



Florida Department of Environmental Protection

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

DEP Form #62-701.900(23)
Form Title: Waste Tire Processing
Facility Permit Application
Effective Date: January 6, 2010
Incorporated in Rule 62-711.530(6)

Waste Tire Processing Facility Permit Application

Permit No. 0400495-001-WT/02

Renewal ☐ Modification ☐ Existing unpermitted facility ☐

Proposed new facility ☒

Part I-General Information:

A. Applicant Information:

1. Applicant Name: Tire Recycling Corp.
2. Applicant Street Address: 4925 Industrial Ln Suite 101
3. City: Kissimmee County: FL Zip: 34758
4. Applicant Mailing Address: 4925 Industrial Ln Suite 101
5. City: Kissimmee County: FL Zip: 34758
6. Contact person: Christian Torres Phone: (407)452-4730 FEID No: 86-3040239

7. Have any enforcement actions been taken by the Department against the applicant relating to the operation of any solid waste management facility in this state? This includes any Complaint, Notice of Violation, or revocation of a permit or registration, as well as any Consent Order in which a violation of Department rules is admitted. It does not include a Warning Letter, Warning Notice, Notice of Noncompliance, or other similar document which does not constitute agency action.

Yes ☐

No ☒

If yes, attach a history and description of the enforcement actions.

B. Facility Information:

1. Facility Name: Tire Recycling Corp.
2. Facility Street Address (Main Entrance): 4925 Industrial Ln Suite 101
3. City: Kissimmee County: Osceola Zip: 34758
4. Facility Mailing Address: 4925 Industrial Ln
5. City: Kissimmee State: FL Zip: 34758
6. Contact Person: Christian Torres Phone: (407)452-4730
7. Facility Location Coordinates:
Section: 02 Township: 26 South Range: 28 East
Latitude: -81.48027 Longitude: 28.25185
8. Anticipated date for starting construction _____ and for completion of construction _____
9. Anticipated date for receipt of tires October 1, 2021 and for start of processing Feb 2022

Mail completed form to
appropriate district office listed below

Northwest District
160 Government Center
Pensacola, FL 32501-5794
850-595-8360

Northeast District
7825 Baymeadows Way, Ste. 200 B
Jacksonville, FL 32256-7590
904-807-3300

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

Southwest District
13051 N. Telecom Pky
Temple Terrace, FL
813-632-7600

South District
2295 Victoria Ave., Ste. 364
Fort Myers, FL 33902-2549
239-332-6975

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

C. Land Owner Information (if different from applicant):

1. Owner's name: Hanover Poinciana McClane, LLC
2. Land owner's mailing address: 4925 Industrial Ln Suite 101
3. City: Kissimmee State: FL Zip: 34758
4. Authorized Agent: Christian Torres Agent's phone (407)4524730
5. Current lease expires: 7/12/2031

D. Facility Operator Information (if different from applicant):

1. Operator's name: Tire Recycling Corp.
2. Operator's mailing address: 4925 Industrial Ln Suite 101
3. City: Kissimmee State: FL Zip: 34758
4. Contact person: Christian Torres Phone: (407-462-4730)

E. Preparer of Application:

1. Name of person preparing application: Christian Torres
2. Mailing address: 4925 Industrial Ln Suite 101
3. City: Kissimmee State: FL Zip: 34758
4. Phone: (407)4524730
5. Affiliation with facility: Corporation Director

Part II-Operations:

A. Facility type (check appropriate box):

- ☒ Waste tire processing facility.
- ☐ Waste tire processing facility with on-site disposal of processed tires or processing residuals.
- ☐ Waste tire processing facility with on-site consumption of waste tires or processing residuals.
- ☐ Permitted solid waste management facility modification to allow waste tire site and processing.

B. Type of processing facility (check as many as apply):

- ☒ Shredder ☒ Cutter ☐ Chopper ☐ Incinerator only ☐ Incinerator with energy recovery
- ☐ Pyrolysis ☐ Supplemental fuel user ☐ Other, explain _____

C. Storage: Indicate the maximum quantities of whole waste tires, processed waste tires, and processing residuals, expressed in tons, to be stored at the facility, in accordance with Rule 62-711.530(2), F.A.C.

	Outdoor Storage(tons)	Outdoor Storage (sq.ft)	Indoor Storage (tons)	Indoor Storage (sq.ft)	Total Storage (tons)
Whole waste tires:	<u>0</u>	<u>0</u>	<u>220</u>	<u>10,800</u>	<u>220</u>
Processed tires:	<u>400</u>	<u>5000</u>	<u>100</u>	<u>1600</u>	<u>500</u>
Processing residuals:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
TOTALS:	<u>400</u>	<u>5000</u>	<u>320</u>	<u>12,400</u>	

- D. For reporting quantity of tires in tons, tires will be: weighed on site ☐ weighed off site ☐
weights will be calculated ☒
- E. Facilities that will not be disposing of processed tires or processing residual on the facility site must indicate the permitted solid waste management facility where processed tires or residuals will be disposed.

1. Name of facility All parts of the shredded tire, including residuals, will be sold to different vendors. There will be no waste to be disposed.

2. Street address: _____

3. City: _____ County: _____ Zip: _____

- F. Facilities that will be delivering processed tires to consuming facilities must describe the existing or proposed markets for those processed tires.

Unusable tires will be going through the shredding system where it will be sold as either TDF, Mulch, or Crumb.

Reusable tires will be resold as whole sale to tire businesses in state or exported out to clients already established under Action Tire in Kissimmee, FL.

Part III-Attachments:

A. Facility design

NOTE: All maps, plan sheets, drawings, isometrics, cross sections, or aerial photographs shall be legible; be signed and sealed by a registered professional engineer responsible for their preparation; be of appropriate scale to show clearly all required details; be numbered, referenced to narrative, titled, have a legend of symbols used, contain horizontal and vertical scales (where applicable), and specify drafting or origination dates; and use uniform scales as much as possible, contain a north arrow and use NGVD for all elevations.

1. A topographic or section map of the facility, including the surrounding area for one mile, no more than one year old, showing land use and zoning within one mile of the facility
2. A plot plan of the facility on a scale of not less than one inch equals 200 feet. At a minimum, the plot plan shall include
 - a. The facility design, including the location and size of all storage and processing areas for used tires, unprocessed waste tires, processed waste tires, and waste tire processing residuals;
 - b. All wetlands and water bodies within the facility or within 200 feet of any storage area;
 - c. Stormwater control measures, including ditches, dikes, and other structures;
 - d. Boundaries of the facility, legal boundaries of the land containing the facility, and any easements or rights of way that are within the facility or within 200 feet of any storage area;
 - e. Location, size, and depth of all wells within the facility or within 200 feet of any storage area;
 - f. All structures and buildings that are, or will be, constructed at the facility; include those used in storage and processing operations;
 - g. All areas used for loading and unloading;
 - h. All access roads and internal roads, including fire lanes;
 - i. Location of all fences, gates, and other access control measures; and
 - j. Location of all disposal areas within the facility.

B. Facility operation.

1. A description of the facility's operation, process and products including how waste tires will be received and stored.
2. A description of the equipment used for processing tires. This description shall include the make, model, and hourly capacity of each piece of equipment.
3. Description of the waste from the process, the amount of waste expected and how and where this waste will be disposed of.
4. Statement of the maximum daily throughput and the planned daily and annual throughput.
5. A description of how the operator will maintain compliance with each of the storage requirements of Rule 62 - 711.540, F.A.C.
6. A copy of the emergency preparedness manual for the facility with a statement of the on site and off site locations where that manual will be maintained.
7. A copy of the fire safety survey
8. A description of how 75% of the annual accumulation of waste tires will be removed for disposal or recycling.

- C. Completed closing plan for the facility as required by Rule 62-711.700(2) and (3), F.A.C.

- D. Attach proof of financial responsibility as requirement by Rule 62 -711.500(3) OR a calculation showing that financial assurance documents, currently on file with the Department, are sufficient to assure closing of the waste tire site as well as any other solid waste management facility at that location.
- E. A letter from the land owner (if different from applicant) authorizing use of the land as a waste tire processing facility.
- F. If waste tires will be consumed or disposed of at the facility, attach a description of the other environmental permits that the applicant has for this use, including, permit number, date of issue, and name of issuing agency
- G. The permit fee as required in Rule 62-4, F.A.C.

Part IV-Certification:

A. Applicant:

The undersigned applicant or authorized representative of Tire Recycling Corp.
Is aware that statements made in this form and attached information are an application for a
Waste Tire Processing Facility Permit from the Florida Department of Environmental Protection and certifies that
The information in this application is true, correct and complete to the best of his knowledge and belief.
Further, the undersigned agrees to comply with the provisions of Chapter 403, Florida Statutes, and all rules and
regulations of the Department. It is understood that the Department will be notified prior to the sale or legal transfer
of the facility.


Signature of Applicant or Authorized Agent

Christian Torres, Director
Name and Title

8/9/2021
Date

B. Professional Engineer registered in Florida.

This is to certify that the engineering features of this waste tire processing facility have been
Designed/Examined by me and found to conform to engineering principals applicable to such facilities. In my
professional judgment, this facility, when properly maintained and operated will comply with all applicable statutes of
the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a
set of instructions for proper maintenance and operation of the facility.

John P. Smith, PE
Signature
Digitally signed by John P. Smith, PE
DN: cn=John P. Smith, PE, ou=HSA Golden, ou,
email=jsmith@hsagolden.com, c=US
Date: 2022.02.08 09:34:05 -05'00'

John P. Smith, PE
Name and Title

PE 63423, FBPE 9915
Florida Registration Number

HSA Golden, 11 Lake Gatlin Road
Mailing Address

Orlando, Florida 32806
City, State, Zip

407-649-5475
Telephone number

(please affix seal)

February 8, 2022
Date



Tire Recycling Corp Emergency Preparedness Manual

1. Introduction

Tire Recycling Corp facility is located in the Trinity Industrial park in the city of Kissimmee. This site will be processing waste tires to repurpose for their raw material.

2. Purpose and Scope

The purpose of this manual is to provide information and guidance for responses to emergency incidents (fire) at the Tire Recycling Corp waste tire collection, storage, and processing.

This manual addresses all facets of activities at the waste tire site. This manual, however, will be subjected to review by fire fighting agencies in the County and will be updated as the situation dictates.

3. Site Function and Limitations

The purpose for establishing this site is to provide the County residents and County businesses with a means by which they can safely dispose of their waste tires in an environmentally sound manner. By doing so, removing a fire hazard and reducing or eliminating mosquito breeding grounds can be achieved in the city of Kissimmee. An additional benefit is the utilization of chipped waste tires as fuel and other applications such as mulch.

The waste tire site is designed to safely accommodate a relatively large number of waste tires. The site may also be used for educational purposes and visited by a number of school children and other institutions. Tires are stored for a minimum amount of time and always processed as soon as possible. No waste of any kind is generated at the site.



4. Site Description

The waste tire collection and storage facility is approximately 59,649 square feet and is located on Industrial Lane east of Poinciana Blvd. at the Trinity Industrial Park center. All tires will be stored inside the facility which will have controlled access to employees only. Tires will be received by employees through the loading bays located at the back of the facility. Shredded tires will be stored outside behind the building in secured super bags.

Tires will be stored in accordance to Rule 62-711.540, F.A.C. The site is equipped with a fire suppression system that covers the entirety of the inside of the building. The area is surrounded by paving and is clear from any flammable source such as woods that may cause fire spreading.

The site is open to the public six days a week. Hours of operation and fee schedules are posted at the entrance to the office.

The waste tire collection and storage will be manned by site attendants who are in constant communication by radio with each other. Fire protection equipment is stored at the storage area, inspected and certified twice a year, and is readily available for usage in case of a fire.

5. Emergency Preparedness

Local authorities have been notified and will be kept apprised of the operations at the waste tire collection and storage site. The site is inspected by the fire marshal on an annual basis. A copy of this plan is posted at the office. Waste tire inventory is taken on a daily basis. Monthly statistics are maintained within our office.

Emergency Agencies:

Local Police Department:

(407) 846-3333
8 N Stewart Ave,
Kissimmee, FL 34741

Local Fire Department:

(407) 518-2222
101 Church St #200,
Kissimmee, FL 34741

Local Fire Tower:

(407) 742-6930
Osceola County Fire Rescue Station 64
2000 N Poinciana Blvd
Kissimmee FL, 34746



Local Hospital:

Osceola Regional
(407) 846-2266
700 W Oak St,
Kissimmee, FL 34741

Environmental:

Florida Department of Environmental Protection
(813) 632-7600
13051 North Telecom Parkway
Temple Terrace, FL 33637-0926

Every effort is made to operate the site in a safe manner. All necessary materials to contain small fire and minor run-off are maintained onsite as outlined on the emergency supply list indicated below. Materials to clean up residues are also available.

6. Emergency Supplies List

Equipment:

Absorbents
Absorbent pads
Drums
Over-packs
Barricades
Booms

Equipment:

Two-Way radios
Front-end loaders
First-aid kits
Dozers
Shovels
Fire Extinguishers
SCBA Cylinder
Camcorder

Personal Protection Equipment:

Impervious coveralls
Chemically resistant gloves
Respirators and cartridges
Hard hats
Face shields
Face masks
Goggles



7. Site Layout

See Figure 1 and 2 for site layout, waste tire collection center location, entrances and exits to the site, and location of fire hydrants that could be used to abate a potential fire.



8. Emergency Response Coordinators and Emergency Response Team

1. Emergency Response Coordinator

Primary: Christian Torres - CTO

Address: 2824 Eagle Eye Ct.
Kissimmee FL 34746

Telephone: Work: 689-244-0008
Cell: 407-452-4730

Responsibility: To ascertain the severity and magnitude of the emergency, contact the fire marshal, assign tasks to individual workers, implement the Contingency Plan, and, if necessary, order an evacuation of the premises.

Secondary: Carlos Torres - President

Address: 3759 Paradiso Cir.
Kissimmee FL 34746

Telephone: Work: 689-244-0008
Cell: 321-946-2846

Responsibility: To assist the primary emergency response coordinator to mobilize staff, if necessary, to prepare emergency equipment; to assist local response agencies, if needed to; and to supervise the cleaning up operations after the fire is completely abated.

Staff and Equipment: Rafael Figueroa

Telephone: Work: 689-244-0008
Cell: 407-460-4402

Responsibility: In charge of cleaning up operations, assign tasks to all participants, supervise packing and disposal of contaminated soil, absorbents, booms, etc.

Chain of Command:

Until the arrival of the fire marshal and local response agencies, the personnel will take command of the site. The chain of command will be as follows:

Emergency Response Primary Coordinator

Christian Torres, CTO



Emergency Response Secondary Coordinator

Carlos Torres, President

Staff and Equipment Coordinator

Rafael Figueroa

In an emergency situation where local authorities are called in, the senior officer of the responding agency (Osceola County Fire Department) shall assume command of the operations. Tire Recycling Corp. staff will then take a secondary position and will provide assistance if requested. Equipment will also be made available to the agency involved. However, Tire Recycling Corp. staff will be heavily involved in the clean-up operations after the site is secured and the fire is put out.

9. Prevention of Emergency Situations

Operations at Tire Recycling Corp. waste tire collection and storage site shall be conducted in a manner that maximizes the safety of the staff, the safety of the public, and the safety of the environment. "No Open Flame" signs will be posted at the site, and no smoking will be permitted at the site. Residents bringing in their waste tires are instructed at the entrance of safety rules, protocol, and how and where to unload their vehicles.

The prevention of fire at the waste tire center is a primary goal of the staff. We recognize the fact that in dealing with stockpiles of scrap tires, prevention is of paramount importance because of the potential size, environmental impact, and costs of a tire fire. Therefore, pre-fire plans were instituted which included the following:

1. Only authorized personnel is allowed in the area where the tires are being stockpiled.
2. The waste tire collection site is provided with emergency vehicle access routes.
3. Access routes are all asphalt-paved roads.
4. Access routes are unobstructed, can be used year-round, are well maintained, and are accessible to the fire department at all times.
7. No chemicals or flammable materials are permitted within 250 feet of the tire pile.
8. No surface waters are nearby.
9. No open air burning is permitted anywhere on the total complex. No smoking is allowed anywhere within the facility building.



10. Fire hydrants are located at the complex and can provide adequate water to suppress a fire.
11. All vehicles (e.g., front-end loader, trucks) operating at the tire storage area are equipped with a fire extinguisher.
12. Site inspections are conducted by the Osceola County Fire Marshal on an annual basis.

10. Emergency Procedures

In a major fire, it is unlikely that Tire Recycling Corp.'s resources will be sufficient to completely control the fire. In this case, the goal of the staff is to protect the public and employees, protect the site, evacuate, and immediately notify the local fire agency.

Whenever an actual emergency situation arises, the emergency coordinator on-site shall take the responsibility for implementing this Contingency Plan. The emergency coordinator must immediately identify the nature, extent, and location of fire (where in the pile the fire started). Furthermore, the emergency coordinator must also assess possible hazard to the human health and the environment caused by the fire. Evacuation of civilians, a life safety consideration, should be considered as a highest priority by the coordinator. No strategy for managing the incident should bypass evacuation consideration. Any areas exposed to the smoke plume or subject to such exposure from shifting winds should be evacuated as a precaution.

Should an emergency occur, the emergency coordinator must take reasonable measures to ensure that the fire will not spread to the rest of the pile or to the adjacent facilities or equipment. If the fire is minor, loaders may be used to remove the unaffected tires from the piles. Extinguishers and water hoses may assist in this case. If the fire is major, neither the emergency coordinator nor his staff should approach the pile; this should best be left for the local fire agency which is equipped to handle such a situation.

