

**Miami Tires Wholesale, LLC**

8683 NW 66th St  
Miami, FL, 33166

Miami, December 16, 2016.

Department of Regulatory and  
Economic Resources (RER)  
Miami Dade County

**RECEIVED**  
DERM

DEC 16 2016


POLLUTION REGULATION  
DIVISION

Dear Sirs:

I, SALVATORE NATOLI RAMACI in my capacity as owner, director and manager of MIAMI TIRES WHOLESALERS, LLC, hereby certify that we have acquired the rights and properties of the company EA TIRES INTERNATIONAL, CORP., with the sole purpose of continuing the same economic activity carried out by the acquired company, within the same premises and in strict compliance with the permits currently held by the company EA TIRES INTERNATIONAL, CORP. at: 3729 NW 71 St, Hialeah, FL, 33147

For any consultation or extension we are at your disposal, through our email: salvatorenatolir@hotmail.com or my cell phone 786 614 8406.

Sincerely  
By Miami Tires Wholesale, LLC

  
Salvatore Natoli Ramaci  
Owner Manager

DATE: December 16, 2016



NOTARY PUBLIC - STATE OF FLORIDA





# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

DEP Form #: 62-701.900(8), F.A.C.

Form Title: Permit Transfer Form

Effective Date: January 6, 2010

Incorporated in Rule: 62-701.320(11), F.A.C.

## APPLICATION FOR TRANSFER OF PERMIT OR NOTIFICATION OF NAME CHANGE

**GENERAL REQUIREMENT:** Permit transfers for Solid Waste Management Facilities shall be permitted in accordance with Florida Administrative Code (F.A.C.) Rule 62-701.320(11). A transfer of permit is required upon the sale or transfer of a facility. A transfer of permit is also required if a new or different person takes ownership or control of the facility. A transfer of permit is not required if the facility or permittee simply changes its name, although the permittee must notify the Department of such a change. Two copies of this form shall be submitted to the Department District Office having jurisdiction over the facility for either the Notification of Name Change or Transfer of Permit.

RECEIVED  
DEP

DEC 16 2016

PERMITTING SECTION

### PART I. GENERAL INFORMATION

TO BE COMPLETED BY THE CURRENT PERMITTEE

Permit No. 304660-001-WT Date Issued: 03/20/2012 Date Expires: 03/20/2017

Existing Facility Name: EATIRES INTERNATIONAL County: MIAMI DADE

Facility Location: 3729 NW 71 Street City: HIALEAH  
(Street or Road - Do Not Use P.O. Box)

Permittee: EATIRES INTERNATIONAL CORP  
(Company or Legal Entity Name as Listed on the Permit)

Authorized Representative or Permittee: Ernesto Alguero  
(Print or Type Name of Person)

Title: Manager Email: eatires@yahoo.com Telephone: (866) 443-1915

Mailing address: 13845 SW 26 Terr Miami FL 33175  
(Street or P.O. Box) (City, State and Zip)

### PART II. CHECK ALL BOXES THAT APPLY AND COMPLETE AS DIRECTED

1. ☐ **Permit requires financial assurance documentation.** You must attach a **copy** of documentation to this form indicating that the financial assurance mechanism has been or will be modified to reflect proposed name changes (facility or legal entity name) of the current permittee or **if the permit is to be transferred**, the applicant (proposed new permittee) must provide new proof of financial assurance. Send original signature financial assurance documentation with a copy of this form to:

Solid Waste Financial Coordinator  
Department of Environmental Protection  
2600 Blair Stone Road, MS 4565  
Tallahassee, Florida 32399-2400

For further financial assurance information, visit [www.dep.state.fl.us/waste/categories/swfr/](http://www.dep.state.fl.us/waste/categories/swfr/) or call the financial coordinator at 850-245-8732. If box 1 is checked and you believe financial assurance does not need to be modified, attach an explanation of why no modification is required.

2. ☐ **The current Permittee (Owner or Operator) will remain the same**, however the facility name and / or name of the permittee (company or legal entity name) will change. Complete Part III.

