

Andrea Allen
Utah County Recorder

2022 May 13 10:12 AM FEE 40.00 BY AR

RECORDED FOR First American Title Insurance Company - NCS
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO:

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

Tax Parcel Nos. 59-058-0001 and 59-058-0002

IMPROVEMENTS AGREEMENT

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

THIS IMPROVEMENTS AGREEMENT (this “*Agreement*”) is entered into as of the 12th day of May, 2022 (the “*Effective Date*”), 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; and
- (ii) **QTS EAGLE MOUNTAIN I, LLC**, a Delaware limited liability company (“*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.

(Developer and QTS are referred to in this Agreement collectively as the “*Parties*” and individually as a “*Party*.”)

Recitals:

A. Developer is the owner of the real property (the “*Developer Parcel*”) located in Utah County, Utah, described as follows, which contains approximately 390 acres:

A parcel of land being a part or all of those two entire tracts described as “Parcel 1” and “Parcel 2” in that Special Warranty Deed recorded March 23, 2022 as Entry No. 35997:2022 in the Office of the Utah County Recorder. Said parcel of land is located in the Southeast Quarter of Section 26, Township 6 South, Range 2 West, Salt Lake Base and Meridian and is described as follows: Beginning at the Northwest Corner of said Section 26; thence S. 89°44’36” E. 2667.10 feet along the Section line to the North Quarter Corner of said Section 26; thence S. 00°18’56” W. 2662.33 feet along the Quarter Section line to the Center of said Section 26; thence S. 89°40’50” E. 1027.86 feet along the Quarter Section line; thence S. 00°16’02” W. 2675.07 feet to a southerly line of said Section 26; thence N. 89°46’24” W. 1030.11 feet along the Section line to the South Quarter Corner of said Section 26; thence N. 89°44’18” W. 2671.51 feet along the Section line to the Southwest Corner of said Section 26; thence N. 00°26’41” E. 2679.42 feet along the Section line to the West Quarter Corner of said Section 26; thence N. 00°16’50” E. 2659.41

feet along the Section line to the Point of Beginning. The Basis of Bearing is S. 89°44'36"
 E. along the Section line between the Northwest Corner and the North Quarter Corner of
 said Section 26, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

B. QTS is the owner of the real property (the "*QTS Existing Parcel*") located in Utah County,
 Utah, described as follows, which contains approximately 100 acres:

A parcel of land being a part of that entire tract described as "Parcel 1" in that
 Special Warranty Deed recorded March 23, 2022 as Entry No. 35997:2022 in the Office of
 the Utah County Recorder. Said parcel of land is located in the Southeast Quarter of Section
 26, Township 6 South, Range 2 West, Salt Lake Base and Meridian and is described as
 follows: Beginning at the East Quarter Corner of said Section 26; thence S. 00°16'02" W.
 2672.43 feet along the Section line to the Southeast Corner of said Section 26; thence N.
 89°46'24" W. 1629.18 feet along the southerly line of said Section 26; thence N. 00°16'02"
 E. 2675.07 feet to the Quarter Section line; thence S. 89°40'50" E. 1629.19 feet along the
 Quarter Section line to the Point of Beginning. The Basis of Bearing is S. 89°44'36" E.
 along the Section line between the Northwest Corner and the North Quarter Corner of said
 Section 26, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

(The Developer Parcel and the QTS Existing Parcel are referred to in this Agreement collectively as the
 "*Property*.")

C. Developer has granted to QTS an option, during the one (1)-year period after the Effective
 Date, to purchase the real property (the "*QTS Option Parcel*") located in Utah County, Utah, described as
 follows, which is a portion of the Developer Parcel and contains approximately 100 acres:

A parcel of land being a part of an entire tract described as "Parcel 1" in that Quit
 Claim Deed recorded December 9, 1996 as Entry No. 98963 in Book 4140, at Page 474 in
 the Office of the Utah County Recorder. Said parcel of land is located in the South Half of
 Section 26, Township 6 South, Range 2 West, Salt Lake Base and Meridian and is
 described as follows: Beginning at a point on the northerly boundary line of said "Parcel
 1" and Quarter Section line, which is 1629.19 feet N. 89°40'58" W. 1629.19 feet along
 said Quarter Section Line from the East Quarter Corner of said Section 26; thence S.
 00°15'58" W. 2675.04 feet to the southerly line of said Section 26; thence N. 89°46'28"
 W. 1030.10 feet along said southerly line of Section 26 to the South Quarter Corner of said
 Section 26; thence N. 89°44'19" W. 598.69 feet along said southerly line of Section 26;
 thence N. 00°18'53" E. 2677.27 feet to the Quarter Section line; thence S. 89°40'57" E.
 598.69 feet along said Quarter Section line to the Center of Section 26; thence S. 89°40'58"
 E. 1027.83 feet along said Quarter Section line to the Point of Beginning. The Basis of
 Bearing is S. 00°15'58" W. along the Section line between the East Quarter Corner and the
 Southeast Corner of said Section 26, Township 6 South, Range 2 West, Salt Lake Base and
 Meridian.

(As used in this Agreement, the "*QTS Parcel*" means:

- (i) the QTS Existing Parcel; and
- (ii) the QTS Option Parcel if, but only if, the QTS Option Parcel has at the time
 concerned been acquired by QTS; *therefore*, if the QTS Option Parcel has *not* at the time concerned been
 acquired by QTS, then the "QTS Parcel" shall mean only the QTS Existing Parcel.)

