

WHEN RECORDED RETURN TO:

Eagle Mountain Data Center Campus, LLC
1245 Brickyard Road, Suite 70
Salt Lake City, Utah 84106

Tax Parcel Nos. 59-058-0005 and 59-058-0006

Cross Reference: Ent. 58980:2022

FIRST AMENDMENT TO IMPROVEMENTS AGREEMENT

Eagle Mountain Data Center Campus, LLC / QTS Eagle Mountain I, LLC / QTS Eagle Mountain II, LLC

THIS FIRST AMENDMENT TO IMPROVEMENTS AGREEMENT (this "**Amendment**") is entered into as of the 29th day of June, 2023, by and between the following:

- (i) **EAGLE MOUNTAIN DATA CENTER CAMPUS, LLC**, a Utah limited liability company ("**Developer**"), whose address is 1245 Brickyard Road, Suite 70, Salt Lake City, Utah 84106, Attention: Paul W. Ritchie and Corey Berg, Email: paul@theritchiegroupp.com and corey@theritchiegroupp.com, with a copy for notice purposes via email to Victor A. Taylor, Esq., Dentons Durham Jones Pinegar P.C., Email: victor.taylor@dentons.com and vtaylor.re@gmail.com;
- (ii) **QTS EAGLE MOUNTAIN I, LLC**, a Delaware limited liability company ("**QTS I**"), whose address is 12851 Foster Street, Overland Park, Kansas 66213, Attention: Legal, Email: ritadagostino@qtsdatacenters.com, with a copy to Stinson LLP, 1201 Walnut, Suite 2900, Kansas City, Missouri 64106, Attention: Kate Hauber, Email: kate.hauber@stinson.com; and
- (iii) **QTS EAGLE MOUNTAIN II, LLC**, a Delaware limited liability company ("**QTS II**" and, together with QTS I, collectively, "**QTS**"), whose address is 12851 Foster Street, Overland Park, Kansas 66213, Attention: Legal, Email: ritadagostino@qtsdatacenters.com, with a copy to Stinson LLP, 1201 Walnut, Suite 2900, Kansas City, Missouri 64106, Attention: Kate Hauber, Email: kate.hauber@stinson.com, as successor in interest under the Agreement to QTS I solely as to the QTS Option Parcel (as defined in the Agreement).

(Developer and QTS are referred to in this Amendment collectively as the "**Parties**" and individually as a "**Party**.")

Recitals:

A. Developer and QTS I have heretofore entered into that certain Improvements Agreement dated May 12, 2022, recorded as Entry No. 58980:2022 in the public records of Utah County, Utah (the "**Agreement**"), concerning the construction and operation of certain improvements benefiting the real property described in the recitals therein, and certain other related matters.

B. On or about the date hereof, Developer has sold, granted and conveyed to QTS II substantially the same property defined in the Agreement as the "QTS Option Parcel" (the "*Option Parcel Sale*").

C. In connection with the Option Parcel Sale, the Parties desire to enter into this Amendment to modify the Agreement to (i) include QTS II as a party to the Agreement, and (ii) modify the definition of the "QTS Option Parcel", as more particularly set forth below.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Purpose. The Parties desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment.

2. Amendment. The Agreement is amended as follows:

(a) Solely with respect to rights, entitlements, duties, covenants and obligations arising from or connected to the QTS Option Parcel under the Agreement, the term "QTS" as used in the Agreement shall mean and refer to QTS Eagle Mountain II, LLC, a Delaware limited liability company, as successor in interest to QTS I under the Agreement as to the QTS Option Parcel. QTS I and QTS II shall be jointly and severally liable for any payments and charges payable by QTS under the Improvements Agreement.

(b) The legal description for the "QTS Option Parcel" as set forth in Recital C of the Agreement shall be deleted in its entirety and replaced with the following:

Lot 2, EAGLE MOUNTAIN DATA CENTER CAMPUS SUBDIVISION,
according to the official plat thereof as recorded in the office of the Utah County,
Utah Recorder.

All instances of the term "QTS Option Parcel" as used in the Agreement shall mean and refer to the real property as described in this Section 2(b).

(c) Without limiting the generality of the amendments contained herein, and for the avoidance of doubt, the first sentence of Section 1.9 of the Agreement is hereby amended by deleting the words "...listing QTS as an additional insured..." and replacing them with "...listing QTS I and QTS II as additional insureds...".

3. Enforceability. Each Party represents and warrants that: such Party was duly formed and is validly existing and in good standing under the laws of the state of its formation; such Party has the requisite power and authority under applicable law and its governing documents to execute, deliver and perform its obligations under this Amendment; the individual executing this Amendment on behalf of such Party has full power and authority under such Party's governing documents to execute and deliver this Amendment in the name of, and on behalf of, such Party and to cause such Party to perform its obligations under this Amendment; this Amendment has been duly authorized, executed and delivered by such Party; and this

Amendment is the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

4. Entire Agreement. The Agreement, as amended by this Amendment, exclusively encompasses the entire agreement of the Parties with respect to the subject matter thereof, and supersedes all previous negotiations, understandings and agreements between the Parties, whether oral or written, including, without limitation, any oral discussions, letters of intent and email correspondence. As to the subject matter of the Agreement, Agreement, the Parties have not relied on any representation, understanding, information, discussion, assertion, guarantee, warranty, collateral contract or other assurance made by or on behalf of the other Party or any other person whatsoever (including, without limitation, any real estate broker or agent) that is not set forth in this Amendment, and the Parties waive all rights and remedies, at law or in equity, arising or that may arise as the result of a Party's reliance thereon.

