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PORT EVERGLADES DEP.

PORT EVERGLADES FRANCHISE APPLICATION

An application will not be deemed complete and ready for processing until all required documents and fees are received.
2020 FEB -7 AM 9:09

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

StarFleet Inc.

(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

1281

Number /

South Main St. Belle Glade, FL 33430.

Street

City/State/Zip

Phone # (561) 876 2408

E-mail address Jlavandero @ ssipetro.com.

Fax #: (561) 992 4391

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

Name

Jorge Lavandero

Title

Compliance Officer.

Business Address

1281 South Main St. Belle Glade, FL 33430

Number /

Street

City/State/Zip

Phone # (561) 876 2408

E-mail address Jlavandero @ ssipetro.com

Fax #: (561) 992 4391

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

Jorge Lavandero

Representative's Title

Compliance Officer.

Representative's Business Address

1281 South Main St. Belle Glade, FL 33430

Number /

Street

City/State/Zip

Representative's Phone # (561) 876 2408

Representative's E-mail address Jlavandero @ ssipetro.com.

Representative's Fax # (561) 992 4391.

PLEASE COMPLETE THIS APPLICATION AND LABEL ALL REQUIRED BACKUP DOCUMENTATION TO CLEARLY IDENTIFY THE SECTION OF THE APPLICATION TO WHICH THE DOCUMENTATION APPLIES (I.E....., SECTION A, B, C, etc.).

Section A

1. List the name(s) of Applicant's officers, including, CEO, COO, CFO, director(s), member(s), partner(s), shareholder(s), principal(s), employee(s), agents, and local representative(s) active in the management of the Applicant.

Officers:

Title President
First Name Carlos Middle Name M.
Last Name Arruza
Business Street Address 1281 S. Main St.
City, State, Zip Code Belle Glade, FL 33430
Phone Number (561) 719 9831 Fax Number ()
Email Address carruza@ @ ssipetro.com.

Title Chief Financial Officer
First Name Robert Middle Name
Last Name Warrnick
Business Street Address 1st East 11th St. Riviera Beach.
City, State, Zip Code Riviera Beach, 33404, Suite 422.
Phone Number (205) 503 0198 Fax Number ()
Email Address Rwarrnick @ ssipetro.com.

Title Compliance Officer
First Name Jorge Middle Name
Last Name Lavandera
Business Street Address 1281 S. Main St.
City, State, Zip Code Belle Glade, FL 33430
Phone Number (561) 876 2408 Fax Number (561) 992 4391
Email Address JLavandero @ ssipetro.com.

Title GM, Operations
First Name Alex Middle Name
Last Name Arroza
Business Street Address 1st East 11th St. Riviera Beach.
City, State, Zip Code 33404.
Phone Number (561) 722 2402 Fax Number ()
Email Address aarroza @ ssipetro.com.

Attach additional sheets if necessary.

2. RESUMES: Provide a resume for each officer, director, member, partner, shareholder, principal, employee, agent, and local representative(s) active in the management of the Applicant, as listed above.

Section B

1. Place checkmark to describe the Applicant:
() Sole Proprietorship () Corporation () Partnership () Joint Venture () Limited Liability Company
2. Provide copies of the documents filed at the time the Applicant was formed including Articles of Incorporation (if a corporation); Articles of Organization (if an LLC); or Certificate of Limited 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 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 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 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 If "Yes," please provide the full legal name of any business entity which the Applicant acquired during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.
If none, indicate "None" None.

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 acquired firm's officers, managers, employees and/or the acquired firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary.

3. Has the Applicant been acquired by another business entity within the last five (5) years?
Yes ___ No If "Yes," provide the full legal name of any business entity which acquired the Applicant during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.
If none, indicate "None" None.

4. 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.

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.

Section G

1. Provide a list of the Applicant's current managerial employees, including supervisors, superintendents, and forepersons.

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.

Section H

List all other seaports 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 of Miami Number of Years Operating at this Seaport 15+

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
SEABOARD MARINE ✓	> 10
KRISTENSONS PETROLEUM ^T	> 5
Integrity Agency	> 5
PRAXIS ENERGY AGENTS	> 5
Glander	> 5
BP Marine	> 5

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 Number of Years Operating at this Seaport 25

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
Caribbean Transport Line	> 10
HyBUR LTD DBA Hyde Shipping	> 10
K-SEA Transportation	2
SEABUIK International	> 5
SEA Freight Agencies	> 5
GLANDER International	> 5
G + G Shipping	4
Praxis Energy Agents	> 5
Cherxon Products co	> 10
Transmontaigne Products svcs	> 10
Marathon Oil co	> 10
Motiva Enterprises	> 10
Crowley	5
KPI	5

Section H

List all other seaports 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 of Palm Beach Number of Years Operating at this Seaport 15+

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
TROPICAL SHIPPING	>10
CARIBBEAN TRANSPORT LINE	>10
KRISTENSON'S PETROLEUM	75
GLANDER INTERNATIONAL	75
ALLIED TOWING	>5
ATLANTIC CARIBBEAN LINES	5
Bahama Ferries	75
PIRAXIS	>5
Berth One	2

Section H

List all other seaports 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 of Tampa. Number of Years Operating at this Seaport 5+

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
SEABULK INTERNATIONAL	>5
KRISTENSENS PETROLEUM	>5
GLANDER INTERNATIONAL	>5
PRAXIS ENERGY AGENTS	>5
CBMS LTD	3
MURPHY OIL	>5
TRANSMONTAIGNE PRODUCT SERVICES	>5
VALERO MARKETING	>5
CITGO PETROLEUM	>5
NORTH American General Agents	>5
SEABULK	>5
Maine Towing	>5
BP MARINE	>5

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

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.

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

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

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

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 () _____

(Provide on a separate sheet.)

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
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.
2. Identify the type of fuel used for each piece of equipment.
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 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

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
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
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

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.

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.

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.

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.
- b. Provide historic annual turnover ratio for security guards.
- 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.
- d. Provide background requirements, experience, licensing and any and all advanced training provided to supervisory personnel.
- 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 _____
Class D Guards _____
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.

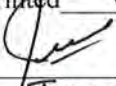
This application and all related records are subject to Chapter 119, F.S., the Florida Public Records Act.

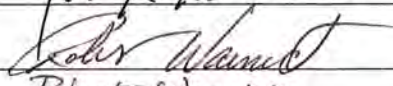
By its execution of this application, Applicant acknowledges that it has read and understands the rules, regulations, terms and conditions of the franchise it is applying for as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended, and agrees, should the franchise be 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 1/23/20

Signature name and title - typed or printed Carlos M Arzuza / President

Witness Signature (*Required*) 
Witness name-typed or printed Jorge Lavandero.

Witness Signature (*Required*) 
Witness name-typed or printed Robert Warnick

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

Name Jorge Lavandero Title Compliance Officer

Address 1281 South Main Street Phone (561) 876-2408
Belle Glade, FL 33430

2020 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P94000001076

Entity Name: STARFLEET, INC.

Current Principal Place of Business:

1281 SOUTH MAIN ST.
BELLE GLADE, FL 33430

Current Mailing Address:

1281 SOUTH MAIN ST.
BELLE GLADE, FL 33430

FEI Number: 65-0461879

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ARRUZA, CARLOS M
1281 S MAIN ST.
BELLE GLADE, FL 33430 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name ARRUZA, CARLOS M
Address 9375 SOUTHERN OAK LANE
City-State-Zip: JUPITER FL 33478-2227

Title D
Name ARRUZA, ANTONIO M
Address 250 EDMOR RD.
City-State-Zip: WEST PALM BEACH FL 33405

Title D
Name AZQUETA, SILVIA
Address 6501 WASHINGTON RD.
City-State-Zip: WEST PALM BEACH FL 33405

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARLOS ARRUZA

PRESIDENT

01/15/2020

Electronic Signature of Signing Officer/Director Detail

Date



Owners

March 11, 2020

Carlos M Arruza – Director/President – Carlos is a full-time hands-on manager overseeing the staff in all operations and financial aspects of the day-to-day business since its inception in 1993. Prior to his management at Starfleet Carlos was active in management of Sugar Supply, a Florida petroleum company. Carlos has a total of over 40 years' experience in the fuel and lube industry.

Antonio Arruza – Director/Photographer- Antonio is not active in the management of Starfleet.

Silvia Azqueta – Director/Homemaker – Silvia is not active in the management of Starfleet.

5

State of Florida

Department of State

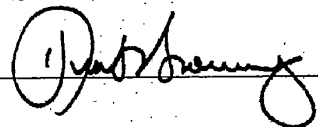
I certify from the records of this office that STARFLEET, INC. is a corporation organized under the laws of the State of Florida, filed on December 30, 1993.

The document number of this corporation is P94000001076.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on March 24, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twenty Fifth day of March, 2009*



Secretary of State



Authentication ID: 300147253673-032509-P94000001076

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

ARTICLES OF INCORPORATION
OF
StarFleet, Inc.

FILED

1999 DEC 30 PM 6:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I - NAME

The name of the corporation is StarFleet, Inc.
(hereinafter called the "Corporation").

ARTICLE II - CORPORATE EXISTENCE

The Corporation shall begin business effective as of
the filing of these Articles of Incorporation with the State of
Florida.

ARTICLE III - PURPOSE

The Corporation is organized for the purpose of
transacting any or all lawful business for corporations
organized under The Florida Business Corporation Act of the
State of Florida.

ARTICLE IV - CAPITAL STOCK

The aggregate number of shares which the Corporation
shall have the authority to issue is 1,000 of Common Stock, par
value \$.01 per share.

ARTICLE V - INITIAL REGISTERED AGENT

The street address of the initial registered office of the Corporation is 1281 South Main Street, Belle Glade, Florida 33430; and the name of the initial registered agent of the Corporation at that address is Carlos M. Arruza.

ARTICLE VI - PRINCIPAL OFFICE AND MAILING ADDRESS

The address of the principal office and mailing address of the Corporation is 1281 South Main Street, Belle Glade, Florida 33430.

ARTICLE VII - INITIAL BOARD OF DIRECTORS

The Corporation shall have three (3) directors initially. The number of directors may be either increased or decreased from time to time as provided in the Bylaws of the Corporation, but shall never be less than one. The names and addresses of the initial directors of the Corporation are:

Carlos M. Arruza
Silvia B. Arruza
Antonio E. Arruza

ARTICLE VIII - INCORPORATOR

The name and address of the person signing these Articles of Incorporation is:

Ruben Diaz, Jr.
c/o Steel Hector & Davis
200 S. Biscayne Boulevard, 40th Floor
Miami, Florida 33131-2398

(SIGNATURE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned Incorporator
has executed these Articles of Incorporation this 28 day of
December, 1993.



Ruben Diaz, Jr.,
Incorporator

CERTIFICATE DESIGNATING THE ADDRESS
AND AN AGENT UPON WHOM PROCESS MAY BE SERVED


W I T N E S S E T H:

That StarFleet, Inc. desiring to organize under
the laws of the State of Florida, has named Carlos M. Arruza,
located at 1281 South Main Street, Belle Glade, Florida 33430,
as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the
above-stated corporation, at the place designated in this
certificate, I hereby agree to act in this capacity, and I
further agree to comply with the provisions of all statutes
relative to the proper and complete performance of my duties,
and I accept the duties and obligations of Section 607.0505,
Florida Statutes.

Dated this 28th day of December, 1993.



CARLOS M. ARRUZA
Registered Agent

DJG/544

FILED
1993 DEC 30 PM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS

OF

STARFLEET, INC.