Northwest District  
160 Governmental Center  
Pensacola, FL 32501-5794  
850-595-8300

Northeast District  
7825 Baymeadows Way, Ste. B200  
Jacksonville, FL 32256-7590  
904-807-3300

Central District  
3319 Maguire Blvd., Ste. 232  
Orlando, FL 32803-3767  
407-894-7555

Southwest District  
3804 Coconut Palm Dr.  
Tampa, FL 33619  
813-632-7600

South District  
2295 Victoria Ave., Ste. 364  
Fort Myers, FL 33901-3881  
239-332-6975

Southeast District  
400 North Congress Ave.  
West Palm Beach, FL 33401  
561-681-6600



3. ☒ **The permit will be transferred.** Control of facility has changed or will change (e.g., sale of facility; sale of more than 50% of stock; merger where permittee does not survive) or real property has been or will be transferred by sale or devise. **Both the current permittee and the applicant (proposed new permittee),** must complete and sign Part IV. **A fee of \$50** shall be submitted with the application for Transfer of Permit by check made payable to the Department of Environmental Protection (DEP).

**PART III. NOTIFICATION OF NAME CHANGE** (You checked Box 2.)

**TO BE COMPLETED BY CURRENT PERMITTEE** (Fill in changes or "no Change" as appropriate.)

New Facility Name: MIAMI TIRES WHOLESALE, LLC

New Permittee Name: MIAMI TIRES WHOLESALE, LLC  
(Company or Legal Entity Name)

Signature: [Signature] Date: 12/16/2016  
(Authorized Representative or Current Permittee)

**PART IV: TRANSFER OF PERMIT** (You checked Box 3.)

**A. TO BE COMPLETED BY THE CURRENT PERMITTEE**

The undersigned hereby affirms, under penalty of perjury, that ownership or control of this facility has been or will be transferred to the applicant below, and also agrees to assign his/her rights as permittee (or authorized representative of the permittee) to the applicant below if the Department agrees to the transfer of the permit.

Signature: [Signature] Date: 12/16/2016  
(Authorized Representative or Current Permittee)

Type or Print Name: EJA Title: Presidente

**B. TO BE COMPLETED BY THE APPLICANT (PROPOSED NEW PERMITTEE)**

The undersigned hereby affirms, under penalty of perjury, that he/she has or intends to acquire title to or control of this facility; that he/she has examined the application and documents submitted by the current permittee on which the permit was based and states that they accurately and completely describe the permitted activity or project; that he/she is familiar with the permit, agrees to comply with its terms and conditions, and agrees to assume the rights and liabilities set forth in the permit; and that he/she understands that any substantial changes in the design or operation of the facility will require a separate permit modification. He/she also agrees to promptly notify the Department of any future changes in ownership of, or responsibility for, the permitted activity or project. **Attach a letter of authorization if you are other than the owner or corporate officer.**

New Permittee: MIAMI TIRES WHOLESALE, LLC  
(Company or Legal Entity Name)

Facility name: MIAMI TIRES WHOLESALE, LLC  
(As given by Applicant - May remain the same)

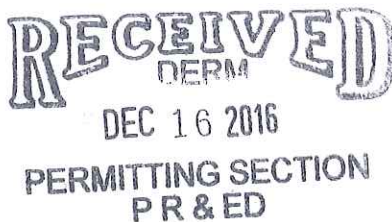
Signature: [Signature] Date: 12/16/2016  
(Authorized Representative or Applicant)

Type or Print Name: SALVATORE NATOLI Title: MANAGER OWNER

Mailing address: 8683 NW 66th St, Miami, FL 33166  
(Street or P.O. Box) (City, State and Zip)

Email: nlemporiotires@gmail.com Telephone: (786) 238 7863





Department of Regulatory and Economic Resources (RER)  
Environmental Resources Management  
Pollution Regulation Division  
701 NW 1st Court • 7th Floor  
Miami, Florida 33136-3912  
T 305-372-6600 F 305-372-6630

**Resource Recovery and Management Facility (RRMF)  
Notification of Transfer of Ownership or Corporate Name Change**

**FILING INSTRUCTIONS:** This form is intended for permitted facilities undergoing a corporate name change or legal transfer of ownership as outlined in Section I below. A fully completed form along with the appropriate processing fee as stipulated in the latest RER approved operating permit fee schedule (made payable to "Miami-Dade County"), shall be submitted/mailed to the RER Pollution Regulation Division at the above referenced address.

