

Record and return to:

MNG Highland Development, LLC
Attn: Daron Young
415 Cedros Avenue, Suite #240
Solana Beach, CA 92075

Tax Serial Numbers: 67:155:0013

**ASSIGNMENT AND ASSUMPTION OF CONTRACT; CONSENT TO TRANSFER AND
RELEASE OF ASSIGNOR; WAIVER AND TERMINATION OF ROFR; AND NEW
ROFR**

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT; CONSENT TO TRANSFER AND RELEASE OF ASSIGNOR; WAIVER AND TERMINATION OF ROFR; AND NEW ROFR (“**Agreement**”) is made this 13th day of February 2025 (“**Effective Date**”), by and among MNG Highland Development, LLC, a California limited liability company (“**Developer**”); SBP Holdings Reverse, LLC, a Utah limited liability company (“**Assignor**”); Safe Streets USA LLC, a Delaware limited liability company (“**Safe Streets**”), and CZK Investco LLC, a Utah limited liability company (“**Assignee**”).

RECITALS:

WHEREAS, Developer is the owner of land described in Exhibit “A” attached hereto (the “**Developer Tract**”).

WHEREAS, Assignor is the owner of that certain tract of land described in Exhibit “B” attached hereto (“**SBP/CZK Tract**”) and Assignor desires to transfer the SBP/CZK Tract to Safe Streets, who will transfer the SBP/CZK Tract to Assignee.

WHEREAS, Assignor and Developer entered into that certain Amended and Restated Site Development Agreement dated March 23, 2023 (the “**Contract**”), wherein Assignor agreed to reimburse Developer for certain shared project costs, among other obligations, all as more particularly set forth in the Contract.

WHEREAS, Assignee desires to assume the Contract and Assignor desires to assign to Assignee all of Assignor’s rights, title, obligations, and interest in and to the Contract.

WHEREAS, Developer and Assignor entered into that certain Real Estate Purchase Agreement, dated February 1, 2021 (the “**PSA**”) whereby Assignor granted Developer a right of first refusal (the “**Original ROFR**”) as further memorialized by the recording of that certain Notice of Interest recorded in the official records of Utah County, Utah on February 9, 2024 as entry number 8226:2024 (the “**Notice of Interest**”) to purchase the SBP/CZK Tract.

WHEREAS, as a condition to Developer consenting to the transfer of the SBP/CZK Tract, assignment of the Contract, and the waiver of the Original ROFR, the parties have agreed that Assignee shall assume any and all of Assignor's obligations under the Contract, a new ROFR shall continue to apply to any future transaction, and the grocery store restriction shall remain in place, all as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Developer, and Assignee agree as follows:

1. Assignment. Assignor conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Contract and claims and causes of action now existing under the same as of the Effective Date, subject to the covenants, conditions and provisions of the Contract.

2. Assumption. Assignee assumes and agrees to be bound by all of Assignor's liabilities and obligations pursuant to the Contract, and agrees to perform and observe all of the covenants and conditions contained in the Contract, from and after the Effective Date, including, but not limited to, the obligation to reimburse Developer for certain shared project costs as set forth in the Contract.

3. Consent to Transfer and Release of Assignor. Developer consents to the foregoing assignment of the Contract and hereby releases Assignor from its obligations under the Contract from and after the Effective Date. Developer shall only seek performance of the Contract obligations, including, but not limited to, reimbursement for certain shared project costs, from Assignee from and after the Effective Date.

4. Waiver and Termination of Original ROFR. Developer waives its rights to exercise the Original ROFR under the PSA and Notice of Interest with respect to the transfer of the SBP/CZK Tract from Assignor to Safe Streets, and from Safe Streets to Assignee. The Original ROFR and the obligations and restrictions thereunder are hereby terminated.

