

Tischler, Tarin

From: Linda Martin <Linda@cmgyacht.com>
Sent: Monday, July 25, 2022 4:41 PM
To: Tischler, Tarin
Cc: DeFreitas, Michele; Ron; Jon Hines; Kelly Brandenburg - CBI
Subject: Capital Marine Group (EPAID: FLR000234906) Exit Interview CEI 06/29/2022
Attachments: FDEP EPA ID - FLR000234906 (Exit Interview Response 06-29-22)_000016.pdf

Importance: High

EXTERNAL MESSAGE

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Good Afternoon Tarin,

Attached please find the documentation as requested. Please feel free to contact me should you have any questions or require any additional information.

Thank you – Have a nice evening.

Regards,

Linda

Capital Marine Group LLC.

Linda Martin

Senior Administrator

PO Box 22416

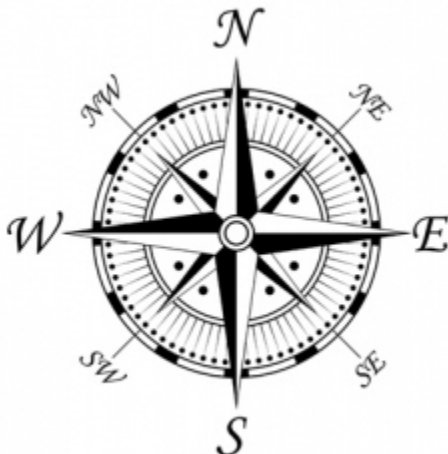
Fort Lauderdale, FL 33316

Cell: 561-343-1961

Office: 954-764-4220

Email: linda@cmgyacht.com

www.capitalmarinegroupllc.com



From: Jon Hines <jon@cmgyacht.com>
Sent: Tuesday, July 19, 2022 10:31 AM
To: Linda Martin <Linda@cmgyacht.com>; 'Kelly Brandenburg' <compliance@cliffberryinc.com>
Subject: FW: Capital Marine Group (EPAID: FLR000234906) Exit Interview CEI 06/29/2022

Linda,

I need you to work on this with Ron and compose an email for review prior to us sending it to the DEP.

Ron you should have copies of manifest from when we started that you will need to dig up. If we did not do our first job until lets say July of 21 since we formed the company March of 20' that's ok we will just tell them that.

As you see this is due by the 25th, let me know if you have any questions.

From: Tischler, Tarin <Tarin.Tischler@FloridaDEP.gov>
Sent: Friday, July 1, 2022 4:05 PM
To: Jon Hines <jon@cmgyacht.com>
Cc: DeFreitas, Michele <Michele.DeFreitas@FloridaDEP.gov>
Subject: Capital Marine Group (EPAID: FLR000234906) Exit Interview CEI 06/29/2022

Mr. Hines,

This email serves as the Exit Interview for the Florida Department of Environmental Protection Compliance Evaluation Inspection (CEI) of Capital Marine Group, LLC on 06/29/2022. Thank you for taking time out of your busy schedule to guide inspectors around your facility and explain your processes. We appreciate your cooperation with our inspection procedures. As discussed during the inspection, the Department is requesting additional documentation to determine your facility's compliance.

Please submit the documentation requested below by 07/25/2022. I am available via phone or email if you have any questions or concerns regarding the required documentation. At this time the Department is requesting the following:

- ***Nonhazardous waste manifests for oily water/ bilge water shipments from the following months:***
 - October 2019
 - December 2019
 - February 2021
 - June 2021
 - July 2021
 - November 2021

As mentioned during the inspection, the Department is requesting a sampling of nonhazardous waste manifests from the months above. After these are reviewed, additional manifests may be requested.

- ***The most recent shipment of used oil filters***

At the time of the inspection, inspectors were told CMG does not regularly ship used oil filters, but is registered to do so in case a customer has a requested for filter disposal. Please send the nonhazardous waste manifest documenting the most recent time this has occurred, if applicable.

- ***A blank copy of the "Job Authorization Page" signed by Capital Marine Group Customers***

Thank you,



Tarin Tischler

Environmental Specialist II

Florida Department of Environmental Protection

Southeast District – West Palm Beach

3301 Gun Club Road, MSC 7210-1

West Palm Beach, FL 33406

Tarin.Tischler@FloridaDEP.gov

Office: 561.681.6680



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NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number FL - VSQG		2. Page 1 of 1		3. Emergency Response Phone 954-764-4220		4. Waste Tracking Number 2032021	
		5. Generator's Name and Mailing Address COSTA BRAVA III		Generator's Site Address (if different than mailing address) Oceanika Marina 3480 NW 21 ST Miami, FL 33142				Generator's Phone: 305 634 1682	
GENERATOR		6. Transporter 1 Company Name CAPITAL MARINE GROUP		U.S. EPA ID Number FL 000 234 906		7. Transporter 2 Company Name		U.S. EPA ID Number	
		8. Designated Facility Name and Site Address CLIFF BERRY INC. 3400 SE 9TH AVENUE FT. LAUDERDALE, FL 33316		U.S. EPA ID Number FL 000 083 071		Facility's Phone: 954-763-3390			
TRANSPORTER		9. Waste Shipping Name and Description 1. oily water		10. Containers		11. Total Quantity		12. Unit	
				No. Type		Quantity		WL/Vol.	
				001 TT		650 GAL			
		2.							
		3.							
DESIGNATED FACILITY		4.							
		13. Special Handling Instructions and Additional Information HALOGENS <1000 ppm							
INT'L		14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.							
		Generator's/Offoror's Printed/Typed Name Harvey		Signature <i>[Signature]</i>		Month Day Year 2 3 2021			
TRANSPORTER		15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.		Port of entry/exit: Date leaving U.S.:					
		16. Transporter Acknowledgment of Receipt of Materials		Transporter Signature (for exports only):					
DESIGNATED FACILITY		Transporter 1 Printed/Typed Name Ronald Hogesteyn		Signature <i>[Signature]</i>		Month Day Year 2 3 21			
		Transporter 2 Printed/Typed Name		Signature		Month Day Year			
DESIGNATED FACILITY		17. Discrepancy							
		17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection		Manifest Reference Number:					
DESIGNATED FACILITY		17b. Alternate Facility (or Generator)		U.S. EPA ID Number					
		Facility's Phone:							
DESIGNATED FACILITY		17c. Signature of Alternate Facility (or Generator)		Month Day Year					
		18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in item 17a							
DESIGNATED FACILITY		Printed/Typed Name Javier Ibarra		Signature <i>[Signature]</i>		Month Day Year 2 3 21			

