## Protection Florida Department of

N 14 2021 Environmental Protection

Solid Waste Section, Mail Station 4565
Permitting & Completion Blair Stone Road, Tallahassee, Florida 32399-2400
Assistance Program

	DEP Form # 62-709.901(3)
	Appl for Reg. and Ann Rep for a YT Trans
-	Form Title Station or SW Organic Recycling Facility
	Effective Date February 15, 2010
	DEP Facility ID No.
	(Filled in by DEP)
	DEP WACS ID No:
	(Filled in by DEP)
	This form is adopted by reference in subsection 62-709.901(3), F.A.C.

	Application for Registration and Annual Report for a Yard Trash Transfer Station or a Solid Waste Organics Recycling Facility						
	PART	A - GENE	RAL INFORMATION				
1.	. Type of Application: New K Renewal (d	ue July 1)	Annual re	oort only for facility op	perating und	ler permit	: 🔲
2.	. Type of Facility: Yard trash recycling Yard trash transfer station	Veget	tative, animal byprod	Manure blucts or manure comp		]	
3.	. Type of Waste Processed: Yard trash X Vegetative (could/did	fanure [	Animal bypro		consumer Vects or end us		
	. Facility Name: Vista LF - Nat			/			
5.	. Registrant Name (or Permittee if annual report on	ly): Na7	tional St	orm Recove	y, LL	<b>C</b>	- 17 - 1
			1705612				
7.	. Mailing Address: 24200 CR-5	61					
	City Astatula	State	FL		Zip 34.	705	
	Street Mailing Address (if different):						
	City	State			Zip		
8.	. Facility Location - Street Address or Property Nun	nber:	242 W.	Keene Rd.			
	A /.		Orange				
9.	. Contact Person: Tim Yoder		Telephone: _	352-348	- 801	7	
	PART B - ADDITIONAL INFORM	ATION RE	QUIRED FOR REG	STRATION APPLIC	ATION		
10.	. Records required by Rule 62-709.320, F.A.C., will	be kept at	the facility?	Yes	X	No	
	If no, please indicate where these records will be	kept and m	nade available upon	Department request t	o review the	e records:	
11.	. Does the registrant own the facility site?			Yes		No	X
11.	Does the registrant own the facility site?  If you answered no, please attach evidence the operate a yard trash transfer station or a solid.			or has permission f	rom the lan		to
	If you answered no, please attach evidence that	waste org		or has permission f			to
	If you answered no, please attach evidence that operate a yard trash transfer station or a solid	waste org	anics recycling fac	or has permission fility at this site. Yes	M	d <b>owner</b> No	to
12.	If you answered no, please attach evidence that operate a yard trash transfer station or a solid.  Has the organic recycling facility begun operations.  If this facility was operating in the previous call. Include a check or money order for the \$35.00 regions.	waste org s? lendar yea	anics recycling fac	or has permission fility at this site.  Yes t in Part C must be	<u> </u>	No Q-13	0 \$10 2.91
12.	If you answered no, please attach evidence that operate a yard trash transfer station or a solid.  Has the organic recycling facility begun operations.  If this facility was operating in the previous call. Include a check or money order for the \$35.00 reconstruction.	waste org s? lendar yea gistration fe	anics recycling fac ar, the annual repor	or has permission fility at this site.  Yes t in Part C must be	completed.	No  Q. 13  H 49  imental	□ 5.31 5.561
12.	If you answered no, please attach evidence that operate a yard trash transfer station or a solid.  Has the organic recycling facility begun operations.  If this facility was operating in the previous call. Include a check or money order for the \$35.00 regions.	waste org s? lendar yea gistration fe 2-709.330 a ion provide	anics recycling fac ar, the annual report ee made payable to to and 62-709.350, F.A. and in the application i	or has permission fility at this site.  Yes t in Part C must be the Florida Department. C., and shall comply	completed.	No  Q. 13  mental  quirement	□ 5.31 0 \$10 5561
12.	If you answered no, please attach evidence that operate a yard trash transfer station or a solid.  Has the organic recycling facility begun operations.  If this facility was operating in the previous call. Include a check or money order for the \$35.00 reg. Protection.  I affirm that I have read Rules 62-709.320, 62 ecified in those rules. I also affirm that the information owledge. I have attached all documents and/or autiliary and the state of the state o	waste org s? lendar yea gistration fe 2-709.330 a ion provide horizations	anics recycling fac ar, the annual report ee made payable to to and 62-709.350, F.A. and in the application i	or has permission fility at this site.  Yes t in Part C must be the Florida Department. C., and shall comply	completed.	No  Q. 13  mental  quirement	□ 5.31 0 \$10 5561
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12.	If you answered no, please attach evidence that operate a yard trash transfer station or a solid.  Has the organic recycling facility begun operations.  If this facility was operating in the previous call. Include a check or money order for the \$35.00 reg. Protection.  I affirm that I have read Rules 62-709.320, 62 ecified in those rules. I also affirm that the information owledge. I have attached all documents and/or autiliary and the state of the state o	waste org	ar, the annual reported made payable to the annual fee made pa	or has permission fility at this site.  Yes t in Part C must be the Florida Department C., and shall comply strue, accurate, and	completed.	No No A A A A A A A A A A A A A A A A A	□ 5.31 0 \$10 5561