Public agencies, as identified in the prefire plan, should be contacted in the earliest possible stages of the incident. If possible, the emergency coordinator should provide the local fire agencies with any information pertinent to the incident prior to their arrival at the site.

The use of heavy equipment such as front-end loaders and mid-size bulldozers are necessary in gaining access and removing unburned tires from the pile. Since the responding fire agencies may not provide such equipment, the emergency coordinator may be included to provide this task using Tire Recycling Corp.'s equipment (on-site) and staff.

During emergencies, accurate information gathering is essential. Such information could be coordinated and provided by the emergency coordinator. Examples include gauging the hot spots, the fire's locations, and the rate of spreading.

In the event of a small fire, the person discovering this fire (an attendant) must make a determination as to whether or not it can be extinguished safely and quickly with the available fire extinguishers. If it is determined that the fire can be



easily extinguished with the available tools, notification of emergency coordinator should then be followed by taking an appropriate action.

The emergency response coordinator shall be notified immediately, and he shall determine if the site should be evacuated and if local agencies need to be immediately contacted. Additionally, the emergency response coordinator should determine if it is necessary to seal the stormwater outfall at the northeast corner of the Industrial Park. If deemed necessary, soil or sorbent material should be placed at the headwall of the stormwater pipe to preclude oily materials from migrating off-site.

If the person(s) first discovering the fire assesses the situation and determines that the fire cannot be handled by the staff at the site, the fire department, the Sheriff's Office, and the local hospital will be immediately notified. This person(s) also should immediately order an evacuation of the personnel on-site.

11. Evacuation

In case of emergency and the on-site emergency coordinator deems it necessary to evacuate, he/she shall give the instructions to immediate evacuate. Upon receiving the instructions, the staff shall leave the site by the nearest exit. Special attention will be paid to clients and visiting guests present on the site to ensure their safety and assist their egress.

Upon evacuation of the site, all personnel are to proceed directly to the rallying point. Upon evacuation, all non-responsive personnel shall be kept a safe distance from the site. Traffic on roads leading into the complex will be stopped or rerouted, if necessary.

Rallying Point: Far parking lot in front of the building.

12. Notification

In the event of fire, all personnel at the site must be immediately notified. Should the emergency coordinator determine that outside assistance is needed or notification of local emergency response authorities is warranted, he should:

1. Call the fire department first (dial "9-1-1")



2. Call the local hospital (if necessary)
3. Call the Sheriff's Office
4. Notify adjacent and nearby businesses.

The emergency coordinator must be available to help the local emergency authorities. Should the coordinator decide that evacuation of the local area is advisable, he should notify the above three agencies of his assessment. Having done so, the emergency coordinator must then proceed to inform the environmental protection agencies at the local, State, and Federal levels.

13. Follow-Up

The emergency coordinator must note in the operating record the time, date, and details of any incident which requires implementing this Contingency Plan. The coordinator must develop a written report on the incident within 10 days after its occurrence.

1. All information included in the initial emergency notification and information indicated above. The report should also include information updating the original report.
2. Actions taken to respond to and contain the run-off/release resulting from the fire.
3. An assessment of actual or potential hazards to human health and the environment where this is applicable. This should include any known or anticipated acute or chronic health risks associated with the run-off/release resulting from the fire.
4. Advice regarding medical attention necessary for exposed individuals.
5. Estimated quantity and disposition of recovered materials that resulted from the incident
6. A critique of the emergency response plan and how it was implemented.
7. Copies are to be forwarded to local and State emergency groups.

14. After the Fire Clean-Up

Environmental impacts associated with large tire fire could be substantial. Extreme heat turns rubber into oil. A standard passenger car tire can generate about two gallons of oil as it burns and liquefies. The danger associated with this oil is that it could leach into the soil and reach the shallow drinking water aquifer thus contaminating a very valuable drinking water source.

It is imperative to contain the run-off from the pile as well as all residues resulting from the incident. A tire fire should be treated as a hazmat incident. Environmental contamination must be monitored for surface water in the retention pond.



Air pollution monitoring will be best left to the Florida Department of Environmental Protection to carry out since they are better equipped to handle this task.

Immediately after the emergency, the emergency coordinator shall provide for treating, storing, or disposing of recovered waste, or any other material that results from the fire.

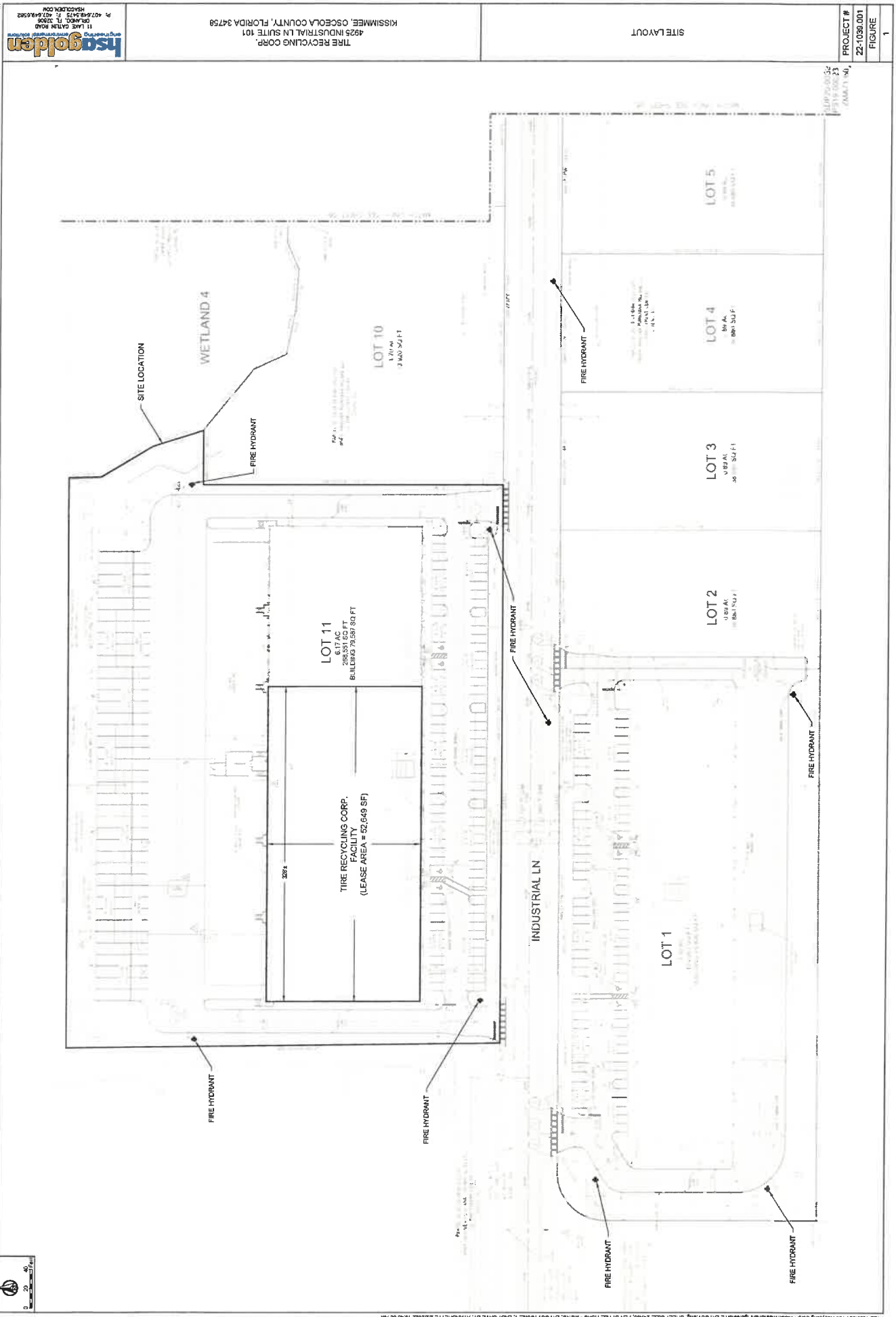
The emergency coordinator must ensure that in the affected areas of the site.

1. All clean up operations are completed.
2. All emergency equipment listed in the Contingency Plan and indicated earlier are cleaned and ready for its intended use (if used) before the waste tire collection site is open for business again.

Contaminated equipment shall be cleaned with an appropriate solvent, and the discarded solution handled in an environmentally sound manner (may be treated as Emergency Preparedness Manual hazardous waste). Contaminated soils should be handled in accordance with the appropriate provisions of Chapter 62 of the Florida Administrative Code.



SITE LAYOUT DWG



SITE LAYOUT

THE RECYCLING CORP.
4925 INDUSTRIAL LN SUITE 101
KISSIMMEE, OSCEOLA COUNTY, FLORIDA 34758

hsa golden
Engineering & Surveying
11 LAKE CIRCLE ROAD
DELMAR, DE 19706
P: 407.648.2475 F: 407.648.2582
HSA@GOLDEN.COM

PROJECT #	22-1039.001
FIGURE	1



FLOOR PLAN DIMS

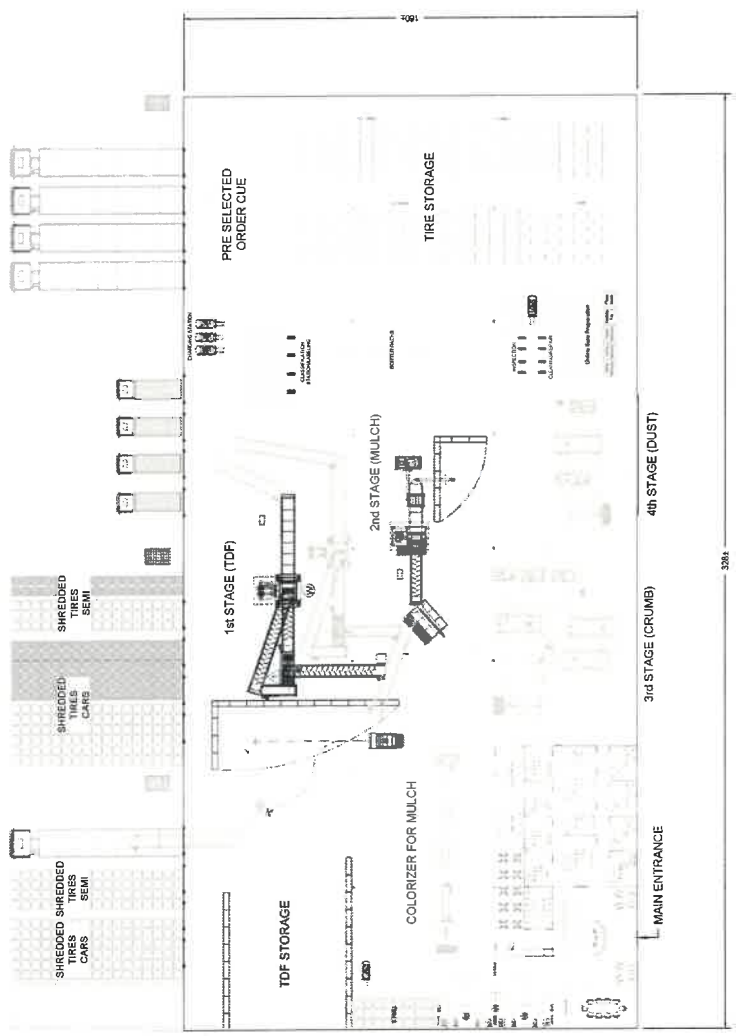
hsa golden
Engineering & Construction Solutions
17 LAKE BLAINE ROAD
OSMA, FL 32060
P. 407.848.5075 F. 407.848.0282
HSA.GOLDEN.COM

MID-FLORIDA MATERIALS
PLYMOUTH, FLORIDA

FIRST FLOOR PLAN

PROJECT #	04-280.040
FIGURE	2

- NOTE:
1. 1st STAGE AND 2nd STAGE WILL BE INSTALLED PRIOR TO INITIAL OPERATION
 2. EQUIPMENTS SHOWN AS SCREENED IS TO BE INSTALLED AFTER INITIAL OPERATION



FLOOR PLAN



4925 Industrial Ln.
Kissimmee FL, 34758
Ph. 1-689-244-0008
<https://tirerecyclingcorp.com>

Part III Answers/Attachments - B

1. A description of the facility's operation, process and products including how waste tires will be received and stored.

- The facility will be used primarily as a shredding facility to produce TDF, mulch, and crumb. It will also be operating as a "used" tire wholesaler to independent tire businesses in FL and exported out to places such as the Dominican Republic where a business relationship has already been established with a number of purchasers. Tires will be received from multiple suppliers in FL. The tires will be delivered to our facilities via semi-truck or box trucks. The will be unloaded at our facilities where they will be sorted by grade, size, and quality. Any unusable tire will be sent to the shredding system to be processed. Processed tires are to be stored in sealed super bags. Shredders and storage will be located inside the facility. NO tire will be stored outside. Super bags with the shredded tire product will be stored inside and outside.

2. A description of the equipment used for processing tires. This description shall include the make, model, and hourly capacity of each piece of equipment.

- The shredding equipment will come from a company by the name of EcoGreen located in Salt Lake City, Utah. The equipment will consist of 4 processes: shredding of the whole tire for TDF or further processing, Shredder to make mulch size rubber and separates the wire from the tire, shredder to make rubber crumb and separate the fiber from the tire, and finally shredder to rubber dust. Attached are the spec sheets for each of the shredding units. The following is the equipment names and capacity per stage:

Stages	Model #	Description	Capacity (tons/hr)
1	TDS-TS-10-150-1	Green Giant	30
2	WC-GR-10-38-2	Dual Magnet Wire-Free Chip Grater 101 Module with Screening to produce up to 4 sizes.	12
3	CR-GN-3.5-12-1	Crumb Rubber Granulator 200 Module with Fiber Extraction	2
4	RP-KB-1.5-850-1	Rubber Powder Drumbuster 76 Module	1.5

3. Description of the waste from the process, the amount of waste expected and how and where this waste will be disposed of.

- All parts fo the shredded tire will be sold to different vendors which means that there will be no waste out of the process.

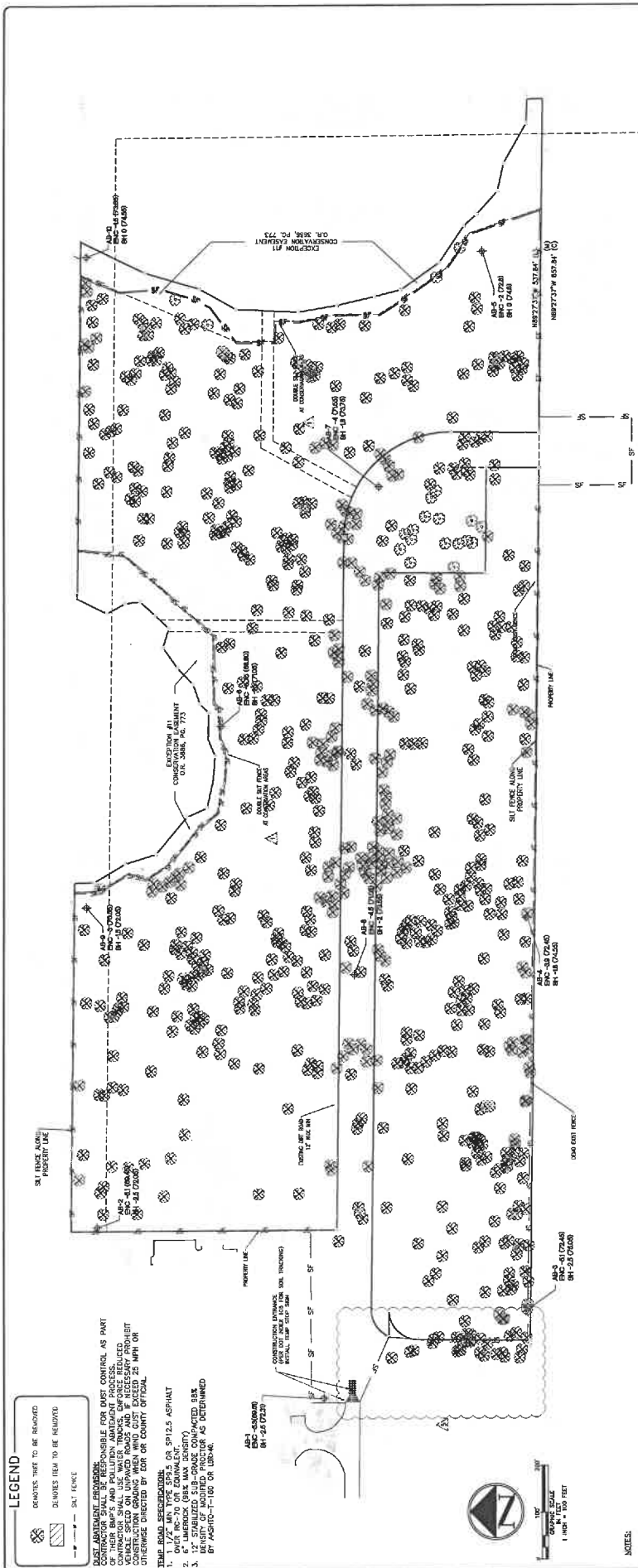
4. Statement of the maximum daily throughput and the planned daily and annual throughput.

- For the first year, we would be receiving ~100,000 tires a month from a single client. These will be received in semi-trailers that will be left at the facility for unloading. Once the trailer is unloaded, the client will come back to pick up the semi-trailer. The trailers should be empty and ready for pickup in approximately 24 hours.



