OCEAN HIGHWAY & PORT AUTHORITY NASSAU COUNTY, Florida



Peck Center
Willie Mae Ashley Auditorium
516 S 10th Street
Fernandina Beach, FL 32034

AGENDA
June 26, 2024
6:00 PM
Board Meeting

- 1. Public meeting call to order (Chair)
- 2. Invocation
- 3. Pledge of Allegiance
- **4. Roll Call:** Miriam Hill, District 1; Danny Fullwood, District 2, Justin Taylor, District 3; Ray Nelson, District 4; Mike Cole, District 5
- 5. Recognition of elected Officials, Honored guests, Industry and Professional representatives, and others in attendance (Chair)
- **6. Public Comments** on agenda items (Comments submitted prior to the meeting)

7. Old Business

- a. Allied contract (Action item)
 - Amended version
- b. OHPA Property sale
 - Business plan and resolution (Fullwood)
- c. MARAD (update)
- d. Budget FY 2024-25 (version 2)
 - Reimbursement for separate audit fee
- e. OHPA document request to the Port Operator
- f. Resiliency Plan
- 8. New Business
 - a. Fernandina Harbor (realigned, Army Corps of Engineers, Action item)
- 9. Administrative Office Manager (updates)
- 10. Other items to be brought by Commissioners
- 11. Adjournment

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Fla. Stat. § 286.0105.



Old Business



SECURITY PROFESSIONAL SERVICE AGREEMENT – Amendment 2

Amendment 2 to Services Agreement (the "Agreement") with an Effective Date of August 10th, 2024 by and between Ocean Highway Port Authority of Nassau County and Universal Protection Service, LP dba Allied Universal Security Services for a period of (1) year. All other requirements remain the same as in the Master Service Agreement dated August 2022.

CLIENT: Ocean Highway Port Authority	UNIVERSAL PROTECTION SERVICE, LP d/b/a Allied Universal Security Services
By:	By:
Name:	Name:
Title:	Title:
Address for Notices:	Address for Notices:
Date:	Date:
Fax:	Fax:

BILLING RATES The Billing Rates for the Services shall be as follows effective August 10th, 2024:

248

TOTALS

Ocean Highway & Port Authority Hours Per Holiday / OT Bill Rate* **Weekly Cost Position Pay Rate Annual Cost** Week Rate Security Officer 208 \$17.00 \$23.80 \$35.70 \$4,950.40 \$257,420.80 Site Supervisor 40 \$20.00 \$28.00 \$42.00 \$1,120.00 \$58,240.00 This does not include sales tax

\$315,660.80

Allied Universal's Proposed Billing Rates and Budget

Additional Notes:

- > Mutually agreed-upon merit increases will result in a Bill Rate increase.
- > Both parties agree 12 months into the extension the billing rates will be increased annually by 3% after the initial term.
- > Vacations Any Officer that has 2 or more years of service at this site will be granted the standard Allied Universal Vacation that will be billed back to the Client as taken. Vacations are billed @ Bill Rate times 40 Hours per week.
- > Due date of invoices will be NET 30 days.
- * Requested Overtime: With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." the additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.
- 1. ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS. Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
- 2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.
- 4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this Agreement.
- 5. Should Client require Allied Universal to provide uninterrupted Services during Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.
- 6. Client understands and agrees that by ordering and receiving the HELIAUS Technology Platform which may include all or some of the HELIAUS Mobile and HELIAUS Portal components (the "HELIAUS Services") from Allied Universal, Client agrees to the HELIAUS Software-as-a-Service (SaaS) Terms in full ("the HELIAUS Terms"), and same shall solely govern the provision of the HELIAUS Services; provided, however, the invoicing, payment, and billing terms for the HELIAUS Services shall be governed by this Agreement. The Parties acknowledge and agree that the HELIAUS Services are otherwise separate and distinct from the Services under this Agreement, and that any use or non-use of the HELIAUS Services shall not expand the Allied Universal scope of Services and/or liability hereunder. The HELIAUS Terms may be found at www.aus.com/service-terms and by signing the Agreement Client acknowledges receipt and agrees to the HELIAUS Terms. "HELIAUS" is a service mark of Allied Universal.

OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA RESOLUTION NO. 2024-R07

A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA, AS DUTY AND OBLIGATION TO OVERSEE THE SALE OF OHPA PROPERTY, PARCEL NUMBER 00-00-31-1800-0017-0100, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Ocean Highway and Port Authority of Nassau County, Florida ("OHPA") is an independent, special district created and chartered under the laws of the State of Florida, Chapter 2005-293, as authorized by Florida Statutes, Chapter 189.

WHEREAS, OHPA is the record title holder of real property located at 332 N 3rd Street, Fernandina Beach, Florida 32034, and identified by the Nassau County Property Appraiser as Parcel Number 00-00-31-1800-0017-0100 ("Property").