D. In connection with the development of the Property, the Parties desire to enter into this Agreement regarding the construction of, and the sharing of costs for, roads and infrastructure improvements for the use of, and access to, the Property, as well as the creation of rights-of-way and easements over and across the Property for roads, utilities and other applicable purposes, all as set forth in, and on and subject to the terms and conditions of, this Agreement.

Agreement:

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

1. **Improvements.**

1.1. **Definition—Improvements.** As used in this Agreement, “***Improvements***” means the following roads and infrastructure improvements:

(a) the following roads (the “***Roads***”) shown and, in some cases, labeled on the attached Exhibit A, including all grading, paving, temporary turnarounds and other typical aspects of road construction:

(i) the portion (the “***MR QTS Portion***”) of Magnolia Road commencing at the Southeast corner of the QTS Existing Parcel and running northerly along the entire easterly boundary of the QTS Existing Parcel to the Northeast corner of the QTS Existing Parcel;

(ii) the portion (the “***MR Shared Portion***”) of Magnolia Road continuing in a straight line northerly from the Northeast corner of the QTS Existing Parcel until connecting with the portion of Magnolia Road to the North that is already installed;

(iii) the road commencing at the Northeast corner of the QTS Existing Parcel and running westerly along the entire northerly boundary of the QTS Existing Parcel and then continuing in a straight line westerly to the westerly boundary of the Property, which road is labeled on Exhibit A as the “North Access Road”; and

(iv) the road commencing on the western terminus of the road described in the foregoing subparagraph (iii) and running northerly along the westerly boundary of the Property and then continuing in a straight line northerly to Tiffany Lane;

(b) all traffic lights, fire hydrants, sewer lift stations (including, without limitation, the sewer lift station shown near the Northeast corner of the QTS Existing Parcel on the attached Exhibit A), curbs, street signs and lighting, gutters, drainage swales, landscape, irrigation improvements, berms and sidewalks along or in connection with the Roads;

(c) all reasonably necessary or appropriate underground horizontal “wet” utility improvements, including, without limitation, water lines (including, without limitation, the extended line (the “***QTS Water Line***”) shown on Exhibit A in the MR QTS Portion), secondary or redundant water lines (including, without limitation, the water lines shown on Exhibit A in the roads described in the above subparagraphs (iii) and (iv)), sanitary sewer lines (including, without limitation, (i) the gravity sanitary sewer line (the “***QTS Sewer Line***”) shown on Exhibit A in the MR QTS Portion, and (ii) the pressurized sanitary sewer line shown on Exhibit A in the MR Shared Portion), storm drain lines and any other “wet”

utility lines (but excluding any “dry” utility lines, such as lines for data, telecommunication, gas and power, which are not covered by this Agreement); and

(d) any other improvements, facilities or infrastructure required or reasonably necessary or appropriate for the dedication and acceptance of the Roads.

The preliminary, estimated descriptions and costs of the Improvements are set forth on the attached Exhibits B and C, respectively; provided, however, that added to the preliminary, estimated costs of the Improvements set forth on Exhibit C are the following: approximately \$1,500,000 for the sewer lift station; and a fee of ten percent (10%) of the total costs of the Improvements, payable to the general contractor (the “GC”).

1.2. Construction Obligations. Developer shall, as soon as reasonably practicable, design, install and construct, or cause to be designed, installed and constructed, the Improvements:

(a) in a good and workmanlike manner, free from material defects; and

(b) in accordance with the approved Improvement Plans (as defined below) and all applicable laws, ordinance, rules and regulations.

As soon as reasonably practicable following the completion of the Improvements, the Parties shall dedicate to the public the Roads, together with such public utility easements along the Roads as may be required by Eagle Mountain City (the “City”), Utah.

1.3. Improvement Plans. Developer shall cause the plans and specifications (the “Improvement Plans”) for the Improvements to be prepared by a registered professional engineer. Developer shall furnish the initial draft of the Improvement Plans to QTS for QTS’s review and approval. QTS shall within three weeks after receipt either provide comments to such Improvement Plans or approve the same. QTS shall be deemed to have approved such Improvement Plans if QTS does not timely provide comments on such Improvement Plans. If QTS provides Developer with comments to the initial draft of the Improvement Plans, Developer shall provide revised Improvement Plans to QTS incorporating QTS’s comments within one week after receipt of QTS’s comments. QTS shall within one week after receipt then either provide comments to such revised Improvement Plans or approve such Improvement Plans. QTS shall be deemed to have approved such revised Improvement Plans if QTS does not timely provide comments on such Improvement Plans. The process described above shall be repeated, if necessary, until the Improvement Plans have finally been approved by QTS.

1.4. GC Materials. Developer shall furnish to QTS for QTS’s review and approval the following (the “GC Materials”): the identity and qualifications of the GC; the GC’s contract (the “GC Contract”), including its insurance requirements; and the bids, budget and construction schedule for the Improvements. QTS shall within ten (10) business days after receipt either provide comments to the GC Materials or approve the same. QTS shall be deemed to have approved the GC Materials if QTS does not timely provide comments on the GC Materials. If QTS provides Developer with comments to the GC Materials, Developer shall provide revised GC Materials to QTS incorporating QTS’s comments within one week after receipt of QTS’s comments. QTS shall within one week after receipt then either provide comments to such revised GC Materials or approve such GC Materials. QTS shall be deemed to have approved such revised GC Materials if QTS does not timely provide comments on such GC Materials. The process described above shall be repeated, if necessary, until the GC Materials have finally been approved by QTS. Once fully executed and delivered, Developer shall provide to QTS a copy of the GC Contract.

