

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

Case number 21-32354

RECEIVED

SEP 14 2021

BMC GROUP

Official Form 410

04/19

Proof of Claim

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>Virgin Islands Industrial Services, LLC</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>Hendershot Cowart P.C. c/o Trey Hendershot</u> Name <u>1800 Bering, Suite 600</u> Number Street <u>Houston TX 77057</u> City State ZIP Code Contact phone <u>713-783-3110</u> Contact email <u>trey@hchlawyers.com</u> | Where should payments to the creditor be sent? (if different) <u>Virgin Islands Industrial Services, LLC</u> Name <u>6002 Estate Diamond Rule, Suite 3-103</u> Number Street <u>Christiansted VI 00820</u> City State ZIP Code Contact phone _____ Contact email <u>mhenry@viisl.com</u> |
| 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 ____ / ____ / ____ | |
| 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



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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>3,687,914.91</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>Goods and services provided, See Exhibit A</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 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>construction 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>unknown</u> 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) _____ % <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)?

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

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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 09/09/2021
MM/DD/YYYY


Signature

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

| | | | |
|---------------|---|-------------|---------------------------|
| Name | <u>MacGarvey</u> | | <u>Henry</u> |
| | First name | Middle name | Last name |
| Title | <u>Senior Operations Manager</u> | | |
| Company | <u>Virgin Islands Industrial Services, LLC</u> | | |
| | Identify the corporate servicer as the company if the authorized agent is a servicer. | | |
| Address | <u>6002 Estate Diamond Ruby, Suite 3-103</u> | | |
| | Number | Street | |
| | <u>Christiansted</u> | <u>VI</u> | <u>00820</u> |
| | City | State | ZIP Code |
| Contact phone | <u>561-267-7138</u> | Email | <u>MHENRY@VIISLLC.COM</u> |

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

| | | |
|---|-----------------------|--|
| IN RE: LIMETREE BAY SERVICES, LLC, <i>et al</i> Debtors. | § § § § § | CASE NO. 21-32351 (DRJ) Chapter 11 (Jointly Administered) |
|---|-----------------------|--|

Exhibit A to Virgin Islands Industrial Services LLC' Proof of Claim

Virgin Islands Industrial Services, LLC ("VIIS") provided labor and services and furnished of equipment, materials and machinery and/or the incurred of expenses for same in connection goods and services to the Debtors prior to the Bankruptcy Petition for which VIIS was not paid. Due to the voluminous nature of the invoices, a summary of the unpaid invoices is attached hereto as Exhibit A-1. Copies of invoices can be provided upon request to VIIS's counsel:

Hendershot Cowart, PC
1800 Bering Drive, Suite 600
Houston, Texas 77057
Telephone: (713) 783-3110
Facsimile: (713) 783.2809

Simon W. Hendershot, III - Email: trey@hchlawyers.com
Katie Cowart - Email: kcowart@hchlawyers.com
Carolyn Carollo - Email: ccarollo@hchlawyers.com

VIIS's claim is secured and was perfected as provided in the construction lien filed by VIIS, attached hereto as Exhibit A-2.

Reservation of Rights. The execution and filing of this Proof of Claim is (a) without waiver or release of any of VIIS' rights, claims, actions, defenses, setoffs or counter-claims against the Debtor or against any other entity or person liable for all or part of the claims or rights of VIIS

under applicable law, (b) not a consent by VIIS to the subject matter jurisdiction of the Bankruptcy Court with respect to any proceeding commenced before or after the Petition Date by or against or otherwise involving VIIS or the claims or rights of VIIS set forth herein, (c) without waiver of the right to withdraw the reference with respect to the subject matter of the claims or rights of VIIS set forth herein, any objection or other proceeding commenced with respect thereto, or any other proceeding commenced in this bankruptcy case against or otherwise involving VIIS, (d) without waiver of, without prejudice to, and with full reservation of VIIS' rights to a jury trial or arbitration with respect to the subject matter of the claims or rights of VIIS set forth herein, and (e) not an election of remedy which waives or otherwise affects any other remedy available to VIIS.

Exhibit A-1**Unpaid Invoices**

| Invoice Number | Amount due |
|-----------------------|-------------------|
| 48 | \$82,536.27 |
| 184 | \$35,778.99 |
| 196 | \$21,726.70 |
| 199 | \$32,155.92 |
| 209 | \$5,065.96 |
| 226 | \$6,641.02 |
| 242 | \$29,692.10 |
| 246 | \$616.64 |
| 249 | \$2,796.07 |
| 257 | \$12,808.77 |
| 258 | \$5,851.18 |
| 264 | \$13,422.21 |
| 265 | \$2,600.00 |
| 274 | \$6,416.25 |
| 438 | \$10,153.38 |
| 461 | \$460,192.43 |
| 465 | \$4,588.02 |
| 466 | \$13,736.63 |
| 467 | \$150,127.10 |
| 468 | \$15,827.36 |
| 469 | \$724.80 |
| 470 | \$138,105.42 |
| 471 | \$5,742.32 |
| 472 | \$3,635.16 |
| 473 | \$91,298.99 |
| 474 | \$141,976.51 |
| 475 | \$134,879.11 |
| 476 | \$4,845.25 |
| 477 | \$14,208.43 |
| 478 | \$147,988.83 |
| 478 | \$13,300.00 |
| 481 | \$20,013.49 |
| 482 | \$157,536.09 |
| 482 | \$11,260.74 |
| 483 | \$7,787.51 |

| | |
|-----|--------------|
| 484 | \$143,450.98 |
| 485 | \$98,697.78 |
| 486 | \$92,420.56 |
| 487 | \$8,733.07 |
| 488 | \$19,594.87 |
| 489 | \$3,349.53 |
| 490 | \$4,805.52 |
| 491 | \$50,758.59 |
| 493 | \$18,076.61 |
| 494 | \$82,857.72 |
| 495 | \$106,089.70 |
| 496 | \$5,801.25 |
| 497 | \$73,021.76 |
| 498 | \$4,309.30 |
| 499 | \$89,902.07 |
| 500 | \$20,319.80 |
| 501 | \$20,489.81 |
| 502 | \$19,481.15 |
| 503 | \$120,763.48 |
| 504 | \$26,016.40 |
| 505 | \$4,873.82 |
| 506 | \$4,329.00 |
| 507 | \$17,000.00 |
| 508 | \$77,757.50 |
| 509 | \$3,282.64 |
| 510 | \$1,995.62 |
| 511 | \$2,204.37 |
| 512 | \$2,333.42 |
| 513 | \$98,697.78 |
| 514 | \$14,000.00 |
| 515 | \$79,868.53 |
| 516 | \$79,868.53 |
| 517 | \$104,627.00 |
| 518 | \$28,585.88 |
| 519 | \$8,543.08 |
| 520 | \$3,248.89 |
| 521 | \$5,094.57 |
| 522 | \$1,260.48 |
| 523 | \$1,575.60 |

| | |
|--------------|-----------------------|
| 524 | \$51,215.00 |
| 525 | \$9,800.00 |
| 526 | \$35,862.33 |
| 527 | \$15,468.03 |
| 528 | \$10,236.84 |
| 529 | \$10,400.00 |
| Vesta | \$200,810.40 |
| TOTAL | \$3,687,914.91 |

MISCELLANEOUS PAYMENT RECPT#: 4704551
C. Portia Pierre Virgin Island

Transaction #: 837808

C. Portia Pierre
Recorder of Deeds
St. Croix
Office of the Recorder of Deeds
1131 King Street, Suite 101
St. Croix, VI 00820
(340) 773-6449

Doc#: 2021002181 Pages: 52
Book: 1617 Page: 394
Recorded: 06/22/2021 09:11:50 AM
Type: CONSTRUCTION LIEN
MISC RECORDING FEES: \$77.00
ATTACH FEE: \$27.50

Total Fees: \$104.50

Visa \$104.50
Change: \$0.00

Filed By: ATTY SEMAJ JOHNSON
06/22/2021 09:11:50 AM
Total Documents: 1
Cashier: kphillip

CERTIFICATE AND PROOF OF SERVICE

I HEREBY CERTIFY that on this 21st day of June 2021, I caused a true and correct copy of the foregoing **CONSTRUCTION LIEN** to be personally delivered to and served

on: Lakyla Caneyata at #1 Estate Hope, Ct., VT, 00520,
the business office of **LIMETREE BAY REFINING, LLC AND LIMETREE BAY**
TERMINALS, LLC at 2:20, p.m.

June 21st, 2021

Clarence Browne
CLARENCE BROWNE

JUN 22 2021

RECORDER OF DEEDS-STX



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

JUN 22 2021

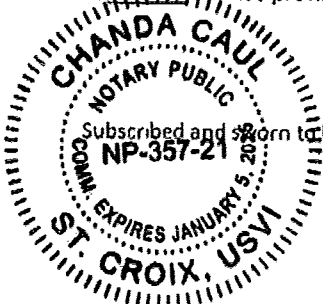
RECORDER OF DEEDS-STX

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: Virgin Islands Industrial Services, LLC. | |
| ADDRESS OF LIEN FILER: # 6002 Estate Diamond Ruby Ste 3-103 Christiansted, VI 00820 | |
| NAME OF PERSON WITH WHOM LIEN FILER HAS A CONSTRUCTION CONTRACT:(please provide evidence of the contract) Limetree Bay Refinery, LLC. | |
| ADDRESS OF THE PROPERTY AGAINST WHICH LIEN IS FILED: #1 Estate Hope Christiansted, VI 00820 | |
| 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 Refinery, LLC and/or Limetree Bay Terminal LLC. | |
| DATE THE CONTRACT COMMENCED: <u>05/01/2016</u> DATE THE LAST SERVICES PERFORMED: <u>04/30/2021</u> | |
| TOTAL VALUE OF THE CONTRACT: <u>\$67,549,238.39</u> HOW MUCH MONEY REMAINS UNPAID: <u>\$4,466,993.76</u> | |
| DESCRIBE MATERIALS FURNISHED OR CONSTRUCTION SERVICES PERFORMED: Industrial Construction, Maintenance and Environmental services, manpower staffing, Industrial Equipment Rental, Provided all Labor Crafts for refinery restart. | |
| 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 <u>05/01/2021</u> <u>MR</u> 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 21 day of June 2021. Please provide proof of service.



Signature of Lien Filer

Signature of Notary Public:

LIMETREE BAY REFINING, LLC

TERM SERVICES AGREEMENT

BETWEEN

LIMETREE BAY REFINING, LLC

AND

VIRGIN ISLANDS INDUSTRIAL SERVICES, LLC

Contract Number: LTR-064

August 18, 2018

JUN 22 2021

RECORDER OF DEEDS-STX

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

TABLE OF CONTENTS

| ARTICLE | Page |
|---|-------------|
| 1. DEFINITIONS..... | 4 |
| 2. THE WORK | 8 |
| 3. COORDINATION OF WORK..... | 9 |
| 4. PROPRIETARY AND CONFIDENTIAL INFORMATION..... | 10 |
| 5. PERSONNEL; INDEPENDENT CONTRACTOR..... | 11 |
| 6. WARRANTIES | 11 |
| 7. OBLIGATIONS OF CONTRACTOR | 12 |
| 8. OBLIGATIONS OF LIMETREE | 15 |
| 9. INDEMNITY AND LIMITATION ON LIABILITY | 15 |
| 10. INSURANCE REQUIREMENTS | 17 |
| 11. COMPENSATION..... | 19 |
| 12. BREACH, TERMINATION OR SUSPENSION OF WORK..... | 20 |
| 13. FORCE MAJEURE..... | 21 |
| 14. AUDIT..... | 22 |
| 15. CONFLICT OF INTEREST..... | 23 |
| 16. SUBCONTRACTS AND DELEGATION | 23 |
| 17. NOTICES..... | 23 |
| 18. GOVERNING LAW; DISPUTE RESOLUTION GENERALLY..... | 24 |
| 19. DISPUTE RESOLUTION PROGRAM (DRP) FOR EMPLOYMENT MATTERS | 25 |
| 20. NON-COLLUSIVE BIDDING | 26 |
| 21. EQUAL OPPORTUNITY..... | 26 |
| 22. REGULATORY REQUIREMENTS | 26 |
| 23. GENERAL..... | 27 |

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**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

LIST OF SCHEDULES

Schedule A: Employment Arbitration Policy

Schedule B: Form of Work Release

- Part 1: Scope of Work
- Part 2: Items to be Furnished by LIMETREE
- Part 3: Compensation and Terms of Payment
- Part 4: Agreement Addenda
- Part 5: Standard Contract Exhibits
- Part 6: Engineering Standards (Optional)
- Part 7: Coordination Procedures (Optional)

Schedule C: Standard Contract Exhibits

Schedule D: Forms of Lien Waivers

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**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

This TERM SERVICES AGREEMENT, dated August 18, 2018 ("**Effective Date**"), is between Limetree Bay Refining, LLC, 1 Estate Hope, Christiansted, St. Croix, VI 00820 ("**LIMETREE**"), and Virgin Islands Industrial Services, LLC #6002 Estate Dimond Ruby, Ste. 3-103, Christiansted, St. Croix, VI 00829 ("**CONTRACTOR**" and together with LIMETREE, the "**Parties**" and, individually, a "**Party**").

EXPLANATORY STATEMENT:

- A. LIMETREE and CONTRACTOR wish to enter into this Agreement so that CONTRACTOR can perform Work for LIMETREE at LIMETREE's Site located at St. Croix, United States Virgin Islands;
- B. LIMETREE is an Affiliate of Limetree Bay Terminals, LLC ("**Limetree Terminals**"). LIMETREE has adopted various policies and procedures of Limetree Terminals, including policies to ensure safe, efficient and harmonious operations at LIMETREE's Site. Any policies provided to CONTRACTOR by LIMETREE which are policies of Limetree Terminals shall be considered the policies of LIMETREE in connection with the Work and this Agreement unless and until LIMETREE provides replacement policies. Limetree Terminals provides LIMETREE general administrative services, and references to LIMETREE departments, personnel and processes in this Agreement mean either LIMETREE or Limetree Terminals as appropriate;
- C. The Work will be described in work assignments entered into under this Agreement (each, a "**Work Release**") and may include providing labor along with services, and this Agreement is not a promise or guarantee, express or implied, that any amount or quality of Work will be offered to CONTRACTOR;
- D. This Agreement is intended to be used as a means to issue various Work Releases by LIMETREE to CONTRACTOR when LIMETREE determines that such a need exists. These work assignments will be conducted in accordance with the terms and conditions of this Agreement. A Work Release shall consist of a work release substantially in the form of **Schedule B** (Form of Work Release), with any necessary attachments or exhibits, signed by the authorized representative of each Party, and **Schedule C** (Standard Contract Exhibits), as modified from time to time by LIMETREE and made available to CONTRACTOR. All references to Schedules in this Agreement are inclusive of all exhibits and attachments thereto, unless noted otherwise. Where there is any inconsistency between a Work Release and the Articles of this Agreement, the provisions of the Work Release will govern; and
- E. CONTRACTOR is willing to perform Work on the terms set out in this Agreement and the applicable Work Releases.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

Unless the context otherwise requires, when the following words and expressions are used in this Agreement, they have the meanings set forth below:

"**AAA**" shall have the meaning set forth in Section 18.2.

"**Affiliate**" of any specified Person shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control

AA

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

with" have correlative meanings. For the avoidance of doubt, Limetree Terminals shall be deemed an Affiliate of LIMETREE for purposes of this Agreement.

"**Agreement**" shall mean the Term Services Agreement, dated the Effective Date, between LIMETREE and CONTRACTOR, including the Articles of this Agreement, the Schedules (including exhibits and attachments thereto), and any document index together with any other documents that are incorporated in this Agreement by reference, as such documents may be amended, modified and/or supplemented from time to time in accordance with the terms of this Agreement.

"**Applicable Law**" shall mean any existing constitution, law, statute, ordinance, order, injunction, administrative and/or judicial order or decree, code, rule, regulation, or Authorization, or any amendments thereto, and any voluntary cleanup program and/or brownfields program of any Governmental Authority (excluding any such legislative, judicial or administrative body or instrumentality acting in any capacity as a lender, guarantor or mortgagee) applicable to a Party or its Affiliate or the subject matter of this Agreement.

"**Authorization**" shall mean any licenses, certificates, permits, orders, approvals, consents, determinations, variances, franchises, and authorizations from any Governmental Authority.

"**Breach**" shall mean each of the events set forth in Section 12.2.1 and any other event specifically identified as a Breach in any other Article or Section of this Agreement.

"**Business Day**" shall mean Monday through Friday, excluding holidays observed in St. Croix, United States Virgin Islands.

"**Claims**" shall mean all claims, causes of action, damages, losses, liabilities, debts, liens, encumbrances, demands, lawsuits, hearings, proceedings, judgments, injunctions, orders, awards, settlements, administrative actions or suits of whatsoever nature or kind or character, including without limitation for indemnification under other Contracts, agreements or arrangements or under arbitration or mediation and all attorneys' fees, costs and/or related expenses incurred in connection with any of the foregoing.

"**CONTRACTOR**" shall have the meaning set forth in the introductory paragraph of this Agreement.

"**Contractor Parties**" shall have the meaning set forth in Section 9.1.

"**Coordination Procedures**" shall mean the coordination procedures developed in accordance with Section 3.1 of this Agreement, as may be incorporated by reference in Part 7 of a Work Release.

"**Costs**" shall have the meaning set forth in Section 9.1.

"**Defect**" shall mean Work determined by LIMETREE to be deficient, defective, or not in conformance with specifications or requirements applicable to the Work.

"**Dispute**" shall have the meaning set forth in Section 18.2.

