



JAX LNG, LLC
10700 Energy Way
Glen Allen, VA 23060

November 1, 2024

Port Everglades Department
Attn: Paula Serpa, Franchise and Business Permit Manager (via email)
1850 Eller Drive, Suite 603
Fort Lauderdale, FL 33316

Subject: JAX LNG, LLC Vessel Bunkering Franchise – Renewal Request

Dear Paula,

JAX LNG, LLC respectfully requests to renew its vessel bunkering franchise. Please accept the enclosed application and supporting documentation for renewal.

If you have any questions, please continue to work with Robert Butts. Robert is at 9004-627-0379 or robert.butts@bhegts.com

Sincerely,

Handwritten signature of Roger Williams in black ink.

Roger Williams
Manager, JAX LNG

Handwritten signature of Doug Shanda in black ink.

Doug Shanda
Manager, JAX LNG

Enclosure:

- A. Bunkering Franchise Application and supporting documentation

PORT EVERGLADES FRANCHISE APPLICATION

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

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

FRANCHISE TYPE

CHECK ONE

STEAMSHIP AGENT

STEVEDORE

CARGO HANDLER

TUGBOAT & TOWING

VESSEL BUNKERING

VESSEL OILY WASTE REMOVAL

VESSEL SANITARY WASTE WATER REMOVAL

MARINE TERMINAL SECURITY

MARINE TERMINAL SECURITY

FIREARMS CARRYING SECURITY PERSONNEL

NON-FIREARMS CARRYING SECURITY PERSONNEL

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

Applicant's

Name JAX LNG, LLC.

(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 10700 Energy Way, Glen Allen, VA. 23060

Number /

Street

City/State/Zip

Phone # (904) 627-0379

E-mail address

robert.butts@bhegts.com

Fax #: () n/a

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

Name Roger Williams and Doug Shanda

Title Managers, JAX LNG, LLC.

Business Address 10700 Energy Way, Glen Allen, VA. 23060

Number /

Street

City/State/Zip

Phone # () _____

E-mail address _____

@ _____

Fax #: () _____

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 Robert Butts

Representative's Title Manager, LNG Business - Fuel

Representative's Business Address 10700 Energy Way, Glen Allen, VA. 23060

Number /

Street

City/State/Zip

Representative's Phone # () 904-627-0379

Representative's E-mail address _____

robert.butts@bhegts.com

Representative's Fax # () n/a

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 Manager, JAX LNG, LLC.

First Name Roger Middle Name _____

Last Name Williams

Business Street Address 10700 Energy Way

City, State, Zip Code Glen Allen, VA. 23060

Phone Number () 804-819-2899 Fax Number () _____

Email Address roger.williams@bhegts.com.

Title Manager, JAX LNG, LLC.

First Name Doug Middle Name _____

Last Name Shanda

Business Street Address 1700 City Plaza Drive, Suite 400

City, State, Zip Code Spring, TX. 77389

Phone Number () 713-315-0340 Fax Number () _____

Email Address DShanda@seasidelng.com.

Title Manager, LNG Business - Fuel

First Name Robert Middle Name _____

Last Name Butts

Business Street Address 10700 Energy Way

City, State, Zip Code Glen Allen, VA. 23060

Phone Number () 904-627-0379 Fax Number () _____

Email Address robert.butts@bhegts.com.

Title _____

First Name _____ Middle Name _____

Last Name _____

Business Street Address _____

City, State, Zip Code _____

Phone Number () _____ Fax Number () _____

Email Address _____@_____.

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.

See provided documentation in transmittal email.

Section B

1. Place checkmark to describe the Applicant:

Sole Proprietorship Corporation Partnership Joint Venture Limited Liability Company

JAX LNG, LLC is a JV between Pivotal LNG and Seaside LNG.

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.

See provided documentation in transmittal email.

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.

Pivotal LNG sold by Dominion Energy to Berkshire Hathaway Energy in November 2021; and Northstar Midstream sold by Oaktree Capital to Arroyo Investor in December 2022.

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) Tim Casey

New officers, directors, executives, partners, shareholders, members

Name(s) Doug Shanda

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.

Yes. This year we welcomed Mr. Doug Shanda who replaced Mr. Tim Casey as one of the Managers of JAX LNG. Mr. Tim Casey remains as CEO of Seaside LNG.

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.

Pivotal LNG sold by Dominion Energy to Berkshire Hathaway Energy in November 2021; and Northstar Midstream sold by Oaktree Capital to Arroyo Investor in December 2022.

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" _____.

Pivotal LNG sold by Dominion Energy to Berkshire Hathaway Energy in November 2021; and Northstar Midstream sold by Oaktree Capital to Arroyo Investor in December 2022.

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.

Pivotal LNG sold by Dominion Energy to Berkshire Hathaway Energy in November 2021; and Northstar Midstream sold by Oaktree Capital to Arroyo Investor in December 2022.

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.

JAX LNG, LLC was formed in 2014 to provide liquid natural gas to customers in Florida and Puerto Rico.

Section G

1. Provide a list of the Applicant's current managerial employees, including supervisors, superintendents, and forepersons.
Roger Williams and Doug Shanda, Managers, JAX LNG, LLC. **See Bookmark Section A.2. Resumes**
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.

See documentation provided in transmittal email. Both Roger and Doug are industry professionals and involved in the daily operational business of JAX LNG, LLC.

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" _____.

JAXPORT, Port Canaveral, Port Everglades,
Seaport Port Miami, Ports of Georgia Number of Years Operating at this Seaport _____

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
Tote Maritime Puerto Rico, JAXPORT	10
Siem Car Carriers, JAXPORT	3
Disney Cruise Lines, Port Canaveral	2
NYK Line, JAXPORT	2
Royal Caribbean, Port Canaveral, Port Ev	<1
CMA CGM, Ports of Georgia	<1

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>.

See provided documents in transmittal email.

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 provided documents in transmittal email.

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.

See provided documents in transmittal email.

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.

JAX LNG, LLC. will continue to charter 2 U.S. Registered bunker vessels to make deliveries to our customers in Port Everglades.

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

ULMGO

3. Indicate which equipment, if any, is to be domiciled at Port Everglades.

None

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.

The bunker vessels are owned by Polaris New Energy and chartered by JAX LNG, . The operator of the bunker vessels will operate the equipment in accordance with their company policies and U.S. Law and Regulations. The operators of the Clean Canaveral is McAllister Towing LNG Services, LLC and TOTE Services is the operator of Clean Everglades.

Section O

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

See provided documents in transmittal email.

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.

See provided documents in transmittal email.

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.

As a proven producer and supplier of LNG since 2015 in JAXPORT, we are in a strong position to further promote the continued adoption and access to LNG to enable shipowners compliance with MARPOL emission regulations established by the IMO. SEA/LNG projects 10%-20% of the new order book of ships will be LNG fueled. With access to LNG in Broward County, shipowners will have confidence their ships can be served LNG fuel during port of calls in Port Everglades.

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.

See provided documentation in transmittal email.

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. Training requirements in 33 CFR 105.210 for marine facilities.
- 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 \$ 11,550.00

Annual Fee

\$ 4,200.00

Cargo Handler

Initial processing fee, assignment fee, or reinstatement fee \$ 11,550.00

Annual Fee

\$ 4,200.00

Steamship Agent

Initial processing fee, assignment fee, or reinstatement fee \$ 4,200.00

Annual Fee

\$ 2,360.00

Tugboat and Towing

Initial processing fee, assignment fee, or reinstatement fee \$ 27,300.00

Annual Fee

By Contract

Vessel Bunkering, Vessel Oily Waste Removal, Vessel Sanitary Waste Water Removal, Marine Terminal Security Service

Initial processing fee, assignment fee, or reinstatement fee \$ 4,200.00

Annual Fee

\$ 2,360.00

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 Development 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 is welcome 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 Oct 30, 2024

Signature name and title - typed or printed Roger Williams - Manager Doug Shanda - Manager

Witness Signature (*Required*) Robert S. Butts

Witness name-typed or printed Robert . Butts

Witness Signature (*Required*) _____

Witness name-typed or printed _____

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

Name _____ Title _____

Address _____ Phone () _____



Executive Biography

Roger T. Williams
Vice President – Commercial LNG and Gas
Development
Berkshire Hathaway Gas Transmission &
Storage

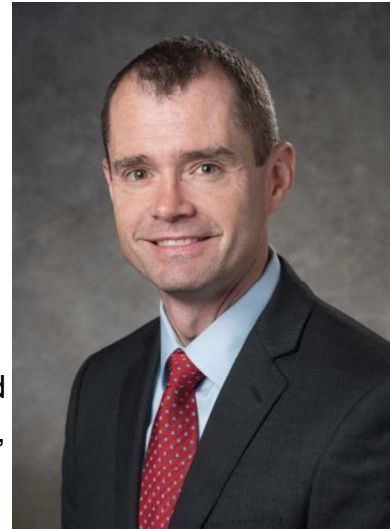
Roger T. Williams is Vice President Commercial LNG and Gas Development at Berkshire Hathaway Energy Gas Transmission and Storage (BHE GT&S).

Williams is responsible for the development and commercial marketing of LNG facilities for import, export, marine fueling and terrestrial end users.

Williams joined the company in 2008 as Senior Business Development Manager. He was named Director - Business Development in 2011, Director - Power Contracts in 2013, and Director - Financial Management in 2015. In 2017, he became Director - Financial Management and Commercial Support, where he was responsible for providing analysis and direction for Gas Infrastructure key capital investment, market transaction, and business strategy activities to meet financial objectives within acceptable risk tolerances. He assumed his current post in October 2019.

Before joining Dominion Energy, he was an investment banking associate at Deutsche Bank and Vice President - Sales at Massey Coal Co.

Williams received his bachelor's degree in electrical engineering from Virginia Tech and his MBA from Columbia University.





Executive Biography

Senior Advisor, Seaside LNG

Douglas Shanda is Seaside LNG's Senior Advisor, with 30+ years of experience across the public and private energy sectors. Doug joined the company in July of 2024, and brings two decades of LNG experience in the advancement and operational expertise in the industry's regasification and liquefaction facilities. Doug is focused on the company's growth and development of Seaside LNG's business platform objectives.



Prior to Seaside LNG, Doug was recently the CEO & President of Mexico Pacific, leading the development of the Sonora LNG plant and export terminal from 2020 - 2023. In the previous 8 years, he had held various Executive level positions from VP, Terminal Operations, President of Sabine Pass Liquefaction, to COO throughout the Cheniere Energy organization beginning in 2012 through 2020.

Preceding his professional career with Cheniere Energy, in 2005, Doug joined Sempra LNG as the Director of Technical services, where he started his progressive leadership journey in driving the introduction and growth of LNG within the oil & gas industry.

Earlier on in his career path, prior to Sempra LNG, he had held various engineering roles with Iowa Electric Light & Power, Black & Veatch, and Hoechst Celanese Corporation before joining Occidental Chemical Corporation as their Corporate Engineering Project Manager in 1997.

From 2012 through 2020 Doug Shanda served on various Boards and Committees with Cheniere Energy Inc. and its subsidiaries. Doug earned a BS in Electrical Engineering from Iowa State University.



Employee Biography

Robert S. Butts

**Manager, LNG Business – Fuel
Berkshire Hathaway Energy Gas Transmission &
Storage.**

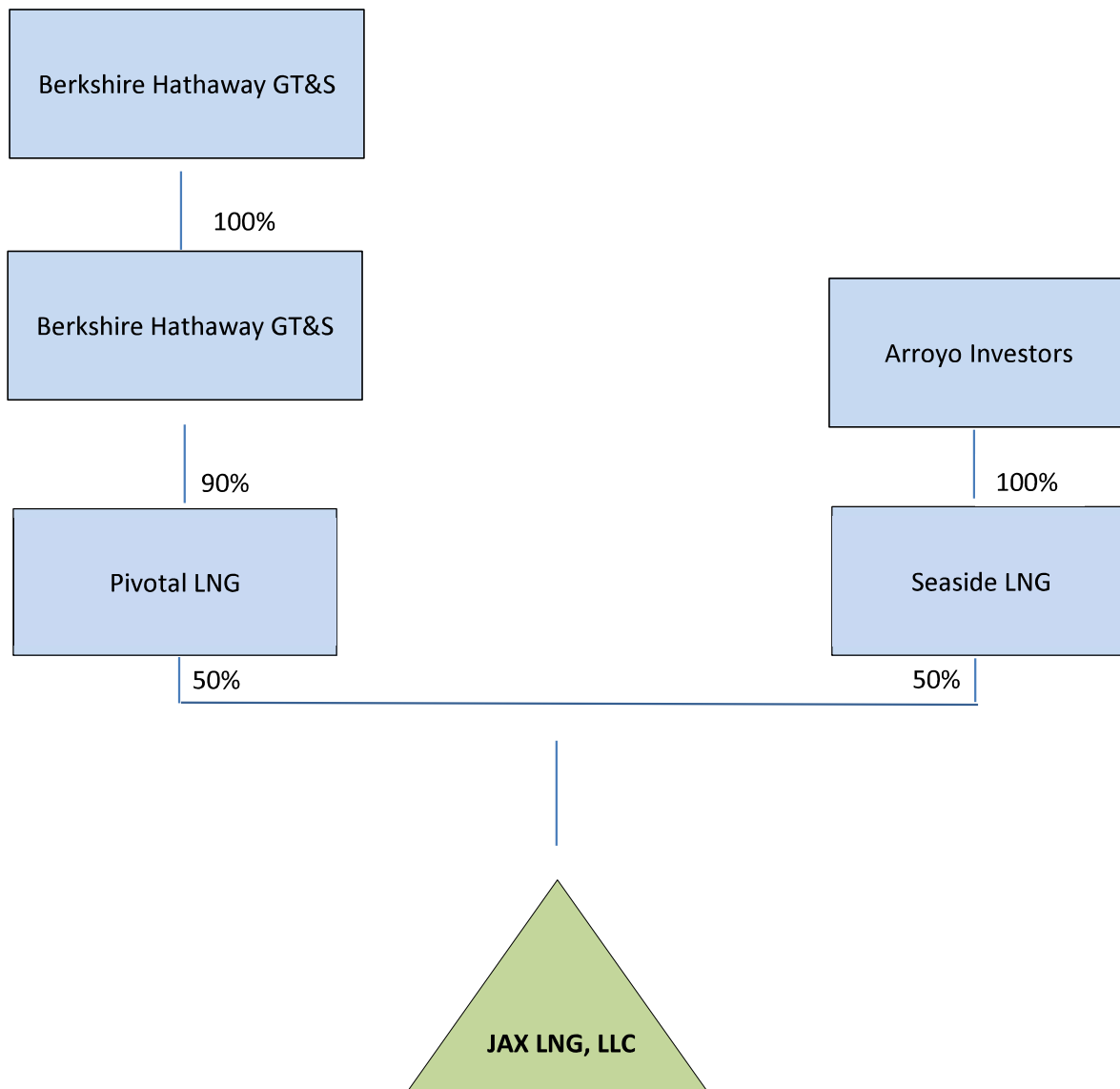
Robert is Manager, LNG Business – Fuels at Berkshire Hathaway Energy Gas Transmission and Storage (BHE GT&S). He is responsible for expanding Pivotal LNG and JAX LNG sales, marketing, and business development within the maritime industry in the United States.



Robert uniquely developed 26 years of leadership, management, and maritime specialty knowledge while he served the United States Coast Guard (USCG). As a Marine Safety Officer, he led and managed regulatory compliance programs responsible to verify safety, security, and environmental compliance with domestic and international law & regulations governing the marine transportation system, port operations, offshore oil & gas exploration and passenger vessel operations. Robert led, managed, and taught the USCG marine casualty investigation process at the agencies Marine Safety School. During which time, he participated in the joint agency investigation of the *DEEPWATER HORIZON* marine casualty. While serving in Jacksonville, Florida, his responsibilities included offering advice and guidance to USCG Captain of the Port(s), Maritime Stakeholders, and LNG industry representatives of federal regulations & policy governing siting, risk, and operation of LNG waterfront facilities, simultaneous vessel operations, use, and transportation of LNG as a marine fuel.

Since joining the team in July 2016, Robert continuously demonstrates his specialized proficiencies working closely with marine customers, regulatory agencies, first responders and port stakeholders to plan, prepare, and sustain safe and efficient LNG bunker operations in the ports we serve.