1.5. Project Management. Developer shall provide project management services in connection with the construction of the Improvements and the Change Orders (defined below) without charge. QTS may, at QTS's discretion and sole cost and expense, engage a representative to oversee construction activities on QTS's behalf. Said representative shall coordinate its efforts with Developer's project manager and/or GC, shall have full access to all information and documentation with respect to the Improvements and may be engaged throughout the design and construction process of the Improvements.

1.6. Change Orders. If after the Improvement Plans and the GC Materials have been approved by the Parties and the GC Contract has been fully executed and delivered by Developer and the GC, Developer requires improvements or changes (individually or collectively, the "**Change Orders**") to the Premises in addition to, revision of, or substitution for, the Improvements, Developer shall deliver to QTS for its approval plans and specifications for such Change Orders. Within three (3) business days after such delivery, QTS shall either approve or disapprove such Change Orders, and if QTS disapproves such Change Orders, QTS shall advise Developer of the revisions required. QTS shall be deemed to have approved such Change Orders if QTS does not timely provide comments on such Change Orders. Developer shall revise and redeliver such Change Orders to QTS within three (3) business days after QTS's advice of its disapproval of such Change Orders. The process described above shall be repeated, if necessary, until such Changes Orders have finally been approved by QTS.

1.7. Temporary Easement. QTS conveys to Developer a temporary, non-exclusive easement on, over and across the QTS Parcel immediately adjacent to the Roads (only) for Developer to construct the Improvements that adjoin or may be located on the QTS Parcel, of which Developer shall provide QTS at least five (5) business days' advance written notice of use and location. On the completion and, if applicable, dedication of the Improvements, such easement shall automatically terminate and have no further force or effect. Developer shall (a) promptly repair all damage to any improvements located on the QTS Parcel caused by Developer's construction of the Improvements, and indemnify, defend and hold harmless QTS from and against any claims, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), arising from the exercise of such easement, and (b) not unreasonably interfere in the exercise of such easement with QTS's construction and development on the QTS Parcel.

1.8. Liens; Financial Wherewithal. Developer shall keep the QTS Parcel free from any liens arising out of any work performed, materials furnished or obligations incurred in connection with the Improvements, and shall indemnify, defend and hold harmless QTS from any liens that may be placed on the QTS Parcel pertaining thereto. Any such liens shall be released of record or bonded over within thirty (30) days after the filing thereof. On or before the Effective Date, Developer shall provide to QTS (subject to a confidentiality agreement if requested by Developer) reasonable evidence demonstrating that Developer has the necessary financial wherewithal to fund its share of the Improvements. Developer shall maintain the necessary financial wherewithal to fund its share of the Improvements until the Improvements are completed.

1.9. Insurance. On or prior to the commencement of construction of the Improvements, Developer shall obtain or cause to be obtained, and shall thereafter maintain or cause to be maintained in full force and effect until the date on which the Improvements are constructed and dedicated, a commercial general liability insurance policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, listing QTS as an additional insured, as well as any other insurance that may be required by the City in connection with the construction of the Improvements, and shall provide to QTS a certificate of insurance evidencing such coverage. Developer shall also cause the GC and its subcontractors to carry such additional insurance as may be customary in connection with the work being performed. On or prior to the commencement of construction of the Improvements, QTS shall obtain or cause to be obtained, and shall

thereafter maintain or cause to be maintained in full force and effect until the date on which the Improvements are constructed and dedicated, such insurance as may be required by the City in connection with the construction of the Improvements, listing Developer as an additional insured, and shall provide to Developer a certificate of insurance evidencing such coverage.

1.10. Miscellaneous. QTS's approval of the Improvement Plans and Change Orders shall not constitute an approval of the character or quality of the engineering design for the Improvements or Change Orders or any of their components or an acknowledgement that the design complies with applicable codes or other laws. Developer shall provide to QTS twice-monthly updates as to the progress and completion of the Improvements. Each Party shall fully cooperate with the other Party with respect to the design, installation and construction of the Improvements and the dedication of the Roads to the public.