"**Effective Date**" shall have the meaning set forth in the introductory paragraph of this Agreement.

"**Engineering Standards**" shall mean the engineering standards of LIMETREE, if and as may be incorporated by reference in Part 6 of a Work Release.

"**EPA**" shall mean the United States Environmental Protection Agency.

**LIMETREE BAY REFINING, LLC
AGREEMENT****TERM SERVICES****CONTRACT NO. LTR-064**

"Force Majeure" means an event or cause that is beyond the reasonable control of a Party, including by way of example, but not limited to: (a) acts of God, war, riots, insurrection, rebellion, floods, hurricanes, tornadoes, earthquakes, lightning, epidemics, and other natural calamities; (b) acts or inaction of any Governmental Authority that were not requested, promoted or caused by the affected Party; (c) explosions or fires; (d) strikes, lockouts, or other labor disputes (except as excluded in clause (C) below); (e) delay in the performance of the Work to the extent any such delay is attributable to an act or omission of the other Party, or its employees, officers, agents, or other Persons under such other Party's control and supervision; and (f) a change in Applicable Law, but only to the extent such change delays a Party, as demonstrated by credible evidence, in its performance of its respective obligations under this Agreement (excluding payment obligations). Such acts, events or conditions listed in clauses (a) through (f) above shall only be deemed a Force Majeure to the extent such acts, events or conditions: (i) are beyond the reasonable control of the affected Party; (ii) are not the result of the willful misconduct or negligent act or omission of such Party (or any Person over whom that Party has control); and (iii) could not and cannot reasonably be cured, remedied, avoided, or otherwise overcome by the prompt exercise of reasonable diligence by the affected Party (or any Person over whom that Party has control). For avoidance of doubt, Force Majeure shall not include any of the following: (A) changes in economic fortune or market conditions (e.g., inflation); (B) late delivery or failure of any Work, except due to an event described in (a) through (f) above that meet the conditions in (i) through (iii) above; (C) unavailability of laborers; (D) general weather patterns, tides and seasons, provided that such general weather patterns, tides and seasons do not include floods, hurricanes, tornadoes or lightning; or (E) nonperformance or delay by a subcontractor, unless such nonperformance or delay is otherwise caused by Force Majeure.

"Governmental Authority" shall mean any foreign, federal, territorial, state or local governmental entity, authority or agency, court, tribunal, regulatory commission or other body whether legislative, judicial or executive (or a combination or permutation thereof) having jurisdiction as to the matter in question.

"Guidelines" shall have the meaning set forth in Section 22.1.

"Hazardous Substance" shall have the meaning set forth in 42 U.S.C. 9601, and shall also include petroleum, petroleum products, and crude oil and fractions thereof.

"Incident" shall have the meaning set forth in Section 7.10.

"Indemnified Parties" shall mean (a) LIMETREE, its Affiliates, and its and their members, managers, officers, directors, shareholders, employees, and agents, (b) the Government of the U.S. Virgin Islands, and the HOVENSA Environmental Responses Trust, and their respective members, managers, officers, directors, shareholders, employees, and agents, and (c) Project Navigator, Ltd., not individually but solely in its representative capacity as Environmental Response Trustee of HOVENSA Environmental Responses Trust under the Environmental Response Trust Agreement dated as of February 17, 2016.

"International Standards" shall mean, with respect to any Work, that such Work is performed in accordance with professional practices and standards generally accepted by the international refining and marine terminaling community and that such Work is provided by an experienced and competent professional organization generally recognized by that community as competent in its respective service area.

"Lien" means any lien (including mechanic's, materialmen's or similar statutory lien), mortgage, pledge, encumbrance, charge, security interest, option, right of first refusal, other defect in title or other restriction of any kind or nature.

"LIMETREE" shall have the meaning set forth in the introductory paragraph of this Agreement.

"LIMETREE Furnished Items" shall have the meaning set forth in the applicable Work Release.

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

"LIMETREE's Site" shall mean the real property owned, licensed or leased by LIMETREE or its Affiliates at St. Croix, United States Virgin Islands.

"LIMETREE Standards" shall mean that all Work will be performed (i) in accordance with International Standards, (ii) as would a reasonable and prudent CONTRACTOR in a sound and workmanlike manner, with due diligence and dispatch; (iii) in accordance with sound, workmanlike and prudent practices of the oil and gas storage, refining and marine terminalling industry; and (iv) in compliance with the Policies and all Applicable Law.

"Limetree Terminals" shall have the meaning set forth in the explanatory statement.

"OSHA" shall mean the United States Occupational Safety and Health Administration.

"Party" and "Parties" shall have the meanings set forth in the introductory paragraph of this Agreement.

"Person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, Governmental Authority or other legal entity.

"Policies" shall have the meaning set forth in Section 7.3.

"Project Manager" shall have the meaning set forth in Section 3.1.3.

"Release" shall have the meaning set forth in 42 U.S.C. 9601.

"Release Date" shall have the meaning set forth in the applicable Work Release.

"Refinery" shall mean LIMETREE's refinery located on LIMETREE's Site.

"Repair" shall mean CONTRACTOR's obligation, at its sole cost and expense, to correct, remedy or make good any Defect, including but not limited to providing labor and services required to correct, remedy or make good.

"Representative" shall have the meaning set forth in Section 3.1.4.

"Risk Management Program" shall mean LIMETREE's risk management program required by the EPA under Subpart G of 40 CFR 68.

"Sales Tax" shall have the meaning set forth in Section 14.2.

"Standard Contract Exhibits" shall mean the LIMETREE standard contract exhibits set forth in Schedule C, which are subject to revisions by LIMETREE in its sole discretion in accordance with this Agreement and the applicable Work Release.

"Warranty Period" means the later to occur of (i) the date that is twelve (12) months after completion of start-up of the applicable Unit, or (ii) twenty-four (24) months from the date of LIMETREE's acceptance of the Work with respect to the applicable Unit.

"Unnecessary Response" shall have the meaning set forth in Section 7.6.

"Unit" shall mean the refinery process unit as identified in the applicable Work Release.

"Work" shall mean all work or services to be performed by CONTRACTOR, and materials, supplies and equipment to be provided by CONTRACTOR, pursuant to this Agreement, as described herein and in any Work Releases entered into under this Agreement.

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**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

"Work Release" shall have the meaning set forth in the explanatory statement.

"Worker" shall have the meaning set forth in Section 7.9.2.

2. THE WORK

- 2.1. The Work to be performed by CONTRACTOR under this Agreement is set forth in Part 1 of each Work Release entered into under this Agreement. All parts of the Work reasonably inferred from but not expressly mentioned or included therein are understood to be part of the Work and shall be performed as an obligation of CONTRACTOR under this Agreement.
- 2.2. The materials, equipment and items to be provided by LIMETREE under a Work Release are set forth in Part 2 of each Work Release entered into under this Agreement.
- 2.3. For any work and/or services in addition to the Work that LIMETREE desires CONTRACTOR to perform, to the extent consistent with and complementary to the Work, LIMETREE will advise CONTRACTOR in writing of the extent of the work and/or services required in accordance with change order procedures. If the Work or any portion thereof is unable to be performed due to a failure by CONTRACTOR to obtain any Authorizations (to the extent such Authorizations are identified as required in the applicable Work Release) necessary for the CONTRACTOR to perform the Work, the Work or applicable portion thereof may be suspended or terminated by LIMETREE for convenience in accordance with, and subject to, Section 12.1.
- 2.4. It is the intention of the Parties that this Agreement and all related schedules and documents incorporated by reference interoperate, and that when a question of interpretation arises, precise terms and more stringent performance requirements will control over those that are more general or more lax. If any conflict between terms of the Agreement is discovered, the discovering Party shall notify the other Party promptly after the discovery of such conflict, whereupon both will work in good faith to seek a resolution of such conflict. The documents that form this Agreement are listed below in order of priority, with the document having the highest priority listed first and the document with the lowest priority listed last:
 - (i) Change orders or agreement addenda which expressly modify the terms of a Work Release or written amendments to a Work Release;
 - (ii) Work Releases;
 - (iii) Change orders or agreement addenda which expressly modify the terms of this Agreement or written amendments to this Agreement;
 - (iv) the Articles of this Agreement; and
 - (v) Schedules and other attachments to this Agreement.

In the event of any conflict or inconsistency between a provision in one document and a provision in another document, the document with the higher priority shall control.

- 2.5. Without limiting Section 3.2, the Work will be subject to the inspection and approval of LIMETREE's Representative, whose decision, based upon good practice and procedure in the industry and area, on all questions arising out of the performance of the Work by CONTRACTOR, will be final. LIMETREE's Representative will certify on behalf of

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

LIMETREE to the performance and completion of the Work or a portion thereof, if applicable, in accordance with terms of this Agreement and the applicable Work Release, and such certification shall be a condition precedent to the obligation of LIMETREE to make any payment to CONTRACTOR hereunder. Any such inspection and approval by LIMETREE will not relieve CONTRACTOR of its obligations under this Agreement or any Work Release.

- 2.6. To the extent Work is performed on a basis other than lump sum or fixed price, LIMETREE shall have the right to review and acknowledge CONTRACTOR's time sheets to verify cost coding, hours worked and location. This right does not mean that LIMETREE controls the manner, method or operative detail of the Work being performed by CONTRACTOR.

3. COORDINATION OF WORK

3.1. Administrative Procedures.

3.1.1. The Parties may elect to mutually develop the Coordination Procedures for this Agreement or for a specific Work Release, and, upon the Parties' mutual agreement and implementation of such Coordination Procedures, CONTRACTOR will comply with such procedures in performing the Work. LIMETREE has the right, in its sole discretion, to issue additions to, or revisions of, the Coordination Procedures in writing at any time during the course of the Work.

3.1.2. General Procedures. When CONTRACTOR is required to follow or reference a LIMETREE policy or procedure which was not included with documents provided to it under this Agreement, it shall request those policies and procedures from LIMETREE and it is the responsibility of LIMETREE to provide or otherwise make available the correct policy or procedure in response to CONTRACTOR'S request.

3.1.3. CONTRACTOR shall appoint a project manager who is reasonably acceptable to LIMETREE for each Work Release ("Project Manager"), whom LIMETREE may consult regarding the Work described in such Work Release. The Project Manager shall have the authority to issue instructions, requests and decisions associated with the normal day-to-day operations associated with the Work (and such authorized instructions, requests and decisions shall be binding upon CONTRACTOR), except that the Project Manager shall have no authority to amend or waive any of the terms of this Agreement.

3.1.4. LIMETREE shall appoint a designated representative for each Work Release ("Representative"), whom CONTRACTOR may consult regarding the Work described in such Work Release. The Representative shall have the authority to issue instructions, requests and decisions associated with the normal day-to-day operations associated with the Work (and such authorized instructions, requests and decisions shall be binding upon LIMETREE), except that the Representative shall have no authority to amend or waive any of the terms of this Agreement.

3.2. Progress Review.

3.2.1. LIMETREE shall have the right to review the progress of and inspect CONTRACTOR's Work at any time, and in connection with such review CONTRACTOR shall provide LIMETREE with all information and documents requested by LIMETREE. LIMETREE's failure to review or inspect to

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**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

discover Defects or to object thereto shall not prejudice or operate as a release or waiver of the rights of LIMETREE including the right to inspect or reject at a later time, nor shall it release CONTRACTOR from any of its obligations under this Agreement.

3.2.2. Notwithstanding any specifications or inspections by LIMETREE, CONTRACTOR is responsible for timely inspection of the Work area to ascertain suitability of the area and affected equipment for performance of the Work, and shall immediately advise LIMETREE of any deficiencies therein.

3.2.3. Except for LIMETREE Furnished Items, to which CONTRACTOR's repair obligation shall be limited to the extent CONTRACTOR's negligence causes any damage and shall exclude normal wear and tear, CONTRACTOR shall be solely responsible to inspect, maintain and repair all equipment, appliances, tools and devices used by it in the performance of the Work, whether or not owned or supplied by CONTRACTOR, and shall ensure that all such equipment, appliances, tools and devices are in a safe condition during use or removed from service until put into a safe condition.

3.3. Temporary Facilities / Trailers.

3.3.1. CONTRACTOR shall obtain LIMETREE'S prior written approval for the type, size and location of any temporary buildings, trailers, parking facilities and service storage areas to be erected or used by CONTRACTOR or any of its subcontractors at LIMETREE's Site.

3.3.2. CONTRACTOR shall remove or cause the removal of all of CONTRACTOR's temporary buildings or trailers on completion of the Work unless otherwise instructed in writing by LIMETREE. CONTRACTOR shall return the areas occupied by such temporary buildings or trailers to the same condition as they were in when turned over to CONTRACTOR by LIMETREE.

3.3.3. CONTRACTOR shall ensure that any temporary buildings or trailer maintained by it at LIMETREE's Site is placed and maintained in full compliance with LIMETREE's or its Affiliate's Procedures for Facility Siting of Trailers and Temporary Facilities, as set forth in **Schedule C, Exhibit 28**. A failure by CONTRACTOR to comply with the aforementioned procedures shall be deemed a Breach of this Agreement under Section 12.2. In the case of such Breach the offending trailer or temporary facility will be locked by LIMETREE security, and will not be used until the temporary facility or trailer is either removed or brought into full compliance by the CONTRACTOR. All costs of LIMETREE in conducting any corrective or removal activities will be charged to CONTRACTOR and will be set-off against any current or future payment due to CONTRACTOR. CONTRACTOR shall be solely responsible for any lost work productivity, missed schedules, increased costs, etc. resulting from the closure or removal of non-compliant trailers or temporary facilities.

4. PROPRIETARY AND CONFIDENTIAL INFORMATION

4.1. All drawings, bills of material, written or digital data or documents and other materials produced by CONTRACTOR for the Work shall be the property of LIMETREE or its Affiliates. All information encountered or coming within the knowledge of CONTRACTOR, its Affiliates, and its and their employees, subcontractors, agents and representatives in performing the Work, whether visual or otherwise, will be deemed to be proprietary information and belong solely to LIMETREE and be for LIMETREE's sole

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**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

use and benefit. CONTRACTOR, its Affiliates, and its and their employees, subcontractors, agents and representatives will not divulge to third parties any information obtained in the course of providing services under this Agreement except to the extent necessary to perform the Work. The obligation of CONTRACTOR, its Affiliates, and its and their employees, subcontractors, agents and representatives to hold confidential all information will be continuing and survive termination of this Agreement. All of LIMETREE's confidential materials relating to a Work Release, whether printed or digital, must be returned to LIMETREE or destroyed/permanently deleted upon completion of the Work under such Work Release or earlier termination of any such Work Release. Any additional confidential information provided hereunder must be destroyed or permanently deleted upon termination or expiration of this Agreement.

- 4.2. The confidentiality obligations in Section 4.1 shall not apply to Information which: (1) was known to CONTRACTOR prior to being encountered in connection with this Agreement other than by or due to a breach of confidentiality provisions to LIMETREE, (2) becomes part of the public domain other than by or due to a breach of confidentiality provisions to LIMETREE, (3) is learned by CONTRACTOR from another source without breach of any obligation of confidentiality to LIMETREE, or (4) is required to be disclosed by CONTRACTOR in connection with legal proceedings following reasonable notice to LIMETREE and option to pursue a protective order. Without limiting the foregoing THIS AGREEMENT AND ALL WORK RELEASES ENTERED INTO HEREUNDER AND THE TERMS HEREIN AND THEREIN ARE DEEMED CONFIDENTIAL AND MAY NOT BE DISCLOSED.
- 4.3. Notwithstanding the execution of this Agreement, the Parties agree that certain Confidentiality Agreement dated [] between the Parties shall continue in effect in accordance with the terms and conditions therein.

5. PERSONNEL; INDEPENDENT CONTRACTOR

- 5.1. CONTRACTOR warrants that it shall only employ properly qualified, and where appropriate, properly licensed or certified personnel, to perform the Work.
- 5.2. In performing the Work, CONTRACTOR acknowledges and agrees that it is acting solely as an independent contractor and has the right to hire or discharge employees, designate the classification and hours of work for each of its employees and to supervise and control the manner of performance of the Work. LIMETREE's rights herein are general rights to order work stopped or resumed, to inspect progress or to receive reports, and to prescribe alterations and deviations, but LIMETREE does not have control over the manner and methods chosen by CONTRACTOR to perform the Work.

6. WARRANTIES

- 6.1. CONTRACTOR warrants that upon delivery of the Work to LIMETREE, LIMETREE shall have good title to the Work, free and clear of any Liens, and in addition CONTRACTOR warrants for the Warranty Period that (i) the Work shall be executed by CONTRACTOR in a competent, efficient, safe and workmanlike manner and in accordance with the LIMETREE Standards, (ii) the Work will conform to the specifications in the applicable Work Release and be without Defects, and (ii) any materials, supplies or equipment included as part of the Work, except for any LIMETREE Furnished Items or materials, equipment and items provided by third parties, shall be new (unless agreed otherwise in a Work Release), free from Defects, and in compliance with any specifications set forth for the Work. CONTRACTOR further acknowledges that time is of the essence as to performance of the Work. CONTRACTOR shall immediately Repair any Defects and any damage caused to other LIMETREE property or materials by the Defects or Repair thereof.

