

RESOLUTION NO. 2026-_____

A RESOLUTION APPROVING AN AGREEMENT AMONG THE CITY OF TAMPA, FLORIDA, AS GRANTEE OF FOREIGN TRADE ZONE 79, AND ITS SUBZONES; FOREIGN TRADE ZONE 79 BOARD, INC., AS MANAGER OF FOREIGN TRADE ZONE 79, AND ITS SUBZONES, AND LITHIUM BATTERY COMPANY INTL, LLC.; AUTHORIZING EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA AND ATTESTATION BY THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa (“City”), has been given the authority by the Foreign Trade Zones Board in Washington to establish Foreign Trade Zone 79, in and around the City of Tampa, Florida; and

WHEREAS, the City wishes to expand Foreign Trade Zone 79 by creating Subzone 79H; and

WHEREAS, the Foreign Trade Zones Board has authorized the establishment of Subzone 79H, the location and description of which are attached hereto as Exhibit A to the Agreement; and

WHEREAS, the Operator of Subzone 79H will be Lithium Battery Company Intl, LLC; and

WHEREAS, the operation of the new Subzone 79H will expand commercial and employment opportunities within Foreign Trade Zone 79.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA, THAT:**

Section 1. The Agreement between the City of Tampa, as the Grantee of Foreign Trade Subzone 79E; Foreign Trade Zone No. 79 Board Inc., as the Board that manages Foreign Trade Zone 79 and its Subzones for the City of Tampa, Florida; and Lithium Battery Company Intl, LLC, as the Operator of Subzone 79H; is hereby approved in its entirety in substantially the form attached hereto.

Section 2. The Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the Official Seal of the City to, the attached agreement on behalf of the City of Tampa.

Section 3. The proper officers of the City of Tampa are authorized to do all things necessary and proper to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

Section 4. That the City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA
FLORIDA ON _____**

ATTEST

ATTEST:

CITY CLERK/DEPUTY CITY CLERK
COUNCIL

CHAIR/CHAIR PRO-TEM, CITY
COUNCIL

Approved as to Form:

e/s *Rebecca Johns*
ASSISTANT CITY ATTORNEY

**LITHIUM BATTERY COMPANY INTL, LLC
OPERATION AGREEMENT FOR SUBZONE 79H
FOREIGN-TRADE ZONE NO. 79**

THIS AGREEMENT is made and entered into at Tampa, Florida, this ____ day of _____, 2026, by and between the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, as Grantee of Foreign-Trade Zone No. 79, hereinafter referred to as “Grantee”, the address of which is 315 East Kennedy Boulevard, Tampa, Florida 33602, Foreign-Trade Zone No. 79 Board, Inc., hereinafter referred to as “Board”, the address of which is 1101 Channelside Drive, Tampa, Florida 33602, and Lithium Battery Company Intl, LLC, a Florida limited liability company, hereinafter referred to as “Operator” or “Subzone Operator,” the business address of which is 3900 Coachman Avenue, Tampa, Florida 33611 (Hillsborough County).

WITNESSETH:

WHEREAS, the United States Foreign-Trade Zones Act of June 18, 1934, as amended, and its implementing regulations, authorize the United States Foreign-Trade Zones Board to grant to public and private corporations the privilege of establishing, operating, and maintaining foreign trade zones and subzones in or adjacent to ports of entry under the jurisdiction of the United States of America; and

WHEREAS, the City of Tampa, as Grantee of Foreign-Trade Zone No. 79, has been authorized by Sections 288.35-288.38 of the Florida Statutes, to apply for and accept a Grant of Authority from the United States Foreign-Trade Zones Board to establish, operate, and maintain a foreign-trade zone and subzones with the State of Florida; and

WHEREAS, the United States Foreign-Trade Zones Board in Washington, D.C., has approved the application for establishment of Subzone 79H, consisting of one site within the Alternative Site Framework’s service area; and

WHEREAS, the business address of Subzone 79H is within the Alternative Site Framework’s service area of Foreign-Trade Zone No. 79 and Operator has voluntarily elected to refer to the foreign-trade zone designated site as a subzone instead of usage-driven site; and

WHEREAS, Subzone Operator, upon the terms and conditions herein set forth, wishes to conduct foreign-trade zone activities in Subzone 79H; and

WHEREAS, Subzone Operator imports thin, porous membranes between anode and cathode, components for joining circuits, bundled wires with insulation, devices converting DC to AC power, structures housing system components, systems regulating battery temperature, electronic system monitoring and managing battery conditions, devices measuring electric current flow, devices maintaining constant voltage, safety devices protecting circuits from overload, modular blocks for wiring organization, materials like thermal pads, metal bars, semiconductor devices controlling power flow, modules for wireless connectivity, screens for information display,

durable plastic enclosures and insulators, conductive cables, adhesive labels for identification, Foam inserts providing cushioning during shipping, electrochemical cells in metal casings, and assemblies of multiple cells with protective circuitry and will combine domestically procured materials; and

WHEREAS, Subzone Operator has production authority to transform inputs into energy storage systems, and customized lithium-ion battery systems; and

WHEREAS, the operation of the Subzone 79H will expand commercial and employment opportunities within Foreign-Trade Zone No. 79; and

WHEREAS, Board and Grantee desire to enter into an agreement with Operator to operate Subzone 79H.

