

Fill in this information to identify the case:

Debtor 1 Sloan SchoyerDebtor 2  
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas

Case number 21-32351

RECEIVED

AUG 30 2021

United States Courts  
Southern District of Texas  
FILED

AUG 23 2021

Official Form 410

**Proof of Claim**

BMC GROUP

Nathan Ochser, Clerk of Court

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim****1. Who is the current creditor?**Sloan Schoyer

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

**2. Has this claim been acquired from someone else?**☒ No☐ Yes. From whom? \_\_\_\_\_**3. Where should notices and payments to the creditor be sent?**Federal Rule of  
Bankruptcy Procedure  
(FRBP) 2002(g)**Where should notices to the creditor be sent?**Sloan Schoyer

Name

P.O. Box 280

Number Street

Biddeford PoolME04006

City

State

ZIP Code

Contact phone 340-643-0231Contact email schoyers@yahoo.com**Where should payments to the creditor be sent? (if different)**

Name

Number

Street

City

State

ZIP Code

Contact phone \_\_\_\_\_

Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_**4. Does this claim amend one already filed?**☒ No☐ Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on

MM / DD / YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**☒ No☐ Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☐ No  
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 8 6 7 1

7. How much is the claim? \$ 200,000.00. Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.  
Consulting Services Performed

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**☒ No☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/19/2021  
MM DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Sloan Schoyer  
First name Middle name Last name

Title Consultant

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address P.O. Box 280  
Number Street

Biddeford Pool ME 04006  
City State ZIP Code

Contact phone 340-643-0231 Email schoyers@yahoo.com

INVOICE NO. 2021-02  
DATE February 25, 2021  
CUSTOMER ID Limetree Bay Refining

TO Limetree Bay Refining, LLC  
1 Estate Hope  
Christiansted, VI 00820

<b>PAYMENT TERMS</b>	<b>DUE DATE</b>	<b>Purchase Order</b>
Net 45 Days	March 17, 2021	PO-6200000622

Item	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Consulting Services Agreement - Lump Sum Bonus -Refinery Operations SCO	\$ 200,000	\$ 200,000
	Per Consulting Services Agreement dated April 17, 2019		
			SUBTOTAL \$200,000
			SALES TAX
			TOTAL \$ 200,000.00

**Please Remit to Designated Account**  
**THANK YOU FOR YOUR BUSINESS!**

## LIMETREE BAY REFINING, LLC

### ADDENDUM No. 1 TO CONSULTING AGREEMENT

This Addendum No. 1 to Consulting Agreement LTR-164 (this "Addendum No. 1") is entered into this 17<sup>th</sup> day of April, 2019, by and between Limetree Bay Refining, LLC ("Limetree") and Sloan Schoyer, ("Consultant"). Consultant and Limetree are individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Consulting Agreement dated January 4, 2019 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement in accordance with the terms of this Addendum No. 1;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Paragraph 1 of the Agreement is amended on pertinent part to provide that the Term of the Agreement is extended to March 31, 2020.
2. Paragraph 4 of the Agreement is amended in pertinent part to add the following new subparagraph (b), with the remaining provisions of such Paragraph 4 to be re-lettered accordingly:


(b) Bonus. Limetree shall pay Consultant a bonus (the "Bonus") in a lump sum amount of \$200,000 subject to the following provisions:

- (i) The Bonus shall become due and payable to Consultant within 45 days of the date the Refinery achieves "Stable Commercial Operations," as defined in Exhibit A to this Addendum No. 1.
- (ii) If Limetree elects to terminate the Agreement pursuant to Article 1(a) thereof, the Bonus will be paid to Consultant in full within 45 days of the date the Refinery achieves "Stable Commercial Operations," as defined in Exhibit A to this Addendum No. 1.
- (iii) If Consultant elects to terminate the Agreement pursuant to Article 1(a) thereof, the Bonus will be forfeited and will not be due and payable to Consultant.
- (iv) If the Agreement is terminated by Limetree for Cause, as defined in Article 1, the Bonus will be forfeited and will not be due and payable to Consultant.
- (v) Upon request, Consultant will provide reasonable assistance in transitioning Consultant's responsibilities to Limetree's designated successor.

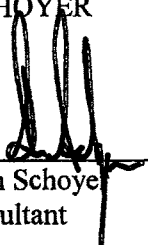
Except as specifically amended in this Addendum No.1, the Agreement shall remain in full force and effect. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF this Agreement is executed by the duly authorized representatives of the Parties as of the Agreement Date.

