance with the ADA in all other respects concerning the use and occupancy of the Premises, which compliance shall include, without limitation (i) provision for full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations of the Premises as contemplated by and to the extent required by the ADA, (ii) compliance relating to requirements under the ADA or amendments thereto arising after the date of this Lease and (iii) compliance relating to the design, layout, renovation, redecorating, refurbishment, alteration, or improvement to the Premises made or requested by Tenant at any time following completion of the Landlord's Work.

22. NOTICES. Wherever a notice is required, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by pre-paid nationally recognized overnight courier service; (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid; (iv) facsimile with a copy mailed by first class U.S. mail or (v) e-mailed with evidence of receipt and delivery of a copy of the notice by first class mail; in all such cases addressed to the parties at the following addresses:

Tenant: Quantum Corporation  
c/o Sonny Saluda  
10770 East Briarwood Avenue,  
Centennial, Colorado 80112

With a copy to:

Quantum Corporation  
Attn: Legal Department  
224 Airport Parkway, Suite 550  
San Jose, CA 95110

Landlord: Landlord:  
Briarwood Acquisition, LLC  
c/o Chesky Frenkel  
40 Airport Road  
Lakewood, NJ 08701

With a copy to:

Burns Wall and Mueller P.C.  
Attn: Robert T. Cosgrove  
303 E 17<sup>th</sup> Ave Suite 920  
Denver, CO 80203

Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is delivered or delivery is refused

23. BROKERS. Landlord and Tenant each represents and warrants to the other that such party has had no dealings, negotiations or consultations with respect to the Premises or this transaction with any broker or finder other than Jason Malcolm and Rick Door of Cresa Global, Inc. representing Tenant and, David Lee and Jason Addelspenger of Newmark representing Landlord who will be paid a commission in accordance with the terms of a separate agreement. Each party shall indemnify and hold the other harmless from and against all liability, cost and expense, including attorney's fees and court costs, arising out of any misrepresentation or breach of warranty under this Article.

24. LANDLORD'S LIABILITY. Landlord's obligations hereunder shall be binding upon Landlord only for the period of time that Landlord is in ownership of the Building; and, upon termination of that ownership, Tenant, except as to any obligations which are then due and owing,



shall look solely to Landlord's successor in interest in the Building for the satisfaction of each and every obligation of Landlord hereunder. Landlord shall have no personal liability under any of the terms, conditions or covenants of this Lease and Tenant shall look solely to Landlord for the satisfaction of any claim, remedy or cause of action accruing to Tenant as a result of the breach of any section of this Lease by Landlord. In addition to the foregoing, no recourse shall be had for an obligation of Landlord hereunder, or for any claim based thereon or otherwise in respect thereof, against any past, present or future trustee, member, partner, shareholder, officer, director, partner, agent or employee of Landlord, whether by virtue of any statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such other liability being expressly waived and released by Tenant with respect to the above-named individuals and entities.

25. PARKING. Tenant shall be provided non-exclusive surface parking in the Building Complex's parking lots at a ratio of six (6) per 1000 rentable square feet of space leased, all of which will be provided at no expense to Tenant during the Term of this Lease. Upon fifteen (15) days prior written notice, Landlord reserves the right to temporarily eliminate any such parking for construction, maintenance and repair and replacement of buildings and improvements in the Building Complex.

26. TERMINATION RIGHT. Tenant may, with written notice to Landlord, upon the sixtieth (60<sup>th</sup>) month of the Lease, which notice shall be effective the seventy-second (72<sup>nd</sup>) month of the Lease, cancel all or a portion of the Lease with respect to the remaining term. Upon tender of the written notice, Tenant shall pay to Landlord a termination fee equal to six (6) months of gross rent, together with the unamortized portion at the rate of seven percent (7%) per annum of any abated Rent, brokerage fees, and Tenant Improvement Allowance with respect to the canceled Lease Term. Subsequent to providing said written cancellation notice, Tenant shall continue to comply with all terms and provisions of the Lease, including the payment of Rent until the Termination Date.

27. GENERATOR. Tenant shall have the right to install a backup generator, at no cost to Landlord, on a generator pad site, which location shall be mutually agreed upon by Tenant and Landlord. The cost of acquiring, installing, and maintaining Tenant's backup generator shall be borne by Tenant and at Tenant's option may be included in the Tenant Improvement Allowance. The generator and all associated equipment will remain the property of Tenant, and Tenant will be allowed to remove the generator and all associated equipment at Tenant's sole cost and expense at determination of its tenancy.