CORPORATE STRUCTURE – JAX LNG, LLC



M15000000764

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

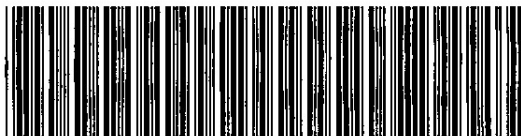
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500268414405

01/20/15--01058--009 **125.00

FILED
15 JAN 20 PM 12:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JAN 30 2015
T. HAMPTON

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A
FOREIGN LIMITED LIABILITY COMPANY TO TRANSACTION BUSINESS IN THE STATE OF FLORIDA:*

1. JAX LNG, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Delaware 3. _____
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. _____
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 1200 Smith Street, Suite 900
Houston, TX 77002
(Street Address of Principal Office)

6. Ten Peachtree Place
Atlanta, GA 30309
(Mailing Address)

7. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:
David P. Smith, manager, 2355 Main Street, Suite 210, Irvine, CA 92614
Steve Cittadine, manager, 1200 Smith Street, Suite 900, Houston, TX 77002

8. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

Michelle Johnson
Signature of an authorized person

(In accordance with section 605.0203, F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

Michelle Johnson
Typed or printed name of signee

FILED
15 JAN 20 PM 12:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 605.0113 or 605.0902 (1)(d), FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

JAX LNG, LLC

If unavailable, the alternate to be used in the state of Florida is:

2. The name and the Florida street address of the registered agent and office are:

Corporation Service Company

(Name)

1201 Hays Street

Florida Street Address (P.O. Box NOT ACCEPTABLE)

Tallahassee

32301

FL

City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, Florida Statutes.

Corporation Service Company

By:

Vikki Saeteum, Asst. Sec. of Corporation Service Company

(Signature)

\$ 100.00 Filing Fee for Application
\$ 25.00 Designation of Registered Agent
\$ 30.00 Certified Copy (optional)
\$ 5.00 Certificate of Status (optional)

FILED
15 JAN 20 PM 12:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Delaware

PAGE 1

The First State

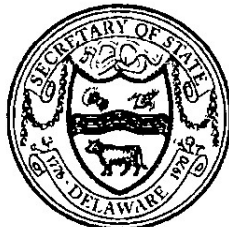
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "JAX LNG, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF JANUARY, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "JAX LNG, LLC" WAS FORMED ON THE NINETEENTH DAY OF DECEMBER, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5661483 8300

150029812



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2023829

DATE: 01-09-15

Delaware

PAGE 1

The First State

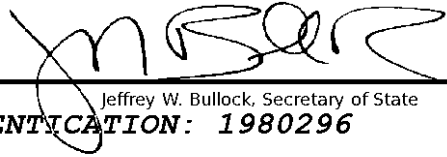
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "JAX LNG, LLC", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF DECEMBER, A.D. 2014, AT 2:11 O'CLOCK P.M.

5661483 8100

141565263

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1980296
DATE: 12-20-14

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:41 PM 12/19/2014
FILED 02:11 PM 12/19/2014
SRV 141565263 - 5661483 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is JAX LNG, LLC

Second: The address of its registered office in the State of Delaware is 2711 Centerville Rd, #400 in the City of Wilmington.
Zip code 19808. The name of its Registered agent at such address is
Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this

18th day of December, 2014.

By: Michelle Johnson
Authorized Person (s)

Name: Michelle Johnson



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

Detail by Entity Name

Foreign Limited Liability Company
JAX LNG, LLC

Filing Information

Document Number	M15000000764
FEI/EIN Number	36-4802342
Date Filed	01/20/2015
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	09/27/2023
Event Effective Date	NONE

Principal Address

120 TREDEGAR STREET
RICHMOND, VA 23219

Changed: 04/27/2020

Mailing Address

120 TREDEGAR STREET
RICHMOND, VA 23219

Changed: 04/27/2020

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 04/22/2020

Address Changed: 04/22/2020

Authorized Person(s) Detail

Name & Address

Title MANAGER

CASEY, TIM
2355 MAIN ST - STE 210
IRVINE, CA 92614

Title MANAGING MEMBER

PIVOTAL JAX LNG, LLC
120 TREDEGAR STREET
RICHMOND, VA 23219

Title SECRETARY

ERB, JEFFERY B.
666 GRAND AVENUE, STE. 500
DES MOINES, IA 50309

Title MEMBER

Seaside LNG, LLC
NA
Unknown, TX 77380

Annual Reports

Report Year	Filed Date
2022	04/12/2022
2023	04/21/2023
2024	04/05/2024

Document Images

04/05/2024 -- ANNUAL REPORT	View image in PDF format
09/27/2023 -- LC Amendment	View image in PDF format
04/21/2023 -- ANNUAL REPORT	View image in PDF format
04/12/2022 -- ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
04/27/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/22/2020 -- CORLCRACHG	View image in PDF format
03/24/2020 -- ANNUAL REPORT	View image in PDF format
04/13/2019 -- ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
03/08/2017 -- ANNUAL REPORT	View image in PDF format
04/30/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- Foreign Limited	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 CN102038925--AWX-23-25	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Mutual Fire Insurance Co		23035
INSURER B : Associated Electric & Gas Insurance Services Limited		3190004
INSURER C : Liberty Insurance Corporation		42404
INSURER D :		
INSURER E :		
INSURER F :		
INSURED JAX LNG, LLC Attn: Mariya Coleman P.O Box 657 Des Moines, IA 50306		

COVERAGES **CERTIFICATE NUMBER:** NYC-011880405-11 **REVISION NUMBER:** 22

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-691-550801-314	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XL5194013P Excess Liability SIR applies per policy terms and conditions	08/15/2024	02/15/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
C C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A <input type="checkbox"/>	WA7-69D-550801-274 (AOS) WA7-69D-550801-284 (MN) WC2-691-550801-304 (WI)	04/01/2024 04/01/2024 04/01/2024	04/01/2025 04/01/2025 04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Broward County is additional insured for the coverage that applies to the General Liability, Pollution Liability and Auto Liability as required by written contract or agreement. Excess liability includes Pollution liability subject to policy terms conditions and exclusion. WC policy includes USL&H coverage in FL

CERTIFICATE HOLDER Broward County 1850 Eller Drive Fort Lauderdale, FL 33316-4201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	--

**LONGSHORE AND HARBOR WORKERS'
COMPENSATION ACT COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
--------------	---

REFER TO SCHEDULE GPO 2926 FOR STATES AND PERCENTAGES

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-69D-550801-274 Effective Date Premium \$

Issued to Berkshire Hathaway Energy Company



October 29, 2024

Broward County Port Everglades Department
1850 Eller Drive
Fort Lauderdale, FL 33316-4201

RE: Evidence of Coverage –
JAX LNG, LLC

To Whom It May Concern:

One of Berkshire Hathaway Energy entities has been requested to supply you with evidence of insurance coverage. This is to advise that Berkshire Hathaway Energy and its subsidiaries have a self-insured retention that is in excess of the limits of coverage you are requesting.

Accordingly, we trust that Berkshire Hathaway Energy's financial strength will suffice to provide you the assurance needed with any agreement Berkshire Hathaway Energy has with you. Should you have any questions concerning insurance information required, please contact the undersigned.

Sincerely,

A handwritten signature in blue ink that reads "Carmen C. Padgett".

Carmen C. Padgett
Corporate Insurance Specialist
Carmen.Padgett@bhegts.com

Encl.



CERTIFICATE of SELF-INSURANCE / FINANCIAL RESPONSIBILITY

ISSUED BY: **BERKSHIRE HATHAWAY ENERGY**
Attn: Risk & Insurance Management
1615 Locust Street, Des Moines, Iowa 50309
P.O. Box 657, Des Moines, Iowa 50306-0657
803-730-4810

This statement is to certify that **JAX LNG, LLC**, a Berkshire Hathaway Energy entity, maintains financial resources available to pay losses, either fully self-insured, or through a combination of self-insured and commercially insured funds, in amounts not less than stated as follows:

<u>Type of Coverage or Self-Insured Peril</u>	<u>Amount</u>	<u>Policy Period</u>
<i>GENERAL LIABILITY</i> Premises & Operations Products & Completed Operations Contractual Liability Additional Insured	Not less than \$6,000,000/occurrence	8/15/2024 – 2/15/2026
<i>AUTOMOBILE LIABILITY</i> Any vehicle owned or operated by JAX LNG, LLC	Not less than \$1,000,000/occurrence	8/15/2024 – 2/15/2026
<i>PROPERTY</i>	Value of Insured Property	8/15/2024 – 2/15/2025
<i>EMPLOYERS LIABILITY</i>	Not less than \$1,000,000/occurrence	4/1/2024 – 4/1/2025
<i>WORKERS' COMPENSATION</i> Program of self-insurance or commercially insured funds for all states in which we conduct business	Statutory	4/1/2024 – 4/1/2025

This certification shall remain valid and reliable unless specifically rescinded in writing by the undersigned or other qualified representative of **JAX LNG, LLC**. Further, this certification is for the sole information of the certificate holder depicted below and no other. This is informational only and confers no rights upon the certificate holder nor any specific obligation upon the issuer.

CERTIFICATE HOLDER: **Broward County Port Everglades Department**
1850 Eller Drive
Fort Lauderdale, FL 33316-4201

Carmen C. Padgett

By: Carmen C. Padgett – Corporate Insurance Specialist

Date: October 29, 2024

Section L – Credit References for JAX LNG, LLC

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

Name of Reference: Polaris New Energy LLC Nature of Business: Bunker Barge

Contact Name: Jill Sawyer Title: Accounting Specialist

Legal Business Street Address: 1077 Gorgans Mill Road Suite 530

City, State, Zip Code: The Woodlands, TX 77380

Phone Number: (832) 762-3393

Name of Reference: Southern Natural Gas Company Nature of Business: Gas Pipeline Company

Contact Name: Rodrigo Guillen Title: Senior Credit Analyst – Corporate Credit

Legal Business Street Address: 1001 Louisiana, Rm 1184

City, State, Zip Code: Houston, TX 77002

Phone Number: (713) 420-2445

Name of Reference: Vitol Inc. Nature of Business: Energy and Commodity Trading Company

Contact Name: Dough Huth Title: Credit Analyst

Legal Business Street Address: 2925 Richmond Ave -11th Floor

City, State, Zip Code: Houston, TX, 77098

Phone Number: (713) 230-1000

Name of Reference: J.P. Morgan Nature of Business: Corporate and Investment Banking

Contact Name: Judith Guiste Title: Client Service Account Manager

Legal Business Street Address: 10410 Highland Manor Drive, Floor 2

City, State, Zip Code: Tampa, FL, 33610

Phone Number: (813) 432-0023

INDEMNITY AND PAYMENT BOND

BOND NO. [REDACTED]

KNOW ALL BY THESE PRESENTS:

That we, JAX LNG, LLC as INDEMNITOR and National Indemnity Company as SURETY, a surety company authorized to do business in the State of Florida, are held and firmly bound unto BROWARD COUNTY, as OBLIGEE, a political subdivision of the State of Florida, in the full sum of twenty thousand DOLLARS (\$ 20,000.00), for the payment of which we bind ourselves, our heirs, successors, assigns and personal representatives for the performance of the obligations hereinafter set forth:

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

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

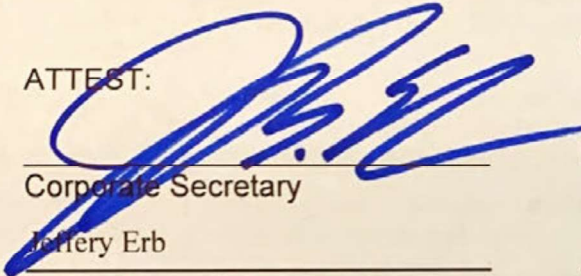
then these obligations shall be null and void, otherwise to remain in full force and effect.

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


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

IN WITNESS WHEREOF, INDEMNITOR has caused this Bond to be executed by Scott Miller, on this 30th day of November, 2023, and attested to by its Secretary and its corporate seal to be affixed, and the Surety has caused this Bond to be executed on this 29th day of November, 2023 in its name, by its Attorney-in-Fact, duly authorized to do so.

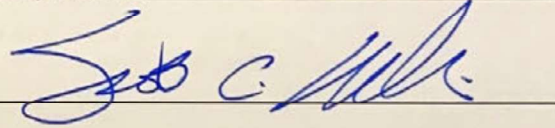
INDEMNITOR:

ATTEST: 

Corporate Secretary
Jeffery Erb
(Print Name of Secretary)

(SEAL) 

Company Name: JAX LNG, LLC

By: 

Scott Miller

(Print Name of Pres./Vice Pres.)

Title: VP & Chief Financial Officer
(Print)

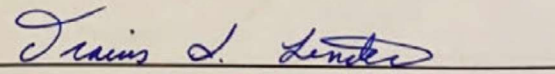
30th day of November, 2023

SURETY:

Company Name: National Indemnity Company

ATTEST:
See Power of Attorney

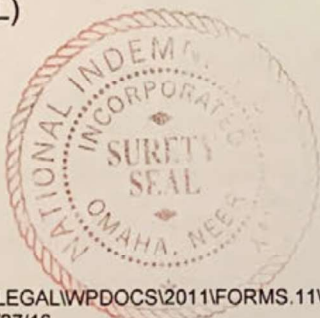
(SEAL)

By: 

Travis S. Linder

Title: Attorney-in-Fact
(Print)

29th day of November, 2023



POWER-OF-ATTORNEY

NATIONAL INDEMNITY COMPANY

1314 DOUGLAS STREET, SUITE 1400, OMAHA, NEBRASKA 68102-1944
(402) 916-3000

KNOW ALL MEN BY THESE PRESENTS: This Power-of-Attorney is not valid unless attached to the duly-executed bond that it authorizes. This Power-of-Attorney specifies **THE AUTHORITY OF THE ATTORNEY-IN-FACT** and **THE LIABILITY OF NATIONAL INDEMNITY COMPANY, WHICH SHALL NOT EXCEED:**

TWENTY THOUSAND AND 00/100 DOLLARS
(\$ 20,000.00)

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, State of Nebraska, does hereby make, constitute and appoint Travis S. Linder in the City of Omaha, County of Douglas, State of Nebraska, its true and lawful attorney-in-fact, at Omaha, in the State of Nebraska, to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds and undertakings, provided that the liability of the Company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

THIS POWER VOID IF ALTERED OR ERASED

The acknowledgement and execution of any such document by the said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly-elected officers of this Company.

This Power of Attorney is granted, and is signed and sealed by original signature, under and by the authority of the following Resolution adopted by the Executive Committee, as duly authorized by the Board of Directors of NATIONAL INDEMNITY COMPANY, at a meeting duly called and held on the 15th day of March, 2017:

RESOLVED, That the President, any Vice President or the Secretary shall have the power and authority to (1) appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

FURTHER RESOLVED, That any Surety Administrator or Surety Underwriter shall have the power and authority to appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company any license bond with a limit of \$10,000 or less.

FURTHER RESOLVED, That any Surety Administrator shall have the power and authority to appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company (1) any bond, except an appeal bond, with a limit of \$10,000 or less and (2) any license bond with a limit of \$50,000 or less.

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its Senior Vice President this 29th day of November, 2023.

NATIONAL INDEMNITY COMPANY



BY Thomas L. Young
(Name) Thomas L. Young
(Title) Senior Vice President

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.:

On this 29th day of November, 2023, before me, a Notary Public, personally appeared Thomas L. Young, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as Senior Vice President of said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Qi Li
Notary Public, Nebraska

1. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.
2. THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES.

This Power Can Only Be Used in The State of: FLORIDA
This Power Can Only Be Used For The Following Oblige(e)s: BROWARD COUNTY PORT EVERGLADES DEPARTMENT
Bond Title or Description: INDEMNITY AND PAYMENT BOND
Principal or case reference: JAX LNG, LLC

Certificate No.:470080-5359024-005

VOLUNTARY DOCUMENT OF COMPLIANCE CERTIFICATE

Issued for voluntary compliance with the requirements of Title 33, Code of Federal Regulations (CFR) Part 96 Subpart B, under the authority of

THE UNITED STATES OF AMERICA

by the **AMERICAN BUREAU OF SHIPPING**

Name and address of the Company: **MCALLISTER TOWING LNG SERVICES, LLC**
(see paragraph 1.1.2 of the ISM Code)

17 BATTERY PLACE SUITE 1200

NEW YORK NY 10004 United States

Company identification number: **6240324**

THIS IS TO CERTIFY THAT that the Safety Management System of the above named company has been audited and complies with the requirements of 33 CFR 96, Subpart B. Any exceptions or interpretations that have been allowed in variation of the specified requirements in 33 CFR 96, are listed on pages 3 and 4 of this certificate, for the types of ships listed below (delete as appropriate):

- ~~Passenger Ship~~ ~~Other Cargo Ship: Tug~~
- ~~Passenger high Speed Craft~~
- ~~Cargo High Speed Craft~~
- ~~Bulk Carrier~~
- ~~Oil Tanker~~
- ~~Chemical Tanker~~
- ~~Gas Carrier~~
- ~~Mobile Offshore Drilling Unit~~

THIS DOCUMENT OF COMPLIANCE is valid until 25 July 2027, subject to periodical verification.