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

- 6.2. CONTRACTOR acknowledges that Repairs and other warranty related Work must be coordinated with the ongoing operations of LIMETREE and Limetree Terminals and performed in a manner so as not to unreasonably interfere with the normal operations of LIMETREE and Limetree Terminals.
- 6.3. The warranties in this Agreement and the Work Releases are the exclusive warranties made by CONTRACTOR applicable to the Work and are in lieu of any other warranties, express or implied.
- 7. OBLIGATIONS OF CONTRACTOR**
- 7.1. The Work shall be executed as expeditiously as possible, in accordance with the Work schedule set forth in a Work Release.
- 7.2. On-Site Activities. CONTRACTOR, its representatives, and its and their investigators, subcontractors, agents or employees, may not conduct any survey or investigation on LIMETREE's Site (whether of LIMETREE's, CONTRACTOR's or another contractor's physical property, equipment, systems, documentation or personnel) that is not strictly within the scope of the Work without LIMETREE's prior written consent, which may be withheld or conditioned in LIMETREE's sole discretion. No visitors are permitted to access LIMETREE's Site without LIMETREE's prior written permission.
- 7.3. Workplace Conduct. CONTRACTOR shall ensure that all personnel employed or contracted by it and its subcontractors (if allowed under this Agreement) on LIMETREE's Site comply with LIMETREE's workplace safety, environmental, security and workplace conduct policies, rules and procedures ("Policies"). To ensure the safety of all those at the LIMETREE's Site, CONTRACTOR shall establish and enforce Policies that are no less stringent or protective than LIMETREE's policies, which include, but are not limited to, policies, rules and procedures previously promulgated by Limetree Terminals and HOVENSA L.L.C. which have been adopted by LIMETREE, including LIMETREE's Standard Contract Exhibits. Any violation of or non-compliance with LIMETREE's Policies, will be a Breach of this Agreement. To the extent applicable, CONTRACTOR agrees that such Policies are incorporated as applicable into this Agreement and that CONTRACTOR is obligated to comply with such Policies. CONTRACTOR further agrees that from time to time LIMETREE may provide or otherwise make available to CONTRACTOR new Policies or amendments to existing Policies and that CONTRACTOR shall, from the 5th day after receipt of such new Policies or amendments to Policies, comply with such new Policies and/or amendments to existing Policies.
- 7.4. Staffing for the Work. To ensure safe and adequate performance of the Work, CONTRACTOR shall: (i) administer pre-employment drug screening tests and random and "for cause" post hiring drug screening tests to each person who will be performing Work as an employee or agent of CONTRACTOR on LIMETREE's Site as per minimum guidelines set forth in LIMETREE's Standard Contract Exhibits; (ii) administer preplacement medical examinations by a licensed physician to ensure prospective workers are fit for the proposed duties; and (iii) administer appropriate and validated preemployment skills assessment to all prospective skilled craft applicants to ensure that employees are properly classified according to their job skills and competent to perform the job functions as may be required. The program used for any particular assessment or test shall be substantially similar to a nationally recognized program used for such assessment or test; for example programs approved by National Center for Construction Education & Research (NCCER) or Associated Builders and Contractors (ABC). The program may be reviewed by LIMETREE for confirmation of appropriate employee-skill classification.
- 7.5. Liens. CONTRACTOR does hereby release all rights of Lien, and shall indemnify, defend and hold LIMETREE and each of the other Indemnified Parties harmless against, any

0470

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

Claims related to the attachment of Liens where CONTRACTOR has failed to pay a vendor or subcontractor.

- 7.6. Fire Call Response. If the Limetree Terminals Fire Department responds to an alarm which, in LIMETREE's sole judgment, was necessitated as a result of CONTRACTOR's or any of its subcontractors' (if allowed under this Agreement) negligence in the performance of the Work (an "**Unnecessary Response**"), CONTRACTOR shall pay LIMETREE an amount of \$25,000 for each Unnecessary Response so incurred as liquidated damages. The Parties acknowledge and agree that, because of the unique nature of the economic damages and losses that would be sustained by LIMETREE in connection with any Unnecessary Response, it would be impracticable or extremely difficult to fix the actual damages to LIMETREE as the non-breaching Party resulting therefrom, and such sums payable described immediately above are stipulated by the Parties to be in the nature of liquidated damages and not a penalty and are acknowledged and agreed to be fair, reasonable, and appropriate. Without limiting the foregoing, CONTRACTOR shall be deemed to be in Breach of this Agreement if in the sole opinion of LIMETREE, CONTRACTOR causes an excessive number of Unnecessary Responses.
- 7.7. Hazardous Substances. If CONTRACTOR handles any Hazardous Substances during performance of the Work it shall handle, store and dispose of such Hazardous Substances safely and in accordance with the Policies and Applicable Law. CONTRACTOR shall be responsible for the cleanup, handling and disposal of any Release that it causes in its performance of the Work or that is associated with equipment under its control.
- 7.8. In the performance of the Work, CONTRACTOR shall, to the fullest extent practicable and consistent with Applicable Law, employ and promote qualified Virgin Islands residents for positions at all levels within CONTRACTOR's organization, regardless of age, race, creed, color, sex, national origin or ancestry. CONTRACTOR shall comply with all Applicable Laws requiring registration of job vacancies with the Virgin Islands Department of Labor. CONTRACTOR will cooperate with LIMETREE in complying with residency requirements that apply to LIMETREE, CONTRACTOR or to Work at the LIMETREE's Site, in such manner as may be reasonably required by LIMETREE.
- 7.9. Compliance with Applicable Laws.
- 7.9.1. CONTRACTOR shall comply with all Applicable Laws, including but not limited to United States EPA and Virgin Islands Department of Planning and Natural Resources environmental rules, OSHA and other worker safety/ industrial hygiene laws and rules. LIMETREE shall not be liable for, and CONTRACTOR shall defend, indemnify and hold the Indemnified Parties harmless against any Claims arising out of or related to any violation by CONTRACTOR of any Applicable Law.
- 7.9.2. CONTRACTOR'S employees, agents, subcontractors and other individuals working under the direction of CONTRACTOR (for the purposes of this Section 7.9.2, each a "**Worker**") must obtain and possess a valid federal Transportation Worker Identification Credential card in order to access any area of LIMETREE's Site. This requirement is in addition to CONTRACTOR and all Workers satisfying all other LIMETREE's Site access requirements. CONTRACTOR will defend and indemnify LIMETREE against any Claims arising in connection with the failure of CONTRACTOR or any Worker to comply with any Applicable Law related to the Transportation Worker Identification Credential.

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

- 7.10. Incident Reporting. CONTRACTOR shall give LIMETREE immediate notice of any accident, event or incident ("Incident"): (i) that involves actual or potential personal injury, illness or death, property damage, discharge of pollutants, exposure to Hazardous Substances, or adverse impacts to the community; and (ii) that (a) occurs during the Work, (b) occurs during activities conducted in support of the Work (e.g., travel to/from/for Work; Work related training sessions, Work related administrative activities), or (c) occurs on LIMETREE's Site.
- 7.10.1. LIMETREE maintains policies and procedures applicable to Incident investigation and reporting. These policies and procedures are intended to ensure that Incidents are correctly and fully investigated so that further Incidents can be avoided.
- 7.10.2. CONTRACTOR shall investigate any Incident following procedures substantially similar to LIMETREE's procedures, and provide LIMETREE a written report of the Incident as soon as possible after the occurrence.
- 7.11. Coordinate and Cooperate. CONTRACTOR shall coordinate its activities with LIMETREE and cooperate with LIMETREE so that LIMETREE may carry out safe, efficient and consistent LIMETREE's Site operations.
- 7.12. Assessments.
- 7.12.1. CONTRACTOR shall pay all U.S. federal, state, territorial and locally imposed contributions, assessments and taxes which are based upon the wages or other remuneration paid to CONTRACTOR or persons employed by CONTRACTOR, including payroll taxes, contributions for unemployment insurance, disability insurance, old age and survivor's insurance or annuities, and all taxes required under the Social Security Act, Internal Revenue Code and the Unemployment Compensation Acts of the states and territories in which CONTRACTOR performs the Work.
- 7.12.2. If required by Applicable Law, CONTRACTOR shall qualify as a foreign entity doing business in the Virgin Islands, obtain a business license authorizing CONTRACTOR to do business in St. Croix, pay its Virgin Islands tax liability, register with and contribute to the Virgin Islands Worker's Compensation Fund, and pay unemployment taxes to the Virgin Islands Employment Security Agency.

The laws of the Virgin Islands require LIMETREE to withhold from any contractor that is a foreign (non-USVI and non-US) corporation, other foreign business entity or nonresident alien individual (an individual who is not a US citizen and not a US or USVI resident), an income tax from all payments made by LIMETREE for work performed by CONTRACTOR in the USVI. The rate of this withholding tax for such corporations and other business entities is 11% and for individuals 10%. Payments made for independent contractor services performed outside the USVI are not subject to withholding in the Virgin Islands (but may be subject to US withholding at applicable US tax rates if income therefrom constitutes US source income). Unless LIMETREE has on file a copy of CONTRACTOR's USVI business license and either a VI Form W-8ECI or US Form W-8, as satisfactory proof that the CONTRACTOR is exempt from the income tax withholding for payments otherwise subject to withholding, LIMETREE will withhold and pay the requisite amounts to the USVI Bureau of Internal Revenue.

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

8. OBLIGATIONS OF LIMETREE

- 8.1. LIMETREE shall perform those obligations required of it pursuant to this Agreement and any Work Releases, including, without limitation, (i) making the LIMETREE's Site available at the times and in the manner necessary for CONTRACTOR to perform the Work, (ii) providing such area(s) at LIMETREE's Site necessary for temporary buildings, trailers, parking facilities and service storage areas to be erected or used by CONTRACTOR that are approved pursuant to Section 3.3.1; and (iii) securing such permanent real property rights reasonably necessary to allow CONTRACTOR to perform the Work, including, but not limited to, the provision of all necessary ingress and regress.
- 8.2. LIMETREE shall submit applications for, obtain and maintain, at its expense, all Authorizations necessary for the performance and undertaking of the Work, except to the extent specifically required herein or by Applicable Law to be secured and maintained by CONTRACTOR; provided that CONTRACTOR is required to comply with its internal work permit process.
- 8.3. Unless otherwise provided for in a Work Release, LIMETREE shall be solely responsible for securing access to water, electricity and power necessary for CONTRACTOR to complete the Work.
- 8.4. LIMETREE shall provide, at its expense, all LIMETREE Furnished Items at the time, and in the manner, required by CONTRACTOR, as provided in the applicable Work Release.

9. INDEMNITY AND LIMITATION ON LIABILITY

- 9.1. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR IS LIABLE FOR, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST:

(i) ANY AND ALL CLAIMS; AND

(ii) ANY AND ALL COSTS AND EXPENSES OF EVERY KIND AND CHARACTER, INCLUDING WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEYS' FEES AND INVESTIGATIVE COSTS, AND COSTS AND EXPENSES RELATED TO ARBITRATION, MEDIATION, LITIGATION, DEFENSE AND SETTLEMENT (COLLECTIVELY, "**COSTS**"),

TO THE EXTENT THAT ANY SUCH CLAIMS AND COSTS ARISES FROM (i) THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR OR CONTRACTOR'S SUBSIDIARIES OR AFFILIATES, OR THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS OR OTHER REPRESENTATIVES OF EACH SUCH PERSON (THE "**CONTRACTOR PARTIES**"); (ii) ANY BREACH OF THIS AGREEMENT BY THE CONTRACTOR PARTIES; (iii) ANY FAILURE OF THE CONTRACTOR PARTIES TO COMPLY WITH APPLICABLE LAWS, INCLUDING ANY WRONGFUL ACT WITH RESPECT TO EMPLOYMENT RELATED CLAIMS; OR (iv) ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE NAME OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY WITH RESPECT TO SYSTEMS, SOFTWARE OR OTHER TECHNOLOGY UTILIZED BY CONTRACTOR WITH RESPECT TO THE WORK.

- 9.2. TO THE EXTENT THAT ANY SUCH CLAIMS AND COSTS UNDER SECTION 9.1 ARISE FROM (A) THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES OR ANY BREACH OF THIS AGREEMENT BY THE INDEMNIFIED PARTIES AND (B) THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR PARTIES OR ANY BREACH OF

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**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

THIS AGREEMENT BY THE CONTRACTOR PARTIES, CONTRACTOR SHALL NOT BE OBLIGATED TO INDEMNIFY THE INDEMNIFIED PARTIES TO THE EXTENT THAT SUCH LIABILITY WAS CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. IN ALL SITUATIONS IN WHICH THE INDEMNITY OBLIGATION SET FORTH IN SECTION 9.1 MAY POTENTIALLY APPLY, CONTRACTOR SHALL INITIALLY DEFEND THE INDEMNIFIED PARTIES UNTIL AND UNLESS IT IS FINALLY DETERMINED IN A COURT PROCEEDING OR ARBITRATION THAT INDEMNIFIED PARTIES ARE PARTIALLY AT FAULT. OF FAULT. CONTRACTOR SHALL NOT BE RESPONSIBLE TO INDEMNIFY THE INDEMNIFIED PARTIES FOR DAMAGES DIRECTLY ASSESSED AGAINST THE INDEMNIFIED PARTIES FOR THEIR OWN NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9.3. Indemnification Procedures.

(i) Notice of Indemnity Claim. LIMETREE shall notify CONTRACTOR as soon as practicable after receiving notice of any third party claim (a "Third Party Claim") for which there is an indemnification obligation hereunder, and shall furnish to CONTRACTOR the details of such Third Party Claim within its knowledge. Any delay or failure by LIMETREE to give notice to CONTRACTOR shall not relieve CONTRACTOR of its obligations except to the extent, if any, that CONTRACTOR is materially prejudiced by reason of such delay or failure.

(ii) Defense of Indemnity Claim. LIMETREE shall have the right to select counsel of its choosing with the consent of CONTRACTOR and shall control the defense. CONTRACTOR shall pay all fees and expenses associated with the defense of LIMETREE in any Third Party Claim. If requested by LIMETREE, CONTRACTOR shall reasonably cooperate with LIMETREE and its counsel in contesting any Third Party Claim including, if appropriate, making any counterclaim or cross-complaint and the consideration of any settlement of the matter. All costs and expenses incurred in connection with CONTRACTOR'S cooperation shall be borne by CONTRACTOR.

9.4. 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 FOR THIRD PARTY CLAIMS FOR WHICH THERE IS AN INDEMNIFICATION OBLIGATION HEREUNDER AND UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, EACH PARTY'S LIABILITY FOR DAMAGES IS LIMITED TO DIRECT, ACTUAL DAMAGES ONLY WHETHER SUCH CLAIM IS IN TORT, CONTRACT OR OTHERWISE, OF ANY KIND, UNDER THIS AGREEMENT, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIFIC PERFORMANCE, OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES.

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

10. INSURANCE REQUIREMENTS

- 10.1. In addition to CONTRACTOR's obligations of indemnification hereunder, CONTRACTOR shall, at its sole cost and expense, maintain and require its subcontractors to maintain, insurance coverage required in this Article 10 in form and with insurance companies (i) having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "IX" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, or (ii) is otherwise satisfactory to LIMETREE, and is authorized to do business in the U.S. Virgin Islands, except that, in the case of Worker's Compensation insurance, CONTRACTOR shall procure Insurance coverage from the U.S. Virgin Islands government insurance fund, before the commencement of any Work and, (x) during the performance of the Work, and (y) with respect to any coverage maintain in a "claims-made" policy, for two (2) years following the completion of the Work, provided that if a "claims-made" policy is maintained, the retroactive date must precede the commencement date of the applicable Work.
- 10.2. Minimum Policy Limits. The insurance coverage required of CONTRACTOR, and CONTRACTOR's subcontractors, includes the following:
- 10.2.1. Worker's Compensation insurance covering CONTRACTOR's obligations under all Applicable Laws.
- 10.2.2. Longshoremen's and Harbor Worker's coverage in accordance with the United States Longshore and Harbor Workers Compensation Act and the Jones Act, if applicable.
- 10.2.3. General Liability insurance, including Employer's Liability (including Occupational Disease) insurance, premises/operations, explosion, collapse and underground hazards, broad form contractual liability, products/completed operations, independent contractors, broad form property damage and bodily injury coverage, with limits of not less than \$1,000,000 per occurrence. \$1,000,000 disease limit per , combined single limit bodily injury, sickness or death and loss of or damage to property, and \$2,000,000 policy aggregate and \$2,000,000 products completed operations aggregate limit (which includes pollution liability coverage for products). Subject to the terms of the policy, coverage shall include premises, operations, blanket contractual liability, independent contractors, products and completed operations and personal injury coverages. The policy shall contain no exclusion for punitive or exemplary damages unless excluded by Applicable Law.
- 10.2.4. [Contractors Pollution Liability or an equivalent coverage part within the General Liability policy, including coverage for cleanup costs, natural resources damages, contractual liability coverage, and coverage for claims arising from owned and non-owned disposal sites utilized in the performance of this contract, with limits of not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate
- 10.2.5. Automobile Liability insurance, with limits of not less than \$1,000,000 per occurrence combined single limit bodily injury or death and loss of or damage to property. The automobile insurance shall apply to all owned and non-owned vehicles used by CONTRACTOR.
- 10.2.6. Employment Practices Liability insurance with limits of not less than \$1,000,000 per occurrence.