\* 2019 Report by Warte Management
Some address

	PART C - ANNUAL REPORT		
14. Calendar Year (January 1 through Decer	mber 31) Covered by this Report:	2020	
15. Values used in this report are in (SELEC	T ONE):	Tons Cubic Yards	]
16. For Existing Facilities that have not re	ported this information in the past	, Amount of	
a. Unprocessed Material On Site at Be	ginning of Report Year:	0	
b. Processed Material On Site at Begin	ning of Report Year (total):	0	
17. Total Quantity of Material Received Durin	ng Report Year:	46,116.99	
<ol> <li>Total Quantity of Material Lost Due to Proshrinkage, fires, etc.) During Report Year</li> </ol>		4,611.70	
19. Total Quantity of Material Removed from	Site for:	•	
a. Use (e.g., landfill cover, fuel, mulch,	compost, etc.):	19,250	
b. Disposal:		<u> </u>	
c. Other (transfer stations)		8,185.12	
20. Total Quantity On Site at End of Report Y	/ear of:	/	
a. Unprocessed Material:		8,430	
b. Processed Material:		5,640.17	
	16 and 17 46 //6.99 Total	al of Items 18, 19 and 20	116.99
I affirm that the information provided in	the annual report is true, accurate, a	and correct to the best of my knowle	dge.
Edward R. Lee	- Elek	Of dec	
Print Name and Title of Registrant/Permitte Authorized Agent	ee or Sig	gnature	Date
Email address (if available):	@ mulchmfg.com	·	
	PART D - MAILING INSTRUCTION	IS	

Remember to include the \$35.00 fee if this is also a registration application. Mail completed form to:

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

## CONTRACTOR AGREEMENT

This Contractor Agreement (hereinafter, "Agreement") is entered into as of this 134 day of 2019, 2019 by and between NATIONAL STORM RECOVERY, LLC, with an office at 1825 NW Corporate Blvd., Suite 110, Boca Raton, FL 33431 (hereinafter, "Contractor"), and VISTA LANDFILL, LLC, with an office at 242 West Keene Road, Apopka, FL 32703 (hereinafter, "Company").

ARTICLE 1 - WORK AND CONSIDERATION. Contractor agrees to provide the labor, materials and equipment (other than as specified in Article II), and to perform the following work, pursuant to the terms of this Agreement and for the consideration set forth below:

- A. Description of Work (specify any obligation of the Contractor to obtain building permits, certificates of occupancy or the like):
  - 1. Contractor and third-party customers of Contractor may bring vegetative waste to Vista LC and shall be charged no disposal fee. The location to be used by Contractor for its activities is shown on the map attached hereto as "Exhibit A".
  - 2. Contractor shall grind vegetative waste belonging to Company at no cost to Company. Such waste shall remain on site and remain the property of Company.
  - 3. Contractor shall grind its own material, and remove the material from the site, in an expeditious manner.
  - 4. Contractor shall grind (no larger than a 4" grate) and stockpile the vegetative waste owned by Company at least every six (6) months. This waste shall not exceed 2,000 tons in a twelve-month period.
  - 5. Company shall pay for all waste processed by Contractor in excess of 2,000 tons in a twelve-month period. The charge for such excess waste shall be \$9.00 per ton
  - 6. Contractor will only operate during Company's regular business hours; presently, Monday through Friday from 7:00 a.m. to 5:00 p.m. Such days and times may change.
  - 7. Contractor shall comply with all Federal, State and Local regulations governing vegetative waste processing.
  - 8. Contractor shall provide data to Company on an annual basis for FDEP reports. Reports shall include beginning inventory, ending inventory, tons received and tons removed.
  - 9. Contractor shall provide personnel and equipment to properly supervise and control the processing of vegetative waste delivered by Contractor and by Company's customers, and shall ensure contaminated materials are removed prior to processing.
  - 10 Contractor may place an office trailer and a portable fuel tank (with secondary containment) in the physical area designated on Exhibit A.
  - 11. Contractor's physical area of operations is shown on Exhibit A. Contractor may use the Company's wash pad to clean its equipment; and may also use the Company's bays to store its equipment; however, the last 3 bays shall be reserved solely for use by the Company.
  - 12. Contractor shall reimburse Company on a monthly basis for electricity consumed in its operations. Invoicing will be via email. There is an electric meter on site.
  - 13. Contractor and Company may negotiate for the Contractor's use of additional acres for temporary vegetative waste storage in the event of a hurricane.
  - 14. Upon the termination of this Agreement, the Contractor shall leave the premises in the same condition as they were when operations hereunder began

