

Fill in this information to identify the case:

Debtor 1 Limetree Bay Refining, LLC

Debtor 2 _____
(Spouse, if filing)

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

Case number 21-32354

E-Filed on 09/17/2021
Claim # 68

Official Form 410

Proof of Claim

04/19

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	
<u>Telaxe INC dba Coking.com</u> Name of the current creditor (the person or entity to be paid for this claim)	
Other names the creditor used with the debtor <u>Coking.com</u>	
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?
	Where should payments to the creditor be sent? (if different)
	<u>Evan Hyde</u> Name
	<u>3901 Kings Row</u> Number Street
	<u>Reno</u> <u>NV</u> <u>89503</u> City State ZIP Code
	Contact phone <u>(310) 895-5583</u>
	Contact email <u>evan@coking.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 _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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

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

7. How much is the claim? \$ 151,478.00. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

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

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00

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

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

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

☒ No

☐ Yes. Check one:

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

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

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

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

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

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

Amount entitled to priority

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 09/17/2021
MM / DD / YYYY

Evan Hyde
Signature

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

Name Evan Hyde
First name Middle name Last name

Title Owner

Company Telaxe INC dba Coking.com
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - 2105020 Proposal - Limetree DCU Audit.pdf

Description -



3901 Kings Row, Reno NV 89503
+1.724.426.5464

Perkins Coie LLP
1120 N.W. Couch Street Tenth Floor
Portland, OR 97209-4128

May 20, 2021

Re: Limetree Bay Delayed Coker Audit

Dear Ms. Roberts –

Thank you for your interest in working with Coking.com on the issues surrounding the Limetree Bay refinery site. We are aware of the publicly available information regarding the operational issues with this plant. Restarting a plant can be a difficult task fraught with many challenges. We are committed to supporting the operations team to ensure they are adhering to industry best practices.

Per your request for an independent audit of the unit and its operations team and practices, we offer the following proposal. The following worksheet outlines the detailed cost estimate. We are available to be onsite ASAP, with travel as early as 5/25 if needed pending a review of COVID travel restrictions. In order to accurately understand the unit management and operations team understanding of core operations and environmental mitigations, we suggest 7 days onsite with a team of 2 subject matter experts, Gary Pitman and Ryan Schoel, with the option to extend on a daily rate basis.

The estimate cost will be \$123,620 USD for the initial period with a cost of \$5000/day incremental cost if needed.

We acknowledge that our company has recently performed work for BP (Whiting plant) but the team members provided for this work were not in any way involved in this work for BP and/or Limetree bay. They can be independent evaluators of the site's practices and equipment.

Coking.com has provided independent expert evaluation of delayed cokers in all continents where there are DCU's for more than 20 years. We are independent of licensor and equipment provider.

We look forward to the opportunity to get to know your team to improve their understanding of the delayed coker and increase the safety and productivity of the site.

Sincerely,

A handwritten signature in black ink, appearing to read "Evan Hyde", written in a cursive style.

Evan Hyde
President, Coking.com

Project Cost Estimating Spreadsheet

Project Title:	Limtree DCU Audit
Project No.	2105020

Activities	Name	Office	Site	Trips	Travel Days	Travel hr	Rate			US Dollars				Total
							Office \$/hr	Site \$/hr	Travel \$/hr	Office	Time \$ Site	Travel	Travel Exp.	
Legal Rates	Sr. Advisor						0 300.00	500.00	150.00	\$0	\$0	\$0	\$0	\$0
	Discount	0%					0 300.00	500.00	150.00	\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
<u>Onsite Audit - Scope of Work</u>							0			\$0	\$0	\$0	\$0	\$0
Interview unit management	Pitman	30	70	1	9	40	300.00	500.00	150.00	\$9,000	\$35,000	\$6,000	\$5,905	\$55,905
Interview of unit operations staff	Schoel	30	70	1	9	40	300.00	500.00	150.00	\$9,000	\$35,000	\$6,000	\$5,905	\$55,905
Review of operations data							0			\$0	\$0	\$0	\$0	\$0
Review of incident data							0			\$0	\$0	\$0	\$0	\$0
Formal Documentation of observations							0			\$0	\$0	\$0	\$0	\$0
7d onsite, 10h per day							0			\$0	\$0	\$0	\$0	\$0
Option for +3d onsite if needed							0			\$0	\$0	\$0	\$0	\$0
Prep work							0			\$0	\$0	\$0	\$0	\$0
Travel coordination							0			\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
Incremental daily rate - onsite			10	0	1	0	300.00	500.00	150.00	\$0	\$5,000	\$0	\$0	\$5,000
							0			\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
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							0			\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
							0			\$0	\$0	\$0	\$0	\$0
Other costs														\$0
Total		60	150	2		80				\$18,000	\$75,000	\$12,000	\$11,810	\$116,810

