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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY NCS NEW
666 3RD AVE FL 5 NEW YORK, NY 100174126

Prepared by and return to:

Paul Hastings LLP
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71 South Wacker Drive, Suite 4500
Chicago, IL 60606

Document title(s): **Deed of Trust, Security Agreement, Assignment of Rents and Leases and
Fixture Filing (Utah)**

Reference numbers of related documents: N/A

Grantor(s): **ALIGNED DATA CENTERS (WJU) PROPCO, LLC**, a Delaware limited liability company

Grantee(s): **TORONTO DOMINION (TEXAS) LLC, as collateral agent for the Secured Parties
under the Credit Agreement dated as of August 25, 2021 (as amended) (Beneficiary)**

Street Address: 6828, 6870, and 6802 W Old Bingham Hwy, West Jordan, UT 84081

Legal description is on Exhibit A of document.

Assessor's Tax Parcel Number(s): 26-10-326-010-0000; 26-10-326-006-0000; 26-10-326-011-0000;
26-10-326-005-0000; 26-10-326-012-0000; 26-10-400-004-0000

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES AND FIXTURE FILING (UTAH)**

**THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES AND FIXTURE FILING (UTAH)** (this “*Deed of Trust*”) is dated as of June 15, 2023 by and from **ALIGNED DATA CENTERS (WJU) PROPCO, LLC**, a Delaware limited liability company (“*Grantor*”), whose address is 2800 Summit Ave, Plano, TX 75074 to **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (“*Trustee*”), with an address at 215 South State Street, Suite 380, Salt Lake City, UT 84111, for the benefit of **TORONTO DOMINION (TEXAS) LLC**, as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article VIII of the Credit Agreement (defined below), “*Agent*”) for the Secured Parties as defined in the Credit Agreement, having an address at E&Y Tower, 15th Floor, 222 Bay Street, Toronto, Ontario M5K 1A2, Canada. The Agent, together with its successors and assigns, is referred to herein as the “*Beneficiary*.”

THIS DEED OF TRUST SECURES FUTURE ADVANCES.

RECITALS

WHEREAS, Grantor; **ALIGNED DATA CENTERS (PDX) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the “*PDX Borrower*”); **Aligned Data Centers (DFW) Devco, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor; (the “*DFW Borrower*”); **ALIGNED ENERGY DATA CENTERS (IAD) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the “*IAD Borrower*”); **ALIGNED DATA CENTERS (ORD) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the “*ORD Borrower*”); **ALIGNED DATA CENTERS (CONTINUUM) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the “*Continuum Borrower*”); **ALIGNED ENERGY DATA CENTERS (SLC) DEVCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the “*SLC Borrower*”); **ALIGNED DATA CENTERS (RELO) PROPCO, LLC** a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the “*Relo Borrower*”); **ALIGNED DATA CENTERS (BEHREND) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the “*Behrend Borrower*”); **ALIGNED DATA CENTERS (GLENDALE) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the “*Glendale Borrower*”); **ALIGNED DATA CENTERS (MD) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the “*MD Borrower*”); **ALIGNED DATA CENTERS (CHANDLER) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the “*Chandler Borrower*”); and, together with the Grantor, DFW Borrower, IAD Borrower, the ORD Borrower, the Relo Borrower, the Continuum Borrower, the SLC Borrower, the BF Borrower, the Behrend Borrower, the Glendale Borrower, the MD Borrower and the PDX Borrower, and each Additional Borrower, collectively, the “*Borrowers*”); the Parent Guarantors and the Subsidiary Guarantors (including, without limitation, Grantor) have entered into that certain Credit Agreement dated as of August 25, 2021, as amended by that certain Amendment No. 1 to Credit Agreement, that certain Amendment No. 2 to Credit Agreement, and Amendment No. 3 to Credit Agreement, dated as the Closing Date (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) with the Lenders party thereto, Agent, and the other Secured Parties; and

WHEREAS, Grantor acknowledges that it will derive substantial direct and indirect benefit from the Credit Agreement and has agreed to secure its obligations with respect thereto and to the Guaranty pursuant to this Deed of Trust.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants this Deed of Trust on the terms and provisions hereof:

ARTICLE 1. **DEFINITIONS**

Section 1.1 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Credit Agreement. As used herein, the following terms shall have the following meanings:

(a) ***“Event of Default”***: An Event of Default under and as defined in the Credit Agreement.

(b) ***“Guaranty”***: That certain guaranty provided pursuant to Article VII of the Credit Agreement by and from Grantor and the other guarantors referred to therein for the benefit of the Secured Parties dated as of even date herewith, as the same may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time.