28. MISCELLANEOUS PROVISIONS.

(a) Successors. The respective rights and obligations provided in this Lease shall bind and inure to the benefit of the parties hereto, their successors and assigns; provided, however, that no rights shall inure to the benefit of any successors or assigns of Tenant unless Landlord's written consent for the transfer to such successor and/or assignee has first been obtained as provided in Article 9 hereof;

(b) Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the State of Colorado, without regard to principles relating to conflicts of law;

(c) Entire Agreement. This Lease, including the Exhibits and any Riders hereto, supersedes any prior discussions, proposals, negotiations and discussions between the parties and the Lease contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by an agreement in writing signed by both parties hereto or by their respective successors in interest. Without in any way limiting the generality of the foregoing, this Lease can only be extended pursuant to the terms hereof, with the due exercise of an option (if any) contained herein pursuant to a written agreement signed by both Landlord and Tenant specifically extending the term. No negotiations, correspondence by Landlord or offers to extend the Term shall be deemed an extension of the termination date for any period whatsoever;

(d) Time of the Essence. **TIME IS OF THE ESSENCE IN ALL PROVISIONS OF THIS LEASE, INCLUDING ALL NOTICE PROVISIONS TO BE PERFORMED BY OR ON BEHALF OF TENANT AND LANDLORD;**

(e) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any payment of Fixed Rent or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Fixed Rent or Additional Rent due and payable hereunder, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other right or remedy provided for in this Lease, at law or in equity;

(f) Force Majeure. Except for the obligation of Tenant to pay Rent and any other sums due by Tenant hereunder, if by reason of strikes or other labor disputes, fire or other casualty (or reasonable delays in adjustment of insurance), accidents, orders or regulations of any Federal, State, County or Municipal authority, or any other cause beyond the parties reasonable control, is the parties are unable to furnish or is delayed in furnishing any utility or service required to be furnished under the provisions of this Lease or is unable to perform or make or is delayed in performing or making any installations, decorations, repairs, alterations, additions or improvements, or is unable to fulfill or is delayed in fulfilling any of their other obligations under this Lease, no such inability or delay shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Fixed Rent, or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or its agents, by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise.

(g) Authority. Tenant represents and warrants that (a) Tenant is duly organized, validly existing and legally authorized to do business in the State of Colorado; and (b) the persons executing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant;

(h) Attorneys' Fees. In connection with any litigation arising out of this Lease, the prevailing party, Landlord or Tenant, shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

29. CONSENT TO JURISDICTION Tenant hereby consents to the exclusive jurisdiction of the state courts located in Arapahoe County and to the federal courts located in the State of Colorado.

30. OFAC/PATRIOT ACT COMPLIANCE. The parties represent, warrant and covenant that They are not (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“OFAC”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (“Order”) and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) listed on any list or qualification of “Designated Nationals” as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ. L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 as-9; The Cuban Democracy Act, 22 U.S.C. §§ 6001-10; The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the “Orders”); (vi) engaged in activities prohibited in the Orders; or (vii) (and has not been) convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.). The parties further represent, warrant and covenant that they t shall conduct their business operations in compliance with the forgoing laws, rules, orders and regulations. they hereby agree to defend, indemnify, and hold harmless each other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing representations, warranties and covenants. The breach of either of the above representations, warranties and covenants shall be an Event of Default under this Lease.

31. RENEWAL. Landlord hereby grants to Tenant the right and option to extend the Term of the Lease, subject to all of the terms and conditions contained herein, for two (2) additional periods of five (5) years (the “Renewal Period”) provided that the Lease is in full force and effect and has not been canceled or terminated prior thereto; and provided further that on or before a date that is not more than twelve (12) months and not less than six (6) months prior to the expiration of the initial term or subsequent renewal period, Tenant has provided Landlord, via certified mail, written notice of the Tenant’s intention to exercise said renewal option. If a renewal option is exercised, this Lease shall be extended for an additional five (5) years, under all of the same terms and provisions as in the Lease, save and except that the Fixed Rent to be paid during the Renewal Period will be Fair Market Value as hereinafter defined. The “Fair Market Value” shall be defined as the rental rate, on a rentable per square foot per year basis, for which other owners of comparable

