



E# 2974217 PG 1 OF 13
 Leann H. Kilts, WEBER COUNTY RECORDER
 10-Apr-19 0449 PM FEE \$35.00 DEP TN
 REC FOR: STEWART TITLE INSURANCE AGENCY OF
 ELECTRONICALLY RECORDED

This document is being
 re-recorded to correct
 the lot numbers in the legal description
UPON RECORDATION RETURN TO:



E# 2972733 PG 1 OF 9
 Leann H. Kilts, WEBER COUNTY RECORDER
 02-Apr-19 1122 AM FEE \$27.00 DEP TN
 REC FOR: STEWART TITLE INSURANCE AGENCY OF
 ELECTRONICALLY RECORDED

Ogden Commons, LLC
1178 W. Legacy Crossing Blvd. #100
Centerville, Utah 84014

01459-41404

12-224-0001 and 12-224-0002

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.

This document is being re-recorded to correct the lot number in the legal description

UPON RECORDATION RETURN TO:

Ogden Commons, LLC
 1178 W. Legacy Crossing Blvd. #100
 Centerville, Utah 84014
 01459-41404
 12-224-0001 and 12-224-0002

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record.
 Document submitted by Stewart Title

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) Binding 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]

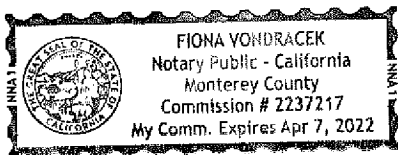
TNSI:

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

5
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

6

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: 12-274-0002.

Exhibit "C"

Location of Pylon Signs

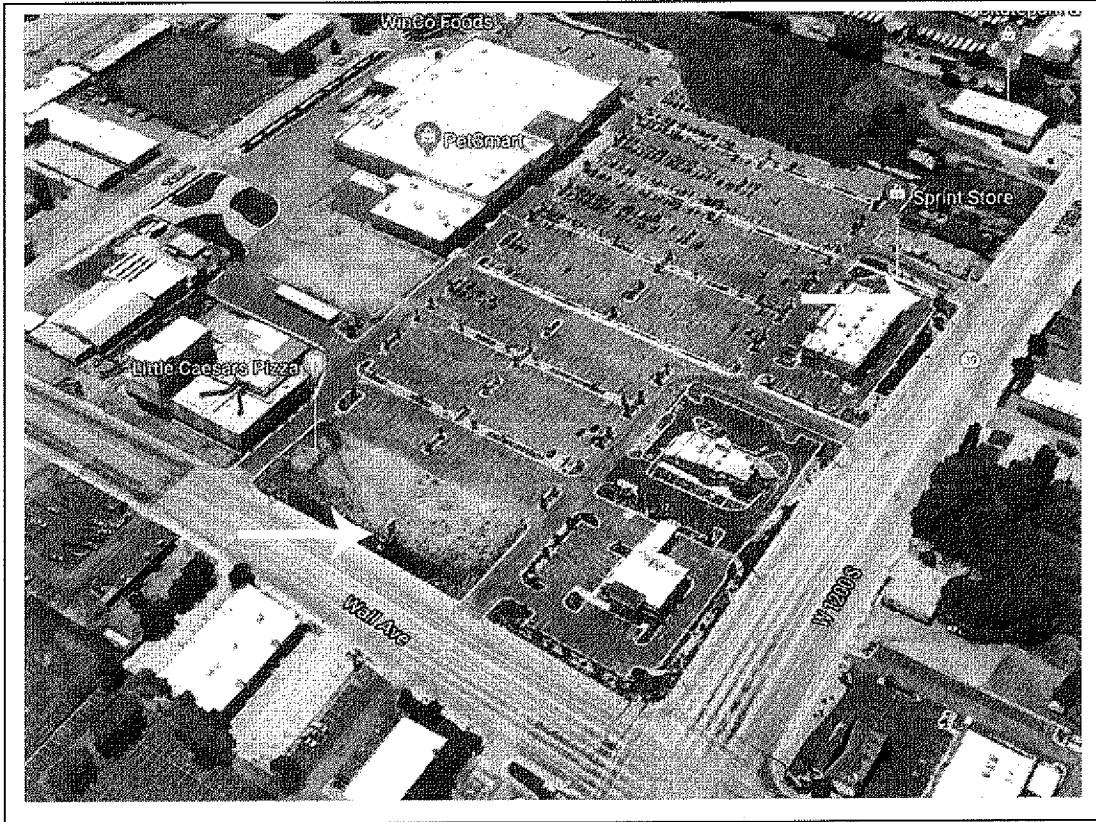
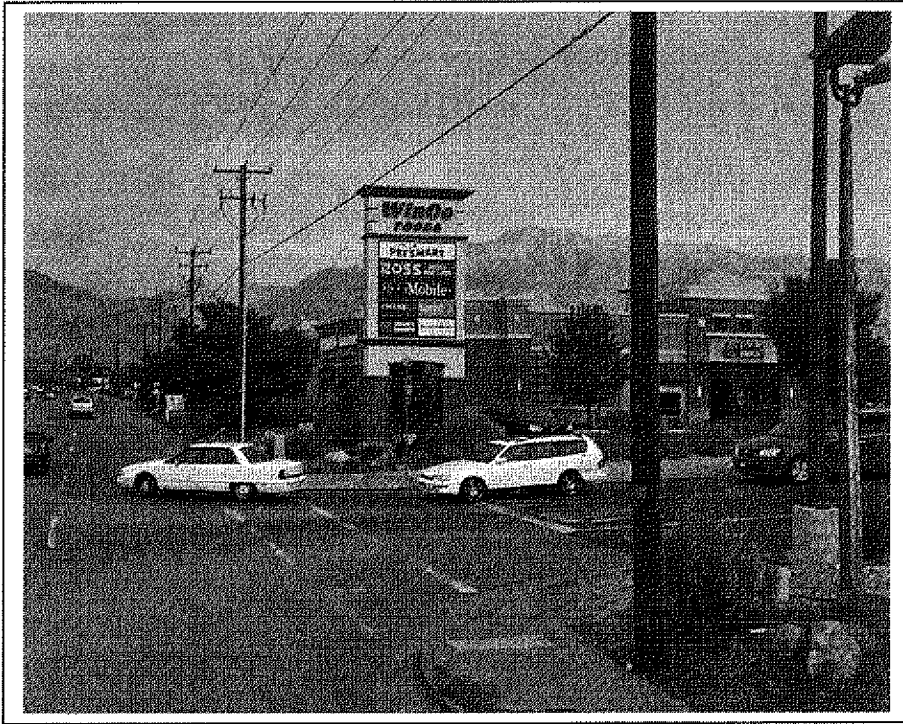
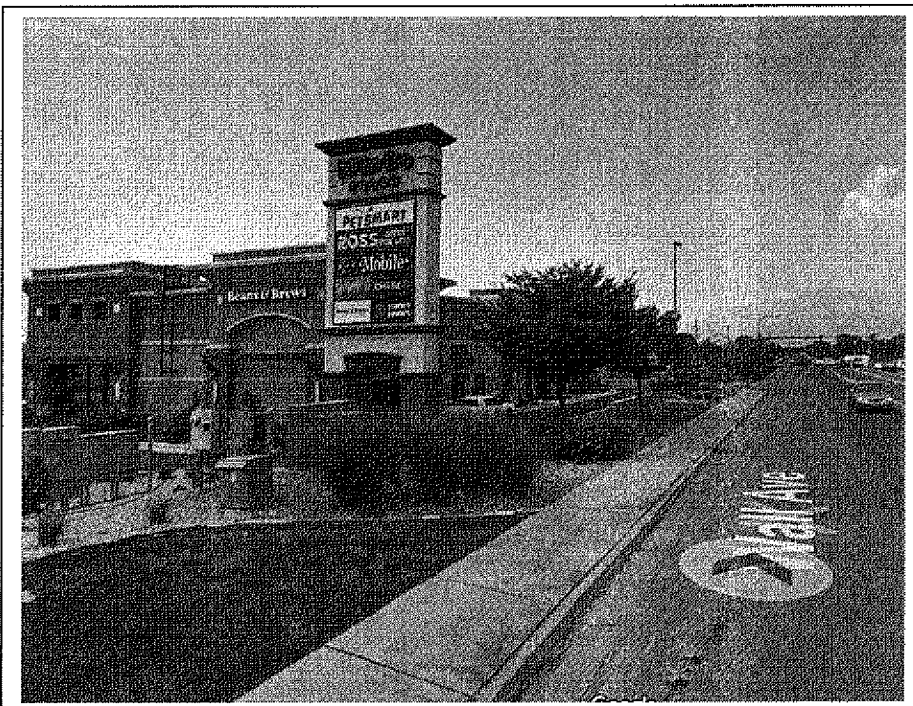