4925 Industrial Ln.
Kissimmee FL, 34758
Ph. 1-689-244-0008
<https://tirerecyclingcorp.com>

5. **A description of how the operator will maintain compliance with each of the storage requirements of Rule 62 -711.540, F.A.C.**
 - A sign in the front office will be posted with the detailing the prices for dropping off tires and stating the operation times for the office and times when drop offs will be accepted. Detailed rules will be available inside. There will not be any open flames operating anywhere near the facility. Tires will only be received when the plant is operating and an employee is able to tend to the customer. There will always be an employee that will guide the customer on how to dispose of the tires. The facilities will be closed and secured when not operating. Fire survey will be attached to this application once it is submitted. The emergency preparedness manual will be attached to this application once it is submitted. Tires will be stacked up to 15ft height. The ceiling on the building is 35ft high. Tires will be more than 3 ft clear from the sprinkler deflectors. Sprinklers systems will be compliant with "The Standard for Storage of Rubber Tires," NFPA 231D. All the roads will be clear and unimpeded.
6. **A copy of the emergency preparedness manual for the facility with a statement of the on site and off site locations where that manual will be maintained.**
 - A copy of the emergency preparedness manual will be attached once submitted. A copy will be kept at the offices in the warehouse and an additional copy will be kept in the permit holders personal vehicle.
7. **A copy of the fire safety survey**
 - A current copy of the fire safety survey will be attached.
8. **A description of how 75% of the annual accumulation of waste tires will be removed for disposal or recycling.**
 - Waste tires will be shredded as soon as they are received. The wholesale tires will be sold or kept in inventory and/or sold as retail.



NOTES

1. ALL ROOTS SHALL BE MAINTAINED/REMOVED TO PREVENT CONTACT ENGINEERS PRIOR TO CONSTRUCTION.
2. ALL PILES SHALL BE MAINTAINED/REMOVED/VERY DAILY TO REMOVE ANY TOP TRANSPORTED ONTO THE EXISTING PAVED ROADWAYS.
3. ALL DISTURBED AREAS SHALL BE SHAVED AND GRAZED TO PROMOTE POSITIVE BRAZING.
4. CONTRACTOR TO OBTAIN ALL PERMITS ASSOCIATED WITH ALL REMEDIATION ACTIVITIES.
5. ALL BASECOURS AND EXISTING CONTROL DEVICES ARE TO BE MAINTAINED AND REMAIN INTACT UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETED.
6. ALL REMEDIATION ACTIVITIES SHALL BE COMPLETED WITHIN THE MINIMUM REQUIREMENTS OF THE FEDERAL, STATE AND LOCAL AGENCIES.
7. WHEN ANY ROOTS OF EXISTING TREES ARE ENCOUNTERED DURING LAND CLEARING AND/OR GRADING OF THE SITE, THE ROOTS MUST BE CUT OFF SYSTEM WITH CLEAN SHARP PRUNING TOOLS. THE CONTRACTOR/DEVELOPER SHALL MINIMIZE THE DAMAGE TO EXISTING TREES BY CUTTING THEM AT THE BASE OF THE TRUNK.
8. TREES SHALL BE MAINTAINED AND THE UNIVERSITY LAND SHALL BE MAINTAINED.
9. ALL FILL SHALL BE PLACED IN LEVEL LIFTS OF 10 TO 12 INCHES. EACH LIFT SHOULD BE COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY AS RECOMMENDED BY THE GEOTECHNICAL REPORT.
10. ALL ORGANIC SOIL LAMINAE FOUND ON THIS SITE SHALL BE REMOVED AND DISPOSED PER THE GEOTECHNICAL REPORT RECOMMENDATION.
11. POWER AND TELEPHONE POLES TO BE RELOCATED AS NECESSARY.
12. ANY AREAS EXPOSED BY CLEARING AND GRUBBING SHALL BE LIMITED TO 10 ACRES AT A TIME PER LOC 4.5-4C.
13. ALL CLEARING CONSTRUCTION SITE CLEARING AND GRUBBING SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL EXISTING TREES AND ALL OTHER OBSTRUCTIONS TO THE CONSTRUCTION OF THE PROJECT, INCLUDING ALL EXISTING FENCE LINES.
14. DURING THE BURIAL OF EXISTING AREAS, AND OF ALL OTHER STRUCTURES AND OBSTRUCTIONS NECESSARY TO BE REMOVED AS DESCRIBED ON THE APPROVED PLANS, THE WORK SHALL INCLUDE DISPOSAL OF THE EXISTING VEGETATION, LEISERS OR OTHER UNSUITABLE MATERIALS IN A MANNER SUITABLE TO THE ENGINEER AND GEOTECHNICAL, ALL CLEARING AND GRUBBING SHALL COMPLY WITH THE CITY STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION, MOST CURRENT EDITION.
15. CUT AND FILL EQUIPMENT FOR THE PROJECT SHALL MAINTAIN ONE AND THREE INCHES OF FILL FROM THIS SITE.
16. ALL FILL SHALL BE MAINTAINED AND THE UNIVERSITY LAND SHALL BE MAINTAINED.
17. ALL FILL SHALL BE MAINTAINED AND THE UNIVERSITY LAND SHALL BE MAINTAINED.
18. ALL FILL SHALL BE MAINTAINED AND THE UNIVERSITY LAND SHALL BE MAINTAINED.

[illegible]SDP20-0032
PS19-00023
ZMA71-60

SHEET No. 21

EROSION CONTROL PLAN


TRINITY INDUSTRIAL CENTER

HWA
8 BROADWAY, SUITE 104, KISSIMEE, FLORIDA 33741-2708
PHONE: (407) 847-8433
FAX: (407) 847-2199
SURVEY FAX: (407) 847-2199
CENT. OF AUTHOR. NO. 3265/SUR. CERT. OF PLANNING
ENGINEERING, SURVEYING AND PAVING
anson, Walter & Associates, Inc.

[illegible]



NOTES:
DEWATERING OPERATIONS SHALL ADOPT BY LDC 4.12.1.F AND PROVIDE MINIMUM DRAINAGE OF THE GROUNDWATER OUTSIDE THE EXCAVATION. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF THE DRAINAGE OPERATIONS. THE CONTRACTOR SHALL RECOVER EQUIPMENTS THAT THE DRAINAGE OPERATION CAUSED FLUCTUATIONS IN THE GROUND WATER TABLE IN ADJACENT WATER BOODIES, WETLAND AREAS OF WATER SUPPLY WELLS. DEWATERING OPERATION SHALL BE TERMINATED UNTIL THE CONTRACTOR SUBMIT A DRAINAGE PLAN IS DEVELOPED AND APPROVED BY THE COUNTY.

[illegible]


HWA
 8 BRUNSWICK, SUITE 104, KESSELMER, FLORIDA 33741-5708
 PHONE: (407) 847-9433
 ENGINEERING FAC: (215) 442-1045 SURVEY FAX: (407) 847-2488
 ENG. CERT. OF AUTH. NO. 3270 SUR. CERT. OF AUTH. NO. 3270
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

SDP20-0032
PS19-00023
ZMA71-60

SHEET No. 04 of 21

DEWATERING PLAN POND A

TRINITY INDUSTRIAL CENTER




HWA
 8 BRUNSWICK, SUITE 104, KESSELMAN, FLORIDA 32741-5708
 PHONE: (407) 847-9433
 ENGINEERING FAC: (215) 442-1045 SURVEY FAX: (407) 847-2488
 ENG. CERT. OF AUTHOR. No. 3270
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

SDP20-0032
PS19-00023
ZMA71-60

SHEET No. 04 of 21

DEWATERING PLAN POND A

TRINITY INDUSTRIAL CENTER




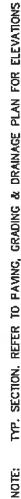
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 8 BRUNSWICK, SUITE 104, KESSELMAN, FLORIDA 32741-5708
 PHONE: (407) 847-9433
 ENGINEERING FAC: (215) 442-1045 SURVEY FAX: (407) 847-2488
 ENG. CERT. OF AUTHOR. No. 3270
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

[illegible][illegible][illegible][illegible]

ABSOLUTE 12 IN. / 72 IN. DECK STRIP $P = 7.50$ INCHES
 SURFACE AREA OF REINFORCEMENT AREA = 1.50 AC
 RAINFALL VOLUME (cu ft) = 7.50 INCHES $\times \frac{1}{12} \times 1.50$ AC = 0.94 AC FT.

[illegible]

STRENGTHEN BLANKET SHALL BE PREVENTED FROM ENTERING UNDESIRABLE AREA, A BURN SHALL BE CONSTRUCTED A MINIMUM OF 12" ABOVE EXISTING GRADE. GRAVE AREA TO BEAN AWAY FROM DENSITING ACTIVITIES AREA. CLASH DOWNSIDE DURING HEAVY RAINFALL DURING.



8 BROADWAY, SUITE 104, KISSIMEE, FLORIDA 34741-3708
PHONE: (407) 847-9433
ENGINEERING FAX: (321) 442-1045 SURVEY FAX: (407) 847-2490
ENG. CERT. OF AUTHOR, No. 3285/SUR. CERT. OF AUTHOR, No. 3270
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

HWA

8 BROADWAY, SUITE 104, KISSIMEE, FLORIDA 32741-5708
PHONE: (407) 647-4433

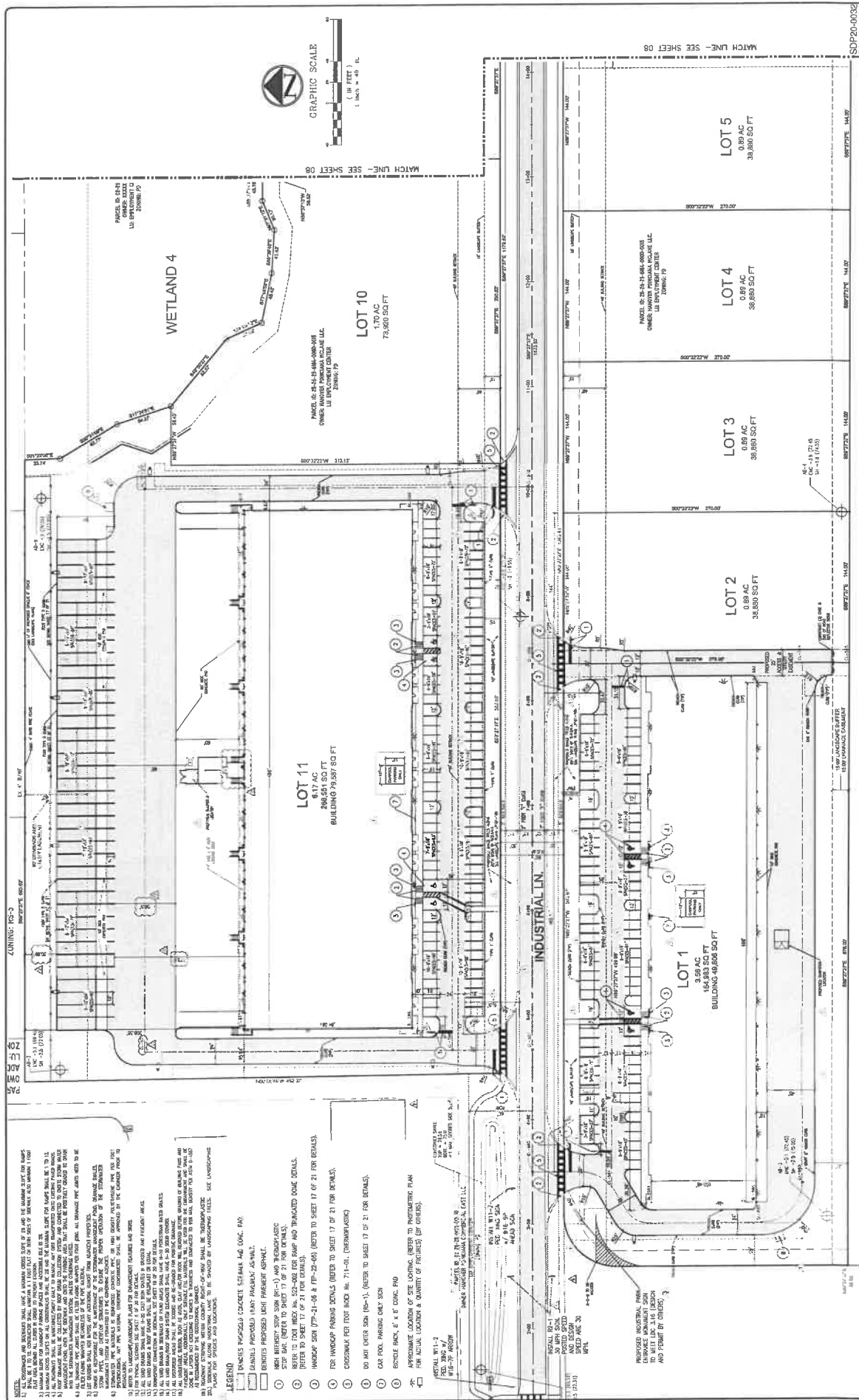
ENGINEERING FAX: (321) 442-1046 SURVEY FAX: (407) 647-2460
INSURANCE CERT. OF AUTHORITY No. 3285/SUR. CERT. OF AUTHORITY No. 3270

ENGINEERING, SURVEYING AND PLANNING

Hanson, Walter & Associates, Inc.

DEWATERING PLAN POND A

SHEET No
04-A of 21
No 9302-01



ORDER NO. _____ DRAWING NO. _____ SCALE _____ DATE 12/17/22 OUT (see also) _____	3/4" = 1' 32' 2/32" = 1' 32' 1/32" = 1' 32' 1/64" = 1' 32' 1/128" = 1' 32' 1/256" = 1' 32' 1/512" = 1' 32' 1/1024" = 1' 32' 1/2048" = 1' 32' 1/4096" = 1' 32' 1/8192" = 1' 32' 1/16384" = 1' 32' 1/32768" = 1' 32' 1/65536" = 1' 32' 1/131072" = 1' 32' 1/262144" = 1' 32' 1/524288" = 1' 32' 1/1048576" = 1' 32' 1/2097152" = 1' 32' 1/4194304" = 1' 32' 1/8388608" = 1' 32' 1/16777216" = 1' 32' 1/33554432" = 1' 32' 1/67108864" = 1' 32' 1/134217728" = 1' 32' 1/268435456" = 1' 32' 1/536870912" = 1' 32' 1/1073741824" = 1' 32' 1/2147483648" = 1' 32' 1/4294967296" = 1' 32' 1/8589934592" = 1' 32' 1/17179869184" = 1' 32' 1/34359738368" = 1' 32' 1/68719476736" = 1' 32' 1/137438953472" = 1' 32' 1/274877906944" = 1' 32' 1/549755813888" = 1' 32' 1/1099511627776" = 1' 32' 1/2199023255552" = 1' 32' 1/4398046511104" = 1' 32' 1/8796093022208" = 1' 32' 1/17592186044416" = 1' 32' 1/35184372088832" = 1' 32' 1/70368744177664" = 1' 32' 1/140737488355328" = 1' 32' 1/281474976710656" = 1' 32' 1/562949953421312" = 1' 32' 1/1125899906842624" = 1' 32' 1/2251799813685248" = 1' 32' 1/4503599627370496" = 1' 32' 1/9007199254740992" = 1' 32' 1/18014398509481984" = 1' 32' 1/36028797018963968" = 1' 32' 1/72057594037927936" = 1' 32' 1/144115188075855872" = 1' 32' 1/288230376151711744" = 1' 32' 1/576460752303423488" = 1' 32' 1/1152921504606846976" = 1' 32' 1/2305843009213693952" = 1' 32' 1/4611686018427387904" = 1' 32' 1/9223372036854775808" = 1' 32' 1/18446744073709551616" = 1' 32' 1/36893488147419103232" = 1' 32' 1/73786976294838206464" = 1' 32' 1/147573952589676412928" = 1' 32' 1/295147905179352825856" = 1' 32' 1/590295810358705651712" = 1' 32' 1/1180591620717411303424" = 1' 32' 1/2361183241434822606848" = 1' 32' 1/4722366482869645213696" = 1' 32' 1/9444732965739290427392" = 1' 32' 1/18889465931478580854784" = 1' 32' 1/37778931862957161709568" = 1' 32' 1/75557863725914323419136" = 1' 32' 1/151115727451828646838272" = 1' 32' 1/302231454903657293676544" = 1' 32' 1/604462909807314587353088" = 1' 32' 1/1208925819614629174706176" = 1' 32' 1/2417851639229258349412352" = 1' 32' 1/4835703278458516698824704" = 1' 32' 1/9671406556917033397649408" = 1' 32' 1/19342813113834066795298816" = 1' 32' 1/38685626227668133590597632" = 1' 32' 1/77371252455336267181195264" = 1' 32' 1/154742504910672534362390528" = 1' 32' 1/309485009821345068724781056" = 1' 32' 1/618970019642690137449562112" = 1' 32' 1/1237940039285380274899124224" = 1' 32' 1/2475880078570760549798248448" = 1' 32' 1/4951760157141521099596496896" = 1' 32' 1/9903520314283042199192993792" = 1' 32' 1/19807040628566084398385987584" = 1' 32' 1/39614081257132168796771975168" = 1' 32' 1/79228162514264337593543950336" = 1' 32' 1/158456325028528675187087900672" = 1' 32' 1/316912650057057350374175801344" = 1' 32' 1/633825300114114700748351602688" = 1' 32' 1/1267650600228229401496703205376" = 1' 32' 1/2535301200456458802993406410752" = 1' 32' 1/5070602400912917605986812821504" = 1' 32' 1/10141204801825835211973625643008" = 1' 32' 1/20282409603651670423947251286016" = 1' 32' 1/40564819207303340847894502572032" = 1' 32' 1/81129638414606681695789005144064" = 1' 32' 1/162259276829213363391778010288128" = 1' 32' 1/324518553658426726783556020576256" = 1' 32' 1/649037107316853453567112041152512" = 1' 32' 1/1298074214633706907134224082305024" = 1' 32' 1/2596148429267413814268448164610048" = 1' 32' 1/5192296858534827628536896329220096" = 1' 32' 1/10384593717069655257073792658440192" = 1' 32' 1/20769187434139310514147585316880384" = 1' 32' 1/41538374868278621028295170633760768" = 1' 32' 1/83076749736557242056590341267521536" = 1' 32' 1/166153499473114484113180682535042672" = 1' 32' 1/332306998946228968226361365070085344" = 1' 32'
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STORM DRAINAGE - STRUCTURES	
STRUCTURE	STRUCTURE DATA
CS-WC7 --WCS	FOUR-WCS R. 14-1271.49 C. 202+29.210 15' (WC) RIV. BY = 20.00'
CS-WC13--WCS	FOUR-WCS R. 14-181.68 C. 202+11.600 15' (WC) RIV. BY = 20.00'

