

**AMENDMENT  
AND  
ASSIGNMENT  
AGREEMENT**

This Amendment and Assignment Agreement (Agreement), effective as of the date last signed by all Parties, to the **Waste Tire Transport & Disposal Agreement #22B-192** is made and entered into by **Empire Tire of Edgewater, LLC** (Assignor), having its principal office at 4888 W. Colonial Drive, Orlando, FL 32808; **Liberty Tire Recycling, LLC** (Assignee), having its principal office at 550 N. Mission Rd., Orlando, FL 32808, possessing FEIN 47-3444294; and **Marion County** (County), a political subdivision of the State of Florida, 601 SE 25<sup>th</sup> Avenue, Ocala, FL 34471, collectively referred to herein as the "Parties."

**Recitals**

**WHEREAS**, the Parties wish to amend the Agreement of September 7th, 2022, and this Amendment to and Assignment of the Agreement shall remain in full force and effect until completion of all services required of CONTRACTOR under the Agreement; and.

**WHEREAS**, the Assignor wishes to assign all of its rights and obligations under the Agreement to Assignee; and,

**WHEREAS**, Assignee has represented to County that Assignor and Assignee entered into a Purchase Agreement for the sale of Assignor's respective assets to Assignee. Assignee has further represented to County that Assignor is no longer operational and has no remaining assets and intends for the County to rely upon those representations; and

**WHEREAS**, the Assignee represents that it can assume and fully perform the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement shall be amended as follows:

1. The above recitals are hereby incorporated into this Agreement.
2. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 22B-1 92C, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
3. The term "Agreement" means the Contract for Waste Tire Transport & Disposal, (Contract No. 22B-192), including any amendments or modifications to such Contract; and any purchase orders for services made pursuant to the Contract either before or after the effective date of this Agreement.
4. The Assignee accepts and agrees to be bound by and fully perform all of Assignor's Contract obligations, duties, and responsibilities, and to abide by all terms and conditions specified in the Agreement, and all amendments thereto previously entered

IN WITNESS WHEREOF, the Parties have entered into this Assignment Agreement, as approved by the Marion County Board of County Commissioners on the date of the last signature below.

COUNTY

MARION COUNTY, FLORIDA, a political  
subdivision of the State of Florida, by its  
Board of County Commissioners

By: Kathy Burt for  
Michelle Stone, Chairman

ATTEST:

G. C. Harrell  
Gregory C. Harrell, Clerk of Court  
and Comptroller

For use and reliance of Marion County only,  
approved as to form and legal sufficiency:

Matthew G. Minter  
For: Matthew G. Minter, County Attorney

WITNESS:

Jonathan Merritt  
SIGNATURE  
JONATHAN MERRITT  
PRINTED NAME

WITNESS:

Jennifer L Terch  
SIGNATURE  
Jennifer L Terch.  
PRINTED NAME

BCC APPROVED: December 19, 2023  
22B-192C-CA-01 Waste Tire Transport &  
Disposal

LIBERTY TIRE RECYCLING, LLC

Mary Merritt 12/20/2023  
BY: DATE  
Mary Merritt  
PRINTED:  
Area Finance Director  
ITS: (TITLE)

EMPIRE TIRE OF EDGEWATER, LLC

Clifton McFadden 12/19/2023  
BY: DATE  
Clifton McFadden  
PRINTED:  
MGR-  
ITS: (TITLE)