

5-19-2015
Ms. Tania Rivers
305-934-7702 (cell)

TM Tires, Inc.
5555 NW 36 Ave
Miami, FL 33142

Office • 786-431-1145
Email • Info@tmtires.com

April 23, 2015

9000 to 12,000 tires
on-site
buy to resell tires.



Richard Tedder, Environmental Administrator
Solid Waste Section
Florida Department of Environmental Protection
2600 Blairstone Road, MS 4565
Tallahassee, Fl. 32399-30000

Ref.: Petition for a waiver from Rule 28-104.002. F.A.C.
Petitioner:
TM Tires, Inc.
5555 N.W. 36 AVENUE,
MIAMI, FL. 33142
Phone Number: (786) 431-1145
E.mail: tmtires@aol.com
Contact Person: Marcos Rivero, President

7 years in business

Applicable Rule: Waiver from the provisions of rule 62-711.500(3)(a), F.A.C.
Citation: This rule states as follows: "which required that owners and operators of waste tire sites provide financial assurance in the amount of the closing cost estimate for the facility"

Dear Mr. Tedder :

We are requesting a waiver under this rule due the fact that we currently have a Trust Fund with FDEP as beneficiary for the amount of \$7,280.00 as financial assurance to support a facility closure plan, this Trust Fund is with SunTrust Bank and they charged an administrative annual fee of \$2,000.00, (been one of the cheapest when we were trying to get tis trust fund). Miami Dade County RER is asking us to increase the amount of the financial assurance to \$15,000.00, based not on our obtained estimate but on their interpretation of what the market value of the disposal is supposed to be. This will further increase our operating cost. We consider completely unfair that for the financial assurance cost related to the tire disposal at closing time will be placing a financial burden on TM Tires, Inc. which is excessive for the size of our business. We are use tire wholesalers, and not recyclers except for the small amount of tires that we dispose in the course of our business.

The reason we are requesting this financial assurance waived is to avoid the excessive administrative fees related to the financial assurance by the bank.

We would like that this waiver to be permanent, since the amount going to bank fees can be invested in our small business instead of profiting the banks. There are substantial expenses in fees and license related to our business in addition to this cost.

Page 2 of 2
Petition for waiver
TM Tires, Inc.

We have attached for your review the recent Closure Cost Estimate, by our Consultant with back up costs, copy of last year's Sun Trust Bank as Trustee for TM Tires, Inc, Cashier check, and copy of the fee sheet from the Bank.

We thank in advance for your consideration and review of the subject waiver.

Best Regards

TM Tire, Inc.



Marcus Rivero
President

Enclosures



miamidade.gov

April 09, 2015

Mr. Marcus A. Rivero
TM Tires Inc.
5575 NW 36 Avenue
Miami, FL 33169



Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court • 7th Floor
Miami, Florida 33136-3912
T 305-372-6600 F 305-372-6893

CERTIFIED MAIL NO. 7013 2630 0001 8383 8874
RETURN RECEIPT REQUESTED

Re: Revised Closure Cost Estimate dated December 8, 2014 pertinent to the 2014 Closure Cost Estimate for the TM Tires Inc., Waste Tire Processing Facility (FDEP Permit No. 307803-001-WT/ WACS No. 100092/ DERM No. SW-1761), located at, near, or in the vicinity of 5555-5575 NW 36th Avenue, Miami-Dade County, Florida.

Dear Mr. Rivero:

The Environmental Permitting Section (EPS) of the Department of Regulatory and Economic Resources (RER) – Division Environmental Resources Management (DERM), under delegation from the Florida Department of Environmental Protection (FDEP), is in receipt of the referenced revised Closure Cost Estimate on March 31, 2015. DERM has completed the review of said Cost Estimate and hereby approves it for \$15,000.00.

