

RETURN RECORDED DOCUMENT TO:

Salem Communications, LLC
1983 North 1120 West
Provo, Utah 84064

MEMORANDUM OF LICENSE AGREEMENT

THIS MEMORANDUM OF LICENSE AGREEMENT (the “Memorandum”) is made and entered into as of July 31, 2023, by and between Salem Communications, LLC (“Salem Communications”), with an office located at 1983 North 1120 West Provo, Utah 84064, 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.

Salem Communications 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 Salem Communications 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 Utah County, 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 Salem Communications 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. Salem Communications grants an exclusive license of the infrastructure improvements and easements created and/or owned by Salem Communications 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. Salem Communications shall provide to FirstDigital (a) access to Salem Communications’ 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 Salem Communications 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.

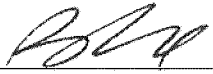
To the extent that a conflict or inconsistency may exist between the terms and conditions of this Memorandum and the terms and conditions contained in the License Agreement, such terms and conditions contained in the License Agreement shall govern and control. This Memorandum is executed and recorded 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 Salem Communications 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 Salem Communications 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.

AS COMMUNICATIONS:

Salem Communications, LLC,
a Utah limited liability company

By: 

Name: Brian Bird

Title: President

FIRSTDIGITAL:

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

By: 

Name: Drew Peterson

Title: CEO

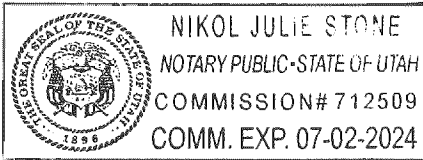
STATE OF UTAH

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UTAH COUNTY

The foregoing instrument before me this 31 day of July, 2023, by Brian Bird, as the Manager of Salem Communications, LLC, a Utah limited liability company, on behalf of said company.

Witness my hand and official seal.

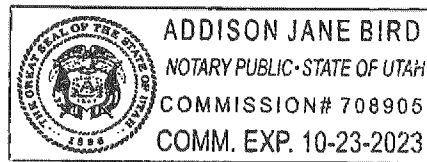


[Signature]
Notary Public, State of _____
NIKOL STONE
Printed Name of Notary

STATE OF UTAH

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UTAH COUNTY



The foregoing instrument before me this 31 day of July ____, 2023, 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
Addison Bird
Printed Name of Notary

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

The real property located in Utah County and more specifically described as follows:

Parcel 1

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF ARROWHEAD TRAIL ROAD, SAID POINT BEING NORTH 01°17'04" WEST. ALONG THE SECTION LINE, 1223.30 FEET FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID RIGHT OF WAY LINE AND A FENCE THE FOLLOWING SEVEN (7) COURSES, 1) SOUTH 55°47'56" WEST 475.36 FEET; 2) SOUTH 55°50'40" WEST 520.88 FEET; 3) SOUTH 55°45'55" WEST 1150.12 FEET; 4) SOUTH 55°41'16" WEST 1158.76 FEET; 5) SOUTH 43°30'28" WEST 577.35 FEET; 6) SOUTH 43°10'20" WEST 1019.42 FEET; 7) SOUTH 42°48'50" WEST 86.97 FEET; THENCE NORTH 46°18'46" WEST 201.24 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC 44.17 FEET TO THE RIGHT, HAVING A RADIUS OF 383.00 FEET, THE CHORD BEARS N 43°00'23" W 44.15 FEET; TO THE EASTERLY RIGHT OF WAY LINE OF 1750 WEST STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 06°58'55" WEST 903.21 FEET; THENCE NORTH 83°26'39" EAST 192.67 FEET, THENCE NORTH 06°33'57" WEST 584.87 FEET, NORTH 06°34'50" WEST 752.84 FEET, THENCE NORTH 89°47'59" EAST ALONG FENCE 1211.19 FEET; THENCE NORTH 00°23'54" WEST ALONG FENCE 2027.56 FEET TO THE SOUTH RIGHT OF WAY LINE OF 8400 SOUTH STREET; THENCE NORTH 89°41'45" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 841.10 FEET; THENCE NORTH 00°06'15" WEST 25.68 FEET; THENCE NORTH 89°36'44" EAST 2063.71 FEET; THENCE NORTH 89°23'45" EAST 594.00 FEET; THENCE SOUTH 00°36'15" EAST 49.50 FEET; THENCE NORTH 89°23'45" EAST 660.00 FEET; THENCE NORTH 00°36'15" WEST 49.50 FEET; THENCE NORTH 89°23'45" EAST 594.00 FEET; THENCE SOUTH 33°21'44" EAST 65.66 FEET TO A FENCE CORNER; THENCE SOUTH 23°22'43" EAST ALONG SAID FENCE 97.49 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID ARROWHEAD TRAIL ROAD AND FENCE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: 1) SOUTH 55°52'23" WEST 1251.30 FEET; 2) SOUTH 55°46'25" WEST 1034.42 FEET TO THE EAST LINE OF SAID SECTION 34 AND THE POINT OF BEGINNING. CONTAINS 245.967 ACRES. MORE OR LESS

Less and excepting the follow parcel Deeded to Utah County, Entry Number 128228 recorded December 29, 2022 in the office of the Utah County Recorder

A parcel of land in fee for a roadway project, being part of an entire tract of property, situate in the Northwest Quarter of the Southwest Quarter of Section 35, Township 8 South, Range 2 East, Salt Lake Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point on the north line of said entire tract, which point being 724.452 feet North 89°50'28" East along the south section line and 2588.36 feet North 00°09'32" West from the Southwest corner of said Section 35 and running thence along said north line of entire tract North 89°23'45" East 193.55 feet to a point on a 1472.00 foot radius curve to the right; thence along the arc of said curve 557.68 feet, chord bears South 35°07'09" East 554.36 feet; thence South 74°19'08" East 41.91 feet; thence North 55°55'09" East 127.39 feet; thence North 60°52'20" East 220.94 feet to a point on the north right of way line of Arrowhead Trail Road; thence along said north right of way line South 55°53'14" West 574.52 feet; thence North 16°30'56" East 87.47 feet to a point on a 1341.00 foot radius curve to the left; thence along the arc of said curve 589.27 feet, chord bears North 36°03'52" West 584.54 feet; thence North 48°39'11" West 75.11 feet to the point of beginning.

Parcel 2

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH 89°47'27" WEST ALONG THE SECTION LINE, 92.63 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 34 AND RUNNING THENCE SOUTH 89°47'27" WEST, ALONG THE SECTION LINE, 1395.50 FEET: THENCE NORTH 00°46'35" EAST

167.98 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF ARROWHEAD TRAIL ROAD; THENCE NORTH 55°35'11"EAST, ALONG SAID RIGHT OF WAY LINE, 1278.01 FEET; THENCE NORTH 55°51'52"EAST, ALONG SAID RIGHT OF WAY, 397.62 FEET; THENCE SOUTH 00°38'23" EAST 590.63 FEET; THENCE SOUTH 00°25'33" EAST 517.25 FEET TO THE SOUTH LINE OF SAID SECTION 34 AND THE POINT OF BEGINNING.

CONTAINS 20.446 ACRES, MORE OR LESS