THE TERM HEREOF SHALL BE THREE (3) YEARS FROM THE DATE OF EXECUTION, AND MAY BE RENEWED FOR LIKE TERMS UPON THE AGREEMENT OF THE PARTIES, AT WHICH TIME RATES MAY BE NEGOTIATED. THERE SHALL BE NO AUTOMATIC RENEWAL OF THIS AGREEMENT.

ALL VEGETATIVE MATERIAL BROUGHT TO THE SITE BY CONTRACTOR MUST BE REMOVED PRIOR TO TERMINATION OF THIS AGREEMENT, UNLESS OTHER WRITTEN PROVISIONS HAVE BEEN MADE.	
B.	Specifications attached: 🛛 Yes 🔲 No
C.	RENT:
۵.	CONTRACTOR SHALL PAY COMPANY RENT ON THE FIRST OF EACH MONTH
	WITH THE FIRST PARTIAL MONTH BEING PRORATED. PAYMENT SHALL BE BY CHECK
	PAYABLE TO "VISTA LANDFILL, LLC".
•	CONTRACTOR SHALL PAY COMPANY FOR EACH TON OF GROUND VEGETATIVE
	WASTE LEAVING THE PREMISES.
•	VOLUME REPORTS WILL BE PROVIDED VIA EMAIL ON A MONTHLY BASIS, TO INCLUDE
	DATE, TIME, COMPANY NAME AND TONS FOR INBOUND AND OUTBOUND VEGETATIVE
	AND GROUND VEGETATIVE WASTE.
•	CONTRACTOR'S PAYMENT SHALL BE MADE ON A MONTHLY BASIS. PAYMENT SHALL BE
	BY CHECK PAYABLE TO "VISTA LANDFILL, LLC".
.,	

ARTICLE II - COMPANY FURNISHED EQUIPMENT. Company will furnish without charge, or will lease or otherwise furnish to Contractor at the rates shown in this Article II, the following materials or equipment for use by Contractor in performing the work described in Article I:

- Company shall provide monthly reports to Contractor to include, date, time, company name and tons for inbound and outbound vegetative and ground vegetative waste.
- Company shall provide, at no charge to Contractor, an operational water well in the area of Contractor's operations.

ARTICLE III - PERFORMANCE BOND. If checked \_\_\_\_\_\_, prior to commencement of work hereunder, Contractor shall furnish to Company a performance and payment bond, underwritten by a corporate surety satisfactory to Company, in the penal sum of one hundred percent (100%) of the amount of this Agreement as security for the faithful performance of this Agreement and for the payment of all persons, firms or corporations to whom Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature employed or used by it in performing the work. The bond shall contain any applicable statutory language, shall be satisfactory in form to Company and shall meet any applicable statutory requirements to protect Company and its property from any lien, claim or suit resulting from Contractor's failure to make the payments referred to in this Article III.

ARTICLE IV - INDEPENDENT CONTRACTOR. The work and labor herein provided for shall be performed and furnished by Contractor as an independent contractor and under the sole supervision, management, direction and control of Contractor in accordance with the terms and conditions of this Agreement. Contractor will have full control over employees it may see fit to employ to assist in performance of this Agreement including, but not limited to, the hiring, firing and supervision of such employees of Contractor. Contractor further agrees that the work to be performed by Contractor shall meet with

the approval of Company's engineers or designated representatives but that the detailed manner and method of doing same shall be under the control of Contractor.