Buildings located in Centennial, Colorado would lease to new tenants, taking into consideration, among other things, floor, location, size of the premises, level of tenant improvements in the Premises and all current leasing concessions then being offered for comparable Buildings located in Centennial Colorado to include tenant improvement allowances, free rent, moving allowances and leasing commissions. All other terms and conditions of the Lease applicable to the payment of Rent (with the exception of any abated Rent), including the payment of Additional Rent, shall apply during the Renewal Period. Provided the conditions described above to the Tenant's right to exercise its Renewal Period are satisfied, Landlord shall, within fifteen business (15) days after receipt of Tenant's notice of its intent to exercise the renewal option, deliver to Tenant a written determination of the then Fair Market Value as determined by Landlord, using the criteria set forth above. Tenant shall thereafter have fifteen (15) business days to notify Landlord in writing of its acceptance of Landlord's determination of the Fair Market Value or to deliver to Landlord its own determination of the then applicable Fair Market Value, in which case Landlord and Tenant shall have an additional fifteen business (15) days to negotiate a Fair Market Value acceptable to both Landlord and Tenant. If Landlord and Tenant arrive at an agreement as to the Fair Market Value as herein provided for, then Tenant agrees to execute and return to Landlord, within fifteen business (15) days after receipt thereof, a written extension form prepared by Landlord for attachment to the Lease that memorializes the parties' agreement regarding Fixed Rent and extends the Lease as set forth above. In the event Landlord and Tenant are unable to agree on the Fair Market Value, the parties shall submit the matter to the Judicial Arbitrator Group of Denver, Colorado, to determine the Fair Market Value using "baseball" arbitration. Each party will be required to submit to the Arbitrator a written proposal with their determination of Fair Market Value. In the event the two proposals are within three percent (3%) of each other, the Arbitrator shall make a determination based upon the average of the two. Alternatively, the Arbitrator shall be limited to selecting only one of the two proposals submitted by the parties. Upon the Arbitrator's determination, the parties shall execute a written extension form set forth above. In the event the Tenant fails to exercise its rights to extend the Lease as provided herein, then, the options heretofore granted by the Landlord to the Tenant shall become null and void with the same force and effect as if never granted, and the Lease shall terminate upon its expiration date, without notice to either party and with the express understanding by and between the parties that no oral extensions or waivers shall be binding upon either party and only the written provisions in the Lease shall prevail.

32. ROOF LICENSE. Landlord hereby grants Tenant permission to install, maintain, operate, and remove, at its sole expense and risk, communications equipment and appurtenances consisting of satellites, microwave dishes, and/or antennas on the roof of the Property at a location reasonably designated by Landlord for the Term of the Lease. The installation of any communication equipment by Tenant must be approved in writing, in advance, by Landlord, such approval not to be unreasonably withheld, and Tenant agrees that the installation will be done in a good and workmanlike manner and all installations and operations shall meet with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency, and applicable codes and regulations of the city, county, and state as may be applicable. Tenant covenants and agrees that the installation, maintenance, and operation of any communication equipment will not damage the Building or interfere with the use of the Building, or other buildings in the Building Complex, or the operations of communication devices by Landlord or any other tenants in the Building Complex. Tenant shall also have access and use of the Building's riser

space for its own telecommunication requirements, at no additional cost for the Term of the Lease, subject to the above requirements.

33. INDUCEMENT RECAPTURE IN THE EVENT OF DEFAULT. Any agreement by Landlord for free or abated rent or other charges applicable to the Leased Premises, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, including, but not limited to, any tenant finish allowance, free parking or commissions, all of which concessions are hereinafter referred to as "Inducement Provisions" shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of the Lease to be performed or observed by Tenant during the first five (5) years of the Term hereof. Upon the occurrence of an Event of Default of the Lease by Tenant, and the termination of the Lease by Landlord, any such Inducement Provision shall automatically be deemed deleted from the Lease and of no further force or effect, and the prorated portion of any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, and recoverable by Landlord, as additional rent due under the Lease.

34. MITIGATION OF DAMAGES. Both Landlord and Tenant shall each use commercially reasonable efforts to mitigate any damages resulting from a default of the other party under this Lease.

35. Lease Subordinate to Mortgages. This Lease and the rights of Tenant hereunder shall be and are hereby made subject and subordinate to the lien of any mortgages or deeds of trust now or hereafter existing against the Building Complex, the Premises or both, and to all renewals, modifications, consolidations, replacements and extensions thereof and to all advances made, or hereafter to be made, upon the security thereof. Although such subordination shall be self-operating, Tenant, or its successors in interest, shall upon Landlord's request, execute and deliver upon the demand of Landlord any and all instruments desired by Landlord, subordinating, in the manner reasonably requested by Landlord, this Lease to any such mortgage or deed of trust and Tenant's failure to do so upon written demand shall constitute a default under this Lease. Should any mortgage or deed of trust affecting the Building Complex, the Premises or both, be foreclosed, then; (1) the liability of the mortgagee, beneficiary or purchaser at such foreclosure sale shall exist only so long as such mortgagee beneficiary, or purchaser is the owner of the Building Complex and/or Premises and such liability shall not continue or survive after further transfer of ownership; and (2) Tenant shall be deemed to have attorned, as Tenant under this Lease, to the purchaser at any foreclosure sale thereunder, and this Lease shall continue in force and effect as a direct lease between and binding upon Tenant and such purchaser at any foreclosure sale. As used in this Article 35, "mortgagee" and "beneficiary" shall include successors and assigns of any such party, whether immediate or remote, the purchaser of any mortgage or deed of trust, whether at foreclosure or otherwise, and the successors, assigns and mortgagees and beneficiaries of such purchaser, whether immediate or remote.


SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Lease, the day and year first above written.

WITNESS:

LANDLORD:

BRIARWOOD ACQUISITION LLC

By:  CCE5F48808714B8...  
Title: Managing Member

WITNESS:

TENANT:

QUANTUM CORPORATION

By:  4BC3B3030B98402...  
Title: CFO

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 1 SOUTHSORE SUBDIVISION FILING NO. ONE, AS PER THE PLAT THEREOF RECORDED JULY 9, 1992 AT RECEPTION NO. 92-72915, COUNTY OF ARAPAHOE, STATE OF COLORADO.

EXHIBIT "B"

Tenant: QUANTUM CORPORATION

Premises: Building 3

Square Footage: 74,736

CONFIRMATION OF LEASE TERM

THIS MEMORANDUM is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, between Briarwood Acquisition LLC, a Delaware limited partnership, ("Landlord") with an office at 40 Airport Road, Lakewood, NJ 08701, and Quantum Corporation, with its principal place of business at 224 Airport Parkway, #550, San Jose, CA 95110 ("Tenant"), who entered into a lease dated for reference purposes as of January 1, 2022, covering certain premises located at 10770 E. Briarwood Avenue Centennial Colorado. All capitalized terms, if not defined herein, shall be defined as they are defined in the Lease.

1. The Parties to this Memorandum hereby agree that the date of March 1, 2022 is the "Commencement Date" of the Term and the date of August 31, 2037 is the expiration date of the Lease.

2. Tenant hereby confirms the following:

(a) That it has accepted possession of the Premises pursuant to the terms of the Lease;

(b) That the improvements, including the Landlord Work, required to be furnished according to the Lease by Landlord have been substantially completed;

(c) That Landlord has fulfilled all of its duties of an inducement nature or are otherwise set forth in the Lease;

(d) That there is no default by Landlord or Tenant under the Lease and the Lease is in full force and effect.

5. Landlord hereby confirms to Tenant that its Building Number is 3 and its Lease Number is \_\_\_\_\_. This information must accompany each Rent check or wire payment.

6. Tenant's Notice Address is:

Tenant's Billing Address is:

**Prior to Commencement Date:**

**Prior to Commencement Date:**

Quantum Corporation

Quantum Corporation

224 Airport Parkway, Ste 550

224 Airport Parkway, Ste 550



San Jose, CA 95510

Attn: Sonny Saluda

Phone No.: (720) 469-2767

E-mail: [sonny.saluda@quantum.com](mailto:sonny.saluda@quantum.com)

**After Commencement Date:**

Quantum Corporation

10770 East Briarwood Avenue

Centennial, Colorado 80112

Attn: Sonny Saluda

Phone No.: (720) 469-2767

E-mail: [sonny.saluda@quantum.com](mailto:sonny.saluda@quantum.com)

San Jose, CA 95510

Attn: Accounts Payable

E-mail: [accounts.payable@quantum.com](mailto:accounts.payable@quantum.com)

**After Commencement Date:**

Quantum Corporation

10770 East Briarwood Avenue

Centennial, Colorado 80112

Attn: Accounts Payable

E-mail: [accounts.payable@quantum.com](mailto:accounts.payable@quantum.com)

4. This Memorandum, each and all of the provisions hereof, shall inure to the benefit, or bind, as the case may require, the parties hereto, and their respective successors and assigns, subject to the restrictions upon assignment and subletting contained in the Lease.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

LANDLORD:

Briarwood Acquisition LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

QUANTUM CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT C

### BUILDING RULES AND REGULATIONS

Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations as in the judgment of Landlord shall from time to time be needed for the safety, protection, care and cleanliness of the Building, Landlord acknowledges, however, that Tenant is the sole occupant of the Building. Should the foregoing occur, Landlord shall provide any such modifications to Tenant in writing at least sixty (60) days before such modifications become effective.

Sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, halls, lobby and any other part of the Building shall not be permanently obstructed or encumbered by any Tenant or used for any purpose other than ingress or egress to and from each tenant's premises. Landlord shall have the right to control and operate the common portions of the Building and exterior facilities furnished for common use of the tenants (such as the eating, smoking, and parking areas) in such a manner as Landlord deems appropriate.

1. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord. All drapes, or window blinds, must be of a quality, type and design, color and attached in a manner approved by Landlord, which shall not be unreasonably withheld.
2. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, or placed in hallways or vestibules without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.
3. Restrooms and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed and no debris, rubbish, rags or other substances shall be thrown therein. Only standard toilet tissue may be flushed in commodes. All damage resulting from any misuse of these fixtures shall be the responsibility of the tenant who, or whose employees, agents, visitors, clients, or licensees shall have caused same.
4. No tenant, without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, shall mark, paint, drill into, bore, cut or string wires or in any way deface any part of the Premises or the Building of which they form a part except for the reasonable hanging of decorative or instructional materials on the walls of the Premises.
5. Tenant shall not construct or maintain, use or operate in any part of the project any electrical device, wiring or other apparatus in connection with a loud speaker system or other sound/communication system which may be heard outside the Premises. Any such communication system to be installed within the Premises shall require prior written approval of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.
6. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from its premises.

7. No tenant, or employees of tenant, shall unreasonably disturb or interfere with the occupants of this or neighboring buildings or residences by voice, musical instrument, radio, talking machines, or in any way. All passage through the Building's hallways, elevators, and main lobby shall be conducted in a business-like manner.
8. No tenant shall throw anything out of the doors, windows, or down corridors or stairs of the Building.
9. Tenant shall not place, install or operate on the Premises or in any part of the Building, any engine, stove or machinery or conduct mechanical operations or cook thereon or therein (except for coffee machine, microwave oven, toasters and/or vending machine), or place or use in or about the Premises or Building any explosives, gasoline, kerosene oil, acids, caustics or any other flammable, explosive, or hazardous material without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. The foregoing shall not apply to Tenant's labs and shipping operations.
10. No smoking is permitted in the Building, including but not limited to the Premises, rest rooms, hallways, elevators, stairs, lobby, exit and entrances vestibules, sidewalks, parking lot area except for the designated exterior smoking area. All cigarette ashes and butts are to be deposited in the containers provided for same, and not disposed of on sidewalks, parking lot areas, or toilets within the Building rest rooms.
11. Tenant shall not use the name of the Building or Landlord in any way in connection with his business except as the address thereof. Landlord shall also have the right to prohibit any advertising by tenant, which, in its reasonable opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, tenant shall refrain from or discontinue such advertising.
12. Tenant will refer all contractors, contractor's representatives and installation technicians, rendering any service on or to the Premises for Tenant, to Landlord for Landlord's approval and supervision before performance of any contractual service or access to Building. This provision shall apply to all work performed in the Building including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. Landlord reserves right to require that all agents of contractors/vendors sign in and out of the Building.
13. No space within the Building, or in the common areas such as the parking lot, may be used at any time for the purpose of lodging, sleeping, or for any illegal purposes.
14. No canvassing, soliciting or peddling is permitted in the Building or its common areas by tenants, their employees, or other persons.
15. Landlord does not maintain suite finishes which are non-standard, such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need arise for repair of items not maintained by Landlord, Landlord, at its sole option, may arrange for the work to be done at Tenant's expense.

16. Drapes installed by tenant, which are visible from the exterior of the Building, must be cleaned by Tenant, at its own expense, at least once a year.
17. No pictures, signage, advertising, decals, banners, etc. are permitted to be placed in or on windows in such a manner as they are visible from the exterior, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.
18. Tenant shall be responsible to Landlord for any acts of vandalism performed in the Building by its employees, agents, invitees or visitors.
19. No tenant shall permit the visit to its Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, hallways, elevators, lobby or other public portions or facilities of the Building and exterior common areas by other tenants.
20. Landlord's employees shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord. Requests for such requirements must be submitted in writing to Landlord.
21. Tenant agrees that neither Tenant nor its agents, employees, licensees or invitees will interfere in any manner with the installation and/or maintenance of the heating, air conditioning and ventilation facilities and equipment.
22. Landlord will not be responsible for lost or stolen personal property, equipment, money or jewelry from Tenant's area or common areas of the Building regardless of whether such loss occurs when the area is locked against entry or not.
23. Landlord will not permit entrance to Tenant's Premises by use of pass key controlled by Landlord, to any person at any time without written permission of Tenant, except employees, contractors or service personnel supervised or employed by Landlord who shall comply with Tenant's security requirements.
24. Tenant and its agents, employees and invitees shall observe and comply with the driving and parking signs and markers on the Building grounds and surrounding areas.
25. Tenant shall not use or permit the use of any portion of the Premises for outdoor storage.
26. Tenant shall not permit any animals to be brought into or kept in or about the Premises.
27. Tenant will comply with all applicable community association rules, statutes, local ordinances, rules and regulations.