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

- 10.2.7. Errors and Omissions insurance with limits of not less than \$5,000,000 per occurrence and in the aggregated.
- 10.2.8. Excess (or umbrella) liability insurance over that required in Sections 10.2.1-10.2.6 above with minimum limits of [\$10,000,000], and specifically including contractual liability.
- 10.2.9. Any additional insurance coverage and/or bonds required by Applicable Law.
- 10.3. Prior to the commencement of any Work, CONTRACTOR shall furnish to LIMETREE sufficient certificates of insurance demonstrating the insurance (including any necessary endorsements) required to be maintained by CONTRACTOR and its subcontractors under this Agreement is in full force and effect, which certificates shall provide that the insurance shall not be cancelled until at least thirty (30) days' prior written notice is given to LIMETREE. CONTRACTOR shall promptly notify LIMETREE in writing of any changes to any insurance policies which adversely affect LIMETREE or any of the other Indemnified Parties. All policies of insurance purchased by CONTRACTOR and any subcontractor shall (i) be primary to, and non-contributory with, any other insurance or self-insurance available to any of the Indemnified Parties, (ii) provide for waiver of rights of subrogation against the Indemnified Parties and any third party designated by LIMETREE (unless prohibited by Applicable Law), and (iii) (except for workers compensation coverage) shall name the Indemnified Parties and LIMETREE's Representative as additional insureds. The additional insured coverage limits afforded the Indemnified Parties and LIMETREE's Representative shall be in the amount of the full limits of the relevant policies, irrespective of the required minimum limits set forth in this Agreement. Insurance certificates must be identified with the contract number applicable to this Agreement and the applicable policy endorsements conferring such additional insured status. CONTRACTOR's obligation to obtain such insurance coverage is separate and distinct from other obligations assumed by CONTRACTOR under this Agreement, and CONTRACTOR's compliance with the insurance requirements set forth herein and the limits of insurance shall in no way modify or limit CONTRACTOR's indemnification obligations under this Agreement. Any and all deductibles in the insurance policies described in this Article 10 shall be assumed by, for the account of and at CONTRACTOR's sole risk.
- 10.4. CONTRACTOR shall provide LIMETREE immediate notice of (i) any event occurring on or regarding LIMETREE's Site or LIMETREE's or its Affiliates' property or the Work that is reportable to CONTRACTOR's insurance carrier, and (ii) of any claim that has been made to CONTRACTOR's insurers(s) regarding LIMETREE's Site or LIMETREE's or its affiliates property or the Work, and shall furnish LIMETREE a written report of any such event or claim within three (3) days of its occurrence.
- 10.5. CONTRACTOR shall provide LIMETREE ten (10) Business Days' notice of any site visit or site audit at LIMETREE's Site required by CONTRACTOR's insurance representative, including a specific statement of the purpose of the visit/audit, the scope of access required, and the estimated length of time the visit / audit will require. All site visits/audits will be conducted without interruption to Site operations and follow standard LIMETREE safety and security protocols.
- 10.6. LIMETREE may place other insurance for CONTRACTOR, at LIMETREE's own cost and expense and at LIMETREE's sole discretion. CONTRACTOR shall cooperate with LIMETREE and LIMETREE's insurance representatives in placement of these coverages and, if requested by LIMETREE, coordinate placement of these insurances with the insurances arranged by CONTRACTOR.

HA

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

11. COMPENSATION

- 11.1. LIMETREE shall compensate CONTRACTOR for the Work as set forth in Part 3 of each Work Release. In addition, the Parties shall work together to establish a program for key performance indicators (KPIs) and a fee at risk/incentive program, as more fully set forth in the applicable Work Release.
- 11.2. LIMETREE may set off against any amount owed to CONTRACTOR under this Agreement such amount as is necessary in LIMETREE's sole judgment to cure any Breach by CONTRACTOR of this Agreement or any obligations arising under this Agreement, provided, however that LIMETREE shall be under no obligation to exercise its right of draw or set off in order to cure a Breach by CONTRACTOR.
- 11.3. Invoices shall be prepared and submitted on a monthly basis, unless otherwise provided in a Work Release. All invoices for payment must be presented in duplicate, identified by the Agreement number and the Work Release number furnished for the Work that is assigned. All invoices must also include the date and description of the Work being invoiced and detail of charges (including number of CONTRACTOR's employees on the job, hours worked and materials and/or equipment used). All invoices, with supporting documentation (which may, if requested by LIMETREE, include an interim Lien waiver and shall, in the case of the final invoice with respect to a Work Release, include a final Lien waiver, each substantially in the form of **Schedule D** and in substance satisfactory to LIMETREE) and timekeeping records, must be submitted through LIMETREE's or its Affiliate's designated electronic invoice management system(s), unless otherwise directed by LIMETREE.
- 11.4. Acceptance of payment by CONTRACTOR will operate as a waiver by CONTRACTOR of all Claims and liabilities of LIMETREE to CONTRACTOR for the Work or for any act of negligence of LIMETREE relating to or affecting the Work.
- 11.5. CONTRACTOR acknowledges its obligation to promptly submit invoices to LIMETREE and that LIMETREE relies on timely invoicing to conduct its business and operations. Therefore, CONTRACTOR expressly agrees that, (i) time is of the essence in regard to the submittal of invoices, and (ii) all invoices for the Work shall be submitted for payment within sixty (60) days following completion of Work covered by such invoice. Invoices not timely submitted shall not be paid and CONTRACTOR shall waive and forego its rights to payment for or collection of any charges, costs or fees for the Work that are not timely invoiced.
- 11.6. In the event of a good faith disagreement or dispute concerning any statement or invoice issued pursuant hereto, LIMETREE shall make payment of the total undisputed amount owing and LIMETREE shall have the right to withhold the full disputed amount. LIMETREE shall promptly notify CONTRACTOR in writing of such dispute and the basis for such dispute and the Parties shall mutual cooperate to resolve any such dispute expeditiously. In addition, LIMETREE may withhold payment to such extent as may be reasonably necessary to protect LIMETREE from loss due to: (i) defective Work not remedied in accordance with this Agreement or any Work Release; (ii) Liens on all or a portion of LIMETREE's Site, LIMETREE's property (including the Refinery) or the Work, which are filed by any subcontractor or any other Person acting through or under any of them (provided that LIMETREE has made payment to CONTRACTOR of all undisputed amounts in accordance with the terms of this Agreement); (iii) any Breach, or other material breach by CONTRACTOR of any term or provision of this Agreement or a Work Release; (iv) the assessment of any fines or penalties against LIMETREE as a result of CONTRACTOR's failure to comply with Applicable Law; or (v) amounts paid by LIMETREE to CONTRACTOR in a preceding month incorrectly or for which there was insufficient or inaccurate supporting information.

HA

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

- 11.7. If any other amount is due from one Party to the other hereunder, and if provision for the invoicing of that amount due is not made elsewhere in this Agreement, then the Party to whom such amount is due shall furnish a statement therefore to the other Party, along with pertinent information showing the basis for the calculation thereof. Upon request, the Party who issued a statement under this Section 11.7 shall provide reasonable supporting documentation to substantiate any amount claimed to be due.

12. BREACH, TERMINATION OR SUSPENSION OF WORK

- 12.1. Termination for Convenience. LIMETREE shall have the right to terminate or suspend this Agreement or any Work Release or a portion thereof, at any time and for any reason, with or without cause, on twenty-four (24) hours' written notice to CONTRACTOR. If there is such a termination by LIMETREE and any Work Releases are then outstanding, LIMETREE shall compensate CONTRACTOR in accordance with Part 3 of the applicable Work Release based on the percentage of the Work completed up to the date of termination and for the reasonable costs incurred during the period required by LIMETREE for the orderly cessation of the Work and demobilization. This Agreement shall remain in effect to the extent that any Work Release is effective, solely with respect to such Work Release.

12.2. Termination for Breach.

12.2.1. Breach. The occurrence of any of the following events constitutes a Breach of this Agreement and the applicable Work Release:

- (i) Failure to proceed with or complete the Work in accordance with this Agreement or the applicable Work Release;
- (ii) LIMETREE's reasonable grounds to believe that CONTRACTOR is or may become bankrupt, insolvent or unable to pay its debts as they become due;
- (iii) Breach of any warranty or representation made by CONTRACTOR in this Agreement or the applicable Work Release;
- (iv) Breach of the confidentiality obligations set forth in Article 4 by CONTRACTOR;
- (v) CONTRACTOR causes excessive number of Unnecessary Responses as set forth in Section 7.6;
- (vi) Failure to comply with any provision of this Agreement or any Work Release, which failure LIMETREE, in its reasonable judgment, deems to be material, including but not limited to failure to comply with any Applicable Law, failure to comply with workplace conduct or workplace safety policies, failure to comply with the provisions of Section 18.2.3, and failure to maintain required insurance;
- (vii) Failure by CONTRACTOR to promptly comply with any indemnification, insurance and/or defense obligations owed to any of the Indemnified Parties under the terms of this Agreement or the applicable Work Release; or
- (viii) Any other event or failure constituting a Breach pursuant to this Agreement or any Work Release.

AAH

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

In order to assert a Breach of this Agreement or any Work Release, LIMETREE shall provide CONTRACTOR with a written notice reasonably identifying a Breach as defined in this Section 12.2. If CONTRACTOR fails to remedy such Breach within ten (10) days of receipt of written notice, or such longer period as the Parties agree if the CONTRACTOR is taking prompt action to remedy the Breach, then the remedies in this Article 12 shall apply; provided that the notice and cure periods provided for herein shall not apply to any breach under Section 12.2.1(ii).

12.2.2. If there is an unremedied Breach of this Agreement or the applicable Work Release, LIMETREE, in its sole discretion, shall have the right to (a) terminate or suspend this Agreement and/or the applicable Work Release (or a portion thereof), and/or (b) invoke such other legal remedies as may be available to LIMETREE at law or in equity.

12.2.3. Upon the occurrence of unremedied Breach set forth above or elsewhere in this Agreement or any Work Release, CONTRACTOR shall not be entitled to any further payment until such Breach is remedied to the reasonable satisfaction of LIMETREE, whereupon CONTRACTOR will then be paid for Work properly performed by CONTRACTOR less all damages, losses and additional expenses and costs incurred or suffered by LIMETREE as a result of the Breach. If the damages, losses, expenses and costs in aggregate exceed the amount due CONTRACTOR under this Agreement, the exceeding amount shall be paid to LIMETREE by CONTRACTOR within five (5) Business Days of receipt of invoice therefor. Any disputes regarding Breach or damages will be resolved as provided in Article 18, but shall not affect LIMETREE's right of set-off during such period as dispute resolution is ongoing. Any remedy afforded to LIMETREE either under this Agreement or as a matter of law will not be deemed to be exclusive or limit any other rights of or remedies available to LIMETREE. LIMETREE shall not be responsible to CONTRACTOR, its agents or subcontractors for any costs or fees of CONTRACTOR arising from a termination or suspension caused by CONTRACTOR's Breach.

12.2.4. Any termination or suspension of this Agreement or any Work Release shall not affect the warranty, secrecy, confidentiality, indemnification or other similar obligations under this Agreement or the applicable Work Release, all of which shall survive the termination hereof and thereof.

13. FORCE MAJEURE

13.1. Event of Force Majeure. If the commencement, prosecution or completion of the Work or any other obligations of either Party hereunder is delayed by an event of Force Majeure, then the affected Party shall be entitled to an extension of the schedule associated with the performance of such Work or obligation, or as otherwise set forth in the applicable Work Release. CONTRACTOR and LIMETREE shall use their respective reasonable commercial efforts to minimize the delay caused by the Force Majeure event. CONTRACTOR's sole relief for a Force Majeure delay shall be an extension to the schedule. Any adjustment to the schedules shall be recorded in a change order.

13.2. Notice. If a Party claims there is an occurrence of an event of Force Majeure, such affected Party shall notify the other Party of the nature and cause of the event in writing within a reasonable time, given the circumstances, after such Party becomes aware through the exercise of reasonable diligence, of the Force Majeure event.

13.3. Termination Due to Force Majeure.

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

(a) During any outage period for the Refinery following its restart, if any condition of Force Majeure delays CONTRACTOR's performance of any material portion of the Work under any Work Release for a time period in excess of two (2) consecutive days, LIMETREE shall, have the right to, in its sole discretion, terminate the applicable Work Release, or any portion thereof, by providing written notice to CONTRACTOR.

(b) During any period other than an outage of the Refinery prior to its restart, if any condition of Force Majeure delays CONTRACTOR's performance of any material portion of the Work for a period of time in excess of ninety (90) days, LIMETREE shall, in its sole discretion, have the right to terminate any Work Release, or any portion thereof, by providing written notice to CONTRACTOR.

14. AUDIT

- 14.1. Upon providing reasonable written notice to CONTRACTOR, LIMETREE and its representatives shall have the right and access at all reasonable times to examine, copy and audit (i) all technical documentation, (ii) books and records related to all charges claimed by CONTRACTOR for any Work performed pursuant to this Agreement or any Work Release, and (iii) any documents relating to safety, security, quality or compliance with Applicable Law solely to the extent related to this Agreement or any Work Release, including documents related to CONTRACTOR's safety and environmental program, safety and health training records, OSHA recordkeeping forms, any incident report or first report of injuries form and any industrial hygiene monitoring test results, if applicable. CONTRACTOR shall cooperate with LIMETREE or its representatives in carrying out the audit or audits hereunder.
- 14.2. CONTRACTOR shall provide to LIMETREE all information and data LIMETREE may from time to time reasonably request and otherwise fully cooperate with LIMETREE in connection with the reporting of: (i) any Sales Taxes payable with respect to the Work; and (ii) any assessment, refund claim or proceeding relating to any taxes payable with respect to the Work. CONTRACTOR shall retain copies of all documentation relating to the Work or the payment of Sales Taxes, if any, for a period of not less than seven (7) years. For purposes hereof, "Sales Tax" means any sales, use, gross receipt or similar tax imposed by any Governmental Authority on CONTRACTOR or LIMETREE with respect to the Work.
- 14.3. CONTRACTOR shall bear its own reasonable out of pocket costs and expense incurred by it in assisting LIMETREE or its representatives with audits performed pursuant to this Article 14. Any restrictions hereunder to the audit rights of LIMETREE shall not control over any rights LIMETREE may have under Applicable Laws in discovery in any litigation or arbitration arising out of this Agreement.
- 14.4. CONTRACTOR's obligations under this Article 14 shall survive the termination, cancellation or expiration of this Agreement or any Work Release for any reason and shall last so long as is necessary under Applicable Law to resolve any and all matters regarding any taxes attributable to the Work.
- 14.5. Notwithstanding anything to the contrary as may be contained in this Agreement, no such audit rights shall extend to any fixed-prices, unit rates, composition or breakdown of any agreed-upon rates or multipliers, corporate records, calculation of fees, lump sum bids or proposals, standard rates, or other costs expressed in terms of percentages of other costs. Each Party shall bear its own costs of any such audit. Both parties shall likewise agree as to any audit findings.

11/1

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

15. CONFLICT OF INTEREST

CONTRACTOR acknowledges that LIMETREE has issued a policy relating to conflicts of interest between LIMETREE and its employees. In order to ensure compliance with this policy, CONTRACTOR shall not, before, during or after performance of the Work, make, offer, provide or agree to make, offer or provide any payment, gift, fee, discount, commission, percentage, loan, service, entertainment, substantial favor or anything of value to (i) any employee, agent or representative of LIMETREE or its Affiliates, (ii) any member of their immediate families, or (iii) anyone claiming to act or acting for or in behalf of any such Person, nor will CONTRACTOR permit any Person described in (i), (ii) or (iii) above, to have any financial or economic interest in CONTRACTOR or any Affiliate of CONTRACTOR. If CONTRACTOR is requested to make or provide any payment, gift, fee, discount, commission, percentage, loan, service, entertainment, substantial favor or anything of value, by any Person described in (i), (ii) or (iii) above, CONTRACTOR will report the request immediately to LIMETREE in the manner provided for the giving of notice under this Agreement. The failure by CONTRACTOR to adhere strictly to the provisions of this Article 15 shall be deemed by CONTRACTOR and LIMETREE to be a substantial and material Breach of this Agreement and at LIMETREE's sole option will be grounds for immediate suspension or termination, by reason of Breach, of this Agreement. All subcontracts in connection with performance of the Work shall contain provisions in substantially the same form and substance as this Article 15 binding the subcontractors to the same obligations hereunder as CONTRACTOR.

16. SUBCONTRACTS AND DELEGATION

CONTRACTOR shall not subcontract or delegate any of its obligations under this Agreement or any Work Release without the prior written consent of LIMETREE, which may be withheld or conditioned in LIMETREE's sole discretion. LIMETREE's approval of any subcontract shall not relieve CONTRACTOR of any of its obligations under this Agreement or any Work Release.

17. NOTICES

17.1. All notices will be sent by electronic mail or facsimile (in each case, with read receipt required), certified mail (with return receipt requested), recognized overnight carrier or hand delivery.

17.2. All notices and communications required to be given CONTRACTOR shall be in duplicate, the original addressed to:

[Note: CONTRACTOR TO ADVISE.]

17.3. All commercial and legal notices and communications required to be given to LIMETREE will be addressed to:

CONTRACTS MANAGER
1 Estate Hope
Christiansted, U.S. Virgin Islands 00820-5652

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

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

18. GOVERNING LAW; DISPUTE RESOLUTION GENERALLY

18.1. **Governing Law.** This Agreement shall be governed by and construed and enforced under applicable laws and regulations of the United States Virgin Islands, exclusive of any principles of conflicts of laws that would require application of the substantive laws of another jurisdiction.

18.2. **Dispute Resolution.**

18.2.1. Except for any employment related disputes as provided in Article 19 below, any dispute, controversy or claim, of any and every kind or type, whether based on contract, tort, statute, regulations, or otherwise, between the Parties, arising out of, connected with, or relating in any way to this Agreement or the Work Releases, or the obligations of the Parties hereunder and thereunder (in each case, a "Dispute"), shall be resolved solely and exclusively in accordance with the procedures specified in this Section 18.2. If the Parties fail to resolve the Dispute within ten (10) Business Days by mutual discussions within ten (10) Business Days after the date that one Party gives written notice to the other Party of such a Dispute, each Party will, within five (5) Business Days thereafter, nominate an officer of its management to meet at LIMETREE's Site, or at any other agreed location, to resolve the Dispute.