2. Cost Sharing. Within ten (10) business days after the receipt by QTS of AIA Documents G-702 Contractors Application for Payment and G-703 Continuation Sheet or other similar documents, properly completed by the GC and certified by the civil engineer, and standard, executed lien waivers for the costs (the "*Costs*") of the Improvements or Change Orders concerned, which may be submitted by Developer to QTS periodically but not more often than once each calendar month, QTS shall pay to Developer QTS's Pro-Rata Share of such Costs and Developer shall, within five (5) business days thereafter, provide to QTS confirmation of payment of all Costs (including QTS's Pro-Rata Share of such Costs) then due to the GC, with Developer paying the balance of the Costs ("*Developer's Pro-Rata Share*") then due; *provided, however*, that notwithstanding the foregoing to the contrary, all Costs for or relating to the MR QTS Portion, the QTS Water Line and the QTS Sewer Line shall be borne solely by QTS and not shared by Developer, and paid by QTS as and when due in accordance with the same process as set forth in the foregoing portion of this sentence. Any payment not made by QTS to Developer when due under this Agreement shall be subject to a late charge of five percent (5%) of the unpaid amount, and the unpaid amount shall thereafter accrue interest at the rate of twelve percent (12%) per annum (the "*Default Rate*") until paid in full, with interest. "*QTS's Pro-Rata Share*" means the result obtained by multiplying the Costs concerned by (a) 20.41% ($100 \div 490$ acres), or (b) if QTS has at the time concerned acquired the QTS Option Parcel, by 40.82% ($200 \div 490$ acres). For clarity, if QTS has not acquired the QTS Option Parcel as of the date any Costs are billed to QTS, then (y) QTS's Pro-Rata Share shall be 20.41%, and (z) if and when (if ever) QTS acquires the QTS Option Parcel, QTS shall (i) concurrently with such acquisition, pay to Developer the balance of QTS's Pro-Rata Share (an additional 20.41%) of all Costs previously billed to QTS, and (ii) thereafter, if applicable, pay to Developer an additional 20.41% (for a total of 40.82%) as QTS's Pro-Rata Share of all Costs thereafter billed to QTS.

3. Default. The occurrence of any of the following events with respect to either Party shall constitute an "*Event Default*" with respect to such Party under this Agreement: (a) such Party fails to pay any amount on the date when due under this Agreement, and such failure is not cured within five (5) business days after written notice is given to such Party by the other Party that the same is past due; (b) such Party fails to observe or perform any other term, covenant or condition to be observed or performed by such Party, and such failure is not cured within ten (10) business days after written notice is given to such Party by the other Party of such failure; *provided, however*, that if more than ten (10) business days is reasonably required to cure such failure, no Event of Default shall occur if such Party commences such cure within such ten (10)-business day period and thereafter diligently prosecutes such cure to completion, but not to exceed a total of ninety (90) days; or (c) such Party files a petition in bankruptcy, becomes insolvent, has taken against it in any court, pursuant to state or federal statute, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee and such petition is not dismissed within ninety (90) days, petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution. On any Event of Default under this Agreement, the non-defaulting Party may at any time, without waiving or limiting any other right or remedy available, in compliance with

applicable law: (y) perform in the defaulting Party's stead any obligation that the defaulting Party has failed to perform, and the non-defaulting Party shall be reimbursed within thirty (30) days after demand for any cost or expense incurred in connection therewith (including without limitation, attorneys' fees and costs), with interest thereon at the Default Rate from the date of such expenditure until payment in full, with interest; or (z) pursue any other right or remedy allowed by applicable law.

4. Right to Complete.

(a) Subject to force majeure (as defined below) and delay by QTS (including, without limitation, the failure of QTS to perform timely under Paragraphs 1.3, 1.4 or 1.6), if any of the following conditions (each, a "**Condition**") is not met within the period set forth:

(i) within six (6) months after the Effective Date, the engineering work for the Improvements shall have been completed;

(ii) within eight (8) months after the Effective Date, the GC shall have been selected and proposed to QTS;

(iii) within nine (9) months after the Effective Date, on-site construction of the Improvements shall have commenced; or

(iv) within eighteen (18) months after the Effective Date, the Improvements shall have been substantially completed,

then QTS may (but shall not be obligated to), on at least thirty (30) days' prior written notice (the "**Election Notice**") to Developer, which must be given, if at all, within thirty (30) days after the applicable unfulfilled Condition has not been met, elect to assume all obligations of Developer as the project manager under this Agreement and as the owner under the GC Contract on and after the effective date (the "**Assumption Date**") of such assumption; *provided, however*, that notwithstanding the foregoing, if Developer causes such unfulfilled Condition to be met within thirty (30) days (the "**Cure Period**") after Developer receives the Election Notice, then: such Condition shall nevertheless be deemed to have been met in a timely manner; QTS shall *not* be entitled to make such assumption election with respect to such unfulfilled Condition (but QTS shall nevertheless be entitled to make such election with respect to any subsequent unfulfilled Condition in accordance with this subparagraph (a)); and the period for fulfillment of each subsequent Condition, if any, shall be postponed for a period of sixty (60) days.

(b) If Developer fails to cause such unfulfilled Condition to be met within the Cure Period, then the Parties shall promptly memorialize such assumption by entering into (i) an amendment to that effect with respect to this Agreement (including, without limitation, the assumption by QTS of all outstanding obligations of Developer under Paragraphs 1 and 2, but with Developer's Pro-Rata Share and QTS's Pro-Rata Share remaining the same), and (ii) an assignment and assumption agreement to that effect with respect to the GC Contract. Such assumption agreements shall each contain mutual, cross indemnities between the Parties for the failure of the Parties to perform the obligations under the Agreement or the GC Contract, as applicable – by Developer in favor of QTS for the period prior to the Assumption Date, and by QTS in favor of Developer for the period on and after the Assumption Date.

(c) On and after the Assumption Date, (i) QTS shall, as soon as reasonably practicable, cause the Improvements to be completed in a good and workmanlike manner, free from material defects, and in accordance with the approved Improvement Plans, this Agreement as so amended, the GC Contract and all applicable laws, ordinance, rules and regulations, and (ii) Developer shall pay to QTS, as a penalty,

an additional ten percent (10%) of Developer's Pro-Rata Share of the Costs under Paragraph 2 that are due and payable on and after the Assumption Date.