ARTICLE V - PERFORMANCE STANDARDS. Contractor represents that it has expertise in performing the work required under this Agreement, and that all work will be performed in accordance with generally accepted professional standards in a prudent, workmanlike and lawful manner, with minimal interference with Company's operations and property. Contractor further represents that work and materials supplied by or through Contractor shall comply with all requirements of applicable drawings and specifications and shall be free from defects and damage. These representations shall survive termination of this Agreement.

ARTICLE VI - INSPECTION AND ACKNOWLEDGEMENT. Contractor represents that it has inspected and thoroughly examined the premises or property where or upon which the work is to be performed, and is not relying on any representations of the Company, except those provided in writing. Contractor's failure to inspect and

examine the premises or property resulting in its subsequent inability to perform the work hereunder shall in no way relieve it of the obligations of this Agreement. Contractor hereby waives any claims for surface, subsurface or other site conditions.

Contractor acknowledges and is aware that the facility at which it is performing work contains residential, commercial, industrial and/or other waste materials, and Contractor knowingly and voluntarily assumes all risk of injury and damage to Contractor and Contractor's property, employees, subcontractors and others working for the Contractor, caused by exposure to such waste materials while at the facility, including any which may prove to be hazardous or toxic. Contractor agrees to advise fully all of its employees, subcontractors and others working for the Contractor at the facility, of the facility risks and of all necessary environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the Company.

ARTICLE VII - CONTRACTOR'S FAILURE TO PERFORM. In the event Contractor fails to commence said work within the time specified, or having begun said work fails to complete it on or before the time specified, or abandons it for any reason, suspends or fails to continue it, refuses to promptly correct any work not in conformity with the requirements of this Agreement, or defaults in any manner in the performance under the terms of the Agreement for a period of five (5) days (unless Contractor is prevented form continuing by reason of Force Majeure), the Company shall have the right, at its option, to terminate all or part of this Agreement and to take over said work and complete it or have said work completed by another in any reasonable manner at Contractor's expense. Such right of termination is without prejudice to any other rights or remedies Company may have under applicable law or this Agreement.

ARTICLE VIII - CONTRACTOR'S INDEMNITY AND INSURANCE. Contractor agrees to defend, hold harmless and unconditionally indemnify Company, and all of its Affiliates (defined below), and all of their respective officers, directors, shareholders and employees, against and for all liabilities, costs, expenses (including attorney" fees and expenses of investigation), claims and damages which Company may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property or both, of Contractor or Company or employees of either party, or to any other parties, in any manner caused by or resulting from Contractor's breach of this Agreement or acts or failures to act by Contractor or its employees or agents in the performance of this Agreement; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury or death to the extent caused by the negligence of Company.

Contractor further agrees at all times during this Agreement to maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage, including contractual liability coverage for the above hold harmless and indemnification provisions, and other insurance as specified by Company. All of such policies shall be endorsed to name Company, and all of its Affiliates, as additional insureds and such insurance shall be by insurers and for policy limits acceptable to Company and before commencement of work hereunder and on an annual renewal basis Contractor agrees to furnish Company certificates of insurance or other evidence satisfactory to Company to the effect that such insurance has been procured and is in force. The certificate of insurance shall accurately reflect the insurance coverages, including any and all limitations, exclusions and restrictions and provide that in the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given the certificate holder. As used above in this Article VII, the term "Affiliates" means any corporation, partnership or other recognized entity that directly, or indirectly, controls, or is controlled by, or is under common control with Company and all of their respective officers, directors, shareholders and employees.

For the purpose of this Agreement, Contractor shall carry the following types of insurance in at least the limits (which may be a combination of primary and excess coverage) specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000 each Occurrence
General Liability, Including Bodily Injury, Property Damage and	\$2,000,000 each Occurrence
Contractual Liability	
Automobile Liability, Including Bodily Injury and Property Damage	\$2,000,000 each Occurrence

ARTICLE IX - CHANGES AND EXTRA WORK. Company may, by written notice, direct changes in the work to be performed under this Agreement which are within the general scope of this Agreement. If Contractor believe that any such changes or extra work will result in additional cost or require additional time for completion of the work, it shall, within ten (10) calendar days of the written notice from Company, notify Company. Such notice from Contractor shall be a condition precedent to Company's obligation to pay for any changes or extra work. If Contractor fails to give notice as required in this paragraph, it waives any rights to adjustments or additional compensation. If Contractor provides the notice of increase to Company, it shall be entitled to an equitable adjustment in compensation to cover additional costs associated with approved changes. The Contractor shall proceed with the work as changed pending determination of any adjustment in compensation and the pendency of any dispute resolution procedures shall not relieve Contractor from its duty to perform under this Agreement or serve to delay or suspend any schedule or deadline under this Agreement.

