

Prepared By and Return To:

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Parcel Identification Nos.: 56-43-42-32-43-001-0000
56-43-42-32-43-003-0000
56-43-42-32-43-004-0000

SPECIAL WARRANTY DEED

For valuable consideration, the receipt of which is hereby acknowledged, MLK RIVIERA, LLC, a Florida limited liability company, having a mailing address of 9922 Jefferson Boulevard, Culver City, California 90232 ("**Grantor**"), grants and conveys to SFG ISF RIVIERA MLK, LLC, a Delaware limited liability company, having a mailing address of 10165 NW 19 Street, Miami, FL 33172 ("**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, that 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.

The foregoing conveyance is 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 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 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.

(remainder of page intentionally left blank)

Certified copy

IN WITNESS WHEREOF, Grantor has executed and delivered this instrument as of the date of the acknowledgement below.

Signed, sealed and delivered in the presence of:

GRANTOR:
MLK RIVIERA, LLC,
a Florida limited liability company

Witnesses:

[Signature]
Printed Name: MANAL BOULOS

By: [Signature]
Printed Name: James E. Ho
Title: Manager

[Signature]
Printed Name: J. Theodore Israel Benito

ACKNOWLEDGMENT

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 Dec. 15, 2021 before me, J. THEODORE ISRAEL BENITO, Notary Public,
(insert name and title of the officer)

personally appeared JAMES E. HO, 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] (Seal)



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 2022 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.
3. Terms, conditions, and restrictions as set forth in that certain Special Warranty Deed recorded September 18, 2019, in Official Records Book 30896, Page 329.

This is not a certified copy