

**MEMORANDUM OF AMENDED AND
RESTATED AGREEMENT**

WHEREAS, the CITY OF CEDAR RAPIDS, IOWA (the "**City**") and QTS CEDAR RAPIDS I, LLC (the "**Developer**"), QTS CEDAR RAPIDS I DC1, LLC (the "**DC1 Property Owner**"), QTS CEDAR RAPIDS I DC2, LLC (the "**DC2 Property Owner**"), QTS CEDAR RAPIDS I DC3, LLC (the "**DC3 Property Owner**"), QTS CEDAR RAPIDS I DC4, LLC (the "**DC4 Property Owner**"), QTS CEDAR RADPIS I DC5, LLC (the "**DC5 Property Owner**"), QTS CEDAR RAPIDS I DC6, LLC (the "**DC6 Property Owner**"), QTS CEDAR RAPIDS I DC7, LLC (the "**DC7 Property Owner**"), QTS CEDAR RAPIDS I WEST, LLC (the "**Lot A First Addition Property Owner**"), QTS CEDAR RAPIDS I EAST, LLC (the "**Lot A Second Addition Property Owner**"), QTS CEDAR RAPIDS INFRASTRUCTURE I WEST, LLC (the "**Lot B First Addition Property Owner**"), and QTS CEDAR RAPIDS INFRASTRUCTURE I EAST, LLC (the "**Lot B Second Addition Property Owner**") (the Developer, the DC1 Property Owner, the DC2 Property Owner, the DC3 Property Owner, the DC4 Property Owner, the DC5 Property Owner, the DC6 Property Owner, the DC7 Property Owner, the Lot A First Addition Property Owner, the Lot A Second Addition Property Owner, the Lot B First Addition Property Owner, and the Lot B Second Addition Property Owner shall each constitute a "**Property Owner**" and shall collectively comprise the "**Property Owners**"), did on or about the 25th day of November, 2025, make, execute and deliver an Amended and Restated Development Agreement (the "**Amended and Restated Agreement**"), wherein and whereby the Developer and the Property Owners agreed, in accordance with the terms of the Agreement, to develop certain real property located within the City and as more particularly described as follows:

West Development Property:

Lots 1, 2, 3, A, B, and D of Data Center Campus First Addition to the City of Cedar Rapids, Linn County, Iowa, recorded May 8, 2025, as Instrument Number 2025-011406 in the Linn County Recorder's office

East #1 Development Property:

Lots 1, A, and B of Data Center Campus Second Addition to the City of Cedar Rapids, Linn County, Iowa, recorded May 16, 2025, as Instrument Number 2025-012416 in the Linn County Recorder's office

East #2 Development Property:

Lot 2 of Data Center Campus Second Addition to the City of Cedar Rapids, Linn County, Iowa, recorded May 16, 2025, as Instrument Number 2025-012416 in the Linn County Recorder's office

East #3 Development Property:

Lot 3 of Data Center Campus Second Addition to the City of Cedar Rapids, Linn County, Iowa, recorded May 16, 2025, as Instrument Number 2025-012416 in the Linn County Recorder's office

East #4 Development Property:

Lot 4 of Data Center Campus Second Addition to the City of Cedar Rapids, Linn County, Iowa, recorded May 16, 2025, as Instrument Number 2025-012416 in the Linn County Recorder's office

(collectively, the "**Development Property**"); and

WHEREAS, the term of the Amended and Restated Agreement shall commence on the 2nd day of December, 2025, and terminate as set forth in the Amended and Restated Agreement; and

WHEREAS, the City and the Developer entered into that certain Development Agreement by and between

the City and the Developer dated as of January 28, 2025 with respect to the Development Property (the “**Original Agreement**”); and

WHEREAS, the Developer has transferred portions of the Development Property to the Property Owners, each an Affiliate of the Developer; and

WHEREAS, the Developer and the other Property Owners entered into that certain Assignment and Assumption of Obligations under Development Agreement, effective as of July 16, 2025, pursuant to which the Developer assigned, and each Property Owner assumed, the obligations of the Developer under the Original Agreement with respect to the portion of the Development Property acquired by such Property Owner; and

WHEREAS, the Parties have executed the Amended and Restated Agreement to amend and restate the Original Agreement to (a) incorporate the Property Owners as Parties to the Agreement; (b) authorize five additional Project Phases, (c) provide for Economic Development Grants for each of such additional Project Phases and (d) make certain other changes to the Original Agreement as the Parties agree are necessary or desirable to account for the plan of development for such additional Project Phases; and

WHEREAS, the City, the Developer and the other Property Owners have agreed to record a Memorandum of the Amended and Restated Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Amended and Restated Agreement shall serve as notice to the public that the Amended and Restated Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Amended and Restated Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Amended and Restated Agreement made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Amended and Restated Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Amended and Restated Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Rapids, Iowa.