5. New ROFR. Assignor and Assignee hereby grant Developer a new right of first refusal (the "New ROFR") on the SBP/CZK Tract, which shall be governed as follows:

From and after the Effective Date, if Assignee desires to transfer, sell, or otherwise dispose of the SBP/CZK Tract or any portion thereof, receives an offer from a prospective purchaser, ("Offer"), then Assignee must first provide Developer with written notice setting forth the terms and conditions of the Offer, including, but not limited to, the purchase price, due diligence period, and closing date ("ROFR Notice"). Developer shall have the right of first refusal to acquire the SBP/CZK Tract on the terms of the ROFR Notice by sending written notice to Assignee within fifteen (15) days following receipt of a ROFR Notice ("New ROFR"). In the event Developer fails to respond in writing within such fifteen (15) day period, Developer shall be deemed to have waived its rights under the New ROFR with respect to that Offer.

6. Grocery Store Restriction. No portion of the SBP/CZK Tract shall be used as for the operation of a supermarket or grocery store.

7. Assignee Representations and Warranties. To induce Developer to enter into this Agreement, Assignee hereby represents and warrants to Developer that to the best of its knowledge (with "its knowledge" being limited solely to the actual knowledge of Jason Knapp), the following statements are true and correct:

a. This Agreement, the Contract, and any other documents or instruments executed or delivered by Assignee under this Agreement or related to the Contract, have been duly authorized, executed, and delivered, and are intended to be the legal, valid, and binding obligations of Assignee.

b. There are: (i) no lawsuits, nor tax claims, nor governmental proceedings pending or threatened against Assignee; (ii) no judgments nor orders of any court nor orders or rulings of an administrative agency against Assignee which would have a material adverse effect on Assignee's ability to perform its obligations under the Contract.

c. All financial reports and information previously delivered by Assignee to Developer in connection with this Agreement and the Contract were true and correct in all material respects as of the respective date thereof and are true and correct in all material respects as of the date hereof, and there has been no adverse change in Assignee's financial condition since the respective dates thereof.

d. Assignee has reviewed the Contract in its entirety and understands that (i) Assignee is obligated to reimburse developer for certain shared project costs and (ii) Developer has a right to place a lien on the SBP/CZK Tract in the event Assignee fails to timely pay Developer pursuant to Section 6.2 of the Contract.

8. Notice Address of Assignee: The initial notice address for Assignee pursuant to Section 11.9 of the Contract shall be:

IF TO CZK: CZK Investco LLC, a Utah limited liability company
 Attn: Jason Knapp
 3858 W 12240 S,
 Payson, UT 84651

With a copy to: Buchalter P.C.
 Attn: Wesley Felice
 60 East South Temple, Suite 1200
 Salt Lake City, UT 84111

9. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Agreement and all of the rights, duties, powers, covenants, conditions, restrictions, and obligations shall run with the land.

10. Construction; Misc. This Agreement shall be construed according to the law of the Utah. In the event of any violation or threatened violation of any provision in this Agreement, the

non-defaulting parties shall have the right, in addition to any other remedies that may be available at law or in equity, to enjoin such violation or threatened violation.

11. Counterparts. This Agreement may be executed in counterparts, which taken together shall constitute one original instrument.

12. Attorneys' Fees. In the event of any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such dispute

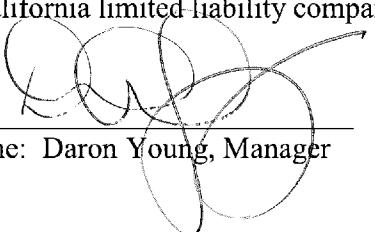
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IN WITNESS WHEREOF, the parties have executed this Agreement on as of the day and year first above written.

DEVELOPER:

MNG Highland Development, LLC,
a California limited liability company

By: MNG Management, LLC,
a California limited liability company

By: 
Name: Daron Young, Manager

NOTARY ACKNOWLEDGMENT

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)
) ss.
COUNTY OF SAN DIEGO)

On Feb. 11, 2025, before me, Shirley Monroe, Notary Public,
personally appeared Daron Young, 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.

[Seal]

WITNESS my hand and official seal.

