

Fill in this information to identify the case:

Debtor 1 Limetree Bay Services, LLC

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Texas

Case number 21-32351

LIMETREE POC
00014

Official Form 410

Proof of Claim

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?	<u>Excel Construction and Maintenance V.I., Inc.</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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? <u>Ms. Cherie Pinac</u> Name <u>8641 United Plaza Blvd.</u> Number Street <u>Baton Rouge</u> <u>LA</u> <u>70809</u> City State ZIP Code Contact phone _____ Contact email _____	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?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>1</u>	
		Filed on <u>07/29/2021</u> MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____
7. How much is the claim?	\$ <u>25,656,963.59</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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. <u>Services performed</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: <u>Lien</u> 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: \$ <u>0.00</u> Amount of the claim that is secured: \$ <u>0.00</u> Amount of the claim that is unsecured: \$ <u>25,656,963.59</u> (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) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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:

☐ 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.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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 08/04/2021
MM / DD / YYYY

/s/ Cherie Pinac

Signature

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

Name Cherie Pinac
First name Middle name Last name

Title Chief Legal Officer

Company Excel USA
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 8641 United Plaza Blvd.
Number Street

Baton Rouge LA 70809
City State ZIP Code

Contact phone Email

IN RE: LIMETREE BAY SERVICES, LLC

CASE NO. 21-32351

ADDENDUM TO PROOF OF CLAIM

This addendum is attached to and a part of the of the proof claim filed by **Excel Construction and Maintenance V.I., Inc.** (the “**Claimant**”) in the above-captioned chapter 11 case of **Limetree Bay Services, LLC** (the “**Debtor**”).

1. Basis for Proof of Claim and Asserted Amount

The Debtor as Owner and the Claimant as Contractor are parties to the following executory contracts (collectively, the “**Agreements**”)¹:

- Term Services Agreement dated February 17, 2016 (the “**TSA**”)
- TSA dated June 18, 2018
- Agreement Addendum dates December 13, 2018
- Agreement Addendum to TSA dated July 19, 2019.
- Schedule B to TSA dated August 17, 2020.

Claimant asserts any and all Claims, as defined in section 101(5) of Title 11 of the United States Code (the “**Bankruptcy Code**”) arising under, related to, or in connection with the Agreements. The total amount owed by the debtor to the Claimant as of the petition date is **\$25,656,963.59** as set forth on the schedule attached to this addendum. Claimant asserts all rights provided by law under the lien it filed on June 24, 2021 with the Office of the Lieutenant Governor and Recorder of Deeds for the Virgin Islands, copy of which is attached. Claimant is currently unaware of the value of the secured portion of its claim, and reserves all of its rights thereto.

2. Reservation of Rights for Administrative Priority Claim

Claimant is willing to continue to perform work for the Debtor if requested subject to acceptable terms and conditions notwithstanding the filing of the Debtor’s petition. In such event, Claimant reserves its right to seek payment of the post-petition amounts owed as an administrative priority claim.

3. Reservation of Other Rights and Claims

If the Debtor seeks to affirm any of its contracts with Claimant, Claimant asserts the right to all cure amounts as provided and required by the Bankruptcy Code.

If the Debtor seeks to reject any of its contracts with Claimant, Claimant asserts the right to all damages caused by such rejection as provided and required by the Bankruptcy Code.

Claimant reserves any other claims for breach, damages, costs, expenses, or losses that Claimant has incurred or may incur based upon conduct of the Debtor, including any other non-compliance with or breach of its contracts with the Claimant.

¹ The agreements between the Debtor and Claimant were initially between the Debtor and Sun Constructors, Inc. (“**Sun**”). Sun amended its Articles and changed its name to Excel Construction and Maintenance V.I., Inc. effective August 17, 2018. The name change was recognized and acknowledged by the Debtor.

Claimant further asserts any and all claims for indemnity, contribution, reimbursement, recoupment, or subrogation under the Bankruptcy Code and applicable law arising under, related to, or in connection with the contracts.

The filing of this Proof of Claim is not and shall not be deemed or construed as: (i) a waiver or release of Claimant's rights against any other entity or person liable for all or any part of the Proof of Claim asserted herein; (ii) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (iii) a waiver or release of Claimant's right to mediate or arbitrate any dispute, as applicable, including the amount or nature of the Proof of Claim; (iv) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (v) a consent by Claimant's to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (vi) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this proof of claim, any objection thereto, or other proceeding which may be commenced in this case against or otherwise involving Claimant; (viii) a waiver or release of Claimant's right to setoff under the Bankruptcy Code or recoupment; or (ix) a waiver of Claimant's right to assert any additional claims that may be entitled to administrative priority under sections 503 and 507 of the Bankruptcy Code.

4. Amendments

Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, in any manner, including, but not limited to, fixing or revising the amount of the claims described above that are now due or may become due to Claimant and/or to file additional proofs of claim for any additional claim which may be based on the same or additional documents or grounds of liability.

5. Notices

All notices relating to this Proof of Claim should be sent as follows:

Excel Construction and Maintenance V.I., Inc.
Ms. Cherie Pinac
Chief Legal Officer
Excel USA
CPinac@excelusa.com

With a copy to:

David S. Rubin
Butler Snow LLP
445 North Blvd., Suite 300
Baton Rouge, LA 70802
David.Rubin@butlersnow.com
Fax: 225-325-8800

All payments should be sent to:

Excel Construction and Maintenance V.I., Inc.
8641 United Plaza Blvd.
Baton Rouge, LA 70809

Attached are the cover pages of the contracts between the Debtor and the Claimant.
Complete copies are available on request.

60288655.

Invoice Due Date Description Total Aged

Contract : 50001- Limetree Bay Terminals E&I Support

2787	05/15/19	02/24	\$70.51
Total For Contract: 50001-			\$70.51

Contract : 50014- Limetree Refinery Restart TM New Rates

THESE 50014 INVOICES WERE UNDERPAID BY THE VALUE SHOWN

2475 *	03/27/19	01/06	\$358.84
2489 *	03/28/19	01/06	\$9.18
2504 *	03/29/19	01/13	\$748.87
2671 *	05/18/19	02/03-4700000435	\$94.94
Total For Contract: 50014-			\$1,211.83

