

RETURN RECORDED DOCUMENT TO:

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

**MEMORANDUM OF TELECOMMUNICATIONS
MANAGEMENT SERVICES AGREEMENT**

THIS MEMORANDUM OF TELECOMMUNICATIONS MANAGEMENT SERVICES AGREEMENT (the "Memorandum") is made and entered into as of this 7th day of March 2024, by and between SAWMILL SUBDIVISION OWNERS ASSOCIATION, INC, Inc. a Utah nonprofit corporation (the "Association"), 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.

The Association provides amenities and other services to the individual units located within Sawmill phase 2B and phase 5 (the "Development"), an townhome development in Heber, Utah that is anticipated to have with these phases approximately 49 units in phase 2B, and 61 units in phase 5. The Development is located on 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.

The Association and FirstDigital hereby acknowledge entering into that certain Telecommunications Management Services Agreement dated on or about the date of this Memorandum (the "Agreement"), pursuant to which the Association has granted to FirstDigital certain rights which, subject to the terms of the Agreement, affect the Development and the Land. Some of the general terms of the Agreement are summarized below and the entirety of the Agreement is incorporated into this Memorandum by this reference, and all of the terms thereof shall apply to and be binding upon the Association and FirstDigital in connection with this Memorandum. All terms not defined in this Memorandum shall have the meaning set forth in the Agreement.

1. Conduit and Space Accommodations. The Association shall provide FirstDigital access to sufficient and suitable building space located in the telecommunications closets within the Development to provide cable television, Internet and telephone services (as more particularly described in the Agreement, the "Services"), as such space shall be reasonably designated to FirstDigital by the Association. The Association shall also provide, to the extent not already obtained by FirstDigital from Heber Valley FD, LLC, a Utah limited liability company, access to available building and riser conduit and rooftop space for FirstDigital to install cable in, across and through such risers and conduit, in a designed configuration approved by the

Association, which approval shall not be unreasonably withheld, conditioned, and delayed.

2. Management. The Association grants to FirstDigital the sole and exclusive right to manage the activation, provisioning, and maintenance of the Services in the Development on behalf of the Association.
3. Ownership of System. FirstDigital will retain ownership of and title to the fiber optic cable, copper cable and related telecommunications equipment (the "Communications Facilities") and all portions thereof installed by FirstDigital. The Communications Facilities will retain their character as personal property following their installation. In no event will the Communication Facilities be deemed to be a fixture of the Development. Without limiting the generality of the foregoing, the Association shall not have the right to create any security interest in the Communication Facilities of any nature whatsoever, including, without limitation, subjecting the Communication Facilities to any mortgage, deed of trust or lien that encumbers the Development. FirstDigital shall have the right to grant a security interest in the Communication Facilities to one or more lenders.

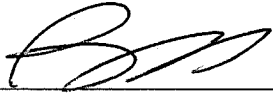
To the extent that a conflict or inconsistency may exist between the terms and conditions of this Memorandum and the terms and conditions contained in the Agreement, such terms and conditions contained in the Agreement shall govern and control. This Memorandum is executed and recorded in furtherance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

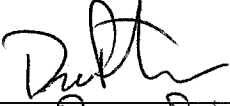
ASSOCIATION:

SAWMILL SUBDIVISION
~~CONDOMINIUMS OWNERS ASSOCIATION,~~
Inc., a Utah nonprofit corporation

By: 
Name: Brian Bird
Its: President

FIRSTDIGITAL:

FirstDigital Telecom, LLC,
a Utah limited liability company

By: 
Name: Drew Peterson
Its: CEO

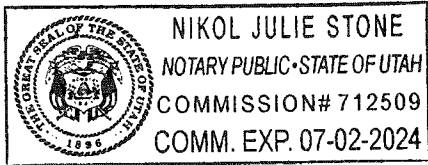
STATE OF UTAH

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COUNTY OF UTAH

The foregoing instrument before me this 7th day of March 2024, by Brian Bird, as President for **SAWMILL SUBDIVISION OWNERS ASSOCIATION**, Inc., a Utah nonprofit corporation, on behalf of said corporation.

Witness my hand and official seal.



Nikol Julie Stone
Notary Public, State of Utah
NIKOL STONE
Printed Name of Notary

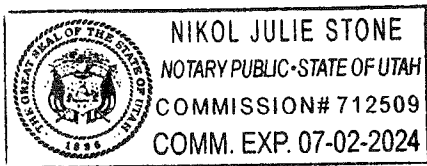
STATE OF UTAH

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COUNTY OF UTAH

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.



Nikol Julie Stone
Notary Public, State of Utah
NIKOL STONE
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