Completion date of the audit on which this certificate is based : 26 July 2022

Issued at: New York and New Jersey, United States
(place of issue of the document)

Date of Issue: 26 July 2022
(dd/mmm/yyyy)



Electronically Signed By
True, Josiah, Boston Station
(Surveyor, American Bureau Of Shipping)
(Signature of the duly authorized official issuing the certificate)

ENDORSEMENT FOR ANNUAL VERIFICATION OF SMS

THIS IS TO CERTIFY that, according to the requirements of Title 33, Code of Federal Regulations (CFR), Part 96, Subpart C, the company's safety management system was found to comply with 33 CFR, Part 96, Subpart B, as modified in the Voluntary Document of Compliance listings.

1st ANNUAL VERIFICATION

Signed: Alex Kopacz
(Signature of authorized official)
Place: New York, N.Y.
Date: 14 September 2023

2nd ANNUAL VERIFICATION

Signed: Alex Kopacz
(Signature of authorized official)
Place: New York, N.Y.
Date: 18 September 2024

3rd ANNUAL VERIFICATION

Signed: _____
(Signature of authorized official)
Place: _____
Date: _____


4th ANNUAL VERIFICATION

Signed: _____
(Signature of authorized official)
Place: _____
Date: _____



Listing of Exceptions or Interpretations for certification of a company's Safety Management System as attachment to a U.S. authorized Voluntary Document of Compliance Certificate:

Continued listing of Exceptions or Interpretations for certification of a company's Safety Management System as attachment to a U.S. authorized Voluntary Document of Compliance Certificate:

	Author: M. M. Millar	Document Number: SA-99-999-101
	Revision: 5.0	Date: August 03, 2023

Safety Rules

1. Purpose


- 1.1 To establish safety rules for all persons aboard McAllister vessels.

2. Responsibility

- 2.1 The DPA is responsible for reviewing, updating and maintaining the Safety Rules, and distributing revisions to the Safety Rules as needed.
- 2.2 General Managers are responsible for ensuring that vessel and shore-side personnel follow the Safety Rules.
- 2.3 Marine Personnel Manager is responsible for issuing each new employee a copy of the Safety Rules during new hire orientation.
- 2.4 The Master is responsible for implementing and ensuring that all crew adhere to the Safety Rules aboard the vessel.
- 2.5 All McAllister employees must follow the Safety Rules at all times.

3. Procedure


- 3.1 Employees will support this policy, and operate safely and in full compliance with all safety regulations.
- 3.2 Report all incidents, injuries, illnesses, accidents, unplanned discharges or unsafe conditions, regardless of how slight.
- 3.3 Exercise your Stop Work Responsibility (SA-99-999-960) when unsafe conditions exist.
- 3.4 Never engage in horseplay or practical jokes.
- 3.5 Never allow unauthorized personnel aboard the boat or tow.
- 3.6 PAY ATTENTION. Be alert to everything and everyone as you perform your task.
- 3.7 Identify and avoid being caught in Bights and Snap-Back Zones.
- 3.8 Close and dog all exterior watertight doors while underway.
- .1 Each crew member must review their Station Bill assignments aboard the vessel and be prepared to respond in an emergency.
- 3.9 Follow recommended PPE guidance (SA-99-999-200, and MCA-715 PPE Matrix)

	Author: M. M. Millar	Document Number: SA-99-999-101
	Revision: 5.0	Date: August 03, 2023

3.10 Use of tobacco

- .1 Smoke and vaporizers are to only be used in the designated smoking area. Observe strict adherence to Designated Smoking Area procedure SA-99-999-150. You are NOT permitted to smoke when:
- In staterooms and/or personal sleeping quarters;
 - In enclosed spaces served by a common ventilation system;
 - While painting or mixing paint;
 - When using aerosol cans;
 - When handling flammable products.
 - Exterior decks while alongside any tank ship or tank barge, at or alongside any dock, pier or loading facility, or engaged in fueling operations.

Uncontrolled Document

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

(2) 90 days from the date of hire for Shore-side and Office personnel.

11.3 Required Performance Evaluations.

.1 Performance Evaluations are required annually for all employees.

.2 Evaluations are also required in various circumstances:

- (1) In conjunction with any Compensation Review;
- (2) Upon promotion or demotion; and,
- (3) At any time deemed necessary to address and correct performance deficiencies.

.3 A Performance Evaluation must be completed before changes in compensation, promotion or demotion can be authorized.


ASSOCIATED FORMS
➤ Performance Evaluation – Captain (MCA-352)
➤ Performance Evaluation – Mate (MCA-354)
➤ Performance Evaluation – Deckhand (MCA-358)
➤ Performance Evaluation – Engineer (MCA-362)
➤ Performance Evaluation – General Manager (MCA-320)
➤ Performance Evaluation – Office Management (MCA-322)
➤ Performance Evaluation – Office Non-Management (MCA-323)

11.4 Rating Chain.


- .1 Each Performance Evaluation includes sections to be completed by the employee, the supervisor and the General Manager. Employees and their respective supervisors are shown in the table on the next page.
- .2 When rating an employee, the supervisor shall consult with other supervisory personnel with whom the employee worked during the evaluation period.

EMPLOYEE	SUPERVISOR
Captain	Port Captain, Operations Manager or equivalent
Mate	Captain
Engineer	Captain
Deckhand	Captain
General Manager	President
Shore-side Management Personnel	General Manager
Shore-side Non-Management Personnel	Shore-side Management


12. Drugs and Alcohol – General

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019


- 12.1 This subject is addressed in the “Employee Handbook for Office and Shoreside Personnel” (Ref. Section 7.5). This chapter of the Operations Manual addresses the same subject, but also expands upon it where regulatory and customer expectations impose requirements for Marine Personnel in excess of those applicable to Office and Shoreside Personnel. Where clarifications of applicability are needed, text is accompanied by the notations: **(O)** meaning applicable to Office and Shoreside Personnel; **(M)** meaning applicable to Marine Personnel.
- 12.2 McAllister Towing (McAllister) is committed to maintaining a substance-abuse free workplace, whether aboard vessels or at shoreside offices and facilities. Substance abuse is not only contrary to this commitment, but it represents the introduction of avoidable risks that jeopardize the safety of individuals and property within our own company, and which may also adversely affect our customers’ personnel and property. Regardless of the extent, these risks are completely unacceptable.
- 12.3 Policies. The following policies support McAllister’s commitment to maintaining a substance-abuse free workplace.
- .1 **Illicit Drugs, Drug Equipment and Drug Paraphernalia** – Use, possession, sale, manufacture, distribution, concealment or transport on Company or customers’ premises is strictly prohibited. **(O&M)**
 - .2 **Intoxication** – No employee shall report for duty in an intoxicated condition, become intoxicated while on duty, or have in his/her possession any intoxicants for personal use or for the distribution to, and/or consumption by others. **(O&M)**
 - .3 **Medications** – The use of prescription and non-prescription (over-the-counter) drugs by employees performing High Risk Jobs must be approved by a Designated Health Care Practitioner (DHCP) in accordance with the procedure outlined in Section 13 of this chapter. Other office and shore-side employees are responsible for ascertaining whether prescribed and non-prescribed medications may interfere with safe job performance and avoiding use or modifying their activities accordingly. **(O&M)**
 - .4 **Drug and Alcohol Testing** – Marine personnel subject to drug and alcohol testing in accordance with the federally mandated requirements set forth in 46 CFR Parts 4, 5 and 16, 33 CFR Part 95 and 49 CFR Part 40 must execute an Acknowledgement and Consent Form (MCA-395) and submit to testing within specified time frames whenever such testing may be required. The substitution or alteration of any urine, blood or other sample used for testing is strictly prohibited. **(M)**
 - .5 **Policy or Procedure Violation** – McAllister drug and alcohol policies and procedures embody the principle of “Zero Tolerance,” meaning that no amount of prohibited substances will be tolerated. Failure to comply is grounds for immediate termination. **(O&M)**

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

- 12.4 **Definitions** – The federal regulations that apply to drug and alcohol testing include numerous definitions. The ones frequently associated with the procedures in this manual are listed below.
- .1 **Company** – The Human Resources Department or General Manager.
 - .2 **Designated Employer Representative (DER)** – An employee authorized by the Company to:
 - (1) Take immediate action(s) to remove, or cause to be removed, employees from safety-sensitive duties;
 - (2) Make decisions required by testing and evaluation processes; and,
 - (3) Receive test results and other communications on behalf of the employer, consistent with the requirements of applicable federal regulations.
 - .3 **Designated Health Care Practitioner (DHCP)** – A health care provider (e.g., physician, physician assistant, registered nurse, etc.) contracted by the Company, pursuant to Section 12.6 of this chapter, to review Medication Review Forms and issue determinations in response thereto.
 - .4 **High Risk Employee** – An employee in a position requiring the performance of a High Risk Job, including, but not limited to vessel crewmembers holding USCG Merchant Mariner Credentials (MMC) and any shore-side personnel with such credentials who may be assigned to vessels from time to time.
 - .5 **High Risk Job** – High Risk Jobs are those with a high exposure to catastrophic operational incidents and have a direct role in operations where errors could result in serious harm to the public, the employee’s well-being, Company assets, or the environment. This includes jobs with no direct or very limited supervision available to provide operational checks and other jobs that are typically identified as safety sensitive.
 - .6 **General Risk Job** – General Risk Jobs are those with low exposure to catastrophic incidents and indirect roles in operations such that errors are limited in their capacity to result in serious harm to the public or employee well-being, Company assets or the environment; or have a direct operational role, but the manner in which they are performed limits the likelihood of catastrophic consequences arising from errors (e.g., under continual supervision). This category includes shore-side personnel not holding a USCG MMC.
 - .7 **Legal drugs or Medications** – Those prescribed and non-prescribed (“over-the-counter”) drugs and medications which:
 - (1) Are legally obtainable;
 - (2) Have been legally obtained by the employee;
 - (3) Are being used by the employee for the purposes for which they were prescribed or manufactured;
 - (4) Are in the employee’s possession in quantities not exceeding amounts needed for personal use in accordance with instructions of the prescribing physician or manufacturer; **AND**,

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

- (5) Have been approved for the employee's use by the DHCP contracted by the Company.
- .8 **Medical Review Officer (MRO)** – A licensed physician responsible for receiving and reviewing laboratory results generated by the Company's drug testing program and evaluating medical explanations for certain drug test results.
- .9 **Personnel** – Any Company employee, agent, or Subcontractors' employee(s) employed or engaged for the Company and/or for any of its clients.
- .10 **Prohibited Substances** – For purposes of this Policy, "prohibited substance(s)" means any illegal or unlawfully obtained drugs or controlled substances; "designer" or synthetic drugs, including but not limited to synthetic cannabinoids (e.g., "K2," "Spice" or "Herbal Incense") and/or synthetic cathinones (e.g., "Bath Salts," "Vanilla Sky," or "Ivory Wave"); "over the counter" or prescribed medications not being used for purposes or in the manner intended; mood or mind-alerting substances; and alcoholic or intoxicating beverages.
- .11 **Reasonable Suspicion** – A reasonable and articulable belief that an employee has used a prohibited substance based on direct observation of specific, contemporaneous physical, behavioral, or performance indicators of probable use. Where practicable, this belief will be based on observations of the individual by two persons in supervisory positions.
- .12 **Refusal to Test** – Refusal to submit to a drug and/or alcohol test required by this Policy; refusal to provide a written consent and authorization for the release of test result if required; failure to cooperate during the testing procedure, including the alteration or substitution of a specimen; or engaging in any other conduct, which constitutes a "refusal to test" as defined in 49 CFR § 40.191.
- .13 **Safety Sensitive Position** – Any position that requires the person filling that position to perform one or more safety sensitive duties on a routine or emergency basis. All vessel crewmembers hold safety sensitive positions.
- .14 **SAMHSA** – The Substance Abuse & Mental Health Services Administration, an agency of the U.S. Department of Health and Human Services.
- .15 **Substance Abuse Professional (SAP)** – A person who evaluates employees who have violated a DOT drug and/or alcohol regulation and who makes recommendations concerning education, treatment, follow-up testing, and aftercare.
- .16 **Under the Influence** – The presence of a prohibited substance, or metabolites of a prohibited substance in body fluids above the cut-off level established by this policy and/or applicable federal regulation, and/or detectable behavior or actions indicative of diminished capacity. Symptoms of the latter include but are not necessarily limited to slurred speech or difficulty in maintaining balance.

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

13. Drug Disclosure, Clearance and Conditions for Use (M)


13.1 Prescription and non-prescription (over-the-counter) drugs and medications often have side effects that have the potential to interfere with the safe and effective performance of duties and/or the operation of equipment (e.g., impaired or altered alertness, sensory perception, reflexes, mobility, equilibrium, cognitive function, etc.). The following procedures are set forth to foresee, assess and manage this risk.

13.2 Disclosure.

- .1 An employee taking or in possession of prescription or over-the-counter drug or medication that may affect their ability to perform essential functions of their job is responsible for obtaining a notice of clearance prior to reporting to a vessel or other place of work.
- .2 This clearance is obtained by the employee completing and submitting a "Medical Review Form" to the DHCP contracted by the Company. The form is available from the HR Department. Submittal is made directly by the employee to the DHCP.

13.3 Clearance.


- .1 Upon receipt, the Company's DHCP will review the Medication Review Form to determine whether the employee's use of the listed prescription and/or over-the-counter drugs and medications:
 - (1) Produces effects which may increase the risk of accidents, incidents or personal injury to the employee or other persons; or,
 - (2) Is for the treatment of a condition that disqualifies the employee under USCG Regulations from performing his/her job duties.
- .2 When there is the possibility that a disqualifying condition is being treated, the employee may be contacted by the DHCP to provide additional information or clarification. It is the employee's responsibility to respond promptly to any such request. All communications involved are between the employee and the DHCP.
- .3 The DHCP will issue a written notice to the Company when the evaluation of all drugs and medications is completed. This notice will include one of the following statements:
 - (1) **"Medical Review – Cleared"**, issued when it has been determined that none of the prescription or over-the-counter drugs or medications listed on the Medication Review Form is for the treatment of a disqualifying condition as defined by the USCG and produces no effects that may increase the risk of accidents, incidents or personal injury to the employee or others.
 - (2) **"Medical Review – Not Cleared"**, issued when it has been determined that one or more of the prescription or over-the-counter drugs or medications listed on the Medication Review Form is for the treatment of a disqualifying condition as defined by the USCG or produces effects that may increase the risk of accidents, incidents or personal injury to the employee or others.

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

- .4 The Company will inform the employee of his/her status upon receipt the written notice from the DHCP. Any employee not advised of his/her status within 10 days of submitting the required Medical Review Form shall contact the HR Department.
- .5 The Company reserves the right to restrict the work activity of any employee until such time as the DHCP clears the employee to safely perform the employee's job duties.
- .6 Copies of an employee's Medication Review Form and any additional information requested by the DHCP to assess whether the employee is cleared to work will be reviewed and kept only by the DHCP. Any written determination/correspondence from the DHCP in response thereto will be kept in the employee's confidential medical file in the HR Department. The DHCP shall not provide copies of medical records obtained in the medication review process to the Company unless required by lawful subpoena or other legal process, and only with the express written permission of the employee accompanied by an executed HIPAA release.

13.4 Conditions for Use.

- .1 **Quantity** – Employees should only be in possession of medication necessary for a normal work rotation.
- .2 **Container** – All prescription medication MUST be secured in its original container or in a tamper proof vial provided by the pharmacist commonly referred to as a “day carrier.”
- .3 **Label** – Regardless the container type, it MUST have a label indicating the employee's name, the prescribing doctor, a prescription number and the date the prescription was filled.
- .4 **Control** – The employee who has received a medical clearance for the use of prescription and/or non-prescription (over-the-counter) medications shall either maintain such medications in his/her possession or store them so as to control their accessibility and must never knowingly permit their use by any other person.
- .5 **Consumption** – The employee shall strictly follow the instructions included with over-the-counter medications or directed by the prescribing doctor in the case of prescription medications (i.e., dosage, frequency, time, circumstances, etc.).
- .6 **Validity** – Medical clearances remain in effect until such time as there are any changes to the prescription or non-prescription (over-the-counter) medications listed on the Medical Review Form. Changes include the addition or elimination of any medication, alterations in dosages or adjustments in the frequency or circumstances for use. Change does not include the substitution of generic for proprietary (brand name) prescription drugs. The employee is responsible for immediately informing the Company of any changes and for submitting a revised Medical Review Form to initiate the clearance process described in paragraph 13.3 above. The Company

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

reserves the right to temporarily re-assign High Risk Employees to a General Risk Job pending receipt of a written notice of findings from the DHCP.