NOW THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties hereto agree as follows:

1. DEFINITIONS

The following words, abbreviations and terms shall have the meaning set out in this paragraph when used in this Agreement:

1.1. Agreement -- This Operator's Agreement for Subzone 79H between Lithium Battery Company, the City of Tampa, as Grantee, and Foreign-Trade Zone No. 79 Board, Inc.

1.2 Alternative Site Framework -- The approach to foreign-trade zone designation and management of foreign-trade zone sites that are located within Hillsborough County or Polk County. The Alternative Site Framework was adopted by the U.S. Foreign-Trade Zones Board as a matter of practice in December 2008 (74 FR 1170, January 12, 2009; correction 74 FR 3987 January 22, 2009), and modified by the U.S. Foreign-Trade Zones Board in November 2010 (75 FR 71069, November 22, 2010), and as may be amended or modified in the future.

1.3. Approved Adjacent Area -- The geographical area that is located within a 60-mile radius or 90-minutes driving time from the U.S. Customs and Border Protection ("CBP") Area Port of Tampa's headquarters that is located at 5519 West Hillsborough Avenue, Tampa, Florida 33634 or a geographical location in which U.S. Customs and Border Protection deems that proper oversight can be accomplished with physical and electronic means.

1.4. Board -- Foreign-Trade Zone No. 79 Board, Inc.

1.5. Foreign-Trade Zone (FTZ) -- One or more restricted-access sites (i.e. Zone Sites) in or adjacent (as defined by 15 CFR §400.11) to a United States Customs and Border Protection port of entry, operated as a public utility (within the meaning of 15 CFR §400.42) under the sponsorship

of the Grantee authorized by the Foreign-Trade Zones Board with zone operations under United States Custom and Border Protection's supervision.

1.6. FTZ Act -- The-Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. 81a81u).

1.7. Grantee -- the City of Tampa, Grantee of Foreign-Trade Zone No. 79 pursuant to Foreign-Trade Zones Board Order No. 192, subsequent Board Orders relating to Foreign-Trade Zone No. 79 through Board Order 1902, and all Board Orders entered subsequent to the date of this Agreement.

1.8 Imported Materials – Thin, porous membranes between anode and cathode, Components for joining circuits, Bundled wires with insulation, Devices converting DC to AC power, Structures housing system components, Systems regulating battery temperature, Electronic system monitoring and managing battery conditions, Devices measuring electric current flow, Devices maintaining constant voltage, Safety devices protecting circuits from overload, Modular blocks for wiring organization, Materials like thermal pads, Metal bars, Semiconductor devices controlling power flow, Modules for wireless connectivity, Screens for information display, Durable plastic enclosures and insulators, Conductive cables, Adhesive labels for identification, Foam inserts providing cushioning during shipping, Electrochemical cells in metal casings, and assemblies of multiple cells with protective circuitry.

1.9. Operator -- Lithium Battery Company Intl, LLC

1.10. Procedures Manual -- The document that delineates Operator's inventory control and record keeping systems for those activities that relate to all activity within Subzone 79H.

1.11. Production -- Activity involving the substantial transformation of a foreign article resulting in a new and different article having a different name, character, and use, or activity involving a change in the condition of the article which results in a change in the customs classification of the article or in its eligibility for entry consumption.

1.12 Service Area -- Hillsborough County and Polk County.

1.13. Subzone -- Subzone 79H located at 3900 Coachman Avenue, Tampa, Florida 33611 (Hillsborough County)

1.14. Subzone Operator -- Lithium Battery Company

1.15. Sunset Provision -- For sites located in Approved Adjacent Areas under the Alternative Site Framework, FTZ designation will self-remove from a site if there is not, within three (3) years of FTZ designation approval, admission into the site of foreign non-duty paid material for a bona fide customs purpose. This provision is subject to "resetting" whereby activation at a site during the site's initial sunset period would serve to push back the sunset date by another three (3) years, at which point the sunset test would again apply. For Subzone 79H, the sunset date is February 28, 2029.

1.16. United States Customs and Border Protection (CBP) -- The federal authority responsible for enforcement of customs laws relating to merchandise and records pertaining to admission and removal of merchandise from foreign-trade zone sites and responsible for approval of foreign-trade zone operator's bonds and activation and deactivation of foreign-trade zone sites.

1.17. United States Foreign-Trade Zones Board (FTZB) -- The federal regulatory authority that supervises the foreign-trade zones program of the United States of America.