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number FL - V S Q G	2. Page 1 of 1	3. Emergency Response Phone 954-764-4220	4. Waste Tracking Number 2242021	
5. Generator's Name and Mailing Address THE WAYS MARINA			Generator's Site Address (if different than mailing address) THE WAYS MARINA 2180 IDEWILD RD PALM BEACH GARDENS, FL 33410			
Generator's Phone: 561-719-9492			U.S. EPA ID Number FLR 000 234 906			
6. Transporter 1 Company Name CAPITAL MARINE GROUP			U.S. EPA ID Number			
7. Transporter 2 Company Name			U.S. EPA ID Number			
8. Designated Facility Name and Site Address CLIFF BERRY INC 3400 SE 9TH AVENUE FT. LAUDERDALE, FL 33316			U.S. EPA ID Number FLR 000 083 071			
Facility's Phone: 954-763-3390						
9. Waste Shipping Name and Description		10. Containers		11. Total	12. Unit	
		No.	Type	Quantity	Wt./Vol.	
1. ONLY WATER NON HAZARDOUS <1000 PPM>		001	TT	600	GA	
2.						
3.						
4.						
13. Special Handling Instructions and Additional Information						
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.						
Generator's/Offoror's Printed/Typed Name Revelure		Signature <i>[Signature]</i>		Month Day Year 2 24 2021		
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____						
16. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name Jorge Armada		Signature <i>[Signature]</i>		Month Day Year 2 23 21		
Transporter 2 Printed/Typed Name		Signature		Month Day Year		
17. Discrepancy						
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type		<input type="checkbox"/> Residue		<input type="checkbox"/> Partial Rejection		<input type="checkbox"/> Full Rejection
		Manifest Reference Number: _____ U.S. EPA ID Number				
17b. Alternate Facility (or Generator)		U.S. EPA ID Number				
Facility's Phone:						
17c. Signature of Alternate Facility (or Generator)		Month Day Year				
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a:						
Printed/Typed Name Jorge Armada		Signature <i>[Signature]</i>		Month Day Year 2 23 21		

GENERATOR

INT'L

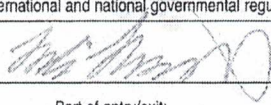

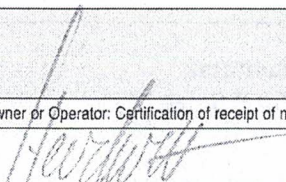
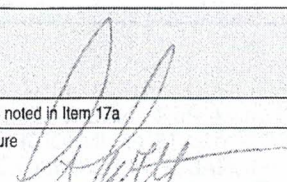
TRANSPORTER

DESIGNATED FACILITY

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NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number FL VSQG	2. Page 1 of 1	3. Emergency Response Phone 954-764-4220	4. Waste Tracking Number 2262021
5. Generator's Name and Mailing Address MIDDLE POINT MARINA			Generator's Site Address (if different than mailing address) 3601 NW South River Dr MIAMI, FL 33142		
Generator's Phone: 786-603-0943					
6. Transporter 1 Company Name CAPITAL MARINE GROUP			U.S. EPA ID Number FLR 000 234 906		
7. Transporter 2 Company Name			U.S. EPA ID Number		
8. Designated Facility Name and Site Address Cliff Berry, Inc. 3400 SE 9th Ave, Ft LAUDERDALE FL 33316			U.S. EPA ID Number FLR 000 083 071		
Facility's Phone: 954-763-3390					
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.
		No.	Type		
1. OILY WATER		001	TT	300	GAL
2.					
3.					
4.					
13. Special Handling Instructions and Additional Information Halogens are < 1000ppm JA.					
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.					
Generator's/Offor's Printed/Typed Name KORBI KESSER		Signature		Month 2	Day 26
15. International Shipments <input type="checkbox"/> Import to U.S.		<input type="checkbox"/> Export from U.S.		Year 2021	
Transporter Signature (for exports only):		Port of entry/exit: Date leaving U.S.:			
16. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name Jorge ARMADA		Signature		Month 2	Day 26
Transporter 2 Printed/Typed Name		Signature		Year 21	
17. Discrepancy					
17a. Discrepancy Indication Space		<input type="checkbox"/> Quantity	<input type="checkbox"/> Type	<input type="checkbox"/> Residue	<input type="checkbox"/> Partial Rejection
		<input type="checkbox"/> Full Rejection			
		Manifest Reference Number:			
17b. Alternate Facility (or Generator)		U.S. EPA ID Number			
Facility's Phone:					
17c. Signature of Alternate Facility (or Generator)				Month	Day
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a					
Printed/Typed Name Hewitt		Signature		Month 2	Day 26
				Year 2021	

GENERATOR
INT'L
TRANSPORTER
DESIGNATED FACILITY

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number FLCESQG	2. Page 1 of 1	3. Emergency Response Phone 954-764-4220	4. Waste Tracking Number 6042021	
5. Generator's Name and Mailing Address LAUDERDALE MARINE CENTER 15 WET CAROLINE			Generator's Site Address (if different than mailing address) LAUDERDALE MARINE 2029 SW 20th St. FORT LAUDERDALE - FL 33315			
Generator's Phone: 954-713-0333						
6. Transporter 1 Company Name CAPITAL MARINE GROUP			U.S. EPA ID Number FLR 000234906			
7. Transporter 2 Company Name			U.S. EPA ID Number			
8. Designated Facility Name and Site Address CLIFF BERRY INC. DANIA 3400 SE 9th Ave - FORT LAUDERDALE - FL - 33316 -			U.S. EPA ID Number FLR 000083071			
Facility's Phone: 954-763-3390						
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.	
		No.	Type			
1. (OILY WATER WASTE) Non-Hazardous 116 gal TWT < 1,000 ppm		91	TT	720	G.	
2.						
3.						
4.						
13. Special Handling Instructions and Additional Information 6022021						
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.						
Generator's/Offor's Printed/Typed Name Michael Messersmith			Signature 		Month 6	Day 4
					Year 21	
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____						
16. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name JORGE ARMADA			Signature 		Month 6	Day 4
					Year 21	
Transporter 2 Printed/Typed Name			Signature		Month	Day
17. Discrepancy						
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
Manifest Reference Number: _____						
17b. Alternate Facility (or Generator)			U.S. EPA ID Number			
Facility's Phone: _____						
17c. Signature of Alternate Facility (or Generator)					Month	Day
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a						
Printed/Typed Name 			Signature 		Month 06	Day 04
					Year 2021	