13.5 Violations.

- .1 Any employee who fails to adhere to the policies and procedures set forth in Sections 12 and 13 of this Chapter will be subject to disciplinary action up to and including termination of employment.
- .2 A High Risk Employee failing to adhere to these same policies and procedures will be immediately removed from his/her position and, at the Company's discretion, may or may not be reassigned General Risk duties pending determination of the disciplinary action to be taken.

14. Drug Testing Requirements

14.1 General. (O&M)


- .1 Drug and alcohol testing is required in various circumstances for different categories of employees, as summarized in the table below.

JOB CATEGORY	CIRCUMSTANCE			
	PRE-EMPLOYMENT	*RANDOM	POST-ACCIDENT	REASONABLE SUSPICION
High Risk <i>(all vessel personnel)</i>	X	X	X	X
General Risk				

- .2 By definition, Office and Shoreside Personnel are "General Risk"; Marine Personnel are "High Risk."

14.2 Pre-Employment Testing and Checks.

- .1 Following a conditional offer of employment as set forth in Section 8.9 of this Policy, all applicants for employment must take a drug and alcohol test conducted by a laboratory certified by SAMHSA and receive a negative test result prior to any offer of employment being made. A prospective crewmember that submits a urine sample will not be employed or engaged onboard a Company vessel until negative test results are confirmed. **(M)**
- .2 A pre-employment drug test may be waived if (a) the prospective crewmember has passed a DOT drug test within the previous six (6) months and has had no positive tests within those six (6) months or (b) the prospective employee has been subject to random drug test program in accordance with USCG regulations for at least 60 of the preceding 185 days, did not have any positive test results, and did not refuse to take a required test. In either of these cases, the prospective crewmember must provide to the Company documentation that supports either of the exemptions. This documentation may come in the form of a letter from a previous marine


	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

employer or in the form of a drug test result that has been verified by a qualified MRO. **(M)**

- .3 Following a conditional offer of employment and pursuant to Section 8.9.7(4) of this Policy, with respect to employees seeking to begin performing safety sensitive duties for the first time (i.e., new hires or employees transferring into safety-sensitive positions for the first time), and in accordance with 49 CFR § 40.25, McAllister, after obtaining the written consent of the employee, will request the following information from DOT-regulated employers who have employed the employee during any period during the two (2) years preceding the date of the employee's application or transfer **(M)**:
 - (1) Alcohol tests with a result of .04 or higher alcohol concentration;
 - (2) Verified positive drug tests;
 - (3) Refusals to be tested (including adulterated or substituted samples);
 - (4) Other violations of DOT agency drug and alcohol testing regulations; and
 - (5) With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements.
- .4 If the employee refuses to provide written consent to request this information, that employee will not be permitted to perform safety-sensitive functions. **(M)**

14.3 Random Testing. **(M)**


- .1 All employees assigned to duties on a vessel, as well as individuals who may be but are not currently assigned to such duties, are subject to random testing.
- .2 Random testing will occur through a scientifically valid method as set forth in 46 CFR § 16.230(c). This scientifically valid selection method is conducted by American Maritime Safety, Inc. ("AMS") using RandomWare, a computer software satisfying USCG regulatory requirements. Selections will be based on an annual rate consistent with 46 CFR § 16.230(e) and (f). Each marine crewmember will have an equal chance of being tested each time selections are made and a crewmember's chance of selection will continue throughout his or her employment. Alternatively, random selection may be accomplished by periodically selecting one or more vessels and testing all marine crewmembers; under this method, each vessel will remain equally subject to selection. A certificate of enrollment in the random testing program is posted in each McAllister Vessel. Additionally, when a vessel has been randomly selected and the testing is completed, an additional certificate is issued to the vessel, which is maintained in the Vessel Documentation Book.
- .3 After receipt of random selection notification from AMS, the DER or his designee will confirm receipt of notification within twenty-four (24) hours. Within seven (7) days of the receipt of the notification, the DER or his designee will schedule the random chemical testing to occur within forty-five (45) days of the initial notification date.

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

- .4 All individually selected employees and/or crewmembers working or assigned to potentially work aboard a selected vessel will undergo a random drug and alcohol test.
- .5 The random selection notification from AMS includes a link to an Extenuating Circumstances Form to be used when an individual/vessel cannot be tested due to lay-up, vacation of assigned personnel, leave, etc.

14.4 Post-Accident Testing. (M)

- .1 Post-Accident Testing for Office and Shoreside Personnel is discretionary and discussed in the "Employee Handbook for Office and Shoreside Employees". The procedures that follow below apply only to Marine Personnel.
- .2 In the event of a **serious marine incident** or accident, the General Manager or DER shall require all persons on board the vessel to be chemically tested for evidence of dangerous drugs and alcohol, following the specimen collection and testing requirements of 46 CFR 4.06-3:
 - (1) *Specimens for drug testing* – must be collected within 32 hours of when the incident occurred; and,
 - (2) *Alcohol testing* – must be conducted within 2 hours of the incident occurrence.
- .3 If safety concerns preclude specimen collection and/or alcohol testing within the time periods specified, drug testing specimens must be collected as soon as conditions permit and alcohol testing must be accomplished within eight hours of the incident. The inability to meet either requirement must be documented and explained on the form CG-2692B that must be submitted to the USCG.
- .4 Any refusal to take these tests will result in termination of employment and notification to the appropriate authorities including the USCG.
- .5 If an employee dies as a result of a marine accident, the proper medical authorities will be notified regarding the specimen collection requirements of 46 CFR 4.06-3 in order to obtain the necessary samples.
- .6 A serious marine incident is a marine casualty or accident that results in any of the following:
 - One or more deaths;
 - An injury to a crewmember, passenger, or other person that requires professional medical treatment beyond first aid, and, in the case of a person employed on board a vessel in commercial service, which renders the individual unfit to perform routine vessel duties;
 - Damage to property in excess of \$100,000;
 - Actual or constructive total loss of any vessel subject to inspection under 46 USC 3301;

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

- Actual or constructive total loss of any self-propelled vessel, not subject to inspection under 46 USC 3301, of 100 gross tons or more;
- A discharge of oil of 10,000 gallons or more into the navigable waters of the United States, as defined in 33 USC 1321;
- A discharge of a reportable quantity of a hazardous substance into the navigable waters of the United States;
- A release of a reportable quantity of a hazardous substance into the environment of the United States.


- .7 In the event of a **non-serious marine incident** or accident for which the Company requires testing, the General Manager or DER shall not use a Federal CCF for the drug test but can do a non-DOT drug test.

14.5 Reasonable Suspicion/Cause Testing.

- .1 If a supervisor suspects that a marine employee is using a dangerous drug or alcohol, the employee will be required to submit to a drug and/or alcohol test. **(M)**
- .2 In cases where McAllister has reasonable cause to believe that an employee is using, has used, or has in his/her system the presence of any detectable amount of drugs or alcohol, reasonable cause testing will be conducted in accordance with 46 CFR § 16.250 for drugs and 33 CFR § 95.035 for alcohol. These criteria require testing when there is a reasonable and articulable belief that the individual has used a dangerous drug or is intoxicated. This belief will be based on direct observation of specific, contemporaneous physical, behavioral, or performance indicators of probable use. Where possible, the concurrence of two (2) supervisors and/or superiors who were direct observers of the reasonable cause incident will be sought. Reasonable cause testing may consist of drug and/or alcohol tests, as determined by the supervisor's assessment of the incident. All such cases will be documented, along with any refusals to comply with the testing, should that occur. **(M)**
- .3 Reasonable suspicion testing for Office and Shoreside Personnel is more discretionary and is discussed in detail in the "Employee Handbook for Office and Shoreside Personnel".


14.6 Drug and Alcohol Testing Protocols.

- .1 Each General Manager must appoint a DER and provide the name of the appointee to the Compliance Department.
- .2 Drug testing done pursuant to applicable USCG and DOT regulations will test for the following substances and/or their metabolites at or above the cutoff levels set forth in 49 CFR § 40.87:
- (1) Amphetamines and methamphetamine (includes MDMA, MDEA MDA);
 - (2) Marijuana;
 - (3) Opiate and/or derivatives
 - (4) Cocaine;
 - (5) Phencyclidine (PCP)

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

- .3 Regardless of the circumstances that may prompt drug testing, collection of samples and drug tests will be conducted according to applicable USCG (46 CFR Parts 4, 5 & 16) and DOT (49 CFR Part 40) regulations. When initial screening of the specimen produces a positive result, a confirmatory test will be performed by the laboratory using gas chromatography-mass spectrometry (GC-MS).
- .4 All samples that are collected under this policy will be sent to a lab certified by the U.S. Department of Health and Human Services, Substance Abuse & Mental Health Services Administration (SAMHSA).
- .5 McAllister reserves the right, under 49 CFR 40.197, to have negative dilute drug tests recollected. If a negative dilute drug test result is returned, McAllister will require that the employee immediately be retested. The second test will be the official test of record. The test will not be a direct observation unless there is another basis for a direct observation. Refusal to take the retest will be treated the same as refusing to take the initial test.
- .6 Except as otherwise provided for by the USCG and DOT regulations, McAllister will not release individual test results or other personal information unless approved by the HR Department. Individual test results may be released if the individual tested signs a specific authorization for the release of the results to an identified person and an individual tested under this program may receive the results of the test.
- .7 Drug testing services for McAllister are provided by:

American Maritime Safety, Inc.
199 Main Street, 7th Floor
White Plains, New York 10606-4025
Tel: (914) 997-2916
- .8 Alcohol testing shall be conducted in conjunction with any drug tests that may be required. The regulations contained in 33 CFR 95 set forth the criteria for determining when an individual is under the influence of alcohol, specifically:
 - (1) A Blood Alcohol Concentration (BAC) of .04% or more, by body weight; or,
 - (2) The effect of the intoxicant consumed is apparent by observation of an individual's manner, disposition, speech, muscular movement, general appearance or behavior.
- .9 Alcohol testing may be conducted by the same medical service and/or laboratory used for chemical drug testing, or by General Managers, DERs or Captains when such services are not available within the time period set forth in the regulations. All testing methods and procedures will follow the guidelines contained in USCG Regulations 46 CFR Parts 4, 5 & 16 and 33 CFR Part 95. McAllister currently uses one if either two devices for this purpose:
 - (1) OraSure Technologies Q.E.D. Salvia Alcohol Test (positive result being any reading \geq 10 mg/dl)

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

(2) Alco-Sensor RBT IV handheld breath alcohol tester (positive result being any reading > 0.00)


- .10 In addition to testing based on breath or saliva samples, BAC may also be determined through collection of blood samples; however, such testing may only be conducted by qualified medical personnel.

14.7 Test Results Management and Disposition.

- .1 If an employee's sample tests positive for any drug under the guidelines set forth in this policy, the result will be examined by a MRO who will contact the individual involved in order to determine if there is a legitimate medical explanation that would account for the positive result.
- (1) If the MRO determines that a legitimate medical explanation exists for the positive result, the MRO will verify the test result as negative.
 - (2) If the test result is verified by the MRO as positive, the port General Manager or DER will be notified.
 - Job applicants will be denied employment.
 - Current employees will be terminated and relieved of all safety sensitive duties immediately.
 - Job applicants and current employees receiving a positive test result will be provided with a **SAP Referral Letter**.
- .2 Pursuant to 46 CFR § 16.201(c), The General Manager or DER will notify the USCG in writing of all positive, adulterated, substituted or refused drug and/or alcohol test of any individual who holds a Merchant Mariner Credential (MMC) or Certificate of Registry (COR) issued by the USCG:
- (1) Positive test results will be reported both for present and prospective employees;
 - (2) This written report will be made regardless whether a prospective employee was hired or not if the position is one where a license, COR or MMC is required;
 - (3) All drug and alcohol test results will be reported for all persons tested following a serious marine incident regardless of whether the tested individual holds USCG issued credentials.

14.8 Drug and Alcohol Testing Records and Documentation.


- .1 The General Manager shall ensure that the DER in the port maintains all records and documents required under the regulatory standards governing a Marine Employer's Drug and Alcohol Testing Program:
- (1) **Positive Test Results and/or Test Refusals** – Retain for at least 5 years.
 - (2) **Negative Test Results** – Retain for at least 1 year.
 - (3) **Pre-Employment Records** – Retain for at least five years as evidence that all employees passed a drug and alcohol pre-employment test or failed such a test and were denied employment as a result.
 - (4) Record of All Testing Performed:

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

- Records related to the alcohol and drug collection process. These include, documents related to random selections, reasonable suspicion determinations, and post-accident determinations; medical evaluations for insufficient amounts of urine; and supervisor and employee education training records.
 - Retain for three years after the termination of employment.
- (5) McAllister Document No. MP-99-999-700, Acknowledgement and Consent Form – Retain for three years after the termination of employment.
- .2 Copies of the records above must be forwarded to the Compliance Department, Compliance Administration Coordinator at least once a month or when tests have been completed, whichever is more frequent.
- .3 The Compliance Administration Coordinator shall maintain a listing of all employees and job applicants that have either failed a drug or alcohol test, or have refused to submit to one as ordered.

15. Drug or Alcohol Abuse – Admission and Rehabilitation


- 15.1 McAllister encourages its employees to admit to drug and/or alcohol addiction to avoid injuries and accidents. As an adjunct to the Company's Employee Assistance Program (EAP), McAllister will work with any individual who admits to having a drug or alcohol abuse problem, within the framework provided by the various applicable regulations.
- 15.2 Crewmembers and supervisory personnel will be provided literature that includes the effects and consequences of drug and alcohol use on personal health, safety, and work environment, and the manifestations and behavioral cues that may indicate drug and alcohol use and abuse. Supervisory personnel will receive at least one hour of training in this regard.
- .1 The training is provided by American Maritime Safety. It can be arranged through direct contact or with the help of the Compliance Department. See paragraph 14.6.7 for contact details.
- .2 A trainer from American Maritime Safety will come to the port, deliver the required training, and forward certificates of completion to the Compliance Department for distribution.
- .3 In addition to distributing the course completion certificates, the Compliance Department makes an entry in HRIS to document each of the employee's successful completion of this required training.
- 15.3 Employees that admit to an addiction to alcohol, drugs or prescription medications fall into two general categories that help to determine what action can and should be taken – those that hold USCG licenses and/or documents and those that do not.
- 15.4 For admitted drug or alcohol abusers that do not hold USCG issued credentials, McAllister will take the following action:
- .1 Remove the individual from any safety sensitive duties;

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

- .2 Work with the individual to identify, enroll in and complete a bona fide substance abuse rehabilitation program, including the coordination of any post-program testing and monitoring (all extra costs to be paid by the individual involved);
 - .3 Ensure that the employee submits to, and successfully passes all required testing, the failure to do either to result in immediate termination; and,
 - .4 Safeguard the privacy of the employee in all actions taken.
- 15.5 For admitted drug or alcohol abusers that hold a USCG issued license or document:
- .1 Remove the individual from any safety sensitive duties;
 - .2 Encourage the individual to engage with the USCG to seek a Voluntary Deposit of all agency issued professional credentials and to reach an agreement on an appropriate rehabilitation program;
 - .3 Upon confirmation that a Voluntary Deposit has been accepted, coordinate any required testing or monitoring through the General Manager or DER, with all associated expenses to be paid by the individual involved;
 - .4 Receive and act upon the recommendations of the MRO and/or Substance Abuse Professional regarding the individual's employment reinstatement when all rehabilitation criteria have been met; and,
 - .5 Handle all actions with professionalism and respect for the individual.
- 15.6 Additional Notes.
- .1 The USCG will not enter into a Voluntary Deposit agreement with any mariner who seeks such an agreement as a means to negate the results of a required drug or alcohol test, or to avoid submitting to a test that has been ordered.

16. Weapons. (O&M)

- 16.1 With the exception of necessary marine tools, such as folding blade knives (4" maximum blade length) and marlinspikes for marine personnel who have a business need for such tools, employees are prohibited from possessing weapons of any description while on McAllister Towing property or while performing McAllister Towing business off the property at any time (including McAllister Towing-sponsored events). Weapons include, but are not limited to, firearms, explosive materials, or any other dangerous weapon, hazardous device or substance, regardless of type.
- 16.2 The only exception to this policy will be those persons who have been given written consent by a Vice President or General Manager of McAllister Towing to carry a weapon on McAllister Towing property or to carry a weapon while conducting McAllister Towing business off of the property. The official granting such consent shall inform the Vice President and General Counsel of this action.

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

17. Searches and Inspections. (O&M)

- 17.1 Whether on McAllister Towing property or performing services for customers, McAllister supervisors and/or authorized search and inspection specialists, including scent-trained animals may conduct unannounced searches and inspections of company property and/or personnel and their property at any time. That property may include, but is not limited to, the following: wallets, purses, lockers, baggage, offices, desks, tool boxes, clothing, and vehicles.

