



1201 Industrial Drive  
Wildwood, FL 34785  
Phone: (352) 330-2213  
Fax: (352) 330-2214

**Dept. of Environmental  
Protection**

October 24, 2006

OCT 25 2006

John R. Morris, P.G.  
Department of Environmental Protection  
Southwest District  
13051 North Telecom Parkway  
Temple Terrace, FL 33637-0926

**Southwest District**

Dear John Morris,

In response to your notes under section 14.2 "Areas of Concern" from your visit to our facility on 10/16/06. We are in the process of making changes to our current permit to give us more flexibility in two areas that change due to the steel and crumb rubber markets.

Your note #1 refers to our wire being loaded into a trailer rather than into roll-off dumpsters. Due to the steel market sometimes buying our scrap wire and needing it loaded directly into trailers for shipment and other times us having to load into roll-offs for disposal we need make changes in this area to allow both.

Your note #2 refers to us storing palletized finished product in our front parking area. This material is actually one order staged in that area for shipment. Because we now sell into project markets where customers have demand for large quantities to be shipped all at the same time (within 1-2 days), we need to make changes to allow us to stage/store material in the parking lot.

As I stated in my opening we are in the process of making changes to our current permit and hope to have them finalized the first of the year.

Mark Bailey  
Vice President

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

APR 10 2006

In re:

GLOBAL TIRE RECYCLING OF SUMTER  
COUNTY, d/b/a GLOBAL TIRE RECYCLING,

CASE NO.: 6:05-10001-SW  
Southwest District

Debtor.

Chapter 11

**FINAL DECREE**

This matter came on for consideration arising from the *Motion for Entry of Final Decree and Declaration in Support of Motion* (Docket No. 496), filed herein on March 17, 2006, by Global Tire Recycling of Sumter County, Inc., the reorganized debtor herein, and this Court, upon consideration of the Motion and the Declaration filed in Support thereof, and being otherwise duly advised in the premises, finds that the Chapter 11 Trustee's Second Amended Plan of Reorganization dated September 2, 2004 ("Plan"), which was confirmed by this Court by Order dated November 23, 2004 ("Confirmation Order"), has been substantially consummated by the Reorganized Debtor, and that the estate has been fully administered; accordingly, it is hereby

**ORDERED, ADJUDGED, AND DECREED:**

1. That the provisions of the confirmed Plan bind the Debtor, any entity issuing securities under the Plan, any entity acquiring property under the Plan, and any creditor of or general partner in the Debtor, whether or not the claim or interest of such creditor, general partner is impaired under the Plan, and whether or not such creditor, general partner has accepted the Plan.

2. That except as otherwise provided in the Plan or the Confirmation Order, all

property of the estate is vested in the Debtor.

3. That except as provided in the Plan or in the Confirmation Order, the property dealt with by the Plan is free of all claims and interests of creditors, general partners of the Debtor.

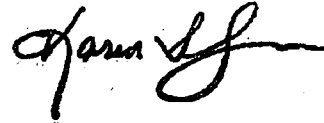
4. That except as otherwise provided in the Plan or in the Confirmation Order, the Debtor is discharged from any debt that arose before the date of the Confirmation Order, and any debt of a kind specified in 11 U.S.C. §§ 502(g), 502(h), or 502(i), whether or not (a) a proof of the claim based on such debt was filed or deemed filed under 11 U.S.C. § 502, or (b) the holder of such claim accepted the Plan.

5. That except as provided in the Plan or in the Confirmation Order, all rights and interests of equity security holders and general partners provided for by the Plan are terminated.

6. That all creditors of, claimants against, stockholders of, and persons having or claiming interests of any nature whatsoever in the property and assets of said Debtor be, and they hereby are, enjoined and stayed from pursuing or attempting to pursue any action, commencing or continuing any action, employing any process, or any act against said Debtor or its property, on account of or based upon any right, claim, or interest which any such creditors, claimant, stockholder, or other person may have had at the date of the filing of the Debtor's Petition herein under Chapter 11 of the Bankruptcy Code, except with respect to claims, rights, or interests arising out of the Plan or orders of this Court.

7. That the estate of Global Tire Recycling of Sumter County, Inc. be, and it hereby is, closed, effective as of March 28, 2006.

DATED this 28<sup>th</sup> day of March, 2006.



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**KAREN S. JENNEMANN**  
United States Bankruptcy Judge

*Copies via electronic transmission:*

U.S. Trustee, 135 W. Central Blvd., Suite 620, Orlando, FL 32801  
Ryan E. Davis, Esquire, Winderweedly, Haines, Ward & Woodman, P.A., Counsel for  
Reorganized Debtor, P.O. Box 1391, Orlando, FL 32802-1391  
Reorganization Trustee, Robert Morrison, Tedder, James, Worden & Associates, P.A., 800 N.  
Magnolia Ave., Suite 1700, Orlando, FL 32803

*Copies via U.S. Mail:*

All interested parties  
Bank of Oklahoma, c/o Barbara Bailey, 9520 N. May Ave, 2<sup>nd</sup> Floor, Oklahoma City, OK 73120



FRI-18907 113A-6 pdfdoc 01-12672  
Peter N Hill  
1851 West Colonial Drive  
Orlando, FL 32804

012649 12649 1 AT 0.308 33619 5 0 5388-1-12778



Department Of Environmental Protect  
3804 Coconut Palm Dr  
Tampa, FI 33619-1352

To: Bill Kumbholz

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Phone: 239-332-6975 x155

Fax phone: sc 748-6969

CC: ↳ 239-332-6969

From:



DEPARTMENT OF ENVIRONMENTAL PROTECTION

LORA ROSS  
Environmental Specialist  
Solid Waste

Waste Management Program  
Solid Waste  
2022 North 2nd Street  
Tallahassee, Florida 32309  
E-Mail: lora.ross@dep.state.fl.us

PH 813-744-6100  
SC 512-1042, Ext. 375  
FAX 813-744-6125

REMARKS:  Urgent  For your review  Reply ASAP  Please comment

Bill,  
Please find the following tickets from Global Tire for Tire Services  
of Florida. Please let me know if you need any further information. Thanks!

Lora Ross

Permit file

Telephone Number	Mode	Start	Time	Pages	Result	Note
8123935326969	NORMAL	29, 8:13	2:17"	16	# O K	

Jul 29 2005 8:16

P.1

\*\* Transmit Conf. Report \*\*

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

3804 Coconut Palm Drive Tampa, FL 33619-8318

FAX

Date: 7/28/05

Number of pages including cover sheet: 17

To:

Bill Krumholz

Phone: 239-332-6975 x155

Fax phone: sc 748-6969

CC: 239-332-6969

From:



DEPARTMENT OF ENVIRONMENTAL PROTECTION

LORA ROSS Environmental Specialist I Solid Waste

Waste Management Program Southwest District 3804 Coconut Palm Drive Tampa, Florida 33619-8318 E-Mail: lora.ross@dep.state.fl.us

PH 813-744-6100 SC 512-1042, Ext. 375 FAX 813-744-6125

REMARKS:

Urgent

For your review

Reply ASAP

Please comment

Bill,

Please find the following tickets from Global Tire for Tire Services of Florida. Please let me know if you need any further information. Thanks!

Lora Ross



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

**WEIGH DATA**

SCALE 1897 FSD

LOOP #	6	ID	0
LOOP #	6	TD	0

INBOUND 55120 lb

INBOUND DATE	05-05-05	TIME	05:58 PM
OUTBOUND DATE	05-05-05	TIME	09:23 PM

55120	lb	GR
29760	lb	TA
25360	lb	NT

WASTE TIRE COLLECTOR'S  
PERMIT NO.: 2035

**MATERIAL IN:**

TRUCK TIRES	<input type="checkbox"/>	BUTYL TUBES	<input type="checkbox"/>
PASSENGER TIRES	<input checked="" type="checkbox"/>	ONLY CHIPS	<input type="checkbox"/>
MIX	<input type="checkbox"/>	OTHER *	<input type="checkbox"/>
WITH RIMS	<input type="checkbox"/>		

\*OTHER - \_\_\_\_\_

**MATERIAL OUT:**

GRANULAR	<input type="checkbox"/>	STEEL	<input type="checkbox"/>
MESH 20s	<input type="checkbox"/>	FIBER	<input type="checkbox"/>
MESH 40	<input type="checkbox"/>	CHIPS	<input type="checkbox"/>
BUTYL TUBES	<input type="checkbox"/>	OTHER *	<input type="checkbox"/>

\*OTHER - \_\_\_\_\_

CUSTOMER: TIRE SERVICE

ADDRESS: 1451 N TAMiami TRAIL N FORT MYERS FL 33903

PHONE: 941-654-2281 DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ \_\_\_\_\_

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: GTR

COMMODITY: TIRES

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

INSERT  
SCALE TICKET  
TO HERE

APPROVED BY: [Signature]

WEIGHER: Robert Richard DATE: 5-5-05



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

WEIGH DATA

15021

TICKET 2028

LOOP # 42 TO 0  
LOOP # 42 TO 0

INBOUND 60260 lb

INBOUND DATE 05-11-05 TIME 09:35 PM  
OUTBOUND DATE 05-12-05 TIME 08:14 AM

30260 lb GR  
30760 lb TA  
29500 lb NT

WASTE TIRE COLLECTOR'S

PERMIT NO.: 2035

MATERIAL IN:

TRUCK TIRES  BUTYL TUBES   
PASSENGER TIRES  ONLY   
MIX  CHIPS   
WITH RIMS  OTHER \*

\*OTHER - \_\_\_\_\_

MATERIAL OUT:

GRANULAR  STEEL   
MESH 20  FIBER   
MESH 40  CHIPS   
BUTYL TUBES  OTHER \*

\*OTHER - \_\_\_\_\_

CUSTOMER: J.S.F  
ADDRESS: 1457 N TAMiami TRAIL N Fort Myers

PHONE: \_\_\_\_\_ DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ 774.38

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: \_\_\_\_\_

COMMODITY: \_\_\_\_\_

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: ES

WEIGHER: [Signature] DATE: 5-11-05

42

INSERT  
SCALE TICKET  
TO HERE



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

**MATERIAL IN:**

- TRUCK TIRES
  - PASSENGER TIRES
  - MIX
  - WITH RIMS
  - \*OTHER - \_\_\_\_\_
- BUTYL TUBES ONLY
  - CHIPS
  - \*OTHER \*

**MATERIAL OUT:**

- GRANULAR
  - MESH 20
  - MESH 40
  - BUTYL TUBES
  - \*OTHER - \_\_\_\_\_
- STEEL
  - FIBER
  - CHIPS
  - \*OTHER \*

**WEIGH DATA**

TICKET 705

15031

LOOP #	6	ID	0
LOOP #	6	ID	0

INBOUND 50000 lb

INBOUND DATE	05-16-05	TIME	08:33 AM
OUTBOUND DATE	05-16-05	TIME	11:19 PM

60800	lb	GR
30340	lb	TA
30460	lb	NT

**WASTE TIRE COLLECTOR'S**

PERMIT NO.: 20337

TRUCK # 53260

CUSTOMER: TIRE SERVICE OF FL.

ADDRESS: 1457 N. TAMiami TRL. N. FORT MYERS FL. 33903

PHONE: 941-656-2781 DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ 799.58

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: TRUCKS INC.

COMMODITY: \_\_\_\_\_

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: C.O.

WEIGHER C. Carter DATE: 5-16-05

INSERT  
SCALE TICKET  
TO HERE



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

WEIGH DATA

15054

TOTAL 277

LOOP # 25 ID 0  
LOOP # 28 ID 0

INBOUND 56280 lb

INBOUND DATE 05-17-05 TIME 04:42 PM  
OUTBOUND DATE 05-24-05 TIME 02:56 PM

56280 lb GR  
31600 lb TA  
24680 lb NT

WASTE TIRE COLLECTOR'S

PERMIT NO.: 2035

12.34

TRL # 5-2132

MATERIAL IN:

TRUCK TIRES  BUTYL TUBES   
PASSENGER TIRES  ONLY   
MIX  CHIPS   
WITH RIMS  OTHER \*   
OTHER - \_\_\_\_\_

MATERIAL OUT:

GRANULAR  STEEL   
MESH 20  FIBER   
MESH 40  CHIPS   
BUTYL TUBES  OTHER \*   
OTHER - \_\_\_\_\_

CUSTOMER: TIRE SERVICES OF FL.

ADDRESS: 1457 N. TAMiami TRL. N. FORT MYERS FL. 33903

PHONE: 941-656-2781 DRIVER: PIERRE VERMETTE

C.O.D.  BILL:  AMOUNT: \$ 642.85

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: TRUCKS INC.

COMMODITY: \_\_\_\_\_

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: C.O.

WEIGHER: C. O. DATE: 5-17-05

INSERT SCALE TICKET TO HERE



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

**MATERIAL IN:**

TRUCK TIRES	<input type="checkbox"/>	BUTYL TUBES	<input type="checkbox"/>
PASSENGER TIRES	<input checked="" type="checkbox"/>	ONLY CHIPS	<input type="checkbox"/>
MIX	<input type="checkbox"/>	OTHER *	<input type="checkbox"/>
WITH RIMS	<input type="checkbox"/>		
OTHER -	_____		

**MATERIAL OUT:**

GRANULAR	<input type="checkbox"/>	STEEL	<input type="checkbox"/>
MESH 20	<input type="checkbox"/>	FIBER	<input type="checkbox"/>
MESH 40	<input type="checkbox"/>	CHIPS	<input type="checkbox"/>
BUTYL TUBES	<input type="checkbox"/>	OTHER *	<input type="checkbox"/>
OTHER -	_____		

**WEIGH DATA**

TOTAL 2127 1505H

LOOP # 19	ID 0
LOOP # 19	ID 0

INBOUND 55420 lb

INBOUND DATE	05-25-05	TIME	03:12 PM
OUTBOUND DATE	05-25-05	TIME	03:27 PM

55420	lb	GR
29980	lb	TA
25440	lb	MT

WASTE TIRE COLLECTOR'S

PERMIT NO.: 2035

12.78

TRC NO 5208

CUSTOMER: TIRE SERVICE OF FLORIDA  
 ADDRESS: 1452 N. THURMAN TR. H. FT. MYERS, FL. 33903  
 PHONE: 941-656-2781 DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ 667.80

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: GTR.

COMMODITY: TUBES

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

WEIGHER: [Signature] DATE: 5/23/05

INSERT SCALE TICKET TO HERE

19





1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

**WEIGH DATA**

TICKET 3125 15054

LOOP # 17 TO 0  
LOOP # 17 TO 0

INBOUND 59320 lb

INBOUND DATE 05-25-05 TIME 11:47 AM  
OUTBOUND DATE 05-25-05 TIME 02:08 PM

59320 lb GR  
31880 lb TA  
27440 lb NT

WASTE TIRE COLLECTOR'S  
PERMIT NO.: 2035 13.78

TPL. NO. 55117

**MATERIAL IN:**

TRUCK TIRES  BUTYL TUBES   
PASSENGER TIRES  ONLY CHIPS   
MIX  OTHER \*   
WITH RIMS   
OTHER - \_\_\_\_\_

**MATERIAL OUT:**

GRANULAR  STEEL   
MESH 20  FIBER   
MESH 40  CHIPS   
BUTYL TUBES  OTHER \*   
OTHER - \_\_\_\_\_

CUSTOMER: TIRE SERVICES OF FLA  
ADDRESS: 1457 N. FT. MYERS, FL 33903  
PHONE: 941-656-2782 DRIVER: Thom Strickland

D.O.D.  BILL:  AMOUNT: \$ 720.30  
BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: TRUCKS INC (GTR)

COMMODITY: TIRES

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: [Signature]

WEIGHER: [Signature] DATE: 5/25/05

INSERT  
SCALE TICKET  
TO HERE

17



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

**WEIGH DATA**

15077

LOOP #	65	ID	0
LOOP #	65	ID	0

INBOUND 59980 lb

INBOUND DATE 06-01-05 TIME 11:03 AM  
 OUTBOUND DATE 06-01-05 TIME 01:51 PM

59980 lb GR  
 31800 lb TA  
 28180 lb NT

WASTE TIRE COLLECTOR'S  
 PERMIT NO.: 2035

TPL NO 5530

**MATERIAL IN:**

TRUCK TIRES  BUTYL TUBES   
 PASSENGER TIRES  ONLY CHIPS   
 MIX  OTHER \*   
 WITH RIMS   
 \*OTHER - \_\_\_\_\_

**MATERIAL OUT:**

GRANULAR  STEEL   
 MESH 20  FIBER   
 MESH 40  CHIPS   
 BUTYL TUBES  OTHER \*   
 \*OTHER - \_\_\_\_\_

CUSTOMER: TIRE SERVICES OF FL.

ADDRESS: 1457 N FT MYERS, FL 33917

PHONE: 879-357-7568 DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ 739.73

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: TRUCK WIL (GTR)

COMMODITY: \_\_\_\_\_

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: [Signature]

WEIGHER: [Signature] DATE: 6/1/05

INSERT  
SCALE TICKET  
TO HERE

65



1201 Industrial Drive  
Wildwood, FL 34785  
(952) 390-2213

WEIGH DATA

15093

TRUCK 2245  
LOOP # 43 10 0  
LOOP # 43 10 0  
WEIGHT 58900 LB

INBOUND DATE 06-09-05 TIME 09:53 AM  
OUTBOUND DATE 06-09-05 TIME 10:10 AM

58900 LB GR  
31760 LB TA  
27140 LB NT

WASTE TIRE COLLECTOR'S

PERMIT NO.: 2055

TRL 48435

MATERIAL IN:

TRUCK TIRES  BUTYL TUBES   
PASSENGER TIRES  ONLY   
MIX  CHIPS   
WITH RIMS  OTHER \*   
OTHER - \_\_\_\_\_

MATERIAL OUT:

GRANULAR  STEEL   
MESH 20  FIBER   
MESH 40  CHIPS   
BUTYL TUBES  OTHER \*   
OTHER - \_\_\_\_\_

CUSTOMER: TIRE SERVICES OFFL  
ADDRESS: 1432 N TAMiami TRL, Ft. MYERS FL 33917  
PHONE: 239-357-7448 DRIVER: Bob Pennington  
C.O.D.  BILL:  AMOUNT: \$ 712.43

INSERT SCALE TICKET TO HERE

BILL TO: \_\_\_\_\_ PAID BY: CHECK  ~~CASH~~  
SHIPPER: \_\_\_\_\_ CASH  on Acct  
CARRIER: TRUCKS INC.

COMMODITY: \_\_\_\_\_  
BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: C.O.  
WEIGHER C. Omita DATE: 6-9-05

43



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

WEIGH DATA

15108

LOOP # 6 10 0  
LOOP # 4 10 0

INBOUND 50930 lb

INBOUND DATE 06-16-05 TIME 03:28 PM  
OUTBOUND DATE 06-16-05 TIME 06:16 PM

58960 lb GR  
30480 lb TA  
28480 lb NT

WASTE TIRE COLLECTOR'S

PERMIT NO.: 2035

TRL # 5127

MATERIAL IN:

TRUCK TIRES  BUTYL TUBES   
PASSENGER TIRES  ONLY   
MIX  CHIPS   
WITH RIMS  OTHER \*   
\*OTHER - \_\_\_\_\_

MATERIAL OUT:

GRANULAR  STEEL   
MESH 20  FIBER   
MESH 40  CHIPS   
BUTYL TUBES  OTHER \*   
\*OTHER - \_\_\_\_\_

CUSTOMER: TIRE SERVICES OF FL.

ADDRESS: 1437 N. TAMiami TRL. N. FORT MYERS FL. 33917

PHONE: 941-636-2781 DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ 747.60

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: T.S.F.

COMMODITY: \_\_\_\_\_

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: C.O.

WEIGHER: C. [Signature] DATE: 6-16-05

INSERT  
SCALE TICKET  
TO HERE



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

WEIGH DATA

15108

TICKET 2310

LOOP # 8 TO 0  
LOOP # 8 TO 0

(INBOUND) 55880 lb

INBOUND DATE 06-16-05 TIME 06:37 PM  
OUTBOUND DATE 06-16-05 TIME 10:27 PM

55880 lb GR  
30760 lb TA  
25120 lb NT

WASTE TIRE COLLECTOR'S

PERMIT NO.: 2035

TRL.# 53222

MATERIAL IN:

TRUCK TIRES  BUTYL TUBES   
PASSENGER TIRES  ONLY   
MIX  CHIPS   
WITH RIMS  OTHER \*   
\*OTHER - \_\_\_\_\_

MATERIAL OUT:

GRANULAR  STEEL   
MESH 20  FIBER   
MESH 40  CHIPS   
BUTYL TUBES  OTHER \*   
\*OTHER - \_\_\_\_\_

CUSTOMER: TIRE SERVICES OF FL.  
ADDRESS: 1457 N. TAMiami TRl, N. Fort MYERS FL, 33917  
PHONE: 941-656-2781 DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ 659.40

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: TS, OF FL

COMMODITY: \_\_\_\_\_

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: C. O.

WEIGHER C. O. DATE: 6-16-05

INSERT  
SCALE TICKET  
TO HERE



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

WEIGH DATA

15132

TOTAL 2463

LOOP # 52

ID 0

LOOP # 52

ID 0

EMBOUND 52220 lb

INBOUND DATE 06-28-05 TIME 08:33 AM  
OUTBOUND DATE 06-28-05 TIME 12:44 PM

52220 lb GR

29960 lb TA

22260 lb NT

WASTE TIRE COLLECTOR'S

PERMIT NO.: H/A

TRAILER NO 5044

MATERIAL IN:

TRUCK TIRES  BUTYL TUBES ONLY   
PASSENGER TIRES  CHIPS   
MIX  OTHER \*   
WITH RIMS   
\*OTHER - \_\_\_\_\_

MATERIAL OUT:

GRANULAR  STEEL   
MESH 20  FIBER   
MESH 40  CHIPS   
BUTYL TUBES  OTHER \*   
\*OTHER - \_\_\_\_\_

CUSTOMER: TIRE SERVICES OF FLORIDA

ADDRESS: 1457 N. TAMPAWATTA TRAIL N. FLORISS, FL

PHONE: 239-357-7568 DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ 584.33

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: T.S.F.

COMMODITY: \_\_\_\_\_

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: [Signature]

WEIGHER: [Signature] DATE: 6-28-05

INSERT SCALE TICKET TO HERE

52



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

WEIGH DATA

15139

TARE 0.00  
LOOP # 91 ID 0  
LOOP # 91 ID 0

INBOUND 60120 lb

INBOUND DATE 07-01-05 TIME 08:20 AM  
OUTBOUND DATE 07-01-05 TIME 08:46 AM

60120 lb GR  
31180 lb TA  
28940 lb NT

WASTE TIRE COLLECTOR'S

PERMIT NO.: 2035

TRL # 53208

MATERIAL IN:

TRUCK TIRES  BUTYL TUBES   
PASSENGER TIRES  ONLY   
MIX  CHIPS   
WITH RIMS  OTHER \*   
\*OTHER - \_\_\_\_\_

MATERIAL OUT:

GRANULAR  STEEL   
MESH 20  FIBER   
MESH 40  CHIPS   
BUTYL TUBES  OTHER \*   
\*OTHER - \_\_\_\_\_

CUSTOMER: TIRE SERVICES OF FL.

ADDRESS: 1457 N. TAMiami TRL. N. FORT MYERS FL 33903

PHONE: 941-636-2781 DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ 759.68

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: TRUCKS INC.

COMMODITY: \_\_\_\_\_

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: C.D.

WEIGHER: C. Quintan DATE: 7-1-05

INSERT  
SCALE TICKET  
TO HERE



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

WEIGH DATA

TICKET 2584

15153

LOOP # 5 IO 0  
LOOP # 5 IO 0

INBOUND 58180 lb

INBOUND DATE 07-11-05 TIME 10:48 AM  
OUTBOUND DATE 07-11-05 TIME 03:47 PM

58180 lb GR  
29920 lb TA  
28360 lb NT

WASTE TIRE COLLECTOR'S

PERMIT NO.: \_\_\_\_\_

TRAILER NO 52169

MATERIAL IN:

- TRUCK TIRES  BUTYL TUBES
- PASSENGER TIRES  ONLY
- MIX  CHIPS
- WITH RIMS  OTHER \*
- \*OTHER - \_\_\_\_\_

MATERIAL OUT:

- GRANULAR  STEEL
- MESH 20 \*  FIBER
- MESH 40  CHIPS
- BUTYL TUBES  OTHER \*
- \*OTHER - \_\_\_\_\_

CUSTOMER: <sup>SECURE</sup> THE STATE OF FLORIDA

ADDRESS: 1457 N TAMMALL TRAIL N. FT. MYERS, FL.

PHONE: 239-357-5768 DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ 744.45

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: GTR

COMMODITY: \_\_\_\_\_

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

WEIGHER: [Signature] DATE: 7/11/05

5

INSERT  
SCALE TICKET  
TO HERE





1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

WEIGH DATA

10:00 # 87 2590

15174

1:00 # 87

10 0

1:00 # 87

10 0

INBOUND 55780 lb

INBOUND DATE 07-20-05 TIME 10:52 AM  
OUTBOUND DATE 07-20-05 TIME 03:53 PM

55780 lb GR  
30300 lb TA  
24980 lb NT

WASTE TIRE COLLECTOR'S

PERMIT NO.: N/A

TIRE NO. 53442

MATERIAL IN:

- TRUCK TIRES  BUTYL TUBES
- PASSENGER TIRES  ONLY
- MIX  CHIPS
- WITH RIMS  OTHER \*
- \*OTHER - \_\_\_\_\_

MATERIAL OUT:

- GRANULAR  STEEL
- MESH 20  FIBER
- MESH 40  CHIPS
- BUTYL TUBES  OTHER \*
- \*OTHER - \_\_\_\_\_

CUSTOMER: TIRE SERVICE OF FL.

ADDRESS: 1457 N TAMPAWATER TR. N, FT MYERS, FL.

PHONE: 239-357-7568 DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ 655.73

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: G.T.R.

COMMODITY: \_\_\_\_\_

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: [Signature]

WEIGHER: [Signature] DATE: 7/20/05

INSERT  
SCALE TICKET  
TO HERE

87



1201 Industrial Drive  
Wildwood, FL 34785  
(352) 330-2213

WEIGH DATA

15178

TICKET 2402

LOOP # 6 ID 0  
LOOP # 6 ID 0

INBOUND 54600 lb

INBOUND DATE 07-21-05 TIME 03:08 PM  
OUTBOUND DATE 07-21-05 TIME 06:47 PM

54600 lb GR  
29600 lb TA  
25000 lb HT

WASTE TIRE COLLECTOR'S

PERMIT NO.: 2035

MATERIAL IN:

TRUCK TIRES  BUTYL TUBES   
PASSENGER TIRES  ONLY CHIPS   
MIX  OTHER \*   
WITH RIMS   
\*OTHER - \_\_\_\_\_

MATERIAL OUT:

GRANULAR  STEEL   
MESH 20  FIBER   
MESH 40  CHIPS   
BUTYL TUBES  OTHER \*   
\*OTHER - \_\_\_\_\_

CUSTOMER: TIRE SERVICES OF FL.

ADDRESS: 1457 N TAMiami TRl. N. FORT MYERS FL 33903

PHONE: 941-656-2781 DRIVER: \_\_\_\_\_

C.O.D.  BILL:  AMOUNT: \$ 656.25

BILL TO: \_\_\_\_\_ PAID BY: CHECK

SHIPPER: \_\_\_\_\_ CASH

CARRIER: T.S.F.

COMMODITY: \_\_\_\_\_

BILL OF LADING:  NO#

SHIP TO: \_\_\_\_\_

APPROVED BY: C.O.

WEIGHER C. Ouster DATE: 7-21-05

INSERT  
SCALE TICKET  
TO HERE



1201 Industrial Drive  
Wildwood, FL 34785  
Phone: (352) 330-2213  
Fax: (352) 330-2214

FAX TRANSMITTAL

TO: Lora Bass  
COMPANY: DEP  
FAX NO#: 813-744-6125  
FROM: Mack Bailey  
SUBJECT: TSE tires  
DATE: 7-28-05

16 Page[s] including cover sheet. Time sent: 1:45 am (pm) By: MJB

Lora,

If you cannot read these tickets and would like us to mail you copys let me know.

*Mack Bailey*

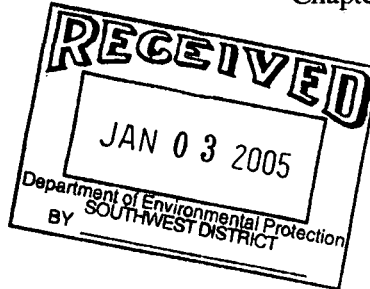
GTR means ground tire rubber

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re:

Case No. 6:01-bk-12672  
Chapter 11

Global Tire Recycling Of Sumter County  
dba Global Tire Recycling  
1201 Industrial Drive  
Wildwood, FL 34785



Debtor(s) /

**NOTICE OF EVIDENTIARY HEARING**

NOTICE IS HEREBY GIVEN that a hearing in this case will be held on January 13, 2005 at 01:00 PM in Courtroom B, 5th Floor, 135 W. Central Blvd., Orlando, FL 32801 to consider and act upon the following and transact such other business that may come before the court:

**FINAL MOTION/APPLICATION TO PAY AWARD OF FEES AND EXPENSES OF GBR  
INFORMATION SERVICES AS BALLOTING AGENT FOR CHAPTER 11 TRUSTEE  
(DOCUMENT NO. 416).**

Appropriate Attire. You are reminded that Local Rule 5072-(b)(16) requires that all persons appearing in Court should dress in business attire consistent with their financial abilities. Shorts, sandals, shirts without collars, including tee shirts and tank tops, are not acceptable.

Avoid delays at Courthouse security checkpoints. You are reminded that Local Rule 5073-1 restricts the entry of cellular telephones and, except in Orlando, computers into the Courthouse absent a specific order of authorization issued beforehand by the presiding judge. Please take notice that as an additional security measure a photo ID is required for entry into the Courthouse.

**\*\*\* NOTICE REGARDING EXHIBITS FOR EVIDENTIARY HEARINGS \*\*\***

In accordance with Local Rule 9070-1, all exhibits must be pre-marked. A list of exhibits must also be filed, listing pertinent information in the manner described in subsection (d) of this rule.

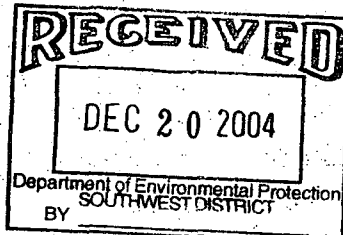
All parties intending to file exhibits are hereby notified that if such exhibits and discovery materials are not removed within **thirty (30) days** after an order or judgment concluding this matter has been entered, including the entry of an order determining any post-judgment motions, provided that no appeal is pending or has been taken, the Clerk will destroy exhibits without further notice. Parties should contact the Clerk to make arrangements to reclaim exhibits during the 30-day limit set herein.

DATED on December 28, 2004 .

**BY THE COURT**

David K Oliveria , Clerk of Court  
135 West Central Boulevard Suite 950  
Orlando, FL 32801

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION



In re:

GLOBAL TIRE RECYCLING OF SUMTER  
COUNTY, d/b/a GLOBAL TIRE RECYCLING,

CASE NO.: 6:01-bk-12672-KSJ

Debtor:

Chapter 11

**FINAL APPLICATION OF GBR INFORMATION SERVICES  
FOR AWARD OF FEES AND EXPENSES  
AS BALLOTING AGENT FOR CHAPTER 11 TRUSTEE**

GBR Information Services makes this Final Application for Award of Fees and Expenses as Balloting Agent for Chapter 11 Trustee in the amount of \$10,000.00 in fees, plus \$3,066.00 in expenses for a total amount of \$13,066.00, less retainer received in the amount of \$1,500.00 for a total award of \$11,566.00, and in support of this Application states:

**I. GENERAL INFORMATION CONCERNING THIS APPLICATION**

1. This is the first and final application for services rendered by GBR Information Services ("GBR" or "Applicant") as Balloting Agent to the Trustee in this case.

**II. BACKGROUND AND SUMMARY OF APPLICANT'S EFFORTS**

2. On December 21, 2001, the above-captioned Bankruptcy case commenced with the filing of a Voluntary Petition.
3. On September 5, 2003, Robert Morrison was appointed as Chapter 11 Trustee.
4. GBR was employed as Balloting Agent to the Trustee to assist him in fulfilling his duties as Trustee by Order dated May 27, 2004 (Doc. # 344).

Application of GBR

**III. DESCRIPTION OF APPLICANT'S SERVICES**

5. In general, GBR's services to the Chapter 11 Trustee included, without limitation, the following:

- a. Identify the Bondholders;
- b. Assist in preparation of Bondholder Ballot and Master Ballot;
- c. Distribute Solicitation Package to the Bondholders;
- d. Solicit responses from the Bondholders;
- e. Prepare tabulation of the responses received from the Bondholders; and
- f. Certify the results for presentation to the Court.

**IV. FEE APPLICATION GUIDELINES**

In connection with this fee application, Applicant submits as follows:

6. All services for which compensation is requested were performed on behalf of the Trustee and not on behalf of any committee, creditor, or other person and did not duplicate those of the Trustee.
7. The fees charged by GBR are reasonable and well within the range of fees normally charged for services of this kind rendered in similar cases.
8. The total compensation and reimbursement of fees requested by Applicant is \$10,000.00, of which \$1,500.00 has been paid.

Application of GBR

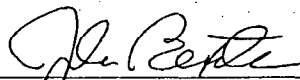
-2-

9. Applicant also requests approval of the reimbursement of expenses in the amount of \$3,066.00, as more particularly described in the attached Exhibit "A."

WHEREFORE, Applicant requests that it be allowed compensation in the amount of \$10,000.00 and reimbursement of expenses in the amount \$3,066.00, for a total award sought of \$13,066.00.

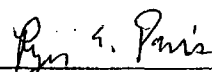
I, John Baxter, certify under penalty of perjury that the information contained in the foregoing Application and its exhibit is true and correct to the best of my knowledge, information and belief.

Dated this 14<sup>th</sup> day of December, 2004.

  
\_\_\_\_\_  
John Baxter  
GBR Information Services  
160 East 48<sup>th</sup> Street  
New York, NY 10017

CERTIFICATE OF SERVICE

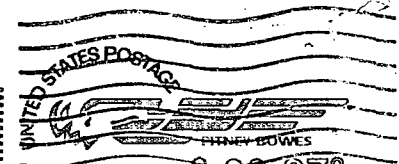
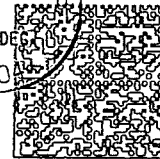
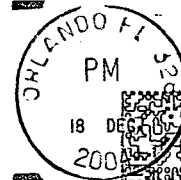
I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to all parties listed on the all creditors matrix attached hereto on this 17 day of December, 2004.

  
\_\_\_\_\_  
Ryan E. Davis

Winderweedle, Haines, Ward & Woodman, P.A.  
P.O. Box 1391  
Orlando, FL 32802-1391

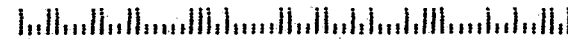
w

Department Of Environmental Protect  
3804 Coconut Palm Dr  
Tampa, Fl 33619



02 1A \$00.37<sup>0</sup>  
0004341459 DEC 17 2004  
MAILED FROM ZIP CODE 32801

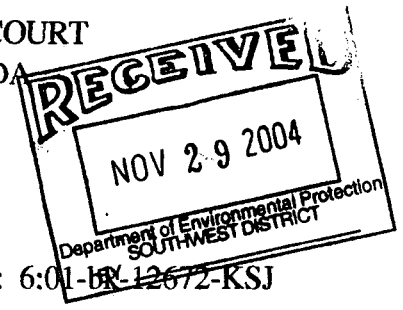
33619+1391





Global Tire  
permit file

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION



In re:

GLOBAL TIRE RECYCLING OF SUMTER  
COUNTY, d/b/a GLOBAL TIRE RECYCLING,

CASE NO.: 6:01-bk-12672-KSJ

Debtor.

Chapter 11

**ORDER CONFIRMING CHAPTER 11 TRUSTEE'S  
SECOND AMENDED PLAN OF REORGANIZATION**

THIS CAUSE came on for hearing on November 17, 2004, to consider the following matters:

- (a) Confirmation of the Chapter 11 Trustee's Second Amended Plan of Reorganization dated September 2, 2004 ("Plan") (Docket No. 365).
- (b) Chapter 11 Trustee's Motion for Cramdown of Classes 4 through 7 (Docket No. 402);
- (c) Chapter 11 Trustee's Motion for Cramdown of Class 12 (Docket No. 403);
- (d) Chapter 11 Trustee's Motion for Cramdown of Class 9 (Docket No. 404);
- (e) Chapter 11 Trustee's Motion for Cramdown of Class 13 (Docket No. 405);
- (f) Chapter 11 Trustee's Motion for Cramdown of Class 14 (Docket No. 406; and
- (g) Official Committee of Bondholders Objection to Proposed Plan Releases (Docket No. 392).

At the hearing, the Trustee was represented by Bradley Saxton, Esquire and Ryan E. Davis, Esquire; the Official Committee of Bondholders was represented by Larry Foyle, Esquire; the Bank of

New York was represented by Robert Glenn and Amy Lowen; and Miriam Suarez, Esquire, appeared as attorney advisor on behalf of the U.S. Trustee. After due and sufficient notice to all Creditors, holders of Equity Interests, and interested parties, and a hearing before this Court, the Court, having determined there to be sufficient cause, makes the following findings:

**Findings of Fact**

A. The Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code on December 21, 2001 (the "Petition Date").

B. The Court duly appointed Robert Morrison as Chapter 11 Trustee by Order dated September 5, 2003 ("Chapter 11 Trustee").

C. This Court has jurisdiction over the Debtor, the Debtor's Chapter 11 case; all of the Debtor's property, contracts, and assets, wherever located; all Claims against and Equity Interests in the Debtor; and all Creditors of and holders of Equity Interests in the Debtor, pursuant to 28 U.S.C. § 1334. Confirmation of the Plan is a "core proceeding" pursuant to, without limitation, 28 U.S.C. §§ 157(b)(2)(A), (L) and (O). This Court has jurisdiction to enter a final Confirmation Order with respect thereto.

D. The Court held a hearing on November 17, 2004, at which time the Chapter 11 Trustee announced in open Court that he had resolved all outstanding objections to the Plan. At the Confirmation Hearing, the Court considered evidence proffered by counsel for the Chapter 11 Trustee, arguments of other counsel, the Confirmation Affidavit, the settlements announced in open Court, and the record from which she made findings of fact and conclusions of law in open Court determining that the requirements for Confirmation set forth in Section 1129(a) had been met.

E. The Court finds that the Plan and this Confirmation Order are binding upon any and all

Creditors, parties in interest and holders of Equity Interests. The Court further finds that all of the provisions of the Plan are fair, equitable, reasonable, and proper, are in the best interests of the Debtor's Estate and Creditors, parties in interest and holders of Equity Interests, and are necessary and material conditions precedent to the closing of the transactions contemplated by the Plan.

F. The Court also finds that, pursuant to 11 U.S.C. § 1123(b)(3) and Fed.R.Bankr.P. 9019(a), the Chapter 11 Trustee has demonstrated that each of the compromises and settlements referenced in the Plan are in the best interests of the Debtor's Estate and Creditors and holders of Equity Interests.

G. The Chapter 11 Trustee has acted in good faith and complied in all respects with § 1125 of the Bankruptcy Code; Bankruptcy Rules 3017, 3018, and 3019; all procedural orders of this Court, including those Orders related to service of the Plan and Notice of the Confirmation Hearing; all other applicable provisions of the Bankruptcy Code; and all other applicable laws, rules, and regulations.

H. The Plan complies with each of the applicable provisions of Title 11 of the United States Code, including without limitation the provisions of 11 U.S.C. §§ 1122 and 1123.

I. The Plan has been proposed in good faith and not by any means forbidden by law.

J. Any payment made or to be made by the Debtor, the Reorganized Debtor, or by a person acquiring property under the plan, for services or costs and expenses in connection with the case, or in connection with the Plan and incident to the case, has been approved by, or is subject to approval of, the Court as reasonable.

K. All fees payable under 28 U.S.C. § 1930 are to be paid by the Debtor on or before the Effective Date.

L. Based upon the modifications to Article XII of the Plan (the release provision) as set forth in Ordered Paragraph 14, all objections to confirmation are either moot or overruled with prejudice.

M. With respect to the confirmation of the Plan, all other requirements of 11 U.S.C. § 1129 have been met.

Accordingly, and for the reasons stated orally and in open Court, it is

**ORDERED, ADJUDGED, AND DECREED** as follows:

1. The findings of fact set forth in this Confirmation Order be, and the same hereby are, ratified and adopted as findings of this Court and are incorporated herein.

2. To the extent any of the findings of fact set forth above are deemed to be conclusions of law, such findings of fact are hereby confirmed as conclusions of law.

3. The Motions to Cramdown Classes 4 through 7 (Docket No. 402), Class 13 (Docket No. 405), and Class 14 (Docket No. 406) are granted. The Motions to Cramdown Classes 9 (Docket No. 404) and 12 (Docket No. 403) are denied as moot. Class 12 is deemed to have accepted the Plan.

4. The Plan is confirmed in all respects, except as otherwise noted herein.

5. The Debtor and each of its officers, directors, agents, attorneys and authorized representatives are authorized, empowered and directed, subject to the conditions set forth in the Plan, to take all such steps as may be necessary to effectuate and implement the Plan, including, without limitation, the execution and delivery of all instruments of transfer and other documents necessary to implement the Plan and the transactions contemplated thereby. The Debtor may specifically execute and deliver any notes, mortgages, or other loan documents necessary to effectuate the treatment of the Bondholders under the Plan and amend the bylaws or articles of incorporation of the Debtor as necessary to effectuate the

Plan.

6. To facilitate the Debtor's issuance of stock as contemplated by the Plan, GBR Information Services shall provide the Debtor with a current list of all Bondholders. The Debtor shall keep the identities of the Bondholders confidential.

7. The Exit Financing contemplated by the Plan is conditionally approved by this Court, subject to final review once the Reorganized Debtor has obtained a commitment. The Exit Financing may be approved by negative notice, with twenty days notice to all creditors on the matrix, if no objections are filed within the time permitted, and the Court may enter any order necessary to effectuate the Exit Financing, provided that the Exit Financing closes by March 31, 2005.

8. All settlements, agreements, and compromises provided for under the Plan, and all transactions, documents, instruments, and agreements referred to therein, contemplated thereunder or executed and delivered therewith, and any amendments or modifications thereto in substantial conformity therewith, are hereby approved, and the Debtor and the other parties thereto are authorized and directed to enter into them and to perform thereunder according to their respective terms.

9. Pursuant to Section 1146(c) of the Bankruptcy Code, the making or delivery of any instrument or instruments of mortgage, lien, or encumbrance made in anticipation of the Confirmation and consummation of, the Plan, including but not limited to any and all promissory notes, mortgages, financing statements, and security agreements – shall not be taxed under any law imposing any recording, registration, or stamp tax or fee, or any similar tax or fee, including any applicable transfer taxes or fees and mortgage recording taxes or other fees.

10. Pursuant to Section 1146(c) of the Bankruptcy Code, all filing officers shall be, and hereby

are, directed to accept from the Debtor or the Reorganized Debtor, and its agents and attorneys for recording and shall record such documents and instruments: (i) which may be required to effectuate any provision of the Plan, (ii) which may be required to effectuate the imposition, continuation, or refinance of any Lien, mortgage, or Claim, and (iii) as are customarily recorded in connection with commercial or real estate transactions in Florida, immediately upon presentation thereof at any time after the date of this Confirmation Order, unconditionally and without reservation, without the presentation of any affidavits, instruments, or returns otherwise required for recording or filing and without the assessment or payment of any stamp tax, transfer tax or similar tax imposed by any state, local, or other law.

11. A copy of this Confirmation Order shall be served on all Creditors, holders of Equity Interests and parties in interest in this case.

12. Notwithstanding any provision to the contrary in the Plan or any related documents, the Debtor shall timely pay to The Bank of New York, as indenture trustee (the "Indenture Trustee"), together with any successor indenture trustee, under those two Trust Indentures dated as of June 1, 1997 and September 2, 1998 between the Sumter County Industrial Development Authority and The Bank of New York as trustee (together, the "Indentures"), the fees and expenses of the Indenture Trustee which are incurred on and after the date this Order is entered (the "Order Date"), and such payment shall be pursuant to the terms of the Indentures.

13. Notwithstanding any provision to the contrary in the Plan or any related documents, including without limitation Sections 10.09 and 11.02 of the Plan, the Indentures shall remain in full force and effect and the Indenture Trustee shall continue to have all rights, interests, liens, property, remedies,

protections and privileges accorded it under the Indentures, subject to modification solely as to priority of liens if Exit Financing is approved by the Court within the parameters set forth in the Plan. The loan agreement, promissory note, and mortgage to be executed by and between the Indenture Trustee and the Debtor pursuant to the Plan (the "New Loan Documents") shall be subject to and governed by the terms and provisions of the Indentures; however, subject to payment of all amounts due to the Indenture Trustee under the Indentures incurred on and after the Order Date (with payment for the Indenture Trustee's fees and expenses incurred prior to the Order Date to be dealt with in the New Loan Documents), the Debtor shall not be deemed to have committed a payment default under the Indentures or documents related to the Indentures if the Debtor has made all payments called for by the New Loan Documents. The Indenture Trustee retains the right to object to the terms of the New Loan Documents, as they have not yet been submitted to the Indenture Trustee.

14. Article XII of the Plan providing for the release provision is clarified to exclude releases for willful misconduct or gross negligence and to insert the Indenture Trustee as a party who is entitled to rely upon the advice of its counsel. The clarified provision is as follows:

None of the Debtor, the Estate, the Indenture Trustee, the Bondholders' Committee, the Chapter 11 Trustee or any of their respective members, officers, directors, employees, advisors, professionals or agents shall have or incur any liability to any holder of a Claim or Interest for any act or omission in connection with, related to, or arising out of the Case, the pursuit of confirmation of the Plan, the consummation or administration of the Plan, or property to be distributed under the Plan, except for willful misconduct or gross negligence, and in all respects, the Debtor, the Estate, the Indenture Trustee, the Bondholders' Committee, the Chapter 11 Trustee and each of their respective members, officers, directors, employees, advisors, professionals or agents shall be entitled to rely on the advice of their respective counsel with respect to their duties and

responsibilities during the Case under the Plan.

15. Unless otherwise specified in the Plan, all executory contracts and leases are deemed rejected as of the date of the entry of this Order. Claims for rejection damages shall be filed within thirty days of the date of this Order or will be deemed extinguished.

16. In the event the Debtor fails to follow the provisions of Local Rule 3022-1, the Debtor shall file a report within ninety (90) days from the date of this Order of Confirmation, setting forth the progress made in consummating the Plan. The report shall include: (1) a statement of distribution by class, name of creditor, date of distribution, and amount paid; (2) a statement of transfer of property; and (3) a statement of affirmation that the Debtor has substantially complied with the provisions of the Confirmed Plan.

17. Quarterly fees shall continue to accrue in accordance with applicable law. All fees accruing post-petition as calculated based on ordinary course disbursements and disbursements under the Confirmed Plan shall be paid to the United States Trustee until the entry of the Final Decree.

18. Any administrative expenses approved by this Court shall be paid within ten days of entry of the Confirmation Order, unless otherwise agreed by the parties.

19. The Court retains jurisdiction for any and all matters that may come before the Court in the Administration of the Plan of Reorganization and pursuant to the Order of Confirmation, specifically including but not limited to, the jurisdiction to determine all objections that have heretofore been or may be filed to claims of creditors herein; to fix and award all compensation to parties who may be entitled; to hear and determine all questions concerning the assets or property of the Debtor, including any questions relating to any sums of money, services, or property due to the Debtor; determine all matters of any nature or type necessary or appropriate to carry out the Plan; and to approve Exit Financing provided that its terms are

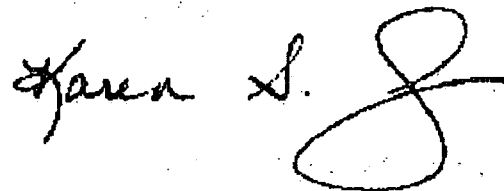


consistent with those terms set forth in the Plan.