In accordance with the provisions of Rule 62-701.711.500(3), F.A.C., you are required to provide the FDEP with proof of financial assurance issued in favor of the State of Florida in the amount of \$15,000.00. Please contact the FDEP Solid Waste Financial Coordinator in Tallahassee at (850) 245-8732 concerning compliance with financial assurance requirements. All financial assurance documents shall be sent to the address below within fifteen (15) days of receipt of this letter.

Florida Department of Environmental Protection
Solid Waste Financial Coordinator
2600 Blair Stone Road MS 4548
Tallahassee, FL 32399-2400

Failure to meet this deadline may result in the referral of this case for enforcement action. Be advised that additional information regarding financial assurance requirements is available on the FDEP's website at <http://www.dep.state.fl.us/waste/categories/swfr/>.

If you have any questions regarding this letter, please contact Susana Palomino, P.E. of the EPS at (305) 372-6600 or via email at paloms@miamidade.gov.

Sincerely,

Rashid Z. Istambouli, P.E., Chief
Pollution Regulation Division

cc: Johnny Vega, P.E., Patti Emad, Susana Palomino, P.E., Yaimara Perez – RER
SW Financial Coordinator – FDEP (via e-mail: Solid.Waste.Financial.Coordinator@dep.state.fl.us)
Tor Bejnar – FDEP (via email: Tor.Bejnar@dep.state.fl.us)
Rafael L. Robayna, P.E. – Robayna and Associates, Inc. (via email: rrobayna@robayna.com)
Markus Rivero – TM Tires, Inc. (via email: tmtires@aol.com)
DERM No. SW-1761

ROBAYNA
AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS

December 8, 2014

Mr. Rashid Z. Istambouli, PE, Chief
Department of Regulatory and Economic Resources
Pollution Regulation Division, 7th Floor
701 NW 1st Ct.
Miami, FL 33136

Re.: TM TIRES INC.
Revised Update of Financial Responsibility Cost Estimates
For 2014
FDEP File No. 307803-001-WT / DERM SW1761
5555-5575 NW 36 Ave. Miami, FL 33169

Dear Mr. Istambouli:

As per my meeting with Johnny Vega on September 15, 2014, we are hereby offering the following update as requested.

Closure plan disposal estimate.

There are no modifications to the closure plan, but based on the number of tiers sown on the permit issued by the agency we have reduced the number of tires approved amount for the FDEP of 15,000 maximum number of tires. The average weight of the tires remains as 20 pounds per tire.

We had originally provided the attached June 10, 2014 letter from Consolidated Tire Processing LLC with an estimate of \$40 per ton based on removal and disposal of all tires, but this estimate was rejected by Miami-Dade DERM/RER based on been lower than the average state fees for tire disposal. As a result based on the provided research done by DERM/RER we have changed the rate used to \$1.00 per tire. It is our professional opinion that this disposal rate is not in keeping with the market rates in the geographical area, nonetheless we are basing this estimate on this rate to obtain approval. We mentioned that the State law did not say that we have to use average rate but an estimate from a reliable source.

Estimate for loading and disposing of these remaining tires is as follows:
15,000 Used and waste tires @ \$1.00/Tire = \$15,000.00

Respectfully submitted

ROBAYNA AND ASSOCIATES, INC.

Rafael L. Robayna, PE
Professional Engineer # 19453
State of Florida

Attachments: Letter from Consolidate Tire Processing LLC, dated June10, 2014



**CONSOLIDATED
TIRE PROCESSING**

CONSOLIDATED TIRE PROCESSING LLC
3100 S. Ridgewood Avenue, Unit 190
South Daytona, FL 32119
Ph: 386-212-2048
Email: consolidatedtire@aol.com

June 10, 2014

TM Tires Inc.
5555 NW 36 Ave
Miami, FL 33142

We at Consolidated Tire Processing LLC provide prompt and dependable recycling services. Our commitment is to you, your business, and the environment. Per your request, Consolidated Tire Processing, LLC is pleased to provide the following proposal for waste tire removal and disposal in the event of site closure at your facility in Miami Florida.