(c) ***“Indebtedness”***: (1) All indebtedness of Grantor to Beneficiary or any of the other Secured Parties under the Credit Agreement or any other Loan Document, including, without limitation (except as otherwise set forth in Section 7.01(b) of the Credit Agreement), the sum of all (a) principal, interest and other amounts owing under or evidenced or secured by the Credit Agreement and the Loan Documents, (b) principal, interest and other amounts which may hereafter be lent by or owed to Beneficiary or any of the other Secured Parties under or in connection with the Credit Agreement or any of the other Loan Documents, whether evidenced by a promissory note or other instrument which, by its terms, is secured hereby, and (c) obligations and liabilities of any nature now or hereafter existing under or arising in connection with other extensions of credit under the Credit Agreement or any of the other Loan Documents and reimbursement obligations in respect thereof, together with interest and other amounts payable with respect thereto, and (2) all other indebtedness, obligations and liabilities now or hereafter existing of any kind of Grantor to Beneficiary or any of the other Secured Parties under documents which recite that they are intended to be secured by this Deed of Trust. The Indebtedness secured hereby includes, without limitation, all interest and expenses accruing after the commencement by or against Grantor or any of its affiliates of a proceeding under the Bankruptcy Code (defined below) or any similar law for the relief of debtors. This Deed of Trust secures all Indebtedness under the Credit Agreement and the other Loan Documents.

(d) ***“Mortgaged Property”***: All of Grantor's right, title and interest in and to the Lease, including all of grantor's interest in and to the Land and the Improvements defined therein and any other real property leased by Grantor pursuant to the Lease, including (i) all modifications, replacements, extensions and renewals of the Lease, (ii) all credits, deposits, options, privileges and rights of Grantor, as tenant under the Lease, (iii) all of Grantor's right, if any, to renew or extend the Lease for a succeeding term or terms, and (iv) all other options, privileges and rights granted and demised to Grantor under the Lease (collectively, the ***“Premises”***), (2) all materials, supplies, equipment, infrastructure, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all equipment, infrastructure, inventory and other goods (including, without limitation, all partitions, appliances, furniture, furnishings, machinery, elevators, boilers, building materials, computers and software, window coverings and floor coverings and other property now or in the future attached, or installed in the Improvements and all replacements, repairs, additions, or substitutions to these items) in which Grantor now has or hereafter acquires any rights or any power to transfer rights and that are or are

to become fixtures (as defined in the UCC, defined below) related to the Land (the “*Fixtures*”), (3) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the “*Personalty*”), (4) all reserves, escrows or impounds required under the Credit Agreement or any of the other Loan Documents and all deposit accounts maintained by Grantor with respect to the Mortgaged Property (the “*Deposit Accounts*”), (5) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits, including, without limitation, all rights, easements, title, interest, benefits, privileges and franchises of Grantor in, to, under, or arising from any reciprocal easement agreements affecting the Mortgaged Property (the “*Leases*”), (6) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property, including, without limitation, all payments, rights and claims for payments under or in respect of any reciprocal easement agreements affecting the Mortgaged Property (the “*Rents*”), (7) all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the “*Property Agreements*”), (8) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and the reversion(s), remainder(s), and claims of Grantor with respect to such items, and the benefits of any existing or future conditions, covenants and restrictions affecting the Land (9) all property tax refunds payable with respect to the Mortgaged Property (the “*Tax Refunds*”), (10) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the “*Proceeds*”), (11) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Grantor (the “*Insurance*”), and (12) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the “*Condemnation Awards*”). As used in this Deed of Trust, the term “Mortgaged Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein. For the avoidance of doubt, the term “Mortgaged Property” shall exclude any Personalty owned by Tenants under Tenancy Leases and Fixtures that Tenants are entitled to remove pursuant to Tenancy Leases unless and until the same become the property of Grantor pursuant to the terms of the applicable Tenancy Lease or otherwise pursuant to applicable laws.

(e) “*Obligations*”: All of the agreements, covenants, conditions, warranties, representations and other obligations of Grantor under the Credit Agreement and the other Loan Documents to which it is a party including, but not limited to, 2022-1 Term Loan Facility, 2022-2 Term Loan Facility, 2022-3 Term Loan Facility, 2023-1 Term Loan Facility, the Letter of Credit Facility, the Revolving Credit Facility, the Swing Line Facility, and the Specified LC Facility.

(f) “*Permitted Liens*”: Permitted Liens as defined in the Credit Agreement.

(g) “*Security Agreement*”: That certain Security Agreement by and from Grantor and the other grantors referred to therein, as debtors, to Agent and the other Secured Parties, as secured parties, dated as of August 25, 2021, as the same may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time.

(h) “***UCC***” or “***Uniform Commercial Code***”: The Uniform Commercial Code as in effect in the State of Utah from time to time, the creation, perfection and enforcement of any security interest granted under any Collateral Document is governed by the laws of a state other than the State of Utah, then, as to the matter in question, the Uniform Commercial Code as in effect in that state from time to time.

ARTICLE 2.

GRANT

Section 2.1 Grant. To secure the full and timely payment of the Indebtedness and the full and timely payment and performance of the Obligations, Grantor GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Trustee for the benefit of Beneficiary the Mortgaged Property, subject, however, only to the matters that are set forth on Exhibit B attached hereto (the “***Permitted Encumbrances***”) and to Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property, IN TRUST FOR THE BENEFIT OF BENEFICIARY, WITH POWER OF SALE, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND DEFEND the title to the Mortgaged Property unto Trustee.