WHEREAS, per its Charter, OHPA has the authority, duty, and obligation to oversee the management OHPA owned real estate, including the above described Property.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS OF THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA THAT:

Section 1. OHPA will oversee the sale of OHPA property at the location 332 N 3rd Street, Fernandina Beach, Florida 32034, Parcel Number 00-00-31-1800-0017-0100, per its Charter.

Section 2. Any such sale of OHPA the Property will be conditioned upon covenants and restrictions, recorded in the public records of Nassau County, Florida, limiting any development of the Property to single-family residence(s) as provided for and regulated by the City of Fernandina Beach, Florida, land development code, the State of Florida Building Code and any other applicable local, state and federal laws and regulations.

RESOLVED FURTHER THAT the Ocean Highw	vay and Port Authority of Nassau
County, Florida hereby adopts the foregoing	Resolution, dated thisday of
, 2024.	, <u>——</u> , <u>-</u>
	OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA
Анупрод.	Miriam Hill, as its Chairwoman
ATTEST:	
Justin Taylor, as its Vice Chairman	

OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA RESOLUTION NO. 2024-R08

A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA, AS DUTY AND OBLIGATION TO CATEGORIZE THE PURPOSE AND ALLOCATION OF SALE PROCEEDS FROM THE OHPA PROPERTY, PARCEL NUMBER 00-00-31-1800-0017-0100, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Ocean Highway and Port Authority of Nassau County, Florida ("OHPA") is an independent, special district created and chartered under the laws of the State of Florida, Chapter 2005-293, as authorized by Florida Statutes, Chapter 189.

WHEREAS, OHPA is the record title holder of real property located at 332 N 3rd Street, Fernandina Beach, Florida 32034, and identified by the Nassau County Property Appraiser as Parcel Number 00-00-31-1800-0017-0100 ("Property").

WHEREAS, per its Charter, OHPA has the authority, duty, and obligation to oversee the management OHPA owned real estate, including the above described Property.

Now therefore be it resolved by the commissioners of the Ocean Highway and Port Authority of Nassau County, Florida that:

Section 1. The sale, and all conditions thereto, of the Property described above will be subject to the approval of the OHPA Board of Commissioners.

Section 2. The proceeds received by OHPA from the sale of the Property shall be allocated as follows:

- A. The funding, either in total or in part, of a remodel and/or upgrade of the structure more commonly known as the "Customs House" at 403 N 3rd Street, Fernandina Beach, FL, for future use by OHPA, subject to further approval by the OHPA Board of Commissioners; or,
- B. Deposited in OHPA's Reserve Fund, subject to further approval by the OHPA Board of Commissioners.

RESOLVED FURTHER THAT the Ocean Highw	vay and Port Authority of Nassau
County, Floridahereby adopts the foregoing	Resolution, dated thisday of_
, 2024.	·
	OCEAN HIGHWAY AND PORT AUTHORITY
	of Nassau County, Florida
	Miriam Hill, as its Chairwoman
ATTEST:	
Justin Taylor, as its Vice Chairman	

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "<u>Agreement</u>") is made and entered into as of this day of June, 2024 (the "<u>Effective Date</u>"), even if signed on a different date, by and between the Ocean Highway and Port Authority of Nassau County, a body politic and corporate and a political subdivision under the constitution and laws of the State of Florida (the "<u>Seller</u>"), and Nassau Terminals LLC, a Delaware limited liability company the ("<u>Purchaser</u>"). Seller and Purchaser are herein sometimes referred to individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>" to this Agreement.

RECITALS

WHEREAS, Seller is the owner of that certain vessel known as the FORT CLINCH (U.S. Coast Guard Official No. 907272) (such vessels, together with all parts, equipment, machinery, implements, accessories, and appurtenances onshore and aboard, the "Vessel") and the vehicles and other equipment identified in Exhibit "A" hereto (collectively, the "Equipment" and together with the Vessel, the "Subject Assets"); and

WHEREAS, Seller wishes to sell the Subject Assets to Purchaser, and Purchaser wishes to purchase the Subject Assets from Seller, in each case subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Sale

Subject to the terms and conditions of this Agreement, at the Closing (as defined herein), Seller agrees to grant, sell, convey, assign, transfer, and deliver to Purchaser all right, title, and interest of Seller in and to the Subject Assets free and clear of any liens, mortgages or encumbrances.

Section 2. Purchase Price and Payment

The total purchase price for the Subject Assets shall be the sum of One Million USD (\$1,000,000.00) (the "Purchase Price"). On or before the Closing Date (as defined below), Purchaser shall pay Seller the Purchase Price by wire transfer of immediately available funds to Seller's account. The wire transfer instructions for Seller's account are attached hereto as Exhibit "B".