Per Trip Costs

2575.00 \$

Airfare - roundtrip

2500.00 \$

Shuttle/Taxi to and from airport

75.00 \$

Parking

0.00 \$

Mileage

0.00 \$

Days 0

Miles 0 roundtrip

Rate 13 \$/day

IRS rate 0.575 \$/mile

Expenses (daily per trip)

370 \$/day

Hotel

200 \$/day

Car Rental

100 \$/day

Meals

50 \$/day

Incidentals

20 \$/day

Travel Hrs Roundtrip

40 hours

Other Costs	
Printing	\$ -
???	
other subtotal	\$ -

Printing Estimate	
No. pg	0
\$/pg	0.55
\$/Binding	5
No book	0
Cost	\$ -

Cost Summary	
Labor	\$105,000
Expenses**	\$11,810
Sales Tax	\$0
Total	\$116,810

** actual expenses will be invoiced

Local Jurisdiction Sales Tax	
VAT	0%
Federal	0%
State	0.00%
County	0%
Local	0%
Cost	\$ -

GARY PITMAN

2522 Taft Dr, Lummi Island, WA 98262 | +1.360.758.3073 | Gary@coking.com

EDUCATION

Lynden High School
1201 Bradley Rd Lynden, WA 98264

1971

TEACHING EXPERIENCE

Delayed Coking – Safety and Reliability Fundamentals

Presented to 1000+ professionals worldwide all aspects of the process and equipment with a special focus on safety, health, and environmental considerations.

2007 – Present

Field Operator Fundamentals – Foster Wheeler Delayed Coker

15 Participants - Unit process, equipment, operations responsibilities, and procedures.

2012

Improving Operations and Reliability

50 Participants – 4 coker unit shift teams in advanced equipment reliability, process, and safe operation practices.

2012

Site Safety Audits

24 delayed cokers worldwide. Evaluation of unit equipment and operator performance. Provided follow-up operator training on deficiencies and recommended gap closure solutions.

2005 – Present

PROFESSIONAL EXPERIENCE

Coking.com, Inc (Aka Bottom of the Barrel) – Bellingham, WA

Co-owner

After attending a seminar in 1998 the question of how to continue the communication of the people who had been in attendance caused me to come up with the idea of a web site. With the help of an excellent computer partner, the 2 of us launched Coking.com. People from all over the world visit this site, pose questions, give answers or suggestions, find applicable vendor products, and communicate. The purpose of the site is safety and reliability in the Coker unit. The topics discussed are all safety issues, and time and money saving solutions common to one Coker but not yet thought of in another.

November 1998 – Present

In May 2001, building on the success of the website, we saw a new business opportunity and launched a Coker Best Practices Seminar which continued in 2002 and 2003 with 130 attendees. We had 168 at our March 2004 conference and this year 2005 has over 230 attendees. The increase in seminar attendance drives more business to the website where we had 14,748 visitors last month. All the major players for Coker equipment and turnaround services advertise at coking.com because it is the premier internet site for the Delayed Coker.

Turner Saint Croix Maintenance – St. Croix

Area Manager

This position manages the Central complex, which has 273 people (4 superintendents and 37 foreman) which cover the crafts of Instrumentation, Electrical, Major Maintenance, Boilers, Gas Turbine, Refinery Compressors, and Reliability. June 2003 - I was requested to do a pre start-up review for (IMC) at the Texas City Valero Coker project, to represent Turner as a subject matter expert.

September 2002 – May 2004

HOVENSA, LLC – St. Croix

Mechanical Specialist

This position is responsible for developing, implementing, and managing a preventative maintenance program for the delayed Coker unit (DCU). Ordered capital spares for unit, set up vendor training issued 3.5 million dollars in purchase orders. Commissioned and started-up the new 58bpd 4drum Delayer Coker, was responsible for all un-heading and drilling equipment and training operations personal in its use.

