



W2972733

UPON RECORDATION RETURN TO:

Ogden Commons, LLC
1178 W. Legacy Crossing Blvd. #100
Centerville, Utah 84014
01459-41404
12-274-0001 and 12-274-0002

E# 2972733 PG 1 OF 9
Leann H. Kilts, WEBER COUNTY RECORDER
02-Apr-19 11:22 AM FEE \$27.00 DEP TN
REC FOR: STEWART TITLE INSURANCE AGENCY OF
ELECTRONICALLY RECORDED

ASSIGNMENT OF SIGNAGE RIGHTS
(Ogden Commons Shopping Center)

THIS ASSIGNMENT OF SIGNAGE RIGHTS (this "**Declaration**"), is made as of the 28 day of March 2019 ("**Effective Date**"), by OGDEN COMMONS, LLC, a Utah limited liability company ("**Ogden Commons**") and TNSI, LLC, a California limited liability company ("**TNSI**"). Ogden Commons and TNSI are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, Ogden Commons has certain signage and other rights pursuant to that certain Declaration of Easements and Conditions recorded on September 23, 2009 as Instrument No. 2436058; as amended by that certain First Amendment to Declaration of Easements and Conditions dated June 9, 2010, and recorded on June 10, 2010 as Instrument No. 2476752; as amended by that certain Second Amendment to Declaration of Easements and Conditions dated June 22, 2016 as Instrument No. 2800341; and as amended by that certain Third Amendment to Declaration of Easements and Conditions dated Feb. 14, 2017, and recorded on Feb. 16, 2017 as Instrument No. 2842962, all in the Official Records of Weber County, Utah (the "**Declaration**"). The real property subject to the Declaration is located in Ogden City, Weber County, Utah and is more particularly described therein (the "**Shopping Center**").

WHEREAS, Ogden Commons is also the current owner of a portion of the Shopping Center consisting of the following two legal parcels of real property: (1) the inline retail property consisting of the Petsmart and Ross Dress for Less, as more specifically described on Exhibit A hereto (the "**Inline Parcel**"); and (2) the retail outparcels, as more specifically described on Exhibit B hereto (the "**Retail Parcel**").

WHEREAS, immediately following the recording of this Assignment, Ogden Commons shall transfer to TNSI the Inline Parcel.

WHEREAS, in connection with the transfer of the Inline Parcel to TNSI: (1) Ogden Commons desires to assign and grant to TNSI: (a) the right to exclusively use two (2) panels on the Shopping Center Pylon Signs at the locations shown on Exhibit C hereto (the "**Inline Panels**"); and (b) the rights of ownership of the Inline Parcel under the Declaration; and (2) TNSI desires to accept such assignment and to assume the obligations of the owner of the Inline Parcel under the Declaration.

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants, terms, conditions and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Assignment, the Parties hereby agree as follows:

1. Definitions. All capitalized terms not otherwise expressly defined herein shall have the meanings given such terms in the Declaration.

2. Grant of Pylon Sign Rights. Ogden Commons hereby grants to TNSI, the exclusive right to use and maintain, for the purpose of advertising business(es) occupying the Inline Parcel, the Inline Pylon Panels, consistent with and governed by all provisions of the Declaration relating thereto. At any time that the business name of an occupant of the Inline Parcel is not displayed on either or both panels, the owner of the Inline Parcel shall install and maintain a blank panel at such position(s).

3. Assignment of Declaration. Ogden Commons hereby assigns, transfers, delegates and conveys to TNSI all of its rights, titles and interests, in and to the Declaration with respect to the Inline Property. TNSI hereby agrees to assume all of Ogden Common's obligations under the Declaration with respect to the Inline Property, and to faithfully perform all of the covenants, stipulations and agreements contained therein.

4. Notices. Any notice, demand, request, consent, approval, or communication that any Party to this Assignment desires or is required to give to the other Parties shall be in writing and shall be served either personally, by overnight courier, or sent by first class mail, postage prepaid, addressed as follows (or to such other address as a Party may designate):

To Ogden Commons: Ogden Commons, LLC
1178 Legacy Crossing Blvd., Suite 100
Centerville, Utah 84014
Attention: Spencer H. Wright
Email: spencer@wrightdevelopmentgroup.net

To TNSI: TNSI, LLC
3120 Hacienda Dr
Pebble Beach, CA 93953
Attention: Tong P. Kim
Email: tongpyongkim@gmail.com

5. Miscellaneous.

(a) Partial Invalidity. If any provision of this Assignment, or the application of this Assignment, or the application of this Assignment to any Person or circumstance is found to be invalid, the remainder of the provisions of this Assignment, and the application of such provisions to Persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

(b) Titles. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect. References in this Assignment to a Section shall be deemed to be a reference to the corresponding Section of this Assignment unless the context refers to another agreement, instrument or document.

(c) Construction. Each of the Parties acknowledges that it has reviewed and revised this Assignment with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Assignment.

(d) Governing Law. This Assignment will be interpreted and construed in accordance with applicable Utah law.

(e) Entire Agreement. This Assignment sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

(f) Bining on Successors and Assigns. The provisions of this Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns and shall run with the land.