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## EXHIBIT "D"

### TENANT IMPROVEMENT WORK AGREEMENT

1. Tenant Improvement Allowance. Landlord hereby grants to Tenant an allowance of Eighty U.S. Dollars (\$80.00) per rentable square foot (the "Tenant Improvement Allowance") for the costs of constructing Tenant improvements to the Premises in accordance with the Space Plan as set forth in Appendix D-1 hereto (the "Space Plan"), inclusive of any and all Tenant Improvement Planning, architectural and design and engineering fees and expenses and municipal fees (collectively "Tenant Work"). The cost of the Tenant Work shall also include any costs resulting from changes ordered by the Tenant and approved by the Landlord plus any costs resulting from rulings, interpretations or instructions from Building, fire or other regulatory officials having jurisdiction over the work.

2. Landlord's Work.

(a) Landlord shall be responsible to deliver the Building structural systems; floor slab, roof system; plumbing systems (to include all connections and distribution of plumbing to internal appliances); window systems; elevator systems; ADA compliant restrooms; the base building HVAC mechanical systems; the base building electrical systems; the fire and life safety systems; the floor and the ceiling free from latent and structural defects, in good and proper working order and in full compliance with all laws, building codes and ordinances which govern the use and occupancy of office buildings. If it is determined by a mechanical engineer that any portion of the existing base building HVAC mechanical systems are in need of replacement (as opposed to repair), Landlord, at Landlord's sole cost and separate from the Tenant Improvement Allowance, shall perform such replacement.

(b) Landlord shall engage in a space planning agreement with Tenant's architect and Landlord shall pay Tenant's architect for all reasonable costs associated with Tenant's development of a preliminary space plan and construction drawing for the Premises. Landlord will provide an initial test fit analysis not to exceed fifteen cents (\$0.15) per Rentable Square Foot.

Tenant's Work

(a) Within thirty (30) days following the mutual execution of the Lease, Tenant shall cause its architect and/or engineer to prepare final Construction Drawings for the Tenant Improvement work depicting, among other things, the quality of the work which will be not less than building-standard, and shall submit the same to Landlord for review and approval. Landlord shall then notify Tenant, in writing, within five (5) days after receipt, whether such Construction Drawings are acceptable. Alternatively, Landlord shall specifically identify any unsatisfactory or incomplete items, and in such case Tenant shall resubmit corrected Construction Drawings to Landlord within five (5) days thereafter.

(b). Following approval of the Construction Drawings, Tenant shall promptly submit the same to the required governmental agency, and diligently pursue a building permit therefor. Upon receipt of the building permit Tenant shall promptly commence construction of the Tenant Work and diligently pursue the same to completion. Any material changes, modifications, or

alterations to the final Construction Drawings shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If Landlord fails to provide such consent, or a reasonably detailed written statement of its objections, within five (5) business days after the submission of Tenant's request for consent, Landlord shall be deemed to have granted its consent.

(c). Tenant agrees to retain the services of a Project Manager and execute contract(s) for the Tenant Improvements (the "Contracts") with contractors, subcontractors, and construction managers, if any, which are reasonably satisfactory to Landlord and Tenant (collectively, the "Tenant's Contractors").

(d) Tenant will cause Tenant's Contractors to: (i) cooperate with any contractors employed by Landlord who are completing work anywhere in the Building Complex ("Landlord's Contractors") so as to not interfere with Landlord's Contractors; (ii) conduct work so as not to unreasonably interfere with other tenants in the Building Complex; (iii) reach agreement with Landlord or Landlord's Contractors as to the terms and conditions for any hoisting, systems interfacing, and use of temporary utilities; (iv) reasonably consult with Landlord's architect and/or structural engineer before performing any work involving the reinforcement of the floors of the Leased Premises; and (v) deliver to Landlord such evidence of compliance with the provisions of this paragraph as Landlord may reasonably request.

(e). Tenant assumes full responsibility for Tenant's Contractors' performance of all Tenant Work including compliance with applicable laws, and for all of Tenant's Contractors' property, equipment, materials, tools or machinery placed or stored in the Leased Premises or on the Property during the completion thereof. All such Tenant Work is to be performed in a good and workmanlike manner consistent with first class standards.

(f). In the event the Tenant Improvements include any work involving in any manner the roof, fire sprinkler and/or fire alarm, Tenant agrees, at Landlord's request, to only use Landlord's Contractors for any such work or Tenant's Contractors first approved in writing by Landlord.

(g). Tenant will, to the extent permitted by Colorado law, indemnify, defend and hold harmless Landlord and Landlord's agents from and against liability, costs or expenses, including reasonable attorneys' fees on account of damage to the person or property of any third party arising out of, or resulting from the performance of the Tenant Improvements, including, but not limited to, mechanics' or other liens or claims (and all costs associated therewith). Notwithstanding the preceding and without diminishing Tenant's obligations set forth above, to the extent permitted by Colorado law, Landlord reserves the right to select its own counsel in defending any such lien, claim, action or proceeding, and Tenant shall immediately reimburse Landlord within thirty (30) days following written demand for all reasonable fees and expenses incurred in connection therewith. Tenant will also immediately repair or cause to be repaired at its expense all damage caused to the Leased Premises and/or the Building by Tenant's Contractors. Further, Landlord shall have the right to post and maintain any notices of non-liability.