18.2.2. If the managers of the Parties are unable to resolve the Dispute within ten (10) Business Days after the nomination, the Dispute shall be finally settled by arbitration (which may be initiated by either Party) administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in either the territorial or federal courts of the U.S.V.I or any other court having jurisdiction, or application may be made to such court for judicial acceptance of the award or order of enforcement. The arbitration shall be held in United States Virgin Islands, in the English language, and presided over by (i) a single arbitrator, if the amount in controversy is no more than U.S.\$1,000,000, or (ii) a panel of three arbitrators, if the amount in controversy exceeds U.S.\$1,000,000. The arbitration award shall identify whether there is a prevailing party in the arbitration and include an award in favor of such prevailing party and against each losing party, jointly and severally, for costs and expenses, including reasonable litigation fees and costs (including attorney fees) the prevailing party incurred, excluding any contingent or deferred fees and costs. This agreement to arbitrate shall be binding upon the successors, assignees and any trustee or receiver of any Party.

18.2.3. CONTRACTOR will cause a provision substantively the same as this Article 18 to be included in any contract between CONTRACTOR and any subcontractor to ensure that all disputes arising out of the performance of the Work, or any portion thereof, are subject, to the fullest extent possible, to the dispute resolution procedures set forth in this Article 18. CONTRACTOR shall require any and all employees, agents or subcontractors of CONTRACTOR to execute a written contract for any and all of the Work and/or any work performed at LIMETREE's Site or related in any way to operations at LIMETREE's Site which contains at a minimum, substantially the same language set forth in the "Employment Arbitration Policy" attached herein as **Schedule A**. Failure of CONTRACTOR to obtain the aforementioned executed written contract prior to allowing any employee, agent or subcontractor to perform any Work performed at LIMETREE's Site

1411

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

or related in any way to operation at LIMETREE's Site is a material Breach of CONTRACTOR'S obligations under this Agreement.

18.2.4. The Parties hereby irrevocably consent to personal jurisdiction on St. Croix, United States Virgin Islands.

18.2.5. THE PARTIES HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY ON ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING UNDER OR RELATED TO THIS AGREEMENT TO THE FULLEST SCOPE AND EXTENT POSSIBLE.

19. DISPUTE RESOLUTION PROGRAM (DRP) FOR EMPLOYMENT MATTERS

19.1. LIMETREE has found that operations and performance at LIMETREE's Site are optimized by maintaining sound employee relations programs, including for the fair and expeditious resolution of employment related disputes. Consequently, LIMETREE and CONTRACTOR agree as follows:

- (i) LIMETREE has entered into a Dispute Resolution Program ("DRP") with its employees to resolve employment and personal injury claims through arbitration processes. CONTRACTOR shall be bound by the arbitration related provisions of the DRP with respect to any Dispute between any employee or applicant for employment with LIMETREE and/or CONTRACTOR.
- (ii) CONTRACTOR shall submit any dispute to which it is a party, with an employee of or applicant for employment with LIMETREE or with CONTRACTOR for employment or related to the operation of LIMETREE's Site, or any Person in contractual privity with LIMETREE, to final and binding arbitration if the dispute is covered by an arbitration agreement or program maintained by LIMETREE or any Person who is in contractual privity with LIMETREE and CONTRACTOR has the right, as a third-party beneficiary or otherwise, to have such dispute submitted to arbitration. This paragraph applies only to employment related arbitration programs and agreements and does not modify or alter the rights and obligations of LIMETREE and CONTRACTOR under Article 18.
- (iii) CONTRACTOR shall adopt a written dispute resolution program which shall require, at minimum, that any and all disputes (including but not limited to personal injury claims not subject to workers' compensation insurance, claims for wages or compensation, claims for breach of contract or covenant, tort claims, claims for wrongful discharge, claims for discrimination (of any type or grounds) and claims for violation of laws, rules and privileges and immunities) involving any employee of or applicant for employment with CONTRACTOR, arising out of or related to his or her employment or prospective employment by CONTRACTOR for work or services rendered or to be rendered to LIMETREE, or his or her presence at any premises owned or controlled by LIMETREE, or his or her contact with any employee or applicant for employment with LIMETREE, shall be submitted to final and binding arbitration for resolution. CONTRACTOR's program shall provide expressly that LIMETREE, its members, managers, owners, subsidiaries, Affiliates, directors, employees and agents, as well as any other Person having a contract to perform services on LIMETREE's premises and/or who has employees working on LIMETREE's premises, are intended third-party beneficiaries, and therefore any disputes between any employee or applicant for employment with CONTRACTOR and such intended third-party beneficiaries shall likewise be submitted to binding arbitration pursuant to CONTRACTOR's dispute resolution program. The material provisions of CONTRACTOR'S dispute resolution program shall be subject to confirmation by LIMETREE that the required provisions have been included,

AAH

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

including but not limited to the language requirements set forth in Section 18.2.2 above. CONTRACTOR shall require that all applicants for employment with CONTRACTOR and employees of CONTRACTOR agree, in writing, to participate in its dispute resolution program as a condition of employment or consideration for employment with respect to work performed under this Agreement or at LIMETREE's Site.

20. NON-COLLUSIVE BIDDING

If this Agreement or any Work Release hereunder was awarded on the basis of competitive bidding, CONTRACTOR represents and warrants at the time of this Agreement and any Work Release that it has not consulted with any other contractor or Person who has bid on the Work and that its bid was arrived at independently of any discussions or collusion with others.

21. EQUAL OPPORTUNITY

CONTRACTOR certifies that it does and will comply with the following laws, rules and regulations to the extent applicable to it.

- 21.1. Non-Discrimination in Employment. CONTRACTOR will comply with the equal opportunity clause published in the regulations of the U.S. Department of Labor implementing Executive Order 11246, which is incorporated in this Agreement by reference.
- 21.2. Affirmative Action for Handicapped Workers. CONTRACTOR will comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated in this Agreement by reference.
- 21.3. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. CONTRACTOR will comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 503, Title V of the Vietnam Era Veteran's Readjustment Assistance Act of 1972, Public Law 92-540, as amended, and Executive Order 11701, as well as the Veteran's Employment Opportunity Act of 1998, which are incorporated in this Agreement by reference.
- 21.4. Certification of Non-Segregated Facilities. CONTRACTOR certifies that it does not and will not maintain any facilities it provides for its employees in a manner which will result in segregation on the basis of race, color, religion, sex or national origin, or permit its employees to perform their services at any location, under its control, where segregated facilities are maintained; and that it will obtain a similar certification prior to the award of any non-exempt subcontract.
- 21.5. Minority Business Enterprises. CONTRACTOR will comply with the minority business enterprise clauses and regulations published by the U.S. Department of Commerce implementing Executive Order 11625, which are incorporated in this Agreement by reference.

22. REGULATORY REQUIREMENTS

- 22.1. CONTRACTOR shall comply with all federal, OSHA, EPA, state, and territorial laws, rules and regulations as these pertain to CONTRACTOR's responsibilities (including OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200, OSHA Process Safety Management Standard, 29 C.F.R. §1910.119, any of LIMETREE's environmental operating permits and Environmental and Safety Procedures, which are set forth in

**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

Schedule C, Exhibit 29 to this Agreement and Risk Management Program), as well as with LIMETREE's Safety Guidelines and Requirements for Contractors, which are set forth in **Schedule C, Exhibit 8** to this Agreement (the "**Guidelines**"). Prior to commencing the Work, CONTRACTOR is responsible for becoming acquainted with safety, environmental and health laws, rules and regulations, the Guidelines, equipment manufacturers' guidelines for safe use and operation of equipment, and any additional safety or environmental requirements and training which may be necessary to complete the work safely and in compliance with Applicable Law. CONTRACTOR shall take all necessary precautions to keep the job site free from recognized hazards that are likely to cause injury, death, illness, or damage to property. CONTRACTOR is responsible for preparation, administration, and compliance with its own safety and environmental procedures which are designed to be in compliance with the above.

- 22.2. It is a requirement that CONTRACTOR adhere to LIMETREE's established regulatory compliance work practices, which require strict adherence to OSHA's Process Safety Management Standard, the EPA's Risk Management Program and, other environmental compliance programs as required by LIMETREE's federal and/or territorial environmental permits.
- 22.3. In accordance with OSHA's general duty policy to maintain a workplace free of recognized hazards, OSHA's Process Safety Management Standard and the Risk Management Program and LIMETREE's federal and/or territorial environmental permits and Environmental and Safety Procedures, which are set forth in **Schedule C, Exhibit 29** to this Agreement, to ensure that employees can perform their job tasks in a safe manner, CONTRACTOR must adhere to LIMETREE's written procedures and policies to maintain the ongoing integrity of process equipment, and must train each employee in the work practices necessary to ensure that he/she will safely perform his/her job and comply with all Applicable Laws regarding environmental and safety matters. CONTRACTOR must ensure that employees are instructed in: (a) the known and potential hazards of the job, (b) the processes, (c) the known and potential hazards of the processes, (d) maintaining the ongoing integrity of the process equipment, (e) the applicable provisions of the emergency action plan and (f) all applicable site environmental procedures and policies. CONTRACTOR must document that each employee has received the required training, the type of training, and that the employee has understood it. Said information must be maintained as a record, and must include the employee's name, date of training and the means used to verify that the employee understood said training. CONTRACTOR will provide this information to LIMETREE upon request.

23. GENERAL

- 23.1. Assignment. The rights and obligations of CONTRACTOR under this Agreement are not assignable without the written consent of LIMETREE which may be given, conditioned or withheld in LIMETREE's sole discretion. LIMETREE may assign its rights and obligations under this Agreement to any Affiliate or to a Person acquiring substantially all of its assets or to its lenders in connection with a financing. When assigned in accordance with the foregoing, the rights and obligations of a Party to this Agreement will be binding upon and be for the benefit of the assignee.
- 23.2. Amendment. No amendments to this Agreement shall be enforceable against either Party unless in writing and signed by an authorized representative of each of the Parties.
- 23.3. Except as expressly stated to the contrary herein, indemnities in favor of, releases from, assumptions of and limitations of liability expressed in this Agreement, as well as waivers of subrogation rights, shall apply even in the event of fault, negligence or strict liability of the Person indemnified or released or whose liability is limited or assumed or against whom rights of subrogation are waived and such indemnities and releases shall extend to

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**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

CONTRACT NO. LTR-064

the officers, directors, employees, agents, Affiliates of such Party entitled to indemnification and release.

- 23.4. No Waiver. No failure by either Party to insist on performance of any term, condition, instruction, or to exercise any right or privilege included in this Agreement, shall be construed as a waiver of any Breach hereof unless waived in writing by such Party and no written waiver of any Breach shall constitute a waiver of any subsequent Breach of any term, condition, instruction, Breach, right or privilege.
- 23.5. Entire Agreement. This Agreement, including the Schedules and other documents incorporated by reference, is the entire agreement between LIMETREE and CONTRACTOR regarding the matters covered herein and there are no other agreements, representations or obligations for the services described herein.
- 23.6. Public Announcement. Without limiting the provisions of Article 4, CONTRACTOR shall not, without written approval of LIMETREE, except as absolutely necessary for the due performance of the Work: give any publicity pertaining to LIMETREE's Site nor divulge to any third parties any details pertaining to the Work; take or allow others to take any photographs or measurements of LIMETREE's Site, nor allow any mental impressions thereof to be reduced to writing; use or allow the use of LIMETREE's or its Affiliates' name, trade name, trademark or logo.
- 23.7. Neutral Construction. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties and no rule of construction or interpretation shall apply against any particular Party based upon a contention that the Agreement was drafted by one of the Parties. This Agreement shall be interpreted in a neutral manner.
- 23.8. Counterparts; Electronic Copies. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Each Party shall receive a duplicate original of the counterpart copy or copies executed by it. A facsimile or other electronic copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.
- 23.9. Severability. Should any term, provision, covenant or condition of the Agreement be held to be void or invalid, the same shall not affect any other term, provision, covenant or condition but the remainder hereof shall be effective, and to the extent necessary, be interpreted to achieve the intent of the Parties as expressed in the Agreement.
- 23.10. Headings. All headings are for convenience only and have no independent legal significance.

[Signature Page to Follow]

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**LIMETREE BAY REFINING, LLC
AGREEMENT**

TERM SERVICES

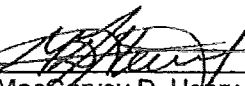
CONTRACT NO. LTR-064

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: 8.20.18
Jim Clifton
Program Director

VIRGIN ISLANDS INDUSTRIAL SERVICES. LLC

By:  Date: 8/19/18
MacGarvey D. Henry
Senior Operations Manager

Attachment A

1 Estate Hope, Christiansted, U.S Virgin Islands 00820-5652

Including but not necessarily limited to:

Refinery Plot No. 1 over portion of Estates Blessing and Hope, consisting of 175.1634 U.S acres, more or less, King and Queen Quarters, St. Croix, U.S Virgin Islands as shown on OLG Drawing No. A9-1 16-CO16, dated June 24 2016;

Refinery Plot No. 2 over portion of Estates Blessing, Hope, and Jerusalem, consisting of 36.686 U.S acres, more or less, King and Queen Quarters, St. Croix, U.S Virgin Islands as shown on OLG Drawing No. A9-1 16-CO16, dated June 24 2016;

Refinery Plot No. 3 over portion of Estates Jerusalem, Figtree Hill, and Castle Coakley Land, consisting of 187.8263 U.S acres, more or less, King and Queen Quarters, St. Croix, U.S Virgin Islands as shown on OLG Drawing No. A9-1 16-CO16, dated June 24 2016;

Refinery Plot No. 6, Estate Limetree Bay, Reclaimed Land, consisting of 26.7027 U.S acres, more or less, King and Queen Quarters, St. Croix, U.S Virgin Islands as shown on OLG Drawing No. A9-1 16-CO16, dated June 24 2016;

Refinery Plot No. 7, Estate Limetree Bay, Reclaimed Land, consisting of 19.857 U.S acres, more or less, King and Queen Quarters, St. Croix, U.S Virgin Islands as shown on OLG Drawing No. A9-1 16-CO16, dated June 24 2016; and

Plot No. 12, Estate Limetree Bay, Reclaimed Land, consisting of 5.8240 U.S acres, more or less, King and Queen Quarters, St. Croix, U.S Virgin Islands as shown on OLG Drawing No. A9-1 16-CO16, dated June 24 2016.

JUN 22 2021

RECORDER OF DEEDS-STX

LIMETREE BAY
T E R M I N A L S

TERM SERVICES AGREEMENT
BETWEEN
LIMETREE BAY TERMINALS, LLC
AND
Virgin Islands Industrial Services, LLC
Agreement Number LTS-118
January 25, 2017

JUN 22 2021

RECORDER OF DEEDS-STX

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

TABLE OF CONTENTS

ARTICLE/SECTION

| | |
|--|-----------------------|
| EXPLANATORY STATEMENT | Following Page |
| LIST OF SCHEDULES APPLICABLE TO ALL WORK RELEASES | Following Page |
| OPTIONAL SCHEDULES | Following Page |
| DEFINITIONS | 1 |
| THE WORK | 2 |
| COORDINATION OF WORK | 3 |
| PROPRIETARY AND CONFIDENTIAL INFORMATION | 4 |
| PERSONNEL; INDEPENDENT CONTRACTOR | 5 |
| WARRANTIES | 6 |
| OBLIGATIONS OF CONTRACTOR | 7 |
| LIMETREE's WORK AND SERVICES | 8 |
| INDEMNITY | 9 |
| INSURANCE REQUIREMENTS | 10 |
| COMPENSATION | 11 |
| BREACH, TERMINATION OR SUSPENSION OF WORK | 12 |
| FORCE MAJEURE | 13 |
| AUDIT | 14 |
| CONFLICT OF INTEREST | 15 |
| SUBCONTRACTS AND DELEGATION | 16 |
| NOTICES | 17 |
| GOVERNING LAW; DISPUTE RESOLUTION | 18 |
| DISPUTE RESOLUTION PROGRAM (DRP) | 19 |
| WAVIER OF CONSEQUENTIAL DAMAGES | 20 |
| NON-COLLUSIVE BIDDING | 21 |
| EQUAL OPPORTUNITY | 22 |
| REGULATORY REQUIREMENTS | 23 |
| GENERAL | 24 |

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

This TERM SERVICES AGREEMENT (the "Agreement") dated January 25, 2017 ("Effective Date") between LIMETREE Bay Terminals, LLC, 1 Estate Hope, Christiansted, St. Croix, VI 00820 ("LIMETREE") and, Virgin Islands Industrial Services, LLC, 6002 Estate Diamond Ruby Suite 3 PMB103, Christiansted, VI 00820 (CONTRACTOR" and together with LIMETREE, the "Parties" and, individually, a "Party")

EXPLANATORY STATEMENT:

- A. LIMETREE and CONTRACTOR wish to enter into this Agreement so that Contractor can perform Work for LIMETREE at LIMETREE's Site located at St. Croix, United States Virgin Islands (the "Facility")
- B. The Work will be described in particular work assignments issued under this Agreement and may include providing labor along with services; this Agreement is not a promise or guarantee, express or implied, that any amount or quality of Work will be offered to CONTRACTOR;
- C. This Agreement is intended to be used as a means to release various work assignments by LIMETREE to CONTRACTOR when LIMETREE determines that such a need exists. These work assignments will be conducted in accordance with the terms and conditions of this Agreement. A work assignment shall consist of a work release (a "Work Release") in the form of Schedule A signed by the authorized representative of each party, and Schedules B through E (with exhibits). Additional Schedules may be incorporated into a Work Release as appropriate. Schedules are inclusive of all Exhibits therein unless noted otherwise. Where there is any inconsistency between a Work Release and this Agreement, the provisions of the Work Release will govern.; and,
- D. CONTRACTOR is willing to perform Work on the terms set out in this Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