ARTICLE 3.

WARRANTIES, REPRESENTATIONS AND COVENANTS

Grantor warrants, represents and covenants to Beneficiary as follows:

Section 3.1 Title to Mortgaged Property and Lien of this Instrument. Grantor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances and the Permitted Liens. This Deed of Trust creates valid, enforceable first priority liens and security interests against the Mortgaged Property.

Section 3.2 First Lien Status. Grantor shall preserve and protect the first priority lien and security interest status of this Deed of Trust and the other Loan Documents. If any lien or security interest other than a Permitted Encumbrance or a Permitted Lien is asserted against the Mortgaged Property, Grantor shall promptly, and at its expense, (a) give Beneficiary a detailed written notice of such lien or security interest (including origin, amount and other terms) after Grantor’s actual knowledge of same, and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same pursuant to a Good Faith Contest in compliance with the requirements of the Credit Agreement.

Section 3.3 Payment and Performance. Grantor shall pay the Indebtedness when due under the Credit Agreement and the other Loan Documents and shall perform the Obligations in full when they are required to be performed.

Section 3.4 Replacement of Fixtures and Personality. Grantor shall not, without the prior written consent of Beneficiary, permit any of the Fixtures or Personality owned or leased by Grantor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or is permitted to be removed by the Credit Agreement and shall not transfer any of the Fixtures or Personality owned or leased by Grantor unless the transferred item is (a) permitted to be transferred by the Credit Agreement, (b) not material to the value and use of the applicable Base Borrowing Asset, (c) obsolete, or (d) replaced with assets of similar character and use.

Section 3.5 Inspection. Subject to the rights of Tenants under Tenancy Leases, Grantor shall permit Beneficiary and the other Secured Parties and their respective agents, representatives and employees, upon reasonable prior notice to Grantor, to inspect the Mortgaged Property and all books and records of Grantor located thereon, pursuant to the provisions of the Credit Agreement, provided that

such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property or the rights of tenants at the Mortgaged Property.

Section 3.6 Other Covenants. All of the covenants in the Credit Agreement are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the Land.

Section 3.7 Insurance; Condemnation Awards and Insurance Proceeds.

(a) Insurance. Grantor shall maintain or cause to be maintained insurance with respect to the Mortgaged Property in compliance with the requirements set forth in the Credit Agreement.

(b) Condemnation Awards. Grantor assigns all Condemnation Awards to Beneficiary and authorizes Beneficiary to collect and receive such Condemnation Awards and to give proper receipts and acquittances therefor, subject to the terms of the Credit Agreement

(c) Insurance Proceeds. Grantor assigns to Beneficiary all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Subject to the terms of the Credit Agreement, Grantor authorizes Beneficiary to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Beneficiary, instead of to Grantor and Beneficiary jointly.

**ARTICLE 4.
INTENTIONALLY OMITTED**

**ARTICLE 5.
DEFAULT AND FORECLOSURE**

Section 5.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, Beneficiary may, at Beneficiary's election and by or through Trustee or otherwise, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the Loan Documents providing for the automatic acceleration of the Indebtedness upon the occurrence of certain Events of Default, declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor) except as may be required by applicable law, whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Grantor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Beneficiary's prior written consent, Beneficiary may invoke any legal remedies to dispossess Grantor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Beneficiary may reasonably deem necessary or desirable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Beneficiary reasonably deems necessary or desirable), and apply all Rents and other amounts collected by Trustee or Beneficiary in connection therewith in accordance with the provisions of Section 5.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Deed of Trust by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels to the fullest extent permitted by law. With respect to any notices required or permitted under the UCC, Grantor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof upon consummation of such sale, and to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. Beneficiary or any of the other Secured Parties may be a purchaser at such sale. If Beneficiary or such other Secured Party is the highest bidder, Beneficiary or such other Secured Party may credit the portion of the purchase price that would be distributed to Beneficiary or such other Secured Party against the Indebtedness in lieu of paying cash. To the fullest extent permitted by law, in the event this Deed of Trust is foreclosed by judicial action, appraisement of the Mortgaged Property is waived.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court to the extent permitted by applicable law as a matter of strict right and without notice to Grantor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Grantor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 5.7.

(f) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity.

Section 5.2 Separate Sales. Upon the occurrence and during the continuance of an Event of Default, it is agreed by Grantor that the Mortgaged Property may be sold in one or more parcels as permitted by law. The right of sale arising out of or during the continuance of any Event of Default shall not be exhausted by any one or more sales.

Section 5.3 Remedies Cumulative, Concurrent and Nonexclusive. Upon the occurrence and during the continuance of an Event of Default, Trustee, Beneficiary and the other Secured Parties shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Trustee, Beneficiary or such other Secured Party, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Trustee, Beneficiary or any other Secured Party in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 5.4 Release of and Resort to Collateral. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the

Loan Documents or their status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.