20. The failure to reference or discuss any particular provision of the Plan in this Confirmation Order shall have no effect on the validity, binding effect, and enforceability of such provision and such provision shall have the same validity, binding effect, and enforceability as every other provision of the Plan.

21. Upon the date of the signing of this Order, the Bondholders' Committee is deemed dissolved.

DONE AND ORDERED at Orlando, Florida, on the 23rd day of November, 2004.



---

KAREN S. JENNEMANN  
United States Bankruptcy Judge

Copies furnished to:

Bradley M. Saxton, Esquire  
Ryan E. Davis, Esquire  
Robert B. Morrison, Trustee  
Larry M. Foyle, Esquire  
Amy Lowen, Esquire  
United States Trustee

All parties listed on the All Creditors matrix, Equity Security Holders matrix, Notice of Appearance matrix, and Creditors' Committee matrix

FRI-43015 113A-6 pdfdoc 01-12672  
Peter N Hill  
1851 West Colonial Drive  
Orlando, FL 32804

031058 31058 1 AT 0.292 33619 5 2 4761-1-31372



Department Of Environmental Protect  
3804 Coconut Palm Dr  
Tampa, FL 33619-1352

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re:

GLOBAL TIRE RECYCLING OF SUMTER  
COUNTY, d/b/a GLOBAL TIRE RECYCLING,

Debtor.

CASE NO.: 6:01-bk-12672-KSJ

Chapter 11

**CHAPTER 11 TRUSTEE'S MOTION FOR CRAMDOWN**  
**(Hearing on Confirmation Scheduled for Wednesday, November 17, 2004)**

CHAPTER 11 TRUSTEE, ROBERT B. MORRISON, by and through his undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 1129(b)(2)(B)(ii), for Cramdown of Class 12 of the Chapter 11 Trustee's Second Amended Plan of Reorganization dated September 2, 2004 ("Plan"), and, as grounds therefore, states as follows:

1. On December 21, 2001, the above captioned bankruptcy case commenced with the filing of a petition under Chapter 11, of Title 11, of the United States Code. On September 5, 2003, the Court appointed Robert B. Morrison as the Chapter 11 Trustee ("Chapter 11 Trustee").

2. On November 17, 2004, this Court will hold a Confirmation Hearing, at which the Chapter 11 Trustee anticipates that all the requirements for confirmation will be demonstrated to have been met except the requirement that all classes of claims accept the Plan, 11 U.S.C. § 1129(a)(8). In particular, Class 12 did not vote on the Plan, which is the class of unsecured non-priority, non-insider creditors with claims of more than \$1,000.00.

3. With respect to Class 12 the Plan does not discriminate unfairly and is fair and equitable as the holder of any claim or interest junior to the Class 12 claims will not receive or retain under the plan on account of such junior claim or interest. 11 U.S.C. § 1129(b)(2)(B)(ii)

4. Accordingly, this Court may confirm the Amended Plan over the non-acceptance by Class 12 pursuant to 11 U.S.C. §§ 1129(b)(2)(B)(ii).

WHEREFORE, the Chapter 11 Trustee respectfully requests this Court grant its Motion and cramdown the Chapter 11 Trustee's Second Amended Plan as to Class 12 pursuant to 11 U.S.C. §§ 1129(b)(2)(B)(ii) and for such other and further relief as is just and proper in the circumstances.

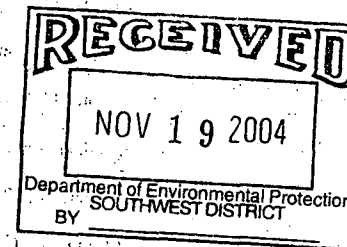
DATED this 16th day of November, 2004.

Respectfully submitted,

WINDERWEEDLE, HAINES, WARD  
& WOODMAN, P.A.  
Post Office Box 1391  
Orlando, FL 32802-1391  
(407) 423-4246  
(407) 423-7014 (facsimile)  
Attorneys for Chapter 11 Trustee

By: /s/ Ryan E. Davis

BRADLEY M. SAXTON  
Florida Bar No. 0855995  
RYAN E. DAVIS  
Florida Bar No. 0179851



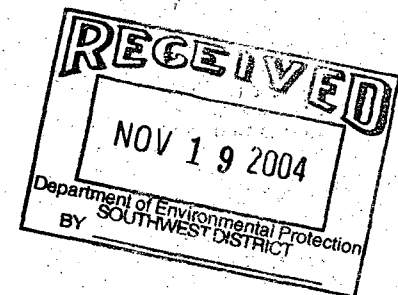
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the Motion for Cramdown has been sent by U.S. Mail to all creditors on the attached mailing matrix and electronic transmission to Peter Hill, Amy Lowen, Larry Foyle, and the U.S. Trustee on November 16, 2004.

/s/ Ryan E. Davis  
Ryan E. Davis, Esquire

el Matrix for USBC dle District of Florida e 6:01-bk-12672 Nov 16 13:33:41 EST 2004	A.r.m.i. 601 E. Exchange St. Akron, Oh 44306.	Action Equipment Co. PO Box 3100 Newberg, Or 97132	Citicapital Commercial Corp. Attn: Bankruptcy Unit Po Box 141029 Irving, TX 75014-1029	Citifactors Financial Corp. 0.000000e+00uler/American Credit Indemnity 100 E. Pratt St., 5th Flr. Baltimore, MD 21202	Coastal Plastics Corp. Undeliverable
ion Welding Supply Inc. Box 37089 ksonville, Fl 32236--7089	Admiral Security Services PO Box 79776 Baltimore, Md 21279-0776	Advantage Transport PO Box 16006 Phoenix, Az 85011	Coca-cola Corporation P. O. Box 102519 Atlanta, Ga 30368--0519	Jay M Cohen PO Box 2210 Winter Park, FL 32790-2210	Dallas & Mavis 625 - 55th Street Kenosha, Wi 53140
es Box 4277 leah, Fl 33014--0277	American Express Travel Related C/o Beckett & Lee Lip Po Box 300 Dept Malvern, PA 19355-0701	American Packaging Capital PO Box 41647 Philadelphia, Pa 19101--1647	Ryan E Davis Winderweedle Haines Ward & Woodman PA Post Office Box 1391 Orlando, FL 32802	Delux Business Forms P.O. Box 742572 Cincinnati, Oh 45274--4572	Department Of Environmental Protect 3804 Coconut Palm Dr Tampa, Fl 33619
chie Collum Trust tn: Archie Collum 95 Richbrier Road lton, FL 32570	Associates Capital Bk /office Depot PMB 1104 7920 NW 110th Street Kansas City MO 64153-1270	B.a.g. Corp-international 11510 Data Drive Dallas, TX 75218	Direct Safety Company P.O. Box 44989 Madison, Wi 53744--4989	Eagle Fire Protection Inc. P. O. Box 783067 Winter Garden, Fl 34778--3067	Erm 9501 Princess Palm Ave. Tampa, Fl 33619
nk Of New York o Robert B Glenn 0 S Ashley Dr, ste 1300 mpa, FL 33601-3333	Bellsouth PO Box 70807 Charlotte, Nc 28272--0807	Bellsouth Consolidated Bankruptcy Center 301 W. Bay St. Room 12eel Bst Jacksonville, FL 32202	Euler Hermes ACI 800 Red Brook Blvd Owings Mills, MD 21117	Fairbanks Scales Inc. 821 Locust Kansas City, Mo 64106	Federal Express P.O. Box 1140 Memphis, Tn 38101--1140
llsouth Regional Bankruptcy Cntr dd1 - 301 W. Bay St. cksonville, Fl 32202	Belzona North Florida PO Box 115 Gulf Breeze, Fl 32562-0115	Resco Electric P.O. Box 491366 Leesburg, Fl 34748	Fisher Scientific Gary Barnes, Reg. Credit Manager 2000 Park Lane Pittsburgh, PA 15275	Fisher Scientific P.O. Box 360153 Pittsburgh, Pa 15250--6153	Florida Coca-cola.Bottling Co. 100 Tampa Oaks Blvd. Ste. 350 Tampa, Fl 33637
rkett Engineering Inc. O. Box 610190 cee, Fl 34761	Bondholders Committee c/o Larry M. Foyle Esq PO Box 800 Tampa, FL 33601	Bowen & Campione P. A. 600 Jennings Ave. Eustis, Fl 32726	Florida Department Of Revenue Bankruptcy Unit Po Box 6668 Tallahassee, FL 32314-6668	Florida Flatbed Freightways P.O. Box 7488 Zephyrhills, Fl 33543	Florida Power Corp. PO Box 33199 St. Petersburg, Fl 33733
Holdings Llc tn: Derek Parrish, Member Court Square ntgomery, AL 36104	Bulkmatic 135 S. Lasalle St., Dept. 5275 Chicago, IL 60674-5275	Business Techs P.O. Box 86 Eustis, Fl 32727--0086	Larry M. Foyle Kass Shuler Solomon, Spector Foyle et al P O:Box. 800. Tampa, FL 33601	Freeman & Freeman P.O. Box 585 Stuttgart, Ar 72160	Robert B Glenn Glenn Rasmussen Fogarty & Hooker, PA 100 South Ashley Drive, Suite 1300 Tampa, FL 33602
than A. Carney enam Kemker Scharf et al 1 E. Kennedy Blvd., Ste. 2700 mpa, FL 33601	Caterpillar Financial Servic P.O. Box 905561 Charlotte, Nc 28290--5561	Central Florida Graphics P.O. Box 1990 Bushnell, Fl 33513-0108	Global Recycling Co. Hig. Karim, President P.O. Box 952427 Lake Mary, FL 32795--2427	Global Tire Recycling Of Sumter County 1201 Industrial Drive Wildwood, FL 34785	Gold Cup Coffee Services P.O. Box 409386 Atlanta, GA 30384-9386
ntrol Hydraulics Hose & Ac 0 Thomas Ave. esburg, Fl 34748	Cheetah Transport PO Box 3068 Mooresville, Nc 28117	Cintas Corporation 4392 34th St. Orlando, Fl 32811	Greenberg Traurig 1221 Brickell Ave. Miami, Fl 33131	Brendan P Greene 145 Kingfisher Dr Middletown, NJ 07748	Peter N Hill Wolff Hill McFarlin & Herron PA 1851 West Colonial Drive Orlando, FL 32804

ll Manufacturing Co. 00 Jonesboro Road Se lanta, Ga 30315	Hub City P.O. Box 3609 Lake City, Fl 32056	Internal Revenue Service Atlanta, Ga 39901	Russell's Heating & Air Cond 3731 N. U.s. Hwy 301 Wildwood, Fl 34785	Bradley M Saxton Post Office Box 1391 Orlando, FL 32802	Site Tech Of Centrall 91 Inc. 1975 Piper Lane Inverness, Fl 34450
Internal Revenue Service Special Procedures Branch 10 W. Bay St, Mail Code 572 Jacksonville, FL 32202--4437	Irs Special Procedures 400 W Bay Street, Suite 35045 Jacksonville, Fl 32202-4437	J. M. Huber Corporation 4401 Northside Pkwy Ste. 600 Atlanta, Ga 30327	Sprint 6330 Sprint Parkway M/s: Ksopha0216-2b618 - Bankruptcy Overland Park/s, KS 66251	Sprint PO Box 152046 Irving, Tx 75015--2046	Miriam G. Suarez United States Trustee 135 W. Central Blvd Ste 620 Orlando, Fl 32801
t Mro Inc. 35 Ft. Carline Road, S-10 Jacksonville, Fl 32277	John Ashcroft Attorney Gen 10th St & Constitution Ave Room 5111 Washington, DC 20530	John S. Schoene Esq. A/f Citicapital Commercial Corp. 230 Lookout Place, #200 Maitland, FL 32751	Suburban Propane 412 S Main Street Wildwood, Fl 34785	Sumter County Tax Collector 209 North Florida Street Bushnell, Fl 33513	Sumter County Tax Collector Tom Swain 209 N. Florida Street, Rm 10 Bushnell, FL 33513
Rodney May Esq onek & Latham, LLP o. Box 3353 lando, FL 32802-3353	Keith Mitnik P.O. Box 4979 Orlando, Fl 32802-4979	Kenneth Dixon C/o Donald Van Dingenen, Esq 1099 West Morse Blvd Winter Park, FL 32789	Warren L Tedder 11 South Bumby Ave, ste 200 Orlando, FL 32803	Telemetric Systems Inc. 100 Candace Dr., Unit 108 Maitland, Fl 32751	The Bank Of New York Truste Attn: Loretta A. Lundberg,v 5 Penn Plaza-13th Floor New York, NY 10001
ke Centre For Rehabilitati 0 North Boulevard West, s-d esburg, Fl 34748	Lake County Paper & Products P.O. Box 86 Eustis, Fl 32727--0086	Lintech International P.O. Box 10225 Macon, Ga 31297	The Bank of New York 450 S Orange Ave, ste 650 Orlando, FL 32801	The Official Committee of Bondholders c/o Larry M Foyle PO Box 800 Tampa, FL 33601	Tire Resources Systems Inc Undeliverable
y E Lowen eenberg Traurig PA 0 South Orange Avenue ite 650 lando, FL 32801	Mac Cauley U.s. Attorney 80 North Hughey Ave Room 201 Orlando, Fl 32801	Mac Equipment Inc. P.O. Box 930510 Kansas City, Mo 64193	True Temp Inc. 216 S. 6th Street Leesburg, Fl 34748	United States Trustee 135 W. Central Blvd., Suite 620 Orlando, FL 32801	United States Trustee 135 W Central Blvd., Ste 620 Orlando, Fl 32801
ller Bearings S. Westmoreland Dr. lando, Fl 32805	Robert B Morrison 11 South Bumby Ave, ste 200 Orlando, FL 32803	Msc Dept Choo75 Palatine, Il 60055-0075	Usa Credit Bureau 791 Ne 5th Street Crystal River, Fl 34429	Valley Naional Gases P.O. Box 710857 Columbus, Oh 43271--0857	W. W. Stuart P.O. Box 417 East Palatka, Fl 32131
tional Consulting Corp. 9 Sw31 Rd ami, Fl 33129	Nations Rent 4351 Equity Dr. Columbus, Oh 43228	On The Road Transportation 6023 26th Street #193 Bradenton, Fl 34207	Warren S. Bloom Esq. A/f The Bank Of New York 450 S. Orange Avenue, Suite 510 Orlando, FL 32801	Waste Management 2421 West Peoria Ave Phoenix, AZ 85029	Waste Management C/o Dan L. McGinnis 186 Nw 68th Avenue Ocala, FL 34482
ckaging Concepts Inc. 00 Cleveland St. suite 420. rginia Beach, Va 23462	Pitney Bowes P.O. Box 856390 Louisville, Ky 40285--5390	Pritchett Trucking Inc. 1050 Se 6h St. Lake Butler, Fl 32054	West Coast Plastics 6122 Washington Blvd. Culver City, Ca 90232	Western Resource Management, Inc. c/o Larry M. Foyle P.O. Box 800 Tampa, FL 33601-0800	Xpect First Aid 2942 Dawn Road Jacksonville, Fl 32207
rchase Power J. Box 856042 isville, Ky 40285	Quest Diagnosis Clinical Lab. Inc. 2750 Monroe Blvd Attn:mail Code -mr-400 Norristown, PA 19403	Robert B. Glenn Esq. A/f Bank Of New York 100 South Ashley Dr., Ste. 1300 Tampa, FL 33602			



permit file

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re:

GLOBAL TIRE RECYCLING OF SUMTER  
COUNTY, d/b/a GLOBAL TIRE RECYCLING,

CASE NO.: 6:01-bk-12672-KSJ

Debtor.

Chapter 11

**AMENDED NOTICE OF HEARING**

(Amended as to amount of fees and costs of WHWW  
and additional application of W. Kent West)

NOTICE IS HEREBY GIVEN that a hearing in the above-captioned matter will be held before the Honorable Karen S. Jennemann, in Courtroom B, 5th Floor, 135 W. Central Blvd, Orlando, FL 32801, on **November 17, 2004 at 11:00 a.m.** to consider and act upon the following:

1. *Amended Final Application of Winderweedle, Haines, Ward & Woodman, P.A., for Award of Attorneys' Fees and Costs, totaling \$134,171.38;*
2. *Final Application of Tedder, James, Worden & Associates, P.A. for Award of Fees and Costs, totaling \$35,504.19;*
3. *Trustee's Application for Final Compensation totaling \$137,199.00;*
4. *Final Application for Compensation for Kass, Shuler, Solomon, Spector, Foyle and Singer, P.A., as Successor Attorneys for the Official Bondholder's Committee for Award of Attorneys' Fees and Costs totaling \$59,254.13;*
5. *Brendan Greene's Final Application for Reimbursement of out of Pocket Costs and Expenses of the Official Bondholder's Committee Members totaling an amount up to \$11,161.54;*
6. *Ellis G. Bauereis Final Application for Reimbursement of out of Pocket Costs and Expenses of the Official Bondholder's Committee Members totaling \$1,670.40; and*

7. *Application for Substantial Contribution to W. Kent West as Consultant for Official Committee of Bondholders totaling \$134,400.00;*

and such other business as may properly come before the Court.

Dated this 8<sup>th</sup> day of November, 2004.

By: /s/ Ryan E. Davis

RYAN E. DAVIS

Florida Bar No. 0179851

**Winderweedle, Haines, Ward  
& Woodman, P.A.**

Post Office Box 1391

Orlando, FL 32802-1391

(407) 423-4246

Attorneys for Chapter 11 Trustee

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of November, 2004, a true and correct copy of the NOTICE OF HEARING has been furnished by U.S. Mail to:

- **Global Tire Recycling of Sumter County**, d/b/a Global Tire Recycling, 1201 Industrial Drive, Wildwood, FL 34785;
- **Larry M. Foyle**, Esquire, P.O. Box 800, Tampa, FL 33601;
- **Warren S. Bloom**, Esquire, 450 S. Orange Ave., Ste. 510, Orlando, FL 32801; and
- **All Creditors** listed on the mailing matrix which is attached to the original of this Notice

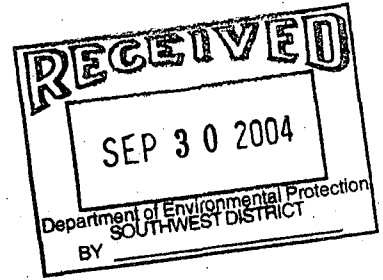
and Via Electronic Transmission to:

- **Peter N. Hill**; and
- **U.S. Trustee**

By: /s/ Ryan E. Davis

RYAN E. DAVIS

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION



In re:

GLOBAL TIRE RECYCLING OF SUMTER  
COUNTY, d/b/a GLOBAL TIRE RECYCLING,

CASE NO.: 6:01-bk-12672-KSJ

Debtor.

Chapter 11

---

**SUPPLEMENTAL NOTICE OF HEARING ON CONFIRMATION OF PLAN  
OF REORGANIZATION AND NOTICE THAT CHAPTER 11 TRUSTEE'S  
PLAN OF REORGANIZATION PROVIDES FOR AN INJUNCTION**

Chapter 11 Trustee, Robert B. Morrison, by and through his undersigned counsel, files this Notice that:

1. Hearing on the Confirmation of the Chapter 11 Trustee's Second Amended Plan ("Plan") is set for **November 17, 2004 at 11:00 a.m.**, in Courtroom B, 5<sup>th</sup> Floor, 135 W. Central Blvd., Orlando, FL 32801;

2. *Please be advised that the Plan proposes an Injunction that absolves the Debtor, the Estate, the Continuing Estate Representative, the Indenture Trustee, and Bondholders' Committee, and the Chapter 11 Trustee, or any of their respective members, officers, directors, employees, advisors, professionals, or agents of any liability in connection with, related to, or arising out of the bankruptcy case, except for willful misconduct or gross negligence. The Release can be found on page 28 of the Plan.*

Respectfully submitted,

**WINDERWEEDLE, HAINES, WARD  
& WOODMAN, P.A.**  
390 North Orange Avenue, Suite 1500  
Post Office Box 1391  
Orlando, Florida 32802-1391  
Attorneys for Chapter 11 Trustee  
Telephone: (407) 423-4246  
Fax: (407) 423-7014

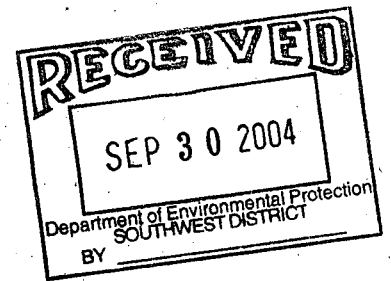
By: /s/ Ryan E. Davis

**RYAN E. DAVIS**

**Florida Bar No. 0179851**



UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION



In re:

GLOBAL TIRE RECYCLING  
OF SUMTER COUNTY, INC.

Case No. 01-12672-6J1

Debtor.  
\_\_\_\_\_ /

CHAPTER 11 TRUSTEE'S SECOND AMENDED PLAN  
OF REORGANIZATION DATED SEPTEMBER 2, 2004

Bradley M. Saxton, Esquire  
Florida Bar No. 0855995  
Ryan E. Davis, Esquire  
Florida Bar No. 0179851  
**WINDERWEEDLE, HAINES, WARD  
& WOODMAN, P.A.**  
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Orlando, FL 32802-1391  
(407) 423-4246  
(407) 423-7014 (facsimile)  
Attorneys for the Chapter 11 Trustee

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The Chapter 11 Trustee, Robert Morrison, submits this amended plan of reorganization pursuant to section 1121 of the Bankruptcy Code (the "Plan").

### INTRODUCTION, PERSPECTIVE AND OVERVIEW

The Debtor was founded in 1996 by Brian Fifer to participate in the crumb rubber industry which produces and markets fine-mesh, clean rubber that has been derived from waste tires. The Debtor was financed by a series of bond offerings underwritten by the investment banking firm of Blount Parrish & Company, Inc. The Debtor had difficulties from its inception as its original plant design was faulty, costing the Debtor significant sums to upgrade and replace its equipment. The design flaws coupled with a significant decline in the market price of the finished product, among other things, kept the Debtor from generating operating income. Aside from the interest reserves of the bond issues, the Debtor made no payments of bond interest or principal. The Debtor filed its petition for relief under Title 11 of the United States Code on December 21, 2001.

During the course of the Bankruptcy case, the Debtor, and its operator, Mr. Fifer, failed to obtain the support of the Official Committee of Bondholders and the Indenture Trustee. This resulted in competing plans filed by the Debtor and the Bondholders Committee, none of which were confirmed. A plan proposed by the Bondholders Committee favored replacing Mr. Fifer with a new operator.

After several unsuccessful attempts by the Debtor to confirm a plan, the Court appointed Robert Morrison as the Chapter 11 Trustee ("Chapter 11 Trustee"), charging him with the duty of evaluating and analyzing the Debtor's prospects for reorganization. Mr. Morrison was immediately aware of the tensions between the various constituencies and sought to conduct his own, independent due diligence, bringing a new, unbiased perspective to the situation. After conducting extensive due diligence which included conferences with the various constituencies and industry insiders, Mr. Morrison arrived at the Plan described herein which he believes is in the best interest of the estate and its creditors. The Bondholders Committee has analyzed the Plan and supports it.

For a more detailed discussion of the Debtor's business, its history, and a summary of the Plan, the Chapter 11 Trustee directs you to the Disclosure Statement filed contemporaneously herewith. The Disclosure Statement and Plan should be read in conjunction with each other. However, to the extent any inconsistency between the Plan and Disclosure Statement exists, the terms of the Plan are controlling.

## ARTICLE I - DEFINITIONS

For purposes of this Plan, and without regard to capitalization of the first letter or letters of the following terms, the following definitions will apply unless the context clearly requires otherwise:

- 1.01. *Administrative Expense:* a cost or expense of administration of the Chapter 11 case allowed under section 503(b) and 507(a)(1) of the Code.
- 1.02. *Allowed Claim or Interest:* a claim or interest to which no objection has been made or, where an objection has been made, the objection has been resolved by final order.
- 1.03. *Bankruptcy Code or Code:* Title 11, United States Code.
- 1.04. *Bankruptcy Court or Court:* the United States Bankruptcy Court for the Middle District of Florida, Orlando Division, the Honorable Karen S. Jennemann, presiding.
- 1.05. *Bondholder:* holder of (a) the \$8,250,000 8.5% Series 1997A Bonds (Tax Exempt) due June 1, 2017, (b) the \$1,000,000 11.5% Series 1997B Bonds (Taxable) due June 1, 2003, or (c) the \$1,000,000 8.5% Series 1998 Bonds (Tax Exempt) due June 1, 2003.
- 1.06. *Bondholders Committee:* the Official Committee of Bondholders appointed by the U.S. Trustee.
- 1.07. *Case:* this Chapter 11 case.
- 1.08. *Chapter 11 Trustee:* Robert Morrison, by Court Order dated September 5, 2003.
- 1.09. *Claim:* right to payment, whether or not such right is reduced to judgment, liquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, or unsecured; or as otherwise defined by the Bankruptcy Code.

- 1.10. *Class:* a group of claims or interests substantially similar to each other as classified under this plan.
- 1.11. *Confirmation Date:* the date of entry of an order confirming this plan.
- 1.12. *Debtor:* Global Tire Recycling of Sumter County, Inc., a Florida corporation.
- 1.13. *Deficiency Claim:* the unsecured portion of the Allowed Claim of a Secured Creditor who holds a security interest in property owned by or leased by the Debtor.
- 1.14. *Disputed Claim:* any claim against the Debtor which is not an Allowed Claim and which has not been disallowed by a Final Order of the Court.
- 1.15. *Effective Date:* the 60<sup>th</sup> day following the day on which the confirmation order becomes a final order.
- 1.16. *Exit Financing:* financing for the Debtor, up to \$1,000,000, to be used (1) to pay the costs and fees of the financing instrument and the Allowed Administrative Expenses of the bankruptcy; and, (2) to provide additional working capital for the Reorganized Debtor, with the following terms:
- (a) Amount: not to exceed \$1,000,000, plus interest;
  - (b) Amortization Period: at least seven years;
  - (c) Interest Rate: not to exceed 15% per annum;
  - (d) Working Capital Reserve: Unrestricted Available Cash shall be subject to an amount not to exceed \$300,000, to provide reserves for operations, maintenance, and capital expenditures and shall be fully funded prior to payments under the Plan;
  - (e) Prepayment Penalties: prepayment or accelerated payment of the principal of the Exit Financing will incur prepayment penalties for no more than seven years;
  - (f) Financial Reporting: quarterly unaudited and annual audited financial statements will be required; and,

(g) Security: first priority lien in all of the assets of the Reorganized Debtor including, but not limited to land, plant, and equipment (except the Grizzly), inventory and accounts receivables, insurance, and collateral accounts (the Working Capital Account and the operating account).

(h) Purpose: to pay administrative costs associated with the bankruptcy case, to pay the fees and expenses due the Indenture Trustee, and to provide additional working capital.

1.17. *Final Decree:* an order determining that the Plan has been substantially consummated and that closes the Case.

1.18. *Final Order:* an order which is neither the subject of an appeal nor subject to appeal.

1.19. *Impairment:* treatment of a class of claims or interests in a manner that alters the legal, equitable or contractual rights to which the claim or interest entitles the holder of the claim or interest. Please note that the treatment of a class of claims or interests providing for curing defaults, reinstating the maturity of the claims or interests as it existed before the defaults, and compensating the holders of the claims or interests for any damages incurred as a result of any reasonable reliance by such holders on contractual provisions or applicable laws that authorize acceleration after default does not constitute impairment.

1.20. *Indenture Trustee:* the Bank of New York, pursuant to the Trust Indentures

1.21. *Insider:* any person or entity which is or which was an insider within the meaning of Section 101(31) of the Code.

1.22. *Interest:* any equity interest in the Debtor represented by an

equity security held by an equity security holder, exclusive of interests held in treasury by the Debtor.

- 1.23. *Local rule:* any one of the Local Rules of Practice and Procedure of the United States Bankruptcy Court for the Middle District of Florida.
- 1.24. *Operator:* David Forrester, individually and/or his assigns.
- 1.25. *Petition Date:* December 21, 2001.
- 1.26. *Plan:* the Plan of Reorganization filed by the Chapter 11 Trustee under Chapter 11 of the United States Bankruptcy Code filed in the Bankruptcy, as it may be subsequently supplemented, modified or amended.
- 1.27. *Priority Claim:* a Claim other than an Administrative Claim or a Priority Tax Claim to the extent such Claim is entitled to priority in payment pursuant to Section 507(a) of the Code.
- 1.28. *Priority Tax Claim:* a Claim entitled to priority pursuant to section 507(a)(8) of the Code.
- 1.29. *Pro-Rata:* the same proportion that a Claim or an Interest in a particular Class bears to the aggregate amount of all Allowed Claims or the aggregate amount of allowed Interest in such Class.
- 1.30. *Reorganized Debtor:* the Debtor, following the Confirmation Date.
- 1.31. *Secured Claim:* a Claim secured by a lien against property in which the Debtor has an interest, or which is subject to setoff under section 553 of the Code, to the extent of the value, determined in accordance with section 506(a) of the Code, of the interest of the holder of such claim in the Debtor's interest in the property or to the extent of the amount subject to setoff.



- 1.32. *Section 1111(b) Election:* an election that a secured creditor may make under the Bankruptcy Code whereby its claim must be treated as if it was a fully secured claim, entitling the creditor to payments that, when reduced to their present value, equal the value of the creditor's interest in the collateral securing its claim.
- 1.33. *Trade Creditor Claims:* unsecured nonpriority Claims other than (a) Bondholder claims or (b) insider claims.
- 1.35 *Trust Indentures:* The documents entered into on June 1, 1997 (related to the Series 1997A and 1997 Bonds) and September 1, 1998 (related to the 1998 Bonds), between the Indenture Trustee and the Sumter County Industrial Development Authority.
- 1.36. *Unrestricted Available Cash:* the amount of cash and marketable securities held on-hand and on-deposit at any point in time that can be converted to cash at face value without discount or restriction, less any payment amounts under the Plan then due to the creditors in Classes 4 through 13, and less a minimum cash reserve of no less than \$125,000 (depending upon Exit Financing) for operating and capital needs.
- 1.37. *Unsecured Claim:* a Claim not secured by any lien against property in which the Debtor has an interest and not subject to setoff, and a Claim other than an Administrative Expense Claim, a Priority Tax Claim, or a Secured Claim.

ARTICLE II - INTERPRETATION, RULES OF  
CONSTRUCTION, COMPUTATION OF TIME, AND CHOICE OF LAW

2.01. The provisions of the Plan and of any contract, instrument or other agreement or document created in connection with the Plan, as an adjunct or supplement thereto, or required thereby, shall control over any descriptions thereof contained in the Disclosure Statement.

2.02. The provisions of the Plan, and any attached or referenced exhibits or other documents necessary to implement the Plan, shall control over the provisions of any contract, instrument or other agreement or document, other than the Confirmation Order, created in connection with the Plan, as an adjunct or supplement thereto, or required thereby.

2.03. Any reference in the Plan to a contract, document, instrument, release, certificate, indenture or other agreement or document being in particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions.

2.04. Any reference in the Plan to an existing document or exhibit means such document or exhibit as it may have been amended, modified or supplemented as of the Effective Date.

2.05. In computing any period of time prescribed or allowed by the Plan, the provisions of F.R.B.P. 9006(a) shall apply.

2.06. Subject to the provisions of any contract, certificate, instrument, release, indenture or other agreement or document entered into in connection with the Plan, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Rules.

ARTICLE III - CLASSIFICATION, IMPAIRMENT,  
AND TREATMENT OF ALLOWED CLAIMS AND INTERESTS

3.01. *Class 1:* Class 1 consists of the Allowed Secured Claim of the Indenture Trustee as Indenture Trustee for the holders of the \$8,250,000 8.5% Series 1997A Bonds (Tax Exempt) due June 1, 2017. The Indenture Trustee filed Claim 39 in the amount of \$11,219,522.22 which includes the Claims in Classes 1 and 2. The portion of Claim 39 that pertains to Class 1 is \$10,042,083.33. The Class 1 and Class 2 Claims are secured by a blanket lien on virtually all of the Debtor's real and personal property. The lien on accounts receivable is junior to the lien securing the Class 3 Claim.

Upon Confirmation of the Plan, the Reorganized Debtor shall make an amended and restated note and mortgage in the amount of \$9,500,000 in favor of the Indenture Trustee, or such a substitute fiduciary consented to by the Indenture Trustee, for the benefit of members of Class 1, 2, and 3 that will bear interest at a rate of 5% per annum (the "Secured Note"). Interest will accrue and be compounded annually on December 31<sup>st</sup> of each year until the principal balance is retired.

The Debtor will make a principal payment of \$25,000 on the Secured Note within 30 days of the Effective Date of the Plan, but if the Exit Financing is approved by the Court, as discussed below, then the Debtor's initial payment will be the amount due the Indenture Trustee for its fees and expenses. Beginning December 31, 2005, and continuing each year thereafter, the Debtor will remit, within 45 days thereafter, an amount equal to the Unrestricted Available Cash of the Debtor on December 31<sup>st</sup> of each year, as that term is defined in Article I herein, until the 25<sup>th</sup> anniversary of Confirmation, or until the principal balance of \$9,500,000.00 plus all accrued but unpaid interest is retired. All payments made by the Reorganized Debtor will first be applied to sums owed to the Indenture Trustee, then any interest balance accrued but not paid and then to principal. Any unpaid principal balance remaining, plus accrued interest, shall be due and payable on the 25<sup>th</sup> anniversary of Confirmation.

*Payments under the Secured Note are subject to a right of payment by the Indenture Trustee for its unpaid fees and costs incurred in connection with its duties as the Indenture Trustee. Under the documents governing the Bonds, the Debtor is obligated to pay not only the principal and interest due on the Bonds but also the fees and expenses of the Indenture Trustee. The Trust Indentures grant the Indenture Trustee a first right of payment and first priority lien on payments flowing through the Indentures. Based upon information provided by counsel for the Indenture Trustee, the Chapter 11 Trustee estimates the accrued fees and costs of the Indenture Trustee to be \$250,000 for its administration of the Bond default during the pendency of the Debtor's case. The Indenture Trustee is entitled to the initial distributions under the Secured Note until its fees are satisfied. The Plan does not alter the Indenture Trustee's rights under the Trust Indentures and, to the extent that any funds flowing through the Indentures are used to pay fees of the Indenture Trustee, the ultimate distribution to the Bondholders will be reduced by that amount. In other words, the Bondholders will receive less than the principal amount due under the Secured Note because their distribution will be reduced by the fees and expenses paid to the Indenture Trustee.*

All payments on the Secured Note will be made to the Indenture Trustee and the Indenture Trustee will distribute payments to underlying holders of Allowed Class 1, 2, and 3 Claims *pro rata* based upon outstanding principal and regardless as to interest or maturity and pursuant to the terms of the Trust Indentures.

The bonds held by members of Class 1 shall be secured by the Secured Note and collateral therefor. The balance of the Class 1 Claim will be treated in Class 12. Class 1 is impaired. The Secured Note shall be secured by virtually all of the Debtor's real and personal property, pending satisfaction of the Secured Note, but subject to subordination if all three Classes of Bondholders approve the Exit Financing as described below.

**Exit Financing Option for Class 1 Bondholders**

Under the Plan, the Bondholders may vote to allow the Reorganized Debtor to obtain Exit Financing in an amount not to exceed \$1,000,000. Exit Financing would facilitate the implementation of the Plan by assisting the Reorganized Debtor in paying the administrative expenses associated with the Bankruptcy case and by providing the Reorganized Debtor with additional working capital. The Chapter 11 Trustee believes that Exit Financing is in the best interests of the estate and its creditors considering the costs and expenses of emerging from Bankruptcy.

Subordination of the liens of the Bondholders is necessary for the Reorganized Debtor to obtain Exit Financing, as any prospective lender would require this. ***Thus, voting in favor of the Exit Financing will represent that Bondholder's consent to having its liens subordinated to the Exit Financing in an amount not to exceed \$1,000,000, plus interest.*** Without the acceptance under Section 1126 of the Bankruptcy Code of the Exit Financing by all three Classes of Bondholders, the Reorganized Debtor will not be able to obtain the Exit Financing.

The Exit Financing would not alter the amount due the Bondholders under the Plan, but could increase the amount of Unrestricted Available Cash for payment towards the Secured Note for the benefit of the Bondholders. If the Exit Financing is approved by the Court, the Reorganized Debtor will pay the costs and fees due the Indenture Trustee, estimated to be \$250,000, and the Allowed real and tangible personal property taxes Claims of the Tax Collector, estimated to be no more than \$143,593 (the amount of the taxes due are subject to challenge by the Chapter 11 Trustee in the adversary proceeding, No. 03-169) upon funding of the loan.

If Exit Financing is approved by the Bondholders and subsequently by the Court, then the Confirmation Order shall effectuate and provide for the subordination of the Bondholders' liens to the Exit Financing.

3.02. *Class 2:* Class 2 consists of the allowed secured Claim of the Indenture Trustee as Indenture Trustee for the holders of the \$1,000,000 11.5% Series 1997B Bonds (Taxable) due June 1, 2003. The Indenture Trustee filed Claim 39 in the amount of

\$11,219,522.22 which includes the Claims in Classes 1 and 2. The portion of Claim 39 that pertains to Class 2 is \$1,177,438.89. The Class 1 and Class 2 Claims are secured by a blanket lien on virtually all of the Debtor's real and personal property. The lien on accounts receivable is junior to the lien securing the Class 3 Claim.

Upon Confirmation of the Plan, the Reorganized Debtor shall make an amended and restated note and mortgage in the amount of \$9,500,000 in favor of the Indenture Trustee, or such a substitute fiduciary consented to by the Trustee, for the benefit of members of Class 1, 2, and 3 that will bear interest at a rate of 5% per annum (the "Secured Note"). Interest will accrue and be compounded annually on December 31<sup>st</sup> of each year until the principal balance is retired.

The Debtor will make a principal payment of \$25,000 on the Secured Note within 30 days of the Effective Date of the Plan, but if the Exit Financing is approved by the Court, as discussed below, then the Debtor's initial payment will be the amount due the Indenture Trustee for its fees and expenses. Beginning December 31, 2005, and continuing each year thereafter, the Debtor will remit, within 45 days thereafter, an amount equal to the Unrestricted Available Cash of the Debtor on December 31<sup>st</sup> of each year, as that term is defined in Article I herein, until the 25<sup>th</sup> anniversary of Confirmation, or until the principal balance of \$9,500,000.00 plus all accrued but unpaid interest is retired. All payments made by the Reorganized Debtor will first be applied to sums owed to the Indenture Trustee, then any interest balance accrued but not paid and then to principal. Any unpaid principal balance remaining, plus accrued interest, shall be due and payable on the 25<sup>th</sup> anniversary of Confirmation.

*Payments under the Secured Note are subject to a right of payment by the Indenture Trustee for its unpaid fees and costs incurred in connection with its duties as the Indenture Trustee. Under the documents governing the Bonds, the Debtor is obligated to pay not only the principal and interest due on the Bonds but also the fees and expenses of the Indenture Trustee. The Trust Indentures grant the Indenture Trustee a first right of payment and first priority lien on payments flowing through the Indentures. Based upon information provided by counsel for the Indenture Trustee, the Chapter 11 Trustee estimates the accrued fees and costs of the Indenture Trustee to be \$250,000 for its administration of the Bond default during the pendency of the Debtor's case. The Indenture Trustee is entitled to the initial distributions under the Secured Note until its fees are satisfied. The Plan does not alter the Indenture Trustee's rights under the Trust Indentures and, to the extent that any funds flowing through the Indentures are used to pay fees of the Indenture Trustee, the ultimate distribution to the Bondholders will be reduced by that amount. In other words, the Bondholders will receive less than the principal amount due under the Secured Note because their distribution will be reduced by the fees and expenses paid to the Indenture Trustee.*

All payments on the Secured Note will be made to the Indenture Trustee and the

Indenture Trustee will distribute payments to underlying holders of Allowed Class 1, 2, and 3 Claims *pro rata* based upon outstanding principal and regardless as to interest rate or maturity and pursuant to the terms of the Trust Indentures.

The bonds held by members of Class 2 shall be secured by the Secured Note and collateral therefor. The balance of the Class 2 Claim will be treated in Class 12. Class 2 is impaired. The Secured Note shall be secured by virtually all of the Debtor's real and personal property, pending satisfaction of the Secured Note, but subject to subordination if all three Classes of Bondholders approve the Exit Financing as described below.

### **Exit Financing Option for Class 2 Bondholders**

Under the Plan, the Bondholders may vote to allow the Reorganized Debtor to obtain Exit Financing in an amount not to exceed \$1,000,000. Exit Financing would facilitate the implementation of the Plan by assisting the Reorganized Debtor in paying the administrative expenses associated with the Bankruptcy case and by providing the Reorganized Debtor with additional working capital. The Chapter 11 Trustee believes that Exit Financing is in the best interests of the estate and its creditors considering the costs and expenses of emerging from Bankruptcy.

Subordination of the liens of the Bondholders is necessary for the Reorganized Debtor to obtain Exit Financing, as any prospective lender would require this. ***Thus, voting in favor of the Exit Financing will represent that Bondholder's consent to having its liens subordinated to the Exit Financing in an amount not to exceed \$1,000,000, plus interest.*** Without the acceptance under Section 1126 of the Bankruptcy Code of the Exit Financing by all three Classes of Bondholders, the Reorganized Debtor will not be able to obtain the Exit Financing.

The Exit Financing would not alter the amount due the Bondholders under the Plan, but could increase the amount of Unrestricted Available Cash for payment towards the Secured Note for the benefit of the Bondholders. If the Exit Financing is approved by the Court, the Reorganized Debtor will pay the costs and fees due the Indenture Trustee, estimated to be \$250,000, and the Allowed real and tangible personal property taxes Claims of the Tax Collector, estimated to be no more than \$143,593 (the amount of the taxes due are subject to challenge by the Chapter 11 Trustee in the adversary proceeding, No. 03-169) upon funding of the loan.

If Exit Financing is approved by the Bondholders and subsequently by the Court, then the Confirmation Order shall effectuate and provide for the subordination of the Bondholders' liens to the Exit Financing.

3.03. *Class 3:* Class 3 consists of the allowed secured Claim of the Indenture Trustee as Indenture Trustee for the holders of the \$1,000,000 8.5% Series 1998 Bonds (Tax Exempt) due June 1, 2003. The Indenture Trustee filed Claim 40 in the amount of \$1,217,222.22. The Class 3 Claim is secured by a blanket lien on virtually all of the Debtor's real and personal property. With respect to the Class 1 and 2 Claims, the Class 3 Claim's secured lien is junior *vis a vis* real property, but senior *vis a vis* accounts receivable.

Upon Confirmation of the Plan, the Reorganized Debtor shall make an amended and restated note and mortgage in the amount of \$9,500,000 in favor of the Indenture Trustee, or such substitute fiduciary consented to by the Trustee, for the benefit of members of Class 1, 2, and 3 that will bear interest at a rate of 5% per annum (the "Secured Note"). Interest will accrue and be compounded annually on December 31<sup>st</sup> of each year until the principal balance is retired.

The Debtor will make a principal payment of \$25,000 on the Secured Note within 30 days of the Effective Date of the Plan, but if the Exit Financing is approved by the Court, as discussed below, then the Debtor's initial payment will be the amount due the Indenture Trustee for its fees and expenses. Beginning December 31, 2005, and continuing each year thereafter, the Debtor will remit, within 45 days thereafter, an amount equal to the Unrestricted Available Cash of the Debtor on December 31<sup>st</sup> of each year, as that term is defined in Article I herein, until the 25<sup>th</sup> anniversary of Confirmation, or until the principal balance of \$9,500,000.00 plus all accrued but unpaid interest is retired. All payments made by the Reorganized Debtor will first be applied to sums owed to the Indenture Trustee, then any interest balance accrued but not paid and then to principal. Any unpaid principal balance remaining, plus accrued interest, shall be due and payable on the 25<sup>th</sup> anniversary of Confirmation.

*Payments under the Secured Note are subject to a right of payment by the Indenture Trustee for its unpaid fees and costs incurred in connection with its duties as the Indenture Trustee in this case. Under the documents governing the Bonds, the Debtor is obligated to pay not only the principal and interest due on the Bonds but also the fees and expenses of the Indenture Trustee. The Trust Indentures grant the Indenture Trustee a first right of payment and first priority lien on payments flowing through the Indentures. Based upon information provided by counsel for the Indenture Trustee, the Chapter 11 Trustee estimates the accrued fees and costs of the Indenture Trustee to be \$250,000 for its administration of the Bond default during the pendency of the Debtor's case. The Indenture Trustee is entitled to the initial distributions under the Secured Note until its fees are satisfied. The Plan does not alter the Indenture Trustee's rights under the Trust Indentures and, to the extent that any funds flowing through the Indentures are used to pay fees of the Indenture Trustee, the ultimate distribution to the Bondholders will be reduced by that amount. In other words, the Bondholders will receive less than the principal amount due under the Secured Note because their distribution will be reduced*

*by the fees and expenses paid to the Indenture Trustee.*

All payments on the Secured Note will be made to the Indenture Trustee and the Indenture Trustee will distribute payments to underlying holders of Allowed Class 1, 2, and 3 Claims *pro rata* based upon outstanding principal and regardless as to interest rate or maturity and pursuant to the terms of the Trust Indentures.

The bonds held by members of Class 3 shall be secured by the Secured Note and collateral therefor. The balance of the Class 3 Claim will be treated in Class 12. Class 3 is impaired. The Secured Note shall be secured by virtually all of the Debtor's real and personal property, pending satisfaction of the Secured Note, but subject to subordination if all three Classes of Bondholders approve the Exit Financing as described below.

#### **Exit Financing Option for Class 3 Bondholders**

Under the Plan, the Bondholders may vote to allow the Reorganized Debtor to obtain Exit Financing in an amount not to exceed \$1,000,000. Exit Financing would facilitate the implementation of the Plan by assisting the Reorganized Debtor in paying the administrative expenses associated with the Bankruptcy case and by providing the Reorganized Debtor with additional working capital. The Chapter 11 Trustee believes that Exit Financing is in the best interests of the estate and its creditors considering the costs and expenses of emerging from Bankruptcy.

Subordination of the liens of the Bondholders is necessary for the Reorganized Debtor to obtain Exit Financing, as any prospective lender would require this. ***Thus, voting in favor of the Exit Financing will represent that Bondholder's consent to having its liens subordinated to the Exit Financing in an amount not to exceed \$1,000,000, plus interest.*** Without the acceptance under Section 1126 of the Bankruptcy Code of the Exit Financing by all three Classes of Bondholders, the Reorganized Debtor will not be able to obtain the Exit Financing.

The Exit Financing would not alter the amount due the Bondholders under the Plan, but could increase the amount of Unrestricted Available Cash for payment towards the Secured Note for the benefit of the Bondholders. If the Exit Financing is approved by the Court, the Reorganized Debtor will pay the costs and fees due the Indenture Trustee, estimated to be \$250,000, and the Allowed real and tangible personal property taxes Claims of the Tax Collector, estimated to be no more than \$143,593 (the amount of the taxes due are subject to challenge by the Chapter 11 Trustee in the adversary proceeding, No. 03-169) upon funding of the loan.

If Exit Financing is approved by the Bondholders and subsequently by the Court, then the



Confirmation Order shall effectuate and provide for the subordination of the Bondholders' liens to the Exit Financing.

3.04. *Class 4:* Class 4(a) consists of the Secured Claims of Tom Swain, Sumter County Tax Collector (the "Tax Collector") for 2000 tangible personal property taxes. The Class 4(a) Claim is secured by the Debtor's personal property. The Debtor previously objected to this Claim on the grounds that the Claim was based on an erroneous valuation and the Court entered an Order sustaining the Objection, allowing the Tax Collector Claim in the amount of \$4,121.98. The Reorganized Debtor shall satisfy this Claim by paying it together with payments to the Tax Collector for its Allowed Claims under Classes 5, 6, and 7 in monthly installments in the amount of \$2,097.68, over the course of 84 months, at a rate of 6% per annum, unless Exit Financing is approved by the Court, in which case the Allowed Tax Collector Claims would be paid in full upon funding of the loan. The Tax Collector shall retain his lien until the Claim is paid in full.