18. Termination.


- 18.1 Employment at McAllister Towing is "At-Will". Employees and the company may terminate the employment relationship at any time, with or without cause. We ask that employees provide at least two weeks written notice prior to resigning.

- 18.2 Termination of employment, whether voluntary or involuntary, marks the end of the employment relationship between the Company and the employee. A voluntary termination occurs when an employee leaves a job on his or own initiative, as with a resignation or retirement. An involuntary termination is one initiated by the Company, and includes a lay off or discharge. It is the responsibility of the Marine Personnel Manager to ensure that all company property such as life vests, hard hats, keys, cell phone, laptops, etc. are returned to the company at the time of separation.

- .1 Resignation. An employee who decides to resign from a position at the Company should give ample notice of his or her intention to leave, to allow supervisors and managers in the department sufficient time to assess their needs in replacing the individual, and to allow time for processing of final salary and other payments upon termination.
- .2 Discharge. An employee may be discharged for reasons that include, but are not limited to, performance deficiencies, violation of Company policy, failure to adhere to conditions of employment, or serious misconduct. In most cases, a meaningful effort to address the issues will precede discharge though in serious cases discharge may occur without prior corrective action. Supervisors must consult with the Human Resources Department prior to taking such action.

- 18.3 Termination Procedures

- .1 Termination Report. The Marine Personnel Manager must submit the **Termination Report (MCA-331)** to the HR Department in order to terminate an individual's employment. This report should be accompanied with the resignation letter (if available), any disciplinary action documentation, positive drug or alcohol test results and a termination letter (if available).
- .2 Final Payment. Submission of an approved Termination Report results in final payment to an employee, including any final salary payments and any accrued but unused vacation balance. The effective date must be completed to determine final salary payment.

	Author: A. Tebaldi	Document Number: HR-99-999-100
	Revision: 7.0	Date: September 6, 2019

- .3 Continuation of Benefits. A federal law, the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), requires that upon separation of service, employees will be offered the opportunity for a temporary extension of their health and dental plan coverage.

Uncontrolled Document

McAllister Training Matrix Required Course Listing	Marine										Shoreside					Notes				
	Frequency	Master	Mate	2nd Mate	AB/Tankerman	Deckhand	Engineer	Assistant Engineer	Managers/Supervisors	Port Captain	Port Safety Officer	Port Engineers	Mechanics/Yard Personnel	Notes						
Accident/Injury Prevention	3	X	X	X	X	X	X	X						CBT, Safety Meeting						
Barge Retrieval	3	X	X	X	X	X	X	X						Onboard Drill, CBT						
Benzene Awareness	A	X	X	X	X	X	X	X						CBT						
Bloodborne Pathogens	A	X	X	X	X	X	X	X						CBT						
Business Conduct & Ethics	I	X	X	X	X	X	X	X	X	X	X	X	X	Employee Handbook						
Confined Space Hazard Awareness	I/A	X	X	X	X	X	X	X						CBT						
CPR/AED	2	X	X	X	X	X	X	X						CBT, On board Drill						
Crane Operator Certified	I													Shore training course						
Drug and Alcohol Awareness - Employees	A		X	X	X	X	X	X	X	X	X	X	X	CBT						
Drug and Alcohol Awareness - Supervisors	A	X	*						X	*	*	*	*	CBT						
Drug and Alcohol Collector	5	X	X						*	*	*	*	*	Local Contractor						
Emergency Response	3	X	X	X	X	X	X	X	*	*	*	*	*	Shore Drills and Training						
Employee Assistance Program	I	X	X	X	X	X	X	X	X	X	X	X	X	New hire orientation, Employee Handbook						
Ergonomics (Back Care)	5	X	X	X	X	X	X	X	*	*	*	*	*	CBT						
Fall Protection Awareness	2	X	X	X	X	X	X	X	*	*	*	*	*	CBT						
Fire Prevention & Safety	I/3	X	X	X	X	X	X	X	*	*	*	*	*	CBT						
First Aid	2	X	X	X	X	X	X	X	*	*	*	*	*	CBT, On board drill						
Forklift Operator Certified (Powered Industrial Truck Operator Train)	3								*	*	*	*	*	Shore training course						
Hand, Wrist and Finger Safety	I/3	X	X	X	X	X	X	X	*	*	*	*	*	CBT						
Hazard Communication	I/2	X	X	X	X	X	X	X	X	X	X	X	X	CBT						
Hearing Conservation	A	X	X	X	X	X	X	X	*	*	*	*	*	CBT						
Incident Command System (ICS) Basic Training	I	*	*						X	*	*	*	*	CBT, FEMA Training for responders and IMTSMT members						
Incident Investigator Training	I	*							X	*	*	*	*	Shore training course						
Incident Reporting	I	X	X						X	*	*	*	*	New Hire Orientation						
Lockout / Tagout - Maritime	I/A	X	X	X	X	X	X	X	*	*	*	*	*	CBT						
Man Overboard	I	X	X	X	X	X	X	X	*	*	*	*	*	CBT						
Management System Familiarization & Responsibilities	I	X	X	X	X	X	X	X	*	*	*	*	*	New Hire Orientation						
Maritime Cybersecurity	I/3	X	X	X	X	X	X	X	X	X	X	X	X	New Hire Orientation, CBT						
Master Key Control System (MKCS)	I	X	X	X	X	X	X	X	X	X	X	X	X	New Hire Orientation						
McAllister Welcome Aboard	I	X	X	X	X	X	X	X	X	X	X	X	X	New Hire Orientation, CBT						
Navigation Safety	I	X	X	X	X	X	X	X	*	*	*	*	*	CBT						
Oil Discharge Prevention & Contingency Plan	A	X	X	X	X	X	X	X	*	*	*	*	*	On board safety meeting for SOPEP Vessels						
Oil Spill Prevention & Response	5	X	X	X	X	X	X	X	*	*	*	*	*	On board Safety meeting						

McAllister Training Matrix Required Course Listing	Frequency		Marine					Shoreside					Notes					
	5	3	Master	Mate	2nd Mate	AB/Tankerman	Deckhand	Engineer	Assistant Engineer	Managers/Supervisors	Port Captain	Port Safety Officer	Port Engineers	Mechanics or Yard Personnel				
Oil/Hazardous Materials Transfer Procedures			X	X	X	X	X	X	X								Oil Transfer Procedures, Condition of MMC, PIC training	
Permit to Work Procedure Awareness	5		X	X	X	X	X	X	X								New Hire Orientation	
Personal Protective Equipment (PPE)	A		X	X	X	X	X	X	X								GBT	
Planned Maintenance (SINEX) Tutorial Basic	1		X	X	X	X	X	X	X	X	X	X	X	X	X	X	New Hire Orientation, CBT	
Planned Maintenance (SINEX) Tutorial Advanced	1		*	*	*	*	*	*	*								GBT, Company Training	
Qualified Individual Training	1																Shore training course	
Quantitative Respirator Fit Test Administrator Training	1																Shore training course	
Respiratory Protection	I/A		X	X	X	X	X	X	X								GBT	
Safe Line Handling	I/5		X	X	X	X	X	X	X								GBT, On board safety meeting	
Safe Use of Equipment	A		X	X	X	X	X	X	X								Procedure review	
Safety Policy - Health & Safety Plan, Reporting Unsafe Conditions, Selection of PPE	I/A		X	X	X	X	X	X	X	X	X	X	X	X	X	X	Procedure review	
Security General Awareness - Facility	3																	
Security General Awareness - Vessel	3		X	X	X	X	X	X	X								New Hire Orientation	
Security Officer Training - Company (CSO)	1																New Hire Orientation, Safety Meeting and Drills	
Security Officer Training - Facility (FSO)	1																Shore training course	
Security Officer Training - Vessel (VSO)	1		X	*				*									Shore training course	
Sexual Assault Sexual Harassment (SASH)	I/A		X	X	X	X	X	X	X	X	X	X	X	X	X	X	GBT	
Shipyard Competent Person	1					*		*									Shore training course	
Supervisory Skills/Leadership Training	5		*	*				*									Shore training course	
Vessel Familiarization Checklist	1		X	X	X	X	X	X	X								Vessel Familiarization Checklist Form	
Vessel Safety Orientation	1		X	X	X	X	X	X	X								Vessel Safety Orientation Form	
Workplace Health & Hygiene	5		X	X	X	X	X	X	X								New Hire Orientation, CBT	
Tankship Liquid Gas	1		X	X	X	X	X	X	X								Shore training course	
Cargo Systems Training	3		X	X	X	X	X	X	X								OEM provided	

Frequency: 1- Initial; A - Annual; 2 - Every 2 years; 3 - Every 3 years; 5 - Every 5 years
 * General Managers Discretion

Shoreside and Crew training reports are generated twice monthly and distributed to General Managers and Port Compliance personnel.



CLASS CERTIFICATE

POLARIS

Class Number	22281538	IMO Number	9944443
Builder	MASTER BOAT BUILDERS, INC.		
Builder ID	469		

This is to certify that the above has been surveyed in accordance with the Rules of this Bureau and entered in the Record with the Class:

✧A1, Towing Vessel, ✧AMS, ✧ABCU

Additional Notations
BP 54.87 ST, LEV (US), UWILD

18 May 2023

Issue Date

Chief Surveyor

09 February 2027

Expiration Date

Corporate Secretary

NOTE: This certificate evidences compliance with one or more of the Rules, Guides, standards or other criteria of American Bureau of Shipping and is issued solely for the use of the Bureau, its committees, its clients or other authorized entities. The classification certificate is a representation only that the vessel, structure, item of material, equipment or machinery or any other item covered by this certificate has met one or more of the Rules of American Bureau of Shipping. **The certificate is governed by the terms and conditions on the reverse side hereof,** and governed by the Rules and standards of American Bureau of Shipping who shall remain the sole judge thereof.

TERMS AND CONDITIONS

1. The issuance and interpretation of the certificate of classification is subject to the terms and conditions of the "Request for Classification and Agreement" (hereinafter "the Agreement") which are hereby incorporated by reference.

2. REPRESENTATIONS AS TO CLASSIFICATION

Classification is a representation by ABS as to the structural and mechanical fitness for a particular use or service in accordance with its Rules and standards. The Rules of American Bureau of Shipping are not meant as a substitute for the independent judgment of professional designers, naval architects and marine engineers nor as a substitute for the quality control procedures of shipbuilders, engine builders, steel makers suppliers, manufacturers and sellers of marine vessels, materials, machinery or equipment. ABS being a technical society can only act through Surveyors or others who are believed by it to be knowledgeable and competent.

ABS represents solely to the vessel Owner or other client (hereinafter "Client") of ABS that when assigning class it will use due diligence in the development of Rules, Guides and standards and in using normally applied testing standards, procedures and techniques as called for by the Rules, Guides, standards or other criteria of ABS for the purpose of assigning and maintaining class. ABS further represents to the Client of ABS that its certificates and reports evidence compliance only with one or more of the Rules, Guides, standards or other criteria of ABS in accordance with the terms of such certificate or report. Under no circumstances whatsoever are these representations to be deemed to relate to any third party.

3. RESPONSIBILITY AND LIABILITY

It is understood and agreed that the class certificate (hereinafter referred to as "certificate") issued as part of the services rendered under the Agreement is a representation only that the vessel, structure, item of material, equipment or machinery or any other item covered by a certificate has met one or more of the Rules or standards of American Bureau of Shipping and is issued solely for the use of ABS, its committees, clients or other authorized entities. The validity, applicability and interpretation of a certificate issued under the terms of or in contemplation of the Agreement is governed by the Rules and standards of American Bureau of Shipping who shall remain the sole judge thereof. Nothing contained in this certificate or in any report issued in contemplation of this certificate shall be deemed to relieve any designer, builder, owner, manufacturer, seller, supplier, repairer, operator or other entity of any warranty express or implied nor to create any interest, right, claim or benefit in any third party. It is understood and agreed that nothing expressed herein is intended or shall be construed to give any person, firm or corporation, other than the parties hereto, any right, remedy or claim hereunder or under any provisions herein contained; all provisions hereof are for the sole and exclusive benefit of the parties hereto.

4. SUSPENSION AND CANCELLATION OF CLASS

The continuance of the Classification of any vessel is conditional upon the Rule requirements for periodical, damage and other surveys being duly carried out. The Committee reserves the right to reconsider, withhold, suspend, or cancel the class of any vessel or any part of the machinery for noncompliance with the Rules, for defects or damages which are not reported to ABS, for defects reported by the Surveyors which have not been rectified in accordance with their recommendations, or for nonpayment of fees which are due on account of Classification, Statutory and Cargo Gear Surveys. Suspension or cancellation of class may take effect immediately or after a specified period of time.

5. LIMITATION

ABS makes no representations beyond those contained herein and in the provisions of the Request for Classification regarding its reports, statements, plan review, surveys, certificates or other services.

6. HOLD HARMLESS

THE PARTY TO WHOM THIS CERTIFICATE IS ISSUED, OR HIS ASSIGNEE OR SUCCESSOR IN INTEREST, AGREES TO RELEASE ABS AND TO INDEMNIFY AND HOLD HARMLESS ABS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, OR ACTIONS FOR DAMAGES, INCLUDING LEGAL FEES, TO PERSONS OR OTHER LEGAL ENTITIES AND/OR PROPERTY, TANGIBLE, INTANGIBLE OR OTHERWISE WHICH MAY BE BROUGHT AGAINST ABS INCIDENTAL TO, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE, SERVICES PERFORMED OR MATERIAL TO BE FURNISHED UNDER THIS CERTIFICATE, EXCEPT FOR THOSE CLAIMS CAUSED SOLELY AND COMPLETELY BY THE NEGLIGENCE OF ABS, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR SUBCONTRACTORS.

ANY OTHER INDIVIDUAL OR PARTY WHO CLAIMS A RIGHT HEREUNDER OR WHO CLAIMS TO BE A BENEFICIARY OR ANY PORTION OF THE SERVICES RENDERED IN CONTEMPLATION OF THIS CERTIFICATE SHALL ALSO RELEASE ABS AND SHALL INDEMNIFY AND HOLD ABS HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LAWSUITS OR ACTIONS FOR DAMAGES, INCLUDING LEGAL FEES, TO PERSONS AND/OR PROPERTY, TANGIBLE, INTANGIBLE OR OTHERWISE WHICH MAY BE BROUGHT AGAINST ABS BY ANY PERSON OR ENTITY AS A RESULT OF THE SERVICES PERFORMED IN CONTEMPLATION OF THIS CERTIFICATE, EXCEPT FOR THOSE CLAIMS CAUSED SOLELY AND COMPLETELY BY THE NEGLIGENCE OF ABS, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR SUBCONTRACTORS.

7. LIMITATION OF LIABILITY

THE COMBINED LIABILITY OF AMERICAN BUREAU OF SHIPPING, ITS COMMITTEES, OFFICERS, EMPLOYEES, AGENTS OR SUB-CONTRACTORS FOR ANY LOSS, CLAIM OR DAMAGE ARISING FROM ITS NEGLIGENT PERFORMANCE OR NONPERFORMANCE OF ANY OF ITS SERVICES OR FROM BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OF WORKMANLIKE PERFORMANCE IN CONNECTION WITH THOSE SERVICES, OR FROM ANY OTHER REASON, TO ANY PERSON, CORPORATION, PARTNERSHIP, BUSINESS ENTITY, SOVEREIGN, COUNTRY OR NATION, WILL BE LIMITED TO THE GREATER OF A) \$100,000 OR B) AN AMOUNT EQUAL TO TEN TIMES THE SUM ACTUALLY PAID FOR THE SERVICES ALLEGED TO BE DEFICIENT. THE LIMITATION OF LIABILITY MAY BE INCREASED UP TO AN AMOUNT TWENTY-FIVE (25) TIMES THAT SUM PAID FOR SERVICES UPON RECEIPT OF CLIENT'S WRITTEN REQUEST AT OR BEFORE THE TIME OF PERFORMANCE OF SERVICES AND UPON PAYMENT BY CLIENT OF AN ADDITIONAL FEE OF \$10.00 FOR EVERY \$1,000.00 INCREASE IN THE LIMITATION.

8. ARBITRATION

Any and all differences and disputes of whatsoever nature arising out of this certificate, or the services performed in contemplation of this certificate, shall be put to arbitration in the City of New York pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by ABS, one by the Client, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this certificate for hearing and determination. The arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. in the English language. The governing law shall be the law of the State of New York, U.S.A. The arbitrators may grant any relief other than punitive damages which they, or a majority of them, deem within the scope of the agreement of the parties, including, but not limited to, specific performance.