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number FLCES96	2. Page 1 of 1	3. Emergency Response Phone 954-764-4600	4. Waste Tracking Number 61421	
5. Generator's Name and Mailing Address BATIA MAR MARINA M/Y "SEA HORSE"			Generator's Site Address (if different than mailing address) 201 SEABREEZE BLVD. BATIA MAR MARINA FORT LAUDERDALE 3331C.			
Generator's Phone: 954-627-6309						
6. Transporter 1 Company Name CAPITAL MARINE GROUP			U.S. EPA ID Number FLR 000234906			
7. Transporter 2 Company Name			U.S. EPA ID Number			
8. Designated Facility Name and Site Address CLIFF BERRY DANIA 3400 SE 9TH AVE, FORT LAUDERDALE - 33316			U.S. EPA ID Number FL 000083071			
Facility's Phone: 954-763-3390						
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.	
		No.	Type			
1. DILY WATER WASTE / Non-Haz		001	TT	1600	GAL	
2.						
3.						
4.						
13. Special Handling Instructions and Additional Information HAZARDOUS < 1000 ppm						
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.						
Generator's/Offor's Printed/Typed Name Jordan Thompson			Signature <i>Jordan Thompson</i>		Month 6	Day 14
					Year 21	
INT'L	15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.		Port of entry/exit: Date leaving U.S.:			
	Transporter Signature (for exports only):					
TRANSPORTER	16. Transporter Acknowledgment of Receipt of Materials					
	Transporter 1 Printed/Typed Name Stevan KIMS		Signature <i>Stevan KIMS</i>		Month 6	Day 14
				Year 21		
		Transporter 2 Printed/Typed Name		Signature		Month Day Year
DESIGNATED FACILITY	17. Discrepancy					
	17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
	Manifest Reference Number:					
	17b. Alternate Facility (or Generator) U.S. EPA ID Number					
Facility's Phone:						
17c. Signature of Alternate Facility (or Generator)						
Month Day Year						
18. Designated Facility Owner or Operator Certification of receipt of materials covered by the manifest except as noted in item 17a						
Printed/Typed Name Heardwell		Signature <i>Heardwell</i>		Month 6	Day 14	Year 2021

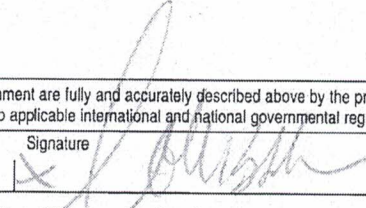
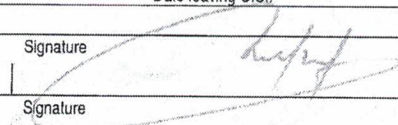
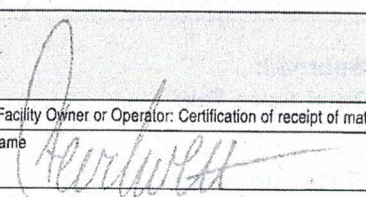
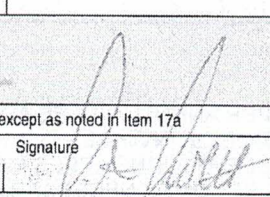
GENERATOR

INT'L

TRANSPORTER

DESIGNATED FACILITY

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number FLCESQG		2. Page 1 of 1	3. Emergency Response Phone 954-764-4220		4. Waste Tracking Number 7022021	
5. Generator's Name and Mailing Address LAUDERDALE MARINE CENTER 114 SERENITY					Generator's Site Address (if different than mailing address) 2029 SW 20TH ST FORT LAUDERDALE FL 33315			
Generator's Phone: 786-308-5215								
6. Transporter 1 Company Name CAPITAL MARINE GROUP					U.S. EPA ID Number FLR 000234906			
7. Transporter 2 Company Name					U.S. EPA ID Number			
8. Designated Facility Name and Site Address CLIFF BERRY DANIA 3400SE 9TH AVE FORT LAUDERDALE-FL 33316					U.S. EPA ID Number FLR 000083071			
Facility's Phone: 954-763-3380								
9. Waste Shipping Name and Description					10. Containers		11. Total Quantity	12. Unit Wt./Vol.
					No.	Type		
1. OILY WATER WASTE (NON HAZARDOUS) (1000 PPM.)					1	TT	150	G
2.								
3.								
4.								
13. Special Handling Instructions and Additional Information								
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.								
Generator's/Offoror's Printed/Typed Name [Signature]					Signature Kevin Orwig		Month Day Year 7 2 21	
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____								
Transporter Signature (for exports only): _____								
16. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name JORGE ARMADA					Signature [Signature]		Month Day Year 7 2 21	
Transporter 2 Printed/Typed Name					Signature		Month Day Year	
17. Discrepancy								
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
Manifest Reference Number: _____								
17b. Alternate Facility (or Generator)							U.S. EPA ID Number	
Facility's Phone: _____								
17c. Signature of Alternate Facility (or Generator)							Month Day Year	
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in item 17a								
Printed/Typed Name [Signature]					Signature [Signature]		Month Day Year 07 02 2021	