In the adversary proceeding styled *Global Tire Recycling of Sumter County, Inc. v. Tom Swain, Tax Collector of Sumter County; and, Ronnie Hawkins, Property Appraiser of Sumter County*, Adversary Proceeding No. 03-169, the Chapter 11 Trustee is seeking to recover at least \$68,214.63, as an overpayment of 2002 real and tangible personal property taxes based on an excessive valuation. If successful, the Chapter 11 Trustee will setoff the claim against the Claims of the Tax Collector and the balance, if any, will be paid over the course of 84 months, at a rate of 6% per annum as proposed herein, unless Exit Financing is approved by the Court, in which case the Allowed Tax Collector Claims would be paid in full upon funding of the loan.

Class 4(b) consists of the Archie Collum Trust ("the Trust"), for the 2000 real property taxes. The Trust purchased a tax certificate for 2000 real property taxes and filed a Claim in the amount of \$30,732.43. The Class 4(b) Claim is secured by the Debtor's real property. The Debtor previously objected to this Claim on the grounds that the Claim was based on an erroneous valuation and the Court entered an Order sustaining the Objections, allowing the Trust Claim in the amount of \$4,090.83. The Plan contemplates that the Reorganized Debtor shall satisfy this Claim by paying it in monthly installments in the amount of \$59.76 over the course of 84 months, at a rate of 6% per annum, the same treatment as being provided to the Tax Collector in Classes 4(a), 5, 6 and 7. The Trust will retain its lien pending full payment of the Class 4(b) Claim.

Class 4 Claims are impaired.

3.05. *Class 5:* Class 5 consists of the Allowed Secured Claims of Tom Swain, Sumter County Tax Collector, for 2001 real and tangible personal property taxes. The Tax Collector filed Claim 22 in the amount of \$111,375.51 for real and tangible personal property taxes for 2001. The Debtor objected to the Claims on the basis that the real and personal

property taxes are based on erroneous assessments of the fair market value of the Debtor's property. The Tax Collector failed to respond to the Objection. The Court entered an Order sustaining the Objection, allowing the real property portion of Claim 22 in the amount of \$3,734.83 and the personal property portion of the Claim in the amount of \$14,951.81, for a total of \$18,686.64. The Class 5 Claims are secured by first priority statutory liens on all of the Debtor's real and personal property and are fully secured. The Reorganized Debtor shall satisfy these Claims by paying them together with payments to the Tax Collector for its Allowed Claims under Classes 4(a), 6, and 7 in monthly installments in the amount of \$2,097.68, over the course of 84 months, at a rate of 6% per annum, unless Exit Financing is approved by the Court, in which case the Allowed Tax Collector Claims would be paid in full upon funding of the loan. The Tax Collector shall retain his lien until the Claims are paid in full.

In the adversary proceeding styled *Global Tire Recycling of Sumter County, Inc. v. Tom Swain, Tax Collector of Sumter County; and, Ronnie Hawkins, Property Appraiser of Sumter County*, Adversary Proceeding No. 03-169, the Chapter 11 Trustee is seeking to recover at least \$68,214.63, as an overpayment of 2002 real and tangible personal property taxes based on an excessive valuation. If successful, the Chapter 11 Trustee will setoff the claim against the Claims of the Tax Collector and the balance, if any, will be paid over the course of 84 months, at a rate of 6% per annum as proposed herein, unless Exit Financing is approved by the Court, in which case the Allowed Tax Collector Claims would be paid in full upon funding of the loan. The Tax Collector shall retain his lien until the Claims are paid in full.

Class 5 is impaired:

3.06. *Class 6:* Class 6 consists of the Secured Claims of Tom Swain, Sumter, County Tax Collector, for real and tangible personal property taxes for 2002 taxes. The Tax Collector has assessed the amount due as \$112,417. The Debtor prepaid the Tax Collector \$104,181.00 for its estimated 2002 real and tangible personal property taxes. The Reorganized Debtor shall satisfy the \$8,236 balance of the Claims by paying them together with payments to the Tax Collector for its Allowed Claims under Classes 4(a), 5, and 7 in monthly installments in the amount of \$2,097.68, over the course of 84 months, at a rate of 6% per annum, unless Exit Financing is approved by the Court, in which case the Allowed Tax Collector Claims would be paid in full upon funding of the loan. The Tax Collector shall retain his lien until the Claims are paid in full.

In the adversary proceeding styled *Global Tire Recycling of Sumter County, Inc. v. Tom Swain, Tax Collector of Sumter County; and, Ronnie Hawkins, Property Appraiser of Sumter County*, Adversary Proceeding No. 03-169, the Chapter 11 Trustee is seeking to recover at least \$68,214.63, as an overpayment of 2002 real and tangible personal property taxes based on an excessive valuation. If successful, the Chapter 11 Trustee will setoff the claim against the

Claims of the Tax Collector and the balance, if any, will be paid over the course of 84 months, at a rate of 6% per annum as proposed herein unless Exit Financing is approved by the Court, in which case the Allowed Tax Collector Claims would be paid in full upon funding of the loan.

Class 6 is impaired.

3.07. *Class 7:* Class 7 consists of the Secured Claims of Tom Swain, Sumter, County Tax Collector, for real and tangible personal property taxes for 2003 taxes. The Tax Collector has assessed the amount due as \$111,847. These Claims shall be satisfied by paying them together with payments to the Tax Collector for its allowed claims under Classes 4(a), 5, and 6 in monthly installments in the amount of \$2,097.68, over the course of 84 months, at a rate of 6% per annum, unless Exit Financing is approved by the Court, in which case the Allowed Tax Collector Claims would be paid in full upon funding of the loan. The Tax Collector shall retain his lien until the Claims are paid in full.

In the adversary proceeding styled *Global Tire Recycling of Sumter County, Inc. v. Tom Swain, Tax Collector of Sumter County; and, Ronnie Hawkins, Property Appraiser of Sumter County*, Adversary Proceeding No. 03-169, the Chapter 11 Trustee is seeking to recover at least \$68,214.63 as an overpayment of 2002 real and tangible personal property taxes based on an excessive valuation. If successful, the Chapter 11 Trustee will setoff the claim against the Claims of the Tax Collector and the balance, if any, will be paid over the course of 84 months, at a rate of 6% per annum as proposed herein, unless Exit Financing is approved by the Court, in which case the Allowed Tax Collector Claims would be paid in full upon funding of the loan.

Class 7 is impaired.

3.08. *Class 8:* Class 8 consisted of the Allowed Secured Claims of Bowen & Campione, P.A. and of Morgan, Colling & Gilbert, P.A. The Claims were secured by common law attorneys' charging liens on the Debtor's recovery in litigation against the City of Wildwood in which the Debtor obtained a judgment for \$250,000 against the City prior to the petition date. The City appealed the judgment. The Claims of Bowen & Campione, P.A. and of Morgan, Colling & Gilbert, P.A. totaled \$110,285.10. In addition, the attorneys were retained as special counsel and earned additional fees since the filing of the petition. The Debtor settled the litigation during the case for \$330,000 of which \$125,000 was paid to the attorneys with bankruptcy court approval and with approval of the Wildwood City Commission. Since the Class 8 Claims have been satisfied, Class 8 is now an empty class and is provided here for reference only and is not entitled to vote.

3.09. *Class 9:* Class 9 consists of BP Holdings, LLC's, Secured Claims. BP Holdings, LLC ("BP"), filed Secured Claims 23 and 24 in the amounts of \$304,266.83 and

\$83,997.69, respectively, arising out of a capital lease agreement entered into with the Debtor dated October 2<sup>nd</sup>, 2001, related to the Grizzly granulator ("Grizzly"). The Debtor objected to Claims 23 and 24, asserting that the lease was current, and the Court sustained the objection and disallowed the Claims in their entirety (Docket #155). The Chapter 11 Trustee believes the lease is actually a financing agreement as opposed to a true lease. The Chapter 11 Trustee believes that BP's security interest, if any, is avoidable pursuant to Section 544 of the Bankruptcy Code, as the Florida UCC records do not reflect that BP filed a UCC. The Chapter 11 Trustee estimates the value of collateral purportedly securing the Claim as \$125,000.00.

The Chapter 11 Trustee and BP have reached an agreement as to the treatment of the BP Claims as follows, including BP's Unsecured Claim No. 25 in the amount of \$578,486.28.

(a) The Debtor will grant BP a Secured Claim in the Grizzly of \$125,000. Pursuant to the Plan, BP's secured claim will bear interest of 7.5% per annum and will be paid in 84 equal monthly installments of \$1,917.28 commencing on the Plan's Effective Date, and continuing each and every month thereafter until retired. BP shall not be entitled to any Deficiency Claims related to Claims Nos. 23 and 24.

(b) The Debtor will allow BP an Unsecured Claim in the amount of \$289,243, approximately one-half of its asserted Claim, No. 25, to be treated in a manner consistent with the Allowed general Unsecured Claims pursuant to the Plan.

(c) All other Claims of BP shall be disallowed, including Claims Nos. 23, 24, and 25.

3.10. *Class 10:* Class 10 consists of other Secured Claims. To the extent there are any Class 10 Claims, they will be paid with interest at a rate of 6% per annum from and after the petition date in fourteen equal semi-annual installments beginning on July 1, 2005. Holders of Class 10 Claims, if any, will retain their liens pending full payment. Class 10, unless empty, is impaired. The Chapter 11 Trustee does not believe that there are any Claims in the Class.

3.11. *Class 11:* Class 11 consists of allowed unsecured non-priority Claims of \$1,000 or less. As of the date of the Plan, the total amount of all such Claims is \$13,489.63. Holders of Class 11 Claims will receive 50% of their Claims, without interest, on the 15th day of the second month following the Effective Date in full satisfaction of the Claims. Holders of Class 12 Claims (those Unsecured Claims in excess of \$1,000) may elect to convert their Claims to Class 11 Claims by reducing their Claims to \$1,000. The ballot for voting to accept or reject the plan will accommodate such an election. Class 11 is impaired.

3.12. *Class 12:* Class 12 consists of Allowed Unsecured Non-priority, non-insider Claims of more than \$1,000. As of the date of the Plan, the total amount of all such Claims is

approximately \$3,168,910, which represents approximately \$232,166 of general unsecured, non-insider Claims and \$2,936,744 of Deficiency Bondholder Claims.

The Reorganized Debtor shall distribute \$750,000 to members of Class 12 and 13 to be paid, without interest, in 10 semiannual installments of \$75,000, commencing December 31, 2007, and continuing for five full years. The anticipated total distribution is an approximate payout of 20% to 25% on the Class 12 and 13 Claims. The percentage payout is subject to change depending upon the resolution of objections to Claims that may be filed by the Chapter 11 Trustee or Reorganized Debtor.

In addition, members of Class 12 and 13 holding Allowed Claims shall receive a *pro rata* share of 50% of the authorized shares of New Equity in the Reorganized Debtor. Upon confirmation, however, only 60% of the authorized shares shall be issued. Therefore, members of Class 12 and 13 will initially hold 83.3% of the issued equity. Class 12 is impaired.

3.13. *Class 13:* Class 13 consists of Allowed Unsecured Nonpriority Insider Claims. The Debtor believes the only Class 13 Claims are those held by BP Holdings, LLC and by National Consulting Corp. BP filed Claim No. 25 as a nonpriority unsecured Claim in the amount of \$578,486.28. National Consulting Corp. filed Claim 17 in the amount of \$267,361.79. To the extent that these Claims are Allowed, they will be treated identically to the Claims of Class 12 and will share *pro rata* in the Class 12 distributions.

The Chapter 11 Trustee believes that the National Consulting Corp. Claim may be recharacterized as a capital contribution in which case the Claim would be treated in Class 14 as equity.

The Chapter 11 Trustee has entered into a resolution of the BP's Claim No. 25, as more fully described in Section 3.09. In sum, the Claim will be allowed in the amount of \$289,243 upon Confirmation and shall be treated pursuant to Class 12.

Class 13 is impaired.

3.14. *Class 14:* Class 14 consists of equity security interests. All of the corporate stock of the Debtor is owned by Global Tire Recycling, Inc. and will be cancelled. Any Unsecured Claim that is recharacterized as equity shall receive no distribution on account of such Claim.

#### ARTICLE IV - TREATMENT OF ALLOWED UNCLASSIFIED CLAIMS

4.01. *Priority Tax Claims:* The Reorganized Debtor will pay the Allowed Amounts of

all such Claims in 36 equal monthly installments beginning on the 15<sup>th</sup> day of the second month following the Effective Date with interest at 6% per annum from and after the Confirmation Date. The Claims will be fully paid within six years after the dates of assessment of such Claims. The Chapter 11 Trustee is only aware of one Priority Tax Claim which was filed by the Internal Revenue Service, Claim 35 in the amount of \$21,164.74.

4.02. *U.S. Trustee fees:* Fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930 will be paid in full in cash not later than the last day of the month following the calendar quarter for which such fees are due and prior to the entry of a final decree or other disposition of the case.

4.03. *Administrative expenses:* Any person or entity, including professionals who have rendered services to the Debtor during the course of the Debtor's bankruptcy case, including Claims pursuant to Section 503(b) of the Code but excluding ordinary course Claims as discussed below, shall, on or before such date as the Court may establish in the Confirmation Order or otherwise, file an application, motion, or request, as called for by the Rules, with the Court for allowance of such Claim as an Administrative Expense specifying the amount of and basis for such Claim. However, applicants or movants who filed applications, motions, or requests with the Court before the Confirmation Date need not file a new application, motion, or request. Failure to file a timely application, motion, or request for allowance pursuant to this Section shall bar a Claimant from seeking recovery on such Claim.

Holders of allowed Administrative Expense Claims will receive payment of their Claims in full in cash within ten days of entry of the Confirmation Order, unless otherwise agreed by the holders of such Claims; provided, however, an Administrative Expense incurred in the ordinary course of business by the Debtor may be paid by the Chapter 11 Trustee in the ordinary course of its business. The unpaid Administrative Claims are estimated to be \$321,000 at the time of Confirmation and are more particularly described as follows:

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<b>Administrative Claimant</b>	<b>Estimated Amount of Unpaid Administrative Claims through Confirmation Date</b>
Robert B. Morrison, Chapter 11 Trustee	\$125,000
Winderweedle, Haines, Ward & Woodman, P.A., as counsel for the Chapter 11 Trustee	\$75,000
Tedder, James, Worden, & Associates, P.A., as accountants for the Chapter 11 Trustee	\$44,000
Wolff, Hill, McFarlin & Herron, P.A., as counsel for the Debtor	\$0
Kass, Shuler, Solomon, Specter, P.A., as counsel for the Bondholders Committee	\$62,000
GBR Information Services as balloting agent for the Chapter 11 Trustee	\$15,000
<b>TOTAL</b>	<b><u>\$321,000</u></b>

**ARTICLE V - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

5.01. *Rejected Leases:* Any lease or executory contract not specifically identified herein, shall be deemed rejected upon entry of the Confirmation Order. The Chapter 11 Trustee specifically rejects the following leases and executory contracts:

<b>Lessor/Other Party to Contract</b>	<b>Description</b>
American Packaging Capital	pallet wrapping machine
Pitney Bowes	postal equipment
Caterpillar Financial Services	2 forklifts
Caterpillar Financial Services	1 forklift
National Consulting Corp.	Consulting Agreement
Citicapital	front end loader

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumption or rejection of executory contracts or unexpired leases as provided herein, pursuant to Section 365 of the Bankruptcy Code, as of the Confirmation Date.

5.02. *Deadline to File Unsecured Claims for Cure Amounts:* If prior to the Confirmation Date or such other date as the Bankruptcy Court may fix, a party to an executory contract or unexpired lease listed in paragraph 5.01 above fails to file with the Bankruptcy Court and serve upon the attorneys for the Chapter 11 Trustee a Claim for cure of defaults under any lease to be assumed, then such party shall be forever barred from asserting any additional or other amounts against the debtor respecting such cure amount.

5.03. *Method of cure:* As of the date of this Plan, the Chapter 11 Trustee intends to reject all executory contracts and leases. If the Chapter 11 Trustee decides to assume an executory contract or lease by filing an Addendum to the Plan or a motion to assume, then the Reorganized Debtor will cure all defaults, if any, in 12 equal monthly installments, beginning on the 15<sup>th</sup> day of the second month following the effective date. If a dispute occurs regarding the cure amount, the ability of the Reorganized Debtor to provide adequate assurance of future performance, or any other matter pertaining to assumption, then the cure payments shall be made following the entry of a final order resolving the dispute and approving assumption. Notwithstanding anything herein to the contrary, the Debtor shall retain its right to reject any executory contract or unexpired lease that is subject to a dispute concerning amounts necessary to cure any defaults until 30 days following entry of a Final Order establishing the cure amount.

5.04. *Claims based on rejections:* Claims for rejection damages shall be filed not later than 30 days from the confirmation date, unless otherwise determined by the Court.

5.05. *Reservation of rights:* The Chapter 11 Trustee reserves the right to assume, assume and assign, or reject any executory contract or unexpired lease not assumed, assumed and assigned, or rejected prior to the Effective Date.

ARTICLE VI - PROVISIONS FOR TREATMENT OF DISPUTED,  
CONTINGENT, UNLIQUIDATED, AND UNKNOWN ADMINISTRATIVE  
EXPENSES AND OTHER CLAIMS AND INTERESTS

6.01. Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, the Chapter 11 Trustee shall have the right to make and file objections to all Administrative Expenses, Claims, and Interests, and shall serve a copy of each objection upon the Holder of such Disputed Claim or Interest to which the objection is made. Except as expressly set forth



herein, nothing in the Plan, the Confirmation Order, or any order in aid of confirmation of the Plan shall constitute, or be deemed to constitute, a waiver or release of any Claim, cause of action, right of set-off, or other legal or equitable defense which the Debtor had immediately prior to the commencement of the Bankruptcy case, and/or thereafter, against or with respect to any Claim or Interest. Upon Confirmation of the Plan, the Reorganized Debtor and the Chapter 11 Trustee shall have, retain, reserve, and be entitled to assert all such Claims, causes of action, rights of set-off, and other legal or equitable defenses which the Debtor or Chapter 11 Trustee had immediately prior to the commencement of the Bankruptcy fully, as if the Bankruptcy had not been commenced. Following Confirmation, the Reorganized Debtor or Chapter 11 Trustee may settle any controversy without need of Court approval.

6.02. Except as may be specifically provided herein, no partial payments and no partial distributions will be made with respect to any Disputed Claim until the resolution of such disputes by settlement or Final Order. Notwithstanding the foregoing, any Person or entity who holds both an Allowed Claim or Interest and a Disputed Claim or Interest will receive the appropriate payment or distribution on such Allowed Claim, although no payment or distribution will be made on any Disputed Claim until such dispute is resolved by settlement or Final Order.

6.03. Except as expressly provided herein, no Claim or Interest shall be deemed Allowed by virtue of the Plan, confirmation of the Plan or any order of the Court in the Bankruptcy, unless and until such Claim or Interest is deemed Allowed under the Bankruptcy Code or the Bankruptcy Court enters a Final Order in the Bankruptcy allowing such Claim or Interest. Subsequent to Confirmation, the Reorganized Debtor and Chapter 11 Trustee shall have and retain any and all rights and defenses it had with respect to any Claim or Interest as of the Petition Date. Unless an earlier or later time is set by order of the Bankruptcy Court, all objections to Claims and Interests shall be filed with the Bankruptcy Court and served upon the Holders of each of the Disputed Claims and Interests to which objections are made by the latter of (i) sixty (60) days after the Effective Date; or (ii) sixty (60) days after a Proof of Claim or Interest is filed.

#### ARTICLE VII - MEANS FOR IMPLEMENTATION OF PLAN

7.01. *Continued Corporate Existence:* The Reorganized Debtor will continue to conduct business as a lawful corporation in good standing under the laws of the state of Florida.

#### 7.02. *Operations and Management*

*Operations:* The proposed Plan is based on estimates and projections of future operating results provided by the Operator, David Forrester. A fundamental premise of the projections is that the Company will continue to operate with the existing design and equipment. The Chapter

11 Trustee believes it is unrealistic to expect that the Reorganized Debtor will be able to raise enough capital to materially alter or expand the Company's operations for the foreseeable future.

Attached to the Disclosure Statement is a twenty-five year projection of the Reorganized Debtor's operations which represents the Chapter 11 Trustee's best estimation of future revenues and expenditures based upon current market conditions and historical trends. The proforma reflects that the Reorganized Debtor will have sufficient cash available for payment of the Claims pursuant to the Plan.

The Chapter 11 Trustee is seeking Exit Financing, as further described in Sections 3.01, 3.02, and 3.03, and proposes it as an option under the Plan. Exit Financing would facilitate the implementation of the Plan by providing additional funding for administrative expenses and for working capital. Exhibit 10.03 is a summary of the twenty-five year projection incorporating the Exit Financing

*Management:* David Forrester, founder and CEO of TIRES, Inc., is a manufacturing expert with Fortune 200 company experience. He graduated with a BA degree in Economics/Political Science from Williams College. In 1991, Mr. Forrester designed and opened a tire shredding and recycling facility in North Carolina to take advantage of what he saw as a business opportunity resulting from state regulations regarding the disposition of used tires. In 2002, Mr. Forrester designed and opened another tire recycling facility in Georgia. TIRES, Inc. currently processes over 50,000 tons of tires a year, approximately 3.5 times the amount processed by the Debtor.

Since taking over operations of the Debtor on February 23, 2004, Mr. Forrester has increased operating cash flows by dedicating marketing resources to increase the Debtor's customer base and to increase sales to existing customers; increasing tipping fee income; employing under-utilized plant capacity to produce a saleable, larger chip product; increasing the rubber yield from the recycling process; increasing the amount of scrap material that is sold; and lowering the effective labor costs of production. Mr. Forrester's plan is to continue to seek ways to diversify the Reorganized Debtor's product lines and customer base and to realize operating efficiencies; use operating cash flows to methodically upgrade the Debtor's machinery and equipment over time; and, accelerate distributions to creditors contemplated in the Plan.

7.03. *Corporate Structure:* The Reorganized Debtor will have an initial board of directors comprised of five board members, that will include (a) at least two members as determined by the Bondholders Committee; (b) David Forester; and (c) an outsider that is involved in, or familiar with, the tire recycling industry.

The Reorganized Debtor will initially be managed by David Forrester under the terms of

a management agreement, a copy of which is attached. The management agreement is for a term of one (1) year, commencing on the Confirmation Date, and provides two (2) 1-year renewal options, and provides that David Forrester will be compensated in the amount of \$20,000 per month as manager of the Debtor, which amount will include all expenses and costs incurred by David Forrester as manager. The management agreement may be terminated by either party upon 120-days written notice to the other. Mr. Forrester has indicated to the Chapter 11 Trustee his belief that a permanent president or chief executive officer should be hired by the Reorganized Debtor sometime after the first anniversary of the Effective Date. The decision to exercise the renewal option(s) of Mr. Forrester's management agreement and the decision regarding a permanent president for the company will be left to the Reorganized Debtor's board of directors.

The Reorganized Debtor will authorize of 1000 shares of new voting, common stock in the Reorganized Debtor, each share having a par value of \$0.01. 600 shares will initially be held by the Reorganized Debtor until all objections to Claims have been resolved, at which time 500 shares will be issued to the members of Class 12 and 13 holding Allowed Claims, and 100 shares will be issued to David Forrester as additional incentive for him to enter into the management agreement. The remaining 400 authorized but not issued shares of the Reorganized Debtor's common stock will be held as Treasury Stock, and issued to David Forrester as incentive to meet or exceed the Reorganized Debtor's financial performance under the Plan as follows:

When the outstanding principal balance of the Secured Note, including accrued but unpaid interest, is reduced to:	The Reorganized Debtor will issue the following number of additional shares of common stock to David Forrester:
\$9,000,000	30
\$8,500,000	30
\$8,000,000	30
\$7,500,000	30
\$7,000,000	30
\$6,500,000	30
\$6,000,000	30
\$5,500,000	20

\$5,000,000	20
\$4,500,000	20
\$4,000,000	20
\$3,500,000	20
\$3,000,000	20
\$2,500,000	20
\$2,000,000	10
\$1,500,000	10
\$1,000,000	10
\$500,000	10
\$0	10

The Reorganized Debtor will execute all agreements and documents, such as new corporate bylaws or amending its articles of incorporation, necessary to effectuate these changes.

7.04. *Covenants*: The Reorganized Debtor shall agree not to declare any cash dividends or other cash distributions to any holders of its equity securities so long as any obligations in Classes 1 to 3, inclusive, remain outstanding.

#### ARTICLE VIII - MAINTENANCE OF CAUSES OF ACTION

8.01. Any rights or causes of action under any theory of law, including, without limitation, under the Bankruptcy Code, accruing to Chapter 11 Trustee or Debtor shall become assets of Reorganized Debtor pursuant to 11 U.S.C. § 1123(b)(3)(B) and pursuant to the Plan.

Confirmation of this Plan and entry of an Order confirming this Plan shall not (a) constitute an adjudication of any adversary proceedings or other causes of action or Claims which the Chapter 11 Trustee or Debtor may have against any parties, whether known or unknown, asserted or unasserted, contingent or unliquidated, regardless of whether such party accepts or rejects this Plan or has filed a Proof of Claim in the Bankruptcy; (b) act as *res judicata* or collateral estoppel with respect to any adversary proceedings or other causes of action or Claims of Debtor; or (c) otherwise have any preclusive effect with respect to a Claim, adversary

proceeding or other cause of action that Debtor has or may have prior to the Effective Date.

#### ARTICLE IX – CHAPTER 11 TRUSTEE

9.01. The Plan provides that the Chapter 11 Trustee will assist the Reorganized Debtor postconfirmation in the following manners: (1) assisting in negotiating and objecting to Claims as requested by the Reorganized Debtor; (2) finalizing any documents necessary to implement the Plan; and (3) assisting in any Chapter 5 causes of action or other adversary proceedings as requested by the Reorganized Debtor. The Chapter 11 Trustee shall be paid in the ordinary course of business at his normal hourly rate.

#### ARTICLE X - MISCELLANEOUS PROVISIONS

10.01. *Exemption from documentary stamp taxes:* As set forth in section 1146(c) of the Bankruptcy Code, all securities issued, transferred, or exchanged under this Plan and all instruments of transfer made or delivered under this Plan are exempt from documentary stamp taxes.

10.02. *Attorneys' fees for post-confirmation services:* Section 1129(a)(4) of the Bankruptcy Code requires that all payments for services or for costs and expenses in or in connection with the case, or in connection with the Plan and incident to the case, be approved by, or be subject to approval of, the court as reasonable. Nevertheless, under local rule, the Reorganized Debtor may take certain actions, such as objecting to Claims, following the Confirmation Date. Accordingly, all professional fees and expenses incurred by the Reorganized Debtor from and after the confirmation date will be paid in the ordinary course of business of the Reorganized Debtor without further order of the bankruptcy court.

10.03. *Distribution dates:* All distributions to be made under this Plan on account of allowed Claims or interests will be made no later than 45 days subsequent to the later of the date specified or, where objection is made to a Claim or interest, the date 10 days after entry of a final order allowing such Claim or interest.

10.04. *Pro rata distributions:* Where the Plan calls for pro rata distributions to holders of a particular class of Claims and one or more such Claims are the subject of objections, distributions will be made once any and all objections to Claims have been resolved.

10.05. *Re-vesting of property of the estate:* All assets of the bankruptcy estate shall vest post confirmation in the Reorganized Debtor on the Confirmation Date. The assets will remain subject to any valid lien, security interest, mortgage or other interest in property securing an allowed secured Claim provided for in the Plan.

10.06. *Retention of jurisdiction:* The court shall retain jurisdiction over the Reorganized Debtor and its operation subject to confirmation of the Plan for the following purposes only:

- A. To rule on the allowance of Claims and to hear any objections thereto;
- B. To conclude any adversary proceedings pending upon the effective date;
- C. To allow and approve or disapprove the payment of any pre-confirmation Administrative Expense not previously allowed;
- D. To determine and resolve questions concerning the existence of defaults under the Plan;
- E. To modify the Plan pursuant to section 1127(b) of the Code;
- F. To correct any defect, to cure any omission, to reconcile any inconsistency in the Plan or order of confirmation as may be necessary to carry out the purposes and intent of the Plan; and
- G. To issue any order necessary to carry out the Plan.

10.07. *Adversary proceedings:* The Reorganized Debtor and the Chapter 11 Trustee reserve the right to begin or continue any adversary proceedings permitted under Title 11, United States Code and the applicable Federal Rules of Bankruptcy Procedure.

10.08. *Modification of Plan:* The Chapter 11 Trustee may submit modifications of the Plan to the court at any time prior to confirmation pursuant to section 1127 of the Code.

10.09 *Indenture Trustee:* So long as the terms of the Secured Note are complied with, the terms of the Indenture will be deemed to have been complied with.

#### ARTICLE XI - DISCHARGE OF DEBTOR

11.01. In accordance with section 1141 of the Bankruptcy Code, the Debtor will be discharged upon confirmation of the Plan of all Claims and liabilities arising prior to the petition date except to the extent provided for in the Plan.

11.02. The rights of The Bank of New York, as Indenture Trustee, and of any successor Indenture Trustee, and of legal and beneficial holders of bonds forming the bases for Claims in Classes 1, 2, 3 and 12 of the Plan (collectively, the "Bondholders") are further modified by the Plan as follows:

- a. The liens securing payment of the bonds shall not extend to tangible property installed or placed on the Debtor's real property in Wildwood, Florida from

and after the confirmation date.

- b. Property of the Reorganized Debtor will be insured only to the extent of its replacement cost, with an agreed value provision to avoid a co-insurance Claim in the event of a casualty.
- b. Audited financial statements shall be obtained to the extent required by the various bond documents.

#### ARTICLE XII – RELEASE

None of the Debtor, the Estate, the Continuing Estate Representative, the Indenture Trustee, the Bondholders' Committee, and Chapter 11 Trustee or any of their respective members, officers, directors, employees, advisors, professionals or agents shall have or incur any liability to any holder of a Claim or Interest for any act or omission in connection with, related to, or arising out of the Case, the pursuit of confirmation of the Plan, the consummation or administration of the Plan, or property to be distributed under the Plan, except for willful misconduct or gross negligence, and in all respects, the Debtor, the Estate, the Continuing Estate Representative, the Bondholders' Committee, and Chapter 11 Trustee and each of their respective members, officers, directors, employees, advisors, professionals or agents shall be entitled to rely on the advice of their respective counsel with respect to their duties and responsibilities during the Case under the Plan.

#### ARTICLE XIII - EXHIBITS

13.01. Management Agreement.

Dated: September 2, 2004.

CHAPTER 11 TRUSTEE OF  
GLOBAL TIRE RECYCLING OF SUMTER COUNTY, INC.

By: /s/ Robert Morrison  
Robert Morrison

/s/ Bradley M. Saxton  
Bradley M. Saxton, Esquire  
Florida Bar No. 0855995  
Ryan E. Davis, Esquire  
Florida Bar No. 0179851  
**WINDERWEEDLE, HAINES, WARD  
& WOODMAN, P.A.**  
Post Office Box 1391  
Orlando, FL 32802-1391  
(407) 423-4246  
(407) 423-7014 (facsimile)  
Attorneys for Trustee



**MANAGEMENT AGREEMENT**

**THIS MANAGEMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2004, by and between David L. Forrester (the "Manager"), Robert B. Morrison, as Chapter 11 Trustee of the Estate of Global Tire Recycling of Sumter County, Inc., a Florida corporation, and Global Tire Recycling of Sumter County, Inc., a Florida corporation ("Company")

**WITNESSETH**

**WHEREAS**, Company is the subject of a Chapter 11 bankruptcy case which is pending in the U.S. Bankruptcy Court, Middle District of Florida, Orlando Division;

**WHEREAS**, by Order dated September 5<sup>th</sup>, 2003, the Bankruptcy Court appointed a Chapter 11 Trustee, Robert Morrison ("Trustee");

**WHEREAS**, the Trustee has engaged David L. Forrester as the Company's Manager during the Chapter 11 Bankruptcy case under a management agreement which, by its terms, expires upon the confirmation of the plan of reorganization and was approved by the Court by Order dated March 12, 2004;

**WHEREAS**, the Trustee proposes a Plan of Reorganization ("Plan") contemplating the retention of David L. Forrester as the Company's Manager after confirmation of the Plan;

**WHEREAS**, Manager possesses executive experience and expertise in the development, supervision of operations and administrative aspects of businesses like that of the Company; and

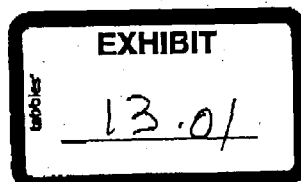
**WHEREAS**, the Company wishes to retain Manager to perform certain executive services ("Management Services") for the Company, as hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties hereto, it is mutually agreed as follows:

1. **Engagement.** The Company hereby retains Manager, and Manager hereby agrees to be retained by the Company, to provide executive Management Services for Company upon the terms and conditions hereinafter set forth.

2. **Management Services.** In consideration of the payments to be made hereunder, Manager shall perform, as determined to be needed by the Company, such executive Management Services for the Company as would usually and customarily be provided by a Chief Executive Officer of Company, including, but not limited to:

(a) **Day-to-Day Operations:** Manager will manage the day-to-day operations of the Company;



(b) **Financial Management:** Manager will be responsible for the financial performance of the company and will guide and direct all activities of the Company in order to optimize said performance. Additionally, Manager will bring in resources who will provide consulting services in areas such as: budget control systems, financial reporting practices, interfaces with lenders, contractual agreements, business office procedures, accounts receivable management, risk management programs, financial modeling, capital planning, and cost accounting analysis as necessary to improve the performance of the business;

(c) **Billing/Operating Account:** Manager shall direct internal company resources to continue to maintain an operating account for Company at a bank or other institution designated by Company, and perform all billing functions (including without limitation collection of bills in the ordinary course of business) on behalf of Company;

(d) **Sales and Marketing:** Manager will bring resources to bear on the sales and marketing function and will personally engage in the management of the customer base in way that maintains and grows existing markets and grows share and finds, develops and sells to new markets; and,

(e) **Other Services:** Manager shall also be responsible for all human resources management, inventory management, and facility and equipment maintenance.

3. **Compensation.** As compensation for Management Services to be rendered hereunder, Manager shall be entitled to receive from the Company \$20,000 per month (the "Management Services Fee"). The Management Services Fee shall be payable to Manager on the first day of each month in arrears for services provided in the preceding month. Said compensation shall include all costs, wages, and out-of-pocket expenses of the manager in the performance of the engagement including the costs of external resources brought in to assist with the activities described above (excluding sales commission which will be paid by the Company directly);

4. **Term.** The term of this Agreement shall commence on the date of entry of a Confirmation Order approving the Plan and shall continue in full force and effect until terminated by a party hereto pursuant to the following sentence, or upon one year following the entry of the Confirmation Order, whichever shall first occur. Either party may terminate this agreement, without cause, at any time upon 120-days advance written notice to the other party. This Agreement may be extended for two additional one year terms at the option of Company upon written notice to the Manager.

Upon any termination of this Agreement, Manager shall turn over to the Company as soon as possible any and all records of Company in Manager's possession.

5. **Notices.** All notices required to be given under this Agreement shall be in writing, and delivered in person or sent by facsimile, overnight courier or certified mail, return receipt requested, postage prepaid, to the following addresses:

**Company:** Global Tire Recycling of Sumter County, Inc.  
120 Industrial Drive  
Wildwood, FL 34785

**Manager:** David L. Forrester  
6126 Ches Court  
Orlando, Florida 32819

The foregoing addresses may be changed by either of the aforesaid parties, and additional persons may be added thereto by notifying all of the other parties hereto in writing and in the manner hereinabove set forth. All notices shall be effective on the earlier of receipt or five (5) days after deposited in the U.S. Mail.

6. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that Manager may assign this Agreement to a business entity of which David L. Forrester owns a controlling voting equity interest, without the prior consent of Company.

7. **Access to Company Facilities: Confidentiality of Records.** During the term hereof, Manager shall be given complete access to the Company's records, offices and facilities, in order that he may carry out his obligations hereunder. Manager shall maintain the confidentiality of all proprietary information contained in files and records of the Company, disclosing the information contained therein only as permitted by law or permitted or directed by the Company in any particular instance.

8. **Autonomy of Parties.** Manager and the Company shall not, by virtue of this Agreement, be deemed partners or joint venturers, nor shall Manager be deemed to be the agent or employee of the Company.

9. **Modification.** Neither this Agreement nor any provision hereof shall be amended or modified (or deemed amended or modified), except by an agreement in writing duly executed and acknowledged with the same formality as this Agreement.

10. **Governing Law.** All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Florida.

11. **Independent Covenants.** Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein. No waivers, express or implied, by either party of any breach of any of the covenants, agreements or duties hereunder of the other

party shall be deemed to be a waiver of any other breach thereof or the waiver of any other covenant, agreement or duty.

12. Court Approval. This Agreement shall be subject to entry of a Confirmation Order by the Bankruptcy Court approving the Plan. An agreement in the form hereof shall be attached to the Plan. The parties agree that they shall act in compliance with this Agreement until Court approval is obtained.

13. Other. [other provisions to be added]

14. Entire Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, who hereby acknowledge that there have been and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

**IN WITNESS WHEREOF** the parties hereunto have executed this Agreement, as of the day and year first above written.

The Company:

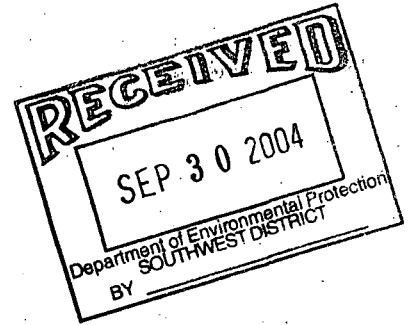
Bankruptcy Estate of Global Tire Recycling of Sumter  
County, Inc.

By \_\_\_\_\_  
As its;

Manager:

\_\_\_\_\_  
David L. Forrester

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION



In re:

GLOBAL TIRE RECYCLING  
OF SUMTER COUNTY, INC.

Case No. 01-12672-6J1

Debtor.  
\_\_\_\_\_ /

TRUSTEE'S SECOND AMENDED DISCLOSURE  
STATEMENT DATED SEPTEMBER 2, 2004

Bradley M. Saxton, Esquire  
Florida Bar No. 0855995  
Ryan E. Davis, Esquire  
Florida Bar No. 0179851  
**WINDERWEEDLE, HAINES, WARD  
& WOODMAN, P.A.**  
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Michael Kass  
Richard S. McIver  
Jeffrey J. Mouch  
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Thomas K. Sciarrino, Jr.  
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Gilbert M. Singer  
Larry E. Solomon (1948-2001)  
Neil C. Spector  
Ronald H. Trybus  
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In reply address firm at  
P.O. Box 800  
Tampa, Florida 33601-0800

Web Site: [www.kasslaw.com](http://www.kasslaw.com)

**E-Mail:**

September 2, 2004

**From: THE OFFICIAL COMMITTEE OF BONDHOLDERS**

**Re: CHAPTER 11 TRUSTEE'S SECOND AMENDED PLAN DATED SEPTEMBER 2, 2004**

Dear Bondholders:

As contained in the materials that follow, you will be asked to vote on two separate matters. First is a vote in favor of the Plan. Second is a vote in favor of new financing.

The Official Committee of Bondholders requests that each bondholder carefully review the Plan and Disclosure Statement and **vote to approve** the Plan of Reorganization. As set forth in the Plan, there is a need for additional financing. Although the Chapter 11 Trustee believes the operations can be successful even without new financing, the Committee strongly urges you to approve the new financing as it will provide greater feasibility and definitely give operations breathing room to proceed with reorganization outside of the bankruptcy court. Please **vote Yes** to authorize the reorganized Debtor to enter into an agreement to obtain Exit Financing.

The Bondholders' Committee was formed out of a concern for representation of your interests in the Chapter 11 case. The Committee hired counsel and became actively involved in the case. We were successful in getting a Chapter 11 Trustee appointed and having new management put in place. After more than two years and after dealing with difficult issues and conditions, the Chapter 11 Trustee has formulated the Plan. The Committee strongly supports the Chapter 11 Trustee's Plan of Reorganization.

One of the major tenets of the Chapter 11 Trustee's Plan was fulfilled by replacing Global Tire's management. As of February 23, 2004, David Forrester, the President and C.E.O. of Tires, Inc. is Global Tire's new operator. Mr. Forrester was the Committee's nominee and operator of choice. Mr. Forrester has had a successful career in the tire recycling industry and is

recognized nationally as a leader in the industry. In addition to the Global Tire facility, Mr. Forrester continues to operate two plants in the Southeastern United States. The Committee is confident Mr. Forrester will succeed in making Global Tire Recycling a profitable company.

The Committee has actively reviewed the monthly operating reports and pro forma projections and believes the Plan is feasible. The Chapter 11 Trustee's Plan affords Bondholders the best opportunity to recover the maximum amount of their principal investment in Global Tire, with 5% interest. Under the Plan, Bondholders also become stockholders in the company and may in the future receive dividends on their stock positions (in addition to interest on their bonds).

The Plan proposes to continue to secure the bonds by the assets and pay back \$9,500,000, plus interest. That is a return of more than 90% of the face value of the bonds issued. The repayment will be over a multi-year period. The remaining portion of the Bondholders' claims will be treated as general unsecured claims. These unsecured claims will be satisfied in part by cash payments and by stock issued in the Reorganized Debtor. Please note, however, that no representations respecting the stock and its future value, if any, are made in this letter.

As additional protections Bondholders' representatives will hold two (2) seats on the Board of Directors of the Reorganized Debtor corporation.

As stated above the Plan provides for a Vote on whether the Debtor should be permitted to borrow additional funds from a third party, referred to in the Plan as the "Exit Financing". The Committee has been active in aggressively pursuing Exit Financing, because the Committee believes that the Exit Financing would allow the Reorganized Debtor to consolidate certain expenses and provide a means for plant expansion and working capital which the Committee believes will be very beneficial in the reorganization process.

The Plan contains a release provision that would absolve certain parties from any liability in connection with the bankruptcy case except for gross negligence and willful acts. Since we believe such release is inappropriate, the Committee will file an Objection to that limited provision of the Plan on behalf of the Bondholders.

Please vote to approve the Chapter 11 Trustee's Plan. Please also vote to approve the proposed new financing.

Sincerely,

Larry Foyle, Attorney for  
The Official Committee of Bondholders  
813 229 0900 ext 1353

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## ARTICLE I - INTRODUCTION

**(THE BONDHOLDERS COMMITTEE SUPPORTS  
THE PROPOSED PLAN AS EVIDENCED BY THE  
LETTER BY COUNSEL FOR THE COMMITTEE  
INSERTED IN THE FRONT OF THE  
DISCLOSURE STATEMENT AS EXHIBIT 10.01)**

1.01. *Purpose:* This disclosure statement is provided by the Court appointed Chapter 11 Trustee, Robert Morrison ("Chapter 11 Trustee"). The purpose of this disclosure statement is to provide information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the Debtor and the condition of the Debtor's books and records, that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the Plan.

1.02. No representations: NO REPRESENTATION CONCERNING THE DEBTOR IS AUTHORIZED OTHER THAN AS SET FORTH HEREIN. ANY REPRESENTATIONS OR INDUCEMENTS MADE WHICH ARE OTHER THAN AS CONTAINED HEREIN SHOULD NOT BE RELIED UPON IN ARRIVING AT A DECISION ABOUT THE PLAN.

The information contained herein has not been subject to audit. For that reason, as well as the complexity of the Debtor's business and the impossibility of making assumptions, estimates and projections with complete accuracy, the Chapter 11 Trustee is not able to warrant or represent that the information contained herein is without inaccuracy, although every reasonable effort has been made to insure that the information is accurate.

1.03. *Plan controls:* The Chapter 11 Trustee's Amended Plan of Reorganization dated, July 29, 2004 (the "Plan") should be closely reviewed in conjunction herewith. The disclosure statement is qualified in its entirety by reference to the Plan. If there is any inconsistency between the Plan and this disclosure statement, the terms of the Plan will control. All terms used in this disclosure statement will have the definitions specified in the Plan unless otherwise defined herein or unless the context clearly requires otherwise.

## ARTICLE II - SUMMARY OF CHAPTER 11

2.01. *Property of the estate:* The commencement of a Chapter 11 case creates an estate comprising all the legal and equitable interests of the Debtor in property as of the date the petition is filed. Sections 1101, 1107, and 1108 of the Bankruptcy Code provide that a Debtor may continue to operate its business and remain in possession of its property as a "Debtor in possession" unless the bankruptcy court orders the appointment of a trustee. By order dated

September 5, 2003, the Court appointed Robert Morrison as the Chapter 11 Trustee.

2.02. *Automatic stay:* Pursuant to Bankruptcy Code section 362, the filing of a Chapter 11 petition operates as an automatic stay applicable to all entities of various actions, including actions to collect prepetition claims from the Debtor or otherwise interfere with its property or business.

2.03. *Plan of reorganization:* The Chapter 11 Plan sets forth the terms of financial reorganization. After significant due diligence, the Chapter 11 Trustee has constructed this Plan and is the proponent of it.

2.04. *Disclosure statement:* An acceptance or rejection of a plan may not be solicited after the commencement of a Chapter 11 case from a holder of a claim or interest, unless, at the time of or before the solicitation, there is transmitted to the holder the plan or a summary of the plan, and a written disclosure statement approved, after notice and a hearing, by the Court as containing "adequate information." "Adequate information" means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the Debtor and the condition of the Debtor's books and records, that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan.

2.05. *Impairment:* A class of claims or interests is "impaired" if the legal, equitable, or contractual rights attaching to the claims or interests of that class are modified. However, modification for the purpose of determining impairment does not include curing defaults and reinstating maturity, so long as the holder of a claim or interest is compensated for any damages incurred as a result of reasonable reliance on contractual provisions or applicable nonbankruptcy laws that authorize acceleration of the debt after default.

2.06. *Confirmation standards:*

*General:* The proponent of a plan of reorganization must meet all applicable requirements of section 1129(a) of the Bankruptcy Code (except section 1129(a)(8) if the proponent proposes to seek confirmation of the plan under the provisions of section 1129(b) of the Bankruptcy Code). These requirements include, among other things, that: (a) the plan comply with applicable provisions of Title 11 and other applicable law; (b) the plan be proposed in good faith; and (c) at least one impaired class of creditors has voted to accept the plan.

*Specific:* Section 1129 of the Bankruptcy Code, which sets forth the requirements that must be satisfied in order for the plan to be confirmed, lists the following requirements for the approval of any plan of reorganization:

1. A plan must comply with the applicable provisions of the Bankruptcy Code, including inter alia, section 1123(a)(4) which provides that a plan must "provide the same treatment for each claim or interest of a particular class, unless the holder of a particular claim or interest agrees to a less favorable treatment of such particular claim or interest." This anti-discrimination provision applies to contingent claims (such as guaranty claims) as well as all other claims and interests.

2. The proponent of a plan must comply with the applicable provisions of the Bankruptcy Code.

3. A plan must be proposed in good faith and not by any means forbidden by law.

4. Any payment made or to be made by the proponent, by the Debtor, or by a person issuing securities or acquiring property under a plan, for services or for costs and expenses in or in connection with the case, or in connection with the plan and incident to the case, must be approved by, or be subject to the approval of, the court as reasonable.

5. (a)(i) the proponent of a plan must disclose the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of the Debtor, an affiliate of the Debtor participating in a joint plan with the Debtor, or a successor to the Debtor under the plan; and

(ii) the appointment to, or continuance in, such office of such individual must be consistent with the interests of creditors and equity security holders and with public policy; and

(b) The proponent of a plan must disclose the identity of any insider that will be employed or retained by the reorganized Debtor, and the nature of any compensation for each insider.