Section 3. Closing and Closing Date

Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement shall take place at a closing (the "<u>Closing</u>") no later than 11:59 p.m. Central Standard Time on June [•], 2024, or at such other time or on such other

date as Seller and Purchaser may mutually agree in writing. The date on which the Closing is to occur is herein referred to as the "Closing Date". Unless otherwise agreed to in writing by the Parties, the Closing shall take place through the exchange of copies of the duly executed sale documents by scanned electronic mail with the subsequent exchange of original executed counterparts as soon as practicable after the Closing.

Section 4. Delivery; Risk of Loss; Closing Deliverables

- (a) The Subject Assets shall be delivered to Purchaser at the Closing at Purchaser's facility located at 315 N. 2nd Street, Fernandina Beach, Florida 32034, as otherwise agreed to in writing between the Parties, with the Vessel being delivered to Purchaser safely afloat at such location. Seller shall deliver the Vessel to Purchaser at the Closing with full Subchapter M certification, a valid and in effect Certificate of Inspection issued by the U.S. Coast Guard, and a valid and in effect Certificate of Documentation with a coastwise endorsement issued by the U.S. Coast Guard. At the Closing, the Parties shall execute a Protocol of Delivery and Acceptance, in the form attached hereto as **Exhibit "C"**, to evidence the delivery and acceptance of the Subject Assets. Simultaneous with the Closing, all risk of loss or damage to the Subject Assets shall transfer to Purchaser. Prior to Closing, the risk of loss of the Subject Assets shall be borne by the Seller until the Closing.
- (b) At or prior to the Closing, Seller shall deliver a (i) CG-1340 Bill of Sale (the "<u>Vessel Bill of Sale</u>") fully executed by Seller in the form attached hereto as <u>Exhibit "D"</u> pursuant to which Seller shall fully transfer and set over to Purchaser all right, title, and interest in and to the Vessel, and (ii) a Bill of Sale and General Assignment (the "<u>Equipment Bill of Sale</u>" and together with the Vessel Bill of Sale, the "<u>Bills of Sale</u>") in the form attached hereto as <u>Exhibit "E"</u> pursuant to which Seller shall fully transfer and set over to Purchaser all right, title, and interest in and to the Equipment.
- (c) At or as soon after the Closing as is practicable, and without further consideration, Seller shall (i) execute and deliver such further instruments and documents and do such acts and things as Purchaser may reasonably request in order to effect or confirm the transactions contemplated by this Agreement (e.g. execution of documents regarding sales tax, title transfer, or such similar items), and (ii) deliver to Purchaser copies of any and all service and warranty records, equipment logs, vessel plans and diagrams, drawings, technical manuals, transfer procedures, maintenance records, operating guides and manuals, and other similar documents and records in Seller's possession relating to the Subject Assets.

Section 5. Pre-Closing Inspection

(a) For a period not to exceed thirty (30) days from the Effective Date (the "<u>Due Diligence Period</u>"), Purchaser shall be entitled to (i) conduct a comprehensive inspection of the Subject Assets at their then-current location in Nassau County, Florida, (ii) undertake further inspection of the Vessel's underwater portions, and (iii) relocate and dry-dock the Vessel for a dry-dock inspection, in each case, as deemed necessary by Purchaser, at its sole cost, risk, and expense (collectively, the "<u>Condition Inspection</u>"). The results of the Condition Inspection shall be satisfactory to Purchaser in its sole and unfettered discretion. For the avoidance of doubt, all costs and expenses associated with the Condition Inspection and any towage, transportation, and/or

insurance costs and expenses prior to or following the Condition Inspection shall be for Purchaser's account.

- (b) Seller shall cooperate with the Condition Inspection and accommodate all reasonable requests by Purchaser in connection with the Condition Inspection, including but not limited to by connecting the Vessel to shore power and starting and demonstrating all machinery on board the Vessel. Seller shall also provide copies of all vessel and equipment documents (electronic or paper copies) to Purchaser.
- (c) Notwithstanding anything herein to the contrary, this Agreement may be terminated and the transactions contemplated hereby abandoned prior to the Closing if:
 - (i) Purchaser gives Seller written notice prior to the expiration of the Due Diligence Period and elects to terminate this Agreement on the basis that the Condition Inspection proves unsatisfactory to Purchaser in Purchaser's sole discretion, in which case Seller shall reimburse Purchaser for the actual cost incurred by Purchaser to conduct the Condition Inspection; or
 - (ii) A Subject Asset is materially damaged or destroyed prior to Closing by fire or other casualty and either Party elects to terminate this Agreement by providing written notice to the other.

Section 6. Taxes

The transfer of the Subject Assets to Purchaser is not made in Seller's regular course of business and therefore, is considered an occasional sale and not subject to sales or use tax in the applicable taxing jurisdiction. However, any taxes imposed by any county, parish, state, or local authority on the sale of the Subject Assets shall be borne by Purchaser. Any ad valorem, property, and similar taxes and assessments for any period on or prior to the Closing Date will be the responsibility of Seller, and any ad valorem, property, and similar taxes and assessments for any period after the Closing Date will be the responsibility of Purchaser.

Section 7. Indemnification

- (a) Purchaser shall protect, release, save, defend, indemnify, and hold harmless Seller, its affiliates, and its and their respective members, managers, directors, officers, agents, employees, successors, and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, and related costs, expenses, and disbursements, including reasonable attorneys' fees and expenses, of whatsoever kind and nature, whether presently known or unknown, imposed on, asserted against, or incurred by Seller or any Subject Asset in any way relating to or arising out of or alleged to be attributable to, related to, or arising out of (i) any failure of or any inaccuracy in or breach of any representation, warranty, or covenant made by Purchaser hereunder; or (ii) Purchaser's ownership or operation of the Subject Assets after the Closing Date.
- (b) Seller shall protect, release, save, defend, indemnify, and hold harmless Purchaser, its affiliates, and its and their respective members, managers, directors, officers, agents,

employees, successors, and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, and related costs, expenses, and disbursements, including reasonable attorneys' fees and expenses, of whatsoever kind and nature, whether presently known or unknown, imposed on, asserted against, or incurred by Purchaser or any Subject Asset in any way relating to or arising out of or alleged to be attributable to, related to, or arising out of (i) any failure of or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller hereunder; (ii) Seller's ownership or operation of the Subject Assets on or prior to the Closing Date; or (iii) Seller's failure to re-pay or return any grant funding received from the United States Maritime Administration ("MARAD") in connection with Seller's acquisition of the Subject Assets or to otherwise satisfy any conditions or disposition restrictions imposed by MARAD in connection with the sale of the Subject Assets or the disposition of any such grant funding.

(c) For avoidance of doubt, the aforementioned defense, indemnity, and hold harmless obligations set forth in Section 7(a) and Section 7(b) above shall apply regardless of the alleged sole or concurrent fault, negligence, and/or strict liability of the indemnitor or the indemnitor's employees.

Section 8. Condition of the Subject Assets

THE SUBJECT ASSETS ARE TRANSFERRED BY SELLER TO PURCHASER ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS. EXCEPT AS SET FORTH IN <u>SECTION 10</u> BELOW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF SEAWORTHINESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Section 9. No Consequential Damages

Under no circumstances and under no theory of law, whether contract, quasicontract, strict liability, warranty, tort (including the sole or concurrent negligence), fault, or any other theory of law or cause of action, shall Purchaser or Seller have any liability to the other for (i) loss of revenue, loss of profit, loss of use of capital or production delays, loss of any portion of or all of a vessel, delays in delivery of the Subject Assets, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities or vessels, in each case, regardless of whether such claim, or the basis thereof, is considered as a consequential damage or not, or (ii) indirect or consequential loss or damage, however and whenever arising under this Agreement or as a result of or in connection with the Subject Assets, and whether based on negligence, whether sole or concurrent or active or passive, or unseaworthiness, breach of warranty, breach of contract, or otherwise.

Section 10. Representations and Warranties of Seller

Seller represents and warrants that the following statements are true, correct, and complete as of the Effective Date and will be true, correct, and complete as of the Closing Date as though made then:

- (a) Seller is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, with full limited liability company power and authority to conduct its business.
- (b) Seller is the sole lawful owner of the Subject Assets, has good, valid, merchantable, and lawful title to the whole of the Subject Assets, and is duly authorized to sell the Subject Assets. The Subject Assets are subject to no claims, charters, attachments, charges, restrictions, pledges, liens, encumbrances, mortgages, security interests, leases, management agreements, rights of third parties, or other encumbrances of any nature or kind whatsoever.
- (c) There is no action, suit, or proceeding pending against the Seller or the Subject Assets before or by any court, administrative agency, or other governmental authority, which brings into question the validity of, or might in any way impair, the execution, delivery, or performance by the Seller, of any Seller document.
- (d) Seller is fully authorized to enter into this Agreement, and this Agreement constitutes the legal, valid, and binding obligation of Seller.
 - (e) The Subject Assets do not comprise all or substantially all of Seller's assets.
 - (f) Seller is a citizen of the United States as set forth in 46 U.S.C. § 50501.
- (g) No registration with or approval of any governmental agency or commission is necessary for the performance of Seller's obligations hereunder or, if required, all such registrations and approvals shall be made and/or obtained at or prior to Closing. Seller specifically warrants that neither it nor the Subject Assets are subject to any restriction imposed by any governmental entity or agency which would prevent, limit, restrict or impair the sale of the Subject Assets to Purchaser and or the subsequent use of the Vessel in the coastwise trade of the United States, and further warrants that the sale of the Subject Assets to Purchaser will not violate any federal or state statute or regulation, including, without limitation, any statute or regulation relating to capital construction or reconstruction funds.

Section 11. Representations and Warranties of Purchaser

Purchaser represents and warrants that the following statements are true, correct, and complete as of the Effective Date and will be true, correct, and complete as of the Closing Date as though made then:

- (a) Purchaser is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, with full limited liability company power and authority to conduct its business.
- (b) Purchaser is duly authorized and has all power and authority necessary to purchase the Subject Assets.
- (c) There is no action, suit or proceeding pending against the Purchaser before or by any court, administrative agency, or other governmental authority which brings into question the

validity of, or might in any way impair, the execution, delivery, or performance by the Purchaser, of any Purchaser document.

- (d) Purchaser is fully authorized to enter into this Agreement, and this Agreement constitutes the legal, valid, and binding obligation of Purchaser.
 - (e) Purchaser is a citizen of the United States as set forth in 46 U.S.C. § 50501.

Section 12. Confidentiality

Seller and Purchaser agree that the terms and conditions of this Agreement shall be and remain confidential and neither Party shall disclose the existence of this Agreement or any of the terms hereof to any person or entity other than such persons or entities which require knowledge of the Agreement in order to consummate the sale (by way of example, but not by limitation, parties hired by Seller such as marine surveyors, attorneys, and accountants).

Section 13. Choice of Law; Forum Selection; Jury Waiver

The validity and interpretation of this Agreement and the legal relations of the Parties to it shall be governed, to the extent applicable, by the general maritime law of the United States, and, to the extent that the general maritime law of the United States is not applicable, the laws of the State of Florida, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. The Parties hereto hereby further irrevocably consent that any legal action or proceeding against either of them under, arising out of, or in any manner relating to this Agreement shall be brought in either the Circuit Court for the County of Nassau, State of Florida, or in the United States District Court for the Middle District of Florida (the Circuit Court and the United States District Court for the Middle District of Florida are hereinafter collectively referred to as the "Florida Courts"). The Parties hereto, by execution of this Agreement, expressly and irrevocably assent and submit to the personal jurisdiction of the Florida Courts in any such action or proceeding.

EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, OR PROCEEDING RELATED TO THIS AGREEMENT.

Section 14. Amendment and Modification; Waiver

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 15. Survivability

The waivers, indemnities, representations, and warranties set forth in this Agreement shall survive the Closing.

Section 16. Assignability

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 17. Notices

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement will be deemed to have been sufficiently given or served for all purposes if delivered personally to the Party; if sent by email to the Party at the email address set forth below, but only with proof of transmission and receipt; or if sent by registered or certified U.S. mail, postage and charges prepaid, or by a nationally recognized overnight courier service (such as FED EX or UPS) to the Parties at the addresses set forth below:

PURCHASER:

Nassau Terminals LLC c/o Savage Services Corporation 901 W. Legacy Center Way Midvale, Utah 84047

Attn: [•]

SELLER:

Ocean Highway and Port Authority Nassau County Annex 86130 License Road, Suite 9 Fernandina Beach, Florida 32034

Attn: [•]

Section 18. Commissions

Seller and Purchaser represent and warrant to each other that they have not dealt with a broker, agent, ship charterer, or finder in connection with the transaction made the basis of this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from third-party claims for brokers' fees, finder's fees or commissions made by persons alleging engagement by the indemnifying Party.

With a copy to:

General Counsel Savage Services Corporation 901 W. Legacy Center Way Midvale, Utah 84047

Section 19. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, DocuSign, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 20. Attorneys' Fees and Costs

In the event of any litigation between the Parties under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and litigation or other expenses of any kind that are incurred, including but not limited to those that are incurred prior to litigation. Wherever provision is made in this Agreement or otherwise, for "attorneys' fees" or expenses, such term shall be deemed to include accountants' and attorneys' fees and court costs, whether or not litigation has commenced, including those for appellate proceedings and for paralegals and similar persons, and expert witnesses. The provisions of this Section shall survive either the performance or termination of this Agreement.

Section 21. Severability

If any clause or provision contained in this Agreement or in any document or instrument to be delivered pursuant hereto, operates or would operate to invalidate this Agreement or such document or instrument, in whole or in part, such clause or provision shall be held ineffective, as though not herein or therein contained, and the remainder of this Agreement or such document or instrument shall remain operative and in full force and effect.

Section 22. Recitals

The Recitals are incorporated into this Agreement as integral terms of the Agreement.

Section 23. Exhibits

All Exhibits referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied at full length herein.

[SIGNATURE PAGE TO FOLLOW]

THUS DONE AND SIGNED on the dates set forth below in multiple counterpart originals, but effective as of the Effective Date set forth above.