ARTICLE I
Offices

Section 1. Registered Office. The initial registered office of StarFleet, Inc., a Florida corporation (the "Corporation"), shall be located in the State of Florida.

Section 2. Other Offices. The Corporation may also have offices at such other places, either within or without the State of Florida, as the Board of Directors of the Corporation (the "Board of Directors") may from time to time determine or as the business of the Corporation may require.

ARTICLE II
Meetings of Shareholders

Section 1. Annual Meetings. All annual meetings of the shareholders of the Corporation for the election of directors and for such other business as may properly come before the meeting shall be held (i) on such date and time as may be fixed, from time to time by the Board of Directors, and (ii) at such place, within or without the State of Florida, as may be designated by the Board of Directors and stated in the notice of meeting or in a duly executed waiver of notice thereof.

Section 2. Special Meetings. Special meetings of the shareholders may be called by the Board of Directors, the President or the holders of not less than 10% of the Corporation's stock entitled to vote on any issue proposed to be considered at such meeting. Special meetings of shareholders may be held at such time and date, and at such place, within or without the State of Florida, as shall be designated by the Board of Directors and set forth in the notice of meeting required pursuant to Section 3 of this Article. A meeting properly requested by shareholders shall be called for a date not less than 10 nor more than 60 days after the request is properly made. The call for the meeting shall be issued by the Secretary, unless the Board of Directors, the President or the shareholders requesting the calling of the meeting, designate another person to do so. Only business within the purpose or purposes described in the notice required pursuant to Section 3 of this Article may be conducted at a special meeting of shareholders.

Section 3. Notice. A written notice of each meeting of shareholders shall be given to each shareholder entitled to vote at the meeting at the address as it appears on the stock transfer records of the Corporation, not less than ten (10) nor more than sixty (60) days before the date of the meeting, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. The notice so given shall state the date, time and place of the meeting and, in the case of a special shareholders' meeting, the purpose or purposes for which the meeting is called. If mailed, notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. If a shareholders' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before an adjournment is taken.

Section 4. Waiver of Notice. Shareholders may waive notice of any meeting before or after the date and time specified in the written notice of meeting. Any such waiver of notice must be in writing, be signed by the shareholder entitled to the notice and be delivered to the Corporation for inclusion in the appropriate corporate records. Neither the business to be transacted at, nor the purpose of, any shareholders' meeting need be specified in any written waiver of notice. Attendance of a person at a shareholders' meeting shall constitute a waiver of notice of such meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

Section 5. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at a shareholders' meeting, to demand a special meeting, to act by written consent or to take any other action, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy (70) days nor, in the case of a shareholders' meeting, less than ten (10) days, prior to the date on which the particular action requiring such determination of shareholders is to be taken. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a shareholders' meeting, then the record date for such meeting shall be the close of business on the day before the first notice is delivered to shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

Section 6. Quorum. A majority of the shares entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum for action on that matter at a meeting of shareholders. If a quorum is not present or represented at a meeting of shareholders, the holders of a majority of the shares represented, and who would be entitled to vote at a meeting if a quorum were present, may adjourn the meeting from time to time. Once a quorum has been established at a shareholders' meeting, the subsequent withdrawal of shareholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

Section 7. Voting. If a quorum is present, action on a matter, other than the election of directors, shall be approved if the votes cast by the shareholders represented at the meeting and entitled to vote on the subject matter favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes or voting by classes is required by Florida law or by the Articles of Incorporation. Directors shall be elected in accordance with Article III, Section 3, of these Bylaws. Each outstanding share shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders, unless otherwise provided under the articles of incorporation or any amendment thereof or under Florida law. An alphabetical list of shareholders entitled to notice of a shareholder's meeting shall be available for inspection by any shareholder for a period of ten (10) days prior to the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting.

Section 8. Proxies. A shareholder entitled to vote at any meeting of shareholders or any adjournment thereof may vote in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. If an appointment form designates two or more persons to act as proxies, a majority of these persons present at the meeting, or if only one is present, that one, has all of the powers conferred by the instrument upon all the persons designated unless the instrument provides otherwise. No appointment shall be valid for more than 11 months after the date of its execution unless a longer period is expressly provided in the appointment form.

Section 9. Shareholder Action Without A Meeting. Any action required or permitted to be taken at any shareholders' meeting may be taken without a meeting, without prior notice and without a vote if the action is taken by the holders of outstanding stock entitled to vote thereon having not less than the minimum number of votes necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were

present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action to be taken, dated and signed by approving shareholders having the requisite number of votes entitled to vote thereon, and delivered to the Secretary or other officer or agent of the Corporation having custody of the book in which proceedings of meetings of the Corporation are recorded. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those shareholders who have not consented in writing or who are not entitled to vote on the action, which notice shall comply with the provisions of Florida law.

ARTICLE III
Directors

Section 1. Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors. Directors must be natural persons who are at least 18 years of age but need not be residents of Florida or shareholders of the Corporation.

Section 2. Compensation. Unless specifically authorized by a resolution of the Board of Directors, the directors shall serve in such capacity without compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors. No such payments shall preclude any director from serving in any other capacity and receiving compensation therefor.

Section 3. Number, Election & Term. The number of directors of the Corporation shall be fixed from time to time, within any limits set forth in the Articles of Incorporation, by resolution of the Board of Directors. Any decrease in the number of directors shall not shorten the term of an incumbent director. Directors shall be elected annually, at the annual meeting of shareholders of the Corporation, by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. The terms of the initial directors of the Corporation expire at the first shareholders' meeting at which directors are elected and when their successors are elected and shall qualify, or upon their earlier resignation, removal from office or death. The terms of all other directors expire at the next annual shareholders' meeting following their election and when their successors are elected and shall qualify, or upon their earlier resignation, removal from office or death. The Chairman of the Board of Directors shall preside at all meetings of directors and of shareholders.

Section 4. Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum

of the Board of Directors, or by the shareholders at an annual or special meeting called for that purpose. A director elected to fill a vacancy shall hold office only until the next shareholders' meeting at which directors are elected. If there are no remaining directors, any vacancy shall be filled by the shareholders.

Section 5. Removal of Directors. The shareholders may remove one or more directors with or without cause. A director may be removed by the shareholders at a meeting of shareholders, provided the notice of the meeting states that the purpose, or one of the purposes, of the meeting is the removal of the director.

Section 6. Quorum and Voting. A majority of the number of directors fixed by or in accordance with these Bylaws shall constitute a quorum for the transaction of business at any meeting of directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present shall be the act of the Board of Directors.

Section 7. Deemed Assent. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting (or promptly upon his arrival) to the holding of the meeting or transacting specified business at the meeting, or (ii) the director votes against or abstains from the action taken.

Section 8. Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which must have at least two members and, to the extent provided in the designating resolution, shall have and may exercise all the authority of the Board of Directors, except such authority as may be reserved to the Board of Directors under Florida law.

Section 9. Meetings. Regular and special meetings of the Board of Directors shall be held at the principal place of business of the Corporation or at any other place, within or without the State of Florida, designated by the person or persons entitled to give notice of or otherwise call the meeting. Meetings of the Board of Directors may be called by the Chairman of the Board or by the President. 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 an 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 directors who were present. Members of the Board of Directors (and any committee of the Board) may

participate in a meeting of the Board (or any committee of the Board) by means of a telephone conference or similar communications equipment through which all persons participating may simultaneously hear each other during the meeting; participation by these means constitutes presence in person at the meeting.

Section 10. Notice of Meetings. Regular meetings of the Board of Directors may be held without notice of the date, time, place or purpose of the meeting, so long as the date, time and place of such meetings are fixed generally by the Board of Directors. Special meetings of the Board of Directors must be preceded by at least two (2) days' written notice of the date, time and place of the meeting. The notice need not describe either the business to be transacted at or the purpose of the special meeting.

Section 11. Waiver of Notice. Notice of a meeting of the Board of Directors need not be given to a director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of that meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting and the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. The waiver of notice need not describe either the business to be transacted at or the purpose of the special meeting.

Section 12. Director Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors (or a committee of the Board) may be taken without a meeting if the action is taken by the written consent of all members of the Board of Directors (or of the committee of the Board). The action must be evidenced by one or more written consents describing the action to be taken and signed by each director (or committee member), which consent(s) shall be filed in the minutes of the proceedings of the Board. The action taken shall be deemed effective when the last director signs the consent, unless the consent specifies otherwise.

ARTICLE IV **Officers**

Section 1. Officers. The Corporation shall have a President, a Vice President, a Secretary and a Treasurer, each of whom shall be appointed by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary or desirable may be appointed by the Board of Directors or the Chairman of the Board, if any, from time to time. Any two or more offices may be held by the same person.

Section 2. Duties. The officers of the Corporation shall have the following duties:

The President shall be the chief operating officer of the Corporation and shall have general and active management of the business and affairs of the Corporation subject to the direction of the Board of Directors. The President shall see to it that all orders and resolutions of the Board are carried into effect. In the absence of the Chairman of the Board or in the event the Board of Directors shall not have designated a Chairman of the Board, the President shall preside at all meetings of the Board of Directors and shareholders.

The Vice President shall have such powers and perform such duties as the Board of Directors shall from time to time designate. In the absence or disability of the President, the Vice President specifically designated by the vote of the Board of Directors shall have the powers and shall exercise the duties of the President.

The Secretary shall have custody of and shall maintain all of the corporate records (except the financial records), shall record the minutes of all meetings of the shareholders and the Board of Directors, shall authenticate records of the Corporation, shall send all notices of meetings and shall perform such other duties as are prescribed by the Board of Directors.

The Treasurer shall have custody of all corporate funds, securities and financial records, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render an account of all his transactions as treasurer and of the financial condition of the Corporation at regular meetings of the Board or when the Board of Directors so requests. The Treasurer shall also perform such other duties as are prescribed by the Board of Directors.

Each Assistant Secretary and Assistant Treasurer, if any, shall be appointed by the Board of Directors and shall have such powers and shall perform such duties as shall be assigned by them by the Board of Directors.

Section 3. Resignation of Officer. An officer may resign at any time by delivering notice to the Corporation. The resignation shall be effective upon receipt, unless the notice specifies a later effective date. If the resignation is effective at a later date and the Corporation accepts the future

effective date, the Board of Directors may fill the pending vacancy before the effective date provided the Board of Directors provides that the successor officer does not take office until the future effective date.

Section 4. Removal of Officer. The Board of Directors may remove any officer at any time with or without cause. Any officer or assistant officer, if appointed by another officer, may be removed by the appointing officer.

Section 5. Compensation. The compensation of officers shall be fixed from time to time at the discretion of the Board of Directors. The Corporation may enter into employment agreements with any officer of the Corporation.

ARTICLE V **Stock Certificates**

Section 1. Issuance. Every holder of shares in this Corporation shall be entitled to have a certificate representing all shares to which he is entitled. No certificate shall be issued for any share until the consideration therefor has been fully paid or received.

Section 2. Form. Certificates representing shares in this Corporation shall be signed by the President and the Secretary of the Corporation, or by any other two officers designated by the Board of Directors.

Section 3. Registered Shareholders. The Corporation shall be entitled to treat the holder of record of shares as the holder in fact and, except as otherwise provided by the laws of Florida, shall not be bound to recognize any equitable or other claim to or interest in the shares.

Section 4. Transfer of Shares. Shares of the Corporation shall be transferred on its books only after the surrender to the Corporation or the transfer agent of the share certificates duly endorsed by the holder of record or attorney-in-fact. If the surrendered certificates are canceled, new certificates shall be issued to the person entitled to them, and the transaction recorded on the books of the Corporation.