6. Any governmental regulatory commission with jurisdiction, after confirmation of a plan, over the rates of the Debtor must approve any rate change provided for in the plan, or the rate change is expressly conditioned on such approval.

7. Each holder of a claim or interest in an impaired class of claims or interests must have accepted the plan or must receive or retain under the plan on account of the claim or interest property of a value, as of the effective date of the plan, that is not less than the amount

that the holder would so receive or retain if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code on such date; or, if the class is a class of secured claims that elects non-recourse treatment of the claims under section 1111(b) of the Bankruptcy Code, each holder of a claim in the class will receive or retain under the plan on account of the claim property of a value, as of the effective date of the plan, that is not less than the value of the holder's interest in the estate's interest in the property that secures the claims.

8. With respect to each class of claims or interests, the class must accept the plan or not be impaired under the plan (subject to the "cramdown" provisions discussed below).

9. Except to the extent that the holder of a particular claim has agreed to a different treatment of the claim, a plan must provide that:

a. with respect to an administrative claim and certain claims in an involuntary case, on the effective date of the plan, the holder of the claim will receive on account of the claim cash equal to the allowed amount of the claim;

b. with respect to a class of priority wage, employee benefit, consumer deposit and certain other claims described in subsections 507(a)(3)-(6) of the Bankruptcy Code, each holder of a claim of the class will receive

(i) if the class has accepted the plan, deferred cash payments of a value, as of the effective date of the plan, equal to the allowed amount of the claim;

(ii) if the class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of the claim; and

c. with respect to a priority tax claim of a kind specified in section 507(a)(8) of the Bankruptcy Code, the holder of the claim will receive on account of the claim deferred cash payments, over a period not exceeding six years after the date of assessment of the claim, of a value, as of the effective date of the plan, equal to the allowed amount of the claim.

10. If a class of claims is impaired under a plan, at least one class of claims that is impaired under the plan must have accepted the plan, determined without including any acceptance of the plan by any insider.

11. Confirmation of a plan must not be likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor under the

plan, unless the liquidation or reorganization is proposed in the plan. This is the so-called "feasibility" requirement.

12. All fees payable under section 1930 of Title 28, United States Code, as determined by the court at the hearing on confirmation of the plan, must have been paid or the plan must provide for the payment of all the fees on the effective date of the plan.

13. A plan must provide for the continuation after its effective date of payment of all retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code, at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114 at any time prior to confirmation of the plan, for the duration of the period the Debtor has obligated itself to provide the benefits.

This disclosure statement discusses in more detail three of these requirements: (a) feasibility of the plan; (b) acceptance by impaired classes; and (c) the minimum value standard. Further, the required disclosures described in paragraph 5 above are contained herein. The Chapter 11 Trustee believes that the plan meets all the requirements of section 1129(a) of the Bankruptcy Code (other than as to voting, which has not taken place) and will seek a ruling of the court to that effect at the hearing on confirmation of the plan. You are urged to consult your own counsel to evaluate each and every one of the standards for confirmation of the plan under the Bankruptcy Code.

2.07. *Feasibility of the plan:* The Chapter 11 Trustee believes that, after confirmation of the plan, the Reorganized Debtor will be able to perform its obligations under the plan and continue to operate its business without further financial reorganization or liquidation. Confirmation of the plan will require the Court to determine that the plan is feasible.

2.08. *Acceptance of the plan:* As a condition of confirmation, the Bankruptcy Code requires that each impaired class of claims or interests accept the plan. The Bankruptcy Code defines acceptance of a plan by a class of claims as acceptance by holders of two-thirds in dollar amount and a majority in number of claims in that class, but for that purpose counts only those who actually vote to accept or reject the plan. The Bankruptcy Code defines acceptance of a plan by a class of interests (equity securities) as acceptance by holders of two-thirds of the number of shares, but for this purpose counts only shares actually voted. Holders of claims or interests who fail to vote are not counted as either accepting or rejecting a plan.

Classes of claims or interests that are not "impaired" under a plan are deemed to have accepted the plan and are not entitled to vote. A class is deemed not to have accepted a plan if the plan

provides that the claims or interests of the class do not entitle the holders of claims or interests to receive or retain any property under the plan on account of the claims or interests. Acceptances of the plan are being solicited only from those who hold allowed claims or interests in an impaired class.

2.09. *Best interests of creditors and equity security holders; liquidation analysis:* Even if the plan is accepted by each class of creditors and equity security holders, to confirm the plan, the court must independently determine that the plan is in the "best interests" of all classes of creditors and equity security holders impaired by the plan. The "best interests" test requires that the court find either that: (i) all members of an impaired class of claims or interests have accepted the plan; or (ii) the plan will provide each non-accepting member of the class with a recovery that has a value at least equal to the value of the distribution that each member would receive if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code.

To calculate what members of each impaired class of creditors and equity security holders would receive if a Debtor were liquidated, the court must first determine the aggregate dollar amount that would be generated from the Debtor's assets if the Chapter 11 case was converted to a Chapter 7 case under the Code. This "liquidation value" would consist primarily of the proceeds from a forced sale of the Debtor's assets by a Chapter 7 trustee.

The amount of liquidation value available to unsecured creditors would be reduced, first, by the claims of secured creditors to the extent of the value of their collateral, and, then by the costs and expenses of liquidation, as well as by other administrative expenses and costs of both the Chapter 7 case and the Chapter 11 case. Costs of liquidation under Chapter 7 of the Code would include compensation of a Chapter 7 trustee, as well as compensation of counsel and other professionals retained by the Chapter 7 trustee, asset disposition expenses, all unpaid expenses incurred by the Debtor in its Chapter 11 case (such as compensation of the Chapter 11 Trustee, attorneys, financial advisors, and accountants) that are allowed in the Chapter 7 case, litigation costs, and claims arising from the operations of the Debtor during the pendency of the Chapter 11 case. The liquidation itself would trigger certain priority claims, such as claims for severance pay, and would accelerate other priority payments that otherwise would be due in the ordinary course of business. Those priority claims would be paid in full out of the liquidation proceeds before the balance would be made available to pay general claims or to make any distribution with respect to equity interests.

In liquidation, distinctions among classes of unsecured claims are generally eliminated. Once the court ascertains the recoveries in liquidation of secured creditors, administrative and other priority claimants, general creditors, and equity security holders, those recoveries are compared

with the distributions offered to each class of claims or interests under the plan of reorganization to determine if the plan of reorganization is in the best interests of creditors and equity security holders of each class.

The Chapter 11 Trustee believes that: (a) the plan is in the best interests of creditors; and (b) that the holders of claims in each impaired class will receive more under the plan than they would in liquidation. Attached to this disclosure statement is a liquidation analysis prepared by the Chapter 11 Trustee. Reference is made to the liquidation analysis for specific valuations, estimated recoveries, and for a description of the procedures followed, the factors considered, and the assumptions made in preparing the analysis. The Chapter 11 Trustee believes that any liquidation analysis is speculative.

2.10. *Confirmation without acceptance of all impaired classes (cramdown)*: The Bankruptcy Code contains provisions for confirmation of a plan of reorganization even if the plan is not accepted by all impaired classes, as long as at least one impaired class of claims has accepted the plan. The provisions for confirmation of a plan despite the non-acceptance of one or more impaired classes of claims or interests are set forth in section 1129(b) of the Code. If a plan of reorganization is to be confirmed despite the rejection of a class of impaired claims or interests, then the proponent of the plan must show, among other things, that the plan of reorganization does not discriminate unfairly and that the plan is fair and equitable with respect to each impaired class of claims or interests that has not accepted the plan.

If a class of secured claims rejects the plan, the plan may still be confirmed if it provides (a) that the holders of the claims retain the liens securing the claims to the extent of the allowed amount of the claims, and that they receive deferred cash payments totaling at least the allowed amount of the claims of a value, as of the effective date, of at least the value of their interest in the estate's interest in the collateral securing the claims; or (b) for the sale of the collateral securing the claims, free and clear of liens, with the liens to attach to the proceeds of the sale and for treatment of the liens in the manner specified in clause (a), above, or (c), below; or (c) for the realization by the holders of the indubitable equivalent of the claims. Clause (c) has been interpreted by some courts to include a surrender of the collateral securing a claim.

If a class of equity security holders rejects the plan, the plan still may be confirmed if it provides (a) for each holder of an interest included in the rejecting class to receive or retain on account of that interest property that has a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which the holder is entitled, any fixed redemption price to which the holder is entitled, or the value of the interest; or (b) that the holder of any interest that is junior to the interest of the class will not receive or retain any property



under the plan on account of the junior interest.

If the plan is not accepted by the requisite votes received from each impaired class, the Chapter 11 Trustee will consider seeking confirmation of the plan pursuant to section 1129(b) of the Code.

### ARTICLE III - THE DEBTOR AND ITS BUSINESS

3.01. *History of the Debtor:* The Debtor was founded in March 1996 by its former President and C.E.O., Mr. Fifer ("Mr. Fifer"). It was formed to participate in the crumb rubber industry that produces and markets fine-mesh, clean rubber that has been derived from waste tires, primarily to be used in the formulation of highway asphalt mix. In June 1997, the Sumter County Industrial Development Authority issued those certain \$9,250,000 Industrial Development Revenue Bonds (Global Tire Recycling Project) Series 1997 (the "1997 Bonds"), and the proceeds of the 1997 Bonds were loaned to the Debtor. The issue was underwritten by the investment banking firm of Blount Parrish & Company, Inc. With the proceeds from this offering, the Debtor retained a consulting firm from the industry to design the production system, purchased the land in an industrial park from the City of Wildwood, constructed a 48,000 S.F. facility, and purchased and installed all of the processing and production equipment as specified by the consultants. In September 1998, the Sumter County Industrial Development Authority issued a \$1,000,000 Industrial Development Revenue Bond offering for the Debtor's purchase and installation of additional equipment and systems that had not been specified in the original facility and system design (the "1998 Bonds"). The Debtor's investment banker, through its holding company, BP Holdings, LLC ("BP"), became a minority shareholder in Global Tire Recycling, Inc., the parent company of the Debtor, by means of the original bond offering. BP increased its equity ownership as a result of its underwriting the 1998 Bond offering. The Debtor became operational in November 1998, at which time its product was accepted by the State of Florida's D.O.T. Qualified Products List for use in its crumb rubber modified asphalt highway projects, which was the original primary intended market for the Debtor's products.

All of the corporate stock of the Debtor is owned by Global Tire Recycling, Inc. The corporate stock of the Debtor is the only asset of Global Tire Recycling, Inc. The shareholders of Global Tire Recycling, Inc. are Mr. Fifer, the founder and former President and C.E.O. of the Debtor, with 69.84%, BP with 19.05%, Judith L. Mathia with 9.52%, William B. Blount with 0.80%, and C. Derek Parrish with 0.79%.

3.02. *Events leading up to Chapter 11 case:* The Debtor had difficulties from its inception,

because its original plant design was faulty, costing the Debtor significant sums to upgrade and replace its equipment. The design flaws, coupled with a significant decline in the market price of the finished product, among other things, kept the Debtor from generating operating income. Aside from the interest reserves of the bond issues, the Debtor made no payments of Bond interest or principal. The Debtor filed its petition for relief under Title 11 of the United States Code on December 21, 2001.

#### ARTICLE IV - DEBTOR'S BANKRUPTCY CASE

4.01. *Commencement of case:* On December 21, 2001, the Debtor filed its petition for relief under Chapter 11 of the Bankruptcy Code.

4.02. *Proceedings in bankruptcy case:*

a. *Debtor in possession:* Initially, the Debtor managed its property as a debtor-in-possession under the authority of sections 1107 and 1108 of the Bankruptcy Code and Court orders entered in this case. During the course of the Bankruptcy case, the Debtor, and its operator, Mr. Fifer, failed to obtain the support of the Official Committee of Bondholders (the "Bondholders Committee") and the Indenture Trustee. This resulted in competing plans filed by the Debtor and the Bondholders Committee, none of which were confirmed. A plan proposed by the Bondholders Committee favored replacing Mr. Fifer with a new operator. Realizing that the case was no longer progressing, the Court appointed a Chapter 11 Trustee on September 5, 2003. The Debtor is no longer a debtor-in-possession.

b. *Appointment of Chapter 11 Trustee:* The Court duly appointed Robert Morrison as Chapter 11 Trustee by Order dated September 5<sup>th</sup>, 2003, charging him with the duty of evaluating and analyzing the Debtor's prospects for reorganization. Mr. Morrison was immediately aware of the tensions between the Debtor and the Bondholders Committee and conducted his own, independent due diligence, bringing a new, unbiased perspective to the situation.

c. *Management Transition:* One of the most pressing challenges for the Chapter 11 Trustee was determining how to allow the Debtor to operate more efficiently while also maximizing its growth potential. After extensive investigation into the Debtor's financial affairs and into the industry, the Chapter 11 Trustee concluded that a change in management was necessary. The Chapter 11 Trustee interviewed several prospective operators and concluded that David Forrester would provide the Debtor with its best opportunity for financial success. David Forrester has substantial experience in the tire

recycling business and enjoys an exceptional reputation within the industry. His company, TIRES, Inc., founded in 1991, processes over 50,000 tons of tires per year, approximately 3.5 times the amount processed by the Debtor, and works with counties, municipalities, and businesses on the proper disposal of scrap tires. The Bondholders Committee supports David Forrester as the Debtor's operator.

The Chapter 11 Trustee developed and implemented a management transition plan that included signing Mr. Forrester to a management agreement and retaining key employees. By Order dated March 12, 2004, the Court approved the management agreement with David Forrester which compensates him in the amount of \$20,000 per month, inclusive of all fees and costs associated with management. The Order also approved bonus retention plans in the amount of \$1,000 per month, for a maximum of twelve months, for two of the Debtor's key employees, Robert Bjork, the Debtor's controller, and Mark Bailey, the Debtor's plant manager.

*d. Claims bar dates:* The deadline for filing claims was April 29, 2002, while the deadline for filing Claims by governmental units was June 19, 2002.

*e. Retention of professionals:*

(i) The Debtor retained, with Court approval, the following professionals to assist the Debtor in this case:

Wolff, Hill, McFarlin & Herron, P.A. ("WHMH"), general counsel to Debtor. WHMH received the following compensation from the Debtor: (1) a \$25,000 retainer from Mr. Fifer, former president of the Debtor; (2) on December 11, 2002, the Court entered an order authorizing the Debtor to pay WHMH \$40,504.38; of that amount, WHMH retained \$30,504.38 and refunded \$10,000 to Mr. Fifer; (3) on June 16, 2003, the Court entered an order authorizing the Debtor to pay WHMH \$24,790.54; (4) on February 26, 2004, the Court entered an order authorizing the Debtor to pay WHMH \$26,137.71; (5) on July 16, 2004, the Court entered an order authorizing the Debtor to pay WHMH a final payment of \$13,595.87.

Duggan, Joiner & Company, as accountants for the Debtor. On December 11, 2002, the Court entered an order granting the Duggan firm's application for fees in the amount of \$10,800.00 and authorized a payment of \$2,600, which has been paid.

Leonard, Felker, Altfeld, Greenberg & Battaile, P.C., as special counsel to Debtor to

collect a judgment entered in Debtor's favor in adversary proceeding 6:02-ap-31 against Landstar, Inc. and related companies. No recovery was made and no payments were made by the Debtor to the special counsel. No further amounts are due.

Bob Rogers and the engineering firm of Robert L. Rogers Engineering Co., Inc. (collectively, "Rogers") as engineers for the Debtor for the purpose of applying to the Florida Department of Environmental Protection for a new waste tire processing permit and to interface with City and State governmental organizations. The Court authorized a retainer to Rogers in the amount of \$7,500, of which \$6,345 was paid to Rogers. No further amounts are due.

The Debtor applied to retain two law firms, Bowen & Campione, P.A. and Morgan, Colling & Gilbert, P.A. as special counsel to represent the Debtor in litigation against the City of Wildwood. The Debtor further anticipated employing the services of Bowen & Campione to represent it in claims litigation with Site Tech of Central Florida, Inc. The claim of Site Tech, however, was listed as disputed and Site Tech did not file a proof of claim within the time permitted for doing so. Site Tech, therefore, does not hold a claim against this estate. Moreover, the Debtor settled its dispute with the City of Wildwood for \$330,000 which has been paid by the City to the Debtor (\$205,000) and to the law firms (\$125,000).

The Debtor applied to retain the services of Bondholder Communications Group ("BCG") as balloting agent. An Order authorizing Debtor's retention of Bondholder Communications Group as balloting agent pursuant to Section 327 of the United States Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure was issued on July 16, 2002. No further amounts are due.

At request of the Committee and upon Order of the Court, the Indenture Trustee made payment from the Debt Service Reserve Funds of the Bonds to counsel for the Committee.

(ii) The United States Trustee appointed an Official Committee of Bondholders in this case. After originally employing Gronek & Latham, LLP, the Bondholders Committee employed, with Court approval, Larry M. Foyle and the Tampa law firm of Kass, Shuler, Solomon, Spector, Foyle & Singer, P.A. as its counsel ("Kass, Shuler"). By order dated December 11, 2002, the Court awarded Gronek & Latham fees in the amount of \$9,874.50 and expenses in the amount of

\$467.57.

By order dated December 11, 2002, the Court authorized payment to Kass, Shuler in the amount of \$13,588.84, which has been paid and which is 70 percent of fees and costs allowed in the amount of \$19,412.63. By Order dated September 17, 2003, the Court authorized payment to Kass, Shuler in the amount of \$37,133.25, which has been paid and which represents 70 percent of fees and costs allowed in the amount of \$53,047.50. By Order dated July 16, 2004, the Court authorized payment to Kass, Shuler in the amount of \$28,253.08, which represents 70 percent of fees and all costs during the relevant period. Approximately \$33,550.00 of fees incurred by Kass, Shuler have been approved by the Court, but are being withheld until confirmation and a hearing on the firm's final application for payment. Kass, Shuler continues to represent the Bondholders Committee and is expected to request additional fees and costs at confirmation.

The Court authorized payment to Western Resource Management, Inc., consultants of the Bondholders Committee, in the amount of \$4,134.50 by Order dated May 20, 2003.

The Court approved the Committee's request to retain Bill Petrick of Western Resource Management as its industry expert. It was authorized to pay up to \$5,000, and \$4,315 has been paid. The Court also approved the Committee's request to retain John Crowley of Granutech-Saturn Systems, Inc. to study and report on the Debtor's production facility. It was authorized to pay up to \$2,000, but nothing has been paid to date since no services were rendered.

(iii) The Chapter 11 Trustee has retained, with Court approval, the following professionals to assist him in this case.

Winderweedle Haines Ward & Woodman, P.A. ("WHWW"), as attorneys for the Chapter 11 Trustee, by Order dated December 11, 2003. On February 25, 2004 the Court entered an Order authorizing the estate to pay WHWW \$28,214.87. On July 13, 2004, the Court awarded \$59,355.11 to WHWW, which represents 70% of its fees and all costs during that application period. Approximately \$25,771.00 of the fees incurred by WHWW have been approved by the Court, but are being withheld until confirmation and a hearing on the firm's final application for payment. WHWW continues to represent the Chapter 11 Trustee and is expected to request additional fees and costs at confirmation.

Tedder, James, Worden, & Associates, P.A. ("TJW"), as accountants for the Chapter 11 Trustee, by Order dated December 11, 2003. On March 16<sup>th</sup>, 2004, the Court entered an Order authorizing the estate to pay TJW \$37,532.04. On July 13, 2004, the Court awarded TJW \$44,331.65, which represents 70% of its fees and all costs during the application period. Approximately \$18,705.00 of fees incurred by TJW have been approved by the Court, but are being withheld until confirmation and a hearing on the firm's final application for payment. TJW continues to provide accounting services to the Chapter 11 Trustee and is expected to request additional fees and costs at confirmation.

*f. DIP reports; quarterly fees:* The Debtor and the Chapter 11 Trustee have timely filed all of their required monthly reports with the office of the United States Trustee and with the clerk of the bankruptcy court, and have paid all of its quarterly fees payable to the United States Trustee under 28 U.S.C. § 1930.

*g. Officer's compensation:* The Debtor sought and obtained authority to pay \$100,000 per year to Mr. Fifer, its president, and to continue to pay his group health insurance premium in the amount of \$187 per month. On February 23, 2004, the Chapter 11 Trustee relieved Mr. Fifer of his position as President and discontinued his compensation. Pursuant to the Court approved management agreement with David Forrester, the Debtor is authorized to pay Mr. Forrester \$20,000 per month as total compensation for his engagement as manager of the Debtor.

*h. Adversary proceedings:*

(i) The Debtor sued Landstar, Inc., an Arizona corporation, and related companies in an effort to collect a delinquent account receivable. The Debtor obtained a judgment against all defendants, jointly and severally, in the amount of \$9,724.03. However, the Debtor understands that the judgment debtor's assets are the subjects of a foreclosure action. The judgment, therefore, may not be collectible.

(ii) The Chapter 11 Trustee informally asserted two potential actions. The first relates to advances totaling \$450,000 made by BP to the Debtor from December 1998, through the first half of 1999 (the "BP Advances"). The Debtor used the advances to refurbish five cracker mills and fund ongoing operating losses during that period. In connection with the advances, BP filed Claim 25 in the amount of \$578,486.28, which included interest accrued through the date of the bankruptcy petition. The Chapter 11

Trustee has asserted that the advances and accrued interest should be treated as capital contributions rather than debt because the Debtor was insolvent at the time of the advances and because of BP's ownership interest in the parent company of the Debtor.

The second issue with BP relates to a capital lease entered into by the Debtor with BP related to a Grizzly granulator machine (the "Grizzly"). BP purchased the Grizzly for the Debtor in September 1999. The base price of the equipment was approximately \$240,000; however, the Debtor did not have the resources to pay for the ancillary costs, either, so BP ultimately paid \$304,267 for a total turnkey system that also included infeed and discharge conveyors, integrated PLC system, integrating that system into the plant's PLC system, spare screens, freight, installation, and sales tax.

BP retained ownership of that system and made it available on a consignment basis for a fee until a decision could be made by both parties as to how it would be treated. That purchase price is not included in the BP Advances or in a note from the Debtor in favor of BP related to the BP Advances. The footnotes to the 2000 audited financial statements of the Debtor clearly stated that "[a]t this time, no written agreement exists between the parties regarding the Grizzly granulator. During 2001, both parties expect to formalize the documentation and make a final decision to either include this amount in the original Note, or enter into a capitalized lease agreement." Ultimately, the Debtor entered into a capitalized lease agreement with BP on September 28, 2001, and the usage fee terminated.

The Chapter 11 Trustee contends that the capital lease should be treated as a financing agreement as opposed to a true lease. Re-characterization of the capital lease as a financing agreement would establish a maximum allowable Secured Claim equal to the value of the collateral. BP filed a Secured Claim with the Court in the amount of \$304,266.83 related to the Grizzly.

The Chapter 11 Trustee and BP have reached a global resolution of the issues as follows:

- (a) The Debtor will grant BP a Secured Claim in the Grizzly of \$125,000. Pursuant to the Plan, BP's Secured Claim will bear interest of 7.5% per annum and will be paid in 84 equal monthly installments of \$1,917.28 commencing on the Plan's Effective Date, and continuing each and every month thereafter until retired.
- (b) The Debtor will allow BP an Unsecured Claim in the amount of \$289,243, approximately one-half of its asserted Claim, No. 25, related to the BP Advances, to

be treated in a manner consistent with the allowed general Unsecured Claims pursuant to the Plan.

(c) All other Claims of BP shall be disallowed, including Claims Nos. 23, 24, and 25.

(iii) The Debtor brought an adversary proceeding against the Tax Collector and Property Appraiser of Sumter County, styled *Global Tire Recycling of Sumter County, Inc. v. Tom Swain, Tax Collector of Sumter County; and Ronnie Hawkins, Property Appraiser of Sumter County*, Adversary Proceeding No. 03-169 (“Property Tax Litigation”). The Debtor was seeking to recover \$85,318.60 from the Tax Collector as an overpayment of 2002 real and tangible personal property taxes. The Debtor had previously successfully challenged and reduced its real property taxes for 2000 and its real and personal property taxes for 2001 due to the Property Appraiser’s excessive appraisals, but prepaid a portion of the 2002 taxes based upon the improper, heightened assessments. The Debtor has obtained a Clerk’s default against the Tax Collector (Docket #14), but the Property Appraiser is defending the adversary proceeding, contending that the Court does not have jurisdiction over the matter. The Court is taking the jurisdictional issue under advisement. On July 13, 2004, the Court granted the Chapter 11 Trustee’s Motion to be substituted as the party plaintiff in the adversary proceeding. The Plan proposes setting off the Chapter 11 Trustee’s Claim against the Claims of the Tax Collector if the Chapter 11 Trustee is successful in the litigation.

(iv) The Chapter 11 Trustee is investigating a potential adversary proceeding against National Consulting Corp., which filed Claim 17 in the amount of \$267,361.79, arising out of a consulting agreement the Debtor entered into with Mr. Fifer, former President of the Debtor. The Chapter 11 Trustee believes that the Claim should be re-characterized as a capital contribution or equitably subordinated. The consulting agreement was an insider transaction entered into while the Debtor was insolvent and evinces self dealings.

(v) The Debtor sued Recovery Technologies Group of Florida, Inc. (“RTG”) on June 10, 2004, alleging that RTG breached an agreement for the purchase of used tires and crumb rubber product by failing to pay for products sold and delivered to RTG. RTG responded by filing an Answer, Affirmative Defenses, and Counterclaim. RTG denied the Debtor’s allegations, and alleges that the products sold were defective. RTG also alleges that the Debtor harmed RTG by failing to allow trucks to depart from the Debtor’s facilities



for around a 10-day period, and alleges that the Debtor damaged RTG's business relationships with its customers. RTG requests that the Debtor indemnify it for damages to third-party businesses which ultimately purchased and used the products. The parties attended a Pre-Trial Conference on August 19. The Court ordered the parties to mediation on or before November 12, 2004.

*i. Avoidance actions:* The Chapter 11 Trustee investigated an avoidance action against BP, but determined that the compromise set forth in subsection (h)(ii) above was in the best interests of the estate. The Chapter 11 Trustee has also analyzed the Debtor's prepetition financial transactions in an effort to determine whether and to what extent it has causes of action against third parties for avoidance and recovery of preferential or fraudulent transfers under sections 547, 548 and 550 of the Bankruptcy Code or under state law. The Chapter 11 Trustee has determined that, while certain payments of money to creditors during the 90-day period prior to the petition date could possibly be avoided, pursuit of such causes of action is not in the best interests of the estate for one or more of the following reasons: (1) the potential defendants will undoubtedly raise defenses available to them under section 547(c) of the Bankruptcy Code, including the defense based on transactions occurring in the ordinary course of business; (2) the legal cost of pursuing such causes of action may outweigh the benefit to be obtained by their pursuit; (3) judgments may not be collectible or fully collectible; and (4) the Debtor requires the goods and services provided by the potential defendants.

*j. Section 506(b) motion:* The Debtor filed a motion to determine the Secured status of Claims 39 and 40 filed by The Bank of New York as Indenture Trustee. The motion, in essence, seeks a determination of the value of the collateral securing the Claims. The Bank of New York and the Bondholders Committee have filed responses to the motion.

*k. Objection to Claims:* The Debtor has objected to several Claims. The Court entered an order sustaining the objections on a default basis and determining amounts of real and personal property taxes payable pursuant to section 505 of the Bankruptcy Code. The Debtor has since objected to 3 additional Claims and all objections have been resolved.

The Chapter 11 Trustee has not conducted a complete Claims analysis yet and reserves the right to object to other Claims. Post-confirmation, the Chapter 11 Trustee or the Reorganized Debtor may object to Claims.

*l. Section 1111(b) election:* The Bank of New York, as Indenture

Trustee, preserved the Bondholders' rights and has been granted an indefinite extension of time within which the 1997 Bondholders, the 1998 Bondholders, or both, may decide whether to make an election to have their collective Claims treated as fully secured under section 1111(b) of the Bankruptcy Code, subject to future Orders of the Court.

*m. Critical vendor motion:* The Debtor sought authority to pay a prepetition debt to Waste Management as a critical vendor. The Court denied the motion.

#### ARTICLE V - SUMMARY OF PLAN

5.01 The following is a summary of principal provisions of the Plan. This summary is qualified in its entirety by reference to the Plan. All classes of Claims are impaired under the Plan.

5.02. *Analysis and Treatment of Bondholder Claims:*

*a. Description of Claims:* The Bondholders' Claims are based upon two separate bond issues, the 1997 Bonds, and the 1998 Bonds, each of which has the potential to have conflicting interests and priorities with respect to the Debtor's assets. For example, the 1997 are secured by a blanket lien on virtually all of the Debtor's real and personal property, except that their lien on accounts receivable are junior to the lien securing the 1998 Bonds. The maturity dates and interest rates also differ among the 1997A, 1997B, and 1998 Bonds. The Plan treats all of the Bonds similarly, as the Chapter 11 Trustee believes that providing similar treatment is the most cost-effective and efficient approach to treating the Bondholders' Claims. Litigation over the priority of liens would be costly and the Chapter 11 Trustee believes that this is unwarranted.

*b. Treatment of Bondholders' Claims/1111(b) election.* The 1997 Bondholders and the 1998 Bondholders have a right under the Bankruptcy Code to make an election to have either or both of their collective claims treated as having a fully Secured Claim and a zero dollar Unsecured Claim under what is commonly called a Section 1111(b) election. The election requires two-thirds in amount and more than half in number of the Bondholders of either Bond issue. In laymen's terms, the election simply means that the Bondholders can continue to look to the assets and not release their lien until the entire debt to the Bondholders has been paid. The two requirements are that the Bondholders must therefore receive approximately \$12.5 million from the reorganization process, with a *proviso* that the present value of the total amount being paid must equal the present value of the collateral that supports the Claim. The Chapter 11 Trustee believes that the value is

somewhere between a forced liquidation value of \$1.0 million to \$1.4 million and a going concern value of \$2.5 million to \$3.0 million. By making the 1111(b) election, the Bondholders of that issue would forfeit any Unsecured Claim and their right to vote as part of the Unsecured Class.

Recognizing the potential of an 1111(b) election, which would stifle the reorganization process, the Chapter 11 Trustee has crafted a Plan that preserves as much of the Secured Claim of the Bondholders as possible, while still allowing for a feasible plan of reorganization. A description of the treatment is set forth below.

A. *Treatment of Secured Claim.* The Bondholders' Claims arising out of the 1997A, 1997B, and 1998 Bonds will be bifurcated into a Secured and an Unsecured Claim. The Secured Claim will be in the amount of \$9,500,000 and shall continue to be a first lien on the Debtor's property, subject only to the lien of any unpaid *ad valorem* taxes, unless each Class of Bondholders approves the Exit Financing, described in Section 5.02(c) below, in which case the liens of the Bondholders will be junior to the liens of the Exit Financing lender. The Secured Claim will be paid, over a maximum of twenty-five years, in accordance with a schedule included in the summary of the *pro forma* projection attached.

B. *Agreement that Balance of Bondholder Claims be Unsecured.* The remaining balance of the Bondholder Claims (approximately \$2,936,744) shall be treated as general Unsecured Claims in accordance with the treatment of other Unsecured Claims in the reorganization proceeding. For Unsecured Claims treatment, please consult the Plan for further details, or Section 5.04 herein.

C. *Indenture Trustee's Fees and Costs.* Pursuant to the Trust Indentures, the Indenture Trustee is entitled to payment by the Debtor of reasonable fees and costs in connection with its duties as the Indenture Trustee. Under the documents governing the Bonds, the Debtor is obligated to pay not only the principal and interest due on the Bonds but also the fees and expenses of the Indenture Trustee. The Trust Indentures provide the Indenture Trustee with a first right of payment and first priority lien on payments flowing through the Indentures. Therefore, any payments to the Bondholders, including those contemplated under the Plan, are subject to that right. The Plan does not alter the Indenture Trustee's rights under the Trust Indentures and, to the extent that any funds flowing through the Indentures are used to pay the fees of the Indenture Trustee, the ultimate distribution to the Bondholders will be reduced by that amount. In other words, the Bondholders will receive less than the principal amount due under the Secured Note because their distribution

will be reduced by the fees and expenses paid to the Indenture Trustee. Based upon information provided by counsel for the Indenture Trustee, the Chapter 11 Trustee believes the accrued fees and costs of the Indenture Trustee exceed \$250,000.

c. *Exit Financing.* The Plan is based on estimates and projections of future operating results prepared by the Operator and the Chapter 11 Trustee and the Chapter 11 Trustee believes that the Plan is feasible with or without Exit Financing. However, the Chapter 11 Trustee also believes that having Exit Financing would facilitate the implementation of the Plan by assisting the Reorganized Debtor in paying the administrative expenses associated with the Bankruptcy case and by providing the Reorganized Debtor with additional working capital. The Chapter 11 Trustee believes that Exit Financing would be in the best interests of the estate and its creditors, provided that the financing can be obtained under reasonable terms at a reasonable cost. Therefore, the Plan provides for a mechanism by which Bondholders may authorize Exit Financing if it becomes available under the following terms:

- (a) Amount: not to exceed \$1,000,000, plus interest;
- (b) Amortization Period: at least seven years;
- (c) Interest Rate: not to exceed 15% per annum;
- (d) Working Capital Reserve: Unrestricted Available Cash, as that term is defined and used in the Plan, shall be subject to an amount not to exceed \$300,000, to provide reserves for operations, maintenance, and capital expenditures and shall be fully funded prior to payments under the Plan;
- (e) Prepayment Penalties: prepayment or accelerated payment of the principal of the Exit Financing will incur prepayment penalties for no more than seven years; and,
- (f) Security: first priority lien in all of the assets of the Reorganized Debtor including, but not limited to land, plant, and equipment (except the Grizzly), inventory and accounts receivables, insurance, and collateral accounts (the Working Capital Reserve and the operating account).
- (g) Purpose: to pay administrative costs associated with the bankruptcy case, to pay the fees and expenses due the Indenture Trustee, and to provide additional working capital.

Any lender who would provide the Exit Financing would require a 1<sup>st</sup> lien position against the Debtor's assets, which would be superior to the liens of the Bondholders. The Bankruptcy Court may authorize the subordination of the Bondholders' liens if each Class of Bondholders accepts, or votes in favor of, the Exit Financing as required by Section 1126 of

the Bankruptcy and the other Confirmation requirements under Section 1129 of the Bankruptcy Code are met. The Reorganized Debtor will only be able to obtain the Exit Financing if all 3 classes of Bondholders vote in favor of it.

When voting on the Plan of Reorganization, the Bondholders will have the opportunity to vote for or against the Exit Financing as a separate inquiry on the ballot. Voting in favor of the Exit Financing will represent that Bondholder's consent to having its liens subordinated to the Exit Financing in an amount not to exceed \$1,000,000, plus interest. The Exit Financing is an option under the Plan and a Bondholder may support the Plan without voting in favor of the Exit Financing.

The Exit Financing would not change the amounts due under the Plan, but would accelerate certain payments as set forth in the proforma attached to the Disclosure Statement as Exhibit 10.03. In particular, if the Exit Financing is approved by the Court, the Reorganized Debtor will pay the costs and fees due the Indenture Trustee, estimated to be \$250,000, and the Allowed real and tangible personal property taxes Claims of the Tax Collector, estimated to be no more than \$143,593 (the amount of the taxes due are subject to challenge by the Chapter 11 Trustee in the adversary proceeding, No. 03-169) upon funding of the loan. In addition, the Exit Financing could increase the amount of Unrestricted Available Cash for payment towards the Secured Note for the benefit of the Bondholders.

If Exit Financing is approved by the Bondholders and subsequently by the Court, then the Confirmation Order shall effectuate and provide for the subordination of the Bondholders' liens to the Exit Financing.

#### 5.03. *Treatment of Secured Tax Claims:*

(i) *Tax Collector Claims.* If the Chapter 11 Trustee is successful in the Property Tax Litigation, then the Sumter County Tax Collector Claims shall be satisfied in part by setting them off against the Chapter 11 Trustee's Claim of at least \$68,214.63, which would leave an approximate balance of \$17,103.97 of Tax Collector's Claims. If the Sumter County Tax Collector prevails in the Property Tax Litigation, the Tax Collector's Claims will total approximately \$143,593. The Plan proposes that the remaining balance of the Tax Collector's Claims, if any, will be paid over 7 years, at 6% interest per annum, unless Exit Financing is approved by the Bondholders and the Court, in which case the Allowed Tax Collector Claims would be paid in full upon funding of the loan. Although the Chapter 11 Trustee intends to vigorously prosecute the Property Tax Litigation, he believes that the Plan

is feasible regardless of the prevailing party. The Debtor has obtained a Clerk's default against the Tax Collector (Docket #14), but the Property Appraiser has defended the litigation, contending that the Court does not have jurisdiction. The Court has granted the Chapter 11 Trustee's Motion to be substituted for the Debtor as the party plaintiff in the adversary proceeding.

(ii) *Archie Collum Trust Claim.* The Trust purchased a tax certificate for 2000 real property taxes and filed a Claim in the amount of \$30,732.43. The Class 4(b) Claim is secured by the Debtor's real property. The Debtor previously objected to this Claim on the grounds that the Claim was based on an erroneous valuation and the Court entered an Order sustaining the Objections, allowing the Trust Claim in the amount of \$4,090.83. The Reorganized Debtor shall pay this Claim in full upon the Effective Date of the Plan. The Trust will retain its lien pending full payment of the Class 4(b) Claim.

5.04 *Treatment of Allowed Unsecured Claims:* As of the date of the Disclosure Statement, the total amount of all filed or scheduled Unsecured Claims is approximately \$4,101.617, which represents approximately \$13,490 of general Unsecured, non-insider Claims of \$1,000 or less; \$232,166 of general, unsecured, non-insider Claims of greater than \$1,000; \$919,217 of insider Claims, including an estimated \$73,369 for the undersecured Claim of BP related to the Grizzly lease; and, \$2,936,744 of Deficiency Bondholder Claims. As previously discussed in Section 4.02(h)(ii), the Chapter 11 Trustee and BP have reached a global resolution. One effect of the global resolution is a reduction of the Unsecured Claims by \$362,612 to \$3,739,005.

Allowed Unsecured non-priority Claims of \$1,000 or less shall be treated under the Convenience Class. As of the date of the Plan, the total amount of all such Claims is \$13,489.63. Holders of Convenience Class Claims will receive 50% of their Claims, without interest, on the 15th day of the second month following the Effective Date in full satisfaction of the Claims. Holders of general, Unsecured Claims in excess of \$1,000 may elect to convert their Claims to Convenience Class Claims by reducing their Claims to \$1,000.

The Reorganized Debtor shall pay a total amount of \$750,000 on account of the Unsecured Claims, including the allowed insider Claims, to be paid in 10 semiannual installments of \$75,000, commencing December 31, 2007, over the course of five years thereafter. The anticipated total final distribution is an approximate payout of 20% to 25% on the Unsecured Claims. The percentage payout is subject to change depending upon the resolution of objections to Claims that may be filed by the Chapter 11 Trustee or

Reorganized Debtor. Payments on behalf of the Bondholders will be made to the Indenture Trustee.

In addition, holders of Allowed Unsecured Claims shall receive a *pro rata* share of 50% of the authorized New Equity in the Reorganized Debtor.

5.05 *Treatment of Equity:* All of the corporate stock of the Debtor is owned by Global Tire Recycling, Inc. and will be cancelled.

5.06 *Treatment of Priority Tax Claims:* The Reorganized Debtor will pay the allowed amounts of all such Claims in 48 equal monthly installments beginning on the 15<sup>th</sup> day of the second month following the Effective Date with interest at 6% per annum, compounded monthly, from and after the Confirmation Date. The Claims will be fully paid within six years after the dates of assessment of such Claims. The Chapter 11 Trustee is only aware of the Internal Revenue Service Claim No. 35, in the amount of \$21,164.74.

5.07. *U.S. Trustee fees:* Fees payable under 28 U.S.C. § 1930 will be paid when due and, in any event, prior to entry of a final decree or other disposition of the case.

5.08. *Administrative expenses:* Administrative expenses will be paid in full in cash within ten days of the date upon which the Confirmation Order becomes a Final Order, unless otherwise agreed by the holders of such Claims. Administrative expense Claims incurred in the ordinary course of business will be paid in the ordinary course. The Chapter 11 Trustee anticipates that at the time of Confirmation the Administrative expenses shall total approximately \$316,000.

5.09. *Assumptions and rejections of executory contracts and unexpired leases:* Under the Plan, the Chapter 11 Trustee rejects all of the Debtor's leases and executory contracts. Specifically, the Chapter 11 Trustee rejects the following leases and executory contracts:

<b>Lessor/Other Party to Contract</b>	<b>Description</b>
American Packaging Capital	pallet-wrapping machine
Pitney Bowes	postal equipment
Caterpillar Financial Services	2 forklifts

Caterpillar Financial Services	1 forklift
National Consulting Corp.	Consulting Agreement
Citicapital	front end loader

Claims for rejection damages shall be filed not later than 30 days from the confirmation date, unless otherwise determined by the Court. The Chapter 11 Trustee reserves the rights to move to assume any leases or executory contracts by filing a motion with the Court or amending the Plan.

5.10 *Funding of Plan:* The Plan will be funded from the Debtor's operating cash balances and from operating cash flow of the Reorganized Debtor's operations. As of June 30, 2004, the Debtor had a cash balance totaling approximately \$488,000. The Plan may also be funded by Exit Financing, which the Chapter 11 Trustee is seeking in an amount up to \$1,000,000, and which would be used to pay administrative expenses associated with the bankruptcy case and to provide additional working capital. Exit Financing is an option under the Plan that is further described in Section 5.02(c) of the Disclosure Statement.

ARTICLE VI - THE REORGANIZED DEBTOR

6.01. *Continued corporate existence, initial officers and directors:* The Reorganized Debtor will continue to exist as a lawful corporation in good standing under the laws of the state of Florida. The Reorganized Debtor will have new officers and directors as set forth in Section 6.02(ii).

6.02. *Implementation of Plan*

(i) *Operations:* The proposed Plan is based on estimates and projections of future operating results provided by the Operator, David Forrester. A fundamental premise of the projections is that the Company will continue to operate with the existing design and equipment. The Chapter 11 Trustee believes it is unrealistic to expect that the Reorganized Debtor will be able to raise enough capital to materially alter or expand the Company's operations for the foreseeable future.



Attached as Exhibit 10.02 is a summary of the twenty-five year projection of the Reorganized Debtor's operations which represents the Chapter 11 Trustee's best estimation of future revenues and expenditures based upon current market conditions and historical trends. The proforma reflects that the Reorganized Debtor will have sufficient cash available for payment of the Claims pursuant to the Plan.

The Chapter 11 Trustee is seeking Exit Financing, as further described in Section 5.02(c), and proposes it as an option under the Plan. Exhibit 10.03 is a summary of the twenty-five year projection incorporating the Exit Financing.

(ii) *Management:* David Forrester, founder and CEO of TIRES, Inc., is a manufacturing expert with Fortune 200 company experience. He graduated with a BA degree in Economics/Political Science from Williams College. In 1991, Mr. Forrester designed and opened a tire shredding and recycling facility in North Carolina to take advantage of what he saw as a business opportunity resulting from state regulations regarding the disposition of used tires. In 2002, Mr. Forrester designed and opened another tire recycling facility in Georgia. TIRES, Inc. currently processes over 50,000 tons of tires a year, approximately 3.5 times the amount processed by the Debtor.

Since taking over operations of the Debtor on February 23, 2004, Mr. Forrester has increased operating cash flows by dedicating marketing resources to increase the Debtor's customer base and to increase sales to existing customers; creating more throughout that increases tipping fee income; employing under-utilized plant capacity to produce a saleable, larger chip product; increasing the rubber yield from the recycling process; increasing the amount of scrap material that is sold; and lowering the effective labor costs of production. Mr. Forrester's plan is to continue to seek ways to diversify the Reorganized Debtor's product lines and customer base and to realize operating efficiencies; use operating cash flows to methodically upgrade the Debtor's machinery and equipment over time; accelerate distributions to creditors contemplated in the Plan; and, ultimately, acquire a controlling ownership in the Reorganized Debtor.

(iii) *Corporate Structure:* The Reorganized Debtor will have a board of directors initially comprised of five board members that will include at least two members as determined by the Bondholders, David Forrester, and an outsider that is involved in, or familiar with, the tire recycling industry. Mr. Forrester and the Bondholders Committee have asked the Chapter 11 Trustee to consider serving as the fifth member of the initial board of directors.

The Reorganized Debtor will initially be managed by David Forrester under the terms of a management agreement, a copy of which is attached to the Plan. The management agreement is for a term of one (1) year, commencing on the Confirmation Date, provides two 1-year renewal options, and provides that David Forrester will be compensated in the amount of \$20,000 per month as manager of the Debtor, which amount will include all expenses and costs incurred by David Forrester as manager. The management agreement may be terminated by either party upon 120-days written notice to the other. Mr. Forrester has indicated to the Chapter 11 Trustee his belief that a permanent president or chief executive officer should be hired by the Reorganized Debtor sometime after the first anniversary of the Effective Date. The decision to exercise the renewal option(s) of Mr. Forrester's management agreement and the decision regarding a permanent president for the company will be left to the Reorganized Debtor's board of directors.

The Reorganized Debtor will authorize 1000 shares of new voting, common stock in the Reorganized Debtor, each share having a par value of \$0.01. 600 shares will initially be held by the Reorganized Debtor until all objections to Claims have been resolved at which time 500 shares will be issued to the members of Class 12 and 13 holding Allowed Claims, and 100 shares will be issued to David Forrester as additional incentive for him to enter into the management agreement. The remaining 400 authorized, but not issued, shares of the Reorganized Debtor's common stock will be held as Treasury Stock, and issued to David Forrester as incentive to meet or exceed the Reorganized Debtor's financial performance under the Plan as follows:

When the outstanding principal balance of the Secured Note, including accrued but unpaid interest, is reduced to:	The Reorganized Debtor will issue the following number of additional shares of common stock to David Forrester:
\$9,000,000	30
\$8,500,000	30
\$8,000,000	30
\$7,500,000	30

\$7,000,000	30
\$6,500,000	30
\$6,000,000	30
\$5,500,000	20
\$5,000,000	20
\$4,500,000	20
\$4,000,000	20
\$3,500,000	20
\$3,000,000	20
\$2,500,000	20
\$2,000,000	10
\$1,500,000	10
\$1,000,000	10
\$500,000	10
\$0	10

The Reorganized Debtor will execute all agreements and documents, such as new corporate bylaws or amending its articles of incorporation, necessary to effectuate these changes.

6.03. *Projections of the Ongoing Operations of the Reorganized Debtor:* Attached hereto are summaries of the financial *pro formas* prepared by the Chapter 11 Trustee and David Forrester, reflecting the projections with and without Exit Financing. Any party in interest

may request the detailed financial proforma schedules by doing so in writing to: Robert B. Morrison, Tedder, James, Worden & Associates, P.A. 11 S. Bumby Ave., Suite 200, Orlando, FL 32803 (Mr. Morrison requests that any interested parties include an e-mail address if available). While the Chapter 11 Trustee and David Forrester have attempted to make reasonable, conservative projections based upon historical information, the assets currently available to the Debtor, and reasonable expectations, the projections are subject to a myriad of factors which could affect whether the projections are realized by the Reorganized Debtor, as discussed more thoroughly in Article VII.

#### ARTICLE VII - CERTAIN RISK FACTORS

7.01. *Projections:* The proposed Plan is based on estimates and projections of future operating results provided by the Operator. A fundamental premise of the projections is that the Company will continue to operate with the existing design and equipment. The Chapter 11 Trustee believes it is unrealistic to expect that the reorganized Debtor will be able to raise enough capital to materially alter or expand the Company's operations for the foreseeable future. The projections provide for reasonable working capital and capital expenditure reserves. As an option, the Plan proposes Exit Financing, which would facilitate the implementation of the Plan by providing funding to pay the administrative expenses and for additional working capital. A summary of the projections reflecting Exit Financing is attached as Exhibit 10.03.

