

PORT EVERGLADES FRANCHISE APPLICATION

An application will not be deemed complete and ready for processing until all required documents and fees are received.

A separate application must be filed for each type of franchise applied for.

FRANCHISE TYPE

CHECK ONE

STEAMSHIP AGENT

STEVEDORE

CARGO HANDLER

TUGBOAT & TOWING

VESSEL BUNKERING

VESSEL OILY WASTE REMOVAL

VESSEL SANITARY WASTE WATER REMOVAL

MARINE TERMINAL SECURITY

MARINE TERMINAL SECURITY

FIREARMS CARRYING SECURITY PERSONNEL

NON-FIREARMS CARRYING SECURITY PERSONNEL

Note: Applicant is the legal entity applying for the franchise. If the Applicant is granted the franchise, it will be the named franchisee. All information contained in this application shall apply only to the Applicant, and not to any parent, affiliate, or subsidiary entities.

Applicant's

Name Marksman Security Corporation

(Name as it appears on the certificate of incorporation, charter, or other legal documentation as applicable, evidencing the legal formation of the Applicant)

Applicant's Business Address 3230 W. Commercial Blvd., Suite 100
Fort Lauderdale, FL 33309

Phone # (954) 964-6704 E-mail: r.mullan@marksmansecurity.com

Fax #: () _____

Name of the person authorized to bind the Applicant (Person's signature must appear on Page 13.)

Name: Richard P. Mullan

Title: Chief Operating Officer

Business Address: 3230 W. Commercial Blvd., Suite 100, Ft/ Lauderdale, FL 33309
Number / Street City/State/Zip

Phone # (954) 789-9620 E-mail: r.mullan@marksmansecurity.com

Provide the Name and Contact Information of Applicant's Representative to whom questions about this application are to be directed (if different from the person authorized to bind the Applicant):

Representative's Name _____

Representative's Title _____

Representative's Business Address _____
Number / Street City/State/Zip

Representative's Phone # () _____

Representative's E-mail address _____ @ _____

Representative's Fax # () _____

Partnership or Limited Liability Limited Partnership (if a partnership). If the Applicant was not formed in the State of Florida, provide a copy of the documents demonstrating that the Applicant is authorized to conduct business in the State of Florida.

Section C

1. Has there been any change in the ownership of the Applicant within the last five (5) years? (e.g., any transfer of interest to another party)
Yes ___ No X If "Yes," please provide details in the space provided. Attach additional sheets if necessary.

2. Has there been any name change of the Applicant or has the Applicant operated under a different name within the last five (5) years?
Yes ___ No X If "Yes," please provide details in the space provided, including: Prior name(s) and Date of name change(s) filed with the State of Florida's Division of Corporations or other applicable state agency. Attach additional sheets if necessary.

3. Has there been any change in the officers, directors, executives, partners, shareholders, or members of the Applicant within the past five (5) years?
Yes ___ No X If "Yes," please provide details in the space provided, including:
Prior officers, directors, executives, partners, shareholders, members
Name(s) _____
New officers, directors, executives, partners, shareholders, members
Name(s) _____
Also supply documentation evidencing the changes including resolution or minutes appointing new officers, list of new principals with titles and contact information, and effective date of changes. Attach additional sheets if necessary.

Section D

Provide copies of all fictitious name registrations filed by the Applicant with the State of Florida's Division of Corporations or other State agencies. If none, indicate "None" **None**

Section E

1. Has the Applicant acquired another business entity within the last five (5) years?
Yes ___ No X

2. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the parent firm's officers, managers, employees and/or the parent firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary. **None**

3. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the parent firm's officers, managers, employees and/or the parent firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary. **None**

Section F

Provide the Applicant's previous business history, including length of time in the same or similar business activities as planned at Port Everglades.

Marksman Security Corporation is a privately held U.S. owned company, founded in 2003 in Ft. Lauderdale, FL, as a provider of customized security services with the core philosophy of delivering exceptional service and a World Class customer experience.

Marksman's Leadership Team are industry leaders with exceptional experience and expertise in all segments of security services, as trusted partners for our customers delivering Marksman's Value Proposition. Our service delivery offers the traditional Branch / Regional Operations model and Marksman's Strategic Accounts Division.

Security Services Offering - Expertise

From our experience delivering security services for over 140,000 Weekly Staffing Hours, for 296 Companies, providing security officers, supervisors, and project managers, we understand your needs.

Through our operational experience in fifty (50) markets in twenty-six (26) states, Marksman's Leadership has the proven expertise and reputation of a trusted partner for Client Leaders and Property Managers responsible for; Facility Operations, Risk Management, Safety, Security, Customer Experience, Regulatory Compliance, Business Continuity, and Emergency Management. Marksman provides services through the traditional Branch Security Operations model and our Strategic Accounts Model.

MARSEC Experience

Richard Mullan, Chief Operating Officer, serves as Marksman's MARSEC subject matter expert (SME) with over twenty-one (21) years of maritime security leadership experience. Notable MARSEC security programs: Transitioned and operated Crowley Maritime physical security operations (Jax Port, Port Everglades, and warehouses), Broward County – Port Everglades transition from Broward County Sheriff's Office (8,500 HPW), Port of Tampa (1,200 HPW), Carnival Cruise Line HQ (840 HPW), Florida Power & Light port operations, Port of Houston, SE Toyota Jax Port operations, Royal Caribbean Cruise Line HQ and Corporate Facilities.

Section G

1. Provide a list of the Applicant’s current managerial employees, including supervisors, superintendents, and forepersons.
 - Richard Mullan, COO
 - Medgar Love, SVP Broward County
2. List the previous work history/experience of the Applicant’s current managerial employees, including their active involvement in seaports and length of time in the same or similar business activities as planned at Port Everglades.

Richard Mullan, Chief Operating Officer:

Mr. Mullan Serves as Marksman’s MARSEC subject matter expert (SME) with over twenty-one (21) years of maritime security leadership experience. Notable MAREC security programs: Transitioned and operated Crowley Maritime physical security operations (Jax Port, Port Everglades, and warehouses), Broward County – Port Everglades transition from Broward County Sheriff’s Office (8,500 HPW), Port of Tampa (1,200 HPW), Carnival Cruise Line HQ (840 HPW), Florida Power & Light port operations, Port of Houston, SE Toyota Jax Port operations, Royal Caribbean Cruise Line HQ and corporate facilities.

Medgar Love, Senior Vice President, Broward County:

Mr. Love has over 18 years of leadership experience in the security industry. His progressive career and leadership experience includes; Regional Vice President, Director of Operations, and Director of Security.

Mr. Love has developed operational expertise of the course of his career providing exceptional security programs and services for; Commercial Real Estate, High-rise Residential, Gate Residential Communities, Manufacturing / Distribution, Aviation, Government Services, and Corporate Campus segments.

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. **Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).**

If none, state “None” _____.

Seaport: Port Everglades & JaxPort Number of Years Operating at this Seaport 1

List below all of the Applicant’s Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Crowley Maritime	One Year

Section I

1. Provide a description of all past (within the last five (5) years) and pending litigation and legal claims where the Applicant is a named party, whether in the State of Florida or in another jurisdiction, involving allegations that Applicant has violated or otherwise failed to comply with environmental laws, rules, or regulations or committed a public entity crime as defined by Chapter 287, Florida Statutes, or theft-related crime such as fraud, bribery, smuggling, embezzlement or misappropriation of funds or acts of moral turpitude, meaning conduct or acts that tend to degrade persons in society or ridicule public morals.

The description must include all of the following:

- a) The case title and docket number
- b) The name and location of the court before which it is pending or was heard
- c) The identification of all parties to the litigation
- d) General nature of all claims being made

If none, indicate "None" **None.**

2. Indicate whether in the last five (5) years the Applicant or an officer, director, executive, partner, or a shareholder, employee or agent who is or was (during the time period in which the illegal conduct or activity took place) active in the management of the Applicant was charged, indicted, found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere where the illegal conduct or activity (1) is considered to be a public entity crime as defined by Chapter 287, Florida Statutes, as amended from time to time, or (2) is customarily considered to be a white-collar crime or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds, etc. or (3) results in a felony conviction where the crime is directly related to the business activities for which the franchise is sought.

Yes ___ No X

If you responded "Yes," please provide all of the following information for each indictment, charge, or conviction:

- a) A description of the case style and docket number
- b) The nature of the charge or indictment
- c) Date of the charge or indictment
- d) Location of the court before which the proceeding is pending or was heard
- e) The disposition (e.g., convicted, acquitted, dismissed, etc.)
- f) Any sentence imposed
- g) Any evidence which the County (in its discretion) may determine that the Applicant and/or person found guilty or convicted of illegal conduct or activity has conducted itself, himself or herself in a manner as to warrant the granting or renewal of the franchise.

Section J

The Applicant must provide a current certificate(s) of insurance. Franchise insurance requirements are determined by Broward County's Risk Management Division and are contained in the Port Everglades Tariff No. 12 as amended, revised or reissued from time to time. The Port Everglades Tariff is contained in the Broward County Administrative Code, Chapter 42, and is available for inspection on line at: <http://www.porteverglades.net/development/tariff>.

Section K

1. The Applicant must provide its most recent audited or reviewed financial statements prepared in accordance with generally accepted accounting principles, or other documents and information which demonstrate the Applicant's creditworthiness, financial responsibility, and resources, which the Port will consider in evaluating the Applicant's financial responsibility.

Attached

2. Has the Applicant or entity acquired by Applicant (discussed in Section E herein) sought relief under any provision of the Federal Bankruptcy Code or under any state insolvency law filed by or against it within the last five (5) year period?

Yes ___ No X

If "Yes," please provide the following information for each bankruptcy or insolvency proceeding:

- a) Date petition was filed or relief sought
- b) Title of case and docket number
- c) Name and address of court or agency
- d) Nature of judgment or relief
- e) Date entered

3. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for the business or property of the Applicant?

Yes ___ No X

If "Yes," please provide the following information for each appointment:

- a) Name of person appointed
- b) Date appointed
- c) Name and address of court
- d) Reason for appointment

4. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for any entity, business, or property acquired by the Applicant?

Yes ___ No X

If "Yes," please provide the following information for each appointment:

- a) Name of person appointed
- b) Date appointed
- c) Name and address of court
- d) Reason for appointment

Section L

List four (4) credit references for the Applicant, one of which must be a bank. Use this format:

Name of Reference _____ Nature of Business _____

Contact Name _____ Title _____

Legal Business Street Address _____

City, State, Zip Code _____

Phone Number () _____

Please see attached.

Section M

1. Security: Pursuant to Port Everglades Tariff 12, Item 960, all Franchisees are required to furnish an Indemnity and Payment Bond or Irrevocable Letter of Credit drawn on a U.S. bank in a format and an amount not less than \$20,000 as required by Broward County Port Everglades Department.
2. Has the Applicant been denied a bond or letter of credit within the past five (5) years?
Yes___ No X
If "Yes," please provide a summary explanation in the space provided of why the Applicant was denied. Use additional sheets if necessary.

Section N

1. Provide a list and description of all equipment currently owned and/or leased by the Applicant and intended to be used by the Applicant for the type of service(s) intended to be performed at Port Everglades including the age, type of equipment and model number.
 - Patrol Vehicles
2. Identify the type of fuel used for each piece of equipment.
 - Regular Gas
3. Indicate which equipment, if any, is to be domiciled at Port Everglades.
4. Will all equipment operators be employees of the Applicant, on the payroll of the Applicant, with wages, taxes, benefits, and insurance paid by the Applicant?
Yes X No___
If "No," please explain in the space provided who will operate the equipment and pay wages, taxes, benefits, and insurance, if the franchise is granted. Use additional sheets if necessary.

Section O

Provide a copy of the Applicant's current Broward County Business Tax Receipt (formerly Occupational License).

Section P (attached)

1. Provide a copy of Applicant's safety program.
2. Provide a copy of Applicant's substance abuse policy.
3. Provide a copy of Applicant's employee job training program/policy.
4. Provide information regarding frequency of training.
5. Include equipment operator certificates, if any.

Section Q

1. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from any federal, state, or local environmental regulatory agencies?
Yes___ No___X
2. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or civil penalties from the U.S. Coast Guard?
Yes___ No___X
3. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from the Occupational Safety and Health Administration?
Yes___ No___X

If you responded "Yes" to any of this section's questions 1, 2, or 3 above, please provide a detailed summary for each question containing the following information:

- a) Name and address of the agency issuing the citation or notice
- b) Date of the notice
- c) Nature of the violation
- d) Copies of the infraction notice(s) from the agency
- e) Disposition of case
- f) Amount of fines, if any
- g) Corrective action taken

Attach copies of all citations, notices of violations, warning notices, civil penalties and fines issued by local, state, and federal regulatory agencies, all related correspondence, and proof of payment of fines.

4. Provide a statement (and/or documentation) which describes the Applicant's commitment to environmental protection, environmental maintenance, and environmental enhancement in the Port. **(attached)**

Section R

Provide written evidence of Applicant's ability to promote and develop growth in the business activities, projects or facilities of Port Everglades through its provision of the services (i.e., stevedore, cargo handler or steamship agent) it seeks to perform at Port Everglades. For first-time applicants (stevedore, cargo handler and steamship agent), the written evidence must demonstrate Applicant's ability to attract and retain new business such that, Broward County may determine in its discretion that the franchise is in the best interests of the operation and promotion of the port and harbor facilities. The term "new business" is defined in Chapter 32, Part II of the Broward County Administrative Code as may be amended from time to time.

(attached)

If you have checked an Applicant box for VESSEL BUNKERING, VESSEL OILY WASTE REMOVAL, VESSEL SANITARY WASTE WATER REMOVAL, OR MARINE TERMINAL SECURITY, the following additional information is required:

VESSEL BUNKERING

Section T- A Letter of Adequacy from the U.S. Coast Guard and a copy of the applicant's operations manual approved by the U.S. Coast Guard.

Section V- A copy of the applicant's Oil Spill Contingency Plan for Marine Transportation Related Facilities approved by the U.S. Coast Guard.

Section W- A Terminal Facility Discharge Prevention and Response Certificate with a copy of an approved Oil Spill Contingency Plan from the Florida Dept. of Environmental Protection.

Section Z- An approved Discharge Cleanup Organization Certificate from the Florida Dept. of Environmental Protection which has been issued to the applicant or to its cleanup contractor with a copy of the cleanup contract showing the expiration date.

VESSEL OILY WASTE REMOVAL

Section S - Certificate of Adequacy in compliance with the Directives of MARPOL 73/75 and 33 CFR 158, if applicable.

Section T- A Letter of Adequacy from the U.S. Coast Guard and a copy of the Applicant's operations manual approved by the U.S. Coast Guard.

Section U- A Waste Transporter License from the Broward County Environmental Protection Department identifying the nature of the discarded hazardous (or non-hazardous) material to be transported.

Section V- A copy of the Applicant's Oil Spill Contingency Plan for Marine Transportation Related Facilities approved by the U.S. Coast Guard.

Section W- A Terminal Facility Discharge Prevention and Response Certificate with a copy of an approved Oil Spill Contingency Plan from the Florida Dept. of Environmental Protection.

Section X- A Used Oil Collector, Transporter, and Recycler Certificate from the Florida Dept. of Environmental Protection.

Section Y- An Identification Certificate from the U.S. Environmental Protection Agency.

Section Z- An approved Discharge Cleanup Organization Certificate from the Florida Dept. of Environmental Protection which has been issued to the Applicant or to its cleanup contractor with a copy of the cleanup contract showing the expiration date.

VESSEL SANITARY WASTE WATER REMOVAL

Section U- A Waste Transporter License from the Broward County Environmental Protection Department identifying the nature of the discarded hazardous (or non-hazardous) material to be transported.

Section Z1- A copy of the Applicant's operations manual.

Section Z2- A Septage Receiving Facility Waste Hauler Discharge Permit from the Broward County Water and Wastewater Services Operations Division.

MARINE TERMINAL SECURITY

Section N1- A list of all metal detection devices, walk-through and hand held, as well as all luggage and carryon x-ray machines owned or leased, to be used or domiciled at Port Everglades. Listing must include brand name and model. **Not applicable**

Section N2- A copy of all manufacturers recommended service intervals and name of company contracted to provide such services on all aforementioned equipment.

Section N3- A description of current method employed to assure all equipment is properly calibrated and functioning.

Section N4- current training requirements and training syllabus for employees operating x-ray equipment. Highlight emphasis on weapon and contraband identification. Include equipment operator certificates, if any.

Section O1- Provide copies of all local, state and federal licenses, including:

- a. A copy of the Applicant’s State of Florida Business License.
- b. A copy of security agency’s Manager’s “M” or “MB” License and a copy of the security agency’s “B” or “BB” License issued by the Florida Department of Agriculture and Consumer Services.

Section P3- SECURITY GUARDS / SUPERVISORS

a. Provide Applicant’s background requirements, education, training etc., for personnel hired as security guards.

Profile to Fit:

- ATS / Applicant Assessment: The ATS screens applicants based on established qualifiers for employment and matching applicant profile to job description persona. Applicants also complete an assessment survey that provides our Talents Managers and hiring managers clearer insight in the applicant’s potential to deliver Marksman’s Value Proposition and compatibility to our core values.
- Applicant Engagement: The Talent Manager engages applicants in the next phase in the process evaluating; geographical needs, wage & benefits requirements, prospective job fit, shift & schedule, and applicant goals.
- 3:1 Goal: Talent Managers have a goal of 3 qualified applicants per 1 opening – in support of the operations hiring manager

Qualifying & Vetting:

Three Phase Interview Process:

- Phase I: Talent Manager interview and assessment
- Phase II: Hiring Manager interview. Our Account Managers and Security Supervisors are empowered to select the members of their security team. Ideal these interviews are conducted at the job site, allowing the applicant a complete understanding of the environment, duties, task, and expectations.
- Phase III: Final Interview with the Talent Manager

Background & Personnel Qualifiers:

▪ Criminal History	▪ Driver’s History
▪ Drug Screening	▪ State Licensing
▪ TWIC	▪ C-TPAT Certification
▪ OJT Certification	▪ MARSEC Certification

b. Provide historic annual turnover ratio for security guards.

Wage Program Employee Experience	Turnover Rates
Median Market Wage	45%
Mean Market Wage (50 percentile)	35%
75 percentile Market Wage	30%
90 percentile Market Wage	20%

c. Provide a copy of Applicant's job training program/policy including a copy of training curriculum and copies of all manuals and take-home materials made available to security guards. Include information regarding frequency of training.

(Attached)

d. Provide background requirements, experience, licensing and any and all advanced training provided to supervisory personnel.

Background checks must include Social Security Number Trace and Address Locator, Criminal Records Search i) County Criminal Records Search(es) and/or State-wide Criminal Records Search(es); ii) misdemeanor and felony in the last seven years for all jurisdictions of residence and employment), Federal Criminal District Court Records Search-National iii) Districts searched based on a minimum of the last 7 years of resident/work address history, and iv) US Criminal Records Indicator and Consolidated Screening List (i.e., Terrorist Watchlist). Any Personnel with a history of or for conviction of an offense involving theft, dishonesty, violence, threats or stalking, drug offenses, weapons-related crimes, fraud or embezzlement will not be assigned to Crowley.

Assigned terminal and facility officers must have all mandatory local, state, and federal regulatory maritime port facility training including, but not limited to, compliance with U.S. Coast Guard Maritime Security regulations CFR 33 Subchapter H parts 101-105. Contractor will maintain licensing training requirements and internal Customs and Border Protection C-TPAT awareness training. Training records will be maintained and included in Owner USCG regulated Facility Security Plans.

All assigned security officers must have applicable local, state (D License), and federal Port I.D.'s (TWIC) prior to assignment to posts.

Security Operations Manager (SOM)

Overview

The SOM is responsible for managing and developing the onsite security team. The SOM will lead the security team through daily operations and all incident escalations. The SOM partners and supports site based client security leadership to ensure all identified client security needs are addressed.