Contract : 50017- Limetree Terminal Re-Start Project

3310	10/06/20	02/23 Labor-Tank	\$869.64
Total For Contract: 50017-			\$869.64

Contract : 50019- Limetree Terminal Ongoing Facility Maintenance

3618	02/06/21	11/20 ME - Travel	\$238.95
3625	02/12/21	12/27 Labor-6200001011	\$30,243.66
3626	02/12/21	12//20 Labor-6200001011	\$41,689.73
3633	02/26/21	01/03 Labor-6200001011	\$27,901.87
3639	03/05/21	1/17 Labor-6200001281	\$43,602.89
3640	03/12/21	01/31 Labor-6200001281	\$40,285.25
3641	03/12/21	01/24 Labor-6200001281	\$37,493.93
3651	02/12/21	1/10 Labor-620001281	\$37,488.88
3664	04/01/21	02.28 Labor-6200001281	\$40,026.48
3665	04/01/21	02.14 Labor-6200001281	\$40,447.63
3668	04/01/21	01/21 ME - TPE	\$389.05
3672	04/01/21	01/21 ME - Material	\$14,169.23
3674	04/06/21	02.21 Labor-6200001281	\$41,960.91
3677	04/06/21	02.21 ME - TPE	\$389.05
3698	04/22/21	03.07 Labor-6200001281	\$40,274.77
3703	04/22/21	03.14 Labor-6200001281	\$41,149.35
3704	04/22/21	02.07 Labor-6200001281	\$40,753.49
3715	04/22/21	03.21 Labor-6200001281	\$40,276.30
3717	04/28/21	03.21 Labor-6200001281	\$37,247.17
3730	05/08/21	04.11 Labor-6200001281	\$40,443.06
3732	05/08/21	04.04 Labor-6200001281	\$43,802.69
3735	05/22/21	03.21 ME - TPE	\$11,463.78
3738	05/22/21	04.18 Labor-6200001281	\$36,813.46
3749	06/02/21	04.25 Labor-6200001281	\$45,193.56
3752	06/08/21	05.02 Labor-6200001281	\$43,649.85
3760	06/29/21	04.21 ME - TPE	\$389.05
3764	06/29/21	04.21 ME - Material	\$184.47
3767	07/24/21	06.06 Labor-6200001281	\$20,579.23
3769	07/24/21	06.13 Labor-6200001281	\$27,869.67
3771	07/24/21	06.20 Labor-6200001281	\$22,298.96
3778	07/24/21	05.21 ME - TPE	\$389.05
3783	07/27/21	05.09 Labor-6200001281	\$37,881.89
3783	07/27/21	05.16 Labor-6200001281	\$29,300.69
3790	07/28/21	05.30 Labor-6200001281	\$26,310.36
3792	07/28/21	05.23 Labor-6200001281	\$27,239.82
3793	07/28/21	06.27 Labor	\$10,621.05
3804	08/21/21	06.21 ME-TPE	\$389.05
3812	08/12/21	07.04 Labor	\$13,374.19
3814	08/12/21	07.11 Labor	\$8,907.11
Total For Contract: 50019-			\$1,043,129.58

Contract : 50020- Limetree Bay Refining Post Restart

3560	01/26/21	10/20 ME-TPE	\$109,371.15
3593	01/26/21	12//20 Labor-6200000953	\$586,147.77
3595	01/26/21	11/20 ME - COE	\$101,961.83
3597	01/12/21	12/06 Labor-6200000953	\$668,764.92
3622	02/06/21	11/20 ME - TPE	\$23,913.05
3623	02/06/21	Non-EIS COE	\$20,298.81

3624	02/12/21	12/20 Labor-6200000953	\$22,904.07
3629	02/19/21	12/20 ME-TPE	\$243,923.31
3630	02/19/21	12/13 Labor-6200000954	\$612,394.16
3631	02/05/21	12/27 Labor-6200000953	\$629,206.07
3635	02/26/21	12/20 ME-COE	\$107,259.30
3642	03/16/21	01/03 Labor-6200000953	\$648,395.61
3643	03/16/21	1/10 Labor-6200000953	\$584,020.68
3644	03/16/21	1/17 Labor-6200000953	\$470,328.43
3645	03/16/21	01/24 Labor-6200000953	\$505,814.88
3646	03/16/21	01/24 Labor-6200000954	\$365,324.14
3648	03/16/21	12/20 ME-Material	\$14,042.60
3649	03/16/21	01/21 ME - Material	\$4,601.24
3652	03/20/21	1/17 Labor-6200000954	\$289,051.39
3653	03/23/21	01/21 ME - COE	\$93,857.23
3654	03/23/21	01/31 Labor-6200000954	\$343,801.94
3655	03/23/21	01/31 Labor-6200000953	\$420,668.64
3659	03/24/21	1/10 Labor-6200000954	\$225,218.57
3666	04/01/21	02.14 Labor-6200000954	\$143,465.35
3679	04/13/21	02.28 Labor-6200000953	\$260,606.98
3680	04/13/21	02.28 Labor-6200000954	\$130,470.07
3682	04/13/21	02.21 Labor-6200000953	\$285,213.87
3683	04/13/21	02.21 Labor-6200000954	\$138,032.21
3686	04/13/21	02.21 ME - TPE	\$69,871.69
3687	04/13/21	02.21 ME - Material	\$1,661.83
3688	04/13/21	01/21 ME - Travel	\$34,097.14
3689	04/13/21	01/21 ME - TPE	\$54,846.77
3693	04/15/21	02.07 Labor-6200000954	\$280,402.12
3694	04/15/21	02.07 Labor-6200000953	\$333,433.26
3695	04/15/21	02.14 Labor-6200000953	\$249,112.88
3705	04/22/21	03.21 Labor-6200000953	\$166,806.00
3707	04/22/21	03.14 Labor-6200000954	\$98,430.25
3708	04/22/21	03.14 Labor-6200000953	\$231,511.36
3709	04/22/21	03.07 Labor-6200000954	\$143,137.97
3710	04/22/21	03.07 Labor-6200000953	\$270,752.90
3711	04/22/21	02.21 ME - Travel	\$4,763.59
3712	04/22/21	02.21 ME - COE	\$81,394.48
3713	04/22/21	03.21 Labor-6200000954	\$99,031.57
3716	04/24/21	02.21 ME - TPE	\$6,700.56
3720	04/30/21	03.21 Labor-6200000954	\$97,319.52
3721	04/30/21	03.21 Labor-6200000953	\$203,315.27
3723	05/04/21	03.21 ME - Material	\$99.96
3726	05/04/21	03.21 ME - COE	\$75,193.28
3740	05/22/21	04.18 Labor-6200000954	\$172,815.07
3741	05/22/21	04.11 Labor-6200000953	\$6,079.66
3742	05/22/21	04.04 Labor-6200000953	\$106,776.06
3743	05/22/21	03.21 ME - TPE	\$116,742.34
3744	05/22/21	04.04 Labor-6200000954	\$99,787.96
3745	05/22/21	04.11 Labor-6200000954	\$116,065.94
3746	06/01/21	04.25 Labor-6200000954	\$105,740.62
3754	06/08/21	05.02 Labor	\$47,988.63
3757	06/29/21	04.21 ME - Material	\$281.75
3759	06/29/21	04.21 ME - TPE	\$101,589.13
3761	06/29/21	04.21 ME - COE	\$73,325.55
3762	06/29/21	04.21 ME - Travel	\$8,471.55
3773	07/24/21	05.21 ME - Material	\$25.38
3774	07/24/21	05.21 ME - TPE	\$57,949.08
3775	07/24/21	05.21 ME - Travel	\$13,288.74
3776	07/24/21	05.21 ME - COE	\$27,833.42
3779	07/24/21	03.21 ME - Travel	\$16,943.57
3780	07/24/21	04.21 ME - Material	-\$1,944.55
3781	07/24/21	04.21 ME	\$89.81
3782	07/24/21	05.09 Labor-6200000954	\$11,834.87
3809	08/12/21	06.21 ME_Material	\$1,472.21
3810	08/12/21	06.21 ME-Travel	\$990.86

Total For Contract: 50020-

\$11,635,179.22

Contract : 50021- Limetree High Voltage Test Equipment

3627	02/16/21	12/20 ME-TPE	\$18,246.87
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3647	03/16/21	01/21 ME - TPE	\$29,660.67
3671	04/01/21	02.21 ME - TPE	\$15,584.48
3724	05/04/21	03.21 ME - TPE	\$15,584.48
3756	06/29/21	04.21 ME - TPE	\$16,778.16
3786	07/27/21	05.21 ME - TPE	\$15,584.48
3808	08/12/21	06.21 ME-TPE	\$15,584.48

Total For Contract: 50021-

\$127,032.52

Contract : 50022- Limetree Bay Terminals Facility Maintenance

3599	07/06/21	04.21 ME - Material	\$854.35
3600	07/06/21	04.21 ME - TPE	\$62,494.36
3634	02/26/21	01/03 Labor-6200001010	\$183,531.36
3636	03/05/21	12//20 Labor-6200001011	\$334,757.74
3637	03/05/21	12/27 Labor-6200001010	\$197,214.37
3638	03/05/21	1/17 Labor-6200001281	\$423,397.67
3650	03/19/21	1/10 Labor-6200001281	\$288,767.75
3662	04/01/21	01/21 ME - Travel	\$879.41
3663	04/01/21	01/24 Labor-6200001281	\$455,173.40
3667	04/01/21	01/21 ME - TPE	\$41,276.05
3669	04/01/21	01/21 ME - Material	\$645.33
3670	04/01/21	01/21 COE	\$57,588.59
3675	04/06/21	02.21 ME - Material	\$1,224.40
3676	04/06/21	02.21 ME - COE	\$65,483.32
3678	04/13/21	01/31 Labor-6200001281	\$386,815.51
3681	04/13/21	02.28 Labor-6200001281	\$487,770.73
3684	04/13/21	02.21 Labor	\$495,424.36
3685	04/13/21	02.21 ME - Travel	\$5,666.45
3690	04/13/21	02.21 ME - TPE	\$25,707.87
3696	04/22/21	03.14 Labor-6200001281	\$432,180.12
3697	04/22/21	03.07 Labor-6200001281	\$468,408.06
3699	04/22/21	02.14 Labor-6200001281	\$515,131.89
3700	04/22/21	02.07 Labor-6200001281	\$475,991.48
3714	04/22/21	03.21 Labor-6200001281	\$449,822.70
3718	04/28/21	03.21 Labor-6200001281	\$440,256.55
3722	05/04/21	03.21 ME - Material	\$2,611.76
3725	05/04/21	03.21 ME - COE	\$65,483.32
3728	05/08/21	04.11 Labor-6200001281	\$477,982.90
3731	05/08/21	04.04 Labor-6200001281	\$410,435.52
3733	05/08/21	03.21 ME - Travel	\$834.94
3736	05/22/21	50022 ME - TPE	\$97,396.56
3737	05/22/21	04.18 Labor-6200001281	\$540,087.72
3748	06/02/21	04.25 Labor-6200001281	\$480,216.22
3751	06/08/21	05.02 Labor-6200001281	\$470,457.03
3755	06/29/21	04.21 ME - COE	\$69,862.06
3758	06/29/21	04.21 ME - Travel	\$698.04
3763	06/29/21	04.21 ME - Per Diem	-\$368.42
3765	07/16/21	Prebill w.e. 07.04	\$94,730.00
3765CM	07/16/21	Prebill w.e. 07.04	-\$94,730.00
3813	08/12/21	07.04 Labor	\$95,480.12
3766	07/23/21	Prebill w.e. 07.11	\$85,000.00
3766CM	07/23/21	Prebill w.e. 07.11	-\$85,000.00
3815	08/12/21	07.11 Labor	\$54,683.86
3768	07/24/21	06.06 Labor	\$286,151.83
3770	07/24/21	06.13 Labor	\$326,663.92
3772	07/24/21	06.20 Labor	\$407,362.89
3777	07/24/21	05.21 ME - Material	\$413.66
3785	07/27/21	05.21 ME - TPE	\$38,151.19
3787	07/27/21	05.21 ME - Travel	\$445.43
3788	07/27/21	05.21 ME - COE	\$72,580.70
3789	07/28/21	05.30 Labor	\$284,326.06
3791	07/28/21	05.23 Labor-6200001281	\$263,329.52
3794	07/28/21	06.27 Labor	\$76,565.89
3795	07/29/21	05.09 Labor	\$437,747.84
3795	07/29/21	05.16 Labor-6200001281	\$306,764.42
3795CM	07/29/21	05.16 W. Byrd Labor credit	-\$4,959.47
3805	08/12/21	06.21 ME-Travel	\$2,438.48
3806	08/12/21	06.21 ME	\$77,661.09
3807	08/12/21	06.21 ME-COE	\$99,708.45

Total For Contract: 50022-

\$11,737,767.46

Contract : 50023- Limetree Bay Terminals E&I Repairs & Maintenance

3660	04/01/21	02.28 Labor-6200001397	\$50,437.84
3661	04/01/21	02.14 Labor	\$45,544.16
3673	04/03/21	02.21 Labor	\$26,952.32
3701	04/22/21	03.07 Labor-6200001397	\$48,053.45
3702	04/22/21	03.14 Labor-6200001397	\$49,633.16
3706	04/22/21	03.21 Labor-6200001397	\$44,788.09
3719	04/28/21	03.21 Labor-6200001397	\$43,302.92
3729	05/08/21	04.04 Labor-6200001397	\$35,336.19
3734	05/12/21	04.11 Labor-6200001397	\$152,198.90
3739	05/22/21	04.18 Labor	\$154,725.59
3747	06/02/21	04.25 Labor-6200001397	\$143,621.71
3750	06/08/21	04.11 Per Diem Correction	-\$32.67
3753	06/08/21	05.02 Labor-6200001397	\$113,526.25
3784	07/27/21	05.09 Labor-6200001397	\$91,131.71
3784	07/27/21	05.16 Labor-6200001397	\$62,866.28
3784	07/27/21	05.23 Labor	\$49,616.93

Total For Contract: 50023-

\$1,111,702.83

Grand Total All Contracts**\$25,656,963.59**

TERM SERVICES AGREEMENT
BETWEEN
LIMETREE BAY TERMINALS, LLC
AND
SUN CONSTRUCTORS, INC.
Agreement Number LTS-009
FEBRUARY 17, 2016

**LIMETREE BAY REFINING OPERATING,
LLC**

WZ
(CN)

TERM SERVICES AGREEMENT

BETWEEN

LIMETREE BAY REFINING OPERATING, LLC

WZ
CND

AND

SUN CONSTRUCTORS, INC

Contract Number: LTR-015

June 18, 2018

WZ 8/1/18
CND

LIMETREE BAY REFINING, LLC

TERM SERVICES AGREEMENT
CONTRACT NO. LTR-015

AGREEMENT ADDENDUM


The Term Services Agreement (LTR-015) (the "**Agreement**"), dated June 18, 2018 and amended on August 7, 2018, between LIMETREE and Excel Construction & Maintenance VI, Inc., ("CONTRACTOR"), is amended in regard to the agreed upon Rate Sheet provided for under the Agreement.

Effective **July 1, 2019**, the attached Rate Sheet is in full force and effect.


Except for the changes set forth herein, there are no other changes to the Agreement.

IN WITNESS WHEREOF, this Agreement has been reviewed by both Parties and is executed by the authorized representative of both Parties.

LIMETREE BAY REFINING, LLC

By:  Date: 7/18/19
Printed: Rocco Colabella
Title: Authorized Representative

EXCEL CONSTRUCTION & MAINTENANCE VI, INC.

