Execution Version

DEVELOPMENT AGREEMENT

By and between

THE CITY OF CEDAR RAPIDS, IOWA
("CITY"),

And

QTS CEDAR RAPIDS I, LLC
("DEVELOPER" AND "PROPERTY OWNER")

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made effective as of the 28th day of January 2025 ("**Effective Date**") by and between the **CITY OF CEDAR RAPIDS, IOWA,** a municipality having an office for the transaction of business at 101 First Street SE, Cedar Rapids, Iowa 52401 (the "**City**") established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters15A and 403, as amended, of the Code of Iowa, 2025, and **QTS CEDAR RAPIDS I, LLC** a Delaware limited liability company (the "**Developer**" and "**Property Owner**"). Each of the City and the Developer/Property Owner may be referred to herein as a "**Party**" and together, the "**Parties**".

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Law, the City has undertaken a program for facilitating and supporting economic development activities that includes job retention/creation, private investment, and construction of public improvements and, in this connection, is engaged in carrying out urban renewal project activities in areas known as the Big Cedar West Urban Renewal Area (the "**West Urban Renewal Area**") and the Big Cedar East Urban Renewal Area (the "**East Urban Renewal Area**"), which areas are described in the Urban Renewal Plans approved for such areas by Resolutions Nos. 1584-11-24 (West Urban Renewal Area) and 1585-11-24 (East Urban Renewal Area) on November 19, 2024, as such Plans may from time to time be amended, in accordance with the Urban Renewal Law (together, the "**Urban Renewal Plans**"); and

WHEREAS, a copy of each of the foregoing Urban Renewal Plans, has been recorded among the land records in the office of the Recorder of Linn County, Iowa; and

WHEREAS, the Property Owner has acquired certain real property, which real property is located within the West Urban Renewal Area established by the City pursuant to Iowa Code Chapter 403 (the "**Urban Renewal Law**") and which property is described in Exhibit 1.1 (hereinafter referred to as the "**West Development Property**"); and

WHEREAS, the Property Owner has acquired certain real property, which real property is located within the East Urban Renewal Area established by the City pursuant to Urban Renewal Law and which property is described in Exhibit 1.1 (hereinafter referred to as the "**East Development Property**", and with the West Development Property referred to as the "**Development Property**"); and

WHEREAS, the Property Owner is willing to construct a new Data Center campus on the West Development Property and East Development Property in accordance with this Agreement, which will result in a substantial capital investment and the creation of new jobs in the City; and

WHEREAS, Property Owner intends to transfer portions of the Development Property to affiliated third parties, which third parties will assume the obligations of the Property Owner under this Agreement with respect to the portion of the Development Property acquired thereby; and

WHEREAS, the City believes that the planned development as described herein pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing development is being undertaken and assisted, and has determined to enter into this Agreement as to induce the construction of the project, all to the advantage of the City as a whole.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings:

(a) Affiliate means an entity that directly or indirectly controls the Developer, is controlled by the Developer, or is under common control with the Developer. "Control" includes majority ownership, operational or other functional control, or both.

(b) Agreement means this Agreement and all exhibits hereto, as the same may be from time to time modified, amended or supplemented.

(c) Annual Certification means the certification provided by the Developer to the City under *Section 5.3* which documents the Developer's compliance with the reporting requirements outlined in this Agreement.

(d) Certificate of Occupancy means, for each Data Center building, the final certificate issued by the City evidencing the right to occupy the building.

(e) City means the City of Cedar Rapids, Iowa, or any successor to its functions.

(f) Code means the Code of Iowa, 2025, as amended.

(g) Company means collectively Developer and all Property Owners. Notwithstanding the collective definition of Company, Property Owners are not liable for any obligation or debt of another Property Owner.

(h) Confidential Information means all strategic, functional, technical, financial, and other information (including all related know-how, implementation, operational methods and procedures) related to the business of a Party, which is disclosed by one Party to the other Party, to the extent that such information is (a) clearly and conspicuously marked as "confidential" or with a similar designation, (b) identified by the disclosing Party as confidential and/or proprietary before, during, or promptly after presentation or communication, or (c) disclosed in a manner in which the disclosing Party reasonably communicated that the disclosure should be treated as confidential under the Iowa Open Records Law, whether or not the specific designation "confidential" or any similar designation is used, but excluding information that (a) is independently developed by the receiving Party, (b) is lawfully received by the receiving Party free of any obligation to keep it confidential, or (c) becomes generally available to the public other than by breach of this Agreement. Disclosure of Confidential Information is subject to the Iowa Open Records Law and *Section 11.17*.

(i) County means the County of Linn, Iowa.

(j) Data Center means each separate industrial structure constructed by the Company on the Development Property which meets the definition under Iowa Code § 423.3(95)(e)(1).

(k) Developer means QTS CEDAR RAPIDS I, LLC, a Delaware limited liability company, and its successors and assigns.

(l) Development Property means the West Development Property and East Development Property.

(m) East Development Property means the properties legally described in Exhibit 1.1 attached hereto.

(n) East Initial Project Economic Development Grants means the annual payments made by the City to the Developer from the East Initial Project Tax Increments under the terms and conditions described in *Article VI.*

(o) East Initial Project Ordinance means the ordinance of the City under which the taxes levied on the East Initial Project Parcel shall be divided and a portion paid into East Initial Project TIF Account.

(p) East Initial Project Parcel means a Project Parcel derived from the East Development Property and upon which the East Initial Project Phase is constructed.

(q) East Initial Project Phase means construction of an initial Project Phase on the East Initial Project Parcel.

(r) East Initial Project Tax Increments means the tax increment revenues collected by the City under the authority of Section 403.19 of the Code and the East Initial Project Ordinance implementing the division of the taxes under Section 403.19 with respect to the East Initial Project Parcel and the East Initial Project Phase constructed thereon (to the extent subject to ad valorem taxes).

(s) East Initial Project TIF Account means a separate account within the East Urban Renewal Area Tax Increment Revenue Fund of the City, in which there shall be deposited the East Initial Project Tax Increments.

(t) East Urban Renewal Area Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Section 403.9 or 403.12 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the East Urban Renewal Plan for the East Urban Renewal Area.

(u) Economic Development Rebates means the franchise fee rebates provided by the City to the Developer pursuant to *Section 6.7*.

(v) Effective Date means the date this Agreement is executed by and on behalf of the City and the Developer.

(w) Event of Default means any of the events described in *Section 10.1* of this Agreement.

(x) Full Time Employees means employees who work at least 30 hours per week or 1,560 hours per year and are paid at or above the applicable qualifying wage threshold in accordance with the labor shed wages as calculated by Iowa Economic Development Authority. The year that each Data Center building is completed, as evidenced by a Certificate of Occupancy, shall be the year for determining the applicable qualifying wage threshold for the employees working in that Data Center.

(y) Minimum Improvements means the West Initial Project Phase and East Initial Project Phase.

(z) Minimum Investment means investment of no less than Two Hundred and Fifty Million U.S. Dollars ($250,000,000) in a Project Phase, including acquisition of real property; construction of buildings and other structures; equipment; public improvements laid, installed or constructed by Developer; and related site improvements.

(aa) Mortgage means any mortgage or security agreement in which the respective Property Owner or any of the respective Property Owner's successors or assigns has granted a mortgage or other security interest in the portion of Development Property owned by the respective Property Owner, or any portion or parcel thereof, and any improvements constructed thereon.

(bb) Plans means the plans, specifications, drawings and related documents reflecting the engineered site improvements and construction of a Data Center and related buildings by the Company on the Development Property, described in *Section 3.2* hereof.

(cc) Project means the construction of a new data center campus over two or more phases (each a "Phase" or "Project Phase") on the Development Property.

(dd) Project Parcel means that portion of the Development Property platted or subdivided into a separate parcel and upon which a Project Phase is completed.

(ee) Project Phase means the construction of one or more Data Center, each at least 300,000 square feet in size, which Project Phase shall require a Minimum Investment and be constructed on a particular Project Parcel.

(ff) Property Owner means Developer and each additional entity that holds title to a portion of the Development Property and satisfies the requirements set forth in *Section 1.2.*

(gg) Public Improvements means the infrastructure improvements to be completed by the City in the Urban Renewal Areas as follows: water main and sanitary sewer improvements to the Development Property as depicted in Exhibit 4.1; and paving 76th Avenue to urban cross section standards from Edgewood Road SW west to the City limits as depicted in Exhibit 4.2.

(hh) State means the State of Iowa.

(ii) Termination Date shall have the meaning ascribed to such term in *Section 11.10.*

(jj) Unavoidable Delays means delays caused by acts or occurrences outside the reasonable control of the Party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses; strikes, boycotts, lockouts or other labor disputes; war, terrorism, insurrection, civil or military disturbance, nuclear or natural catastrophes, delays in transportation or delivery of material or equipment, pandemics, or epidemics; litigation commenced by third parties; the acts of any federal, State or local governmental unit (other than the City); or failure or refusal by the applicable utility company or other electrical service provider to enter into, or deliver electrical service in accordance with, a definitive electrical service agreement(s) for critical power delivery for any Project Phase.

(kk) Urban Renewal Law means Chapter 403 of the Code.

(ll) West Development Property means the properties legally described in Exhibit 1.1 attached hereto.

(mm) West Initial Project Economic Development Grants means the annual payments made by the City to the Developer from the West Initial Project Phase Tax Increments under the terms and conditions described in *Article VI.*

(nn) West Initial Project Ordinance means the ordinance of the City under which the taxes levied on the West Initial Project Parcel shall be divided and a portion paid into the West Initial Project TIF Account.

(oo) West Initial Project Parcel means a Project Parcel derived from the West Development Property and upon which the West Initial Project Phase is constructed.

(pp) West Initial Project Phase means construction of an initial Project Phase on the West Initial Project Parcel.

(qq) West Initial Project Tax Increments means the tax increment revenues collected by the City under the authority of Section 403.19 of the Code and the West Initial Project Ordinance implementing the division of the taxes under Section 403.19 with respect to the West Initial Project Parcel and the West Initial Project Phase constructed thereon (to the extent subject to ad valorem taxes).

(rr) West Initial Project TIF Account means a separate account within the West Urban Renewal Area Tax Increment Revenue Fund of the City, in which there shall be deposited the West Initial Project Tax Increments.