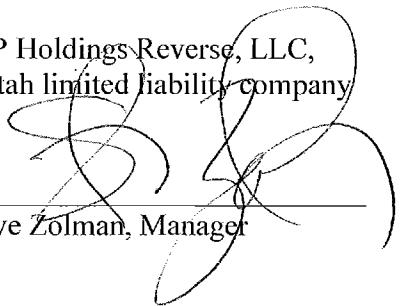
Signature

Shirblom



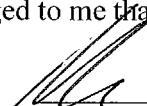
ASSIGNOR:

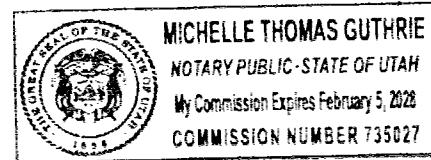
SBP Holdings Reverse, LLC,
a Utah limited liability company

By: 
Steve Zolman, Manager

STATE OF UTAH)
:ss.
COUNTY OF Utah)

On this 11 day of February, 2025, personally appeared before me Steve Zolman, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of SBP Holdings Reverse LLC, a Utah limited liability company, and that said document was signed by them on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.


Notary Public



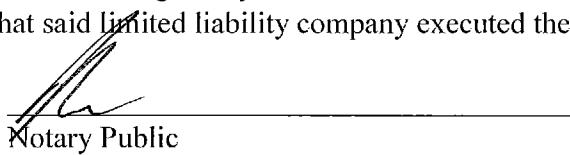
ASSIGNEE:

CZK Investco LLC,
a Utah limited liability company

By: 
Jason Knapp, Manager

STATE OF UTAH)
:ss.
COUNTY OF Utah)

On this 11 day of February, 2025, personally appeared before me Jason Knapp, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of CZK Investco LLC, a Utah limited liability company, and that said document was signed by them on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.


Notary Public



SAFE STREETS:

Safe Streets USA, LLC,
a Delaware limited liability Company

By: 
Jason Knapp, CFO

STATE OF UTAH)
COUNTY OF Utah) :ss.

On this 11 day of February, 2025, personally appeared before me Jason Knapp, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the CFO of Safe Streets USA, a Delaware limited liability company, and that said document was signed by them on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

~~Notary Public~~



EXHIBIT "A"
Legal Description of Developer Tract

Consolidated Description

Lots 1,2,4,5,6 & 7

A PARCEL OF LAND LOCATED IN HIGHLAND, COUNTY OF UTAH, UTAH. SAID PARCEL IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. SAID PARCEL CONSISTING OF LOTS 1,2,4,5,6 & 7 AS SHOWN ON A SUBDIVISION PLAT KNOWN AS "MID-TOWN HIGHLAND MARKETPLACE SUBDIVISION, A VACATION OF LOTS 1 AND 2 OF HIGHLAND MARKETPLACE LOCATED IN THE NW QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN" TO BE RECORDED. THE ABOVE REFERENCED PARCEL IS DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT WHICH IS THE SOUTHWEST CORNER OF LOT 1, ON SAID PLAT, SAID POINT BEING LOCATED N89°49'32"E, ALONG THE SECTION LINE, FROM THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, A DISTANCE OF 1039.46 FEET AND S00°00'18"E, A DISTANCE OF 1271.04 FEET TO A RIGHT-OF-WAY MARKER FOUND; THENCE S89°39'42"W, A DISTANCE OF 63.54 FEET AND N00°06'02"E, A DISTANCE OF 208.06 FEET AND N89°54'02"E, A DISTANCE OF 69.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE N00°07'58"W, A DISTANCE OF 314.36 FEET; THENCE N11°30'59"E, A DISTANCE OF 210.15 FEET; THENCE S00°42'32"E, A DISTANCE OF 0.41 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE N89°21'34"E, A DISTANCE OF 380.71 FEET TO THE NORTHEAST CORNER OF LOT 7; THENCE S00°00'00"E, A DISTANCE OF 384.74 FEET TO THE SOUTHEAST CORNER OF LOT 7; THENCE N89°59'59"E, A DISTANCE OF 271.97 FEET TO THE NORTHEAST CORNER OF LOT 4; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EAST LINES OF LOT 4 1) S00°00'00"W, A DISTANCE OF 76.57 FEET; 2) S89°39'42"W, A DISTANCE OF 28.21 FEET; 3) S00°20'18"E, A DISTANCE OF 59.73 FEET TO THE SOUTHEAST CORNER OF LOT 4; THENCE S89°40'42"W, A DISTANCE OF 507.04 FEET TO THE SOUTHWEST CORNER OF LOT 6; THENCE S00°20'18"E, A DISTANCE OF 198.42 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SR-92; THENCE S89°39'42"W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 10.00 FEET; THENCE N00°20'18"W, A DISTANCE OF 198.42 FEET; THENCE S89°40'42"W, A DISTANCE OF 148.99 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINING 253,508 SQUARE FEET OF AREA OR 5.820 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL SUBJECT TO EASEMENTS AND OTHER CONDITIONS AS NOTED ON THE RECORD PLAT.