Section 5.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Trustee or Beneficiary to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents (except to the extent such notice is expressly required pursuant to the Loan Documents), and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 5.6 Discontinuance of Proceedings. If Trustee, Beneficiary or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Trustee, Beneficiary or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Grantor, Trustee, Beneficiary and the other Secured Parties shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Trustee, Beneficiary and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Trustee, Beneficiary or any other Secured Party thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

Section 5.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Beneficiary or Trustee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) to the payment of the reasonable out-of-pocket costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (1) trustee's and receiver's fees and expenses, including the repayment of the amounts evidenced by any receiver's certificates, (2) court costs, (3) reasonable attorneys' and accountants' fees and expenses, and (4) costs of advertisement;

(b) to the payment of the Indebtedness and performance of the Obligations in such manner and order of preference as Beneficiary in its sole discretion may determine; and

(c) the balance, if any, to the Persons legally entitled thereto.

Section 5.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 5.1(d) will divest all right, title and interest of Grantor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Grantor retains possession of such property or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser, and will, if Grantor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 5.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of any Event of Default, Beneficiary and each of the other Secured Parties shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All sums advanced and expenses incurred at any time by Beneficiary or any other Secured Party under this Section 5.9, or otherwise under this Deed of Trust or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the rate of interest that would be payable at such time on a Base Rate Advance pursuant to Section 2.07(b) of the Credit Agreement, and all such sums, together with interest thereon, shall be secured by this Deed of Trust.

(b) Grantor shall pay all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Deed of Trust and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Deed of Trust and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Beneficiary in respect thereof, by litigation or otherwise.

Section 5.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 5, the assignment of the Rents and Leases under Article 6, the security interests under Article 7, nor any other remedies afforded to Beneficiary under the Loan Documents, at law or in equity shall cause Trustee, Beneficiary or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Trustee, Beneficiary or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 6. ASSIGNMENT OF RENTS AND LEASES

Section 6.1 Assignment. In furtherance of and in addition to the assignment made by Grantor in Section 2.1 of this Deed of Trust, Grantor hereby absolutely and unconditionally assigns as security, sells, transfers and conveys to Trustee (for the benefit of Beneficiary) and to Beneficiary all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment intended as security and Trustee and Beneficiary shall be entitled to all of the rights and benefits available under Utah Code 57-26-101. So long as no Event of Default shall have occurred and be continuing, Grantor shall have a revocable license from Trustee and Beneficiary to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Grantor, the license herein granted shall automatically expire and terminate, without notice to Grantor by Trustee or Beneficiary (any such notice being hereby expressly waived by Grantor to the extent permitted by applicable law), except to the extent such notice is expressly required pursuant to the Loan Documents.

Section 6.2 Perfection Upon Recordation. Grantor acknowledges that Beneficiary and Trustee have taken all actions necessary to obtain, and that upon recordation of this Deed of Trust Beneficiary and Trustee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Grantor acknowledges and agrees that upon recordation of this Deed of Trust Trustee's and Beneficiary's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Grantor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "**Bankruptcy Code**"), without

the necessity of commencing a foreclosure action with respect to this Deed of Trust, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 6.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Grantor, Trustee and Beneficiary agree that (a) this Deed of Trust shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Deed of Trust extends to property of Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 6.4 No Merger of Estates. So long as part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Grantor, Beneficiary, any tenant or any third party by purchase or otherwise.

ARTICLE 7. SECURITY AGREEMENT

Section 7.1 Security Interest. This Deed of Trust constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personality, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Grantor grants to Beneficiary a first and prior security interest in the Personality, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property, subject to Permitted Liens. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Personality, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Grantor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Grantor. In the event of any conflict or inconsistency between the terms of this Deed of Trust and the terms of the Security Agreement with respect to the collateral covered both therein and herein, the Security Agreement shall control and govern to the extent of any such conflict or inconsistency.

Section 7.2 Financing Statements. Grantor shall prepare and deliver to Beneficiary such financing statements, and shall execute and deliver to Beneficiary such other documents, instruments and further assurances, in each case in form and substance reasonably satisfactory to Beneficiary, as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder. Grantor hereby irrevocably authorizes Beneficiary to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor represents and warrants to Beneficiary that Grantor's jurisdiction of organization is the State of Delaware. After the date of this Deed of Trust, Grantor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least thirty (30) days' prior written notice to Beneficiary (or such other period as may be agreed by the Agent).

Section 7.3 Fixture Filing. This Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 7.3 is provided so that this Deed of Trust shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Grantor is the

“Debtor” and its name and mailing address are set forth in the preamble of this Deed of Trust immediately preceding Article 1. Beneficiary is the “Secured Party” and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Deed of Trust immediately preceding Article 1. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(d) of this Deed of Trust. Grantor represents and warrants to Beneficiary that Grantor is the record owner of the Mortgaged Property, the employer identification number of Grantor is 92-1990350 and the organizational identification number of Grantor is 7209227.

