

Fill in this information to identify the case:

Debtor 1 Limetree Bay Refining, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas, Houston Division

Case number 21-32354

E-Filed on 08/17/2021
Claim # 27

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>Valerie Zona</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>Valerie Zona</u> Name <u>200 Estate Dr #204</u> Number Street <u>Chestnut Hill</u> <u>MA</u> <u>02467</u> City State ZIP Code Contact phone _____ Contact email <u>valerie.zona@gmail.com</u>	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? _____	

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? \$ 100,000.00. 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.
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. \$ 0.00

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)?

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

☒ 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

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

* 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 08/17/2021
MM / DD / YYYY

Valerie Zona

Signature

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

Name Valerie Zona
First name Middle name Last name

Title _____

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

Address _____
Number Street

City State ZIP Code

Contact phone _____ Email _____

Attachment 1 - Bonus Invoice No. 23 2021_03_03 .pdf

Description - Valerie Zona

Invoice Date: March 3, 2021

Invoice No.: 023

PO No: STXPO#4700000993

Limetree Bay Refining LLC
1 Estate Hope
Christiansted, VI 00820-5652
LBEnergyInvoiceCapture@concursolutions.com
vhector@lbenergy.com
sseeram@lbenergy.com

Valerie Zona
136 Harding Street
Medfield, MA 02052

Bonus per Agreement LTR-233 and Addendum No. 1 to Consulting Agreement (see attached)

Amount due:

\$100,000.00

LIMETREE BAY REFINING, LLC

CONSULTING AGREEMENT LTR-233

This Consulting Agreement (this "Agreement") is entered into this 18th day of April, 2019 (the "Agreement Date"), between Limetree Bay Refining, LLC, with offices at 1 Estate Hope, Christiansted, St. Croix, VI 00820 ("Limetree") and Valerie Zona, an individual residing at 136 Harding St., Medfield MA 02052, ("Consultant"). Consultant and Limetree are individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Limetree desires to retain Consultant to provide the services specified on Exhibit A attached hereto (the "Services"); and

WHEREAS, Consultant is knowledgeable and experienced in providing such Services and desires to provide the Services in accordance with the terms and provisions of this Agreement;

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

1. Term. The term (the "Term") of this Agreement shall commence on May 1, 2019 (the "Effective Date") and shall continue until April 30, 2020; provided that, (a) either Party may terminate this Agreement upon delivery of thirty (30) days prior written notice to the other Party and (b) Limetree may terminate this Agreement immediately upon notice to Consultant for Cause. As used herein, "Cause" means Consultant has (i) materially breached or violated this Agreement; (ii) unlawfully used (including being under the influence of) or possessed illegal drugs on Limetree's premises or while performing the Services; (iii) willfully engaged in conduct that is materially injurious to Limetree or its Affiliates without a reasonable and good faith belief that such conduct was in the best interests of Limetree or any of its Affiliates; (iv) committed an act of fraud or embezzlement against Limetree, its Affiliates, or any of their respective equity holders; (v) been convicted of (or pleaded guilty or no contest to) a felony, other than a vehicular offence; or (vi) violated any material provision of any written policy of Limetree or any of its Affiliates that has been previously provided to the Consultant.

2. Non-Compete. During the Term, Consultant will not provide services for any "Competitor" (as hereinafter defined) similar to the Services provided to Limetree under this Agreement. "Competitor" shall mean any person or entity that (i) Refines or intends to refine petroleum products; or that (ii) invests in, or recommends or manages for third parties, equity investments in companies or projects in the petroleum refining industry.

3. Services. During the Term, Consultant shall perform the Services in a good and workmanlike manner and in accordance with all applicable industry standards. Consultant shall not subcontract out the performance of any of the Services without the prior written consent of Limetree. During the Term of this Agreement, the Parties may mutually agree in writing to amend or supplement the scope of Services.

4. Invoices and Payment to Consultant.

(a) Fees. In consideration for the Services provided by Consultant, Limetree shall pay Consultant at the monthly rate of [REDACTED]

(b) Bonus. Limetree shall pay Consultant a bonus (the "Bonus") in a lump sum amount of \$100,000 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 B.
- (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 B.
- (iii) If Consultant elects to terminate the Agreement during the Term 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.