[illegible][illegible][illegible]

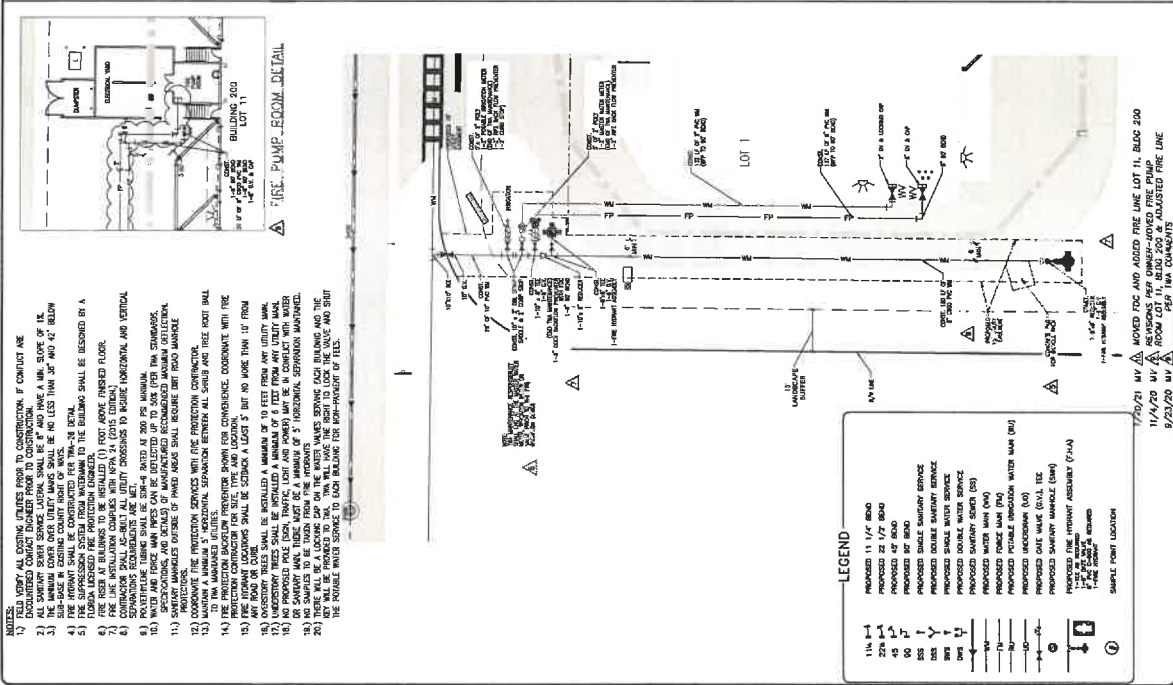
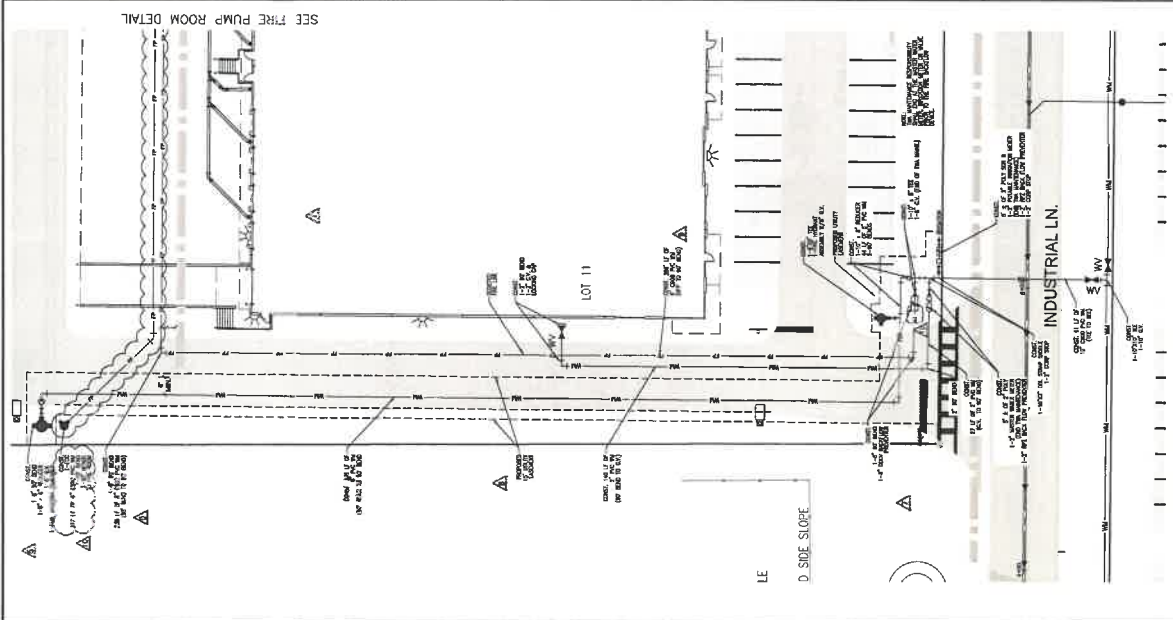
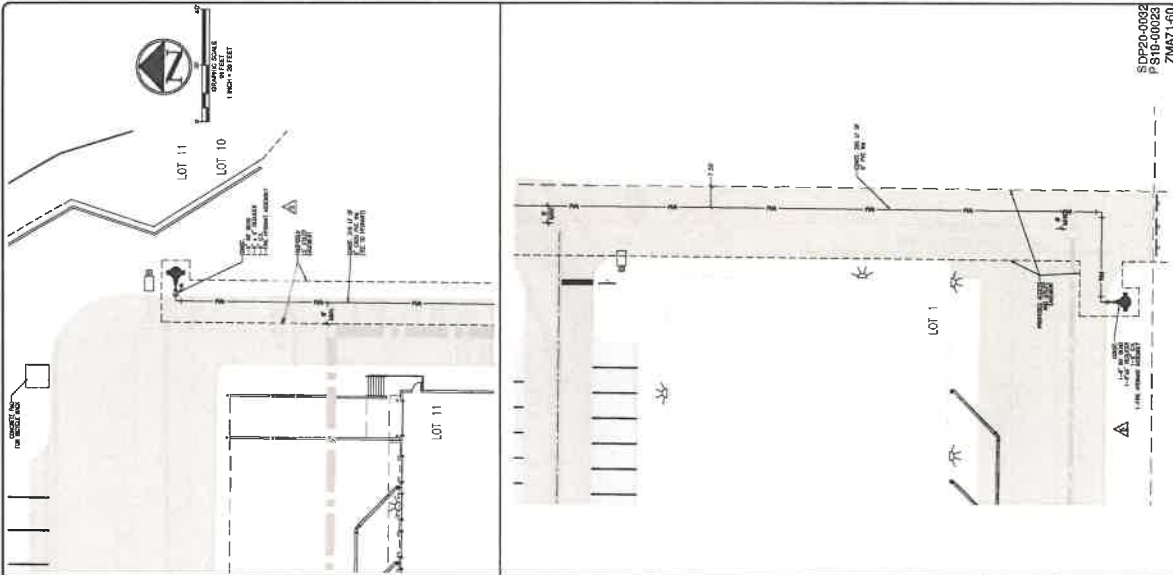
STERN STRUCTURE TABLE			
STRUCTURE	COMMON	DESCRIPTION	PER ELEMENT
UNIT 1	1-5	UNIT 1	1-5
UNIT 2	6-10	UNIT 2	6-10
UNIT 3	11-15	UNIT 3	11-15
UNIT 4	16-20	UNIT 4	16-20
UNIT 5	21-25	UNIT 5	21-25
UNIT 6	26-30	UNIT 6	26-30
UNIT 7	31-35	UNIT 7	31-35
UNIT 8	36-40	UNIT 8	36-40
UNIT 9	41-45	UNIT 9	41-45
UNIT 10	46-50	UNIT 10	46-50
UNIT 11	51-55	UNIT 11	51-55
UNIT 12	56-60	UNIT 12	56-60
UNIT 13	61-65	UNIT 13	61-65
UNIT 14	66-70	UNIT 14	66-70
UNIT 15	71-75	UNIT 15	71-75
UNIT 16	76-80	UNIT 16	76-80
UNIT 17	81-85	UNIT 17	81-85
UNIT 18	86-90	UNIT 18	86-90
UNIT 19	91-95	UNIT 19	91-95
UNIT 20	96-100	UNIT 20	96-100
UNIT 21	101-105	UNIT 21	101-105
UNIT 22	106-110	UNIT 22	106-110
UNIT 23	111-115	UNIT 23	111-115
UNIT 24	116-120	UNIT 24	116-120
UNIT 25	121-125	UNIT 25	121-125
UNIT 26	126-130	UNIT 26	126-130
UNIT 27	131-135	UNIT 27	131-135
UNIT 28	136-140	UNIT 28	136-140
UNIT 29	141-145	UNIT 29	141-145
UNIT 30	146-150	UNIT 30	146-150
UNIT 31	151-155	UNIT 31	151-155
UNIT 32	156-160	UNIT 32	156-160
UNIT 33	161-165	UNIT 33	161-165
UNIT 34	166-170	UNIT 34	166-170
UNIT 35	171-175	UNIT 35	171-175
UNIT 36	176-180	UNIT 36	176-180
UNIT 37	181-185	UNIT 37	181-185
UNIT 38	186-190	UNIT 38	186-190
UNIT 39	191-195	UNIT 39	191-195
UNIT 40	196-200	UNIT 40	196-200
UNIT 41	201-205	UNIT 41	201-205
UNIT 42	206-210	UNIT 42	206-210
UNIT 43	211-215	UNIT 43	211-215
UNIT 44	216-220	UNIT 44	216-220
UNIT 45	221-225	UNIT 45	221-225
UNIT 46	226-230	UNIT 46	226-230
UNIT 47	231-235	UNIT 47	231-235
UNIT 48	236-240	UNIT 48	236-240
UNIT 49	241-245	UNIT 49	241-245
UNIT 50	246-250	UNIT 50	246-250
UNIT 51	251-255	UNIT 51	251-255
UNIT 52	256-260	UNIT 52	256-260
UNIT 53	261-265	UNIT 53	261-265
UNIT 54	266-270	UNIT 54	266-270
UNIT 55	271-275	UNIT 55	271-275
UNIT 56	276-280	UNIT 56	276-280
UNIT 57	281-285	UNIT 57	281-285
UNIT 58	286-290	UNIT 58	286-290
UNIT 59	291-295	UNIT 59	291-295
UNIT 60	296-300	UNIT 60	296-300
UNIT 61	301-305	UNIT 61	301-305
UNIT 62	306-310	UNIT 62	306-310
UNIT 63	311-315	UNIT 63	311-315
UNIT 64	316-320	UNIT 64	316-320
UNIT 65	321-325	UNIT 65	321-325
UNIT 66	326-330	UNIT 66	326-330
UNIT 67	331-335	UNIT 67	331-335
UNIT 68	336-340	UNIT 68	336-340
UNIT 69	341-345	UNIT 69	341-345
UNIT 70	346-350	UNIT 70	346-350
UNIT 71	351-355	UNIT 71	351-355
UNIT 72	356-360	UNIT 72	356-360
UNIT 73	361-365	UNIT 73	361-365
UNIT 74	366-370	UNIT 74	366-370
UNIT 75	371-375	UNIT 75	371-375
UNIT 76	376-380	UNIT 76	376-380
UNIT 77	381-385	UNIT 77	381-385
UNIT 78	386-390	UNIT 78	386-3

TABLE NOTES:
1) ROW DIVISION FOR CUMULATIVE IS THE SIZE OF



DESIGN	—	S.E. NO.	—	SEC.	02	PER TPA COMMENTS	1/21/21	BY	WV	NO. 1547870	FOR LOT 1 HYDRANT
DRAWN	—	SCALE	—	TWP.	28S	PER TPA COMMENTS	1/20/21	BY	WV	NO. 1547870	FOR LOT 1 HYDRANT
DIVIDED	—	AS SHOWN	—	RANGE	28E	PER TPA COMMENTS	1/20/21	BY	WV	NO. 1547870	FOR LOT 1 HYDRANT
DATE	1/21/21	DATE	1/21/21	REVISIONS	—	PER TPA COMMENTS	1/20/21	BY	WV	NO. 1547870	FOR LOT 1 HYDRANT

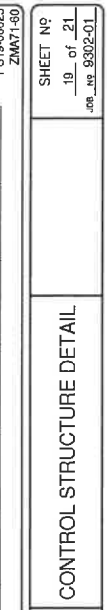
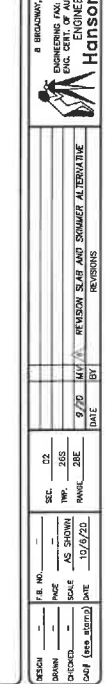
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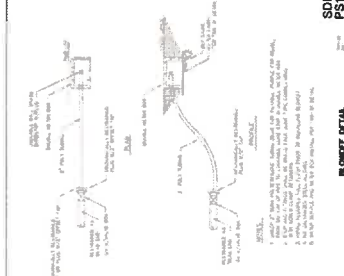
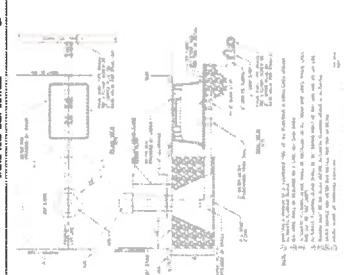
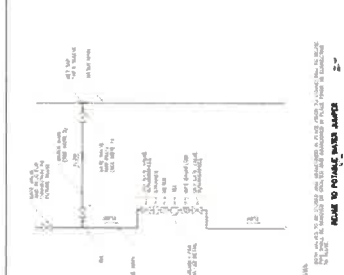
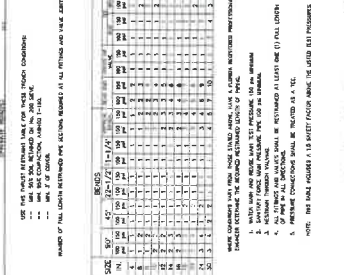
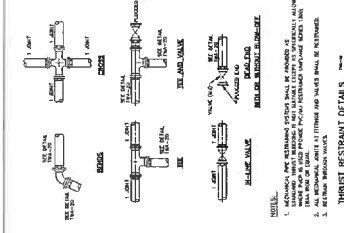
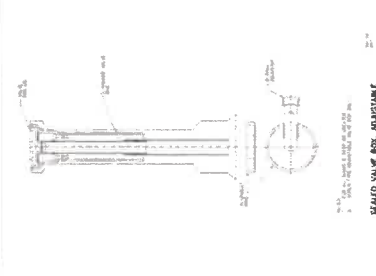
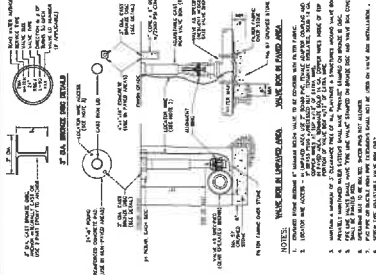
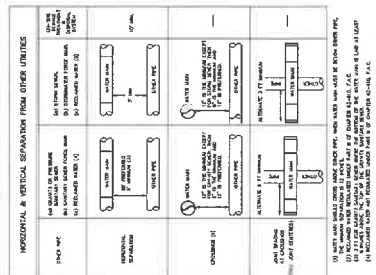
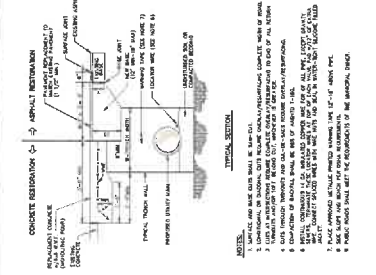
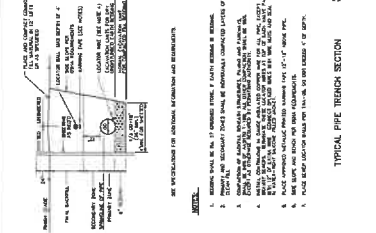
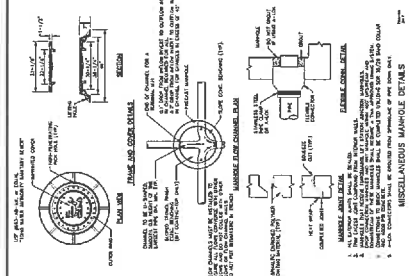
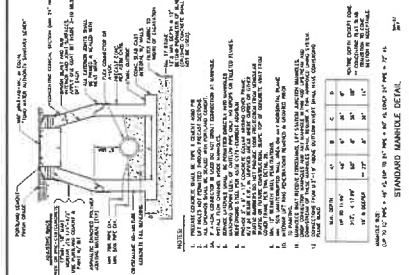
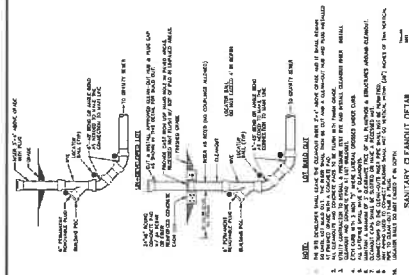
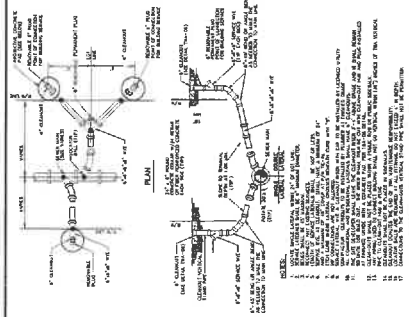
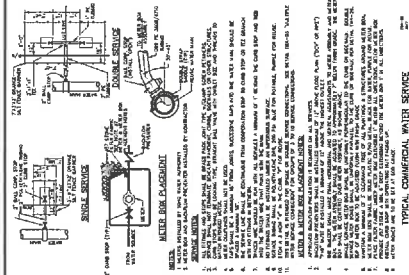
- NOTES:**
- 1) FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. IF CONFLICT ARE ENCOUNTERED, CONTACT THE UTILITY OWNER FOR RESOLUTION.
 - 2) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 3) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 4) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 5) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 6) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 7) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 8) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 9) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 10) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 11) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 12) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 13) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 14) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 15) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 16) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 17) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 18) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 19) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.
 - 20) THE MINIMUM COVER OVER ALL UTILITIES SHALL BE 48" UNLESS OTHERWISE NOTED.