**NOTE:** Modification and/or relocation of the existing permitted facility is not intended to be covered under this notification form. Said change requires the submittal of the form titled "Application for Permit to Operate or Modify a Resource Recovery and Management Facility".

**SECTION I: CLASSIFICATION OF LEGAL TRANSACTION**

Check the applicable box below and complete the sections of the form required by the selected option.

- ☐ The Owner/Operator will remain the same, however the name of the permittee (i.e., corporate or legal entity name) will change.  
(Sections II and III of this form must be completed)
- ☒ Control of facility has changed or will change (e.g., sale of facility; sale of more than 50% of stock; merger where permittee does not survive, etc.) or real property has been or will be transferred by sale or devise.  
(Sections II, IV and V of this form must be completed)

**NOTE:** Changes to the name of current permittee requires the submittal of a valid certificate of use (or equivalent municipal occupational license or business tax license) under the name of the new permittee.

**SECTION II: CURRENT PERMITTEE INFORMATION**

(TO BE COMPLETED BY CURRENT PERMITTEE)

1. Permittee Name: EA TIRES INTERNATIONAL CORP 2. SW Permit No: 1711  
(Company or Legal Entity Name as Listed on the Permit)
3. Facility Address: 3729 NW 71 St 4. City: HALEAH, FL 33447
5. Authorized Representative\*: Ernesto Alguero 6. Title: Manager
7. Phone: 786-443-1915 8. Fax: \_\_\_\_\_ 9. E-Mail: eatires@yahoo.com
10. Mailing Address: 13845 SW 26 Terr Miami FL 33175  
(Street or P.O. Box) (City, State and Zip)

**SECTION III: NOTIFICATION OF CORPORATE NAME CHANGE**

(TO BE COMPLETED BY CURRENT PERMITTEE)

1. New Permittee Name: MIAMI TIRES WHOLESALE, LLC  
(Company or Legal Entity Name as registered with State of Florida)
2. Signature: [Signature] 3. Date: 12/16/16  
(Authorized Representative)

Before me, a Notary Public duly qualified under the laws of the State of Florida to administer oaths, personally appeared Silvestre Natali. Being by me duly sworn, deposes and says that he/she has read the foregoing application and knows the contents thereof, and that the same is true of his/her own knowledge. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 16th day of December A.D., (year) 2016

My Commission Expires: \_\_\_\_\_

Notary Public Name: [Signature]



\*A separate notarized letter of authorization must be attached to this form if the referenced individual is not a registered officer of the proposed new permittee (i.e., new corporate entity) as shown on State of Florida Division of Corporation records.



**SECTION IV: CORPORATE / OWNERSHIP TRANSFER INFORMATION****PART A - (TO BE COMPLETED BY CURRENT PERMITTEE)**

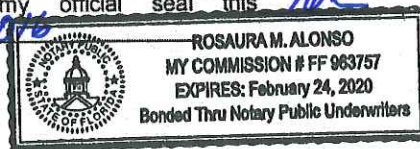
As the undersigned authorized representative of the permittee operating at the facility referenced in Section II of this form, I hereby affirm that ownership or control of said facility has been or will be transferred to the corporate entity referenced in Part B of this Section.

1. Signature: \_\_\_\_\_

(Authorized Representative)

2. Date: 12-16-16

Before me, a Notary Public duly qualified under the laws of the State of Florida to administer oaths, personally appeared Ernesto J. Alguera. Being by me duly sworn, deposes and says that he/she has read the foregoing application and knows the contents thereof, and that the same is true of his/her own knowledge. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of December A.D., (year) 2016

My Commission Expires: February 24, 2020Notary Public Name: Rosaura M. Alonso

NOTARY SEAL

**PART B - (TO BE COMPLETED BY PROPOSED NEW PERMITTEE)**

The undersigned authorized representative hereby affirms that the corporate entity specified below intends to acquire or has acquired title or control of the facility referenced in Section II of this form and that said entity agrees to maintain and operate the facility in such a manner as to comply with the provisions of Chapter 24 of the Code of Miami-Dade County and all applicable State and Federal regulations. Furthermore, the undersigned is aware that any substantial modifications to the facility's operations, equipment or pollution control systems must have prior Department approval. The undersigned also acknowledges that a permit, if granted by the Department, will be non-transferable and that prompt notification shall be provided to the Department upon sale, relocation, or legal transfer of the permitted facility.