Responsibilities include but are not limited to:

1. Accountable for managing site security operations team, ensuring all security policies and procedures and other relevant documentation is adhered to.
2. Lead vendor security team response for crisis management events on site.
3. Responsible for ensuring that all vendor security staff are trained and knowledgeable to Client standards when on post.
4. Provide the customer with reports, briefings and other requested information on a frequent or on ad hoc basis.
5. Responsible and accountable for ensuring that the security vendor team have the tools and equipment necessary to carry out their prescribed duties.
6. Collaborate with client on all operational security needs as identified.
7. Accountable to implement and ensure robust post and shift handover

- procedures.
8. Comply with the site standardised guarding models, only deploying additional resources upon receipt of prior Client approval.
 9. Ensure an effective communications plan is implemented and documented throughout all levels of the security team.
 10. Ensure that supervisory visits to assigned posts are occurring on a daily basis and documented accordingly.
 11. Accountable and responsible for ensuring that all security vendor staff maintain confidentiality management and privacy standards in accordance with Client and relevant legislation.
 12. Manage and direct an effective SOS team on site.
 13. Interviews, selects, and manages the training of new SOC employees. Routinely measures and assesses the proficiency and effectiveness of the SOC team.
 14. Immaculate presentation that adheres to prescribed dress code (civilian casual).

Special skills and attributes include:

1. Relevant security background experience, licensing and certificates as applicable according to the local legislation.
2. Leadership qualities; people management, communication and problem-solving skills.
3. Excellent presentation skills with proven ability to influence key business partners.
4. Strong organization and planning skills.
5. Proficient in the use of MS Office suite.
6. Ability to multitask and work under tight deadlines in a fast-paced environment.
7. Think through problems for logical solutions and remain calm and professional under stress.

Security Operations Supervisor (SOS)

Overview:

The SOS is responsible for the daily supervision of the Security Team. The SOS is accountable for ensuring that the security team carry out and fulfil all specified tasks as issued through the site Security Operations Manager (SOM). The SOS will actively monitor, review and record daily performance of all security teams, identifying areas for improved operational effectiveness and staff engagement.

Responsibilities include but are not limited to:

1. Drive the development of an excellent security culture, leading by example, setting standards (dress, department etc.), whilst displaying passion and enthusiasm for the role.
2. Issue site security management with operational reports as requested or on a routine basis.
3. Track and provide a daily and weekly shift updates to SOM including significant operational events and requirements, team meetings, communications, logistics, security officer interviews conducted, and training completed.
4. Lead and support the security team during all operations, incident escalation and response.
5. Ensure all security posts are manned in line with Marksman's standards guarding model.

6. Be prepared to provide support and relief to posts where required.
7. The SOS will have primary responsibility for ensuring that vendor Post Orders (POs) are carried out to the highest standard, ensuring that the requirements as outlined in Client POs are adhered to.
8. Ensure that all incidents, emergencies and site issues (welfare, logistics, comms, EH&S etc.) are reported, escalated and managed in compliance with Client global standards.
9. Ensure collaboration occurs with the site TC, providing up to date initiatives that are premised on a training needs analysis.
10. Oversee a functioning documented shift handover process verbally and via email for operational effectiveness. Utilise a shared documentation management system.
11. Oversee a functioning, documented post-handover at the Guardhouse, Reception and SOC. Ensure that any operational observations that are identified are actioned and followed up on in a timely manner.
12. Uniformed security personnel as per operational standards.

Special skills and attributes include:

1. Experience in leading a team.
2. Trained to an Operator level within a SOC.
3. Strong analytical, critical thinking and problem-solving skills.
4. Strong organization and planning skills, ability to instruct and delegate work.
5. Demonstrates integrity and is committed to upholding ethics and organisational values

Uniformed Security Specialist

Overview

Security Officer provides security patrols and services to the site on twenty-four (24) hours per day, seven (7) days per week basis. To maintain order and facilitate the protection of all site personnel, client property, premises and equipment.

**Reports To: Security Operations Manager/Delegate
Responsibilities include but are not limited to:**

1. Perform a variety of routine and non-routine security and receptionist duties associated with access control, CCTV, door alarm and event monitoring using established policies and procedures. Maintain civil order, especially during facility emergency conditions.
2. Secures premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry.
3. Report writing and site patrol duties.
4. Lost and found duties and other back security duties, as required or specified from time to time.
5. To immediately report all security and health and safety threats identified during all patrols.
6. To ensure a detailed knowledge and understanding of all summary Post Orders and Site Operating Procedures.

7. Patrol and respond to incidents around the site.
8. Compliance of all relevant company policies and procedures.
9. Provides support and coverage for access control badges and individual authorized access in accordance with policy.
10. Key issuance/control.
11. Assist with daily MOP's (Method of Procedure) and coordinating with supervised escorts.
12. Insure visitor, employee, contractor and vendor access compliance.
13. Access control duties, to include static and or standing post as directed.
14. Uniformed security personnel as per operational standards.

Special skills and attributes include:

1. Relevant security background experience, licensing and certificates as applicable according to the local legislation.
2. Excellent communication skills, with a courteous and professional manner.
3. Exceptional reception and customer service skills.
4. Familiarity and knowledge of MS Office products.
5. Excellent observational skills Experience communicating via two-way radio.
6. Must have a clean driving history with no "at fault" accidents within the last five (5) years
7. Strong multi-tasking abilities.

SOC Operator

Overview

The SOC Operator is responsible for using best practices to identify, analyze, and support all incidents that are either impactful or potentially impactful to business, the brand and or employees. This position is responsible for using best practices for communicating information surrounding those incidents to leadership as appropriate. The SOC Operator will monitor cameras and alarms, dispatch associated calls via telephone and radio, operate access control technology, and provide general assistance to both employees and guests. The SOC operator supports a Region and field teams as they prepare for, respond to, and recover from both crisis and non-crisis incidents.

Reports to: (Vendor) Security Operations Supervisor

Responsibilities include but are not limited to:

1. Answering routine and emergency calls, monitoring alarms and video equipment including fire alarms, door alarms, and duress alarms and provides general assistance to both employees and guests.
2. Maintains various records of communications and events.
3. Use multiple internal and external resources to gather and manage information and intelligence.
4. Escalate (without delay) complaints and unusual/critical event information to the Supervisor.
5. Accurately maintains control of all equipment and keys in the SOC. Accurately logs all equipment and keys signed out and returned by Security or other parties.
6. Informs (without delay) the Supervisor of any missing, damaged, or inoperative equipment or communications, alarm, CCTV, or other systems
7. Proactively monitors all surveillance cameras and CCTV remote viewer programs. Monitors and responds to all security and safety system alarms.

8. Answers and responds to events and situations received over regular and emergency phones and intercoms. Controls and monitors the two-way communication systems.

Special skills and attributes include:

1. Relevant security background experience, licensing and certificates as applicable according to the local legislation.
 2. Above average computer hardware and software knowledge.
 3. Excellent verbal and communication skills.
 4. Strong analytical and problem-solving skills.
 5. Ability to multi-task, discerns patterns in detail.
 6. Think through problems for logical solutions and remain calm and professional under stress.
 7. Strong decision-making ability during both crisis and non-crisis situations.
 8. Able to work with highly confidential information.
- e.** Provide present policy for individual communication devices either required of security guards or supplied by the employer.
- f.** Provide procurement criteria and source as well as Applicant's certification requirements for K-9 workforce.
- g.** Provide information on the number of security guards / supervisors currently employed or expected to be employed to provide security services at Port Everglades.

Supervisors 5
Class D Guards 17
Class G Guards _____
K-9 Handlers _____

Port Everglades Tariff 12

References to the Port Everglades Tariff 12 as amended or reissued: <http://www.porteverglades.net/development/tariff>

Application Fees

The following fees have been established for franchised businesses at Port Everglades. Initial processing fees are nonrefundable. A franchise is required for each category of business.

Stevedore

Initial processing fee, assignment fee, or reinstatement fee \$ 11,000.00

Annual Fee

\$ 4,000.00

Cargo Handler

Initial processing fee, assignment fee, or reinstatement fee \$ 11,000.00

Annual Fee

\$ 4,000.00

Steamship Agent

Initial processing fee, assignment fee, or reinstatement fee \$

4,000.00

Annual Fee

\$ 2,250.00

Tugboat and Towing

Initial processing fee, assignment fee, or reinstatement fee \$ 26,000.00

Annual Fee

By Contract

Vessel Bunkering, Vessel Oily Waste Removal,

Vessel Sanitary Waste Water Removal

Initial processing fee, assignment fee, or reinstatement fee \$ 4,000.00

Annual Fee

\$ 2,250.00

For first-time franchise Applicants, both the initial application fee and the annual fee must be submitted at time of application. Thereafter, annual franchise fees are due and payable each year on the franchise anniversary date, which is defined as the effective date of the franchise.

Note: Check(s) should be made payable to:

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS and be mailed with this application to:

Port Everglades Business Administration Division

1850 Eller Drive, Fort Lauderdale, FL 33316

Required Public Hearing

Staff review of this application will not commence until such time as all of the above requested information and documentation has been provided and the franchise application has been determined by staff to be complete. All of the above requested information and Sections are required to be completed prior to the scheduling of the public hearing. Staff will request that the Broward County Board of County Commissioners set a public hearing to consider the franchise application and hear comments from the public. The Applicant will be notified of the Public Hearing date and must plan to attend the Public Hearing.

By signing and submitting this application, Applicant certifies that all information provided in this application is true and correct. Applicant understands that providing false or misleading information on this application may result in the franchise application being denied, or in instances of renewal, a franchise revoked. Applicant hereby waives any and all claims for any damages resulting to the Applicant from any disclosure or publication in any manner of any material or information acquired by Broward County during the franchise application process or during any inquiries, investigations, or public hearings.

Applicant further understands that if there are any changes to the information provided herein (subsequent to this application submission) or to its officers, directors, senior management personnel, or business operation as stated in this application, Applicant agrees to provide such updated information to the Port Everglades Department of Broward County, including the furnishing of the names, addresses (and other information as required above) with respect to persons becoming associated with Applicant after its franchise application is submitted, and any other required documentation requested by Port Everglades Department staff as relating to the changes in the business operation. This information must be submitted within ten (10) calendar days from the date of any change made by the Applicant.

Applicant certifies that all workers performing functions for Applicant who are subject to the Longshore and Harbor Workers' Act are covered by Longshore & Harbor Workers' Act, Jones Act Insurance, as required by federal law.

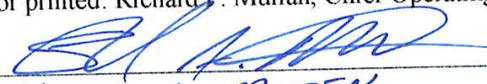
This application and all related records are subject to Chapter 119, F.S., the Florida Public Records Act.

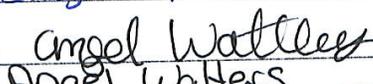
By its execution of this application, Applicant acknowledges that it has read and understands the rules, regulations, terms and conditions of the franchise it is applying for as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended, and agrees, should the franchise be granted by Broward County, to be legally bound and governed by all such rules, regulations, terms and conditions of the franchise as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended.

The individual executing this application on behalf of the Applicant, personally warrants that s/he has the full legal authority to execute this application and legally bind the Applicant.

Signature of Applicant's Authorized Representative  Date Signed: May 19, 2022

Signature name and title - typed or printed: Richard P. Mullan, Chief Operating Officer

Witness Signature (*Required*) 
Witness name-typed or printed Shezma A. MOTEN

Witness Signature (*Required*) 
Witness name-typed or printed Angel Walters

If a franchise is granted, all official notices/correspondence should be sent to:

Name Richard Mullan Title Chief Operating Officer
Address: 1040 Crown Point Parkway, Suite 190, Atlanta, GA 30338 Phone: (954)789-9620

Port Everglades Franchise Application

Attachments

1. Marksman Security Leadership Resumes
2. Marksman Articles of Incorporation
3. Financial Statements
4. Four Credit References
5. Broward County Business Tax Receipt
6. Safety Program
7. Employee Handbook
 - ❖ Substance Abuse Policy
 - ❖ Communications Policy
8. Training Program
9. C-TPAT Training
10. Environmental, Social, and Governance Statement
(Environmental commitment statement)
11. Marksman's Strategic Statement to Promote Growth
12. Florida Division of Licensing – Marksman Security Agency
13. Certificate of Insurance

Our Executive Leadership:



Mark E. Radi | President & Founder

Marksman Security was founded in 2003 by Mark E. Radi, a South Florida based entrepreneur and former law enforcement officer. Mr. Radi's professional career encompasses over 20 years of combined law enforcement and security industry experience.

Mr. Radi started Marksman Security to fill an unmet demand for a professional, performance-driven security service. Throughout his career, Mr. Radi has focused on three core values that he attributes to the success of Marksman Security: integrity, consistency, and long-lasting relationships with clients and employees. Mr. Radi has a bachelor of Science degree in Criminal Justice and Criminology at Lynn University. He is a member of the American Society for Industrial Security (ASIS) and is a supporter of the Police Athletic League, the Miami Dolphins Foundation, and Lynn University.



Ezekiel "Zeke" A. Kaufman | Chief Executive Officer

As CEO and co-owner of Marksman Security, Mr. Kaufman's leadership, insight, and operational expertise have strengthened Marksman's culture of innovation and collaboration, expanded the company into new markets, and extended its portfolio and scope of service.

Prior to joining Marksman in 2006, Mr. Kaufman was an attorney with a national law firm, focusing on commercial real estate transactions and condominium/community association development. Mr. Kaufman earned his Juris Doctor from Washington University School of Law in St. Louis in 2003 and his Bachelor's degree from Cornell University in Hotel Administration in 2000. Mr. Kaufman is a member of the Florida, Virginia, Maryland and Washington, D.C., bar associations.



Richard P. Mullan | Chief Operating Officer

Mr. Mullan joined Marksman Security with over 30 years of executive leadership experience in the security industry providing customized security solutions and expertise in all market segments; Commercial Real Estate, Maritime Security, Aviation Security, High-Tech Facilities, Residential Security, Fortune 500 Corporations, Higher Education, Government Services, and Healthcare. He brings results-focused progressive experience with national organizations through cultivating strong customer relationships, developing talents, and building customer

& employee centric cultures.

Richard's leadership experience includes; Chief Operating Officer, Senior Vice President, Vice President/Managing Partner, Regional Vice President, and Vice President/General Manager. Prior to his entry in the security industry Richard had a successful law enforcement career serving as; Assistant Chief of Police, Regional Director for the 1996 Olympics, Executive Protection Director for the International Olympic Committee President, and Special Agent Secretary of Defense Protective Services Detail.

Mr. Mullan holds a Bachelor's of Science degree in Criminal Justice & Political Science from the University of the State of New York. He has been an active board member in the United Way and is engaged in key professional organizations; ASIS, BOMA, Maritime Security Council, IFMA, IAHSS, and CAI.



Shezad A. Moten | Chief Strategy Officer

Mr. Moten joined with Marksman Security in 2012 and is focused on strengthening the organization by ensuring that its culture of customer service and innovation remains on par with its identity as a leader in the security services industry. Prior to joining Marksman, Mr. Moten's professional career spans over 19 years of security industry experience.

His progressive career & leadership experience includes; President/Owner, Regional Vice President, Director of Operations, and Director of Security. Mr. Moten holds a Bachelor's degree in Sociology with a concentration in Criminology from the University of Florida and is a proud member of the Delta Tau Delta International Fraternity. He is also a member of ASIS, the Florida Association of Security Companies (FASCO), and The National Council of Investigation and Security Services (NCISS).



Harlan Press | Chief Financial Officer

Mr. Press has more than 30 years of accounting and finance experience with public and privately-owned businesses. In July 2015 Mr. Press was appointed Chief Financial Officer and he uses his financial expertise and leadership skills to streamline and improve the operational practices at Marksman Security.

Prior to joining Marksman, Mr. Press was the Chief Financial Officer for various businesses, where he has accomplished a NASDAQ Capital Markets, transacted numerous equity and debt transactions, increased shareholder value, completed and integrated mergers and acquisitions, enhanced revenue growth along with profitability, and has established best practices, developed and implemented automated systems and complex internal controls.

Mr. Press is a Certified Public Accountant and a Chartered Global Management Accountant, he holds a Bachelor of Science degree from Syracuse University, is a member of the American Institute of Certified Public Accountants, and New York State Society of Certified Public Accountants.



Jason Logsdon | Chief Innovation Officer

Mr. Logsdon's skills, expertise and experience in property, service, personnel and fiscal management proved instrumental in Marksman's ability to maintain accountability and consistency throughout its westward expansion. Under the leadership of Mr. Logsdon, not only has Marksman Security successfully entered this highly competitive market, but the branch itself has thrived in unprecedented growth, service excellence and dependability.

Prior to joining Marksman Security, Mr. Logsdon was General Manager for a luxury high-rise in Florida. Notably, he maintains his credentials today as a licensed community association manager and currently serves on the Board of Directors of the Las Vegas High-rise and Condominium Association as it's Vice President. Mr. Logsdon's previous experience includes over a decade in hotel management/operations for upscale, select-service hotels in Virginia, Washington and Las Vegas.

Mr. Logsdon is an alumnus of the University of Nevada at Las Vegas, and gained leadership experience with the U.S. Army Reserve and is a member of ASIS, IREM, CAI, the LVHCA and IFMA.



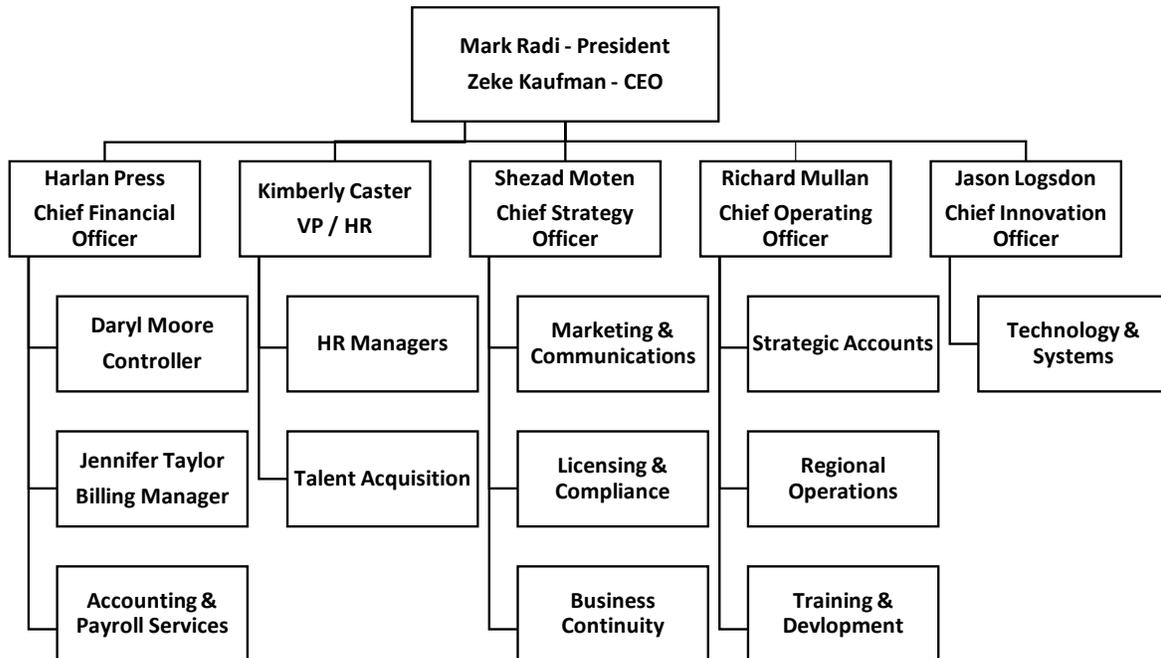
Kim Castor | Vice President – Human Resources

Ms. Kimberley Castor brings 20 years of executive leadership and experience to Marksman Security’s corporate team. During her decade plus in the security services industry Ms. Castor has helped manage and develop programs covering nearly every facet of the enterprise including operations, logistics, client relations, accounting and human capital management.

Ms. Castor found her passion for Human Resources upon entering the security industry in 2009. In her capacity as the Vice President of Human Resources she manages the day to day operations of Marksman’s Human Resource departments throughout the United States. Her areas of expertise include employee relations, compensation and benefits administration, labor law and corporate compliance.

