

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

14255688 B: 11499 P: 7226 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 AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement ("Assignment") is made and entered into effective as of the 11 day of May, 2024 ("Assignment Date"), by and between SITE ONE LANDSCAPE SUPPLY, a Delaware limited liability company, ("Assignor"), and Gravity Capital, LLC, a Utah limited liability company ("Assignee").

RECITALS:

A. Assignor and Assignee, are parties to that certain Judgment Purchase Agreement, made and entered into effective as of May 11, 2024 ("Purchase Agreement"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor the Default Judgment entered on December 22, 2017 in Site One Landscape Supply v. Jake Mascaro dba Mascaro Landscaping, Case No. 179909808, Third Judicial District Court, Salt Lake County, Utah, and recorded in the office of the Salt Lake County Recorder on July 2, 2018 as Entry No. 179909808, Book 10691, Page 457 ("Judgment"). 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 free and clear of all liens, claims and encumbrances. 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the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein.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 waive 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

SITE ONE LANDSCAPE SUPPLY, a Delaware limited liability company

By: Eureka Caldwell

Name: Eureka Caldwell

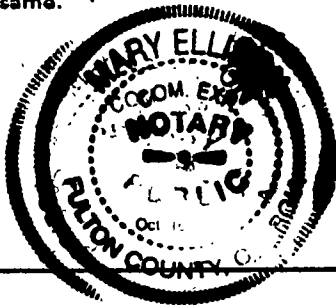
Title: Credit Supervisor

ACKNOWLEDGMENT
CORPORATE

STATE OF ~~UTAH~~ Georgia
ss.

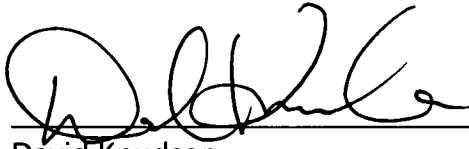
COUNTY OF ~~SALT LAKE~~ Fulton

On this 17th day of May, 2024, before me personally appeared Eureka Caldwell 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 Credit Supervisor of Site One Landscape Supply and acknowledged to me that s/he executed the same.



Mary Ellen McCormick
Notary Public

Approved of by David Knudson President of Gravity Capital LLC



David Knudson

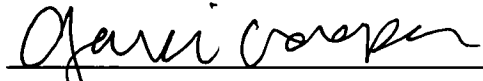
President of Gravity Capital LLC

State of Utah

County of Utah

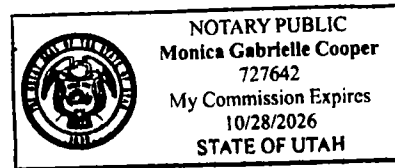
I, Monica G. Cooper, a Notary Public in and for the State of Utah, do hereby certify that on this April 30, 2024, before me, personally appeared David Knudson, known to me to be the President of Gravity Capital LLC, a company organized and existing under the laws of the State of UTAH, and acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal this



Notary Public

My Commission Expires:





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 'W. Mascaro'.