IN WITNESS WHEREOF, the City has caused this Memorandum of Amended and Restated Agreement to be duly executed in its name and behalf by its City Manager and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer and Property Owner have caused this Memorandum of Amended and Restated Agreement to be duly executed in its name by its Authorized Signatory all on or as of the day first above written.

[signature pages to follow]

CITY OF CEDAR RAPIDS, IOWA

By: _____

Jeffrey A. Pomeranz
City Manager

ATTEST:

By: _____

Alissa Van Sloten
Alissa Van Sloten
City Clerk

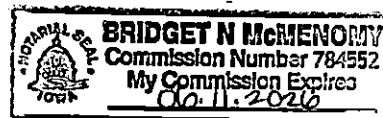
STATE OF IOWA)

) ss

COUNTY OF LINN)

On this 18th day of December, 2025 before me a Notary Public in and for said County, Jeffrey A. Pomeranz personally appeared and Alissa Van Sloten to me personally known, who being duly sworn, did say that they are the City Manager and City Clerk, respectively of the City of Cedar Rapids, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said City Manager and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Bridget N McMenemy
Notary Public in and for State of Iowa
My Commission Expires: June 11, 2026



DEVELOPER

QTS CEDAR RAPIDS I, LLC

By: _____

Name: Adam Haubenreich

Title: Authorized Signatory

STATE OF Kansas)
COUNTY OF Johnson) ss

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is the authorized representative of QTS Cedar Rapids I, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



Linda Male
Notary Public in and for State of KS
My Commission Expires: 9-16-26

DC1 PROPERTY OWNER

QTS CEDAR RAPIDS LDC1, LLC

By: _____

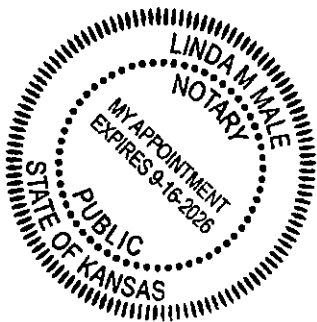
Name: Adam Haubenreich

Title: Authorized Signatory

STATE OF Kansas)

COUNTY OF Johnson) ss

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of QTS Cedar Rapids I DC1, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



Linda Hale
Notary Public in and for State of KS

My Commission Expires:

9-16-26

DC2 PROPERTY OWNER

QTS CEDAR RAPIDS I DC2, LLC

By: _____

Name: Adam Haubenreich

Title: Authorized Signatory

STATE OF Kansas)
) ss
COUNTY OF Johnson)

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of QTS Cedar Rapids I DC2, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



Linda Male
Notary Public in and for State of KS
My Commission Expires: 9-16-26

DC3 PROPERTY OWNER

QTS CEDAR RAPIDS I DC3, LLC

By: _____

Name: Adam Haubenreich

Title: Authorized Signatory

STATE OF Kansas)

COUNTY OF Johnson) ss

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of QTS Cedar Rapids I DC3, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



Linda Male

Notary Public in and for State of KS

My Commission Expires:

9-16-26

DC4 PROPERTY OWNER

QTS CEDAR RAPIDS I DC4, LLC

By: _____

Name: Adam Haubenreich

Title: Authorized Signatory

STATE OF Kansas)

COUNTY OF Johnson) ss

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of QTS Cedar Rapids I DC4, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



Linda Male
Notary Public in and for State of KS
My Commission Expires:
9-16-26

DC5 PROPERTY OWNER

QTS CEDAR RAPIDS I DC5, LLC

By: [Signature]
Name: Adam Haubenreich
Title: Authorized Signatory

STATE OF Kansas)
COUNTY OF Johnson) ss

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of QTS Cedar Rapids I DC5, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