Since joining Marksman Security Ms. Castor has been instrumental in the implementation of several business management platforms designed to help Marksman maintain its tremendous growth in new and existing markets. Ms. Castor’s ongoing mission is to maintain Marksman Security’s position as not only a premier leader in the security industry, but also its position as a premier partner to the thousands of employees that call Marksman Security home and to Marksman’s clients.

Marksman’s Organizational Chart:



Marksman Security Corporation Federal Employer ID: 02-0725791

CORPORATE HEADQUARTERS
3230 COMMERCIAL BLVD.
SUITE 100
FT. LAUDERDALE, FL 33309
PHONE: (954) 964-6704

**BYLAWS
OF
MARKSMAN SECURITY CORPORATION**

ARTICLE I. MEETING OF SHAREHOLDERS

Section 1. Annual Meeting. The annual meeting of the shareholders of the Corporation for the election of directors and the transaction of other business shall be held during the month of June in each year and on the date and at the time and place that the Board of Directors determines. If any annual meeting is not held, by oversight or otherwise, a special meeting shall be held as soon as practical, and any business transacted or election held at that meeting shall be as valid as if transacted or held at the annual meeting.

Section 2. Special Meetings. Special meetings of the shareholders for any purpose shall be held when called by the President or the Board of Directors, or when requested in writing by the holders of not less than forty percent of all the shares entitled to vote at the meeting. A meeting requested by shareholders shall be called for a date not less than ten nor more than sixty days after the request is made, unless the shareholders requesting the meeting designate a later date. The Secretary shall issue the call for the meeting, unless the President, the Board of Directors, or shareholders requesting the meeting designate another person to do so. The shareholders at a special meeting may transact only business that is related to the purposes stated in the notice of the special meeting.

Section 3. Place. Meetings of shareholders may be held either within or outside the State of Florida.

Section 4. Notice. A written notice of each meeting of shareholders, stating the place, day, and time of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each shareholder of record entitled to vote at the meeting, not less than ten nor more than sixty days before the date set for the meeting, either personally or by first-class mail, by or at the direction of the President, the Secretary, or the officer or other persons calling the meeting. If mailed, the notice shall be considered delivered when it is deposited in the United States mail, postage prepaid, addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Waivers of Notice. Whenever any notice is required to be given to any shareholder of the Corporation under these bylaws, the Articles of Incorporation, or the Business Corporation Act of the State of Florida, a written waiver of notice, signed anytime by the person entitled to notice shall be equivalent to giving notice. Attendance by a shareholder entitled to vote at a meeting, in person or by proxy, shall constitute a waiver of notice of the meeting, except when the shareholder attends a meeting solely for the purpose, expressed at the beginning of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Closing Transfer Books or Fixing Record Date. For the purpose of determining the shareholders for any purpose, the Board of Directors may either require the stock transfer books to be closed for up to sixty days or fix a record date, which shall be not more than sixty days before the date on which the action requiring the determination is to be taken. If the purpose is to determine shareholders entitled to vote at a meeting, the books shall be closed, or the record date shall be, at least ten days before the date on which the action is to be taken. If the transfer books are not closed and no record date is fixed for the determination of shareholders, the date on which notice of the meeting is mailed or the date on which the Board of Directors adopts a resolution declaring the dividend or authorizing the action that would require a determination of shareholders shall be the record date. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, that determination shall apply to any adjournment of the meeting, unless the board of directors fixes a new record date.

Section 7. Voting Record. At least ten days before each meeting of shareholders, the officer or agent having charge of the stock transfer books for shares of the Corporation shall make a complete list of the shareholders entitled to vote at the meeting, listing each shareholder's address and the number, class, and series of shares that he holds. For ten days before the meeting, the list shall be kept on file at the Corporation's registered office or the principal place of business, and any shareholder may inspect the list anytime during usual business hours. The list shall also be produced and kept open at the time and place of the meeting, at which time any shareholder may inspect the list.

If the requirements of this section have not been substantially complied with, the meeting, on the demand of any shareholder in person or by proxy, shall be adjourned until the requirements are complied with. If no demand for adjournment is made, failure to comply with the requirements of this section does not affect the validity of any action taken at the meeting.

Section 8. Shareholder Quorum and Voting. A supermajority of the shares entitled to vote, represented in person or by proxy, constitutes a quorum at a meeting of shareholders. For purposes of these Bylaws supermajority shall mean seventy five percent or more of ownership interests of the shareholders of the Corporation. If a quorum is present, the affirmative vote of a supermajority of the shares entitled to vote on the matter is the act of the shareholders unless otherwise provided by law. A shareholder may vote either in person or by proxy executed in writing by the shareholder or his duly authorized attorney-in-fact. After a quorum has been established at a shareholders' meeting, a withdrawal of shareholders that reduces the number of shareholders entitled to vote at the meeting below the number required for a quorum does not affect the validity of an adjournment of the meeting or an action taken at the meeting prior to the shareholders' withdrawal.

Treasury shares, shares of stock of this Corporation owned by another Corporation the majority of the voting stock of which is owned or controlled by this Corporation, and shares of stock of this Corporation that it holds in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any time. The Chairman of the Board, the President, any Vice President, the Secretary, and the Treasurer of a corporate shareholder are presumed to possess, in that order, authority to vote shares standing in the name of a corporate shareholder, absent a bylaw or other instrument of the corporate shareholder designating some other officer, agent, or proxy to vote the shares. Shares held by an administrator, executor, guardian, or conservator may be voted by him without a transfer of the shares into his name. A trustee may vote shares standing in his name, but no trustee may vote shares that are not transferred into his name. If he is authorized to do so by an appropriate order of the court by which he was appointed, a receiver may vote shares standing in his name or held by or under his control, without transferring the shares into his name. A shareholder whose shares are pledged may vote the shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee or his nominee shall be entitled to vote the shares unless the instrument creating the pledge provides otherwise.

ARTICLE II. DIRECTORS

Section 1. Function. The business of this Corporation shall be managed and its corporate powers exercised by the Board of Directors. Notwithstanding anything to the contrary, however, the Board of Directors shall not cause or commit the Corporation to do any of the following without the express written consent of the shareholders holding at least a supermajority of the shares entitled to vote regardless of whether the transaction(s) involved is/are conducted in the regular course of the Corporation's business:

- (a) Sell or otherwise dispose all or substantially all of the property or assets of the Corporation or any other property, which occurs in each case as part of a single transaction or plan;
- (b) Mortgage, pledge, or grant a security interest (collectively, "pledge") in any Corporation property;

- (c) Incur or refinance any indebtedness for money borrowed by the Corporation, whether secured or unsecured and including any indebtedness for money borrowed from a shareholder;
- (d) Lend money to or guaranty or become surety for any obligations;
- (e) Compromise or settle any claim against or inuring to the benefit of the Corporation involving an amount of controversy in excess of \$10,000;
- (f) Cause the Corporation to commence a voluntary case as debtor under the United States Bankruptcy Code;
- (g) amend the Corporation's Articles of Incorporation or Bylaws or a material change in its capital structure;
- (h) extend credit to any person or entity or the making of any loan or advance, other than in the ordinary course of business;
- (i) retain legal counsel for the Corporation;
- (j) admit new Shareholder(s);
- (k) enter into an employment agreement or amend or terminate any employment agreement or consulting agreement with any Shareholder; or
- (l) increase or decrease salary of any Shareholder.

Section 2. Number. The Corporation shall have two directors. The number of directors may be increased or diminished from time to time by the holders of a supermajority of the outstanding shares of the Corporation at any regular or special meeting of shareholders, but no decrease shall have the effect of shortening the term of any incumbent director, unless the shareholders remove the director.

Section 3. Qualification. Each member of the Board of Directors must be an adult. A director need not be a resident of Florida or a shareholder of the Corporation.

Section 4. Election and Term. At each annual meeting of the shareholders of the Company, or at any meeting of the shareholders of the Company at which members of the Board of Directors of the Company are to be elected, or whenever members of the Board of Directors are to be elected by written consent, the Shareholders agree to vote or act with respect to their shares so as to: (i) elect one (1) members of the Company's Board of Directors designated by Mark Radi, and (ii) elect one (1) member of the Company's Board of Directors designated by Ezekiel Kaufman. Each of the Shareholders may remove their designated director at any time and from time to time, with or without cause (subject to the Bylaws of the Company as in effect from time to time and any requirements of law), in their sole discretion, and after written notice to each of the parties hereto of the new nominee to replace such director, each Shareholder shall promptly vote their shares of capital stock of the Company to remove said designated director and elect such nominee to the Board of Directors. The voting agreement contained herein is coupled with an interest and may not be revoked during the term of this Agreement, except as provided in Section 3 hereof.

Section 5. Compensation. The Board of Directors has authority to fix the compensation of the directors, as directors and as officers.

Section 6. Duties of Directors. A director shall perform his duties as a director, including his duties as a member of any committee of the board upon which he serves, in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances.

Section 7. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken is presumed to have assented to the action unless he votes against it or expressly abstains from voting on it.

Section 8. Vacancies. Unless filled by the shareholders, any vacancy occurring in the board of directors, including any vacancy created because of an increase in the number of directors, may be filled in accordance with Section 4 above.

Section 9. Removal of Directors. Directors may be removed pursuant to Section 4 above.

Section 10. Quorum and Voting. A majority of the Board of Directors constitutes a quorum for the transaction of business. The act of the majority of the directors at a meeting at which a quorum is present is the act of the Board of Directors.

Section 11. Place of Meetings. Regular and special meetings by the Board of Directors may be held within or outside the State of Florida.

Section 12. Regular Meetings. A regular meeting of the Board of Directors shall be held without notice, other than this bylaw, immediately after and at the same place as the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than the resolution.

Section 13. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any directors.

Section 14. Notice of Meetings. Written notice of the time and place of special meetings of the Board of Directors shall be given to each director by either personal delivery or by first class United States mail, telegram, or cablegram, at least two days before the meeting. Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting constitutes a waiver of notice of the meeting and all objections to the time and place of the meeting, or the manner in which it has been called or convened, except when the director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of waiver of notice of the meeting.

A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

ARTICLE III. OFFICERS

Section 1. Officers. The officers of the Corporation shall consist of a President, a Secretary, and a Treasurer, and may include one or more Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers. The officers shall be elected initially by the Board of Directors at the organization meeting of board of directors and thereafter at the first meeting of the board following the annual meeting of

the shareholders in each year. The board from time to time may elect or appoint other officers, assistant officers, and agents, who shall have the authority and perform the duties prescribed by the board. All Officers shall hold office until their successors have been appointed and have qualified or until their earlier resignation, removal from office, or death. One person may hold any two or more offices. The failure to elect a President, Secretary, or Treasurer shall not affect the existence of the Corporation.

Section 2. President. The President, subject to the directions of the Board of Directors, is responsible for the general and active management of the business and affairs of the Corporation, has the power to sign certificates of stock, bonds, deeds, and contracts for the Corporation, and shall preside at all meetings of the shareholders.

Section 3. Vice Presidents. Each Vice President has the power to sign bonds, deeds, and contracts for the Corporation and shall have the other powers and perform the other duties prescribed by the Board of Directors or the President. Unless the board otherwise provides, if the President is absent or unable to act, the Vice President who has served in that capacity for the longest time and who is present and able to act shall perform all the duties and may exercise any of the powers of the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for stock of the Corporation.

Section 4. Secretary. The Secretary shall have the power to sign contracts and other instruments for the Corporation and shall (a) keep the minutes of the proceedings of the shareholders and the Board of Directors in one or more books provided for that purpose, (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law, (c) maintain custody of the corporate records and the corporate seal, attest the signatures of officers who execute documents on behalf of the Corporation, and assure that the seal is affixed to all documents of which execution on behalf of the Corporation under its seal is duly authorized, (d) keep a register of the post office address of each shareholder that shall be furnished to the Secretary by the shareholder, (e) sign with the president, or a Vice President, certificates for shares of the Corporation, the issuance of which have been authorized by resolution of the Board of Directors, (f) have general charge of the stock transfer books of the Corporation, and (g) in general perform all duties incident to the office of Secretary and other duties as from time to time may be prescribed by the President or the Board of Directors.

Section 5. Treasurer. The Treasurer shall (a) have charge and custody of and be responsible for all funds and securities of the Corporation, (b) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit monies in the name of the Corporation in the banks, trust companies, or other depositories as shall be selected by the Board of Directors, and (c) in general perform all the duties incident to the office of treasurer and other duties as from time to time may be assigned to him by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in the sum and with the surety or sureties that the Board of Directors determines.

Section 6. Removal of Officers. An officer or agent elected or appointed by the Board of Directors may be removed by the board whenever in its judgment the removal of the officer or agent will serve the best interests of the Corporation. Removal shall be without prejudice to any contract rights of the person removed. The appointment of any person as an officer, agent, or employee of the Corporation does not create any contract rights. The Board of Directors may fill a vacancy, however occurring, in any office.

Section 7. Salaries. The Board of Directors from time to time shall fix the salaries of the officers, and no officer shall be prevented from receiving his salary merely because he is also a Director of the Corporation.

ARTICLE IV. INDEMNIFICATION

Any person, his heirs, or personal representative, made or threatened to be made, a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative, because he, his testator, or intestate is or was director, officer, employee, or agent of this Corporation or serves or served any other Corporation or other enterprise in any capacity at the request of this Corporation, shall be indemnified by this Corporation, and this Corporation may advance his related expenses to the full extent permitted by law. In discharging his duty, any director, officer, employee, or agent, when acting in good faith, may rely upon information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by (1) one or more officers or employees of the Corporation whom the director, officer, employee, or agent reasonably believes to be reliable and competent in the matters presented, (2) counsel, public accountants, or other persons as to matters that the director, officer, employee, or agent believes to be within that person's professional or expert competence, or (3) in the case of a director, a committee of the board of directors upon which he does not serve, duly designated according to law, as to matters within its designated authority, if the director reasonably believes that the committee is competent. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which the person, his heirs, or personal representatives may be entitled. The Corporation may, upon the affirmative vote of a majority of its board of directors, purchase insurance for the purpose of indemnifying these persons. The insurance may be for the benefit of all directors, officers, or employees.

ARTICLE V. STOCK CERTIFICATES

Section 1. Issuance. Every shareholder in this Corporation is entitled to have a certificate, evidencing all shares to which he is entitled. No certificates shall be issued for any share until the share is fully paid.

Section 2. Form. Certificates evidencing shares in this Corporation shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and may be sealed with the seal of this Corporation or a facsimile of the seal. Unless the Corporation stock is registered pursuant to every applicable securities law, each certificate shall bear an appropriate legend restricting the transfer of the shares evidenced by that certificate.

Section 3. Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate in the place of any certificate previously issued if the shareholder of record (a) makes proof in affidavit form that the certificate has been lost, destroyed, or wrongfully taken, (b) requests the issue of a new certificate before the Corporation has notice that the certificate has been acquired by a purchaser for a value in good faith and without notice of any adverse claim, (c) if requested by the Corporation, gives bond in the form that the Corporation directs, to indemnify the Corporation, the transfer agent, and registrar against any claim that may be made concerning the alleged loss, destruction, or theft of a certificate, and (d) satisfies any other reasonable requirements imposed by the Corporation.

Section 4. Restrictive Legend. Every certificate evidencing shares that are restricted as to sale, disposition, or other transfer shall bear a legend summarizing the restriction or stating that the Corporation will furnish to any shareholder, upon request and without charge, a full statement of the restriction.

ARTICLE VI. DIVIDENDS

As more specifically provided in the Shareholders' Agreement, the Board of Directors from time to time may declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

ARTICLE VII. SEAL

The corporate seal shall have the name of the Corporation and the word "seal" inscribed on it, and may be a facsimile, engraved, printed, or an impression seal.

ARTICLE VIII. AMENDMENT

These bylaws may be repealed or amended, and additional bylaws may be adopted, by either a vote of a majority of the full Board of Directors together with a vote of the holders of a supermajority of the issued and outstanding shares entitled to vote, but the Board of Directors may not amend or repeal any bylaw adopted by shareholders if the shareholders specifically provide that the bylaw is not subject to amendment or repeal by the directors.

DIRECTORS:

/S/ Mark Radi
MARK RADI

/S/ Ezekiel Kaufman
EZEKIEL KAUFMAN

7/19/22, 3:35 PM

Detail by Entity Name

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
MARKSMAN SECURITY CORPORATION

Filing Information

Document Number	P03000110433
FEI/EIN Number	02-0725791
Date Filed	11/03/2003
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	10/25/2019
Event Effective Date	NONE

Principal Address

3230 West Commercial Blvd
Suite 100
FORT LAUDERDALE, FL 33309

Changed: 11/11/2018

Mailing Address

3230 West Commercial Blvd
Suite 100
FORT LAUDERDALE, FL 33309

Changed: 11/11/2018

Registered Agent Name & Address

KAUFMAN, EZEKIEL A
3230 WEST COMMERCIAL BOULEVARD
SUITE 100
FORT LAUDERDALE, FL 33309

Name Changed: 01/09/2007

Address Changed: 01/06/2008

Officer/Director Detail

Name & Address

Title PD

7/19/22, 3:35 PM

Detail by Entity Name

RADI, MARK E
3230 WEST COMMERCIAL BLVD. #100
FORT LAUDERDALE, FL 33309

Title CEO, Director, VP

KAUFMAN, EZEKIEL A
3230 WEST COMMERCIAL BLVD. #100
FORT LAUDERDALE, FL 33309

Title S

MOTEN, SHEZAD A
3230 WEST COMMERCIAL BLVD. #100
FORT LAUDERDALE, FL 33309

Annual Reports

Report Year	Filed Date
2020	04/02/2020
2021	01/11/2021
2022	02/16/2022

Document Images

02/16/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
04/02/2020 -- ANNUAL REPORT	View image in PDF format
10/25/2019 -- Amended and Restated Articles	View image in PDF format
02/09/2019 -- ANNUAL REPORT	View image in PDF format
11/11/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
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01/14/2009 -- ANNUAL REPORT	View image in PDF format
01/06/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
01/03/2006 -- REINSTATEMENT	View image in PDF format
09/21/2004 -- REINSTATEMENT	View image in PDF format
12/22/2003 -- Off/Dir Resignation	View image in PDF format
11/03/2003 -- Domestic Profit	View image in PDF format

7/19/22, 3:35 PM

Detail by Entity Name

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Florida Department of State, Division of Corporations

Client#: 1583178

MARKSSEC1

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

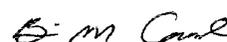
PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Dr Ste 400 Tampa, FL 33607-1421 813 321-7500	CONTACT NAME: Simmons Team - Certificates
	PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS: simmonsteam@usi.com
INSURED Marksman Security Corporation 1040 Crown Pointe Pkwy #190 Atlanta, GA 30338	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Evanston Insurance Company 35378
	INSURER B : Pennsylvania Manufacturers Assoc. Ins. 12262
	INSURER C : Federal Insurance Company 20281
	INSURER D :
	INSURER E :
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BMGG100017	07/15/2022	07/15/2023	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$5,000,000
							PRODUCTS - COMP/OP AGG \$5,000,000
							OTHER: \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			1522000793497	07/15/2022	07/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							OTHER: \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			BMGE100015	07/15/2022	07/15/2023	EACH OCCURRENCE \$10,000,000
							AGGREGATE \$10,000,000
							OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2022750793497	07/15/2022	07/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Crime			82500814	07/15/2022	07/15/2023	\$1,000,000
A	Professional Liab			BMGG100017	07/15/2022	07/15/2023	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as an additional insured as it relates to general liability in accordance with the terms and conditions of the policy on a primary and non-contributory basis. Waiver of subrogation is granted as it relates to general liability in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER Broward County 1850 Eller Dr. Fort Lauderdale, FL 33316-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Marksman Security Corporation
(An S Corporation)
Summary Statement of Income

		Draft For Year Ending 12/31/20	Projected For Year Ending 12/31/21
Revenue		\$ 102,938,000.00	\$ 154,407,000.00
Operations Expenses		\$ 86,019,000.00	\$ 128,168,310.00
Gross Margin		\$ 16,919,000.00	\$ 26,238,690.00
Overhead		\$ 10,963,000.00	\$ 16,225,240.00
Net Income		\$ 5,956,000.00	\$ 10,013,450.00
Debt		\$ 5,620,000.00	\$ 7,715,000.00
Liabilities		\$ 2,688,000.00	\$ 3,897,600.00

The 2021 Financials will be released on or about June 15, 2022. Provided are the financial statements for 2020.