The Debtor's ability to meet its obligations under the proposed Plan is dependent on its ability to achieve the operating performance estimates and projections. The estimates and projections required that the Operator and the Chapter 11 Trustee make certain assumptions regarding, among other things, the general national and regional economic conditions, the status and future outlook of the tire recycling and crumb rubber industries, the labor market in Sumter County, Florida, and the Company's ability to increase revenues and control expenses.

Although the Chapter 11 Trustee believes that the underlying estimates and assumptions used are reasonable, there is no guarantee that the projected operating results, and therefore the scheduled payment of Claims to all classes, will be realized. Moreover, the actual results of operations are likely to vary from the Plan's projections, and such variations may be material and adverse.

7.02. *Certain other specific risk factors:*

a. The tire recycling and crumb rubber production and usage industry remains unsettled and continues to evolve. The dynamics of the industry and whether or not there will continue to be a demand for tire recycling and crumb rubber production cannot be predicted. One class, which is comprised of the Bondholders' Secured Claim, is proposed to be repaid over a 25-year period. Any proposed payments over such a lengthy period of time are inherently subject to higher risk.

b. The Debtor's historical sales were concentrated in the asphalt rubber segment of the industry. That segment is dependent on the State of Florida Department of Transportation ("DOT") road construction activities. There are no assurances that the DOT will continue to include crumb rubber in its specifications for asphalt nor of the budgeted expenditures that the DOT will allocate to road construction. However, the Debtor has implemented strategies, including product diversification, in an attempt to reduce this risk.

c. In addition to its concentration in the asphalt rubber segment of the industry, the Debtor's sales have also historically been concentrated on three main customers. As such, the Debtor's operating and financial performance is dependent on those customers' demand for production. However, the Debtor has implemented marketing and sales strategies to attract new customers and reduce this risk.

d. The tire recycling industry operates under the regulation of various state and federal regulatory agencies such as the State of Florida Department of Environmental Protection ("DEP"). As such, the Debtor may be subjected to regulatory action and/or legislation that may require an increase in expenditures from those projected in the Plan. However, the Debtor remains in compliance with the regulatory requirements and enjoys a favorable reputation with the DEP.

7.03. *Delay:* Under local rule, the Reorganized Debtor may object to Claims until 30 days after confirmation of its Plan. Accordingly, to the extent the Reorganized Debtor files objections to Claims, payment of such Claims under the Plan will be delayed pending a final judicial or agreed resolution of the objections, including all appeals.

#### ARTICLE VIII - ALTERNATIVES TO PLAN

8.01. The Chapter 11 Trustee has evaluated alternatives to the Plan, including: (a) the sale of the Debtor as a going concern; and (b) the liquidation of the Debtor. After studying these alternatives, the Chapter 11 Trustee has concluded that the Plan is the best alternative and will maximize recoveries by holders of Claims and interests, assuming confirmation of the

Plan and profitable operations going forward as projected. The following discussion provides a summary of the Chapter 11 Trustee's analysis leading to the conclusion that a sale or liquidation will not provide the highest value to the holders of Claims and interests.

8.02. *Sale:* The Chapter 11 Trustee believes that a sale at this time would be on a distress basis, requiring a significant discount in value. It is likely that all proceeds generated from a sale of the Debtor as a going concern would be depleted by the administrative Claims and priority Claims in this case and in satisfaction of a fraction of the Secured Claims, resulting in no payout to the Unsecured classes. A sale of the Debtor would also prevent utilization of the Debtor's accumulated net operating losses, an asset that has potentially significant value to the Reorganized Debtor. A sale would also prohibit the unsecured classes from participating in the equity of the Reorganized Debtor, and any future value, if any, such ownership might generate. The benefit of a sale would be the potential of an accelerated, albeit significantly smaller payout, possibly within six months to two years. However, it does take time and investment to market and sell an operating company.

The Chapter 11 Trustee has been contacted by a few prospective buyers, some of whom are competitors. Balancing the risk of disclosing proprietary information regarding the Debtor to competitors with his desire to evaluate all alternatives, the Chapter 11 Trustee and the prospects conducted general discussions regarding the Debtor's financial condition and prospects. Based on those discussions, the Chapter 11 Trustee concluded that the proposed Plan provides a substantially greater return to the holders of Claims than any offer the prospects would be willing and/or able to present to purchase the Debtor.

The Chapter 11 Trustee believes that a sale would result in substantial diminution in the value to be realized by creditors because of (i) the distressed nature under which a sale would transpire; (ii) additional administrative expenses and time involved in the retention of an investment banking or business brokerage firm to package and market the Debtor; (iii) the length of time necessary to properly market the business, qualify prospects, negotiate terms, and entertain due diligence; (iv) the reaction and perceptions of Mr. Forrester, employees, and customers of the company being openly marketed for sale; and (v) loss of the accumulated net operating losses, an asset that has potentially significant value to the Reorganized Debtor. Therefore, the Chapter 11 Trustee believes that the Plan provides a substantially greater return to holders of Claims and interests than would a sale of the business at this time.

8.03. *Liquidation:* The Chapter 11 Trustee has analyzed whether a liquidation of the Debtor's assets would be in the best interest of creditors. An analysis of the recovery that

likely would result from liquidation under Chapter 7 of the Bankruptcy Code is set forth as an exhibit to this disclosure statement as Exhibit 10.03. The analysis represents a liquidation value that (i) would result in a substantially reduced potential distribution to the 1997 and 1998 Bondholders; and (ii) would result in little or no distribution to holders of priority Unsecured Claims and general Unsecured Claims and interests. The benefit of liquidation would accelerate resolution and payout, possibly within three to twelve months, although the payout would be significantly less than the payout proposed under the Plan.

The Chapter 11 Trustee believes that liquidation would result in substantial diminution in the value to be realized by creditors because of (i) the failure to utilize the expertise of current management; (ii) additional administrative expenses involved in the appointment of the trustee and professionals to assist the trustee; (iii) additional expense and Claims, some of which would be entitled to priority in payments, which would arise by reason of the liquidation and from rejection of leases and other executory contracts in connection with the termination of the Debtor's operations; (iv) the substantial time which would lapse before creditors would receive any distribution on account of their Claims; and (v) loss of the accumulated net operating losses, an asset that has potentially significant value to the Reorganized Debtor. Therefore, the Chapter 11 Trustee believes that the Plan provides a substantially greater return to holders of Claims and interests than would liquidation.

8.04. *Alternatives If Plan Not Confirmed:* If the Plan is not confirmed, then the Chapter 11 case will more likely be converted, as noted above, to a liquidation case under Chapter 7 of the Bankruptcy Code. The proceeds of the liquidation would be distributed to the creditors of the Debtor in accordance with the priorities established by the Bankruptcy Code.

Alternatively, if in the best interest of creditors and the estate, the case could be dismissed. Presumably, in that case, holders of secured Claims would avail themselves of their legitimate remedies under their loan agreements with the Debtor and under applicable non-bankruptcy law, leaving little or no property available for distribution to holders of administrative, priority and general Unsecured Claims.

#### ARTICLE IX - TAX CONSEQUENCES OF PLAN

9.01 *To Bondholders:* The 1997A and the 1998 Bonds are tax exempt. ***Please note that the Plan will result in the loss of the tax-exempt status of those Bonds.*** The 1997B bonds are taxable. The implementation or non-implementation of the Plan may affect the federal income tax treatment (including the timing of the recognition of income and expenses) of the

Claims or Interests of the Bondholders. Differences among the Bondholders, including differences in the form of organization, methods of accounting, and prior tax benefits claimed or taken with respect to a particular Claim or interest, may also have a material affect on a Bondholders' individual tax treatment. In addition, state tax consequences may arise from the Plan depending on the Bondholders' state of residence.

EACH BONDHOLDER IS URGED TO CONSULT A TAX ADVISOR WITH RESPECT TO THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN.

9.02. *To other creditors:* Confirmation of the Debtor's Plan of Reorganization will result in the Debtor's discharge of a substantial portion of its debts to its creditors. As a result, creditors may be entitled to a deduction from gross income to the extent the debt is discharged. However, the tax consequences of the Plan to certain creditors may be different from the tax consequences to other creditors.

EACH CREDITOR IS URGED TO CONSULT A TAX ADVISOR WITH RESPECT TO THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN.

9.03. *To the Debtor:* Confirmation of the Plan may affect the Debtor's tax attributes which may in turn adversely affect the Debtor's future cash flow. Primarily, the Debtor has accumulated a significant amount of net operating losses ("NOLs") that ordinarily may be carried forward to offset future taxable income. Some or all of the NOLs would be compromised if the Plan results in a change of control of the Debtor or if the Plan relieves the Debtor from financial obligations (forgiveness of debt). The loss of some or all of the NOLs may have a material adverse effect on the payments of Claims contemplated in the Plan.

a. *Change of control:* The Plan structure was designed with the counsel of federal income tax professionals. While the Chapter 11 Trustee believes that the structure of the Plan does not trigger a change of control, there is no assurance that this position will not be challenged by the Internal Revenue Service.

b. *Forgiveness of debt:* The Plan does contemplate forgiveness of debt that results in a partial reduction of NOLs available to carry forward. The amount of the reduction contemplated in the Plan is based on estimates by the Chapter 11 Trustee of the value of debt that will be forgiven. While the Chapter 11 Trustee believes that the estimates to be reasonable, there is no assurance that these estimates will not be



challenged by the Internal Revenue Service.

ARTICLE X- EXHIBITS

- 10.01. The Bondholders Committee Letter in Support of Plan, inserted after Cover Page of Plan;
- 10.02 Summary Financial Projections/Proforma, without Exit Financing;
- 10.03 Summary Financial Projections/Proforma, with Exit Financing; and,
  
- 10.04 Liquidation analysis, assumptions and methodology.

Dated: September 2, 2004

CHAPTER 11 TRUSTEE OF  
GLOBAL TIRE RECYCLING OF SUMTER COUNTY, INC.

By: /s/ Robert Morrison  
Robert Morrison,  
as Chapter 11 Trustee

/s/ Bradley M. Saxton  
Bradley M. Saxton, Esquire  
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EXHIBIT 10.02

GLOBAL TIRE RECYCLING OF SUMTER COUNTY, INC., DEBTOR  
Trustee's Second Amended Plan of Reorganization Dated August 23, 2004  
Financial Proforma and Claim Payout Summary-Without Exit Financing

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Shipped Production (tons)	10,453	8,543	9,134	9,362	10,450	11,372	12,490	12,000	13,000	13,000	13,000	13,800	13,000	13,000
Revenues	\$ 3,718,509	\$ 2,955,984	\$ 2,992,333	\$ 3,085,570	\$ 3,367,516	\$ 3,716,685	\$ 4,089,581	\$ 4,264,050	\$ 4,619,350	\$ 4,665,500	\$ 4,712,200	\$ 4,759,300	\$ 4,806,900	\$ 4,854,900
Costs of Sales	(2,872,262)	(2,302,283)	(2,242,211)	(2,262,121)	(2,271,694)	(2,360,990)	(2,623,038)	(2,705,628)	(2,744,600)	(2,784,100)	(2,824,400)	(2,862,900)	(2,899,300)	(2,936,500)
Gross Margin	846,247	653,701	750,122	823,396	1,095,822	1,355,695	1,466,342	1,558,422	1,874,750	1,881,400	1,887,800	1,896,400	1,907,600	1,918,400
% of Revenues	22.8%	22.1%	25.1%	26.7%	32.5%	36.5%	35.9%	36.5%	40.6%	40.3%	40.1%	39.8%	39.7%	39.5%
Selling, General & Administrative	(572,866)	(602,710)	(1,726,566)	(777,213)	(705,812)	(735,721)	(776,162)	(810,322)	(838,582)	(853,131)	(868,188)	(880,250)	(889,807)	(901,507)
Other Income (Expense)	(4,272,265)	(414,320)	2,858,173	(607,549)	(513,295)	(518,578)	(520,388)	(518,763)	(514,075)	(493,642)	(474,200)	(418,000)	(419,600)	(389,600)
Earnings Before Taxes	(3,998,884)	(363,329)	1,881,729	(561,365)	(123,285)	101,296	169,792	229,336	522,093	534,627	545,412	568,150	598,193	627,293
Estimated Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Income	\$ (3,998,884)	\$ (363,329)	\$ 1,881,729	\$ (561,365)	\$ (123,285)	\$ 101,296	\$ 169,792	\$ 229,336	\$ 522,093	\$ 534,627	\$ 545,412	\$ 568,150	\$ 598,193	\$ 627,293
% of Revenues	-107.5%	-12.3%	62.9%	-18.2%	-3.7%	2.7%	4.2%	5.4%	11.3%	11.5%	11.6%	11.9%	12.4%	12.9%
Operating EBITDA	\$ 582,735	\$ 356,088	\$ 247,240	\$ 278,249	\$ 593,068	\$ 819,974	\$ 890,180	\$ 948,099	\$ 1,236,168	\$ 1,228,269	\$ 1,219,612	\$ 1,216,150	\$ 1,217,793	\$ 1,216,893
% of Revenues	15.7%	12.0%	8.3%	9.0%	17.6%	22.1%	21.8%	22.2%	26.8%	26.3%	25.9%	25.6%	25.3%	25.1%
Beginning Cash Balance	-	-	\$ 536,564	\$ 177,611	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,071	\$ 125,211	\$ 124,954	\$ 125,300	\$ 125,450	\$ 124,643
Net Operating Cash Flow	-	-	(307,375)	70,135	585,743	813,752	885,127	944,287	1,233,672	1,227,169	1,219,612	1,216,150	1,217,793	1,216,893
Capital Expenditures	-	-	(4,729)	(75,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)
Exit Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments to Creditors	-	-	(46,849)	(47,746)	(385,743)	(613,752)	(685,127)	(744,216)	(1,033,532)	(1,027,425)	(1,019,266)	(1,016,000)	(1,018,600)	(1,016,600)
Ending Cash Balance	-	-	\$ 177,611	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,071	\$ 125,211	\$ 124,954	\$ 125,300	\$ 125,450	\$ 124,643	\$ 124,935
Payments to Creditors Under the Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-
IRS Priority	-	-	\$ -	\$ 3,907	\$ 7,814	\$ 7,814	\$ 3,908	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Classes 1, 2, & 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Secured	-	-	25,000	26,779	336,826	413,732	487,844	549,600	837,600	830,100	998,200	1,016,000	1,018,600	1,016,600
Unsecured	-	-	-	-	-	118,242	118,242	118,242	118,242	118,242	-	-	-	-
Classes 4, 5, 6, & 7	-	-	-	77,060	18,099	19,282	20,371	21,612	22,928	24,321	-	-	-	-
Class 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 9	-	-	15,104	-	23,004	23,004	23,004	23,004	23,004	23,004	21,066	-	-	-
Class 10	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 11	-	-	6,745	-	-	-	-	-	-	-	-	-	-	-
Class 12	-	-	-	-	-	9,348	9,348	9,348	9,348	9,348	-	-	-	-
Class 13	-	-	-	-	-	22,410	22,410	22,410	22,410	22,410	-	-	-	-
Total Payments To Creditors	-	-	\$ 46,849	\$ 47,746	\$ 385,743	\$ 613,752	\$ 685,127	\$ 744,216	\$ 1,033,532	\$ 1,027,425	\$ 1,019,266	\$ 1,016,000	\$ 1,018,600	\$ 1,016,600

EXHIBIT 10.02

GLOBAL TIRE RECYCLING OF SUMTER COUNTY, INC., DEBTOR  
Trustee's Second Amended Plan of Reorganization Dated August 23, 2004  
Financial Proforma and Claim Payout Summary-Without Exit Financing

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Shipped Production (tons)	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Revenues	\$ 4,903,500	\$ 4,952,500	\$ 5,002,000	\$ 5,052,000	\$ 5,102,500	\$ 5,153,500	\$ 5,205,000	\$ 5,257,000	\$ 5,309,600	\$ 5,362,700	\$ 5,416,400	\$ 5,470,600	\$ 5,525,300	\$ 5,580,500
Costs of Sales	(2,974,100)	(3,012,500)	(3,051,500)	(3,091,000)	(3,131,300)	(3,172,100)	(3,213,600)	(3,255,900)	(3,298,700)	(3,342,400)	(3,386,800)	(3,432,100)	(3,477,900)	(3,524,500)
Gross Margin	1,929,400	1,940,000	1,950,500	1,961,000	1,971,200	1,981,400	1,991,400	2,001,100	2,010,900	2,020,300	2,029,600	2,038,500	2,047,400	2,056,000
% of Revenues	39.3%	39.2%	39.0%	38.8%	38.6%	38.4%	38.3%	38.1%	37.9%	37.7%	37.5%	37.3%	37.1%	36.8%
Selling, General & Administrative Other Income (Expense)	(913,407) (358,300)	(925,407) (325,400)	(937,707) (290,900)	(950,107) (254,800)	(962,707) (217,000)	(975,407) (177,500)	(988,407) (136,000)	(1,001,607) (94,300)	(1,014,907) (64,600)	(1,028,507) (34,100)	(1,042,207) (2,700)	(1,056,207)	(1,070,307)	(1,084,607)
Earnings Before Taxes	657,693	689,193	721,893	756,093	791,493	828,493	866,993	905,193	931,393	957,693	984,693	982,293	977,093	971,393
Estimated Taxes	-	-	-	-	-	-	(31,993)	(311,721)	(321,153)	(330,621)	(340,341)	(339,477)	(337,605)	(335,553)
Net Income	\$ 657,693	\$ 689,193	\$ 721,893	\$ 756,093	\$ 791,493	\$ 828,493	\$ 835,000	\$ 593,472	\$ 610,240	\$ 627,072	\$ 644,352	\$ 642,816	\$ 639,488	\$ 635,840
% of Revenues	13.4%	13.9%	14.4%	15.0%	15.5%	16.1%	16.0%	11.3%	11.5%	11.7%	11.9%	11.8%	11.6%	11.4%
Operating EBITDA	\$ 1,215,993	\$ 1,214,593	\$ 1,212,793	\$ 1,210,893	\$ 1,208,493	\$ 1,205,993	\$ 1,202,993	\$ 1,199,493	\$ 1,195,993	\$ 1,191,793	\$ 1,187,393	\$ 1,182,293	\$ 1,177,093	\$ 1,171,393
% of Revenues	24.8%	24.5%	24.2%	24.0%	23.7%	23.4%	23.1%	22.8%	22.5%	22.2%	21.9%	21.6%	21.3%	21.0%
Beginning Cash Balance	\$ 124,935	\$ 124,628	\$ 124,820	\$ 124,713	\$ 124,806	\$ 125,298	\$ 124,791	\$ 124,790	\$ 125,262	\$ 124,502	\$ 124,573	\$ 200,000	\$ 200,000	\$ 200,000
Net Operating Cash Flow	1,215,993	1,214,593	1,212,793	1,210,893	1,208,493	1,205,993	1,171,000	887,772	874,840	861,172	847,052	842,816	839,488	835,840
Capital Expenditures	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)
Exit Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments to Creditors	(1,016,300)	(1,014,400)	(1,012,900)	(1,010,800)	(1,008,000)	(1,006,500)	(971,000)	(687,300)	(675,600)	(661,100)	(57,119)	-	-	-
Ending Cash Balance	\$ 124,628	\$ 124,820	\$ 124,713	\$ 124,806	\$ 125,298	\$ 124,791	\$ 124,790	\$ 125,262	\$ 124,502	\$ 124,573	\$ 714,506	\$ 842,816	\$ 839,488	\$ 835,840
Payments to Creditors Under the Plan														
IRS Priority	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Classes 1, 2, & 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Secured	1,016,300	1,014,400	1,012,900	1,010,800	1,008,000	1,006,500	971,000	687,300	675,600	661,100	57,119	-	-	-
Unsecured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Classes 4, 5, 6, & 7	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 10	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 11	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 12	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Payments To Creditors	\$ 1,016,300	\$ 1,014,400	\$ 1,012,900	\$ 1,010,800	\$ 1,008,000	\$ 1,006,500	\$ 971,000	\$ 687,300	\$ 675,600	\$ 661,100	\$ 57,119	\$ -	\$ -	\$ -

EXHIBIT 10.03

GLOBAL TIRE RECYCLING OF SUMTER COUNTY, INC., DEBTOR  
Trustee's Second Amended Plan of Reorganization Dated August 23, 2004  
Financial Proforma and Claim Payout Summary-With Exit Financing

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Shipped Production (tons)	10,453	8,543	9,234	9,352	10,450	11,372	12,490	12,000	13,000	13,000	13,000	13,000	13,000	13,000
Revenues	\$ 3,718,509	\$ 2,955,984	\$ 2,992,333	\$ 3,085,520	\$ 3,367,516	\$ 3,716,685	\$ 4,089,381	\$ 4,264,050	\$ 4,619,350	\$ 4,665,500	\$ 4,712,200	\$ 4,759,300	\$ 4,806,900	\$ 4,854,900
Costs of Sales	(2,872,262)	(2,302,283)	(2,242,211)	(2,262,124)	(2,271,694)	(2,260,990)	(2,623,038)	(2,703,628)	(2,744,600)	(2,784,100)	(2,824,400)	(2,862,900)	(2,899,300)	(2,936,500)
Gross Margin	846,247	653,701	750,122	823,396	1,095,822	1,355,695	1,466,342	1,558,422	1,874,750	1,881,400	1,887,800	1,896,400	1,907,600	1,918,400
% of Revenues	22.8%	22.1%	25.1%	26.7%	32.5%	36.5%	35.9%	36.5%	40.6%	40.3%	40.1%	39.8%	39.7%	39.5%
Selling, General & Administrative	(572,866)	(602,710)	(1,226,566)	(777,213)	(705,812)	(735,721)	(776,162)	(810,322)	(838,582)	(853,131)	(868,188)	(880,250)	(889,807)	(901,507)
Other Income (Expense)	(4,272,265)	(414,320)	2,858,173	(695,422)	(592,326)	(596,410)	(596,200)	(591,911)	(583,679)	(558,564)	(532,952)	(499,284)	(461,789)	(429,142)
Earnings Before Taxes	(3,998,884)	(363,329)	1,881,729	(649,238)	(202,316)	23,564	93,980	156,188	452,489	469,705	486,660	516,866	556,004	587,751
Estimated Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Income	\$ (3,998,884)	\$ (363,329)	\$ 1,881,729	\$ (649,238)	\$ (202,316)	\$ 23,564	\$ 93,980	\$ 156,188	\$ 452,489	\$ 469,705	\$ 486,660	\$ 516,866	\$ 556,004	\$ 587,751
% of Revenues	-107.5%	-12.3%	62.9%	-21.0%	-6.0%	0.6%	2.3%	3.7%	9.8%	10.1%	10.3%	10.9%	11.6%	12.1%
Operating EBITDA	\$ 582,735	\$ 356,088	\$ 247,240	\$ 278,249	\$ 593,068	\$ 819,974	\$ 890,180	\$ 948,099	\$ 1,236,168	\$ 1,228,269	\$ 1,219,612	\$ 1,216,150	\$ 1,217,793	\$ 1,216,893
% of Revenues	15.7%	12.0%	8.3%	9.0%	17.6%	22.1%	21.8%	22.2%	26.8%	26.3%	25.9%	25.6%	25.3%	25.1%
Beginning Cash Balance			\$ 536,564	\$ 734,018	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 299,647	\$ 300,394	\$ 300,423	\$ 299,756	\$ 300,232
Net Operating Cash Flow			(307,375)	(29,038)	482,412	717,120	796,115	863,939	1,163,168	1,167,847	1,173,360	1,185,866	1,205,504	1,216,751
Capital Expenditures			(4,729)	(75,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)
Exit Financing			925,000	(50,280)	(47,161)	(54,963)	(63,252)	(73,657)	(84,817)	(97,395)	(111,565)	(127,533)	(145,528)	(143,349)
Payments to Creditors			(415,442)	(279,699)	(235,251)	(462,157)	(532,363)	(590,282)	(878,704)	(869,704)	(861,766)	(859,000)	(859,500)	(874,000)
Ending Cash Balance			\$ 734,018	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 299,647	\$ 300,394	\$ 300,423	\$ 299,756	\$ 300,232	\$ 299,633
<b>Payments to Creditors Under the Plan</b>														
IRS Priority		\$ -	\$ -	\$ 3,907	\$ 7,814	\$ 7,814	\$ 3,908	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Classes 1, 2, & 3														
Secured			250,000	275,792	204,433	281,339	355,451	417,298	705,700	696,700	840,700	859,000	859,500	874,000
Unsecured			-	-	-	118,242	118,242	118,242	118,242	118,242	-	-	-	-
Classes 4, 5, 6, & 7			143,583	-	-	-	-	-	-	-	-	-	-	-
Class 8			-	-	-	-	-	-	-	-	-	-	-	-
Class 9			15,104	-	23,004	23,004	23,004	23,004	23,004	23,004	21,066	-	-	-
Class 10			-	-	-	-	-	-	-	-	-	-	-	-
Class 11			6,745	-	-	-	-	-	-	-	-	-	-	-
Class 12			-	-	-	9,348	9,348	9,348	9,348	9,348	-	-	-	-
Class 13			-	-	-	22,410	22,410	22,410	22,410	22,410	-	-	-	-
Total Payments To Creditors		\$ 415,442	\$ 279,699	\$ 235,251	\$ 462,157	\$ 532,363	\$ 590,282	\$ 878,704	\$ 869,704	\$ 861,766	\$ 859,000	\$ 859,500	\$ 874,000	

EXHIBIT 10.03

GLOBAL TIRE RECYCLING OF SUMTER COUNTY, INC., DEBTOR  
Trustee's Second Amended Plan of Reorganization Dated August 23, 2004  
Financial Proforma and Claim Payout Summary-With Exit Financing

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Shipped Production (tons)	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Revenues	\$ 4,903,500	\$ 4,952,500	\$ 5,002,000	\$ 5,052,000	\$ 5,102,500	\$ 5,153,500	\$ 5,205,000	\$ 5,257,000	\$ 5,309,600	\$ 5,362,700	\$ 5,416,400	\$ 5,470,600	\$ 5,525,300	\$ 5,580,500
Costs of Sales	(2,974,100)	(3,012,500)	(3,051,500)	(3,091,000)	(3,131,300)	(3,172,100)	(3,213,600)	(3,255,900)	(3,298,700)	(3,342,400)	(3,386,800)	(3,432,100)	(3,477,900)	(3,524,500)
Gross Margin	1,929,400	1,940,000	1,950,500	1,961,000	1,971,200	1,981,400	1,991,400	2,001,100	2,010,900	2,020,300	2,029,600	2,038,500	2,047,400	2,056,000
% of Revenues	39.3%	39.2%	39.0%	38.8%	38.6%	38.4%	38.3%	38.1%	37.9%	37.7%	37.5%	37.3%	37.1%	36.8%
Selling, General & Administrative Other Income (Expense)	(913,407) (406,800)	(925,407) (376,300)	(937,707) (344,400)	(950,107) (311,000)	(962,707) (276,000)	(975,407) (239,400)	(988,407) (201,100)	(1,001,607) (161,000)	(1,014,907) (119,000)	(1,028,507) (86,200)	(1,042,207) (56,500)	(1,056,207) (26,000)	(1,070,307) (3,600)	(1,084,607) (335,500)
Earnings Before Taxes Estimated Taxes	609,193 -	638,293 -	668,393 -	699,893 -	732,493 -	766,593 -	801,893 -	838,493 -	876,993 (219,874)	905,593 (311,865)	930,893 (320,973)	956,293 (330,117)	977,893 (337,605)	971,393 (335,553)
Net Income	\$ 609,193	\$ 638,293	\$ 668,393	\$ 699,893	\$ 732,493	\$ 766,593	\$ 801,893	\$ 838,493	\$ 657,119	\$ 593,728	\$ 609,920	\$ 626,176	\$ 639,488	\$ 635,840
% of Revenues	12.4%	12.9%	13.4%	13.9%	14.4%	14.9%	15.4%	16.0%	12.4%	11.1%	11.3%	11.4%	11.6%	11.4%
Operating EBITDA	\$ 1,215,993	\$ 1,214,593	\$ 1,212,793	\$ 1,210,893	\$ 1,208,493	\$ 1,206,993	\$ 1,202,993	\$ 1,199,493	\$ 1,195,993	\$ 1,191,793	\$ 1,187,393	\$ 1,182,293	\$ 1,177,093	\$ 1,171,393
% of Revenues	24.8%	24.5%	24.2%	24.0%	23.7%	23.4%	23.1%	22.8%	22.5%	22.2%	21.9%	21.6%	21.3%	21.0%
Beginning Cash Balance	\$ 299,633	\$ 299,826	\$ 300,119	\$ 299,511	\$ 300,404	\$ 299,896	\$ 300,489	\$ 300,381	\$ 299,874	\$ 299,993	\$ 299,720	\$ 299,640	\$ 200,000	\$ 200,000
Net Operating Cash Flow	1,215,993	1,214,593	1,212,793	1,210,893	1,208,493	1,205,993	1,202,993	1,199,493	976,119	879,928	866,420	852,176	839,488	835,840
Capital Expenditures	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)
Exit Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments to Creditors	(1,015,800)	(1,014,300)	(1,013,400)	(1,010,000)	(1,009,000)	(1,005,400)	(1,003,100)	(1,000,000)	(776,000)	(680,200)	(666,500)	(545,000)	-	-
Ending Cash Balance	\$ 299,826	\$ 300,119	\$ 299,511	\$ 300,404	\$ 299,896	\$ 300,489	\$ 300,381	\$ 299,874	\$ 299,993	\$ 299,720	\$ 299,640	\$ 406,809	\$ 839,488	\$ 835,840
Payments to Creditors Under the Plan														
IRS Priority	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Classes 1, 2, & 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Secured	1,015,800	1,014,300	1,013,400	1,010,000	1,009,000	1,005,400	1,003,100	1,000,000	776,000	680,200	666,500	545,000	-	-
Unsecured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Classes 4, 5, 6, & 7	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 10	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 11	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 12	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Class 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Payments To Creditors	\$ 1,015,800	\$ 1,014,300	\$ 1,013,400	\$ 1,010,000	\$ 1,009,000	\$ 1,005,400	\$ 1,003,100	\$ 1,000,000	\$ 776,000	\$ 680,200	\$ 666,500	\$ 545,000	\$ -	\$ -

Exhibit 10.04

GLOBAL TIRE RECYCLING OF SUMTER COUNTY, INC., DEBTOR  
 Estimated Liquidation Value & Payout to Creditors  
 (\$ rounded to nearest thousand)

	Estimated	Estimated	Estimated		Estimated	
	Net Book	Fair	Liquidation Value		Liquidation Value	
	Value	Value	Adjustment		as of 31-Jul-04	
	as of	as of	Low	High	Low	High
	31-Jul-04	31-Jul-04				
<b>Current Assets</b>						
Cash	\$ 382,000	\$ 382,000	100%	100%	\$ 382,000	\$ 382,000
Accounts Receivable	400,000	292,000	25%	50%	73,000	146,000
Inventory	150,000	150,000	25%	50%	38,000	75,000
Other Current Assets	52,000	52,000	25%	50%	13,000	26,000
<b>Total Current Assets</b>	<b>984,000</b>	<b>876,000</b>			<b>506,000</b>	<b>629,000</b>
<b>Gross Fixed Assets</b>						
Land & Buildings	1,048,000	1,200,000	50%	75%	600,000	900,000
Equipment	855,000	855,000	25%	50%	214,000	428,000
<b>Total Gross Fixed Assets</b>	<b>1,903,000</b>	<b>2,055,000</b>			<b>814,000</b>	<b>1,328,000</b>
Total Accumulated Depreciation	(643,000)	-	0%	0%	-	-
<b>Net Fixed Assets</b>	<b>1,260,000</b>	<b>2,055,000</b>			<b>814,000</b>	<b>1,328,000</b>
<b>Gross Intangible Assets</b>	<b>1,611,000</b>	<b>-</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>
Accumulated Amortization	(629,000)	-	0%	0%	-	-
<b>Net Intangible Assets</b>	<b>982,000</b>	<b>-</b>			<b>-</b>	<b>-</b>
<b>Total Assets</b>	<b>\$ 3,226,000</b>	<b>\$ 2,931,000</b>			<b>1,320,000</b>	<b>1,957,000</b>
<b>Chapter 11 Administrative Claims</b>					(320,000)	(320,000)
IRS Priority Claim					(21,000)	(21,000)
Property Tax Collector Secured Claim					(144,000)	(144,000)
Chapter 7 Administrative Expenses					(40,000)	(59,000)
<b>Net Value Available for Distribution to Creditors</b>					<b>\$ 795,000</b>	<b>\$ 1,413,000</b>

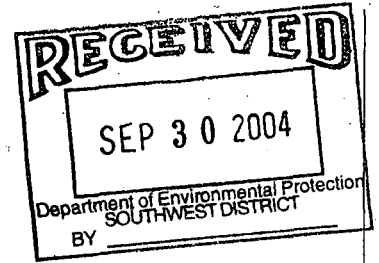
ESTIMATED PAYOUT RATIOS:

Classes 1, 2, & 3

Allowed Claims	\$ 12,436,744	\$ 12,436,744
Payout	\$ 795,000	\$ 1,413,000
% Payout-Liquidation	6.4%	11.4%
% Payout- Chapter 11 Trustee's Plan		81.1%

Classes 11 & 12

Allowed Claims	\$ 1,017,262	\$ 1,017,262
Payout	\$ -	\$ -
% Payout-Liquidation	0.0%	0.0%
% Payout- Chapter 11 Trustee's Plan		20.1%



UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re )  
 )  
GLOBAL TIRE RECYCLING OF ) Case No. 6:01-bk-12672-KSJ  
SUMTER COUNTY, ) Chapter 11  
 )  
Debtor. )  
\_\_\_\_\_ )

AMENDED ORDER CONDITIONALLY APPROVING AMENDED DISCLOSURE STATEMENT, SCHEDULING HEARING ON AMENDED DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN OF REORGANIZATION, FIXING TIME FOR FILING FEE AND OTHER ADMINISTRATIVE EXPENSE APPLICATIONS, AND FIXING TIME FOR FILING ACCEPTANCES OR REJECTIONS OF PLAN

A proposed Amended Disclosure Statement (Doc. No. 366) and a Plan of Reorganization (Doc. No. 365) were filed by the Chapter 11 Trustee in this Chapter 11 case pursuant to 11 U.S.C. §1121 and Bankruptcy Rule 3016. It is

ORDERED:

1. The Amended Disclosure Statement is conditionally approved.
2. Combined Disclosure and Confirmation Hearing. A hearing will be held on **November 17, 2004, at 11:00 a.m.**, in Courtroom B, 5th Floor, 135 W. Central Blvd., Orlando, FL 32801 to consider and rule on the Disclosure Statement and any objections or modifications and, if the court determines that the Disclosure Statement contains adequate information within the meaning of Section 1125 of the Bankruptcy Code, to conduct a confirmation hearing (the "Confirmation Hearing"), including hearing objections to confirmation, Section 1129(b) motions, applications of professionals for compensation, and applications for allowance of administrative claims.
3. Adjournment. The hearing may be adjourned from time to time by announcement made in open court without further notice.
4. Date for Accepting or Rejecting Plan. Creditors and other parties in interest shall file with the clerk their written acceptances or rejections of the plan (ballots) no later than seven days before the date of the Confirmation Hearing, except that Bondholders shall file their ballots with the Court approved Balloting Agent, GBR Information Services, 160 East 48<sup>th</sup> St, Suite 7-N, New York, NY 10017 ("GBR"). GBR may be contacted at (212) 644-1772 with any questions regarding the return of the ballots. Bondholders shall not file their ballots with the Court.

5. Objections to Disclosure or Confirmation. Any party desiring to object to the Disclosure Statement or to confirmation shall file its objection no later than seven days before the date of the Confirmation Hearing. The objecting party shall serve a copy of the objection at the same time it is filed on the

Debtor:  
Global Tire Recycling of Sumter County  
1201 Industrial Drive  
Wildwood, FL 34785

Counsel for Bondholders Committee:  
Larry M. Foyle  
Kass, Shuler, et al.  
P.O. Box 800  
Tampa, FL 33601

Counsel for Debtor:  
Peter N. Hill  
Wolff Hill McFarlin & Herron, P.A.  
1851 West Colonial Drive  
Orlando, FL 32804

United States Trustee:  
Miriam G. Suarez  
Office of United States Trustee  
135 W. Central Blvd., Suite 620  
Orlando, FL 32801

Trustee:  
Robert B. Morrison  
11 South Bumby Ave., Suite 200  
Orlando, FL 32803

Counsel for Trustee:  
Bradley M. Saxton  
Ryan E. Davis  
Winderweedle Haines Ward & Woodman, P.A.  
P.O. Box 1391  
Orlando, FL 32802

6. Ballot Tabulation. In accordance with Local Rule 3018-1 the Chapter 11 Trustee shall file a ballot tabulation no later than four days before the date of the Confirmation Hearing. GBR shall provide a ballot tabulation of the Bondholders' vote, along with copies of the ballots and a supporting affidavit, to Counsel for the Chapter 11 Trustee, who shall file only the ballot tabulation and supporting affidavit with the Court. Unless otherwise directed by the Court, the Chapter 11 Trustee and his counsel shall keep the identities of the beneficial owners of the Bonds strictly confidential.



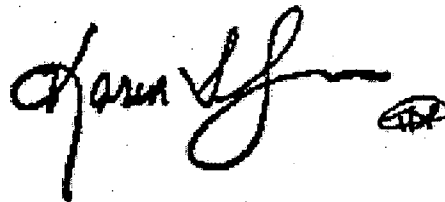
7. Service of Solicitation Package. No later than September 28, 2004, the Chapter 11 Trustee, through its counsel and GBR, shall serve by mail a solicitation package upon all creditors, equity security holders, administrative claim applicants, the trustee (if any), attorney for the creditor's committee (if any), each member of the creditors committee (if any), Internal Revenue Service, Post Office Box 35045, Stop 5720, Jacksonville, Florida 32202, The Securities and Exchange Commission, Branch of Reorganization, 175 West Jackson Street, Suite 900, Chicago, Illinois 60604-2601, United States Trustee, SouthTrust Bank Building, 135 West Central Boulevard, Room 620, Orlando, Florida 32801, attorneys who have appeared in this case and on professionals who have been employed by the debtor or any official committee with the approval of the court, and other parties in interest in the debtor's case as provided in F.R.B.P. 3017(d). Counsel shall then promptly file a certificate of such service. For this purpose, counsel shall obtain from the clerk and use a current mailing matrix. The solicitation package shall be comprised of the disclosure statement, the plan of reorganization, and a ballot for accepting or rejecting the plan.

8. Administrative Claim Bar Date. All creditors and parties in interest that assert a claim against the debtor which arose after the filing of this case, including all attorneys, accountants, auctioneers, appraisers, and other professionals for compensation from the estate of the debtor pursuant to 11 U.S.C. § 330, must file applications for the allowance of such claims with the court no later than **November 5, 2004** (the "Administrative Claims Bar Date"). The requirement to file applications for administrative claims shall not apply to claims that arise after the Administrative Claims Bar Date. Any applications filed will be heard at the Confirmation Hearing if properly scheduled and noticed by the debtor. Any application not heard at the confirmation will be scheduled for hearing in the normal course.

9. Section 1111(b) Election. An election pursuant to 11 U.S.C. §1111(b) must be filed no later than 7 days before the date of the Confirmation Hearing.

10. Confirmation Affidavit. Four days prior to the Confirmation Hearing scheduled in paragraph 2 above, the debtor shall file a confirmation affidavit which shall contain the factual basis upon which the debtor relies in establishing that each of the requirements of Section 1129 of the Bankruptcy Code are met. The confirmation affidavit should be prepared so that by reading it the court can easily gain an understanding of the significant terms of the plan of reorganization and facts of the case.

DONE AND ORDERED in Orlando, Florida, this 21st day of September, 2004.



KAREN S. JENNEMANN  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re:

GLOBAL TIRE RECYCLING OF  
SUMTER COUNTY,  
d/b/a GLOBAL TIRE RECYCLING,

Case No. 6:01-bk-12672-KSJ  
Chapter 11

Debtor.  
\_\_\_\_\_ /

**BALLOT AND DEADLINE FOR FILING BALLOT  
FOR ACCEPTING OR REJECTING PLAN OF REORGANIZATION**

*TO HAVE YOUR VOTE COUNT YOU MUST COMPLETE THIS PAPER AND RETURN IT TO THE CLERK OF  
THE UNITED STATES BANKRUPTCY COURT, 135 W. CENTRAL BLVD., SUITE 900, ORLANDO, FL 32801 ON  
NOVEMBER 10, 2004.*

Robert B. Morrison, as Chapter 11 Trustee of the Estate of Global Tire Recycling of Sumter County, filed a Second Amended Plan of Reorganization dated September 2, 2004 (the "Plan") for the Debtor in this case. The Court has conditionally approved the Second Amended Disclosure Statement with respect to the Plan (the "Disclosure Statement"). The Disclosure Statement provides information to assist you in deciding how to vote your ballot. If you do not have a Disclosure Statement, you may obtain a copy from Ryan E. Davis, Esquire, Winderwee'dle, Haines, Ward & Woodman, P.A., P.O. Box 1391, Orlando, Florida 32802-1391, phone number (407)246-8685. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

**THE BALLOT**

1. INDICATE YOUR CLASS OR CLASSES OF CLAIM(S) OR INTEREST(S) IN THE PLAN.

- \_\_\_\_ CLASS 4(a)- (a) Secured Claims of Tom Swain, Sumter County Tax Collector for 2000 Tangible personal property taxes
- \_\_\_\_ CLASS 4(b) (b) Secured Claim of Archie Collum Trust, for the 2000 real property taxes.
- \_\_\_\_ CLASS 5- Secured Claims of Tom Swain, Sumter County Tax Collector, for 2001 real and tangible personal property taxes
- \_\_\_\_ CLASS 6- Secured Claims of Tom Swain, Sumter County Tax Collector, for 2002 real and tangible personal property taxes
- \_\_\_\_ CLASS 7- Secured Claims of Tom Swain, Sumter County Tax Collector, for 2003 real and tangible personal property taxes
- \_\_\_\_ CLASS 8- Secured Claims of Bowen & Campione, P.A. and of Morgan, Colling & Gilbert, P.A.

- \_\_\_\_\_ CLASS 9- Secured Claims of BP Holdings, LLC
- \_\_\_\_\_ CLASS 10- Other Secured Claims (*Other than Classes, 1, 2, 3, 4, 5, 6, 7, 8, and 9 above*)
- \_\_\_\_\_ CLASS 11- Unsecured, Non-Priority Claims of \$1,000 or less
- \_\_\_\_\_ CLASS 12- Unsecured, Non-Priority Claims of more than \$1,000
- \_\_\_\_\_ CLASS 13- Unsecured, Non-Priority Insider Claims
- \_\_\_\_\_ CLASS 14- Equity Security Interests

2. INDICATE YOUR VOTE TO ACCEPT OR REJECT THE PLAN:

Accept \_\_\_\_\_ Reject \_\_\_\_\_

3. INDICATE THE AMOUNT OF YOUR CLAIM OR THE EXTENT OF YOUR INTEREST (This section is to be completed by all holders of claims or interests):

\_\_\_\_\_ AMOUNT OF CLAIM/EXTENT OF INTEREST

4. PROVIDE YOUR NAME AND ADDRESS (Please print or type):

\_\_\_\_\_  
(Company Name, if applicable, or Your Full Name)

\_\_\_\_\_  
(Your Title – if applicable)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

6. SIGN AND DATE: \_\_\_\_\_  
Name and Title Date

**TO HAVE YOUR VOTE COUNT YOU MUST COMPLETE THIS BALLOT AND RETURN IT TO THE CLERK OF THE U.S. BANKRUPTCY COURT, 135 W. CENTRAL BLVD., SUITE 900, ORLANDO, FL 32801 BY NOVEMBER 10, 2004.**

Memorandum

Florida Department of Environmental Protection

PERMIT COVER MEMO

TO: x Deborah A. Getzoff, District Director

FROM/THROUGH:

William Kutash, ENVIRONMENTAL ADMINISTRATOR
Susan Pelz, P.E., SOLID WASTE MANAGER
Steve Morgan, SOLID WASTE PERMITTING 7/14/03

DATE: July 14, 2003

FILE NAME: Global Tire Recycling of Sumter County, Inc. WTPF PERMIT #: 136808-004-WT

PROGRAM : Solid Waste COUNTY : Sumter

TYPE OF PERMIT ACTION: X ISSUE DENY MODIFY TRANSFER OWNER NOD PUBLIC NOTICE INTENT TO ISSUE

PUBLIC NOTICE PERIOD CLOSED? PETITION FILED?

PERMIT SUMMARY: This permit renewal allows continued operation of a Waste Tire Processing Facility at the existing Global Tire Recycling Facility located at 1201 Industrial Drive, Wildwood, Sumter County. The permit allows for storage and processing of waste tires at the facility. The permit allows for a maximum storage capacity at the facility of 2022 tons of whole tires, processed tires, and waste tire processing residuals.

PROFESSIONAL RECOMMENDATION: X APPROVE DENY

EVALUATION SUMMARY: The applicant has provided sufficient information to demonstrate compliance with Department Rules.

Application received - January 15, 2002
Application complete - May 10, 2003
Department processing time- 86 days (to 7-14-03)
Total processing time - 180 days (to 7-14-03)

DAY 90/30 FOR THIS ACTION IS: Day 90 = 08-07-03



Jeb Bush  
Governor

# Department of Environmental Protection

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619

David B. Struhs  
Secretary

April 6, 2001

R. Brian Fifer, President & C.E.O.  
Global Tire Recycling  
1201 Industrial Drive  
Wildwood, Florida 34785

Re: Global Tire Recycling Waste Tire Processing Facility  
Short Form Consent Order OGC File No.: # 01-0339

Dear Mr. Fifer:

Enclosed please find a copy of the above referenced executed Short Form Consent Order. The Department received your first installment payment of \$2,750 on April 2, 2001. Please note the subsequent timetable for submittal of the remaining payments as outlined in the Order.

Your efforts in resolution of this case are appreciated.

Sincerely,

Steven G. Morgan  
Solid Waste Compliance/Enforcement  
Southwest District

cc: Robert Butera, SW  
Kathy Carter, OGC w/attachment

"More Protection, Less Process"

Printed on recycled paper.



Jeb Bush  
Governor

# Department of Environmental Protection

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619

David B. Smith  
Secretary

Certified Mail  
Return Receipt Requested

R. Brian Fifer, President & C.E.O.  
Global Tire Recycling  
1201 Industrial Drive  
Wildwood, Florida 34785

February 27, 2001

Re: Proposed Settlement by Short Form Consent Order in Case of  
Global Tire Recycling Waste Tire Processing Facility  
OGC File No.: # 01-0338

Dear Mr. Fifer:

The purpose of this letter is to complete the settlement of the violation(s) previously identified by the Department of Environmental Protection ("DEP") in the Warning Letter #WL00-0007SW60SWD, dated November 30, 2000 which is attached. The corrective actions required to bring your facility into compliance have been performed. However, you must pay to the Department the amount of \$16,500.00 to complete settlement of the violations described in the attached Warning Letter. This payment must be made to "The Department of Environmental Protection" by certified check or money order and shall include thereon the OGC number assigned above and the notation "Ecosystem Management and Restoration Trust Fund". The first of six monthly payments of \$2,750.00 shall be sent to the Southwest District Office, 3804 Coconut Palm Drive, Tampa, Florida within 30 days of your signing this letter. Each subsequent payment shall be sent to the same address within 30 days of the prior payment.

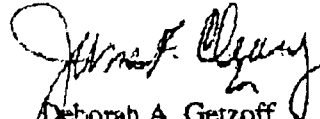
Your signing of this letter where indicated at the end of page two of this letter constitutes your acceptance of DEP's offer to settle this case on these terms. If you sign this letter, please return it to DEP at the address above. DEP will then countersign the letter and file it with the Clerk of the DEP. When the signed letter is filed with the Clerk, the letter shall constitute a Consent Order, which is final agency action of the DEP, the terms and conditions of which may be enforced in a court of competent jurisdiction pursuant to Sections 120.69 and 403.121, Florida Statutes. Failure to comply with the terms of this letter once signed by you shall constitute a violation of Section 403.161(1)(b), Florida Statutes.