Section 5. Lost, Stolen or Destroyed Certificates. If a shareholder claims that one or more of his certificates for shares issued by the Corporation have been lost, stolen or destroyed, a new certificate shall be issued upon delivery to the Corporation of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed, and, at the discretion of the Board of Directors, upon the deposit of a bond or other indemnity as the Board reasonably requires.

ARTICLE VI
Distributions

The Board of Directors may from time to time authorize and declare, and the Corporation may pay, distributions (including but not limited to dividends on, and redemptions and other acquisitions of, shares of the Corporation's stock) on its outstanding shares in cash, property, or its own shares, provided any such distribution is in compliance with the applicable restrictions and other provisions of Florida law.

ARTICLE VII
Corporate Records; Shareholder
Inspection Rights; Financial Information

Section I. Corporate Records.

(A) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation.

(B) The Corporation shall maintain accurate accounting records and a record of its shareholders in a form that permits preparation of a list of the names and addresses of all shareholders in alphabetical order by class of shares showing the number and series of shares held by each.

(C) The Corporation shall keep a copy of: its articles or restated articles of incorporation and all amendments to them currently in effect; its Bylaws or restated Bylaws and all amendments currently in effect; resolutions adopted by the Board of Directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding; the minutes of all shareholders' meetings and records of all actions taken by shareholders without a meeting for the past three years; written communications to all shareholders generally or all shareholders of a class or series within the past three years, including the financial statements furnished for the past three years; a list of names and business street addresses of its current directors and officers; and its most recent annual report delivered to the Department of State.

(D) The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

Section 2. Shareholder Inspection Rights.

(A) A shareholder is entitled to inspect and copy, during regular business hours at the Corporation's principal office, any of the corporate records described in Section 1(C) of this Article if such shareholder gives the Corporation written notice of the demand at least five (5) business days before the date on which he wishes to inspect and copy the records.

(B) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder gives the Corporation written notice of this demand at least five (5) business days before the date on which he wishes to inspect and copy the records, provided (a) the demand is made in good faith and for a proper purpose; (b) the shareholder describes with reasonable particularity the purpose and the records he desires to inspect; and (c) the records are directly connected with his purpose: (i) excerpts from minutes of any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board on behalf of the Corporation, minutes of any meeting of shareholders, and records of any action taken by the shareholders or board of directors without a meeting; (ii) accounting records of the Corporation; (iii) the record of shareholders; and (iv) any other books and records of the Corporation.

(C) This Section 2 does not affect the right of a shareholder to inspect and copy the Corporation's list of shareholders if the shareholder is in litigation with the Corporation to the same extent as any other litigant or the power of a court to compel the production of corporate records for examination.

(D) The Corporation may deny any demand for inspection made pursuant to subsection (B) of this Section 2 if the demand was made for an improper purpose, or if the demanding shareholder has within the two years preceding his demand, sold or offered for sale any list of shareholders of the Corporation or of any other corporation, has aided or abetted any person in procuring any list of shareholders for that purpose, or has improperly used any information secured through any prior examination of the records of this Corporation or any other corporation.

Section 3. Financial Statements for Shareholders.

(A) Unless modified by resolution of the shareholders within 120 days after the close of each fiscal year, the Corporation shall furnish its shareholders with annual financial statements which may be consolidated or combined statements of the Corporation and one or more of its subsidiaries, as appropriate, that include a balance sheet as of the end of the

fiscal year, an income statement for that year, and a statement of cash flows for that year. If financial statements are prepared for the Corporation on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis.

(B) If the annual financial statements are reported upon by a public accountant, his report must accompany them. If not, the statements must be accompanied by a statement of the President, the Treasurer or the person responsible for the Corporation's accounting records stating his reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation and describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year.

(C) The Corporation shall mail the annual financial statements to each shareholder within 120 days after the close of each fiscal year or within such additional time thereafter as is reasonably necessary to enable the Corporation to prepare its financial statements. Thereafter, on written request from a shareholder who was not mailed the statements, the Corporation shall mail him the latest annual financial statements.

Section 4. Other Reports to Shareholders.

(A) If the Corporation indemnifies or advances expenses to any director, officer, employee or agent otherwise than by court order or action by the shareholders or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall report the indemnification or advance in writing to the shareholders with or before the notice of the next annual shareholders' meeting, or prior to the meeting if the indemnification or advance occurs after the giving of the notice but prior to the time the annual meeting is held. This report shall include a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

(B) If the Corporation issues or authorizes the issuance of shares for promises to render services in the future, the Corporation shall report in writing to the shareholders the number of shares authorized or issued, and the consideration received by the Corporation, with or before the notice of the next shareholders' meeting.

ARTICLE VIII Indemnification

Section 1. Right to Indemnification. Each person (including here and hereinafter, the heirs, executors, administrators, or

estate of such person) (1) who is or was a director or officer of the Corporation, (2) who is or was an agent or employee of the Corporation and as to whom the Corporation has agreed to grant such indemnity hereunder, or (3) who is or was serving at the request of the Corporation in the position of a director, officer, trustee, partner, agent, or employee of another corporation, partnership, joint venture, trust or other enterprise and as to whom the Corporation has agreed to grant such indemnity hereunder, shall be indemnified by the Corporation as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision (but, in the case of any future legislation or decision, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to the legislation or decision), against all fines, liabilities, settlements, losses, damages, costs and expenses, including attorneys' fees, asserted against him or incurred by him in his capacity as such director, officer, trustee, partner, agent or employee, or arising out of his status as such director, officer, trustee, partner, agent or employee. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking indemnification may be entitled. The Corporation may maintain insurance, at its expense, to protect itself and any such person against any such fine, liability, cost or expense, including attorney's fees, whether or not the Corporation would have the legal power to indemnify him directly against such liability.

Section 2. Advances. Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Section 1 of this Article in defending a civil or criminal suit, action or proceeding may be paid (and, in the case of directors of the Corporation, shall be paid) by the Corporation in advance of the final disposition thereof upon receipt of an undertaking to repay all amounts advanced if it is ultimately determined that the person is not entitled to be indemnified by the Corporation as authorized by this Article, and upon satisfaction of other conditions established from time to time by the board of directors or required by current or future legislation (but, with respect to future legislation, only to the extent that it provides conditions less burdensome than those previously provided).

Section 3. Savings Clause. If this Article or any portion of it is invalidated on any ground by a court of competent jurisdiction, the Corporation nevertheless indemnifies each director of the Corporation to the fullest extent permitted by all portions of this Article that have not been invalidated and to the fullest extent permitted by law.

ARTICLE IX
Miscellaneous

Section 1. Corporate Seal. The corporate seal of the Corporation shall be circular in form and shall include the name and jurisdiction of incorporation of the Corporation.

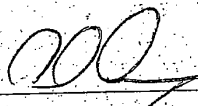
Section 2. Fiscal Year. The fiscal year of the Corporation shall end on December 31 of each calendar year, unless otherwise fixed by resolution of the Board of Directors.

Section 3. Checks. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the President, the Treasurer or such other officer(s) or agent(s) of the Corporation as shall be determined from time to time by resolution of the Board of Directors.

ARTICLE X. AMENDMENT

These Bylaws may be altered, amended or repealed, and new Bylaws adopted, by the Board of Directors or by the shareholders.

I HEREBY CERTIFY that the foregoing Bylaws of StarFleet, Inc. are the Bylaws duly adopted by the Board of Directors of the Corporation by Written Consent dated as of December 30, 1993.



Secretary

FDO/787



Page 4- Section F

Sugar Supply Inc. established in 1964, is a wholesale petroleum distributor with gross annual revenues currently in excess of \$40 million. Starfleet, Inc. was established in 1994 as an affiliate in order to bunker and deliver fuel for Sugar Supply and other companies. The corporate office and bulk storage facility is located in Belle Glade, Florida. A second facility was acquired in Winter Haven, Florida in 2003. Starfleet Inc. is a 100% minority owned business and is drug Free workplace. This company operates 14 tractor trucks, 15 transport trailers, 9 tank wagons and 2 box trucks. Each driver is cellular equipped and each unit carries a spill response kit for initial containment until a clean up contractor responder can arrive. Starfleet, Inc. also does bunker in the Port of Miami, Port of Palm Beach, Port of Tampa and the Miami River. An updated clean up contractor agreement is maintain with Cliff Berry Inc. for emergency spill response. Since its inception, Sugar Supply Inc has been a large supplier of the agricultural industries in Western Palm Beach County. We also service customers in Construction, Shipping and Waste Management Industry.

Page 8- Section N *(Attached)*

Page 8- Section O *(Attached)*

Page 8- Section P.1 & P.3 *(Attached)*

Page 9 – Section Q.4

Starfleet Inc. takes the commitment to the environmental protection, and maintenance as well as the environmental enhancement of Port Everglades by strictly complying with all environmental rules and regulations dictated by the Port Authorities as well as any County, State and Federal Regulation.

Page 9 – Section R

Starfleet Inc. will continue promoting and developing growth of the Port Everglades by providing reliable and timing fueling services to the vessels that come to Port Everglades

Section G



KEY PERSONNEL

January 30, 2020

Carlos M Arruza – President – He is a full-time hand-on manager overseeing the staff in all operations and financial aspects of the day-to-day business since its inception in 1993.

Robert Warnick – Chief Financial Officer – Robert’s primary responsibility is to oversee all financial matters of the company. He is a CPA with over 20 years distribution experience.

Jorge Lavandero – Compliance Officer – Jorge’s role is to establish and maintain compliance with all State and Federal regulations related to Hazardous Materials, Security, Safety, Pollution, Transportation, and Insurance. He conducts routine plant, vehicle inspections, and training/testing of drivers. He has been an employee of SSI Petroleum since 2006 and has an extensive background in the fields of safety and operations.

Alex Arruza – GM/Operations – Alex is the over the day to day operations of SSI and Inventory for the entire company. He has a number of year experience in the petroleum industry.

Roberto Gama – Dispatcher – Roberto manages the driving staff and scheduling of deliveries. He has been an employee of Starfleet since January 2016. He has extensive petroleum industry knowledge as well as the delivery territory for South Florida.



CREDIT REFERENCES

January 30, 2020

Seaside National Bank
Omar C Tirado
1800 N Military Trail, Suite 100
Boca Raton, FL 33431
561-226-4125

Bank
Account Manager

Leader DOT
Chris Post
1882 SW Effland
Port Saint Lucie, FL 34953
954-444-8154

Truck Repair
Owner

Robbie Tire Company
James Monroe
28919 US Highway 27
Dundee, FL 33838
863-439-8473

Truck Tires & Repairs
A/R

Palm Truck Centers
JD Cauthen
2441 South State Road 7
Fort Lauderdale, FL 33317
954-584-3200

Truck Sales
Finance Sale Manager



IRREVOCABLE LETTER OF CREDIT NO. 60000001945-1

DATE OF ISSUE: April 25, 2009
EXPIRATION DATE: April 25, 2010
ISSUING BANK'S NO.: 60000001945-1

BENEFICIARY:

Broward County, Board of County Commissioners
Port Director, Broward County's Port Everglades Department
c/o Director of Business Administration
1850 Eller Drive
Fort Lauderdale, FL 33316

APPLICANT:

Starfleet, Inc
1281 S Main Street
Belle Garden, FL 33430

RECEIVED
2009 JUL 28 PM 3 23
PORT EVERGLADES DEPT.
BUSINESS ADMIN.

