

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 1, 2026	☒ Consent	☐ Regular
	☐ Ordinance	☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

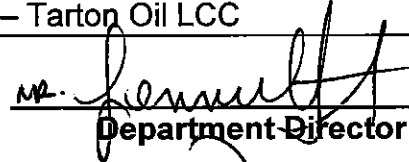
Motion and Title: Staff recommends motion to:

- A) approve** the Fifth Amendment to the Sole Source Agreement (Agreement) with Tartan Oil LLC f/k/a Saratoga Rack Marketing LLC (Tartan) to extend the term of the Agreement for Purchase and Delivery of Gasoline and Diesel Fuel from October 1, 2026, to September 30, 2031, and to update standard contract provisions; and
- B) delegate authority** to the County Administrator or designee, to execute all subsequent amendments that do not substantially change the scope of work, terms, or conditions.

Summary: The Agreement sets forth the terms and conditions under which Tartan provides for the sale and delivery of fuel for the County (including Fire Rescue and Palm Tran) and the Sheriff's Office and is set to expire on September 30, 2026. The Agreement included one (1) five (5) year renewal option, which is being exercised through this Fifth Amendment. Tartan has approved the renewal to extend the term of the Agreement from October 1, 2026, to September 30, 2031, and the renewal now requires approval by the Board of County Commissioners (BCC). Upon approval of this Amendment, the Agreement will be extended through September 30, 2031, and no additional renewal options will remain. This Fifth Amendment extends the term and updates certain standard provisions, including the Nondiscrimination, Scrutinized Entities, and E-Verify provisions, and adds the following provisions: Counterparts, Nongovernmental Entity Human Trafficking Affidavit, Disclosure of Foreign Gifts, and Digital Accessibility Compliance. Other than the changes set forth herein, all other terms remain the same. The County is required to purchase no less than 85% of 466,000 gallons/month (5,600,000 gallons/year) of Ethanol gasoline and Ultra Low Sulfur diesel fuel throughout the term of the Agreement. The quantity of fuel purchased by the County has remained very consistent over time, with expenditures largely dependent on the price of fuel. The estimated expenditures (capacity of the Agreement) over the five (5) year term is \$85,000,000. Funding for this Agreement is budgeted in FDO/Fleet Management and Palm Tran's operating budget. Fleet Management will administer the Agreement, and costs associated with purchases under the Agreement will be passed through to the user departments. **Countywide (MWJ)**

Background and Justification: Tartan has been providing for the purchase and delivery of gasoline and diesel fuel services to the County under a substantially similar agreement since 2006. As in prior agreements, the Agreement with Tartan provides that the price of fuel is the posted price for the specific product on the date of the lifting at the Port Everglades Terminal, plus the Index Adder and Carrier Adder, with the Carrier Adder adjusted annually each January based on changes in the weekly retail on-highway diesel prices as reported by the Department of Energy. **(Continued on Page 3)**

- Attachment:**
- 1. Budget Availability Statement (BAS)
 - 2. Fifth Amendment – Tartan Oil LCC

Recommended By:		<u>7/30/26</u>
	Department Director	Date
Approved By:		<u>8/13/26</u>
	Chief Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

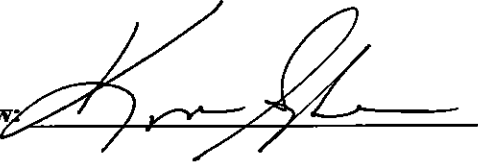
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	0	\$17,979,185	18,518,560	19,074,116	19,646,340
External Revenues		(11,952,574)	(12,311,151)	(12,680,486)	(13,060,900)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT*		6,026,610	6,207,408	6,393,631	6,585,440
# ADDITIONAL FTE POSITIONS (Cumulative)					

