

RETURN RECORDED DOCUMENT TO:

W. Michael Black
Mitchell, Barlow & Mansfield, P.C.
Nine Exchange Place, Suite 600
Salt Lake City, Utah 84111

MEMORANDUM OF LICENSE AGREEMENT

THIS MEMORANDUM OF LICENSE AGREEMENT (the "Memorandum") is made and entered into as of this 7th day of March, 2024, by and between Heber Valley HD, LLC, a Utah limited liability company ("Heber Valley FD"), with an office located at 980 E 800 N #102, Orem, UT 84097, and FIRSTDIGITAL TELECOM, L.L.C., a Utah limited liability company, with an office located at 90 South 400 West, Suite M-100, Salt Lake City, Utah 84101.

Heber Valley FD and FirstDigital hereby acknowledge entering into that certain License Agreement dated on or about the date of this Memorandum (the "License Agreement"), pursuant to which Heber Valley FD has granted to FirstDigital a license to use FirstDigital's infrastructure improvements and utility easements, subject to the terms of the License Agreement, which affects that certain real property (the "Land") situated in the County of Wasatch, and State of Utah, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. Some of the general terms of the License Agreement are summarized below and the entirety of the License Agreement is incorporated into this Memorandum by this reference, and all of the terms thereof shall apply to and be binding upon Heber Valley FD and FirstDigital in connection with this Memorandum. All terms not defined in this Memorandum shall have the meaning set forth in the License Agreement.

1. License and Access. Heber Valley FD grants an exclusive license of the infrastructure improvements and easements created and/or owned by Heber Valley FD on, over, across and within the Land (the "Premises") to construct, test, operate, maintain, repair, replace, relocate and remove the state-of-the-art fiber-to-the premises network constructed by FirstDigital (the "System") together with the right of ingress and egress to and from the Premises.
2. Conduit and Space Accommodations. Heber Valley FD shall provide to FirstDigital (a) access to Heber Valley FD's conduit facilities; and (b) locations within the Premises reasonably necessary to place its fiber optic nodes and equipment for the implementation of the System.
3. Ownership of System. FirstDigital will retain ownership of and title to the System and all portions thereof installed by FirstDigital. FirstDigital's improvements, equipment and other items of the System will retain their character as personal property following their installation. In no event will the System or any portion thereof be deemed to be a fixture of the Premises. Without limiting the generality of the foregoing, none of the Heber Valley FD Parties shall have the right to create any

security interest in the System of any nature whatsoever, including, without limitation, subjecting the System to any mortgage, deed of trust or lien that encumbers the Community. FirstDigital shall have the right to grant a security interest in the System to one or more lenders.

To the extent that a conflict or inconsistency may exist between the terms and conditions of this Memorandum and the terms and conditions contained in the License Agreement, such terms and conditions contained in the License Agreement shall govern and control. This Memorandum is executed and recorded in furtherance of the License Agreement and does not modify or amend the License Agreement in any respect, the primary purpose hereof being to create record notice of the License Agreement and the existence of FirstDigital's rights thereunder. The rights and obligations of Heber Valley FD and FirstDigital shall be solely as set forth in the License Agreement. The License Agreement and this Memorandum shall be binding upon and inure to the benefit of the Heber Valley FD and FirstDigital and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

Heber Valley FD:

FIRSTDIGITAL:

Heber Valley FD, LLC,
a Utah limited liability company

FirstDigital Telecom, L.L.C.,
a Utah limited liability company

By:  _____

By:  _____

Name: Brian Bird

Name: Drew Peterson

Title: Manager

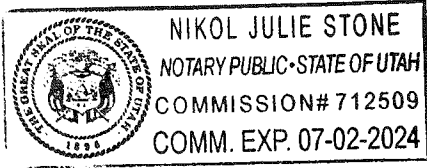
Title: CRD

STATE OF UTAH
Utah COUNTY

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The foregoing instrument before me this 7th day of March 2024, by Brian Bird, as the Manager of Heber Valley FD, LLC, a Utah limited liability company, on behalf of said company.

Witness my hand and official seal.



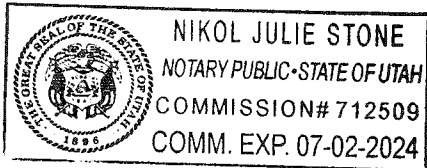
[Signature]
Notary Public, State of Utah
NIKOLSTONE
Printed Name of Notary

STATE OF UTAH
COUNTY OF UTAH

§
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§

The foregoing instrument before me this 7th day of March 2024, by Drew Peterson, as CRO for FirstDigital Telecom, L.L.C., a Utah limited liability company, on behalf of said company.

Witness my hand and official seal.