1.18. Zone -- Foreign-Trade Zone No. 79.

1.19. Zone Status -- The customs status of merchandise admitted to Subzone 79H, i.e. nonprivileged foreign, privileged foreign, zone restricted, or domestic.

2. PERIOD OF AGREEMENT

This Agreement shall be deemed to have commenced upon signing of this Agreement by all parties and shall remain active for three (3) years unless this Agreement is otherwise earlier cancelled as provided herein. Upon expiration of the period of this Agreement, the parties may establish a new Agreement.

3. SCOPE OF SERVICES

3.1. Administrative Duties of Operator.

3.1.1. Operator shall be responsible for the timely preparation and submission of all reports and other documents that are or may be required by the FTZB, any other federal, state, or local agency, Board, and Grantee. All records of Operator shall be kept consistent with all requirements of FTZB, CBP, any other relevant state or federal agency, the Board, and the Grantee.

3.1.2. Subzone shall be operated, maintained, and administered by Operator in a manner consistent with all rules and regulations of FTZB, CBP, and any and all municipal, state, and federal statutes, laws, rules, and regulations concerning foreign-trade zones including, but not limited to, the development and implementation of an inventory control and records keeping system satisfactory to CBP.

3.1.3. Operator shall develop and enforce a security plan which complies with the standard set forth in "Appendix B: Physical Security Guidelines for CBP Bonded Facilities," and CBP's "Bonded Warehouse Manual for Customs and Border Protection Officers and Bonded Warehouse Proprietors.," or those standards approved by the CBP Port Director for Tampa, or such other state or federal statutes, laws, rules and regulations which may apply to the operation of the Subzone.

3.1.4. Operator shall be responsible for taking all steps necessary to activate and deactivate areas within the Subzone, such responsibility to include the payment of all fees connected with such activity. Board has the right of approval for any such activation or deactivation, but such approval shall not be unreasonably withheld. Hence if Operator does not

admit any foreign non-duty paid material for bona fide customs purposes by November 13, 2027, the three (3) year sunset time limit after foreign-trade zone designation approval (as authorized under the Alternative Site Framework) foreign-trade zone designation for Subzone will be self-removed.

3.1.5. Operator shall develop, and maintain, to the satisfaction of CBP, a procedures manual in the English language that sets forth procedures for security, housekeeping, inventory control, record keeping, tariffs, and any other procedures employed in the operation of the Subzone.

3.1.6. Upon the commencement of operations, and throughout the Term of this Agreement, Operator shall ensure there is necessary staffing to efficiently run the Subzone. The staff shall include a Manager, or equivalent supervisory position, as well as such additional personnel deemed necessary by Operator.

4. FEES

4.1. Application Fee. The application fee for the authority provided to Operator pursuant to this Agreement is \$1,000.00.

4.2. Activation Fee. The activation fee for the Subzone is \$1,000.00.

4.3. Annual Fee. In consideration of the rights granted pursuant to this Agreement to operate and maintain the Subzone, the Operator shall pay Board a service charge (“Annual Fee”) which shall cover reasonable costs and expenses incurred by Board in connection with the maintenance of the Subzone, including the costs incurred in the establishment of the Subzone. The Annual Fee shall be a total of \$2,500.00 per year for Subzone 79H. The Annual Fee shall be due and payable within thirty (30) days upon execution of this Agreement by the parties or upon a mutually agreed alternative date by the parties and thereafter on the annual renewal date of the contract. In the event this Agreement first comes into effect with less than three quarters of the fiscal year (October 1 – September 30) the initial annual fee shall be pro-rated according to the number of quarters remaining in the fiscal year commencing with the quarter in which this Agreement becomes effective by the terms herein. The annual fee shall not be prorated within the quarter the Agreement becomes effective. If after year one (1), the Subzone is not activated, or after year one (1), Operator decides to deactivate the Subzone, Operator shall pay a total of \$1,250.00 in annual fees until such time as Operator requests activation from Board. In the event Operator begins to pay \$1,250.00 for annual fees with less than three quarters of the fiscal year (October 1 – September 30) the annual fee shall be pro-rated according to the number of quarters remaining in the fiscal year. The annual fee shall not be pro-rated within the quarter the agreement becomes effective.

4.4. Deactivation Fee. If Operator requests deactivation of the Subzone, it shall pay to the Board a “Deactivation Fee” in the amount of \$1,000.00. The request for deactivation will only be accepted for review by Board if the deactivation fee is included with the request for deactivation.

4.5 The following category of fees, and their respective subcategories, shall be paid directly to Board: Application fees, Amendments to Original Application fees, Consultation fees, and Research fees. Annual fees shall be paid directly to Grantee, who shall invoice Operator. All fee categories and respective subcategories are located in the Foreign-Trade Zone No. 79 Zone schedule.

