

REV05042015

Return to:

Rocky Mountain Power
Lisa Louder/Brian Bridge
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Aligned Energy Data Centers

WO#: TJOR/2022/C/004/10079681

RW#: 2024LBB024

RIGHT OF WAY EASEMENT

For value received, 111 Commerce Center LLC, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement 30 feet in width and 2,787.24 feet in length, more or less, for a right of for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Legal Description: A right-of way over the north thirty (30) feet of Grantor's land, being thirty feet north and adjacent to the following described line:

Beginning at the Point of Commencement, the North Quarter Corner of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, thence South 89°42'36" East 297.06 feet along the section line and South 0°41'29" West 2787.24 feet to the Point of Beginning on the west property boundary of the Grantor's Land;

thence South 89°33"12" East 962.02 feet more or less to the Point of Terminus on the east property boundary of the Grantor's property and being in the Southeast Quarter of said Section 10.

Contains: 1.91 acres or 83,617 sq. ft.

Assessor Parcel No.

26-10-400-005

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 5th day of May, 2025.


111 Commerce Center LLC - GRANTOR

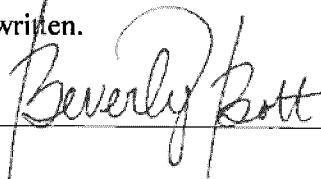
Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF UTAH)
County of Salt Lake) ss.

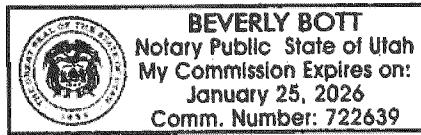
On this 5th day of May, 2025, before me, the undersigned Notary Public in and for said State, personally appeared Brian Gochmour (name), known or identified to me to be the Manager (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager) (member) of the limited liability company, or a partner of the partnership that executed the instrument

or the person who executed the instrument on behalf of 111 Commerce Center LLC, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



(Notary Signature)

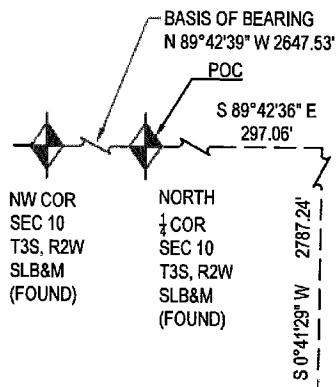


NOTARY PUBLIC FOR UTAH (state)
Residing at: Salt Lake County (city, state)
My Commission Expires: 1/25/2026 (d/m/y)

Property Description

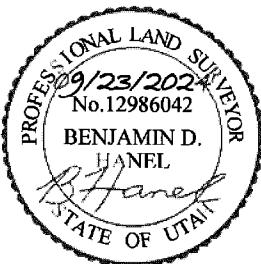
Quarter: Southeast of Section 10,
 Township 3 South, Range 2 West, Salt Lake Base & Meridian.
 County: Salt Lake County State: Utah
 Parcel Number: 26-10-400-005

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9800 SOUTH

S 89°33'12" E 962.02'
 30' RMP EASEMENT
 (HATCHED)
 EASEMENT CONTAINS
 28,807 SQ.FT. OR 0.661 ACRES
 GRANTOR: 111 COMMERCE CENTER 1, LC.
 PARCEL NO. 26-10-400-005



OWNER: ALIGNED DATA CENTER WUJ PROPCO LLC
 PARCEL NO. 26-10-326-013

6600 WEST

OLD BINGHAM HWY

LEGEND

- PROPERTY LINE
- SECTIONLINE
- EASEMENT LINE
- TANGENT LINE
- PERPETUAL EASEMENT

CC#:	WO#:
Landowner Name:	111 COMMERCE CENTER 1, LC.
Drawn by :	Ensign Engineering

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A



SCALE: 1" = 200'

FIRST AMENDMENT TO ASSIGNMENT OF PURCHASE AGREEMENT

This First Amendment to Assignment of Purchase Agreement ("First Amendment") is entered into this 2nd day of June, 2025 ("Effective Date"), by and between BOYER PROJECT COMPANY, L.C., a Utah limited liability company ("Assignor") and IVORY LAND CORPORATION, a Utah corporation ("Assignee"), sometimes referred to jointly herein as "Parties."

RECITALS:

WHEREAS the Parties previously entered into that certain Assignment of Purchase Agreement dated May 14, 2025 ("Assignment") with respect to real property located in Salt Lake County, State of Utah ("Property");

WHEREAS the Parties have cooperated in the preparation of this First Amendment and desire to enter into this First Amendment to modify certain terms to the Assignment;

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the same meanings assigned such terms in the Assignment.
2. **Purchase Price.** Section 6(a) of the Assignment is deleted and restated in its entirety as follows:

6(a) Purchase Price. If Assignor exercises its right to purchase the Property Interest within one year of the closing date for the applicable portion of the Option Property, Assignor shall pay fifty percent (50%) of the purchase price and net closing costs paid by Assignee or its affiliate to purchase the applicable portion of the Option Property pursuant to the Purchase Agreement or any other purchase agreement used to acquire the applicable portion of the Option Property. For purposes of calculating the purchase price for Assignor to acquire the Property Interest, Assignor's purchase price to purchase the Property Interest shall increase by three percent (3%) annually for two years following the closing date for the applicable portion of the Option Property. Thereafter, Assignor's purchase price to purchase the Property Interest shall increase by six percent (6%) annually for the applicable portion of the Option Property.

3. **Subordination of Conflicting Terms.** In the event of a conflict in the terms and conditions of this First Amendment with the terms and conditions of the Assignment, the terms and conditions of this First Amendment shall be binding and govern the conduct of the parties.

4. **No Other Changes.** All provisions in the Assignment as it may have been previously amended not specifically amended by this First Amendment shall remain in full force and effect.

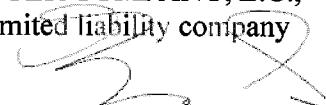
5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but with all such counterparts being taken together to constitute a single original.

IN WITNESS WHEREOF, the parties have made effective this First Amendment on the date first set forth above.

ASSIGNOR:

BOYER PROJECT COMPANY, L.C.,
a Utah limited liability company,
by its Manager,

THE BOYER COMPANY, L.C.,
a Utah limited liability company

By: 
Name: Brian Gochnour
Title: Manager

ASSIGNEE:

IVORY LAND CORPORATION,
a Utah corporation

By: 
Name: Kevin Anglesey
Title: Secretary