[Signature]
Notary Public, State of Utah
NIKOLSTONE
Printed Name of Notary

**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL 1:

UNITS 201 through 249, INCLUSIVE, SAWMILL SUBDIVISION, PHASE 2B, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 28, 2023 AS ENTRY NO. 539120 IN BOOK 1459 AT PAGE 1482 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

PARCEL 1A:

A RIGHT AND EASEMENT IN AND TO THE COMMON AREAS AND PRIVATE ALLEYS DESCRIBED, AND AS PROVIDED FOR, IN THE THIRD AMENDED AND RESTATED DECLARATION FOR SAWMILL SUBDIVISION AS RECORDED ON March 8, 2024, ENTRY NO. 542731, AND MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SAWMILL RECORDED AUGUST 22, 2019 AS ENTRY NO. 467136 IN BOOK 1262 AT PAGE 84 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND ON THE RECORDED PLAT OF SAWMILL SUBDIVISION PHASE 2B RECORDED NOVEMBER 28, 2023 AS ENTRY NO. 539120 IN BOOK 1459 AT PAGE 1482.

TOGETHER WITH AN UNDIVIDED INEREST IN THE COMMON AREAS AS DEPICTED ON THE PLAT.

Tax Parcel No. 00-0021-9067; 00-0021-9068, 00-0021-9069; 00-0021-9070; 00-0021-9071; 00-0021-9072; 00-0021-9073; 00-0021-9074; 00-0021-9075; 00-0021-9076; 00-0021-9077; 00-0021-9078; 00-0021-9079; 00-0021-9080; 00-0021-9081; 00-0021-9082; 00-0021-9083; 00-0021-9084; 00-0021-9085; 00-0021-9086; 00-0021-9087; 00-0021-9088; 00-0021-9089; 00-0021-9090; 00-0021-9091; 00-0021-9092; 00-0021-9093; 00-0021-9094; 00-0021-9095; 00-0021-9096; 00-0021-9097; 00-0021-9098; 00-0021-9099; 00-0021-9100; 00-0021-9101; 00-0021-9102; 00-0021-9103; 00-0021-9104; 00-0021-9105; 00-0021-9106; 00-0021-9107; 00-0021-9108; 00-0021-9109; 00-0021-9110; 00-0021-9111; 00-0021-9112; 00-0021-9113; 00-0021-9114; 00-0021-9115

PARCEL 2:

UNITS 501 through 561, INCLUSIVE, SAWMILL SUBDIVISION, PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 12, 2021 AS ENTRY NO. 500083 IN BOOK 1355 AT PAGE 62 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

PARCEL 2A:

A RIGHT AND EASEMENT IN AND TO THE COMMON AREAS AND PRIVATE ALLEYS DESCRIBED, AND AS PROVIDED FOR, IN THE THIRD AMENDED AND RESTATED DECLARATION FOR SAWMILL SUBDIVISION AS RECORDED ON March 8, 2024, ENTRY NO. 542731, AND MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SAWMILL RECORDED AUGUST 22, 2019 AS ENTRY NO. 467136 IN BOOK 1262 AT PAGE 84 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND ON THE RECORDED PLAT OF SAWMILL SUBDIVISION PHASE 2B RECORDED NOVEMBER 28, 2023 AS ENTRY NO. 539120 IN BOOK 1459 AT PAGE 1482.

TOGETHER WITH AN UNDIVIDED INEREST IN THE COMMON AREAS AS DEPICTED ON THE PLAT.

Tax Parcel No. 00-0021-6145; 00-0021-6146, 00-0021-6147; 00-0021-6148; 00-0021-6149; 00-0021-6150; 00-0021-6151; 00-0021-6152; 00-0021-6153; 00-0021-6154; 00-0021-6155; 00-0021-6156; 00-0021-6157; 00-0021-6158; 00-0021-6159; 00-0021-6160; 00-0021-6161; 00-0021-6162; 00-0021-6163; 00-0021-6164; 00-0021-6165; 00-0021-6166; 00-0021-6167; 00-0021-6168; 00-0021-6169; 00-0021-6170; 00-0021-6171; 00-0021-6172; 00-

0021-6173; 00-0021-6174; 00-0021-6175; 00-0021-6176; 00-0021-6177; 00-0021-6178; 00-0021-6179; 00-0021-6180; 00-0021-6181; 00-0021-6182; 00-0021-6183; 00-0021-6184; 00-0021-6185; 00-0021-6186; 00-0021-6187; 00-0021-6188; 00-0021-6189; 00-0021-6190; 00-0021-6191; 00-0021-6192; 00-0021-6193, 00-0021-6194; 00-0021-6195; 00-0021-6196; 00-0021-6197; 00-0021-6198; 00-0021-6199; 00-0021-6200; 00-0021-6201; 00-0021-6202; 00-0021-6203; 00-0021-6204; 00-0021-6205