Financial Statements
December 31, 2020

CONTENTS

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Statement of Changes in Stockholders' Equity	5
Statement of Cash Flows	6
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INDEPENDENT AUDITORS' REPORT

Marksman Security Corporation
Ft. Lauderdale, Florida

We have audited the accompanying financial statements of Marksman Security Corporation, which comprise the balance sheet as of December 31, 2020, and the related statements of income, changes in stockholders' equity and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Marksman Security Corporation as of December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "Kaufman, Rossin & Co." with a stylized flourish at the end.

Kaufman, Rossin & Co., P.A.

June 17, 2021
Miami, Florida

MARKSMAN SECURITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2020

ASSETS

CURRENT ASSETS

Cash	\$ 20,702
Accounts receivable	11,797,506
Unbilled service revenue	944,359
Prepaid expenses and other current assets	811,708
Total current assets	13,574,275

PROPERTY AND EQUIPMENT (NOTE 2)	879,589
---------------------------------	---------

OTHER ASSETS	124,234
--------------	---------

\$ 14,578,098

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts payable and accrued liabilities (Note 3)	\$ 4,655,207
Distributions payable	643,753
Line of credit (Note 4)	2,187,500
Current portion of long-term debt (Note 5)	714,365
Total current liabilities	8,200,825

DEFERRED PAYROLL TAXES (NOTE 3)	1,803,682
---------------------------------	-----------

LONG-TERM DEBT (NOTE 5)	1,298,362
-------------------------	-----------

COMMITMENTS AND CONTINGENCIES (NOTE 7)	
--	--

STOCKHOLDERS' EQUITY	3,275,229
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\$ 14,578,098

See accompanying notes.

MARKSMAN SECURITY CORPORATION
STATEMENT OF INCOME
YEAR ENDED DECEMBER 31, 2020

REVENUE	\$ 102,767,609
<hr/>	
OPERATING EXPENSES	
Wages and benefits	84,619,925
Other operating expenses	12,446,307
Total operating expenses	97,066,232
<hr/>	
INCOME FROM OPERATIONS	5,701,377
<hr/>	
INTEREST EXPENSE	120,432
<hr/>	
NET INCOME	\$ 5,580,945

See accompanying notes.

MARKSMAN SECURITY CORPORATION
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
YEAR ENDED DECEMBER 31, 2020

	Common stock, voting; par value \$.01; 90 shares authorized		Common stock, non-voting; par value \$.01; 10 shares authorized		Additional paid-in capital	Retained earnings	Loans to stockholder	Total
	Shares issued and outstanding	Amount	Shares issued and outstanding	Amount				
Balances - January 1, 2020	30	\$ 1	4	\$ -	\$ 750,000	\$ 1,298,417	\$(426,345)	\$ 1,622,073
Repayment of loans to stockholder (Note 6)	-	-	-	-	-	-	342,211	342,211
Distributions	-	-	-	-	-	(4,270,000)	-	(4,270,000)
Net income	-	-	-	-	-	5,580,945	-	5,580,945
Balances - December 31, 2020	30	\$ 1	4	\$ -	\$ 750,000	\$ 2,609,362	\$(84,134)	\$ 3,275,229

See accompanying notes.

MARKSMAN SECURITY CORPORATION
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2020

CASH FLOWS FROM OPERATING ACTIVITIES:

Net income	\$	5,580,945
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization		380,560
Bad debt expense		57,651
Changes in operating assets and liabilities:		
Accounts receivable	(3,598,324)
Unbilled service revenue	(224,023)
Prepaid expenses and other current assets	(586,321)
Accounts payable and accrued liabilities		459,829
Deferred payroll taxes		3,607,364
Total adjustments		96,736
Net cash provided by operating activities		5,677,681

CASH FLOWS FROM INVESTING ACTIVITIES:

Capital expenditures	(54,413)
Repayment of loan to stockholder		124,795
Net cash provided by investing activities		70,382

CASH FLOWS FROM FINANCING ACTIVITIES:

Net repayments of line of credit	(1,101,652)
Repayments of long-term debt	(1,237,841)
Distributions	(3,408,831)
Net cash used in financing activities	(5,748,324)

NET DECREASE IN CASH (261)

CASH - BEGINNING 20,963

CASH - ENDING \$ 20,702

Supplemental Disclosure of Cash Flow Information:

Interest paid	\$	120,432
Income taxes paid	\$	-

Supplemental Disclosure of Noncash Financing and Investing Activities:

During the year, the Company traded in transportation equipment with a net book value of approximately \$38,000 to extinguish notes payable of approximately the same amount.

During the year, approximately \$217,000 of distributions were applied against loans to stockholder.

During the year, distributions of approximately \$644,000 were declared but not paid by year-end.

See accompanying notes.

MARKSMAN SECURITY CORPORATION
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity

Marksman Security Corporation (the "Company") was formed in November 2003 to provide uniformed security personnel services to commercial and residential customers, including corporate campuses, homeowner associations, condominiums, retail and warehouse properties, and other properties throughout the United States.

Cash

From time to time, the Company maintains cash balances with financial institutions in excess of federally insured limits.

Accounts Receivable and Unbilled Service Revenue

Accounts receivable and unbilled service revenue are uncollateralized customer obligations due under normal trade terms, ranging from 15 to 60 days with Net 30 terms on average. The carrying amount of accounts receivable and unbilled service revenue may be reduced by an allowance that reflects management's best estimate of the amounts that will not be collected. Management individually reviews all accounts receivable and unbilled service revenue balances and based on assessment of current credit worthiness, estimates the portion, if any, of the balance that will not be collected. All accounts or portions thereof determined to be uncollectible are written off to the allowance for doubtful accounts.

Accounts receivable and unbilled service revenue as of December 31, 2020 and 2019 aggregated to approximately \$12,742,000 and \$8,973,000, respectively, net of allowance for doubtful accounts of approximately \$105,000 and \$53,000, respectively.

Property and Equipment

Property and equipment is recorded at cost. Expenditures for major betterments and additions are charged to the asset accounts, while replacements, maintenance and repairs which do not improve or extend the lives of the respective assets are charged to expense as incurred.

Depreciation and Amortization

Depreciation of property and equipment is computed by the straight-line method using various rates based generally on the estimated useful lives of the assets, which range from three to seven years. Amortization of leasehold improvements is computed by the straight-line method over the shorter of the term of the lease or the estimated useful lives of the assets.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the sum of the expected future undiscounted cash flows is less than the carrying amount of the asset, an impairment loss is recognized to the extent the carrying amount of the impaired asset exceeds fair value.

Revenue Recognition

Revenue is recognized when the Company satisfies a performance obligation by transferring control of the promised good or service to a customer in an amount that reflects the consideration to which the entity expects to be entitled for that good or service. The Company's revenue is principally derived from providing security personnel services, which is the single performance obligation. The Company recognizes revenue over time as customers simultaneously receive and consume the benefit of the services as they are performed.

The majority of the Company's revenue is derived from fixed consideration; however, the Company may have contract terms that give rise to variable consideration, primarily from discounts. The variable consideration is generally based on historical experience and recorded as a reduction in revenue.

Concentrations of Credit Risk

At December 31, 2020, three customers accounted for approximately 54% of accounts receivable and two customers accounted for approximately 26% of revenue for the year then ended.

Income Taxes

The Company, with the consent of its stockholders, has elected to be taxed under the S Corporation provisions of the Internal Revenue Code. Under these provisions, taxable income or loss of the Company is reflected by the stockholders on their personal income tax returns. Therefore, no provision for income taxes has been made in the accompanying financial statements.

The Company assesses its tax positions in accordance with "*Accounting for Uncertainties in Income Taxes*" as prescribed by the Accounting Standards Codification, which provides guidance for financial statement recognition and measurement of uncertain tax positions taken or expected to be taken in a tax return for open tax years (generally a period of three years from the later of each return's due date or the date filed) that remain subject to examination by the Company's major tax jurisdictions.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (continued)

The Company assesses its tax positions and determines whether it has any material unrecognized liabilities for uncertain tax positions. The Company records these liabilities to the extent it deems them more likely than not to be incurred. Interest and penalties related to uncertain tax positions, if any, would be classified as a component of income tax expense.

The Company believes that it does not have any significant uncertain tax positions requiring recognition or measurement in the accompanying financial statements.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the balance sheet date and the reported amounts of revenues and expenses for the year presented. Actual results could differ from those estimates.

NOTE 2. PROPERTY AND EQUIPMENT

Property and equipment at December 31, 2020 consisted of the following:

Transportation equipment	\$ 1,832,507
Furniture	236,926
Computer equipment	148,637
Computer software	87,800
Leasehold improvements	84,240
	<u>2,390,110</u>
Less: accumulated depreciation and amortization	<u>(1,510,521)</u>
	<u>\$ 879,589</u>

Depreciation and amortization expense of property and equipment amounted to approximately \$381,000 for the year ended December 31, 2020.

NOTE 3. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

Accounts payable and accrued liabilities at December 31, 2020 consisted of the following:

Accounts payable	\$ 180,836
Accrued compensation	2,017,093
Current portion of deferred payroll taxes	1,803,682
Other payables and accrued liabilities	653,596
	<hr/>
	\$ 4,655,207

On March 27, 2020, the United States signed into law the Coronavirus Aid, Relief and Economic Securities Act ("CARES Act"), which provides economic assistance to a wide array of industries. Under the CARES Act, the Company elected to defer payment on its portion of Social Security taxes, on an interest free basis, incurred from March 26, 2020 to December 31, 2020. One-half of such deferral amount will become due on each of December 31, 2021 and December 31, 2022. The deferred payroll taxes amounted to approximately \$3,607,000, of which approximately \$1,804,000 is classified as a current liability.

NOTE 4. LINE OF CREDIT

The Company has an \$8,000,000 revolving line of credit agreement with a financial institution. Interest is payable monthly at LIBOR plus 2.5% (2.65% at December 31, 2020). The outstanding principal balance plus all accrued and unpaid interest is due on October 31, 2021. At December 31, 2020, the line of credit had an outstanding balance of \$2,187,500.

The line of credit is a component of a certain loan agreement (the "Loan Agreement") with the financial institution which allows for total borrowings of \$11,000,000, which includes a term loan with original principal amount of \$3,000,000 (See Note 5). The Loan Agreement is collateralized by substantially all assets of the Company and is personally guaranteed by the Company's stockholders. The Loan Agreement contains certain covenants including debt service coverage ratios and interim and year-end financial reporting requirements.

NOTE 5. LONG-TERM DEBT

Long-term debt at December 31, 2020 consisted of the following:

Note payable - financial institution, payable in monthly installments of \$50,000 plus interest, at LIBOR plus 2.5% (2.65% at December 31, 2020) maturing October 2023, subject to the terms of the Loan Agreement described in Note 4.	\$ 1,750,000
Notes payable - various transportation equipment loans, payable in monthly installments ranging from \$300 to \$600, plus interest ranging from 0% to 3.71%, collateralized by underlying transportation equipment, maturing through November 2023.	262,727
	<u>2,012,727</u>
Less current maturities	(714,365)
	<u>\$ 1,298,362</u>

Aggregate maturities of long-term debt subsequent to December 31, 2020 are as follows:

2021	\$ 714,365
2022	701,518
2023	596,844
	<u>\$ 2,012,727</u>

Interest expense on all obligations amounted to approximately \$120,000 for the year ended December 31, 2020.

NOTE 6. RELATED PARTY TRANSACTIONS

Related Party Vendor

For the year ended December 31, 2020, the Company purchased uniforms from an entity related by familial relationship to a stockholder of approximately \$1,050,000. Amounts due to this related party were approximately \$5,000 at December 31, 2020.

Loans to Stockholder

At December 31, 2020, the Company has a loan due from a stockholder totaling approximately \$84,000. The loan is payable in monthly installment of \$7,291 and bears interest at a rate of 5% per annum on amounts due in excess of \$175,000. The loan is secured by the stockholder's non-voting common shares and matures October 3, 2021. The loan to stockholder has been classified as a component of stockholders' equity in the accompanying balance sheet.

NOTE 7. COMMITMENTS AND CONTINGENCIES

Lease commitments

The Company leases various office facilities throughout the United States under non-cancelable operating leases expiring through October 2025. The leases call for monthly payments totaling approximately \$50,000, including sales tax, and are subject to escalating annual rent adjustments.

The Company leases transportation equipment under multiple non-cancelable operating leases expiring through February 2024. The leases call for monthly payments totaling approximately \$36,000, including sales tax.

The Company leases office equipment under an operating lease expiring in 2023. The lease call for monthly payments totaling approximately \$1,000, including sales tax.

The approximate future minimum rentals under these leases for the years subsequent to December 31, 2020 are as follows:

2021	\$ 940,000
2022	706,000
2023	325,000
2024	176,000
2025	148,000
	<hr/>
	\$ 2,295,000

Rent expense amounted to approximately \$895,000 for the year ended December 31, 2020.

Litigation

The Company is a defendant in a lawsuit, awarded class action status subsequent to year-end, alleging various failure of payment violations over a two year period at several of the Company's client sites in Nevada. The Company denies these allegations and is vigorously defending all claims. As of the report date, the parties are currently engaged in the second phase of discovery with trial set for July 2021. At this stage of the proceedings, neither a probability of loss nor a range of potential loss can be predicted with any degree of certainty.

Management does not believe there is any other litigation threatened against the Company other than routine matters arising in the ordinary normal course of business, some of which are expected to be covered by liability insurance, and none of which are expected to have a material adverse effect on the financial statements of the Company.

NOTE 7. COMMITMENTS AND CONTINGENCIES (Continued)

Shareholders Agreement

Pursuant to the Amended and Restated Shareholders Agreement dated October 24, 2019 (the "Agreement"), the Company provided guidelines that restrict the ability of shareholders to transfer their stock during their lifetimes. Under certain circumstances, the Company will be obligated to purchase all of the shares of a deceased shareholder from the shareholder's heir or estate at a price established in the Agreement.

Risks and Uncertainties

In March 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The potential future impact of the pandemic on the Company cannot be determined at this time.

NOTE 8. SUBSEQUENT EVENTS

The Company has evaluated subsequent events through June 17, 2021, which is the date the accompanying financial statements were available to be issued.

Marksman Security Corporation Credit References

Valley National Bank
David Manno, Vice President Corporate Banking
107 S Franklin Street, Suite 300
Tampa, FL 33602
813-760-3571

USI Insurance Services
Matthew Simmons, Senior Vice President
2502 N Rocky Point Dr., Suite 400
Tampa, FL 33607
727-698-2691

Corporate Benefits Network, Inc.
Marsha Pfeffer, Senior Employee Benefits Advisor
6933 13th Avenue, Suite 4B
St. Petersburg, FL 33710
727-381-9288 x101

Embroidery Abacoa
Tonya Champagne, President
342 Torey Penna Drive #2
Jupiter, FL 33458
561-277-9224

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**NICOLE "NIKKI" FRIED
COMMISSIONER
DIVISION OF LICENSING**

02/07/22
DATE ISSUED

04/22/25
DATE OF EXPIRATION

B 2300228
LICENSE NUMBER

MARKSMAN SECURITY CORPORATION

3230 W COMMERCIAL BLVD
SUITE 100
FORT LAUDERDALE, FL 33309

RADI, MARK E., PRESIDENT
MOTEN, SHEZAD A, OTHER
KAUFMAN, EZEKIEL A, OTHER

THE *SECURITY AGENCY* NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.



Nicole Fried

**NICOLE "NIKKI" FRIED
COMMISSIONER**

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT THE LICENSED PHYSICAL LOCATION WHERE THE BUSINESS IS CONDUCTED. THIS LICENSE IS VALID ONLY FOR LOCATION NAMED THEREON AND IS NOT TRANSFERABLE. YOU MUST REPORT ANY CHANGES OF NAME OR ADDRESS TO THE ADDRESS LISTED BELOW (\$10 FEE REQUIRED). AT LEAST 90 DAYS PRIOR TO THE EXPIRATION DATE SHOWN ON THIS LICENSE, A RENEWAL NOTICE WILL BE SENT TO YOU. IF FOR ANY REASON YOU HAVE NOT RECEIVED YOUR RENEWAL NOTICE, FORWARD A COPY OF THIS LICENSE WITH THE PROPER FEE TO THE ADDRESS BELOW. LICENSES MUST BE RENEWED ON OR BEFORE THE DATE OF EXPIRATION OR A LATE FEE EQUAL TO THE AMOUNT OF THE LICENSE FEE WILL BE IMPOSED.

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
DIVISION OF LICENSING
POST OFFICE BOX 5767
TALLAHASSEE, FL 32314-5767







**This is why
I work safe**



Safety Mission

- ❖ Our Commitment to Marksman's Value Proposition
- ❖ To provide a safe work environment for our employees
- ❖ Promote a safety culture
- ❖ Managing total cost of ownership through Risk & Safety best practices.



What makes a workplace safe?



Occurrence of Safety Accident / Incident

- ❖ 28% Involve Employees with < 1 Year of Service
- ❖ 50% Involve Employees with 1-4 Years of Service
- ❖ Job Site Injury 2.8% EE Population
- ❖ Average Cost: \$16,500 per MVA
- ❖ Average Workers Compensation Cost: \$74,000





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Physical Hazards

- Slips & Falls
- Trip – misstep
- Environment
- Exposure



Height Hazards



Work Environment Hazards



Chemical Hazards



Microbiological Hazards



Electrical Hazards



Ergonomic Hazards

- **A physical factor within the environment that harms the musculoskeletal system.**
- **Cause by workplace design and work environment**
- **Example of ergonomic hazards are**
 - Awkward posture
 - Prolong standing
 - Repetitive Movement
 - Turning and bending
 - Lifting and pushing



CREATING SOLUTIONS TOGETHER

Motor Vehicle Hazards



Equipment Hazards



Facility - Operations Hazards



Safety & Risk Management Program

- ❖ Job Safety Analysis (JSA)
- ❖ Safety Training
- ❖ Driver Skills Assessment – Safe Driving Course
- ❖ Safety Audits
- ❖ Claims Management & Risk Mitigation
- ❖ Workers Compensation
- ❖ Safety Culture



Job Safety Analysis (JSA)

- ❖ Each facility will have a JSA completed
- ❖ KPI's will be established for Account Managers
 - 100% Account Compliance -JSA completion
 - 90% Employee Compliance - JSA Acknowledgement
- ❖ Facility Safety Awareness Guide
 - Diagrams, floor plans, maps of operational areas
 - Caution areas or zones will be highlighted
- ❖ Core JSA Elements
 - Duties & task
 - ID potential risk or hazards for each duty/task
 - For each risk or hazard ID prevention & safety suggestions
- ❖ Compliance Management
 - Interim reporting methodology
 - Expand TrackTik System - KPI's