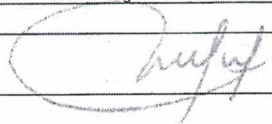
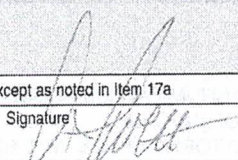
NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number FLCESQR		2. Page 1 of 1		3. Emergency Response Phone 904-764-4220		4. Waste Tracking Number 71521	
		5. Generator's Name and Mailing Address GREEN RYBANK 417 COCO PL 1312 DE FT. LAUDERDALE, FL 33301		Generator's Site Address (if different than mailing address) HARBOR TOWNE MARINA 801 NE 31ST ST DANIA BEACH, FL 33004					
Generator's Phone: 732-770-6707		6. Transporter 1 Company Name CAPITAL MARINE GROUP		U.S. EPA ID Number FLR 000234906					
7. Transporter 2 Company Name				U.S. EPA ID Number					
8. Designated Facility Name and Site Address CLIFF BERRY INC / DANIA 3400 SE 9TH AVE FORT LAUDERDALE FL 33316 (954) 763-3390				U.S. EPA ID Number FLR 000083071					
Facility's Phone:									
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.				
		No.	Type						
1. OILY WATER (Non-Hazardous) < 100 ppm		001	TT	100	GM				
2.									
3.									
4.									
13. Special Handling Instructions and Additional Information									
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.									
Generator's/Offoror's Printed/Typed Name Greg Rybak		Signature 		Month 7		Day 15		Year 21	
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:									
16. Transporter Acknowledgment of Receipt of Materials									
Transporter 1 Printed/Typed Name ORGE ARMADA		Signature 		Month 7		Day 15		Year 21	
Transporter 2 Printed/Typed Name		Signature		Month		Day		Year	
17. Discrepancy									
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection									
17b. Alternate Facility (or Generator) Manifest Reference Number: U.S. EPA ID Number									
Facility's Phone:									
17c. Signature of Alternate Facility (or Generator) Month Day Year									
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in item 17a									
Printed/Typed Name 		Signature 		Month 07		Day 15		Year 2021	

GENERATOR

TRANSPORTER

DESIGNATED FACILITY

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number FLICE SQ G		2. Page 1 of 1	3. Emergency Response Phone 954-764-4220	4. Waste Tracking Number 72021	
5. Generator's Name and Mailing Address CABLE MARINE WEST POPPIES' TOY				Generator's Site Address (if different than mailing address) 2491 W STATE RD 34 CABLE MARINE W FT. LAUDERDALE FL 33312			
Generator's Phone: 954-587-4000							
6. Transporter 1 Company Name CAPITAL MARINE GROUP LLC				U.S. EPA ID Number FLR000 234 906			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address CLIFF BERRY INC. - DANIA 3400 SE 9TH AVE FT. LAUDERDALE - FL 33316				U.S. EPA ID Number FLR000 830 71			
Facility's Phone:							
9. Waste Shipping Name and Description				10. Containers		11. Total Quantity	12. Unit Wt./Vol.
				No.	Type		
1. OILY WATER WASTE (Non-Hazardous) <1,000 ppm				001	TT	70	GAL
2. OILY WATER WASTE (Non-Hazardous) <1,000 ppm				001	TT	50	GAL
3.							
4.							
13. Special Handling Instructions and Additional Information							
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.							
Generator's/Offoror's Printed/Typed Name Tim Griffin				Signature <i>[Signature]</i>		Month Day Year 7 20 21	
15. International Shipments <input type="checkbox"/> Import to U.S. <input checked="" type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:							
16. Transporter Acknowledgment of Receipt of Materials							
Transporter 1 Printed/Typed Name JORGE ARMANDI				Signature <i>[Signature]</i>		Month Day Year 7 20 21	
Transporter 2 Printed/Typed Name				Signature		Month Day Year	
17. Discrepancy							
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
Manifest Reference Number:							
17b. Alternate Facility (or Generator)				U.S. EPA ID Number			
Facility's Phone:							
17c. Signature of Alternate Facility (or Generator)				Signature		Month Day Year	
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a							
Printed/Typed Name <i>[Signature]</i>				Signature <i>[Signature]</i>		Month Day Year 7 20 2021	

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number FLCESQG		2. Page 1 of 1	3. Emergency Response Phone 1-800-854-7771		4. Waste Tracking Number 111021		
5. Generator's Name and Mailing Address DIAMOND BRITE / DAVID AUDET 1502 SE 2ND PLACE FORDAN BEACH FL 33063					Generator's Site Address (if different than mailing address) 201 NE 23RD AVE FORT LAUDERDALE FL 33301				
Generator's Phone: 954-242-4619					U.S. EPA ID Number FL000234906				
6. Transporter 1 Company Name CAPITAL MARINE GROUP					U.S. EPA ID Number				
7. Transporter 2 Company Name					U.S. EPA ID Number				
8. Designated Facility Name and Site Address UNFT BERRY INC / JANIA 3400 SE 9TH AVE FT. LAUDERDALE FL 33316					U.S. EPA ID Number FL000083071				
Facility's Phone: 954-763-3390									
9. Waste Shipping Name and Description					10. Containers		11. Total Quantity	12. Unit Wt./Vol.	
					No.	Type			
1. UN1993 (3) Diesel Fuel Waste (Used) Dex 1 liter 1,000 ppm						001 TT	15	Gal	
13. Special Handling Instructions and Additional Information									
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.									
Generator's/Offor's Printed/Typed Name David Audet					Signature 		Month 11	Day 10	Year 21
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:									
16. Transporter Acknowledgment of Receipt of Materials									
Transporter 1 Printed/Typed Name Jorge Armada					Signature 		Month 11	Day 10	Year 21
Transporter 2 Printed/Typed Name					Signature		Month	Day	Year
17. Discrepancy									
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection									
Manifest Reference Number:									
17b. Alternate Facility (or Generator) U.S. EPA ID Number									
Facility's Phone:									
17c. Signature of Alternate Facility (or Generator) Month Day Year									
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a									
Printed/Typed Name Herbert					Signature 		Month 11	Day 10	Year 2021