LIST OF SCHEDULES APPLICABLE TO ALL WORK RELEASES:

- Schedule A: Work Release and Scope of Work
- Schedule B: Items to be Furnished by LIMETREE
- Schedule C: Compensation and Terms of Payment
- Schedule D: Agreement Addenda
- Schedule E: LIMETREE Standard Contract Attachments

OPTIONAL SCHEDULES

- Schedule F: Coordination Procedures
- Schedule G: Engineering Standards

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

1 DEFINITIONS

Whenever the following words and expressions are used in this Agreement, it is understood that they have the meanings defined below:

- 1.1 "Acceptance" shall mean LIMETREE's acknowledgement that the Work or a task therein has been completed as required.
- 1.2 "Agreement" shall mean this Agreement together with the Schedules and related exhibits identified in the List of Schedules and any document index together with any other documents that are incorporated in this Agreement by reference as such documents may be amended, modified and/or supplemented from time to time in accordance with the terms of this Agreement.
- 1.3 "Applicable Law" shall mean laws, rules, regulations, orders, interpretation or directives of any governmental entity which has jurisdiction over, and that apply to, the Work.
- 1.4 "Breach" shall mean each of the events set forth in the "Breach, Termination or Suspension of Work" section of this Agreement and any other event specifically identified as a Breach in any other Article or Section of this Agreement.
- 1.5 "Claims" shall mean all claims, causes of action, damages, liabilities, demands, judgments, administrative actions or suits of whatsoever nature or kind, and including attorneys' fees, costs and/or related expenses.
- 1.6 "Coordination Procedures" shall mean the LIMETREE coordination procedures, if and as incorporated by reference in a Work Release.
- 1.7 "Defect" shall mean a breach by the CONTRACTOR of any one or more of the warranties provided by CONTRACTOR under the terms of this Agreement or a Work Release or the failure by Contractor to abide by specifications for Work in a Work Release.
- 1.8 "Defective Work" shall mean Work determined by LIMETREE to be deficient, defective, or not in conformance with specifications or requirements applicable to the Work.
- 1.9 "Effective Date" shall mean the date of this Agreement.
- 1.10 "Facility" shall have the meaning set forth in Explanatory Statement A.
- 1.11 "Hazardous Substance" shall be defined as in 42 U.S.C. 9601, and shall also include petroleum, petroleum products, and crude oil and fractions thereof.
- 1.12 "LIMETREE's Site" shall mean the real property owned, licensed or leased by LIMETREE.
- 1.13 "Indemnified Parties" shall mean LIMETREE and its members, managers, officers, directors, employees, agents, parents, indirect or direct owners, affiliates, successors and assigns, the Government of the U.S. Virgin Islands, and also HOVENSA L.L.C., The HOVENSA Liquidating Trust and the HOVENSA Environmental Responses Trust and their respective parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, successors and assigns, and Project Navigator, Ltd., not individually but solely in its representative capacity as Environmental Response Trustee under the Environmental Response Trust Agreement dated as of February 17, 2016.
- 1.14 "Release" shall be defined as in 42 U.S.C. 9601;
- 1.15 "Repair" shall mean CONTRACTOR's obligation to, at its sole cost and expense, correct, remedy or make good any Defect, including but not limited to providing labor and services required to correct, remedy or make good;
- 1.16 "Work" shall mean all work or services to be performed by CONTRACTOR pursuant to this Agreement, as described in a Work Release incorporated into this Agreement.

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

2. THE WORK

- 2.1 The Work generally to be performed by CONTRACTOR under this Agreement is set forth in Work Releases under this Agreement, set forth in the relevant Schedule A. All parts of the Work reasonably inferred from but not expressly mentioned or included therein are understood to be part of the Work and shall be performed as an obligation of CONTRACTOR under this Agreement.
- 2.2 The items generally to be provided by LIMETREE and others under a Work Release for this Agreement are set forth in the relevant **Schedule B**.
- 2.3 For any work and/or services in addition to the Work that LIMETREE desires CONTRACTOR to perform, LIMETREE will advise CONTRACTOR in writing of the extent of the work and/or services required in accordance with change order procedures. If the Work or any portion thereof is unable to be performed due a failure to obtain necessary governmental authorizations applicable to the Work or to activities or projects that the Work is associated with, the Work or applicable portion may be suspended or terminated by LIMETREE for convenience in accordance with Article 12.1.
- 2.4 It is the intention of the Parties that this form and all related schedules and documents incorporated by reference interoperate, and that when a question of interpretation arises, precise terms and more stringent performance requirements will control over those that are more general or more lax. If any conflict between terms of the Agreement is discovered during performance, the discovering Party shall notify the other Party promptly after the discovery of such conflict, whereupon both will work in good faith to seek a resolution of such conflict. If there is any conflict arising from any change the order of precedence is as follows:
- a) Schedules by latest issue date.
 - b) Reference documents in the Schedules by latest issue date
 - c) The Agreement
- 2.5 The Work will be subject to the inspection and approval of LIMETREE's representative, whose decision, based upon good practice and procedure in the area, on all questions arising out of the performance of the Work by CONTRACTOR, will be final. The representative will certify to the performance and completion of the Work or a portion thereof, if applicable, in accordance with terms of this Agreement and such certification shall be a condition precedent to the obligation of LIMETREE to make any payment to CONTRACTOR hereunder. Any such inspection and approval by LIMETREE will not relieve CONTRACTOR of its obligations under this Agreement
- 2.6 LIMETREE shall have the right to review and acknowledge CONTRACTOR's time sheets to verify cost coding, hours worked and location. This right does not mean that LIMETREE controls the manner, method or operative detail of the Work being performed by CONTRACTOR.

3 COORDINATION OF WORK

3.1 Administrative Procedures

- 3.1.1 The Parties may elect to mutually develop Coordination Procedures for this Agreement or for a specific Work Release, and, upon the Parties' mutual agreement and implementation of such Coordination Procedures, CONTRACTOR will comply with such procedures in performing the Work.. LIMETREE reserves the right to issue additions to, or revisions of, the Coordination Procedures in writing at any time during the course of the Work.
- 3.1.2 General Procedures. When CONTRACTOR is required to follow or reference a LIMETREE policy or procedure which was not included with documents provided to it under this Agreement, it shall request those policies and procedures from LIMETREE and it is the responsibility of LIMETREE to provide the correct policy or procedure in response to CONTRACTOR'S request.
- 3.1.3 Contractor shall appoint a Project Manager for a Work Release, whom LIMETREE may consult regarding the Work. The Project Manager shall have the authority to issue instructions, requests

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

and decisions associated with the normal day-to-day operations associated with the Work (and such authorized instructions, requests and decisions shall be binding upon CONTRACTOR), except that the individual shall have no authority to amend or waive any of the terms of this Agreement.

3.2 Progress Review

- 3.2.1 LIMETREE shall have the right to review the progress of and inspect CONTRACTOR's Work at any time and in connection with such review CONTRACTOR shall provide LIMETREE with all information and documents requested by LIMETREE. LIMETREE's failure to review or inspect or to discover Defects or to object thereto shall not prejudice or operate as a release or waiver of the rights of LIMETREE including the right to inspect or reject at a later time, nor shall it release CONTRACTOR from any of its obligations under this Agreement.
- 3.2.2 Notwithstanding any specifications or inspections by LIMETREE, CONTRACTOR is responsible for timely inspection of the Work area to ascertain suitability of the area and affected equipment for performance of the Work, and shall immediately advise LIMETREE of any deficiencies therein.
- 3.2.3 CONTRACTOR shall be solely responsible to inspect, maintain and repair all equipment, appliances, tools and devices used by it in the performance of the Work, whether or not owned or supplied by CONTRACTOR, and shall assure that all such equipment, appliances, tools and devices are in a safe condition during use or removed from service until put into a safe condition.

3.3 Temporary Facilities / Trailers

- 3.3.1 CONTRACTOR shall obtain LIMETREE'S written approval for the type, size and location of any temporary buildings, trailers, parking facilities and service storage areas to be erected or used by CONTRACTOR or any of its subcontractors at LIMETREE's SITE.
- 3.3.2 CONTRACTOR shall remove or cause the removal of all temporary buildings or trailers on completion of the Work unless otherwise instructed in writing by LIMETREE. CONTRACTOR shall return the areas occupied by such temporary buildings or trailers to the same condition as they were in when turned over to CONTRACTOR by LIMETREE.
- 3.3.3 CONTRACTOR shall assure that any temporary facility or trailer maintained by it at LIMETREE's Site is placed and maintained in full compliance with LIMETREE's procedure for Facility Siting of Trailers and Temporary Facilities. Failure to comply with this procedure shall be deemed a breach of this Agreement in accordance with Article 12.2. In the case of such breach the offending trailer or temporary facility will be locked by LIMETREE security, and will not be used until the temporary facility or trailer is brought into full compliance by the CONTRACTOR. All costs of LIMETREE in conducting any corrective or removal activities will be charged to CONTRACTOR and will be set-off as against any current or future payment due to CONTRACTOR. CONTRACTOR shall be solely responsible for any lost work productivity, missed schedules, increased costs, etc. resulting from the closure or removal of non-compliant trailers or temporary facilities.

4 PROPRIETARY AND CONFIDENTIAL INFORMATION

- 4.1 All drawings, bills of material, written or digital data or documents and other materials produced by CONTRACTOR for the Work shall be the property of LIMETREE. All information encountered or coming within the knowledge of CONTRACTOR, its employees, agents and representatives in providing services under this Agreement, whether visual or otherwise, will be deemed to be proprietary information and belong solely to LIMETREE and be for LIMETREE's sole use and benefit. CONTRACTOR, its employees, agents and representatives will not divulge to third parties any information obtained in the course of providing services under this Agreement. The obligation of CONTRACTOR, its employees, agents and representatives to hold confidential all information will be continuing and survive termination of this Agreement. All LIMETREE's confidential materials,

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

whether printed or digital, must be returned to LIMETREE or destroyed/permanently deleted upon completion of the Work or termination of this Agreement.

- 4.2 The foregoing obligations of confidentiality shall not apply to information which: (1) was known to CONTRACTOR prior to being encountered in connection with this Agreement, (2) becomes part of the public domain, (3) is learned by CONTRACTOR from another source without breach of any obligation of confidentiality to LIMETREE, or (4) is required to be disclosed by CONTRACTOR in connection with legal proceedings. Notwithstanding the foregoing, no information supplied to CONTRACTOR by LIMETREE shall be disclosed to others even if it falls within one of the exceptions to the definition of proprietary information listed above. Without limiting the foregoing THIS AGREEMENT IS DEEMED CONFIDENTIAL AND MAY NOT BE DISCLOSED.
- 4.3 Any agreements or representations between CONTRACTOR and LIMETREE entered into prior to the Effective Date of this Agreement relating to secrecy or confidentiality of information shall survive the signing of this Agreement and continue in accordance with the terms of the other agreement or representation, as the case may be.

5 PERSONNEL; INDEPENDENT CONTRACTOR

- 5.1 CONTRACTOR warrants that it shall only employ properly qualified, and where appropriate, properly licensed or certified personnel necessary to perform the Work.
- 5.2 In performing the Work, CONTRACTOR acknowledges and agrees that it is acting solely as an independent contractor and reserves the right to hire or discharge employees, designate the classification and hours of work for each of its employees and to supervise and control the manner of performance of the Work. The rights reserved to LIMETREE herein are general rights to order work stopped or resumed, to inspect progress or to receive reports, and to prescribe alterations and deviations, but LIMETREE does not retain control over the manner and methods chosen by CONTRACTOR to perform the Work.

6 WARRANTIES.

- 6.1 CONTRACTOR warrants during its performance of the Work that the Work shall be executed by CONTRACTOR in a competent, efficient and workmanlike manner following current state of the art and accepted industry standards for similar projects or services at the time the Work is being performed; that it shall perform the Work satisfactorily, in accordance with the Work description, and without defects in workmanship; that any materials, supplies or equipment included as part of the Work (excluding any materials, supplies and equipment provided by LIMETREE) shall be new (unless agreed otherwise in a Work Release), free from defects and in compliance with any specifications set forth for the Work; and that time is of the essence as to performance of the Work. CONTRACTOR shall immediately Repair any Defects and any damage caused to other LIMETREE property or materials by the Defects or repair thereof.
- 6.2 CONTRACTOR acknowledges that Repairs and other warranty Work must be coordinated with the ongoing operations of the Facility and performed in a manner so as not to interfere with the operation of the Facility.
- 6.3 The warranties in this Agreement are the exclusive warranties made by CONTRACTOR applicable to the Work and are in lieu of any other warranties, express or implied.

7 OBLIGATIONS OF CONTRACTOR

- 7.1 The Work shall be executed as expeditiously as possible, in accordance with the work schedule set forth in a Work Release.

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

- 7.2 On-Site Activities. CONTRACTOR, its counsel and their investigators, agents or employees, may not conduct any survey or investigation on LIMETREE's Site (whether of LIMETREE's, CONTRACTOR's or another contractor's physical property, equipment, systems, documentation or personnel), which is not within the strict scope of the Work without LIMETREE's written consent. No visitors are permitted to access LIMETREE's Site without LIMETREE's express permission.
- 7.3 Workplace Conduct. CONTRACTOR shall ensure that all personnel employed by it and its subcontractors (if allowed under this Agreement) on the premises of LIMETREE comply with LIMETREE's workplace safety, environmental, security and workplace conduct policies, rules and procedures. To insure the safety of all those at the LIMETREE Site, CONTRACTOR shall establish and enforce safety, security and personnel conduct policies, regulations and guidelines that are no less stringent or protective than LIMETREE's policies, which includes, but is not limited to, policies, rules and procedures previously promulgated by HOVENSA L.L.C. which have been adopted by LIMETREE. Any violation of or non-compliance with LIMETREE's workplace safety, environmental, security or workplace conduct policies, rules, or procedures, will be a Breach of this Agreement. To the extent applicable, CONTRACTOR agrees that such policies, rules and procedures ("Policies") are incorporated as applicable into this Agreement and that CONTRACTOR is obligated to comply with such Policies. CONTRACTOR further agrees that from time to time LIMETREE may provide to CONTRACTOR new policies or amendments to existing Policies and that CONTRACTOR shall, from the 5th day after receipt of such new policies or amendment to Policies, comply with such new policies and/or amendments to existing Policies, which shall be deemed incorporated into this Agreement.
- 7.4 Staffing for the Work. To assure safe and adequate performance of the Work, CONTRACTOR shall: i) administer pre-employment drug screening tests and random and "for cause" post hiring drug screening tests to all persons who will be performing Work as an employee or agent of CONTRACTOR on LIMETREE's premises as per minimum guidelines set forth in **SCHEDULE E**; ii) administer pre-placement medical examinations by a licensed physician to assure prospective workers are fit for the proposed duties; and iii) administer appropriate and validated pre-employment skills assessment to all prospective skilled craft applicants to ensure that employees are properly classified according to their job skills and competent to perform the job functions as may be required. The program used for any particular assessment or test shall be substantially similar to a nationally recognized program used for such assessment or test; for example programs approved by NCCER or Associated Builders and Contractors (ABC). The program may be reviewed by LIMETREE for confirmation of appropriate employee-skill classification.
- 7.5 Liens. CONTRACTOR does hereby release all rights of lien, and shall indemnify, defend and hold LIMETREE and each of the other Indemnified Parties harmless against, any Claims related to the attachment of liens or encumbrances where CONTRACTOR has failed to pay a vendor or subcontractor.
- 7.6 Fire Call Response. If the LIMETREE Fire Department responds to an alarm which, in LIMETREE's sole judgment, was necessitated as a result of CONTRACTOR's or any of its subcontractors' (if allowed under this Agreement) negligence in the performance of the Work, CONTRACTOR shall be deemed in Breach of the Agreement in accordance with Article 12.2.
- 7.7 Hazardous Materials. If CONTRACTOR handles any hazardous materials or hazardous substances during performance of the Work it shall handle, store and dispose of such materials safely and in accordance with LIMETREE approved policies, procedures and all applicable permits and Applicable Law. CONTRACTOR shall be responsible for the cleanup, handling and disposal of any Release that it causes in its performance of the Work.
- 7.8 In the performance of the Work, CONTRACTOR shall, to the fullest extent practicable and consistent with applicable law, employ and promote qualified Virgin Islands residents for positions at all levels within CONTRACTOR's organization, regardless of age, race, creed, color, sex, national origin or ancestry. CONTRACTOR shall comply with all laws requiring registration of job vacancies with the Virgin Islands Department of Labor. CONTRACTOR will cooperate with

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

LIMETREE in complying with residency requirements that apply to LIMETREE, Contractor or to Work at the LIMETREE Site, in such manner as may be reasonably required by LIMETREE.

7.9 Compliance With Laws, Permits and Regulations

7.9.1 CONTRACTOR shall comply with all United States federal, state, U.S. Virgin Islands or other laws, regulations, ordinances or rules that pertain to the Work, including but not limited to United States EPA and Virgin Islands DPNR environmental rules and OSHA and other worker safety/industrial hygiene laws and rules. LIMETREE shall not be liable for, and CONTRACTOR shall defend, indemnify and hold the Indemnified Parties harmless against any claims arising out of or related to any violation by CONTRACTOR of any such laws, regulations, ordinances or rules.