LEGEND

11" x 11"	PROPOSED 11" x 11" RIGID
22" x 22"	PROPOSED 22" x 22" RIGID
48"	PROPOSED 48" RIGID
60"	PROPOSED 60" RIGID
72"	PROPOSED 72" RIGID
84"	PROPOSED 84" RIGID
96"	PROPOSED 96" RIGID
108"	PROPOSED 108" RIGID
120"	PROPOSED 120" RIGID
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	TRINITY INDUSTRIAL CENTER	CONTROL STRUCTURE DETAIL	9
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DESIGN	—	F.B. NO.	—	SEC.	02
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ENGINEERING F&C (INC.)
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Trinity Insurance
Associates, Inc.
34741-5708
(407) 847-2495
AUTHOR. No. 3270
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LEASE



(TRINITY INDUSTRIAL CENTER)

THIS LEASE, dated 7/12, 2021 (the "Effective Date"), is made by and between Hanover Poinciana McClane, LLC, a Florida limited liability company ("Landlord"), and Tire Recycling Corp., a Florida corporation (d/b/a ECD Automotive Design) (the "Tenant").

WITNESSETH:

Landlord and Tenant, in consideration of the following mutual covenants, hereby agree as follows:

- DEMISE.** Landlord does lease to Tenant, and Tenant does lease from Landlord, a portion of the real property and improvements to be located at 200 Robert McLane Boulevard, Kissimmee, Florida, known, or to be known, as Trinity Industrial Center, as shown on Exhibit A (the "Property"), described as approximately 52,649 rentable square feet ("RSF"), more or less, to be located in "Building 200" (the "Building"), as shown on the attached Exhibit A-1 ("Premises"). As an appurtenance to the Premises, Landlord grants to Tenant a revocable, nonexclusive license to use, in common with others, all areas designated by Landlord from time to time as Common Facilities.
- USE.** Subject in all respects to Section 15 hereof, the Premises shall be used and occupied as an office and warehouse space, and for the use of tire shredding equipment (subject to all noise-related restrictions in this Lease) and for no other uses without the prior written consent of Landlord (the "Permitted Use"). Tenant shall be solely responsible to determine if the Permitted Use complies with the certificate of occupancy for the Property, all governmental laws and regulations, and any private restrictions governing the Property. Landlord, by execution of this Lease or otherwise, makes no representation that the Permitted Use complies with the certificate of occupancy and/or any applicable governmental regulations.
- TERM.** The term of this Lease (the "Term") shall be for a period beginning on the date that is the later of (i) August 1, 2021, or (ii) five (5) business days following the date upon which Landlord provides written notice to Tenant evidencing that a certificate of completion for the Premises has been issued by applicable governmental authority (as applicable, the "Commencement Date"), and shall expire at 5:59:59 P.M., Eastern Standard Time, on the date that is one hundred and twenty-nine (129) months following the Commencement Date. Once the Commencement Date is identified, Landlord and Tenant covenant to jointly execute a certificate confirming the same. As used herein, the term "Lease Year" shall mean each twelve (12) consecutive month period throughout the Term, beginning on the Commencement Date and each anniversary thereof.
- LANDLORD CONTROL OF COMMON AREAS.** All common areas designated by Landlord for the general use, in common, of tenants, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Landlord and Landlord may do and perform such acts in the areas as, in its good business judgment, it deems to be advisable. Landlord covenants to make available to Tenant for Tenant's sole and exclusive use a certain portion of the paved area generally identified as fifty feet (50') at the end of the truck court for outdoor container storage by the Tenant (the "Outdoor Storage"). The Outdoor Storage shall be configured in such a way so as not to interfere with vehicular (including truck) traffic. Landlord may relocate or reconfigure the Outdoor Storage at any time, and from time to time, upon written notice to Tenant. Any such relocated Outdoor Storage may not be in the same proximity to the Premises. Tenant shall maintain and, if applicable, repair the Outdoor Storage area, and shall generally keep the Outdoor Storage area in a neat and orderly condition. If requested by Landlord, Tenant shall install, at Tenant's sole cost and expense, a privacy fence or such similar structure

Tenant	Landlord
	

to prevent the contents of the Outdoor Storage from being readily observable. Tenant shall be responsible for procuring any permits, entitlements, or approvals relating to the Outdoor Storage, and Landlord shall have no liability, and makes no representations or warranties, regarding the same. Landlord shall have the right, in its discretion, to eliminate or close any common areas, including, without limitation, any Common Facilities and/or the Outdoor Storage. Landlord makes no representation or warranty regarding Tenant's use of any common areas, whatsoever.

5. DELIVERY OF PREMISES. Landlord shall deliver the Premises to Tenant on the Commencement Date in their "AS-IS, WHERE-IS" condition "WITH ALL FAULTS" as of the date of this Lease, subject to the completion by Landlord of the construction of the Building and the Premises. Tenant shall not perform any material or structural work or make material or structural improvements to the Premises without Landlord's written approval which shall not be unreasonably withheld or delayed, but which shall, in all instances, comply with the terms and standards set forth on the attached Exhibit B. Tenant may, however, make cosmetic changes to the interior of the Premises. Any work or improvements performed by Tenant shall comply with all private restrictions, governmental rules, regulations and requirements. Landlord reserves the right, but shall have no obligation whatsoever, to make repairs, alterations and additions to the Premises or Property as it reasonably believes to be necessary and proper.

6. EARLY ACCESS. Provided that (1) Landlord has obtained a certificate of completion for the Building, and (2) Tenant has delivered to Landlord the entire Security Deposit along with a certificate indicating that Tenant has procured all insurance coverage required herein, Tenant may coordinate with Landlord to reasonably access the Premises on a temporary basis to install furniture, fixtures, equipment, data/telecommunications cabling and prepare it for their tenancy, from and after the date that is approximately thirty (30) days prior to the Lease Commencement Date (in Landlord's reasonable discretion) and during customary business hours. Any such early access shall be subject to all of the terms and conditions of, and Tenant shall be responsible for compliance with and performance of all covenants and obligations of Tenant under, the Lease, other than the payment of Base Rent. Tenant shall reasonably coordinate such early access of the space in an effort to minimize any disruption to, or interference with, the ongoing work on or about the Property or the Premises. Tenant shall not take any action in connection with Tenant's early access of the Premises that would preclude or inhibit the issuance of a certificate of occupancy for the Premises, or any other governmental or quasi-governmental approval relating to the Premises or the Property.

7. BASE RENT.

a. Beginning on the Commencement Date, Tenant shall commence paying to Landlord "Base Rent" on a monthly basis as set forth on the attached Exhibit C.

b. Base Rent, plus applicable sales and use taxes, shall be payable in consecutive monthly installments, in advance, without demand, on the first day of each and every month during the term of this Lease. Tenant shall pay the Base Rent without deduction, diminution or set-off. For the avoidance of doubt, this is a "triple net" lease, such that Tenant shall also pay, when due, all real estate taxes, utilities, and insurance attributable to the Property, all of which shall be timely paid by Tenant and deemed "Additional Rent" hereunder.

c. If the Commencement Date falls on a day other than the first day of a month, Tenant must pay a prorated amount for that month.

All sums shall be payable to Landlord in the name of the Property at the following address, unless Landlord directs otherwise in writing: **Hanover Poinciana McClane, LLC**, *C/O NAE Real Estate*

Tenant	Landlord
<i>[Signature]</i>	<i>[Signature]</i>

1800 Pembroke Drive, Suite 350 Orlando, FL 32810

Any installment of Rent not received within five (5) days of its due date shall be subject to a late charge of five percent (5%).


8. ADDITIONAL RENT. All sums payable under this Lease by Tenant, including, without limitation, the Operating Costs, shall be deemed "Additional Rent", whether or not so designated, payable when billed or otherwise required under the Lease. Base Rent and Additional Rent are hereinafter referred to collectively as "Rent".

9. OPERATING COSTS; INSURANCE INCREASES.

a. Beginning on the Commencement Date and continuing throughout the term of this Lease, Tenant must pay Tenant's proportionate share of the operating costs ("Operating Costs") of the Property. Tenant's proportionate share shall be the ratio that the rentable area of the Premises (52,649 RSF) bears to the rentable area of the Building, as the same may be increased or diminished from time to time. The Operating Costs shall include, without limitation, all costs incurred operating and maintaining the Property and all costs incurred in connection with the ownership of the Property, including the following:

1. Wages and salaries of all employees engaged directly in the operation, management, and maintenance of the Property, including all related taxes, insurance, and benefits. All fees due all firms engaged in operation, management and maintenance of the Property.
2. All supplies and materials used in the operation and maintenance of the Property.
3. All utilities used in the operation of the Property excluding only utilities separately billed to individual tenants.
4. All maintenance and service agreements.
5. All insurance applicable to the Property, including without limitation all risk coverage, rent insurance, workmen's compensation, etc.
6. All taxes, levies, fees, and charges imposed by any public authority upon the Property or its operation or the rent provided for in this Lease, excluding, however, any taxes on net income.
7. Cost of repairs, replacements, and enhancements to common areas and general maintenance and building services.
8. Owner's Association fees.
9. Cost of capital improvements or modifications if and only if the capital improvements reduce Operating Costs, provided further that the costs shall be amortized over the useful lives of the improvements or modifications.

b. Tenant's share of the Operating Cost shall be paid by Tenant in advance as Additional Rent in equal monthly installments, plus applicable sales and use tax, based upon Landlord's written estimate of the Operating Costs for the following calendar year. During the first calendar year of the Lease, Operating Costs are estimated to be \$2.00 per square foot. Within one hundred fifty (150) days following the expiration of each calendar year during the term of the Lease, Landlord shall deliver to Tenant a statement showing the amount of the Operating Costs for the Property for the prior calendar year, and further showing Tenant's share thereof. If the total of the monthly payments made by Tenant for the period are less than Tenant's proportionate share for the period, then Tenant must pay any deficiency to Landlord within thirty (30) days of receipt of written notice thereof. If the total monthly payments made by Tenant for the period

Tenant	Landlord
	

are more than Tenant's proportionate share for the period, then Landlord shall credit such overpayment against future monthly payments.

c. If Landlord determines that Operating Costs have increased disproportionately as a result of improvements to the Premises in excess of standard build-out, the ratio of office to warehouse space, or the nature of Tenant's business operations, Tenant must pay the amount of the increase within thirty (30) days of written notice from Landlord. The amount of the increase paid by Tenant shall not be included in Operating Costs for the Property for the purpose of charging tenants for their proportionate shares of Operating Costs.

10. TENANT'S PROPERTY. Tenant is responsible for payment of all taxes assessed against any leasehold interest or personal property of Tenant. Landlord shall not be responsible for any damage to personal property of Tenant or others on the Premises caused by any reason whatsoever.

11. TENANT RESPONSIBILITY. Any alterations, decorations and improvements made by or for Tenant shall remain the property of Tenant. Upon expiration of this Lease, Tenant shall leave any attached improvements at the Premises unless otherwise expressly required Landlord in writing in connection with Landlord's approval of such alterations or improvements. On the expiration or termination of this Lease, any bolts from racking shall be cut down to floor level, and Tenant shall leave the Premises in a broom-clean condition, in a condition as least as good as that existing on the Commencement Date, ordinary wear and tear excepted.

12. SECURITY DEPOSIT.

JMD
a. *100* At least thirty (30) days prior to the Commencement Date, Tenant shall remit to Landlord the sum of ~~\$120~~,000.00 as security for the faithful performance of the terms of this Lease. During the term of this Lease and any extension, to the extent permitted by applicable law, Landlord may hold the deposit without interest to Tenant and may co-mingle the deposit with Landlord's other funds. If Tenant fails to perform any term of this Lease, Landlord may apply as much of the deposit as may be necessary to compensate Landlord for loss or damage sustained. If any sum payable by Tenant is overdue, Landlord may apply any portion of the deposit to payment of the overdue sum. If any portion of the deposit is applied by Landlord pursuant to this section, Tenant must, upon written demand, remit a sufficient amount in cash to restore the deposit to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of demand shall constitute a breach of this Lease. Tenant shall not assign, pledge, mortgage or otherwise hypothecate its interest in the security deposit.

b. If Tenant complies with all of the terms of this Lease, and promptly pays all of the sums provided for as they fall due, the deposit shall be returned to Tenant within sixty (60) days after expiration or termination of this Lease.

c. Upon any transfer of Landlord's interest in this Lease, Landlord may deliver the amount of the deposit to its successor whereupon, to the extent permitted by applicable law, Landlord shall be discharged from any further liability with respect to the deposit.

13. UTILITIES. Tenant shall make all arrangements for, make all deposits required in connection with, and pay for all utilities and services delivered to the Premises, including electricity, trash collection, gas, heat, cooling, telephone and all other utilities and all taxes or charges on such utility services. Landlord shall not be liable for any interruption or failure in the supply of any utilities to the Premises nor shall Rent be abated during such failure or interruption.

Tenant	Landlord
<i>GT</i>	<i>JMD</i>

14. TENANT COVENANTS.

a. Tenant shall not use or permit the Premises to be used for any illegal, impermissible or improper purposes, nor permit any disturbance, noise or annoyance detrimental to the Premises or its neighbor. Tenant shall be solely responsible with insuring compliance with all applicable laws, covenants, and restrictions affecting the Property or the Premises at all times during the Term of this Lease.

b. Landlord, its agents and employees shall have the right to enter the Premises to view the condition of the Premises, to show the Premises to prospective purchasers or tenants, and to inspect and make repairs, alterations, improvements or additions.

c. Tenant shall, at its own cost and expense, replace any plate glass which may be broken during the term of this Lease.

d. Tenant hereby pledges all personal property on the Premises owned by Tenant as collateral for all outstanding amounts due Landlord from Tenant, from time to time, and Tenant expressly grants Landlord a lien on such property.

e. Tenant shall fully and completely comply with any and all rules and regulations enacted by Landlord from time to time. A copy of the current rules and regulations currently enacted by Landlord is attached as Exhibit D. Landlord reserves the right to modify the rules and regulations from time to time.

15. USE OF PREMISES; PARKING; SIGNAGE.

a. Permitted Uses. The Premises shall at all times during the Term be used and occupied by Tenant only as professional or general business offices, and other related activities incidental thereto, and for no other purpose other than as permissible by law and zoning ordinances. Nothing herein shall be construed as a covenant or agreement on the part of Tenant to continuously operate at the Premises; in the event Tenant ceases to operate within the Premises at any time or for any reason but otherwise continues to fulfill its obligations under the Lease, including the obligations to pay Rent, Tenant shall not be in default under this Lease.

b. Compliance with Legal Requirements. Tenant shall act in accordance with and not violate any restrictions or covenants of record affecting the Premises or the Property. Tenant shall not use or occupy the Premises in violation of law or of the certificate of use or occupancy issued for the Property of which the Premises are a part, and/or any and all restrictive covenants or other title exceptions governing the Premises, and shall immediately discontinue any use of the Premises which is declared by either any governmental authority or private restriction having jurisdiction or the Landlord to be a violation of any law, code, regulation or a violation of said Certificate of Use or Occupancy. Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or with respect to the use or occupancy thereof.

c. Hazardous Acts; Waste; Nuisance. Tenant shall not do nor permit to be done anything which will invalidate or increase the cost of any casualty and extended coverage insurance policy covering the Property and/or property located therein, and shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Section. Tenant shall not use or allow

Tenant	Landlord
	

the Premises to be used for any immoral, unlawful or objectionable purpose, nor shall Tenant maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Premises.

d. **Parking.** During the Term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other occupants of the industrial complex in which the Building is a part, and their respective guests and invitees, of the non-reserved common automobile parking areas, driveways and footways, subject to the rules and regulations for the use thereof as prescribed from time to time by Landlord. Tenant and Tenant's employees hereby agree and understand that by using the parking facilities provided by Landlord that Tenant and its employees do so at their risk and Landlord shall not be liable for any damage, destruction or theft incurred by such use.

e. **Signage.** No exterior signage may be erected by Tenant without the prior written approval of Landlord, which consent may be granted or withheld in Landlord's sole discretion; provided, however, any such signage shall also be subject to compliance with all applicable governmental rules and regulations, together with any and all restrictive covenants or other title exceptions governing the Premises.

f. **Compliance with Restrictions, Etc.** Tenant, at its expense, shall comply with all restrictive covenants or other title exceptions affecting the Premises and comply with and perform all of the obligations set forth therein to the extent that the same are applicable to the Premises or to the extent that the same, if not complied with or performed, would impair or prevent the continued use, occupancy and operation of the Premises. Notwithstanding the foregoing, Landlord shall pay all sums charged, levied or assessed under any restrictive covenants, declaration, reciprocal easement agreement or other title exceptions affecting the Premises promptly as the same become due, except for any penalty charged or assessed for the failure by Tenant to comply with the terms of any such instrument, the cost of which shall be borne by Tenant as part of the Operating Costs.