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number FLCESQG		2. Page 1 of 1		3. Emergency Response Phone 1-800-899-7745		4. Waste Tracking Number 111221	
		5. Generator's Name and Mailing Address M/V ASTERIA		Generator's Site Address (if different than mailing address) RYVOBICH SOUTH YARD 4200 N. FLAGLER DRIVE W. PALM BEACH, FL 33407					
Generator's Phone: 561-840-8190		6. Transporter 1 Company Name CAPITAL MARINE GROUP LLC		U.S. EPA ID Number FLR000234906					
7. Transporter 2 Company Name				U.S. EPA ID Number					
8. Designated Facility Name and Site Address CLIFF BERRY INC. / DANIA 3400 SE 9TH AVE FORT LAUDERDALE FL 33316 (954) 763-3390				U.S. EPA ID Number FLR000083071					
Facility's Phone:									
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity		12. Unit Wt./Vol.			
		No. Type							
1. OILY WATER WASTE (Non-Haz) Dek 111 TPT / 1,000ppm		001 TT		235		GAL			
2.									
3.									
4.									
13. Special Handling Instructions and Additional Information									
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.									
Generator's/Offoror's Printed/Typed Name x Vividione Vance				Signature <i>[Signature]</i>				Month Day Year 11 12 21	
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____									
16. Transporter Acknowledgment of Receipt of Materials									
Transporter 1 Printed/Typed Name STEVEN ADAMS				Signature <i>[Signature]</i>				Month Day Year 11 12 21	
Transporter 2 Printed/Typed Name				Signature				Month Day Year	
17. Discrepancy									
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection									
17b. Alternate Facility (or Generator) Manifest Reference Number: _____ U.S. EPA ID Number _____									
Facility's Phone: _____									
17c. Signature of Alternate Facility (or Generator) _____ Month Day Year _____									
18. Designated Facility Owner or Operator Certification of receipt of materials covered by the manifest except as noted in Item 17a									
Printed/Typed Name Heardwell				Signature <i>[Signature]</i>				Month Day Year 11 12 2014	

**NON-HAZARDOUS
WASTE MANIFEST**

1. Generator ID Number

FLCESQG

2. Page 1 of

3. Emergency Response Phone

1-800-899-7745

4. Waste Tracking Number

111721

5. Generator's Name and Mailing Address

M/4 "SERENA"

Generator's Site Address (if different than mailing address)

LAUDERDALE MARINE CENTER
1600 SW 20TH ST
FORT LAUDERDALE, FL 33315

Generator's Phone:

954-113-0333

6. Transporter 1 Company Name

CAPITAL MARINE GROUP LLC

U.S. EPA ID Number

FLR000234906

7. Transporter 2 Company Name

U.S. EPA ID Number

8. Designated Facility Name and Site Address

CLIFF BERRY INC/DANIA
3400 SE 9TH AVE
FORT LAUDERDALE FL 33316

U.S. EPA ID Number

FLR009083071

Facility's Phone:

954-763-3390

9. Waste Shipping Name and Description

10. Containers

No.

Type

11. Total
Quantity

12. Unit
WL/Vol.

1. oily water waste (Non-Haz)
Dex 11 Test 1,000 ppm

001

TI

80 GAL

2. UN 1993 (3) Diesel Fuel Waste (Non-Haz)
Dex 11 Test 1,000 ppm

001

TI

220 GAL

3.

4.

13. Special Handling Instructions and Additional Information

14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Generator's/Offor's Printed/Typed Name

Signature

Month Day Year

Chris Spinos 11 17 21

INT'L

15. International Shipments

☐ Import to U.S.

☐ Export from U.S.

Port of entry/exit:

Date leaving U.S.:

Transporter Signature (for exports only):

16. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name

Signature

Month Day Year

Steve Hims 11 17 21

Transporter 2 Printed/Typed Name

Signature

Month Day Year

TRANSPORTER

17. Discrepancy

17a. Discrepancy Indication Space

☐ Quantity

☐ Type

☐ Residue

☐ Partial Rejection

☐ Full Rejection

Manifest Reference Number:

17b. Alternate Facility (or Generator)

U.S. EPA ID Number

Facility's Phone:

17c. Signature of Alternate Facility (or Generator)

Month Day Year

DESIGNATED FACILITY

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a

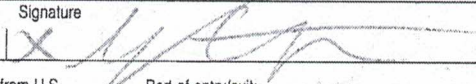

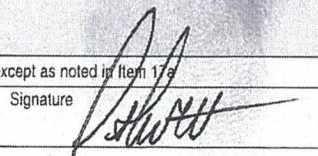
Printed/Typed Name

Signature

Month Day Year

11/17/21

555457

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number FLCESQ G	2. Page 1 of 1	3. Emergency Response Phone 1-800-899-7145	4. Waste Tracking Number S222
5. Generator's Name and Mailing Address Greg Cartier NY DESTINY			Generator's Site Address (if different than mailing address) 2411 SW 27th Ave Ft Lauderdale, FL 33312		
Generator's Phone: 954-439-6766					
6. Transporter 1 Company Name Capital Marine			U.S. EPA ID Number FLR000234906		
7. Transporter 2 Company Name			U.S. EPA ID Number		
8. Designated Facility Name and Site Address Chiff Berry Dania 33316			U.S. EPA ID Number FLR000083071		
Facility's Phone: 3400 SE 9th Ave Ft Lauderdale, FL					
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.
		No.	Type		
1. 5 gallon Empty Buckets		11	5 gal	33	P
2. Drum of oil Filters		1	55 DM	55	G
3. Drum of waste oil		1	55 DM	55	G
4.					
13. Special Handling Instructions and Additional Information					
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.					
Generator's/Offor's Printed/Typed Name X Gregory Cartier		Signature 		Month Day Year 9 20 22	
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:					
16. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name Steven Adams		Signature 		Month Day Year 9 20 22	
Transporter 2 Printed/Typed Name		Signature		Month Day Year	
17. Discrepancy					
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
17b. Alternate Facility (or Generator) Manifest Reference Number: U.S. EPA ID Number					
Facility's Phone:					
17c. Signature of Alternate Facility (or Generator) Month Day Year					
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a					
Printed/Typed Name Heardwell		Signature 		Month Day Year 5 02 22	



June 10, 2022

PROJECT PROPOSAL: M/Y MILAGROS FUEL TANKS

Customer: *Brandon Washington*
Contact: *Brandon Washington*
Phone #: *954-8689195*
Email: Milagros.captain@npointcapital.com

Proposal Sent Via: Email

Mr. Washington:

Capital Marine Group, LLC. (CMG) has been offering comprehensive **Marine Services** for three decades by combining proven technical expertise and problem solving proficiency. We have supported our customers in developing cost effective solutions for all of their environmental requirements.

Capital Marine Group, LLC. (CMG) is pleased to provide you with a personalized pricing proposal to execute the following Scope of Work referenced below:

Scope of Work: *Pump & Flush (3) Diesel Fuel Tanks and Polish Diesel Fuel*

Project Cost:

<i>Pump & Flush Tanks</i>	<i>\$350.00 per tank</i>
<i>Polish or Disposal Dirty Fuel</i>	<i>\$1.00 per gallon</i>

Work Location: *Westport Marina, SR 84, Ft Lauderdale*

Disposal Site: *Cliff Berry, Inc. – Miami Pre Treatment Facility (Oily Water)*

Standard Terms & Conditions:

1. Once the project has been accepted and confirmed to CMG for execution, we shall schedule this project on a mutually agreeable date with a minimum of five (5) business days' lead time.
2. All waste is subject to Profile Approval from the certified disposal facility and will be manifested (actual quantity), transported and disposed of in accordance with all Federal, State and Local regulations.
3. Any waste accepted that is not in compliance with approved profile will be communicated with the customer within 72 hours of receipt. Pricing adjustments will be applied where applicable.
4. Our rates are based on a Monday thru Friday 0800 – 1700 workweek. If weekend work and/or second/third shift work is required and authorized, overtime rates will be charged at one and a half straight time rates and double on observed government holidays.
5. It is the customer's responsibility for payment of any tariffs, fees, taxes, and administrative costs which CMG may incur in the execution of this project. Any additional fee(s) shall be indicated as a separate line item on the final invoice.
6. A fuel surcharge shall be added to all invoices in accordance with the "National Average Diesel Fuel Index".
7. A signed Purchase Order, Job Authorization Form or this Proposal is acknowledging agreement with the terms and conditions of this document and is required prior to job commencement.
8. Any demurrage charges that are NOT caused by CMG's field personnel shall be billed to the customer.
9. This estimate applies only to the job described above. This pricing does not include additional materials or labor that may be required due to any problems that may arise once the project has begun. If additional labor and equipment is required, it will be invoiced at "Time & Material" rates.
10. This proposal is an estimate based on limited known conditions. If the scope of work changes CMG reserves the right to adjust its fee schedule as required.
11. The above rates are based on a (4) hour minimum.
12. Transportation charges are portal to portal.
13. Pricing is valid for (30) days from the date of this proposal.
14. Vessel responsible for opening/closing the tanks
15. Vessel responsible for parking spots for our truck and tanker
16. There may be a minimal loss of % of diesel to be returning back

P.O. Box 22416 Fort Lauderdale, Florida 33335
Office: (954) 764-4220 www.capitalmarineindustries.com

17. The services, contract or invoice CMG provides for all cleaning operations "DOES NOT" constitute as a "GAS FREE CERTIFICATE" for "HOT WORK" or "CONFINED SPACE ENTRY" by others. CMG does not hold a Marine Chemist Certification to provide the Inspection Certificate Necessary to issue the "HOT WORK AUTHORIZATION" or Constitute as authority for others to make safe entry when needed.

Capital Marine Group, LLC. would like to thank you for the opportunity to submit pricing for this project. If you require additional details on this scope of work, please do not hesitate to contact the undersigned.

CMG is committed to preserving our environment and combined with decades of documented work experience. It is our personal commitment to you that we shall execute this work with the highest degree of professionalism and environmental stewardship. All CMG field personnel are certified with 40-Hour OSHA training and are Confined Space Entry certified.

Best Regards,

Ron Hoogesteyn
Marine Consultant
PO Box 22416
Fort Lauderdale, FL 33335
Cell: 954-801-0632
Office: 954-764-4220

capitolmarine@bellsouth.net
www.capitalmarineindustries.com

PS: Please sign and return this project proposal at your earliest convenience so that we may verify our master schedule and confirm to you the exact time and date of the work to be performed.

JOB AUTHORIZATION

Today's Date 06/10/2022

Customer: Capt Brandon Washington

Customer's Authorized Agent: SAME Email Milagros.captain@npointcapital.com

Billing address: City: State: FL Zip

Office Phone: Mobile Phone: 954-868-9195 Fax:

Customer authorizes CMG to perform the following Services including, but not limited to: CMG shall be compensated for rendering the Services as follows: Pump, flush and polish fuel out of 3 tanks on M/Y Milagros

Compensation:

☐ Per the rates and terms contained in CMG's current Price List (available upon request) incorporated by this reference. Cost estimates are not binding upon CMG unless CMG specifically agrees to perform the Services for a firm fixed price.

XXX Per attached Proposal dated 06/140/2022 incorporated by this reference into this Job Authorization.

☐ Per the following: _____

Payment Terms: Deposit required to commence Services: \$ _____;

☐ Payment due prior to continued services and upon depletion of deposit. CMG can suspend and/or terminate operations immediately upon delay in payment.

XXX Payment due upon completion of services. CMG can suspend and/or terminate operations at any point.

☐ Balance due 30 days from date of invoice, contingent upon approval of credit. Service charges on late payments accrue per Appendix "A". Upon request, Customer shall provide acceptable credit security as required in Appendix "A". Payment shall be made as follows:

FOR CHECKS DRAWN ON A U.S. BANK ACCOUNT:

CAPITAL MARINE GROUP LLC
PO BOX 22416
FORT LAUDERDALE, FL 33335

Insurance: Customer shall cause CMG to be named an additional insured on any policy of insurance covering the Services. Customer is liable for full and timely payment to CMG for all Services at the rates contained in the current Price List, regardless of insurance company involvement. All directions, decisions, approvals and communications by Customer's insurance company to CMG are deemed to be made as agent for Customer.