*"Protect, Conserve and Manage Florida's Environment and Natural Resources"*

*Printed on recycled paper.*

By countersigning this settlement offer, the DEP waives its right to seek judicial imposition of damages, costs and expenses, or civil penalties for the violations described above. By accepting this offer of settlement, you waive your rights as described on the back of this document in the Notice of Rights. If you do not sign and return this letter to the Department at the Southwest District address given above by 14 days of receipt of this letter, it will be referred to the DEP's Office of General Counsel with a recommendation that formal enforcement action be taken against you. None of your rights or substantial interests are determined by this letter unless you sign it and it is filed with the DEP Clerk.

Sincerely yours,



Deborah A. Getzoff  
Director of District Management  
Southwest District

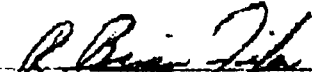
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I ACCEPT THE TERMS OF THIS SETTLEMENT OFFER.


For Global Tire Recycling:

For the DEP:

By:



Mr. R. Brian Filer  
President & C.E.O.  
Global Tire Recycling



Deborah A. Getzoff  
Director of District Management  
Department of Environmental Protection

Date: March 12, 2001

ENTERED this 6<sup>th</sup> day  
of April, 2001 in  
Tampa, Florida

Attachments

Copies furnished to:

Kathy Carter  
Office of General Counsel  
Department of Environmental Protection  
3000 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

FILING AND ACKNOWLEDGEMENT

FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Annabelle  
Clerk

4-6-01  
Date

## NOTICE OF RIGHTS

Persons who are not parties to this Consent Order but whose substantial interests are affected by this Consent Order have a right, pursuant to Sections 120.569 and 120.57, Florida Statutes, to petition for an administrative hearing on it. The Petition must contain the information set forth below and must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

The petition shall contain the following information:

(a) The name, address, and telephone number of each petitioner; the Department's Consent Order identification number and the county in which the subject matter or activity is located; (b) A statement of how and when each petitioner received notice of the Consent Order; (c) A statement of how each petitioner's substantial interests are affected by the Consent Order; (d) A statement of the material facts disputed by petitioner, if any; (e) A statement of facts which petitioner contends warrant reversal or modification of the Consent Order; (f) A statement of which rules or statutes petitioner contends require reversal or modification of the Consent Order; (g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Consent Order.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Consent Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Florida Administrative Code.

Mediation under Section 120.573, Florida Statutes, is not available in this proceeding.





Jeh Bush  
Governor

# Department of Environmental Protection

REC'D OCT 01 2001

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619

David B. Strum  
Secretary

R. Brian Fifer, President & CEO  
Global Tire Recycling  
1201 Industrial Drive  
Wildwood, FL 34785

September 28, 2001

Re: Global Tire Recycling Waste Tire Processing Facility  
Permit # 26195-003-SO  
Short Form Consent Order OGC Case # 01-0338

Dear Mr. Fifer:

The Department received the final penalty payment in accordance with the terms and conditions of the above referenced Consent Order on September 24, 2001. Therefore, the Department is closing its case on the matter.

Your efforts in resolution of this case are appreciated.

Sincerely,

William Kutash  
Program Administrator  
Division of Waste Management  
Southwest District

cc: Robert Butera, SW  
Susan Pelz, SW  
Larry Morgan, OGC  
Kathy Carter, OGC

"More Protection, Less Process"

Printed on recycled paper.

# Proof of Publication

from the  
**SUMTER COUNTY TIMES**  
Bushnell, Sumter County, Florida  
**PUBLISHED WEEKLY**

STATE OF FLORIDA  
COUNTY OF SUMTER

Before the undersigned authority personally appeared

Karen McDaniel

Of the Sumter County Times, a newspaper published weekly at Bushnell, in Sumter County, Florida, that the attached copy of advertisement being a public notice in the matter of the

600-0102 SCT PUBLIC NOTICE State of Florida  
Department of Environmental Protection Notice of  
Application The Department announces receipt of an  
application for permit renewal from Mr. Brian Fifer of  
Global Tire Recycling of Sumter County, Inc. f

Court, was published in said newspaper in the issues of  
January 2nd, 2003,

Affiant further says that the Sumter County Times is a Newspaper published at Bushnell in said Sumter County, Florida, and that the said newspaper has heretofore been continuously published in Sumter County, Florida, each week and has been entered as second class mail matter at the post office in Bushnell in said Sumter County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Karen McDaniel

The forgoing instrument was acknowledged before me

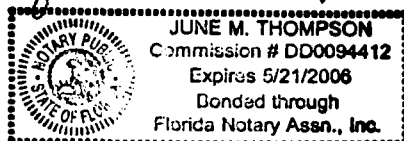
This 2nd day of January, 2003

By: Karen McDaniel

who is personally known to me and who did take an oath.

Notary Public

June M. Thompson



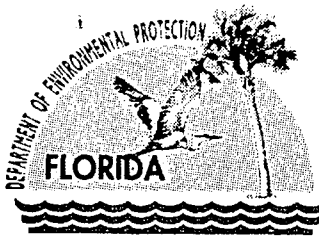
600-0102 SCT  
PUBLIC NOTICE

State of Florida  
Department of  
Environmental Protection  
Notice of Application

The Department announces receipt of an application for permit renewal from Mr. Brian Fifer of Global Tire Recycling of Sumter County, Inc. for operation of a waste tire processing facility, subject to Department rules, located at 1201 Industrial Drive, Wildwood, two miles east of I-76 and North of SR 44, Sumter County, Florida.

The application is being processed and is available for public inspection during normal business hours 8:00 a.m. to 5:00 p.m. Environmental Protection, Southwest District Office, 3604 Coconut Palm Drive, Tampa, Florida 33619-2518.

Published one (1) time in  
the Sumter County Times  
January 2, 2003.



Jeb Bush  
Governor

# Department of Environmental Protection

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619

David B. Struhs  
Secretary

CERTIFIED MAIL 7001 1940 0006 5800 9053  
RETURN RECEIPT REQUESTED

July 16, 2003

## NOTICE OF PERMIT

Mr. R. Brian Fifer, President  
Global Tire Recycling of Sumter County, Inc.  
1201 Industrial Drive  
Wildwood, FL 34785

RE: Global Tire Recycling Waste Tire Processing Facility  
Permit Number **136808-004-WT**, Sumter County

Dear Mr. Fifer:

Enclosed is permit number **136808-004-WT**, issued pursuant to Section(s) 403.087(1), Florida Statutes.

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) in accordance with Section 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Department's Office of General Counsel, 3900 Commonwealth Blvd., MS#35, Tallahassee, 32399-3000, within fourteen (14) days of receipt of this notice. Petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within fourteen (14) days shall constitute a waiver of any right such person has to an administrative determination (hearing) pursuant to Section 120.57, Florida Statutes.

The petition shall contain the following information;

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department Permit File Number and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of Department's action, or proposed action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department's action or proposed action;
- (d) A statement of the material facts disputed by Petitioner, if any;
- (e) A statement of facts which petitioner contends warrant reversal or modification of the Department's action or proposed action;

"More Protection, Less Process"

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U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

7001 1940 0006 5800 9053

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total		

Mr. R. Brian Fifer, President  
 Global Tire Recycling of Sumter  
 County, Inc.  
 1201 Industrial Drive  
 Wildwood, FL 34785

PS Form 3800, January 2001 See Reverse for Instructions

Is your RETURN ADDRESS completed on the reverse side?

Notice of Permit #136808-004-W1

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

R. Brian Fifer, President  
 Global Tire Recycling  
 1201 Industrial Drive  
 Wildwood, FL 34785

7001 1940 0006 5800 9053

4b. Service Type

<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Certified
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured
<input checked="" type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> COD

7. Date of Delivery

7-19-1988

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: ((Addressee or Agent))

X [Signature]

|||||

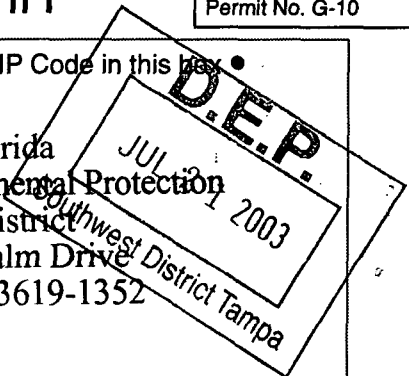
UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

State of Florida  
Department of Environmental Protection  
Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619-1352



Steve Morgan - Solid Waste



- (e) A statement of facts which petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of which rules or statutes petitioner contends warrant reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Department's action or proposed action.

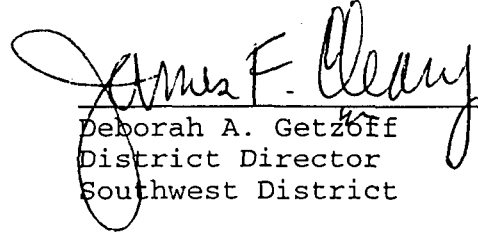
If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the application have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 14 days of publication of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, F.S., and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-5.207, F.A.C.

This permit is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above paragraphs or unless a request for extension of time in which to file a petition is filed within the time specified for filing a petition and conforms to Rules 62-110 and 28-106, F.A.C. Upon timely filing of a petition or a request for an extension of time this permit will not be effective until further Order of the Department.

When the Order is final, any party to the Order has the right to seek judicial review of the Order pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Blvd., MS#35, Tallahassee, 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date the Final Order is filed with the Clerk of the Department.

Executed in Tampa, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

  
Deborah A. Getzoff  
District Director  
Southwest District

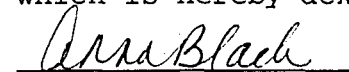
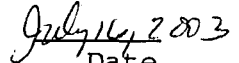
DAG/sgm  
Enclosures

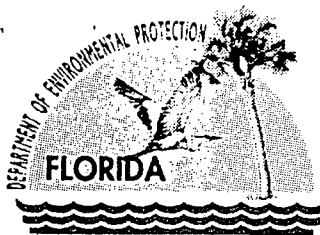
cc: Sumter County Notification List  
Robert L. Rogers, P.E., P.S.M., Robert L. Rogers Engineering Co., 1105 S.E. 3<sup>rd</sup>  
Avenue, Ocala, Florida 34471  
Virginia Watson, Sumter County, 209 N. Florida Avenue, Bushnell, Florida 33513  
Don Dixon, City of Wildwood, 100 N. Main Street, Wildwood, Florida 34785  
Fred Wick, FDEP Tallahassee  
Richard Tedder, P.E., FDEP Tallahassee  
Susan Pelz, P.E., FDEP Tampa  
(Permit Notebook) FDEP Tampa

CERTIFICATE OF SERVICE

This undersigned duly designated deputy clerk hereby certifies that this NOTICE OF PERMIT and all copies were mailed before the close of business on July 16, 2003 to the listed persons.  
(date stamp)

FILING AND ACKNOWLEDGMENT  
FILED, on this date, pursuant to Section 120.52(10), Florida Statutes, with the designated Department, Clerk, receipt of which is hereby acknowledged.

  
Clerk  
  
Date



Jeb Bush  
Governor

# Department of Environmental Protection

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619

David B. Struhs  
Secretary

## PERMITTEE

Mr. R. Brian Fifer, President  
Global Tire Recycling  
of Sumter County, Inc.  
1201 Industrial Drive  
Wildwood, FL 34785

## PERMIT/CERTIFICATION

WACS ID No.: SWD/60/00053122  
Permit No.: 136808-004-WT  
Date of Issue: **07/16/2003**  
Expiration Date: **07/15/2008**  
County: Sumter  
Lat/Long: 28°51'09"N  
82°02'55"W  
Sec/Town/Rge: 7/19S/23E  
Project: Global Tire Recycling  
Waste Tire Processing Facility

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule(s) 62-4, 62-701, and 62-711. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents, attached hereto or on file with the Department and made a part hereof and specifically described as follows:

To operate a waste tire processing facility (approximately 10 acres), referred to as the Global Tire Recycling Waste Tire Processing Facility, subject to the specific conditions attached, for storing and processing waste tires, located at 1201 Industrial Drive, 2 miles east of I-75 and north of S.R. 44, in Wildwood, Sumter County, Florida. The specific conditions attached are for the operation of a:

1. Waste Tire Processing Facility

Replaces Permit No.: 136808-001-WT

This permit contains compliance items summarized in **Attachment 1** that shall be complied with and submitted to the Department by the dates noted. If the compliance dates are not met and submittals are not received by the Department on the dates noted, enforcement action may be initiated to assure compliance with the conditions of this permit.

*"More Protection, Less Process"*



## GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.161, 403.727, or 403.859 through 403.861, Florida Statutes. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, State, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

- (a) Have access to and copy any records that must be kept under conditions of the permit;

**GENERAL CONDITIONS:**

(General Condition #7 cont.)

- (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
- (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- (a) A description of and cause of noncompliance; and
- (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300, Florida Administrative Code, as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

**GENERAL CONDITIONS:**

13. This permit also constitutes:

- (a) Determination of Best Available Control Technology (BACT)
- (b) Determination of Prevention of Significant Deterioration (PSD)
- (c) Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
- (d) Compliance with New Source Performance Standards

14. The permittee shall comply with the following:

- (a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- (b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.
- (c) Records of monitoring information shall include:
  - 1. the date, exact place, and time of sampling or measurements;
  - 2. the person responsible for performing the sampling or measurements;
  - 3. the dates analyses were performed;
  - 4. the person responsible for performing the analyses;
  - 5. the analytical techniques or methods used;
  - 6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

**SPECIFIC CONDITIONS:**

1. **Facility Designation.** This site shall be classified as a **waste tire processing facility**, and shall be operated in accordance with all applicable requirements of Chapters 62-3, 62-4, 62-330, 62-520, 62-522, 62-550, 62-701, and 62-711 Florida Administrative Code (F.A.C.) and all applicable requirements of Department Rules.

2. **Permit Application Documentation.** This permit is valid for operation of the waste tire processing facility in accordance with the reports, plans and other information, prepared by Robert L. Rodgers Engineering Co., Inc., as follows:

a. Waste Tire Processing Permit Renewal - Global Tire Recycling of Sumter County, Inc. and supporting information prepared by Robert L. Rodgers Engineering Co., Inc., dated January 14, 2003 (received January 15, 2003);

b. Additional information prepared by Robert L. Rodgers Engineering Co., Inc., dated March 7, 2003 (received March 10, 2003);

c. "A Site Plan for Global Tire Recycling of Sumter County, Inc. - Storage Area Locations, Sheet 1 of 1", prepared by Robert L. Rodgers Engineering Co., Inc., dated April 16, 2003 (received April 21, 2003);

d. Additional information prepared by Robert L. Rodgers Engineering Co., Inc., dated May 2, 2003 (received May 9, 2003);

e. Additional information prepared by Global Tire Recycling, dated May 9, 2003 (received via fax May 9, 2003);

f. Attachment A - Aerial Photo, City of Wildwood and Sumter County Zoning Documents, Building Permit Issued by the City of Wildwood, received February 13, 1998. (updated Aerial Photo, dated March 29, 2000, received March 10, 2003);

g. Attachment B - Global Tire Recycling of Sumter County Inc. Project Drawings, prepared by Riddle Consulting Engineers, dated September 16, 1997 (received February 13, 1998), with revised Drawing A-1 "Overall Floor Plan", revised by Robert L. Rodgers Engineering Co., Inc., (received March 10, 2003);

h. Attachment C - System Layout Drawing, prepared by Dave Jensen, Inc., dated April 15, 1995, revised by Robert L. Rodgers Engineering Co., Inc., (received March 10, 2003);

i. Attachment E - Surveyor's Wetlands, Water, Bodies and Well Certification, prepared by Robert L. Rodgers Engineering Co., Inc., dated March 7, 2003 (received March 10, 2003) and Florida DEP Storm Water Runoff Permit and Application, dated September 26, 1997 (received February 13, 1998);

j. Emergency Preparedness Plan, prepared by Global Tire Recycling, dated November 20, 2002 (received December 5, 2002);

**SPECIFIC CONDITIONS:**

(Specific Condition #2 cont.)

- k. Attachment H - Process Description, prepared by Robert L. Rodgers Engineering Co., Inc., dated February 25, 2003 and revised May 2, 2003 (received May 9, 2003);
- l. Attachment I - Production Equipment Book with Equipment List Index/Horsepower, Electrical Specs and Capacities/Manning Table prepared by Robert L. Rodgers Engineering Co., Inc., dated and received February 13, 1998 with revisions received March 10, 2003, May 9, 2003, and May 10, 2003;
- m. Attachment J - Warranty Deed, received February 13, 1998.
- n. Attachment K - Exhibits to Global Tire Recycling of Sumter County, Inc., WTPF Permit Application Addendum Dated 4/17/98, with revised Exhibit K "Addendum to Process Description", prepared by Robert L. Rodgers Engineering Co., Inc. received May 9, 2003;
- o. Global Tire Recycling Inc. Chemical Information, dated October 28, 1997 (received February 13, 1998);

and in accordance with all applicable requirements of Department rules.

3. **Permit Modifications.** Any construction or operation activities not previously approved as part of this permit shall require a separate Department permit unless the Department determines a permit modification to be more appropriate. Permits shall be modified in accordance with the requirements of Rule 62-4.080, F.A.C. A modification which is reasonably expected to lead to substantially different environmental impacts which require a detailed review by the Department is considered a substantial modification.

4. **Permit Renewal.** No later than **one hundred eighty (180) days** before the expiration of the Department permit, the permittee shall apply for a renewal of a permit on forms and in a manner prescribed by the Department, in order to assure conformance with all applicable Department rules. Permits shall be renewed at least every five years as required by Rule 62-4.070(4), F.A.C.

5. **Prohibitions.** The prohibitions of Rules 62-701.300 and 62-711.400, F.A.C., shall not be violated.

**SPECIFIC CONDITIONS:**

6. **Financial Assurance.** The permittee shall provide financial assurance for the facility in accordance with F.A.C. 62-711.500(3).

a. All costs for closure shall be adjusted and submitted **annually, by March 1st each year** to: Solid Waste Manager, Solid Waste Section, Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa, Florida 33619-8318.

b. Proof that the financial mechanism has been adequately funded shall be submitted **annually** to: Financial Coordinator, Solid Waste Section, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

7. **Processing and Storage Requirements.** All waste tires shall be processed and stored in accordance with F.A.C. 62-711.530 and 62-711.540, and "A Site Plan for Global Tire Recycling of Sumter County, Inc. - Storage Area Locations, Sheet 1 of 1", dated April 16, 2003.

a. Storage at the processing facility is limited to 1862 tons of waste tires (including whole and processed tires) and 160 tons of waste tire processing residuals and other miscellaneous wastes.

b. If the facility has reached its permitted storage capacity for any area, the permittee shall not accept additional waste tires until sufficient capacity has been restored.

c. All incoming wastes tires shall be handled on a first-in, first-out basis. In the event of equipment breakdown or scheduled maintenance, the permittee shall ensure that sufficient reserve equipment is operating at the site **within 72 hours** of occurrence or the facility shut down.

d. At least 75 percent of the whole tires, used tires, and processed tires that are delivered to or are contained on the site of the waste tire processing facility at the beginning of each calendar year shall be processed or removed for disposal or recycling from the facility during the year, or disposed of at a permitted solid waste management facility.

8. **Operation Plan and Operating Record.** A copy of the Department approved permit, operational plan, construction reports and record drawings, and supporting information shall be kept at the facility at all times for reference and inspections.

9. **Operating Personnel.** A trained supervisor or foreman shall be responsible for maintaining the facility in an orderly, safe, and sanitary manner. Sufficient personnel shall be employed to adequately operate the facility.

10. **Reporting Requirements.** Waste Tire Processing Facility Quarterly Report, Form #62-711.900(21) (attached) summarizing facility operations shall be submitted **quarterly** to the Department by January 20th, April 20th, July 20th, and October 20th, pursuant to FAC Rule 62-711.530(5).

**SPECIFIC CONDITIONS:**

**11. Fire Safety Survey.**

a. A fire safety survey shall be conducted at least **annually** and the survey report shall be made available to the Department upon request.

b. In the event that deficiencies are noted in the Fire Safety Survey, **within 30 days of the survey**, the permittee shall provide documentation to the Department indicating correction of any deficiencies noted in the annual Fire Safety Survey. The documentation shall include approval of the corrections by the local fire authority.

c. In the event of a fire at the waste tire processing facility, residuals or contaminated liquids from the fire shall not be discharged to the stormwater control system, surface waters or groundwaters. In the event of a fire, residuals and contaminated liquids shall be contained within the waste tire storage area. Within 24 hours of extinguishing the fire, residuals shall be removed and disposed of properly.

d. Flammable, ignitable or explosive liquids or other materials shall not be stored in the vicinity of the waste tire storage area.

**12. Stormwater System Management.** The site shall continue to have a stormwater management system operated and maintained as required by F.A.C. 62-711.540(3)(a). The site shall be managed to divert stormwater around and away from the storage areas.

**13. Emergency Preparedness Manual.** A copy of the facility's emergency preparedness manual shall be kept at the site and a copy shall be kept at an off-site location.

**14. Control of Nuisance Conditions.** The owner or operator shall control mosquitoes and rodents as so to protect the public health and welfare. The operating authority shall be responsible for the control of odors and fugitive particulates arising from this operation. Such control shall minimize the creation of nuisance conditions on adjoining property. Complaints received from the general public, and confirmed by Department personnel upon site inspection, shall constitute a nuisance condition, and the permittee must take immediate corrective action to abate the nuisance.

**15. Facility Maintenance and Repair.** The site shall be properly maintained including all equipment and building maintenance, minimized grass, underbrush and other flammable vegetation, prevention of ponding, and maintenance of berms and other systems designed to protect water bodies from liquid runoff from a potential waste tire fire. In the event of damage to any portion of the waste tire site, fire, or failure of any portion of the waste tire processing or storage systems, the permittee shall immediately (**within 24 hours**)

**SPECIFIC CONDITIONS:**

(Specific Condition #15 cont.)

notify the Department of Environmental Protection explaining such occurrence and remedial measures to be taken and time needed for repairs. Written detailed notification shall be submitted to the Department **within seven (7) days** following the occurrence.

16. **Professional Certification.** Where required by Chapter 471 (P.E.) or Chapter 492 (P.G.), Florida Statutes, applicable portions of permit applications and supporting documents which are submitted to the Department for public record shall be signed and sealed by the professional(s) who prepared or approved them.

17. **Closure.** The facility shall be closed in accordance with the requirements of FAC Rule 62-711.700. The waste tire processing facility owner or operator shall notify the Department at least **ninety (90) days prior** to the date when tires will no longer be accepted for storage or processing, as required by F.A.C. 62-711.700(2).

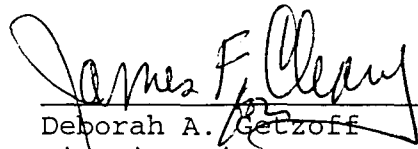
18. **General Conditions.** The permittee shall be aware of and operate under the "General Conditions". General Conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes.

19. **Permit Acceptance.** By acceptance of this Permit, the permittee certifies that he/she has read and understands the obligations imposed by the Specific and General Conditions contained herein and also including date of permit expiration and renewal deadlines. It is a violation of this permit for failure to comply with all conditions and deadlines.

20. **Regulations.** Chapter 62-711, F.A.C., effective March 22, 2000, is incorporated into this permit by reference. In the event that the regulations governing this permitted operation are revised, the Department shall notify the permittee, and the permittee shall request modification of those specific conditions that are affected by the revision of regulations to incorporate those revisions.

Executed in Tampa, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

  
Deborah A. Getzoff  
District Director  
Southwest District



ATTACHMENT 1

SPECIFIC CONDITION	SUBMITTAL DUE DATE	REQUIRED ITEM
4.	180 days prior to permit expiration	Permit renewal application
6.	Annually, by March 1st	Updated or revised financial assurance closure cost estimates
10.	Quarterly, by January 20th, April 20th, July 20th, October 20th	Waste tire processing facility quarterly reports



# Department of Environmental Protection

DEP Form # 62-701.900(21)	
Waste Tire Processing Facility	
Form Title <u>Quarterly Report</u>	
Effective Date <u>3/22/00</u>	
DEP Application No. _____	
(Filled in by DEP)	

## Waste Tire Processing Facility Quarterly Report

Pursuant to Rule 62-711.530, Florida Administrative Code, the owner or operator of a waste tire processing facility shall submit the following information to the Department quarterly.

Quarter covered by this report \_\_\_\_\_ (First quarter begins on January 1 of any given year)

1. Facility name: \_\_\_\_\_
2. Facility mailing address: \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Facility permit number: \_\_\_\_\_
4. Facility telephone number ( ) \_\_\_\_\_
5. Authorized person preparing report: \_\_\_\_\_
6. Affiliation with facility: \_\_\_\_\_
7. Telephone number (if different from above): ( ) \_\_\_\_\_
8. Activity: Report in tons

	Beginning Inventory	Received	Processed	Consumed	Removed	Adjustments	Ending Inventory
Used Tires							
Other whole Tires							
Processed tires							
Processing Waste							
Other							
<b>Total</b>							

- a. Explain all inventory adjustments. \_\_\_\_\_  
 \_\_\_\_\_
- b. List any period in which one or more category of inventory exceeded the permitted maximum for that category. How was that condition relieved?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 For any excess inventory at the end of the quarter, state how and when this condition will be relieved.  
 Attach Additional sheets, if necessary.  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Certification:  
 To the best of my knowledge and belief, I certify the information provided in this report is true, accurate, and complete.

\_\_\_\_\_

Print Name of Authorized Agent
Signature of Authorized Agent
Date

Mail complete form to  
the appropriate district office

Northwest District  
160 Governmental Center  
Pensacola, FL 32501-5794  
850-595-8360

Northeast District  
7825 Baymeadows Way, Ste. 200 B  
Jacksonville, FL 32256-7590  
904-448-4300

Central District  
3319 Maguire Blvd., Ste. 232  
Orlando, FL 32803-3767  
407-894-7555

Southwest District  
3804 Coconut Palm Dr.  
Tampa, FL 33619  
813-744-6100

South District  
2295 Victoria Ave., Ste. 364  
Fort Myers, FL 33902-2549  
941-332-6975

Southeast District  
400 North Congress Ave.  
West Palm Beach, FL 33401  
561-681-6600

F A X T R A N S M I T T A L



419 SW 31 Road  
Miami, FL 33129  
Phone (305) 856-3390  
Fax (305) 856-7482  
Web Site www.gtrrubber.com

TO: Steve Morgan  
COMPANY: Florida Dept. of Environmental Protection  
FAX NO.: 813-744-6125  
FROM: Brian Fifer  
SUBJECT: Permit Application  
DATE: May 9, 2003

=====

5 page(s) including cover sheet. Time Sent: \_\_\_\_\_ By: \_\_\_\_\_

=====

Please substitute these pages in the Production Equipment Book for the ones that Bob Rogers just sent to you. I noticed that the Index and Equipment Listing did not have E-2 Primary Cracker Mill deleted.

Thank you very much.

**PRODUCTION EQUIPMENT BOOK**  
(Rev. 4-20-03)

**INDEX**

	Code	Equipment
1	A-1/A-1P	Cooling towers
2	A-2/A-3	Auger bagger
3	A-4	Air compressor
4	A-5	Volumetric feeder
5	B-1	Bag house
6	C-1	Shredder in-feed belt conveyor
7	C-2	Discharge conveyor from shredder
8	C-3/C-3s	Primary cracker mill discharge conveyor
9	C-4/C-4s	Oscillating belt conveyor
10	C-5	Sized material from Rotexes belt conveyor
11	C-5s	Sized material from Rotexes belt conveyor
12	C-6	2ndary metal removal belt conveyor
13	C-7/C-7E	Metal Transport Conveyor & Extension
14	C-8/C-8s	Oversized material belt conveyor
15	C-9/C-9s	Oversized material belt conveyor to cracker
16	<del>C-10</del>	<del>Primary metal remover belt conveyor</del>
17	C-11	Gravity table feed conveyor
18	C-12	Main hopper takeaway conveyor
19	C-13	Mini hopper takeaway conveyor
20	C-14	First tire infeed conveyor
21	C-15	Second tire infeed conveyor
22	C-16A/C-16B	Roller conveyors
23	D-1A/D-1B/D-1C	Discharge chutes to find grind mills
24	E-1	Hydraulic rotary shear shredder
25	<del>E-2</del>	<del>Primary cracker mill</del>
26	E-3	Secondary cracker mill
27	E-4A/E-4B/E-4C	Fine grind mills
28	F-1A/F-1B/F-1C	Aero-mechanical conveyor (Flo-veyor)
29	F-2	Aero-mechanical conveyor (Flo-veyor)
30	H-1A/H-1B/H-1C	Twin auger surge bins
31	L-1/L-2/L-3	High Volume Whole Tire Feed System
	L-1	Live floor hopper
	L-2	Trailer dumper
	L-3	Tire picker
32	L-4/L-5	Low Volume Whole Tire Feed System

**CONFIDENTIAL TRADE SECRET**

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	L-4	Live floor hopper	
	L-5	Tire picker	
33	L-6	Chlp Feeding Unit	
34	M-1	Crossbelt with variac	
35	M-2	Inline belt magnet	
36	M-3	Crossbelt magnet	
37	R-1	Passenger tire derimmer	
38	R-2	Truck tire derimmer	
39	R-3	Truck tire debeader	
40	S-1	G-table discharge screw conveyor/feed to destoner	
41	S-1A	Destoner discharge screw conveyor/feed to Flovcony	
42	S-1B	Fibrous material discharge from gravity table	
43	S-1C	Overs discharge from rescreeners	
44	S-2	Surge bin feed screw conveyor	
45	S-3A/S-3B/S-3C	Surge bin discharge screw conveyor	
46	S-4A/S-4B/S-4C	Grinder discharge screw conveyor	
47	S-5	Transport fine material screw conveyor	
48	S-6	Transport coarse material screw conveyor	
49	S-7	Transport sized material to rescreener	
50	S-8	Transport sized material to rescreener	
51	S-9A/S-9B/S-9C	F1 discharge conveyor	
52	T-1/T-2/T-3/T-4 P-1/P-2/P-3/P-4	Single surface screener with aspirators (T-screeners, P-aspirators)	T-1 & T-2 Deleted
53	T-5A/T-5B/T-5C/ T-6A/T-6B/T-6C	Screen-Aire Separators	
54	T-7/T-8	Screen Separators	
55	V-1	Gravity separator	
56	Y-2	Vacuum destoner	
57	W-1	Platform scale (inside)	
58	W-2	Truck scale (outside)	
59	Y-1	Bailer	Deleted
60	Y-2	De-beader Bailer	
61	Y-3	Tread steel compactor	
62	Z-1	Mezzanines	
63	n/a	Lab equipment	
64	G-1	Grizzly granulator	

**EQUIPMENT LIST - HP, ELECTRICAL SPECS & CAPACITY**

	Code	Equipment	HP	Electrical Specs	Capacity
	A-1/A-1P	Cooling towers	3 fan 20 pump	230/460 VAC 3 PH	300 gal/min
2	A-2/A-3	Auger bagger	3	230/460 VAC 3 PH	3-4 50 lb. bags/min.
3	A-4	Air compressor	30	230/460 VAC 3 PH	100 ACFM @ 125 PSIG
4	A-5	Volumetric feeder	1	230/460 VAC 3 PH	6.3 cubic ft./hr.
5	B-1	Bag house - MCF filter	3 blower 1 cleaning arm	230/460 VAC 3 PH	N/A
5	B-1	Bag house - rotary airlock	3	460 VAC 3 PH	N/A
5	B-1	Bag house - class 4 fan	200	230/460 VAC 3 PH	N/A
5	C-1	Shredder in-feed belt conveyor	5	230/460 VAC 3 PH	20,000 lbs./hr.
7	C-2	Discharge conveyor from shredder	3	230/460 VAC 3 PH	20,000 lbs./hr.
8	C-3/C-3a	Primary cracker mill discharge conveyor	5	230/460 VAC 3 PH	18,000 lbs./hr.
9	C-4/C-4a	Oscillating belt conveyor	3	230/460 VAC 3 PH	16,000 lbs./hr.
10	C-5	Sized material from Rotexes conveyor	5	230/460 VAC 3 PH	12,000 lbs./hr.
11	C-5a	Sized material from Rotexes conveyor	3	230/460 VAC 3 PH	12,000 lbs./hr.
12	C-6	2ndary metal removal belt conveyor	3	230/460 VAC 3 PH	12,000 lbs./hr.
13	C-7/C-7E	Metal Transport Conveyor & Extension	3 / 5	230/460 VAC 3 PH	2,000 lbs./hr.
14	C-8/C-8a	Oversized material belt conveyor	5	230/460 VAC 3 PH	16,000 lbs./hr.
15	C-9/C-9a	Oversized material belt conveyor to cracker	3	230/460 VAC 3 PH	16,000 lbs./hr.
16	<del>E-10</del>	<del>Primary metal remover belt conveyor</del>	<del>5</del>	<del>230/460 VAC 3 PH</del>	<del>2,000 lbs./hr.</del> Deleted
17	C-11	Gravity table feed conveyor	5	230/460 VAC 3 PH	12,000 lbs./hr.
18	C-12	Main hopper takeaway conveyor	10	230/460 VAC 3 PH	20,000 lbs./hr.
19	C-13	Mini hopper takeaway conveyor	7 1/2	230/460 VAC 3 PH	20,000 lbs./hr.
20	C-14	First tire infeed conveyor	3	230/460 VAC 3 PH	20,000 lbs./hr.
21	C-15	Second tire infeed conveyor	3	230/460 VAC 3 PH	20,000 lbs./hr.
22	C-16A/C-16B	Roller conveyors	N/A	N/A	N/A
23	D-1A/D-1B/D-1C	Discharge chutes to fine grind mills	N/A	N/A	N/A
24	E-1	Hydraulic rotary shear shredder	300	460 VAC 3 PH	20,000 lbs./hr.
24	<del>E-2</del>	<del>Primary cracker mill</del>	<del>400</del>	<del>460 VAC 3 PH</del>	<del>16,000 lbs./hr.</del> Deleted
26	E-3	Secondary cracker mill	300	460 VAC 3 PH	14,000 lbs./hr.
27	E-4A/E-4B/E-4C	Fine grind mills	250	460 VAC 3 PH	2,000 lbs./hr.
28	F-1A/F-1B/F-1C	Aero-mechanical conveyor (Flo-veyor)	3	230/460 VAC 3 PH	6,000 lbs./hr.
29	F-2	Aero-mechanical conveyor (Flo-veyor)	3	230/460 VAC 3 PH	12,000 lbs./hr.
30	H-1A/H-1B/H-1C	Twin auger surge bins	N/A	N/A	6,000 lbs./hr.
31	L-1/L-2/L-3	High Volume Whole Tire Feed System	--	--	--
	L-1	Live floor hopper	13 per unit #1 13 per unit #2	230/460 VAC 3 PH	1,000 tires/hr.
	L-2	Trailer dumper	30	230/460 VAC 3 PH	N/A
	L-3	Tire picker	7 1/2	230/460 VAC 3 PH	1,000 tires/hr.

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EQUIPMENT LIST - HP, ELECTRICAL SPECS & CAPACITY

32	L-4-S	Low Volume Whole Tire Feed System	--	--	--
	L-4	Live floor hopper	20	230/460 VAC 3 PH	1,000 tires/hr
	L-5	Tire picker	7 1/2	230/460 VAC 3 PH	1,000 tires/hr.
33	L-6	Chip Feeding Unit	3	230/460 VAC 3 PH	20,000 lbs./hr.
34	M-1	Crossbelt with vibrator	3	230/460 VAC 3 PH	all metal generated
35	M-2	Inline belt magnet	3	230/460 VAC 3 PH	all metal generated
36	M-3	Crossbelt magnet	3	230/460 VAC 3 PH	all metal generated
37	R-1	Passenger tire derimmer	10	230/460 VAC 3 PH	150-200 tires/hr
38	R-2	Truck tire derimmer	13	230/460 VAC 3 PH	50-60 tires/hr
39	R-3	Truck tire debader	60	460 VAC 3 PH	50-70 tires/hr
40	S-1	G-table discharge screw conveyor/feed to destoner	5	230/460 VAC 3 PH	12,000 lbs./hr.
41	S-1A	Destoner discharge screw conveyor/feed to Floveyor	2	230/460 VAC 3 PH	12,000 lbs./hr.
42	S-1B	Fibrous material discharge from gravity table	1 1/2	230/460 VAC 3 PH	3,000 lbs./hr.
43	S-1C	Overs discharge from rescreeners	2	230/460 VAC 3 PH	12,000 lbs./hr.
44	S-2	Surge bin feed screw conveyor	3	230/460 VAC 3 PH	12,000 lbs./hr.
45	S-3A/S-3B/S-3C	Surge bin discharge screw conveyor	1	230/460 VAC 3 PH	4,000 lbs./hr
46	S-4A/S-4B/S-4C	Grinder discharge screw conveyor	1	230/460 VAC 3 PH	6,000 lbs./hr.
47	S-5	Transport fine material screw conveyor	2	230/460 VAC 3 PH	6,000 lbs./hr.
48	S-6	Transport coarse material screw conveyor	2	230/460 VAC 3 PH	6,000 lbs./hr.
49	S-7	Transport sized material to rescreener	1 1/2	230/460 VAC 3 PH	6,000 lbs./hr.
50	S-8	Transport sized material to rescreener	2	230/460 VAC 3 PH	6,000 lbs./hr.
51	S-9A/S-9B/S-9C	PI discharge conveyor	1	230/460 VAC 3 PH	5,000 lbs./hr
52	T-1/T-2/T-3/T-4	Single surface screeners	5	230/460 VAC 3 PH	16,000 lbs./hr.
52	P-1/P-2/P-3/P-4	Aspirators for T-1 thru T-4	N/A	N/A	N/A
53	T-5A/T-5B/T-5C/ T-6A/T-6B/T-6C	Screen-Aire Separators	3 screen 5 fan	230/460 VAC 3 PH	3,000 lbs./hr.
54	T-7/T-8	Screen Separators	2	230/460 VAC 3 PH	6,000 lbs./hr.
55	V-1	Gravity separator	1 vane feeder 3 table 30 fan	230/460 VAC 3 PH	12,000 lbs./hr.
56	V-2	Vacuum destoner	1 vane feeder 2 table 20 fan	230/460 VAC 3 PH	12,000 lbs./hr
57	W-1	Platform scale (inside)	N/A	N/A	5,000 lbs.
58	W-2	Truck scale (outside)	N/A	N/A	120,000 lbs.
59	Y-1	Bailer	3 (estimate)	230/460 VAC 3 PH	unknown
60	Y-2	De-bader Bailer	3 (estimate)	230/460 VAC 3 PH	unknown
61	Y-3	Tread steel compactor	3 (estimate)	230/460 VAC 3 PH	unknown
62	Z-1	Mezzanines	N/A	N/A	N/A
64	G-1	Grizzly granulator	300	230/460 VAC 3 PH	8,000 lbs./hr.

T-1 & T-2 Deleted

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CONFIDENTIAL TRADE SECRET

# Robert L. Rogers Engineering Co., Inc.

CONSULTING SERVICES

*Planning, Engineering, Surveying*

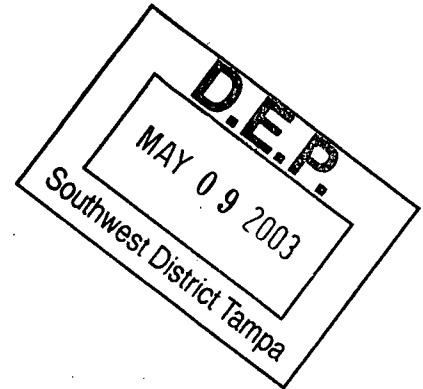
1105 S.E. 3rd AVENUE  
OCALA, FLORIDA 34471  
(352) 622-9214 • FAX (352) 622-2894

Robert L. Rogers, P.E., P.S.M.

Rodney K. Rogers, P.S.M.

May 2, 2003

Mr. Steven G. Morgan  
Solid Waste Section  
Florida Department of Environmental Protection  
3804 Coconut Palm Drive  
Tampa, FL 33619



Re: Global Tire Recycling of Sumter County, Inc.  
Waste Tire Processing Facility, Wildwood  
Pending Permit No. 136808-004-WT  
Sumter County

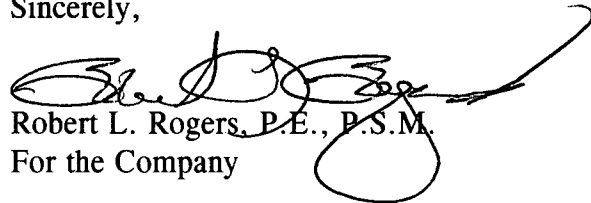
Dear Mr. Morgan:

As a follow up to our submittal of April 16, please find attached three (3) copies of the following:

1. Attachment H - Process Description.
2. Production Equipment Book Index.
3. Addendum to Attachment I.

Please continue your review of the above referenced permit based on the additional information provided. Thank you for your cooperation.

Sincerely,



Robert L. Rogers, P.E., P.S.M.  
For the Company

RLR/lmr

Cc: Brian Fifer, Global Tire



# Robert L. Rogers Engineering Co., Inc.

CONSULTING SERVICES

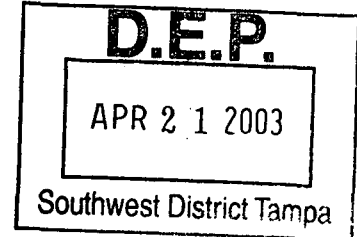
*Planning, Engineering, Surveying*

1105 S.E. 3rd AVENUE  
OCALA, FLORIDA 34471  
(352) 622-9214 • FAX (352) 622-2894

Robert L. Rogers, P.E., P.S.M.

Rodney K. Rogers, P.S.M.

April 16, 2003



Mr. Steven G. Morgan  
Solid Waste Section  
Florida Department of Environmental Protection  
3804 Coconut Palm Drive  
Tampa, FL 33619

Re: Global Tire Recycling of Sumter County, Inc.  
Waste Tire Processing Facility, Wildwood  
Pending Permit No. 136808-004-WT  
Sumter County

Dear Mr. Morgan:

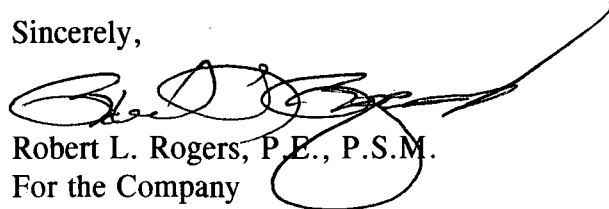
Thank you for your telephone call and comments concerning the missing information on the above referenced application.

Attached are three (3) signed and sealed prints of the Site Plan, which has the total tons of waste tire rubber, changed 1,862 tons.

Mr. Fifer is working on providing me the necessary information of the Process Description and Equipment Book, which will be forwarded when received.

Thank you for your cooperation.

Sincerely,



Robert L. Rogers, P.E., P.S.M.  
For the Company

RLR/lmr

Cc: Brian Fifer, Global Tire

**To:** Brent Fifer -- Glot Wire Recycling      **From:** Steve Morge

---

**Fax:** (305) 856-7482      **Pages:** 5 (including fax cover sheet)

---

**Phone:**      **Date:** 4/16/2003

---

**Re:** Attachment I -- Production Equipment      **CC:** [Click here and type name]  
 Book Index & Equipment List

---

Urgent     For Review     Please Comment     Please Reply     Please Recycle

---

• **Comments:** Attached is the Index & Equipment List from Attachment I

813058567482	NORMAL	16, 9:48	1'52"	5	* 0 K	
Telephone Number	Mode	Start	Time	Pages	Result	Note

P.1 Apr 16 2003 9:50

\*\* Transmit Conf. Report \*\*

3804 Coconut Palm Drive  
Tampa, Florida 33619-8318  
(813) 744-6100  
Fax (813) 744-6125

**Florida Department  
of Environmental  
Protection**

# Fax

---

**To:** Brent Fifer – Global Tire Recycling      **From:** Steve Morgan

---

**Fax:** (305) 856-7482      **Pages:** 5 (including fax cover sheet)

---

**Phone:**      **Date:** 4/16/2003

---

**Re:** Attachment I – Production Equipment      **CC:** [Click [here](#) and type name]  
Book Index & Equipment List

---

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

---

● **Comments:** Attached is the Index & Equipment List from Attachment I

## INDEX

	Code	Equipment
1	A-1/A-1P	Cooling towers
2	A-2/A-3	Auger bagger
3	A-4	Air compressor
4	A-5	Volumetric feeder
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6	C-1	Shredder in-feed belt conveyor
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27	E-4A/E-4B/E-4C	Fine grind mills
28	F-1A/F-1B/F-1C	Aero-mechanical conveyor (Flo-veyor)
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31	L-1/L-2/L-3	High Volume Whole Tire Feed System
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CONFIDENTIAL TRADE SECRET

	L-4	Live floor hopper
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44	S-2	Surge bin feed screw conveyor
45	S-3A/S-3B/S-3C	Surge bin discharge screw conveyor
46	S-4A/S-4B/S-4C	Grinder discharge screw conveyor
47	S-5	Transport fine material screw conveyor
48	S-6	Transport coarse material screw conveyor
49	S-7	Transport sized material to rescreener
50	S-8	Transport sized material to rescreener
51	S-9A/S-9B/S-9C	F1 discharge conveyor
52	T-1/T-2T-3/T-4 P-1/P-2/P-3/P-4	Single surface screener with aspirators (T=screeners, P=aspirators)
53	T-5A/T-5B/T-5C/ T-6A/T-6B/T-6C	Screen-Aire Separators
54	T-7/T-8	Screen Separators
55	V-1	Gravity separator
56	V-2	Vacuum destoner
57	W-1	Platform scale (inside)
58	W-2	Truck scale (outside)
59	Y-1	Bailer
60	Y-2	De-bader Bailer
61	Y-3	Tread steel compactor
62	Z-1	Mezzanines
63	n/a	Lab equipment

CONFIDENTIAL TRADE SECRET

## EQUIPMENT LIST - HP, ELECTRICAL SPECS & CAPACITY

	Code	Equipment	HP	Electrical Specs	Capacity
	A-1/A-1P	Cooling towers	5 fan 20 pump	230/460 VAC 3 PH	300 gal./min.
2	A-2/A-3	Auger bagger	5	230/460 VAC 3 PH	3-4 50 lb. bags/min.
3	A-4	Air compressor	30	230/460 VAC 3 PH	100 ACFM @ 125 PSIG
4	A-5	Volumetric feeder	1	230/460 VAC 3 PH	6.5 cubic ft/hr.
5	B-1	Bag house - MCF filter	5 blower 1 cleaning arm	230/460 VAC 3 PH	N/A
5	B-1	Bag house - rotary airlock	3	460 VAC 3 PH	N/A
5	B-1	Bag house - class 4 fan	200	230/460 VAC 3 PH	N/A
6	C-1	Shredder in-feed belt conveyor	5	230/460 VAC 3 PH	20,000 lbs./hr.
7	C-2	Discharge conveyor from shredder	3	230/460 VAC 3 PH	20,000 lbs./hr.
8	C-3/C-3s	Primary cracker mill discharge conveyor	5	230/460 VAC 3 PH	18,000 lbs./hr.
9	C-4/C-4S	Oscillating belt conveyor	3	230/460 VAC 3 PH	16,000 lbs./hr.
10	C-5	Sized material from Rotexes conveyor	5	230/460 VAC 3 PH	12,000 lbs./hr.
11	C-5s	Sized material from Rotexes conveyor	3	230/460 VAC 3 PH	12,000 lbs./hr.
12	C-6	2ndary metal removal belt conveyor	3	230/460 VAC 3 PH	12,000 lbs./hr.
13	C-7/C-7E	Metal Transport Conveyor & Extension	3 / 5	230/460 VAC 3 PH	2,000 lbs./hr.
14	C-8/C-8s	Oversized material belt conveyor	5	230/460 VAC 3 PH	16,000 lbs./hr.
15	C-9/C-9s	Oversized material belt conveyor to cracker	3	230/460 VAC 3 PH	16,000 lbs./hr.
16	C-10	Primary metal remover belt-conveyor	3	230/460 VAC 3 PH	2,000 lbs./hr.
17	C-11	Gravity table feed conveyor	5	230/460 VAC 3 PH	12,000 lbs./hr.
18	C-12	Main hopper takeaway conveyor	10	230/460 VAC 3 PH	20,000 lbs./hr.
19	C-13	Mini hopper takeaway conveyor	7 1/2	230/460 VAC 3 PH	20,000 lbs./hr.
20	C-14	First tire infeed conveyor	3	230/460 VAC 3 PH	20,000 lbs./hr.
21	C-15	Second tire infeed conveyor	3	230/460 VAC 3 PH	20,000 lbs./hr.
22	C-16A/C-16B	Roller conveyors	N/A	N/A	N/A
23	D-1A/D-1B/D-1C	Discharge chutes to fine grind mills	N/A	N/A	N/A
24	E-1	Hydraulic rotary sheer shredder	300	460 VAC 3 PH	29,000 lbs./hr.
25	E-2	Primary cracker mill	400	460 VAC 3 PH	16,000 lbs./hr.
26	E-3	Secondary cracker mill	300	460 VAC 3 PH	14,000 lbs./hr.
27	E-4A/E-4B/E-4C	Fine grind mills	250	460 VAC 3 PH	2,000 lbs./hr.
28	F-1A/F-1B/F-1C	Aero-mechanical conveyor (Flo-veyor)	3	230/460 VAC 3 PH	6,000 lbs./hr.
29	F-2	Aero-mechanical conveyor (Flo-veyor)	3	230/460 VAC 3 PH	12,000 lbs./hr.
30	H-1A/H-1B/H-1C	Twin auger surge bins	N/A	N/A	6,000 lbs./hr.
31	L-1/L-2/L-3	High Volume Whole Tire Feed System	--	--	--
	L-1	Live floor hopper	15 pwr unit #1 15 pwr unit #2	230/460 VAC 3 PH	1,000 tires/hr.
	L-2	Trailer dumper	30	230/460 VAC 3 PH	N/A
	L-3	Tire picker	7 1/2	230/460 VAC 3 PH	1,000 tires/hr.