By:  Date: July 8, 2019
Printed: Wally Byrd
Title: Vice President of Operations

ADDENDUM 1 TO AGREEMENT LTR-015

This ADDENDUM is hereby made by and between Limetree Bay Refining, LLC, 1 Estate Hope, Christiansted, St. Croix, VI 00820 ("LIMETREE"), and Sun Constructors, Inc., 8641 United Plaza Boulevard, Baton Rouge, LA 70809 ("CONTRACTOR") and together with LIMETREE, the "Parties" and, individually, a "Party") to amend and revise the Term Services Agreement LTR-015 dated June 18, 2018 ("Agreement"); this amendment is effective December 3, 2018 ("Effective Date").

Whereas the Parties previously entered into the above referenced Agreement where under CONTRACTOR is performing certain Work for LIMETREE at LIMETREE's facility located at St. Croix, United States Virgin Islands; and now agree that certain revisions must be made to the Agreement to accommodate ongoing and future work; and the Parties wish to make such changes to receive the benefits of such work;

THEREFORE, for good, valuable and mutual consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Article 9 – **INDEMNITY AND LIMITATION ON LIABILITY** is replaced in its entirety as follows:

9 INDEMNITY AND LIMITATION ON LIABILITY

- 9.1 CONTRACTOR shall defend, indemnify, and hold harmless the Indemnified Parties from and against all Claims which any of the Indemnified Parties may be liable arising out of the performance or non-performance of the Work by CONTRACTOR, its employees, or subcontractors, or anyone acting under CONTRACTOR's direction or control, or anyone for whose acts CONTRACTOR may be liable. In all situations in which the foregoing indemnity obligation may potentially apply, CONTRACTOR shall defend the Indemnified Parties until and unless it is finally determined in a court proceeding or arbitration the parties' relative degree of fault. CONTRACTOR shall not be responsible to indemnify the Indemnified Parties for damages directly assessed against the Indemnified Parties for their own negligence or willful misconduct.
- 9.2 Limitation on Liability.
 - (i) Limitation on Damages for Failure to Deliver Conforming Work. The total amount of damages that LIMETREE may recover from CONTRACTOR resulting from CONTRACTOR's failure to deliver Work in accordance with the terms of this Agreement and the applicable Work Release (including any warranty claims or claims for re-work) is limited to an amount equal to the Work Release price for the applicable Work.
 - (ii) Limitation on Damages for Damage to LIMETREE's Property. The total amount of damages that LIMETREE may recover from CONTRACTOR for damage to LIMETREE property (whether real or personal), shall not exceed the limits of insurance required to be maintained by CONTRACTOR pursuant to this Agreement. For greater certainty, this limitation is based on the policy levels set forth herein and not on the actual amount of insurance proceeds collected by CONTRACTOR.
 - (iii) Waiver of Consequential Damages. Except Claims for which there is an indemnification obligation hereunder and unless otherwise expressly set forth herein, each party's liability for damages under this Agreement is limited to direct, actual damages, whether such Claim is in tort, contract or otherwise, and neither party shall be liable to the

LIMETREE

**TERM SERVICES AGREEMENT
CONTRACT NO. LTR-015**

**SCHEDULE B
FORM OF WORK RELEASE**

This Work Release is intended to be used as the means to release various work assignments by LIMETREE to the CONTRACTOR, when it is determined by LIMETREE that such a need exists. These assignments will be conducted in accordance with the terms and conditions of this Work Release and the Agreement.

Any changes in fees and or charges under this Work Release after the Release Date must be agreed to by both LIMETREE and CONTRACTOR by a written change order executed by both Parties.

CONTRACTOR acknowledges that this is a non-exclusive agreement for work and that LIMETREE has not made any representation, warranty or guarantee as to the amount of work or the value of work that LIMETREE may issue to the CONTRACTOR.

Form of Work Release follows:

Work Release Number: 010

THIS WORK RELEASE (this "**Work Release**"), dated August 3, 2020 (the "**Release Date**"), is between Limetree Bay Refining, LLC, ("**LIMETREE**") and, EXCEL CONSTRUCTION AND MAINTENANCE VI, INC. ("**CONTRACTOR**" and together with LIMETREE, the "**Parties**" and, individually, a "**Party**"), pursuant to the Term Services Agreement (contract number: LTR - 015, dated June 18, 2018, among Limetree Bay Refining, LLC and CONTRACTOR (the "**Agreement**"). The terms and conditions of the Agreement are incorporated by reference into this Work Release. Unless otherwise defined in this Work Release, initially capitalized terms used in this Work Release will have the meanings given to such terms in the Agreement.

PART 1: SCOPE OF WORK

The Parties agree that the Scope of Work under this Work Release as follows:

CONTRACTOR to perform Instrument and Electrical Refinery and Terminal Maintenance.

The Parties further agree that the Work shall comply with the following requirements:

- i. Scope of Work to be performed as described in **ATTACHMENT 1 TO SCHEDULE B**.

Duration: Three-year contract term commencing on the effective date of this work release.

- ii. Deliverable: Complete Maintenance Services as requested by LIMETREE Maintenance. Primary maintenance responsibility will include Instrument and Electrical crafts and provide a full-service valve shop for the refinery.



OFFICE OF THE LIEUTENANT GOVERNOR RECORDER OF DEEDS

1105 King Street • Christiansted, Virgin Islands 00820 • 340.773.6449 • Fax 340.719.2355
5049 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.776-8505 • Fax 340.779.7825

COPY

Received by KP
JUN 24 2021

NOTICE OF CLAIM OF CONSTRUCTION LIEN

Pursuant to 28 V.I.C., Chapter 12

Notice. No construction lien may be recorded against the Government of the Virgin Islands. Attention is directed to all provisions of the Virgin Islands Code relating to duration of liens, additional notices, and necessity for timely filing of suit. Failure to file suit within the applicable time period may result in the Recorder striking the construction lien from the public record.

NAME OF LIEN FILER: EXCEL Construction & Maintenance VI, Inc. <i>formerly Sun Constructors, Inc.</i>	
ADDRESS OF LIEN FILER: 8641 United Plaza Blvd., Baton Rouge, LA 70809	
NAME OF PERSON WITH WHOM LIEN FILER HAS A CONSTRUCTION CONTRACT: (please provide evidence of the contract) Limetree Bay Refining, LLC and Limetree Bay Terminals, LLC	
ADDRESS OF THE PROPERTY AGAINST WHICH LIEN IS FILED: [see attached description] 1 Estate Hope Christianstead, St. Croix, VI 00820 Exhibit 1	
IS THIS THE SAME ADDRESS WHERE SERVICES WERE RENDERED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF THE PROPERTY OWNER AGAINST WHOM LIEN IS BEING FILED: Limetree Bay Refining, LLC, Limetree Bay Terminals, LLC and Limetree Bay Energy, LLC	
DATE THE CONTRACT COMMENCED: June 18, 2018	DATE THE LAST SERVICES PERFORMED: Ongoing
TOTAL VALUE OF THE CONTRACT: Time & Material	HOW MUCH MONEY REMAINS UNPAID: (Total) \$24,943,041.69
DESCRIBE MATERIALS FURNISHED OR CONSTRUCTION SERVICES PERFORMED: Construction Restart and Maintenance services and materials.	
Lien is Claimed Pursuant to	
1. <input type="checkbox"/> Notice of Commencement filed on _____, Recorder Doc. No. _____	
2. <input checked="" type="checkbox"/> On the basis of unpaid moneys due Lien Filer which became due as of \$22,078,593.20 over net 15 terms.	
3. <input type="checkbox"/> Payment bond filed with _____	

Under penalty of perjury Lien Filer certifies that all information contained herein is accurate, and that a copy of the foregoing Notice of Claim of Construction Lien was served by ☒ PERSONAL DELIVERY or ☐ CERTIFIED MAIL (check all that apply) to person against whose interest lien is claimed on this 21st day of June, 2021. Please provide proof of service.

