



To: Pinellas County  
From: PIM Scrap  
Re: Ownership Update

December 30, 2022

Dear Hans

I'm very pleased to share with you some exciting news. As of December 30, 2022, PIM Scrap has joined United Scrap Metal Florida, Inc., as a part of United Scrap Metal ("USM"). USM is a diverse, woman owned business that has been an award-winning leader in recycling solutions since 1978. Similar to PIM Scrap, USM is a privately held family business, with locations in six states. We are excited to join the USM team as a strategic business partner in the Central and West Central Florida markets.

Since our inception in 2007, PIM Scrap has worked hard to build our company into a leader in the Florida market. This unique opportunity will allow us the ability to maintain our culture and customer service model, while providing access to resources that will elevate our business to the next level. It will enhance opportunities for our customers, consumers, suppliers, and team members. We look forward to continuing our service offerings and sustainability practices as a part of the United Family.

The alignment with the USM Mission of "making a positive impact in the lives of others" made this a natural progression of our organization. I will continue my leadership within the Recycling Industry as the President of United Scrap Metal Florida, Inc. We look forward to continuing our relationship under the United ownership.

**\*\*\*Change in Banking\*\*\***

Effective immediately, please send payments to PIM Scrap (United Scrap Metal Fl. Inc) to the following Lock Box:

**(Regular Mail)**

Beneficiary: **United Scrap Metal, Inc.**  
Beneficiary Address: **P.O. Box 854573**  
Beneficiary Address: **Minneapolis, MN 55485-4573**

**(Courier Services)**

Beneficiary: **United Scrap Metal, Inc.**  
Beneficiary Address: **Lockbox Services #0774573**  
Beneficiary Address: **1801 Parkview Dr. 1<sup>st</sup> Floor**  
Beneficiary Address: **Shoreview, MN 55126**

**(Wire & ACH)**

Beneficiary: **United Scrap Metal, Inc.**  
Beneficiary Bank: **Wells Fargo Bank, N.A.**  
Beneficiary Account: **4129455523**  
Routing Number (ABA): **121000248**

If you should have any questions, please contact your PIM Scrap representative. We appreciate your loyalty over the years while also thanking you for being a part of our success. Please don't hesitate to contact me directly with any questions as we're all excited for our next chapter.

Sincerely,

Matt Goldman  
President  
United Scrap Metal Florida, Inc.

## **BILL OF SALE**

**THIS BILL OF SALE** (this “**Bill of Sale**”) is made and entered into effective as of the 30<sup>th</sup> day of December, 2022 (the “**Effective Date**”), by and among United Scrap Metal FL, Inc., a Delaware corporation (the “**Buyer**”) and Pasco Iron & Metal LLC, a Florida limited liability company (the “**Seller**”).

A. The Buyer, Seller, Pinellas Iron & Metal, LLC, Green Tree Recycling, L.L.C., and Matthew Goldman have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), whereby the Seller has agreed to sell, transfer and deliver to the Buyer the Purchased Assets, and the Buyer has agreed to purchase the Purchased Assets from Seller, on the terms and conditions set forth in the Purchase Agreement.

B. This Bill of Sale is being delivered pursuant to Section 3.02(a)(ii) of the Purchase Agreement.

C. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Bill of Sale.** Upon the terms and subject to the conditions set forth in the Purchase Agreement, Seller does hereby assign, transfer and deliver to the Buyer, and the Buyer does hereby accept from the Seller, all of the Purchased Assets.

2. **Further Assurances.** The Seller does hereby covenant and agree to, upon the request of the Buyer, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, assurances and instruments as the Buyer may reasonably request to assign and transfer the Purchased Assets to the Buyer and to assure to the Buyer the continued possession, control and enjoyment of the Purchased Assets.

3. **Purchase Agreement.** Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties under the Purchase Agreement.

4. **Governing Law.** This instrument shall be construed and governed in accordance with the internal laws of the State of Delaware, without giving effect to principles of conflicts of law.

5. **Counterparts.** This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties may deliver executed signature pages to this Agreement by facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, this Bill of Sale has been executed and delivered effective as of the Effective Date.

**SELLER:**

PASCO IRON & METAL LLC

By:  \_\_\_\_\_

Name: Matthew Goldman

Its: Manager

**BUYER:**

UNITED SCRAP METAL FL, INC.

By: \_\_\_\_\_

Name: Bradley Serlin

Its: President

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PASCO IRON & METAL LLC

By: \_\_\_\_\_

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