2002 - 2002

Atlantic Richfield Corporation (ARCO now BP) – Blaine, WA

Senior Trainer Lecturer

2001 – 2002

Participate in, research, and conduct technical training courses for Process Chemistry, Thermodynamic Principles, Process Reactions, Physics, Fluid Dynamics, Heat Transfer, Pressure - Temperature Relationship, Piping & Instrument Diagram Interpretations, Process Flow Diagram Interpretations, Distillation, Isometric/Mechanical Drawings Interpretations, and Advanced Mechanical Integrity. Develop training programs, including outlines, text, handouts, and tests. Lecture class on process safety management from an operability perspective, and on-the-job training. Administer written and hands on exams. Review performance reports to evaluate the process operator's performance. Instruct new and existing process operators on technical courses. Research and develop training objectives for technical training courses that must be completed prior to sitting for certification/recertification. Be familiar with a variety of field concepts, practices, and procedures.

Operations Maintenance Coordinator

1997 – 2001

Responsible for the Coker budget. Ensure the 3-week plan for Maintenance was followed. Co-chaired all hazard reviews, Root Cause Action committees, and long-range Capital projects.

Maintenance Planner

1995 – 1997

Responsible for setting up and carrying out the schedule of maintenance workflow for the all crafts working in the Delayed Coker area. Develop and implement a 3-week plan with Operations, Maintenance crafts, Mobile Crane, and Scaffold contractors throughout the refinery, ensuring an efficient and effective maintenance workflow.

Reliability Coordinator for the Coker and Calciner Areas

1993 – 1995

Worked with Reliability Centered Maintenance (RCM), Operations, and Maintenance departments to develop reliability program for the Coker Calciner area. This program spread over all the operating units at the refinery. Assisted in writing the maintenance portion of the Preventive Maintenance Program.

Delayed Coker Unit Business Unit Team Leader

1991 – 1993

Develop Delayed Coker Business Unit, a maintenance-based program for the refinery. Ensure availability of spare parts, allowing safe and timely repairs on equipment. Established work guidelines in efforts to the maintenance personnel the proper PPE, lock out - tag out, and innovations geared to getting the job done. Order the replacement of all 4 telescoping skirts for the Coker 40 foot. Work with Norwest Hydraulics on divider manifolds for the down pressure of skirts, eliminating the jamming up of the skirts as they cycled down. Redesign the tooling used to change the cutting bit from the drill stem, making this safer and more ergonomic. Spearhead cost saving plans for ARCO by: finding a vendor other than Hahn & Clay for bottom retaining bolts, with a cost savings of \$13,000 per retaining bolt change out (\$48,000/year); and rewelding cracks through Hahn & Clay on two of the bottom head bladders at N2 fitting. They were repaired and tested with a cost savings of \$40,000/year.

Procedure Author and Hands on Training Coordinator

1990 – 1991

Implement work guidelines program for General Shop. Write guidelines for the Coker/Calciner area. Incorporate the use of a digital camera to better illustrate the work procedure for job execution. Work with a team of Operations, Maintenance, and Management to develop and implement a hands-on training program for the Refinery. Founded the Business Unit; a maintenance based program focused on better communication and workflow between Maintenance and Operations Units.

Delayed Coker Unit (DCU) Operator**1985 – 1990**

Ensure effective and efficient daily operation of a 58,000 bpd, 4 drum Coker. Multi tasked at all the jobs in the DCU. Work the control board. Unhead and drill the coke drums. Work the DCU ground. Ran a 200-ton a day Sulfur plant and a UOP Merox plant. Operations Coordinator for the structure in 2 major Coker turnarounds. Revamp the unit with automation and installed the first set of the Hahn and Clay automated bottom heads. Developed, taught, and implemented guide plate on drill stem methodology through methods common to the drilling rig industry. Lead successful implementation with the hydraulic top head. Successfully develop and manage \$280,000 project. Introduced a new methodology adapted from drilling rigs for Hydro Cyclone filters for cleaning the drilling water. Fine tune methodology and implementation. This methodology has become a Coker industry standard. According to Krebs Engineers, there are 8 refineries using cyclones in their Delayed Coker Units and 4 more refineries with plans to install. Receive the Products Award from George Babikian, President of ARCO Products Company, in 1988 for this project. Develop, manage, and implemented a \$670,000 project for the addition of H2S monitors in Delayed Coker Unit Blowdown Section, Wet Gas Compressor, Flare Gas Recovery Unit, and Light Ends Unit.

