

WHEN RECORDED RETURN TO:

QTS Eagle Mountain I, LLC
Attn: Rita D'Agostino
12851 Foster Street
Overland Park, Kansas 66213

Tax Parcel No. 59-058-0001

MEMORANDUM OF
OPTION TO PURCHASE REAL PROPERTY

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

THIS MEMORANDUM (this "**Memorandum**") is entered into as of the 12th day of May, 2022, between **EAGLE MOUNTAIN DATA CENTER CAMPUS, LLC**, a Utah limited liability company ("**Seller**"), whose address is 1245 Brickyard Road, Suite 70, Salt Lake City, Utah 84106, and **QTS EAGLE MOUNTAIN I, LLC**, a Delaware limited liability company ("**Buyer**"), whose address is 12851 Foster Street, Overland Park, Kansas 66213. (Seller and Buyer are referred to in this Memorandum collectively as the "**Parties.**")

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

1. **Definition—Agreement.** As used in this Memorandum, "**Agreement**" means the Purchase and Sale and Option Agreement, dated December 14, 2021, entered into between the Parties, as it may be amended on or after the date of this Memorandum.

2. **Option to Purchase.** The Parties have entered into the Agreement, in which Seller grants to Buyer an option (the "**Option**") to purchase the real property (the "**Option Parcel**") located in Utah County, Utah, described as follows:

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.

Reference should be made to the Agreement for the full text of all provisions concerning the Option, which are incorporated in this Memorandum by this reference.

3. Option Expiration. If Buyer fails to exercise the Option by written notice given to Seller on or before April 12, 2023, or to consummate the closing of the Option Parcel on or before May 12, 2023, the Option shall automatically expire and be of no further force or effect. On the expiration or sooner termination of the Option, the Parties shall execute and record a termination of the Option and this Memorandum in form and substance reasonably satisfactory to the Parties; *provided, however,* that if Buyer fails or refuses to do so, Seller may, on its own, execute and record such termination, containing an affidavit from Seller of the expiration or sooner termination of the Option, and **thereafter neither the Agreement nor this Memorandum shall constitute an encumbrance on the Option Parcel or any other real property or need be shown as an exception to title in any title report, Commitment for Title Insurance or Policy of Title Insurance covering all or any portion of the Option Parcel or any other real property.**

4. General Provisions. In the event of any conflict between the provisions of the Agreement and the provisions of this Memorandum, the provisions of the Agreement shall control. This Memorandum shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah.

[Remainder of page intentionally left blank; signature pages follow]

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

SELLER:

EAGLE MOUNTAIN DATA CENTER CAMPUS, LLC, a Utah limited liability company,
by its Managers:

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

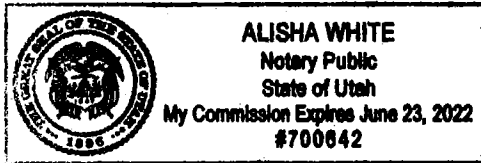
By *Paul W. Ritchie*
Paul W. Ritchie, Manager

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:

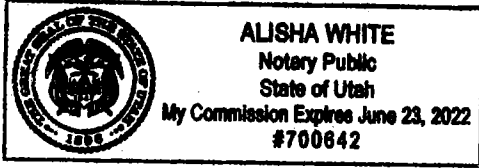
June 23, 2022

Residing at:

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 Loudoun) ss.

The foregoing instrument was acknowledged before me this 12 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

Pam Forbes Cooke
Notary Public

My Commission Expires:

February 28, 2023

Residing at:

QTS 22271 Brodenck Dr. Sterling, VA.
20194