LIMETREE BAY REFINING, LLC

By:   
\_\_\_\_\_  
Brian K. Lever  
President

SLOAN SCHOYER

By:   
\_\_\_\_\_  
Sloan Schoyer  
Consultant

## EXHIBIT A

### Stable Commercial Operations

a) The Refinery shall achieve "Stable Commercial Operations" when each of the following has occurred and Limetree Bay Refining Marketing shall have certified in writing to BP the achievement of such operations:

(i) The units of the Refinery set forth in the table below shall have simultaneously achieved the operating rates shown on the average (without any unit going off-line or failing to operate unless otherwise provided for in the start-up testing procedure) during a period of fourteen (14) consecutive Days.

<u>Stable Commercial Operations</u>	
Crude	115,000 bpd
Vacuum	61,000 bpd
Coker	32,000 bpd
DD7 + DD9	32,000 bpd (combined)
DD6	32,000 bpd
Platformer	33,000 bpd
SRU Stack	Meeting required permit limits with proper Continuous Emissions Monitoring at specified rates or with a Reasonable Accuracy Test Audit

(ii) The Refinery's units are producing merchantable Products.

b) The date on which Stable Commercial Operations has been achieved will be deemed retroactively to have occurred at the end of the first (1<sup>st</sup>) Day of the fourteen (14) Day period referred to in Clause a)(i) of this Exhibit A

RSS



### **Limetree Bay Ventures Commences Refinery Startup Operations**

**ST. CROIX, U.S. Virgin Islands – February 1, 2021** – Limetree Bay Ventures, LLC (“Limetree” or “the Company”), a world-class refinery, terminal and logistics hub controlled by EIG Global Energy Partners (“EIG”), today announced that Limetree Bay Refining (“the Refinery”) has successfully resumed operations and begun production and commercial sales of refined products.

The Refinery is capable of processing over 200,000 barrels of crude oil and other feedstocks per day and will help transition the maritime fuel sector toward new international standards. Further, it is well situated to process the growing supply of Latin American sour crudes to fulfill consumer demand in growing end markets in the Caribbean, Central and South America, and the US East Coast. With the completion of the refinery restart and, together with the Company’s integrated terminal and marine infrastructure, Limetree Bay has reemerged as a world-class energy hub and logistics center serving the region and international markets from its advantaged central location in St. Croix.

Jeffrey Rinker, Chief Executive Officer of Limetree, commented, “We are thrilled to commence operations and begin producing quality fuels for our customers. As we move into Limetree’s next chapter of commercial operations, we are well positioned to succeed. In these difficult economic times, we are thankful to be able to support growth in the local economy and be a source of significant local employment for many years to come.”

Mr. Rinker continued, “The restart of a refinery is a complicated endeavor, requiring a first-class team of employees and contractors and a collaborative partnership between business and government. We have been able to restart operations due to the continued perseverance and efforts of our business partners, employees, investors and local government officials, overcoming challenges including Hurricane Maria and the COVID-19 pandemic. Industry leading safety performance was maintained throughout the restart project and I want to thank our employees and all key stakeholders for their tremendous work and continued commitment toward making today a reality.”

U.S. Virgin Islands Governor Albert Bryan Jr. said, “This restart of the Limetree Bay Refinery is the culmination of years of hard work and is a big victory for St. Croix and the USVI. In these difficult economic times, I am very pleased that the Refinery is creating hundreds of well-paying, quality jobs for USVI workers. Limetree – thanks to its leading, global investors and business partners – has delivered on its promise to create world-class facilities that are well-situated to meet growing demands in the region and deliver local economic development to the USVI. We welcome and applaud them today for their commitment to the island and look forward to the successful continuation of our public-private partnership.”

#### **About Limetree Bay Ventures**

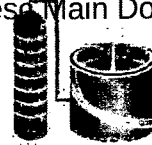
Limetree Bay Ventures, LLC is a large-scale energy complex strategically located in St. Croix, U.S. Virgin Islands. The complex consists of Limetree Bay Refining, a refinery with peak processing capacity of over 200,000 barrels of petroleum feedstock per day, and Limetree Bay Terminal, a 34-million-barrel crude and petroleum products storage and marine terminal facility serving the refinery and third-party customers.

