

BUCHANAN P.E. CONSULTING, INC.

ELECTRICAL ■ MECHANICAL ■ PLUMBING ■ STRUCTURAL
E N G I N E E R I N G

6191 W. Atlantic Blvd. Suite #2 Margate FL 33063 Ph.(954)590-3300 Fax (954) 590-2232 Cell : (954)292-4988

June, 06, 2017

Mr. Johnny Vega
Department of Regulatory and Economic Resources
Pollution Regulatory Division, 7th floor.
701 NW 1st Ct.
Miami, FL 33136

RECEIVED
DERM

JUN 06 2017

POLLUTION REGULATION
DIVISION

(VIA EMAIL)

Re. Miami Tires Wholesale, LLC
Update of Financial Responsibility Cost Estimate for 2017

Dear Mr. Vega,

As per request, we are hereby offering the following closing cost estimate as requested.

Closure plan disposal estimate:

As new owner, Miami Tires Wholesale LLC has not changed, altered, or modified the closing cost estimate of 3,000 tires as permitted in the facility. The attached letter from American Tire Recycling is based on loading and disposing in enclosed containers of tires.

Estimate for loading and disposing of these remaining tires is as follows:

American Tire Recycling

3000 waste tires remaining @ 20lbs per tire=60,000lbs or 30 tons.

30tons @\$110 per ton=\$3,300.00 or \$1.10 per tire. The loading cost from the warehouse to the containers was estimated using 4 persons during 8 hours of labor @ \$10 per hour, that is \$ 320.00 for the service, it means \$0.11 per tires; for a total of \$ 1.21 per tire. For a total Cost of loading and disposal of 3,000 tires it will be a cost= \$3,630.00.

But due to conversation with Miami-Dade DERM/RER based on been lower than average state fee for disposal. As a result based on the provided research done by DERM/RER, we have changed the rate used to \$2.00 per tire. It's our professional opinion that this disposal rate is not in keeping with the market rates, nonetheless we are basing this estimate on this rate to obtain approval.

Estimate for loading and disposing of these remaining tires is as follow:

3,000 Used Tires @ \$2.00/tires= \$ 6,000.00

If I can be of any further assistance, please do not hesitate to contact me

Sincerely,
Buchanan P.E. Consulting, Inc

Raja Buchanan, P.E.



JUN 06 2017

ASSET PURCHASE AGREEMENT

by and among

MIAMI TIRES WHOLESALE, LLC
("PURCHASER")

and

EA TIRES INTERNATIONAL, CORP.
("SELLER")

Dated as of DECEMBER 16, 2016

636,78
67,90
399,80

221,70
283,80
319,60
199,90
279,65
451,80
71,95
71,95
295,70
653,20
135,80
222,80
99,90
239,80

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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 71TH 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;

(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

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ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (the "Agreement") is made and entered into effect as of December 21st, 2016, by and between **EA TIRES INTERNATIONAL CORP.** ("Assignor") and **MIAMI TIRES WHOLESALE, LLC** ("Assignee") and **OMNI REALTY, INC.**, A Florida limited liability company ("Landlord").

RECITALS

- A. On or about June 10, 2008 Landlord and Assignor entered into that certain lease later amended the First Amendment to Lease Agreement dated June 17th, 2009, later amended by the Second Amendment to Lease Agreement dated July 30th, 2010, later amended by the Third Amendment to Lease Agreement dated July 31st, 2011, later amended by the Fourth Amendment to Lease Agreement dated July 31st, 2012, later amended by the Fifth Amendment to Lease Agreement dated April 13th, 2016 collectively as amended (the "Lease"); whereby Landlord is leasing to Assignor the premises located at 3729 NW 71st Street, Miami, FL 33147 hereinafter (the "Premises");
- B. Whereas Assignor desires to assign all of its rights, title and interest in the Lease and in the Premises to Assignee and Assignee does desire to acquire such interest, and;
- C. Landlord shall consent to the assignment based upon the terms and conditions outline herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

- 1. Effective January 1st, 2017 Assignor does hereby assign and transfer to Assignee the Lease, including all security deposits being held by the Landlord pursuant to the Lease.
- 2. Assignee does hereby assume and agree to perform all of Tenant's obligations under the Lease.
- 3. The current term of the Lease is set to expire on April 30th, 2017.
- 4. Salvatore Natoli shall personally guaranty the Lease and same shall be in the form attached hereto.
- 5. Provided the Assignee timely makes all rental payments under the Lease for the next four (4) months from the date of this assignment and that the Assignee is not otherwise in default of the Lease, Landlord agrees to release Ernesto Alguera from the Lease and personal guarantee. In the event of a default by Assignee prior to the end of the eleven 11 month period, the Guaranty will not be released and shall remain in full force and effect through the expiration of the Extended Term.