We hereby establish our irrevocable Standby Letter of Credit No. 60000001945-1, in favor of Broward County and for account of Starfleet, Inc., available by Broward County's drafts drawn on us payable at sight up to an aggregate amount of U.S. Twenty Thousand & 00/100 Dollars (\$20,000.00) when accompanied by this Letter of Credit and the following documents:

1. Draft drawn on us at sight
2. A signed statement from the Port Director of Broward County, that the amount of the drawing represents amounts due and unpaid to BROWARD COUNTY arising from:
 - (a) failure of Applicant 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 Applicant, 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 Applicant, its principals, agents, servants or Employees; or, otherwise); or
 - (b) costs, expenses, losses, damages or injury sustained by BROWARD COUNTY from non-compliance by Applicant, its principals, agents, servants or employees with applicable laws, ordinances, rules and regulations of the federal, state and local governmental units or agencies





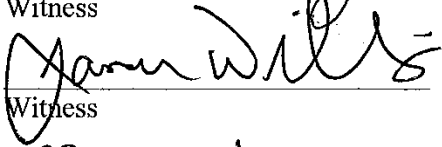
- (including but not limited to the terms and provisions of the BROWARD COUNTY Code of Ordinances, Administrative Code, and all procedures and policies of the Port Everglades Department), as amended from time to time; or
- (c) costs, expenses, losses, damages or injury sustained by BROWARD COUNTY from any act, omission, negligence or misconduct of Applicant, its principals, agents, servants or employees in Port Everglades (whether causing injury to persons or otherwise).

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Broward County Board of County Commissioners, through the Port Director of Broward County's Port Everglades Department at the above stated address, with written notice of our intent to terminate the credit herein extended, which notice must be provided at least ninety (90) calendar days prior to the expiration date of the original term hereof or any renewed one (1) year term.

Any draft drawn under this Letter of Credit shall bear the clause: "Drawn under Seaside National Bank & Trust, Irrevocable Standby Letter of Credit No. 60000001945-1 dated April 25, 2009". The original Letter of Credit must accompany any drawing, and the date and the amount of each drawing must be endorsed on the reverse side of this Letter of Credit by the negotiating bank, if any.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits", International Chamber of Commerce Publication Number 500, 1993 Revision, (effective January 1, 1994), and to the provisions of Florida Law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida Law should arise, Florida law shall prevail.

By: 
 Roland Valdivieso
Roland Valdivieso
 Print Name
Client Advisor
 Title


 Witness

 Witness
23rd day of July, 2009



ORIGINAL RECEIVED BY

[Signature]
07.28.09
DATE

IRREVOCABLE LETTER OF CREDIT

Borrower: Starfleet, Inc.
1281 South Main Street
Belle Glade, FL 33430

Lender: Seaside National Bank & Trust
Main Office Branch
201 S Orange Ave Suite 1350
Orlando, FL 32801
(407) 667-2200

Beneficiary:
Broward County, Board of County Commissioners
Broward County's Port Everglade Department
Attn: Director of Business Administration
1860 Eller Drive
Fort Lauderdale, FL 33316

AND

Director of the Port Everglades Department
1860 Eller Drive
Fort Lauderdale, FL 33316

NUMBER: 6000001945-1

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 04-25-2010 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Twenty Thousand & 00/100 Dollars (\$20,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

- 1.) A signed statement from the Port Director of Broward County that the amount of the drawing represents amounts due and unpaid to Broward County arising from:
 - a. Failure of Applicant 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 applicant, 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 applicant, its principals, agents, servants or employees, or otherwise); OR
 - b. Costs, Expenses, Losses, Damages, or Injury sustained by Broward County from Non-Compliance by applicant, 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
 - c. Costs, Expenses Losses, Damages or Injury sustained by Broward County from any act, omission, negligence or misconduct of applicant, its principals, agents, servants or employees in Port Everglades (whether causing injury to persons or otherwise).

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Seaside National Bank & Trust IRREVOCABLE LETTER OF CREDIT NO. 6000001945-1 DATED 04-25-2009," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2008 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Florida.


EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: April 25, 2009

AUTOMATIC RENEWAL. It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from its present or each future expiration date unless ninety (90) days prior to any expiration date, we send notice to you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

LENDER:

SEASIDE NATIONAL BANK & TRUST

By: 
Roland Valdovinos, Client Advisor

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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April 21, 2009

Broward County's Port Everglades Department
Attn: Director of the Port Everglades Department
1850 Eller Drive
Fort Lauderdale, FL 33316

Re: Starfleet, Inc.

Director of the Port Everglades Department:

Please see enclosed original Irrevocable Letter of Credit # 60000001945-1 issued for Starfleet, Inc. Please do not hesitate to contact our office with any questions or concerns.

Best regards,



Roland Valdivieso
Client Advisor
Seaside National Bank and Trust
1800 N. Military Trail
Ste 100
Boca Raton, FL 33431
P: 561.226.4129
C: 561.707.5927
F: 561.226.4119
rvaldivieso@seasidebank.com

4.24.09
Mary
Original
cc file

RECEIVED
APR 22 2009
Port Directors Office

To: BT
Does this LOC
meet the other
format?
msm
4/24

RECEIVED
2009 APR 24 AM 11:31
PORT EVERGLADES DEPT
FINANCIAL DIVISION

StarFleet Inc. Equipment List

StarFleet Inc. Equipment List					
					TRACTORS
1	2018	Peterbilt Tractor, Model #579	1XPBDP9X6JD495111	GDF92	18-134
2	2018	Peterbilt Tractor, Model #579	1XPBDP9X8JD495112	IUJW90	18-135
3	2017	Peterbilt Tractor, Model #579	1XPBDP9XXHD392090	DMSZ21	17-129
4	2017	Peterbilt Tractor, Model #579	1XPBDP9X1HD392088	Y14FSL	17-131
5	2017	Peterbilt Tractor, Model #579	1XPBDP9X3HD392089	GKKP86	17-132
6	2017	Peterbilt Tractor, Model #579	1XPBDP9X1HD392091	GKKP84	17-130
7	2015	Peterbilt Tractor, Model #389	1XPXDP9X4FD262566	791RAF	15-125
8	2015	Peterbilt Tractor, Model #389	1XPXDP9X0FD262564	GDF91	15-123
9	2015	Peterbilt Tractor, Model #389	1XPXDP9X2FD262565	789RAF	15-124
10	2015	Peterbilt Tractor, Model #389	1XPXDP9X6FD262567	HSPG28	15-126
11	2006	Peterbilt Tractor, Model 385	1XPGDU9X16D895069	GDF90	06-117
					TRAILERS
1	1990	Heil Trailer	1HLA3A7BOL7H55109	0650CH	90-215
2	1992	Fruehauf Trailer	1H4TO4327NL015505	8366CF	92-208
3	1992	Fruehauf Trailer	1H4TO4324NL015705	C8284X	92-210
4	2001	Fruehauf Trailer	4J8T0432X1T003903	0649CH	01-216
5	2003	LBT Trailer	4J8T042273T006102	4704CX	03-218
6	1998	Fruehauf Trailer	4J8T04229XT005605	2996CH	98-213
7	2003	Fruehauf Trailer	4JBT042253T006101	6583CX	03-217
8	2006	LBT Trailer	4J8T042236T004609	6582CX	06-220
9	2006	LBT Trailer	4J8T042226T008103	C9346W	06-221
10	1984	Great Dane Trailer	1HLA2A78107H52451	8528CA	84-207
11	2005	Polar Trailer	1PMA2432965004686	2822CP	05-224
12	2005	Polar Trailer	1PMA2432455004349	2820CP	05-225
13	1999	Heil Trailer	5HTAB4325X7H62985	2821CP	99-226
14	1999	Heil Trailer	5HTAB4324X7H62329	2819CP	99-227
15	2007	Heil Trailer	5HTAB442777H72464	7304CR	07-228
16	1999	Heil Trailer	5HTAB4320X7H62330	7319CR	99-229
17	1999	Heil Trailer	5HTAB4322X7H62328	7320CR	99-230
18	2016	Heil Trailer	5HTAB4229H7082037	7352CR	16-231
19	2016	Heil Trailer	5HTAB4229H7082038	7353CR	16-232
20	1984	Great Dane Trailer	1HLA2A78107H52451	8528CA	84-207
21	1990	Heil Trailer	1HLA3A7B8M7H55425	CPI2848	90-234
					TANK WAGON
1	2017	Peterbilt Tractor, Model #567	1NPCLK0X7HD391917	P6169B	17-339
2	2017	Peterbilt Tractor, Model #567	1NPCLK0X9HD391918	N5853U	17-340
3	2017	Peterbilt Tractor, Model #567	1NPCLK0X0HD391919	N5000Y	17-341
4	2005	Peterbilt Tank Wagon	1NPGLO9X16N883004	P6151B	06-322
5	2009	Peterbilt Tank Wagon	2NPRLN9X29M784847	P3479A	09-331
6	2017	Peterbilt Tractor, Model #567	1NPCLK0X0HD391919	N5000Y	17-341
7	2020	Peterbilt Tractor, Model #567	1NPCLK0X3LD715583	N2432V	20-349
8	2020	Peterbilt Tractor, Model #567	1NPCLK0X5LD715584	P3475A	20-350
9	2020	FreightlinerM2-106	1FVACXFE8LHMC7746	P1925C	20-351
10	2018	Kenworth Tank Wagon	2NKHLJ0XXJM219905	P9099A	18-348
11	2004	International Tank Wagon	1HTMMAAN64H656073	Z35FUF	04-342
12	2016	Peterbilt 29' Box Truck	2NP3LJ9X2GM325491	N1764X	16-337
13	2018	Kenworth / Box Truck T370	2NKHLJ0X1JM219906	N4409X	18-346
14	2015	Ford F350 Supercrew 4X4 SRW	1FT8W3BT7FEA79978	IHC06	15-433

STARFLEET, INC.

VEHICLE SAFETY PROGRAM

STARFLEET, INC.

VEHICLE SAFETY PROGRAM

Table of Contents

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2. Driver Selection & Hiring
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6. Vehicle Maintenance
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8. Personal Use of Company Vehicles & Use of Personal Vehicles for Business Purposes
9. Cell Phone Use
10. Defensive Driving

STARFLEET, INC.

Fleet Safety Policy Statement

The purpose of this Policy is to ensure the safety of those individuals who drive company vehicles. Vehicle accidents are costly to our company, but more importantly, they may result in injury to you or others. It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. As such, Starfleet, Inc. endorses all applicable state motor vehicle regulations relating to driver responsibility. Starfleet, Inc. expects each driver to drive in a safe and courteous manner pursuant to the following safety rules. The attitude you take when behind the wheel is the single most important factor in driving safely.

Carlos Arruza, President

All occupants of our vehicles must wear seatbelts at all times.

STARFLEET, INC.

ACKNOWLEDGEMENT FORM

I acknowledge that the information contained in the Starfleet, Inc. Vehicle Fleet Safety Policy along with the Corporate Safety Manual and Drug and Alcohol Policy has been reviewed with me and a copy of the policy and driver rules have been furnished to me. As a driver of a company vehicle, I understand that it is my responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. I understand failure to comply with the policies and guidelines noted above may result in disciplinary action against me up to and including dismissal. Finally, should the status of my driver's license change for any reason, I must notify management immediately.

PRINT - EMPLOYEE'S NAME

EMPLOYEE'S SIGNATURE

DATE

REVIEWER'S SIGNATURE

DATE

(Sign and retain the original copy in the employee's file)

◆ STARFLEET, INC. ◆ CORPORATE SAFETY PROGRAM ◆

STARFLEET, INC.

CORPORATE DRUG & ALCOHOL POLICY

◆ STARFLEET, INC. ◆ CORPORATE SAFETY PROGRAM ◆

STARFLEET, INC.

