

After recording return to:

**CORESITE REAL ESTATE 70 INNERBELT,  
L.L.C.**  
c/o CoreSite  
1001 17<sup>th</sup> Street  
Suite 500  
Denver, CO 80202  
Attn: General Counsel



Bk: 81057 Pg: 161 Doc: EASE  
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(Space Above for Recorder's Use)

**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is made and entered into as of the \_\_\_ day of October, 2022, by and between **CORESITE REAL ESTATE 70 INNERBELT, L.L.C.**, a Delaware limited liability company, formerly known as CRP 70 INNER BELT, L.L.C. ("Grantor" or "CoreSite") and **TOWARDEX TECHNOLOGIES INTERNATIONAL, INC.** ("Grantee," Grantor and Grantee may be referred to collectively as the "Parties").

**WITNESSETH:**

WHEREAS, Grantor owns certain land and building thereon, now known and numbered / 70 Inner Belt, Somerville, Middlesex County, Massachusetts, as is more particularly described in that certain Quitclaim Deed recorded with the Middlesex South Registry of Deeds ("Registry") in / Book 49287, Page 213 ("Grantor or Grantor's Land"), on which it owns and operates a data center leased, in part, to third party tenants ("Tenants"); and

WHEREAS, Grantee is an owner and operator of a fiber optic network and a provider of cable and other fiber services ("Grantee Services"), and Grantor and Grantee desire that Grantee Services be available to Grantor's Tenants and, therefore, want Grantee to build out Grantee's Facilities (defined below) to the data center to enable the installation of equipment and associated hardware and cabling necessary for Grantee to offer and provide such Grantee Services to Grantor's Tenants.

WHEREAS, Grantor desires to grant certain easement rights to Grantee with respect to the installation of Grantee's Facilities on that portion of, and in the location on, Grantor's Land more particularly described in Exhibit A ("Easement Area"), on the terms and conditions set forth in this Agreement. This Agreement is to be recorded at said Registry.

NOW THEREFORE, for consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements contained herein, Grantor and Grantee hereby agree as follows:

SEE PLAN NO.

840

OF

2022

## A G R E E M E N T S:

1. Recitals Incorporated. The foregoing Recitals are hereby incorporated into and shall constitute a part of this Agreement, as if fully set forth below.
2. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive right and easement in the Easement Area solely for the purposes and uses as follows:
  - a. To construct, install, maintain, repair, replace and operate, subsurface fiber optic line or lines for communications with the necessary wires, conduits, pipes, handholes, manholes, and such related facilities and equipment as may be necessary for Grantee's intended use thereof ("Grantee's Facilities"); and
  - b. To enter into and onto the Easement Area solely for the purposes set forth in Section 2(a) and on the terms and conditions set forth herein.
  - c. This Agreement, and the grant of the rights and easement in the Easement Area, shall be for an initial term of 10 years from the date first set forth above (the "Initial Term"). The Initial Term shall automatically renew for successive 1-year periods (each a "Renewal Term") unless Grantor provides written notice to Grantee of its intent not to renew this Agreement and the rights and easement in the Easement Area, which notice must be delivered no fewer than 180 days prior to the expiration of the Term or then-current Renewal Term, as applicable. The Initial Term together with any Renewal Term(s) are collectively referred to as the "Term" in this Agreement. The grant of the rights and easement in the Easement Area under this Agreement shall run with the land until the Term ends provided that (i) Grantor's Land continues to be used to operate a data center and (ii) Grantee's Facilities are still being used for their intended use as set forth in this Agreement.
3. Other Easements. Grantor reserves the right to grant other easements over, along, across and subsurface to the Easement Area so long as such other easements do not materially interfere with the use of the Easement Area by Grantee for the purposes described herein. Grantee shall have no right to grant additional easements or sub-easements over, along, across or subsurface to the Easement Area.
4. Grantor Use of Easement. Grantor retains, reserves and shall continue to enjoy use of the surface and subsurface of the Easement Area for all purposes that do not materially interfere with Grantee's use of the Easement Area. Except as set forth below, Grantor shall not construct any permanent structure (structure with foundation or that is affixed to ground) in the Easement Area without Grantee's prior written approval which shall not be unreasonably withheld. Notwithstanding anything to the contrary in this Agreement, Grantor, and any third party permitted by Grantor, shall have the right to construct, install, maintain, repair, replace and operate critical infrastructure (such as alternative fuel cells and electrical or mechanical equipment) as may be necessary in the location generally shown over the Easement Area (the "Critical Infrastructure"). Grantee acknowledges that the Critical Infrastructure may restrict Grantee's access to certain portions of the Easement Area and agrees that such restriction does not and shall not constitute an unreasonable interference with Grantee's easement rights as set

forth herein, and Grantee agrees to hold Grantor harmless for such restriction. Except as set forth in Section 5 below, future costs associated with relocating any of Grantee's Facilities due to potential access restrictions caused by the placement of the Critical Infrastructure within the Easement Area shall be at Grantee's sole expense.