(ss) West Urban Renewal Area Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Section 403.9 or 403.12 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the West Urban Renewal Plan for the West Urban Renewal Area.

Section 1.2 Property Owner. An entity shall be deemed a Property Owner under this Agreement with respect to a portion of the Development Property if all of the following are satisfied:

(a) The entity is affiliated with Developer;
(b) The entity is duly organized, validly existing and in good standing under the laws of the State of its formation, and is registered to do business in the State of Iowa;
(c) The entity acquires title to a portion of the Development Property;
(d) The entity assumes in writing all of the obligations of a Property Owner under this Agreement with respect to that portion of the Development Property it acquires;
(e) The Developer provides the City with all of the following information with respect to the entity:
  i. The legal name of the entity, its business address, and state of formation;
  ii. The name, title and address of the representative of the entity who will receive notice under *Section 11.2*;
  iii. A recorded version of the deed transferring the portion of the Development Property to the entity; and
  iv. A copy of the entity's written assumption of obligations under this Agreement as the Property Owner for the portion of the Development Property the entity acquired, which written assumption shall include a verification that all of the representations and warranties in *Article II* attributable to the Property Owner or the Company are true with respect to the entity;
(f) The City Council approves of the Property Owner's assumption of obligations under this Agreement, which approval shall be promptly granted if the requirements of *Section 1.2 (a-d)* are satisfied; and
(g) Such transfer and assumption by the new entity is not precluded by law.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Section 2.2. Representations and Warranties of the Company. The Company makes the following representations and warranties as of the date of execution of this Agreement:

(a) The Developer is duly organized, validly existing and in good standing under the laws of the State of Delaware, is qualified to do business in the State of Iowa and has all requisite power and authority to own and operate the Project, to carry on business as now conducted and as presently proposed to be conducted, and to enter into and perform the obligations under the Agreement.

(b) Each Property Owner shall be duly organized, validly existing and in good standing under the laws of the State of its formation, qualified to do business in the State of Iowa and shall have all of the requisite power and authority to own, in whole or in part, and operate the Project, to carry on business as now conducted and as presently proposed to be conducted, and to enter into and perform the obligations under this Agreement.

(c) This Agreement has been duly and validly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of the Company enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the certificate of organization or operating agreement of the Company or of any contractual restriction, evidence of indebtedness, agreement or instrument, of whatever nature to which the Company is now a party or by which it or the Development Property is bound, nor do they constitute a default under any of the foregoing.

(e) There are no actions, suits or proceedings pending or threatened against or affecting the Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Company or which in any manner raises any questions affecting the validity of the Agreement or the Company's ability to perform respective obligations under this Agreement.

(f) The Company has not received any notice from any local, State or federal official that the activities of the Company with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Company is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Company is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

(g) The respective Property Owner has, or will have prior to completion of construction of each Data Center, firm financing or capital commitment sufficient to complete and operate the Data Center in accordance with this Agreement.

(h) The Company will cooperate fully with the City in the prompt resolution of any traffic, parking, trash removal, public safety and workplace safety, state or federal safety or labor matters, or any other problems that may arise in connection with the construction and operation of the Project. The Company will obtain from the City any temporary construction easements and parking agreements, if necessary.

(i) But for the consideration being made by the City to the Developer pursuant to this Agreement, including the Economic Development Grants and Economic Development Rebates, the Company would not undertake the Project under this Agreement.

(j) The Company reasonably expects that the construction of the Project on the Development Property will result in the creation and retention of jobs, both during the construction phase and thereafter until the Termination Date.

(k) The Developer reasonably expects that the construction of the Project will result in the total capital investment of not less than Seven Hundred Fifty Million Dollars ($750,000,000).

ARTICLE III
CONSTRUCTION OF PROJECT

Section 3.1. Construction of Project.

(a) Company agrees to cause the Project to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements.

(b) Company agrees that the scope and scale of the Project to be constructed shall not be significantly less than the scope and scale of the Project as detailed and outlined in this Agreement, including the description in Exhibit 3.1.

(c) Company agrees that they shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Project to inspect such construction and the progress thereof, subject to reasonable rules and regulations for the construction site.

Section 3.2. Plans.

(a) The respective Property Owner(s) shall have Plans for each Project Phase submitted to the City before construction of any portion of the Project Phase has commenced, consistent with the normal process for obtaining a building permit in the City. The City may review the Plans to determine that such Plans are consistent with this Agreement. If the City objects to any of the Plans, it must notify the respective Property Owner within fifteen (15) business days of the City's receipt of such Plans of City's objections, specifying in detail the reasons for City's objections. If the City does not notify the respective Property Owner during this period, then it is deemed that the City has accepted the Plans.

(b) The Plans must:

(i) conform to the terms and conditions of this Agreement; and

(ii) conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements.

(c) Any such approval of the Plans pursuant to this *Section 3.2* shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit. The site development plans submitted for the Development Property on behalf of the respective Property Owner to the Development

Services Department of the City shall be adequate to serve as Plans, if such site plans are approved by the Development Services Department of the City in accordance with all applicable codes and regulations.

(d) Approval of the Plans by the City shall not relieve the respective Property Owner of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Plans by the City be deemed to constitute a waiver of any Event of Default.

(e) Approval of Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Project as constructed.

(f) Plans may be amended and resubmitted to the City for approval as set forth in this *Section 3.2.*

Section 3.3. Commencement and Completion of Construction.

(a) Subject to Unavoidable Delays, the Company shall cause construction of the West Initial Project Phase to commence no later than three years from the Effective Date of this Agreement and be completed no later than six (6) years from the commencement of construction, or by such other dates as the Parties agree upon in this Agreement. Prior to commencing the West Initial Project Phase, the Company shall divide by subdivision plat or plat of survey, a portion of the West Development Property into a separate Project Parcel upon which the West Initial Project Phase shall be completed.

(b) Subject to Unavoidable Delays, the Company shall cause construction of the East Initial Project Phase to commence within three (3) years of completion of the West Initial Project Phase and be completed no later than six (6) years from the commencement of construction, or by such other dates as the Parties agree upon in this Agreement. Prior to commencing the East Initial Project Phase, the Company shall divide by subdivision plat or plat of survey, a portion of the East Development Property into a separate Project Parcel upon which the East Initial Project Phase shall be completed.

(c) For purposes of this *Section 3.3*, construction shall be deemed to have commenced when vertical construction pursuant to a building permit has begun on the Project Phase and completion shall be evidenced by the Company's receipt from the City of a Certificate of Occupancy for the last building in the Project Phase.

(d) Time lost as a result of Unavoidable Delays shall be added to extend the anticipated commencement date or completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to a Project Phase shall be in conformity with the Plans approved by the City or any amendments thereto as may be approved by the City.

Section 3.4. Certificate of Completion.

(a) Upon written request of the respective Property Owner, submitted in its sole discretion, after issuance by the City of a Certificate of Occupancy for a Data Center on the portion of the Project Parcel owned by the Property Owner, the City shall provide the respective Property Owner with a Certificate of Completion for the Data Center, the form of which is attached hereto as Exhibit 3.4, in recordable form. Such Certificates of Completion shall be a conclusive determination of satisfactory completion and termination of the covenants and conditions of this Agreement with respect to all of the obligations of the respective Property Owner under this Agreement to construct the portion of the Project Phase owned by the Property Owner. The Certificates of Completion shall be recorded in the office of the Linn County, Iowa Recorder.

(b) If the City shall refuse or fail to provide a written statement in accordance with the provisions of this *Section 3.4*, the City shall, within ten (10) days after written request for a Certificate of Completion by the respective Property Owner, furnish the respective Property Owner with a written statement that shall set forth in adequate detail those measures or acts that will be necessary for the respective Property Owner to take or perform in order to obtain the requested Certificate of Completion.

Section 3.5. Notice of Delays. Until construction of a particular Project Phase has been completed, the Developer and respective Property Owner(s) shall give prompt notice in writing to the City of any adverse development which would materially affect or delay the commencement or completion of that Project Phase.

Section 3.6. Additional Phases. The Developer may elect, in its discretion, to complete up to seven (7) additional Project Phases in addition to the West Initial Project Phase and East Initial Project Phase. To be eligible for any incentives under this Agreement for each additional Project Phase, the Company must:

(a) Divide by subdivision plat or plat of survey a portion of the Development Property into an additional Project Parcel upon which the additional Project Phase will be completed.

(b) Cooperate with the City in establishing, to the extent allowed by the Urban Renewal Law then in existence, a separate urban renewal area and tax increment financing ordinance for the additional Project Parcel and amending this Agreement to authorize the additional Project Phase.

(c) Complete construction of the additional Project Phase on the additional Project Parcel consistent with the terms of this *Article III* by the earlier of: (i) the date that is twenty-five (25) years after the Effective Date of this Agreement; or (ii) six (6) years from the commencement of construction of the additional Project Phase, and these deadlines shall not be extended for any reason, including Unavoidable Delays (other than delays caused by a failure of an electrical service provider to provide electrical service in accordance with a definitive electrical service agreement(s) for critical power delivery for any Project Phase), without written agreement of the City.

(d) Comply with the terms of *Article V* with respect to the operation of each additional Project Phase.

ARTICLE IV
CONSTRUCTION OF PUBLIC IMPROVEMENTS BY CITY

Section 4.1. Conditions to Construction. Contingent on Company's compliance with the terms of this Agreement, and contingent upon satisfaction of the conditions precedent set forth below in this *Section 4.1,* the City intends to cause the construction of certain Public Improvements to support the Project. The City's obligation to cause construction of the Public Improvements shall be subject in all respects to Unavoidable Delays and to the satisfaction of all conditions and procedures required by law (in the judgment of any counsel for the City) for the planning, designing, letting, constructing, inspecting, and funding of the Public Improvements, including but not limited to the requirements of Iowa Code Chapters 26, 384, 403, and 573, and including the holding of all required public hearings relating to the same. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement with respect to construction of the Public Improvements is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings, and subject to each of the following conditions precedent:

(a) The City shall have completed all applicable public bidding requirements for the Public Improvements in the City's sole discretion and shall have awarded contract(s) for the Public Improvements acceptable to the City in its sole discretion; and

(b) The Company providing all necessary public utility easements and right of way for the Public Improvements, if any, over and through the Development Property with no compensation to Developer, as required by *Article VII*; and

(c) The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the issuance the bonds, notes or other indebtedness necessary for the construction of the Public Improvements, if any, (in the sole judgment of bond counsel for the City); and

(d) The City shall have secured financing for the construction of the Public Improvements, on such terms and conditions as it shall deem necessary or desirable in its sole discretion; and

(e) There has not been a substantial change for the worse in the financial resources and the ability of the Company, or a substantial decrease in the financing commitment secured by Developer for construction of the West Initial Project Phase, which changes make the Company unable to fulfill its covenants and obligations under this Agreement; and

(f) The Company is in material compliance with all of the terms and provisions of this Agreement.