EXHIBIT "B"**Legal Description of SBP/CZK Tract****Lot 3 Description**

A PARCEL OF LAND LOCATED IN HIGHLAND, COUNTY OF UTAH, UTAH. SAID PARCEL IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. SAID PARCEL CONSISTING OF LOT 3 AS SHOWN ON A SUBDIVISION PLAT KNOWN AS "MID-TOWN HIGHLAND MARKETPLACE SUBDIVISION, A VACATION OF LOTS 1 AND 2 OF HIGHLAND MARKETPLACE LOCATED IN THE NW QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN" TO BE RECORDED. THE ABOVE REFERENCED PARCEL IS DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT WHICH IS THE NORTHWEST CORNER OF LOT 3, ON SAID PLAT, SAID POINT BEING LOCATED N89°49'32"E, ALONG THE SECTION LINE, FROM THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, A DISTANCE OF 1039.46 FEET AND S00°00'18"E, A DISTANCE OF 1271.04 FEET TO A RIGHT-OF-WAY MARKER FOUND; THENCE S89°39'42"W, A DISTANCE OF 63.54 FEET AND N00°06'02"E, A DISTANCE OF 208.06 FEET AND N89°54'02"E, A DISTANCE OF 69.66 FEET AND N00°07'58"W, A DISTANCE OF 314.36 FEET AND N11°30'59"F, A DISTANCE OF 210.15 FEET AND N00°42'32"E, A DISTANCE OF 0.41 FEET TO THE NORTHWEST CORNER OF LOT 2 AND N89°21'34"E, A DISTANCE OF 380.71 FEET TO THE NORTHWEST CORNER OF LOT 3 AND THE TRUE POINT OF BEGINNING; THENCE N89°21'34"E, A DISTANCE OF 388.52 FEET TO THE NORTHEAST CORNER OF LOT 3; THENCE S00°20'18"E, A DISTANCE OF 150.77 FEET; THENCE N89°39'42"E, A DISTANCE OF 188.09 FEET TO THE WESTERLY RIGHT-OF-WAY OF SR-74; THENCE S05°06'41"W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 10.05 FEET; THENCE S89°39'42"W, A DISTANCE OF 187.14 FEET; THENCE S00°20'18"E, A DISTANCE OF 175.69 FEET; THENCE S89°39'42"W, A DISTANCE OF 32.50 FEET; THENCE S00°20'18"E, A DISTANCE OF 128.49 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE S89°39'42"W, A DISTANCE OF 86.78 FEET; THENCE N00°00'00"E, A DISTANCE OF 76.57 FEET; THENCE S89°59'59"W, A DISTANCE OF 271.97 FEET TO THE SOUTHWEST CORNER OF LOT 3; THENCE N00°00'00"W, A DISTANCE OF 384.74 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINING 157,537 SQUARE FEET OF AREA OR 3.617 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL SUBJECT TO EASEMENTS AND OTHER CONDITIONS AS NOTED ON THE RECORD PLAT.