CORPORATE DRUG & ALCOHOL POLICY

The corporation of STARFLEET, INC. (Starfleet) is covered by the following program.

It is the desire of the management of Starfleet that all of our employees are free from the influence of drugs or alcohol to ensure that we produce a higher quality and more competitive product. To that end, we seek to maintain a drug-free workplace in all our facilities and remote jobsites.

The following policy will identify the types of testing to be used on current employees and job applicants; what drugs are to be tested for, the consequences of a positive drug test result, and the options available to both the employee and Starfleet before and after drug testing.

◆ STARFLEET, INC. ◆ CORPORATE SAFETY PROGRAM ◆

STARFLEET, INC.
CORPORATE DRUG & ALCOHOL POLICY

This policy shall serve as notice to all current employees and potential applicants that Starfleet, Inc. desires that all of our facilities and remote jobsites are Drug-Free Workplaces.

In keeping with the requirements of Florida Statute 440.102 you are hereby notified that as a condition of your employment with this firm you are subject to drug testing to determine the presence drugs listed in Rule 38F-9.007 and/or a blood alcohol level in excess of .05.

The work performed by Starfleet employees is complex and requires constant decision making.

Alcohol and other controlled substances can seriously effect the following skills:

- Judgment
- Perception
- Reaction Time
- Alertness
- Concentration
- Coordination

There are many signs and symptoms which indicate an alcohol or controlled substance dependency problem; among them are:

- ⇒ Increased drinking and periods of intoxication
- ⇒ Developing a tolerance for the drug or alcohol
- ⇒ Secret or solitary drinking
- ⇒ Hiding drug use from others
- ⇒ Personality deterioration,
- ⇒ Persistent family or work problems
- ⇒ Tremors of the hands
- ⇒ Noticeable weight change
- ⇒ Mood swings and blaming others for problems

Obviously, individuals who are under the influence of alcohol or controlled substances are not mentally or physically capable of working safely. The Starfleet policy is intended to outline the measures Starfleet will take to prevent these individuals from working while under the influence.

As a condition of employment with Starfleet all employees who are selected for testing are required to immediately submit for testing when selected or informed to do so. Failure to report for testing when notified, or failure to make oneself available for testing within prescribed time period following an accident is cause for immediate dismissal (with cause).

If a employee tests **positive** for alcohol misuse (BAC above .04 during working hours), or use of controlled substances, the following rules will apply:

- ⇒ The employee will be immediately removed from duty and terminated (with cause).

◆ STARFLEET, INC. ◆ CORPORATE SAFETY PROGRAM ◆

TYPES OF TESTING TO BE PERFORMED:

With existing employees MS will use the type of testing known as Reasonable Suspicion Testing. It will be used if a supervisor believes an employee is using (or has used) drugs or alcohol in violation of our company policy as determined by facts or reasonable inferences which are specific, objective and articulable.

In some instances, and for certain projects, we will apply the Routine Fitness For Duty Testing standard which is required by a General Contractor prior to our employees being permitted on a specific jobsite. In these instances, all employees working on that project will be subject to a drug-test.

All testing will be performed by an outside agency.

- ✓ Alcohol testing will be performed using an evidential breath testing (EBT) device.
- ✓ Controlled substance testing will be conducted by an analysis of urine specimens.

At Starfleet 's sole option, if an individual tests positive or admits to a drug or alcohol dependency problem and successfully enters and completes a drug rehabilitation program, they may be subject to rehire. If they are rehired, the individual must submit to a Follow-up test upon completion of the program, and on a quarterly, semi-annual basis for up to tow (2) years thereafter.

◆ STARFLEET, INC. ◆ CORPORATE SAFETY PROGRAM ◆

CONTROLLED SUBSTANCES WHICH ARE PROHIBITED

The presence of any of the following controlled substances, in an individual's urine specimen, constitutes use of the controlled substance and is therefore a violation of our company policy:

Alcohol	☒
Amphetamines	☒
Cannabinoids	☒
Cocaine	☒
Phencyclidine	☒
Methaqualone	☒
Opiates	☒
Barbiturates	☒
Benzodiazepines	☒
Synthetic Narcotics:	
Methadone	☒
Propoxyphene	☒

(Rule 38F-9.007)

NOTE:
There are a number of prescription and over-the-counter drugs which can affect testing.
Employees who are using legal drugs may confidentially inform MS before or after testing.

◆ STARFLEET, INC. ◆ CORPORATE SAFETY PROGRAM ◆

TESTING PROCEDURES

PROCEDURES FOR COLLECTING URINE SAMPLES:

- 1) The employee provides urine sample in a location that affords privacy.
- 2) The 'collector' seals and labels the specimen, completes a chain of custody document, and prepares the specimen and paperwork for shipment to a drug testing laboratory.
- 3) Each urine specimen is divided into two bottles labeled as "primary" and "split" specimen.
- 4) Only the primary specimen is opened and used for urinalysis. The split specimen bottle remains sealed and is stored at the laboratory.
- 5) The testing is a two-stage process. First a screening test is performed. If it is positive for one or more of the drugs, then a confirmation test is performed for each identified drug using state-of-the-art Gas Chromatography/mass spectrometry (GC/MS) analysis.
- 6) If the primary specimen confirms the presence of illegal, controlled substances, the employee has 72 hours to request the split specimen be sent to another DHHS certified laboratory for analysis.

Notes: The GC/MS confirmation procedure ensures that over-the-counter medications or prescriptions are not reported as positive results. This split specimen procedure essentially provides the employee with an opportunity for a second opinion.

RESULTS OF TESTING:

All drug test results will be strictly confidential. They will not be disclosed in public or private proceedings. They can however be disclosed in a Worker's Comp hearing to determine compensability. Results may be released upon written request of the individual tested.

◆ STARFLEET, INC. ◆ CORPORATE SAFETY PROGRAM ◆

**CONSEQUENCES OF A POSITIVE TEST
FOR CONTROLLED SUBSTANCES**

All drug tests are reviewed and interpreted by a physician (Medical Review Officer (MRO)) **before** they are reported to Starfleet.

If the laboratory reports a positive test to the MRO, the MRO will contact the employee to see if there is a medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug, the drug test will be reported to Starfleet as 'negative'.

However, if a employee's urine specimen tests 'positive', and there is no such acceptable explanation, the following rules will apply:

⇒ The employee will be immediately removed from duty AND TERMINATED.

Upon 'Termination' the employee will be given a list of Employee Assistance Providers where he can obtain help in resolving his substance abuse problem.

In the event that an individual tests positive, or refuses to be tested, Starfleet shall have the right to exercise any of the following options:

- ⇒ Starfleet may refuse to hire the applicant
- ⇒ Starfleet may discipline the employee
- ⇒ Starfleet may insist on participation in an Employee Assistance Program (E.A.P.)
- ⇒ Starfleet may terminate the employee.

The law further states that if an employee is injured and found to have .05% B.A.L. or a positive drug confirmation test, the employee may be disciplined or terminated and shall forfeit his eligibility for worker's compensation benefits.

If the employee refuses to submit to a drug test they may be disciplined or terminated and shall forfeit their eligibility for worker's compensation benefits.

If an employee wishes to contest or explain a positive test result - this challenge must be submitted within 5 working days. If the explanation is unsatisfactory Starfleet will provide a written statement to the employee within 15 days describing why the explanation is unsatisfactory. A copy of the positive result will be included. All documents will be confidential.

The employee has the right to contact the testing lab for any technical information they may need; however, they have the responsibility to notify the test lab of a legal challenge.



Page 8, Section P.3

Attached company's SOP, SRI, loading offloading procedures, fatigue policy, DOT Hours of service. Our drivers also receive the following training once hired.

- Haz-Mat Transportation (DOT Req.)
- Haz-Communication GHS (Osha Req.)
- Security Awareness (DOT Req.)

Page 8, Section P.4

We provide monthly safety meetings where we discuss multiple safety topics with our drivers.

JORGE LAVANDERO, *Safety & Compliance Officer*



Direct: 561.518.0021 | Cell: 561.876.2408
jlavandero@ssipetro.com | www.ssipetro.com

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STANDARD OPERATIONAL PROCEDURES FOR STARFLEET DRIVERS

- 1 - Read the delivery ticket carefully and confirm with your dispatcher the type and the amount of product (s) to load.
- 2 - Once drivers arrive at the customer site, they will contact the customer before and after the delivery is complete. Driver will request the customer to sign and write his or her name on the delivery ticket.
- 3 - Drivers must leave their cellular phones inside trucks' cabins when loading and off-loading at any customer site, including all SSI Petroleum facilities
- 4 - Drivers will not allow customers or any other individual including none authorized company employees to climb inside truck's cabin nor to step on truck's side footsteps. Report to your dispatcher if a discrepancy and please be polite when stressing your request for that matter.
- 5 - Drivers will comply at all times with customer site's safety requirements including OSHA or MSHA requirements. Always wear the following Personal Protection Equipment (PPE) when working at all SSI Petroleum and customers' facilities.
a - Hard hat, **b** - Rubber grip gloves, **c** - Safety vest, **d** - Safety glasses, **e** - Steel toe protection and oil resistant rubber soles shoes.
- 6 - Drivers will use company uniforms and will label (Cintas service request orange tag) garments that need to be repaired or replaced. Drivers will report to their supervisor if their request have not been completed in timely manner or around two weeks from your request.
- 7 - Drivers will inspect customer's tank and its surroundings before delivery and will verify that clock gauge, automatic shut- off system, tank's ladder or any other safety devices is working properly. Driver will stick tank as needed and will confirm with dispatcher that product being delivered will fit into the tank.
- 8 - Drivers will verify tank is properly labeled (Example: Off Road, on road, gas or lubricant oil)
- 9 - Drivers will not climb on tanks *that are not safe*
- 10 - Drivers will use all necessary fittings and safety devices to avoid spills, leaks or seeps from fuel- oil delivery hoses or its connections and will request to their dispatchers - supervisors for safety devices like nylon cable ties, plastic locking devices, velcro straps or any tool that would help them to carry a safe transfer.
- 11 - Drivers will use safety cones to mark-protect the delivery hose or hoses.
- 12 - During loading - offloading operations all StarFleet drivers must stay outside the truck's cabin at all times. Drivers must be attentive and ready to shut-off truck's safety valve and pto if required. Drivers will complete delivery paper work after the transfer has been completed and pto is off. Same procedure will apply for gravity drops.
- 13 - In case of spill, will notify customer and your company's supervisor-dispatcher immediately. Follow Spill Response Instruction (SRI) accordingly
- 14 - If you have ANY concern or discrepancy that would put at risk your operation, do not hesitate to report it to your dispatcher immediately.

If you have any questions or suggestions regarding these procedures, please contact your direct supervisor

Other contact information:

Central Florida dispatcher@ Winter Haven : Brian Prevatte (863 651 1275)
Dispatch Administrator: Jacqui Costello (561) 657 2041 (jcostello@ssipetro.com)
Belle Glade bulk plant supervisor / dispatcher : Roberto Gama (561 755 3229 / 561 718 2092)
Human Resources Manager Diane Young (863 508 0637)
Compliance : Jorge Lavandero (561 876 2408)

SSI PETROLEUM
Operations Dep

Ref date: 05 / 2012 - Rev : 12 / 17 - 08 / 21/19

Driver _____ Date _____



SPILL RESPONSE INSTRUCTIONS (SRI)

1. When encountering a fuel or oil spill, drivers must proceed as follow
2. Shut-off truck's safety valve and its PTO.
3. Immediately contain the spill from spreading by using booms, absorbent pads or granular sorbents as needed. Dispose of them around drainages or sewers if any nearby spill area.
4. Notify customer about the incident.
5. Call your direct supervisor- dispatcher to evaluate the need for additional assistance and if required to notify company clean –up contractor (Cliff Berry @ 800 899 7745
6. Call company compliance officer @ 561 876 2408
7. Once the spill is under control, take pictures of the spilled area and its surroundings and complete a spill report to submit it to your supervisor at the end of your route once back to your facility.
8. Notify your supervisor and gets his approval before leaving the customer site.
9. Once back to your facility, contact your supervisor to properly dispose of any contaminated material previously used for cleaning the spill.
10. Request your supervisor to replace any spill control material on your truck used to clean the spill.