5. EXPENSES OF OPERATION

5.1. Subzone Operations. Operator shall be responsible for paying all expenses relating to its subzone operations.

5.2. Cost of Owning or Leasing Premises. Operator shall be responsible for paying all expenses in any way related to its ownership or leasing of property included in any portion of the subzone and shall pay all taxes and fees due for lease or ownership of property included in the Subzone including, but not limited to, lease payments, sales tax, ad valorem tax, etc. Neither Board nor Grantee shall become liable for any obligation of Operator by virtue of granting Operator the right to act as the Zone Operator of the Subzone.

5.3 Security Costs and Fees. Operator shall be responsible for all costs and fees associated with security of the Subzone including, but not limited to, installation of required FTZ signs and any gates, fences, locks, cameras, or other security equipment or infrastructure, background checks of key personnel and employees, or security cards that may be required by CBP or Homeland Security, etc.

6. OPERATION OF ZONE

6.1. General Requirements. Operator agrees to operate and maintain the subzone in accordance with the terms of this Agreement, Florida law authorizing operation of foreign-trade zones, all provisions of the FTZ Act and regulations issued thereunder, and all requirements of the FTZB, CBP, the Homeland Security Act and associated regulations and ordinances, whether federal, state, county, city or any other local unit of government authorized by the laws of the state of Florida.

6.2. Scope of Authority. FTZ activities in the Subzone will include warehousing/distribution. Any change in Imported Materials and finished products used in the production process must also be authorized by the FTZB. Operator shall promptly notify Board of any new proposed activity requiring FTZB notice and authorization. Board will submit production notification to FTZB on behalf Operator.

6.3. Exclusive Right. Operator shall be the exclusive operator of the Subzone and may conduct all activities necessary to operate the Subzone as permitted by the FTZ Act. This right of exclusivity applies only to the Subzone described in Exhibit "A" to this contract, as it may be expanded or reduced from time to time, and shall not be construed to prevent the Grantee or Board from granting other persons or entities the right to receive FTZ designation within or adjacent to the Zone.

6.4. Licensing Requirements. Operator shall at all times during the period of this Agreement maintain such licenses and permits as are, or may hereafter be, required for any of the various services to be performed by it as required by Grantee, any unit of local government, the State of Florida, or the United States.

6.5. Right of Entry and Inspection. Representatives of the FTZB, CBP, Board or Grantee, and other authorized governmental officers shall have the right to enter the Subzone at any time for the authorized and lawful purpose of examining the same, conferring with Operator, its agents, invitees, and employees on such premises, inspecting and checking operations, employees, supplies, equipment and merchandise, and determining whether the business is being conducted in accordance with pertinent rules, regulations, laws, and standards and the procedures established in accordance with this Agreement, the FTZ Act, and applicable FTZ and Customs regulations.

6.6. Employees. Operator shall employ, discharge, and supervise employees and/or independent contractors required for the efficient operation and maintenance of the Subzone, including a Manager. All personnel, except independent contractors and employees of independent contractors, shall be the employees of Operator. Operator shall be solely responsible for compensation for employees and independent contractors and for all employee taxes and benefits, including but not limited to, F.I.C.A. taxes and workers' compensation insurance. Operator shall also be solely responsible for obtaining all necessary security clearances and security credentials for its employees.

6.7. Contact Information. Operator shall provide the Board with the name and contact information of the Subzone Manager or delegated employee at Subzone 79H, including phone number, fax number, e-mail address, physical address, and mailing address, if different from the physical address. Operator shall have the obligation of keeping this contact information current. Operator's Subzone manager as of the effective date of this Agreement is:

Lithium Battery Company Intl, LLC
Attn: Mr. Nathan A. Staron
3900 Coachman Avenue
Tampa, Florida 33611
Telephone: 844-438-5484
Email: nathan@litiumbatterycompany.com

6.8. Communications. In order to maintain knowledge of operations, Operator shall inform Board of any and all written communications with CBP or the FTZB with respect to Subzone activity. All written applications to the FTZB with respect to modification of the Subzone, change in authority, or other modification or alteration of the Subzone requiring FTZB notice or approval must be made by Board.

6.9. Insurance. During the period of this Agreement, the Operator shall provide, pay for, and maintain with companies satisfactory to Grantee and Board a commercial general liability policy covering bodily injury and property damage with a combined single limit of no less than \$1,000,000 each occurrence and annual aggregate of \$2,000,000. Such insurance shall be from

responsible, B+ Rated or Higher, companies duly authorized to do business in the State of Florida. The policy shall provide that Grantee and Board are named additional insureds as to the operations of the Subzone under this Agreement and also shall provide the Severability of Interest Provision. The insurance coverage and limits required must be evidenced by properly executed certificates of insurance delivered to the Board at the address stated in Section 9.10. Renewal certificates of insurance shall be provided to the Board no less than ten (10) days prior to expiration of the current coverage. Each certificate must be personally manually signed by the authorized representative of the insurance company shown in the certificate. Thirty (30) days' written notice by either certified mail, telegram, electronic mail with confirmation of delivery, or hand delivery must be delivered to Board of any cancellation, intent not to renew, or reduction in the policy coverage, except in the application of the aggregate liability limits provisions. Such notice shall be delivered at the address provided by Section 9.10. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required herein. The insurance coverage required herein is to be primary to any insurance carried by Grantee or Board or any self-insurance program of Grantee. Operator hereby represents and warrants that there will be no gaps in insurance coverage and hereby agrees to indemnify Board and Grantee for all losses attributable to absence of insurance coverage in the event a gap in insurance coverage occurs.