Consolidated Tire Processing, LLC will load, transport and properly dispose of whole tires from your facility located at 5555 NW 36 Ave, Miami, Florida for a price of \$40 per ton.

Thank you in advance for the opportunity to be of service to you and hope that this proposal follows a favorable reply.

Best Regards,



Dennis Mufberger, MGRM

RECYCLING FOR A CLEANER TOMORROW

WASTE TIRE PROCESSING FACILITY
State of Florida Department of Environmental Protection
Notice of Permit No. WT64-0310464-001



3295

RECEIVED
 ENVIRONMENTAL PROTECTION
 APR 28 2015
 PERMITTING & COMPLIANCE
 ASSISTANCE PROGRAM

Marcus A. Rivero, President
 TM Tires, Inc.
 5555 NW 36 Avenue
 Hialeah FL 33142

RECEIVED
 ENVIRONMENTAL PROTECTION
 APR 30 2015
 SOLID WASTE MANAGEMENT
 & PERMITTING

FDEP/TM Tires, Inc. Financial Assur. Tr.

Invoice Number: 258512
 Invoice Date: 08/12/2014
 Account Number: 7947798
 Billing Period: 10/01/2014 - 09/30/2015

Please refer inquiries to your SunTrust Administrator:

Megan Gazzola
 (804) 782-5407

		Amount
Previous Balance		\$2,000.00
Payments received through 08/08/2014		(\$2,000.00)
Current Charges		
Administration Fee	2,000.00	
Total Current Period Charges		\$2,000.00
Total Amount Due		\$2,000.00

We appreciate your business and look forward to serving you in the future.

SunTrust Bank Employer Identification Number (FIN) 58-0466330

9/25/2014

2,000.00

PAYMENT RECORD

Operating Account

2,000.00



10065/10065 662494 (7/14)



100651



Mail Document and Statements to:
Solid Waste Financial Coordinator
Florida Department of Environmental Protection
2600 Blair Stone Road MS 4565
Tallahassee, Florida 32399-2400

RECEIVED
ENVIRONMENTAL PROTECTION
APR 28 2015
PERMITTING & COMPLIANCE
ASSISTANCE

RECEIVED
ENVIRONMENTAL PROTECTION
APR 30 2015
SOLID WASTE MANAGEMENT
& PERMITTING

DEP Form # 62-701.900(5)(g)
Form Title SWM Fac. Trust Fund Agreement
Form Effective Date January 8, 2010
Incorporated in Rule 62-701.630(6)

STATE OF FLORIDA
**SOLID WASTE MANAGEMENT FACILITY TRUST FUND AGREEMENT
TO DEMONSTRATE FINANCIAL ASSURANCE**

Check Appropriate Box(es): Closing Long-Term Care Corrective Action

TRUST AGREEMENT, the "Agreement," entered into as of 8/9/2012, by and between
TM Tires Inc., a Florida
Name of Owner or Operator, a Name of State
corporation, the "Grantor," and SunTrust Bank
Legal Entity Type (e.g., proprietorship, partnership, corporation) Name of Corporate Trustee
777 Brickell Avenue, 2nd Floor, Miami, FL 33131
Address of Corporate Trustee
incorporated in the state of Georgia, the "Trustee."
Insert above "incorporated in the state of [state]" or "a national bank"

WHEREAS, the Florida Department of Environmental Protection (FDEP), an agency of the state of Florida, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a solid waste management facility shall provide assurance that funds will be available when needed for the "Required Action" of the facility,

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "FDEP" means the Florida Department of Environmental Protection, an Agency of the state of Florida or any successor thereof.
- (d) The term "Required Action," as used in this document means closing, long-term care, or corrective action, or any combination of these, which is checked above.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

On Schedule A, for each facility list the FDEP Identification Number, facility name, site address, and the current Required Action cost estimates, or portions thereof, for which financial assurance is demonstrated by this Agreement.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund (the Fund) for the benefit of the FDEP. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the FDEP.