CONFIDENTIAL TRADE SECRET

**EQUIPMENT LIST - HP, ELECTRICAL SPECS & CAPACITY**

32	L-4/L-5	Low Volume Whole Tire Feed System	--	--	--
	L-4	Live floor hopper	20	230/460 VAC 3 PH	1,000 tires/hr.
	L-5	Tire picker	7 ½	230/460 VAC 3 PH	1,000 tires/hr.
33	L-6	Chip Feeding Unit	3	230/460 VAC 3 PH	20,000 lbs./hr.
34	M-1	Crossbelt with variac	3	230/460 VAC 3 PH	all metal generated
35	M-2	Inline belt magnet	3	230/460 VAC 3 PH	all metal generated
36	M-3	Crossbelt magnet	3	230/460 VAC 3 PH	all metal generated
37	R-1	Passenger tire derimmer	10	230/460 VAC 3 PH	150-200 tires/hr
38	R-2	Truck tire derimmer	15	230/460 VAC 3 PH	50-60 tires/hr
39	R-3	Truck tire debeader	60	460 VAC 3 PH	50-70 tires/hr
40	S-1	G-table discharge screw conveyor/feed to destoner	5	230/460 VAC 3 PH	12,000 lbs./hr.
41	S-1A	Destoner discharge screw conveyor/feed to Floveyor	2	230/460 VAC 3 PH	12,000 lbs./hr.
42	S-1B	Fibrous material discharge from gravity table	1 ½	230/460 VAC 3 PH	3,000 lbs./hr.
43	S-1C	Overs discharge from rescreeners	2	230/460 VAC 3 PH	12,000 lbs./hr.
44	S-2	Surge bin feed screw conveyor	3	230/460 VAC 3 PH	12,000 lbs./hr.
45	S-3A/S-3B/S-3C	Surge bin discharge screw conveyor	1	230/460 VAC 3 PH	4,000 lbs./hr
46	S-4A/S-4B/S-4C	Grinder discharge screw conveyor	1	230/460 VAC 3 PH	6,000 lbs./hr.
47	S-5	Transport fine material screw conveyor	2	230/460 VAC 3 PH	6,000 lbs./hr.
48	S-6	Transport coarse material screw conveyor	2	230/460 VAC 3 PH	6,000 lbs./hr.
49	S-7	Transport sized material to rescreener	1 ½	230/460 VAC 3 PH	6,000 lbs./hr.
50	S-8	Transport sized material to rescreener	2	230/460 VAC 3 PH	6,000 lbs./hr.
51	S-9A/S-9B/S-9C	F1 discharge conveyor	1	230/460 VAC 3 PH	6,000 lbs./hr.
52	T-1/T-2T-3/T-4	Single surface screeners	5	230/460 VAC 3 PH	16,000 lbs./hr.
52	P-1/P-2/P-3/P-4	Aspirators for T-1 thru T-4	N/A	N/A	N/A
53	T-5A/T-5B/T-5C/ T-6A/T-6B/T-6C	Screen-Aire Separators	3 screen 5 fan	230/460 VAC 3 PH	6,000 lbs./hr.
54	T-7/T-8	Screen Separators	2	230/460 VAC 3 PH	6,000 lbs./hr.
55	V-1	Gravity separator	1 vane feeder 3 table 30 fan	230/460 VAC 3 PH	12,000 lbs./hr.
56	V-2	Vacuum destoner	1 vane feeder 2 table 20 fan	230/460 VAC 3 PH	12,000 lbs./hr.
57	W-1	Platform scale (inside)	N/A	N/A	5,000 lbs.
58	W-2	Truck scale (outside)	N/A	N/A	120,000 lbs.
59	Y-1	Bailer	3 (estimate)	230/460 VAC 3 PH	unknown
60	Y-2	De-beader Bailer	3 (estimate)	230/460 VAC 3 PH	unknown
61	Y-3 -	Tread steel compactor	3 (estimate)	230/460 VAC 3 PH	unknown
62	Z-1	Mezzanines	N/A	N/A	N/A

**CONFIDENTIAL TRADE SECRET**

# Robert L. Rogers Engineering Co., Inc.

CONSULTING SERVICES

Planning, Engineering, Surveying

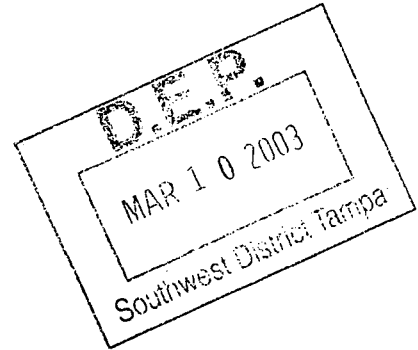
1105 S.E. 3rd AVENUE  
OCALA, FLORIDA 34471  
(352) 622-9214 • FAX (352) 622-2894

Robert L. Rogers, P.E., P.S.M.

Rodney K. Rogers, P.S.M.

March 7, 2003

Mr. Steven G. Morgan  
Solid Waste Section  
Florida Department of Environmental Protection  
3804 Coconut Palm Drive  
Tampa, FL 33619



Re: Global Tire Recycling of Sumter County, Inc.  
Waste Tire Processing Facility, Wildwood  
Pending Permit No. 136808-004-WT  
Sumter County

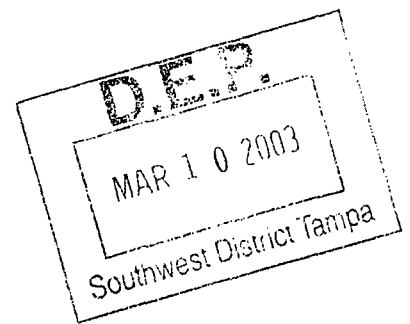
Dear Mr. Morgan:

Mr. Brian Fifer has requested I respond to your letter of February 6 concerning the above referenced renewal application. In response to your questions, we submit the following:

1. The latitude and longitude are shown in Part 1 - Section B-7 of Page 1 of the application. These were determined by scaling from the USGS Map of Wildwood.
2. The Site Plan and Part II-Section C of Page 2 of the application have been revised, both agree.
3. Attached is a copy of the current City of Wildwood's Zoning and Land Use Map with the project highlighted.
4. The Addendum to Waste Tire Processing Permit Application has been revised as follows:
  - a. A revised Attachment H is attached showing the replacement of the primary cracker mill with a Grizzly granulator along with the process changes.
  - b. The revised Storage Plan has eliminated some of the H Storage Piles and the revised Process Description shows the method of producing and transporting the crumb rubber from these storage areas (Page 5, 7, 8 and Addendum).

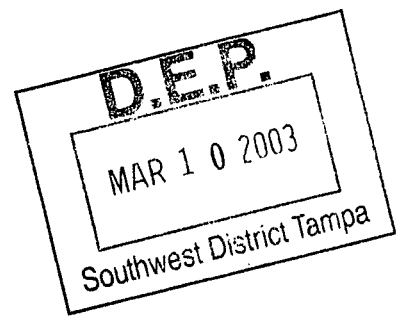


Mr. Steven G. Morgan  
March 7, 2003  
Page Two



- c. An Addendum to Attached I - Production Equipment Book is attached that provides the corresponding information for the Grizzly granulator. Also attached is a red lined drawing of the original System Layout (done by others) showing these changes. We could not find the original designing engineer who prepared the original drawing.
- d. The Site Plan, Attachment I and Attachment C have been revised to show the revised storage areas and equipment location.
- e. The maximum daily through put and the plan through put information has been updated in the Application Addendum and is now consistent with the process description, equipment listing and system layout. The scrap rate has also been corrected.
- f. A red lined Overall Floor Plan has been provided. We do not have the original drawing.
- g. The Application Addendum has been revised to clarify the use of welding equipment in the facility to be consistent with the revised Site Plan.
- h. We have revised Part III.B.5.(1)(b) to show that the previously provided plans are still valid.
- i. The Application Addendum provides the correct reference for the Emergency Preparedness Manual and the correct address for Mr. Fifer.
- j. The Application Addendum references previously submitted Warranty Deeds.
- k. The updated Application Addendum addresses the mosquito and vermin control for the outdoor waste tire storage areas.
- l. The description of the location of the indoor tire storage area has been corrected.
- m. One of the previous Inside Storage Bins of Processed Rubber (H-I) has been eliminated providing assurance of at least 50' separation between inside storage areas.
- n. Previously provided plans, reports, and documentation of the Production Area Fire Protection Plan are still valid and stated.

Mr. Steven G. Morgan  
March 7, 2003  
Page Three

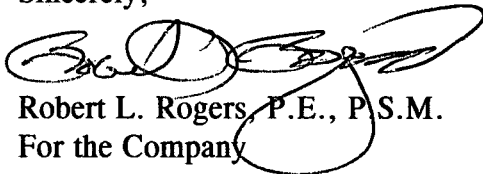


- o. Attached is our letter stating that this facility does not lie within 200' of any natural or artificial bodies of water.
- p. The revised Application now properly references the location of the outdoor tire storage areas and verifies the 50 fire lane around the perimeter of these areas as shown on the Site Plan.
- q. Previously provided plans, reports, and documentation concerning the site grading plans are still valid and referenced as requested.
- r. The revised Site Plan drawing shows either dimensions or capacities of the storage facilities and weights used for calculations purposes.
- s. Attached are updated letters that confirm the current disposal agreements with Waste Management of Central Florida, Inc.
- t. The revised Site Plan shows the dumpster equivalent for the smaller trailer (I) for Fiber Residual, with the summary of dumpsters in the total. The third party disposal costs for each waste stream is enclosed.
- u. Attached are revised closure costs.
- v. Previously provided plans, reports and documentation are still valid.

Please continue your review of this application based on the revised Application, Site Plan and attachments.

Thank you for your cooperation.

Sincerely,

  
Robert L. Rogers, P.E., P.S.M.  
For the Company

RLR/lmr

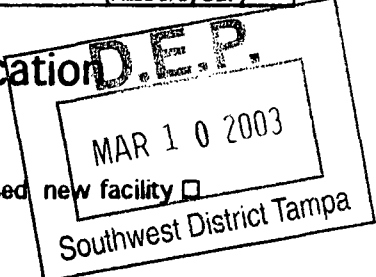
Cc: Brian Fifer, Global Tire



# Department of Environmental Protection

DEP Form # 62-701.900(23)  
 Waste Tire Processing Facility  
 Form Title Permit Application  
 Effective Date 3/22/00  
 DEP Application No. \_\_\_\_\_  
 (Filed in by DEP)

## Waste Tire Processing Facility Permit Application



Permit No. 136808-002-WT

Renewal  Modification  Existing unpermitted facility  Proposed new facility

### Part I-General Information:

#### A. Applicant Information:

1. Applicant Name: Global Tire Recycling of Sumter County, Inc.
2. Applicant Street Address: 1201 Industrial Drive
3. City: Wildwood County: Sumter Zip: 34785
4. Applicant Mailing Address: Same
5. City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_
6. Contact person: Brian Fifer Phone: (852) 330-2213 FEID No: 65-0663701
7. Have any enforcement actions been taken by the Department against the applicant relating to the operation of any solid waste management facility in this state? This includes any Complaint, Notice of Violation, or revocation of a permit or registration, as well as any Consent Order in which a violation of Department rules is admitted. It does not include a Warning Letter, Warning Notice, Notice of Noncompliance, or other similar document which does not constitute agency action.  
 Yes  No  If yes, attach a history and description of the enforcement actions.

#### B. Facility Information:

1. Facility Name: Global Tire Recycling of Sumter County, Inc.
2. Facility Street Address (Main Entrance): 1201 Industrial Drive
3. City: Wildwood County: Sumter Zip: 34785
4. Facility Mailing Address: Same
5. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
6. Contact Person: R. Brian Fifer, Pres. Phone: (352) 330-2213
7. Facility Location Coordinates:  
 Section: 7 Township: 19S Range: 23E  
 Latitude: 28° 51' 09" Longitude: 82° 02' 55"
8. Anticipated date for starting construction Nov. 1997 and for completion of construction Sept 1998
9. Anticipated date for receipt of tires Sept. 1998 and for start of processing Oct. 1998

Mail completed form to appropriate district office listed below

Northwest District  
160 Governmental Center  
Pensacola, FL 32501-6794  
850-595-8360

Northeast District  
7828 Baymeadows Way, Ste. 200 B  
Jacksonville, FL 32256-7690  
904-448-4300

Central District  
3319 Maguire Blvd., Ste. 232  
Orlando, FL 32803-3767  
407-894-7855

Southwest District  
3804 Coconut Palm Dr.  
Tampa, FL 33618  
813-744-6100

South District  
2296 Victoria Ave., Ste. 364  
Fort Myers, FL 33903-2548  
941-332-8975

Southeast District  
400 North Congress Ave.  
West Palm Beach, FL 33401  
888-681-6600

**C. Land Owner Information (if different from applicant):**

1. Owner's name: Same as Applicant
2. Land owner's mailing address: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Authorized Agent: \_\_\_\_\_ Agent's phone ( ) \_\_\_\_\_
5. Current lease expires: \_\_\_\_\_

**D. Facility Operator Information (if different from applicant):**

1. Operator's name: Same as Applicant
2. Operator's mailing address: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Contact person: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**E. Preparer of Application:**

1. Name of person preparing application: R. Brian fifer, President
2. Mailing address: 419 SW 31 Road
3. City: Miami State: FL Zip: 33129
4. Phone: (305) 856-3390
5. Affiliation with facility: President & C.E.O.

**Part II-Operations:**

**A. Facility type (check appropriate box):**

- Waste tire processing facility.  
 Waste tire processing facility with on-site disposal of processed tires or processing residuals.  
 See Attachment \_\_\_\_\_  
 Waste tire processing facility with on-site consumption of waste tires or processing residuals.  
 See Attachment F  
 Permitted solid waste management facility modification to allow waste tire site and processing.

**B. Type of processing facility (check as many as apply):**

- Shredder     Cutter     Chopper     Incinerator only     Incinerator with energy recovery  
 Pyrolysis     Supplemental fuel user     Other, explain Shredding, chopping & grinding  
opn. to process waste tires into fine mesh crumb rubber.

**C. Storage:** Indicate the maximum quantities of whole waste tires, processed waste tires, and processing residuals, expressed in tons, to be stored at the facility, in accordance with Rule 62-711.530(2), F.A.C.

	Outdoor Storage(tons)	Outdoor Storage (sq.ft)	Indoor Storage (tons)	Indoor Storage (sq.ft)	Total Storage (tons)
Whole waste tires:	<u>190</u> <sup>C+F</sup>	<u>10,222</u>	<u>7</u> <sup>E</sup>	<u>400</u>	<u>197</u>
Processed tires:	<u>1,206</u> <sup>A+B+H<sub>4</sub></sup>	<u>14,700</u>	<u>459</u> <sup>G+H<sub>1</sub>+H<sub>2</sub></sup>	<u>6,066</u>	<u>1,665</u>
Processing residuals:	<u>160</u> <sup>I,J,K</sup>	<u>1,920</u>	<u>-</u>	<u>-</u>	<u>160</u>
<b>TOTALS:</b>	<u>1,556</u>	<u>26,842</u>	<u>466</u>	<u>6,466</u>	<u>2,022</u>

**ADDENDUM TO WASTE TIRE PROCESSING PERMIT APPLICATION**

**I. Consent Order** – Attached is a Consent Order dated February 27, 2001. The settlement of violations amount of \$16,500.00 was paid and the matter was closed on September 28, 2001.

**II. Proof of Publication** – Proof of Publication of a Public Notice of application is attached.

**Part III. Attachments**

**A. FACILITY DESIGN**

- 1. A Topographical or Section Map** – Attached
- 2. A Plot Plan of the Facility** – Attached

**B. FACILITY OPERATION**

- 1. A Description of the Facility's Operation, Process and Products, Including How Tires Will Be Received and Stored.**  
See Global's confidential Process Description as amended and submitted as Attachment H to the previous Application.
- 2. A Description of the Equipment Used for Processing Tires. This Description Shall Include the Make, Model and Hourly Capacity of Each Piece of Equipment.**  
See previously submitted Attachment I Production Equipment Book and Attachment C System Layout Drawing as part of the previous Application.
- 3. Description of the Waste From the Process, the Amount of Waste Expected and How and Where This Waste Will Be Disposed Of.**  
In 2002, Global processed about 32 million pounds of tires (1.6 million tires/PTE's). In so doing, it generated about 34% residuals/scrap, or about 10,880,000 pounds. This was comprised of about 22% wire/rubber and 12% fiber/rubber. These residuals will continue to be hauled off in dumpsters by Waste Management to its Bayside Landfill in Ocala.

#### **4. Statement of the Maximum Daily Throughput and the Planned Daily and Annual Throughput.**

##### **a.) Maximum Daily Throughput**

The maximum daily throughput of the system is 4,000 pounds of crumb rubber finished product per hour. The system thereby is capable of producing 96,000 lbs. (48 tons) of crumb rubber finished product per 24 hour day. With a 34% scrap rate of wire/rubber and fiber/rubber, production of crumb rubber at this rate would require that 73 tons, or 7,300 whole passenger tire equivalents (PTE's), be processed by the system in a 24 hour day. Thus, 7,300 PTE's is the maximum daily throughput of Global's production system.

##### **b.) Planned Daily and Annual Throughput**

In 2002, Global Tire Recycling processed approximately 32.8 million pounds of whole tires (1.64 million PTE's) into approximately 21 million pounds of crumb rubber. Over the next two years, Global expects to increase its production about 20%. This would equate to 39.36 million pounds of waste tires processed each year (1.968 million PTE's) into about 26 million pounds of crumb rubber. On a daily basis, that would equate to 109,000 lbs. of waste tires (5,450 PTE's) into 72,160 lbs. of finished product crumb rubber and 36,840 lbs. of residual/scrap.

This section #5 is the same as in the previous Application, except where noted as "Updated".

**5. A DESCRIPTION OF HOW THE OPERATOR WILL MAINTAIN COMPLIANCE WITH EACH OF THE STORAGE REQUIREMENTS OF RULE 62-711.540 F.A.C.**

**(1) All waste tire sites, collection centers, processing facilities, and disposal facilities which store tires shall comply with the following technical and operational standards:**

**(a) If the site receives waste tires from the public, a sign shall be posted at the entrance of the site stating operating hours, cost of disposal and site rules.**

Global's Waste Tire Processing Facility will not receive waste tires from the general public. Only Florida DEP registered waste tire collectors or holders of Florida waste tire processing permits will be allowed to dispose of tires at Global's plant.

**(b) No operations involving the use of open flames shall be conducted within 25 feet of a waste tire pile. (Updated)**

No open flames will be allowed within 25 feet of any waste tire pile, and signs will be posted within and outside the plant near the live floor hoppers to remind all employees and visitors of this prohibition. Global's machine shop, where welding equipment will be stored, occupies an area in the southwest section of the plant. Welding does not take place there, as all scheduled welding is performed by a welding shop that is next door (Morris Welding). Should any welding or emergency repair procedures require on site welding on a piece of equipment that is too large to move outside or take next door, e.g., repair of the trailer dumper, all waste tires, tires in process or flammable residuals will be removed to an area 25 feet beyond the open flame.

- (c) **An attendant shall be present when the site is open for business if the site receives waste tires from the public.**

No waste tires will be received from the general public, as indicated in Section B5(1)(a), above. Nevertheless, an attendant or guard will be present at the gatehouse or elsewhere at the plant, not only during business hours, but at all other times as well.

- (d) **Fire protection services for the site shall be assured through notification to local fire protection authorities. A fire safety survey shall be conducted at least annually and the survey report shall be made part of the next quarterly report.**

As a department head involved in the building permit review process, the City of Wildwood Fire Chief has reviewed the site plan and project drawings, including M-2, the production area fire protection plan and M-3, the office area fire protection plan. The Fire Chief made no comments or suggestions during this review, indicating that he approved Global's plans of fire safety concerns.

A fire safety survey/inspection will be conducted prior to issuance of the Certificate of Occupancy and will be submitted to the Department with Global's first quarterly report.

- (e) **The operator of the site shall prepare and keep at the site an Emergency Preparedness Manual. A copy of the current Manual shall be kept at an off-site location designated by the operator. The Manual shall be updated at least once a year and upon changes in the operations at the site. (Updated)**

A copy of the Emergency Preparedness Manual is on file with the Department as Rev. 8/27/99 and updated pages on 11/20/02. Copies of the current manual will be kept in the general manager's office and the foreman's office at the plant, and with R. Brian Fifer, President and CEO. Global Tire Recycling, 419 SW 31 Road, Miami, FL 33129.



- (f) **The operator of the site shall immediately notify the Department in the event of a fire or other emergency which poses an unanticipated threat to the public health or the environment. Within two weeks of any emergency, the operator of the site shall submit to the Department a written report on the emergency. This report shall describe the origins of the emergency, the actions that were taken to deal with the emergency, the results of the actions that were taken, and an analysis of the success or failure of the actions.**

Global will immediately notify the Department's Emergency Response Contact at 1-800-320-0519 in such an event and will submit its written report in a timely manner.

- (g) **The operator of the site shall maintain records of the quantity of waste tires received at the site, stored at the site, and shipped from the site.**

Global will comply with this requirement and will develop record keeping systems which incorporate the information required by F.A.C., 62-711.530(4) and (5) and by the Quarterly and Annual Waste Tire Processing Facility Reports.

- (h) **If the operator of the site is not the owner of the property, the operator shall obtain written authorization to operate the facility from the owner of the property. (Updated)**

The operator of the site and owner of the property are the same: Global Tire Recycling of Sumter County, Inc. A copy of Global's Warranty Deed was submitted as Attachment J – Warranty Deed dated 6-19-97 by the City of Wildwood from Roger Rice and recorded with Sumter County as document No. 312935.

- (i) **Communication equipment shall be maintained at the waste tire site to assure that the site operator can contact local fire protection authorities in case of a fire.**

Global's facility will be part of the local telephone system and cellular telephones will also be available at the plant office.

- (j) **The owner or operator shall provide for control of mosquitoes and rodents so as to protect the public health and welfare. (Updated)**

By only having exposed tires in Moving Zones, no tires with potential water inside of them will remain outdoors in the open long enough to be a

potential breeding ground for mosquitoes. No food or organic matter will be permitted in or near the Moving Zones that might attract vermin.

- (k) **An approach and access road to the waste tire site shall be kept passable for any motor vehicle at all times.**

Global will keep all roadways within its property passable for motor vehicles and will not allow the use of Industrial Drive as a staging or waiting area.

- (2) **All waste tire sites, collection centers, processing facilities, and disposal facilities which store waste tires indoors must comply with the following additional technical and operational standards:**

- a. **Tire piles may not be more than 50 feet in width, except that piles along a wall shall not be more than 25 feet in width. (Updated)**

Global has provided for one indoor tire storage area: an area north of the Grizzly granulator where a small number of good used tires culled for resale will be temporarily stored until they are transferred to an outdoor trailer. This area never will exceed 20 feet in width.

- b. **The width of main aisles between the tire piles shall not be less than 8 feet. (Updated)**

There is only one indoor storage area (location "E" on the Site Plan Storage Area drawing that is attached to this application). It is over 50 feet from enclosed storage area H1 for processed rubber.

- c. **The clearance from the top of storage to sprinkler deflectors or roof structures shall not be less than 3 feet. (Updated)**

The maximum height of Global's indoor tire storage area is 5 feet. The eave height is 21 feet on the west side of the production area and 24 feet on the east side. The sprinkler system piping and sprinkler deflectors are set higher than 18 feet from the finished floor.

- d. **The clearance in any direction from unit heaters, radiant space heaters, duct furnaces and flues shall not be less than 3 feet.**

The production area will not be heated. Ventilation will be supplied by fresh air intake louvers and exhaust fans. If it becomes

necessary to provide radiant space heaters during cold weather, *they will be placed more than 3 feet from any storage area or other flammable material.*

[e., f., g. Fire walls and sprinklers.] **(Updated)**

An automatic sprinkler system was designed and is being installed in compliance with "The Standard for Storage of Rubber Tires, N.F.P.A. 231D, and specifically in accordance with N.F.P.A. #13 Standards, all materials conforming to specifications set forth in Chapter 2, N.F.P.A. #13 edition. The Production Area Fire Protection Plan (No. M-2) and the Office Fire Protection Plan (No. M-3) both dated 9-16-97 by Riddle Consulting Engineers were previously provided as part of Attachment B to the Permit Application dated 2-12-98.

**(3) All waste tire sites, collection centers and any processing or disposal facilities which store tires outdoors must comply with the following additional technical and operations standards:**

- a. **A waste tire site shall not be constructed, maintained or operated in or within 200 feet of any natural or artificial body of water, including wetlands within the jurisdiction of the Department, except bodies of water contained completely within the property boundaries of the facility which do not ordinarily discharge from the site to surface waters. A person may maintain a tire site within the 200-foot setback area upon demonstration to the Department, as part of a permit application or modification, that permanent control methods for residuals will result in compliance with water quality standards in Chapters 62-330, FAC. as applicable. The site shall be managed in such a way as to divert storm water or floodwater around and away from the storage piles. This section shall not apply to artificial reefs constructed pursuant to Department permit. **(Updated)****

Global's site, which is in the City of Wildwood Willard Peebles Industrial Park, does not lie within 200 feet of any natural or artificial body of water, including wetlands. Rodney K. Rogers, a Florida registered professional surveyor and mapper with Robert L. Rogers Engineering Co., Inc. of Ocala, has certified in his letter dated February 25, 2003, submitted with this application as an attachment, that he has inspected the surrounding area for wetlands, water bodies and potable water wells and that there are no such areas within 500 feet of Global's proposed outdoor temporary chip storage area. Clearly, there are no such areas within 200 feet of the site.

- b. **An outdoor waste tire pile shall have no greater than the following maximum dimensions: (Updated)**

1. **Width: 50 feet**
2. **Area: 10,000 square feet; and**
3. **Height: 15 feet**

All Chip Piles, Moving Zones and Trailer Storage locations are not more than 50' wide and are less than 10,000 SF per Site Plan Storage Locations drawing (attached).

- c. **A 50-foot wide fire lane shall be placed around the perimeter of each outdoor waste tire pile. Access to the fire lane for emergency vehicles must be unobstructed at all times. (Updated)**

Global does not plan to establish any outdoor waste tire "storage" piles, as such. It will be maintaining Moving Zones "C" such that tire will flow through them on a regular basis and be processed. A 50-foot wide fire lane will be maintained around the perimeter of each Moving Zone that has tires on the ground to ensure unobstructed access by emergency vehicles. The closed storage trailers will be spaced so that any fire in one trailer will be confined to that trailer. The temporary tire chip storage pad is constructed on pavement and open to the pavement on one side.

- d. **Access to the site shall be controlled through the use of fences, gates, natural barriers or other means.**

The site will be surrounded by heavy chain link fencing surmounted by three strands of barbed wire. All persons entering the plant, employees as well as tire haulers and other business visitors, will be observed by the attendant at the guardshed near the weigh scales. A security guard will be present at all times, 365 days per year. The guard will open and close the gates after business hours.

- e. **The site shall be bermed or given other adequate protection if necessary to keep liquid runoff from a potential waste tire fire from entering water bodies. (Updated)**

The site grading plan (A Site Plan, sheet 4 of 5, dated 8-27-97 by Robert I. Rogers Engineering Co., Inc. previously filed with FDEP as part of Attachment D to the Waste Tire Processing Permit Application dated 2-12-98) indicates that outside elevations are such as to direct liquid runoff from any potential waste tire fire away from the perimeters of the site and away from any water body.

- f. The waste tire site shall be kept free of grass, underbrush, and other potentially flammable vegetation at all times.**

Production and storage areas are on, or surrounded by, concrete or asphalt pavement. Other landscaped areas will be maintained so as to minimize the risk of fire.

- (4) For all waste tire sites, collection centers, processing facilities and disposal facilities which store processed waste tires, the temperature of any above-ground piles of compacted, processed tires more than eight feet high shall be monitored and may not exceed 300 degrees Fahrenheit. Temperature control measures shall be instituted so that pile temperatures do not exceed 300 degrees Fahrenheit. Temperature monitoring and controls are not required for processed tires disposed of in permitted landfills.**

The level of tire chips stored in Global's temporary chip storage will be maintained at a level of 4 to 5 feet and will never exceed 8 feet in height.

- (5) Any residuals from waste tire processing must be managed so as to be contained on-site, and must be controlled and disposed of in a permitted solid waste management facility or properly recycled. (Updated)**

All residuals are contained in 30 CY dumpsters and are hauled off by Waste Management to their Bayside Landfill in Ocala.

**6. A Copy of the Emergency Preparedness Manual for the Facility With a Statement of the On-Site and Off-Site Locations Where That Manual Will Be Maintained.**

The Emergency Preparedness Manual is on file with the Department as Rev. 8/27/99 and updated pages on 11/20/02.

**7. A Copy of the Fire Safety Survey.**

Copies of Global's Annual Fire Safety Surveys are on file with the Department, with the most recent one being transmitted on 11/20/02.

**8. A Description of How 75% of the Annual Accumulation of Waste Tires will Be Removed for Disposal or Recycling.**

For the past four years of full-scale production, Global has had 100% of its annual accumulation of waste tires "removed" via processing them into recycled saleable crumb rubber and residual. The residuals have been disposed by Waste Management to their Bayside Landfill in Ocala. This will continue to be the process for disposing of waste tires.

**C. COMPLETED CLOSING PLAN FOR THE FACILITY AS REQUIRED BY RULE 62-711.700(2) AND (3), F.A.C.**

In closing the facility, Global will stop access to the site; post a notice indicating the site is closed and the location of the nearest waste tire processing facility where waste tires can be deposited; notify the Department and Sumter County of the closing; remove all waste tires, processed tires and residuals to a waste tire processing facility, solid waste management facility authorized to accept waste tires or a legitimate user of processed tires; remove any solid waste to a permitted solid waste management facility and notify the Department when the closure is complete.

The Department will be given at least 60 days written notice prior to closure. Such notification will give the Department the opportunity to inspect the facility and determine whether any other procedures shall be followed as part of the closure. Any such directives shall be followed. No waste tires will be accepted within 15 days prior to the date that closure will begin. Global will complete closure on the site in accordance with approved closure plan with 180 days after receiving the final quantity of waste tires. Global must provide proof of financial assurance that all expenses

associated with the closure plan have been identified and prepaid. The following assumptions underly Global's closing plan and financial assurances:

**1. Whole Tires**

There will be a maximum of 190 tons of whole tires on the premises in trailers, moving zone piles and hoppers. They will be removed by an agreement with Recovery Technologies Group, Inc. at a cost of \$30/ton. This letter agreement dated February 19, 2003 is attached.

**2. Processed Tires**

There will be a maximum of 1,206 tons of processed tires, which consists mainly of saleable crumb rubber finished products. If they cannot be sold, they will be removed by Recovery Technologies Group, Inc. for \$30/ton as part of the above agreement.

**3. Residuals**

There will be a maximum of 11, 30 CY equivalent dumpsters that will contain metal/rubber and fiber/rubber residual material. They will be removed by Waste Management at a cost of \$244.00 each. There will be one 30 CY dumpster of office waste that will be removed by WM for \$566.00 per an Agreement dated February 20, 2003 that is attached.

**D. FINANCIAL ASSURANCE CALCULATIONS**

The following financial assurance calculations summarize and are based upon the assumptions and calculations that are set forth in Global's closing Plan directly preceding this section:

	<u>Amount</u>
Whole and processed tires: 1,862 tons @ \$30/ton	\$55,860
Residuals: 11, 30 CY dumpsters @ \$244 ea.	2,684
Office Waste: 1, 30 CY dumpster @ \$566 ea.	<u>566</u>
Total Financial Assurance Calculations	\$59,110

Global's existing Irrevocable Standby Letter of Credit of \$75,000 is more than adequate to support these financial assurance calculations.

**E. LAND OWNER (Updated)**

Not applicable - - same as applicant.

Refer to Attachment J – Warranty Deed dated 6-19-97 by the City of Wildwood from Roger Rice and recorded with Sumter County as document No. 312935.

**F. WASTE TIRES CONSUMED AT FACILITY – OTHER PERMITS**

**1. Environmental Resource Permit**

Permit number 60-0126615-001, issued by the Department of Environmental Protection on September 26, 1997.

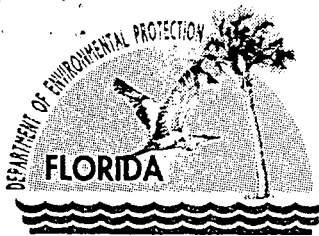
**2. Air Quality Permit**

Permit number 1190028-002-AC, issued by the Department of Environmental Protection on October 14, 1999.

**G. PERMIT FEE**

The permit fee in the amount of \$1,250.00 is enclosed.





# Department of Environmental Protection

Jeb Bush  
Governor

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619

David B. Struhs  
Secretary

R. Brian Fifer, President & CEO  
Global Tire Recycling of Sumter County, Inc.  
1201 Industrial Drive  
Wildwood, FL 34785

February 6, 2003

**Re: Global Tire Recycling of Sumter County, Inc.  
Waste Tire Processing Facility, Wildwood  
Pending Permit No.: 136808-004-WT, Sumter County**

Dear Mr. Fifer:

This is to acknowledge receipt of the permit renewal application prepared by Robert L. Rogers Engineering Co., Inc. dated January 14, 2003, (received January 15, 2003), to operate a waste tire processing facility.

This letter constitutes notice that a permit will be required for your project pursuant to Chapter(s) 403, Florida Statutes.

Your application for a permit is incomplete. This is the Department's 1st request for additional information. Please provide the information listed below promptly. Evaluation of your proposed project will be delayed until all requested information has been received.

The following information is needed in support of the waste tire processing facility application [Chapter 62-711, Florida Administrative Code (F.A.C.)]. Please provide:

1. **Sections 62-711.530(7), F.A.C.** Application Form #62-701.900(23) Part I "General Information" Section B.7. "Facility Location Coordinates": The latitude/longitude coordinates provided do not appear to correspond to the actual location of the facility. Please verify the correct coordinates for the facility and provide a corrected page 1 of 4 of the application form.
2. **Sections 62-711.530(7), F.A.C.** Application Form #62-701.900(23) Part II "Operations" Section C. "Storage": The maximum quantities provided in this section are not consistent with those provided on "Site Plan Sheet 1 of 1" received 1/15/03 and are not consistent with "Addendum To Waste Tire Processing Permit Application Part III.D. - Financial Assurance Calculations". Please address these inconsistencies and revise the amounts provided in this section accordingly.
3. **Sections 62-711.530(7), F.A.C.** Application Form #62-701.900(23) Part III.A.1. and "Addendum To Waste Tire Processing Permit Application Part III.A.1. - A Topographical or Section Map": A topographic or section map of the facility, no more than a year old, showing land use and zoning within one mile of the facility was not provided. Please provide this information.

4. **Sections 62-711.530(7), F.A.C.** "Addendum To Waste Tire Processing Permit Application": Please provide following additional information and revisions to the Addendum. Please provide a comprehensive Addendum report that incorporates the responses to these comments.

a. **Sections 62-711.530(7), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.1. - Facility Operation & Process Description": The facility's Certification of Construction Completion dated January 29, 2001 indicates that the primary cracker mill (E-2) that was part of the facility's permitted operation was replaced by a grizzly granulator. Please provide a revised Attachment H - "Process Description" that incorporates this and any other change that has occurred in the facility's permitted equipment or process.

b. **Sections 62-711.530(7), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.1. - Facility Operation & Process Description": Section 4 "Fine Grind Reduction" of Attachment H - "Process Description", indicates that the finished product is fed directly into auger baggers A-2 and A-3 and automatically bagged. However "Site Plan Sheet 1 of 1", received 1/15/03, shows finished product storage in Areas H1 & H2 (mesh sized rubber), Areas H3 & H4 (granular rubber), and Area H5 (crumb rubber). Please describe the how each of these products are produced and how they are transported to each of the storage areas in the process.

c. **Sections 62-711.530(7), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.2. - Facility Equipment Description & System Layout": The facility's Certification of Construction Completion dated January 29, 2001 indicates that the primary cracker mill (E-2) that was part of the facility's permitted operation was replaced by a grizzly granulator. Please provide a revised Attachment I - Production Equipment Book and Attachment C - System Layout Drawing that incorporate this and any other change that has occurred in the facility's equipment or process.

d. **Sections 62-711.530(7), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.2. - Facility Equipment Description & System Layout": "Site Plan Sheet 1 of 1", received 1/15/03, shows finished product storage in Areas H1 & H2 (mesh sized rubber), Areas H3 & H4 (granular rubber), and Area H5 (crumb rubber). Please revise Attachment I - Production Equipment Book and Attachment C - System Layout Drawing to include these areas in the system layout and provide information on any equipment utilized in the production, transportation, or storage of these products (i.e 6-bin crumb rubber hopper).

e. **Sections 62-711.530(7), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.4.a.) - Maximum Daily Throughput": Please confirm and document that the daily throughput information presented in this section is based on the revised process description, equipment description, and system layout provided in response to the above Department comments. The reference to a 64% scrap rate in this section appears to be a typographic error that should be corrected.

f. **Sections 62-711.540(1)(b), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.5.(1)(b)": Please provide the "Overall Floor Plan, Page A-1 of the Project Drawings - Attachment B" referenced in this section. Alternatively, previously provided plans, reports, or documentation that are still valid may be referenced, but must be specifically referenced (by document name, document date, author, and specific page and/or plan number).

(Comment #4, cont'd)

g. **Sections 62-711.540(1)(b), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.5.(1)(b): This section states that "Global's machine shop ... occupies an area in the southwest corner of the plant. Any welding or other necessary use of open flames will take place in an area ... well over 25 feet from either the indoor whole storage area or the bagged crumb rubber storage area". Site Plan Sheet 1 of 1 received 1/15/03 shows the machine shop area located between and within 25 feet of the mesh sized rubber storage area ("H2") and the bagged crumb rubber pallet area ("G"), with the notation "(No Welding or Open Flames)". Please address this inconsistency and revise either this section or the Site Plan accordingly.

h. **Section 62-711.540(1)(d), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.5.(1)(b): Please provide the "site plan and project drawings, including M-2, the production area fire protection plan and M-3, the office area fire protection plan" referenced in this section. Alternatively, previously provided plans, reports, or documentation that are still valid may be referenced, but must be specifically referenced (by document name, document date, author, and specific page and/or plan number).

i. **Section 62-711.540(1)(e), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.5.(1)(e): "Attachment F" was not submitted as stated in this section, however the updated facility Emergency Preparedness Plan dated November 20, 2002 was specifically referenced in Part III.B.5.(6) of the Addendum. Please revise this section to provide the specific document reference. Please also verify the applicant's address. Application Form #62-701.900(23) Part I. A., B., & E indicates that R. Brian Fifer's address is the facility's Wildwood, Florida address. This section provides a Miami address for Mr. Fifer.

j. **Section 62-711.540(1)(h), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.5.(1)(h): Please provide the "copy of Global's Warranty Deed" ("Attachment J") referenced in this section. Alternatively, previously provided plans, reports, or documentation that are still valid may be referenced, but must be specifically referenced (by document name, document date, author, and specific page and/or plan number).

k. **Section 62-711.540(1)(j), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.5.(1)(j): This section states "...Global will not store waste tires outdoors, other than in closed trailers..." However "Site Plan Sheet 1 of 1" received 1/15/03 provides for storage of waste tires in outdoor locations "A" and "C". Please address this inconsistency and outline the facility's procedures for mosquito and vermin control in outdoor waste tire storage areas.

l. **Section 62-711.540(2)(a), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.B.5.(2)(a): This section indicates that there are two indoor tire pile storage areas and references the location of one as being "an area north of the primary cracker mill." However "Site Plan Sheet 1 of 1" received 1/15/03 shows only one indoor whole tire storage area "E" and the facility does not have a "primary cracker mill." Please address this inconsistency and revise this section accordingly.

(Comment #4, cont'd)

m. Section 62-711.540(2)(b), F.A.C. "Addendum To Waste Tire Processing Permit Application Part III.B.5.(2)(b): This section states "The distance between the two indoor tire storage areas is well over 50 feet." In addition to the discrepancy regarding "two indoor tire storage areas" addressed in the above comment, "Site Plan Sheet 1 of 1" received 1/15/03 shows that the distance between storage areas "E" and "H1" is approximately 30 feet and that there is approximately 8 feet between storage areas "H1" and "H2". Please address this inconsistency and revise this section accordingly.

n. Section 62-711.540(2)(g), F.A.C. "Addendum To Waste Tire Processing Permit Application Part III.B.5.(2)(e.,f.,g.): Please provide "The Production Area Fire Protection Plan ... No. M-2 of the Project Drawings submitted as Attachment B", referenced in this section. Alternatively, previously provided plans, reports, or documentation that are still valid may be referenced, but must be specifically referenced (by document name, document date, author, and specific page and/or plan number).

o. Section 62-711.540(3)(a), F.A.C. "Addendum To Waste Tire Processing Permit Application Part III.B.5.(3)(a): Mr. Rogers' January 8, 1998 letter referenced in this section was not included with this application. Please provide documentation of a recent verification that the facility does not lie within 200 feet of any natural or artificial bodies of water, including wetlands.

p. Section 62-711.540(3)(c), F.A.C. "Addendum To Waste Tire Processing Permit Application Part III.B.5.(3)(c): While this section states that "Global does not plan to establish any outdoor waste tire piles as such.", "Site Plan Sheet 1 of 1", received 1/15/03 provides for the storage of waste tires in outdoor areas "A" and "C." Please verify that 50 foot fire lane exist around the perimeters of these areas and revise this section accordingly.

q. Section 62-711.540(3)(e), F.A.C. "Addendum To Waste Tire Processing Permit Application Part III.B.5.(3)(e): Please provide the site grading plan "Sheet No. 4 of the Site Plan: Attachment D" referenced in this section. Alternatively, previously provided plans, reports, or documentation that are still valid may be referenced, but must be specifically referenced (by document name, document date, author, and specific page and/or plan number).

r. Section 62-711.700(2), F.A.C. "Addendum To Waste Tire Processing Permit Application Part III.C.1. & 2.: "Site Plan Sheet 1 of 1", received 1/15/03 provides for the storage of either whole or processed tires in storage areas "B" and "C". Therefore please clarify how the maximum amount of whole and processed tires at the facility was determined and provide the specific calculations used to support this determination.

s. Section 62-711.700(2), F.A.C. "Addendum To Waste Tire Processing Permit Application Part III.C.1. & 2.: The referenced February 2, 2002 letters from Affordable Tires, Inc. and Waste Management state that the agreements are in effect for one year. Please provide updated letters that confirm the current disposal agreements between Global Tire and its third party disposal contractors.

(Comment #4, cont'd)

t. **Section 62-711.700(2), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.C.3.: This section states that there will be a maximum of ten 30 cu.yd. dumpsters for residual material and one 30 cu.yd. dumpster for office waste at the facility. "Site Plan Sheet 1 of 1", received 1/15/03 indicates that there will be one 60 cu.yd. fiber residual trailer, 9 30 cu.yd. metal residual dumpsters and one 30 cu.yd. office waste dumpster located at the facility. Please clarify the number of dumpsters for each waste stream. In addition, please provide updated information on the third party disposal costs for each waste stream the facility generates.

u. **Section 62-711.700(3), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.D. Financial Assurance Calculations: Please provide revised closure cost estimates as required by Rule 62-711.500(3), F.A.C. based on additional information provided in response to above comments.

v. **Section 62-711.700(3), F.A.C.** "Addendum To Waste Tire Processing Permit Application Part III.E. Land Owner: Please provide a copy of Global's Warranty Deed ("Attachment J") referenced in Part III.B.5.(1)(h) of this Addendum. Alternatively, previously provided plans, reports, or documentation that are still valid may be referenced, but must be specifically referenced (by document name, document date, author, and specific page and/or plan number).

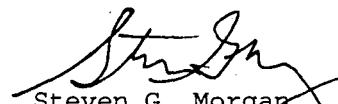
**Please note that documents or reports that are referenced will be reviewed in their entirety based on the response to this request for information, and additional information may be subsequently requested accordingly.**

**Please provide all responses that relate to engineering required for design and operation, signed and sealed by a professional engineer. Responses that relate to the facility operations should be included as part of the Addendum To Waste Tire Processing Permit Application or the specifically referenced attachment. All replacement pages should be numbered, and with revision date.**

"NOTICE! Pursuant to the provisions of Section 120.60, F.S., if the Department does not receive a response to this request for information within 90 days of the date of this letter, the Department may issue a final order denying your application. You need to respond within 30 days after you receive this letter, responding to as many of the information requests as possible and indicating when a response to any unanswered questions will be submitted. If the response will require longer than 30 days to develop, you should develop a specific timetable for the submission of the requested information for Department review and consideration. Failure to comply with a timetable accepted by the Department will be grounds for the Department to issue a Final Order of Denial for lack of timely response. A denial for lack of information or response will be unbiased as to the merits of the application. The applicant can reapply as soon as the requested information is available."

You are requested to submit your response to this letter as one complete package with an original and two copies of all correspondence (with one copy sent to Ms. Susan Pelz). If there are points that must be discussed and resolved, please contact me at (813) 744-6100 ext. 385.