5. General Provisions.

5.1. Attorneys' Fees. If either Party brings suit to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover from the other Party the prevailing Party's reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing Party is entitled.

5.2. Force Majeure. If either Party is delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of acts of God, riots, terrorism, war or a pandemic or other global health emergency affecting supply chains (any of the foregoing, "*force majeure*"), then performance of the action in question shall be excused for the period of delay and the period for the performance of such action shall be extended for a period equivalent to the period of such delay. The provisions of this Paragraph shall not, however, for any reason whatsoever, operate to excuse either Party from the prompt payment of any amount required to be paid by such Party under this Agreement. The Party claiming the benefit of any force majeure delay shall notify the other Party promptly following the occurrence of any event constituting a force majeure delay and minimize such delay to the extent reasonably practicable.

5.3. Notices. Any notice or demand to be given by either Party to the other Party shall be given in writing by: personal service, express mail, FedEx or any other similar form of courier or delivery service; mailing in the United States mail, postage prepaid, certified and return receipt requested; or delivery by email (provided that any notice sent by email must also be sent by another of the foregoing methods of delivery not later than the next business day following the email transmittal, unless affirmatively waived by the recipient of the emailed notice, such waiver sent by reply email), and addressed to such Party as set forth at the outset of this Agreement. Either Party may change the address at which such Party desires to receive notice on written notice of such change to the other Party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the Party to which the notice is directed; *provided, however*, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change that was not properly communicated shall not defeat or delay the giving of a notice.

5.4. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

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

5.6. Applicable Law; Jurisdiction; Construction. This 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 Agreement to Paragraphs are to Paragraphs in this Agreement. This Agreement 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 Agreement 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.

5.7. Integration of Other Agreements. This Agreement constitutes the entire agreement of the Parties, and supersedes all previous contracts, correspondence and documentation, relating to the subject matter of this Agreement.

5.8. Counterparts. This Agreement 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.

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

5.10. 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.

5.11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement 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 Agreement.

5.12. Authorization. Each Party represents and warrants that (a) such Party was duly formed and is validly existing and in good standing under the laws of the state of its formation, (b) such Party has the requisite power and authority under applicable law and its governing documents to execute, deliver and perform its obligations under this Agreement, (c) the individual executing this Agreement on behalf of such Party has full power and authority under such Party's governing documents to execute and deliver this Agreement in the name of, and on behalf of, such Party and to cause such Party to perform its obligations under this Agreement, (d) this Agreement has been duly authorized, executed and delivered by such Party, and (e) this Agreement is the legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with its terms.

5.13. Exhibits. Each exhibit referred to in, and attached to, this Agreement is an integral part of this Agreement and is incorporated in this Agreement by this reference.

[Remainder of this page left blank; signatures and acknowledgements on following pages]

THE PARTIES have executed this Agreement below, to be effective as of the Effective Date.

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

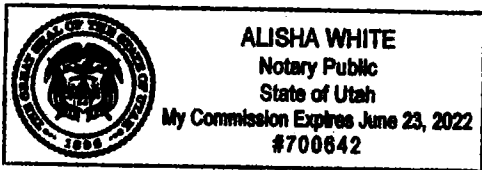
By *Paul W. Ritchie*
Paul W. Ritchie, Manager

ALLIED SOLUTIONS GROUP, INC.,
a Utah corporation

By *Joseph Hunt*
Joseph Hunt, President

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

The foregoing instrument was acknowledged before me this 11th day of May, 2022, by Paul W. Ritchie, Manager of The Ritchie Group, L.C., Manager of Eagle Mountain Data Center Campus, LLC.



Alisha White
Notary Public

My Commission Expires:

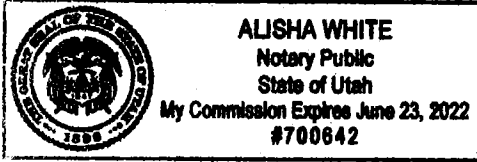
Residing at:

June 23, 2022

Salt Lake City, Utah

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

The foregoing instrument was acknowledged before me this 11th day of May, 2022, by Joseph Hunt, President of Allied Solutions Group, Inc., Manager of Eagle Mountain Data Center Campus, LLC.



Alisha White
Notary Public

My Commission Expires:

June 23, 2022

Residing at:

Salt Lake City, Utah

BUYER:

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

By *Chad L Williams*

Print or Type Name of Signatory:

Chad L Williams

Its CEO

State of Virginia)
County of London) ss.

The foregoing instrument was acknowledged before me this 12th day of May, 2022, by Chad Williams, the CEO of QTS Eagle Mountain I, LLC.