Client shall be required to notify ABS within thirty (30) days of the commencement of any arbitration or any other legal proceeding between it and third parties which may concern ABS's work in connection with this certificate and shall afford ABS an opportunity, at ABS's sole option, to participate in the arbitration.

9. As a U.S. company ABS is obligated to comply with U.S. sanctions laws. In the event of any breach of U.S. sanctions laws on the part of Client, the Owner, the Vessels' Operators or Managers, ABS shall have the right to terminate this Agreement with immediate effect, without liability for any damages.

ADDITIONAL INFORMATION

Major Hull Modification

NEW HULL SECTION DESCRIPTION: _____

DATE OF MODIFICATION: _____

ICE CLASS NOTATION

MAXIMUM ICE DRAUGHT FWD: _____ AMIDSHIPS: _____ AFT: _____

MINIMUM ICE DRAUGHT FWD: _____ AMIDSHIPS: _____ AFT: _____

AUTOMATION NOTATION

NUMBER OF UNATTENDED HOURS: 24

OPERATING RESTRICTIONS

RECORD COMMENTS

ANNUAL SURVEY ENDORSEMENT

Place Jacksonville, FL, United States Date 12 January 2023

Electronically Signed By
Garcia, Israel, Jacksonville Station Surveyor to the American Bureau of Shipping
(Signature)

Place Jacksonville, FL, United States Date 14 February 2024

Electronically Signed By
Green, Douglas, Jacksonville Station Surveyor to the American Bureau of Shipping
(Signature)

Place _____ Date _____

(Signature) Surveyor to the American Bureau of Shipping

Place _____ Date _____

(Signature) Surveyor to the American Bureau of Shipping

INTERMEDIATE SURVEY ENDORSEMENT

Place _____ Date _____

(Signature) Surveyor to the American Bureau of Shipping

EXTENSION OF CLASS CERTIFICATE THIS CLASSIFICATION CERTIFICATE IS EXTENDED UNTIL

Date

Place _____ Date _____

(Signature) Surveyor to the American Bureau of Shipping

Please note that the classification of this vessel is automatically suspended and the certificate automatically becomes invalid, if not endorsed annually within three months of the due date of the annual survey, or if the certificate is not endorsed for completion of the intermediate survey within three months of the due date of the third annual survey.

THIS CERTIFICATE IS NOT A CONFIRMATION OF CLASS



CLASS CERTIFICATE

CLEAN CANAVERAL

Class Number 21279574 IMO Number

Builder FINCANTIERI BAY SHIPBUILDING

Builder ID 790

This is to certify that the above has been surveyed in accordance with the Rules of this Bureau and entered in the Record with the Class:

✱A1, Liquefied Gas Tank Barge

Additional Notations

GCU, NVIC 10-82 Acceptance of Plan Review, NVIC 10-92, RELIQ, UWILD

23 February 2023

Issue Date

Chief Surveyor

30 November 2026

Expiration Date

Corporate Secretary

NOTE: This certificate evidences compliance with one or more of the Rules, Guides, standards or other criteria of American Bureau of Shipping and is issued solely for the use of the Bureau, its committees, its clients or other authorized entities. The classification certificate is a representation only that the vessel, structure, item of material, equipment or machinery or any other item covered by this certificate has met one or more of the Rules of American Bureau of Shipping. **The certificate is governed by the terms and conditions on the reverse side hereof,** and governed by the Rules and standards of American Bureau of Shipping who shall remain the sole judge thereof.

TERMS AND CONDITIONS

1. The issuance and interpretation of the certificate of classification is subject to the terms and conditions of the "Request for Classification and Agreement" (hereinafter "the Agreement") which are hereby incorporated by reference.

2. REPRESENTATIONS AS TO CLASSIFICATION

Classification is a representation by ABS as to the structural and mechanical fitness for a particular use or service in accordance with its Rules and standards. The Rules of American Bureau of Shipping are not meant as a substitute for the independent judgment of professional designers, naval architects and marine engineers nor as a substitute for the quality control procedures of shipbuilders, engine builders, steel makers suppliers, manufacturers and sellers of marine vessels, materials, machinery or equipment. ABS being a technical society can only act through Surveyors or others who are believed by it to be knowledgeable and competent.

ABS represents solely to the vessel Owner or other client (hereinafter "Client") of ABS that when assigning class it will use due diligence in the development of Rules, Guides and standards and in using normally applied testing standards, procedures and techniques as called for by the Rules, Guides, standards or other criteria of ABS for the purpose of assigning and maintaining class. ABS further represents to the Client of ABS that its certificates and reports evidence compliance only with one or more of the Rules, Guides, standards or other criteria of ABS in accordance with the terms of such certificate or report. Under no circumstances whatsoever are these representations to be deemed to relate to any third party.

3. RESPONSIBILITY AND LIABILITY

It is understood and agreed that the class certificate (hereinafter referred to as "certificate") issued as part of the services rendered under the Agreement is a representation only that the vessel, structure, item of material, equipment or machinery or any other item covered by a certificate has met one or more of the Rules or standards of American Bureau of Shipping and is issued solely for the use of ABS, its committees, clients or other authorized entities. The validity, applicability and interpretation of a certificate issued under the terms of or in contemplation of the Agreement is governed by the Rules and standards of American Bureau of Shipping who shall remain the sole judge thereof. Nothing contained in this certificate or in any report issued in contemplation of this certificate shall be deemed to relieve any designer, builder, owner, manufacturer, seller, supplier, repairer, operator or other entity of any warranty express or implied nor to create any interest, right, claim or benefit in any third party. It is understood and agreed that nothing expressed herein is intended or shall be construed to give any person, firm or corporation, other than the parties hereto, any right, remedy or claim hereunder or under any provisions herein contained; all provisions hereof are for the sole and exclusive benefit of the parties hereto.

4. SUSPENSION AND CANCELLATION OF CLASS

The continuance of the Classification of any vessel is conditional upon the Rule requirements for periodical, damage and other surveys being duly carried out. The Committee reserves the right to reconsider, withhold, suspend, or cancel the class of any vessel or any part of the machinery for noncompliance with the Rules, for defects or damages which are not reported to ABS, for defects reported by the Surveyors which have not been rectified in accordance with their recommendations, or for nonpayment of fees which are due on account of Classification, Statutory and Cargo Gear Surveys. Suspension or cancellation of class may take effect immediately or after a specified period of time.

5. LIMITATION

ABS makes no representations beyond those contained herein and in the provisions of the Request for Classification regarding its reports, statements, plan review, surveys, certificates or other services.

6. HOLD HARMLESS

THE PARTY TO WHOM THIS CERTIFICATE IS ISSUED, OR HIS ASSIGNEE OR SUCCESSOR IN INTEREST, AGREES TO RELEASE ABS AND TO INDEMNIFY AND HOLD HARMLESS ABS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, OR ACTIONS FOR DAMAGES, INCLUDING LEGAL FEES, TO PERSONS OR OTHER LEGAL ENTITIES AND/OR PROPERTY, TANGIBLE, INTANGIBLE OR OTHERWISE WHICH MAY BE BROUGHT AGAINST ABS INCIDENTAL TO, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE, SERVICES PERFORMED OR MATERIAL TO BE FURNISHED UNDER THIS CERTIFICATE, EXCEPT FOR THOSE CLAIMS CAUSED SOLELY AND COMPLETELY BY THE NEGLIGENCE OF ABS, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR SUBCONTRACTORS.

ANY OTHER INDIVIDUAL OR PARTY WHO CLAIMS A RIGHT HEREUNDER OR WHO CLAIMS TO BE A BENEFICIARY OR ANY PORTION OF THE SERVICES RENDERED IN CONTEMPLATION OF THIS CERTIFICATE SHALL ALSO RELEASE ABS AND SHALL INDEMNIFY AND HOLD ABS HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LAWSUITS OR ACTIONS FOR DAMAGES, INCLUDING LEGAL FEES, TO PERSONS AND/OR PROPERTY, TANGIBLE, INTANGIBLE OR OTHERWISE WHICH MAY BE BROUGHT AGAINST ABS BY ANY PERSON OR ENTITY AS A RESULT OF THE SERVICES PERFORMED IN CONTEMPLATION OF THIS CERTIFICATE, EXCEPT FOR THOSE CLAIMS CAUSED SOLELY AND COMPLETELY BY THE NEGLIGENCE OF ABS, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR SUBCONTRACTORS.

7. LIMITATION OF LIABILITY

THE COMBINED LIABILITY OF AMERICAN BUREAU OF SHIPPING, ITS COMMITTEES, OFFICERS, EMPLOYEES, AGENTS OR SUB-CONTRACTORS FOR ANY LOSS, CLAIM OR DAMAGE ARISING FROM ITS NEGLIGENT PERFORMANCE OR NONPERFORMANCE OF ANY OF ITS SERVICES OR FROM BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OF WORKMANLIKE PERFORMANCE IN CONNECTION WITH THOSE SERVICES, OR FROM ANY OTHER REASON, TO ANY PERSON, CORPORATION, PARTNERSHIP, BUSINESS ENTITY, SOVEREIGN, COUNTRY OR NATION, WILL BE LIMITED TO THE GREATER OF A) \$100,000 OR B) AN AMOUNT EQUAL TO TEN TIMES THE SUM ACTUALLY PAID FOR THE SERVICES ALLEGED TO BE DEFICIENT. THE LIMITATION OF LIABILITY MAY BE INCREASED UP TO AN AMOUNT TWENTY-FIVE (25) TIMES THAT SUM PAID FOR SERVICES UPON RECEIPT OF CLIENT'S WRITTEN REQUEST AT OR BEFORE THE TIME OF PERFORMANCE OF SERVICES AND UPON PAYMENT BY CLIENT OF AN ADDITIONAL FEE OF \$10.00 FOR EVERY \$1,000.00 INCREASE IN THE LIMITATION.

8. ARBITRATION

Any and all differences and disputes of whatsoever nature arising out of this certificate, or the services performed in contemplation of this certificate, shall be put to arbitration in the City of New York pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by ABS, one by the Client, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this certificate for hearing and determination. The arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. in the English language. The governing law shall be the law of the State of New York, U.S.A. The arbitrators may grant any relief other than punitive damages which they, or a majority of them, deem within the scope of the agreement of the parties, including, but not limited to, specific performance.

Client shall be required to notify ABS within thirty (30) days of the commencement of any arbitration or any other legal proceeding between it and third parties which may concern ABS's work in connection with this certificate and shall afford ABS an opportunity, at ABS's sole option, to participate in the arbitration.

9. As a U.S. company ABS is obligated to comply with U.S. sanctions laws. In the event of any breach of U.S. sanctions laws on the part of Client, the Owner, the Vessels' Operators or Managers, ABS shall have the right to terminate this Agreement with immediate effect, without liability for any damages.

ADDITIONAL INFORMATION

Major Hull Modification

NEW HULL SECTION DESCRIPTION: _____

DATE OF MODIFICATION: _____

ICE CLASS NOTATION

MAXIMUM ICE DRAUGHT FWD: _____ AMIDSHIPS: _____ AFT: _____

MINIMUM ICE DRAUGHT FWD: _____ AMIDSHIPS: _____ AFT: _____

AUTOMATION NOTATION

NUMBER OF UNATTENDED HOURS:

OPERATING RESTRICTIONS

RECORD COMMENTS

ANNUAL SURVEY ENDORSEMENT

Place _____ Date _____

REQUIRED SURVEYS CARRIED OUT PREVIOUSLY

 (Signature) _____
 Surveyor to the American Bureau of Shipping

Place Jacksonville, FL, United States Date 14 February 2024

 Electronically Signed By
Green, Douglas, Jacksonville Station Surveyor to the American Bureau of Shipping
 (Signature)

Place _____ Date _____

 Surveyor to the American Bureau of Shipping
 (Signature)

Place _____ Date _____

 Surveyor to the American Bureau of Shipping
 (Signature)

INTERMEDIATE SURVEY ENDORSEMENT

Place _____ Date _____

 Surveyor to the American Bureau of Shipping
 (Signature)

EXTENSION OF CLASS CERTIFICATE THIS CLASSIFICATION CERTIFICATE IS EXTENDED UNTIL

_____ Date _____
 Place _____ Date _____

 Surveyor to the American Bureau of Shipping
 (Signature)

Please note that the classification of this vessel is automatically suspended and the certificate automatically becomes invalid, if not endorsed annually within three months of the due date of the annual survey, or if the certificate is not endorsed for completion of the intermediate survey within three months of the due date of the third annual survey.

THIS CERTIFICATE IS NOT A CONFIRMATION OF CLASS



Certificate of Inspection

Vessel Name: CLEAN CANAVERAL

THE VESSEL SHALL BE LOADED IN ACCORDANCE WITH (IAW) THE LOADING MANUAL, DRAWING 3790-835-0508, REV 1, BEARING ABS STAMP DATED 23NOV2021.

WHILE OPERATING BEYOND THE BOUNDARY LINE, IAW THE CG-CVC POLICY LETTER 16-04, VESSEL MAY BE CONDITIONALLY OCCUPIED BY UP TO SIX (6) PERSONS. VESSEL MAY ONLY BE CONDITIONALLY OCCUPIED WHILE IN THE PUSH MODE CONFIGURATION AND UNDER FAIR WEATHER CONDITIONS. PERSONNEL SHOULD NOT BE ONBOARD MORE THAN 12 HOURS IN ANY 24 HOUR PERIOD. TWO (2) OF THE SIX (6) PERSONNEL WHO ARE CONDITIONALLY OCCUPYING THE BARGE TO OPERATE BARGE MACHINERY RELATED TO CARGO MUST POSSESS A TANKERMAN PIC OR TANKERMAN PIC (BARGE) LIQUEFIED GAS (LG) IAW 46 CFR 13.107 AND 13.109. IF ONLY ONE (1) OR TWO (2) PERSONNEL ARE CONDITIONALLY OCCUPYING THE BARGE TO OPERATE BARGE MACHINERY RELATED TO CARGO, THEN ONLY ONE (1) TANKERMAN PIC OR TANKERMAN PIC (BARGE) (LG) IS REQUIRED.

WHENEVER PERSONNEL ARE CONDITIONALLY OCCUPYING THE BARGE, A PROPERLY CREDENTIALLED CREW MEMEBER HAVING A LIFEBOATMAN OR LIFEBOATMAN/LIMITED ENDORSEMENT SHALL BE PRESENT ON THE BARGE.

WHILE BUNKERING OR TRANSFERRING FUEL WITHIN THE VESSEL, A CERTIFICATED TANKERMAN, OR LICENSED OFFICER SHALL SERVE AS THE DESIGNATED PERSON IN CHARGE. A CREWMEMBER THAT HAS BEEN ISSUED A LETTER OF DESIGNATION THAT CERTIFIES THE HOLDER HAS RECEIVED SUFFICIENT FORMAL INSTRUCTION TO SAFELY AND ADEQUATELY CARRY OUT FUEL TRANSFERS IN COMPLIANCE WITH 33 CFR 156.120 AND 33 CFR 156.150 MAY BE USED.

IMMERSION SUITS ARE NOT REQUIRED WHEN THE VESSEL IS OPERATING SOLELY BETWEEN 32 DEGREES NORTH AND 32 DEGREES SOUTH LATITUDE.

STORAGE OF FLAMMABLE MATERIAL IS PROHIBITED IN THE BOSUN STORES.

THE BARGE CLEAN CANAVERAL IS PART OF AN ATB COMBINATION, OUTFITTED WITH THW JAK 400 CONNECTION SYSTEM. IT CAN BE OPERATED WITH THE TUG POLARIS (ON 1338252) OF THE TUG TORTUGA (ON 1315366)

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	30Nov2026		
Internal Structure	30Nov2024		

---Stability---

Type	Issued Date	Office
Letter	01Nov2021	Sector Jacksonville

--- Liquid/Gas/Solid Cargo Authority/Conditions ---

Authorization: LNG Only

Total Capacity	Units	Highest Grade Type	Part151 Regulated	Part153 Regulated	Part154 Regulated
5400	Cubic Meters	D	No	No	No

Hazardous Bulk Solids Authority

Not Authorized

Loading Constraints - Structural

Tank Number	Max Cargo Weight per Tank (short tons)	Maximum Density (lbs/gal)
1 P/S		
2 P/S		

Conditions Of Carriage

LOADING LIMIT CURVE OUTLINED IN THE APPROVED CARGO HANDLING MANUAL (REV 6), DATED 16MAR2022 SHALL BE ADHERED TO FOR LOADING LIMITS AND TEMPERATURE DIFFERENCES.