SPECIAL PROJECTS*DeltaValve – Coker Subject Matter Expert*

Helped DeltaValve deploy their technology, field maintenance, and staff training.

2005 – Present

HOVENSA, LLC – Grassroots Coker Start-up

Supported the commissioning and successful start-up of the Bechtel licensed unit.

2002

Delayed Coker Major Turnaround Lead Planner

Top deck PSV, blinding, and piping modifications. Goodall hose improvements.

1999

Special Communication Team

Setup an internal best practices knowledge sharing system between the Los Angeles and Cherry Point refineries within ARCO.

1997

Major Turnaround Lead Planner

Delayed Coker – Top deck PSV, blinding, and piping modifications. Goodall hose improvements.

1999

Turnaround Lead Planner

Amine, Sulfur, Sour Water, and Tail Gas units – On time and within budget.

1996

Major Turnaround Lead Planner

Delayed Coker unit

1994

Equipment Planner

Hydrocracker and Sulfur major turnaround.

1991

SIGNIFICANT ACHIEVEMENT SUMMARY

Hosted 23 delayed coker, FCC, and sulfur safety seminars worldwide with 6000+ participants

Visited 68 delayed cokers worldwide.

Worked directly with all three major delayed coker technology licensors units

Foster Wheeler, Bechtel (formerly ConocoPhillips), and CB&I (formerly ABB-Lummus).

Facilitated operator job shadowing and unit training for 3 grassroots delayed cokers.

OBJECTIVE

Over the last 18 years in the refining industry I have developed a strong respect for the rigor required to thoroughly design, build, commission and start-up of new equipment. Thus, I am looking for an opportunity to leverage my extensive experience to assist an organization on a large capital project in any of the aforementioned areas.

SKILLS

- Well-experienced with large and small projects (~\$10M - ~\$1B)
- Expert on:
 - PFDs
 - P&IDs
- Trouble shooting
- Interviewing People
- Team building
- Strong Leader
- Time management
- Expert in PHAs
- Strong Communicator
- Construction Work flow
- Very Dedicated and Reliable

EXPERIENCE

AREA MANAGER: COKER, CAT CRACKER, & CRUDE UNITS

SEP '17 - PRESENT

Sinclair Wyoming Refining Company

Sinclair is a privately held American petroleum corporation. Sinclair has 2 refineries and a vast array of other operational assets which span several industries.

➤ *Primary responsibilities include, but are not limited to:*

- Strategic oversight of 3 areas within the refinery: Coker complex, Fluid Cat Cracker and Crude complex.
- Interviewing and subsequently recommending candidates for hire within refinery operations.
- Active engagement in crucial conversations aimed at correcting undesirable behaviors. The aforementioned conversations frequently result in either the creation of Performance Improvement Plans (PIPs) or termination of employment; for those individuals who are unwilling or unable to meet the company's expectations pertaining to standards of performance or adherence to company values
- Focus on reliability by identifying then targeting equipment that had proven to be unreliable or outdated, and caused unplanned outages in the past. Projects include:
 1. Development of 5-years between shutdown (MI) plans.
 2. Strengthening EPA compliance.

SUPERINTENDENT: COKER COMPLEX

Feb '14 – Sep '17

Sinclair Wyoming Refining Company

As a Superintendent for Sinclair I was responsible for: production, compliance, performance, reliability and shutdown work development.

➤ *Primary responsibilities included, but were not limited to:*

- Held responsibility for 25 Operators and did all interviewing and hiring of operators in the complex
- Initiated all disciplinary actions, including termination of employees with the complex
- Supported and helped develop a new 24/7 reorganization (structure, work schedule and management)
- Helped with the design and execution of corporate projects within the following areas:
 - Flare Recovery (HiJet)
 - Central Amine Unit
 - Oxygen Enrichment into Sulfur Units.
- Developed Turnaround work lists and executed Unit turnarounds in complex

- Did all Units PHA Revalidations and procedures revalidations for complex

UNIT Trainer / Forman: Coker Complex

Oct '08 – Feb '14

Sinclair Wyoming Refining Company

As a Trainer for Sinclair I was responsible for all unit training, including safety, training for unit Operators.