Safety Analysis

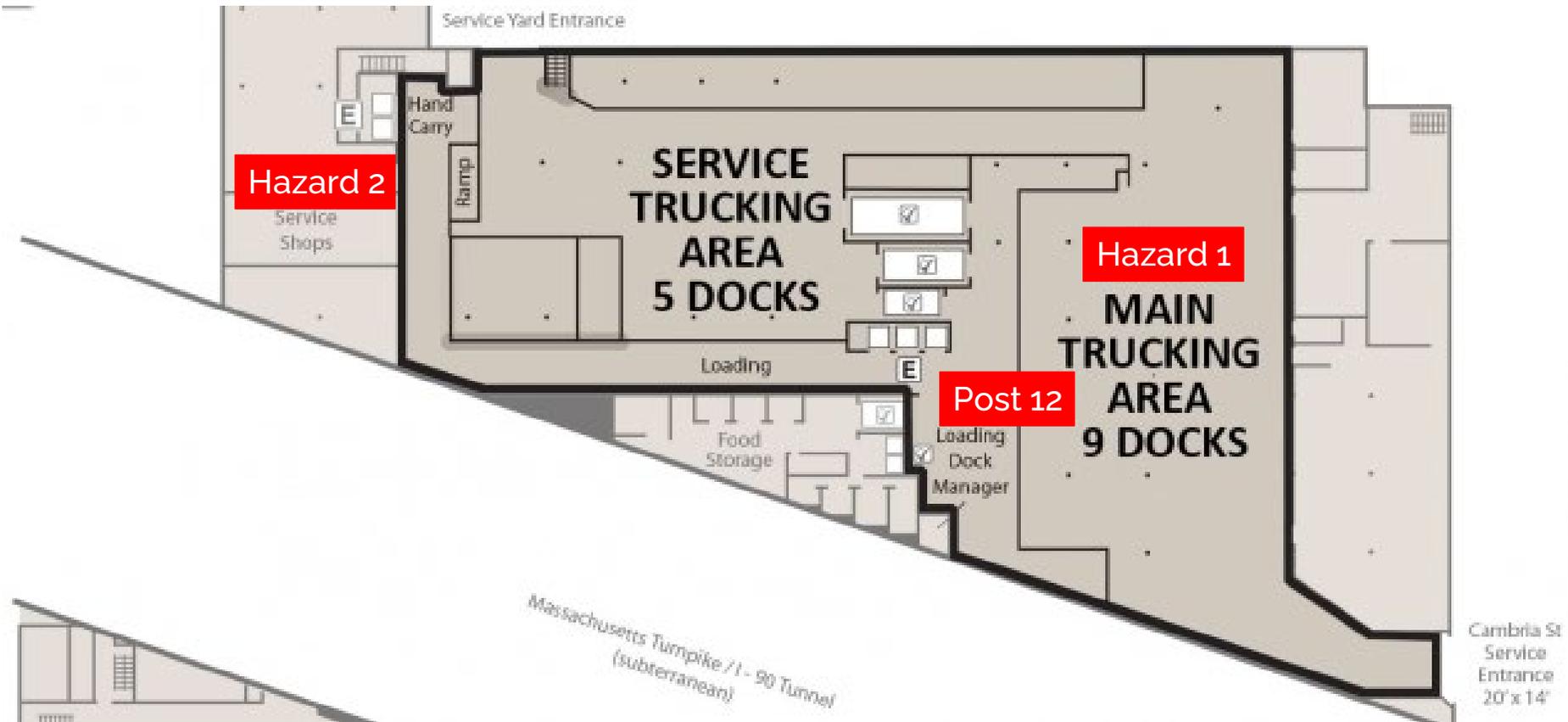
- ID General Risk Areas of the Exterior of the Facility
- ID General Risk Areas Interior of the Facility
- Highlight Risk Areas on Facility Diagrams
 - Location
 - Nature of Risk
 - Legend
- Cross Reference to Security Post / Assignments
- Complete JSA for Each Post
- Complete JSA for Each Risk Area
- Training of Personnel
- JSA Acknowledgement







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	SAMPLE JOB SAFETY ANALYSIS (JSA) Page <u>1</u> of <u>2</u> JSA No. _____	
	Client: Facebook	Job/Task: Loading Dock
Location: FRC Data Center	Position: Security Officer – Post 11	
(List the activities you perform in order to complete your job responsibilities.)	(For each activity/task, list possibly accidents or hazards that could cause damage or injury, which could prevent you from doing the job safely.)	(For each hazard or potential hazard, outline what you can do to prevent being injured. Include suggestions to improve safety at your account.)
Security Officer – Loading Dock: <input type="checkbox"/> Control Access to the Loading Dock <input type="checkbox"/> Log inbound & outbound shipments <input type="checkbox"/> Verify product count per manifest <input type="checkbox"/> Patrol ship and receiving area <input type="checkbox"/> Provide traffic control <input type="checkbox"/> Emergency response <input type="checkbox"/> Secure overhead doors for shipping bays when not in use	<input type="checkbox"/> Slip & fall areas due to weather <input type="checkbox"/> Trip hazards in staging area <input type="checkbox"/> MVA – pedestrian accident; fork lifts, delivery trucks backing into bays <input type="checkbox"/> Injury from bay doors <input type="checkbox"/> Exhaust fumes <input type="checkbox"/> Stepping up/down from truck cab & lift gate	<input type="checkbox"/> The shipping staging area is marked as a red painted area – caution zone <input type="checkbox"/> Steel toed, non-slip foot wear are required <input type="checkbox"/> Officers are prohibited from guiding / directing truck into loading bays. <input type="checkbox"/> Reflective vest are required <input type="checkbox"/> exhaust fans should be in operation when trucks are at the loading bay. <input type="checkbox"/> Bay door operation: Four step process; observe the area is clear, close the safety gate, push the green down button, remain in the control area until the door secures. <input type="checkbox"/> Transition / Traffic Areas: Look both ways, Listen for vehicle / fork lift alert.
Required Personal Protective Equipment:	Required Tools:	Prepared By
Reflective Vest	Approved By: _____ Date Approved: _____	Date Prepared 3/10/20





MARKSMAN SECURITY CORPORATION
3230 West Commercial Boulevard, Suite 100
Fort Lauderdale, Florida 33309
Phone: 954.964.6704
Fax: 954.964.6705

Revised July 25, 2020

Supersedes all prior Marksmanship Security Corporation Handbooks

ABOUT THIS HANDBOOK / DISCLAIMER

We prepared this handbook to assist you in finding the answers to many questions that you may have regarding your employment with Marksman Security Corporation (sometimes referred to herein as “Marksman”). Please take the necessary time to read it.

We do not expect this handbook to answer all of your questions. Marksman’s Human Resources Team is a major source of information. We encourage you to reach out to our corporate Human Resources Team in Fort Lauderdale, Florida, at any time at hr@marksmansecurity.com.

Neither this handbook nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. Marksman Security Corporation adheres to the policy of employment at will, which permits Marksman or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing and signed by the employee and Mark Radi, Marksman President, or Ezekiel Kaufman, Marksman CEO.

Many matters covered by this handbook, such as benefit plan descriptions, also are described in separate group and/or plan documents. These group and/or plan documents are always controlling over any statement made in this handbook or by any member of management.

This handbook describes only general Marksman guidelines. Marksman may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will, which may only be modified by an express written agreement signed by the employee and Mark Radi, Marksman President, or Ezekiel Kaufman, Marksman CEO.

This handbook supersedes all prior handbooks and all prior printed policies.

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Governing Principles of Employment

1-1. Welcome Statement

For those of you who are commencing employment with Marksman Security Corporation, let us extend a warm and sincere welcome.

For those of you who have been with Marksman, thank you for your past and continued service.

We extend to you our personal best wishes for your success and happiness at our company. We understand that it is Marksman's employees who provide the services that our clients rely upon, and who will grow and enable Marksman to create new opportunities in the years to come.

– Mark Radi, Marksman President, and Ezekiel Kaufman, Marksman CEO

1-2. Equal Employment Opportunity

Marksman Security Corporation is an equal opportunity employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, gender, pregnancy, marital status, veteran status, sexual orientation or preference, or any other characteristic protected by applicable federal, state or local law. Marksman's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

Marksman will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on Marksman's operation. If you need assistance to perform your job duties because of a physical or mental condition, you should notify your local Marksman Office. Please note such conversations will be treated with appropriate confidentiality in accordance with applicable law.

Any employees with questions or concerns about equal employment opportunities in the workplace are required to bring these issues to the attention of Marksman's Human Resources Team at your local office and the corporate office in Fort Lauderdale, Florida, immediately. Marksman will not tolerate any form of retaliation against individuals who raise issues of equal employment opportunity, discrimination and/or harassment. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including termination.

1-3. Non-Harassment

It is Marksman Security Corporation's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, gender, pregnancy, marital status, veteran status, sexual orientation or preference, or any other characteristic protected by applicable federal, state or local law. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you are required to immediately report the matter to Marksman's Human Resources Team at your local office and the corporate office in Fort Lauderdale, Florida. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including termination. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, Marksman will not tolerate any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. However, employees who make complaints in bad faith may be subject to disciplinary action, up to and including termination.

1-4. Sexual Harassment

In addition to the prohibitions against harassment set forth above, it is Marksman Security Corporation's policy to prohibit harassment of any employee by any supervisor, employee, client or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within Marksman. It is to ensure that at Marksman all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome and offensive sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit texts, images, e-mails and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you are required to immediately report the matter to Marksman's Human Resources Team at your local office and the corporate office in Fort Lauderdale, Florida. Every report of perceived sexual or gender harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including termination. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, Marksman will not tolerate any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. However, employees who make complaints in bad faith may be subject to disciplinary action, up to and including termination.

1-5. Open Door

The purpose of the Open Door guideline is to implement the culture of Marksman that employees are encouraged to raise their work-related concerns informally with their immediate supervisors or with any other supervisor of their choice and Marksman's Human Resources Team in Fort Lauderdale, Florida. Marksman will attempt to keep all such expressions of concern, their investigation, and the terms of their resolution confidential, recognizing, however, that in the course of investigating and resolving the concerns some dissemination of information to others may be appropriate.

Except as to issues regarding perceived workplace harassment or discrimination, which are required to be addressed in the manner set forth in sections 1-2, 1-3 or 1-4 above, you are encouraged to raise any other work-related concerns with your immediate supervisor as soon as possible after the event that causes the concerns. Alternatively, if you believe that your immediate supervisor is not available, you are still unsure of something, there is any conflict with this handbook or if your immediate supervisor is the subject of your concern, you may raise it with Marksman's Human Resources Team at your local office and the corporate office in Fort Lauderdale, Florida.

You are encouraged to pursue discussion of your work-related concerns with the supervisor of your choice until the matter is fully resolved. It may not always be possible to achieve the result you want, but if not, Marksman will attempt in each case to explain why. Marksman believes that employee concerns are best addressed through informal and open communication. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

1-6. Drug and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Marksman property, and to ensure efficient operations, Marksman has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for Marksman.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of

controlled substances, drug paraphernalia or alcohol by an individual anywhere on Marksman or its clients' premises, while on Marksman business or while representing Marksman, is strictly prohibited. Employees and other individuals who work for Marksman also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work.

Violation of this policy will result in disciplinary action, up to and including termination.

Marksman maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Marksman employee, including themselves.

1-7. Workplace Violence

Marksman Security Corporation is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Marksman and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. We specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Threats, threatening language (including electronically) or any other acts of aggression or violence made toward or by any Marksman employee will not be tolerated. For purposes of this policy, a threat includes any written, verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, images, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons (except when performing armed security work per Marksman's or its clients' instructions) onto Marksman's or its clients' premises.

All potentially dangerous situations, including threats by co-workers, are required to be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If Marksman determines, after an appropriate good faith investigation, that someone has violated this policy, Marksman will take prompt and remedial action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. We want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

1-8. Arrests or Convictions

Any Marksman employee who is arrested for a misdemeanor or felony must notify Marksman's Human Resources team of such arrest no later than two (2) calendar days after the arrest. If a Marksman employee is convicted of a misdemeanor or felony while employed at Marksman, he or she must inform Marksman's Human Resources team of such conviction (including pleas of guilty and *nolo contendere*) no later than two (2) calendar days after the conviction.

Arrests and convictions may result in corrective action. Corrective action depends upon a review of all factors

involved - including whether or not the employee's action was work-related, the nature and severity of the act, or any resultant circumstances that adversely affect the employee's ability to perform work or attendance. Such corrective actions may include termination and ineligibility for rehire.

1-9. Communication

Marksman does not have an "English-Only" policy. However, please be aware that communicating during working or non-working hours, on a client's premises, in a language other than English and in the presence of other individuals who may not understand that language, may be perceived as rude or offensive. This is no different than whispering or speaking in a manner so that others are excluded from the conversation. We should all try to be respectful of each other in this regard.

1-10. Arbitration

IN THE EVENT THAT ANY EMPLOYMENT-RELATED DISPUTES CANNOT BE AMICABLY RESOLVED BETWEEN MARKSMAN AND ITS EMPLOYEE(S), MARKSMAN REQUIRES THAT ALL SUCH DISPUTES BE SUBMITTED TO ARBITRATION TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES' ARBITRATION OBLIGATIONS ARE SET FORTH IN THE ARBITRATION AGREEMENT ATTACHED TO THIS HANDBOOK AS EXHIBIT A TO THE "ARBITRATION ACKNOWLEDGEMENT" (SECTION 6.6 BELOW), WHICH AGREEMENT MUST BE EXECUTED BY THE EMPLOYEE (OR PROSPECTIVE EMPLOYEE) AS A CONDITION TO EMPLOYMENT (OR CONTINUED EMPLOYMENT).

Operational Policies

2-1. Employee Classifications

For purposes of this handbook, all employees fall within one of the classifications below:

1. Full-Time Employees - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.
2. Part-Time Employees - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.
3. Short-Term Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible for Marksman benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "exempt" or "non-exempt" for purposes of federal and state wage and hour laws. Exempt employees do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. You will be informed of your classification upon hire and informed of any subsequent changes to your classification.

2-2. Your Employment Records

In order to obtain your position, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file.

Please keep your personnel file up to date by informing your local Marksman Office of any changes. You are responsible for keeping your security officer license (if required for your position) and drivers' license (if required for your position) current. Also, please inform your local Marksman Office of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

Personnel files are the property of Marksman.

2-3. Working Hours and Schedule

Marksman Security Corporation is open for business 24 hours per day, seven days per week. The Marksman Local Offices are open from 9 am to 5 pm, Monday through Friday. Employees are expected and required to work their scheduled hours. You may not show up prior to your scheduled shift time or stay beyond it without the express permission of your local Marksman Office.

To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

2-4. Lunch and Other Breaks

Non-exempt employees are entitled to two fifteen (15) minute lunch breaks per eight (8) hour shift, which cannot take place in the first or last hour of your scheduled work shift, and must be coordinated with Marksman's client representative at the site at which you work.

Marksman is a tobacco-free environment and discourages tobacco use in general. To that end, Marksman does not permit smoking or chewing tobacco use at its client sites or its offices; this includes electronic cigarettes.

2-5. Timekeeping Procedures

Employees must record their own actual time worked for payroll and benefit purposes. All employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on the forms or systems prescribed by management. Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including termination. You may not trade shifts or otherwise modify your schedule without the consent of Marksman's Scheduling Department.

Non-exempt employees may not start work until their scheduled starting time or work beyond their scheduled ending time. If you are not relieved from your duties by another scheduled employee, you must immediately contact scheduling regarding your ongoing work obligations. We will make every effort to relieve you from your work duties as quickly as possible and you will be paid for all of your work time in accordance with this handbook, but you are not authorized to leave your post without being properly relieved.

It is your responsibility to sign (or digitally sign) your time record to certify the accuracy of all time recorded. You may not certify the completion of a shift prior to the end of the shift. Any errors in your time record must be reported immediately to Marksman's Scheduling Department or Marksman's Human Resources Team, who will immediately correct legitimate errors. You may not log or certify time for any other employee.

2-6. Overtime

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Your supervisor is responsible for monitoring business activity and authorizing or requiring overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1½) the applicable regular hourly rate of pay for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

Employees may work overtime only with prior authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins on Saturday and ends the following Friday.

2-7. Safe Harbor Policy for Exempt Employees

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly to identify and report all errors.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for Marksman. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.
- Full-day disciplinary suspensions for infractions of our written policies and procedures.
- If applicable, Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; other insurance benefit premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan (if offered).

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your local Marksman Office.

2-8. Payroll

You will be paid biweekly (26 pay periods per year) for all the time you have worked during the past pay period. Payday is Friday, unless a holiday falls on a Friday, in which case you will receive your pay on Thursday.

Your payroll stub itemizes deductions made from your gross earnings. By law, Marksman is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Your payroll stub will also differentiate between training and regular pay received and overtime pay received. Marksman reserves the right to pay training time at minimum wage.

If you believe there is an error in your pay, bring the matter to the attention of your local Marksman Office immediately so Marksman can resolve the matter quickly and amicably.

2-9. Direct Deposit

Marksman Security Corporation strongly encourages eligible employees to use direct deposit or pay cards. Contact your local Marksman Office for authorization forms and questions regarding eligibility. Marksman is not responsible in the event we are provided with incorrect or non-current information. In the event we do not have correct information, your payroll may be delayed until these issues are resolved.

2-10. Salary Advances

Marksman Security Corporation does not permit advances on payroll or against accrued paid time off.

2-11. Performance Reviews

Depending on your position and classification, Marksman Security Corporation endeavors to review your performance annually. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management, and will depend upon performance in addition to a variety of other factors, including but not limited to attendance, reliability, and adherence to Marksman policies and procedures.

In addition to these formal performance evaluations, Marksman encourages you and your supervisor to discuss your job performance on a frequent and ongoing basis.

2-12. Operating Requirements of Marksman.

During times of severe disruptions to our operations caused by unforeseen circumstances, Marksman may be forced to suspend operations. In these circumstances, if Marksman's offices are closed for any amount of time, non-exempt employees will receive pay only for those hours actually worked during the workweek. In other words, non-exempt employees will not receive their regular pay for any time not actually worked.

Any questions relating to this policy should be directed to Human Resources.

2-13. Storms/Closure of Office.

In the event of a hurricane or tropical storm, Marksman generally will close the office affected if a hurricane warning is issued for an area.

Due to the potential inability of Marksman to process payroll due to general infrastructure damage, loss of power, Internet, inability of Marksman's accounting and other office employees to get to the office, unavailability of banking or payroll processing functions and many other reasons, payroll may be delayed during hurricanes or other natural disasters. Marksman always uses its best efforts to process payroll for the benefit of its employees.

2-14. Drug Testing

It is Marksman's policy not to employ persons who currently use illegal drugs or abuse alcohol. Accordingly, Marksman shall have the right to require an employee to submit to testing for drug and/or alcohol use as a continuing condition of employment as Marksman deems necessary to the safe and efficient operation of the company. An employee who refuses to submit to drug and/or alcohol testing or who tests positive may be suspended from duty pending further investigation and may be subject to discipline, up to and including immediate termination.

Benefits

3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is Marksman Security Corporation's policy to provide

a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include health insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet your present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

While Marksman intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If you have any questions regarding your benefits, please contact your local Marksman Office.

3-2. Holidays

Marksman generally acknowledges the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

When a non-exempt employee works on a holiday (the list above is not exhaustive), that employee will receive their pay that falls during the holiday at one and a half times their standard pay rate, provided the client pays Marksman at one and a half times their standard bill rate for that time ("Holiday Pay"). Marksman is not required to pay Holiday Pay in the event its clients do not reimburse Marksman for this Holiday Pay.

Non-exempt employees are not paid for holidays when they do not work on the holiday. Exempt employees are not eligible to receive Holiday Pay.

Marksman reserves the right to close its offices on the aforementioned six and other holidays throughout the year.

3-3. Paid Time Off

Unlike most other companies in our industry, Marksman pays for vacation time and paid time off for its employees. We know how hard you work and recognize the importance of providing you with time for rest and relaxation. We fully encourage you to get this rest by taking your paid time off.

Seasonal, Temporary or On-Call employees are ineligible for paid time off. Full-time non-exempt eligible employees accrue paid time off as follows:

Unless state law or local ordinances provide otherwise, full-time non-exempt employees accrue at the rate of 0.01923 hours of paid time earned per hour of work performed. Employees accrue paid time off immediately upon commencement of employment, but are not eligible to take paid time off until after the expiration of the first ninety (90) days of employment. The paid time off accrued can then be used during the year of employment, though no more than forty (40) hours accrued in the prior year can be carried over per benefit year. Accrued, unused paid time off will not be paid out if not used.

Every effort will be made to grant your paid time off preference with given notices or requests for time off, consistent with our operating schedule. However, if too many people request the same period of time off, Marksman reserves the right to determine who may take paid time off during that period. Individuals with the longest length of service generally will be given preference. Paid time off requests must be submitted to Marksman's Scheduling Department, and approved in writing, at least four (4) weeks in advance of your requested paid time off dates.

With regard to December paid time off plans, written requests must be submitted to Marksman's Scheduling Department by no later than November 1. Employees should not assume that December paid time off requests will be approved. Marksman management will consider all timely requests for December paid time off plans, take into account the operating requirements of Marksman, and approve same based on length of service, performance, attendance, reliability and adherence to Marksman policies and procedures, and whether you have exceeded your allotment of time off as per this Handbook. Paid time off during suspension, probation or termination may be

suspended or revoked.

Paid time off may be used only in full-day increments.