EXHIBIT "C"

Pylon Sing #1 – on 12th St



Pylon Sing #2 – Wall Ave



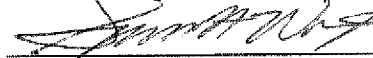
**Re-Recording
Signature/Notary Attachment**

File No.: 01459-41404


This Assignment of Signage Rights is being re-recorded to correct the Lot numbers showing in the legal description.

SELLER(S):

OGDEN COMMONS LLC,
a Utah limited liability company



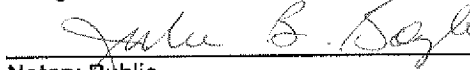
Spencer H. Wright
Manager



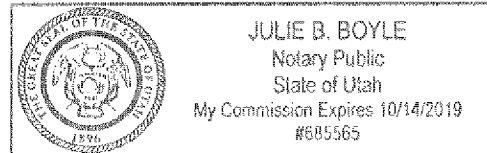
Gary M. Wright
Manager

State of Utah
County of Davis

The foregoing instrument was acknowledged before me this 9th day of April, 2019 by Spencer H. Wright and Gary M. Wright, Managers of Millcreek Partners LLC, the Manager of Ogden Commons, LLC, a Utah limited liability company.



Notary Public
My commission expires: 10-14-2019



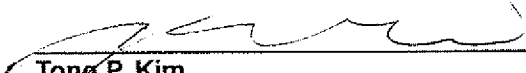
**Re-Recording
Signature/Notary Attachment**

File No.: 01459-41404

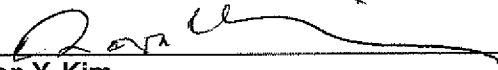
This Assignment of Signage Rights is being re-recorded to correct the Lot numbers showing in the legal description.

PURCHASER(S)/BORROWER(S):

TNSI, LLC.
a California limited liability company



Tong P. Kim
Manager



Soon Y. Kim
Manager

State of See attached
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Tong P. Kim and Soon Y. Kim who are the Manager and Manager of TNSI, LLC.

Notary Public
My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

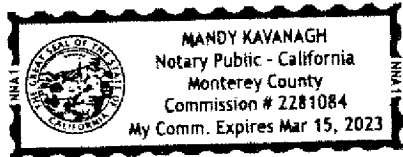
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Monterey }

On April 4, 2019 before me, Mandy Kavanagh Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tong Pyong Kim
Soon Yi Kim
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Divide Lending Title
Document Date: 4/4/19 Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other:
Signer is Representing: