

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT made and entered into on this 10/3/2025 by and between EDEN HEIGHTS, LLC, a Utah limited liability company, as ASSIGNOR, and EDEN RISE, LLC, a Delaware limited liability company, as ASSIGNEE.

WHEREAS, Assignor has conveyed to Assignee, by way of a Warranty Deed of even date herewith, certain real property and improvements located at Parcel: 22-006-0002, 22-006-0011, 22-006-0024, 22-006-0028, 22-006-0037, 22-006-0043, and 22-006-0047 in Eden, State of Utah (hereinafter the "Property").

WHEREAS, a portion of the Property is currently subject to a Revenue Sharing Agreement by and between Assignor, and Weber County, a body politic and political subdivision of the State of Utah (the "County"), dated October 1, 2017 (the "Agreement"). A full and complete copy of the Agreement and of all modifications thereto have previously been delivered to Assignee, is attached hereto as "Exhibit A", and by this reference made a part hereof.

WHEREAS, as part of the transaction whereby Assignee have acquired the Property, Assignor is to assign all if its rights under the terms of the Agreement to Assignee.

WHEREAS, County consents to this Assignment as to the payment and performance of all obligations under the Agreement.

NOW THEREFORE, based upon the mutual covenants and agreements contained herein, it is hereby agreed as follows:

Assignor hereby assigns, transfers and conveys to Assignee all of its right title and/or interest under the terms of the Agreement, including, without limitation, the right to collect rents commencing with the first installment due on or after October 6, 2025.

To induce Assignee to accept this Assignment, Assignor hereby represents and warrants to Assignee as follows:

Assignor is not now in default of any of its obligations as Lessor under the terms of the Agreement;

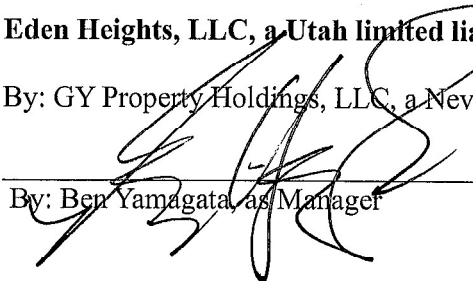
Assignor is not aware of any defaults by the County under the terms of the Agreement.

In consideration of Assignor's execution and delivery of this Assignment, Assignee agrees that it will duly keep, observe, perform and assume all of the terms, conditions and provisions of the Agreement that are to be kept, observed and performed by Assignee and that accrue subsequent to the date hereof executed by the parties on the day and year first written above.

ASSIGNOR: **Eden Heights, LLC, a Utah limited liability company**

By: GY Property Holdings, LLC, a Nevada limited liability company, Its Manager

By: Ben Yamagata, as Manager



ASSIGNEE: **Eden Rise, LLC, a Delaware limited liability company**

By: Anne C. Winston

Its: Authorized Signer

CONSENT AND AGREEMENT:

The undersigned hereby consents to and approves of the foregoing Assignment between Assignor and Assignee, and does hereby accept Assignee as the party to whom payments under the Agreement are to be made and directed.

Board of County Commissioners of Weber County

By: _____

Its: Authorized Signer

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By: GY Property Holdings, LLC, a Nevada limited liability company, Its Manager

By: Ben Yamagata, as Manager

ASSIGNEE: **Eden Rise, LLC, a Delaware limited liability company**

Anne C. Winston

By: Anne C. Winston

Its: Authorized Signer

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Board of County Commissioners of Weber County

By: _____

Its: Authorized Signer