(c) Invoices. Consultant shall provide monthly invoices for each month for which Services have been requested and performed. Such invoices shall identify any other authorized expenses and shall be accompanied by reasonable supporting documentation. Consultant shall submit all timesheets and invoices in accordance with the following attachments included herein: Attachment 1- Invoice Processing Procedure for 1099 Consultants, and Attachment 2 – Expense Reimbursement Procedure for 1099 Consultants.

5. Other Miscellaneous Terms.

(a) Limetree shall reimburse Consultant for reasonable and documented travel expenses (including coach class airfare, meals, vehicle and lodging); provided that such travel is preapproved by Limetree and not provided by Limetree at its expense.

6. Independent Contractor.

(a) The Services performed by Consultant will be as an independent contractor and not as an employee of Limetree. Accordingly, Consultant is not entitled to the benefits provided by Limetree to its employees, including, but not limited to, group insurance and participation in Limetree's employee benefit plans.

(b) Consultant is not and will not be an agent, partner, or joint venturer of Limetree. Consultant will not represent himself or herself to third persons to be other than an independent contractor of Limetree, nor will Consultant permit itself to offer or agree to incur or assume any obligations or commitments in the name of or on behalf of Limetree or its affiliates without the prior written consent and authorization of Limetree.

7. Indemnity. Limetree will indemnify, defend and hold Consultant harmless for any claims, demands, damages, liabilities and costs arising out of Consultant's provision of the Services, except to the extent caused by or arising out of the negligence or willful misconduct of Consultant. Each Party waives any right to collect special, punitive or consequential damages.

8. Taxes. Consultant shall be responsible for payment of all taxes (collectively, "Taxes") arising out of Consultant's activities under this Agreement, including by way of illustration but not limitation, any territory, federal, and local taxes, estimated taxes, and taxes related to unemployment insurance and social security. Consultant will reimburse Limetree for Taxes which by law Limetree may be required to pay because of Consultant's failure to pay such Taxes.

9. Confidentiality. Consultant acknowledges that, during the course of performing the Services, Limetree may disclose information to Consultant (including information acquired from third parties which is subject to confidentiality obligations) and Consultant will have access to information related to Limetree's services, customers and other business partners, personnel, business plans, and finances, as well as other commercially valuable information which Limetree does not make generally available to the public (collectively "Confidential Information"). Consultant shall not disclose, directly or indirectly, the Confidential Information, including the terms of this Agreement to any third person or entity.

Upon termination of this Agreement, Consultant will promptly return to the Company or destroy all Confidential Information held by Consultant (including all copies), as well as data, records, reports and other property, furnished by Limetree or produced by Consultant in connection with the Services. Notwithstanding such return, Consultant shall continue to be bound by the confidentiality provisions contained herein for a period of three (3) years after the termination of this Agreement.

10. Notices. All notices, consents, requests and other communications given pursuant to this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed electronic mail, or upon receipt or refusal to accept delivery of certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or e-mail address as set forth below, or as subsequently modified by written notice:

If to the Company:

Limetree Bay Refining, LLC
1 Estate Hope

Christiansted, U.S. Virgin Islands 00820-5652
Attn: Mary Thomas, Contract Manager
mthomas@lbterminals.com

With a copy to (which shall not constitute notice):
Franklin Quow, Esq.
1 Estate Hope
Christiansted, U.S. Virgin Islands 00820-5652
fquow@lbterminals.com

If to the Consultant:

Valerie Zona
136 Harding St.
Medfield MA 02052
Email: valerie.zona@gmail.com

11. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard to its conflicts of law principles.

(b) Entire Agreement. The Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof, and there have been no oral or other agreements of any kind given or made as a condition precedent or inducement to the signing of this Agreement or otherwise concerning this Agreement or the subject matter hereof. No change, addition, or amendment shall be made hereto or to the terms, covenants or conditions hereof except by a written agreement signed by the Parties hereto.


(c) Assignment. This Agreement may not be assigned by Consultant without the prior written consent of Limetree.

