

RETURN RECORDED DOCUMENT TO:

Barton L. Gertsch  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111-1537

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**MEMORANDUM OF LICENSE AGREEMENT**

THIS MEMORANDUM OF LICENSE AGREEMENT (the "Memorandum") is made and entered into as of this 31st day of March 2016, by and between UCCELLO, LLC, a Wyoming limited liability company ("UCCELLO"), with an office located at 525 E Michigan Ave Suite 117, Saline, MI 48176, and FIRSDIGITAL 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.

UCCELLO 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 UCCELLO has granted to FirstDigital a sub-easement and right-of-way which, subject to the terms of the License Agreement, affects that certain real property (the "Land") situated in the County of Utah, 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 UCCELLO 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. UCCELLO grants an exclusive license of the easements created and/or owned by UCCELLO 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 such Premises. The Premises, as they exist on the date of this Memorandum, are legally described on Exhibit "B" attached hereto and incorporated herein by this reference.
2. Conduit and Space Accommodations. UCCELLO shall provide to FirstDigital (a) access to UCCELLO'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 UCCELLO 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 UCCELLO 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 UCCELLO 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.


UCCELLO:

FIRSTDIGITAL:

**UCCELLO, LLC,**  
a ~~Utah~~ <sup>Wyoming</sup> limited liability company

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

By: 

By: 

Name: Brian Bird

Name: Wesley McDougal

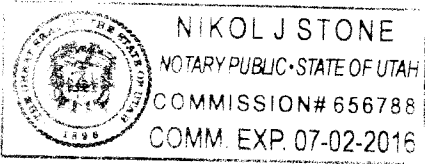
Title: Manager

Title: President

STATE OF UTAH §  
COUNTY OF SALT LAKE §

The foregoing instrument before me this 31st day of March 2016, by Brian Bird, as Manager for UCCELLO, LLC, a Wyoming limited liability company, on behalf of said company.

Witness my hand and official seal.

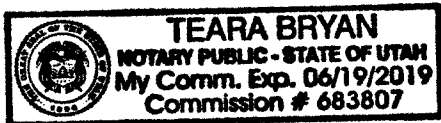


*Nikol Stone*  
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Notary Public, State of Utah  
Nikol Stone  
\_\_\_\_\_  
Printed Name of Notary

STATE OF UTAH §  
COUNTY OF SALT LAKE §

The foregoing instrument before me this 31<sup>st</sup> day of March 2016, by Wesley McDougal, as President for FirstDigital Telecom, L.L.C., a Utah limited liability company, on behalf of said company.

Witness my hand and official seal.



*Teara Bryan*  
\_\_\_\_\_  
Notary Public, State of UTAH  
TEARA BRYAN  
\_\_\_\_\_  
Printed Name of Notary

EXHIBIT "A"LEGAL DESCRIPTION OF THE LAND

LOT 2 OF GENEVA PARK EAST, PHASE TWO SUBDIVISION, MORE PARTICULARLY DESCRIBED AS:

Beginning at a point which is on the West Right of Way line of Mill Road said point also being South 00°03'08" East along the Section line 697.80 feet and West 1265.14 feet from the Northeast Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along said right of way the following three (3) calls: 1) S 34°02'40" E 278.00 feet; 2) along an arc 409.60 feet to the right, having a radius of 701.00 feet, the chord bears S 17°18'19" E 403.80 feet 3) thence S 0°33'57" E 179.99 feet; thence S 89°26'03" W 832.25 feet; thence N 30°04'07" W 929.11 feet; thence East 1020.20 feet to the POINT OF BEGINNING.

Area = 18.157 acres (790,924 sq. ft.)

Less and excepting:

Beginning at a point which is South 00°03'08" East along the Section line 1423.42 feet and West 1735.34 feet from the Northeast Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 30°04'07" West 54.15 feet; thence North 74°44'39" East 164.13 feet; thence South 0°33'57" East 88.75 feet; thence South 89°26'03" West 132.10 feet to the POINT OF BEGINNING.

The above described parcel contains 0.233 acres (10,158 sq. ft.)

BOUNDARY DESCRIPTION

**EXHIBIT "B"**

**DESCRIPTION OF THE PREMISES**

A non-exclusive perpetual blanket easement, to erect, construct, improve, reconstruct, relocate, repair, use and maintain communications and/or fiber optics lines and related facilities under, across and over the Land.