If spill occurs while bunkering a vessel, always refer to your U.S.C.G. Operations Manual & Response Plan located in your truck's binder

MEMO

TO ALL STARFLEET DRIVERS

WHEN DELIVERING PRODUCTS TO CUSTOMERS, ALWAYS FOLLOW THESE GUIDELINES:

DO NOT DELIVER PRODUCTS INTO UNLABELED TANKS EVEN IF CUSTOMER REQUESTS YOU TO DO IT. CALL YOUR DISPATCHER IMMEDIATELY BEFORE DELIVERING THE PRODUCT.

- 1- WRITE ON THE TICKET "UNLABELED TANK" UNDERNEATH THE ITEM TO BE DISPENSED INTO THE UNLABELED TANK. IF POSSIBLE, OBTAIN INITIALS FROM CUSTOMER NEXT TO THESE WORDS BEFORE DISPENSING.
- 2- ALWAYS REPORT TO YOUR DISPATCHER AND CUSTOMER ANY UNLABELED TANK
- 3- REQUEST MISSING LABEL(S) FROM YOUR SUPERVISOR SO TANK WILL BE LABELED ON NEXT DELIVERY.
- 4- CAREFULLY CHECK THE DELIVERY ADDRESS ON YOUR DELIVERY TICKET (SOME CUSTOMERS HAVE SEVERAL LOCATIONS)
- 5- CAREFULLY MATCH THE PRODUCT DESCRIPTIONS WITH LOADING INFORMATION AND TANK LABEL INFORMATION AND CALL DISPATCHER FOR INSTRUCTIONS IF THERE APPEARS TO BE ANY DISCREPANCY.
- 6- OBSERVE SURROUNDINGS AND REPORT TO DISPATCHER ANY INCONSISTENCIES SUCH AS CLEAR DIESEL BEING DELIVERED TO AN AGRICULTURAL FIELD STATION OR DYED DIESEL BEING DELIVERED TO AN ON ROAD TRUCK YARD BEFORE DISPENSING, AND VERIFY PRODUCT BEING DELIVERED. DO NOT CONFUSE OR MIX DIFFERENT BLENDS.
- 7- ALWAYS LOOK FOR THE PERSON IN CHARGE OF RECEIVING THE PRODUCT PRIOR TO DISPENSING IT.
- 8- MAKE SURE CUSTOMER NOT ONLY SIGNS BUT PRINTS HIS/HER FIRST AND LAST NAME ON THE DELIVERY TICKET.

DRIVERS MUST STRICTLY FOLLOW ABOVE PROCEDURES TO AVOID COSTLY MISTAKES. IF YOU DO NOT COMPLY WITH ABOVE REQUIREMENTS, YOU WILL BE ECONOMICALLY RESPONSIBLE FOR THE MISTAKES

I have read and agree to the above policy and procedure:

Printed Name _____

Signature _____ Date: _____



To : StarFleet employees
From : Operations Dep.
Date : Sep. 2014
Subject: **Loading /offloading bulk products in designated areas as well as
inside containment areas at all SSI Petroleum facilities**

The following procedures must be accomplished by all StarFleet employees when loading / offloading bulk products inside containment areas and any other designated area

When dropping fuel products into underground tanks (UST -BGBP) as well as to Above Ground Tanks (AST - all SSI facilities)

- Always verify with your dispatcher to which tank the product is going to be delivered
- Always verify that delivery hoses are properly connected
- Request dispatcher for key to open padlocks on fill ports (UST - BGBP)
- Use vapor recovery valve when dropping gasoline (UST -BGBP)
- Do not leave product inside UST drop vents' spill buckets (UST- BGBP)
- Lock UST drop vent once product is delivered and confirm with your dispatcher (UST -BGBP)
- In the event of spill, use absorbent pads or granulated absorbent as needed. A spill kit is located at fuel rack. Always report it to your dispatcher or supervisor
- Do not leave area while doing a transfer. In the event of an emergency (Ex: restroom) stop transfer. Once back, resume transferring product.
- Dispose used absorbent pads inside designated container
- Do not perform any fuel transfer outside containment area
- Always use required Personal Protection Equipment (PPE) while working at SSI Petroleum facilities : hard hats, rubber grip gloves, safety vests, safety glasses, Steel toe protection and oil resistant rubber soles shoes

When loading fuel products at fuel rack (BGBP, WHBP, JXBP)

- Always verify delivery hoses are properly connected
- Always use your hard hat, safety glasses & safety vests.
- Always use safety harness when climbing on top of tanker
- Never walk outside designated transit area on top of tanker
- Do not load more than one product at once.
- Do not leave area while loading or offloading. In the event of an emergency (Ex: restroom) stop transferring product. Once back, resume transferring product.
- In the event of a spill, report it immediately to your supervisor
- Dispose used absorbent pads inside designated container
- Do not perform any fuel transfer outside containment area
- Always use required Personal Protection Equipment (PPE) while working at SSI Petroleum facilities : hard hats, rubber grip gloves, safety vests, safety glasses, Steel toe protection and oil resistant rubber soles shoes

If you have any doubt or question regarding above procedures, please do not hesitate to ask your supervisor as soon as possible.



FATIGUE POLICY FOR STARFLEET DRIVERS

STARFLEET DRIVERS REPORTING TO WORK MUST UNDERSTAND THE FOLLOWING:

POOR DRIVING PERFORMANCE AND A HIGH ACCIDENT RISK CAN BE RELATED TO SOMETHING THAT MAY HAVE LITTLE TO DO WITH WORK: *FATIGUE*

SLEEP DEPRIVATION CAN RESULT IN FATIGUE AND IT CAN BE EXTREMELY DANGEROUS. THOSE WHO HAVE TROUBLE GETTING ENOUGH SLEEP REPORT A GREATER DIFFICULTY CONCENTRATING AN ACCORDING TO THE NATIONAL HIGHWAY TRANSPORTATION SAFETY ADMINISTRATION (NHTSA) ESTIMATES THAT 100,000 CAR CRASHES EACH YEAR ARE CAUSED BY DROWSY DRIVERS RESULTING IN AT LEAST 1,550 DEATHS AND 40,000 INJURIES. INSUFFICIENT SLEEP (IS) CAN LEAD TO EXCESSIVE SLEEPINESS, NEGATIVE MOOD CHANGES, REDUCED PERFORMANCE AND AN INCREASED ACCIDENT RISK. (IS) MAY BE RELATED TO SLEEP APNEA WHICH IS A BREATHING DISORDER CHARACTERIZED BY BRIEF PAUSES OF BREATHING DURING SLEEP. SNORING MAY BE A SIGN OF SLEEP APNEA.

SHORT SLEEP DURATION AND INSOMNIA CAN BE TREATABLE AND SHOULD BE DISCUSSED WITH A DOCTOR. SYMPTOMS OF INSOMNIA CAN INCLUDE DIFFICULTY FALLING ASLEEP, FRECUENT AWAKENINGS DURING THE NIGHT, WAKING TO EARLY AND BEING UNABLE TO GO BACK TO SLEEP OR FEELING TIRED OR SLEEPY AFTER WAKING UP. HERE ARE SOME SUGGESTIONS FROM SLEEP EXPERTS:

- . KEEP A REGULAR SLEEP SCHEDULE
- . CREATE A SLEEP-FRIENDLY ENVIRONMENT: Read, listen to music or soak in a hot tub) Limit eating and drinking (avoid caffeine, nicotine and alcohol) before bedtime
- . EXERCISE REGULARLY

CHECK WITH A DOCTOR ABOUT OTHER WAYS TO IMPROVE YOUR SLEEP HABITS.

DRIVERS MUST RECOGNIZE THESE WARNING SIGNS OF DROWSY DRIVING:

- . You can't stop yawning.
- . You have trouble keeping your eyes open and focused, especially at stoplights
- . Your driving becomes sloppy (wave between lanes, tailgate, miss traffic signals, or hit the grooves or rumble strips on the side of the road)

NHTSA SAYS THE FOLLOWING *WILL NOT KEEP YOU AWAKE* WHILE DRIVING:

- . Turning up the volume of the radio
- . Singing loudly
- . Chewing gum or eating food
- . Getting out the car and running around
- . Slapping yourself
- . Sticking your head out the window

**IF YOU SUFFER FROM ANY TYPE OF SLEEP DEPRIVATION, SEE A DOCTOR.
A PHYSICIAN OR A SLEEP SPECIALIST CAN PRESCRIBE A TREATMENT THAT IS RIGHT FOR YOU**

ANY TIME YOU RECOGNIZE ANY OF THE ABOVE WARNING SIGNS, PULL OVER OFF THE ROAD TO A SAFE PLACE AND CONTACT YOUR DISPATCHER IMMEDIATELY. AGAIN, DO NOT DRIVE UNDER ANY CIRCUMSTANCES IF YOU FEEL AS FALLING TO SLEEP. BE SAFE.

OPERATIONS DEP
SSI PETROLEUM

02/27/12

Driver's name: _____

Date : _____



VEHICLE USE POLICY



This policy applies to:

- Vehicles owned, leased or rented by the Company (SSI Lubricants, LLC, Starfleet Inc, and Affiliates)
- Personally owned or leased vehicles driven by employees on behalf of The Company

The following policy has been established to encourage safe operation of vehicles, and clarify insurance issues relating to drivers and StarFleet

- All drivers must adhere to safety policies including vehicle use and cell phone/hand held device use policies.
- All drivers must have a valid driver's license.
- Motor Vehicle Records will be checked periodically. Driving privileges may be suspended or terminated if your record indicates an unacceptable number of accidents or violations. Should your record fall into our insurance carriers guidelines of an, 'unacceptable driver', your employment may be terminated. Your supervisor must be notified of any change in your license status or driving record.

When operating your own vehicle for Company business:

- Your Personal Auto Liability insurance is Primary payer.
- You must carry at least \$500,000 per occurrence liability coverage. Evidence of insurance coverage is to be provided to the Company each year, by either a copy of your policy's Declaration page or a Certificate of Insurance.
- The Company is not responsible for the Physical Damage to your vehicle.
- You must carry your own Collision and Comprehensive coverage.
- Report mileage for expense reimbursement.

If in an accident:

- Take necessary steps to protect the lives of yourself and others.
- Comply with Police instructions.
- Do not assume or admit fault. Others will determine liability and negligence after thorough investigation.
- Report the accident to Jorge Lavandero as soon as possible.
- Take photographs of the drivers licenses and vehicle tags of all involved parties, in addition to photographs of the damage to vehicles, of all drivers and passengers, the location, and other physical evidence.
- Any expenses incurred by the Company as a direct result of an incident which occurred during the personal use of a company vehicle shall be payable to the company by the employee. This includes but is not limited to the insurance deductible (\$1,000) per an accident or other insurable incident.
- Outside sales personal will be responsible for obtaining temporary transportation for the performance of their duties and will be reimbursed for mileage at a rate of \$.25 per mile which excludes the cost of ownership or rental. The reimbursement rate applies to operational cost such as fuel, oil and tires only.