Section 4.2. Design of the Public Improvements; No Special Rights. The design of the Public Improvements shall be the City's responsibility. The Public Improvements shall be constructed by the City at no additional cost to the Company other than through the payment of property taxes and other taxes and fees applicable to similarly situated businesses. Company recognizes and agrees that the Public Improvements shall be owned and maintained by the City and that nothing in this Agreement grants Company any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Public Improvements. The Parties agree that the City and other Indemnified Parties described in *Article VIII* are not responsible for and will have no liability to Company associated with the specifications, design, plans, quality of construction, or sufficiency of the Public Improvements for any particular purpose.

Section 4.3. Construction of the Public Improvements. Contingent on Company's compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in *Section 4.1* of this Agreement, the City shall fund and then construct the Public Improvements by: (i) no later than July 1, 2025 with respect to the water and sanitary sewer improvements; and (ii) no later than the date the last Project Phase on the Development Property is completed with respect to the 76th Avenue improvements. The City's obligation to construct the Public Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the City) by Chapters 384 and 403 of the Code including the holding of all required public hearings relating to the same. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

ARTICLE V
COVENANTS OF EACH PROPERTY OWNER

Section 5.1. Covenants of each Property Owner. Following the completion of the first Data Center and until the Termination Date set forth in *Section 11.10* hereof, each Property Owner, solely on its own behalf, agrees with the City as follows:

(a) Maintenance of Property. The Property Owner will maintain, preserve and keep its portion of the Development Property and any improvements thereon (whether owned in fee or a leasehold interest) in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions in its sole and absolute discretion.

(b) Books and Records. The Property Owner will keep at all times proper books of record and account in which full, true and correct entries will be made of all material dealings and transactions of or in relation to the business and affairs of the Property Owner related to this Agreement in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Property Owner will provide reasonable protection against loss or damage of such books of record and account.

(c) Compliance with Laws. In the construction, use, and occupancy of the Project, the Property Owner will comply with all laws, rules and regulations relating to its business.

(d) Non-Discrimination. In its construction, use, and occupancy of the Project, the Property Owner shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, sexual orientation, gender identity or disability. The Property Owner shall ensure that applicants for employment are considered, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age or disability.

(e) Real Estate Taxes. The Property Owner shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property owned by the Property Owner. The Property Owner agrees that, while this Agreement remains in force and effect, it will not seek and shall not be eligible for any tax deferral, reimbursement, or exemption, either presently or prospectively authorized under Iowa Code Chapter 15, 403, 404, or 427B, except as expressly provided for herein or in any amendment hereto. Notwithstanding anything to the contrary herein, the Development Property will be eligible for the property tax exclusion allowed by Iowa Code Section 403.6(18) during the construction of any Project Phase as and to the extent set forth in the Urban Renewal Plans.

(f) Unemployment Insurance. Except as otherwise provided by law, the Property Owner shall only utilize workers on the Project that have unemployment insurance coverage provided by the contractor or subcontractor by which the worker is employed. The Property Owner is required, upon request from the City, to provide proof of the State statutory required unemployment insurance coverage for all workers on the Project from all contractors and subcontractors.

(g) Workers' Compensation Insurance. Except as otherwise provided by law, the Property Owner shall only utilize workers on the Project that have workers' compensation coverage provided by the contractor or subcontractor by which the worker is employed. The Property Owner is required, upon request from the City, to provide proof of the State statutory required workers' compensation insurance for all workers on the Project from all contractors and subcontractors.

(h) Subcontractors. The Property Owner is required, upon request from the City, to provide a list of all subcontractors performing work on the Project.

(i) Completion Guarantee. By signing this Agreement, the Property Owner hereby agrees to comply with all the terms and provision of this Agreement pertaining to the obligations with respect to the construction of the Project. Without limiting the generality of the foregoing, the Property Owner agrees that: (a) construction of the Project shall commence and be completed within the time limits set forth herein; (b) the Project shall be constructed and completed in accordance with any approved site plans or Plans; (c) the Project shall be constructed and completed free and clear of any mechanic's liens, materialman's liens, and equitable liens; (d) the Project shall be constructed in accordance with all applicable City, State, and federal laws and regulations pertaining to workplace safety and applicable labor standards; and (e) all costs of constructing the Project shall be paid when due. Notwithstanding the foregoing, the Property Owner may contest liens and obligations on the basis of quality of work or materials, timeliness of completion of work, or other recognized reasons to challenge the entitlement of any party to payment for work or materials provided.

Section 5.2. Employment.

(a) From and after the completion of each Project Phase (the **"Employment Date"**), the Company and their respective contractors, tenants, and Affiliates, shall employ no less than 15 Full Time Employees at the completed Project Phase (**"Employment Threshold"**).

(b) Failure by the Company to comply fully with the provisions of this *Section 5.2* shall be governed exclusively by *Sections 6.5* and *6.9* hereof and shall not constitute an Event of Default under *Section 10.1*.

Section 5.3. Annual Certification. To assist the City in monitoring the performance of the Company hereunder, beginning on November 1 of the year following the year in which the West Initial Project Phase is completed, and on each November 1 thereafter until the Termination Date, a duly authorized officer of the Company shall annually certify to the City the average monthly number of Full Time Employees and their respective wage rates at each completed Project Phase (starting with Employment Date for each Project Phase) for the preceding twelve (12) month period. The certification required in this *Section 5.3* shall not disclose names of employees, tenants or other personally identifiable information.

Section 5.4. Annual Meeting. While this Agreement remains in force and effect, the City and Developer shall meet, virtually or in person, on an annual basis to mutually provide development updates. The updates may include, but are not limited to, development and infrastructure planning, market barriers and trends, and other updates as necessary for the Parties to remain abreast of issues pertaining to local economic conditions and development of the Development Property. Outside of the annual meeting, the City and Developer may meet on an ad-hoc basis to discuss the timing and development of any forthcoming additional Project Phase, or infrastructure projects being undertaken by the City which may impact the Development Property or the Project. The first annual meeting shall occur in August 2025 and shall thereafter continue annually on or about the anniversary of the first meeting.

Section 5.5. RISE Grant and Other Programs. The Company and the City shall mutually cooperate in applying for, and remaining qualified for, other supplementary state programs used to finance public improvements to support the development of the Development Property, including the Revitalize Iowa's Sound Economy ("**RISE**") Fund pursuant to Iowa Code Chapter 315, which RISE or other State funding may require the Company to report information on created and/or retained jobs in connection with the Project.

ARTICLE VI
FINANCIAL INCENTIVES

Section 6.1. Economic Development Grants. For and in consideration of the obligations being assumed by Company hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plans for the Urban Renewal Areas and the Urban Renewal Law, the City agrees, subject to the Developer and respective Property Owners being and remaining in compliance with this Agreement, to make annual payments of Economic Development Grants to Developer under the following terms and conditions.

(a) Amount of Grants.

(i) West Initial Project Phase Economic Development Grants. Subject to completion of the West Initial Project Phase upon the West Initial Project Parcel and satisfaction of the conditions precedent set forth in *Section 6.2*, the City shall make up to twenty (20) consecutive, annual West Initial Project Economic Development Grants to Developer beginning on September 1 after the first full fiscal year the City receives West Initial Project Tax Increments derived from the West Initial Project Parcel and the West Initial Project Phase, and continuing each September 1 thereafter until the earlier of: (i) twenty (20) West Initial Project Economic Development Grants have been paid; (ii) the Cumulative Maximum Amount of Grants has been paid; or (iii) this Agreement is terminated as to the West Initial Project Phase. Each West Initial Project Economic Development Grant shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the West Initial Project Phase and West Initial Project Parcel. Each annual West Initial Project Economic Development Grant shall be equal in amount to 70% of the West Initial Project Tax Increments that may be collected by the City with respect to the West Initial Project Phase and West Initial Project Parcel under the terms of the West Initial Project Ordinance and deposited into the West Initial Project TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article. The West Initial Project Economic Development Grants shall not be payable in any manner by other tax increment revenues, other than those derived from the West Initial Project Parcel and development thereon, or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of West Initial Project Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of West Initial Project Economic Development Grants for which Developer is eligible.

(ii) East Initial Project Economic Development Grants. Subject to completion of the East Initial Project Phase upon the East Initial Project Parcel and satisfaction of the conditions precedent set forth in *Section 6.2*, the City shall make up to twenty (20) consecutive, annual East Initial Project Economic Development Grants to Developer beginning on September 1 after the first full fiscal year the City receives East Initial Project Tax Increments, and continuing each September 1 thereafter until the earlier of: (i) twenty (20) East Initial Project Economic Development Grants have been paid; (ii) the Cumulative Maximum Amount of Grants has been paid; or (iii) this Agreement is terminated as to the East Initial Project Phase. Each East Initial Project Economic Development Grant shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the East Initial Project Phase and East Initial Project Parcel. Each annual East Initial Phase Economic Development Grant shall be equal in amount to 70% of the East Initial Phase Tax Increments that may be collected by the City with respect to the East Initial Project Phase and East Initial Project Parcel under the terms of the East Initial Project Ordinance and deposited into the East Initial Project TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article. The East Initial Project Economic Development Grants shall not be payable in any manner by other tax increment revenues, other than those derived from the East Initial Project Parcel and development thereon, or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of East Initial Project Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of East Initial Project Economic Development Grants for which Developer is eligible.