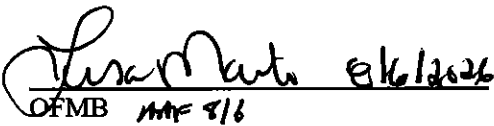
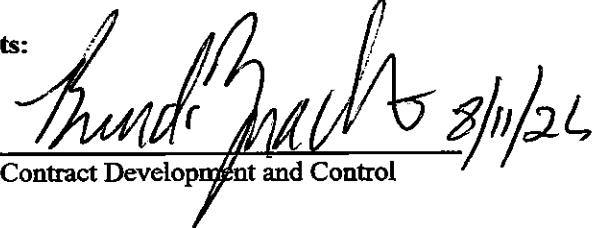
Is Item Included in Current Budget: Yes X No
Is this item using Federal Funds: Yes No X
Is this item using State Funds: Yes No X

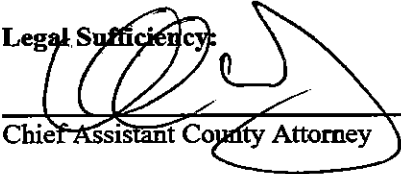
Budget Account No:	Fund	<u>5000</u>	Dept	<u>410</u>	Unit	<u>7220</u>	Object	<u>5214</u>
Budget Account No:	Fund	<u>5000</u>	Dept	<u>410</u>	Unit	<u>7220</u>	Object	<u>5215</u>
Budget Account No:	Fund	<u>1340</u>	Dept	<u>540</u>	Unit	<u>5140</u>	Object	<u>5214</u>
Budget Account No:	Fund	<u>1340</u>	Dept	<u>540</u>	Unit	<u>5140</u>	Object	<u>5215</u>
Budget Account No:	Fund	<u>5000</u>	Dept	<u>410</u>	Unit	<u>7100</u>	Revenue Source	<u>9102</u>

B. Recommended Sources of Funds/Summary of Fiscal Impact:
*There is no fiscal impact for Fleet Management, the net fiscal impact is related to Palm Tran due to fuel purchases for their bus operations.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:
 8/6/26
OFMB 8/6
 8/11/26
Contract Development and Control

B. Legal Sufficiency:  8/12/26
Chief Assistant County Attorney

C. Other Department Review:
John Lockhart W. 
Department Director

This summary is not to be used as a basis for payment.

Background and Justification (continued from page 1): Fuel services under this Agreement support essential County operations and emergency response readiness. Maintaining a long-term supply arrangement ensures continuity of service and reliable access to fuel supplies required for County fleet and public service operations. The Agreement included one (1) five (5)-year renewal option, which is now being exercised. Following execution of this Fifth Amendment, no renewal options will remain under the Agreement.

FIFTH AMENDMENT - RENEWAL
To
Contract Conditions for Purchase and Delivery of Gasoline & Diesel Fuel

This Renewal Amendment to Contract Conditions for Purchase and Delivery of Gasoline & Diesel Fuel (Contract) is made and entered into on _____, by and between Palm Beach County (County), a political subdivision of the State of Florida and Tartan Oil LLC (Seller), a Delaware limited liability company authorized to conduct business in the State of Florida.

WITNESSETH

WHEREAS, on September 16, 2021, the County approved the Contract with Seller, f/k/a Saratoga Rack Marketing LLC in order to implement regular County purchases of gasoline and diesel fuel as well as to enable County to obtain a guaranteed source of gasoline and diesel fuel during times of local emergencies; and

WHEREAS, the term of the Contract commenced on October 1, 2021, for a term of five (5) years through September 30, 2026, with one (1) renewal option for a term of five (5) years; and

WHEREAS, the First, Second, Third, and Fourth Amendments to the Contract, dated January 20, 2023, January 20, 2024, January 20, 2025, and January 20, 2026, respectively, amended and modified the Carrier Adder rate in Exhibit "A" to the Contract; and

WHEREAS, Seller has indicated a willingness and demonstrated the ability to continue to provide gasoline and diesel fuel according to the terms and provisions set forth in the Contract; and

WHEREAS, the parties desire to exercise the renewal option of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, County and Seller agree as follows:

- 1. Recitals.** The foregoing recitals are true and correct, and incorporated herein by reference.
- 2.** The term of the Contract is renewed beginning on October 1, 2026, and continuing through September 30, 2031, pursuant to the exercise of the renewal option for five (5) years.
- 3.** Seller certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

4. Attachment C, General Provisions for Petroleum Product Rack Sales Agreements (Attachment C), of the Contract is modified as follows:

a. Section 18 of Attachment C to the Contract is hereby deleted in its entirety and replaced with the following:

18. NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Seller warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

b. The first paragraph of Section 21.B of Attachment C to the Contract is hereby deleted in its entirety and replaced with the following:

B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Seller certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria.