➤ Primary responsibilities include, but are not limited to:

- Codeveloped develop unit start-up and shutdown procedures and developed all unit tests for operational advancement.
- Trained Operators on daily rounds and troubleshooting, unit Emergency Operating Procedures and Standard Operating Procedures and P&IDs on units
- Created and maintained Operator work schedules
- Directed crew members on day to day operations

Production Operator: Coker Project

Jun '06 – Oct '08

Sinclair Wyoming Refining Company

Provided oversight of the construction of the Coker complex which included: a 20,000 BPD Coker, 2 Amine Units, 2 Sulfur Units, 1 Sour water stripper, 1 cooling tower, 1 flare stack and 1 flare recovery system. Sinclair decided to involve Operators in the project very early in the project and I was 1 of 2 Operators from within the refinery that started the project at ground breaking.

➤ Primary responsibilities included, but were not limited to:

- Followed all civil, Iron work, and piping for pumps, vessels, Coke structure, and Heaters.
- Issued daily permits for contractors
- Involved in all unit model reviews and conducted all PHAs for units during construction
- Engaged in the commissioning of every line within the project as well as all loop checking of instrumentation on the project
- Participated on start-up crew for every unit and utility on the project

Production Operator: Crude Units/Sulfur Plants/SWS Unit & Cooling Towers

Jan '01 – Jun '06

Sinclair Wyoming Refining Company

➤ Primary responsibilities include, but were not limited to:

- Performed daily unit rounds, monitored pumps, changed oil in pumps and checked chemical rates
- Isolated / locked out (LOTO) of equipment for maintenance and follow up on daily maintenance work
- Started-up and Shutdown each unit in process area
- Learned how to read PFDs and P&IDs

Welders Helper / Crain Rigger

Jun '00 – Jan '01

Forest Construction

Forest Construction was a Rawlins Wyoming based contract company that conducted contract work within Sinclair Wyoming Refining Company. Their work included day-to-day maintenance and small capital projects.

➤ Primary responsibilities included, but were not limited to:

- Set up and brake down of chains
- Installed pipes on multiple levels within pipe racks
- Worked at heights handling structural steel and installing large and small-bore piping.
- Beveled and prepared pipe for welder

Iron Worker, Civil Work & Underground Work

Feb '98 – Jan '00

The industrial Company (TIC)

The Industrial Company (TIC) is an American based contract company that works large capital projects for companies within the United States. The project was at an underground Trona mine for Sulvey Mineral Mining Company. This project included the construction of a new head frame for underground transportation of personnel, new hoist house for oar transportation, underground expansion and process area expansion.

➤ *Responsibilities include, but were not limited to:*

- Worked at heights, as a member of the bolt up crew, which assembled cranes, and conducted punch list work
- Worked on civil crew which included concrete forms building, tying rebar, dirt backfills and ground compaction
- Spent 2 years working underground on tasks that included: Underground jack Lead Operator, Roof Bolt Installer, and Driller
- Poured concrete, tied rebar and slipped and set concrete forms underground
- Installed big iron underground and a new apron feeder.

EDUCATION / INDUSTRY SPECIFIC TRAINING

- * *Rawlins Wyoming High School Graduate – 1997*
- * *coking.com (3yrs) ...guest speaker 1x.*
- * *Received several years of professional coaching*
- * *Process Safety (Training & Leadership)*
- * *FRED PRYOR SEMINARS*
 - *Essential skills for the First-Time Manager or Supervisor*
 - *Basic Supervision*
- * *Radiation Safety and Nuclear Industrial Gauge use*
- * *Excel 2010 Basic*
- * *OSHA*
 - *Wyoming General Industry Safety and Health (10hr course)*
- * *Aerial Rigging & Lifting*
- * *Rail King 4850 Operator Training*
- * *DOT Specifics/Security Training*
- * *ABS Group – Refinery Process Safety.*
- * *EMSHAW Underground training (40hr course)*

Attachment 2 - Email - Work Complete, Ready to Invoice.pdf

Description -



Evan Hyde <evan@coking.com>

RE: [EXTERNAL] work complete, ready to invoice / Coking.com

1 message

Barry.Crowder <bcrowder@lbenergy.com>

Mon, Jun 28, 2021 at 2:47 PM

To: Evan Hyde <evan@coking.com>, "Robert.Craig" <RCraig@lbenergy.com>

Cc: "Barry.Crowder" <bcrowder@lbenergy.com>

Evan,

There is a website the invoices normally get sent to, but just send it to me and I will route it to the proper parties to get it processed and paid.

Thanks and stay well.