6. The monthly rental payments from January 1st, 2017 through and including April 30th, 2017 shall be as follows:

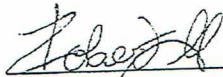
Monthly Base Rent*	\$ 2,604.17
Sales Tax	<u>\$ 182.29</u>
TOTAL MONTHLY RENTAL TO BE PAID	\$ 2,786.46


7. Assignee shall continue to contribute to Water and Sewer as set forth in the Lease.
8. December 2016 Base Rent totaling \$2,786.46 is due upon the execution of this Assignment.
9. Rent is due in advance on the first day of each calendar month during the Term, without offset, counterclaim or notice.
10. The term of the Lease shall be extended for an additional term of One (1) year commencing May 1st, 2017 and thereafter expiring on April 30th, 2018 hereinafter the "Extended Term".
11. During the Extended Term the Monthly Base Rent shall increase by five (5%) to \$2,734.38 plus applicable sales tax.
12. During the Extended Term Assignee shall continue to contribute to Water and Sewer as set forth in the Lease
13. Landlord currently holds \$2461.00 in Security Deposit, Tenant shall place an additional \$2,539.00 in Security Deposit. Total held by Landlord shall be \$5,000.00. *If tenant is in good standing and not in any monetary default beyond any applicable cure period, then Landlord shall apply fifty (50%) of the Security Deposit to Tenant's last month of rent.*
14. Provided that the Tenant is not in default beyond any applicable cure period, than Tenant shall have the right to renew the Lease for One (1) additional term of One (1) year upon the same terms, covenants and conditions of the Lease excepting the Monthly Base Rent for the first option term shall increase by five percent (5%) annually above the immediately preceding monthly Base Rent. Said renewal is automatic unless Tenant gives written notice of termination by certified mail to Landlord at least ninety (90) days prior to the termination of the Extended Term.
15. The assignment carries a non-refundable processing fee in the amount of Five Hundred Dollars (\$500.00) as reimbursement to Landlord for its review and preparation of the assignment; same shall be due via certified funds upon execution of this document.
16. This Assignment is contingent upon the payment and clearance of the non-refundable processing fee and the additional Security Deposit and December 2016 Rent.

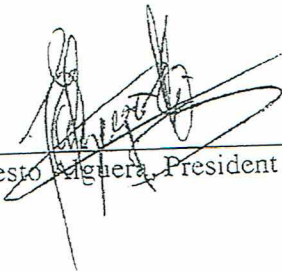
3/3/17	10.000,00	17. Assignee represents they are familiar with the Lease and all aspects and responsibilities of same including but not limited to the rental rate as outlined above for display purposes only. Assignee further represents they acknowledge they are accepting the Premises from the Assignor in their current "as is" condition with no representations or warranties whatsoever on the part of the Landlord other than as expressly outlined herein.
4/3/17		
7/3/17		
9/3/17	5.000,00	
11/3/17		
13/3/17		
14/3/17	0,00	18. Assignor and Assignee acknowledge that the Landlord is in full compliance with the Lease and the same has no claims whatsoever contingent or non-contingent, matured or un-matured, against Landlord as of the date hereof.
15/3/17	2.000,00	Tomados snr
18/3/17	-3.000,00	
20/3/17	2.000,00	Tomados snr
21/3/17	-3.000,00	
27/3/17	2.000,00	Tomados snr
28/3/17	3.000,00	19. This Assignment may be executed in multiple copies and by electronic communications (including fax or PDF), any of which may be considered and used as an original.
	-2.000,00	DEVUELTOS ALB
		ALB SALDO AL 31-3
3/4/17	20. -145,00	The persons executing this document on behalf of themselves or an entity
6/4/17	-150,00	co-signant and warrant to the Landlord that they are authorized to do so and
11/4/17	-540,00	Other signatures or third party consents are required.
11/4/17	-350,00	IPHONE SNR
13/4/17	-2.500,00	MORTGAGE
14/4/17	900,00	SNR
17/4/17	-225,00	
24/4/17	-232,00	(Page Left Intentionally Blank)
29/4/17	-90,00	
	-5.340,00	ALB SALDO AL 30-4
5/5/17	3.500,00	TOMADOS SNR
29/4/17		
29/4/17		
29/4/17		
29/4/17		
29/4/17		
29/4/17		
29/4/17		
29/4/17		
	-1.840,00	