David E. Roberts
Signature of Lien Filer

Subscribed and sworn to before me this 21st day of June, 2021

Signature of Notary Public: *Chris Brown*

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: (11938986)
Excel Construction and
Maintenance V.I., Inc.
Attn: Ms. Cherie Pinac
8641 United Plaza Blvd.
Baton Rouge, LA 70809

Claim No: 1
Original Filed
Date: 07/29/2021
Original Entered
Date: 07/29/2021
Last Amendment
Filed: 08/05/2021
Last Amendment
Entered: 08/05/2021

Status:
Filed by: CR
Entered by: David Samuel Rubin
Modified:

Amount claimed: \$25656963.59

History:

[Details](#) [1-1](#) 07/29/2021 Claim #1 filed by Excel Construction and Maintenance V.I., Inc., Amount claimed: \$25656963.59 (Rubin, David)

[Details](#) [1-2](#) 08/05/2021 Amended Claim #1 filed by Excel Construction and Maintenance V.I., Inc., Amount claimed: \$25656963.59 (Rubin, David)

Description: (1-2) See addendum and exhibits

Remarks: (1-1) Claimant reserves right to the secured portion of its claim, currently unknown.

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

Total Amount Claimed*	\$25656963.59
Total Amount Allowed*	

*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		

Fill in this information to identify the case:

Debtor 1 Limetree Bay Services, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas

Case number 21-32351

RECEIVED

AUG 02 2021

Official Form 410

BMC GROUP

Proof of Claim

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?	<u>Excel Construction and Maintenance V.I., Inc.</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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? <u>Ms. Cherie Pinac</u> Name <u>8641 United Plaza Blvd.</u> Number Street <u>Baton Rouge</u> <u>LA</u> <u>70809</u> City State ZIP Code Contact phone _____ Contact email _____	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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

LIMETREE POC



00014

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: _____

7. How much is the claim? \$ 25,656,963.59. 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.
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: Lien
 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: \$ 0.00 SEE ADDENDUM
 Amount of the claim that is secured: \$ 0.00 FOR RESERVATION
 Amount of the claim that is unsecured: \$ 25,656,963.59 (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 07/29/2021
MM / DD / YYYY

/s/ Cherie Pinac

Signature

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

Name	<u>Cherie Pinac</u>		
	First name	Middle name	Last name
Title	<u>Chief Legal Officer</u>		
Company	<u>Excel USA</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>8641 United Plaza Blvd.</u>		
	Number	Street	
	<u>Baton Rouge</u>	LA	<u>70809</u>
	City	State	ZIP Code
Contact phone	<u></u>		Email <u></u>

IN RE: LIMETREE BAY SERVICES, LLC
CASE NO. 21-32351

ADDENDUM TO PROOF OF CLAIM

This addendum is attached to and a part of the of the proof claim filed by **Excel Construction and Maintenance V.I., Inc.** (the “**Claimant**”) in the above-captioned chapter 11 case of **Limetree Bay Services, LLC** (the “**Debtor**”).

1. Basis for Proof of Claim and Asserted Amount

The Debtor as Owner and the Claimant as Contractor are parties to the following executory contracts (collectively, the “**Agreements**”)¹:

- Term Services Agreement dated February 17, 2016 (the “**TSA**”)
- TSA dated June 18, 2018
- Agreement Addendum dates December 13, 2018
- Agreement Addendum to TSA dated July 19, 2019.
- Schedule B to TSA dated August 17, 2020.

Claimant asserts any and all Claims, as defined in section 101(5) of Title 11 of the United States Code (the “**Bankruptcy Code**”) arising under, related to, or in connection with the Agreements. The total amount owed by the debtor to the Claimant as of the petition date is **\$25,656,963.59** as set forth on the schedule attached to this addendum. Claimant asserts all rights provided by law under the lien it filed on June 24, 2021 with the Office of the Lieutenant Governor and Recorder of Deeds for the Virgin Islands, copy of which is attached. Claimant is currently unaware of the value of the secured portion of its claim, and reserves all of its rights thereto.

2. Reservation of Rights for Administrative Priority Claim

Claimant is willing to continue to perform work for the Debtor if requested subject to acceptable terms and conditions notwithstanding the filing of the Debtor’s petition. In such event, Claimant reserves its right to seek payment of the post-petition amounts owed as an administrative priority claim.

3. Reservation of Other Rights and Claims

If the Debtor seeks to affirm any of its contracts with Claimant, Claimant asserts the right to all cure amounts as provided and required by the Bankruptcy Code.

If the Debtor seeks to reject any of its contracts with Claimant, Claimant asserts the right to all damages caused by such rejection as provided and required by the Bankruptcy Code.

Claimant reserves any other claims for breach, damages, costs, expenses, or losses that Claimant has incurred or may incur based upon conduct of the Debtor, including any other non-compliance with or breach of its contracts with the Claimant.

¹ The agreements between the Debtor and Claimant were initially between the Debtor and Sun Constructors, Inc. (“**Sun**”). Sun amended its Articles and changed its name to Excel Construction and Maintenance V.I., Inc. effective August 17, 2018. The name change was recognized and acknowledged by the Debtor.

Claimant further asserts any and all claims for indemnity, contribution, reimbursement, recoupment, or subrogation under the Bankruptcy Code and applicable law arising under, related to, or in connection with the contracts.

The filing of this Proof of Claim is not and shall not be deemed or construed as: (i) a waiver or release of Claimant's rights against any other entity or person liable for all or any part of the Proof of Claim asserted herein; (ii) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (iii) a waiver or release of Claimant's right to mediate or arbitrate any dispute, as applicable, including the amount or nature of the Proof of Claim; (iv) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (v) a consent by Claimant's to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (vi) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (vii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this proof of claim, any objection thereto, or other proceeding which may be commenced in this case against or otherwise involving Claimant; (viii) a waiver or release of Claimant's right to setoff under the Bankruptcy Code or recoupment; or (ix) a waiver of Claimant's right to assert any additional claims that may be entitled to administrative priority under sections 503 and 507 of the Bankruptcy Code.

4. Amendments

Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, in any manner, including, but not limited to, fixing or revising the amount of the claims described above that are now due or may become due to Claimant and/or to file additional proofs of claim for any additional claim which may be based on the same or additional documents or grounds of liability.

5. Notices

All notices relating to this Proof of Claim should be sent as follows:

Excel Construction and Maintenance V.I., Inc.

Ms. Cherie Pinac
Chief Legal Officer
Excel USA
CPinac@excelusa.com

With a copy to:

David S. Rubin
Butler Snow LLP
445 North Blvd., Suite 300
Baton Rouge, LA 70802
David.Rubin@butlersnow.com
Fax: 225-325-8800

All payments should be sent to:

Excel Construction and Maintenance V.I., Inc.
8641 United Plaza Blvd.
Baton Rouge, LA 70809

Attached are the cover pages of the contracts between the Debtor and the Claimant.
Complete copies are available on request.

60288655.