6.10. Bonds. Operator shall obtain and at all times maintain a foreign-trade zone operator's bond and shall maintain adequate and appropriate insurance and/or bonds to satisfy foreign-trade zone requirements of CBP. Operator shall be responsible for obtaining approval of all bonds required by CBP. Said bonds shall be in an amount or amounts to be established between Operator and CBP so as to provide for payment of any customs penalties or duties resulting from operation of the Subzone or violation of customs regulations.

6.11. Indemnification. Operator shall protect, defend, hold harmless, and indemnify Grantee and Board, its directors, officers, employees, and agents from and against any and all liability, loss, claims, and damages, including reasonable attorneys' fees and costs at the trial and all appellate levels, whether insured or not, arising out of or incident to Operator's Subzone operations hereunder.

6.12. Compliance with Laws and Regulations. Operator shall take all reasonable precautions to ensure that all merchandise and activities occurring within the Subzone are in compliance with the FTZ Act, as amended, all regulations implementing the FTZ Act, all federal laws, rules and regulations, Florida law relating to Foreign-Trade Zones, and in compliance with all rules and regulations established by the Grantee or Board for operation of the Subzone. Upon becoming aware of any violation of the laws, rules, or regulations applicable to Subzone operations, the Operator shall take immediate action to remedy the violation of laws, rules, or regulations and shall notify Board of the violation and the remedial actions taken within thirty (30) calendar days from the date of discovery of the violation.

7. ACCOUNTS, RECORDS AND REPORTS

7.1. Records. Operator shall keep books, accounts, and records that reflect all revenues, expenditures, and activities in connection with the management and operation of the Subzone. The

books, accounts, and records shall be maintained at the principal place of business of Operator, said place to be located at 8000 SR-33, Lakeland, Florida 33809. All financial, accounting, and operational records concerning Subzone operation shall be retained for a minimum of five (5) years after the act or occurrence recorded or after the merchandise covered by such record has been transferred from the Subzone, or for any longer term required by Customs or FTZ regulations, whichever is longer, and all such records shall be available for review by Grantee or Board or their representatives during normal business hours. In the event of the termination of this Agreement, Operator agrees to surrender copies of any such records that may be required by the Grantee or the Board for purposes of deactivating the Subzone or completing reporting requirements and/or as may be required by CBP or the FTZB.

7.2. Financial and Accounting.

7.2.1. Operator shall employ Generally Accepted Accounting Principles in the preparation of all financial statements, accounts, and reports required under this Agreement and required by FTZ regulations.

7.3. Reports on Zone Operations.

7.3.1. Annual Reports. Operator shall be responsible for submitting to the FTZB its FTZ annual report by the third Friday of February after the end of the calendar year. Annual report data shall be submitted online through the FTZB Online FTZ Information System (OFIS) and Operator shall notify Board of completion of entry of required reporting information into OFIS.

7.3.2. Confidentiality. All financial and operations information concerning Subzone operations shall be kept confidential by Grantee and Board except for such information as shall be determined to be public information under public law or that which is required to be made public by the FTZB pursuant to regulations or upon notice to Grantee by the FTZB. Any and all procedures manuals, computer programs, computer reports, and systems designs developed by Operator for its Subzone operations shall be the sole property of Operator and will not be disclosed to any other entity. Grantee and Board agree that they will not deliberately convey or disclose information provided by Operator to Grantee and/or Board to any person, governmental agency, company, corporation, or other party unless prior approval in writing is obtained from Operator or unless otherwise required by law. Grantee and Board shall take reasonable steps to comply with the confidentiality provisions set forth herein. If Operator requests the return of any or all of non-public material, Grantee or Board shall return that which Operator requests.