Limited Power of Attorney: If initialed _____, Customer hereby appoints CMG as its attorney-in-fact, which power is coupled with an interest, to execute on behalf of Customer in Customer's name as Customer's act and deed all profiles, waste manifests and other documents, applications or instruments required for or associated with the transportation and disposal of waste recovered by CMG during the performance of the Services. This appointment may be relied upon until withdrawn in writing. CMG shall have no liability to Customer for the sufficiency or adequacy of any such actions taken by CMG.

THIS JOB AUTHORIZATION IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED AS APPENDIX "A" AND CMG'S CURRENT PRICE LIST AND/OR CMG'S PROPOSAL, AS REFERENCED ABOVE. EXECUTION OF THIS JOB AUTHORIZATION SIGNIFIES CUSTOMER'S RECEIPT OF AND AGREEMENT TO APPENDIX "A", CMG'S PRICE LIST AND/OR CMG'S PROPOSAL, AS APPLICABLE. TERMS AND CONDITIONS INCLUDED ON CUSTOMER'S PURCHASE ORDER AND CUSTOMER FORM CONTRACTS ARE HEREBY REJECTED BY CMG. CUSTOMER'S REPRESENTATIVE WARRANTS THAT HE/SHE HAS AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.

CAPITAL MARINE GROUP LLC

Name: _____

Signature: _____

Title: Marine Advisor _____

Date 06/10/2022 _____

Authorized Agent of Customer

Name: _____

Signature: _____

Title: _____

Date: _____

APPENDIX A: TERMS & CONDITIONS

- 1. Terms and Conditions:** These terms and conditions apply to all Services performed by CAPITAL MARINE GROUP LLC (CMG) for Customer. The Job Authorization, this Appendix "A", CMG's current Price List, and CMG's Proposal, if applicable (collectively "the Agreement") constitute the entire agreement of the parties and supersedes all prior agreements and understandings, oral or written, regarding the Services. Provisions contained in a purchase order or other documents provided by Customer that vary or conflict with the terms contained in the Agreement are hereby rejected. Modifications to the Agreement may be made only in writing, signed by both parties. Failure of CMG to take any action or assert any right shall not be deemed a waiver of that right. This Agreement may be signed in multiple counterparts. Facsimile, scanned or electronic signatures, copies of this Agreement, and daily work reports are valid and binding on the parties.
- 2. Payment:** 100% of invoiced amounts shall be paid within the time selected on page one of this document. If no selection is made, payment is due in advance unless pre-approved by CMG's credit department in writing. Payments are not contingent upon owner payments, government funding, or insurance payments. Service charges will be imposed on any balance remaining unpaid after 30 days computed at 1.5% per month, or the maximum rate allowed by law, whichever is less. In addition, Customer shall reimburse CMG for all fees and costs incurred to collect overdue amounts, including but not limited to collection fees, attorneys' fees, filing fees, costs of litigation or alternate dispute resolution, attorneys' fees and charges for time spent by CMG personnel. CMG reserves all legal rights and recourses against the Customer, its property and the property owner for failure of Customer to pay invoices when due.
- 3. Credit Security:** Upon request by CMG, Customer shall provide security for payment as follows: (i) by depositing funds in an escrow account with an escrow agent on terms acceptable to CMG; (ii) by providing a standby letter of credit in favor of CMG issued on terms and by a commercial bank acceptable to CMG; or (iii) by arranging such other form of security or credit arrangement on terms acceptable to CMG. The amount of security shall be determined in CMG's sole discretion as appropriate under the circumstances, and shall be increased as required by CMG. Nothing herein shall obligate CMG to continue to provide Services when it has not been paid or provided with acceptable security.
- 4. Daily Work Orders:** Finalized daily work documents shall be the mechanism to document and verify personnel, equipment, materials and outside services utilized by CMG in the performance of Services. If Customer's representative is not available to sign daily work orders, it is Customer's responsibility to ensure prompt review and approval of daily work documents. Customer's failure to (i) approve daily work documents sent to Customer's fax number or email address, or (ii) provide its written objection to daily work documents shall constitute acceptance of the resources reported by CMG.
- 5. Schedule:** CMG shall use reasonable effort to complete the Services according to the agreed schedule. However, no warranties or representations are made as to the completion date of any Services undertaken, nor will Customer have any right to damages arising from delays of CMG in the completion of the Services.
- 6. Changes, Delays:** Changes to the Services requested by Customer shall be compensated in accordance with CMG's Price List then in effect. Unknown or unanticipated conditions, conditions differing from information provided by Customer, changes in laws or required standards, and directions by governmental agencies and insurance adjusters are considered changes requested by Customer. In the event CMG's performance is suspended or delayed by Customer, government personnel, weather or other reason beyond CMG's control, CMG shall be paid at the rates contained in the Price List for personnel and equipment on standby, for demobilization and mobilization costs, and other charges incurred as a result of such suspension or delay.
- 7. Warranty:** CMG shall perform the Services in accordance with all applicable federal, state and local regulations. CMG will perform deficient Services if written notice of the defect is received by CMG prior to demobilizing from jobsite. CMG makes no warranty that CMG will recover any specific quantity of hazardous or other substance or that any specific level of cleanliness will be achieved or that human activity can be resumed. CMG's performance of deficient Services shall constitute CMG's sole liability under this Section. This warranty is in lieu of all warranties, expressed, implied or statutory, including the warranties of workmanship, merchantability, fitness for a particular purpose, custom and usage or otherwise, which are waived by Customer.
- 8. Handling of Waste:** By performing the Services, CMG does not accept or acquire (i) title to any waste handled by CMG; or (ii) the status or liability of the generator, owner, operator or arranger of transportation, treatment, storage or disposal, as defined by federal and state laws governing the handling, treatment, storage or disposal of solid or hazardous waste. If requested, CMG will transport waste or cause it to be transported under a waste manifest executed by Customer to a disposal or treatment facility selected by Customer. If CMG arranges for the transportation and disposal of waste, executes contracts with disposal facilities, completes and signs waste profiles or waste manifests, or makes payment for transportation or disposal services, Customer agrees these activities are performed by CMG as Customer's authorized agent. Customer shall remain responsible for any claims by the disposal facility with respect to the waste and shall look solely to the disposal facility in the event of a release or other liability arising from the disposal service. Prices quoted by CMG for transportation and disposal of waste do not constitute a selection of the disposal facility and shall be subject to adjustment in the event the disposal facility increases its price to CMG or Customer designates an alternate facility.
- 9. Insurance:** During the performance of the Services, CMG shall maintain worker's compensation and employer's liability insurance; commercial general liability insurance in the amount of \$1,000,000 per occurrence; automobile liability insurance in the amount of \$1,000,000 combined single limit; and contractor's pollution liability insurance in the amount of \$1,000,000 per occurrence.
- 10. Indemnification by Customer:** Customer shall indemnify, defend and hold CMG and its officers, directors employees, agents and subcontractors, harmless from and against all loss, liability, claims, litigation, proceedings, damages, fines, penalties costs or expenses (including defense costs and attorney's fees) incurred by Customer, CMG or third parties arising from or in connection with bodily injury or death, property damage, environmental release, impairment, pollution or condition or any other cause occurring prior to CMG's commencement of the Services, and during or after the performance of the Services except to the extent directly attributable to CMG's active or sole negligence or willful misconduct in the performance of the Services. Customer shall indemnify CMG and shall pay all costs and charges incurred by CMG in connection with this Agreement and all reasonable attorneys' fees and costs incurred by CMG in connection with performing the Services as well as the enforcement of this Agreement.
- 11. Limit of Liability:** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF USE, REGARDLESS OF THE CAUSE, INCLUDING NEGLIGENCE, EVEN IF SUCH DAMAGES WERE WITHIN THE CONTEMPLATION OF, FORESEEN BY OR REASONABLY FORESEEABLE BY THE PARTIES.
- 12. Suspension or Termination by CMG:** CMG may suspend or terminate the Services or this Agreement at any time in the event of 1) failure of Customer to timely pay amounts due, or 2) breach by Customer of any provision of this Agreement. Customer shall be responsible for all charges incurred by CMG as a result of such termination or suspension, in addition to charges for Services performed hereunder.
- 13. Law and Jurisdiction:** This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida. Any suit, action or proceeding brought by any party shall be commenced exclusively in the Courts of the State of Florida situated in Broward County, Florida, or in the United States District Court for the Southern District of Florida.