Invoice Due Date Description Total Aged

Contract : 50001- Limetree Bay Terminals E&I Support

2787	05/15/19	02/24	\$70.51
Total For Contract: 50001-			\$70.51

Contract : 50014- Limetree Refinery Restart TM New Rates

THESE 50014 INVOICES WERE UNDERPAID BY THE VALUE SHOWN

2475 *	03/27/19	01/06	\$358.84
2489 *	03/28/19	01/06	\$9.18
2504 *	03/29/19	01/13	\$748.87
2671 *	05/18/19	02/03-4700000435	\$94.94
Total For Contract: 50014-			\$1,211.83

Contract : 50017- Limetree Terminal Re-Start Project

3310	10/06/20	02/23 Labor-Tank	\$869.64
Total For Contract: 50017-			\$869.64

Contract : 50019- Limetree Terminal Ongoing Facility Maintenance

3618	02/06/21	11/20 ME - Travel	\$238.95
3625	02/12/21	12/27 Labor-6200001011	\$30,243.66
3626	02/12/21	12/20 Labor-6200001011	\$41,689.73
3633	02/26/21	01/03 Labor-6200001011	\$27,901.87
3639	03/05/21	1/17 Labor-6200001281	\$43,602.89
3640	03/12/21	01/31 Labor-6200001281	\$40,285.25
3641	03/12/21	01/24 Labor-6200001281	\$37,493.93
3651	02/12/21	1/10 Labor-6200001281	\$37,488.88
3664	04/01/21	02.28 Labor-6200001281	\$40,026.48
3665	04/01/21	02.14 Labor-6200001281	\$40,447.63
3668	04/01/21	01/21 ME - TPE	\$389.05
3672	04/01/21	01/21 ME - Material	\$14,169.23
3674	04/06/21	02.21 Labor-6200001281	\$41,960.91
3677	04/06/21	02.21 ME - TPE	\$389.05
3698	04/22/21	03.07 Labor-6200001281	\$40,274.77
3703	04/22/21	03.14 Labor-6200001281	\$41,149.35
3704	04/22/21	02.07 Labor-6200001281	\$40,753.49
3715	04/22/21	03.21 Labor-6200001281	\$40,276.30
3717	04/28/21	03.21 Labor-6200001281	\$37,247.17
3730	05/08/21	04.11 Labor-6200001281	\$40,443.06
3732	05/08/21	04.04 Labor-6200001281	\$43,802.69
3735	05/22/21	03.21 ME - TPE	\$11,463.78
3738	05/22/21	04.18 Labor-6200001281	\$36,813.46
3749	06/02/21	04.25 Labor-6200001281	\$45,193.56
3752	06/08/21	05.02 Labor-6200001281	\$43,649.85
3760	06/29/21	04.21 ME - TPE	\$389.05
3764	06/29/21	04.21 ME - Material	\$184.47
3767	07/24/21	06.06 Labor-6200001281	\$20,579.23
3769	07/24/21	06.13 Labor-6200001281	\$27,869.67
3771	07/24/21	06.20 Labor-6200001281	\$22,298.96
3778	07/24/21	05.21 ME - TPE	\$389.05
3783	07/27/21	05.09 Labor-6200001281	\$37,881.89
3783	07/27/21	05.16 Labor-6200001281	\$29,300.69
3790	07/28/21	05.30 Labor-6200001281	\$26,310.36
3792	07/28/21	05.23 Labor-6200001281	\$27,239.82
3793	07/28/21	06.27 Labor	\$10,621.05
3804	08/21/21	06.21 ME-TPE	\$389.05
3812	08/12/21	07.04 Labor	\$13,374.19
3814	08/12/21	07.11 Labor	\$8,907.11
Total For Contract: 50019-			\$1,043,129.58

Contract : 50020- Limetree Bay Refining Post Restart

3560	01/26/21	10/20 ME-TPE	\$109,371.15
3593	01/26/21	12/20 Labor-6200000953	\$586,147.77
3595	01/26/21	11/20 ME - COE	\$101,961.83
3597	01/12/21	12/06 Labor-6200000953	\$668,764.92
3622	02/06/21	11/20 ME - TPE	\$23,913.05
3623	02/06/21	Non-EIS COE	\$20,298.81

3624	02/19/21	12/20 Labor-6200000953	\$22,904.61
3629	02/19/21	12/20 ME-TPE	\$243,923.31
3630	02/19/21	12/13 Labor-6200000954	\$612,394.16
3631	02/05/21	12/27 Labor-6200000953	\$629,206.07
3635	02/26/21	12/20 ME-COE	\$107,259.30
3642	03/16/21	01/03 Labor-6200000953	\$648,395.61
3643	03/16/21	1/10 Labor-6200000953	\$584,020.68
3644	03/16/21	1/17 Labor-6200000953	\$470,328.43
3645	03/16/21	01/24 Labor-6200000953	\$505,814.88
3646	03/16/21	01/24 Labor-6200000954	\$365,324.14
3648	03/16/21	12/20 ME-Material	\$14,042.60
3649	03/16/21	01/21 ME - Material	\$4,601.24
3652	03/20/21	1/17 Labor-6200000954	\$289,051.39
3653	03/23/21	01/21 ME - COE	\$93,857.23
3654	03/23/21	01/31 Labor-6200000954	\$343,801.94
3655	03/23/21	01/31 Labor-6200000953	\$420,668.64
3659	03/24/21	1/10 Labor-6200000954	\$225,218.57
3666	04/01/21	02.14 Labor-6200000954	\$143,465.35
3679	04/13/21	02.28 Labor-6200000953	\$260,606.98
3680	04/13/21	02.28 Labor-6200000954	\$130,470.07
3682	04/13/21	02.21 Labor-6200000953	\$285,213.87
3683	04/13/21	02.21 Labor-6200000954	\$138,032.21
3686	04/13/21	02.21 ME - TPE	\$69,871.69
3687	04/13/21	02.21 ME - Material	\$1,661.83
3688	04/13/21	01/21 ME - Travel	\$34,097.14
3689	04/13/21	01/21 ME - TPE	\$54,846.77
3693	04/15/21	02.07 Labor-6200000954	\$280,402.12
3694	04/15/21	02.07 Labor-6200000953	\$333,433.26
3695	04/15/21	02.14 Labor-6200000953	\$249,112.88
3705	04/22/21	03.21 Labor-6200000953	\$166,806.00
3707	04/22/21	03.14 Labor-6200000954	\$98,430.25
3708	04/22/21	03.14 Labor-6200000953	\$231,511.36
3709	04/22/21	03.07 Labor-6200000954	\$143,137.97
3710	04/22/21	03.07 Labor-6200000953	\$270,752.90
3711	04/22/21	02.21 ME - Travel	\$4,763.59
3712	04/22/21	02.21 ME - COE	\$81,394.48
3713	04/22/21	03.21 Labor-6200000954	\$99,031.57
3716	04/24/21	02.21 ME - TPE	\$6,700.56
3720	04/30/21	03.21 Labor-6200000954	\$97,319.52
3721	04/30/21	03.21 Labor-6200000953	\$203,315.27
3723	05/04/21	03.21 ME - Material	\$99.96
3726	05/04/21	03.21 ME - COE	\$75,193.28
3740	05/22/21	04.18 Labor-6200000954	\$172,815.07
3741	05/22/21	04.11 Labor-6200000953	\$6,079.66
3742	05/22/21	04.04 Labor-6200000953	\$106,776.06
3743	05/22/21	03.21 ME - TPE	\$116,742.34
3744	05/22/21	04.04 Labor-6200000954	\$99,787.96
3745	05/22/21	04.11 Labor-6200000954	\$116,065.94
3746	06/01/21	04.25 Labor-6200000954	\$105,740.62
3754	06/08/21	05.02 Labor	\$47,988.63
3757	06/29/21	04.21 ME - Material	\$281.75
3759	06/29/21	04.21 ME - TPE	\$101,589.13
3761	06/29/21	04.21 ME - COE	\$73,325.55
3762	06/29/21	04.21 ME - Travel	\$8,471.55
3773	07/24/21	05.21 ME - Material	\$25.38
3774	07/24/21	05.21 ME - TPE	\$57,949.08
3775	07/24/21	05.21 ME - Travel	\$13,288.74
3776	07/24/21	05.21 ME - COE	\$27,833.42
3779	07/24/21	03.21 ME - Travel	\$16,943.57
3780	07/24/21	04.21 ME - Material	-\$1,944.55
3781	07/24/21	04.21 ME	\$89.81
3782	07/24/21	05.09 Labor-6200000954	\$11,834.87
3809	08/12/21	06.21 ME_Material	\$1,472.21
3810	08/12/21	06.21 ME-Travel	\$990.86