5. General Provisions. In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control. Except as set forth in this Amendment, the Agreement is ratified and affirmed in its entirety. This Amendment shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Amendment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

6. Titles and Headings. Titles and headings of Paragraphs of this Amendment are for convenience of reference only and shall not affect the construction of any provision of this Amendment.

7. Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person to whom reference is made may require.

8. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Amendment shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Amendment.

9. Applicable Law. This Amendment and the Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. The Parties subject themselves to the exclusive jurisdiction of the courts of the state of Utah and agree to commence and maintain any lawsuit related to this Agreement in such courts. The Parties further agree that such courts are a convenient forum. Unless otherwise provided, references in this Amendment to Paragraphs are to Paragraphs in this Amendment and the Agreement, as context dictates. This Amendment shall be construed according to its fair meaning and not strictly for or against either Party, as if both Parties had prepared it. The failure on the part of either Party to promptly enforce any right under this Amendment shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default.

10. Successors and Assigns. This Amendment shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns.

[Remainder of page intentionally left blank; signatures on following pages]

THE PARTIES have executed this Amendment below, to be effective as of the date first set forth above.

DEVELOPER:

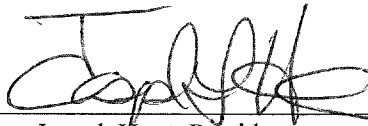
EAGLE MOUNTAIN DATA CENTER CAMPUS, LLC,
a Utah limited liability company,

by its Managers:

THE RITCHIE GROUP, L.C.,
a Utah limited liability company

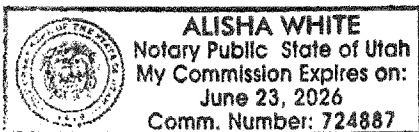
By 
Paul W. Ritchie, Manager

ALLIED SOLUTIONS GROUP, INC.,
a Utah corporation

By 
Joseph Hunt, President

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 22nd day of June, 2023, by Paul W. Ritchie, Manager of The Ritchie Group, L.C., Manager of Eagle Mountain Data Center Campus, LLC.




Notary Public

My Commission Expires:


6/23/2026

Residing at:

Salt Lake City, Utah

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 22nd day of June, 2023, by Joseph Hunt, President of Allied Solutions Group, Inc., Manager of Eagle Mountain Data Center Campus, LLC.



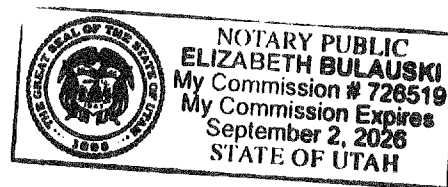
Notary Public

My Commission Expires:

9/2/26

Residing at:

Clearfield, UT



QTS I:

QTS EAGLE MOUNTAIN I, LLC,
a Delaware limited liability company

By 

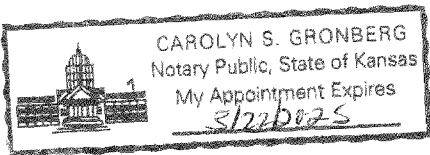
Print or Type Name of Signatory:

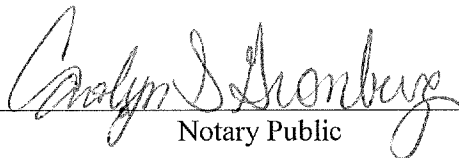
Chad Williams

CEO

State of Kansas)
County of Johnson) ss.

The foregoing instrument was acknowledged before me this 13 day of June, 2023, by Chad Williams, the CEO of QTS Eagle Mountain I, LLC.




Notary Public

My Commission Expires:

3/22/2025

Residing at:

12851 Foster St. Overland Park, KS 66213

QTS II:

QTS EAGLE MOUNTAIN II, LLC,
a Delaware limited liability company

By Chad Williams

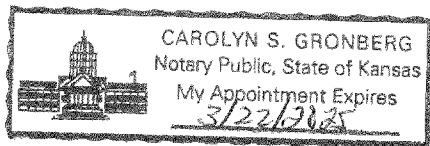
Print or Type Name of Signatory:

Chad Williams

CEO

State of Kansas)
County of Johnson) ss.

The foregoing instrument was acknowledged before me this 13 day of June, 2023, by Chad Williams, the CEO of QTS Eagle Mountain II, LLC.



Carolyn S. Gronberg
Notary Public

My Commission Expires:

3/22/2025

Residing at:

12851 Foster St. Overland Park, KS 66213