3-4. Sick Days

Unless state law or local ordinances provide otherwise, full-time eligible employees are eligible to receive up to two (2) paid sick days each year, which shall count against the paid time off days accrued, as above in Section 3-3. If you will be out of work due to illness, you must call in and notify your supervisor and Marksman's Human Resources Department as early as possible, but at least eight (8) hours prior to the start of your scheduled shift start time. You must also provide a doctor's note, or in some cases a release, which is dated the same as the first day of the sick period, or not more than one day prior.

Short advance notice callouts are very disruptive to our operations and cause issues for our other employees who must alter their plans on short notice or work longer shifts. As such we rigorously enforce these policies.

Sick days must be used in full day increments, unless state law or local ordinances provide otherwise.

Employees are not eligible for sick pay until after the paid time off accrues, as above in Section 3-3.

The operating requirements of Marksman require strict adherence to this policy.

3-5. Insurance Programs

Full-time employees may participate in Marksman's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits. Employees are responsible for the total coverage premiums. Marksman provides an employer contribution on the Major Medical plans.

Upon becoming eligible to participate in these plans, you will be given instructions on when to enroll or decline, and you will be directed to our benefits advisor and their website where you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to Marksman's Human Resources Department if you have any further questions. In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook. To be clear, the SPDs and this handbook are not the official plan documents.

3-6. Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to Marksman's Human Resources Department and Dispatch at your local office. Failure to follow Marksman procedures may affect your ability to receive Workers Compensation benefits.

3-7. Jury Duty Leave

Marksman Security Corporation realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. You are expected, however, to provide Marksman with proper notice of your request to perform jury duty and with your verification of service.

You also are expected to keep management informed of the expected length of your jury duty service and to report to work for the major portion of the day if you are excused by the court. If the required absence presents a serious conflict for management, you may be asked to try to postpone your jury duty. Employees on jury duty leave will

be paid for their jury duty service in accordance with state law and applicable county ordinances; however, exempt employees will be paid their full salary for any week in which they perform any work for Marksman.

Leaves of Absence

4-1. Family & Medical Leave Policy (FMLA)

ELIGIBILITY

An employee will be eligible to seek unpaid leave under the Family and Medical Leave Act (FMLA) if (1) the employee has worked for the Marksman for at least 12 months, (2) the employee has worked for the Marksman for at least 1,250 hours during the 12 months before the leave. FMLA leaves are not paid leaves.

Employees may qualify for various types of FLMA leave.

- Pregnancy Leave.
- Birth, Adoption and Bonding Leave: The leave must be completed within 12 months of the child's birth, adoption or foster care placement.
- Family Illness Leave: An employee may take leave for a family illness to care for a seriously ill or injured spouse, parent or child.
- Employee Illness Leave: An employee may take leave because of his/her own serious health condition that makes the employee unable to perform his/her job.
- Military Caregiver Leave: An employee may take a military caregiver leave to care for a spouse, child of any age, parent or next of kin who is a current member of the Armed Forces (including a member of the National Guard or the Reserves) and incurs a serious illness or injury in the line of duty or active duty that may render the service member medically unable to perform his or her duties.
- Advance Notice of Foreseeable Leave
- Employees must provide 30 days' advance notice of the need to take FLMA leave when the need for the leave is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable.
- Length of Leave and Restoration Rights
- In general, except for those employees taking leave to serve as a military caregiver, an employee will be entitled to a maximum of 12 weeks of FMLA leave during any 12-month period. Each time an employee takes any FMLA leave, the remaining leave entitlement will be any balance of the 12 weeks that has not been used during the immediately preceding 12 months.
- In the case of a military caregiver leave, an employee is entitled to a maximum of 26 weeks of leave in the 12-month period beginning on the first day that the employee takes this form of leave and ending 12 months later.

Return from Leave

- At the end of FMLA leave, an employee will generally have the right to return to his/her last position before the leave or to an equivalent position with equivalent benefits and pay.

Certification Before Return

- Before an employee may return from FLMA leave for his/her own illness the employee's health care provider may be required to certify that the employee is able to resume his/her job.

4-2. Military Leave

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed

applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask Marksman's Human Resources Department for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You are required to give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

General Standards of Conduct

5-1. Workplace Conduct

Marksman Security Corporation endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including restitution and/or termination, in Marksman's sole discretion. The following are examples of some, but not all, conduct which may be considered unacceptable:

1. Dishonesty.
2. Obtaining employment on the basis of false or misleading information.
3. Stealing, removing or defacing Marksman's or its clients' property, or a co-worker's property.
4. Disclosure of confidential information.
5. Falsely submitting or completing time records.
6. Completing or falsifying another employee's time records.
7. Violation of safety rules and policies.
8. Violation of Marksman Security Corporation's Drug and Alcohol-Free Workplace Policy.
9. Fighting, threatening or disrupting the work of others or other violations of Marksman Security Corporation's Workplace Violence Policy.
10. Insubordination or disobedience of a lawful management directive.
11. Use of foul or inappropriate language.
12. The appearance of loitering, sleeping or loafing during work time, or leaving a work area without the permission of management.
13. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
14. Improper or unsatisfactory grooming pursuant to the Grooming Standards established by Marksman's corporate HR team, which is subject to update from time to time.
15. Gambling on Marksman property.
16. Photographing or taking video at or of our clients' property, work locations or intellectual property.
17. Stopping work prior to the end of the shift without prior authorization.
18. Willful, or careless destruction or damage to Marksman's or its clients' assets or to the equipment or possessions of another employee.
19. Wasting work materials.
20. Performing work of a personal nature during working time.
21. Violation of the Solicitation and Distribution Policy.
22. Violation of Marksman Security Corporation's Harassment or Equal Employment Opportunity Policies.
23. Violation of the Communication and Computer Systems Policy.
24. Unsatisfactory job performance.
25. Any other violation of Marksman policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Marksman Security Corporation reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance.

Marksman will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Marksman Security Corporation will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason, with or without notice.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5-2. Punctuality and Attendance

You were hired to perform an important function at Marksman Security Corporation. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your supervisors. We expect excellent attendance from each of you. Absenteeism or tardiness will result in disciplinary action up to and including termination.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Supervisor via the phone as early as possible and no later than eight (8) hours prior to the beginning of your shift. Texts, voicemails or e-mails are not acceptable. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your absence and its expected duration, every day that you are absent.

An unreported absence will be considered a voluntary resignation of your employment with Marksman.

You may not be at your worksite before or after your assigned work hours for any reason (including to visit “friends” or do any type of work or special favors for clients, tenants, or residents – including driving vehicles, housesitting, performing repairs, moving items, or anything involving their occupied space). If you go to the property after hours, you may be permanently removed from the site.

5-3. Use of Communication and Computer Systems

Marksman Security Corporation's and its clients' communication, monitoring and computer systems are intended for business purposes and may be used only during working time. This includes the global positioning systems (gps), photographic/video, voice mail, social media, e-mail and Internet systems. Employees have no legitimate expectation of privacy in regard to their use of the systems. Tampering with, defeating or altering any data or collection of such data on any of these systems is prohibited.

Marksman Security Corporation may access and monitor the voice mail, social media, e-mail and Internet systems and obtain the communications within the systems, including past voice mail and e-mail messages, and Internet access and usage trends, without notice to users of the system, in the ordinary course of business when Marksman deems it appropriate to do so. The reasons for which Marksman may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Marksman operations continue appropriately during an employee's absence.

Marksman may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

Marksman's policies prohibiting harassment, in their entirety, apply to the use of Marksman's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, gender, pregnancy, marital status, veteran status, sexual orientation or preference, or any other characteristic protected by federal, state or local law.

Since Marksman's communication and computer systems are intended for business use, these systems may not be

used to solicit for religious or political causes or outside organizations.

Further, since Marksman's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords. You will be required to reimburse Marksman for the costs for failure to provide these access codes in the event it necessitates the engagement of outside information technology professionals to resolve any related issue.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

If you incur unauthorized data charges on our cellular devices, you will be required to reimburse Marksman for those costs.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

All computers, hardware and software, are the property of Marksman. All information, images, and data in the computers are likewise proprietary property of Marksman. Such information is highly confidential, and no employee shall ever disclose such data to anyone outside Marksman.

From time to time, Marksman receives e-mail from unknown sources. Some of it may be pornographic or otherwise offensive in nature. Additionally, some of it may contain viruses or may otherwise be damaging to Marksman's systems. Nobody has permission to open e-mail or attachments from unknown sources. Such e-mail should be immediately deleted.

Employees are not permitted or authorized to download programs, files or the like without the knowledge and express authorization of Marksman's Operations Department.

Employees are not permitted to play cloud-based games, "surf" the Internet or "chat" with other computer users through the use of Internet chat rooms, or instant messenger type applications during work time. Doing so will be grounds for discipline.

Computer-related questions, and/or requests for computer maintenance, shall be directed to Marksman's Human Resources Department.

Violators of this policy may be subject to disciplinary action, up to and including termination.

5-4. Inspections

To the extent permitted by law, Marksman Security Corporation reserves the right to require employees while on Marksman property to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Marksman property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to Marksman. Employees are expected to cooperate in the conduct of any search or inspection.

5-5. Smoking

Smoking, including vaping or the use of any other electronic nicotine delivery device, is prohibited on Marksman premises.

5-6. Personal Visits and Telephone Calls

Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

Additionally, Marksman will not tolerate cellular phone usage at work, including text-messaging, unless the Employee can demonstrate an actual emergency. Otherwise, this shall be grounds for disciplinary action, up to and including termination. Further, Marksman asks that if you keep your cellular phone with you in the office for emergency purposes, please turn the ringer to "vibrate" or a low volume ring.

For safety and security reasons, Marksman does not permit personal guests to visit or accompany you at our client sites.

5-7. Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged, in performing his/her work tasks for Marksman Security Corporation, solicitation of any kind by non-employees on Marksman premises is prohibited at all times.

Distribution of advertising material, handbills, e-mail/SPAM, SMS text blasts, printed or written literature of any kind in working areas of Marksman is prohibited at all times. Distribution of literature by non-employees on Marksman premises is prohibited at all times.

5-8. Pass Down Information

Important notices and items of general interest are continually posted at your work site through the Pass Down Log. You must review it daily at the start of your shift so you are apprised of all necessary information. This will assist you in keeping up with what is current at Marksman Security Corporation and your client's site operation. The Pass Down Log may be paper or electronic.

5-9. Confidential Company Information

During the course of work, an employee may become aware of confidential information about Marksman Security Corporation's business practices, clients, potential clients, vendors, employees, referral sources and the like. An employee also may become aware of similar confidential information belonging to Marksman's clients or stakeholders. It is extremely important that all such information remain confidential and not be disclosed to anyone outside of Marksman. Any employee who improperly creates, copies, removes (whether physically or electronically), uses or discloses confidential information in violation of this policy may be subject to disciplinary action up to and including termination.

5-10. Photo / Video Release

All employees hereby grant and authorize Marksman the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all photographs and/or video taken of its employees to be used in and for promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or other consideration. This authorization extends to all languages, media, formats and markets now known or hereafter devised. This authorization shall continue indefinitely. These materials shall become the property of Marksman and will not be returned.

5-11. Conflict of Interest and Business Ethics

It is Marksman Security Corporation's policy that all employees avoid any conflict between their personal interests and those of Marksman. The purpose of this policy is to ensure that Marksman's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee have, or appear to have, personal interests or relationships that potentially or actually conflict with the best interests of Marksman.

It is not possible to give an extensive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with Marksman, by any employee who is in a position to directly or indirectly influence either Marksman's decision to do business, or the terms upon which business would be done with such organization.
- Holding any interest in an organization that competes with Marksman
- Being employed in a management position by (including as a consultant), or serving on the board of any organization which does, or is seeking to do, business with Marksman, or which competes with Marksman.
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with Marksman.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and Marksman.

5-12. Social Media

Marksman Security Corporation respects the right of any employee to participate in social media. However, to protect Marksman's interests and ensure employees focus on their job duties, employees must adhere to the following rules:

1. Employees may not post/update during work time or with Marksman equipment, uniforms, or property.
2. All rules regarding confidential information apply in full to posts/updates. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a post.
3. If employees mention Marksman in a post or their profile, and also express a political opinion or an opinion regarding Marksman's actions, the poster must specifically note that the opinion expressed is his/her personal opinion and not Marksman's position. This is necessary to preserve Marksman's goodwill in the community.
4. Any conduct which under the law is impermissible if expressed in any other form or forum is impermissible if expressed through a blog.

Further, Marksman encourages all employees to contemplate the speed and manner in which information posted in a post can be relayed and often misunderstood by readers. Thus, subject to the limited restrictions above, while an employee's free time is generally not subject to any restrictions by Marksman, Marksman urges all employees to not post information which could lead to morale issues in the workplace or which could detrimentally affect Marksman's business.

5-13. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify Marksman's Operations Department and/or your supervisor if any equipment, machines, or tools appear to be damaged, defective, missing, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Marksman's Operations Department can answer any questions about an employee's responsibility for maintenance and care of

equipment used on the job.

Employees also are prohibited from any unauthorized use of Marksman's intellectual property, such as audio and video tapes, digital and print materials, and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including termination and financial responsibility for the repair or replacement of damaged or destroyed property.

Further, Marksman is not responsible for any damage to employees' personal belongings.

5-14. Health and Safety

The health and safety of employees and others on Marksman property are of critical concern to Marksman Security Corporation. Marksman intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards are required to be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on Marksman's premises, or in a product, facility, piece of equipment, process or business practice for which Marksman is responsible are required to be brought to the attention of management immediately.

Periodically, Marksman may issue rules and guidelines governing workplace safety and health. Marksman may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees must familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to Marksman's Human Resources Department as soon as possible, regardless of the severity of the injury or accident.

5-15. Hiring Relatives/Employee Relationships

A close personal or familial relationship among employees, or between our employees and clients, can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative or an employee services a client. To avoid this problem, Marksman Security Corporation may refuse to hire or place an employee in a position where the potential for favoritism or conflict exists.

In other cases such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of Marksman. Accordingly, all parties to any type of intimate personal relationship must inform Marksman management.

If two employees, or an employee and client marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. Marksman generally will attempt to identify other available positions, but if no alternate position is available, Marksman retains the right to decide which employee will remain with Marksman.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

5-16. Employee Dress, Personal Appearance and Use of Uniforms and Equipment

You are expected to report to work professionally groomed, clean, and dressed according to the requirements of your position. Please contact Marksman's Human Resources Department for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from

working until you return to work well-groomed and wearing the proper attire. No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business dress for work, please consult Marksman's Human Resources Department.

Come to work in your uniform, looking perfect. Everything put together and clean / pressed. You must arrive and depart from the site in your uniform. Maintain perfect uniform appearance (clean and pressed shirt, pants, white crew neck undershirt, black work shoes polished). You must wear your nametag. At all times: When you are wearing a Marksman uniform, you are a representative of our company. This is true even when you are off duty.

You are prohibited from using any Marksman uniform, logo, equipment, patch or other intellectual or physical property in connection with any activity not connected with Marksman's operations.

5-17. Publicity/Statements to the Media

All media inquiries regarding Marksman and its operation must be referred to Marksman's Operations Team. Employees are not authorized to make or approve public statements pertaining to Marksman or its operations.

5-18. Operation of Vehicles/Cellular Phones

All employees authorized to drive Marksman-owned or leased vehicles or personal vehicles in conducting Marksman Security Corporation business must be 21 years of age, possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to Marksman's Human Resources Department immediately.

A valid driver's license must be in your possession while operating a vehicle off or on Marksman property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Marksman-owned or leased vehicles may be used only as authorized by Marksman management and are monitored at all times by gps.

Employees with cell phones must refrain from using their phones while driving any Marksman vehicles (automobiles, golf carts, bicycles and other transportation devices), or while you are driving your vehicle on one of our clients' properties. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Employees who do not drive Marksman vehicles, but use a cell phone for business use also must abide by the above regulations.

Under no circumstances should employees feel that they need to violate laws or place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their phones while driving will be solely responsible for all liabilities that result from such actions. Marksman reserves the right to have all drivers complete a road safety class before the end of their probationary period.

Eating and drinking any food other than water in the Marksman vehicles is prohibited at all times.

5-19. References/Non-Disparagement

Marksman Security Corporation will respond to reference requests through Marksman's Human Resources Department. Marksman will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to Marksman's Human Resources Department, as only Marksman's Human Resources Department may provide references.

Employees agree not to make disparaging, critical, negative, or otherwise detrimental comments to any person or entity concerning Marksman, its officers, directors or employees, the products, services or programs provided or to be provided by Marksman, the business affairs, operation, management or the financial condition of Marksman, or the circumstances surrounding an employee's employment and/or separation of employment from Marksman. In addition, Marksman agrees not to make disparaging, critical, negative, or otherwise detrimental comments to any person or entity concerning an employee, or an employee's role with Marksman or the circumstances surrounding an employee's employment and/or separation of employment from Marksman. Nothing in this section shall preclude either party from making truthful statements that are reasonably necessary to comply with applicable law, regulation or legal process.

5-20. If You Must Leave Us

Should you decide to leave Marksman, we ask that you provide your supervisor with at least two (2) weeks advance notice of your departure. If a two-week notice is not provided your final paycheck may be subject to being reduced to minimum wage.

All Marksman property including, but not limited to, keys, security cards, access codes, passwords, parking passes, laptop computers, fax machines, cellular devices, uniforms, loans, etc., must be returned or repaid at separation. Employees also must return all of Marksman's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay Marksman (through payroll deduction or personal reimbursement) for any lost or damaged Marksman property, payroll overpayments and all debts owed.

As noted previously, all employees are employed at-will and nothing in this handbook alters that status.

5-21. Exit Interview

Employees who resign are requested to participate in an exit interview with Marksman's Human Resources Department.

6-1. Acknowledgment of Use of Communication and Computer Systems Policy

I have reviewed Marksman's policy on use of communication and computer systems. I understand that the communication and computer systems are intended for business purposes and may be used only during working time. This includes the voice mail, e-mail and Internet systems. I understand that I have no legitimate expectation of privacy in regard to my use of the systems.

I understand that Marksman Security Corporation may access and monitor the voice mail, e-mail and Internet systems and obtain the communications within the systems, including past voice mail and e-mail messages, and Internet surfing trends, without notice to users of the system, in the ordinary course of business when Marksman deems it appropriate to do so.

I understand that Marksman Security Corporation may review and monitor Internet usage to ensure that such use with Marksman property, or communications sent via the Internet with Marksman property, are appropriate.

If I incur unauthorized data charges on Marksman's cellular devices, I will be required to reimburse Marksman for those costs.

I have read and I understand Marksman Security Corporation's Use of Communications and Computer Systems Policy.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

Please deliver the signed original copy of this acknowledgment to management - it will be filed in your personnel file.

6-2. Background Check Notice and Consent

You are hereby notified that Marksman conducts background checks and obtains consumer reports on all applicants and employees for legitimate business purposes.

By signing this notice, you are hereby authorizing Marksman to conduct a background check and obtain a consumer report in connection with your employment or application for employment.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

Please deliver the signed original copy of this acknowledgment to management - it will be filed in your personnel file.

6-3. Receipt of Sexual Harassment Policy

It is Marksman Security Corporation's policy to prohibit the harassment by any supervisor, employee, client or vendor of any employee on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within Marksman. It is to ensure that at Marksman all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome and offensive sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you are required to immediately report the matter to Marksman's Human Resources Department. Every report of perceived sexual or gender harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including termination. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, Marksman will not tolerate any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. However, employees who make complaints in bad faith may be subject to disciplinary action, up to and including termination.

I have read and I understand Marksman Security Corporation's Sexual Harassment Policy.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

Please deliver the signed original copy of this acknowledgment to management - it will be filed in your personnel file.

6-4. Receipt of Non-Harassment Policy

It is Marksman Security Corporation's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, gender, disability or handicap, pregnancy, marital status, veteran status, sexual orientation or preference, or any other characteristic protected by applicable federal, state or local law. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you are required to immediately report the matter to Marksman's Human Resources Department. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including termination. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, Marksman will not tolerate any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. However, employees who make complaints in bad faith may be subject to disciplinary action, up to and including termination.