Total For Contract: 50020-

\$11,635,179.22

Contract : 50021- Limetree High Voltage Test Equipment

3627	02/16/21	12/20 ME-TPE	\$18,246.87
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3647	03/16/21	04.21 ME - TPE	\$29,688.00
3671	04/01/21	02.21 ME - TPE	\$15,584.48
3724	05/04/21	03.21 ME - TPE	\$15,584.48
3756	06/29/21	04.21 ME - TPE	\$16,778.16
3786	07/27/21	05.21 ME - TPE	\$15,584.48
3808	08/12/21	06.21 ME-TPE	\$15,584.48
Total For Contract: 50021-			\$127,032.52

Contract : 50022- Limetree Bay Terminals Facility Maintenance

3599	07/06/21	04.21 ME - Material	\$854.35
3600	07/06/21	04.21 ME - TPE	\$62,494.36
3634	02/26/21	01/03 Labor-6200001010	\$183,531.36
3636	03/05/21	12/20 Labor-6200001011	\$334,757.74
3637	03/05/21	12/27 Labor-6200001010	\$197,214.37
3638	03/05/21	1/17 Labor-6200001281	\$423,397.67
3650	03/19/21	1/10 Labor-6200001281	\$288,767.75
3662	04/01/21	01/21 ME - Travel	\$879.41
3663	04/01/21	01/24 Labor-6200001281	\$455,173.40
3667	04/01/21	01/21 ME - TPE	\$41,276.05
3669	04/01/21	01/21 ME - Material	\$645.33
3670	04/01/21	01/21 COE	\$57,588.59
3675	04/06/21	02.21 ME - Material	\$1,224.40
3676	04/06/21	02.21 ME - COE	\$65,483.32
3678	04/13/21	01/31 Labor-6200001281	\$386,815.51
3681	04/13/21	02.28 Labor-6200001281	\$487,770.73
3684	04/13/21	02.21 Labor	\$495,424.36
3685	04/13/21	02.21 ME - Travel	\$5,666.45
3690	04/13/21	02.21 ME - TPE	\$25,707.87
3696	04/22/21	03.14 Labor-6200001281	\$432,180.12
3697	04/22/21	03.07 Labor-6200001281	\$468,408.06
3699	04/22/21	02.14 Labor-6200001281	\$515,131.89
3700	04/22/21	02.07 Labor-6200001281	\$475,991.48
3714	04/22/21	03.21 Labor-6200001281	\$449,822.70
3718	04/28/21	03.21 Labor-6200001281	\$440,256.55
3722	05/04/21	03.21 ME - Material	\$2,611.76
3725	05/04/21	03.21 ME - COE	\$65,483.32
3728	05/08/21	04.11 Labor-6200001281	\$477,982.90
3731	05/08/21	04.04 Labor-6200001281	\$410,435.52
3733	05/08/21	03.21 ME - Travel	\$834.94
3736	05/22/21	50022 ME - TPE	\$97,396.56
3737	05/22/21	04.18 Labor-6200001281	\$540,087.72
3748	06/02/21	04.25 Labor-6200001281	\$480,216.22
3751	06/08/21	05.02 Labor-6200001281	\$470,457.03
3755	06/29/21	04.21 ME - COE	\$69,862.06
3758	06/29/21	04.21 ME - Travel	\$698.04
3763	06/29/21	04.21 ME - Per Diem	-\$368.42
3765	07/16/21	Prebill w.e. 07.04	\$94,730.00
3765CM	07/16/21	Prebill w.e. 07.04	-\$94,730.00
3813	08/12/21	07.04 Labor	\$95,480.12
3766	07/23/21	Prebill w.e. 07.11	\$85,000.00
3766CM	07/23/21	Prebill w.e. 07.11	-\$85,000.00
3815	08/12/21	07.11 Labor	\$54,683.86
3768	07/24/21	06.06 Labor	\$286,151.83
3770	07/24/21	06.13 Labor	\$326,663.92
3772	07/24/21	06.20 Labor	\$407,362.89
3777	07/24/21	05.21 ME - Material	\$413.66
3785	07/27/21	05.21 ME - TPE	\$38,151.19
3787	07/27/21	05.21 ME - Travel	\$445.43
3788	07/27/21	05.21 ME - COE	\$72,580.70
3789	07/28/21	05.30 Labor	\$284,326.06
3791	07/28/21	05.23 Labor-6200001281	\$263,329.52
3794	07/28/21	06.27 Labor	\$76,565.89
3795	07/29/21	05.09 Labor	\$437,747.84
3795	07/29/21	05.16 Labor-6200001281	\$306,764.42
3795CM	07/29/21	05.16 W. Byrd Labor credit	-\$4,959.47
3805	08/12/21	06.21 ME-Travel	\$2,438.48
3806	08/12/21	06.21 ME	\$77,661.09
3807	08/12/21	06.21 ME-COE	\$99,708.45

Total For Contract: 50022-

\$11,737,767.46

Contract : 50023- Limetree Bay Terminals E&I Repairs & Maintenance

3660	04/01/21	02.28 Labor-6200001397	\$50,437.84
3661	04/01/21	02.14 Labor	\$45,544.16
3673	04/03/21	02.21 Labor	\$26,952.32
3701	04/22/21	03.07 Labor-6200001397	\$48,053.45
3702	04/22/21	03.14 Labor-6200001397	\$49,633.16
3706	04/22/21	03.21 Labor-6200001397	\$44,788.09
3719	04/28/21	03.21 Labor-6200001397	\$43,302.92
3729	05/08/21	04.04 Labor-6200001397	\$35,336.19
3734	05/12/21	04.11 Labor-6200001397	\$152,198.90
3739	05/22/21	04.18 Labor	\$154,725.59
3747	06/02/21	04.25 Labor-6200001397	\$143,621.71
3750	06/08/21	04.11 Per Diem Correction	-\$32.67
3753	06/08/21	05.02 Labor-6200001397	\$113,526.25
3784	07/27/21	05.09 Labor-6200001397	\$91,131.71
3784	07/27/21	05.16 Labor-6200001397	\$62,866.28
3784	07/27/21	05.23 Labor	\$49,616.93

Total For Contract: 50023-

\$1,111,702.83

Grand Total All Contracts

\$25,656,963.59

TERM SERVICES AGREEMENT
BETWEEN
LIMETREE BAY TERMINALS, LLC
AND
SUN CONSTRUCTORS, INC.
Agreement Number LTS-009
FEBRUARY 17, 2016

LIMETREE BAY REFINING OPERATING, LLC *WZ (ON)*

TERM SERVICES AGREEMENT

BETWEEN

LIMETREE BAY REFINING OPERATING, LLC *WZ (ON)*

AND

SUN CONSTRUCTORS, INC

Contract Number: LTR-015

June 18, 2018

LIMETREE BAY REFINING, LLC

**TERM SERVICES AGREEMENT
CONTRACT NO. LTR-015**

AGREEMENT ADDENDUM


The Term Services Agreement (LTR-015) (the "Agreement"), dated June 18, 2018 and amended on August 7, 2018, between LIMETREE and Excel Construction & Maintenance VI, Inc., ("CONTRACTOR"), is amended in regard to the agreed upon Rate Sheet provided for under the Agreement.