(h). Upon completion of all of Tenant Improvements, Tenant agrees to submit to Landlord: (i) two blueprint copies of the as-built drawings (which show any changes to the Construction Drawings); and (ii) a copy of the Certificate of Occupancy, or its equivalent.

(i). Tenant shall require Tenant's Contractors to execute lien waivers reasonably acceptable to Landlord contemporaneously with their receipt of payment, copies of which will promptly be delivered to Landlord.

(j). Tenant and Tenant's Contractor are responsible for ensuring that the Tenant Improvements, and the performance of all Tenant Work relating thereto, comply with all applicable laws, licensing requirements and permits, codes, ordinances, restrictions, and rules and regulations, including safety regulations.

(k). Tenant's Contractors must be fully bonded up to the amount of its contract with Tenant, licensed and insured.

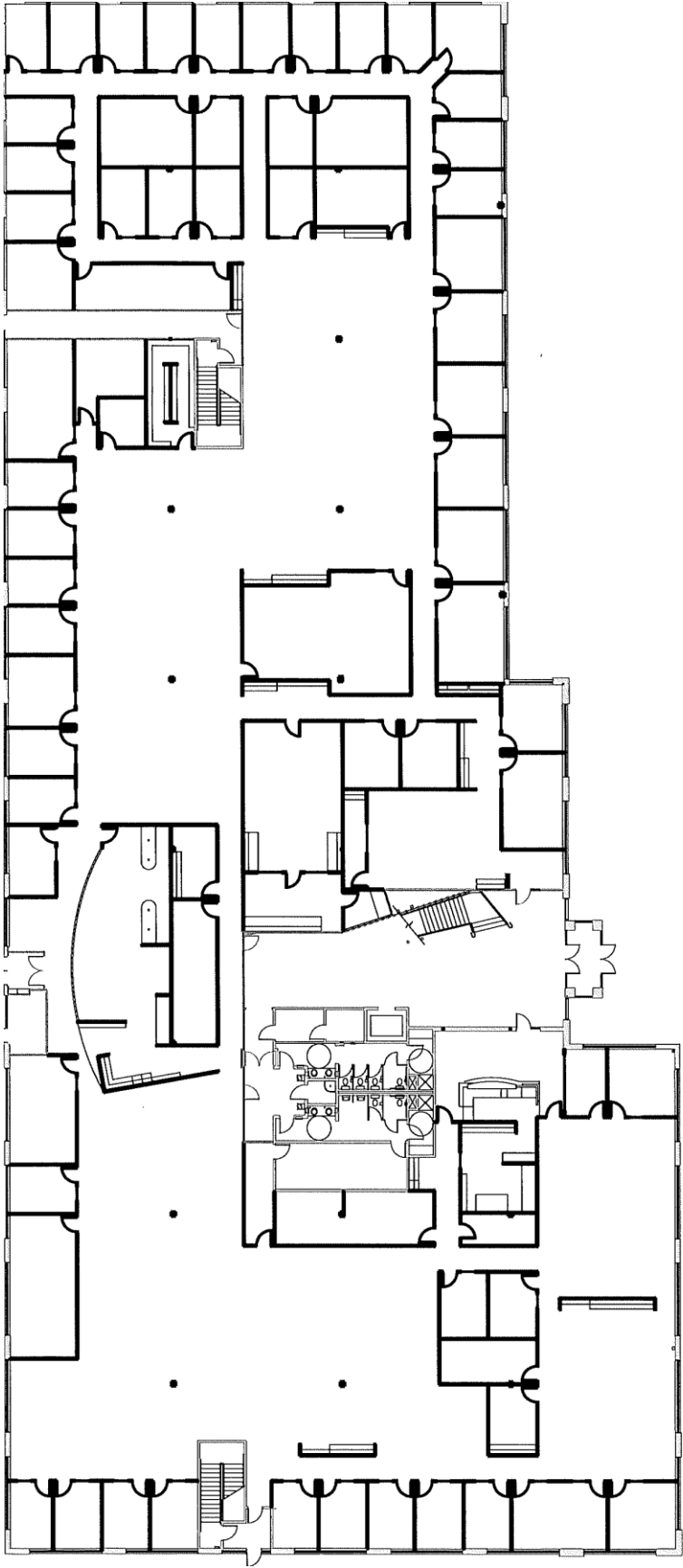
(l). Tenant's Contractors will not be permitted to start work until the following are reviewed and approved by the Landlord:

1. Copy of the Building Permit.
2. Certificates of Insurance, on forms and with companies reasonably acceptable to the Landlord, verifying minimum coverages as specified below:
  - i. Workman's Compensation and Employer's Liability Insurance in amount applicable by state law.
  - ii. Commercial General Liability not less than \$2,000,000 and Builders Risk Insurance in acceptable amounts.