	Venta	VTA CONT.	TC	DEP EN CASH
Sem 18	18.309,00	10.567,00	4.602,00	1.600,00
Sem 19	15.686,00	8.597,00	4.671,00	90,00
Sem 20	20.923,00	11.916,00	7.449,00	230,00
Sem 21	22.856,00	13.346,00	7.254,00	0,00
Sem 22				0,00
Witnesses	77.774,00	44.426,00	22.976,00	17.610,00
		0,57		43.506,00

77.774,00
3.240,58
24,00
24,00


Witness (1)


Witness (2)

By 
Ernesto Agüera, President

**ASSIGNEE: MIAMI TIRES
WHOLESALE, LLC**

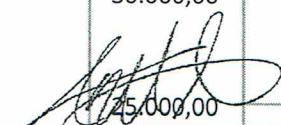
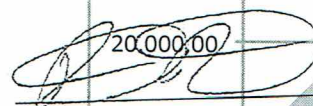

Witness (1)

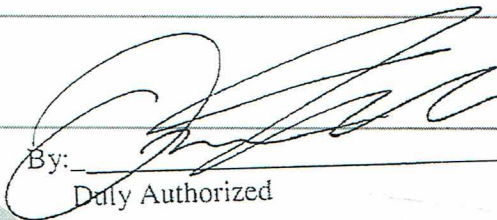
Witness (2)

By: 
Salvatore Natoli, Managing Member

LANDLORD: OMNI REALTY, INC

30.000,00
25.000,00
20.000,00
15.000,00


Witness (1)

Witness (2)

By: 
Duly Authorized

Closing Statement

Page 1

FILE NUMBER: EA TIRES

NAME OF BUYER: MIAMI TIRES WHOLESale, LLC, a Florida limited liability company
Address of Buyer: 8683 NW 66TH STREET, Doral, Florida 33166

NAME OF SELLER: E.A. TIRES INTERNATIONAL, CORP., a Florida corporation
Address of Seller: 3729 NW 71 ST, Hialeah, Florida

NAME OF LENDER:
Address of Lender:

PROPERTY LOCATION:

SETTLEMENT AGENT: VILA, PADRON & DIAZ, P.A.
Place of Settlement: 201 Alhambra Circle, Suite 702, Coral Gables, Florida 33134

SETTLEMENT DATE: 12/22/16

DISBURSEMENT DATE: 12/22/16

BUYER CHARGES:	Amount:
Payment at Closing	\$60,000.00
Inventory Adjustment PD by 2/1/17	\$3,200.00
Security Deposit Replaced by 2/1/17	\$2,461.00
Rent Credit & Fee due 2/1/17	\$830.00
Six MO. Anniversay PMT 6/22/17 (Dec 22, 2016 to)	\$10,000.00
Total Charges:	\$76,491.00

Cash due from buyer: \$76,491.00

SELLER CREDITS:	Amount:
Payment at Closing	\$60,000.00
Inventory Adjustment PD by 2/1/17	\$3,200.00
Security Deposit Replaced by 2/1/17	\$2,461.00
Rent Credit & Fee due 2/1/17	\$830.00
Six MO. Anniversay PMT 6/22/17 (Dec 22, 2016 to)	\$10,000.00
Total Credits:	\$76,491.00

Cash due to seller: \$76,491.00

Buyer

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

MIAMI TIRES WHOLESale, LLC
a Florida limited liability company

By: _____

Salvatore Natoli
Manager

EXHIBIT A
INCLUDED ASSETS

1. 4,620 miscellaneous used Tires
2. 2 used Trucks.
3. Furniture in the office.
4. Telephone numbers

Closing Statement

Page 2

FILE NUMBER:

EA TIRES

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

E.A. TIRES INTERNATIONAL CORP.
a Florida corporation

By:

Ernesto J Aguero
President

(Corporate Seal)

OMNI REALTY, LLC
696 N.E. 125th Street
Miami, Florida 33161
(305) 893-9955

January 23, 2017

Re: E A TIRES INTERNATIONAL
3729 NW 71st Street
Miami, FL 33147

To Whom It May Concern:

Please be advised that Omni Realty, LLC as owner of the above referenced property, hereby authorizes E A TIRES INTERNATIONAL, (Tenant), to operate the Premises as a waste tire processing facility. Tenants acknowledges and agrees that Tenant shall be fully responsible for acquiring all necessary permits and fulfilling all necessary environmental procedures. Landlord is not liable or responsible for any issue that may arise from Tenant's use of the facility.

If you have any further questions, please contact me.

Sincerely,



Fadi Kalousia
Leasing Administrator

Tel: 305-893-9955 ext.120

Fadi.kalousia@imcequitygroup.com