1. New Permittee Name: MIAMI TIRES WHOLESALE, LLC

(Company or Legal Entity Name as registered with State of Florida Division of Corporations)

2. Authorized Representative\*\*: SALVATORE NATOLI3. Title: MANAGER4. Phone: 786 238 7863 5. Fax: 786 238 7863 6. E-Mail: \_\_\_\_\_7. Mailing Address: 8683 NW 66th St  
(Street or P.O. Box)Miami, FL 33166  
(City, State and Zip)8. Emergency Contact: ALESSANDRO LOMBARDO9. Title: MANAGER10. Phone: \_\_\_\_\_ 11. Fax: 786 238 7863 12. E-Mail: nlemporiotires@gmail.com

13. Signature: \_\_\_\_\_

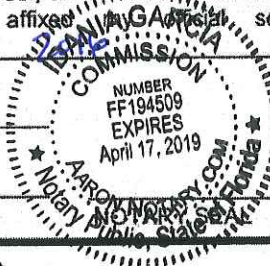
(Authorized Representative)

14. Date: 12/16/16

Before me, a Notary Public duly qualified under the laws of the State of Florida to administer oaths, personally appeared Salvatore Natoli. Being by me duly sworn, deposes and says that he/she has read the foregoing application and knows the contents thereof, and that the same is true of his/her own knowledge. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of December A.D., (year) 2016

My Commission Expires: \_\_\_\_\_

Notary Public Name: \_\_\_\_\_

**SECTION V: PROOF OF CORPORATE / OWNERSHIP TRANSFER****(TO BE COMPLETED BY PROPOSED NEW PERMITTEE)**

From the options below, indicate the legal method type used by the corporate entities listed in Sections II and IV to establish transferability of control/ownership of the facility. Copies of finalized legal documents serving as proof of said transferability must be attached to this form.

☒ Sale / Purchase Agreement ☐ Merger (where current permittee does not survive) ☐ Other: \_\_\_\_\_

\*\*A separate notarized letter of authorization must be attached to this form if the referenced individual is not a registered officer of the proposed new permittee (i.e., new corporate entity) as shown on State of Florida Division of Corporation records.

**ASSET PURCHASE AGREEMENT**

**by and among**

**MIAMI TIRES WHOLESALE, LLC  
("PURCHASER")**

**and**

**EA TIRES INTERNATIONAL, CORP.  
("SELLER")**

**Dated as of DECEMBER 16, 2016**

*EJA*

*SNR*



## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made as of this \_\_\_\_ day of December, 2016 by and among **EATIRES INTERNATIONAL, CORP.**, a Florida corporation (hereinafter "**Seller**") and **MIAMI TIRES WHOLESALE, LLC**, a Florida limited liability company (hereinafter referred to as the "**Purchaser**").

**WHEREAS**, the Seller desires to sell to the Purchaser substantially all of the assets, properties and rights owned by the Seller and used by the Seller exclusively in connection with the Seller's wholesale tire business (the "**Business**") operating at 3729 NW 71<sup>TH</sup> Street, Hialeah, Florida 33147 (the "**Premises**");

**WHEREAS**, the Purchaser is a newly formed entity created to acquire substantially all of the assets, properties and rights owned by the Seller and used by the Seller exclusively in connection with the Business at the Premises, but none of the liabilities of Seller (including liabilities of the Business), except as specifically provided for herein, and the Purchaser desires to purchase such assets, properties and rights, all upon the terms and conditions hereinafter set forth;

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

### **ARTICLE 1**

#### **SALE OF ASSETS**

Section 1.1. Sale of Purchased Assets. Subject to the terms and conditions hereinafter stated, the Seller hereby agrees to sell, assign, transfer and deliver to the Purchaser and the Purchaser hereby agrees to purchase and accept from the Seller, effective as of the Closing Date, all right, title and interest of the Seller in and to the Purchased Assets. For all purposes of this Agreement, "Purchased Assets" refers to all of the following items, in each case as in existence on the Closing Date:

(i) all governmental permits (provided such are transferrable and/or assignable) related to the Business and/or the Purchased Assets;

(ii) rights as tenant under the lease and amendments thereto for the Business (the "Lease") by and between Seller and \_\_\_\_\_ See Exhibit A attached hereto;

(iii) all material sales support and promotional materials, advertising materials and production, sales and marketing files solely related to the Business;

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(iv) all supplier lists, production records, sales records, and available credit records maintained solely in connection with the Business, to the extent that such records may be transferred in accordance with applicable Law;

(v) all intangible assets/rights solely related to the Business, including, but not limited to, such rights under oral and written contracts, including, but not limited to, the ongoing commercial relationships with customers;

(v) all furniture, fixtures, computer equipment, copies, printers and other tangible assets, which assets are used regularly in the conduct of the Business (See Exhibit C attached hereto);

(vi) two delivery vans (type 350), serial numbers:

(vii) existing office furniture and equipment currently used to operate the Business;

(viii) Industrial fans and other warehouse equipment currently used by the Business;

(ix) a minimum of 4,300 used tires as inventory (the "Inventory").

the Business as a going concern.

#### Section 1.2 Purchase Price.

a) The total consideration to be paid by Buyer for the Purchased Assets shall be the payment by Buyer of an aggregate amount equal to seventy thousand dollars (\$70,000) (the "*Purchase Price*"), payable in accordance with the section below;

b) Subject to the terms and conditions herein, at the Closing, Buyer shall pay to Seller sixty thousand (\$60,000.00) and one payment of ten thousand dollars (\$10,000) on the 180 day anniversary of the Closing. The Purchase Price shall be adjusted upwards or downward by the number of tires delivered in excess or below the Inventory.

c) Buyer shall deposit the sum of Ten Thousand Dollars and No Cents (\$10,000.00) with the firm of Vila, Padron & Diaz ("Escrow Agent") to be applied towards the Purchase Price at Closing.

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Section 1.3. Allocation of Expenses. The following expenses attributable to the Business shall be allocated between and are hereby assumed by Purchaser and Seller as follows:

(a) All state, county and local ad valorem taxes on personal property shall be apportioned between Purchaser and Seller as of 11:59 p.m. on the Closing Date, computed on the basis of the fiscal year for which the same are levied, and all utility charges, gas charges, electric charges, water charges, water rents and sewer rents, if any, shall be apportioned between Purchaser and Seller as of 11:59 p.m. on the Closing Date, computed on the basis of the most recent meter charges or, in the case of annual charges, on the basis of the established fiscal year. All prorations shall be made and the Purchase Price shall be adjusted insofar as feasible on the Closing Date. During the twelve (12) month period subsequent to the Closing Date, Purchaser shall advise Seller of any actual changes to such prorations, and the Purchase Price shall be increased or decreased, as applicable, at the end of such twelve (12) month period. In the event the Purchaser shall receive bills after the Closing Date for expenses incurred prior to the Closing Date that were not prorated in accordance with this Section 1.3, then Purchaser shall promptly notify the other party as to the amount of the expense subject to proration and the responsible party shall pay its portion of such expense (or, in the event such expense has been paid on behalf of the responsible party, reimburse the other party for its portion of such expenses).

## ARTICLE 2

### INTENTIONALLY DELETED.

## ARTICLE 3 FEASIBILITY PERIOD

3. Feasibility Period. Commencing from the Effective Date to and including ten (10) calendar days thereafter (the "**Feasibility Period**"), Purchaser, and its employees (collectively, "**Consultants**") shall, at no cost or expense to Seller, have the right from time to time to enter onto the Premises to conduct and make any and all customary studies, tests, examinations, inquiries, inspections and investigations of or concerning the Business, review the Materials and otherwise confirm any and all matters which Purchaser may reasonably desire to confirm with respect to the Business and Purchaser's intended operation thereof (collectively, the "**Inspections**").