ARTICLE X - COMPLIANCE WITH LAWS. In the performance of its work hereunder, Contractor agrees to comply with all applicable federal, state, provincial and local laws and ordinances and all lawful orders, rules and regulations of any constituted authority, including but not limited to, social security and income tax withholding laws, employment compensation laws, environment, safety and health laws. Unless otherwise agreed to in writing by Company, Contractor shall have full and exclusive liability for the payment of any and all sales, use, excise, business and occupation or similar taxes, and any taxes for unemployment insurance, retirement benefits, or similar obligations which may now or hereafter be imposed by law or collective bargaining agreements.

Contractor represents and warrants that it has all necessary permits, licenses and other forms of documentation, and its personnel have received all necessary training including, but not limited to, health and safety training, required to perform services hereunder and, upon request of Company, contractor shall furnish copies and/or evidence thereof to Company.

ARTICLE XI - COMPLETION. Upon completion of the work to be performed under this Agreement, Contractor shall notify Company, at which point Owner will perform its final inspection and notify Contractor of any deficiencies. Upon correction of any and all deficiencies, satisfaction of the requirements of Article XV hereof, and performance of all Contractor's other obligations under this Agreement, Company will provide final payment to Contractor, less any adjustments for statutory retainage required by applicable law and disputed amounts. Contractor shall be responsible for removal of debris and surplus materials from Company property following acceptance, leaving the property in broom-clean condition.

ARTICLE XII - RISK OF LOSS. Until written acceptance of the work by Company, all risk of loss, injury or destruction by any cause other than the negligence or willful misconduct of Company shall be borne by Contractor. Responsibility of Contractor shall extend to materials and equipment furnished or leased by Company to Contractor under this Agreement.

ARTICLE XIII - CONFIDENTIALITY. Contractor agrees that it will not at any time, either while engaged hereunder by Company or afterwards, make any outside use of, or disclose to any other person or organization, except a authorized in writing by Company, any information, whether patentable or not, regarding plans, programs, facilities, processes, products, costs, equipment, operations or customers which comes within the knowledge of Contractor in the performance of the work hereunder. Under no circumstances will any publication, production or use by Contractor relating to the business or activities of Contractor or performance of the work of the Contractor hereunder be allowed without prior written consent of Company.

## ARTICLE XIV - PATENTS AND TRADE SECRETS.

Contractor shall pay all royalties and license fees, defend all suits or claims for infringements of any patent rights and save Company harmless from loss on account thereof. Contractor shall not be responsible for all such loss when a particular design, process or the or the product of a particular manufacturer or manufacturers is specified in drawings or specifications provided by Company, but if Contractor has reason to believe that the design, process or product specified is an infringement of a patent, it shall be responsible for such loss unless such information is promptly given to Company.

In the event Contractor creates and desires to publish, produce or use for itself or others, any writings, drawings, photographs or computer software which relates to the business or activities of the Company or which contains information received as a result of the work performed for Company by Contractor, a draft manuscript or printout must be provided to Company by Contractor prior to publication, production or use. Contractor also agrees that any manuscript, article, book, pamphlet, advertisement, drawing, photograph or computer software produced by Contractor in the course of performing this Agreement is to be deemed "work for hire" for which Company is entitled to all copyrights and other benefits thereunder.

Contractor has identified on an attachment to this Agreement any inventions or discoveries which were conceived prior to the association of Contractor and Company, either wholly or in part, and which contractor wishes to exclude from this Agreement.

ARTICLE XV - LIENS. The final payment shall not be due until the Contractor has delivered to the Company evidence satisfactory to Company of full payment to all subcontractors, suppliers, laborers and materialmen and complete releases of all lien rights any of them may have arising out of the performance of the work under this Agreement, or a bond satisfactory to the Company indemnifying it against any such lien. If any such lien if filed or recorded during the course of performance of this Agreement or thereafter, Contractor shall be in material breach and default under this Agreement if such lien is not released, or a bond satisfactory to Company indemnifying it against such lien is not procured by Contractor, within five (5) calendar days.

ARTICLE XVI - EQUAL OPPORTUNITY. It is agreed as a condition of this Agreement that in the performance of this Agreement, Contractor and Company shall not engage in any conduct or practice which violates applicable law, order or regulation prohibiting discrimination against any person by reason of race, religion, national origin, sex, or age, handicapped condition or veteran's status.

