

**SUNSHINE**  
GASOLINE DISTRIBUTORS, INC.  
MARINE & COMMERCIAL DIVISION

**We are pleased to announce that Sunshine Gasoline Distributors, Inc., Florida's largest independent fuel distribution company, has joined forces with McKenzie Petroleum!**

Sunshine Gasoline, founded 35 years ago right here in South Florida, currently supplies over five hundred retail gas stations throughout the state. In 2018, Sunshine Gasoline expanded into the commercial fuels and marina market with the purchase of Homestead based wholesaler, Blaylock Oil Company. With annual purchases approaching a billion gallons a year a combined Sunshine/McKenzie will immediately benefit existing McKenzie clients with improved pricing structures via Sunshine's leveraged purchasing power.

Sunshine/McKenzie now has storage & distribution bulk plants in Homestead, Tavernier, and Marathon, with a total combined bulk motor fuel storage capacity of over 400,000 gallons. This added storage capacity allows for continuous operations in the face of emergency situations or supply shortages unmatched by traditional fuel suppliers. In furtherance of our commitment to service excellence facility and operational improvements have been commissioned for the four bulk plants and the fleet of fuel delivery vehicles.

**We are positioning ourselves to be able to provide unrivaled delivery service in the Florida Keys!**

**We want to fuel your success and reliable service will be our salesman!**

**Do not hesitate to contact myself directly at 305-247-7249 (office) or 786-255-1880 (mobile) or Greg McKenzie directly at 305-942-7470 with any questions that you may have.**

**We wish everyone a joyous Holiday Season and look forward to being a part of your prosperous New Year!**

Sincerely,

  
\_\_\_\_\_  
**John Sanchez**  
**General Manager**  
**Sunshine Gasoline Distributors, Inc.**  
**Marine & Commercial Fuels Division**

  
\_\_\_\_\_  
**Greg McKenzie**  
**Manager**  
**Florida Keys Marine & Commercial Fuels Division**

# Bill of Sale

**This Bill of Sale, made on December 1, 2021, between MARATHON BULK PLANT FACILITY, LLC, a Florida limited liability company and JOHN R. MCKENZIE JOBBER, INC., a Florida corporation (collectively, the "Seller"), and SUNSHINE GASOLINE DISTRIBUTORS, INC., a Florida corporation ("Buyer").**

**Witnesseth,** that Seller, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Seller by Buyer, receipt and sufficiency of which is hereby acknowledged, delivers, grants, bargains, sells and transfers forever to Buyer the following goods and chattels, to wit:

**All Assets, as defined in that certain Asset Purchase Agreement by and between Buyer and Seller dated September 22, 2021**

Said property being located at:

**Parcel 1:**

**Lot 4, Block 2, Coco Plum Beach, according to the map or plat thereof as recorded in Plat Book 4, Page 166, Public Records of Monroe County, Florida.**

**Parcel 2:**

**Lot 5, Block 2, Coco Plum Beach, according to the map or plat thereof as recorded in Plat Book 4, Page 166, Public Records of Monroe County, Florida.**

**Parcel 3:**

**Lots 8, 9, 10, 11, 12, 13 and 14, Block 3, Tavernier, according to the map or plat thereof as recorded in Plat Book 1, Page 105, Public Records of Monroe County, Florida.**

**Parcel 4:**

**Lots 1, 2, 3, 4, 5, 6, and 7, Block 3, Tavernier, according to the map or plat thereof as recorded in Plat Book 1, Page 105, Public Records of Monroe County, Florida.**

Seller covenants to Buyer that Seller is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that Seller has good right to sell that property, and that Seller will warrant and defend the sale of said property, goods and chattels unto the Buyer against the lawful claims and demands of all persons whomsoever.

Buyer and Seller agree to terminate that certain Subjobber Agreement dated on or about September 1, 2014.

"Seller" and "Buyer" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of Seller and Buyer whenever the context so requires or admits.

[EXECUTIONS AND ACKNOWLEDGMENTS ON FOLLOWING PAGE]

JOHN R. MCKENZIE JOBBER, INC.  
a Florida corporation

By:

*[Handwritten Signature]*  
Greg McKenzie, President

MARATHON BULK PLANT FACILITY, LLC, a Florida  
limited liability company

By: JOHN R. MCKENZIE JOBBER, INC., a Florida  
corporation, its Managing Member

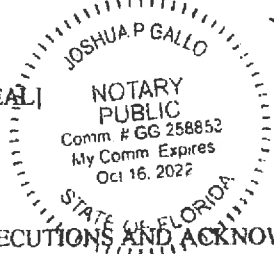
By:

*[Handwritten Signature]*  
Greg McKenzie, President

STATE OF FLORIDA  
COUNTY OF MONROE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online  
notarization, this 1ST day of December, 2021, by GREG R. MCKENZIE, President of JOHN R. MCKENZIE JOBBER, INC.,  
a Florida corporation, Managing Member of MARATHON BULK PLANT FACILITY, LLC, a Florida limited liability  
company, and by GREG R. MCKENZIE, as President of JOHN R. MCKENZIE JOBBER, INC., a Florida corporation, who   
 is personally known to me, or  produced FL DL as identification.

[AFFIX NOTARY SEAL]



*[Handwritten Signature]*  
Notary Public Signature  
Print Notary Name: Joshua P Gallo  
My commission expires: 10-16-2022

[EXECUTIONS AND ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE]

**SCHEDULE C**

Contracts

**CLIENT CONTRACTS**

<b>Company</b>	<b>Description</b>	<b>Date</b>
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
<b>City of Key West</b>	Dealer Supply Contract	
<b>Key West Bight Marina</b>	Dealer Supply Contract	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	

**VENDOR CONTRACTS**

<b>Company</b>	<b>Description</b>	<b>Date</b>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

1. The parties agree to cancel any non-insurance vendor contracts at the Closing, as determined by Buyer, with any associated termination fee (if any) to be paid by Seller.

The insurance-related Contracts shall be cancelled at Closing or when Buyer obtains suitable replacement policies (as determined by Buyer), whichever occurs last; provided, any deposits or other funds received by Buyer and/or Seller due to such cancellation shall be for the benefit of Seller (such that, any such funds received by Buyer shall be paid to Seller).