By signing this document you have read and understood the above and will comply with this policy.

Employee's Signature

Date

CELL PHONE POLICY FOR CDL OPERATORS

The Department of Transportation has issued a new rule effective January 3, 2012 regarding cell phone usage by CDL operators. The new rule prohibits the use of hand held cell phones and imposes significant penalties on drivers and employers. A summary is below:

- Drivers who violate the restriction will face federal civil penalties of up to \$2,750 for each offense and disqualification from operating a commercial motor vehicle for multiple offenses.
- Commercial truck and bus companies that allow their drivers to use hand-held cell phones while driving will face a maximum penalty of \$11,000.
- Additionally, states will suspend a driver's commercial driver's license (CDL) after two or more serious traffic violations.

Therefore, (Company) is instituting a new policy:

- Employees are not permitted to use a hand held cell phone while operating a motor vehicle on company business and/or on company time unless the device can be used hands-free.
- Employees are not permitted to read or respond to e-mails or text messages while operating a motor vehicle on company business and/or on company time. This policy also applies to use of PDAs.
- While driving, calls cannot be answered and must be directed to voice mail if your handheld device isn't enabled for hands free use. If an employee must make an emergency call (911), the vehicle should first be parked in a safe location.

Employees are responsible for payment of civil penalties in the event a citation is issued. If an employee is cited by any enforcement agency for cell phone use violations or if an employee is observed using a hand held device and the use is confirmed by one or more supervisory or management employees of (Company), the employee will be subject to discipline up to and including termination. Correspondingly, any supervisor or management personnel found to allow, encourage, pressure, or threaten adverse action against an employee for complying with this policy shall be subject to discipline up to and including termination.

Your signature below certifies your agreement to comply with this policy.

Employee Signature

Date

Please sign and return to _____

Hours of Service

Who Must Comply?

Most drivers must follow the HOS Regulations if they drive a commercial motor vehicle, or CMV.

In general, a CMV is a vehicle that is used as part of a business and is involved in interstate commerce and fits *any* of these descriptions:

- Weighs 10,001 pounds or more
- Has a gross vehicle weight rating or gross combination weight rating of 10,001 pounds or more
- Is designed or used to transport 16 or more passengers (including the driver) not for compensation
- Is designed or used to transport 9 or more passengers (including the driver) for compensation
- Is transporting hazardous materials in a quantity requiring placards

Hours of Service Final Rule for Truck Drivers

The Hours of Service of Drivers Final Rule was published in the Federal Register on December 27, 2011. The effective date of the Final Rule was February 27, 2012, and the compliance date of remaining provisions was July 1, 2013.

The Hours of Service rule for truck drivers contains an 11-hour daily driving limit and 14-hour work day limit.

The new provisions that took effect in July 2013:

- Limit the maximum average work week for truck drivers to 70 hours, a decrease from the previous maximum of 82 hours:
- Allow truck drivers who reach the maximum 70 hours of driving within a week to resume if they rest for 34 consecutive hours, including at least two nights when their body clock demands sleep the most - from 1-5 a.m., and;
- Require truck drivers to take a 30-minute break during the first eight hours of a shift.

I have read the above DOT regulation and understand I must comply with this regulation.

Name _____ Date _____



ENVIROS

Enforcement Action Advanced Search

Search Reset

No information was found matching your selection criteria. Please try again.

Enforcement Action Number:

House Number: To:

Street:

Direction Street Name Street Type Suite

City: Zip:

Section: Township: Range:

Respondent:

[Help on this page](#)
Screen ID: 23473



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Florida Hazardous Waste Handler Search Results



Florida Department of Environmental Protection

Hazardous Waste Facilities Search Results

Selection Criteria for This Handler Search:

EPAID: % ; Name: %STARFLEET, INC. ; Address: % ; City: % ; County: %

For Facility Data Links:

Activities -- provides a list of RCRA compliance activities and violations.

Mapping in GIS -- this opens a **[NEW IMPROVED]** GIS mapping tool focused on the facility.

Documents -- this provides a list of electronic documents available online.

Error Reporting -- send us feedback to address data errors.

County Verification -- County or RPC verification of Facility and Waste for this site.

For a Generator Status History:

click on the **Status**. - **NNOT** indicates a facility is a Non-Notifier and may not have been issued the associated EPAID - **Check with DEP before using that EPAID!**

[Legend of Status Types](#)

EPA ID	Name	County	Address	Contact	Status	As of	Data Links
Search has retrieved 0 Facilities							

Legend of Status Types:

- LQG - Large Quantity Generator
- SQG - Small Quantity Generator
- CES - Conditionally Exempt Small Quantity Generator
- UOT - Used Oil Transporter
- TRA - Hazardous Waste Transporter
- TSD - Treatment/Storage/Disposal Facility
- CLO - Closed
- NHR - Non-Handler of Hazardous Waste



Occupational Safety and Health Administration

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SEARCH OSHA

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- STANDARDS
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Establishment Search

Reflects inspection data through 03/05/2020

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

Establishment Search Page | Occupational Safety and Health Administration Page 2 of 2

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

Frequently Asked Questions
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Privacy & Security Statement
Disclaimers
Important Website Notices
Plug-Ins Used by DOL
Accessibility Statement

From: [Osorno-Belleme, Angela](#)
To: [HQS-SMB-FOIA](#)
Subject: Freedom of Information Act
Date: Monday, February 3, 2020 3:40:17 PM
Attachments: [image001.png](#)

Please accept this email as a Freedom of Information Act request for information on any environmental infractions, fines, penalties, and resolutions associated with the following companies:

Eller-I.T.O. Stevedoring Company L.L.C.
1007 N. America Way, Suite 501
Miami, FL 33132

Dothan Security, Inc. d/b/a DSI Security Services
600 W. Adams Street
Dothan, AL 36303

Port Everglades Terminal, LLC
2541 SW 27th Avenue
Miami, FL 33133

Host Terminals, Inc.
500 Plume Street, Suite 600
Norfolk, VA 23510

Starfleet, Inc.
1281 South Main Street
Belle Glade, FL 33430

Metro Cruise Services, LLC
2550 Eisenhower Blvd, Suite 310
Fort Lauderdale, FL 33316

The period of this request is January 1, 2015 through February 3, 2020.

Your response may include redactions (removal) of Personal Information(5 U.S.C. 552(b)(6) and (b)(7)(c) information.

Thank you.



Angela Osorno Belleme, PMP

Franchise & Business Permit Manager

Broward County Port Everglades Department

1850 Eller Drive, Suite 603

Fort Lauderdale, FL 33316

Ph (954) 468-0112 Fx (954) 468-525-1910

aosornobelleme@broward.org

www.broward.org

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
United States Coast Guard
Sector Jacksonville

10426 Alta Drive
Jacksonville, FL 32226
Phone: (904) 714-7500

16610/FAC 16-018
MAY 02 2016

Starfleet, LLC
Attn: Dennis Bacon
P.O. Box 3236
Tequesta, FL 33469

Dear Mr. Bacon:

We have determined the Facility Response Plan (FRP) you submitted January 28, 2016 meets the requirements of the Oil Pollution Act of 1990 and Title 33 Code of Federal Regulations § 154, and is hereby approved.

The expiration date of your approved FRP will be five years from the date of this letter. You are required to resubmit your FRP to the Coast Guard for approval prior to this date in accordance with 33 Code of Federal Regulations § 154.1060(e)(2).

Please note that future submissions of your approved FRP must be consistent with the applicable Area Contingency Plans in effect, no more than 6 months prior to the date your FRP is to be resubmitted. In addition, any revisions that significantly affect the information included in your FRP shall be resubmitted for review and approval, as appropriate.

If you have any questions, contact our Facility Inspections Branch at (904) 714-7500 ext 7760.

Sincerely,

A handwritten signature in black ink, appearing to read "A. L. Praskovich".

A. L. PRASKOVICH
Commander, U.S. Coast Guard
Chief, Prevention Department
By direction

**UNITED STATES COAST GUARD
MOBILE TRANSFER FACILITY
OPERATIONS MANUAL**

PREPARED BY

**STARFLEET, INC.
1281 SOUTH MAIN STREET
BELLE GLADE, FL**

MARCH 2016

INTRODUCTION

This operation manual has been created as a result of legislation by the Federal Government which delegated the United States Coast Guard with the responsibility to draft and enforce regulations for marine transfer facilities.

Facilities, fixed or mobile, which engage in the transfer of oil or hazardous materials to or from vessels with a capacity of 250 barrels or more, are required to comply with the standards outlined in Title 33, Code of Federal Regulations (CFR) Parts 154 and 156. Even if a facility's storage capacity is less than 250 barrels, the facility must comply with the regulations if a significant portions of the vessels it services have the capacity to hold more than 250 barrels of product. The vessel's storage capacity is determined by the total storage capacity of all bulk products carried. A transfer means any movement of oil or hazardous material to, from, or within a vessel by means of pumping, gravitation or displacement.

The regulations in 33 CFR, Part 154 apply to structures on the facility such as the transfer dock, control stations, and personnel shelters used during transfer operations. They also apply to the facility's piping system including pressure relief valves, pressure gauges, emergency shutoff systems and piping. These regulations do not apply to offshore facilities operating under the jurisdiction of the Secretary of the Department of the Interior.

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U.S. Department of
Homeland Security

United States
Coast Guard



Commander
United States Coast Guard
Sector Miami

100 MacArthur Causeway
Miami Beach, FL 33139
Staff Symbol: sp
Phone: (561) 881-5295
Fax: (561) 842-2161

16450/ 16-0625
July 11, 2016

MISLE #: 5929981
FIN #: MIAMOB35

FACILITY RESPONSE APPROVAL LETTER

Starfleet, LLC
Attn: Dennis Bacon
1281 South Main Street
Belle Glade, FL 33430

Dear Sir:

My staff has determined the Starfleet, LLC Facility Response plan meets Title 33 Code of Federal Regulations Part 154 (33 CFR 154) and it is hereby approved. **The approval is valid until July 11, 2021.**

You are reminded that Starfleet, LLC is prohibited from handling, storing, transporting, transferring, or lightering oil unless it is operating in full compliance with this plan. Compliance includes ensuring that the required resources are in place and available through contract or other approval means.

You are required to resubmit an updated plan every five years in accordance with 33 CFR 154.1030 and 33 CFR 154.1060. If you make any changes outlined in 33 CFR 154.1065(b), such as changing the types of oil handled or your OSRO, you must submit revisions to this office within 30 days. Finally, you must notify this office if you make revisions to personnel and telephone number lists included in the response plan.

Please refer to the facility identification number MIAMOB35 in any future correspondence. If you have any questions, please contact the Facility Compliance Staff at (561) 848-8868.

Sincerely,

A handwritten signature in black ink that reads "Bradley W. Clare".

B. W. CLARE
Commander, U.S. Coast Guard
Captain of the Port, Miami
By direction

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
United States Coast Guard
Sector St. Petersburg

155 Columbia Drive
Tampa, FL 33606
Staff Symbol: sp
Phone: 813-228-2191

16611
FIN: TAMMOB-39
MISLE: 5853277

Starfleet, LLC
Attn: Mr. Dennis Bacon
1281 South Main Street
Belle Glade, FL 33430

APR 22 2016

Dear Sir:

The Facility Response Plan (FRP) submitted by Starfleet, LLC in accordance with Title 33 Code of Federal Regulations (CFR) Part 154.1017 is hereby approved for a five-year period from the date of submission, January 28, 2016.