Notwithstanding the foregoing or anything herein to the contrary, Operator acknowledges that Grantee and Board are public entities and are subject to and governed by Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes (collectively, the “Public Records Laws”) and are required to retain and make non-exempt public records open for inspection and copying in accordance with such laws and that notwithstanding any statement to the contrary herein, all provisions of this Agreement are subject to compliance with such laws, provided, however, that Grantee and Board agree that they will promptly notify the Operator if any request

for Proprietary Information is made and allow the Operator, at its sole expense, a reasonable opportunity to seek a protective order from an appropriate court to prevent disclosure of such Proprietary Information. In the event that the Grantee and/or Board gives notice to the Operator of a request for Proprietary Information and the Operator seeks a protective order or other remedy, the Operator agrees to indemnify, defend, and hold harmless the Grantee and the Board and their Board members, officers, agents, representatives, and employees from and against any claims, demands or causes of action, including reasonable attorneys' fees, paralegal fees and costs, relating in whole or in part to their failure to promptly disclose any Proprietary Information in violation of the Public Records Laws while the Operator is seeking a protective order or other remedy pursuant to this Agreement.

7.3.3. Audits, Inspections and Requests for Information. Operator shall notify Board, within twenty-four (24) hours of any oral or written request for information, inspection, spot check, or audit of any kind from CBP or the FTZB or other reports requested by any government agency and of any audit or investigation commenced by any government agency which directly concerns Subzone operations, and shall accompany such notification with copies of all letters, requests, reports, and investigative documentation to Grantee.

7.3.4. Record Deficiencies. In the event that any audit, inspection, or examination by CBP or the FTZB discloses that books, records, or operational procedures of Operator are not in conformance with the requirements of federal, state, and/or local law and this Agreement, Board may order the immediate correction of the documents or procedures. In the event that it is anticipated that such correction will take in excess of ten (10) working days, Operator shall submit a plan of performance to Board for the correction of such discrepancy which shall be approved, if necessary, by CBP and/or the FTZB, and Operator shall proceed with all due diligence to correct the deficiency as described in the plan as presented or approved.

8. MODIFICATION, AMENDMENT, SUSPENSION OR TERMINATION OF AGREEMENT

8.1. Requirement for Writing. This Agreement may not be modified, amended, cancelled, extended, or assigned orally. All modifications, amendments, extensions, other than automatic extensions provided for herein, or assignments must be in writing and incorporated into an amendment hereto. Termination of this Agreement by either party shall be in writing as set out in this document.

8.2. Grounds for Termination. In the event Operator fails pays its annual fees as required by Section 4.3 or fails to renew the required insurance coverage, fails to provide the required proof of renewal of insurance coverage as required by Section 6.9, or fails to maintain the Foreign-Trade Zone Operator's Bond or other bonds required by CBP as required by Section 6.10 of this Agreement, Board may terminate the Operator's contract and notify CBP that Operator is no longer authorized to operate a Subzone.

8.3. Rights and Obligations upon Termination.

8.3.1. Termination by Operator. Operator shall have the right, at any time, to voluntarily terminate this Agreement and all rights and obligations hereunder upon thirty (30) days prior written notice to Board.

8.3.2. Voluntary Deactivation of Subzone by Operator. In order to voluntarily deactivate Subzone, Operator must provide at least thirty (30) days prior written notice and submit a deactivation fee of \$1,000.00 to Board. If deactivation is approved by CBP, Operator shall pay a total of \$2,500.00 in annual fees. In the event Operator begins to pay \$2,500.00 for annual fees with less than three quarters of the fiscal year (October 1 – September 30) the annual fee shall be pro-rated according to the number of quarters remaining in the fiscal year. The annual fee shall not be pro-rated within the quarter the Agreement becomes effective. Thereafter, any request for reactivation of the Subzone shall require submission of the activation fee of \$1,000.00, as required in Section 4.2.

8.3.3. Termination by Grantee. In the event Grantee for any reason wishes to terminate its participation in the foreign-trade zone program of the United States, at least one hundred eighty (180) days prior written notice must be delivered to Operator, and Operator shall have the right, directly or through another entity, to assume the rights and obligations of Grantee for purposes of the Subzone, subject to approval of the FTZB.

8.3.4. Termination for Breach or Non-compliance. Board may unilaterally terminate this Agreement on thirty (30) days advance written notice if Operator breaches this Agreement in any material respect, and the breach is not cured within thirty (30) days after written notice thereof from Board to Operator, except that if Operator shall present a written plan to cure the breach that is agreed upon in writing by Board, the time to cure such breach shall be extended as long as Operator commences promptly and proceeds diligently to cure such breach.

8.3.5. Termination for Circumstances beyond the Control of Party(s). Any party may terminate this Agreement for circumstances which would prevent the carrying out of the terms provided herein, such as, natural or other catastrophe, revocation or modification of laws or regulations, strikes or work stoppages, or other circumstances beyond the control of the parties. In the event of termination under this subsection, the terminating party shall notify the other parties, in writing, of its intent to terminate this Agreement within fifteen (15) days of the occurrence of one of the aforesaid events.

8.3.6. Withdrawal of Grant. If the foreign-trade zone grant to Grantee is revoked or withdrawn without fault of Grantee, this Agreement shall terminate upon such revocation or withdrawal of the foreign-trade zone grant and Operator shall have no claim against Grantee by reason of such revocation, withdrawal or cancellation, and Operator shall have no further interest in the subject matter of this Agreement.