6. Reserved Rights to Ogden Commons. Ogden Commons retains all rights and obligations under the Declaration with respect to the Retail Parcel and all other portion of the Shopping Center owned by Ogden Commons now or in the future.

[Intentionally Blank – Signature Pages to Follow]

IN WITNESS WHEREOF, Ogden Commons and TNSI execute this Assignment as of the Effective Date.

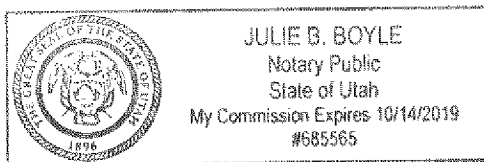
OGDEN COMMONS:

OGDEN COMMONS, LLC,
a Utah limited liability company

By: [Signature]
Print Name: Spencer H. Wright
Title: Manager

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 1st ^{April} day of March 2019 by Spencer H. Wright, the Manager of OGDEN COMMONS, LLC, a Utah limited liability company.



[Signature]
Notary Public
Residing at: Davis County Utah

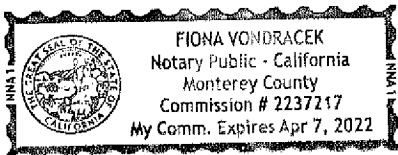
TNSI:

TNSI, LLC,
a California limited liability company

By: [Signature]
Name: TONG KIM
Title: manager

State of California
County of Monterey

On this 28 day of March 2019, personally appeared before me, the undersigned Notary Public, personally appeared Tong Pyong Kim, Manager of TNSI, LLC, a California limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



[Signature]
CA
Notary Public
My commission expires: 04/07/2022

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 01459-41404

Lot 1, THE COMMONS AT OGDEN - SECOND AMENDMENT, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.

Tax ID Number: 12-274-0001

EXHIBIT "B"
LEGAL DESCRIPTION

File No.: 01459-41404

Lot 2, THE COMMONS AT OGDEN - SECOND AMENDMENT, according to the Official Plat thereof as recorded in the Office of the Weber County Recorder, State of Utah.

Tax ID Number: 12-274-000 Z

Exhibit "C"

Location of Pylon Signs

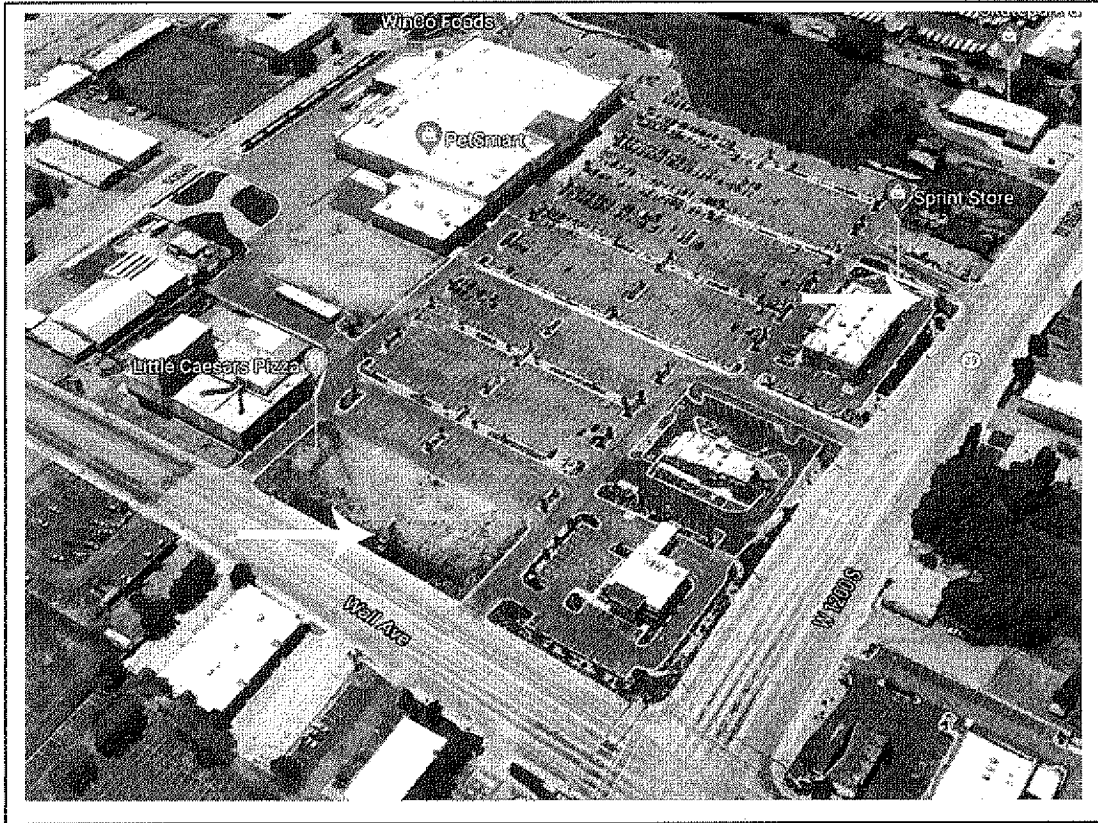


EXHIBIT "C"

Pylon Sing #1 – on 12th St



Pylon Sing #2 – Wall Ave