Sincerely,

  
Steven G. Morgan  
Solid Waste Section  
Southwest District

SM/sgm

cc: Robert L. Rogers, P.E., P.S.M., Robert L. Rogers Engineering Co., 1105 S.E. 3<sup>rd</sup> Avenue,  
Ocala, Florida 34471  
Virginia Watson, Sumter County, 209 N. Florida Avenue, Bushnell, Florida 33513  
Don Dixon, City of Wildwood, 100 N. Main Street, Wildwood, Florida 34785  
Susan Pelz, P.E., FDEP Tampa

Oracle Developer Forms Runtime - Web  
 Query Coll. Rpts. Rnd. Exit CRA Window ORACLE

Cash Receiving Application - Collection Point Log Remittance

**Collection Point Log Remittance**

AREA SWD Tot **CRAF006A**  
**\$1,250.00**

Remittance 498579 Type \* CP Recvd Date \* 01/15/2003 Status RECEIVED  
 SYSSRCPT 402462 PNR Check # \* 10230 Amount \* 1,250.00  
 SSN/FEI# Name \* GLOBAL TIRE RECYCLING OF SUMTER CO INC  
 First Middle Title Suf  
 Address1 1201 INDUSTRIAL DRIVE Short Comments  
 Address2 S-SW 136808-004  
 City WILDWOOD ST FL Zip 34785 Country

**PAYMENT(S)**

Payment#	Distr	CL	Object	Code/Description	Payment	Reference#	Applic/	Fund *	status
536035	SWD		802207	WASTE TIRE-PROC	\$1,250.00		PA	SWMTF	COMPLETE

COMMIT FREQUENTLY **\$1,250.00** Payment total

Oracle Developer Forms Runtime - Web  
 Permits Events Payment Site Facility Party Lot Help Exit Window ORACLE

Permitting Application - Permit Detail and Log Permit

**SITE Permit**

Site Name GLOBAL TIRE RECYCLING Site # 0136006  
 County SUMTER Comments N RPAs N # Cases 0

**Project**

Permit # Project # 004 Received 01/15/2003 CRA# 138942  
 Permit Office SWD (DISTRICT) Agency Action Pending  
 Project Name GLOBAL TIRE RECYCLING OF Desc SUMTER COUNTY, INC.  
 Type/Sub/Des WT / 02 W/T PROCESSING FACILITY COE #  
 Logged 01/16/2003 Issued Expires OGC  
 Fee 1250.00 Fee/Recd 1250.00 Dele Override NONE

**Related Party**

Role APPLICANT Begin 01/16/2003 End  
 Name FIFER, R. BRIAN Company GLOBAL TIRE RECYCLING OF SUMTER COUNTY  
 Addr 1201 INDUSTRIAL DRIVE  
 City WILDWOOD State FL Zip 34785 Country U.S.A.  
 Phone 352-330-2213 Fax

**Processors**

Processor MORGAN\_S Y Active 01/16/2003 Inactive Events

Press [LIST] for valid Roles for a Party.  
 Record 1/1 List of Val.

## Morgan, Steve

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**From:** Morgan, Steve  
**Sent:** Friday, January 17, 2003 10:13 AM  
**To:** Alden, Jonathan  
**Cc:** Pelz, Susan  
**Subject:** FW: Global Tire Recycling of Sumter County, Inc.

Jon:

I am faxing you copies of documents from the bankruptcy court we have received since I sent you the below e-mail and re-organization package. The last document (recvd. 11/27/02) indicated that the latest plan for organization was denied, set a deadline of 12/20/02 to file a new plan, and set a hearing date on the matter for 1/8/03. We have received no further information since then.

We have, however, received an application for renewal of the facility's waste tire processing facility operation permit.

- 1) Have you heard of or received any further information on the bankruptcy or re-organization that we should consider in processing the facility's permit renewal?
- 2) Is there information we should be requesting or are there questions we should be asking the applicant related to this matter as part of review of the facility's permit renewal application?

Our first RAI on the application needs to be sent by 2/13/03, so if you could get back to me by 2/7/03, I would appreciate it.

Thanks  
Steve

-----Original Message-----

**From:** Morgan, Steve  
**Sent:** Tuesday, October 08, 2002 9:54 AM  
**To:** Alden, Jonathan  
**Cc:** Pelz, Susan  
**Subject:** Global Tire Recycling of Sumter County, Inc.

Jon:

Global Tire Recycling is a Waste Tire Processing facility located in Wildwood, Sumter County. The facility is currently operating under Department permit #136808-002-WT which was issued on 7/28/98 and expires on 7/15/03. The facility was operating in-compliance with its permit and Department rules as of the Department's last site visit on 6/7/02. The facility's financial assurance documents and funding are also currently in order and adequate. I will be sending you, via inter-office mail, a copy of the re-organization package we received.

Steven G. Morgan, E.S. III  
Solid Waste Compliance/Enforcement  
Southwest District  
(813)744-6100 ext. 385



# Robert L. Rogers Engineering Co., Inc.

CONSULTING SERVICES

**Planning, Engineering, Surveying**

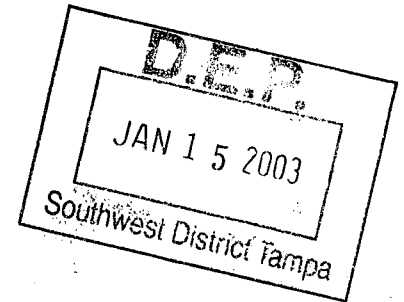
1105 S.E. 3rd AVENUE  
OCALA, FLORIDA 34471  
(352) 622-9214 • FAX (352) 622-2894

Robert L. Rogers, P.E., P.S.M.

Rodney K. Rogers, P.S.M.

January 14, 2003

Ms. Susan J. Petz, P.E.  
Solid Waste Section  
Florida Department of Environmental Protection  
3804 Coconut Palm Drive  
Tampa, FL 33619



Re: Waste Tire Processing Permit Renewal  
Global Tire Recycling of Sumter County, Inc.  
Permit No. 136808-002-WT

Dear Ms. Petz:

Attached for your review and consideration for a permit renewal are the following:

1. Four (4) Waste Tire Processing Facility Permit Applications [DEP Form 62-701.900(23)].
2. Four (4) signed and sealed prints of the storage area location plan with sizes and weight tabulations shown, signed and sealed.
3. One (1) original aerial survey of Section 7-19-23 with the site highlighted and four (4) 11" x 17" copies of the site.
4. A check for \$1,250.00 for application fee.

Please review the enclosed and let me know if any further information is required to allow you to renew the permit for this facility. Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Rogers".

Robert L. Rogers, P.E., P.S.M.  
For the Company

RLR/lmr

Cc: Brian Fifer, Global Tire



# Department of Environmental Protection

DEP Form # 62-701.900(23)  
 Waste Tire Processing Facility  
 Form Title Permit Application  
 Effective Date 3/22/00  
 DEP Application No. 136808-002-WT

Filed by DEP  
 JUN 15 2003  
 Southwest District Tampa

## Waste Tire Processing Facility Permit Application

Permit No. 136808-002-WT

Renewal  Modification  Existing unpermitted facility  Proposed new facility

### Part I-General Information:

#### A. Applicant Information:

1. Applicant Name: Global Tire Recycling of Sumter County, Inc.
2. Applicant Street Address: 1201 Industrial Drive
3. City: Wildwood County: Sumter Zip: 34785
4. Applicant Mailing Address: Same
5. City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_
6. Contact person: Brian Fifer Phone: (852) 330-2213 FEID No: 65-0663701
7. Have any enforcement actions been taken by the Department against the applicant relating to the operation of any solid waste management facility in this state? This includes any Complaint, Notice of Violation, or revocation of a permit or registration, as well as any Consent Order in which a violation of Department rules is admitted. It does not include a Warning Letter, Warning Notice, Notice of Noncompliance, or other similar document which does not constitute agency action.  
 Yes  No  If yes, attach a history and description of the enforcement actions.

#### B. Facility Information:

1. Facility Name: Global Tire Recycling of Sumter County, Inc.
2. Facility Street Address (Main Entrance): 1201 Industrial Drive
3. City: Wildwood County: Sumter Zip: 34785
4. Facility Mailing Address: Same
5. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
6. Contact Person: R. Brian Fifer, Pres. Phone: (352)-330-2213
7. Facility Location Coordinates:  
 Section: 7 Township: 19S Range: 23E  
 Latitude: 28° 53' 45" Longitude: 82° 03' 30"
8. Anticipated date for starting construction Nov. 1997 and for completion of construction Sept 1998
9. Anticipated date for receipt of tires Sept. 1998 and for start of processing Oct. 1998

Mail completed form to  
 appropriate district office listed below

Northwest District  
 160 Governmental Center  
 Pensacola, FL 32501-6794  
 850-595-6360

Northeast District  
 7825 Baymeadows Way, Ste. 200 B  
 Jacksonville, FL 32256-7590  
 904-448-4300

Central District  
 3319 Meguire Blvd., Ste. 232  
 Orlando, FL 32803-3767  
 407-894-7555

Southwest District  
 3804 Coconut Palm Dr.  
 Tampa, FL 33619  
 813-744-6100

South District  
 2295 Victoria Ave., Ste. 364  
 Fort Myers, FL 33903-2549  
 941-332-6975

Southeast District  
 400 North Congress Ave.  
 West Palm Beach, FL 33401  
 561-681-6600

DEP Form # 62-701.900(23)
Waste Tire Processing Facility
Form <u>Permit Application</u>
Effective Date <u>3/22/00</u>
DEP Application No. _____
(Filled in by DEP)

**C. Land Owner Information (if different from applicant):**

1. Owner's name: Same as Applicant
2. Land owner's mailing address: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Authorized Agent: \_\_\_\_\_ Agent's phone ( ) \_\_\_\_\_
5. Current lease expires: \_\_\_\_\_

**D. Facility Operator Information (if different from applicant):**

1. Operator's name: Same as Applicant
2. Operator's mailing address: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Contact person: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**E. Preparer of Application:**

1. Name of person preparing application: R. Brian Fifer, President
2. Mailing address: 1201 Industrial Drive
3. City: Wildwood State: FL Zip: 34785
4. Phone: (352) 330-2213
5. Affiliation with facility: President & C.E.O.

**Part II-Operations:**

**A. Facility type (check appropriate box):**

- Waste tire processing facility.
- Waste tire processing facility with on-site disposal of processed tires or processing residuals.  
See Attachment \_\_\_\_\_
- Waste tire processing facility with on-site consumption of waste tires or processing residuals.  
See Attachment F
- Permitted solid waste management facility modification to allow waste tire site and processing.

**B. Type of processing facility (check as many as apply):**

- Shredder     Cutter     Chopper     Incinerator only     Incinerator with energy recovery
- Pyrolysis     Supplemental fuel user     Other, explain Shredding, chopping & grinding

**C. Storage:** opn. to process waste tires into fine mesh size crumb rubber  
Indicate the maximum quantities of whole waste tires, processed waste tires, and processing residuals, expressed in tons, to be stored at the facility, in accordance with Rule 62-711.530(2), F.A.C.

	Outdoor Storage (tons)	Outdoor Storage (sq.ft)	Indoor Storage (tons)	Indoor Storage (sq.ft)	Total Storage (tons)
Whole waste tires:	<u>613</u>	<u>22,912</u>	<u>294</u>	<u>4,116</u>	<u>907</u>
Processed tires:	<u>320</u>	<u>4,000</u>	<u>273</u>	<u>3,600</u>	<u>593</u>
Processing residuals:	<u>160</u>	<u>1,650</u>	<u>-</u>	<u>-</u>	<u>160</u>
TOTALS:	<u>1,093</u>	<u>28,562</u>	<u>567</u>	<u>7,716</u>	<u>1,660</u>

DEP Form # 62-701.900(23)
Waste Tire Processing Facility
For: <input checked="" type="checkbox"/> Permit Application
Effective Date <u>3/22/00</u>
DEP Application No. _____ (Filled in by DEP)

- D. For reporting quantity of tires in tons, tires will be: weighed on site  weighed off site  weights will be calculated
- E. Facilities that will not be disposing of processed tires or processing residual on the facility site must indicate the permitted solid waste management facility where processed tires or residuals will be disposed.

1. Name of facility Residuals to: Bayside Landfill (WM)

2. Street address: 5601 SE 66th Street

3. City: Ocala County: Marion Zip: 34480

- F. Facilities that will be delivering processed tires to consuming facilities must describe the existing or proposed markets for those processed tires.
- Non-Residual material (crumb rubber) will continue to be sold to Florida asphalt blenders for use in FDOT crumb rubber modified asphalt per their specs. The remaining 20% of the crumb rubber produced will continue to be sold to the rapidly growing sport surfaces and playground markets.

**Part III-Attachments:**

**A. Facility design**

NOTE: All maps, plan sheets, drawings, isometrics, cross sections, or aerial photographs shall be legible; be signed and sealed by a registered professional engineer responsible for their preparation; be of appropriate scale to show clearly all required details; be numbered, referenced to narrative, titled, have a legend of symbols used, contain horizontal and vertical scales (where applicable), and specify drafting or origination dates; and use uniform scales as much as possible, contain a north arrow and use NGVD for all elevations.

1. A topographic or section map of the facility, including the surrounding area for one mile, no more than one year old, showing land use and zoning within one mile of the facility
2. A plot plan of the facility on a scale of not less than one inch equals 200 feet. At a minimum, the plot plan shall include
  - a. The facility design, including the location and size of all storage and processing areas for used tires, unprocessed waste tires, processed waste tires, and waste tire processing residuals;
  - b. All wetlands and water bodies within the facility or within 200 feet of any storage area;
  - c. Stormwater control measures, including ditches, dikes, and other structures;
  - d. Boundaries of the facility, legal boundaries of the land containing the facility, and any easements or rights of way that are within the facility or within 200 feet of any storage area;
  - e. Location, size, and depth of all wells within the facility or within 200 feet of any storage area;
  - f. All structures and buildings that are, or will be, constructed at the facility; include those used in storage and processing operations;
  - g. All areas used for loading and unloading;
  - h. All access roads and internal roads, including fire lanes;
  - i. Location of all fences, gates, and other access control measures; and
  - j. Location of all disposal areas within the facility.

**B. Facility operation.**

1. A description of the facility's operation, process and products including how waste tires will be received and stored.
2. A description of the equipment used for processing tires. This description shall include the make, model, and hourly capacity of each piece of equipment.
3. Description of the waste from the process, the amount of waste expected and how and where this waste will be disposed of.
4. Statement of the maximum daily throughput and the planned daily and annual throughput.
5. A description of how the operator will maintain compliance with each of the storage requirements of Rule 62-711.540, F.A.C.
6. A copy of the emergency preparedness manual for the facility with a statement of the on site and off site locations where that manual will be maintained.
7. A copy of the fire safety survey
8. A description of how 75% of the annual accumulation of waste tires will be removed for disposal or recycling.

**C. Completed closing plan for the facility as required by Rule 62-711.700(2) and (3), F.A.C.**

DEP Form # 62-701.900(23)
Waste Tire Processing Facility
Form. <input checked="" type="checkbox"/> Permit Application
Effective Date <u>3/22/00</u>
DEP Application No. _____ (Filled in by DEP)

- D. Attach proof of financial responsibility as requirement by Rule 62-711.500(3) OR a calculation showing that financial assurance documents, currently on file with the Department, are sufficient to assure closing of the waste tire site as well as any other solid waste management facility at that location.
- E. A letter from the land owner (if different from applicant) authorizing use of the land as a waste tire processing facility.
- F. If waste tires will be consumed at the facility, attach a description of the other environmental permits that the applicant has for this use, including, permit number, date of issue, and name of issuing agency
- G. The permit fee as required in Rule 62-4, F.A.C.

**Part IV-Certification:**

**A. Applicant:**

The undersigned applicant or authorized representative of Global Tire Recycling of S.C., Inc. is aware that statements made in this form and attached information are an application for a Waste Tire Processing Permit from the Florida Department of Environmental Protection and certifies that the information in this application is true, correct and complete to the best of his knowledge and belief. Further, the undersigned agrees to comply with the provisions of Chapter 403, Florida Statutes, and all rules and regulations of the Department. It is understood that the Department will be notified prior to the sale or legal transfer of the facility.

R. Brian Fifer  
Signature of Applicant or Authorized Agent

R. Brian Fifer, Pres.      1/2/03  
Name and Title      Date

**B. Professional Engineer registered in Florida.**

This is to certify that the engineering features of this waste tire processing facility have been Designed/examined by me and found to conform to engineering principals applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated will comply with all applicable statues of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions for proper maintenance and operation of the facility.

Robert L. Rogers  
Signature

Robert L. Rogers Engineering Co., Inc.  
1105 SE 3rd Avenue  
Mailing Address

Robert L. Rogers, P.E.  
Name and Title

Ocala, FL 34471  
City, State, Zip

10027  
Florida Registration Number

352-622-9214  
Telephone number

(please affix seal)

1/13/03  
Date

Global Tire Recycling of Sumter County, Inc.

**ADDENDUM TO WASTE TIRE PROCESSING PERMIT APPLICATION**

**I. Consent Order** – Attached is a Consent Order dated February 27, 2001. The settlement of violations amount of \$16,500.00 was paid and the matter was closed on September 28, 2001.

**II. Proof of Publication** – Proof of Publication of a Public Notice of application is attached.

**Part III. Attachments**

**A. FACILITY DESIGN**

1. **A Topographical or Section Map** – Attached
2. **A Plot Plan of the Facility** – Attached

**B. FACILITY OPERATION**

1. **A Description of the Facility's Operation, Process and Products, Including How Tires Will Be Received and Stored.**  
See Global's confidential Process Description as amended and submitted as Attachment H to the previous Application.
2. **A Description of the Equipment Used for Processing Tires. This Description Shall Include the Make, Model and Hourly Capacity of Each Piece of Equipment.**  
See previously submitted Attachment I Production Equipment Book and Attachment C System Layout Drawing as part of the previous Application.
3. **Description of the Waste From the Process, the Amount of Waste Expected and How and Where This Waste Will Be Disposed Of.**  
In 2002, Global processed about 32 million pounds of tires (1.6 million tires/PTE's). In so doing, it generated about 34% residuals/scrap, or about 10,880,000 pounds. This was comprised of about 22% wire/rubber and 12% fiber/rubber. These residuals will continue to be hauled off in dumpsters by Waste Management to its Bayside Landfill in Ocala.

**4. Statement of the Maximum Daily Throughput and the Planned Daily and Annual Throughput.**

**a.) Maximum Daily Throughput**

The maximum daily throughput of the system is 4,000 pounds of crumb rubber finished product per hour. The system thereby is capable of processing 96,000 lbs. (48 tons) of crumb rubber finished product per 24 hour day. With a 64% scrap rate of wire/rubber and fiber/rubber, production of crumb rubber at this rate would require that 75 tons, or 7,500 whole passenger tire equivalents (PTE's), be processed by the system in a 24 hour day. Thus, 7,500 PTE's is the maximum daily throughput of Global's production system.

**b.) Planned Daily and Annual Throughput**

Without making modifications and additions to its current production system, Global's capacity is limited to about 20% more than it produced in 2002. That would entail processing about 38 million pounds of whole tires (1.9 million PTE's), which would generate about 24.3 million pounds of crumb rubber and about 13.7 million pounds of residuals/scrap. On a daily basis, that would be 105,500 pounds processed into 67,500 lbs. Of crumb rubber and 38,000 lbs. of residuals/scrap. Global expects to achieve these levels within the next year or two.

This section #5 is the same as in the previous Application, except where noted as "Updated".

**5. A DESCRIPTION OF HOW THE OPERATOR WILL MAINTAIN COMPLIANCE WITH EACH OF THE STORAGE REQUIREMENTS OF RULE 62-711.540 F.A.C.**

**(1) All waste tire sites, collection centers, processing facilities, and disposal facilities which store tires shall comply with the following technical and operational standards:**

**(a) If the site receives waste tires from the public, a sign shall be posted at the entrance of the site stating operating hours, cost of disposal and site rules.**

Global's Waste Tire Processing Facility will not receive waste tires from the general public. Only Florida DEP registered waste tire collectors or holders of Florida waste tire processing permits will be allowed to dispose of tires at Global's plant.

**(b) No operations involving the use of open flames shall be conducted within 25 feet of a waste tire pile.**

No open flames will be allowed within 25 feet of any waste tire pile, and signs will be posted within and outside the plant near the live floor hoppers to remind all employees and visitors of this prohibition. Global's machine shop, where welding equipment will be stored and operated, occupies an area in the southwest corner of the plant. Any welding or other necessary use of open flames will take place in an area of the machine shop well over 25 feet from either the indoor whole tire storage area or the bagged crumb rubber storage area. These areas are indicated in the Overall Floor Plan, Page A-1 of the Project Drawings submitted as Attachment B.

Should any repair procedures require the use of an open flame outside the machine shop (e.g., repair of the trailer dumper), all waste tires, tires in process or flammable residuals will be removed to an area 25 feet beyond the open flame.



- (c) **An attendant shall be present when the site is open for business if the site receives waste tires from the public.**

No waste tires will be received from the general public, as indicated in Section B5(1)(a), above. Nevertheless, an attendant or guard will be present at the gatehouse or elsewhere at the plant, not only during business hours, but at all other times as well.

- (d) **Fire protection services for the site shall be assured through notification to local fire protection authorities. A fire safety survey shall be conducted at least annually and the survey report shall be made part of the next quarterly report.**

As a department head involved in the building permit review process, the City of Wildwood Fire Chief has reviewed the site plan and project drawings, including M-2, the production area fire protection plan and M-3, the office area fire protection plan . The Fire Chief made no comments or suggestions during this review, indicating that he approved Global's plans of fire safety concerns.

A fire safety survey/inspection will be conducted prior to issuance of the Certificate of Occupancy and will be submitted to the Department with Global's first quarterly report.

- (e) **The operator of the site shall prepare and keep at the site an Emergency Preparedness Manual. A copy of the current Manual shall be kept at an off-site location designated by the operator. The Manual shall be updated at least once a year and upon changes in the operations at the site.**

A copy of the Emergency Preparedness Manual is submitted hereto as Attachment F. Copies of the current manual will be kept in the general manager's office and the foreman's office at the plant, and with R. Brian Fifer, President and CEO. Global Tire Recycling, Inc., 419 S.W. 31<sup>st</sup> Road, Miami, FL 33129.

- (f) **The operator of the site shall immediately notify the Department in the event of a fire or other emergency which poses an unanticipated threat to the public health or the environment. Within two weeks of any emergency, the operator of the site shall submit to the Department a written report on the emergency. This report shall describe the origins of the emergency, the actions that were taken to deal with the emergency, the results of the actions that were taken, and an analysis of the success or failure of the actions.**

Global will immediately notify the Department's Emergency Response Contact at 1-800-320-0519 in such an event and will submit its written report in a timely manner.

- (g) **The operator of the site shall maintain records of the quantity of waste tires received at the site, stored at the site, and shipped from the site.**

Global will comply with this requirement and will develop record keeping systems which incorporate the information required by F.A.C., 62-711.530(4) and (5) and by the Quarterly and Annual Waste Tire Processing Facility Reports.

- (h) **If the operator of the site is not the owner of the property, the operator shall obtain written authorization to operate the facility from the owner of the property.**

The operator of the site and owner of the property are the same: Global Tire Recycling of Sumter County, Inc. A copy of Global's Warranty Deed is submitted as Attachment J.

- (i) **Communication equipment shall be maintained at the waste tire site to assure that the site operator can contact local fire protection authorities in case of a fire.**

Global's facility will be part of the local telephone system and cellular telephones will also be available at the plant office.

- (j) **The owner or operator shall provide for control of mosquitoes and rodents so as to protect the public health and welfare.**

Because Global will not store waste tires outdoors, other than in closed trailers, it should not have a mosquito or rodent problem

detrimental to the public health and welfare. All refuse will be stored in a closed dumpster awaiting regular removal by a waste hauling service.

- (k) An approach and access road to the waste tire site shall be kept passable for any motor vehicle at all times.**

Global will keep all roadways within its property passable for motor vehicles and will not allow the use of Industrial Drive as a staging or waiting area.

- (2) All waste tire sites, collection centers, processing facilities, and disposal facilities which store waste tires indoors must comply with the following additional technical and operational standards:**

- a. Tire piles may not be more than 50 feet in width, except that piles along a wall shall not be more than 25 feet in width.**

Global has provided for two indoor tire storage areas: (1) a pyramid shaped 50'x50'x15' tire pile in the area south of the shredder; and (2) an area north of the primary cracker mill where a small number of good used tires culled for resale will be temporarily stored until they are transferred to an outdoor trailer at the end of each shift or workday. This latter area will never exceed 25 feet in width.

- b. The width of main aisles between the tire piles shall not be less than 8 feet.**

The distance between the two indoor tire storage areas is well over 50 feet.

- c. The clearance from the top of storage to sprinkler deflectors or roof structures shall not be less than 3 feet.**

The maximum height of Global's indoor tire storage area is 15 feet. The eave height is 21 feet on the west side of the production area and 24 feet on the east side. The sprinkler system piping and sprinkler deflectors are set higher than 18 feet from the finished floor.

- d. The clearance in any direction from unit heaters, radiant space heaters, duct furnaces and flues shall not be less than 3 feet.**

The production area will not be heated. Ventilation will be supplied by fresh air intake louvers and exhaust fans. If it becomes

necessary to provide radiant space heaters during cold weather, they will be placed more than 3 feet from any storage area or other flammable material.

**[e., f., g. Fire walls and sprinklers.]**

An automatic sprinkler system was designed and is being installed in compliance with "The Standard for Storage of Rubber Tires, N.F.P.A. 231D, and specifically in accordance with N.F.P.A. #13 Standards, all materials conforming to specifications set forth in Chapter 2, N.F.P.A. #13 edition. The Production Area Fire Protection Plan is No. M-2 of the Project Drawings submitted as Attachment B.

**(3) All waste tire sites, collection centers and any processing or disposal facilities which store tires outdoors must comply with the following additional technical and operations standards:**

- a. **A waste tire site shall not be constructed, maintained or operated in or within 200 feet of any natural or artificial body of water, including wetlands within the jurisdiction of the Department, except bodies of water contained completely within the property boundaries of the facility which do not ordinarily discharge from the site to surface waters. A person may maintain a tire site within the 200-foot setback area upon demonstration to the Department, as part of a permit application or modification, that permanent control methods for residuals will result in compliance with water quality standards in Chapters 62-330,FAC. as applicable. The site shall be managed in such a way as to divert storm water or floodwater around and away from the storage piles. This section shall not apply to artificial reefs constructed pursuant to Department permit.**

Global's site, which is in the City of Wildwood Willard Peebles Industrial Park, does not lie within 200 feet of any natural or artificial body of water, including wetlands. Rodney K. Rogers, a Florida registered professional surveyor and mapper with Robert L. Rogers Engineering Co., Inc. of Ocala, has certified in his letter dated January 9, 1998, submitted with this application as part of Attachment E, that he has inspected the surrounding area for wetlands, water bodies and potable water wells and that there are no such areas within 500 feet of Global's proposed outdoor temporary chip storage area. Clearly, there are no such areas within 200 feet of the site.

- b. **An outdoor waste tire pile shall have no greater than the following maximum dimensions: (Updated)**

1. **Width: 50 feet**
2. **Area: 10,000 square feet; and**
3. **Height: 15 feet**

All Chip Piles, Moving Zones and Trailer Storage locations are not more than 50' wide and are less than 10,000 SF per Site Plan Storage Locations drawing (attached).

- c. **A 50-foot wide fire lane shall be placed around the perimeter of each outdoor waste tire pile. Access to the fire lane for emergency vehicles must be unobstructed at all times.**

Global does not plan to establish any outdoor waste tire piles as such. The closed storage trailers will be spaced so that any fire in one trailer will be confined to that trailer. The temporary tire chip storage pad is constructed on pavement and open to the pavement on one side. Emergency vehicles will have clear access to these storage areas as well as all other areas on the site.

- d. **Access to the site shall be controlled through the use of fences, gates, natural barriers or other means.**

The site will be surrounded by heavy chain link fencing surmounted by three strands of barbed wire. All persons entering the plant, employees as well as tire haulers and other business visitors, will be observed by the attendant at the guardshed near the weigh scales. A security guard will be present at all times, 365 days per year. The guard will open and close the gates after business hours.

- e. **The site shall be bermed or given other adequate protection if necessary to keep liquid runoff from a potential waste tire fire from entering water bodies.**

The site grading plan (Sheet No. 4 of the Site Plan: Attachment D) indicates that outside elevations are such as to direct liquid runoff from any potential waste tire fire away from the perimeters of the site and away from any water body.

- f. **The waste tire site shall be kept free of grass, underbrush, and other potentially flammable vegetation at all times.**

Production and storage areas are on, or surrounded by, concrete or asphalt pavement. Other landscaped areas will be maintained so as to minimize the risk of fire.

- (4) **For all waste tire sites, collection centers, processing facilities and disposal facilities which store processed waste tires, the temperature of any above-ground piles of compacted, processed tires more than eight feet high shall be monitored and may not exceed 300 degrees Fahrenheit. Temperature control measures shall be instituted so that pile temperatures do not exceed 300 degrees Fahrenheit. Temperature monitoring and controls are not required for processed tires disposed of in permitted landfills.**

The level of tire chips stored in Global's temporary chip storage will be maintained at a level of 4 to 5 feet and will never exceed 8 feet in height.

- (5) **Any residuals from waste tire processing must be managed so as to be contained on-site, and must be controlled and disposed of in a permitted solid waste management facility or properly recycled. (Updated)**

All residuals are contained in 30 CY dumpsters and are hauled off by Waste Management to their Bayside Landfill in Ocala.

**6. A Copy of the Emergency Preparedness Manual for the Facility With a Statement of the On-Site and Off-Site Locations Where That Manual Will Be Maintained.**

The Emergency Preparedness Manual is on file with the Department as Rev. 8/27/99 and updated pages on 11/20/02.

**7. A Copy of the Fire Safety Survey.**

Copies of Global's Annual Fire Safety Surveys are on file with the Department, with the most recent one being transmitted on 11/20/02.

**8. A Description of How 75% of the Annual Accumulation of Waste Tires will Be Removed for Disposal or Recycling.**

For the past four years of full-scale production, Global has had 100% of its annual accumulation of waste tires "removed" via processing them into recycled saleable crumb rubber and residual. The residuals have been disposed by Waste Management to their Bayside Landfill in Ocala. This will continue to be the process for disposing of waste tires.

**C. COMPLETED CLOSING PLAN FOR THE FACILITY AS REQUIRED BY RULE 62-711.700(2) AND (3), F.A.C.**

In closing the facility, Global will stop access to the site; post a notice indicating the site is closed and the location of the nearest waste tire processing facility where waste tires can be deposited; notify the Department and Sumter County of the closing; remove all waste tires, processed tires and residuals to a waste tire processing facility, solid waste management facility authorized to accept waste tires or a legitimate user of processed tires; remove any solid waste to a permitted solid waste management facility and notify the Department when the closure is complete.

The Department will be given at least 60 days written notice prior to closure. Such notification will give the Department the opportunity to inspect the facility and determine whether any other procedures shall be followed as part of the closure. Any such directives shall be followed. No waste tires will be accepted within 15 days prior to the date that closure will begin. Global will complete closure on the site in accordance with approved closure plan with 180 days after receiving the final quantity of waste tires. Global must provide proof of financial assurance that all expenses

associated with the closure plan have been identified and prepaid. The following assumptions underly Global's closing plan and financial assurances:

**1. Whole Tires**

There will be a maximum of 375 tons of whole tires on the premises in trailers, moving zone piles and hoppers. They will be removed by an agreement with Affordable Tire, Inc. at a cost of \$35/ton. This letter agreement dated February 2, 2002 is on file with the Department as part of Global's Financial Assurances Instrument.

**2. Processed Tires**

There will be a maximum of 1,125 tons of processed tires, which consists mainly of saleable crumb rubber finished products. If they cannot be sold, they will be removed by Affordable Tire, Inc. for \$35/ton as part of the above agreement.

**3. Residuals**

There will be a maximum of 10, 30 CY dumpsters that will contain metal/rubber and fiber/rubber residual material. They will be removed by Waste Management at a cost of \$244.00 each. There will be one 30 CY dumpster of office waste that will be removed by WM for \$566.00 per an Agreement dated February 2, 2002 that is on file with the Department.

**D. FINANCIAL ASSURANCE CALCULATIONS**

The following financial assurance calculations summarize and are based upon the assumptions and calculations that are set forth in Global's closing Plan directly preceding this section:

	<u>Amount</u>
Whole and processed tires: 1,508 tons @ \$35/ton	\$52,780
Residuals: 10, 30 CY dumpsters @ \$244 ea.	2,440
Office Waste: 1, 30 CY dumpster @ \$566 ea.	<u>566</u>
Total Financial Assurance Calculations	\$55,786

Global's existing Irrevocable Standby Letter of Credit of \$75,000 is more than adequate to support these financial assurance calculations.



**E. LAND OWNER**

Not applicable - - same as applicant.

**F. WASTE TIRES CONSUMED AT FACILITY – OTHER PERMITS**

**1. Environmental Resource Permit**

Permit number 60-0126615-001, issued by the Department of Environmental Protection on September 26, 1997.

**2. Air Quality Permit**

Permit number 1190028-002-AC, issued by the Department of Environmental Protection on October 14, 1999.

**G. PERMIT FEE**

The permit fee in the amount of \$1,250.00 is enclosed.

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

IN RE

GLOBAL TIRE RECYCLING OF SUMTER COUNTY

CHAPTER: 11

CASE NO: 01-12672-6J1

Debtor,

THE BONDHOLDER COMMITTEE'S MOTION TO CANCEL MEDIATION

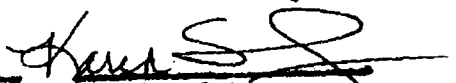
The official committee of Bondholders moves the court to cancel the mediation in the above-styled case. Mediation is presently set for March 17, 2003 in Orlando, Florida. The committee is directing a substantial amount of time in dealing with third parties who have expressed a keen desire to formulate a plan to pay the bondholders and other classes of creditors in the case. The efforts by the bondholders in meeting with and reviewing proposals is substantial and as a result the committee would prefer to devote its time and resources toward its attempts to solve the issue in the case via these third party proposals.

The committee has recently had a split in its views about the appropriateness of this mediation, the expense, time, attorney time and believes that more can be gained at less expense through its current efforts to develop a plan, negotiate with the Debtor and possibly posit a consensual plan that the committee and Debtor would support.

Counsel for the committee has asked the Debtor and the indenture trustee to agree to withdraw from mediation.. The indenture trustee has agreed to participation in mediation, but feels that the only parties-in-interest are the Debtor and the committee. The Debtor takes the position of wait and see. While a wait and see attitude may be best for the Debtor, the committee does not have a unified agreement on the decision to agree to mediate and given its inner conflicts, believes that it can best achieve its role as a committee outside of mediation.

**ORDER**

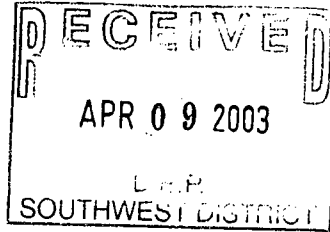
This motion was denied today.

4/3/03   
Karen S. Johnson

4/2/03  
02:00  
Kath  
(3/16)

191

SUN-19507 113A-6 pdfdoc 01-12672  
U.S. Bankruptcy Court  
135 West Central Boulevard Ste. 950  
Orlando, FL 32801



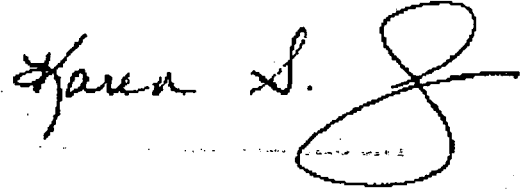
032259 32259 1 AT 0.292 33619 9 9 4007-1-32623



Department Of Environmental Protect  
3804 Coconut Palm Dr  
Tampa, Fl 33619

3. The Court will conduct a hearing at 2:00 p.m. on June 3, 2003, to consider the status of the case and to establish procedures for the solicitation of any pending plan of reorganization.

DONE AND ORDERED on April 3, 2003.

A handwritten signature in black ink, appearing to read "Karen S. Jehnemann". The signature is stylized, with a large, looped "J" at the end.

---

Karen S. Jehnemann  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re )  
 )  
GLOBAL TIRE RECYCLING OF ) Case No. 01-12672-6J1  
SUMTER COUNTY, )  
 )  
Debtor. )  
\_\_\_\_\_ )

ORDER ON STATUS CONFERENCE

This case came on for hearing on April 2, 2003, at a status conference to determine how the debtor and other parties in interest shall proceed to confirmation of a plan of reorganization in this Chapter 11 case. After reviewing the pleadings and considering the position of interested parties, it is

ORDERED:

1. Any party in interest that desires to proceed with a proposed plan of reorganization must file an amended plan on or before **April 18, 2003**.
2. The Official Committee of Bondholders and the debtor are directed to resume their attempt at mediating the dispute between them and to conclude such mediation on or before **June 3, 2003**.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE:	§	
	§	
AGRIFOS FERTILIZER L.P., ET AL.,	§	JOINTLY ADMINISTERED
Debtors	§	UNDER CASE NO. 01-35220-H2-11 ✓
	§	
AGRIFOS FERTILIZER L.P.	§	CASE NO. 01-35220-H2-11
AGRIFOS L.L.C.	§	CASE NO. 01-35221-H2-11
AGRIFOS MINING L.L.C.	§	CASE NO. 01-35222-H2-11
BEDROCK HOLDINGS, LLC	§	CASE NO. 01-35223-H2-11
AGRIFOS FERTILIZER GP L.L.C.	§	CASE NO. 01-35224-H2-11
AGRIFOS FERTILIZER LP L.L.C.	§	CASE NO. 01-35225-H2-11

**POSTCONFIRMATION ORDER AND NOTICE**

Pursuant to Bankruptcy Rule 2002(f)(7) all creditors and all other parties in interest are hereby notified that chapter 11 plans have been confirmed on April 3, 2003 by the Bankruptcy Court in these jointly administered cases. All parties in interest should review the plan, the confirmation order and applicable law to determine how their rights and obligations are affected by the confirmation of the plans. This order is issued to give notice of plan confirmation and to set deadlines for certain matters related to closing the bankruptcy case.

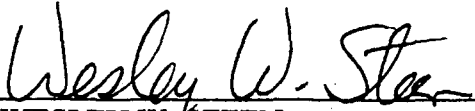
In case of a conflict between the terms of this order and the terms of the plan or plan confirmation order, the court may resolve the conflict and the court may extend or waive the deadlines for good cause shown. Nothing in this order shall be construed to apply to any case or proceeding in another court.

**IT IS ORDERED:**

1. Any adversary proceeding, contested matter, motion or application shall be filed **within 90 days** after entry of this order.
2. As soon as the plan is substantially consummated, the plan proponent shall complete the attached Postconfirmation Certificate and shall file same with the Clerk of Court.
3. If the plan is not substantially consummated **within 30 days**, the plan proponent shall file a report with the Court and shall request a status conference under Bankruptcy Code § 105(d).
4. All applications for compensation of professionals shall be filed and served **within 60 days** after entry of this order.
5. The Clerk shall mail copies of this order to the Debtor, Debtor's counsel, any trustee or

examiner, the attorney for the unsecured creditor's committee, any entity that has filed a notice of appearance and request for notices, and to all creditors and parties in interest.

SIGNED April 3, 2003.

  
WESLEY W. STEEN  
UNITED STATES BANKRUPTCY JUDGE

**The Clerk shall notice:**

The entities listed in the last paragraph of this order

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE:	§	
	§	
AGRIFOS FERTILIZER L.P., ET AL., Debtors	§	JOINTLY ADMINISTERED UNDER CASE NO. 01-35220-H2-11
	§	
AGRIFOS FERTILIZER L.P.	§	CASE NO. 01-35220-H2-11
AGRIFOS L.L.C.	§	CASE NO. 01-35221-H2-11
AGRIFOS MINING L.L.C.	§	CASE NO. 01-35222-H2-11
BEDROCK HOLDINGS, LLC	§	CASE NO. 01-35223-H2-11
AGRIFOS FERTILIZER GP L.L.C.	§	CASE NO. 01-35224-H2-11
AGRIFOS FERTILIZER LP L.L.C.	§	CASE NO. 01-35225-H2-11

**DEBTOR(S) POST-CONFIRMATION CERTIFICATE**

COMPLETE FOR CHAPTER 11 CASES ONLY		
<input type="checkbox"/> 1 Plan Confirmed <input type="checkbox"/> 2 Plan Not Confirmed	_____ % Dividend to Be Paid.	<input type="checkbox"/> Check box if future payments are contemplated under Chapter 11 Plan but percentage dividend is not determinable.
\$ _____	<b>1. TOTAL RECEIPTS AND DISTRIBUTIONS</b> (Do not complete below if amount is zero)	
<b>FEES AND EXPENSES</b>		
\$ _____	2. Trustee Compensation	
\$ _____	3. Fee for Attorney for Trustee	
\$ _____	4. Other Professional Fees and All Expenses (including Fee for Attorney for Debtor)	
<b>DISTRIBUTIONS</b>		
\$ _____	5. Secured Creditors	
\$ _____	6. Priority Creditors	
\$ _____	7. Unsecured Creditors	
\$ _____	8. Equity Security Holders	
\$ _____	9. Other Distributions (including Payments to Debtor)	
* Fees paid to U.S. Trustee are considered expenses of the estate and are to be reported Item #4.		



The above information is provided to the best of my knowledge, information, and belief under rule 9011(a).

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
          Attorney for Debtor(s)

Address: \_\_\_\_\_

Dated: \_\_\_\_\_ Attorney's Phone No. \_\_\_\_\_

**INSTRUCTIONS:**

The clerk is required to report to the Administrative Office in Washington, D.C. regarding money paid postpetition but preconfirmation and paid to be paid under a confirmed Chapter 11 plan, including administrative expenses which includes operating expenses of the business, if any, and other distributions if any. Payments to be made in the future must necessarily be estimated based upon the exact future payments provided for by the provisions of the plan which in effect the court has found likely to be paid under 11 U.S.C. 1129 (a) (12). The attorney for the debtor(s) is accordingly required to complete this form so that the clerk may report the appropriate information. If any item is not clear, please call the judge's courtroom deputy for further information. Each item should be answered. If "none", so state. Remember that all payments made postpetition to date and all payments to be made hereafter for preconfirmation debts or expenses including all attorney fees in the case are to be included and combined if necessary to answer each item listed below. Upon receipt of this information and after expiration of 90 days from the date of confirmation, the case may considered fully administered and be closed.

**UNITED STATES BANKRUPTCY COURT**

**SOUTHERN DISTRICT OF TEXAS**

IN RE:  
Agrifos Fertilizer L.P., et al.

§  
§  
§  
§  
§

CASE NO. 01-35220-H2-11

Debtor(s)

**UNITED STATES COURT  
SOUTHERN DISTRICT OF TEXAS  
FILED**

APR - 4 2003

**NOTICE OF ENTRY OF ORDER  
CONFIRMING PLAN OF REORGANIZATION**

**Michael N. Milby, Clerk of Court**

NOTICE is hereby given pursuant to Bankruptcy Rule 2002(f)(7) that an order confirming a Plan of Reorganization of the above Chapter 11 Bankruptcy Case was entered on April 3, 2003, Docket Entry No. 1043.

MICHAEL N. MILBY, CLERK

DATED: 4/4/03

By:

  
Deputy Clerk

**UNITED STATES BANKRUPTCY COURT**

**SOUTHERN DISTRICT OF TEXAS**

**IN RE:**  
**Agrifos Fertilizer L.P., et al.**

**Debtor(s)**

§  
§  
§  
§  
§

**CASE NO.** 01-35220-H2-11

**UNITED STATES COURT  
SOUTHERN DISTRICT OF TEXAS  
FILED**

**APR - 4 2003**

**NOTICE OF ENTRY OF ORDER  
CONFIRMING PLAN OF REORGANIZATION**

**Michael N. Milby, Clerk of Court**

NOTICE is hereby given pursuant to Bankruptcy Rule 2002(f)(7) that an order confirming a Plan of Reorganization of the above Chapter 11 Bankruptcy Case was entered on April 3, 2003, Docket Entry No. 1044.

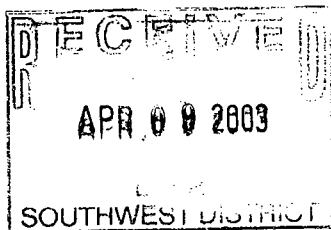
**MICHAEL N. MILBY, CLERK**

**DATED:** 4/4/03

**By:**

*Amy Hale*  
**Deputy Clerk**

SUN-19507 0541-4 PDF 01-35220  
Southern District of Texas  
4  
United States Bankruptcy Court  
PO Box 61288  
Houston, TX 77208



032260 32260 1 AT 0.292 33619 9 9 4007-1-32624



Dept of Environmental Protection  
3804 Coconut Palm Dr  
Tampa FL 33619-1352

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

*file comm filed SM*  
*Admin file*  
**RECEIVED**  
JUL 16 2003  
D.E.P.  
SOUTHWEST DISTRICT

In re:

Case No. 6:01-bk-12672-KSJ  
Chapter 11

Global Tire Recycling Of Sumter County  
dba Global Tire Recycling  
1201 Industrial Drive  
Wildwood, FL 34785

Debtor(s) /

**NOTICE OF EVIDENTIARY HEARING**

NOTICE IS HEREBY GIVEN that a hearing in this case will be held on August 12, 2003 at 02:00 PM in Courtroom B, 5th Floor, 135 W. Central Blvd., Orlando, FL 32801 to consider and act upon the following and transact such other business that may come before the court:

OFFICIAL COMMITTEE OF BONDHOLDERS APPLICATION TO EMPLOY TRENAM, KEMKER, SCHARF, BARKIN, FRYE, O'NEILL MULLIS, PA AS COUNSEL TO THE COMMITTEE (DOCUMENT NO. 239).

Appropriate Attire. You are reminded that Local Rule 5072-(b)(16) requires that all persons appearing in Court should dress in business attire consistent with their financial abilities. Shorts, sandals, shirts without collars, including tee shirts and tank tops, are not acceptable.

Avoid delays at Courthouse security checkpoints. You are reminded that Local Rule 5073-1 restricts the entry of cellular telephones and, except in Orlando, computers into the Courthouse absent a specific order of authorization issued beforehand by the presiding judge. Please take notice that as an additional security measure a photo ID is required for entry into the Courthouse.

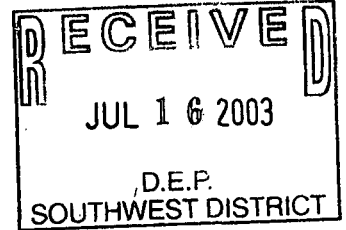
**\*\*\* NOTICE REGARDING EXHIBITS FOR EVIDENTIARY HEARINGS \*\*\***

In accordance with Local Rule 9070-1, all exhibits must be pre-marked. A list of exhibits must also be filed, listing pertinent information in the manner described in subsection (d) of this rule.

All parties intending to file exhibits are hereby notified that if such exhibits and discovery materials are not removed within **thirty (30) days** after an order or judgment concluding this matter has been entered, including the entry of an order determining any post-judgment motions, provided that no appeal is pending or has been taken, the Clerk will destroy exhibits without further notice. Parties should contact the Clerk to make arrangements to reclaim exhibits during the 30-day limit set herein.

DATED on July 10, 2003 .

BY THE COURT  
David K Oliveria , Clerk of Court  
135 West Central Boulevard Suite 950  
Orlando, FL 32801



**Southwest District  
Permitting Application**

New Site

Site Name:		
Site ID:		
County:		
Type/Subcode:		
Fee submitted:	( ) correct	( ) incorrect
Total Fee Required \$ _____ Need \$ _____ Refund \$ _____		

Existing Site

Site ID:	138808 - 004	
Project Name:	GLOBAL TIRE RECYCLING OF SUMTER COUNTY, INC	
Type/Subcode:	WT / 02	
Fee submitted:	\$1250 <input checked="" type="checkbox"/> correct	( ) incorrect
Total Fee Required \$ _____ Need \$ _____ Refund \$ _____		

Applicant Information

Name:	R. BRIAN FIFER	
Role:	PRESIDENT & CEO	
Company:	GLOBAL TIRE RECYCLING OF SUMTER COUNTY, INC	
Address:	1201 INDUSTRIAL DRIVE	
City:	WILDWOOD	Zip Code: 34785
Phone:	(352) 330-2213	

Fee verified by: S. MORGAN

Application Assigned To: S. MORGAN Date: 1/16/02