8.3.7. Termination Not to Release or Relieve Operator of Accrued Obligations; Survival. Operator specifically acknowledges and agrees that, notwithstanding anything to the contrary contained herein, upon termination or expiration of this Agreement, for any reason whatsoever, Operator shall not be released or relieved from fulfilling any and all of its obligations

or duties which arose or accrued during the Term of this Agreement, and Operator specifically represents and warrants to Board that upon termination or expiration of this Agreement, for any reason whatsoever, Operator shall completely perform and fulfill any and all of its obligations or duties which arose or accrued during the Term of this Agreement including admitting, exporting, disposal or removal of all zone status merchandise in the Subzone and the immediate preparation and filing of all necessary reports with the FTZB and CBP. Specifically, Operator agrees, represents, and warrants that its indemnity obligations, bond obligations, and record and record retention obligations shall survive termination or expiration of this Agreement for any such reason. Board may require the tender of all such records for safekeeping.

8.4. Notice. Said notice shall be delivered by either certified mail, telegram, electronic mail with confirmation of delivery, or hand delivery to the address in Section 9.10.

8.5. Remedial Steps. In the event of termination, Board and/or Grantee, or its assigns, may take any of the following remedial steps:

8.5.1. Immediate notification of CBP, the FTZB, and any other interested federal or state agency that the right to operate the Subzone has been terminated.

8.5.2. Take whatever other action at law or in equity as may be available to enforce any obligation or covenant under this Agreement, or to collect damages for breach of contract, or to effect or obtain any other remedy available.

8.5.3. No remedy herein conferred upon or reserved to the Board or Grantee or its assigns is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or available at law or in equity.

8.6. Revocation of FTZ Designation. Board at any time may recommend to FTZB that Operator's privilege of operating and maintaining the Subzone be revoked for willful and repeated violations of Section 4.3, Section 6.9, Section 6.10 or for any other substantial breach of this Agreement. Such notice of revocation must be signed by an officer of the Board or an authorized representative of the Grantee. In the event of revocation of the right to operate pursuant to this paragraph, Grantee and Board shall notify CBP. In the event revocation of the right to operate the Subzone results in assessment of duties, taxes, liquidated damages, penalties, fines, interest or other lawful charges assessed against Operator by CBP or any other federal or state agency, Operator shall be solely liable for all such expenses arising out of revocation of the right to operate.

9. GENERAL CONDITIONS

9.1. Independent Contractor Status. Grantee and Board are not, and shall never be considered as joint venturers, partners, or agents of Operator for purposes of this Agreement. Neither Grantee, Board, nor Operator shall have the power to bind or obligate the other. There shall be no liability on the part of Grantee or Board to any person, firm, or corporation for any debts incurred by Operator resulting from business conducted by it in or relating to the Subzone.

Grantee, Board, and Operator agree not to represent to anyone that they are joint venturers, partners, or agents of one another or have any authority to act on behalf of one another.

9.2. Marketing. Board may market and promote the Zone, including the Subzone. The marketing resources of Board's member agencies may be utilized to market the Zone. However, this Agreement does not require any specific marketing efforts by Board, or any of the Board's member entities and does not require mention of Operator in any marketing campaign, effort or activity. The Operator's name and general information about and pictures of the Subzone may be used on Board's website and in other marketing materials describing Foreign-Trade Zone No. 79 and/or various activities within foreign-trade zones generally.

9.3. Use of Trade Name. Upon the termination of this Agreement, Operator shall discontinue the use of trade names, trademarks, signs, and forms of advertisement which indicate a continuance of operating under the authority of the Zone. In the event Operator shall fail to make, or cause to be made, such changes within thirty (30) days after written notice from Board, Operator hereby grants to the Board the right to enter upon the Subzone without being deemed guilty of trespass, and to make or cause to be made such changes at the expense of Operator, which expenses Operator agrees to pay on demand.

9.4. Non-Assignability. Operator shall not assign or subcontract this Agreement or any interest hereunder to any other party without prior written approval of Board. Operator shall immediately notify Board and CBP of any changes in Subzone Manager, changes of principals, or change of control of Operator's corporation and shall provide time for necessary vetting and/or background checks by CBP prior to personnel or changes in control of Operator's corporation. Grantee and Board reserve the right to terminate this Agreement upon thirty (30) days written notice should such change be found unsuitable to Grantee or Board.

9.5. Construction, Applicable Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, the FTZ Act, regulations adopted by the FTZB and CBP thereunder and all amendments thereto. Venue for any action resulting under this Agreement shall be in Hillsborough County, Florida, in the City of Tampa.

9.6. Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular, or plural, any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require.