ARTICLE XVII - FORCE MAJEURE. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created

ARTICLE XVIII - ASSIGNMENT; SUBCONTRACTING. Contractor shall not assign or subcontract all or any part of this Agreement without the advance written approval of the Company. Any assignment or subcontract shall not relieve Contractor of any responsibility hereunder.

ARTICLE XIX - SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

ARTICLE XX - TERMINATION AND SURVIVAL. This Agreement may be terminated by Company on thirty (30) days notice with or without cause, or immediately for any breach of this Agreement. The terms and provisions of Articles V, VIII, and XIV shall survive this Agreement. Under no circumstances shall Company be liable to Contractor for any compensation in excess of that expressly set forth in this Agreement, lost profits, lost opportunity, unrecovered start-up costs, preparatory, settlement or discontinuation costs or damages, or consequential or other indirect damages (including, but not limited to, severance pay and other personnel compensation and costs and attorneys' fees) as a result of the Company's termination of a portion or all of this Agreement, whether such termination is pursuant to the provisions of Article VII, or this Article XX or in connection with any claim by Contractor related to this Agreement.

ARTICLE XXI - AMENDMENT. Any changes in this Agreement must be in writing and executed by both parties.

ARTICLE XXII - NOTICE. Any notice or communication required or permitted hereunder shall be sufficiently given if sent by first class mail, postage prepaid, to the addresses set forth above.

ARTHEL XXIII - ENTIRE ACREENIENT. This agreement including on, schools is and one we her to and any drawing, or specifications referenced barries) considered the entire agreement and enderstanding between the parties and supercises any prior agreement and understanding, whether written or arell relating to the subject matter within Agreement.

ARTICLE XXIV - ATTORNEYS FEES. In the even the contractor or Counce being, any legal among a entorce or interpret any of the terms and provisions of the Agreement, the provising party shall be civilled to recover its and expenses of and, including fees of expert windows and reasonable afterneys' fees, in bulling any incurred in any appeal or in connection with any bankruph y case or any mineralism.

ARTIFIC XXV - MEDIATION Disputes impact the parties relating to the interestation and sufferement of this Agreement shall be submitted to medicine in neurodance with the Article XXV. To commence the dispute ces during process, wither many many serve worther notice on the other many excurringly identifying the dispute and coquesting that afforts at resolving the dispute began. The parties shall oftenept in good toth to resolve the depot. using dieferbars offens to reach agreement on the numbers of disputs. If the parties are qualific to receive the disputs by negativition within ten (10) days, medicinen shall be initiated upon written request by cetter plays. Within thany (50) days of such written request, the parties shall pointly select an individual to serve as the medianor of an obspanif willing to will to do so. If the parties comparagree on a mydrawn, then the partie schalt, writtened 100 dress after written request by either party, request that the American Arbitration (%-Arbitration (%AAA\*) mains thace qualified incidence. Within five (5) business days of recent of the AAA list code many shell notify the order of a name it wishes to delete from the list. The anything shall be the included on the limited a deleted. If may party full to notify the other of the medicular interest, in delegal yabou the unpoperated the other pour chall select the incomer from the AAA list. Should both content that the same name. Company shall reten the next nor from the remaining two 12t usuasi. The auchiter to selected shall not be a person who has provided a cool in any capitary for either party and who has at least ten (10; years of expendence in the construction industry as a contrador, design professional or anomer. A smale mediator, once adjoined, shall be used for all disputes until anable or onwillow to serve in which event the AAA list scientist process shall be accepted. The mediation shall take place in the county on which the project it located sentific thirty (30) days after the written request to delinered to the managine daily party, or the mediator is selected, if have. The parties shall submut to the mediator all information determined by the mediator to be necessary for a negotiated resolution of the dispute. The parties shall also mess promptly and shall use good faith efforts to resolve the dispens when and as requested by the mechatics. The color of mediction, an luding without limitation the medicane's fees shall be paid up thy by each party provided that coth party staff beso its own attentity's fees with respect to such medication. The condense of any dispute resolution procedures that not relieve trouvocay from as dony to perform under the. Agreement of serve to delive at suspend any schools or deadline under this Agreement. Compliance with the provisions of the Article NAV duff he a condition provident to the bringing of any lawsum or other action to enforce my rights or claims under or related to the Agreement exceptions arised and repaired to or other expressionary equable relief, but shall not be a condition precedent to the right of Company to terminate this Acreement

8 Jan Rayner	Matthew Or
Print Hame Tom: Raynor	Matthew Ork
Tuley Owner	Director of Oknows