Effective July 1, 2019, the attached Rate Sheet is in full force and effect.


Except for the changes set forth herein, there are no other changes to the Agreement.

IN WITNESS WHEREOF, this Agreement has been reviewed by both Parties and is executed by the authorized representative of both Parties.

LIMETREE BAY REFINING, LLC

By:  Date: 7/18/19
Printed: Rocco Colabella
Title: Authorized Representative

EXCEL CONSTRUCTION & MAINTENANCE VI, INC.

By:  Date: July 8, 2019
Printed: Wally Byrd
Title: Vice President of Operations

ADDENDUM 1 TO AGREEMENT LTR-015

This ADDENDUM is hereby made by and between Limetree Bay Refining, LLC, 1 Estate Hope, Christiansted, St. Croix, VI 00820 ("LIMETREE"), and Sun Constructors, Inc., 8641 United Plaza Boulevard, Baton Rouge, LA 70809 ("CONTRACTOR") and together with LIMETREE, the "Parties" and, individually, a "Party") to amend and revise the Term Services Agreement LTR-015 dated June 18, 2018 ("Agreement"); this amendment is effective December 3, 2018 ("Effective Date").

Whereas the Parties previously entered into the above referenced Agreement where under CONTRACTOR is performing certain Work for LIMETREE at LIMETREE's facility located at St. Croix, United States Virgin Islands; and now agree that certain revisions must be made to the Agreement to accommodate ongoing and future work; and the Parties wish to make such changes to receive the benefits of such work;

THEREFORE, for good, valuable and mutual consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Article 9 – **INDEMNITY AND LIMITATION ON LIABILITY** is replaced in its entirety as follows:

9 INDEMNITY AND LIMITATION ON LIABILITY

- 9.1 CONTRACTOR shall defend, indemnify, and hold harmless the Indemnified Parties from and against all Claims which any of the Indemnified Parties may be liable arising out of the performance or non-performance of the Work by CONTRACTOR, its employees, or subcontractors, or anyone acting under CONTRACTOR's direction or control, or anyone for whose acts CONTRACTOR may be liable. In all situations in which the foregoing indemnity obligation may potentially apply, CONTRACTOR shall defend the Indemnified Parties until and unless it is finally determined in a court proceeding or arbitration the parties' relative degree of fault. CONTRACTOR shall not be responsible to indemnify the Indemnified Parties for damages directly assessed against the Indemnified Parties for their own negligence or willful misconduct.

9.2 Limitation on Liability.

(i) Limitation on Damages for Failure to Deliver Conforming Work. The total amount of damages that LIMETREE may recover from CONTRACTOR resulting from CONTRACTOR's failure to deliver Work in accordance with the terms of this Agreement and the applicable Work Release (including any warranty claims or claims for re-work) is limited to an amount equal to the Work Release price for the applicable Work.

(ii) Limitation on Damages for Damage to LIMETREE's Property. The total amount of damages that LIMETREE may recover from CONTRACTOR for damage to LIMETREE property (whether real or personal), shall not exceed the limits of insurance required to be maintained by CONTRACTOR pursuant to this Agreement. For greater certainty, this limitation is based on the policy levels set forth herein and not on the actual amount of insurance proceeds collected by CONTRACTOR.

(iii) Waiver of Consequential Damages. Except Claims for which there is an indemnification obligation hereunder and unless otherwise expressly set forth herein, each party's liability for damages under this Agreement is limited to direct, actual damages, whether such Claim is in tort, contract or otherwise, and neither party shall be liable to the

LIMETREE

**TERM SERVICES AGREEMENT
CONTRACT NO. LTR-015**

**SCHEDULE B
FORM OF WORK RELEASE**

This Work Release is intended to be used as the means to release various work assignments by LIMETREE to the CONTRACTOR, when it is determined by LIMETREE that such a need exists. These assignments will be conducted in accordance with the terms and conditions of this Work Release and the Agreement.

Any changes in fees and or charges under this Work Release after the Release Date must be agreed to by both LIMETREE and CONTRACTOR by a written change order executed by both Parties.

CONTRACTOR acknowledges that this is a non-exclusive agreement for work and that LIMETREE has not made any representation, warranty or guarantee as to the amount of work or the value of work that LIMETREE may issue to the CONTRACTOR.

Form of Work Release follows:

Work Release Number: 010

THIS WORK RELEASE (this "**Work Release**"), dated August 3, 2020 (the "**Release Date**"), is between Limetree Bay Refining, LLC, ("**LIMETREE**") and, EXCEL CONSTRUCTION AND MAINTENANCE VI, INC. ("**CONTRACTOR**" and together with LIMETREE, the "**Parties**" and, individually, a "**Party**"), pursuant to the Term Services Agreement (contract number: LTR - 015, dated June 18, 2018, among Limetree Bay Refining, LLC and CONTRACTOR (the "**Agreement**"). The terms and conditions of the Agreement are incorporated by reference into this Work Release. Unless otherwise defined in this Work Release, initially capitalized terms used in this Work Release will have the meanings given to such terms in the Agreement.

PART 1: SCOPE OF WORK

The Parties agree that the Scope of Work under this Work Release as follows:

CONTRACTOR to perform Instrument and Electrical Refinery and Terminal Maintenance.

The Parties further agree that the Work shall comply with the following requirements:

- i. Scope of Work to be performed as described in **ATTACHMENT 1 TO SCHEDULE B**.

Duration: Three-year contract term commencing on the effective date of this work release.

- ii. Deliverable: Complete Maintenance Services as requested by LIMETREE Maintenance. Primary maintenance responsibility will include Instrument and Electrical crafts and provide a full-service valve shop for the refinery.

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: (11938986)
Excel Construction and
Maintenance V.I., Inc.
Attn: Ms. Cherie Pinac
8641 United Plaza Blvd.
Baton Rouge, LA 70809

Claim No: 1
Original Filed
Date: 07/29/2021
Original Entered
Date: 07/29/2021

Status:
Filed by: CR
Entered by: David Samuel Rubin
Modified:

Amount claimed: \$25656963.59

History:

Details 1-1 07/29/2021 Claim #1 filed by Excel Construction and Maintenance V.I., Inc., Amount claimed: \$25656963.59 (Rubin, David)

Description:

Remarks: (1-1) Claimant reserves right to the secured portion of its claim, currently unknown.

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

Total Amount Claimed*	\$25656963.59
Total Amount Allowed*	

*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		