I have read and I understand Marksman Security Corporation's Non-Harassment Policy.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

Please deliver the signed original copy of this acknowledgment to management - it will be filed in your personnel file.

6-5. Receipt of Employee Handbook

This Employee Handbook is an important document intended to help you become acquainted with Marksman Security Corporation.

I acknowledge that I have received a copy of Marksman Security Corporation's Employee Handbook (the "Handbook"). I agree to read it thoroughly, including but not limited to the statements in the forward describing the purpose and effect of the Handbook. I agree if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from the Human Resources Team of Marksman. I understand that I am expected to follow all of the policies of Marksman, including but not limited to those set forth in this Handbook as they may be established or changed from time to time. Furthermore, I acknowledge that this Handbook is not a contract of employment, not intended to create any contractual rights and is not a binding legal document. I also acknowledge:

1. That I have entered into my employment relationship with Marksman voluntarily;
2. I understand that Marksman is an "at will" employer and as such employment with Marksman is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice;
3. Marksman is not responsible for and will not be bound by any statements that are not set forth in a written document signed by the employee and Mark Radi, Marksman President, or Ezekiel Kaufman, Marksman CEO.
4. I have read and understand all of the Marksman policies set forth in the Handbook, including but not limited to the Marksman Non-Discrimination and Anti-Harassment Policy, as well as the reporting procedure contained therein; and
5. I understand this Handbook states Marksman policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with Marksman for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated by Marksman at any time.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of Marksman's Employee Handbook.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

Please deliver the signed original copy of this acknowledgment to management - it will be filed in your personnel file.

6-6. Arbitration Acknowledgement

You are hereby notified that Marksman requires its employees (or potential employees) to submit all employment-related disputes to arbitration. In that regard, they must review and execute the Arbitration Agreement attached hereto as Exhibit A.

By signing this Arbitration Acknowledgement, you are hereby acknowledging receipt of the Arbitration Agreement, and agree to all of its terms and conditions, as set forth therein.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

Please deliver the signed original copy of this acknowledgment to management - it will be filed in your personnel file.

Training & Development

Corporate Campus | Facility Security Officer Training

Marksman Security officers selected and assigned to a corporate campus security program will received 32 hours of instruction (in addition to State mandated training) as initial qualification.

❖ State License / Annual Recertification	❖ Client Security Procedures	❖ Fire / Life Safety
❖ Facility Security Systems	❖ Terrorism Awareness	❖ Customer & Tenant Service Quality
❖ AED/CPR	❖ Customer Company Orientation	❖ Security Duties & Functions
❖ Incident Response & Reporting	❖ Risk Management	❖ Active Shooter & Emergency Response

Pre-Assignment and Client Security Program Training / Qualification

- ❖ Content and Requirements are determined based on the Security Duties, Post Orders, and Assignments of Security Personnel
- ❖ Pre-Assignment Training is customized per Client and Security Segment and defined in the Service Level Agreement
- ❖ Training is a combination of instruction from the account training officer and practical applications of security / safety duties and functions
- ❖ Security Team members must successfully complete and pass the pre-requisite training for assignment
- ❖ Marksman Security utilizes the automated Compliance Tracker function of WinTeam for training qualification management and quality standards audits.

❖ AED / CPR – First Responder	❖ Access Control System Management & Utilization	❖ Fire / Life Safety Systems
❖ Facility Emergency Procedures	❖ Active Shooter	❖ CCTV and alarm systems
❖ Fire Response	❖ Customer Experience Training	❖ Traffic Control & Management
❖ Loss Prevention	❖ Safety Inspections / Audits	❖ HVAC Systems
❖ Escalation Procedures	❖ Risk Management	❖ Weapons Screening
❖ Visitor Management System	❖ Credentialing	❖ Vendor Management / Escorts
❖ Alarm Response	❖ Vacant House Check	❖ Healthcare Security Officer - IAHS
❖ Campus Security Officer	❖ Maritime Security Officer	❖ Courthouse Security Officer
❖ Control / Dispatch Center	❖ Marine Patrol	❖ Executive Protection
❖ Paramedics – EMT's & ALS	❖ HAZMAT	❖ OSHA
❖ Terrorism Awareness	❖ Key Management System	❖ Logistics Control

STAR – Specialized Training & Refresher Modules:

❖ Access Control	❖ Bomb Threats	❖ Conflict Management
❖ Crowd Control & Media Relations	❖ Cultural Diversity	❖ Effective Communication
❖ Fire Response	❖ Harassment in the Workplace	❖ Conducting an Investigation
❖ Interviewing	❖ Customer Experience	❖ Medical Emergency Response
❖ Observation & Patrol Techniques	❖ Principles of Leadership	❖ Report Writing
❖ Safe Driving	❖ Suicide Threat Response	❖ Traffic Control
❖ Weather Emergency Response	❖ Workplace Violence	❖ Cyber Security
❖ Terrorism Awareness	❖ Job Safety Analysis	❖ Supervision & Motivation

Maritime Security (MARSEC) Training:

Marksman will develop client specific MARSEC training and testing based on your Facility Security Plan (FSP). The training certification will be conducted prior to completion of security personnel's OJT period and on an annual re-certification basis. The training program will be delivered via Marksman University's LMS, with compliance records maintained at each facility and KPI tracking through the LMS.

U.S. Coast Guard Maritime Security (MARSEC) Levels



The Coast Guard employs a three-tiered system of Maritime Security (MARSEC) Levels designed to easily communicate to the Coast Guard and our maritime industry partners pre-planned scalable responses for credible threats. If the Secretary of Homeland Security issues an NTAS Alert, the Commandant of the U.S. Coast Guard will adjust MARSEC Level, if appropriate, based on the commensurate risk, any maritime nexus, and/or Commandant consultation with the Secretary of Homeland Security.

MARSEC Levels are set to reflect the prevailing threat environment to the marine elements of the national transportation system, including ports, vessels, facilities, and critical assets and infrastructure located on or adjacent to waters subject to the jurisdiction of the U.S. MARSEC Levels apply to vessels, Coast Guard-regulated facilities inside the U.S., and to the Coast Guard.

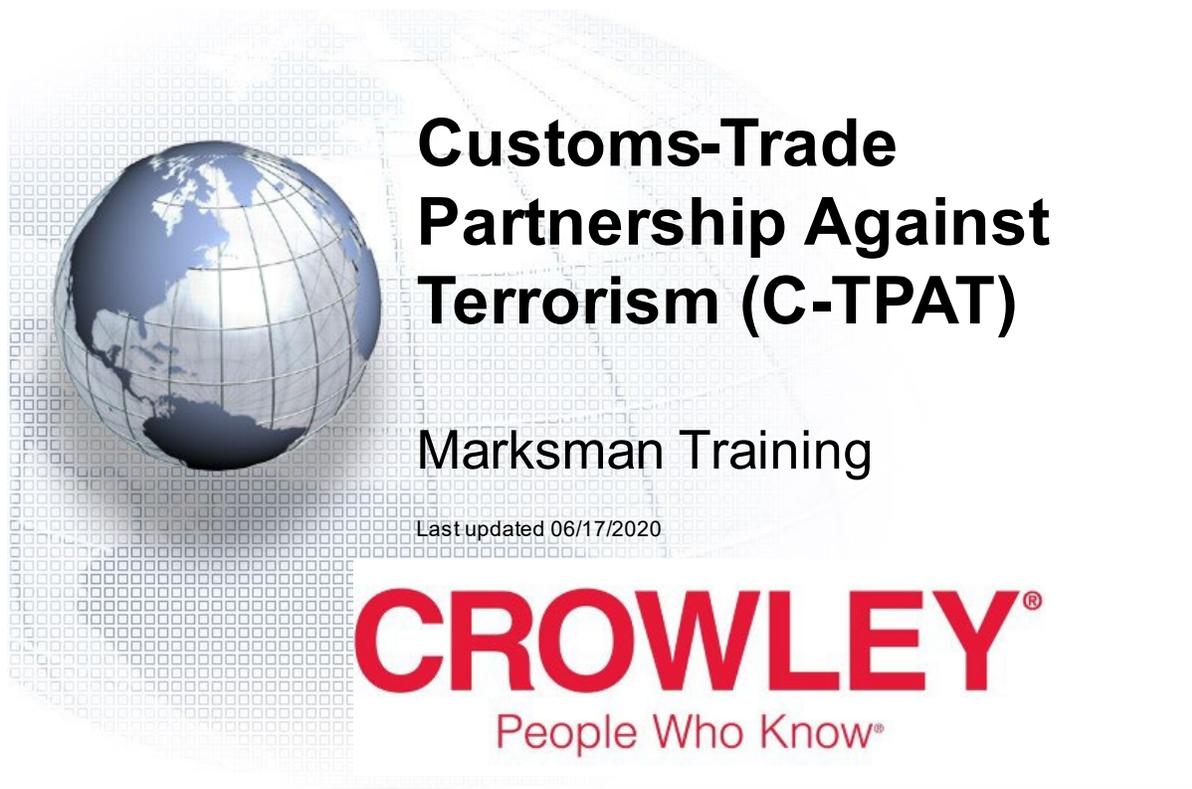
- **MARSEC Level 1** means the level for which minimum appropriate security measures shall be maintained at all times.
- **MARSEC Level 2** means the level for which appropriate additional protective security measures shall be maintained for a period of time as a result of heightened risk of a transportation security incident.
- **MARSEC Level 3** means the level for which further specific protective security measures shall be maintained for a limited period of time when a transportation security incident is

probable, imminent, or has occurred, although it may not be possible to identify the specific target.

MARSEC Level 1 generally applies in the absence of an NTAS Alert or when the Commandant determines that the Alert is not applicable to the Marine Transportation System. If an NTAS Alert is applicable, the Commandant will consider a MARSEC Level change for the maritime industry, Coast Guard, or both.

C-TPAT Training:

Marksman security personnel will complete C-TPAT training as a requirement prior to assignment. Our Operations and Training team will customize the C-TPAT training in collaboration with client operational protocols.



**Customs-Trade
Partnership Against
Terrorism (C-TPAT)**

Marksman Training

Last updated 06/17/2020

CROWLEY[®]
People Who Know[®]

Hip Pocket Training:

Hip pocket training is designed to refresh each officer understanding of SOP's and critical procedures associated with their specific site. Utilization of this type training allows for an engagement between the supervisor and the officer to determine their level of comprehension. The area of focus for the training will be on emergency procedures. Each team will provide five questions from a specific topic each month allowing time for each team member to review the material.

The supervisor should anticipate 10-15 minutes interaction with each officer. The supervisor will ask a series of questions (based on the assigned security policy & procedures) with a passing score of 80% (4/5). During this time, a visual inspection will be conducted to ensure that the officer is in possession of all necessary uniform items in accordance with the Marksman Employee Handbook/site requirements. If the officer does not achieve a passing score, they will be allowed time to review the material to achieve a passing score (24 hour minimum before retake). Marksman will establish operations management standards and measure compliance through KPI's reported monthly.

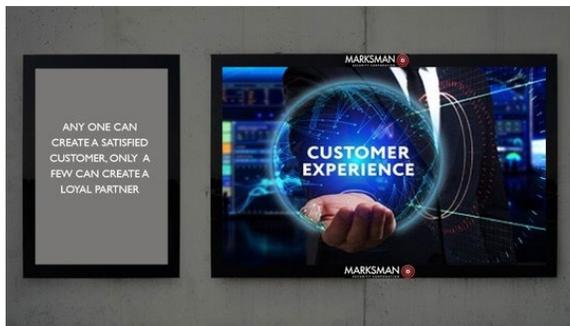
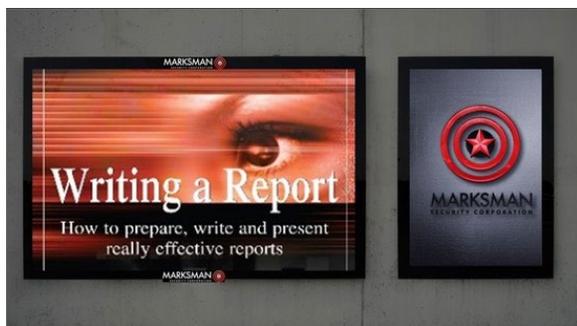
	
Hip Pocket Evaluation Form	
Security Professional:	
Site	
Date/Time	
Question #1	
Question #2	
Question #3	
Question #4	
Question #5	
Did the Officer Score 80% or higher? YES_____ NO_____ If required provide the material and allow time for retake.	
Uniform and Appearance	
Is the Officer in the correct uniform?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the uniform worn correctly?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the Uniform Serviceable?	Yes <input type="checkbox"/> No <input type="checkbox"/>
In possession of safety vest/safety glasses?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Guard Card on person? (If Applicable)	Yes <input type="checkbox"/> No <input type="checkbox"/>
In possession of site ID? (If Applicable)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Remarks:	
Discrepancies:	



Marksman Security University provides training and development for our employees through the company's Learning Management System (LMS), powered by Intelum. Employees have ready access to remote learning via our training portal. Training curriculum is developed by Marksman's Director of Training in collaboration with our subject matter experts. Client specific training requirements can be directly supported with customized training modules within Marksman University.

Professional Protection Officer – Level I

The Professional Protective Officer (PPO) series of modules are developed based on the Security Officer's needs for on-site activity as specified by many of our Clients. PPO Level 1 is considered a basic level series. Additional Levels will be added, increasing in difficulty based on the topic and the real-world need. All new employees must take these modules and pass the course assessment given at the end of each module.



Professional Protection Officer – Level II

The Professional Protective Officer (PPO) series of modules are developed based on the Security Officer's needs for on-site activity as specified by many of our Clients. PPO Level 2 is considered an Intermediate level series. All new employees must take these modules and pass the course assessment at the end of each module.



Leadership & Management

- Level I
 - ✓ Principles of Leadership
 - ✓ Self Management
 - ✓ Employee Engagement
- Level II
 - ✓ Managing People
 - ✓ Business Processes
 - ✓ Safety & Risk Management
- Level III
 - ✓ Service Excellence
 - ✓ Customer Experience
 - ✓ Case Studies & Executive Mentorship



Leadership Institute Curriculum

Module 1 – Management & Leadership	Module 2 – Self Management	Modules 3 – People & Team Leadership
<input type="checkbox"/> Development Overview	<input type="checkbox"/> Your Leadership Brand	<input type="checkbox"/> Talent & Recruiting
<input type="checkbox"/> MSC Value Proposition	<input type="checkbox"/> Your Personal Brand	<input type="checkbox"/> Screening & Selection
<input type="checkbox"/> Operations Excellence	<input type="checkbox"/> Talent Management	<input type="checkbox"/> Employment Practice
<input type="checkbox"/> MSC Systems		<input type="checkbox"/> Interviewing & Motivational Fit <input type="checkbox"/> Talent Development

Module 4 – Personnel People Management	Module 5 – The Business Process	Modules 6 – Safety & Risk Management
<input type="checkbox"/> Employment Law	<input type="checkbox"/> Managing Schedules	<input type="checkbox"/> MSC Safety & Risk Management
<input type="checkbox"/> MSC Policy	<input type="checkbox"/> Advanced Scheduling	<input type="checkbox"/> Job Safety Analysis (JSA's)
<input type="checkbox"/> Managing Unemployment	<input type="checkbox"/> Flex Forces & Utility Officers	<input type="checkbox"/> Safety Culture
	<input type="checkbox"/> Managing Overtime	<input type="checkbox"/> Driver Assessment
	<input type="checkbox"/> Budgeting & KPI's	<input type="checkbox"/> Facility Risk Assessment
	<input type="checkbox"/> WinTeam Certification	

Module 7 – Service Excellence	Module 8 – The Customer Experience	Modules 9 – Case Studies & Mentorship
<input type="checkbox"/> Value Drivers	<input type="checkbox"/> Service Commitment	<input type="checkbox"/> Security Segments
<input type="checkbox"/> Value Discovery	<input type="checkbox"/> Retain & Enhance	<input type="checkbox"/> Seminars
<input type="checkbox"/> Delivering Value	<input type="checkbox"/> Strategic Partnership	<input type="checkbox"/> 3 rd Party Certifications
<input type="checkbox"/> MSC Value Proposition	<input type="checkbox"/> Grow	<input type="checkbox"/> Executive Mentor



Customs-Trade
Partnership Against
Terrorism (C-TPAT)

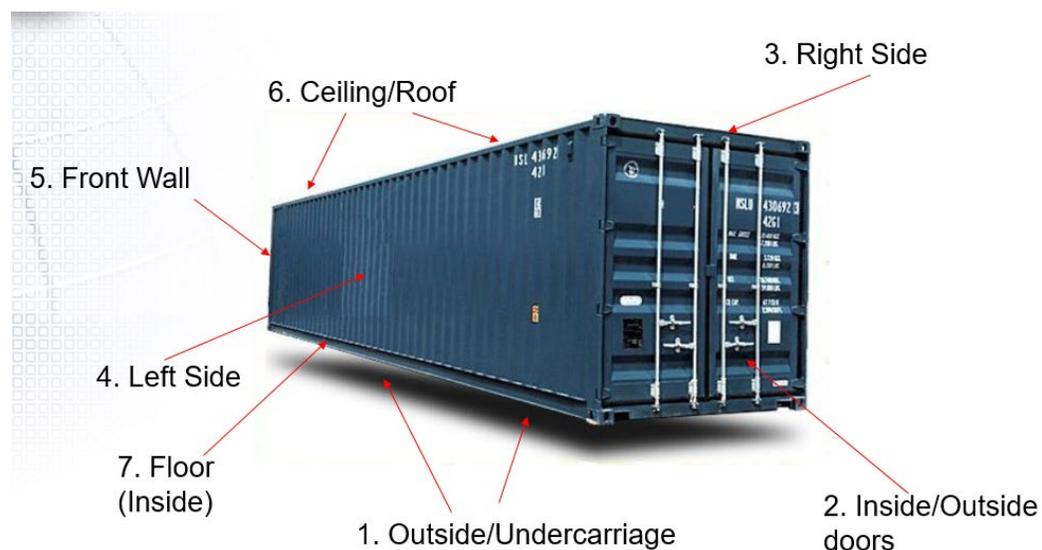
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7 Point Container Inspection

Conduct external review of inbound ocean container or Mexico truck delivery. 7 Point Container Inspection Process:

1. Outside/Undercarriage (before entering facility)
2. Inside Outside doors
3. Right Side
4. Left Side
5. Front Wall
6. Ceiling/Roof
7. Floor (Inside)

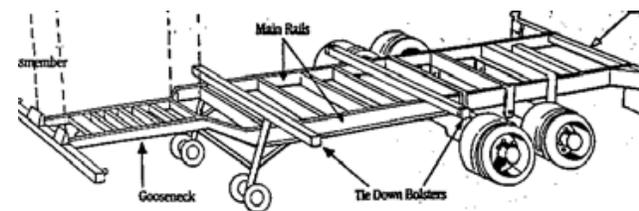




Outside and Undercarriage

Before allowing the container to enter the facility, inspect undercarriage and outside of container. Use a mirror to access hard-to-see areas.

Undercarriage support beams should be visible; Solid plates should not cover the beams

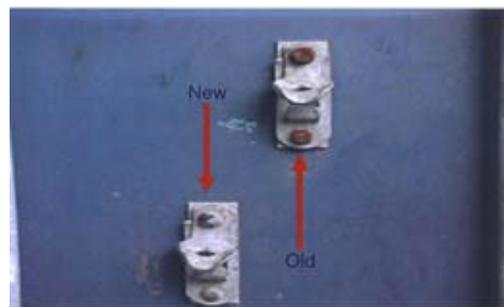




Doors – Outside

Ensure locking mechanisms are secure and in good working order. The doors should look intact and not breached. Solid plates should not cover standard interior door cavities.

The door, handles, rods, hasps, rivets, brackets, and all other parts of a container's locking mechanism **MUST** be fully inspected to detect tampering and any hardware inconsistencies prior to the attachment of any sealing device.