Customer Initials: _____

CMG's Initials: ____

JOB AUTHORIZATION

Today's Date 06/10/2022

Customer: Capt Brandon Washington

Customer's Authorized Agent: SAME Email Milagros.captain@npointcapital.com

Billing address: City: State: FL Zip

Office Phone: Mobile Phone: 954-868-9195 Fax:

Customer authorizes CMG to perform the following Services including, but not limited to: CMG shall be compensated for rendering the Services as follows: Pump, flush and polish fuel out of 3 tanks on M/Y Milagros

Compensation:

☐ Per the rates and terms contained in CMG's current Price List (available upon request) incorporated by this reference. Cost estimates are not binding upon CMG unless CMG specifically agrees to perform the Services for a firm fixed price.

XXX Per attached Proposal dated 06/140/2022 Incorporated by this reference into this Job Authorization.

☐ Per the following: _____

Payment Terms: Deposit required to commence Services: \$ _____;

☐ Payment due prior to continued services and upon depletion of deposit. CMG can suspend and/or terminate operations immediately upon delay in payment.

XXX Payment due upon completion of services. CMG can suspend and/or terminate operations at any point.

☐ Balance due 30 days from date of invoice, contingent upon approval of credit. Service charges on late payments accrue per Appendix "A". Upon request, Customer shall provide acceptable credit security as required in Appendix "A". Payment shall be made as follows:

FOR CHECKS DRAWN ON A U.S. BANK ACCOUNT:

CAPITAL MARINE GROUP LLC
PO BOX 22416
FORT LAUDERDALE, FL 33335

Insurance: Customer shall cause CMG to be named an additional insured on any policy of insurance covering the Services. Customer is liable for full and timely payment to CMG for all Services at the rates contained in the current Price List, regardless of insurance company involvement. All directions, decisions, approvals and communications by Customer's insurance company to CMG are deemed to be made as agent for Customer.

Limited Power of Attorney: If initialed _____, Customer hereby appoints CMG as its attorney-in-fact, which power is coupled with an interest, to execute on behalf of Customer in Customer's name as Customer's act and deed all profiles, waste manifests and other documents, applications or instruments required for or associated with the transportation and disposal of waste recovered by CMG during the performance of the Services. This appointment may be relied upon until withdrawn in writing. CMG shall have no liability to Customer for the sufficiency or adequacy of any such actions taken by CMG.

THIS JOB AUTHORIZATION IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED AS APPENDIX "A" AND CMG'S CURRENT PRICE LIST AND/OR CMG'S PROPOSAL, AS REFERENCED ABOVE. EXECUTION OF THIS JOB AUTHORIZATION SIGNIFIES CUSTOMER'S RECEIPT OF AND AGREEMENT TO APPENDIX "A", CMG'S PRICE LIST AND/OR CMG'S PROPOSAL, AS APPLICABLE. TERMS AND CONDITIONS INCLUDED ON CUSTOMER'S PURCHASE ORDER AND CUSTOMER FORM CONTRACTS ARE HEREBY REJECTED BY CMG. CUSTOMER'S REPRESENTATIVE WARRANTS THAT HE/SHE HAS AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.

CAPITAL MARINE GROUP LLC

Name: _____

Signature: _____

Title: Marine Advisor _____

Date 06/10/2022 _____

Authorized Agent of Customer

Name: Brandon Washington

Signature: [Signature]

Title: Captain

Date: 15-June-22

P.O. Box 22416 Fort Lauderdale, Florida 33335
Office: (954) 764-4220 www.capitalmarineindustries.com