All other provisions of Section 21.B remain unchanged.

c. The first paragraph of Section 23 of Attachment C to the Contract is hereby deleted in its entirety and replaced with the following:

23. E-Verify - Employment Eligibility

Seller warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Seller's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

All other provisions of Section 23 remain unchanged.

d. The Contract is hereby modified to add the following to Attachment C:

24. Counterparts

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The County may execute the Contract through electronic or manual means. Seller shall execute by manual means only, unless the County provides otherwise.

25. Human Trafficking Affidavit

Seller warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Seller has executed Attachment C-1, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

26. Disclosure Of Foreign Gifts and Contracts with Foreign Countries of Concern.

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Seller certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

27. Digital Accessibility Compliance

Seller acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Seller represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Seller shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Seller shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Seller shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Seller shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

- 5. All other terms and conditions of the Contract, as amended, remain unmodified and in full force and effect.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, County and Seller have executed this Renewal Amendment to Contract Conditions for Purchase and Delivery of Gasoline & Diesel Fuel or have caused the same to be executed as of the date and year first above written.

ATTEST:

MICHAEL CARUSO,
CLERK OF THE CIRCUIT
COURT& COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida,
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Chief Asst. County Attorney

By: ML _____
Jennifer Ferriol, Director,
Facilities Development & Operations

WITNESSES:

Signed by:
Jonathan Grayson
5CCB3F8B0AD54EA

Witness Signature

Jonathan Grayson

Witness Name Typed or Printed

DocuSigned by:
David Stevenson
E1E12B4C05E1401

Witness Signature

David Stevenson

Witness Name Typed or Printed

TARTAN OIL LLC

DocuSigned by:
Jesus Guerra
0927C2DCED3C4DA

By:

Jesus Guerra, President

DS Initial Initial
JS JG AS

CONTRACT ATTACHMENT C-1

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
 Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Tartan Oil LLC
 (Seller) and attest that Seller does not use coercion for labor or services as defined in section
 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

DocuSigned by:

Jesus Guerra

0927C2DCED2CADA

Jesus Guerra

President

(signature of officer or representative)

(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization
 this, 4th day of June 2026, by David Stevenson.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

DocuSigned by:

David Stevenson

01E1204CC3E1401...

NOTARY PUBLIC

My Commission Expires: 1/7/30

State of Florida at large

DS

Initial

Initial

L4

JG

AS

DS

David Stevenson

My Commission Expires 1/7/2030

Notary ID 131191600

(Notary Seal)



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

Detail by Entity Name

Foreign Limited Liability Company
TARTAN OIL LLC

Filing Information

Document Number M18000001056
FEI/EIN Number 82-3540054
Date Filed 01/30/2018
State DE
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 04/24/2024
Event Effective Date NONE

Principal Address

20 Greenway Plaza
Suite 300
Houston, TX 77046

Changed: 05/22/2026

Mailing Address

20 Greenway Plaza
Suite 300
Houston, TX 77046

Changed: 03/09/2026

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title Member

Beverage Management Associates Inc.
20 Greenway Plaza
Suite 500
Houston, TX 77046