Section 4. Payment for Closure, Post-Closure Care, and Corrective Action. The Trustee shall make payments from the Fund as the FDEP Secretary, or the Secretary's designee (the "designee"), shall direct, in writing, to provide for the payment of the costs of Required Action of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the FDEP Secretary, or designee, from the Fund for Required Action expenditures in such amounts as the FDEP Secretary, or designee, shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the FDEP Secretary, or designee, specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or a state government; and
- (c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Power of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or a state government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Secretary of the FDEP, or designee, a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the FDEP Secretary, or designee, shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, FDEP Secretary, or designee, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the FDEP Secretary, or designee, to the Trustee shall be in writing, signed by the FDEP Secretary, or the designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the FDEP hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the FDEP, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the FDEP Secretary, or designee, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the FDEP Secretary, or designee, or by the Trustee and the FDEP Secretary, or designee, if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the FDEP Secretary, or designee, or by the Trustee and the FDEP Secretary, or designee, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the FDEP Secretary, or designee, issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.


Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the state of Florida.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

The persons whose signatures appear below hereby certify that the wording of this Agreement is identical to the wording as adopted and incorporated by reference in 62-701.630(6)(a), F.A.C.

GRANTOR


Signature of Grantor

Marcus A. Rivero, President

Type Name and Title

786-431-1145

Telephone Number

tmtires@aol.com

E-mail Address

TRUSTEE


Signature of Trustee

Althea Tombley-Carter, Vice President

Type Name and Title

305-579-7418

Telephone Number

Althea.Carter@SunTrust.com

E-mail Address


Signature of Notary

Notary Seal



**CERTIFICATION OF ACKNOWLEDGMENT FOR
SOLID WASTE MANAGEMENT FACILITY TRUST FUND AGREEMENT**

State of Florida County of Miami-Dade

The foregoing instrument was acknowledged before me this August 06 day of _____, 2012.

by Marcus A. Rivero as President of _____

Name of person
TM Tires Inc.
Owner or Operator

the legal entity described in and which executed

the above instrument.

[Signature]
Signature of Notary Public



Personally Known or Produced Identification

Type of Identification Produced FLORIDA DRIVER LIC# R160 541 84 0230

SCHEDULE A

This Agreement demonstrates financial assurance for cost estimate(s) on file with FDEP for the following facility(ies).

Indicate Required Action amounts for each facility separately.

FDEP I.D. No.:	WACS 100092	Required Action	Amount
Facility Name:	TM Tires Inc.	Closing:	\$ 5,358.00
Site Address:	5555 NW 36 Avenue	Long-term Care:	\$ _____
	Hialeah, FL 33142	Corrective Action:	\$ _____

SCHEDULE B

The Fund is established initially as consisting of the following property:

Cash
List the property used to establish the trust fund, e.g. [check # _____ in the amount of \$ _____].

EXHIBIT A

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing and signed by one of the following persons:

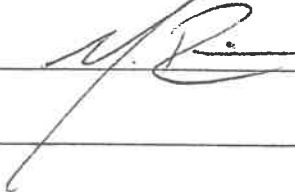
Marcus A. Rivero, President
Type Name and Title
[Signature]
Type Name and Title
Type Name and Title

EXHIBIT


**Certificate of Incumbency
(List of Authorized Representatives)**

Client Name: TM Tires Inc

As an Authorized Officer of the above referenced entity, I hereby certify that the each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Contact Number</u>
Marcus A Rivero	President		786-431-1145

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer by:

By: 
Title: President

Date: 8-6-12

To: SunTrust Bank

I direct and authorize you to invest all temporary cash and the portion of my account(s) that is appropriate to maintain in cash or cash equivalents in a SunTrust Bank deposit option or Federated Funds money market fund, as follows:

Check One:

- SunTrust Institutional Money Market Deposit Option SunTrust Non-Interest Deposit Option*
- Federated Prime Obligations Fund (POIXX) Federated Tax Free Obligations Fund (TBIXX)
- Other: _____

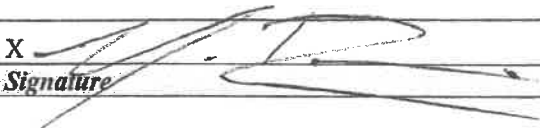
I acknowledge and consent that:

1. I understand that investments in the SunTrust Institutional Money Market Deposit Option are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (the "FDIC"), in the standard FDIC insurance amount of \$250,000, including principal and accrued interest. The Parties understand that deposits in the SunTrust Institutional Money Market Deposit Option are not secured. Further, I understand that the SunTrust Institutional Money Market Deposit Option has monthly withdrawal/disbursement restrictions of a maximum of 6 per month and that should the maximum be reached in any one calendar month, the funds will be moved to a SunTrust Bank non-interest bearing deposit option until the beginning of the following month unless an alternate investment vehicle is selected for this purpose.

Alternate Investment Vehicle: _____

2. I may view prospectuses and other Federated fund materials, including fee information, at http://www.federatedinvestors.com/sc?link=products&templ=moneyMarketSearch&ut=unregistered_webuser
3. SunTrust Bank may receive compensation in exchange for services ("fees for services") that it provides to various Federated money market mutual funds. These fees for services shall be in addition to, and will not reduce, SunTrust Bank's compensation. Such fees for services will not be paid directly by your account, but will be paid to SunTrust Bank by Federated. The fees for services are subject to change without notice.
4. I understand no transaction charge will be imposed on the account(s) listed below with respect to that portion of the account(s) invested in Federated Funds;
5. I understand that investment funds, except for the SunTrust Deposit options, are not bank deposits and are not obligations of, or insured, endorsed or guaranteed by any SunTrust Bank or their affiliates, the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other government agency. I further understand that investment in any mutual fund involves some investment risk, including the possible loss of principal.
6. I have full power to direct and authorize investments in account(s) identified below.

This direction and authorization shall continue in effect until revoked by written instruction delivered to the Bank. Until a replacement fund is provided to the Bank all funds will be held in cash.

Date: 8-6-12	
Account Name and Number:	TM Tires, Inc.
X Marcus A Rivero	X 
Name (printed or typed) Marcus A Rivero	Signature

*Beginning December 31, 2010 through December 31, 2012, deposits held in noninterest-bearing transaction accounts will be fully insured, regardless of the amount in the account.

Financial Assurance Trustee Fee Schedule

Fees are assessed monthly and are computed as follows:

Annual Administrative Fee: \$2,000.00

Standby Trustee Fee Based on the account's market value:*

\$5.00 per \$1,000 on the first \$1,000,000
\$3.00 per \$1,000 on the next \$1,000,000
\$2.00 per \$1,000 on all amounts above \$2,000,000

*All sub-account balances will be combined for fee calculation purposes. This base fee covers the safekeeping of assets, production of monthly statements, pricing of assets (market values to be reflected on monthly statements), collection of Income and proceeds of maturities, and purchase/sale of Fed eligible or Depository Eligible Securities up to four trades per month. This schedule does not contemplate equity investing.

No market value fee will be assessed for the portion of each sub-account invested in RidgeWorth Money Market Funds.

No securities transaction Fees, except as follows:

- \$100 per Physical Security Transaction
- \$100 per Repo Purchase, to cover safekeeping and valuation of collateral.
- \$5 per monthly Principal Pay-down on each mortgage-backed security.

No acceptance or termination fee.

Out-of-pocket expenses involved in the administration of the account (attorney fees, brokerage commissions, wire transfers @ \$15 each, postage, courier, etc.) will be reimbursed by the customer.

Approved By: 

Date: 8-10-12