THORITY

EXHIBIT A EQUIPMENT

- 1. Unit S1099 2016 Ottawa S/N 340185
- 2. Unit S1109 2016 Ottawa S/N 340879
- 3. Unit S1127 2016 Ottawa S/N 342269
- 4. Unit S1120 2015 Ottawa S/N 340571
- 5. Unit S1106 2016 Ottawa S/N 340720
- 6. Unit S1121 2016 Ottawa S/N 340684

EXHIBIT B Wire Instructions for Seller's Account

[INSERT]

EXHIBIT C

Form of Protocol of Delivery and Acceptance

The Ocean Highway and Port Authority of Nassau County ("<u>Seller</u>"), and Nassau Terminals LLC ("<u>Purchaser</u>") hereby certify that, in accordance with that certain Purchase and Sale Agreement, dated June [•], 2024, by and between Seller and Purchaser (the "<u>Purchase Agreement</u>"), Seller has delivered to Purchaser, and Purchaser has accepted and taken possession of the assets listed below and all of its equipment and appurtenances and assumed all risk of loss related thereto, as of and on the date, place and time of delivery set forth below:

Name	Date	Place	Time
FORT CLINCH			CST
 Unit S1099 2016 Ottawa S/N 340185 			
• Unit S1109 2016 Ottawa S/N 340879			
• Unit S1127 2016 Ottawa S/N 342269			
• Unit S1120 2015 Ottawa S/N 340571			
• Unit S1106 2016 Ottawa S/N 340720			
• Unit S1121 2016 Ottawa S/N 340684			

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

This Protocol of Delivery and Acceptance (this "<u>Protocol</u>") may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Seller and Purchaser may execute this Protocol in original, but each Party agrees hereto that a facsimile, PDF or other electronic transmission of such signature shall be deemed binding on each Party.

The Ocean Highway and Port Authority of Nassau County	Nassau Terminals LLC	
By:	By:	
Name:	Name:	
Title:	Title:	

EXHIBIT D Form of Vessel Bill of Sale

	HOMELAND SECURITY	OMB No: 1625-0027
U.S. Coa BILL OF		Expires: 04/30/2023
1. VESSEL NAME	JALL	2. OFFICIAL NUMBER OR HULL ID NUMBER
3. NAME(S) AND ADDRESS(ES) OF SELLERS		
3A. TOTAL INTEREST OWNED (IF LESS THAN 100%):%		
4. NAME(S) AND ADDRESS(ES) OF BUYER(S) AND INTEREST TRANSFER	RED TO EACH	
4A. TOTAL INTEREST TRANSFERRED (100% UNLESS OTHERWISE SPECI	FIED):%	
4B. MANNER OF OWNERSHIP. UNLESS OTHERWISE STATED HEREIN, TI TENANT OWNING AN EQUAL UNDIVIDED INTEREST. CHECK ONLY ONE O OWNERSHIP.		
JOINT TENANCY WITH RIGHT OF SURVIVORSHIP TE	NANCY BY THE ENTIRETIES	COMMUNITY PROPERTY
OTHER (DESCRIBE)		
5. CONSIDERATION RECEIVED (ONE DOLLAR AND OTHER VALUABLE CO	INSIDERATION UNLESS OTHERWI	ISE STATED)
I (WE) DO HEREBY SELL TO THE BUYER(S) NAMED ABOVE, THE RIGHT IN THE PROPORTION SPECIFIED HEREIN.	T, TITLE AND INTEREST IDENTIFIE	D IN BLOCK 4 OF THIS BILL OF SALE,
VESSEL IS SOLD FREE AND CLEAR OF ALL LIENS, MORTGAGES, AND OT STATED ON THE REVERSE HEREOF. VESSEL IS SOLD TOGETHER WITH ANCHORS, CABLES, TACKLE, FURNITURE, AND ALL OTHER NECESSARIE THE REVERSE HEREOF.	AN EQUAL INTEREST IN THE MAS	TS, BOWSPRIT, SAILS, BOATS,
7. SIGNATURES OF SELLER(S) OR PERSON(S) SIGNING ON BEHALF OF	BELLER(S).	8. DATE SIGNED
9. NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN W	HICH SIGNED (E.G., OWNER, AGE	NT, TRUSTEE, EXECUTOR)
10. ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OT STATES TO TAKE OATH.)	HER OFFICIAL AUTHORIZED BY A	LAW OF A STATE OR THE UNITED
ON THE PERSON(S) NAMED IN	SECTION 9 STATE:	
(DATE) ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT IN THEIR STATED CAPACITY(IES) FOR THE PURPOSE THEREIN CONTAIN		
	NOTARY PUBLIC:	
	HOTELT FOOLO.	
	MY COMMISSION EXPIRES:	(DATE)
00 4940 (95100)	a Edition Obsolute	,,
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VESSEL DATA	
(COMPLETE THIS SECTION ONLY IF VESSEL HAS NEVER BEEN DOCUMENTED AND DOES NOT HAVE A HULL IDENTIFICATION NUMBER.)	
A. BUILDER	B. BUILDER'S HULL NUMBER
C. FORMER NAME(S)	D. FORMER MOTORBOAT NUMBERS
E. FORMER ALIEN REGISTRATIONS	F. DIMENSIONS
	L= B= D=
G. PERSON FROM WHICH SELLER OBTAINED VESSEL	SIGNATURE OF SELLER