ARTICLE 8. **CONCERNING THE TRUSTEE**

Section 8.1 Certain Rights. With the approval of Beneficiary, Trustee shall have the right to select, employ and consult with counsel. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. Trustee shall be entitled to reimbursement for actual, reasonable expenses incurred by it in the performance of its duties and to reasonable compensation for Trustee’s services hereunder as shall be rendered. Grantor shall, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and indemnify, defend and save Trustee harmless against, all liability and reasonable expenses which may be incurred by it in the performance of its duties, including those arising from joint, concurrent, or comparative negligence of Trustee; *provided, however*, that Grantor shall not be liable under such indemnification to the extent such liability or expenses result solely from Trustee’s gross negligence or willful misconduct. Grantor’s obligations under this Section 8.1 shall not be reduced or impaired by principles of comparative or contributory negligence.

Section 8.2 Retention of Money. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

Section 8.3 Successor Trustees. If Trustee or any successor Trustee shall die, resign or become disqualified from acting in the execution of this trust, or Beneficiary shall desire to appoint a substitute Trustee, Beneficiary shall have full power to appoint one or more substitute Trustees and, if preferred, several substitute Trustees in succession who shall succeed to all the estates, rights, powers and duties of Trustee. Such appointment may be executed by any authorized agent of Beneficiary and as so executed, such appointment shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action. Such appointment shall be executed, acknowledged and recorded prior to such substitute Trustee taking any record action in connection with this Deed of Trust.

Section 8.4 Perfection of Appointment. Should any deed, conveyance or instrument of any nature be required from Grantor by any successor Trustee to more fully and certainly vest in and confirm to such successor Trustee such estates, rights, powers and duties, then, upon request by such Trustee, all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered and shall be caused to be recorded and/or filed by Grantor.

Section 8.5 Trustee Liability. In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Deed of Trust, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise.

ARTICLE 9. **MISCELLANEOUS**

Section 9.1 Notices. Any notice required or permitted to be given under this Deed of Trust shall be given in accordance with Section 9.02 of the Credit Agreement and in the case of the Trustee, to its address first set forth above or as otherwise notified by the Trustee to the other parties hereto in writing from time to time.

Section 9.2 Covenants Running with the Land. All Obligations contained in this Deed of Trust are intended by Grantor, Beneficiary and Trustee to be, and shall be construed as, covenants running with the Land. As used herein, "Grantor" shall refer to the party named in the first paragraph of this Deed of Trust and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Loan Documents; *provided, however,* that no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary.

Section 9.3 Attorney-in-Fact. Grantor hereby irrevocably appoints Beneficiary as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Beneficiary reasonably deems appropriate to protect Beneficiary's interest, if Grantor shall fail to do so within thirty (30) days after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the exercise of any power of sale contained herein or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose (without representation or warranty of any kind), (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Mortgaged Property, if Grantor shall fail to do so within ten (10) Business Days after written request by Beneficiary, and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Grantor hereunder; *provided, however,* that (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantor; (2) any sums advanced by Beneficiary in such performance shall be added to and included in the Indebtedness and shall bear interest at the rate at which interest is computed at such time on a Base Rate Advance pursuant to Section 2.07(b) of the Credit Agreement; (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (4) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section 9.3.

Section 9.4 Successors and Assigns. This Deed of Trust shall be binding upon and inure to the benefit of Beneficiary, the other Secured Parties, Trustee and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Beneficiary, assign any rights, duties or obligations hereunder except as allowed pursuant to the Credit Agreement.

Section 9.5 No Waiver. Any failure by Beneficiary, the other Secured Parties or Trustee to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Beneficiary, the other Secured Parties and Trustee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 9.6 Credit Agreement. If any conflict or inconsistency exists between this Deed of Trust and the Credit Agreement, the Credit Agreement shall control and govern to the extent of any such conflict or inconsistency.

Section 9.7 Release or Reconveyance. Upon (x) the latest of payment in full of the Indebtedness and performance in full of the Obligations, the termination of all Commitments and the termination or expiration of all Letters of Credit (or until the applicable Borrower has deposited in the L/C Cash Collateral Account Cash Collateral in an amount equal to 105% of the aggregate Available Amount of all Letters of Credit then outstanding pursuant to the Credit Agreement) or (y) upon a sale or other disposition of the Mortgaged Property to a Person other than a Loan Party and permitted by the Credit Agreement, Beneficiary, at Grantor's request and expense, shall release the liens and security interests created by this Deed of Trust or reconvey the Mortgaged Property to Grantor.

Section 9.8 Waiver of Stay, Moratorium and Similar Rights. Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Deed of Trust or the Indebtedness or Obligations secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Trustee, Beneficiary or any other Secured Party.

Section 9.9 Applicable Law. The provisions of this Deed of Trust regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Deed of Trust shall be governed by the laws of the State of New York.