(b) Timing of Grants. The parties acknowledge and agree that the timing of the Economic Development Grants payable under Section 6.1 is dependent upon the initiation of the collection of Tax Increments, which is subject to the following terms and conditions:

(i) West Initial Project Economic Development Grants. Developer shall submit a written request to the City by September 15 of the year in which Developer desires that the City first certify debt to the County pursuant to Iowa Code 403.19 in the West Urban Renewal Area; the parties acknowledge and agree that pursuant to Iowa Code Section 403.19, the base value of the West Initial Project Parcel for purposes of calculating West Initial Project Tax Increments will be the assessed value of the West Initial Project Parcel as of January 1 of the calendar year preceding the year in which the debt is first certified by the City to the County in the West Urban Renewal Area. The City shall certify debt to the County pursuant to Iowa Code 403.19 in the West Urban Renewal Area by the December 1 immediately following the City's receipt of Developer's written request. The City will receive the first full year of West Initial Project Tax Increment in the fiscal year following the certification of debt in the West Urban Renewal Area and shall make the first West Initial Project Economic Development Grant on September 1 after the first full fiscal year the City receives West Initial

Project Tax Increment. The Developer shall submit its written request for the West Urban Renewal Area to the City by no later than September 15, 2035; if the Developer fails to do so, then the provisions of this Agreement with respect to the West Initial Project Economic Development Grants shall immediately terminate and have no further force and effect as of September 16, 2035. Notwithstanding any term in this Agreement to contrary, the Developer may request that the City certify debt prior to the completion of the West Initial Project Phase and the City shall certify debt accordingly, but the City shall not make any West Initial Project Economic Development Grant unless all of the conditions in *Section 6.2* are satisfied.

(ii) East Initial Project Economic Development Grants. The Developer shall submit a written request to the City by September 15 of the year in which the Developer desires that the City first certify debt to the County pursuant to Iowa Code 403.19 in the East Urban Renewal Area; the parties acknowledge and agree that pursuant to Iowa Code Section 403.19, the base value of the East Initial Project Parcel for purposes of calculating East Initial Project Tax Increments will be the assessed value of the East Initial Project Parcel as of January 1 of the calendar year preceding the year in which the debt is first certified by the City to the County in the East Urban Renewal Area. The City shall certify debt to the County in the East Urban Renewal Area pursuant to Iowa Code 403.19 by the December 1 immediately following the City's receipt of Developer's written request. The City will receive the first full year of East Initial Project Tax Increment in the fiscal year following the certification of debt in the East Urban Renewal Area and shall make the first East Initial Project Economic Development Grant on September 1 after the first full fiscal year the City receives East Initial Project Tax Increment. The Developer shall submit its written request for the East Urban Renewal Area to the City by no later than September 15, 2044; if the Developer fails to do so, then the provisions of this Agreement with respect to the East Initial Project Economic Development Grants shall immediately terminate and have no further force and effect as of September 16, 2044. Notwithstanding any term in this Agreement to contrary, Developer may request that the City certify debt prior to the completion of the East Initial Project Phase and the City shall certify debt accordingly, but the City shall not make any East Initial Project Economic Development Grant payments unless all of the conditions in *Section 6.2* are satisfied.

(c) Cumulative Maximum Amount of Economic Development Grants. The maximum amount of the Economic Development Grants that may be paid to the Developer on an aggregate basis for all phases under this Agreement, or any amendment hereto, shall not exceed the lesser of: (i) the amount of available incremental taxes under the formulas and schedules set forth in Section 6.1(a); or (ii) $1,000,000,000.00 ("**Cumulative Maximum Amount of Grants**"). It is agreed and understood that each Economic Development Grant shall be payable from and secured solely and only by incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Development Property and development thereon; and in no event shall Developer be entitled to receive more than calculated under the formulas set forth in *Section 6.1(a)*, even if the Cumulative Maximum Amount of Grants as set forth in this *Section 6.1(c)* is not met.

(d) No Extension. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if the respective Property Owner fully complies with the provisions hereof and Developer becomes entitled thereto, up to the Cumulative Maximum Amount of Grants set forth in *Section 6.1(c)*.

Section 6.2. Conditions Precedent. Notwithstanding the provisions of *Section 6.1* above, the obligation of the City to make an Economic Development Grant with respect to a Project Phase in any year shall be subject to and conditioned upon the following:

(a) Timely completion of the respective Project Phase (for the avoidance of doubt, while Economic Development Grant payments for a particular Project Phase may commence prior to the deadline for completing the Project Phase, if the Project Phase is not completed by the applicable deadline then no Economic Development Grant payments for that Project Phase shall be made after the expiration of the completion deadline); and

(b) The respective Property Owners' continued compliance with the terms of this Agreement, including, but not limited to, operation of the Project Phase consistent with this Agreement and payment of property taxes on the Project Parcel; and

(c) The Company's timely filing of the Annual Certifications required under *Section 5.3*; and

(d) The Developer shall have made its annual payments into the Community Betterment Fund as required by *Section 6.10* for the applicable Project Phase unless such payments are excused by the terms of *Article VI* of this Agreement.

In the event that an Event of Default occurs or any certification filed by the Company under *Section 5.3* (or other information) discloses the existence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have the remedies set forth in *Section 10.2*.

Section 6.3. Annual Appropriation.

(a) Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the Parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

(b) Notwithstanding the provisions of *Section 6.1* hereof, the City shall have no obligation to make an Economic Development Grant to the Developer if at any time during the term hereof the City fails to appropriate funds; the City can no longer receive Tax Increments from the Development Property; or the City receives a final unappealable opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Project to fund an Economic Development Grant to the Developer, as contemplated under said *Section 6.1*, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Law or other applicable provisions of the Code, as then applicable to the Project. Upon such circumstances, the City shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue following the filing of final opinion by the Court with the highest jurisdiction in the State, without passage of legislation altering the outcome of the opinion for a period during which four (4) Economic Development Grants would otherwise have been paid to the Developer under the terms of *Section 6.1*, the City may terminate this Agreement, without penalty or other liability to the Company, by written notice to the Company. In the event of an opinion or ruling that may be appealed to a higher court of competent jurisdiction, the City agrees that it will appeal the opinion or ruling to the highest court of competent jurisdiction and will pursue the appeal until a final opinion is filed in the case by the court with highest jurisdiction in the State; provided that the Company shall indemnify the City for all costs incurred in pursuing any such appeals. Company may intervene in the judicial proceedings.

(c) The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the applicable Tax Increments (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

(d) Although non-appropriation of the Economic Development Grants shall under no circumstances constitute an Event of Default hereunder, if in any year the Economic Development Grants are not paid to the Developer due to the City's non-appropriation, or due to the invalidation of the Economic Development Grant obligation by a court decision, the Developer and all of the Property Owners collectively shall have the right to terminate this Agreement or to withhold the Community Betterment Fund payment up to the amount of the Economic Development Grant not paid by the City. In the event a court decision is subsequently reversed by a higher court or the enactment of legislation altering the court decision, and the Economic Development Grants are thereafter valid, the City will consider appropriation of the Economic Development Grants, and to the extent Economic Development Grants are resumed Developer will make Community Betterment Fund payments for the remainder of the twenty-year period, unless excused pursuant to this *Article VI.*

Section 6.4. Use of Other Tax Increments. The City shall be free to use any and all available Tax Increments resulting from the suspension or termination of the Economic Development Grants for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Law (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Company with respect to the use thereof.

Section 6.5. Reduction of Grant Payments.

(a) If on or after the first anniversary of the Employment Date for each Project Phase, fewer than 15 Full Time Employees are maintained at a Project Phase, as evidenced by the applicable Annual Certification or otherwise, the City shall have no obligation to make the next Economic Development Grant for that Project Phase.

(b) Each Annual Certification filed by the Company shall be considered separately in determining whether the City shall be entitled to eliminate any of the Economic Development Grant payments.

Section 6.6. Additional Phase Economic Development Grants. Should Company elect to complete one or more additional Project Phases (but not to exceed seven additional Project Phases) and satisfies the requirements of *Section 3.6* related to each additional Project Phase, the City agrees, to the extent allowed by the Urban Renewal Law then in existence, to establish a separate urban renewal area and tax increment financing ordinance for each additional Project Parcel and amend this Agreement to provide Economic Development Grants for the additional Project Phase under terms consistent with the terms applicable to the West Initial Project Economic Development Grants and East Initial Project Economic Development Grants ("**Additional Phase Economic Development Grants**"). Any Additional Phase Economic Development Grants shall count towards the Cumulative Maximum Grant Amount set forth in *Section 6.1(c).*

Section 6.7. Economic Development Rebates.

(a) For and in consideration of the obligations being assumed by the Company as set forth herein, and subject to the Developer and respective Property Owner being and remaining in compliance with the terms of this Agreement, the City agrees to make twenty (20) annual rebate payments to the Developer ("**Economic Development Rebates**") for each Data Center constructed on the Development Property, each rebate payment consisting of 75% of the electric franchise fee collected pursuant to Iowa Code §364.2(4)(f) during the prior twelve (12) months from the operation of the respective Data Center **("Data Center Franchise Fees").** The City and the Developer shall mutually cooperate with the electric utility company to identify the amount of the Data Center Franchise Fees paid for each Data Center.

(b) The City shall create a sub-account in which to deposit 75% of the Data Center Franchise Fees received from the electrical provider for each Data Center.

(c) Each Economic Development Rebate payment by the City to the Developer for each Data Center shall be an amount equal to 75% of the Data Center Franchise Fees collected by the City through the electrical provider (without regard to any interest that may accrue in the sub-account) during the prior twelve (12) month period, and shall be disbursed annually to the Developer commencing on or about one (1) full year after the completion of the Data Center, as evidenced by the issuance of a Certificate of Occupancy for the Data Center, and continuing thereafter annually until twenty (20) payments are made, unless terminated as provided for herein.

(d) The obligation of the City to make any Economic Development Rebate hereunder for any Data Center in any year shall be subject to and conditioned upon:

(i) The timely payment of all electric franchise fees due and payable for the completed Data Center.

(ii) The Developer and respective Property Owner must be in material compliance with the terms of this Agreement, including the obligations set forth in *Article V,* with respect to the applicable Project Phase.

(iii) The City must have the authority under applicable provisions of State Code, including Iowa Code Section 384.3A(3)(i), which authorizes the City to rebate electric franchise fees for economic development purposes.