(m) Landlord will pay the Tenant Improvement Allowance to Tenant specified contractors within thirty (30) days following the date Tenant authorizes such payments and Tenant submits to Landlord lien waivers for the specified Tenant Work. Once all Tenant Improvement Allowance is depleted, Tenant will pay the remainder of such expenses.

EXHIBIT “D-1SPACE PLAN



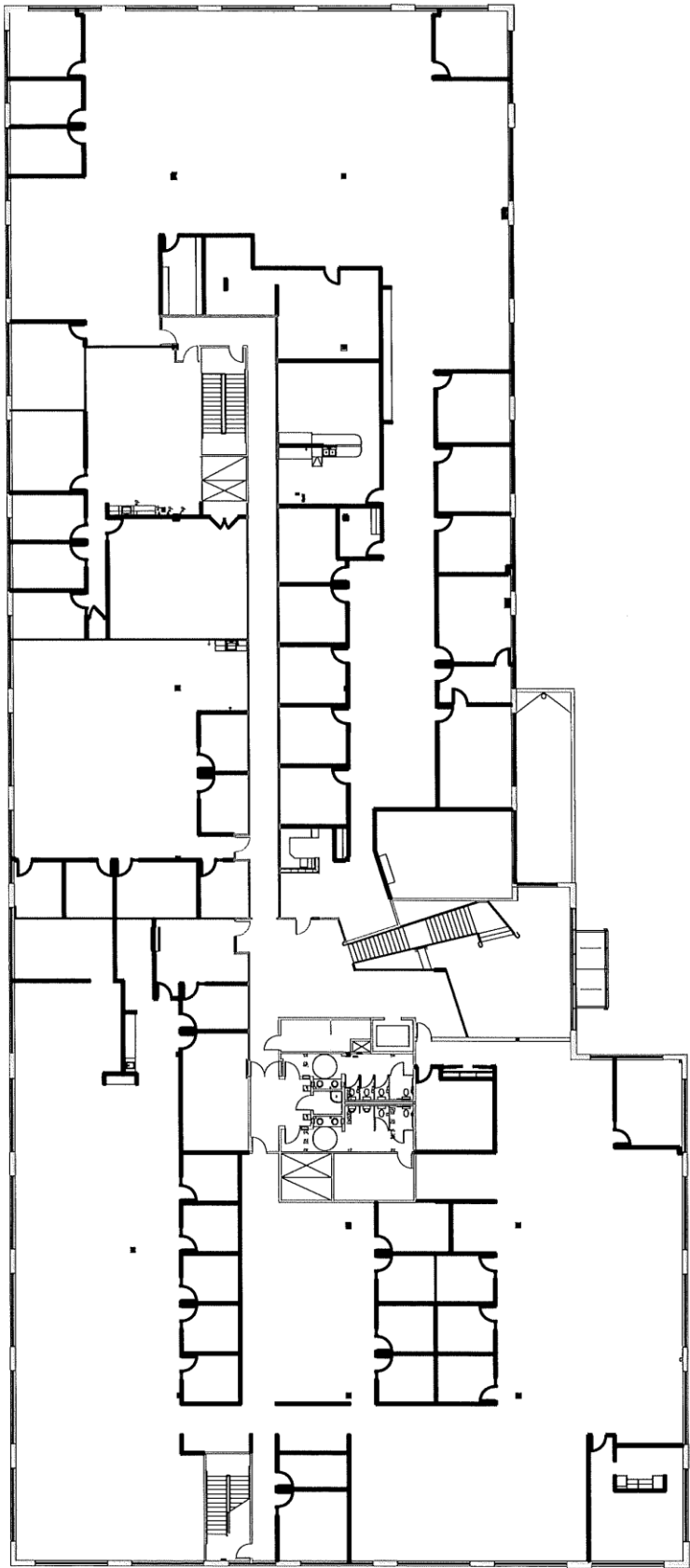


WATERPARK AT BRIARWOOD - BUILDING THREE

FIRST FLOOR

FIRST FLOOR  
NOT TO SCALE  
MAY 6, 2019





WATERPARK AT BRIARWOOD - BUILDING THREE  
SECOND FLOOR  
NOT TO SCALE  
MAY 6, 2019