5. Grantor Relocation of Easement. Grantor reserves the right, at Grantor's sole expense, to relocate the Easement Area and Grantee's Facilities installed therein, provided the relocated Easement Area and Grantee's Facilities can be used for their intended purposes by Grantee. Grantor may exercise this right by giving Grantee sixty (60) calendar days prior written notice of the intention to relocate the Easement Area.
6. Grantee Entry and Access. Grantee shall provide Grantor, or its designee, with not less than thirty (30) days written notice prior to making entry and gaining access onto the Easement Area, other than in the case of an emergency. Such notice shall include the reason for making entry and the nature, scope and timing of any work to be performed in the Easement Area, including routine inspection and maintenance. In the event that Grantee enters the Easement Area, Grantee shall (i) exercise its rights hereunder in a manner designed to minimize interference with Grantor's and Tenants' use and enjoyment of Grantor's Land; (ii) not park vehicles or equipment in the Easement Area overnight; (iii) not interfere with or disturb any surface or subsurface lines, conduits or other equipment not owned by Grantee; and (iv) ensure that all activities conducted in the Easement Area shall be in accordance with good, workmanlike standards in the industry.
7. Damage/Maintenance. Grantee shall, in the exercise of its rights and easements hereby granted, at its sole expense, repair any damage to the Easement Area, all installations and improvements located therein caused by Grantee's use of the Easement Area, reasonable wear and tear excepted ("Restoration").
8. Emergency Self Help. If an emergency situation arises, Grantee may use Self Help without delivering notice in accordance with the requirements of Section 6 hereof, provided, however, that immediately after addressing the emergency, Grantee shall prepare a written account of the emergency setting forth the action taken and describing all circumstances and conditions which are related to such action and deliver to Grantor, within ten (10) days upon resolution of the emergency, a written account of such emergency together with an invoice identifying the costs incurred in reasonable detail and evidencing payment of such costs.
9. Grantee Permittees. Subject to the terms and conditions of this Agreement, Grantee shall have the right to have Grantee's officers, employees, contractors, subcontractors, representatives, agents and other telecommunications providers licensed by the Grantee to access and use Grantee's Facilities (collectively, "Grantee Permittees"), enter upon Easement Area for the purposes provided under this Agreement. Grantee will be responsible for all acts and omissions of the Grantee Permittees and all such acts and omissions shall be attributed to Grantee for all purposes under this Agreement.
10. Liability. Grantee shall be strictly liable for all damages and losses caused by or arising out of Grantee's and Grantee Permittees' use of Grantee's Facilities and of the Easement Area that

may be asserted against Grantor (other than to the extent any such claims arise from the conduct of Grantor. Grantor's agents, contractors, employees, invitees, guests and permittees).

11. Indemnity. In the exercise of any rights granted hereunder, Grantee and Grantee Permittees who are entering upon the Easement Area do so at their own risk. This Agreement is made upon the express condition that Grantor, its successors and assigns shall be free from all liabilities and claims for damages together with all related costs, including without limitation, reasonable attorneys' fees, for or by reason of any injury or injuries to any person or property of any kind whatsoever relating to the easement granted herein. Grantee, its successors and assigns agree that they shall indemnify, defend and hold Grantor harmless and all those claiming by, under or through Grantor, from and against any and all claims, actions, costs, expenses, damages, liabilities, suits or judgments, including without limitation, reasonable attorneys' fees, arising from or out of the use or enjoyment by Grantee, its successors and assigns of the easements and any other rights granted herein. Without limiting the generality of the foregoing, the foregoing indemnity shall expressly apply to any costs, damages, claims, liabilities, losses or expenses arising out of any release of any hazardous materials or oil on or about the Easement Area. The provisions of this Section 11 shall survive the termination or abandonment of this Easement.
12. Grantor's Remedies. Notwithstanding anything to the contrary herein, nothing herein shall derogate from Grantor's rights and remedies at law or in equity. Without limiting the foregoing, nothing herein shall derogate from Grantor's right to terminate this Easement as follows: (i) in the case of a default involving Grantee's obligations, Grantee shall have five (5) days from its receipt of written notice of such default to cure, failing which Grantor shall have the right to terminate this Easement; (ii) in the case of a default involving (a) damage or destruction of any part of Grantor's Land and the improvements thereon outside the Easement Area, or (b) use of Hazardous Materials and Oil, as defined under Massachusetts General Laws chapter 21E and the regulations promulgated thereunder, that are not routinely used in connection with the installation, maintenance, repair and operation of Grantee's Facilities, Grantee shall have five (5) days from its receipt of written notice of such default to cure, and (iii) in the case of any other default, Grantee shall have thirty (30) days of its receipt of written notice of such default to cure.
13. Insurance. Grantee agrees to maintain or cause to be maintained at all times, and agrees to require Grantee Permittees to maintain at all times that they are accessing and using Grantee Facilities as permitted under this Agreement, at Grantee's sole cost and expense, comprehensive general liability insurance against claims for bodily injury, death or property damage, and shall provide minimum protection with a combined single limit in an amount not less than One Million and No/100 Dollars (\$1,000,000.00), per occurrence, and Five Million and No/100 Dollars (\$5,000,000.00) in the general aggregate, or such greater amount as Grantor shall reasonably require and is customarily maintained by easement holders under similar circumstances. The insurance required by this Section 13 shall be written by companies having an S&P claims paying ability rating of at least "A-" and all such companies shall be authorized to conduct insurance business in the Commonwealth of Massachusetts. Grantee's insurance policies shall be for a term of not less than one year, and shall name Grantor as an additional insured party, as appropriate, as its respective interests may appear. If Grantee's insurance or any part thereof shall expire, be withdrawn, become void by breach of any

