

Prepared By and Return To:

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425 Walnut Street, Suite 1800  
Cincinnati, OH 45202

Parcel Identification Nos.: 56-43-42-32-43-0001-0000  
56-43-42-32-43-0003-0000  
56-43-42-32-43-0004-0000

## SPECIAL WARRANTY DEED

For valuable consideration, the receipt of which is hereby acknowledged, TRADEMARK METALS RECYCLING LLC, a Delaware limited liability company having a mailing address of 5401 W. Kennedy Blvd, Suite 400, Tampa, Florida 33609 ("**Grantor**"), grants and conveys to MLK RIVIERA, LLC, a Florida limited liability company having a mailing address of 9922 Jefferson Boulevard, Culver City, California 90232 ("**Grantee**"), its successors and assigns, with covenant of SPECIAL WARRANTY, IN FEE SIMPLE, the real property located in Palm Beach County, Florida and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**"), together with all improvements thereon and appurtenances thereto.

Grantor covenants specially that the Property conveyed hereby is free from all liens and encumbrances arising from the actions of Grantor and any persons claiming by, through or under Grantor. Grantor will defend the same against lawful claims of all persons claiming by, through or under Grantor, but against none others.

**PROVIDED, HOWEVER,** notwithstanding that this deed is made with covenants of special warranty, there is excepted from such covenants and warranties, and the Property and this conveyance is made subject to: [i] any easements, restrictions, covenants and stipulations of record affecting the Property (including, without limitation, those items described on **Exhibit B** attached hereto and made a part hereof), [ii] applicable planning and zoning rules and regulations, [iii] real estate taxes and assessments, if any, assessed but not yet due and payable, which have been adjusted between Grantor and Grantee, and all real estate taxes and assessments due and payable thereafter, which real estate taxes and assessments Grantee hereby assumes and agrees to pay and [iv] those matters that would be disclosed by an inspection and accurate survey of the Property.

In accepting this Deed, Grantee hereby releases Grantor, its affiliates, officers, directors, partners, members, managers, shareholders, owners, employees, representatives, agents, successors or assigns (collectively, "**Grantor's Affiliated Entities**"), from and against any, liability or responsibility with respect to the Property for or with respect to any risks, costs, expenses, liability, and damages of whatever kind or nature, known or unknown, existing or future, contingent or otherwise, related in any way to any of the following (collectively, the "**Environmental Matters**"): (i) the existence, removal, enclosure, encapsulation, treatment, transportation, storage or disposal of Hazardous Materials (as defined below) that are at, on or under the Property as of the date of this Deed or underground storage tanks that are at, on or under

the Property as of the date of this Deed or of such Hazardous Materials which may have migrated from the Property to other properties as of or after the date of this Deed, whether any such action is taken voluntarily or is required to be taken under any applicable Environmental Laws (as defined below); or (ii) the failure to take any action referenced under the immediately preceding clause (i) with respect to any Hazardous Materials or underground storage tanks that are at, on or under the Property or at such other properties to which such Hazardous Materials may have migrated from the Property as of or after the date of this Deed (the foregoing release sometimes hereinafter referred to as the "**Release**").

For purposes of this Deed, (x) "**Hazardous Materials**" means any and all substances, chemicals, contaminants, wastes or materials that are or become regulated by any Environmental Law; and (y) "**Environmental Laws**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Resource Conservation and Recovery Act (RCRA), and the Toxic Substance Control Act (TSCA), all as amended, and any other laws or regulations governing or pertaining to environmental conditions at, on or under real property or to hazardous, toxic, radioactive, infectious, corrosive, explosive or flammable substances, chemicals, contaminants, wastes or other regulated substances.