#### **About EIG**





**LIMETREE BAY**  
T E R M I N A L S



**LIMETREE BAY**  
R E F I N I N G , L L C

EIG is a leading institutional investor to the global energy sector with \$22.0 billion under management as of December 31, 2020. EIG specializes in private investments in energy and energy-related infrastructure on a global basis. During its 39-year history, EIG has committed over \$34.9 billion to the energy sector through more than 365 projects or companies in 36 countries on six continents. EIG's clients include many of the leading pension plans, insurance companies, endowments, foundations and sovereign wealth funds in the U.S., Asia and Europe. EIG is headquartered in Washington, D.C. with offices in Houston, London, Sydney, Rio de Janeiro, Hong Kong and Seoul. For additional information, please visit EIG's website at [www.eigpartners.com](http://www.eigpartners.com).

#### **Contacts**

**Sard Verbinen & Co.**

Kelly Kimberly / Brandon Messina

[EIG-SVC@sardverb.com](mailto:EIG-SVC@sardverb.com)

(212) 687-8080



## **INTEROFFICE MEMORANDUM**

**DATE:** February 1, 2021  
**TO:** Limetree Bay Employees  
**FROM:** Jeff Rinker, Chief Executive Officer  
**SUBJECT:** REFINERY OPENING

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Dear Limetree Bay Colleagues,

Moments ago, we issued a press release announcing the successful resumption of operations, including production and commercial sales, at Limetree Bay Refining. The press release is attached for your reference.

This is an exciting day for our Company, and I want to thank you for your tireless efforts in getting us here. The restart of the refinery is a culmination of years of hard work by a first-class team of employees and contractors. Your continued perseverance and efforts to restart operations have overcome challenges including Hurricanes Irma and Maria and the COVID-19 pandemic, while maintaining industry-leading safety performance throughout the restart project.

As a responsible part of a wider community, we are also thankful for the efforts of our other key stakeholders in making today a reality, including our business partners, investors and local government officials. Governor Albert Bryan Jr. said in today's press release:

*"This restart of the Limetree Bay Refinery is the culmination of years of hard work and is a big victory for St. Croix and the USVI. In these difficult economic times, I am very pleased that the Refinery is creating hundreds of well-paying, quality jobs for USVI workers. Limetree – thanks to its leading, global investors and business partners – has delivered on its promise to create world-class facilities that are well-situated to meet growing demands in the region and deliver local economic development to the USVI. We welcome and applaud them today for their commitment to the island and look forward to the successful continuation of our public-private partnership."*

Today's announcement may generate interest from customers, partners, and media. If you receive any inquiries, please forward them directly to Erica Parsons or to [communications@lbenergy.com](mailto:communications@lbenergy.com)

While today marks an important milestone in our journey, we still have a lot of work ahead of us to improve and optimize the refinery operations in a global business environment that remains extremely difficult. I believe this team is up to meeting that challenge.



I speak for the entire management team in thanking you for your continued hard work and dedication to Limetree Bay. As we move into Limetree's next chapter, we are well positioned to succeed thanks to you.

Sincerely,

Jeff Rinker  
Chief Executive Officer

# Southern District of Texas

## Claims Register

### 21-32351 Limetree Bay Services, LLC and Official Committee of Unsecured Creditors

**Bankruptcy Judge:** David R Jones

**Chapter:** 11

**Office:** Houston

**Last Date to file claims:** 11/15/2021

**Trustee:**

**Last Date to file (Govt):** 01/10/2022

*Creditor:* (11948981)

**Claim No:** 5

*Status:*

Sloan Schoyer

*Original Filed*

*Filed by:* CR

PO Box 280

*Date:* 08/23/2021

*Entered by:* 4 Hortencia Lerma

Biddeford Pool, ME 04006

*Original Entered*

hler

*Date:* 08/23/2021

*Modified:*

Amount claimed: \$200000.00

#### *History:*

Details 5-1 08/23/2021 Claim #5 filed by Sloan Schoyer, Amount claimed: \$200000.00 (hler, 4)

#### *Description:*

#### *Remarks:*

## Claims Register Summary

**Case Name:** Limetree Bay Services, LLC and Official Committee of Unsecured Creditors

**Case Number:** 21-32351

**Chapter:** 11

**Date Filed:** 07/12/2021

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$200000.00
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
Secured		
Priority		
Administrative		