16. MAINTENANCE.

a. **Provided** Tenant is not in default under the Lease and subject to conditions beyond the control of Landlord, including but not limited to "Acts of God", Landlord shall keep, maintain, and repair or replace the structural portions of the Premises, including the foundation, the exterior walls, underground utilities and the roof. Landlord shall also maintain life safety and fire protection devices that serve the Property. The cost thereof shall be included in Operating Costs.

b. Tenant shall keep, maintain, and repair or replace the interior and exterior of the Premises, including, without limitation, trash dumpster, all of the heating, ventilation and air conditioning systems, including exterior mechanical equipment, all plumbing and electrical pipes and conduits in the walls and below the floor installed by or at the request of Tenant, all lighting and all windows and storefront systems of the Premises. Upon termination or cancellation of this Lease, Tenant shall surrender the Premises to Landlord in as good condition as at the Commencement Date, ordinary wear and tear accepted.

c. Throughout the term of this Lease, Tenant shall maintain at Tenant's sole cost an HVAC service contract providing for no fewer than quarterly inspections with a reputable contractor approved by Landlord. Tenant shall deliver a copy of such service contract to Landlord upon written demand therefore. Tenant shall additionally be responsible for all HVAC service, maintenance and repair costs during the Term of this Lease.

17. LIABILITY FOR DAMAGES. Landlord shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes or sewage or the bursting, leaking or running of any cistern, tank, washstand, water closet, or waste pipe above, upon, or about the Premises, nor for damages

Tenant	Landlord
	

occasioned by water, coming through the roof, sunlight, trap door or otherwise, nor for any damage arising from acts or negligence of any other tenants of the Building.

18. INSURANCE.

a. Tenant shall obtain and keep in force comprehensive general liability insurance, including property damage, insuring Landlord, all mortgages, and Tenant against any liability arising out of ownership, use, occupancy or maintenance of the Premises and all areas appurtenant. The insurance shall be an amount not less than Five Million Dollars (\$5,000,000.00) of injuries to persons in one accident and not less than Three Million Dollars (\$3,000,000.00) for injury to one person, and Five Million Dollars (\$5,000,000.00) for damage to property. The limit of insurance shall not limit the liability of Tenant.



b. Tenant shall obtain and keep in force all employees compensation insurance required under the laws of the State of Florida and any other insurance necessary to protect Landlord against any other liability of person or property arising by operation of law, whether such law is now in force or is adopted subsequent to the execution of this Lease.

c. All insurance policies carried by Tenant covering the Premises, shall expressly waive any right of subrogation on the part of the insurer against the other party.

d. Tenant shall maintain insurance on its property located in and about and improvements to the Premises.

e. All policies of insurance required to be maintained by Tenant shall be with insurance companies licensed to do business in Florida, satisfactory to Landlord, and shall name Landlord, any mortgagee of the Property and Landlord's managing agent as additional parties insured. Certificates of insurance shall be delivered to Landlord at least ten (10) days prior to the Commencement Date with renewals delivered to Landlord at least ten (10) days prior to the expiration of any policy. If requested to do so, Tenant shall provide Landlord with copies of the pertinent portions of all policies and permit Landlord to examine the original policies. Each policy shall contain an agreement by the insurer that the policy shall not be canceled without thirty (30) days prior notice to Landlord by certified mail. If Tenant fails to deliver any certificate required, Landlord may, but shall have no obligation to, procure the insurance on Tenant's behalf and at Tenant's sole cost and expense. In that event, the premiums shall be payable by Tenant to Landlord, as Additional Rent, with interest, immediately upon demand.

19. INDEMNITY. Tenant shall indemnify, defend, and hold Landlord harmless against all claims, actions, damages, judgments, fines, and penalties for damage or injury to person or property (a) arising from or out of any occurrences within the Premises, unless it is due or claimed to be due to any negligence or other act or failure of Landlord, its officers, agents or employees occurring prior to or following the execution of this Lease, or (b) by reason of the occupancy or use of the Premises or any part of the Property by Tenant, or (c) occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, customers, employees, servants, tenants or concessionaires. If Landlord is made a party to any litigation connected in any way with this Lease or Tenant's use or occupancy of the Premises, Tenant shall indemnify and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred by Landlord. Landlord shall indemnify, defend, and hold Tenant harmless against all claims, actions, damages, judgments, fines, and penalties for damage or injury to person or property (a) arising from or out of any occurrences within the Property (not including the Premises) unless it is due or claimed to be due to any negligence or other act or failure of Tenant, its officers, agents or employees occurring prior to or following the execution of this Lease, or (b) by reason of the occupancy or use of the Property other than by Tenant, or (c) occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, customers,

Tenant	Landlord
	

employees, servants, tenants or concessionaires. If Tenant is made a party to any litigation connected in any way with this Lease or Landlord's use or occupancy of the Property, Landlord shall indemnify and hold Tenant harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred by Tenant.

20. FIRE OR OTHER CASUALTY. If any portion the Premises is damaged by fire or other casualty to such extent so as to render a portion of the Premises unusable, the Rent payable for the period commencing on the date on which Tenant gives Landlord written notice of such damage and ending on the date on which restoration of the Premises is completed, shall be abated in the proportion which the floor space made untenable bears to the total floor space leased to Tenant prior to the damage. If the Premises are totally destroyed or rendered wholly untenable, Landlord shall have the right, but no obligation, to render the Premises tenantable by repairs within ninety (90) days from the date that insurance claims of Landlord and Tenant shall have been settled and Landlord shall be free of all restrictions as to proceeding with the work of repair or rebuilding. Barring any force majeure event or other delay beyond the control of Landlord, if the Premises are not rendered tenantable within said period, either party may elect to cancel this Lease, and in the event of such cancellation, Rent shall be paid only to the day of the fire or casualty. Full Rent shall resume upon the sooner of (a) 15 days after notice from Landlord to Tenant that the Premises are substantially restored or (b) date Tenant's business operations are restored to the entire Premises. Any obligation of Landlord to restore the Premises shall extend only to the condition of the Premises as of the Commencement Date, and not to any improvements or alterations undertaken by Tenant pursuant to this Lease, or to any personal property of Tenant. Notwithstanding the above, Landlord may elect to cancel the Lease within ninety (90) days from damage occurring by giving thirty (30) days' notice of cancellation to Tenant.



21. SUBORDINATION. This Lease is subject and subordinate to the lien of any and all mortgages that may now or hereafter encumber or otherwise affect the Premises. Tenant shall, at Landlord's request, promptly execute a certificate or other document confirming such subordination. Tenant shall attorn to the successor to Landlord's interest herein, if requested to do so by such successor, and to recognize such successor as the Landlord under this Lease. Tenant agrees to execute and deliver upon the request of Landlord any instrument evidencing such attornment.

22. ESTOPPEL CERTIFICATES. Tenant agrees, at any time, upon not less than ten (10) business days prior written notice by Landlord, to execute a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications stating such modifications), (ii) stating the dates to which the Rent and any other charges hereunder have been paid by Tenant, (iii) stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of this Lease, and if so, specifying each default of which Tenant may have knowledge, (iv) stating the address to which notices to Tenant should be sent, and (v) such other matters as Landlord, Landlord's mortgagee or an entity interested in purchasing the Property may reasonably require.

23. CONDEMNATION.

a. If the Property is taken by eminent domain, or so much thereof as to render the balance inadequate for the operation of Tenant's business, then Landlord may elect to terminate this Lease effective on the date possession is taken by the condemning authority.

b. If a taking by eminent domain occurs which materially interferes with Tenant's access to and use of the Premises by Tenant, then the Base Rent payable by Tenant shall be abated, beginning on the date on which possession is taken by the condemning authority, in the proportion which the floor space so taken or made unusable bears to the floor space leased to Tenant prior to the taking.

Tenant	Landlord
	

c. If the taking is of land only and does not interfere substantially with the use of the Premises by Tenant, there shall be no abatement of Rent.

d. If a portion of the Premises is taking by eminent domain and Landlord does not elect to terminate the Lease, Landlord shall restore the balance of the Premises to substantially the condition that existed on the Commencement Date (to the extent practicable in light of the taking). Any obligation of Landlord to restore the Premises shall extend only to the condition of the Premises as of the Commencement Date, and not to any improvements or alterations undertaken by Tenant pursuant to this Lease, or to any personal property of Tenant.

e. All damages awarded for any taking of all or any part of the improvements owned by Landlord under the power of eminent domain shall belong to Landlord. This provision shall not prevent Tenant from claiming and recovering from the condemning authority compensation for taking of Tenant's tangible property or for Tenant's loss of business, business interruption or business removal and relocation.



24. COMPLIANCE WITH THE LAW. Tenant shall not use the Premises or permit anything to be done in or about the Premises which may in any way conflict with any law, statute, ordinance or governmental rule, regulation or requirement, private restriction or restrictive covenant, now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in an action against Tenant, whether or not Landlord is a party, that Tenant has violated any law, statute, ordinance or governmental rule, or requirement, shall be conclusive of that fact as between Landlord and Tenant.

25. WASTE OR NUISANCE. Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Property, or which may adversely affect Landlord's interest in the Premises or the Property. If Landlord, in Landlord's sole discretion, determines that Tenant's operations are disturbing to other tenants (noise level), upon receipt of Landlord notice regarding same, Tenant shall immediately cease such operations or correct the operations so they are not disturbing to other tenants.

26. LIENS. Tenant shall keep the Premises and the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Failure to do so shall constitute a default without notice or grace period. The interest of Landlord shall not be subject to liens for improvements made by Tenant. Tenant shall notify every contractor making improvements of this provision. At Landlord's request, Tenant shall execute and deliver without charge a Memorandum of Lease, in recordable form, containing a confirmation that the interest of the Landlord shall not be subject to liens for improvements made by Tenant to the Premises. Landlord may take such action as it deems appropriate to remove a lien, including procuring a bond for such lien on Tenant's behalf and at Tenant's expense. Tenant agrees to indemnify and hold Landlord harmless from any damage, loss cost or expense incurred by Landlord as a result of a claim of lien.

27. ASSIGNMENT AND SUBLETTING.

a. Tenant shall not assign this Lease or sublet the Premises without the prior written consent of Landlord, which consent may be granted or withheld by Landlord in Landlord's sole and absolute discretion, provided that Tenant may sublet space to Logic Energy USA Corp., a Florida corporation, and/or Logic

Tenant	Landlord
	

Illumination, LLC, a Florida limited liability company, for so long as such sub-tenant entity shall remain under common ownership and control with Tenant, and further provided that each such sub-tenant shall agree to fully comply with the terms of this Lease. For the purposes of this section, any mortgage, conveyance, transfer or encumbrance of this Lease and any transfer by operation of law, and any transfer of any right of possession or use of the Premises shall be deemed an assignment or subletting.

b. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

c. If the Premises are occupied by anyone other than Tenant, Landlord may collect Rent from the occupant, and apply the net amount collected to the Rent reserved under this Lease. Acceptance of Rent shall not be deemed a consent to any such occupancy or any other party.

d. An attempted assignment without the consent of Landlord may, at the option of the Landlord, be treated as an offer to terminate this Lease.

e. Any consent by Landlord to any assignment of this Lease shall be conditioned upon the assignee assuming the full and faithful performance of all the terms of this Lease and upon the continued liability of Tenant. Any consent by Landlord to any subletting shall be conditioned upon the express agreement by the subtenant to be bound by the terms of this Lease applicable to Tenant.



f. Notwithstanding anything in this Lease to the contrary, Tenant shall not be released from any obligations or duties under this Lease following an assignment or sublease hereof unless expressly agreed to in writing by Landlord.

28. HOLDING OVER. Tenant shall pay Landlord the greater of (i) 200%, or (ii) the highest prevailing rate permitted by applicable law, times the amount of the Base Rent in effect immediately prior to expiration or termination for each day Tenant retains possession of the Premises after expiration or termination. Tenant shall also pay all damages sustained by Landlord by reason of such retention and indemnify Landlord from and against claims by succeeding tenants because of the delay. However, if Landlord gives notice to Tenant of Landlord's election thereof, such holding over shall constitute renewal of this Lease from month to month. Acceptance by Landlord of Rent after termination shall not constitute a renewal. This provision shall not be deemed to waive Landlord's right of re-entry or any other right.

29. BANKRUPTCY OR INSOLVENCY. Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, (b) an assignment by Tenant for the benefit of creditors or (c) any action taken or suffered by Tenant under any insolvency, bankruptcy or reorganization act, shall be a breach of this Lease by Tenant. Upon such breach, Landlord may elect to terminate this lease effective five (5) days after written notice of such termination from Landlord to Tenant. This Lease shall not be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of a Trustee under any bankruptcy, insolvency or reorganization proceedings.

30. DEFAULT. Each of the following shall be a default by Tenant and a breach of this Lease:

a. Default in the payment of Rent or any other sums due hereunder, or any part thereof, for a period of fifteen (15) days after Landlord gives Tenant written notice of such default (provided that Landlord shall not be obligated to give such notice more than once in any twelve (12) month period).

Tenant	Landlord
	

b. Default in the performance of any other covenant or condition of this Lease or of the rules and regulations for the building in which the Premises are located for a period greater than fifteen (15) days after written notice by Landlord to Tenant.

c. Tenant abandons or vacates the Premises or any substantial portion thereof, or fails to continuously operate its business in the Premises; provided however, any discontinuation of Tenant's operations in the Premises following a casualty or force majeure event shall not constitute an Event of Default provided that Tenant recommences operations within a reasonable time thereafter.

d. Default or breach in payment of any sums due or in the performance of any other covenant or condition of any other lease between Landlord and Tenant.

e. Tenant's failure to comply with any of the terms and/or conditions of this Lease.

f. If Tenant or any guarantor of this Lease shall file a voluntary petition in bankruptcy or insolvency, or commence a case under the Federal Bankruptcy Code, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law (foreign or domestic), or shall make an assignment for the benefit of creditors or shall seek or consent or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any guarantor or of all or any part of Tenant's or guarantor's personal property.



g. If, within sixty (60) days after the commencement of any proceeding against Tenant or any guarantor, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law (foreign or domestic), such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Tenant or any guarantor or of all or any part of Tenant's or guarantor's personal property, without the consent or acquiescence of Tenant or any guarantor, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Tenant or any guarantor or any of Tenant's or guarantor's personal property pursuant to which the Premises, or any part thereof, shall be taken or occupied or attempted to be taken or occupied.

31. REMEDIES ON DEFAULT. In addition to the remedies provided by Chapter 83, Florida Statutes, which Tenant expressly grants to Landlord as a remedy in the event of Tenant's default, Landlord shall have the following remedies:

a. Landlord may reenter the Premises immediately and terminate the Lease. Landlord may remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant.

b. Landlord may relet the Premises or any part of the Premises for any term without terminating the Lease, at such Rent and on such terms as he may choose, for the Tenant's account. Landlord may make such alterations or repairs of the Premises as may be necessary or required. The duties and liabilities of the parties upon such reletting are as follows:

- (i) In addition to Tenant's liability to Landlord for breach of the Lease, Tenant shall be liable for all expenses of the reletting, including, without limitation, broker's commissions, expenses of alterations and repairs and all other expenses of the Landlord. Tenant shall pay

Tenant	Landlord
	

to Landlord such expenses on the dates the Rent are due provided herein, minus the Rent received by Landlord from reletting.

- (ii) Landlord, at his option, shall have the right to apply the Rent received from reletting the Premises as follows:
First, to reduce Tenant's indebtedness to Landlord under the Lease, not including indebtedness for Rent;
Second, to recover expenses of reletting and alterations and repairs made;
Third, to recover the Rent due under the Lease; and
Fourth, to payment of future Rent under the Lease as it becomes due.
- (iii) Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

c. Landlord may terminate the Lease. Upon termination of the Lease, Landlord may recover from Tenant all damages approximately resulting from the breach, including the cost of recovering the Premises, the unpaid Rent that had been earned at time of termination of Lease, and the unpaid Rent that would have been earned from date of such termination until the time this Lease would have expired but for such termination. All such amounts shall be immediately due and payable from Tenant.

d. Landlord may terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord: (1) all Rent and other amounts accrued hereunder to the date of termination of possession; and (2) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises.

e. Any and all rights, remedies and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or hereafter in effect.