The foregoing conveyance is also made subject to the following restrictions (the "**Restrictions**"), and Grantee, by its acceptance of this Deed, agrees that at no time hereafter shall Grantee or any subsequent owner, tenant or occupant of the Property use the Property or any portion thereof (or permit the Property or any portion thereof to be used) (a) for residential purposes, whether single family, multi-family or otherwise, (b) as a used auto parts business (whether full or self-service), (c) for the purpose of purchasing or selling used cars for recycling or for an auto body purchasing and sales business, or (d) as a secondary metals recycling facility (which for such purposes shall be deemed to include, without limitation, the buying, selling or processing of ferrous or non-ferrous scrap metals). The foregoing Restrictions shall be a covenant running with the land, shall be binding upon Grantee and all successor owners and occupants of the Property and shall inure to the benefit of, and be enforceable by action at law or in equity, by Grantor and its successors and assigns. In the event of a legal proceeding to enforce the provisions of the Restrictions, the prevailing party shall be entitled to recover all reasonable legal fees and costs incurred by it in such proceeding.

The Release and the Restrictions hereunder shall be covenants running with the Property that shall be binding upon any and all successors or assigns in interest of Grantee and any other persons or entities who acquire any right or interest in the Property, and run to the benefit of Grantor and Grantor's Affiliated Entities and shall continue without limitation.

Grantee and any other persons or entities who acquire any right or interest in the Property, expressly acknowledge and agree that each such party is taking the Property (or any part or interest thereof) subject to the Release and the Restrictions set forth above.

This Deed may be executed in counterparts, each of which, when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same documents.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed and delivered this instrument as of the date of the respective acknowledgements below.

Signed, sealed and delivered in the presence of:

GRANTOR:

TRADEMARK METALS RECYCLING  
LLC, a Delaware limited liability company

Witnesses (As to Grantor):

Michael Morris  
Printed Name: Michael J Morris

Jennifer Beck  
Printed Name: Jennifer Beck

(Grantee Signature Appears on Following Page)

By: Gregory W Oelrich  
Printed Name: GREGORY W OELRICH  
Title: VP FINANCE

This is not a certified copy

Signed, dated and delivered in the presence of:

GRANTEE:

MLK RIVIERA, LLC,  
a Florida limited liability company

Witnesses (As to Grantee):

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

By: 

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Jimmy Ho

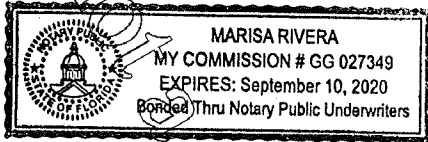
Manager

This is not a certified copy

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2019, by Gregory W. Oelrich, as VP Finance of Trademark Metals Recycling LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced a \_\_\_\_\_ as identification.

[NOTARY SEAL]



*[Handwritten Signature]*

Notary Public, State of Florida  
Printed Name: Marisa Rivera  
My Commission Expires: 9/10/20

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of MLK Riviera, LLC a Florida limited liability company on behalf of the company. He is personally known to me or has produced a \_\_\_\_\_ as identification.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 Los Angeles

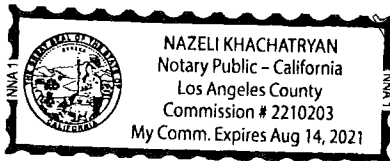
Subscribed and sworn to (or affirmed) before me  
on this 11<sup>th</sup> day of September, 2011,  
by Date Month Year

(1) Jimmy Ho

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)

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

Signature \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Special Warranty Deed Document Date: 9/11/2019

Number of Pages: 7 Signer(s) Other Than Named Above: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Los Angeles )

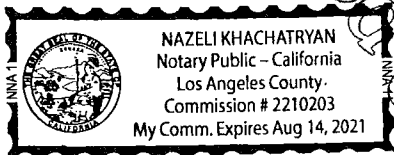
On September 11, 2019 before me, Nazeli Khachatryan, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Jimmy Ho  
*Name(s) of Signer(s)*

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.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Special Warranty Deed

Document Date: 9/11/2019 Number of Pages: 7

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT A TO DEED**

Legal Description

Tracts A, C and D of Avenue S Properties Plat, according to the plat thereof, as recorded in Plat Book 105, Pages 193 through 195, of the Public Records of Palm Beach County, Florida.

This is not a certified copy



**EXHIBIT B TO DEED**

Specific Title Exceptions

1. Ad valorem taxes for the year 2019 and subsequent years.
2. Easements, restrictions, covenants and conditions as set forth on AVENUE S PROPERTIES PLAT, filed in Plat Book 105, Pages 193 through 195 of the Public Records of Palm Beach County, Florida.

This is not a certified copy