(iv) The Developer shall have made its annual payments into the Community Betterment Fund for the applicable Project Phase in which the Data Center is constructed as required by *Section 6.10*, unless excused as provided in *Article VI.*

Section 6.8. Non-Appropriation/Limited Source of Funding.

(a) The Economic Development Rebates shall be paid only from Data Center Franchise Fees and shall not be payable from any other franchise fees, funds or taxes. Notwithstanding anything in this Agreement to the contrary, the obligation of the City to pay any installment of the Economic Development Rebate from the Data Center Franchise Fees shall be an obligation limited to currently budgeted funds, and is not a general obligation or other indebtedness of the City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of the City as provided in this *Section 6.8*. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring the City's election to non-appropriate funds otherwise required to be paid in the fiscal year under this Agreement.

(b) If the City Council of the City elects to not appropriate sufficient funds in the budget for any future fiscal year from the Data Center Franchise Fees for the payment in full of the Economic Development Rebate due and payable in that fiscal year, then the City shall have no further obligation to the Developer for the payment of any portion of the Economic Development Rebate due in that fiscal year which cannot be paid with the funds then appropriated for that purpose. Upon such non-appropriation, the City shall promptly forward a notice of the same to the Company.

(c) The right of non-appropriation reserved to the City in this *Section 6.8* is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Rebates shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined in a final and unappealable opinion of a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provisions shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the forgoing intent of the parties, and no event of default of the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

(d) Although non-appropriation of the Economic Development Rebate shall under no circumstances constitute an Event of Default hereunder, if in any year the Economic Development Rebates are not paid to the Developer due to the City's non-appropriation, or due to the invalidation of the Economic Development Rebate obligation by a final and unappealable court decision, the Developer and all of the Property Owners collectively shall have the right to terminate this Agreement or to withhold the Community Betterment Fund payment up to the amount of the Economic Development Rebate not paid by the City.

Section 6.9. Nonpayment of Economic Development Rebate Payments.

(a) If the Developer and the respective Property Owner are not in compliance with the employment requirement set forth in *Section 5.2* with respect to any Project Phase during any year, as evidenced by an Annual Certification or otherwise, the City shall have no obligation to make the next Economic Development Rebate for any Data Center in that Project Phase.

(b) Each Annual Certification shall be considered separately in determining whether the City shall be entitled to eliminate any of the Economic Development Rebate payments. Under no circumstances shall the failure by the Developer to qualify for an Economic Development Rebate in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Rebates may be awarded to the Developer, it being the intent of parties hereto to provide the Developer with an opportunity to receive up to twenty (20) Economic Development Rebates for each Data Center provided the Developer and the respective Property Owner fully complies with the provisions hereof and becomes entitled thereto.

Section 6.10. Community Betterment Fund.

(a) The Developer agrees to make up to twenty (20) annual payments for each Project Phase into a fund established by the City (the **"Community Betterment Fund"**) to assist with initiatives and projects which support the growth of amenities to benefit the community, including the Company and its employees, in an amount equal to $300,000 annually for each Project Phase, subject to the following limitations:

(i) The payments shall initiate for each Project Phase beginning in the fiscal year the City first receives incremental taxes from the Project Phase and continuing for twenty years.

(ii) The aggregate amount of payments into the Community Betterment Fund for each Project Phase will not exceed $6,000,000.00; and

(i) The aggregate amount of payments into the Community Betterment Fund for all Project Phases will not exceed $18,000,000.00.

(b) The Developer may prepay the payments once a Project Phase is identified and established using 8% to determine the net present value of an annuity to establish the amount to be paid.

(c) The Company will be provided with the opportunity to provide input to the City regarding use of the Fund.

ARTICLE VII
DEDICATION OF RIGHT-OF-WAY

Section 7.1. Dedication of Right-of-Way.

(a) With respect to the Development Property, the Company shall provide all necessary permanent and/or construction easements and/or dedicate any right-of-way necessary for the City, at no cost to the City, at mutually agreed upon locations, for any public improvements deemed by the City to be reasonably necessary to serve the Development Property, including but not limited to the Public Improvements described in this Agreement.

(b) With respect to the Development Property, the Company shall also provide permanent and construction easements, at mutually agreed upon locations, at no cost to the City, for an extension of water and wastewater service. Except for any willful misrepresentation or any willful or wanton, misconduct, negligence, or any unlawful act of the Company or its agents, servants and employees, to the extent allowed by law the City agrees to protect and defend the Company, now or forever, and further agrees to hold the Company harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the City's construction of the Public Improvements.

(c) The location of such easements or right-of-way shall be as agreed upon by the City and Company.

ARTICLE VIII
INDEMNIFICATION

Section 8.1. Release and Indemnification Covenants.

(a) The Developer and respective Property Owner release the City and the governing body members, officers, agents, servants and employees thereof (the **"Indemnified Parties"**) from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(b) Except for any willful misrepresentation or any willful or wanton, misconduct, negligence, or any unlawful act of the Indemnified Parties, the Developer and respective Property Owner agree to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from:

(i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Company against the City to enforce its rights under this Agreement),

(ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Project, or

(iii) any hazardous substance or environmental contamination located in or on the Development Property.

(c) The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Company or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

(e) It is the intent of the Parties that indemnification shall only be provided by the entity or entities that own the Data Center that caused the claim against the Indemnified Parties. The Property Owner of a Data Center is not liable to the City for indemnification with respect to property that is not owned by the particular Property Owner. To that extent, Property Owners are not jointly and severally liable for the obligations of a particular Property Owner.

(f) The provisions of this *Article VIII* shall survive the termination of this Agreement.

ARTICLE IX
ASSIGNMENT OR TRANSFER

Section 9.1. Status of the Company; No Transfer or Assignment. As security for the obligations of the Company under this Agreement, the Developer and each respective Property Owner agree, prior to the Termination Date, to maintain its existence as a company, and that it will not wind up or otherwise dispose of its interest in all or substantially all of the Development Property, or assign, participate, or otherwise act in a manner as to convey to any third party any interest in this Agreement to any other party unless:

(a) The transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of the Developer or respective Property Owner under this Agreement arising after the transfer of this Agreement; and

(b) The City consents thereto in writing in advance, not to be unreasonably withheld, conditioned, delayed or denied if the Developer and each respective Property Owner establish that the proposed transferee has comparable qualifications, financing and operating capabilities and would not exempt the Development Property from property tax liability. Notwithstanding the foregoing, however, or any other provisions of this Agreement, the City agrees that a Party to this Agreement without having to obtain the consent of the City:

(i) May lease any portion of the Project to third party tenants.

(ii) May pledge and/or assign any and/or all of their assets and real estate, including the Economic Development Grants and Economic Development Rebates, for any financing of the Project or for security accompanying a transfer of a Data Center to an acquiring company to which Developer has agreed to distribute all or a substantial portion of the Economic Development Grants arising from that Data Center and the Economic Development Rebates that pertain to the transferred Data Center,

(iii) Assign any or all portions of the Project to an Affiliate with comparable qualifications, financing and operating capabilities.

Section 9.2. Attorney's Fees for Transfer or Assignment. In the event that an assignment or transfer of the Agreement occurs under *Section 9.1*, the respective Property Owner or Developer agrees, on demand therefor, to pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection with the assignment or transfer.

Section 9.3. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Company, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or any Project from property tax liability, except with respect to the transfer of right of way to the City, the transfer of property interests, including easements, to utilities or the transfer of Development Property for infrastructure such as a substation to serve the Development Property. Nor can the Development Property or any portion of the Project be used as centrally assessed property (including but not limited to, Iowa Code 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapters 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)). This provision shall not apply to property interests conveyed to the City, governmental agency or State regulated utility provider for purposes of constructing or operating infrastructure or improvements related to the Project.

ARTICLE X
REMEDIES

Section 10.1. Events of Default Defined. The following shall be "**Events of Default**" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Developer and a respective Property Owner to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

(b) Failure by the Developer and Property Owners to cause the construction of Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitation of this Agreement;

(c) Transfer of any interest in the Agreement or Project by the Developer or a Property Owner, without the City's required consent in writing or other violations of the provisions of *Article IX* of this Agreement;

(d) The holder of any Mortgage that is given by respective Property Owner, or any successor or assign, on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents resulting in an involuntary sale or transfer of a Data Center to a person that does not become a party to this Agreement as a successor to the title to the Data Center involved in the foreclosure. Foreclosure of a mortgage against one or more Data Centers in a Project Phase is not an Event of Default as to the remaining Project Phases.

(e) The Developer or a Property Owner shall:

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

(ii) make an assignment for the benefit of its creditors; or

(iii) admit in writing its inability to pay its debts generally as they become due; or

(iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of a party as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the party or of the Project, or part thereof, shall be appointed in any proceedings brought against the party, and shall not be discharged within ninety (90) days after such appointment, or if the party shall consent to or acquiesce in such appointment.

(f) Any representation or warranty made by a Party in this Agreement or made by the Party in any written statement or certificate furnished by the Party pursuant to this Agreement, shall prove to have been knowingly incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in *Section 10.1* of this Agreement occurs and is continuing, as to Developer or a respective Property Owner, the City may take any one or more of the following actions after (except in the case of an Event of Default under subsections (e) or (f) of said *Section 10.1* which shall not require an opportunity to cure) the giving of sixty (60) days' written notice by the City to the Developer and the respective Property Owner of the Event of Default, but only if the Event of Default has not been cured within said sixty (60) days, or if the Event of Default cannot reasonably be cured within sixty (60) days and the Developer or respective Property Owner, as applicable, does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

(a) The City may suspend its performance under this Agreement with respect to a particular Project Phase until it receives assurances from the Developer or the respective Property Owner, deemed adequate by the City, that the Developer or the respective Property Owner will cure the default and continue its performance under this Agreement;

(b) The City may exercise its rights under *Sections 6.5 and/or 6.9* but only with respect to the Project Phase or Data Center, respectively, for which an Event of Default exists; or

(c) The City may terminate this Agreement, but only if an Event of Default exists for all Project Phases; or

(d) The City may withhold the Certificate of Completion with respect to the particular Data Center for which an Event of Default exists; or

(e) The City may withhold the Certificate of Occupancy for the particular Data Center; or

(f) The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer and respective Property Owner under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default by the Developer or a Property Owner occurs, the defaulting party agrees, on demand therefor, to pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

Section 10.6. Option to Terminate. This Agreement may be terminated by the Company if:

(a) the Company is in compliance with all material terms of this Agreement and no Event of Default has occurred which has not been cured in accordance with the provisions of *Section 10.2* hereof, or

(b) the City fails to comply with any material term of this Agreement, and, after written notice by the Company of such failure, the City has failed to cure such noncompliance within sixty (60) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within sixty (60) days of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Company that such noncompliance will be cured as soon as reasonably possible.