9.7. Right to Use Property. It is expressly understood by and between the parties that Operator shall be required to provide the Board with a statement as to site ownership evidencing the Operator's legal right to use the property and acknowledging that foreign-trade zone and/or Subzone status does not attach to the property. In circumstances in which the property is not owned by Operator, Operator shall also provide the property owner with notice of use of the property as a foreign-trade zone site and notice that foreign-trade zone and/or Subzone status does not attach to the property. The statement as to site ownership and notice to owner, when applicable, shall be provided no later than thirty (30) days after execution of this Agreement and within a reasonable

time in the event of subsequent change of ownership of property within the Subzone during the Term of this Agreement.

9.8. Property. All property and tangible assets, whether real, personal, mixed, or otherwise, purchased or acquired by Board and/or its assigns, as a capital expenditure, out of revenues generated by Operator Agreements shall be and remain the property and assets of Board or its assigns.

9.9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. This paragraph is to be in no way construed as granting Operator the right to assign this Agreement or any interest therein without the express prior written approval of Board, which approval may be withheld for any reason.

9.10. Notice. A party may give any notice required or permitted by this Agreement by either certified mail, telegram, electronic mail with confirmation of delivery, or hand delivery to the following addresses:

To Grantee and/or Board: Foreign-Trade Zone No.79 Board, Inc.
Attn: Mr. Torrey Chambliss
1101 Channelside Drive
Fourth Floor
Tampa, Florida 33602
Phone: 813-382-1591
Email: tchambliss@tampaport.com

To LBC: Lithium Battery Company Intl, LLC
Attn: Mr. Nathan A. Staron
3900 Coachman Avenue
Tampa, Florida 33611
Telephone: 844-438-5484
Email: nathan@lithiumbatterycompany.com

or at such other addresses as the parties may designate in writing. The date of delivery if by certified mail, as evidenced by the postal return receipt or if by courier, courier written or electronic verification of delivery, shall be deemed the date of service of the notice.

9.11. Waiver. The failure of any party hereto to claim the benefit of, or to exercise any right or power it may have with respect to any provision of this Agreement, or to insist on strict compliance by the other party of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of the party's right to demand exact compliance with the terms hereof or constitute waiver by such party of any such benefit or the exercise of any right at a future time.

9.12. Headings. Headings and captions in this Agreement are solely for the convenience of reference and shall not affect its interpretation.

9.13. Severability. If any provision of this Agreement is declared void, defective, or invalid, the remaining provisions of the Agreement shall not be affected by said declaration, and thereby shall remain in full force and effect.

9.14. Further Instruments and Actions. Each party shall deliver such further instruments and take such further action as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

9.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same Agreement.

9.16. Integration. This Agreement expresses the entire understanding between the parties and incorporates all prior negotiations of the parties. No prior oral representations are a part of the Agreement unless said representations have been incorporated in this Agreement.

9.17 Consolidated State Law Affidavit. Simultaneously with the execution of this Agreement, Operator shall execute the affidavit attached hereto as **Exhibit "B"** and incorporated herein.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

SIGNATURES APPEAR ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the on the day hereinabove first written.

Attest:

CITY OF TAMPA, a municipal corporation organized and existing under the laws of the State of Florida, as GRANTEE

City Clerk

By: _____
Jane Castor, Mayor

The execution of this document was authorized by Resolution No. _____.

Rebecca Johns, Assistant City Attorney

Attest:

FOREIGN-TRADE ZONE NO. 79 BOARD, INC., as BOARD

Board Secretary

By: _____
Jaska Petrovic, Chairman and President

Attest:

Lithium Battery Company Intl, LLC, a Florida limited liability company, as OPERATOR

By: _____
Printed Name: _____
Title: _____



EXHIBIT A

#XWQ84P100D5UQQv3

Exhibit "B"

**CONSOLIDATED STATE LAW AFFIDAVIT
AFFIDAVIT OF COMPLIANCE WITH CONVICTED VENDOR LIST (PUBLIC ENTITY
CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION
AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO
SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN
TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND
COMPLIANCE WITH PROHIBITION AGAINST ECONOMIC INCENTIVES TO
FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 288.0071, FLORIDA
STATUTES.**

The undersigned Affiant, on behalf of the Entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

Public Entity Crimes

1. Affiant understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
2. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section [215.473, Florida Statutes](#); or
 - b. Is engaged in business operations in Cuba or Syria.
4. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be

terminated for a falsification of this Affidavit.

Anti-Human Trafficking

5. Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

Compliance with Prohibition Against Economic Incentives to Foreign Countries of Concern.

6. Affiant, on behalf of the Entity attest to the following:
a. That pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Entity attests to the following: that it is not a foreign entity or a foreign country of concern such as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the City is prohibited from contracting with under Florida law.

Compliance with Foreign Countries of Concern

7. Affiant, on behalf of the Entity attest to the following:
a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date: _____ (Affiant) Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

SWORN to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]

Signature of Notary
Name: _____
(Print or Type Name)
Notary Public: State of Florida
My Commission Expires _____