

14253658 B: 11498 P: 6839 Total Pages: 9
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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY NCS NEW
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Chicago, IL 60606

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

Reference numbers of related documents: Entry No. 14118467 in Book 11426 at Page 1997

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

Beneficiary: **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

Additional legal description is on **Annex 1** of this document.

Assessor's Tax Parcel Numbers: 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

POOR COPY
- CO RECORDER -

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

THIS FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (UTAH) (this "*First Amendment to Deed of Trust*") is dated as of June 17, 2024, by and from **ALIGNED DATA CENTERS (WJU) PROPCO, LLC**, a Delaware limited liability company ("*Grantor*" or "*Trustor*"), 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 TD North Tower, 26th Floor, 77 King Street West, Toronto, Ontario M5K 1A2, Canada. The Agent, together with its successors and assigns, is referred to herein as the "*Beneficiary*."

RECITALS

A. Grantor has heretofore executed and delivered to Beneficiary that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Utah) dated as of June 15, 2023, which was recorded on June 16, 2023, as Entry No. 14118467 in Book 11426 at Page 1997, in the official records of Salt Lake County, Utah (the "*Existing Deed of Trust*"), covering the real property described on Annex 1 attached hereto and made a part hereof. Initial capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Existing Deed of Trust.

B. The Existing Deed of Trust was delivered pursuant to that certain Credit Agreement dated as of August 25, 2021 (as the same has been and may be amended, amended and restated, supplemented or otherwise modified from time to time, the "*Original Credit Agreement*") by and between by and between Grantor and certain other borrowers party thereto (collectively, the "*Borrowers*") and Beneficiary, as administrative agent for the Lender Parties, and as collateral agent for the Secured Parties.

C. Borrowers have entered into that Amendment No. 5 to Credit Agreement dated as of the date hereof, which amends the Original Credit Agreement ("*Amendment No. 5*"; together with the Original Credit Agreement, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*").

D. Grantor will benefit from Amendment No. 5.

E. A condition precedent for the Lender providing the Loans under Amendment No. 5 is the execution and delivery by the Grantor of this Amendment.

F. The parties desire to amend the Existing Deed of Trust pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the foregoing recitals, which recitals are incorporated herein and made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendments.** Effective as of the date hereof, the Existing Deed of Trust shall be deemed to be amended as follows:

From and after the date hereof, all references to the "Obligations" in the Existing Deed of Trust shall be deemed to include, but not be limited to, 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, without limitation, Amendment No. 5).

2. **Certain Representations.** Grantor represents and warrants that, as of the date hereof: (a) Grantor has full power and authority to execute this First Amendment to Deed of Trust, and this First Amendment to Deed of Trust constitutes the legal, valid, and binding obligation of Grantor, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; and (b) no authorization, approval, consent or other action by, notice to, or filing with, any governmental authority or other person is required for the execution and delivery by Grantor of this First Amendment to Deed of Trust or the performance of this First Amendment to Deed of Trust.

3. **Ratification and Confirmation.** It is expressly agreed that the execution of this First Amendment to Deed of Trust shall not alter or otherwise affect the terms, provisions, and conditions of the Existing Deed of Trust EXCEPT as expressly set forth above. Grantor hereby RATIFIES, CONFIRMS, AND AGREES that the Existing Deed of Trust, as amended hereby, shall continue to be in full force and effect to the same extent as provided therein. Any reference to the "Deed of Trust" as used in the Existing Deed of Trust or herein shall mean the Existing Deed of Trust as modified by this First Amendment to Deed of Trust.

4. **Limitation on Agreements.** The modifications set forth herein are limited precisely as written and shall not be deemed (a) to be a consent under or a waiver of or an amendment to any other term or condition in the Existing Deed of Trust, or (b) to prejudice any right or rights which Beneficiary now has or may have in the future under or in connection with the Existing Deed of Trust, as amended hereby, or any of the other documents referred to herein or therein.

5. **Effect of Amendment; Conflicts.** This First Amendment to Deed of Trust shall be construed as, and is hereby made a part of, the Existing Deed of Trust, and such instruments (the Existing Deed of Trust and this First Amendment to Deed of Trust) shall be construed and interpreted together as a single instrument, excepting only that, in the case of any inconsistency which cannot be reconciled, the terms of this First Amendment to Deed of Trust shall be controlling.

6. **Counterparts.** This First Amendment to Deed of Trust may be executed in one or more counterparts, each of which will be deemed to be an original copy of this First Amendment

to Deed of Trust and all of which, when taken together, will be deemed to constitute one and the same agreement.

7. **Entirety.** THIS FIRST AMENDMENT TO DEED OF TRUST, THE EXISTING DEED OF TRUST, THE CREDIT AGREEMENT, AND ALL OF THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Deed of Trust on the respective dates of their notary certifications below to be effective as of the date first set forth above, intending to create an instrument executed under seal.

[SIGNATURE PAGES FOLLOW]

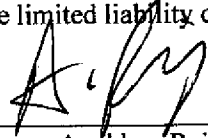
IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

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: Chief Financial Officer

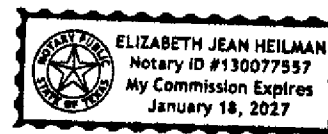
[NOTARY ACKNOWLEDGMENT FOLLOWS]

STATE OF Texas §
COUNTY OF Collin §

Before me, the undersigned authority, on this day personally appeared Anubhav Raj, as Chief Financial Officer of ALIGNED DATA CENTERS (WJU) PROPCO, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

Given under my hand and seal of office this 12th day of June 2024.

My Commission Expires: 01.18.27 Elizabeth J. Heilman
Notary Public

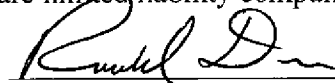


IN WITNESS WHEREOF, Beneficiary has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

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

BENEFICIARY: TORONTO DOMINION (TEXAS) LLC, a
Delaware limited liability company

By:


Name: RONALD DAVIS
Title: Authorized Signatory

[NOTARY ACKNOWLEDGMENT FOLLOWS]

STATE OF)
New York) ss.:
COUNTY OF)
New York

On this 12th day of JUNE, 2024, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Ronald Davis, to me known to be the Authorized Signatory of TORONTO DOMINION (TEXAS) LLC, the 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 Dennis Cairns
Print Name: DENNIS CAIRNS
Residing at: QUEENS, N.Y.
My Commission Expires: 8/9/24

DENNIS CAIRNS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6114237
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES 08/09/2024

ANNEX 1

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.