PAMELA FORBES COOKE
NOTARY PUBLIC
REG. #7845136
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEBRUARY 28, 2023

Pamela Forbes Cooke
Notary Public

My Commission Expires:

February 28, 2023

Residing at:

QTS 22271 Brodwick Dr, Sterling, VA
20164

EXHIBIT A

to

IMPROVEMENTS AGREEMENT

ROADS AND CERTAIN IMPROVEMENTS

(with all references to "NAC" on the map below to mean and refer to 'QTS')

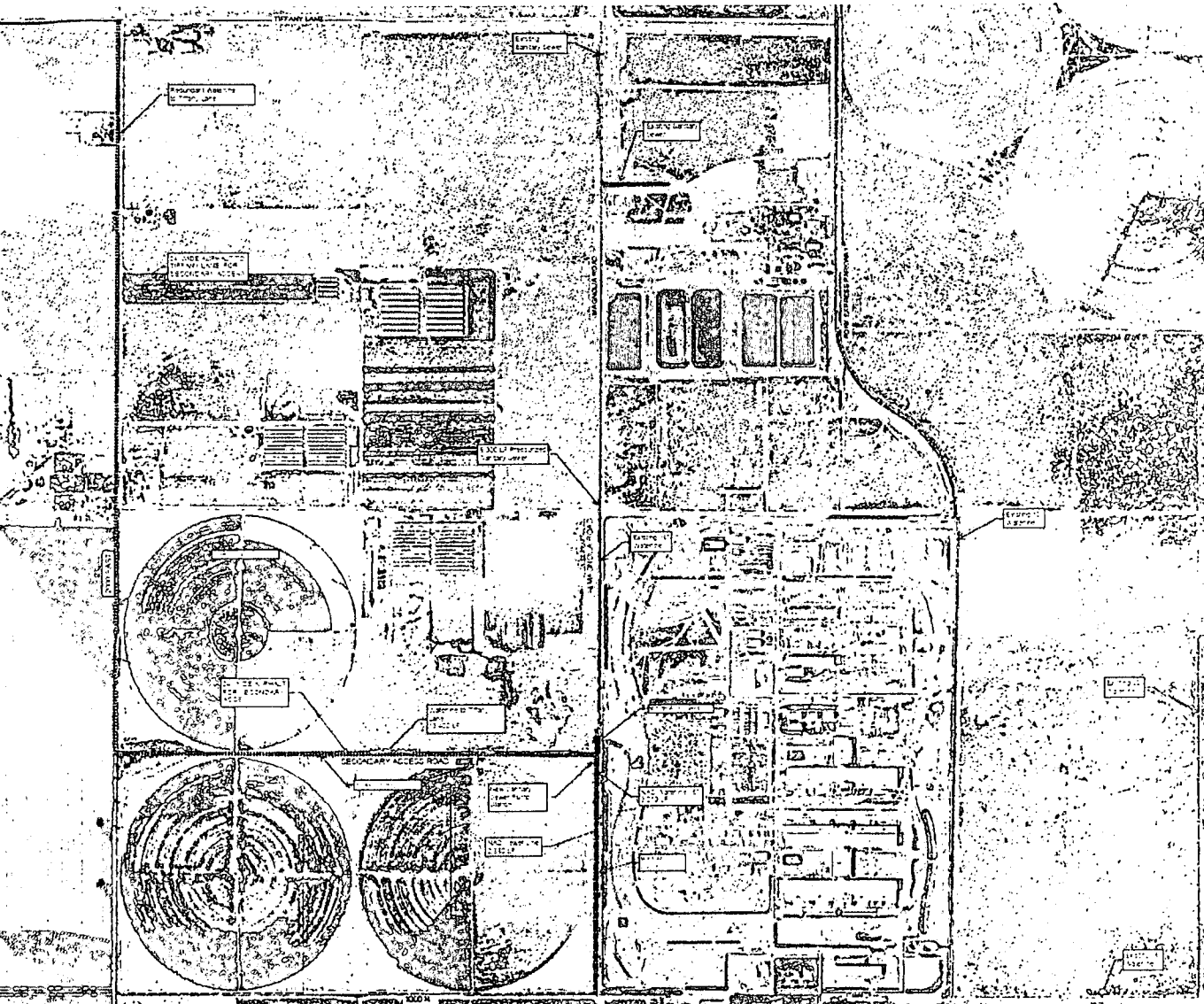


EXHIBIT B

to

IMPROVEMENTS AGREEMENT

**IMPROVEMENTS –
PRELIMINARY, ESTIMATED DESCRIPTIONS**

1			
2	Date Prepared: 04/12/2022		
3	Date of Plans: N/A		
4	Project: QTS - Eagle Mountain		KH Job Number: 093910000
5	Client: QTS Data Centers		Prepared By: Celeste Perrin
6			Checked By: Leslie Morton
7			
8	PAVEMENT ITEMS		
9	DESCRIPTION	QUANTITY	UNIT
10			
11	Off-site Subgrade Preparation (Light/Medium/Heavy Duty onsite paving)	7,600	S.Y.
12	Off-site Heavy Duty Pavement 24' W x 2850' L (Asphalt - 4" Surface, 8" Base)	7,600	S.Y.
13			
14			
15	SANITARY SEWER ITEMS		
16	DESCRIPTION	QUANTITY	UNIT
17			
18	8" Sanitary Sewer SDR-35	2,550	L.F.
19	8" Sanitary Sewer (Pressurized, Fused HDPE)	6,300	L.F.
20	Lift Station	1	EA.
21	Connect to Ex. Sanitary	1	EA.
22			
23			
24	WATER ITEMS		
25	DESCRIPTION	QUANTITY	UNIT
26			
27	16" PVC C-900 Water	3,010	L.F.
28	Fittings (All Sizes)	5	EA.
29	Bends (all sizes)	5	EA.
30	Hydrants (every 500')	7	EA.
31	Connect to Existing Water Line	1	EA.
32			
33			
34	ALTERNATE PAVEMENT ITEMS FOR SECONDARY ACCESS		
35	DESCRIPTION	QUANTITY	UNIT
36			
37	Off-site Subgrade Preparation (Light/Medium/Heavy Duty onsite paving)	35,740	S.Y.
38	Off-site Heavy Duty Pavement 24' W x 13,400' L (Asphalt - 4" Surface, 8" Base)	35,740	S.Y.
39			
40			
41	ALTERNATE WATER ITEMS FOR REDUNDANT SOURCE		
42	DESCRIPTION	QUANTITY	UNIT
43			
44	16" PVC C-900 Water	13,400	L.F.
45	Fittings (All Sizes)	20	EA.
46	Bends (all sizes)	20	EA.
47	Hydrants (every 500')	27	EA.
48	Connect to Existing Water Line	1	EA.
49			