Title Member

Bunkerhill Holdings Company LLC
20 Greenway Plaza
Suite 500
Houston, TX 77046

Title Manager

PFJE Holdings LLC
20 Greenway Plaza
Suite 500
Houston, TX 77046

Title PRESIDENT

GUERRA, JESUS
20 Greenway Plaza
Suite 300
Houston, TX 77046

Annual Reports

Report Year	Filed Date
2024	03/28/2024
2025	03/07/2025
2026	03/09/2026

Document Images

03/09/2026 -- ANNUAL REPORT	View image in PDF format
03/07/2025 -- ANNUAL REPORT	View image in PDF format
04/24/2024 -- LC Amendment	View image in PDF format
03/28/2024 -- ANNUAL REPORT	View image in PDF format
02/27/2023 -- ANNUAL REPORT	View image in PDF format
04/06/2022 -- ANNUAL REPORT	View image in PDF format
07/22/2021 -- LC Amendment	View image in PDF format
03/11/2021 -- ANNUAL REPORT	View image in PDF format
02/12/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
01/30/2018 -- Foreign Limited	View image in PDF format



FOR CDC USE ONLY
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2026 5/12/2026

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

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

PRODUCER Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538 TXClientSrvUT@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1576692 Parkland (U.S.) Holding Corp. 8111 Westchester Drive Suite 600 Dallas TX 75225	INSURER A : Old Republic Insurance Company	NAIC # 24147
	INSURER B : ACE American Insurance Company	22667
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 23523638 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	MWZY 59829 25	9/15/2025	9/15/2026	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ See Below \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ MCS-90	Y	Y	MWTB 21711 25 MWZX 315003 25	9/15/2025 9/15/2025	9/15/2026 9/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLR C72798090 SCF C72798107 (MO, NC, OK, PA, WI)	9/15/2025 9/15/2025	9/15/2026 9/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 10,000,000 E.L. DISEASE - EA EMPLOYEE \$ 10,000,000 E.L. DISEASE - POLICY LIMIT \$ 10,000,000
B	*Excess Workers Compensation (OH)	N	Y	WCU C72798119	9/15/2025	9/15/2026	EL Each Acc \$10MM EL Disease-Policy Lim \$10MM EL Disease-Each Empl \$10MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EXCESS WORKERS COMPENSATION - * POLICY APPLIES TO OHIO. Products/Completed Operations Aggregate Limit Subject to the General Aggregate Limit. All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording. Sudden & Accidental coverage is provided in the Blended Pollution Endorsement (Named Peril and Time Element) GL 475 038 0920 endorsement. Parkland Corporation and its subsidiaries are added to the Sunoco LP program effective 6/1/2026.
Palm Beach County is included as additional insured with respect to General Liability, Automobile Liability, and Excess Liability policies. All policies (except Workers' Compensation/el) include a severability of interests provision that confers this status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to provide this status. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not afforded this provision under the policy. Cross Liability is included under the General Liability Policy per form GL 475 028 0517.

CERTIFICATE HOLDER	CANCELLATION See Attachment
23523638 Palm Beach County Attn: Insurance Compliance PO Box 100085 - DX Duluth GA 30096-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Named Insured Addendum

- Parkland USA Corporation
- Parkland Corporation
- Parkland (U.S.) Holding Corp.
- Elbow River Marketing USA Ltd.
- Parkland (US) Supply Corp.
- Parkland (US) Finance Corporation
- Parkland (US) People Corp.
- Tropic Acquisition Corp.
- Tropic Oil Company LLC
- Tropic Transportation LLC



FOR CDC USE ONLY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2025

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

PRODUCER MARSH USA, LLC TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company INSURER B : NA INSURER C : INSURER D : INSURER E : INSURER F :
CN102968394-GAWU-24-25	NAIC # 22667
INSURED Tartan Oil LLC P.O. Box 10146 Knoxville, TN 37939	

COVERAGES CERTIFICATE NUMBER: ATL005758090-09 REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	XSLG49353182	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 14,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ \$0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 28,000,000 PRODUCTS - COMP/OP AGG \$ 28,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ MCS-90		XSAHI1379965 'SIR: \$1,000,000'	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	WCU72796615 Continued on Acord 101	09/01/2025	09/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County Board of County Commissioners are included as Additional Insured with respect to General Liability where required by written contract subject to the policy terms, conditions and exclusions.
Workers Compensation includes the State of Florida.

CERTIFICATE HOLDER Palm Beach County Board of County, Commissioners Insurance Compliance c/o EBDX, Inc. PO Box 100085 - DX Duluth, GA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA LLC
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