[Signature]
Notary Public in and for State of KS
My Commission Expires: 9-16-26

DC6 PROPERTY OWNER

QTS CEDAR RAPIDS I DC6, LLC

By: _____

Name: Adam Haubenreich

Title: Authorized Signatory

STATE OF Kansas)
COUNTY OF Johnson) ss

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of QTS Cedar Rapids I DC6, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



Linda M. Male
Notary Public in and for State of KS
My Commission Expires: 9-16-26

DC7 PROPERTY OWNER

QTS CEDAR RAPIDS I DC7, LLC

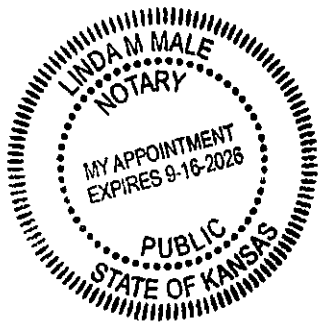
By: _____

Name: Adam Haubenreich

Title: Authorized Signatory

STATE OF Kansas)
COUNTY OF Johnson) ss

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of QTS Cedar Rapids I DC7, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



Linda Male
Notary Public in and for State of KS
My Commission Expires: 9-16-26

LOT A FIRST ADDITION PROPERTY OWNER

QTS CEDAR RAPIDS I WEST LLC

By: _____

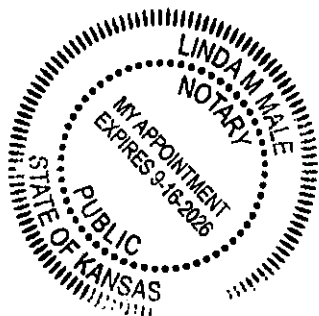
Name: Adam Haubenreich

Title: Authorized Signatory

STATE OF Kansas)

COUNTY OF Johnson) ss

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of QTS Cedar Rapids I West, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



Linda Male

Notary Public in and for State of KS

My Commission Expires: 9-16-26

LOT A SECOND ADDITION PROPERTY OWNER

QTS CEDAR RAPIDS I EAST, LLC

By: _____

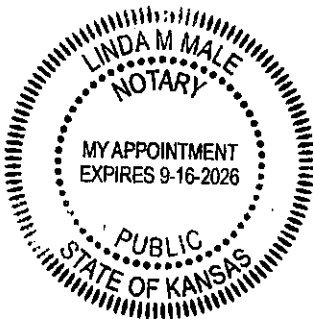
Name: Adam Haubenreich

Title: Authorized Signatory

STATE OF Kansas)

COUNTY OF Johnson) ss

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of QTS Cedar Rapids I East, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



Linda Male
Notary Public in and for State of KAN
My Commission Expires: 9-16-26

LOT B FIRST ADDTION PROPERTY OWNER

QTS CEDAR RAPIDS INFRASTRUCTURE I WEST, LLC

By: [Signature]
Name: Adam Haubenreich
Title: Authorized Signatory

STATE OF Kansas)
COUNTY OF Johnson) ss

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of QTS Cedar Rapids Infrastructure I West, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



[Signature]
Notary Public in and for State of KS
My Commission Expires: 9-16-26

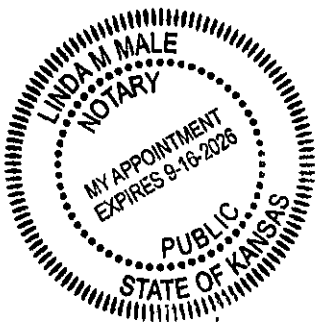
LOT B SECOND ADDTION PROPERTY OWNER

QTS CEDAR RAPIDS INFRASTRUCTURE I EAST, LLC

By: _____
Name: Adam Haubenreich
Title: Authorized Signatory

STATE OF Kansas)
COUNTY OF Johnson) ss

On this 9th day of December, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Adam Haubenreich, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of QTS Cedar Rapids Infrastructure I East, LLC, and that said instrument was signed on behalf of said company; and acknowledged said instrument to be the free act and deed of said company by it voluntarily executed.



Linda Male
Notary Public in and for State of KS
My Commission Expires: 9-16-26