Section 10.7. Effect of Termination. If this Agreement is terminated pursuant to *Section 10.6*, this Agreement shall be from such date forward null and void and of no further effect; provided, however, that the City's rights to indemnification under *Article VIII* hereof as well as its obligations regarding confidentiality under *Section 11.17* hereof shall in all events survive, and provided further that the termination of this Agreement shall not affect the rights of either Party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other Party, or to recover amounts which had accrued and become due and payable as of the date of such termination, except that no damages shall be deemed to accrue by reason of the City's determination not to fund an Economic Development Grant or Economic Development Rebate to the Developer so long as such action is permitted as provided in this Agreement. In any such action, the prevailing Party shall be entitled to recover its reasonable attorney's fees and related expenses incurred in connection therewith (but only, in the case of the City, to the extent permitted by applicable law). Upon termination of this Agreement pursuant to *Section 10.6*, the Company shall be free to proceed with the construction and operation of the Project at its own expense and without regard to the provisions of this Agreement.

ARTICLE XI
MISCELLANEOUS

Section 11.1. Conflict of Interest. The Company represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to any Project being undertaken by the Company pursuant to this Agreement during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to any Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with any Project, or in any activity, or benefit therefrom, which is part of any Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

(a) In the case of the Developer, is addressed or delivered personally to the Company at:

Quality Technology Services, LLC
12851 Foster Street
Overland Park, Kansas 66213
Attention: Legal Department - Real Estate

with a copy to:

Quality Technology Services, LLC
12851 Foster Street
Overland Park, Kansas 66213
Attention: Tax Department

(b) In the case of the City, is addressed to or delivered personally to the City at:

City of Cedar Rapids, Iowa
Attn: City Manager
101 First Street SE,
Cedar Rapids, Iowa 52401

or to such other designated individual or officer or to such other address as either Party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The Parties agree to execute and record a Memorandum of Agreement, in substantially the form attached as Exhibit 11.3, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay all costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the Parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all Parties hereto, provided however, a Property Owner need not approve the amendment if the amendment would not affect the rights or obligations of the Property Owner.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, including any and all covenants and conditions contained in this Agreement.

Section 11.9. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure the full performance of said surviving provision.

Section 11.10. Termination Date. Unless terminated earlier under the provisions of this Agreement, the provisions of this Agreement shall terminate and be of no further force or effect as of the later of the following the dates: the date the last Economic Development Grant or Economic Development Rebate is paid by the City to the Developer or the Developer is no longer eligible for such payments; or the date the last Community Betterment Fund Contribution is paid by the Developer to the City.

Section 11.11. Authority. Each of the undersigned represents that he/she is authorized to execute this Agreement on behalf of the Parties hereto and further authorized to bind each of the Parties to this Agreement and to the rights and obligations contained herein.

Section 11.12. Amendment; Waiver. This Agreement may not be amended, waived or modified in any respect unless the same shall be in writing and signed by all Parties, provided however, a Property Owner need not approve the amendment if the amendment would not affect the rights or obligations of the Property Owner. No waiver by a Party of any default by another Party shall constitute a waiver of any other breach or default by another Party, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give another Party any contractual right by custom, estoppel, or otherwise.

Section 11.13. Performance by City. Company acknowledges and agrees that all of the obligations of the City under this Agreement shall be subject to, and performed by the City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with the City's lawful authority.

Section 11.14. No Third-Party Beneficiaries. No rights or privileges of any Party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 11.15. Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and the Parties shall thereupon amend this Agreement to legally and most closely embody the spirit and intent of the invalid provisions.

Section 11.16 Consequential Damages. Neither Party nor any of its Affiliates will be liable to the other Party for special, punitive, incidental, indirect, exemplary, or consequential damages of any nature whatsoever, including loss of profits arising out of or in connection with this Agreement. The Parties intend that this liability limitation will apply even in an Event of Default, negligence (including gross negligence) (in whole or in part), strict liability, or breach of contract of the beneficiary thereof and whether asserted in contract, in warranty, in tort, by statute or otherwise.

Section 11.17 Confidentiality.

(a) No Party will disclose another Party's Confidential Information, except to (a) any entity such Party directly or indirectly controls, is controlled by, or under common control with such Party; and (b) employees, agents or professional advisors of such Party but only to the extent needed to exercise its rights and fulfill its obligations under this Agreement. Upon termination of the Agreement for any reason or upon request of a Party, each Party will return all Confidential Information, together with any copies of the same, to the other Party, or certify as to its destruction; provided, however, that each Party may keep one (1) copy of any Confidential Information of the other Party to the extent reasonably required (as determined by the retaining Party) for such Party to perform its obligations or exercise its rights under this Agreement.

(b) To the extent there is a third-party request for Confidential Information, the Party receiving the request may disclose Confidential Information when required by applicable law, including without limitation for purposes of this *Section 11.17* the Iowa Code Chapter 22 ("Iowa Open Records Law"), after giving the notice set forth in this *Section 11.17* to the other Party, if such notice is permitted by applicable law. If any Party is required by applicable law or similar process to disclose any Confidential Information, it will provide the other Party with prompt prior written notice of such request or requirement so that such Party may seek an appropriate protective order and/or waive compliance with this *Section 11.17*. The Party whose consent to disclose Confidential Information is requested will respond to such request in writing within five (5) days of the request by either authorizing the disclosure or advising of its election to seek a judicial or administrative protective order. If such Party fails to respond within the prescribed period, the disclosure will be deemed approved. If a Party chooses to seek an appropriate protective order or similar judicial relief, the other Party will (a) refrain from disclosing such Confidential Information (unless legally compelled to do so) until the request for a protective order or similar judicial relief is resolved; (b) make all reasonable efforts to cooperate with the Party seeking the protective order or similar judicial relief before the applicable judicial or administrative body; and (c) comply with any validly-issued protective order or similar judicial relief. Without limiting the foregoing, in the event that the Company seeks judicial relief under Section 22.8 of the Open Records Law, it will be responsible for its own costs of obtaining such relief and will reimburse the City for the actual, reasonable, and documented costs incurred by the City as a result of the City's reasonable efforts to cooperate with the Company during the pendency of a proceeding to determine if the relief sought will be granted.

Section 11.18 Good Faith Obligation. Each Party agrees to act in good faith toward the other Party in connection with the implementation of its rights and obligations under this Agreement.

Section 11.19 No Joint and Several Liability. It is the intent of the Parties to this Agreement that references to Company including Property Owners that are hereafter designated as such and which entities join this Agreement does not create joint and several liability among the Property Owners. Each Property Owner is to be treated as independent of the other Property Owners. The convenience of having Property Owners join this one Agreement is to facilitate the administration of the Economic Development Grants and Economic Development Rebates and thus avoid the need for Development Agreements and accounts for each Property Owner.

[*end of document text, signature pages follow*]

IN WITNESS WHEREOF, the City has caused this 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 has caused this Agreement to be duly executed in its name all on or as of the day first above written.

CITY OF CEDAR RAPIDS, IOWA (SEAL)

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 5 day of February, 2025, before me a Notary Public in and for said County, personally appeared Jeffrey A. Pomeranz 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.

Jeana M. Lewie
Notary Public in and for State of Iowa
My Commission Expires: 7-2-25

NOTARIAL SEAL IOWA
JEANA LEWIE
Commission Number 779170
My Commission Expires
July 2, 2025

DEVELOPER

QTS CEDAR RAPIDS I, LLC

By: ______________________________
Name:
Title: Authorized Signatory

STATE OF VA)
) ss
COUNTY OF Henrico)

On this 22 day of January, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared DAVID ROBEY, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory 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.

LISA MICHELE DUVAL - NOTARY PUBLIC
REG# 7908893
MY COMM. EXP. 1/31/2025
COMMONWEALTH OF VIRGINIA

Lisa Michele Duval
Notary Public in and for State of VA
My Commission Expires: 1/31/2025

PROPERTY OWNER

QTS CEDAR RAPIDS I, LLC

By: ______________________
Name:
Title: Authorized Signatory

STATE OF VA)
) ss
COUNTY OF Henrico)

On this 22 day of January, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared DAVID ROBEY, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory 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.

Lisa Michele DuVal
Notary Public in and for State of VA
My Commission Expires: 1/31/2025

LISA MICHELE DUVAL - NOTARY PUBLIC
REG# 7908893
MY COMM. EXP. 1/31/2025
COMMONWEALTH OF VIRGINIA

EXHIBIT 1.1
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

West Development Property:

A part of the SE ¼ NE ¼, NE ¼ SE ¼, and SE ¼ SE ¼ of Section 15, a part of the SW ¼, SW ¼ NE ¼, SE ¼ NW ¼, SW ¼ NW ¼, and SE ¼ NE ¼ of Section 14, Outlot A, Stoney Meadow Farms First Addition to Linn County, Iowa and Parcel A of Plat of Survey No. 2829 in the SW ¼ NW ¼ and NW ¼ NW ¼ of Section 13, all in Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the SW corner of the SE ¼ of said SW ¼ of Section 14;
thence S88°13'03"W along the south line of the SW ¼ of said SW ¼ of Section 14, 1325.61 feet to the SW corner of said Section 14;
thence S89°29'38"W along the south line of said SE ¼ SE ¼ of Section 15, 1328.86 feet to the SW corner of said SE ¼ SE ¼ of Section 15;
thence N02°23'11"W along the west line of said SE ¼ SE ¼ and along the west line of said NE ¼ SE ¼, both of Section 15, 2653.17 feet to the SW corner of said SE ¼ NE ¼ of said Section 15;
thence N02°37'35"W along the west line of said SE ¼ NE ¼ of said Section 15, 292.83 feet to the south right of way line of the Cedar Rapids & Iowa City Railway;
thence N88°35'58"E along said south right of way line, 1325.47 feet;
thence N88°35'45"E along said south right of way line, 1327.45 feet;
thence N88°36'27"E along said south right of way line, 260.66 feet;
thence NE-ly along said south right of way line on an arc of 1587.72 feet of a 3989.72-foot radius curve to the left, having a chord length of 1577.26 feet bearing N77°11'21"E;
thence N65°48'56"E along said south right of way line, 912.59 feet;
thence N65°47'43"E along said south right of way line, 1446.85 feet;
thence N65°45'43"E along said south right of way line, 192.76 feet;
thence NE-ly along said south right of way line on an arc of 1260.38 feet of a 5899.65-foot radius curve to the left, having a chord length of 1257.98 feet bearing N59°40'53"E to the east line of said Parcel A;
thence S02°25'49"E along said east line of Parcel A, 169.20 feet;
thence SW-ly along said east line of Parcel A on an arc of 714.87 feet of a 6040.65-foot radius curve to the right, having a chord length of 714.46 feet bearing S57°51'09"W;
thence SW-ly along said east line of Parcel A on an arc of 331.44 feet of a 300.00-foot radius curve to the left, having a chord length of 314.84 feet bearing S29°35'11"W;
thence S02°03'38"E along said east line of Parcel A, 1397.39 feet to the SE corner of said Parcel A;
thence S88°29'25"W along the south line of said Parcel A, 507.57 feet to the W ¼ corner of said Section 13;
thence S88°28'29"W along the south line of said SE ¼ NE ¼ of Section 14, 1331.25 feet to the SW corner of said SE ¼ NE ¼ of Section 14;
thence S88°28'27"W along the south line of said SW ¼ NE ¼ of Section 14, 1331.15 feet to the Center of said Section 14;
thence S02°22'19"E along the east line of the NE ¼ of said SW ¼ of Section 14, 1325.01 feet to the NE corner of said Stoney Meadow Farms First Addition;
thence S88°16'02"W along the north line of said Addition, 267.68 feet to the NE corner of said Outlot A;
thence S02°23'14"E along the east line of said Outlot A, 768.16 feet;
thence S88°13'10"W along the east line of said Outlot A, 1018.07 feet;
thence S02°23'39"E along the east line of said Outlot A, 487.02 feet;
thence S28°48'53"E along the east line of said Outlot A, 22.47 feet to the SE corner of said Outlot A;
thence S88°11'07"W along the south line of said Outlot A, 50.08 feet to the SW corner of said Outlot A;
thence S02°23'41"E, 50.00 feet to the Point of Beginning, containing 331.22 acres which includes 5.06 acres of road right of way

East Development Property:

A part of the SE ¼ of Section 14 and a part of the SW ¼ of Section 13, all in Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the S ¼ corner of said Section 13;
thence S88°28'50"W along the south line of the SE ¼ of said SW ¼ of Section 13, 1334.66 feet to the SE corner of said SW ¼ SW ¼;
thence S88°28'57"W along the south line of the SW ¼ of said SW ¼ of Section 13, 1334.53 feet to the SE corner of said Section 14;
thence S88°23'02"W along the south line of the SE ¼ of said SE ¼ of Section 14, 1325.22 feet to the SE corner of the SW ¼ of said SE ¼ of Section 14;
thence S88°23'34"W along the south line of said SW ¼ SE ¼, 567.93 feet to the SE corner of Van Der Millen's First Addition to said County;
thence N02°22'46"W along the east line of said Addition, 1147.83 feet to the NE corner of said Addition;
thence S88°23'15"W along the north line of said Addition, 757.23 feet to the west line of said SW ¼ SE ¼ of Section 14;
thence N02°25'19"W along said west line, 177.11 feet to the SW corner of the NW ¼ of said SE ¼ of Section 14;
thence N02°22'19"W along the west line of said NW ¼ SE ¼, 1325.01 feet to the Center of said Section 14;
thence N88°28'27"E along the north line of said NW ¼ SE ¼, 1331.15 feet to the NW corner of the NE ¼ of said SE ¼ of Section 14;
thence N88°28'29"E along said NE ¼ SE ¼, 1331.25 feet to the W ¼ corner of said Section 13;
thence N88°29'25"E along the north line of the NW ¼ of said SW ¼ of Section 13, 1335.55 feet to the NW corner of the NE ¼ of said SW ¼ of Section 13;
thence N88°18'44"E along the north line of said NE ¼ SW ¼, 1338.19 feet to the Center of said Section 13;
thence S02°01'14"E along the east line of said SW ¼ of said Section 13, 2649.45 feet to the Point of Beginning, containing 303.82 acres which includes 7.94 acres of road right of way.

EXHIBIT 3.1
DESCRIPTION OF PROJECT

Construction of a new data center campus over two to nine phases (each a "Phase" or "Project Phase") on the Development Property, with each Phase to include one or more Data Center, each at least 300,000 square feet in size, and each Phase requiring a Minimum Investment of at least $250,000,000.

EXHIBIT 3.4
FORM OF CERTIFICATE OF COMPLETION

WHEREAS, the City of Cedar Rapids, Iowa (the "City") and QTS CEDAR RAPIDS I, LLC ("Developer" and "Property Owner"), did on or about the ____day of____________, 20_, make, execute and deliver, each to the other, a Development Agreement (the "Agreement"), wherein and whereby the Property Owner agreed, in accordance with the terms of the Agreement to cause the development of certain real property described as follows:

[insert] [may be less than all of the West Development Property or the East Development Property]

(the "Project Parcel").

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Project Parcel, and obligated the Property Owner to cause the construction of one or more Data Centers (as defined therein) thereon in accordance with the Agreement; and

WHEREAS, the Property Owner has to the date set forth below performed said covenants and conditions insofar as they relate to the construction of said Data Center(s) in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to *Section 3.4* of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Property Owner, and its successors and assigns, to cause the construction of the Data Center(s) on the Project Parcel have been completed and performed by the Property Owner and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Linn County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Data Center(s) on the Project Parcel.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

CITY OF CEDAR RAPIDS

By: ______________________________
Jeffrey A. Pomeranz, City Manager

ATTEST:

By: ________________________
Alissa Van Sloten, City Clerk

STATE OF IOWA)
) ss
COUNTY OF LINN)

On this ______day of ______________, 20___, 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.