EXHIBIT C

to

IMPROVEMENTS AGREEMENT

**IMPROVEMENTS –
PRELIMINARY, ESTIMATED COSTS**

(See attached)



STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

STAKER PARSON MATERIALS & CONSTRUCTION

89 West 13490 South, Ste 100
 Draper, UT 84020
 Phone (801) 871-6600 * Fax (801) 871-6601

To: Tom Stuart Construction	Contact: Roy Swalberg
Address: 360 N 700 West, Suite G North Salt Lake, UT 84054	Phone: 801-936-3446 Fax: 801-936-8633
Project Name: QTS - Eagle Mountain	Bid Number:
Project Location: 1000 N 1500 W, Eagle Mountain, UT	Bid Date: 5/4/2022

BUDGET PRICING ONLY

The benchmark diesel fuel (on-highway) price at the time of this bid is \$5.04/gal. This benchmark price for diesel fuel will be used to calculate any applicable fuel surcharge, per the terms listed in the contract below.

Bid Proposal Estimator: Matt Alter | 385.499.0300 | matt.alter@stakerparson.com

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pavement Items					
1	Off-site Subgrade Preparation (Light/Medium/Heavy Duty Onsite Paving)	7,600.00	SY	\$0.76	\$5,776.00
2	Off-site Heavy Duty Pavement 24' W x 2850' L (Asphalt - 4" Surface, 8" Base)	7,600.00	SY	\$32.00	\$243,200.00
Total Price for above Pavement Items Items:					\$248,976.00
Sanitary Sewer Items					
3	8" Sanitary Sewer SDR-35	2,550.00	LF	\$75.50	\$192,525.00
4	8" Sanitary Sewer (Pressurized, Fused HDPE)	6,300.00	LF	\$116.00	\$730,800.00
5	Lift Station ***Price Could Vary Greatly Depending On Size And Number Of Pumps	1.00	EACH	\$116,150.00	\$116,150.00
6	Connect To Ex. Sanitary	1.00	EACH	\$4,065.00	\$4,065.00
Total Price for above Sanitary Sewer Items Items:					\$1,043,540.00
Water Items					
7	16" PVC C-900 Water	3,010.00	LF	\$151.00	\$454,510.00
8	Fittings (All Sizes)	5.00	EACH	\$4,065.00	\$20,325.00
9	Bends (All Sizes)	5.00	EACH	\$3,195.00	\$15,975.00
10	Hydrants (every 500')	7.00	EACH	\$11,800.00	\$81,300.00
11	Connect To Existing Water Line (\$8,000 If In Includes A Hot Tap)	1.00	EACH	\$4,065.00	\$4,065.00
Total Price for above Water Items Items:					\$576,075.00
Total Bid Price:					\$1,868,591.00
Alternate Pavement Items For Secondary Access					
A1	Off-site Subgrade Preparation (Light/Medium/Heavy Duty Onsite Paving)	35,740.00	SY	\$0.60	\$21,444.00
A2	Off-site Heavy Duty Pavement 24' W x 13,400' L (Asphalt - 4" Surface, 8" Base)	35,740.00	SY	\$31.00	\$1,107,940.00
Total Price for above Alternate Pavement Items For Secondary Access Items:					\$1,129,384.00
Alternate Water Items For Redundant Source					
A3	16" PVC C-900 Water	13,400.00	LF	\$151.00	\$2,023,400.00
A4	Fittings (All Sizes)	20.00	EACH	\$4,065.00	\$81,300.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A5	Bends (all Sizes)	20.00	EACH	\$3,195.00	\$63,900.00
A6	Hydrants (every 500')	27.00	EACH	\$11,600.00	\$313,200.00
A7	Connect To Existing Water Line (\$8,000 If It Includes A Hot Tap)	1.00	EACH	\$4,065.00	\$4,065.00
Total Price for above Alternate Water Items For Redundant Source Items:					\$2,485,865.00

Notes:

- THIS BID IS FOR BUDGET PURPOSES ONLY.
- One mobilization included. Additional mobilizations to be charged at \$1,000.00 each.
- Subgrade is to be within + or - .1 of a foot, no material to be added or removed.
- Exclusions: Bonds, permits, licenses, fees, testing, survey, engineering, traffic control, flagging, sweeping, saw cutting, sinterant, striping, bollards, signage and prime coat.
- Price does not include any over excavation or material replacement due to soft subgrade.
- If inclement weather conditions exist, the work will only proceed upon your release of the guarantee on the project.
- *** BID AND WORK CONTRACT ***
- In consideration of the mutual promises set forth herein, Staker Paving and Construction Company, Inc., with principal offices located at 89 West 13490 South, Draper, Utah (hereinafter referred to as "Staker") and the undersigned, whose full name and address appear above, (hereinafter referred to as "Buyer") hereby agree as follows:
 1. **DESCRIPTION OF WORK:** Staker will furnish the described materials to the job site designated above and provide the described labor (the material and the labor collectively hereinafter referred to as "the work"): *To the extent the described work is detailed in Plans and Specifications, such must be provided to Staker before the contract is negotiated. Any changes to the original Plans and Specifications used to prepare this contract may necessitate a change in the contract price and Buyer hereby agrees to execute all necessary change orders outlining the changed work and prices as submitted by Staker.
 2. **CONTRACT PRICE:** To the extent that the above is specified as a unit or square foot price, it is agreed that the number of units or square feet indicated is an approximation. Staker shall be paid for the actual number of units or square feet completed as determined by field measurement, without retention regardless of the final completion date of the work. In the event that payment is not made to Staker as provided herein, Staker shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Staker shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 18% per annum (1 1/2.% per month) from the date payment is due until payment is received by Staker, whether before or after judgment.
 3. **TERMS OF PAYMENT:** Buyer shall pay Staker in full at Staker's office in Salt Lake within fifteen (15) days following the date of Staker's invoice, without retention regardless of the final completion date of the work. In the event that payment is not made to Staker as provided herein, Staker shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Staker shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 18% per annum (1 1/2.% per month) from the date payment is due until payment is received by Staker, whether before or after judgment.
 4. **CLAIMS OR DEFECTS:** Written notice of any alleged claim or defect must be given to Staker at its address shown above not later than five (5) days after the completion of the work under this contract by Staker. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Staker's sole and exclusive liability shall be to repair, replace or upon mutual agreement to credit Buyer's account for defective material. If repair or replacement is made, Staker shall have a reasonable time to make such repair or replacement.
 5. **IN NO EVENT SHALL STAKER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH HEREOF, INCLUDING BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF PROFITS OR USE.**
 6. **PROSECUTION OF WORK:** It is contemplated by the parties that the work specified in this contract shall be completed by this date: **REGULAR ASPHALT PAVING SEASON 2022**. At its option, Staker may decline to perform any part of the work which, through no fault of Staker, is to be completed beyond this date. In addition, Staker shall not be responsible for any delays in performing the work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond Staker's control, and to the extent reasonably possible, Staker shall complete the work at the next available opportunity. In the event Staker elects not to perform any further work beyond the above specified date pursuant to the terms provided herein, Staker shall be paid for all work performed prior to the said date and shall otherwise be fully relieved of all of its duties and responsibilities under the terms of this contract.
 7. **PROPERTY DAMAGE:** Buyer shall be responsible to direct Staker employees as to proper ingress and egress of the property. To the extent that such direction is followed or that no direction is given, Staker shall not be responsible for any damage to the property where the work is being performed, including damage to curbs, gutters and sidewalks.
 8. **MISCELLANEOUS PROVISIONS:**
 - A. No cost for bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sinterant, striping or prime coat are included in this contract unless specifically indicated in the description of work.
 - B. Buyer specifically represents and warrants that either Buyer is the owner of the Premises where the work is to be performed, or, in the alternative, Buyer has written authorization from the owner of the Premises authorizing the work to be performed on the said Premises.
 - C. Staker assumes no risk for non-disclosed or unforeseen conditions of the project site, including but not limited to, hazardous waste, soft subgrade or water table problems.
 - D. This contract is the entire agreement of the parties and no changes or additions to this contract shall be made except in writing signed by both parties.
 - E. This contract shall be construed in accordance with the laws of the State of Utah.
 - F. This contract shall be binding on the heirs, successors or assigns of the parties hereto.
 - G. **THIS CONTRACT IS NOT BINDING UNTIL APPROVED BY STAKER'S CREDIT DEPARTMENT.** Buyer agrees to furnish a completed Credit Application to Staker prior to or at the execution of this contract.

- **FUEL SURCHARGE:** Due to unstable energy prices, this contract is subject to a fuel surcharge per ton for all materials included in the contract. Buyer agrees, increases or decreases to fuel costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. For each \$0.15 per gallon increase/decrease/increment, to the listed bench mark price for diesel fuel, a per ton surcharge will be added to all contract required material as listed below:

AGGREGATES: \$0.13 per ton, for each \$0.15 increment
ASPHALT: \$0.32 per ton, for each \$0.15 increment.

The Bench Mark Price is based on the average retail price of No. 2 Diesel Fuel listed at http://tonk.ez.doe.gov/boq/info/workdy/printer_friendly_version.asp Rocky Mountain Region (PADD 4). This contract includes _____ tons of aggregates and _____ tons of asphalt.

- **THE PRICE OF ASPHALT AND FUEL IS BASED ON UDOT'S OIL INDEX ON THE DATE OF BID. AN INCREASE OF PRICING GREATER THAN 15% WILL TRIGGER ASPHALT AND FUEL ESCALATORS. IN THE EVENT OF THIS PRICE INCREASE, THE CUSTOMER WILL ASSUME ADDITIONAL ASPHALT AND FUEL COSTS AS PART OF THE CONTRACT.**