Section 9.10 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 9.11 Severability. If any provision of this Deed of Trust shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Deed of Trust.

Section 9.12 Entire Agreement. This Deed of Trust and the other Loan Documents embody the entire agreement and understanding between Grantor and Beneficiary relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 9.13 Beneficiary as Agent; Successor Agents.

(a) Agent has been appointed to act as Agent hereunder by the other Secured Parties. Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Credit Agreement, any related agency agreement among Agent and the other Secured Parties (collectively, as amended, amended and restated, supplemented or otherwise modified or replaced from time to time, the "*Agency Documents*") and this Deed of Trust. Grantor and all other Persons shall be entitled to rely on releases, waivers, consents,

approvals, notifications and other acts of Agent, without inquiry into the existence of required consents or approvals of the Secured Parties therefor.

(b) Beneficiary shall at all times be the same Person that is Agent under the Agency Documents. Written notice of resignation by Agent pursuant to the Agency Documents shall also constitute notice of resignation as Agent under this Deed of Trust. Removal of Agent pursuant to any provision of the Agency Documents shall also constitute removal as Agent under this Deed of Trust. Appointment of a successor Agent pursuant to the Agency Documents shall also constitute appointment of a successor Agent under this Deed of Trust. Upon the acceptance of any appointment as Agent by a successor Agent under the Agency Documents, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Agent as the Beneficiary under this Deed of Trust, and the retiring or removed Agent shall promptly (i) assign and transfer to such successor Agent all of its right, title and interest in and to this Deed of Trust and the Mortgaged Property, and (ii) execute and deliver to such successor Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the liens and security interests created hereunder, whereupon such retiring or removed Agent shall be discharged from its duties and obligations under this Deed of Trust. After any retiring or removed Agent's resignation or removal hereunder as Agent, the provisions of this Deed of Trust and the Agency Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Deed of Trust while it was Agent hereunder.

Section 9.14 Subrogation. If any or all of the proceeds of the Indebtedness are used to extinguish, extend or renew any indebtedness heretofore existing against the Mortgaged Property, then, to the extent of the funds so used, Beneficiary and the other Secured Parties shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Mortgaged Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Beneficiary and the other Secured Parties and are merged with the lien and security interest created herein as cumulative security for the repayment of the Indebtedness and the performance of the Obligations.

ARTICLE 10. LOCAL LAW PROVISIONS

Section 10.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 10 and the other terms and conditions of this Deed of Trust, the terms and conditions of this Article 10 will control and be binding.

Section 10.2 Power of Sale.

(a) Upon any sale made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Agent may bid for and acquire the Premises, whether by payment of cash or by credit bid in accordance with Utah Code § 57-1-28(1)(b). In the event of a successful credit bid, Agent shall make settlement for the purchase price by crediting to the Obligations of Grantor secured by this Deed of Trust such credit bid amount. Agent, upon so acquiring the Premises, or any part thereof, shall be entitled to hold, lease, rent, operate, manage, and sell the same in any manner provided by applicable law. For purposes of Utah Code § 57-1-28, Grantor agrees that all default rate interest and late charges, if any, owing from time to time under the Loan Documents shall constitute a part of and be entitled to the benefits of Agent's lien upon the Premises, and Agent may add all default rate interest and late charges, if any, owing from time to time under the Loan Documents to the principal balance due thereunder, and in either case Agent may include the amount of all unpaid late charges in any credit bid Agent may make at a foreclosure sale of the Premises pursuant to this Deed of Trust.

(b) In the event of any amendment to the provisions of Utah Code Title 57 or other provisions of the Utah Code referenced in this Deed of Trust, this Deed of Trust shall, at the sole election of Agent, be deemed amended to be consistent with such amendments or Beneficiary may elect not to give effect to such deemed amendments hereto if permitted by applicable law.

Section 10.3 Election to Foreclose as a Mortgage. During the continuance of an Event of Default, Agent shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, and Agent shall be entitled to recover in such proceeding all costs and expenses incident thereto, including reasonable attorneys' fees and disbursements in such amount as shall be fixed by the court. Grantor hereby waives all rights to the marshaling of Grantor's assets encumbered by this Deed of Trust to the fullest extent permitted by law, including the Premises, or any portion thereof, and all rights to require the Premises to be sold in several parcels. The proceeds or avails of such a sale pursuant to the foreclosure of this Deed of Trust as a mortgage shall first be applied to pay all reasonable fees, charges, costs of conducting such sale and advertising the Premises, and attorneys' fees as herein provided, second to pay to Agent the then outstanding amount of the Indebtedness with interest at the applicable rate set forth in the Loan Documents, and third to the person so entitled. Agent may purchase all or any part of the Premises at such sale. Any purchaser at such sale shall not be responsible for the application of the purchase money. To the extent permitted under Utah law, during any redemption period subsequent to such sale, the amount of Agent's bid entered at such sale shall bear interest at the statutory rate of six (6) percent.