32. TRANSFER BY LANDLORD. If Landlord sells or conveys the Premises, Landlord shall be released from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and Tenant agrees to look solely to the successor in interest of Landlord. This Lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee.

33. RIGHT OF LANDLORD TO PERFORM.

a. All agreements to be performed by Tenant under this Lease shall be performed by Tenant at its sole expense, without any abatement of Rent. If Tenant fails to pay any sum of money, other than Rent, required to be paid by it or fails to perform any other act on its part to be performed, subject to any notice and cure right to which Tenant may be entitled under this Lease. Landlord may, but shall not be obligated, make any such payment or perform any such act on Tenant's behalf. Tenant's obligations shall not be waived by Landlord's exercise of this option.

b. All sums paid by Landlord and all necessary incidental costs, plus interest thereon at the rate of one and one-half percent (1-1/2%) per month from the date of payment by Landlord, shall be payable to Landlord by Tenant on demand. Landlord shall have (in addition to any other right or remedy) the same rights and remedies for the nonpayment as in the case of default by the Tenant in the payment of the Rent.

Tenant	Landlord
	

34. IMPACT FEES. Landlord has paid impact fees based on the Property being used as a multi-tenant warehouse facility. Tenant shall, at its sole expenses, pay any and all additional impact fees for any improvements made by or on behalf of Tenant and for any use by Tenant of the Premises requiring the payment of additional impact fees.

35. RULES AND REGULATIONS. Tenant shall comply with all rules and regulations Landlord may adopt from time to time for the operation of the Property, and for the protection and welfare of Property, its tenants, visitors, and occupants. The present rules and regulations, which Tenant hereby agrees to comply with, are attached hereto as Exhibit D. Landlord may amend the rules from time to time and any future rules and regulations shall become a part of this Lease, and Tenant shall comply with the same upon delivery of a copy thereof to Tenant, providing the same do not materially deprive Tenant of its rights under this Lease.

36. LEGAL EXPENSES. If it becomes necessary for Landlord to employ an attorney to collect any sums due to it under this Lease, regardless of whether suit be brought, Tenant shall pay to Landlord such fees as shall be charged by Landlord's attorney for such services. If suit is brought to enforce the provisions of this Lease, attorney's fees shall be awarded to the prevailing party.

37. SURRENDER OF PREMISES. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not effect a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

38. WAIVERS. The waiver by Landlord of any term of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term of this Lease, other than the failure of Tenant to pay the particular Rent accepted, regardless of Landlord's knowledge of the preceding breach at the time of acceptance of Rent.

39. NOTICES. All notices that may or are required to be given by either party to the other shall be in writing. All notices shall be sent by hand delivery, by commercial overnight carrier, or by United States certified or registered mail, postage prepaid, addressed as follows:

To Landlord:

Hanover Poinciana McClane, LLC

c/o. *NAT Realvest*

Attn: *Dec Figliolia*
1800 Pembroke Drive
Suite 350
Orlando, FL 32810.

With a copy to:

Hanover Poinciana McClane, LLC

605 Commonwealth Avenue

Orlando, FL 32803

Attn: Matt Orosz (morosz@hcpland.com)

Andrew Orosz (aorosz@hcpland.com)

To Tenant:

Mr. Carlos Torres

Tire Recycling Corp

3600 Commerce Blvd

Suite 102 B

Tenant	Landlord
<i>[Signature]</i>	<i>[Signature]</i>

With a copy to:

Notices shall be deemed to have been served upon the party to whom addressed upon delivery, unless mailed, in which event on the third day after deposit in the U. S. Mail. Either party may change its address by giving written notice of such change to the other party.

40. COVENANT OF QUIET ENJOYMENT. Landlord agrees that if the Tenant shall perform all the covenants and conditions of this Lease, Landlord shall not disturb the peaceful and quiet enjoyment and possession of the Premises by Tenant.

41. SUCCESSORS AND ASSIGNS. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

42. RADON GAS. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.



43. INDEMNIFICATION FOR LEASING COMMISSIONS. Each of the parties represents and warrants that it has dealt with no broker or brokers other than Jones, Lang, LaSalle (Wilson McDowell as agent), whom shall be compensated by Landlord pursuant to a separate written agreement. Each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any claim for brokerage commissions or finder's fee resulting from the indemnitor's acts (including, without limitation, the cost of counsel fees in connection therewith) except for the persons or entities set forth above.

44. GOVERNING LAW. This Lease shall be governed, construed and enforced in accordance with the laws of the State of Florida. The venue for any action filed in connection herewith by either party shall be the county in which the Premises are located.

45. NO PARTNERSHIP. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Tenant.

46. PARTIAL INVALIDITY. In any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

47. RECORDING. Tenant shall not record this Lease or any memorandum thereof without the written consent and joinder of Landlord.

Tenant	Landlord
	

48. LIABILITY OF LANDLORD. Anything contained in this Lease, at law or in equity to the contrary notwithstanding, Tenant expressly acknowledges and agrees that there shall at no time be or be construed as being any personal liability by or on the part of Landlord under or in respect of this Lease or in any way related hereto or the Premises; it being further acknowledged and agreed that Tenant is accepting this Lease and the estate created hereby upon and subject to the understanding that it shall not enforce or seek to enforce any claim or judgment or any other matter, for money or otherwise, personally or directly against any officer, director, stockholder, partner, principal (disclosed or undisclosed), representative or agent of Landlord, but shall look solely to the Landlord's interest in the Property for the satisfaction of any and all claims, remedies or judgments (or other judicial process) in favor of Tenant requiring the payment of money by Landlord in the event of any breach by Landlord of any of the terms, covenants or agreements to be performed by Landlord under this Lease or otherwise, subject, however, to the prior rights of any ground or underlying lessors or the holders of the mortgages covering the Property, and no other assets of Landlord or owners of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims; such exculpation of personal liability as herein set forth to be absolute, unconditional and without exception of any kind.

49. TIME OF THE ESSENCE. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

50. WAIVER TRIAL BY JURY. The parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

51. ACCEPTANCE OF FUNDS BY LANDLORD. No receipt of money by the Landlord from the Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

52. COMPLETE AGREEMENT; AMENDMENTS. This Lease, including all Exhibits, constitutes the entire agreement between the parties; it supersedes all previous understandings and agreements between the parties, if any; and no oral or implied representation or understandings shall vary its terms, and it may not be amended except by a written instrument executed by both parties. This Lease may be executed in multiple counterparts, and all of such counterparts shall constitute one and the same



53. REPRESENTATION AND LIABILITY. The person executing this document on behalf of Tenant represents that Tenant and any entity signing on behalf of Tenant are valid and existing entities authorized to do business in the State of Florida and that the actual signatory is fully authorized to act on behalf of the entity for which the individual is purportedly signing. If any of the above representations are inaccurate or untrue and, as a result thereof, the entity entering into this Lease cannot be held liable hereunder, it is specifically understood that the individual executing this Lease shall be obligated under the Lease as if the Lease was entered into in the signatory's individual name and Landlord may thereafter take such action as is necessary and appropriate against the signatory of this document in the signatory's individual capacity.

54. TENANT ACCESS. Condemnation, Casualty, Emergency, an Act of God, or other unforeseen circumstance notwithstanding, Tenant shall have access to the Premises 24 hours a day, 365 days a year.

55. GUARANTY OF OBLIGATIONS. Each of the below signed guarantors do hereby fully and unconditionally, and jointly and severally, guaranty the performance of Tenant's obligations hereunder pursuant to the terms of the Guaranty attached hereto as Exhibit E. Each of the referenced guarantors have

Tenant	Landlord
	

a financial interest in the terms of this Lease, and understand and agree that the Landlord would not enter into this Lease with Tenant without the guaranty of the guarantors.

Tenant	Landlord
	

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed as of the date first set forth above.

LANDLORD:

HANOVER POINCIANA MCCLANE, LLC, a
Florida limited liability company

By: Hanover Capital Partners 2, LLC,
a Florida limited liability company,
its Manager

By: [Signature]
Print: J. Matthew Orosz
Date: 7/14/21

TENANT:

TIRE RECYCLING CORP.,
a Florida limited liability company

By: [Signature]
Print: Carlos E Torres
Date: 7/12/21

Tenant	Landlord
<u>[Signature]</u>	<u>[Signature]</u>

EXHIBIT A

PROPERTY

Building 200 Robert McLane Boulevard, Kissimmee, Florida, known, or to be known, as Trinity Industrial Center.



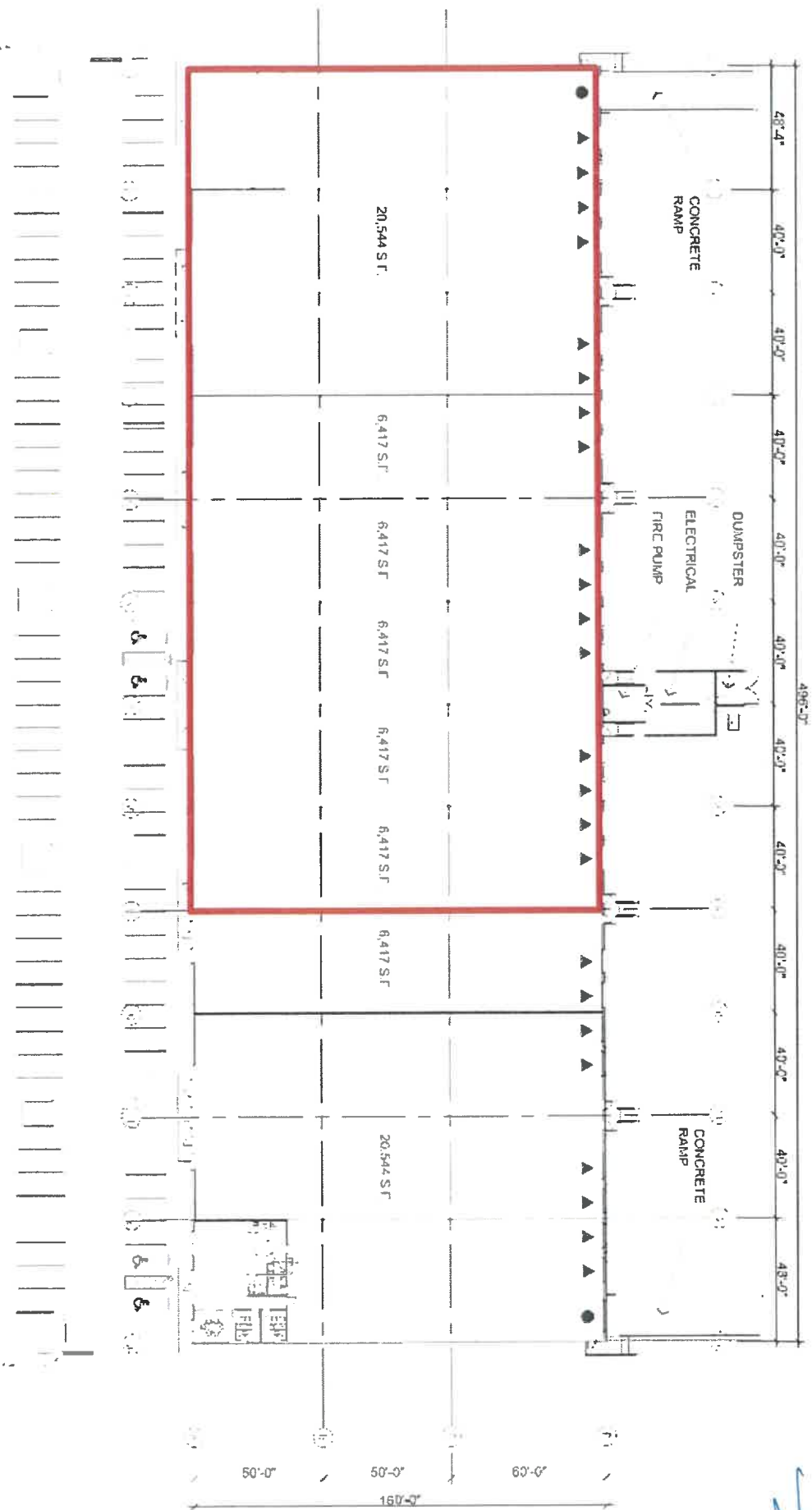
Tenant	Landlord
	

EXHIBIT A-1
PREMISES





Tenant	Landlord
	

EXHIBIT B

TENANT IMPROVEMENTS

All other alterations and improvements desired by Tenant shall be performed at Tenant's sole cost and expense and shall require Landlord's prior written consent. Landlord may impose any reasonable conditions upon consent that Landlord deems advisable. All construction and installation shall be completed in a good and workmanlike manner.

1. Prior to commencing any alteration of the Premises, Tenant shall prepare and submit to Landlord all construction documents, including drawings, plans, specifications, and the construction contract. Tenant shall not make any improvements to the Premises without written approval of the construction documents by Landlord, which approval shall not be unreasonably withheld or delayed. Once written approval of Landlord has been obtained (such approved plans, the "Approved Plans"), Tenant shall not make any change in the construction documents without prior written consent of Landlord. Tenant shall comply with all land use, building, subdivision, zoning, pollution, and similar laws, rules and ordinances, and regulations promulgated by any governmental authority and applicable to the improvements on the Premises. Tenant shall obtain and deliver to Landlord the originals or certified copies of all building, zoning, use, environmental, and other permits.

2. All alterations and improvements made by or for Tenant shall remain the property of Tenant. Upon expiration of this Lease, Landlord has the option of requiring Tenant to remove the same and restore the Premises to the same condition as prior to the improvements. If Tenant does not do so, Landlord may keep the alterations, etc. and/or restore the Premises to its original condition. Tenant shall be responsible for all costs of same as well as any damage for any delay resulting from violation of this paragraph.

3. Tenant shall use contractors reasonably approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant warrants that all construction and improvements shall only be performed by contractors and subcontractors duly licensed.

4. Tenant shall permit Landlord, or its representatives, to enter on the Premises, inspect the improvements and all materials to be used in the construction and to examine all detailed plans and shop drawings that are or may be kept at the construction site. Tenant shall, upon demand of Landlord, correct any defect in the improvement or any material departure from the plans and specifications that was not approved by Landlord. Correction of any defects or departure shall include removal of all portions of the work that Landlord may reasonably determine to be unsound or improper.

5. Tenant shall make no additional alterations or improvements to the Premises without prior written consent of Landlord, which consent shall not be unreasonably withheld.

6. Tenant shall not undertake any alterations to the Premises which violate the ADA and Tenant shall indemnify and hold Landlord harmless from any and all claims, damages or suits that may be brought as a result of Tenant's alleged violation of the ADA.



Tenant	Landlord
	

EXHIBIT C

BASE RENT

Square Feet		52,649				
		Base Rent				
		Per SF	Per Mo	OPEX*	Sales Tax	Total Rent*
Y e a r 1	8/1/21	-	\$ -		\$ -	\$ -
	9/1/21	-	\$ -		\$ -	\$ -
	10/1/21	-	\$ -		\$ -	\$ -
	11/1/21	-	\$ -		\$ -	\$ -
	12/1/21	-	\$ -	\$ 8,775	\$ 307	\$ 9,081.95
	1/1/22	-	\$ -	\$ 8,775	\$ 307	\$ 9,081.95
	2/1/22	-	\$ -	\$ 8,775	\$ 307	\$ 9,081.95
	3/1/22	-	\$ -	\$ 8,775	\$ 307	\$ 9,081.95
	4/1/22	-	\$ -	\$ 8,775	\$ 307	\$ 9,081.95
	5/1/22	\$ 7.10	\$ 31,151	\$ 8,775	\$ 1,397	\$ 41,322.88
	6/1/22	\$ 7.10	\$ 31,151	\$ 8,775	\$ 1,397	\$ 41,322.88
	7/1/22	\$ 7.10	\$ 31,151	\$ 8,775	\$ 1,397	\$ 41,322.88
Year 2		\$ 7.37	\$ 32,319	\$ 9,038	\$ 1,447	\$ 42,804.38
Year 3		\$ 7.64	\$ 33,531	\$ 9,038	\$ 1,490	\$ 44,058.75
Year 4		\$ 7.91	\$ 34,704	\$ 9,038	\$ 1,531	\$ 45,273.40
Year 5		\$ 8.19	\$ 35,919	\$ 9,038	\$ 1,573	\$ 46,530.57
Year 6		\$ 8.47	\$ 37,176	\$ 9,038	\$ 1,617	\$ 47,831.73
Year 7		\$ 8.77	\$ 38,477	\$ 9,038	\$ 1,663	\$ 49,178.44
Year 8		\$ 9.03	\$ 39,632	\$ 9,038	\$ 1,703	\$ 50,373.16
Year 9		\$ 9.30	\$ 40,821	\$ 9,038	\$ 1,745	\$ 51,603.72
Year 10		\$ 9.58	\$ 42,045	\$ 9,038	\$ 1,788	\$ 52,871.20
Year 11		\$ 9.87	\$ 43,307	\$ 9,038	\$ 1,832	\$ 54,176.71

* OPEX / Common Expenses will vary depending on actual costs incurred. The figures provided on this schedule are for example purposes only.