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## ARTICLE 4

### CLOSING

Section 4.1. Time and Place. The Closing of the transactions contemplated by this Agreement shall take place on December \_\_\_\_, 2016 at the offices of Vila, Padron & Diaz, P.A., 201 Alhambra Circle, Suite 702, Coral Gables, Florida 33134 unless another date and place is mutually accepted (the actual date of the Closing, the "Closing Date"). If the Closing Date falls on a holiday, Saturday or Sunday, the Closing Date shall be moved to the next business day.

Section 4.2. Deliveries by the Seller. At the Closing, the Seller shall deliver (or cause to be delivered) to the Purchaser the following:

- (a) with respect to the Purchased Assets to be sold by the Seller, a Bill of Sale that has been executed by the Seller. See Exhibit B.;
- (b) copies of resolutions duly adopted by the Board of Directors of the Seller and Seller's shareholder(s), authorizing and approving the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby, certified by an executive officer of Seller;
- (c) an estoppel certificate by Seller's landlord addressed to Purchaser and in a form reasonably acceptable to Purchaser; and
- (d) an assignment and assumption of the Lease duly acknowledged by the current landlord.

## ARTICLE

### REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Purchaser as of the date hereof as follows:

5.1 Corporate Organization and Authority; Ownership and Other Ventures.

Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with all requisite corporate power and authority to own, lease and operate its properties and assets and to conduct its business as now being conducted. Seller is duly qualified or licensed to do business as a foreign organization in, and is in good standing in, each jurisdiction in which the nature of the Business or the ownership of the Purchased Assets requires it to be so qualified or licensed.

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5.2 Authority. Seller has full power and authority to enter into this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents by Seller and the performance by Seller of its obligations hereunder and thereunder have been duly authorized, and no other proceedings on the part of Seller are necessary to authorize such execution, delivery and performance. This Agreement and the other transaction documents to which Seller is a party have been or will be duly and validly executed and delivered by Seller and, assuming the due execution and delivery of this Agreement and the Transaction Documents by Buyer, constitutes or will constitute valid and binding legal obligations of Seller that is a party thereto, enforceable against Seller in accordance with their respective terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity and the discretion of courts in granting equitable remedies. To the best of Seller's actual knowledge, there are no claims pending or, to Seller's actual knowledge, threatened against Seller which seek to enjoin or rescind the transactions contemplated by this Agreement or otherwise prevent Seller from complying with the terms and provisions of this Agreement.

5.3 Payment of Taxes. All Taxes due and payable in connection with the operation of the Business or the Purchased Assets, or asserted by any Governmental Authority to be due and payable in connection with the operation of the Business or the Purchased Assets (whether or not shown on any Tax return) have been timely paid other than Taxes which are not yet due or owing or that are being contested in good faith by appropriate proceedings. All Tax returns required to be filed in connection with the operation of the Business in all jurisdictions in which such Tax returns are required to be filed (after giving effect to any duly obtained extensions of time in which to make such filings) have been duly and timely filed and are true and complete. Each Seller has properly and timely withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any Person and has complied with the rules and regulations relating to the withholding and remittance of Taxes.

5.4 Brokers' Fees and Commissions. Neither Seller nor any other Person by or on behalf of any Seller has engaged any investment banker, broker or finder in connection with the transactions contemplated hereby.

## ARTICLE 6 TERMINATION

Section 6.1. Termination. Purchaser may terminate the Agreement at any time prior to Closing if Seller breaches any warranty or covenant contained herein.

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Section 6.2. Effect of Termination. If this Agreement is validly terminated pursuant to Section 6.1 hereof, this Agreement will thereupon become null and void, and there will be no further liability or obligation on the part of the parties hereto (or any of their respective affiliates) in connection with this Agreement except with respect to a failure by a Party to close after all conditions to closing for his, her or its benefit have been satisfied or waived.

Section 6.3. Termination by Seller. In the event of Purchaser's breach of its obligation to Seller hereunder, including but not limited to Purchaser's failure to close in accordance with Article 4 hereof, then Seller shall be entitled to terminate this Agreement and retain the Deposit.

## ARTICLE 7

### MISCELLANEOUS

Section 7.1 Entire Agreement. This Agreement embodies the entire agreement and understanding between the Seller and the Purchaser and supersedes all prior agreements, understandings and documents relating to the subject matter hereof. This Agreement may not be modified or amended or any term or provision hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced.