(d) Counterparts. This Agreement may be executed in one or more counterparts or duplicate originals, all of which when taken together will constitute one and the same agreement. Electronic and facsimile copies of an original executed signature page (including, without limitation, copies electronically transmitted in portable document format or ".pdf") will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through the DocuSign, Inc. electronic signing system will also be deemed the same as an original executed signature page. At the request of either Party at any time, the Parties shall promptly confirm all electronic or facsimile copies, and all electronically executed versions, of any signature page by manually executing and delivering a duplicate-original signature page.

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

LIMETREE BAY REFINING, LLC

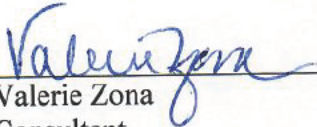
By:



Forgan McIntosh
Chief Financial Officer

VALERIE ZONA

By:



Valerie Zona
Consultant

Exhibit A
General Scope of Services

1. Financial planning, analysis, and related activities for Limetree Bay Refining and Limetree Bay Terminals
2. Treasury, loan compliance, and other capital markets related activities for Limetree Bay Refining and Limetree Bay Terminals
3. Other duties that may be assigned by the Chief Financial Officer.

EXHIBIT B

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 (1st) Day of the fourteen (14) Day period referred to in Clause a)(i) of this Exhibit B

ATTACHMENT 1



LIMETREE BAY

INVOICE PROCESSING PROCEDURE FOR 1099 CONSULTANTS

Timesheet and expense processing by CosTrack for approval.

- At the end of each month, the Consultant submits timesheet including expenses and scanned copies of receipts to Aurora Zapata azapata@lbterminals.com and Jennifer Woodward jwoodward@lbterminals.com at CosTrack.
- Once the timesheet is received, CosTrack will import the information into its system to verify that there are no errors and forward (electronically) to the appropriate Limetree representative for approval.
- Once the timesheet and expenses are approved, a Billing Package will be sent to the Consultant. This consists of a summary of consultant's time/expenses and a record of approval.
- Consultant creates a single PDF file that includes the Billing Package sheet, invoice/expense summary and scanned receipts. Consultant submits the PDF file to Accounts Payable for processing as indicated below

Consultant submits invoice to Limetree Bay Accounts Payable as follows:

- Submits a separate invoice for consulting work being completed for Limetree Bay Terminals versus Limetree Bay Refining.
- Indicates the entire PO number on the invoice: PO-LBT#000000; STXPO#000000, 45900000000, PO-LBR#000000, PO-LBRO#000000.
- Submits Limetree Bay Terminals invoices including CosTrack Billing Package in PDF format only to LBTERMINALS@AVIDBILL.COM. Invoice (cover page) and billing summary should be submitted in one PDF 5MB or less. Avidbill has a 12 character maximum for invoice numbers; Avidbill cut off alphanumeric characters from the left. Do not restart invoice numbers yearly, Avidbill will categorize the invoice as a duplicate invoice being submitted.
- Submits Limetree Bay Refining invoices including CosTrack Billing Package in PDF format only to LBREFINING@AVIDBILL.COM
- Invoice (cover page) and billing summary should be submitted in one PDF 5MB or less.
- If your invoice is rejected please send a copy to ACCOUNTSPAYABLE@LBTERMINALS.COM.
- Any questions or concerns should be addressed to ACCOUNTSPAYABLE@LBTERMINALS.COM or LBREFINING@AVIDBILL.COM respectively.

NOTE: Attached to this is the Limetree Bay Expense Reimbursement Procedure for 1099 Consultants. Please refer to this document for instructions concerning reimbursement policy and procedures.

If you have any questions regarding CosTrack process, please contact either Meredith Worden mworden@lbterminals.com or Terri VanBuren tvandenburg@lbterminals.com.

ATTACHMENT 2



LIMETREE BAY

EXPENSE REIMBURSEMENT PROCEDURE FOR 1099 CONSULTANTS

GENERAL INSTRUCTIONS – This procedure explains how expenses incurred as travel, lodging, meals and incidental expenditures for Limetree Bay ("Company") related business will be reimbursed. The purchase of personal items as part of travel and entertainment will not be reimbursed by the Company. A summary of the expenses should be included on your monthly consulting fee invoice and the receipts should be submitted in PDF format as a single file to lbterminals@avidbill.com for LB Terminals invoices and LBREFINING@AVIDBILL.COM for LB Refining invoices.