WARRANTIES/APPURTENANCES/LIMITATIONS/EXCEPTIONS

INSTRUCTIONS

- 1. NDICATE CURRENT DOCUMENTED NAME, (IF VESSEL HAS NEVER BEEN DOCUMENTED SELLER MUST COMPLETE AND SIGN DATA SECTION ABOVE.)
- NDICATE OFFICIAL NUMBER AWARDED TO VESSEL OR HULL DENTIFICATION NUMBER ASSIGNED BY MANUFACTURER. (IF THE VESSEL HAS NO HULL DENTIFICATION NUMBER AND HAS NEVER BEEN DOCUMENTED, SELLER MUST COMPLETE AND SIGN THE VESSEL DATA SECTION ABOVE.)
- NSERT LEGAL NAMES AND ADDRESSES OF ALL PERSONS SELLING VESSEL, ALONG WITH TOTAL INTEREST OWNED BY THOSE PERSONS. IF MORE ROOM IS NEEDED, AN ATTACHMENT MAY BE MADE SHOWING THE ADDRESSES OF THE SELLERS.
- 3A. SELF-EXPLANATORY.
- 4. NSERT NAMES AND ADDRESSES OF ALL BUYERS, ALONG WITH THE INTEREST TRANSFERRED TO EACH, IF THERE IS MORE THAN ONE BUYER AND NO DIVISION OF INTEREST IS SHOWN, THIS BILL OF SALE WILL RESULT IN EACH BUYER HOLDING AN EQUAL INTEREST. (IF MORE ROOM IS NEEDED, AN ATTACHMENT MAY BE MADE SHOWING THE ADDRESSES OF THE BUYERS.)
- 4A. SELF-EXPLANATORY
- 4B. CHECK ONE OF THE BLOCKS TO CREATE A FORM OF OWNERSHIP OTHER THAN A TENANCY IN COMMON, IF "OTHER" IS CHECKED, THE FORM OF OWNERSHIP MUST BE DESCRIBED.
- 5. OPTIONAL IF THE AMOUNT PAID FOR THE VESSEL IS INSERTED, IT WILL BE NOTED ON THE VESSEL'S GENERAL INDEX.
- 6. SELF-EXPLANATORY, USE "REMARKS" SECTION ABOVE IF VESSEL IS NOT SOLD FREE AND CLEAR, OR TO LIST VESSEL APPURTENANCES WHICH ARE NOT SOLD WITH THE VESSEL.
- 7. SELF-EXPLANATORY.
- 8. SHOW THE DATE ON WHICH THE INSTRUMENT IS SIGNED.
- 8. IN ADDITION TO THE PRINTED OR TYPED NAME OF THE SIGNER, SHOW WHETHER THAT PERSON WAS ACTING AS AN OWNER, AS AN AGENT FOR AN OWNER, AS TRUSTEE, AS THE PERSONAL REPRESENTATIVE OR EXECUTOR OF AN ESTATE, OR OTHER CAPACITY WHICH ENTITLED THAT PERSON TO SIGN THE BILL OF SALE.
- 10. ANY ACKNOWLEDGMENT IN SUBSTANTIAL COMPLIANCE WITH THE LAW OF THE STATE WHERE TAKEN MAY BE ATTACHED TO THIS INSTRUMENT IN LIEU OF THE PREPRINTED ACKNOWLEDGMENT.
- NOTE: THIS INSTRUMENTWILL BE INELIGIBLE FORFILING AND RECORDING IF ALTERED AFTER EXECUTION AND ACKNOWLEDGMENT. ANY ALTERATIONS MADE PRIOR TO EXECUTION MUST BE ATTESTED BY THE PERSON TAKING THE ACKNOWLEDGMENT.

PRIVACY ACT STATEMENT

- 1. AUTHORITY: 46 U.S.C. CHAPTER 313, COMMERCIAL INSTRUMENTS AND MARITIME LIENS AND 46 CFR PART 67, DOCUMENTATION OF
- 2. PURPOSE: TO PUBLISH AND PROVIDE A PUBLIC RECORD (AVAILABLE FOR PUBLIC INSPECTION/COPYING) OF THE SALE OR CHANGE OF OWNERSHIP OF A VESSEL WHICH IS DOCUMENTED, WILL BE DOCUMENTED, OR HAS BEEN DOCUMENTED PURSUANT TO 46 U.S.C. CHAPTER 121.
- ROUTINE USES: AUTHORIZED USCG PERSONNEL WILL USE THIS INFORMATION TO VALIDATE THE SALE AND TO DEVELOP STATISTICAL DATA RELATED TO DOCUMENTED VESSELS. ANY DISCLOSURES OF DATA WITHIN THIS RECORD WILL BE MADE IN ACCORDANCE DHS/USCG-013, MARINE INFORMATION FOR SAFETY AND LAW ENFORCEMENT (MISLE), 74 FEDERAL REGISTER (FR) 30305, JUNE 25, 2009.
- 4. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: VOLUNTARY. HOWEVER, FAILURE TO PROVIDE THE REQUESTED INFORMATION COULD PREVENT THE BILL OF SALE FROM BEING FILED. FURTHERMORE, BILLS OF SALE WHICH ARE NOT FILED ARE DEEMED INVALID AGAINST ANY PERSON EXCEPT THE GRANTOR OR A PERSON HAVING ACTUAL KNOWLEDGE OF THE SALE.