7.9.2 CONTRACTOR'S employees, agents, subcontractors and other individuals working under the direction of CONTRACTOR (for the purposes of this Paragraph, each a "Worker") must obtain and possess a valid federal Transportation Worker Identification Credential ("TWIC") card in order to access any area of LIMETREE'S Facility. This requirement is in addition to CONTRACTOR and all Workers satisfying all other Facility access requirements of LIMETREE. CONTRACTOR will defend and indemnify LIMETREE against any claims, costs, fines, penalties, liabilities or expenses (including attorneys' fees) arising in connection with the failure of CONTRACTOR or any Worker to comply with any laws, rules or regulations related to the TWIC.

7.10 Incident Reporting. CONTRACTOR shall give LIMETREE immediate notice of any accident, event or incident ("incident"): i) in which it, its employees, subcontractors, agents or any other person for which it is responsible is involved; and, ii) that involves actual or potential (i.e., near miss) personal injury, illness or death, property damage, discharge of pollutants, exposure to hazardous substances, or adverse impacts to the community; and, iii) that a) occurs during the Work; b) occurs during activities conducted in support of the Work (e.g., travel to/from/for Work; Work related training sessions; Work related administrative activities); or c) occurs on LIMETREE's site.

7.10.1 LIMETREE maintains policies and procedures applicable to incident investigation and reporting. These policies and procedures are intended to assure that incidents are correctly and fully investigated so that further incidents can be avoided.

7.10.2 CONTRACTOR shall investigate the incident following procedures substantially similar to LIMETREE's procedures, and provide LIMETREE a written report of the incident as soon as possible after the occurrence.

7.11 Coordinate and Cooperate. CONTRACTOR shall coordinate its activities with LIMETREE and cooperate with LIMETREE so that LIMETREE may carry out safe, efficient and consistent Facility operations.

7.12 Assessments

7.12.1 CONTRACTOR shall pay all U.S. federal, state, territorial and locally imposed contributions, assessments and taxes which are based upon the wages or other remuneration paid to CONTRACTOR or persons employed by CONTRACTOR, including payroll taxes, contributions for unemployment insurance, disability insurance, old age and survivor's insurance or annuities, and all taxes required under the Social Security Act, Internal Revenue Code and the Unemployment Compensation Acts of the states and territories in which Contractor performs the Work.

7.12.2 If required by law, CONTRACTOR shall qualify as a foreign entity doing business in the Virgin Islands, obtain a business license authorizing the company to do business in St. Croix, pay its Virgin Islands tax liability, register with and contribute to the Virgin Islands Worker's Compensation Fund, and pay unemployment taxes to the Virgin Islands Employment Security Agency.

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

7.12.3 The laws of the Virgin Islands require LIMETREE to withhold from any contractor that is a foreign (non-USVI and non-US) corporation, other foreign business entity or nonresident alien individual (an individual who is not a US citizen and not a US or USVI resident), an income tax from all payments made by LIMETREE for work performed by CONTRACTOR in the USVI. The rate of this withholding tax for such corporations and other business entities is 11% and for individuals 10%. Payments made for independent contractor services performed outside the USVI are not subject to withholding in the Virgin Islands (but may be subject to US withholding at applicable US tax rates if income therefrom constitutes US source income). Unless LIMETREE has on file a copy of CONTRACTOR's USVI business license and either a VI Form W-8ECI or US Form W-8, as satisfactory proof that the CONTRACTOR is exempt from the income tax withholding for payments otherwise subject to withholding, LIMETREE will withhold and pay the requisite amounts to the USVI Bureau of Internal Revenue.

8 LIMETREE's WORK AND SERVICES

Materials and Services - LIMETREE shall provide, at its expense, the items listed in Schedule B for each Work Release.

9 INDEMNITY

CONTRACTOR shall defend, indemnify, release and hold the Indemnified Parties harmless against all Claims which any of the Indemnified Parties may suffer or for which any of the Indemnified Parties may be liable (whether or not such Claims result by reason of any other contract imposing or requiring the assumption of Claims by the Indemnified Parties), by reason of actual or claimed injury, disease, or death (including physical, non-physical, emotional, mental, reputational, privacy-related, or employment-related claims) to any person, or actual or claimed damage to any property (including loss of use), or any Release, threatened Release, or contribution to a Release, of Hazardous Substances, or actual or claimed wrongful acts, directly or indirectly caused or contributed to, or claimed to be caused or contributed to by reason of any act, omission or negligence, including strict liability, whether active or passive, of CONTRACTOR, its employees or its subcontractors, or of anyone for whose acts they are liable, or of anyone acting under their direction or control, or in connection with, or incident to, performance of this Agreement and the Work, unless caused by the sole negligence or sole willful misconduct of the Indemnified Parties. In all cases covered hereunder, CONTRACTOR shall initially defend the Indemnified Parties until and unless it is finally determined in a court proceeding or arbitration that all liability was caused by the sole negligence or sole willful misconduct of the Indemnified Parties. The Parties expressly agree to the foregoing indemnity obligations notwithstanding the Virgin Islands Comparative Damages Statute, Title 5 V.I.C. Section 1451. For coordination purposes, CONTRACTOR shall notify and confer with LIMETREE before proceeding with the defense, settlement or adjustment of any Claim.

10 INSURANCE REQUIREMENTS

10.1 Before CONTRACTOR starts any Work, CONTRACTOR shall, at its sole cost and expense, maintain and require its subcontractors to maintain during the performance of the Work, insurance in form and with insurance companies satisfactory to LIMETREE and authorized to do business in the U.S. Virgin Islands as follows:

10.1.1 Worker's Compensation insurance covering CONTRACTOR's obligations under all applicable laws.

10.1.2 [Intentionally left blank]

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

- 10.1.3 General Liability insurance, including Employer's Liability insurance, premises/operations, explosion, collapse and underground hazards, broad form contractual liability, products/completed operations, independent contractors, broad form property damage and bodily injury coverage, with limits of at least \$2,000,000 per occurrence, bodily injury and property damage, and \$2,000,000 annual aggregate.
- 10.1.5 Contractors Pollution Liability or an equivalent coverage part within the General Liability policy, including coverage for cleanup costs, natural resources damages, contractual liability coverage, and coverage for claims arising from owned and non-owned disposal sites utilized in the performance of this contract, with limits of at least \$2,000,000 per occurrence or claim, and \$2,000,000 annual aggregate.
- 10.1.6 Automobile Liability insurance, with limits of at least \$1,000,000 per occurrence, bodily injury and property damage. The automobile insurance shall apply to all vehicles used by CONTRACTOR.
- 10.1.7 Employment Practices Liability insurance with limits of at least \$1,000,000 per claim.
- 10.1.8 Excess (or umbrella) liability insurance written on an occurrence basis and providing coverage with a limit of not less than \$3,000,000 per occurrence and in the annual aggregate in excess of the primary insurance required hereinabove.
- 10.2 Prior to the commencement of any Work, CONTRACTOR shall furnish to LIMETREE sufficient certificates of all the insurance and applicable policy endorsements to be provided by CONTRACTOR and its subcontractors, which certificates shall provide that the insurance shall not be canceled until at least thirty (30) days prior written notice is given to LIMETREE. CONTRACTOR shall promptly notify LIMETREE in writing of any changes to any insurance policies which adversely affect LIMETREE or any of the other Indemnified Parties. All policies of insurance purchased by CONTRACTOR and any subcontractor shall be primary to, and non-contributory with, any other insurance available to the Indemnified Parties, provide for waiver of rights of subrogation against the Indemnified Parties and any third party designated by LIMETREE (unless prohibited by law), and (except for workers compensation coverage) shall name the Indemnified Parties and LIMETREE's designated representative as additional insureds for any claims arising out of CONTRACTOR's work for LIMETREE. The additional insured coverage limits afforded the Indemnified Parties and LIMETREE's designated representative shall be in the amount of the full limits of the relevant policies, irrespective of the required minimum limits set forth in this Agreement. Insurance certificates must be identified with the contract number applicable to this Agreement and the applicable policy endorsements conferring such additional insured status. CONTRACTOR's compliance with the insurance requirements set forth herein shall in no way modify or limit CONTRACTOR's indemnification obligations under this Agreement.
- 10.3 CONTRACTOR shall provide LIMETREE immediate notice of i) any incident occurring on or regarding LIMETREE's property or the Work that is reportable to CONTRACTOR's insurance carrier, and ii) of any claim that has been made to CONTRACTOR's insurers(s) regarding LIMETREE's property or the Work, and shall furnish LIMETREE a written report of any such incident or claim within three (3) days of its occurrence.
- 10.4 CONTRACTOR shall provide LIMETREE ten (10) business days notice of any site visit or Facility audit required by CONTRACTOR's insurance representative, including a specific statement of the purpose of the visit/audit, the scope of access required, and the estimated length of time the visit / audit will require. All site visits/audits will be conducted without interruption to Facility operations and follow standard LIMETREE safety and security protocols.

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

- 10.5 LIMETREE may place other insurance for CONTRACTOR, at LIMETREE's own cost and expense and at LIMETREE's sole discretion. CONTRACTOR shall cooperate with LIMETREE and LIMETREE's insurance representatives in placement of these coverages and, if requested by LIMETREE, coordinate placement of these insurances with the insurances arranged by CONTRACTOR.

11 COMPENSATION

- 11.1 LIMETREE shall compensate CONTRACTOR for the Work as set forth in **Schedule C** for each Work Release.
- 11.2 LIMETREE may set off against any amount owed to CONTRACTOR under this Agreement such amount as is necessary in LIMETREE's sole judgment to cure any Breach by CONTRACTOR of this Agreement or any obligations arising under this Agreement, provided, however that LIMETREE shall be under no obligation to exercise its right of draw or set off in order to cure a Breach by CONTRACTOR.
- 11.3 Invoices shall be prepared and submitted on a monthly basis, unless otherwise provided in a Work Release. All invoices for payment must be presented in duplicate, identified by the Agreement number and the release number furnished for the Work that is assigned. All invoices must also include the date and description of the Work being invoiced and detail of charges (including number of CONTRACTOR's employees on the job, hours worked and materials and/or equipment used). All invoices with supporting documentation and timekeeping records must be submitted through LIMETREE's designated electronic invoice management system(s), unless otherwise directed by LIMETREE.
- 11.4 Acceptance of payment by CONTRACTOR will operate as a waiver by CONTRACTOR of all claims and liabilities of LIMETREE to CONTRACTOR for the Work or for any act of negligence of LIMETREE relating to or affecting the Work. CONTRACTOR further expressly waives all lien or right of lien for the Work.
- 11.5 Contractor acknowledges its obligation to be diligent and promptly submit invoices to LIMETREE. Indeed, LIMETREE relies on timely invoicing to conduct its business and operations. Therefore, Contractor expressly agrees: i) that time is of the essence in regard to the submittal of invoices; and ii) all invoices for the Work shall be submitted for payment within sixty (60) days following completion of Work. Invoices not timely submitted shall not be paid and CONTRACTOR shall waive and forego its rights to payment for or collection of any charges, costs or fees for the Work that are not timely invoiced.

12 BREACH, TERMINATION OR SUSPENSION OF WORK

- 12.1 Termination for Convenience. LIMETREE shall have the right to terminate this Agreement or any specific Work assignment or portion thereof given under this Agreement, at any time and for any reason, without cause, on twenty-four (24) hours' written notice to CONTRACTOR. If there is such a termination by LIMETREE, LIMETREE shall compensate CONTRACTOR in accordance with Schedule C based on the percentage of the Work completed up to the date of termination and for the reasonable costs incurred during the period required by LIMETREE for the orderly cessation of the Work and demobilization.
- 12.2 Termination for Breach. The occurrence of any of the following events is a Breach of this Agreement Failure to proceed with or complete the Work in accordance with this Agreement; LIMETREE has reasonable grounds to believe that CONTRACTOR is or may become bankrupt, insolvent or unable to pay its debts as they become due; Breach of any warranty or representation made by CONTRACTOR in this Agreement; Failure to comply with any provision of this Agreement, which failure LIMETREE, in its reasonable judgment, deems to be material, including

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

but not limited to failure to comply with laws, permits or regulations, failure to comply with workplace conduct or workplace safety policies, failure to comply with the provisions of 18.2.3 and failure to maintain insurance; or Failure by CONTRACTOR to promptly comply with any indemnification and/or defense obligations owed to any of the Indemnified Parties under the terms of this Agreement. LIMETREE shall provide Contractor with a written notice reasonably identifying a Breach as defined in this Section 12.2. If Contractor fails to remedy such Breach within ten (10) days of receipt of written notice, or such longer period as the Parties agree if the Contractor is taking prompt action to remedy the Breach, then the remedies in this Article 12 shall apply

- 12.2.1 If there is an unremedied Breach of this Agreement LIMETREE, in its sole discretion, shall have the right to (a) terminate this Agreement or any Work (or portion thereof) hereunder, and/or (b) invoke such other legal remedies as may be available to LIMETREE.
- 12.2.2 Upon the occurrence of any event of unremedied Breach set forth above or in any other Article of this Agreement, CONTRACTOR shall not be entitled to any further payment until such Breach is remedied to the reasonable satisfaction of LIMETREE, whereupon CONTRACTOR will then be paid for Work properly performed by CONTRACTOR less all damage, loss and additional expense suffered by LIMETREE as a result of the Breach. If the damage, loss and expense exceeds the amount due CONTRACTOR, the amount shall be paid immediately to LIMETREE by CONTRACTOR. Any disputes regarding breach or damages will be resolved as provided in Article 19, but shall not affect LIMETREE's right of set-off during such period as dispute resolution is ongoing. . Except as otherwise provided in this Agreement, no remedy afforded to LIMETREE either under this Agreement or as a matter of law will be deemed to be exclusive or limit any other rights or remedies available to LIMETREE. LIMETREE shall not be responsible to CONTRACTOR, its agents or subcontractors for any costs or fees of CONTRACTOR arising from a termination or suspension caused by CONTRACTOR's breach.
- 12.2.3 Any termination of this Agreement shall not affect the warranty, secrecy, confidentiality, indemnification or other similar obligations under this Agreement, all of which shall survive the termination of this Agreement.

13 FORCE MAJEURE

In the event either Party is rendered unable, wholly or in part, without fault or cause of its own, to carry out its respective obligations under this Agreement due to circumstances beyond its control, including, without limitation:

(i) an act of God, landslide, lightning, earthquake, tornado, flood, hurricane, blizzard, fire, explosion, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance;

(ii) delays or failures to act by, or preliminary or final order of, any Government not resulting from a Breach (iii) nationwide or craft-wide labor disputes, strikes, work slowdowns or work stoppages (excluding labor disputes, strikes, work slowdowns or work stoppages by employees of CONTRACTOR);

(iv) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Facility;

(v) acts of third parties (other than parties for whom CONTRACTOR is responsible, or its subcontractors),

(collectively "Uncontrollable Circumstances"), then the affected obligations of such Party shall be suspended during the period of the Uncontrollable Circumstances, provided however, that the inability to pay any fees is not included in the definition of "Uncontrollable Circumstances." Every reasonable effort shall be made by the Parties to avoid Uncontrollable Circumstances, and, to the extent

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

practicable, overcome and limit any delays or other impacts resulting from Uncontrollable Circumstances.

14 AUDIT

CONTRACTOR and CONTRACTOR's subcontractors shall permit LIMETREE or its agents or representatives, without undue delay, to have access at reasonable times to review and audit all records and accounts necessary to ensure and validate CONTRACTOR's compliance with this Agreement. Reviews and audits may be made within two years after the date of CONTRACTOR's last invoice.

15 CONFLICT OF INTEREST

CONTRACTOR acknowledges that LIMETREE has issued a policy relating to conflicts of interest between LIMETREE and its employees. In order to assure compliance with this policy, CONTRACTOR shall not, before, during or after performance of the Work, make, offer, provide or agree to make, offer or provide any payment, gift, fee, discount, commission, percentage, loan, service, entertainment, substantial favor or anything of value to (i) any employee, agent or representative of LIMETREE, (ii) any member of their immediate families, or (iii) anyone claiming to act or acting for or in behalf of any such person, nor will CONTRACTOR permit any person described in (i), (ii) or (iii) above, to have any financial or economic interest in CONTRACTOR or any subsidiary or affiliate of CONTRACTOR. If CONTRACTOR is requested to make or provide any payment, gift, fee, discount, commission, percentage, loan, service, entertainment, substantial favor or anything of value, by any person described in (i), (ii) or (iii) above, CONTRACTOR will report the request immediately to LIMETREE in the manner provided for the giving of notice under this Agreement. The failure by CONTRACTOR to adhere strictly to the provisions of this Article shall be deemed by CONTRACTOR and LIMETREE to be a substantial and material Breach of this Agreement, and at LIMETREE's sole option will be grounds for immediate suspension or termination, by reason of Breach, of this Agreement. All subcontracts or material supply contracts permitted by LIMETREE or a Work Release in connection with performance of the Work shall contain provisions in substantially the same form and substance as this Article binding the subcontractors or material suppliers to the same obligations hereunder as CONTRACTOR.

16 SUBCONTRACTS AND DELEGATION

CONTRACTOR shall not subcontract or delegate any of its obligations under this Agreement without the prior written consent of LIMETREE. LIMETREE's approval of any subcontract shall not relieve CONTRACTOR of any of its obligations under this Agreement.

17 NOTICES

17.1 All notices will be sent by electronic mail (with read receipt), Certified Mail, Return Receipt Requested, recognized overnight carrier or hand delivery.

