

Mail to: Wasatch Commercial Management  
299 So Main Street, Suite 2400  
Salt Lake City, UT. 84111

ENT 118540:2016 PG 1 of 5  
Jeffery Smith  
Utah County Recorder  
2016 Nov 23 11:28 AM FEE 18.00 BY SW  
RECORDED FOR North American Title - Salt L  
ELECTRONICALLY RECORDED

### MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum"), dated for reference purposes only as of the 2nd day of September, 2016, is by and between CORNERSTONE OREM, 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 September 2, 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 Orem Center Street, as more particularly described on Exhibit 1 attached hereto, together with improvements constructed thereon (the "Shopping Center"). The Premises leased to Tenant pursuant to the Lease consist of approximately 2,765 square feet and are located within the Shopping Center at 115 West Center Street, Suite B, Orem, Utah 84057.

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 any lawful use, including but not limited to: (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 Cingular Wireless, LLC, New Cingular Wireless, LLC, AT&T Mobility, LLC, AT&T Mobility II, LLC, Tenant, 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. 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. The provisions of this Section 5 shall run with the land, burdening the Shopping Center other than the Premises and benefitting the Premises and the successors and assigns 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(S) 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.

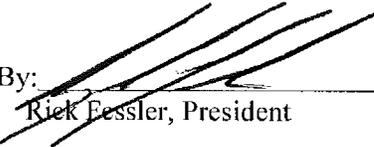
**LANDLORD:**

CORNERSTONE OREM, LLC

By:   
Printed Name: Ryan Peterson  
Title: Manager

**TENANT:**

CUSTOM CELLULAR, INC.

By:   
Printed Name: Riek Fessler, President

[NOTARY BLOCKS APPEAR ON NEXT PAGE]

STATE OF Utah )  
COUNTY OF Juvenile ) SS.

On this 9th day of September in the year 2016, before me, Christy Ginn, a Notary Public in and for said state, personally appeared Ryan Peterson, manager of Cornerstone Orem, 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)



Christy Moe Ginn  
Notary Public

My Commission Expires:

5/14/2019

STATE OF MO )  
COUNTY OF St. Louis ) SS.

On this 27 day of MAY in the year 2016, before me, Leslie Perlow, a Notary Public in and for said state, personally appeared Rick Fessler, President 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)



Leslie Perlow  
Notary Public

My Commission Expires:

2-10-19

**Exhibit A**

**Legal Description**

LOT 2, PLAT "B", OREM RETAIL CENTER, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND RECORDED ON June 19, 2015, AS MAP NO. 14653 AND AS ENTRY NO 54179:2015, IN THE OFFICE OF THE UTAH COUNTY RECORDER, STATE OF UTAH.

The Real Property Tax Identification Number Is: 48:181:0001

48:181:0001

**COURTESY RECORDING**

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

**North American Title, LLC hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.**