RECEIPTS REQUIRED FOR ALL EXPENSES – Receipts attached to your invoice should show the amount, date, place and type of expenditure. The Company requires all expenses over \$25.00 to include an original receipt imaged and attached for all expense report transactions. If an original receipt for a charge more than \$25.00 is not available or has been lost, you will not be reimbursed.

TRAVEL – Include a detailed explanation of all daily transportation costs, including airfare, tolls, parking and taxi fares. A non-refundable coach class ticket or the lowest best cost option is the booking class policy for the Company. This rule may vary based on your specific consulting agreement with the Company. Company VP or higher approvals are necessary to change the class of ticket based on circumstances and written approval must accompany your expense submission. For personal auto mileage allowance, show miles traveled multiplied by current mileage allowance rate (per IRS reimbursement guidelines) and include the business purpose.

LODGING – Show all lodging costs on a per day basis. If hotel or motel receipts include (in addition to lodging cost) meals, telephone or other costs, they should be specifically identified on the receipt.

***MEALS** – Show the cost of your meals when traveling on behalf of the Company. Cost of meals for others and yourself, while conducting Company business must list the full names of all attendees, along with the Company they work for and the business purpose.

***INCIDENTAL OR OTHER EXPENSES** – Covers travel related costs including tips, telephone, postage and miscellaneous supplies, etc.

***Note:** For Consultants with Agreements that include meals and incidental expenses in the daily rate while working in St. Croix, the reimbursement of meals and incidental expenses only applies to work performed if travelling away from home other than to St. Croix.

SUBMISSION OF EXPENSES – Your monthly consulting fee invoice, including a summary of the expenses and the detailed receipts, should be submitted in PDF format as a single file to lbterminals@avidbill.com for LB Terminals invoices and LBREFINING@AVIDBILL.COM for LB Refining invoices.

LIMETREE BAY REFINING, LLC

ADDENDUM No. 1 TO CONSULTING AGREEMENT

This Addendum No. 1 to Consulting Agreement LTR-233 (this "Addendum No. 1") is entered into on this 2nd day of May, 2020 ("Addendum Date"), by and between Limetree Bay Refining, LLC ("Limetree") and Valerie Zona, ("Consultant") for the purpose of amending and modifying the Agreement entered into on April 18, 2019. Consultant and Limetree are individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties desire to revise the terms of the Agreement;

WHEREAS, this Addendum No. 1 shall supersede and control over the terms of the Agreement and any prior addenda thereto;

The Agreement is hereby modified as follows:

1. Paragraph 1 of the Agreement is amended on pertinent part to provide that the Term of the Agreement is extended to September 30, 2020 and clause 1(a) is replaced with the following:
 - 1(a) subject to mutual agreement, either Party may terminate this Agreement upon delivery of thirty (30) days prior written notice to the other Party

2. Paragraph 4(a) of the Agreement is amended in its entirety and replaced with the following effective May 1, 2020:

Fees. In consideration for the Services provided by the Consultant, Limetree shall pay Consultant at a rate of:

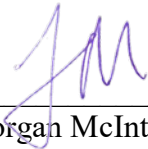
- i. [REDACTED] per month for the period May 1, 2020 through July 31, 2020.
 - ii. [REDACTED] per month for a three (3) day work week and [REDACTED] per hour for work required above the three (3) day work week subject to Consultant availability effective August 1, 2020.
3. Section 4(b)(iii) is replaced with the following
 - iii. For the avoidance of doubt and notwithstanding anything contained in this Addendum No. 1, Consultant has satisfied all applicable requirements in order to be eligible for payment of the Bonus. The Bonus shall be paid to the Consultant within 45 days of the date the Refinery reaches "Stable Commercial Operations", as defined in Exhibit B.
4. Section 4(b)(v) is removed in its entirety.

Except as specifically amended in this Addendum, the Agreement shall remain in full force and effect.

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

{Signature Page to Follow}

LIMETREE BAY REFINING, LLC

By: 

Forgan McIntosh
CFO

VALERIE ZONA

By: _____
Valerie Zona
Consultant