

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF AURORA

AND CYRUSONE L.P.

This Memorandum of Understanding sets forth the mutual understanding of the City of Aurora (hereinafter referred to as "City") and CyrusOne LP (hereinafter referred to as "Company") regarding the Company's evaluation of land located within the Butterfield Industrial Park (hereinafter referred to as the "Land").

WHEREAS, the Company constructed a data center facility in the City in at 2905 Diehl Road (the "Existing Facility"); and

WHEREAS, the Existing Facility does not have capacity to meet the usage demands of certain tenants who currently utilize the Existing Facility; and

WHEREAS, the Company intends to build a new data center facility at property identified on **Exhibit 1** to meet growth demands of tenants of the Existing Facility; and

WHEREAS the proximity of the Land to the Existing Facility makes the Land an attractive location for the Company's planned a new data center; and

WHEREAS, the Existing Facility contributes significant revenue to the City's tax base; and

WHEREAS, the Company's planned new data center will contribute significant new revenue to the City's tax base; and

WHEREAS, the Company desires to perform due diligence and feasibility studies associated with the development of the Land for the Company's planned new data center but seeks the City's preliminary support of the Company's concept before the Company expends significant sums on the concept; and

WHEREAS, over the past several years, the City has expended substantial sums of money in furtherance of the construction of a full interchange at Eola Road. These expenditures, as well as zoning ordinance and comprehensive plan amendments, have been based on the City's goal of encouraging the development of the Subject Property for traffic generating and tax revenue producing economic developments; and

WHEREAS, the parties also recognize that the development of the Land for the Company's planned data center represents a shift in the City's long term planning goals and visions for the Eola Road interchange area, and also will also present new potential future obligations for the City, the exact impact of which is unknown. Developer recognizes these present and potential impacts on the City.

WHEREAS, in order to move the process forward, the parties have determined to delineate certain payments which the Company will make to the City to allow the City to recapture the cost impacts and potential lost development and revenue opportunities described above; and

WHEREAS, both parties affirm that this Memorandum of Understanding will, if the parties choose to move forward, be superseded by a formal development agreement and/or other ordinance approvals consistent with the requirements of the City's Municipal Code, the requirements of state law, and the terms of this Memorandum of Understanding.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The recitals set forth above are incorporated in this Memorandum of Understanding.

2. The City's Zoning and Planning Division has received the Company's concept for development of the Land as a data center, understanding that the proposed facility will act as an expansion of capacity that is necessary to support the growth of tenants in the Existing Facility. The proposed data center will require a modification of the Plan Description that governs the Property. The City's Zoning and Planning Division has made an initial, non-binding determination to support a modification to the Plan Description subject to the review and approval of necessary and appropriate documentation consistent with the City's Municipal Code and the public hearing and City council consideration processes prescribed by law.

3. The City has spent significant resources, both financial and otherwise, on public improvements (i.e. roadway/interchange improvements) to facilitate the continued expansion of commercial development along the tollway corridor in the vicinity of the Land in the interest of new jobs and expansion of the City's tax base. The parties understand City will require a

contribution from the Company to recapture investment the City has made in land acquisition and public improvements in/around the Land. The parties agree that a reasonable benchmark for establishing the Company's total contribution shall be the City's good-faith estimate of the City's total prior investment in Eola Road interchange area improvements as well as any other reasonable prior investments in public improvements in/around the Land (the "Cost Recapture").

4. The Cost Recapture shall be set forth in a formal development agreement or ordinances associated with the development of the Land payable by the Company on its acquisition of the Land.

This Memorandum of Understanding will expire one (1) year from the date of its passage by the City of Aurora unless superseded by a separate agreement subject to City Council approval or otherwise extended by the mutual agreement of the parties.

AGREED:

CITY OF AURORA

CYRUSONE LP

By: _____ By: _____
Mayor Richard C. Irvin Executive Director

Date: _____ Date: _____

Aerial Photo (1:5,000):