Section 7.2. Expenses. Except as otherwise provided in this Agreement, the Seller and the Purchaser shall each pay their own expenses relating to or arising out of this transaction, including but not limited to legal and accounting expenses incident to the negotiation, investigation and execution of this Agreement and the consummation of the transactions contemplated hereby and whether or not such transactions shall be consummated.

Section 7.3. Waiver. Except as otherwise provided in this Agreement, any failure or delay on the part of any party in exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder or otherwise available at Law or in equity.

Section 7.4. Counterparts. This Agreement may be executed in several counterparts, including electronic mail and/or facsimiles, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one instrument.

Section 7.5. No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and their respective successors, or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

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Section 7.6. Governing Law/Forum Selection. This Agreement shall be governed by the laws of the State of Florida as such laws apply to transactions made and fully performed within that state, without reference to conflicts of law principles. Purchaser and Seller agree that any claims or defenses relating in any manner to this Agreement shall be filed and litigated in a Federal or State of Florida Court within Miami-Dade County, Florida.

Section 7.7. Binding Effect. All of the terms of this Agreement shall be binding upon each party's successors and permitted assigns and shall inure to the benefit of and be enforceable by such successors and permitted assignees; provided, however, that no party may assign this Agreement, other than to one of their respective wholly-owned subsidiaries (in which case, however, the assigning party shall remain bound under this Agreement as a primary obligor with respect to such subsidiary's obligations), without the prior written consent of (i) the Seller with respect to an assignment by a Purchaser, or (ii) the Purchaser with respect to an assignment by the Seller. Notwithstanding anything in the foregoing to the contrary, Purchaser may assign all of its rights under this Agreement to Northern Trust, in its capacity Purchaser's lender.

Section 7.8. Headings, Gender, etc. The headings used in this Agreement have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with this Agreement. Unless the context of this Agreement otherwise requires, (a) words of any gender are deemed to include each other gender; (b) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement; (c) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement; (d) all references to "dollars" or "\$" refer to currency of the United States of America; and (e) the term "including" is deemed to mean "including, without limitation."

Section 7.9. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the rights or obligations of the Seller or the Purchaser under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

Section 7.10. Schedules. The Schedules referred to herein are attached hereto and incorporated by this reference. Disclosures included in any Schedule shall be considered disclosures for all Schedules.

Section 7.11. Timing. Time is of the essence in meeting the obligations and responsibilities of this Agreement.

Section 7.12. Mutual Product. The parties acknowledge that this Agreement is a product of negotiation between sophisticated parties and individuals. Accordingly, the interpretation of any ambiguity in language in this Agreement shall not be construed against any party.

**SIGNATURE PAGE TO FOLLOW**

SNR

ETA



**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

**SELLER:**

**EA TIRES INTERNATIONAL, CORP.**, a  
Florida corporation

By: \_\_\_\_\_  
Name: Ernesto J. Alguera  
Title: President

**Purchaser:**

**MIAMI TIRES WHOESALE, LLC**, a  
Florida limited liability company

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

**EXHIBIT A**  
**COPY OF SELLER LEASE AGREEMENT**

EIA



**EXHIBIT B**

**BILL OF SALE**

For valuable consideration, receipt of which is acknowledged,  
\_\_\_\_\_  
\_\_\_\_\_, ("Seller"), hereby sells, assigns transfers and  
delivers to \_\_\_\_\_ ("Buyer"), all of the personal property  
described in Exhibit A attached hereto and made a part hereof.

Seller warrants to Buyer that Seller has good title to all such personal property, free and clear of all liens, encumbrances, security interests and adverse claims of any kind or nature whatsoever, and Seller shall forever warrant and defend the title to all such personal property unto Buyer.

The Purchase Assets are being sold AS-IS WHERE IS" condition, including any and all defects known or unknown. Seller makes no warranty that the Property is fit for any particular purpose and makes no representation or warranties, expressly, implied, or statutory related to the Property.

Dated: \_\_\_\_\_

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

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

EJA

**EXHIBIT C**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be written over a horizontal line.