Starfleet, LLC is prohibited from handling, storing, transporting, transferring, or lightering oil unless it is operating in full compliance with this plan. Compliance includes ensuring that oil spill response resources are in place or are available through contract or other approved means. The FRP must be reviewed annually, within one month of the anniversary date of your FRP submission, and resubmitted to the Coast Guard for approval at the end of this five-year period. Annual review requirements are described in 33 CFR 154.1065.

I commend your efforts in developing an FRP that reflects your company's operating procedures and organizational structure. Your plan is a vital working document and implementation of the plan will help ensure effective oil spill response and mitigation. Please be sure all parties with responsibilities under the plan are familiar with the plan's procedures and requirements.

Keep a copy of this letter with the facility response plan. If you have any questions, please contact the Facility Compliance Branch at (813) 228-2191, ext. 8304.

Sincerely,

A handwritten signature in cursive script that reads "Eric C. Allen".

E. C. ALLEN
Commander, U.S. Coast Guard
Captain of the Port
By direction

**UNITED STATES COAST GUARD
RESPONSE PLAN**

**STARFLEET, LLC
1281 SOUTH MAIN STREET
BELLE GLADE, FL 33430**

JANUARY 2016

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UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2018-2021**

Registrant: STARFLEET INC
ATTN: Jorge Lavandero
1281 SOUTH MAIN STREET
BELLE GLADE, FL 33430

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 060718550231AC Effective: July 1, 2018 Expires: June 30, 2021

HM Company ID: 718

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
11/05/19

STARFLEET INC
5131 RECKER HWY
WINTER HAVEN FL 33880-1250

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.



Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
11/05/19

License Number: 229767
FEIN Number: 65-0461879

Expiration Date: 12/31/2020

License Activity: Carrier

STARFLEET INC
5131 RECKER HWY
WINTER HAVEN FL 33880-1250

Location:

License is Not Transferable – It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.

6/05/2019

Cliff Berry, Inc.
Mr. Cliff Berry Sr.
851 Eller Drive
Fort Lauderdale, FL 33316

RE: Renewal of Certificate for Discharge Cleanup Organization

Dear Mr. Berry:

You are currently listed as an Approved Discharge Cleanup Organization (DCO) for the State of Florida. We are extending the expiration date of your DCO Certificate to **June 30, 2020**. Please notify this office of any significant changes in your capabilities as a DCO, as well as, changes in addresses, phone numbers, or contacts.

Retain a copy of this letter with your most current DCO certificate as evidence of your certification status. If you have any questions, or wish to provide updates, please contact Mr. Shane Gibbs at (850) 245-2872 or via email at Shane.Gibbs@dep.state.fl.us. You may also contact your District Emergency Response Manager to address any questions or issues regarding this program.

Sincerely,

A handwritten signature in black ink, appearing to read "N. Roff". The signature is fluid and cursive, with the first name "Nick" and last name "Roff" clearly distinguishable.

Nick Roff, Interim Director
Office of Emergency Response



Cliff Berry, Inc.
Environmental Services

Year 2020

December 12, 2019

EMERGENCY RESPONSE AGREEMENT

24 HOUR EMERGENCY NUMBER
800.899.7745

By and Between



CLIFF BERRY, INC.
P.O. Box 13079
Port Everglades Station
Fort Lauderdale, FL 33316
Office: 954.763.3390
Fax: 954.764.0415

And

STARFLEET INC. / SUGAR SUPPLY INC. / SSI PETROLEUM
SSI Petroleum 1281 South Main Street, Belle Glades
SSI Petroleum 5131 Recker Highway, Winter Haven
ATTN: Jorge Lavandero
jlavandero@ssipetro.com
561-876-2408

CUSTOMER NUMBER #: 40084

**CLIFF BERRY, INC.
EMERGENCY RESPONSE SERVICES**

This agreement for Emergency Response Services (the "Agreement") is made this 12th day of December, 2019 between **CLIFF BERRY, INC.** with its principal offices located at 851 Eller Drive, Fort Lauderdale, FL 33316 and **STARFLEET INC. / SUGAR SUPPLY INC. / SSI PETROLEUM** (hereafter referred as the "Client") with its principal offices located at 1281 South Main Street, Belle Glades, FL 33430.

RECITALS

WHEREAS Cliff Berry, Inc. has been awarded a contract to perform Emergency Response Services on an as-called basis for certain companies (hereinafter referred to as the "Client"); and whereas Cliff Berry, Inc. shall be hereinafter referred to as CBI; and

WHEREAS CBI represents that it is capable of providing additional Emergency Response resources to Client which services include, but may not be limited to, Emergency Response Services reasonably required to mitigate oil, chemical and other hazardous or non-hazardous substances released into the environment on an as-called basis, twenty-four (24) hours per day, seven (7) days per week; and

WHEREAS CBI wishes to establish in advance the terms and procedures whereby the Client may, from time to time, contract Emergency Response Services under the Prime Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

SCOPE OF WORK

The scope of work to be performed by CBI shall be determined by the Parties at the time the Client requests the services and as authorized by the Client's authorized representative. A request from the Client for CBI to perform services under this agreement constitutes an "ORDER" placed for these services. The Client acknowledges and agrees that CBI may, at its sole discretion, expand, modify, and/or discontinue the services with appropriate notice to the Client. If such changes result in an increase or decrease in costs, these costs adjustments shall be documented in a written change order, signed by the Parties.

Should the Client discontinue the request for services once the "ORDER" has been placed and authorization to proceed has been given, the Client concedes that CBI has deployed equipment, personnel and managerial staff in support of the service order. Accordingly, the Client agrees to mobilization charges equivalent to a four hour minimum that will be applied to the service order. In the event that CBI cannot respond due to uncontrollable circumstances, CBI shall notify the Client in a judicious manner.

The services to be provided by CBI include, but are not limited to:

- Site evaluation, decontamination and restoration
- Containment, recovery, repackaging and removal of Hazardous & Non-Hazardous substances
- Transportation, storage, treatment or disposal of recovered wastes
- Technical services, including sampling, laboratory analysis, and other related services
- Training and mock spill drill deployments

EMERGENCY NOTIFICATION

The Client may request the services of CBI by telephone - 24 hours/day - 7 days/week - by calling its emergency number **800.899.7745**. When the Client requests CBI take action in an Emergency Response, such a request shall constitute an "ORDER" which may be accepted or rejected by CBI.

When the "ORDER" has been placed, CBI shall provide the Client with a written "JOB AUTHORIZATION, ACCEPTANCE OF TERMS AND CONDITIONS FORM" either in person or via fax to be signed by an authorized agent of the Client empowering CBI to perform the scope of work.

When placing an "ORDER", the Client shall identify the location and preliminary scope of services requested. Initial information may include, to the extent practicable:

- ✓ The surface impacted (soil, concrete, pavement, storm drains, etc.)
- ✓ The substance released
- ✓ The products chemical name and trade name
- ✓ Amount of release
- ✓ Name of Party's on-scene representative

***Client is responsible for advising all Federal, state, local, and any other governing authorities of the spill event occurrence. (See Emergency Response Spill – Reporting & Notification Requirements)**

CHANGE ORDER

CBI may, at any time, **by verbal order followed by a written change order** make specific changes in the scope of work under any "ORDER" accepted by CBI. Should such changes involve additional services on the part of CBI, then CBI shall submit an estimate of the amounts of additional personnel and equipment it expects to be utilized for such changes. CBI will not proceed with the changes until it has received written authorization from the Client unless the "ORDER" is issued under emergency conditions, whereby a verbal "ORDER" followed by a written fax to CBI's corporate office (954-763-8375) shall control.

In an emergency where the safety of persons or property is threatened, CBI shall act, at its sole discretion, to prevent threatened damage, injury or loss to persons or property. Any such actions must be prudent, cost effective and justifiable. Such actions will be compensated in accordance with this agreement.

SITE ACCESS

The Client shall be responsible for securing all necessary approvals, judicial and/or administrative orders necessary to ensure CBI legal access to the site.

RETAINER

CBI shall charge a yearly retainer fee of **\$ 1150.00** which shall be prepaid before any services, equipment, or materials are made available to the Client. The retainer is required to offset the cost of storage, maintenance, training and administrative fees. If CBI is called upon to respond to a spill, the annual fee shall be credited to the cleanup charge.

LICENSING

CBI warrants that it is properly licensed and has the requisite skills and related expertise to provide the services described or reasonably implied in this agreement.

SUPPLEMENTARY TERMS AND CONDITIONS

MANIFEST AND PRODUCT PROFILING:

CBI will provide the Client a manifest for all waste removed from the spill site. CBI reserves the right to determine the exact amount of waste transported and disposed thereof. Costs are determined based on the generator's waste material profile sheet and certification of the representative sample submitted. Should the waste be different from the sample submitted, the Client will be responsible for any additional disposal surcharges assessed by the disposal facility or incurred during subsequent transportation.

PERSONNEL:

All personnel sent on-site from CBI are technical personnel with the capacity of performing the entire operation on a given job. If, for any reason, due to the Client's collective bargaining agreements, or if the Client deems it necessary to utilize other personnel in the performance of the work, such personnel shall be furnished by and at the sole expense of the Client. Such additional personnel shall work under the direction and supervision of the Client and shall not be employees of CBI.

INSURANCE:

CBI shall observe and comply with all applicable laws in the state where such work is performed relating to Worker's Compensation and Longshoreman's and Harbor Worker's Insurance coverage for its employees and shall carry public liability insurance.

TAXES:

Unless otherwise indicated, all applicable federal, state, local taxes and tariffs are to be added to the quoted price(s).

RENTAL:

The Client assumes and agrees to be liable for all risks of physical loss or damage (other than ordinary wear and tear due to use) to the equipment after delivery to the Client's work site until returned to CBI's possession at point of origin. If such equipment is lost or damaged so as to be unrepairable, the Client shall pay CBI its replacement cost.

TERMS OF PAYMENT:

Unless otherwise stated, terms are NET UPON RECEIPT OF INVOICE. The parties further acknowledge making payment for all services provided by CBI as outlined under the terms set forth in this agreement. Failure to make timely payment will result in a 1.5% monthly interest penalty which is to be added to the outstanding balance, as well as any cost incurred during the process of securing payment, including but not limited to attorney's fees and the cost of collection.

PROPOSAL ACCEPTANCE

By my signature below I acknowledge that I have read the proposal and agree to its terms, including all those set forth above. In addition, I concede receiving a copy of the CBI Price List and that I have read all provisions set forth and agree to all terms and conditions thereof.

COMPANY NAME: STARFLEET INC. / SUGAR SUPPLY INC. / SSI PETROLEUM

CLIENT SIGNATURE: *Jose*

CLIENT PRINTED: *Jose Laveadero*

TITLE: *Compliance Officer*

DATE: *12/5/2019*

Witnessed: CLIFF BERRY, INC. *[Signature]*

Authorized Signature: *[Signature]*

Signature Printed: *Jon Sandora*

Title: Vice President Regional Operations



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTHEAST DISTRICT OFFICE
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406
(561) 681-6600

**TERMINAL FACILITY
DISCHARGE PREVENTION AND RESPONSE CERTIFICATE**

Issued to: **Cliff Berry, Inc.**

County: Broward

Address: 851 Eller Drive

Date: May 3, 2018

Fort Lauderdale, Florida 33316

This Discharge Prevention and Response Certifies that the holder has demonstrated to the Department satisfactory pollutant discharge Containment and cleanup capabilities to Section 376.065, Florida Statutes.

Issued By: _____


Signature of DEP Representative

Expires: Twelve (12) months after the date of issuance.

DEP Facility ID #: *NA*