--- Inspection Status ---



Certificate of Inspection

Vessel Name: CLEAN CANAVERAL

Cargo Tanks

Tank Id	Internal Exam			External Exam		
	Previous	Last	Next	Previous	Last	Next
1 P/S	-	01Dec2021	01Dec2031	-	-	-
2 P/S	-	01Dec2021	01Dec2031	-	-	-

Hydro Test

Tank Id	Safety Valves	Previous	Last	Next
1 P/S	14May2020	-	-	-
2 P/S	14May2020	-	-	-

Pressure Vessels

Type	Location	Previous	Last	Next
Air Receiver	Lower Machinery Space	-	01Dec2021	01Dec2026
Air Receiver	Lower Machinery Space	-	01Dec2021	01Dec2026
Air Receiver	Lower Machinery Space	-	01Dec2021	01Dec2026
Air Receiver	Lower Machinery Space	-	01Dec2021	01Dec2026

---Lifesaving Equipment---

Total Equipment for 6 Persons

Primary Lifesaving Equipment	Quantity	Capacity		Required
Lifeboats (Total)	0	0	Life Preservers (Adult)	6
Lifeboats (Port)	0	0	Life Preservers (Child)	0
Lifeboats (Starboard)	0	0	Ring Buoys (Total)	2
Motor Lifeboats	0	0	With Lights	2
Lifeboats With Radio	0	0	With Line Attached	2
Rescue Boats/Platforms	0	0	Other	0
Inflatable Rafts	1	16	Immersion Suits	6
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios	0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB?	NO

--- Fire Fighting Equipment ---

Number of Fire Pumps - 2

Hose Information

Location	Quantity	Diameter	Length
See Fire Plan	10	1.5	50

Fixed Extinguishing Systems

Location	Type	Capacity
See Fire Plan	Halocarbon (Formerly: FM 200, FE241)	9 Bottle
Cargo Domes	Water Spray	
Manifolds	Dry Chemical	



Certificate of Inspection

Vessel Name: CLEAN CANAVERAL

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
10	10-B:C
3	20-B:C
2	40-B:C

---Certificate Amendments---

Amending Unit	Amendment Date	Amendment Remark
Sector Jacksonville	14Jun2023	CONDUCTED SATISFACTORY ANNUAL INSPECTION.
Sector Jacksonville	05Feb2024	CONDUCTED SATISFACTORY ANNUAL AND MTSA INSPECTION.
Sector Jacksonville	16Apr2024	UPDATED ROUTES & CONDITIONS AS PER NVIC 02-81 CH 2

END



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 17 Mar 2022
Expiration Date: 17 Mar 2027

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
CLEAN CANAVERAL	1320347			Tank Barge

Hailing Port	Hull Material	Horsepower	Propulsion
JACKSONVILLE, FL	Steel		
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
STURGEON BAY, WI	01Dec2021	25Jun2020	R-5608	R-5608	2939	R-326.4
UNITED STATES			I-5752	I-1725		I-326.4

Owner	Operator
POLARIS NEW ENERGY LLC 10077 GROGANS MILL RD STE 530 THE WOODLANDS, TX 77380 UNITED STATES	McAllister Towing LNG Services, LLC 17 Battery Place Suite 1200 New York, NY 10004 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

0 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	0 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 0 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 0

Route Permitted And Conditions Of Operation:
---Oceans---
 UNMANNED
 NOT ON AN INTERNATIONAL VOYAGE.
 THIS BARGE WAS CONSTRUCTED TO DESIGN BASIS AGREEMENT LETTER (DBAL) 3790-070-0501, REV 8, 28APR2020.
 VESSEL IS DESIGNED FOR DUAL MODE ARTICULATED TUG AND BARGE SERVICE WITH POLARIS O.N. 1315366.
 THE VESSEL SHALL BE LOADED IN ACCORDANCE WITH (IAW) THE LOADING MANUAL, DRAWING 3790-835-0508, REV 1, BEARING
*****SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION*****

With this Inspection for Certification having been completed at Jacksonville, FL, UNITED STATES, the Officer in Charge, Marine Inspection, Sector Jacksonville certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This certificate issued by: <i>M. P. Frazee</i> M. P. FRAZEE ODR, USCG, By direction Officer in Charge, Marine Inspection Sector Jacksonville Inspection Zone
Date	Zone	A/P/R	Signature	
14 JUN 2023	SECJAX	A	M. R. [Signature]	
05 FEB 2024	SECJAX	A	[Signature]	



The .gov means it's official.
Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.



The site is secure.
The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.



Occupational Safety and Health Administration

[CONTACT US](#) | [FAQ](#) | [A TO Z INDEX](#) | [LANGUAGES](#)

Menu

[OSHA](#) ▾ [STANDARDS](#) ▾ [ENFORCEMENT](#) ▾ [TOPICS](#) ▾ [HELP AND RESOURCES](#) ▾ [NEWS](#) ▾ [CONTACT US](#) [FAQ](#) [A TO Z INDEX](#) [LANGUAGES](#)

Establishment Search

Reflects inspection data through 11/01/2024

Use our establishment search to locate OSHA enforcement inspections by establishment name. You can also search by a specific inspection number or inspections within a specific industry using NAICS or SIC.

You can now find citation information for violations that Federal OSHA has cited.

For violation and citation results:

- Enter the establishment name in the "Establishment" box and select the "Search" button at the bottom;
- Select the Activity Number (inspection) in the search results;
- If a citation was issued, it will appear under "Violation Items"; and
- Select the "Citation ID" to view the details for that specific citation.

Continue to check back for updates, as citations or violations may be modified during the investigation process.

▲ Note: Before using our establishment search, please read important information below on how to interpret the results.

Search By:

Your search did not return any results.

Enter an Establishment name, select an OSHA Office, or enter a Site Zip Code.

Establishment

(This field can also be used to search for a State Activity Number for the following states: NC, SC, KY, OR, WA, IN (before April 2022) and AZ (after June 2021))

State

OSHA Office

Site Zip Code

Case Status All Closed Open

Violation Status All With Violations Without Violations

Inspection Date

Start Date

End Date

[Search](#) [Reset](#)

Can't find it?

For Wildcard search, use %

[Establishment Search Help](#)

[Search Basics and Search Syntax Examples](#)

NOTE TO USERS

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

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

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

[OSHA](#) | [Standards](#) | [Enforcement](#) | [Topics](#) | [Media Center](#) | [Contact Us](#)



FEDERAL GOVERNMENT

[White House](#)

[Benefits.gov](#)

[Coronavirus Resources](#)

[Disaster Recovery Assistance](#)

[DisasterAssistance.gov](#)

[USA.gov](#)

[Notification of EEO Violations](#)

[No Fear Act Data](#)

[U.S. Office of Special Counsel](#)

OCCUPATIONAL SAFETY & HEALTH

[Frequently Asked Questions](#)

[A - Z Index](#)

[Freedom of Information Act - OSHA](#)

[Read the OSHA Newsletter](#)

[Subscribe to the OSHA Newsletter](#)

[OSHA Publications](#)

[Office of Inspector General](#)

ABOUT THE SITE

[Freedom of Information Act](#)

[Disclaimers](#)

[Plug-Ins Used on DOL.gov](#)

[Accessibility Statement](#)

Connect With DOL



[Skip Navigation](#)



Information Portal
Nexus
Enterprise Solutions

[Search Home](#) » Facilities Search Results

Facilities Search Results

Criteria selected:

Facility Name = JAX LNG, LLC

Searching For = Search all facilities

For additional information, select the hyperlinks under "Data Links" where available.

D - Provides a list of electronic documents associated with the facility.

F - Provides a facility summary report.

P - Provides facility-related permit information.


M - Provides a GIS map focused on the facility.

Q - Provides a contact for user questions and quality control.

Records on this page = 0 of 0

There are no facilities that meet your criteria.

Disclaimer: The Florida Department of Environmental Protection (FDEP) has made a reasonable effort to ensure that the information provided is up-to-date and comprehensive but cannot guarantee the accuracy or completeness of the data. Any specific, missing information may be obtained through a public records request. For more information visit our [Public Records web site](#).

 *nexus-portal-webapp — 3.8.34.*
Office of Technology and Information Services
Site Map — For Assistance Please Contact — (850) 245-7555 — [Contact Us](#)





Search County Government

[Home](#) | [County Commission](#) | [Doing Business](#) | [Visiting](#)

ENVIROS

Enforcement Action Advanced Search

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: 234



- Contact Us
- Comments and Suggestions
- Report a Complaint
- Site Map

- Broward.org
- Terms of Use
- Subscribe

Stay Connected





ENVIRONMENTAL RESPECT

Berkshire Hathaway Energy believes responsible environmental management is good business; it benefits our customers and improves the quality of the environment in which we live. This policy establishes the environmental RESPECT principles that guide our corporate commitment to the environment.

RESPONSIBILITY

All employees are responsible and accountable for understanding and incorporating environmental compliance requirements into their daily work activities with the obligation to bring issues and concerns forward for resolution.

EFFICIENCY

We will responsibly use natural resources and pursue increased efficiencies that reduce waste and emissions at their source. We will develop sustainable operations and implement environmental projects designed to leave a clean, healthy environment for our children and future generations.

STEWARDSHIP

We will respect our natural resources and take care in balancing the needs of customers with our obligation to future generations. We will seek opportunities to preserve, restore, protect and improve our natural surroundings.

PERFORMANCE

We will set challenging goals and assess our ability to continually improve our environmental performance as we strive to achieve net zero greenhouse gas emissions. Through the strategic management of our assets, we will improve the environment and contribute to our businesses' success.

EVALUATION


We will perform audits to evaluate our environmental compliance and use the results to improve operations and impact on the environment.

COMMUNICATION

We will foster open dialog and informed decision-making through communication of environmental information with management, employees and the public. We will work with governments and others in creating responsible environmental laws and regulations reflective of sound public policy.

TRAINING

We will provide the training necessary for our employees to meet their environmental responsibilities. We will encourage and provide opportunities for employees to learn more about the environment and foster an atmosphere of creating cost-effective solutions that go beyond compliance.

	Author: M. Hwang	Document Number: EM-55-180-103
	Revision: 1.0	Date: January 8, 2024

Statement of Environmental Commitment

1. Purpose

- 1.1 To communicate the McAllister Towing LNG Services environmental commitment to Port Everglades.

2. Objective

- 2.1 Corporate goals reflect the broader, company-wide objectives provided in our Company Policy.
 - .1 Environment: Our goal is to have sustainable operations that cause zero harm to the environment in Port Everglades. McAllister Towing LNG Services, is committed to protecting the environment through adherence to the Company's safety management system, regulator/industry standards, and responsible stewardship.
 - .2 Sustainable Development: McAllister Towing LNG Services cares about the earth's natural resources. We evaluate, manage and minimize our impact on the environment at all times.
- 2.2 It is the responsibility of all employees to maintain compliance with the Safety Management System. If at any time, we are unable to maintain our environmental commitment, initiate your 'Stop Work Responsibility' and make notifications as outlined in company procedures.



Commanding Officer
United States Coast Guard
Marine Safety Center

US Coast Guard Stop 7430
2703 Martin Luther King Jr. Ave. SE
Washington, DC 20593-7430
Staff Symbol: MSC-5
Phone: (202) 795-6729
Email: securityplaninfo@uscg.mil

16710
VS-1294391
March 1, 2022

McAllister Towing LNG Services, LLC
Attn: Hyo "Marino" Hwang
17 Battery Place, Suite 1200
New York, NY 10004
MHwang@McAllisterTowing.com

Subj: MCALLISTER TOWING LNG SERVICES, LLC VESSELS
ALTERNATIVE SECURITY PROGRAM ACKNOWLEDGEMENT

Ref: (a) Title 33 Code of Federal Regulations (CFR) Part 104
(b) Your correspondence dated February 3, 2022

Dear Mr. Hwang:

This letter acknowledges your Alternative Security Program (ASP) certification letter submitted to satisfy the requirements of reference (a). We accept your certification that the vessels listed in reference (b) will be operating under the Coast Guard approved ASP developed by the American Waterways Operators (AWO). The list of vessels covered by this letter is attached as Enclosure (1). This ASP acknowledgement will remain valid as long as the AWO ASP remains valid.

You are reminded that it is your responsibility to ensure the ASP is implemented in its entirety including any approved revisions or amendments thereto. The ASP must be appropriate for the type/service of your vessel(s) in accordance with reference (a), and may not be used for a vessel subject to the International Convention for Safety of Life at Sea 1974 (SOLAS). If you cannot or do not wish to comply with the requirements of the ASP, you must submit a complete Vessel Security Plan in accordance with reference (a). Failure to fully comply with the requirements contained in 33 CFR 104.140 and the approved Alternative Security Program may result in punitive action.

Please ensure that a copy of the ASP is maintained on board the vessel(s) if manned, or, if unmanned, at a suitable secure location so that it is readily available during an emergency or security incident. In addition, you shall make available to the Coast Guard, upon request, any information related to implementation of an approved ASP. Our Case Number for this plan is 129431. Please ensure that all future correspondence includes this Case Number.

Sincerely,

S. M. ARBEITER
Lieutenant Commander, U.S. Coast Guard
Chief, Vessel Security Division
By direction

Enclosures: (1) List of Vessels Covered

Enclosure 1, page 1 of 1, to MSC letter VS-1294391 of March 1, 2022

List of Vessels Covered

<u>Vessel Name</u>	<u>Official Number (O.N.)</u>
CLEAN CANAVERAL	1320347
POLARIS	1315266

Uncontrolled Document



3500 Sunrise Highway,
Building 200, Suite 200
Great River, NY 11739 U.S.
P 631.224.9141 F 631.224.9082

SPILL RESPONSE CONTRACT CERTIFICATION

National Response Corporation (NRC) certifies that **McAllister Towing LNG Services, LLC**, as manager/owner ("Owner") has "ensured, by contract or other approved means, the availability of private personnel and equipment necessary to respond, to the maximum extent practicable, to a worst case discharge" for the below named Entered Vessel(s). NRC agrees that Owner has the right to name NRC and its resources, including those within its Independent Contractor Network (ICN) for Oil Pollution Act of 1990 (OPA) coverage for the below named Entered Vessel(s). NRC has filed its prototype Spill Response Plan Appendix with the U.S. Coast Guard, and Owner is authorized to reference this Appendix in his Vessel Response Plan. This Appendix presently covers all ports in the U.S. East, West Coast, Gulf Coasts, Great Lakes and the U.S. Caribbean. NRC reserves the right to rescind this authorization in the event of termination of its contractual arrangements with the Entered Vessel(s).

Entered Vessel(s)

CLEAN CANAVERAL

POLARIS

Acknowledged by:

Date: September 3, 2021

A handwritten signature in black ink, appearing to read "Michael Reese", is written over a horizontal line.

Michael Reese
Senior Vice President
National Response Corporation



16450
January 14, 2022

MCALLISTER TOWING LNG SERVICES, LLC
C/O: GALLAGHER MARINE SYSTEMS
ATTN: JOHN J. GALLAGHER
305 HARPER DRIVE
MOORESTOWN, NJ 08057

POLARIS (1315366):

Your Vessel Response Plan (Control Number 79531) submitted to meet the requirements of Title 33, Code of Federal Regulations (CFR), Part 155, Subparts J and I, is **approved**. Approval will remain valid until **October 22, 2026**.

The POLARIS is authorized to operate only in the ports or geographic areas indicated in the Captain of the Port zones listed below. If carrying oil as fuel or secondary cargo, the vessel is prohibited from handling, storing, transporting, transferring, or lightering oil unless it is operating in full compliance with this plan. Compliance includes ensuring that required resources have been identified and planned for or are in place and available through contract or other approved means. If applicable to your route and vessel's oil carrying capacity, this includes the dispersant and aerial observation requirements of 33 CFR 155.5050.

You are reminded that your chosen salvage and marine firefighting resource provider may have submitted waivers from meeting one or more of the specified response times in accordance with 33 CFR 155.4055. If so, this may be rescinded by the U.S. Coast Guard if the appropriate response resources are not available when the approved waiver expires. You shall continue to assess the adequacy of your chosen salvors and firefighters as required by 33 CFR 155.4050.

The vessel must keep a copy of this approval letter onboard in addition to the minimum sections of the plan as required by 33 CFR 155.5030. In accordance with 33 CFR 155.5070, you are required to review your plan annually and submit plan amendments for approval. As per 33 CFR 155.1070(b), the entire plan must be resubmitted for a comprehensive review and approval no later than six (6) months prior to the expiration date.

