

CW Trail Crossing, LLC  
c/o McKenna Christensen  
610 North 800 West  
Centerville, Utah 84014

14359904 B: 11557 P: 5119 Total Pages: 8  
03/19/2025 02:52 PM By: tpham Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: CW TRAIL CROSSING, LLC  
610 NORTH 800 WESTCENTERVILLE, UT 84014



SL COUNTY PARCEL # 26-24-353-018

### GENERAL ASSIGNMENT AND ASSUMPTION OF ROSR

This General Assignment and Assumption of ROSR (this "Assignment") is executed by WDG Trail Crossing, LLC, a Utah limited liability company ("Assignor"), in favor of CW Trail Crossing, LLC, a Utah limited liability company ("Assignee"), and is consented to by Capstone Acquisitions, Inc., a California corporation ("Capstone") and Retail's Daylight LLC, as of March 14, 2025 to be effective at the same time as the Property is transferred to Assignee (the "Effective Date").

WHEREAS, Assignor is the owner of a parcel of real property identified as Salt Lake County Parcel No. 26-24-353-353-018 (the "Property");

WHEREAS, Assignor, contemporaneous with this Assignment, is transferring ownership of the Property to Assignee;

WHEREAS, pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions between Assignor and Capstone dated September 22, 2023, Capstone has a Right of Second Refusal to purchase the Property of which a Partial Termination of Right of First Refusal was subsequently executed and recorded (the "ROSR");

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

1. Assignment. As of the Effective Date, Assignor hereby assigns, sells, and transfers, to Assignee, and Assignee expressly agrees to assume and hereby does assume all of Assignee's liabilities and obligations pursuant to the ROSR. Notwithstanding the foregoing, this Assignment does *not* release Assignor from any responsibilities to Capstone pursuant to the ROSR. All Parties agree that the original assignment by Capstone to Retail's Daylight LLC did not include an assignment of the ROSR and that the rights under the ROSR are still held by Capstone. All Parties agree that the transfer of the Property by Assignor to Assignee is not pursuant to a bona fide offer from a third party and does not trigger any rights in Capstone to give an Election Notice and, as a result, the ROSR remains in full force and effect as to the Property.

2. Counterparts. This Assignment may be executed in a number of identical counterparts. Signatures may be delivered by facsimile or electronic delivery, and such signatures shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

3. Applicable Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first written above.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**ASSIGNOR:**

**WDG TRAIL CROSSING, L.L.C.**

a Utah limited liability company

By: Cole West Entity Services, LLC (f/k/a CW The Manager, LLC)

Its: Manager

By: Cole West, LLC (f/k/a CW Development Group, LLC)

Its: Manager

By:                     *Colin Wright*                    

Print Name: Colin Wright

Its: Manager

STATE OF UTAH                     )

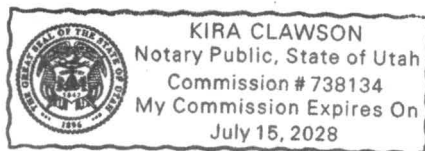
§

COUNTY OF DAVIS                )

On this 10 day of March, 2025, personally appeared before me Colin Wright, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he, is the Manager of Cole West, LLC, which is the manager of Cole West Entity Services, LLC, who is the manager of WDG Trail Crossing, and said document was signed by him on behalf of said limited liability company by authority of its operating agreement and/or resolution of its Members, and said Colin Wright acknowledged to me said limited liability company executed the same.

Witness my hand and official seal

(Seal)



*Kira Clawson*

**ASSIGNEE:**

**CW TRAIL CROSSING, LLC**

a Utah limited liability company

By: Cole West Entity Services, LLC (f/k/a CW The Manager, LLC)

Its: Manager

By: Cole West, LLC (f/k/a/ CW Development Group, LLC)

Its: Manager

By: \_\_\_\_\_

*Colin Wright*

Name: Colin Wright

Its: Manager

STATE OF UTAH

)

§

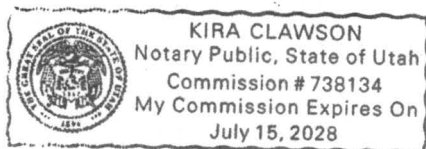
COUNTY OF DAVIS

)

On this 16 day of March, 2025, personally appeared before me Colin Wright, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he, is the Manager of Cole West, LLC which is the manager of Cole West Entity Services, LLC which is the manager of CW Trail Crossing, and said document was signed by him on behalf of said limited liability company by authority of its operating agreement and/or resolution of its Members, and said Colin Wright acknowledged to me said limited liability company executed the same.

Witness my hand and official seal

(Seal)



*Kira Clawson*

**CONSENTING:**

**CAPSTONE ACQUISITIONS, INC.**

a California corporation

By: Alex Zikakis  
Name: Alex Zikakis  
Its: President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of March, 2025, personally appeared before me \_\_\_\_\_, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say (s)he, is the \_\_\_\_\_ of Capstone Acquisitions, Inc., and said document was signed by him/her on behalf of said limited liability company by authority of its bylaws and/or resolution of its Directors, and said \_\_\_\_\_ acknowledged to me said corporation executed the same.

Witness my hand and official seal

(Seal)

## JURAT

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 San Diego

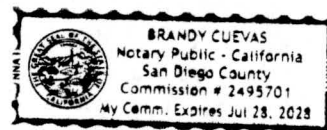
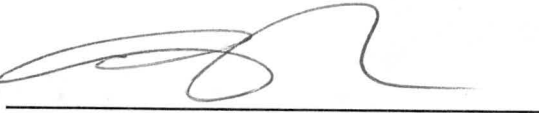
Subscribed and sworn to (or affirmed) before me on

this 17<sup>th</sup> day of March, 20 25,

by Alex Zikakis

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



(Seal)

**Retail's Daylight, LLC**

a Delaware limited liability company

By: Alex J. Zikaki  
Name: Alex Zikaki  
Its: Authorized Agent

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of March, 2025, personally appeared before me \_\_\_\_\_, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say (s)he, is the \_\_\_\_\_ of Retail's Daylight, LLC, and said document was signed by him/her on behalf of said limited liability company by authority of its operating agreement and/or resolution of its Members, and said \_\_\_\_\_ acknowledged to me said limited liability company executed the same.

Witness my hand and official seal

(Seal)

## JURAT

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 SAN Diego

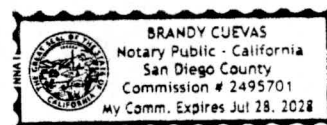
Subscribed and sworn to (or affirmed) before me on

this 17<sup>th</sup> day of MARCH, 20 25,

by Alex Zikakis

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



(Seal)

**EXHIBIT A**

**Legal Description of Property**

Salt Lake County Parcel No. 26-24-353-018

Lot C-109, Kennecott Daybreak Vlge 7a Pl 1 Sub. 10386-9112