Section 10.4 Deficiency. Grantor agrees to pay any deficiency arising from any cause, to which Agent may be entitled after applications of the proceeds of any trustee's sale, and Agent may commence suit to collect such deficiency in accordance with Utah Code § 57-1-32 or other applicable law. Grantor agrees for purposes of Utah Code § 57-1-32 that the value of the Premises as determined and set forth in an MAI appraisal of the Premises as obtained by Agent on or about the date of the sale or the recording of a notice of default and election to sell shall constitute the "fair market value" of the Premises for purposes of Utah Code § 57-1-32.

Section 10.5 Obligation Secured. For purposes of Utah Code §§ 57-1-32 and 57-1-28, the total Indebtedness secured by this Deed of Trust shall include all amounts payable by Grantor hereunder, including any increased rate of interest, any defeasance or prepayment payments or other amounts or obligations, all of which shall constitute "beneficiary's lien on the trust property."

Section 10.6 One Action Rule and Deficiency Statute. To the extent permitted by applicable law, Grantor knowingly waives the rights, protections and benefits afforded to Grantor under Utah Code §§ 78B-6-901 and 57-1-32 and any successor or replacement statute or any similar laws or benefits.

Section 10.7 Reinstatement. If Grantor, Grantor's successor in interest or any other person having a subordinate lien or encumbrance of record on the Premises, reinstates this Deed of Trust and the Loan within three (3) months of the recordation of a notice of default in accordance with Utah Code § 57-1-31(1), such party shall pay to Agent the reasonable cancellation fee contemplated by Utah Code § 57-1-31(2), as determined by Agent, in accordance with its then current policies and procedures, whereupon Trustee shall record a notice of cancellation of the pending trustee's sale.

Section 10.8 Acceptance by Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 10.9 Substitution of Trustee. Agent, or any successor in ownership of any Indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or

successors to any Trustee named herein or acting hereunder, which instrument, executed by Agent or such successor in ownership of such Indebtedness and duly acknowledged and recorded in the office of the recorder of the county or counties where the Premises are situated, with a copy thereof being provided to the persons required by Utah Code § 57-1-22 or any successor statute, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Grantor, Trustee and Agent or such successor in ownership of such Indebtedness hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee and all other information required by Utah Code § 57-1-22 or any successor statute. In compliance with Utah Code § 57-1-21.5, the Trustee shall not require the Grantor reinstating or paying of the Loan or a beneficiary acquiring property through foreclosure to pay any costs that exceed the actual costs incurred by the Trustee.

Section 10.10 Integration. PURSUANT TO UTAH CODE § 25-5-4, GRANTOR IS NOTIFIED THAT THIS DEED OF TRUST, THE CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS GOVERNING, EVIDENCING AND SECURING THE INDEBTEDNESS SECURED HEREBY REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

Section 10.11 Right to Contest. In all cases subject to the terms of the Credit Agreement: Grantor may, in good faith and by appropriate proceedings, contest the validity, applicability or amount of any asserted property taxes, property liabilities or liens, charges, attachments or lis pendens (“Contested Sum”) after written notice of the same to Agent. During such contest, Grantor shall not be deemed in default hereunder if: (i) prior to delinquency of the Contested Sum, Grantor deposits with Agent or Agent’s nominee cash or other security, in form reasonably satisfactory to Agent, adequate to cover the payment of such Contested Sum and any obligation, whether matured or contingent, of Grantor, Trustee or Agent therefor, together with interest, costs and penalties thereon; and (ii) Grantor promptly pays any amounts adjudged to be due, together with all costs, penalties and interest thereon, on or before such judgment becomes final. Each such contest shall be concluded and the Contested Sum, interest, costs and penalties thereon shall be paid prior to the date such judgment becomes final and before any writ or order is issued under which the Premises could be sold pursuant to such judgment. With respect to any mechanic’s lien, with the prior consent of Agent and in lieu of depositing cash or other security as described above, Grantor shall have the right to contest any such mechanic’s claim or lien so long as Grantor previously records a notice of release of lien and substitution of alternate security as contemplated by Utah Code § 38-1a-804 and otherwise complies with the requirements of Utah Code § 38-1a-804 to release the Premises from such lien or claim. Notwithstanding the foregoing, Grantor may, with the prior written consent of Agent, contest the amount of any such lien or claim related to services, labor or materials in accordance with Utah Code § 38-1a-804(7) without previously recording a notice of release of lien and substitution of alternate security. Grantor shall cause Agent to be named as a person interested in receiving electronic notices of all filings with respect to the Premises in the State Construction Registry in accordance with Utah Code § 38-1a-204. Grantor shall also provide to Agent copies of all preliminary notices or other notices filed by any contactor, subcontractor or supplier with respect to the Premises.

Section 10.12 Appointment of Receiver. Grantor specifically agrees that if an Event of Default shall have occurred and be continuing, Agent, upon application to a court of competent jurisdiction, as a matter of strict right without notice and without regard to occupancy or value of any security for the debt secured hereby or the solvency of any party bound for its payment, without any showing of fraud or mismanagement on the part of Grantor, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver to take possession of, and to operate the Premises and to collect and apply the rents, issues, profits and revenues of the Premises. The receiver shall have all of the rights, powers and protections granted to the

receiver or the Agent herein, or otherwise permitted under the laws of the State of Utah. Grantor will pay to the receiver or Agent upon demand all reasonable, out-of-pocket expenses, including receiver's fees, reasonable, actual attorneys' fees, costs and compensation, incurred pursuant to the provisions of this paragraph, and all such expenses shall be secured by this Deed of Trust.

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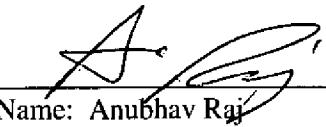
IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,
EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF DEBT ARE
NOT ENFORCEABLE UNDER UTAH LAW.**

GRANTOR:

**ALIGNED DATA CENTERS (WJU) PROPCO,
LLC, a Delaware limited liability company**

By:



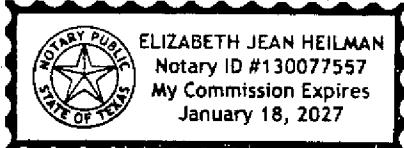
Name: Anubhav Raj

Title: CFO

STATE OF Texas)
) ss.:
COUNTY OF Collin)

On this 1st day of May, 2023, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Anubhav Raj, to me known to be the CFO of ALIGNED DATA CENTERS (WJU) PROPCO, LLC, the Delaware limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that (s)he was duly authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Notary Public
Print Name: Elizabeth Jean Heilman
Residing at: 2800 Summit Avenue | Plano, TX 75074

My Commission Expires: 01/18/2027

EXHIBIT A
LEGAL DESCRIPTION

LOT 2B, 111 COMMERCE CENTER 2ND AMENDED, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

EXHIBIT B
PERMITTED ENCUMBRANCES

1. An easement over, across or through the Land for electric transmission and incidental purposes, as granted to The Telluride Power Company, a Colorado corporation by Instrument recorded March 17, 1903 as Entry No. 167663 in Book 6-N at Page 207 of Official Records
2. An easement over, across or through the Land for electric transmission and incidental purposes, as granted to Utah Power and Light Company by Instrument recorded March 23, 1978 as Entry No. 3081960 in Book 4643 at Page 711 of Official Records
3. An easement over, across or through the Land for pipelines and water works and incidental purposes, as granted to City of West Jordan, Utah, a municipal corporation and political subdivision of the State of Utah by Instrument recorded May 15, 2006 as Entry No. 9723555 in Book 9294 at Page 2583 of Official Records
4. Notice of Adoption of the West Jordan Pioneer Technology District Economic Development Project Area Plan recorded August 3, 2016 as Entry No. 12335064 in Book 10460 at Page 958 of Official Records
5. Ordinance No. 16-33 Adopting the Pioneer Technology District Economic Development Project Area Plan as the Official Economic Development Project Area Plan for the Pioneer Technology District Economic Development Project Area, recorded August 5, 2016 as Entry No. 12336314 in Book 10460 at Page 7326 of Official Records
6. Utility Easement Agreement [East-West] by and between Vicky R. Jones, Trustee of the Vicky R. Jones Survivor's Trust UAD February 25, 2016, as to an undivided 95.5% interest; Bryan L. Jones, a married man as his separate property, as to an undivided 1.5% interest; Leanna Jones, a single woman, as to an undivided 1.5% interest; and Jeneal Harshman, a married woman, as her separate property, as to an undivided 1.5% interest, each as tenants in common and Lonestar SLC I, LLC, a Delaware limited liability company, dated August 19, 2019 recorded August 19, 2019 as Entry No. 13054828 in Book 10818 at Page 1424 of Official Records
7. Dedication and Grant of Utility Easement, by and between Lonestar SLC I, LLC, a Delaware limited liability company and City of West Jordan, a municipality of the State of Utah recorded January 26, 2022 as Entry No. 13877071 in Book 11298 at Page 5859 of Official Records
8. Easements, notes and restrictions as shown on 111 Commerce Center subdivision plat recorded July 29, 2022 as Entry No. 13992383 in Book 2022P of Plats at Page 178
9. Easements, notes and restrictions as shown on 111 Commerce Center 1st Amended subdivision plat recorded January 18, 2023 as Entry No. 14063764 in Book 2023P of Plats at Page 010
10. Easements, notes and restrictions as shown on 111 Commerce Center 2nd Amended subdivision plat recorded January 23, 2023 as Entry No. 14064864 in Book 2023P of Plats at Page 015
11. Access and Utility Easement dated January 18, 2023 by and between Aligned Data Centers (WJU) PROPCO, LLC, a Delaware limited liability company and 111 Commerce Center 1, L.C., a Utah limited liability company recorded January 23, 2023 as Entry No. 14064865 in Book 11397 at Page 870 of Official Records