APPROVED CAPTAIN OF THE PORT ZONES

BOSTON	HONOLULU	MARYLAND-NCR	SAN DIEGO
BUFFALO (BUFFALO AND CLEVELAND)	HOUMA	MIAMI	SAN FRANCISCO
CHARLESTON	HOUSTON-GALVESTON	MOBILE	SAN JUAN
COLUMBIA RIVER	JACKSONVILLE	NEW ORLEANS	SAVANNAH
CORPUS CHRISTI	KEY WEST	NEW YORK	SEATTLE (PUGET SOUND)
DELAWARE BAY	LAKE MICHIGAN	NORTH CAROLINA	SOUTHEASTERN NEW ENGLAND (PROVIDENCE)
DETROIT	LONG ISLAND SOUND	NORTHERN NEW ENGLAND (PORTLAND, MAINE)	ST. PETERSBURG
DULUTH	LOS ANGELES-LONG BEACH	PORT ARTHUR AND LAKE CHARLES	VIRGINIA

Sincerely,



W.W. ALVAREZ
Lieutenant Commander, U.S. Coast Guard
Vessel Response Plan Program Manager
By Direction



16450
January 14, 2022

MCALLISTER TOWING LNG SERVICES, LLC
C/O: GALLAGHER MARINE SYSTEMS
ATTN: JOHN J. GALLAGHER
305 HARPER DRIVE
MOORESTOWN, NJ 08057

POLARIS (1315366):

Your Shipboard Oil Pollution Emergency Plan (SOPEP), control number 79531, has been reviewed and found to be in compliance with the requirements of Regulation 37 of Annex I of the International Convention for the Prevention of Pollution from Ships (MARPOL 73/78).

This approval will remain valid until **October 22, 2026**. You must review your plan annually within 1 month of the anniversary date of the plan's expiration date and submit a letter to this office certifying that the review has been completed. Any alteration or revision made to the plan, with the exception of those made to the appendices and non-mandatory provisions must be submitted to this office for review and approval prior to the implementation of the revision. Further, the entire plan must be resubmitted to the Coast Guard for reapproval 6 months before the end of the approval period of the plan.

I remind you that your plan is a vital working document and that implementing the plan will help ensure effective response and mitigation in the event of an oil pollution incident. Please be sure that all parties with responsibilities under the plan are familiar with the plan's procedures and requirements.

This letter shall be maintained onboard the vessel and placed in the front of the plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "W.W. Alvarez".

W.W. ALVAREZ
Lieutenant Commander, U.S. Coast Guard
Vessel Response Plan Program Manager
By Direction



16450
October 22, 2021

MCALLISTER TOWING LNG SERVICES, LLC
C/O: GALLAGHER MARINE SYSTEMS
ATTN: JOHN J. GALLAGHER
305 HARPER DRIVE
MOORESTOWN, NJ 08057

CLEAN CANAVERAL (CG1609533):

Your Vessel Response Plan (Control Number 79531) submitted to meet the requirements of Title 33, Code of Federal Regulations (CFR), Part 155, Subparts J and I, is **approved**. Approval will remain valid until **October 22, 2026**.

The CLEAN CANAVERAL is authorized to operate only in the ports or geographic areas indicated in the Captain of the Port zones listed below. If carrying oil as fuel or secondary cargo, the vessel is prohibited from handling, storing, transporting, transferring, or lightering oil unless it is operating in full compliance with this plan. Compliance includes ensuring that required resources have been identified and planned for or are in place and available through contract or other approved means. If applicable to your route and vessel's oil carrying capacity, this includes the dispersant and aerial observation requirements of 33 CFR 155.5050.

You are reminded that your chosen salvage and marine firefighting resource provider may have submitted waivers from meeting one or more of the specified response times in accordance with 33 CFR 155.4055. If so, this may be rescinded by the U.S. Coast Guard if the appropriate response resources are not available when the approved waiver expires. You shall continue to assess the adequacy of your chosen salvors and firefighters as required by 33 CFR 155.4050.

The vessel must keep a copy of this approval letter onboard in addition to the minimum sections of the plan as required by 33 CFR 155.5030. In accordance with 33 CFR 155.5070, you are required to review your plan annually and submit plan amendments for approval. As per 33 CFR 155.1070(b), the entire plan must be resubmitted for a comprehensive review and approval no later than six (6) months prior to the expiration date.

APPROVED CAPTAIN OF THE PORT ZONES

BOSTON	HOUMA	MIAMI	SAN FRANCISCO
BUFFALO (BUFFALO AND CLEVELAND)	HOUSTON-GALVESTON	MOBILE	SAN JUAN
CHARLESTON	JACKSONVILLE	NEW ORLEANS	SAULT STE. MARIE
COLUMBIA RIVER	KEY WEST	NEW YORK	SAVANNAH
CORPUS CHRISTI	LAKE MICHIGAN	NORTH CAROLINA	SEATTLE (PUGET SOUND)
DELAWARE BAY	LONG ISLAND SOUND	NORTHERN NEW ENGLAND (PORTLAND, MAINE)	SOUTHEASTERN NEW ENGLAND (PROVIDENCE)
DETROIT	LOS ANGELES-LONG BEACH	PORT ARTHUR AND LAKE CHARLES	ST. PETERSBURG
DULUTH	MARYLAND-NCR	SAN DIEGO	VIRGINIA
HONOLULU(1)			

(1) This vessel is not authorized to operate in American Samoa, Johnston Atoll, Palmyra Atolls, Kingman Reef, Wake Island, Jarvis Island, Howland and Baker Islands, or Midway Island areas.

Sincerely,



W.W. ALVAREZ
Lieutenant Commander, U.S. Coast Guard
Vessel Response Plan Program Manager
By Direction



16450
October 22, 2021

MCALLISTER TOWING LNG SERVICES, LLC
C/O: GALLAGHER MARINE SYSTEMS
ATTN: JOHN J. GALLAGHER
305 HARPER DRIVE
MOORESTOWN, NJ 08057

CLEAN CANAVERAL (CG1609533):

Your Shipboard Oil Pollution Emergency Plan (SOPEP), control number 79531, has been reviewed and found to be in compliance with the requirements of Regulation 37 of Annex I of the International Convention for the Prevention of Pollution from Ships (MARPOL 73/78).

This approval will remain valid until **October 22, 2026**. You must review your plan annually within 1 month of the anniversary date of the plan's expiration date and submit a letter to this office certifying that the review has been completed. Any alteration or revision made to the plan, with the exception of those made to the appendices and non-mandatory provisions must be submitted to this office for review and approval prior to the implementation of the revision. Further, the entire plan must be resubmitted to the Coast Guard for reapproval 6 months before the end of the approval period of the plan.

I remind you that your plan is a vital working document and that implementing the plan will help ensure effective response and mitigation in the event of an oil pollution incident. Please be sure that all parties with responsibilities under the plan are familiar with the plan's procedures and requirements.

This letter shall be maintained onboard the vessel and placed in the front of the plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "W.W. Alvarez".

W.W. ALVAREZ
Lieutenant Commander, U.S. Coast Guard
Vessel Response Plan Program Manager
By Direction

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

RYAN E. MATTHEWS
INTERIM SECRETARY



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

Approved Discharge Cleanup Organizations

Discharge Cleanup Organizations are approved in accordance with Florida Administrative Code (F.A.C.) Rule 62S-6.012 as having capability as either Containment (First Responder) and/or Complete Cleanup. If you have any questions, please call the FDEP Office of Emergency Response at (850) 245-2010.

<u>Organization</u>	<u>County</u>	<u>24-Hour#</u>	<u>Response</u>
American Compliance Technologies	Polk	(800) 226-0911	First Responder
American Compliance Technologies	Orange	(800) 226-0911	First Responder
American Compliance Technologies	Polk	(800) 226-0911	First Responder
American Compliance Technologies	Seminole	(800) 226-0911	First Responder
American Compliance Technologies	Volusia	(800) 226-0911	First Responder
American Compliance Technologies	Brevard	(800) 226-0911	First Responder
American Compliance Technologies	Lake	(800) 226-0911	First Responder
American Compliance Technologies	Osceola	(800) 226-0911	First Responder
American Compliance Technologies	Sumter	(800) 226-0911	First Responder
American Compliance Technologies	Marion	(800) 226-0911	First Responder
American Compliance Technologies	Alachua	(800) 226-0911	First Responder
American Compliance Technologies	Hardee	(800) 226-0911	First Responder
American Compliance Technologies	Manatee	(800) 226-0911	First Responder
American Compliance Technologies	Broward	(800) 226-0911	First Responder
American Compliance Technologies	Miami-Dade	(800) 226-0911	First Responder
American Compliance Technologies	Hillsborough	(800) 226-0911	First Responder
American Compliance Technologies	Pasco	(800) 226-0911	First Responder
American Compliance Technologies	Baker	(800) 226-0911	First Responder
American Compliance Technologies	Clay	(800) 226-0911	First Responder
American Compliance Technologies	Duval	(800) 226-0911	First Responder
American Compliance Technologies	St. Johns	(800) 226-0911	First Responder
American Marine Services, LLC	Pinellas	(727) 347-3532	First Responder
Biscayne Towing & Salvage, Inc.	Dade	(305) 360-1491	First Responder
CDI Group USA (Chiefland Development)	St. Lucie	(772) 467-0270	Complete Cleanup
Cliff Berry, Inc.	Broward	(800) 899-7745	First & Complete Cleanup
Coop. /Spillage Control of St. Marks	Wakulla	(850) 925-6020	First Responder
Diversified Environmental Services	Hillsborough	(813) 248-3256	First & Complete Cleanup

Environmental Research & Restoration	Broward	(954) 967-0011	First & Complete Cleanup
FCC Environmental	Broward	(800) 235-0189	Complete Cleanup
Hulls Environmental	Duval	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Bay	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Citrus	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Desoto	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Hardee	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Hernando	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Hillsborough	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Lake	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Manatee	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Marion	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Orange	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Osceola	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Pasco	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Pinellas	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Polk	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Sarasota	(866) 450-9077	First & Complete Cleanup
Hulls Environmental	Sumter	(866) 450-9077	First & Complete Cleanup
IMS Gulf Coast LLC	Charlotte	(941) 628-9375	First & Complete Cleanup
Jacksonville Pollution Control	Statewide	(904) 759-4573	First & Complete Cleanup
Joseph Gunger/Becton	Okaloosa	(850) 729-2782	First Responder
Marine Spill Response Corporation	Broward	(800) 256-6772	Complete Cleanup
Marine Spill Response Corporation	Duval	(800) 256-6772	Complete Cleanup
Marine Spill Response Corporation	Hillsborough	(800) 256-6772	Complete Cleanup
MARR-1/Sea Spill Venice	Sarasota	(941) 488-9142	First & Complete Cleanup
Miller Marine, Inc. (Apalachicola Marina)	Franklin	(850) 653-9521	First Responder
Moran Environmental Recovery	Duval	(281) 778-4310	First & Complete Cleanup
Moran Environmental Recovery	Duval	(904) 355-4164	First & Complete Cleanup
Offshore Marine Towing	Broward	(954) 783-7821	First Responder
Oil Recover Co., Inc.	Mobile, AL	(250) 690-9010	First & Complete Cleanup
Ostego Bay Environmental Response Coop	Lee	(941) 463-2588	First Responder
Port Canaveral/Brevard County Cleanup	Brevard	(321) 403-3540	First Responder
Retriever Marine Towing & Salvage	Palm Beach	(772) 286-8123	First Responder
Salty Marine Service, Inc	Volusia	(386) 767-1508	First & Complete Cleanup
Sea Tow Daytona/Ponce	Volusia	(386) 767-1508	First & Complete Cleanup
Sea Tow Services Tampa Bay	Hillsborough	(727) 547-1868	First & Complete Cleanup

Sea Tow Islamorada	Marathon	(305) 664-4493	First Responder
Sea Tow Key Largo	Marathon	(305) 451-3330	First Responder
Sea Tow Services of Palm Beach	Palm Beach	(561) 844-8056	First & Complete Cleanup
Southern Marine Towing & Salvage	Collier	(239)389-1177	First Responder
Superior First Response	Okaloosa	(850) 682-4440	Third Party/Complete Cleanup
SWS Environmental Services	Statewide	(800) 852-8878	First & Complete Cleanup
Tow Boat One, Inc.	Palm Beach	(561) 842-1525	First Responder
Undertow Marine Towing and Salvage	Escambia	(850) 453-3775	First Responder

****Updated 3/09/2017****



2025 Certificate of OSRO Coverage

This certificate provides evidence of OSRO coverage for

~ McAllister Towing LNG Services ~

and its affiliates (if applicable) for the calendar year 2025 through membership in the Marine Preservation Association (MPA) and a fully executed service agreement with the Marine Spill Response Corporation (MSRC).

Pursuant to this agreement with MSRC,

~ McAllister Towing LNG Services ~

- (1) is entitled to directly activate MSRC response services, and
- (2) has contractual ability to cite MSRC as an Oil Spill Removal Organization (OSRO) in its response plans

MSRC's Service Agreement with

~ McAllister Towing LNG Services ~

provides direct access to MSRC's OSRO response services, as well as plan citation rights within MSRC's U.S. Operational area through January 15, 2026.

If there are any questions regarding this certificate, please contact MSRC at customer.service@msrc.org

A handwritten signature in black ink that reads "Kris Cain".

Sr. Contracts Administrator

Marine Spill Response Corporation
220 Spring Street, Suite 500
Herndon, VA 20170
+1 703 326 5600
customer.service@msrc.org

- This certificate is only valid from 1 January 2025 until 15 January 2026 -



2025 Certificate of OSRO Coverage

This certificate provides evidence of OSRO coverage for

~ TOTE Services, LLC ~

and its affiliates (if applicable) for the calendar year 2025 through membership in the Marine Preservation Association (MPA) and a fully executed service agreement with the Marine Spill Response Corporation (MSRC).

Pursuant to this agreement with MSRC,

~ TOTE Services, LLC ~

- (1) is entitled to directly activate MSRC response services, and
- (2) has contractual ability to cite MSRC as an Oil Spill Removal Organization (OSRO) in its response plans

MSRC's Service Agreement with

~ TOTE Services, LLC ~

provides direct access to MSRC's OSRO response services, as well as plan citation rights within MSRC's U.S. Operational area through January 15, 2026.

If there are any questions regarding this certificate, please contact MSRC at customer.service@msrc.org

A handwritten signature in black ink that reads "Kris Cain".

Sr. Contracts Administrator

Marine Spill Response Corporation
220 Spring Street, Suite 500
Herndon, VA 20170
+1 703 326 5600
customer.service@msrc.org

- This certificate is only valid from 1 January 2025 until 15 January 2026 -

Serpa, Paula

From: Merritt, Sara <Sara.Merritt@dep.state.fl.us>
Sent: Monday, January 8, 2024 11:22 AM
To: Marino Hwang
Cc: Gillman, Mark; Bristol, Susan
Subject: RE: DPRC Requirement Questions

CAUTION EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognized and verify the sender and know the content is safe.

Good Morning,

According to the definition of Terminal Facility located in Section 376.031(23), Florida Statutes, "In the event of a ship-to-ship transfer of pollutants, the vessel going to or coming from the place of transfer and a terminal facility shall also be considered a terminal facility." With this in mind, your Tug and Barge would be considered a Terminal Facility.

A DPRC is only required if you are transferring a pollutant. **Liquefied Natural Gas is not considered a pollutant for this purpose, so a DPRC is not required for this activity.**

Please feel free to contact me with any other questions you might have.

Have a great day,
Sara



Sara Merritt

*Florida Department of Environmental Protection
Northwest District
Compliance Assurance Program
Waste Management – Storage Tanks
160 W. Government Street, Suite 308
Pensacola, FL 32502
Sara.Merritt@FloridaDEP.gov
Office: 850-595-0589
Fax: 850-595-8097*

*Would you please take a moment to complete this brief survey and rate my service?
Your response will be completely anonymous. [DEP Customer Survey](#).*

From: Marino Hwang <MHwang@McAllisterTowing.com>
Sent: Monday, January 8, 2024 9:40 AM
To: Gillman, Mark <Mark.Gillman@FloridaDEP.gov>; Bristol, Susan <Susan.Bristol@dep.state.fl.us>; Merritt, Sara <Sara.Merritt@dep.state.fl.us>
Subject: DPRC Requirement Questions

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Good morning,

I was looking for some assistance to see if my vessel is required to obtain a DPRC. My company operates a Tug and Barge that is looking to conduct bunkering of Liquefied Natural Gas (LNG) in Port Everglades. The vessel will enter the port, tie up lines next to a ship, and transfer LNG to the ship, and then depart.

Based on what I am reading, the DPRC applies to terminals, and for pollutants. The barge is not a terminal, and LNG is not a pollutant. Any info or assistance would be greatly appreciated.

Regards,

Hyo "Marino" Hwang

General Manager | McAllister Towing LNG Services

17 Battery Place, Suite 1200, New York, NY 10004

Phone: (718) 273-6300 Ext 8340

Mobile: (646) 772-6613

Email: MHwang@McAllisterTowing.com

Web: www.McAllisterTowing.com

Large File Share: [Citrix ShareFile](#)