AN A GENCY MAY NOT CONDUCT OR SPONSOR, AND A PERSON IS NOT REQUIRED TO RESPOND TO A COLLECTION OF INFORMATION UNLESS IT DISPLAYS A VALID OMB CONTROL NUMBER

THE COAST GUARD ESTIMATES THAT THE AVERAGE BURDEN FOR THIS FORM IS 20 MINUTES, YOU MAY SUBMIT ANY COMMENTS CONCERNING THE ACCURACY OF THIS BURDEN ESTIMATE OR MAKE SUGGESTIONS FOR REDUCING THE BURDEN TO: U.S. COAST GUARD, NATIONAL VESSEL DOCUMENTATION CENTER, 792 TJ JACKS ON DRIVE, FALLING WATERS, WEST VIRGINIA 25419, OR OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1625-0027). WASHINGTON, DC 20503.

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EXHIBIT E

Form of Equipment Bill of Sale

BILL OF SALE AND GENERAL ASSIGNMENT

This Bill of Sale and General Assignment (this "<u>Bill of Sale</u>") is made and entered into as of the [•] day of June, 2024, by and between the Ocean Highway and Port Authority of Nassau County, a body politic and corporate and a political subdivision under the constitution and laws of the State of Florida (the "<u>Seller</u>"), and Nassau Terminals LLC, a Delaware limited liability company the ("<u>Purchaser</u>"). Seller and Purchaser are herein sometimes referred to individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>" to this Bill of Sale.

WHEREAS, Seller and Purchaser are parties to that certain Purchase and Sale Agreement, dated effective as of June [•], 2024 (the "<u>Purchase Agreement</u>"), a copy of which is attached hereto as Exhibit "A" and made a part hereof, pursuant to which Seller agreed to sell and Purchaser agreed to purchase, *inter alia*, the Equipment listed in Exhibit "A" thereto; and

WHEREAS, Purchaser has paid the Purchase Price to Seller and is otherwise prepared to close on the acquisition of the Equipment pursuant to the Purchase Agreement, and in connection therewith, Seller has agreed to sell, assign, grant, transfer, convey and deliver the Equipment to Purchaser, free and clear of any liens or other encumbrances, on the terms and conditions set forth herein and in the Purchase Agreement.

NOW, **THEREFORE**, for and in consideration of the premises and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree and acknowledge as follows:

- 1. <u>Capitalized Terms; Conflicting Terms</u>. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.
- 2. <u>Sale and Assignment</u>. Subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby sells, assigns, grants, transfers, conveys, and delivers to Purchaser, and Purchaser hereby purchases and accepts from Seller, on an "as is, where is" basis, free and clear of any liens or other encumbrances, the Equipment and all of Seller's right, title, and interest in and to the Equipment. Each representation, warranty, and covenant of each Party set forth in the Purchase Agreement is true and correct as of the date hereof and reaffirmed in all respects as if set forth in this Bill of Sale.
- 3. <u>Counterparts.</u> This Bill of Sale may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale or other documents delivered pursuant hereto delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.
- 4. <u>Further Assurances</u>. Each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and

assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Bill of Sale.		
[Signature Pages Follow]		

IN WITNESS WHEREOF, this Bill of Sale has been executed by the Seller as of the date first above written.

WITNESSES:	THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY
Print Name:	By:
Print Name:	
STATE OF FLORIDA §	WLEDGEMENT
On this day of June, 2024, before behalf of the Ocean Highway and Port Aut foregoing instrument on behalf of said compared to the compare	ore me personally appeared on hority of Nassau County, and who has executed the any and declared to me that such person signed his/her and Managers of said company and as a free act and ament is authentic.
	Notary Public

IN WITNESS WHEREOF, this Bill of Sale has been executed by the Purchaser as of the date first above written.

WITNESSES:	NASSAU TERMINALS LLC
Print Name:	By: Name:
Time i vanie.	Title:
Print Name:	
	NOWLEDGEMENT
STATE OF FLORIDA § COUNTY OF NASSAU §	
behalf of Nassau Terminals LLC, and wh company and declared to me that such	of one of has executed the foregoing instrument on behalf of said person signed his/her name thereto by authority of the vand as a free act and deed, and that his/her signature on
	Notary Public



New Business

















