

RECORDING REQUESTED BY
Gravity Capital, LLC

WHEN RECORDED MAIL TO
Gravity Capital, LLC
c/o Steven R. Skirvin
531 East 770 North
Orem, UT 84097

14255686 B: 11499 P: 7216 Total Pages: 5
06/24/2024 10:12 AM By: EMehanovic Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: GRAVITY CAPITAL, LLC
531 E 770 NOREM, UT 84097



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (hereinafter referred to as this "Assignment") is made and entered into effective as of the 16 day of May, 2024 (hereinafter referred to as the "Assignment Date"), by and between **Western Finance & Leasing, L.C.**, a Utah limited liability company, (hereinafter referred to as "Assignor"), and **Gravity Capital, LLC**, a Utah limited liability company (hereinafter referred to as "Assignee").

RECITALS:

A. Assignor and Assignee, are parties to that certain Judgment Purchase Agreement, made and entered into effective as of May 16, 2024 (the "**Purchase Agreement**"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor a Final Judgment ("Judgment") entered on February 26, 2021 in Western Finance & Leasing, L.C. v. Mascaro Landscaping, LLC, et al., Case No. 190908909, Third Judicial District Court, Salt Lake County, Utah, and recorded in the office of the Salt Lake County Recorder on June 15, 2021 as Entry No. 13891785, Book 11191, Page 1235. Capitalized terms used herein and not separately defined have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment and Assumption.** For good and valuable consideration, the receipt of which is acknowledged, effective as of the Assignment Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, all of its right, title and interest in and to the Judgment. This Assignment is made subject to all of the terms and conditions of the Purchase Agreement.

2. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Judgment are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall, taken together, be deemed one document. Signatures transmitted electronically shall be considered original signatures for all purposes.

4. **Survival.** This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

6. No Third-Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

7. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Utah applicable to contracts executed in and to be performed in that state, without regard to the conflict of laws rules thereof. Assignor and Assignee specifically waives all rights to trial by jury in any dispute arising hereunder and consents to a trial without a jury.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Assignment Date.

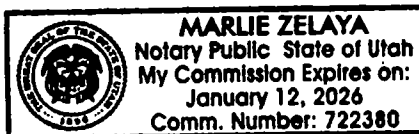
ASSIGNOR
WESTERN FINANCE & LEASING, L.C., a Utah limited liability company

By: [Signature]
Name: Matthew Rumsey
Title: President

**ACKNOWLEDGMENT
CORPORATE**

STATE OF UTAH }
 }ss.
COUNTY OF SALT LAKE }

On this 10 day of May, 2024, before me personally appeared Matt Rumsey known to me (or proved to me on the basis of satisfactory evidence) to be the person who is described in and who executed the within instrument as the President of Western Finance & Leasing, L.C. and acknowledged to me that he executed the same.



[Signature]
Notary Public

ASSIGNEE
GRAVITY CAPITAL, LLC,
a Utah limited liability company

By: [Signature]
Name: DAVID Knudson
Title: President

**ACKNOWLEDGMENT
CORPORATE**

STATE OF UTAH }
 }ss.
COUNTY OF UTAH }

On this 20 day of May, 2024, before me personally appeared Dave Knudson known to me (or proved to me on the basis of satisfactory evidence) to be the person who is described in and who executed the within instrument as President of Gravity Capital, LLC, and acknowledged to me that he executed the same.



[Signature]
Notary Public



DocQuery

Parcel Number • 33-08-276-006-0000

Active Parcel Number

Acreage • 1.0000

Address • 3275 W 14400 S • BLUFFDALE • 84065

Owner of Record

MASCARO, JAKE

Legal Description • Property Description For Taxation Purposes Only

BEG 330 FT W FR NE COR SE 1/4 OF NE 1/4 SEC 8, T 4S, R 1W, S L M; S 89°41'21" W 164.93 FT; S 00°26'39" E 264.11 FT; N 89°41'21" E 164.93 FT; N 00°26'39" W 264.11 FT TO BEG.1.0 AC 3576-188 4917-93 6928-1969 10078-9592 10286-8260

A handwritten signature in black ink, appearing to be 'J. Mascaro'.