17.2 All notices and communications required to be given CONTRACTOR shall be in duplicate, the original addressed to:

17.2.1 **MacGarvey Henry, Owner**
V.I. Industrial Services, LLC
6002 Estate Diamond Ruby, Ste. 3 PMB 103
Christiansted, VI 00820

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

17.3 All commercial and legal notices and communications required to be given to LIMETREE will be addressed to:

CONTRACTS MANAGER

1 Estate Hope
Christiansted, U.S. Virgin Islands 00820-5652

And copied to:

Todd H. Newman, Esq.
Nichols Newman Logan Grey & Lockwood, P.C.
1131 King Street, Ste. 204
Christiansted, VI 00820

18 GOVERNING LAW; DISPUTE RESOLUTION

18.1 Governing Law. This agreement shall be governed by and construed under the internal laws of the United States Virgin Islands without reference to its conflicts of law principles.

18.2 Dispute Resolution

18.2.1 If there is a dispute between LIMETREE and CONTRACTOR arising out of or related to this Agreement, the aggrieved Party will promptly notify (the "Notice") the other Party of its intent to invoke this dispute resolution procedure. If the Parties fail to resolve the dispute within the ten (10) business days after delivery of the Notice, each Party will, within five (5) business days thereafter, nominate an officer of its management to meet at the Facility, or at any other agreed location, to resolve the dispute.

18.2.2 If the Parties are unable to resolve the dispute to their satisfaction within ten (10) business days after the nomination the Parties shall submit the dispute to arbitration for resolution. The arbitration will be conducted in the United States Virgin Islands, in the English language in accordance with the rules of procedure of the American Arbitration Association (the "AAA") as set forth in its Commercial Rules. The Parties shall request a list from AAA of 9 prospective arbitrators from the AAA panel of commercial arbitrators. Any cost of the AAA list of arbitrators will be split equally between the Parties. After receiving the AAA list of 9 arbitrators, the Parties shall have ten (10) business days to mutually agree to the use of one arbitrator. If the Parties are unable to mutually agree on a single arbitrator, the Parties shall meet within 20 days and select an arbitrator by alternatively striking one arbitrator from the list until only one arbitrator remains, and that arbitrator shall preside over the arbitration. If the amount in controversy exceeds Five Million Dollars (\$5,000,000.00) a three person panel shall be used. To select a panel of 3 arbitrators, the parties shall follow the same procedure of requesting a list of 9 arbitrators from AAA as set forth above for the selection of a single arbitrator. Each party will nominate from said list, within ten (15) days of the commencement of proceedings, one arbitrator. If any Party fails to nominate an arbitrator within the stated time period, the AAA will appoint an arbitrator for such Party. The two arbitrators nominated by the Parties or appointed by the AAA for any Party will jointly nominate a third arbitrator from the list provided by the AAA to the Parties, who will chair the arbitration panel. If the arbitrators nominated by the Parties do not succeed in nominating a third arbitrator within fifteen (15) days, the arbitrator will be selected by the Parties by alternatively striking from the list provided to the Parties. Discovery shall be conducted pursuant to the Federal Rules of Civil Procedure in effect at the time arbitration is conducted, and summary judgment shall be available to the Parties. The AAA shall not administer the arbitration process except as specifically set forth immediately above. The award of the arbitral tribunal will be final and binding upon the Parties. Judgment on the award rendered may be entered in either the territorial or federal courts of the U.S.V.I or any other court having jurisdiction, or application may be made to such court for judicial acceptance of the award or order of enforcement. The dispute resolution procedures set forth in this Section shall be the sole and

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

exclusive dispute resolution procedures available to the Parties under this Agreement. The arbitrators may award the prevailing Party its costs, including reasonable attorney's fees incurred as a result of such dispute.

- 18.2.3 CONTRACTOR will cause a provision substantively the same as this Section to be included in any contract between CONTRACTOR and any subcontractor to ensure that all disputes arising out of the performance of the Work, or any portion thereof, are subject, to the fullest extent possible, to the dispute resolution procedures set forth in this Section. CONTRACTOR shall require any and all employees, agents or subcontractors of CONTRACTOR to execute a written contract for any and all of the Work and/or any work performed at the Facility or related in any way to operations at the Facility which contains at a minimum, substantially the same language set forth in the "Arbitration Policy" attached hereto. Failure of CONTRACTOR to obtain said executed written contract prior to allowing any employee, agent or subcontractor to perform any Work or work performed at the Facility or related in any way to operation at the Facility is a material breach of the CONTRACTOR'S obligations pursuant to this Agreement.
- 18.2.4 The Parties hereby irrevocably consent to personal jurisdiction on St. Croix, United States Virgin Islands.
- 18.2.5 THE PARTIES HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY ON ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING UNDER OR RELATED TO THIS AGREEMENT TO THE FULLEST SCOPE AND EXTENT POSSIBLE.

19 DISPUTE RESOLUTION PROGRAM (DRP)

- 19.1 LIMETREE has found that Facility operations and performance are optimized by maintaining sound employee relations programs, including for the fair and expeditious resolution of employment related disputes. Consequently, LIMETREE and CONTRACTOR agree as follows:
- 19.2 LIMETREE has entered into a Dispute Resolution Program ("DRP") with its employees to resolve employment and personal injury claims through arbitration processes. CONTRACTOR shall be bound by the arbitration related provisions of the DRP with respect to any Dispute between any Employee or Applicant for employment with LIMETREE and/or CONTRACTOR.
- 19.3 CONTRACTOR shall submit any dispute to which it is a party, with an Employee of or Applicant for employment with LIMETREE or with CONTRACTOR for employment or related to the operation of the Facility, or any entity or person in contractual privity with LIMETREE, to final and binding arbitration if the dispute is covered by an arbitration agreement or program maintained by LIMETREE or any entity or person who is in contractual privity with LIMETREE and CONTRACTOR has the right, as a third-party beneficiary or otherwise, to have such dispute submitted to arbitration. This paragraph applies only to employment related arbitration programs and agreements and does not modify or alter the rights and obligations of LIMETREE and CONTRACTOR under the "Dispute Resolution" provisions of this Agreement.
- 19.4 CONTRACTOR shall adopt a written dispute resolution program which shall require, at minimum, that any and all Disputes (including but not limited to personal injury claims not subject to workers' compensation insurance, claims for wages or compensation, claims for breach of contract or covenant, tort claims, claims for wrongful discharge, claims for discrimination (of any type or grounds) and claims for violation of laws, rules and privileges and immunities) involving any Employee of or Applicant for employment with CONTRACTOR, arising out of or related to his or her employment or prospective employment by CONTRACTOR for work or services rendered or to be rendered to LIMETREE, or his or her presence at any premises owned or controlled by LIMETREE, or his or her contact with any Employee or Applicant of LIMETREE, shall be submitted to final and binding arbitration for resolution. CONTRACTOR's program shall provide expressly that LIMETREE, its members, managers, owners, subsidiaries, other related entities, directors, employees and agents, as well as any other entity or person having a contract to perform services

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

on LIMETREE's premises and/or who has employees working on LIMETREE's premises, are intended third-party beneficiaries, and therefore any disputes between any Employee or Applicant of CONTRACTOR and such intended third-party beneficiaries shall likewise be submitted to binding arbitration pursuant to CONTRACTOR's dispute resolution program. The material provisions of CONTRACTOR'S dispute resolution program shall be subject to confirmation by LIMETREE that the required provisions have been included, including but not limited to the language requirements set forth in section 18.2.3 above. CONTRACTOR shall require that all Applicants and Employees agree, in writing, to participate in its dispute resolution program as a condition of employment or consideration for employment with respect to work performed under this Agreement or at any LIMETREE premises.

20 WAIVER OF CONSEQUENTIAL DAMAGES

20.1 EXCEPT IN REGARD TO INDEMNITY OBLIGATIONS UNDER ARTICLE 9, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OTHER THAN ACTUAL DIRECT DAMAGES. ANY PROTECTION AGAINST LIABILITY FOR LOSSES OR DAMAGES AFFORDED ANY INDIVIDUAL OR ENTITY BY THESE TERMS SHALL APPLY WHETHER THE ACTION IN WHICH RECOVERY OF DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY OF ANY PROTECTED INDIVIDUAL OR ENTITY), INDEMNITY, STATUTE OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THESE TERMS ARE WAIVED. Where a fine or penalty or remediation or environmental restoration obligation results from the Work for which an indemnity obligation exists under Article 9, such Claim shall not be deemed to be one for damages waived by this Article 20.

20.2 The provisions of this Article 20 shall survive the expiration or termination of this Agreement.

21 NON-COLLUSIVE BIDDING

If this Agreement was awarded on the basis of competitive bidding, CONTRACTOR represents and warrants that it has not consulted with any other contractor or person who has bid on the Work and that its bid was arrived at independently of any discussions or collusion with others.

22 EQUAL OPPORTUNITY

CONTRACTOR certifies that it does and will comply with the following laws to the extent applicable to it.

- 22.1 Non-Discrimination in Employment - CONTRACTOR will comply with the equal opportunity clause published in the regulations of the U.S. Department of Labor implementing Executive Order 11246, which is incorporated in this Agreement by reference.
- 22.2 Affirmative Action for Handicapped Workers - CONTRACTOR will comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated in this Agreement by reference.
- 22.3 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era - CONTRACTOR will comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 503, Title V of the Vietnam Era Veteran's Readjustment Assistance Act of 1972, Public Law 92-540, as amended, and Executive Order 11701, as well as the Veteran's Employment Opportunity Act of 1998, which are incorporated in this Agreement by reference.

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

- 22.4 Certification of Non-segregated Facilities - CONTRACTOR certifies that it does not and will not maintain any facilities it provides for its employees in a manner which will result in segregation on the basis of race, color, religion, sex or national origin, or permit its employees to perform their services at any location, under its control, where segregated facilities are maintained; and that it will obtain a similar certification prior to the award of any non-exempt subcontract.
- 22.5 Minority Business Enterprises - CONTRACTOR will comply with the minority business enterprise clauses and regulations published by the U.S. Department of Commerce implementing Executive Order 11625, which are incorporated in this Agreement by reference.

23 REGULATORY REQUIREMENTS:

- 23.1 CONTRACTOR shall comply with all federal, OSHA, EPA, state, and territorial laws, rules and regulations as these pertain to CONTRACTOR's responsibilities (including OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200, OSHA Process Safety Management Standard, 29 C.F.R. §1910.119, any of LIMETREE's environmental operating permits and Environmental and Safety Procedures, and EPA Risk Management Program, 40 C.F.R. §68), as well as with LIMETREE's Safety Guidelines and Requirements for Contractors, which is set forth in Schedule E, Exhibit 8 to this Agreement (the "Guidelines"), and LIMETREE's environmental procedures and policies. Prior to commencing the Work, CONTRACTOR is responsible for becoming acquainted with safety, environmental and health laws, rules and regulations, the Guidelines, equipment manufacturers' guidelines for safe use and operation of equipment, and any additional safety or environmental requirements and training which may be necessary to complete the work safely and in compliance with applicable laws, rules and regulations. CONTRACTOR shall take all necessary precautions to keep the job site free from recognized hazards that are likely to cause injury, death, illness, or damage to property. CONTRACTOR is responsible for preparation, administration, and compliance with its own safety and environmental procedures which are designed to be in compliance with the above.
- 23.2 It is a requirement that CONTRACTOR adhere to LIMETREE's established regulatory compliance work practices, which require strict adherence to OSHA's PSM Standard, the EPA's Risk Management Program and, other environmental compliance programs as required by LIMETREE's federal and/or territorial environmental permits.
- 23.3 In accordance with OSHA's general duty policy to maintain a workplace free of recognized hazards, OSHA's PSM Standard and the EPA's Risk Management Program and LIMETREE's federal and/or territorial environmental permits and Environmental and Safety Procedures, to ensure that employees can perform their job tasks in a safe manner, CONTRACTOR must adhere to LIMETREE's written procedures and policies to maintain the ongoing integrity of process equipment, and must train each employee in the work practices necessary to ensure that he/she will safely perform his/her job and comply with all environmental and safety laws, rules and regulations. CONTRACTOR must assure that employees are instructed in: (a) the known and potential hazards of the job, (b) the processes, (c) the known and potential hazards of the processes, (d) maintaining the ongoing integrity of the process equipment, (e) the applicable provisions of the emergency action plan and (f) all applicable site environmental procedures and policies. CONTRACTOR must document that each employee has received the required training, the type of training, and that the employee has understood it. Said information must be maintained as a record, and must include the employee's name, date of training and the means used to verify that the employee understood said training. CONTRACTOR will provide this information to LIMETREE upon request.

24 GENERAL

LIMETREE BAY
T E R M I N A L S

TERM SERVICE AGREEMENT
CONTRACT LTS-118

- 24.1 The rights and obligations under this Agreement are not assignable by either Party without the written consent of the other Party (except that such rights and obligations may be assigned without such consent to the successor of either Party or to a person, firm or corporation acquiring all or substantially all of the business and assets of such Party). No assignments of the rights and obligation of a Party to this Agreement shall be valid unless such rights and obligations are assumed by the assignee in a written instrument in which such assignee agrees to be bound by all terms and conditions of this Agreement. When assigned in accordance with the foregoing, the rights and obligations of a Party to this Agreement will be binding upon and be for the benefit of the assignee, but the assignor will remain liable to the other Party for its obligations under this Agreement.
- 24.2 No amendments to this Agreement shall be enforceable against either Party unless in writing and signed by an authorized representative of each of the Parties.
- 24.3 Except as expressly stated to the contrary herein, indemnities in favor of, releases from, assumptions of and limitations of liability expressed in this Agreement, as well as waivers of subrogation rights, shall apply even in the event of fault, negligence or strict liability of the Party indemnified or released or whose liability is limited or assumed or against whom rights of subrogation are waived and such indemnities and releases shall extend to the officers, directors, employees, agents, affiliates, partners and related entities of such Party entitled to indemnification and release.
- 24.4 No failure by either Party to insist on performance of any term, condition, instruction, or to exercise any right or privilege included in this Agreement, shall be construed as a waiver of any Breach hereof unless waived in writing by such Party and no written waiver of any Breach shall constitute a waiver of any subsequent Breach of any term, condition, instruction, Breach, right or privilege.
- 24.5 This Agreement, including the Schedules, Exhibits and other documents incorporated by reference is the entire agreement between LIMETREE and CONTRACTOR regarding the matters covered herein and there are no other agreements, representations or obligations for the services described herein.
- 24.6 CONTRACTOR shall not, without written approval of LIMETREE, except as absolutely necessary for the due performance of the Work: give any publicity pertaining to the Facility nor divulge to any third Parties any details pertaining to the Work or any of LIMETREE's Site; take or allow others to take any photographs or measurements of the Refinery, nor allow any mental impressions thereof to be reduced to writing; use or allow the use of LIMETREE's name, trade name, trademark or logo.
- 24.7 Neutral Construction. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties and no rule of construction or interpretation shall apply against any particular Party based upon a contention that the Agreement was drafted by one of the Parties. This Agreement shall be interpreted in a neutral manner.
- 24.8 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Each Party shall receive a duplicate original of the counterpart copy or copies executed by it. A facsimile or digitally stored copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.
- 24.9 Should any term, provision, covenant or condition of the Agreement be held to be void or invalid, the same shall not affect any other term, provision, covenant or condition but the remainder hereof shall be effective, and to the extent necessary, be interpreted to achieve the intent of the parties as expressed in the Agreement.
- 24.10 Headings. All headings are for convenience only and have no independent legal significance.

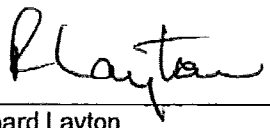
[Signature Page to Follow]

LIMETREE BAY
T E R M I N A L S

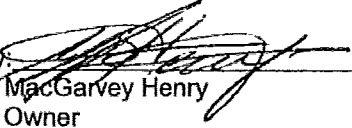
TERM SERVICE AGREEMENT
CONTRACT LTS-118

IN WITNESS WHEREOF, this Agreement and the attached Appendices or Schedules have been reviewed by agents of both Parties and this Agreement is executed by the authorized representative of both Parties.

LIMETREE BAY TERMINALS, LLC

By:  Date: 1/30/17
Richard Layton
Financial Operations and Supply Chain Manager

VIRGIN ISLANDS INDUSTRIAL SERVICES, LLC

By:  Date: 1/30/17
MacGarvey Henry
Owner

Southern District of Texas Claims Register

21-32354 Limetree Bay Refining, LLC Jointly Administered under 21-32351.

Bankruptcy Judge: David R Jones **Chapter:** 11

Office: Houston **Last Date to file claims:**

Trustee: **Last Date to file (Govt):**

| | | |
|---------------------------------|-------------------------|----------------------------|
| <i>Creditor:</i> (11957316) | Claim No: 4 | <i>Status:</i> |
| Virgin Islands Industrial | <i>Original Filed</i> | <i>Filed by:</i> CR |
| Services, LLC | <i>Date:</i> 09/10/2021 | <i>Entered by:</i> Simon W |
| 6002 Estate Diamond Rule, Suite | <i>Original Entered</i> | Hendershot, III |
| 3-103 | <i>Date:</i> 09/10/2021 | <i>Modified:</i> |
| Christiansted VI 00820 | | |

Amount claimed: \$3687914.91

Secured claimed: \$3687914.91

History:

Details 4-1 09/10/2021 Claim #4 filed by Virgin Islands Industrial Services, LLC, Amount claimed: \$3687914.91 (Hendershot, Simon)

Description: (4-1) Goods and services provided.

Remarks:

Claims Register Summary

Case Name: Limetree Bay Refining, LLC Jointly Administered under 21-32351.

Case Number: 21-32354

Chapter: 11

Date Filed: 07/12/2021

Total Number Of Claims: 1

| | |
|------------------------------|--------------|
| Total Amount Claimed* | \$3687914.91 |
| 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 | \$3687914.91 | |
| Priority | | |
| Administrative | | |