Tenant	Landlord
	

EXHIBIT D

RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and driveways and similar areas shall not be obstructed by Tenants or used for any purpose other than access to and from the Premises.
2. Tenant shall be responsible for the inappropriate use of any toilets, plumbing or other utilities. No foreign substances of any kind are to be inserted herein.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building, except of such color, size and style and in such places as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or inserted in any part of the Building, after Tenant's improvements are completed, without Landlord's approval. No part of the Building shall be defaced by Tenants.
4. Tenants shall not do, or permit anything to be done, in or about the Premises, or bring or keep anything there, that will in any way increase the rate of fire or other insurance on the Building, or on property kept there, or obstruct or interfere with the rights of, or otherwise injure or annoy other Tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of Landlord or any governmental authority.
5. Tenants shall *not* make or permit any improper noises in the Building, or otherwise interfere in any way with other Tenants, or persons having business with them.
6. Nothing shall be stored, swept or thrown outside the Premises. Tenants shall dispose of their own pallets off site. No birds or animals shall be brought into or kept in or about the Premises.
7. Tenant is to assume all risks of damage to articles moved in or out of Premises and injury to persons or public engaged or not engaged in such movement. This includes equipment, property and personnel. Landlord shall not be liable for acts of any persons engaged in, or any damage or loss to any of said property or persons resulting from, any act in connections with such.
8. No draperies, shutters or other window coverings shall be installed on exterior windows' walls or doors without Landlord's prior written approval. Landlord shall have the right to require installation and use of uniform coverings.
9. No portion of Tenant's area or any other part of the Building shall at any time be used or occupied as sleeping or lodging quarters.
10. Landlord shall not be responsible for lost or stolen property, equipment, money or jewelry.
11. Parking shall be on a first-come first serve basis. Tenant shall reasonably endeavor not to not park in front of (or behind) other tenant's units. Vehicles must be currently licensed, registered and operational. No campers, boats, boat trailers, mobile homes, RV's or recreational vehicles shall be parked in the parking spaces without Landlord's prior written consent. Tenant shall be responsible for seeing that all its employees, agents and invitees comply with applicable parking rules, regulations, laws and agreements.
12. Landlord reserves the right to rescind any of these Rules and make such other further reasonable rules and regulations that Landlord shall from time to time believe conducive to the safety, protection, care and cleanliness of the Center, its operation, the preservation of good order, and the protection and comfort

Tenant	Landlord
	

of its Tenants, their agents, employees and invitees, which Rules, when made and notice of them given to Tenant, shall be binding upon Tenant as if originally prescribed.



Tenant	Landlord
	

EXHIBIT E

GUARANTY

KNOW ALL PERSONS BY THESE PRESENTS:

WITNESSETH:

WHEREAS, **HANOVER POINCIANA MCCLANE, LLC**, ("**Landlord**") has agreed to enter into a Lease dated of even date herewith (the "**Lease**") with **Tire Recycling Corp.** ("**Tenant**") covering certain premises located at Trinity Industrial Center, Osceola County, Florida, as more particularly described in this Lease, which Lease is to be executed and dated as of the date hereof; and



WHEREAS, it is a condition to Landlord's entering into this Lease with Tenant that each of Carlos E. Torres, an individual, Figueroa Raphael, an individual, Action Tire & Auto Service Inc., a Florida corporation, and Logic Energy USA Corp., a Florida corporation, individually, jointly and severally (collectively, "**Guarantor**") of this Lease and unconditionally, individually, jointly and severally be liable for, and personally guarantee (a) the full and punctual payment of any and all Base Rent, Additional Rent and other sums of money required to be paid to Landlord by Tenant under this Lease, including, without limitation attorneys' fees; and (b) the performance of and compliance by Tenant with all of the covenants, conditions and agreements contained in this Lease; and

WHEREAS, Guarantor is materially benefited by the execution of this Lease by virtue of his relationship with Tenant and has agreed unconditionally to act as guarantor as aforesaid.

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) cash in hand paid by Landlord to Guarantor, and other good and valuable consideration, receipt of which consideration is hereby acknowledged, and to induce Landlord to enter into this Lease as set forth above, Guarantor does hereby warrant, covenant and agree as follows:

Guarantor individually, jointly and severally hereby unconditionally guarantees to Landlord (and its successors and assigns) under this Lease and becomes surety for, the full and prompt payment of all sums due by Tenant under this Lease and the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant (or its successors and assigns). Guarantor hereby covenants and agrees to and with Landlord (and its successors and assigns) that if an Event of Default by Tenant (or its successors and assigns) shall occur at any time with respect to the payment of any such sums and charges payable by Tenant (or its successors and assigns) under this Lease, or if an Event of Default by Tenant (or its successors or assigns) shall occur with respect to the performance and observance of any of the covenants, terms, conditions or agreements contained in this Lease, and any such Event of Default is not cured within applicable notice and cure periods provided for in this Lease, if any, Guarantor will forthwith pay such sums and charges, and any arrears thereof, to Landlord (or its successors and assigns), and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and agreements, and will forthwith pay to Landlord all reasonable attorneys' fees (to the extent actually incurred), court costs, accounting fees, investigation costs and other disbursements incurred by Landlord (or its successors and assigns) by the enforcement of this Guaranty.

This Guaranty shall be enforceable against Guarantor (and his heirs, successors and assigns) without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant (or its successors and assigns) and without the necessity of any notice of nonpayment, nonperformance or

Tenant	Landlord
	

nonobservance of any notice of acceptance of this Guaranty, or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor (for himself and his successors and assigns) hereby expressly waives. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant (or against Tenant's successors and assigns) of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Lease or by relief of Tenant from any of Tenant's obligations under this Lease or otherwise by: (a) the release or discharge of Tenant in any creditors' proceedings, receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's said liability under this Lease, resulting from the operation of any present or future provision of the Federal Bankruptcy Code, as amended from time to time, or any other statute for the protection of creditors, or from the decision in any court enforcing or interpreting said laws; or (c) the rejection or disaffirmance of this Lease in any such proceedings. Subject to the following sentence, the execution and delivery of this Guaranty shall not be deemed to be a waiver by Guarantor of any valid defense that Tenant may have to the performance of the obligation for which enforcement of this Guaranty is sought. Nothing contained in the previous sentence shall be deemed to mean that any obligation of Guarantor is diminished, affected or impaired as a result of any discharge or similar relief of Tenant of its obligations under this Lease which arises out of any applicable bankruptcy, insolvency or other creditor protection proceedings.

This Guaranty shall be a continuing guaranty and the liability of Guarantor shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or waiver of, or change in, any of the terms, covenants, conditions or provisions of this Lease, or by reason of any extension of time that may be granted by Landlord to Tenant (or its successors or assigns) or a changed or different use of the Premises consented to in writing by Landlord or otherwise, or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, its successors and assigns, whether or not notice thereof is given to Guarantor; provided, however, that the obligations of Guarantor shall not exceed those of Tenant under this Lease except to the extent of attorneys' fees and other costs due by Guarantor hereunder in enforcing the obligations of Guarantor under this Guaranty, and except in any circumstance in which Tenant is discharged from liability under this Lease by any process other than a voluntary discharge by Landlord (which in any event must include an express discharge of Guarantor hereunder), including any discharges that may occur under any applicable bankruptcy, insolvency or other creditor protection proceedings.

For purposes hereof, the obligations of Guarantor hereunder shall be due and payable when due and payable under the terms of this Lease notwithstanding the fact that the collection or enforcement thereof as against Tenant may be stayed or enjoined under Title 11 of the United States Code or similar applicable law. This Guaranty is one of payment and performance and not of collection.

Guarantor expressly waives any and all defenses arising by reason of any failure to give notice of an Event of Default to Guarantor, any failure to pursue potential remedies with due diligence, any failure to resort to other security (including without limitation the Security Deposit described in this Lease) or other remedies available to Landlord under this Lease, any failure of Landlord to take any action to terminate this Lease, or to take possession of and relet the Premises for Tenant's account, and any and all defenses arising out of the guarantor-principal relationship, and the same shall not operate to release Guarantor from any of his undertakings as set forth herein. Guarantor hereby irrevocably waives any and all suretyship defenses, defenses that could be asserted by Tenant (except payment) and all other defenses that would otherwise be available to Guarantor. All payments by Guarantor pursuant to this Guaranty shall be made without setoff.

Tenant	Landlord
	

Landlord's consent to any assignment or assignments, and successive assignments by Tenant and Tenant's assigns of this Lease, made either with or without notice to Guarantor, shall in no manner whatsoever release Guarantor from any liability as Guarantor, except as specifically provided in this Lease.

The assignment by Landlord of this Lease, and/or the avails and proceeds thereof, made either with or without notice to Guarantor, shall in no manner whatsoever release Guarantor from any liability as Guarantor hereunder. The term "Landlord" as used herein shall be deemed to include Landlord's successors. The term "Guarantor" as used herein shall be deemed to include Guarantor's heirs, successors and assigns. Notwithstanding the foregoing, Guarantor may not assign his rights nor delegate his obligations under this Guaranty, in whole or in part, without the prior written consent of Landlord, and any purported assignment or delegation absent such consent is void. This Guaranty shall remain in full force and effect notwithstanding (a) any assignment or transfer by Tenant of its interest in this Lease (in which case this Guaranty shall apply, from and after such assignment or transfer, to all of the obligations, liabilities and covenants of the assignee or transferee under this Lease) or (b) any assignment or transfer by Landlord of its interest in this Lease (in which case Guarantor's obligations under this Guaranty shall inure to the benefit of Landlord's assignee or transferee), in each case irrespective of whether Guarantor has notice of or consent to any such assignment or transfer.

All of Landlord's rights and remedies under this Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions required to be performed and observed by Tenant under this Lease (including without limitation the Security Deposit described in this Lease), nor shall Guarantor be released by the maintenance of or execution upon any lien which Landlord may have or assert against Tenant and/or Tenant's assets.



Guarantor hereby represents and warrants to Landlord that this Guaranty (a) has been duly authorized, executed and delivered by Guarantor and (b) is a legal, valid and binding obligation of Guarantor.

Until all the covenants and conditions in this Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or acts or performance by Guarantor in compliance with the obligations of Guarantor hereunder; (b) waive any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts or performance in compliance with the obligations of Guarantor hereunder; and (c) subordinate any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under this Lease.

This Guaranty, and Guarantor's obligations hereunder, shall be governed by and construed under the laws of the State of Florida.

Guarantor hereby represents and warrants that the value of the consideration received and to be received by Guarantor is reasonably worth at least as much as the liability and obligations of Guarantor hereunder, and such liability and obligations may reasonably be expected to benefit Guarantor directly or indirectly.

If any term or provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Guaranty, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable,

Tenant	Landlord
	

shall not be affected thereby, and each term and provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

Capitalized terms not defined herein shall have the meanings ascribed thereto in this Lease. This Guaranty may be executed in any number of counterparts, each of which, when attached hereto, shall constitute a fully and originally executed document. Electronic signatures, or original signatures transmitted via electronic means, shall be deemed valid and binding for all purposes.

IN WITNESS WHEREOF Guarantor has executed this Guaranty under seal this 12 day of July, 2021.

GUARANTOR:


Rafael Figueroa

Address: 2616 Belmont PL
Kissimmee FL 34744

Address: 2616 Belmont PL
Kissimmee FL 34744


Logic Energy USA Corp.,
a Florida corporation


Carlos E. Torres, President

Address: 3600 Commerce Boulevard
Suite 102B
Kissimmee, Florida 34741


Carlos E. Torres, Individually

Address: 3600 Commerce Boulevard
Suite 102B
Kissimmee, Florida 34741


Rafael Figueroa, Individually

Tenant	Landlord
	

FIRST AMENDMENT TO LEASE

TRINITY INDUSTRIAL CENTER

This FIRST AMENDMENT TO LEASE TRINITY INDUSTRIAL CENTER is made this 30 day of September, 2021, by and between Hanover Poinciana McClane, LLC, a Florida limited liability company ("Landlord"), and Tire Recycling Corp., a Florida corporation ("Tenant").

WHEREAS, Landlord and Tenant previously entered into that certain Lease dated as of July 12th, 2021 (the "Lease").

WHEREAS, incident to the development of the Property and the Building, the addresses for the Property were modified following the date of the Lease; and

WHEREAS, Landlord and Tenant desire to enter into this Amendment to clarify the address of the Premises that are the subject of the Lease.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows.

1. Recitals; Defined terms. The above recitals are true and correct and are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease.

2. Address of Property. The address of the Property is amended and restated for all purposes under the lease to mean and refer to: 4925 Industrial Lane, Suite 101, Kissimmee, FL 34758.

3. Exhibit A-1. The exhibit in the Lease shall be replaced with the revised building plan as per Exhibit A in this First Amendment to Lease and totals 52,649 SF.

4. Effect of Amendment. Except as modified hereby, the Lease remains unmodified and in full force and effect.

LANDLORD

TENANT

Hanover Poinciana McClane, LLC,
a Florida limited liability company

Tire Recycling Corp,
a Florida corporation

By: _____

By:  _____

Print Name: _____

Print Name: **Carlos E** _____

Title: _____

Title: **President** _____

Date: **J. Matthew** _____
Orosz

Date: **10/11/202** _____
1

10/11/2021

VP

Exhibit A



FIRST AMENDMENT TO LEASE

TRINITY INDUSTRIAL CENTER

This FIRST AMENDMENT TO LEASE TRINITY INDUSTRIAL CENTER is made this 30 day of September, 2021, by and between Hanover Poinciana McClane, LLC, a Florida limited liability company ("Landlord"), and Tire Recycling Corp., a Florida corporation ("Tenant").

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4. Effect of Amendment. Except as modified hereby, the Lease remains unmodified and in full force and effect.

LANDLORD

TENANT

Hanover Poinciana McClane, LLC,
a Florida limited liability company

Tire Recycling Corp,
a Florida corporation

By: _____

By:  _____

Print Name: _____

Print Name: Carlos E

Title: _____

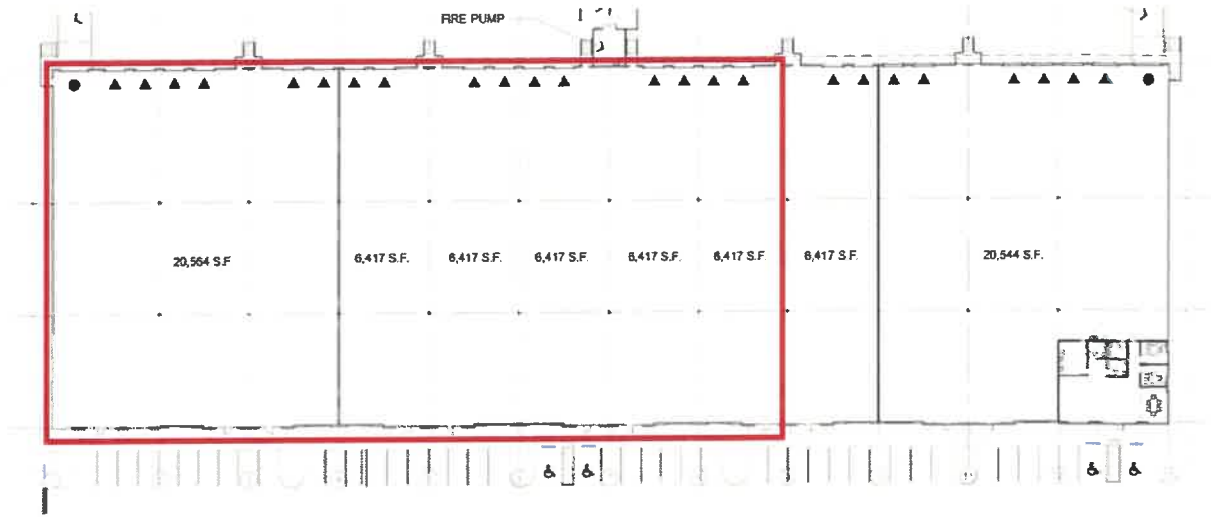
Title: President

Date: J. Matthew
Orosz

Date: 10/11/2021
1

10/11/2021
VP

Exhibit A



CERTIFICATION AS TO COMMENCEMENT DATE

THIS CERTIFICATION AS TO COMMENCEMENT DATE is dated this 17 day of December 2021, by and between **Hanover Poinciana McClane, LLC** and/or assigns (hereinafter called "Landlord") and **Tire Recycling Corp.** (hereinafter called "Tenant").

BACKGROUND FACTS

- a. Landlord and Tenant entered into that certain Lease (the "Lease") dated July 12, 2021, whereby the Tenant leased Suite 101, at 4925 Industrial Lane, Kissimmee, FL 34758 (the "Premises").
- b. Pursuant to the Lease, Landlord is hereby requesting Tenant to stipulate as to the "Commencement Date" under the Lease and as to the scheduled "Expiration Date" of the Lease.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. d/b/a ECD Automotive Design is removed from the Lease. This was a typo error. ECD Automotive is not affiliated with Tire Recycling.
2. The Commencement Date under the Lease is September 18, 2021.
3. Occupancy Date is November 1, 2021.
4. Rent Commencement Date - Rent is Zero November 2021 through July 2022.
Tenant will be responsible to Pay full month's Rent starting Aug 2022.
5. Operating Expenses Commencement Date - Operating Expenses will be Zero November 2021 through February 2022.
Tenant will be responsible to Pay full month's Operating Expenses starting March 2022.
6. Rent will increase annually on November 1st, starting November 1, 2022.
7. The Lease Expiration Date is July 31, 2032.
8. Tenant hereby acknowledges that (i) Tenant is in possession of and has accepted the Premises, (ii) all of the work to be performed by Landlord as required by the terms of the Lease has been properly completed or is progressing in a manner satisfactory to Tenant, (iii) Tenant has no claim or action under the Lease or against the Landlord whatsoever, and (iv) Tenant hereby confirms that there is no default or breach under the Lease on the part of Landlord.

LANDLORD:
Hanover Poinciana McClane, LLC

By: 

Its: 

Date: 12/17/2021

TENANT:
Tire Recycling Corp.

By: 

Its: President

Date: Dec 17 2021