____
Notary Public in and for State of Iowa
My Commission Expires: ____________________

EXHIBIT 4.1
Public Improvements

Water and Sanitary Sewer Improvements

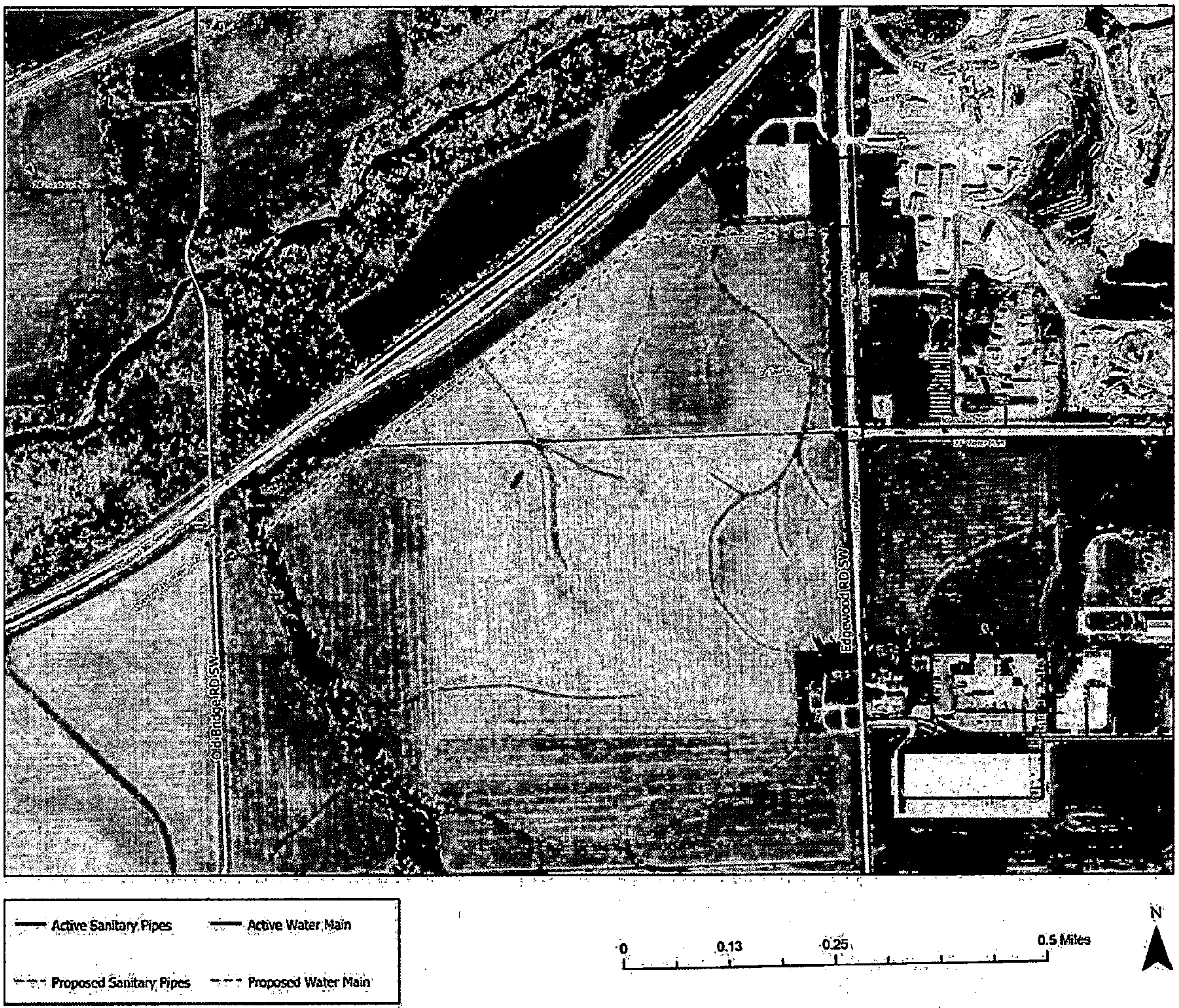

EXHIBIT 4.1
Public Improvements

76th Avenue Improvements

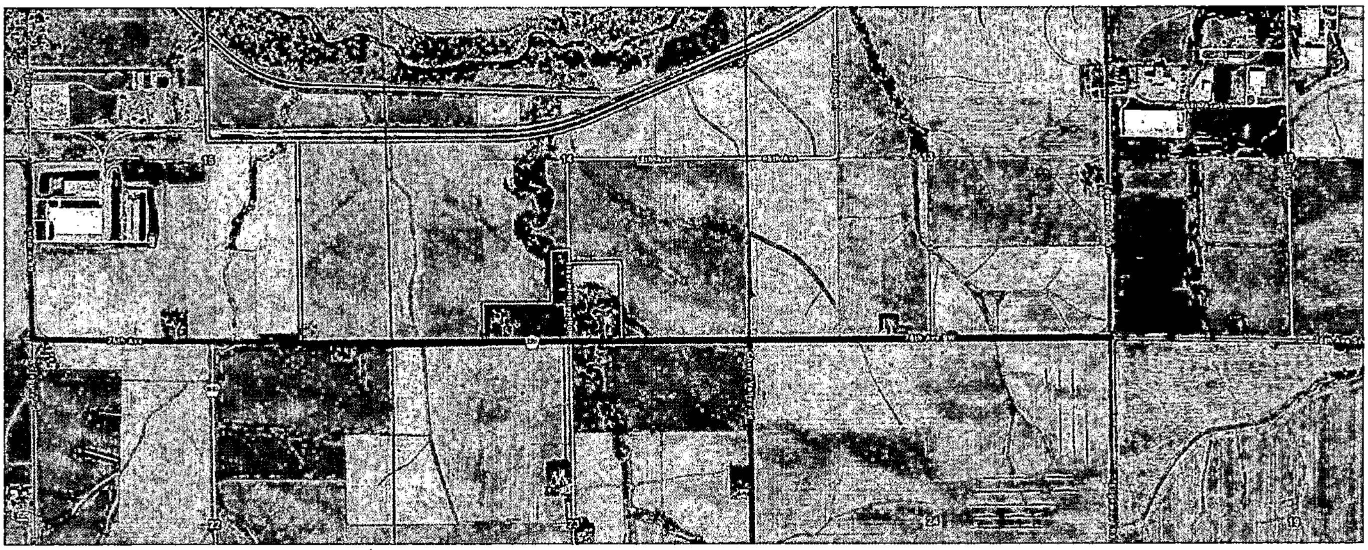

EXHIBIT 11.3
FORM OF MEMORANDUM OF AGREEMENT

WHEREAS, the CITY OF CEDAR RAPIDS, IOWA (the **"City"**) and QTS CEDAR RAPIDS I, LLC (the **"Developer" and "Property Owner"**), did on or about the ___day of _________, 2025, make, execute and deliver a Development Agreement (the **"Agreement"**), wherein and whereby the Property Owner 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:

A part of the SE ¼ NE ¼, NE ¼ SE ¼, and SE ¼ SE ¼ of Section 15, a part of the SW ¼, SW ¼ NE ¼, SE ¼ NW ¼, SW ¼ NW ¼, and SE ¼ NE ¼ of Section 14, Outlot A, Stoney Meadow Farms First Addition to Linn County, Iowa and Parcel A of Plat of Survey No. 2829 in the SW ¼ NW ¼ and NW ¼ NW ¼ of Section 13, all in Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the SW corner of the SE ¼ of said SW ¼ of Section 14;
thence S88°13'03"W along the south line of the SW ¼ of said SW ¼ of Section 14, 1325.61 feet to the SW corner of said Section 14;
thence S89°29'38"W along the south line of said SE ¼ SE ¼ of Section 15, 1328.86 feet to the SW corner of said SE ¼ SE ¼ of Section 15;
thence N02°23'11"W along the west line of said SE ¼ SE ¼ and along the west line of said NE ¼ SE ¼, both of Section 15, 2653.17 feet to the SW corner of said SE ¼ NE ¼ of said Section 15;
thence N02°37'35"W along the west line of said SE ¼ NE ¼ of said Section 15, 292.83 feet to the south right of way line of the Cedar Rapids & Iowa City Railway;
thence N88°35'58"E along said south right of way line, 1325.47 feet;
thence N88°35'45"E along said south right of way line, 1327.45 feet;
thence N88°36'27"E along said south right of way line, 260.66 feet;
thence NE-ly along said south right of way line on an arc of 1587.72 feet of a 3989.72-foot radius curve to the left, having a chord length of 1577.26 feet bearing N77°11'21"E;
thence N65°48'56"E along said south right of way line, 912.59 feet;
thence N65°47'43"E along said south right of way line, 1446.85 feet;
thence N65°45'43"E along said south right of way line, 192.76 feet;
thence NE-ly along said south right of way line on an arc of 1260.38 feet of a 5899.65-foot radius curve to the left, having a chord length of 1257.98 feet bearing N59°40'53"E to the east line of said Parcel A;
thence S02°25'49"E along said east line of Parcel A, 169.20 feet;
thence SW-ly along said east line of Parcel A on an arc of 714.87 feet of a 6040.65-foot radius curve to the right, having a chord length of 714.46 feet bearing S57°51'09"W;
thence SW-ly along said east line of Parcel A on an arc of 331.44 feet of a 300.00-foot radius curve to the left, having a chord length of 314.84 feet bearing S29°35'11"W;
thence S02°03'38"E along said east line of Parcel A, 1397.39 feet to the SE corner of said Parcel A;
thence S88°29'25"W along the south line of said Parcel A, 507.57 feet to the W ¼ corner of said Section 13;
thence S88°28'29"W along the south line of said SE ¼ NE ¼ of Section 14, 1331.25 feet to the SW corner of said SE ¼ NE ¼ of Section 14;
thence S88°28'27"W along the south line of said SW ¼ NE ¼ of Section 14, 1331.15 feet to the Center of said Section 14;
thence S02°22'19"E along the east line of the NE ¼ of said SW ¼ of Section 14, 1325.01

feet to the NE corner of said Stoney Meadow Farms First Addition;
thence S88°16'02"W along the north line of said Addition, 267.68 feet to the NE corner of said Outlot A;
thence S02°23'14"E along the east line of said Outlot A, 768.16 feet;
thence S88°13'10"W along the east line of said Outlot A, 1018.07 feet;
thence S02°23'39"E along the east line of said Outlot A, 487.02 feet;
thence S28°48'53"E along the east line of said Outlot A, 22.47 feet to the SE corner of said Outlot A;
thence S88°11'07"W along the south line of said Outlot A, 50.08 feet to the SW corner of said Outlot A;
thence S02°23'41"E, 50.00 feet to the Point of Beginning, containing 331.22 acres which includes 5.06 acres of road right of way

East Development Property:

A part of the SE ¼ of Section 14 and a part of the SW ¼ of Section 13, all in Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the S ¼ corner of said Section 13;
thence S88°28'50"W along the south line of the SE ¼ of said SW ¼ of Section 13, 1334.66 feet to the SE corner of said SW ¼ SW ¼;
thence S88°28'57"W along the south line of the SW ¼ of said SW ¼ of Section 13, 1334.53 feet to the SE corner of said Section 14;
thence S88°23'02"W along the south line of the SE ¼ of said SE ¼ of Section 14, 1325.22 feet to the SE corner of the SW ¼ of said SE ¼ of Section 14;
thence S88°23'34"W along the south line of said SW ¼ SE ¼, 567.93 feet to the SE corner of Van Der Millen's First Addition to said County;
thence N02°22'46"W along the east line of said Addition, 1147.83 feet to the NE corner of said Addition;
thence S88°23'15"W along the north line of said Addition, 757.23 feet to the west line of said SW ¼ SE ¼ of Section 14;
thence N02°25'19"W along said west line, 177.11 feet to the SW corner of the NW ¼ of said SE ¼ of Section 14;
thence N02°22'19"W along the west line of said NW ¼ SE ¼, 1325.01 feet to the Center of said Section 14;
thence N88°28'27"E along the north line of said NW ¼ SE ¼, 1331.15 feet to the NW corner of the NE ¼ of said SE ¼ of Section 14;
thence N88°28'29"E along said NE ¼ SE ¼, 1331.25 feet to the W ¼ corner of said Section 13;
thence N88°29'25"E along the north line of the NW ¼ of said SW ¼ of Section 13, 1335.55 feet to the NW corner of the NE ¼ of said SW ¼ of Section 13;
thence N88°18'44"E along the north line of said NE ¼ SW ¼, 1338.19 feet to the Center of said Section 13;
thence S02°01'14"E along the east line of said SW ¼ of said Section 13, 2649.45 feet to the Point of Beginning, containing 303.82 acres which includes 7.94 acres of road right of way.

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

WHEREAS, the term of this Agreement shall commence on the ________ day of _____, 20__, and terminate as set forth in the Agreement; and

WHEREAS, the City and Developer have agreed to record a Memorandum of the 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 Agreement shall serve as notice to the public that the 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 Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Development 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 Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the 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 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 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
City Clerk

STATE OF IOWA)
) ss
COUNTY OF LINN)

On this ______day of _______________, 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.

____

Notary Public in and for State of Iowa
My Commission Expires: ____________________

DEVELOPER

QTS CEDAR RAPIDS I, LLC

By: ______________________________
Name: David Robey
Title: Authorized Signatory

STATE OF VA)
) ss
COUNTY OF Henrico)

On this 22 day of January, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared DAVID Robey, 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.

LISA MICHELE DUVAL - NOTARY PUBLIC
REG# 7908893
MY COMM. EXP. 1/31/2025
COMMONWEALTH OF VIRGINIA

Lisa Michele Duval
Notary Public in and for State of VA
My Commission Expires: 1/31/2025

Execution Version

PROPERTY OWNER

QTS CEDAR RAPIDS I, LLC

By: ______________________
Name: David Robey
Title: Authorized Signatory

STATE OF VA)
) ss
COUNTY OF Henrico)

On this 22 day of January, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared DAVID Robey, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory 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.

LISA MICHELE DUVAL - NOTARY PUBLIC
REG# 7908893
MY COMM. EXP. 1/31/2025
COMMONWEALTH OF VIRGINIA

Lisa Michele Duval
Notary Public in and for State of VA
My Commission Expires: 1/31/2025

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