condition thereof or become void or unsafe by reason of the failure or impairment of the capital of any insurer, a new or additional insurance policy reasonably satisfactory to the Grantor shall be obtained. Grantee shall pay, or cause to be paid, as they become due, all premiums for the insurance required by this Section 13, shall renew or replace each policy, and shall deliver to Grantor, a certificate or other evidence (reasonably satisfactory to Grantor) of the existing policy and such renewal or replacement policy within thirty (30) days upon request by Grantor.

14. Notices. Notices provided under this Agreement shall be in writing delivered personally or sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight carrier to the following addresses or to such other addresses as the parties may from time to time designate in writing:

To Grantor:                   **CORESITE REAL ESTATE 70 INNERBELT, L.L.C.**  
c/o CoreSite  
1001 17<sup>th</sup> Street  
Suite 500  
Denver, CO 80202  
Attn: Legal Department

With a copy to:               Chris Maggiore  
Senior Manager Data Center Operations BO1  
**CORESITE**  
70 Innerbelt Road  
Somerville, MA 02143  
617-941-2570 | Office  
617-592-7734 | Cell  
[chris.maggiore@coresite.com](mailto:chris.maggiore@coresite.com)

To Grantee:                   **TOWARDEX TECHNOLOGIES INTERNATIONAL, INC.**  
Attn: Law Department  
One Marina Park Drive, Suite 1474  
Boston, MA 02210

With a copy to:               **TWDX Infrastructure, LLC**  
Attn: Joint Trench Administrator  
One Marina Park Drive, Suite 1410  
Boston, MA 02210  
617-863-8325  
[plantmaster@towardex.com](mailto:plantmaster@towardex.com)

Any notice will be deemed to be given on the date received or, if sent by certified mail, by Federal Express or by other recognized overnight courier, the date of delivery, refusal or non-delivery indicated on the return receipt. Notices to the Parties may be made by email in addition to, but not as a substitute for, the notice requirements of this Section 14. Copies of all notices may be made by email.

15. Amendment and Termination. This Agreement may be amended or terminated only as permitted herein or by the execution and recording of a written instrument signed by Grantor and Grantee. Authority. The persons executing this Agreement for the Parties, and the Parties, warrant and represent that they are duly authorized to enter into this Agreement.
17. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other persons or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
18. Governing Law. This Agreement and the performance hereof shall be interpreted and governed by the laws of the Commonwealth of Massachusetts.
19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. This Agreement may be executed in original or via electronic format (.pdf).

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day first above written.

[Signature Pages Follow]

**GRANTOR:**

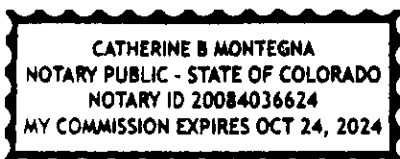
**CORESITE REAL ESTATE 70  
INNERBELT, L.L.C.**, a Delaware limited  
liability company

By: Mark Jones  
Name: MARK JONES  
Its: CHIEF ACCOUNTING OFFICER

STATE/~~COMMONWEALTH~~ OF COLORADO

COUNTY OF: DENVER

On this 18<sup>th</sup> day of October, 2022, before me personally appeared the above-named Mark Jones, the Chief Accounting Officer of CORESITE REAL ESTATE 70 INNERBELT, L.L.C., a Delaware limited liability company, who proved to me through satisfactory evidence of identification, which was personally known since 2012 to be the person whose name is signed on the preceding instrument, and acknowledged to me that such person signed said instrument as the Chief Accounting Officer of CORESITE REAL ESTATE 70 INNERBELT, L.L.C., a Delaware limited liability company, and voluntarily for its stated purpose as his ~~her~~ free act and deed.



Catherine B. Montegna

Notary Public:

My commission expires: October 24, 2024

**GRANTEE:**

**TOWARDEX TECHNOLOGIES  
INTERNATIONAL, INC.**, a Delaware  
corporation

By: [Signature]  
Name: James H. Sun  
Its: COO

STATE/Commonwealth of Massachusetts  
COUNTY OF: Middlesex

On this 31<sup>st</sup> day of October, 2022, before me personally appeared the above-named James H. Sun, the COO of TOWARDEX TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation, who proved to me through satisfactory evidence of identification, which was US drivers license, to be the person whose name is signed on the preceding instrument, and acknowledged to me that such person signed said instrument as the COO of TOWARDEX TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation, and voluntarily for its stated purpose as his/her free act and deed.

[Signature]  
Notary Public:  
My commission expires: June 29, 2029