Defect Reference Guide Pictures



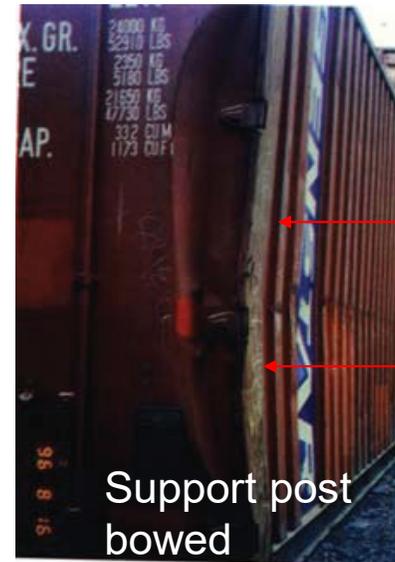
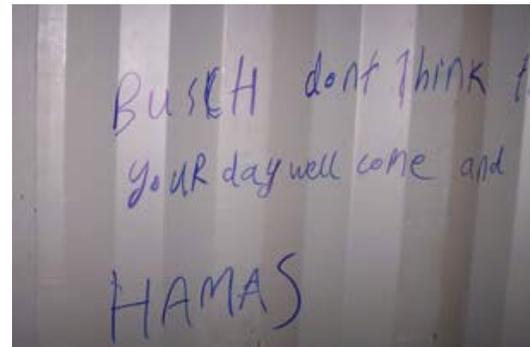
Hole in door



Broken locking bar guide



infestation



Support post bowed



Defect Reference Guide

Minor to moderate blemishes and damage are acceptable and considered normal. Look for structural defects that jeopardize the safety and security of people loading and unloading containers and those that compromise the integrity of the products being transported (*see example photographs on next slide*):

- Significantly bent / bowed posts, support beams or broken welds
- Door hardware in poor condition or working order that prevents seal and locking integrity
- Holes that allow light or external weather conditions into container
- Persistent odor or physical reaction such as watering eyes or coughing
- Defaced container markings or interior graffiti / inappropriate messaging

Please note that Illegal contraband can be stored in modified pallets, hidden within products or among boxes and can also simply be added to a shipment in a box, bag or other receptacle.



Agricultural / Pest Infestation Security Checks



Bioterrorism (*intentional*)

- Bioterrorism is a threat **not only to our health and safety, but also to U.S. economic security.**
- In the aftermath of September 11, 2001, Congress passed the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 ("The Bioterrorism Act"), which specified **Protecting the Safety and Security of Food and Drug Supply** as one of the five designated titles.
- A 2012 report by the FBI emphasized that **terrorists consider America's agriculture and food production to be targets.** In particular, food supply is among the most vulnerable and least protected target.
- A terrorist attack on the food and agriculture industries would likely involve contaminating resources. To mitigate this threat, **government and the private sector must improve collaboration** on resources, expertise, and initiatives to achieve shared security and emergency preparedness objectives.



Contamination (*incidental*)

- Like bioterrorism, contamination poses a threat to **our health and safety, and to U.S. economic security.**
- Agriculture is the largest industry and employment sector in the United States, and one of **the greatest risks to the success of this industry are foreign contaminants and pests.**
- Contaminants like soil, manure, seeds, plant and animal material may harbor invasive pests and diseases, and invasive species **have caused over \$138 billion annually in economic and environmental losses** in the U.S.
- **Conveyance contamination is found in all pathways:** sea, air, land and rail; additionally, contamination is found on regulated agricultural commodities and general cargo, not just perishable agricultural commodities. **Eliminating contaminants will decrease conveyance and cargo holds, delays, and commodity returns or treatments.**



Agricultural / Pest Infestation Security Checks

		What is it?	What is the risk?
Insects & Insect Eggs		Visible forms of animals, insects – notably gypsy moths – or other invertebrates (alive or dead, in any lifecycle stage, including egg casings or rafts)	<ul style="list-style-type: none"> • Can cause damage to shipment • May infest local vegetation • Can harbor diseases harmful to the local population
Plant Material & Seeds		Viable or non-viable plants or plant products (including fruit, seeds, leaves, twigs, roots, bark)	<ul style="list-style-type: none"> • Can carry plant pathogens and/or harbor insect pests • Many foreign weed seeds are considered Federal Noxious Weeds in the United States
Soil		Organic material, including fungi; or soil, or water	<ul style="list-style-type: none"> • Can harbor insect pests and weed seeds • May harbor nematodes (microscopic worms), which can be harmful to plants and are exceedingly difficult to eradicate • Soil is a vector for foreign animal diseases
Snails		Visible forms of animals, insects or other invertebrates (alive or dead, in any lifecycle stage, including egg casings or rafts)	<ul style="list-style-type: none"> • Many snails are destructive agricultural pests • Snails are very difficult to eradicate if they become established • Snails are vectors for both human and animal diseases
Garbage & Organic Material		Organic material of animal origin (including blood, bones, hair, flesh, secretions, excretions)	<ul style="list-style-type: none"> • Can harbor and spread foreign animal diseases • May contain prohibited plant material infested with pests and plant diseases



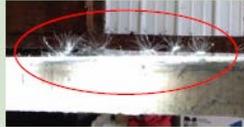
What To Look For



Spilled Seed on Trailer Floor



What To Look For

Insects & Snails	Plant Material & Seeds	Garbage & Organic Material
 <p data-bbox="777 625 856 648">Snails</p>	 <p data-bbox="1192 625 1350 648">Cogon Grass</p>	 <p data-bbox="1679 625 1778 648">Manure</p>
 <p data-bbox="728 811 904 833">Grasshoppers</p>	 <p data-bbox="1100 811 1442 833">Spilled seed on trailer floor</p>	 <p data-bbox="1651 811 1819 833">Animal Blood</p>
 <p data-bbox="629 993 1021 1016">Asian Gypsy moth egg masses</p>	 <p data-bbox="1105 993 1434 1016">Weed seeds stuck to WPM</p>	 <p data-bbox="1610 993 1849 1016">Soil Contamination</p>
 <p data-bbox="682 1185 958 1208">Khapra Beetle Larvae</p>	 <p data-bbox="1085 1185 1457 1208">Cottonseed in rail car springs</p>	 <p data-bbox="1544 1185 1916 1208">Garbage contamination on rail</p>

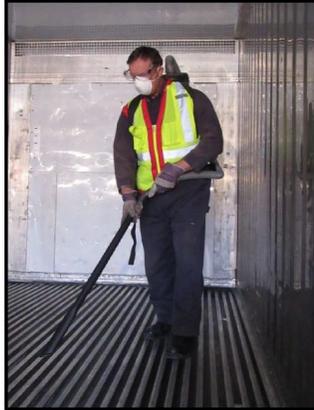
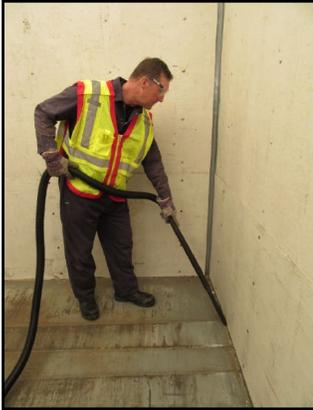


Cleaning Contaminants





How to Eliminate Contaminants



Eliminating Contaminants – Vacuum, Broom, Blower



Start With Clean Trailer
Prior to Loading



Utilize Paved Lots to
Avoid Contamination



- V – View seal and container locking mechanisms; ensure they are OK
- V – Verify seal number against shipment documents for accuracy
- T – Tug on seal to make sure it is affixed properly
- T – Twist and turn the bolt seal to make sure its components do not unscrew, separate from one another, or any part of the seal becomes loose.





Cargo Staging and Parking





Physical Area Inspection





Physical Area Inspection





What Next?

- Client CTPAT Representative

Environmental, Social and Governance (ESG) Mission Statement

Our Mission:

To provide customized security & safety services for our customers, delivering on the Marksman Value Proposition through our Leadership Team's industry expertise & experience, and the Brand Promise for an exceptional Customer Experience.

Our Values:

Our culture is driven by Marksman's core values:

Integrity | Service | Commitment | Drive | Innovation

We live these core values every day; guiding selection of our security professionals, development of our supervisors & managers, and a cornerstone for leadership.

Our Security Services Offering:

Marksman's Leadership Team are industry leaders with exceptional experience and expertise in all segments of security services, as trusted partners for our customers delivering Marksman's Value Proposition.

Marksman's ESG Mission:

Marksman Security Corporation is a trusted partner of our clients built on a culture of shared values, responsible & responsive management, and the value we place on our Marksman team members. The company has established programs and policies to ensure Marksman's business continuity and our corporate commitment to the Environment, Social Reasonability, and the Governance of the Company.

Environmental Programs:

1. Environmental Policy Statement:

Marksman Security Corporation is committed to reducing its impact on the environment. We will strive to improve our environmental performance over time and to initiate additional projects and activities that will further reduce our impacts on the environment.

Our commitment to the environment extends to our customers, our staff, and the community in which we operate.

We are committed to:

- Comply with all applicable environmental regulations;
- Prevent pollution whenever possible;
- Train all of our staff on our environmental program and empower them to contribute and participate;
- Communicate our environmental commitment and efforts to our customers, staff, and our community
- Continually improve over time by striving to measure our environmental impacts and by setting goals to reduce these impacts each year.

2. Marksman Facilities:

- All leased offices will be LEED Green Certified properties
- Recycling programs are mandatory
- A focus on paperless business practices
- Utilization of cloud-based systems for shared files, communications, and records management.

3. Operations:

- Utilization of WinTeam software provides employee with automated personnel scheduling via the TeamTime application
- Our three (3) Global Security Operations Centers provides supervision, monitoring, safety checks our personnel eliminating or greatly reducing “road supervisors” utilization of vehicles.
- TrackTik Guard Management Systems provides an automated source for daily activity reports, incident reports, escalation reports, facility management, training, and procedures.

4. Client Partnership Initiatives:

- Marksman collaborates with our client partners on environmental sustainability initiatives. As example; one client portfolio is in plans to move to an all-electric vehicle fleet.

Social Responsibility:

Marksman recognizes the value of our people as we strive to be the employer of choice, applying Marksman’s Values to guide our organization.

Marksman’s Commitment to Our Employees:

- ❖ Employees are provided valued benefits programs
- ❖ Marksman has established our Code of Conduct, which is part on our new hire on-boarding and annual retraining.
- ❖ Training programs are delivered to all employees consisting of modules / policies; Inclusion, Ant-Harassment, Safety in the Workplace, Managing People, Conflict Resolution, as examples.

- ❖ Employees have access to a 24-hour hot-line and help desk via secure email.
- ❖ Marksman provides an Employee Assistance Program (EAP)
- ❖ The company provides training and development programs for career pathing of our employees.
- ❖ Commitment to Community
 - Local Branch and Regional leaders are encouraged to support local charities funded through the company.
 - Employees are recognized for their community involvement.

Governance:

- ❖ Marksman honors its commitment to our clients, employees, and stakeholders through our culture and core value of Integrity.
- ❖ Our management is guided by Marksman's Leadership Non-Negotiables.
- ❖ Internal management controls and systems have been established
 - WinTeam Solutions – Payroll, Scheduling, Billing, Operational & Contract Compliance.
 - TrackTik – Guard Force Management Solutions
 - GSOC's – remote monitoring, personnel accountability, safety
 - Financial Audits (third party)
 - Quarterly Business Review (QBR's) – Client level KPI's and program management
 - Data Security Requirements
- ❖ Robust Business Continuity Plans
 - Emergency Management Plans
 - Redundance for both technology and operations
 - Customized Client Emergency Management Plans
 - Sustainability Plans & Initiatives

Environmental Policy Statement

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- ❖ Train all of our staff on our environmental program and empower them to contribute and participate;
- ❖ Communicate our environmental commitment and efforts to our customers, staff, and our community
- ❖ Continually improve over time by striving to measure our environmental impacts and by setting goals to reduce these impacts each year.

Marksman’s Strategic Statement to Promote Growth of Port Everglades

Marksman Security Corporation is a privately held US owned company Head Quartered in Broward County. Founded in 2003 in Ft. Lauderdale, FL, as a provider of customized security services with the core philosophy of delivering exceptional service and a World Class customer experience. Marksman currently operates in twenty-six (26) states and in fifty (50) markets. Our Strategic Accounts Program provides Marksman the operational capacity in all US Geo-Markets and South America.

Through our operational experience, Marksman’s Leadership has the proven expertise and reputation of a trusted partner for Client Leaders and Property Managers responsible for; Facility Operations, Risk Management, Safety, Security, Customer Experience, Regulatory Compliance, Business Continuity, and Emergency Management. Marksman provides services through the traditional Branch Security Operations model and our Strategic Accounts Model.

Our Vision:

Our Strategic Vision is growth through the investment and empowerment of Talent at all levels of the organization. Assembling proven Industry Experts who are passionate about your Customer Experience and equally committed to your security teams Employee Experience – establishes Marksman Security as the Security Partner of Choice.

Our Security Services Offering:

Marksman’s Leadership Team are industry leaders with exceptional experience and expertise in all segments of security services, as trusted partners for our customers delivering Marksman’s Value Proposition. Our service delivery offers the traditional Branch / Regional Operations model and Marksman’s **Strategic Accounts** model.

Security Services Offering - Expertise

❖ Commercial Real Estate	❖ Residential: Gated Communities	❖ Residential: High-rise Communities
❖ Corporate Campus	❖ Government Services	❖ Higher Education
❖ Manufacturing / Industrial	❖ Retail & Mixed Use	❖ Healthcare
❖ Special Events Security	❖ Emergency Services	❖ Consulting & Risk Management

Business Diversity:

Marksman’s partners with Small Business Enterprises (SBE’s) and Veteran Owned security companies as subcontractors to achieve the collective vision of inclusion by the communities we serve, our clients, and our corporate Values. In these partnerships, Marksman’s assumes the role of Mentor, providing business and operational best practices to ensure security service continuity.

Our Value Proposition:

Marksman’s Value Proposition for our customers is principled in the commitment & expectation of Protection; for their Brand, for their People & Property, and for their Cost of Ownership.



Protecting Your Brand	Protecting People & Property	Protecting Your Cost of Ownership
❖ Selection of Professional Security Personnel	❖ Successful Execution of Security Procedures	❖ Risk Management
❖ Profile & Persona of Staff	❖ Specialized Security Services	❖ Increased Brand Value
❖ Training & Testing	❖ Security Segment Expertise	❖ Customer Experience
❖ Program Management	❖ Quality Assurance	❖ Business Continuity



Search County Government

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ENVIROS

Enforcement Action Advanced Search

Search Reset

✘ Could not find an index named ZipCode on Object j_Warning.

Enforcement Action Number:

House Number: To:

Street: (All) (All)
Direction Street Name Street Type Suite

City: (All) Zip: (All)

Section: (All) Township: (All) Range: (All)

Respondent:

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Screen ID: 234



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- Report a Complaint
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- Broward.org
- Terms of Use
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- DSL Revenue Processing Management
- ERP - Environmental Resource Permitting
- Hazardous Waste**
- Mining & Minerals Regulation
- NPDES Storm Water

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Property

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- Application Number
- CCP Facility ID
- CCP Facility Name
- CCP Package ID
- Contractor ID

Sort By Type
Creator Folder Name
Created To

CCP Facility Name =



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0 documents in 0 catalog

Hazardous Waste (0) ▾

Results/Page 5 ▾

Refresh

Operations Return ▾



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- STANDARDS ▾
- ENFORCEMENT
- TOPICS ▾
- HELP AND RESOURCES ▾
- NEWS ▾
- Contact Us
- FAQ
- A to Z Index

- English
- Español

Establishment Search

Reflects inspection data through 07/15/2022

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Your search did not return any results.

Establishment

(This box can also be used to search for a State Activity Number for the following states: NC, SC, KY, IN, OR and WA)

State

OSHA Office

Site Zip Code

Case Status All Closed Open

Violation Status All With Violations Without Violations

Inspection Date

Start Date

End Date

Can't find it?

Wildcard use %

Basic Establishment Search Instructions

Advanced Search Syntax

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. **THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.**

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
☎ 800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY AND HEALTH

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Important Website Notices
Plug-Ins Used by DOL
Accessibility Statement

INDEMNITY AND PAYMENT BOND

BOND NO. 800005678

KNOW ALL BY THESE PRESENTS:

That we, Marksman Security Corporation as INDEMNITOR and Atlantic Specialty Insurance Company as SURETY, a surety company authorized to do business in the State of Florida, are held and firmly bound unto BROWARD COUNTY, as OBLIGEE, a political subdivision of the State of Florida, in the full sum of Twenty Thousand and no/100ths DOLLARS (\$ 20,000.00), for the payment of which we bind ourselves, our heirs, successors, assigns and personal representatives for the performance of the obligations hereinafter set forth:

NOW THEREFORE, the condition of this obligation is such that if INDEMNITOR, its heirs, executors, administrators, successors and assigns shall well and truly save harmless and keep indemnified BROWARD COUNTY, its successors and assigns, from and against all loss, costs, expenses, damages, injury, claims, actions, liabilities and demands of every kind (including but not limited to all reasonable attorney's fees to and through appellate, supplemental and bankruptcy proceedings) which arises from, is caused by, or results from or on account of:

- (i) failure of INDEMNITOR to pay to BROWARD COUNTY, when due, any and all tariff or other charges that have accrued at Port Everglades (whether relating to the furnishing of services or materials to INDEMNITOR, its principals, agents, servants or employees at Port Everglades; or, due to injury to property of Port Everglades; or, stemming from the use of Port Everglades facilities by INDEMNITOR, its principals, agents, servants or employees; or, otherwise); or
- (ii) non-compliance by INDEMNITOR, its principals, agents, servants or employees with applicable laws, ordinances, rules and regulations of the federal, state and local governmental units or agencies (including but not limited to the terms and provisions of the BROWARD COUNTY Code of Ordinances, Administrative Code, and all procedures and policies of the Port Everglades Department), as amended from time to time; or
- (iii) any act, omission, negligence or misconduct of INDEMNITOR, its principals, agents, servants or employees in Port Everglades (whether causing injury to persons or otherwise;

then these obligations shall be null and void, otherwise to remain in full force and effect.

AS A FURTHER CONDITION of this obligation that it shall remain in full force and effect until and unless the Surety provides at least ninety (90) days prior written notice to BROWARD COUNTY of its intention to terminate this Bond.

Any notices required herein shall be given in writing and be delivered to: Broward County's Port Everglades Department, Attn: Director of Administration, 1850 Eller Drive, Fort Lauderdale, Florida 33316, with a copy to: Broward County Administrator, Governmental Center, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301.

IN WITNESS WHEREOF, INDEMNITOR has caused this Bond to be executed by Marksman Security Corporation, on this 5th day of November, 2021 and attested to by its Secretary and its corporate seal to be affixed, and the Surety has caused this Bond to be executed on this 5th day of November, 2021 in its name, by its Attorney-in-Fact, duly authorized to do so.

INDEMNITOR:

ATTEST:

Company Name: Marksman Security Corporation

Corporate Secretary

By: _____

(Print Name of Secretary)

(Print Name of Pres./Vice Pres.)

(SEAL)

Title: _____
(Print)

_____ day of _____, 20____

SURETY:

ATTEST:

Company Name: Atlantic Sepcialty Insurance Company

See Power of Attorney

By: Kathryn Kleinschmidt

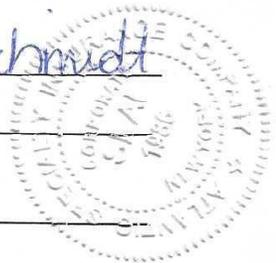
(SEAL)

Kate Longaker

Kathryn Kleinschmidt
(Print Name of Pres./Vice Pres.)

Title: Attorney-In-Fact
(Print)

5th day of November, 2021





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Tina H. Kennedy, Annette Wisong, Joseph R. Williams, Sarah Hancock, Steven L. Swords, Kathryn Kleinschmidt, Kate Longaker**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

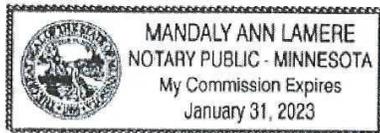
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Paul J. Brehm, Senior Vice President

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



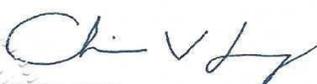

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of November 2019

This Power of Attorney expires
January 31, 2023




Christopher V. Jerry, Secretary