

Ogden Commons, LLC  
1178 Legacy Crossing Blvd, Suite 100  
Centerville, Utah 84014



"W2788146"

E# 2788146 PG 1 OF 5  
Leann H. Kilts, WEBER COUNTY RECORDER  
13-Apr-16 0444 PM FEE \$20.00 DEP TT  
REC FOR: STEWART TITLE INSURANCE AGENCY OF  
ELECTRONICALLY RECORDED

**MEMORANDUM OF LEASE**

12-236-0003, 12-241-0001, 12-241-0002

This MEMORANDUM OF LEASE (this "Memorandum") dated for reference purposes only this 16th day of March, 2016, by and between OGDEN COMMONS, LLC, a Utah limited liability company ("Landlord"), and CUSTOM CELLULAR, INC., a Missouri corporation ("Tenant"), with regard to that certain Lease Agreement dated as of March 16, 2016, between Landlord and Tenant (the "Lease").

NOW, THEREFORE, it is hereby agreed as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth for those terms in the Lease.

2. Landlord is the fee owner of The Commons at Ogden, as more particularly described on Exhibit A attached hereto, together with improvements constructed thereon (the "Shopping Center"). The Premises leased to Tenant pursuant to the Lease consist of approximately 2,500 square feet and are located within the Shopping Center at approximately 185 West 12<sup>th</sup> Street, Ogden, Utah.

3. The initial Term of the Lease is approximately 120 months from the Commencement Date, and the Lease establishes that Tenant shall have 1 extension option of 60 months.

4. Tenant may use and occupy the Premises with unrestricted access for: (i) the sale of wireless communication products and services, local and long distance services and products, cable television products and services, satellite products and services, video entertainment products and services, Internet access products and services, mobile electronic devices and services, home or office automation and security products and services, and any other related products and services available now or in the future from Tenant, Cingular Wireless, LLC, and/or their respective parents, subsidiaries, or affiliated companies; (ii) the installation, repair, and servicing of such equipment and products; (iii) the incidental storage of equipment used in connection with such business; and/or (iv) any activities reasonably related to or arising in connection with the conduct of such permitted businesses.

5. So long as: (i) no Tenant Default has occurred and is continuing; (ii) Tenant is in leasehold possession of the Premises; and (iii) Tenant is not Dark (as defined in the Lease), Tenant shall have the exclusive right within the Shopping Center to provide, offer, service and/or sell the following goods and services to the public: communication products and services including, but not limited to wireless communications products and services; long and local distances products and services; cable television products and services; Internet access products and services; and any substitutes which are the technological evolution of the foregoing, excluding tenants of the Shopping Center with premises in excess of 7,500 square feet offering any of the foregoing products and/or services as an ancillary services or products

**COURTESY RECORDING**

This document is being recorded solely as a courtesy  
and an accommodation to the parties named herein.

Stewart Title hereby expressly  
disclaims any responsibility or liability for the accuracy  
or the content thereof.

6. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. The terms and conditions of the Lease, as may be amended, are incorporated herein as though set forth in full. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control. This Memorandum is not intended, and shall not be construed, to limit or modify the Lease.

7. This Memorandum may be signed in 2 or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document. Facsimile or electronically scanned copies shall be deemed originals.

[SIGNATURE PAGE TO FOLLOW]

**COUNTERPART SIGNATURE PAGE TO  
MEMORANDUM OF LEASE**

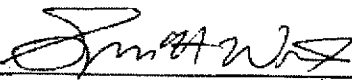
**IN WITNESS WHEREOF**, the parties have executed this Memorandum as of the day and year first set forth above.


**LANDLORD:**

**TENANT:**

OGDEN COMMONS, LLC

CUSTOM CELLULAR, INC.

By:   
Print Name: STEVEN H. WRIGHT  
Title: MANAGER

By:   
Rick Fessler, President

[NOTARY BLOCKS APPEAR ON NEXT PAGE]

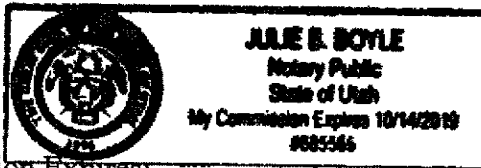
STATE OF Utah )  
 )  
COUNTY OF Davis )

SS.

On this 21 day of March in the year 2016, before me, Julie B. Boyle, a Notary Public in and for said state, personally appeared Spencer H. Wright of OGDEN COMMONS, LLC, a Utah limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

(seal)



Julie B. Boyle  
Notary Public

My Commission Expires:

10-14-2019

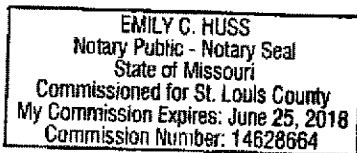
STATE OF Missouri )  
 )  
COUNTY OF St. Louis )

SS.

On this 29th day of December in the year 2015, before me, Emily C. Huss, a Notary Public in and for said state, personally appeared Rick Fessler of CUSTOM CELLULAR, INC., a Missouri corporation, known to me to be the person who executed the within instrument in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

(seal)



Emily C Huss  
Notary Public

My Commission Expires:

June 25, 2018

EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

LOTS 2, 3 AND 4 OF THE COMMONS AT OGDEN RETAIL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE WEBER COUNTRY RECORDER.