Respectfully,

Barry Crowder
Contracts Manager
Limetree Bay Refining, LLC
bcrowder@lbenergy.com
mobile: 340-473-6519
office: 340-692-3730
1 Estate Hope | Christiansted, VI 00820-5652

-----Original Message-----

From: Evan Hyde <evan@coking.com>

Sent: Monday, June 28, 2021 2:36 PM

To: Robert.Craig <RCraig@lbenergy.com>; Barry.Crowder <bcrowder@lbenergy.com>

Subject: [EXTERNAL] work complete, ready to invoice

Warning: Email received from outside the Limetree Bay domain. Use caution before clicking on any links, opening any attachments, or providing sensitive data.

Hi Barry,

I just spoke with Bob and confirmed that the report is complete and to LBR's satisfaction. Bob, please confirm.

I would like to submit an invoice for the work. Should I send it to you?

Evan

Attachment 3 - PO-LBR# (6200001553) Coking-Com (Evaluation and Audit - Coker).pdf
Description -

Limetree Bay Refining, LLC
1 Estate Hope, Christiansted
Christiansted, VI 00820-5652

PURCHASE ORDER
6200001553

VENDOR: COKING.COM
3901 KINGS ROW
RENO, NV 89503
USA

BUYER: Ashley Scotland
340-692-3487
ascotland@lbenergy.com

VENDOR ID: 70005012

SEND ALL INVOICES TO:
LBENERGYINVOICECAPTURE@CONCURSOLUTIONS.COM

INVOICE TO: Limetree Bay Refining, LLC
C/O Concur Invoice Capture
10700 Prairie Lakes Drive
Eden Prairie, MN 55344

SHIPPING TERMS:

DATE OF ORDER	SHIPPING INSTRUCTIONS	DELIVERY DATE
PO Not Released	SERVICE VENDOR - FOR SHIPPING OF MATERIALS, TOOLS AND EQUIPMENT CONTACT LOGISTICS@LBENERGY.COM and your Limetree Buyer.	06/07/2021
ALL INVOICES, SHIPPING PAPERS AND PACKAGES SHALL BE MARKED "FOR EXPORT-ULTIMATE DESTINATION, ST.CROIX, U.S.VIRGIN ISLANDS. THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, PACKAGES AND CORRESPONDENCE.		
Contract Number LTR-456, Task Order 1; [LBR Contact: Neil Morgan / Coking.Com Contact: Evan Hyde +1.310.895.5583]		

Item No.	Material No.	Material / Service Description	QTY	UOM	Unit Price	Line Total
10		Evaluation and Audit - Coker On or before June 25, 2021, Coking.com shall simultaneously submit an audit report ("Audit Report") to LBR, EPA (at the contacts listed in below), and VIDPNR	1	AU	\$ 300,000.00	\$ 300,000.00
TOTAL						\$ 300,000.00

OTHER CONDITIONS:

THE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS ARE INCORPORATED IN THIS PURCHASE ORDER.VENDOR MUST ACCURATELY COMPLETE ALL CUSTOMS FORMS AND INCLUDE COUNTRY OF ORIGIN WHICH IS THE COUNTRY WHERE GOODS ARE MANUFACTURED OR PROCESSED.

Attachment 4 - Proof of Claim F410 - Summary of Documents Provided.pdf

Description -

Summary of Documents Provided
Form 410 - Proof of Claim Submission

Files submitted electronically at the link below on 9/17/2021
<https://onlineclaims.bmcgroup.com/LimeTree/claim/Filing410>

Case Number: 21-32354

Debtor: Limetree Bay Refining, LLC

Files Provided

- Worked required legally by EPA
 - Limetree Bay 303 Order - CAA-02-2021-1003
- Proposal by Coking.com
 - 2105020 Proposal - Limetree DCU Audit
- Work Approval by LBR
 - LTR-456 Professional Services Agreement Coking.com - Both signed
 - LTR-456 Coking-Com LBR TASK ORDER 1 Signed & Executed 6-14-21
 - PO-LBR# (6200001553) Coking-Com (Evaluation and Audit - Coker)
 - Email - LBR Acknowledgement of Order and PO
- Work Complete Verification
 - Email - Report Sent to EPA and LBR
- Invoice
 - Invoice 236 - LBR audit v1
 - Email - Work Complete, Ready to Invoice
 - Email - LBR Invoice Submission
 - Email - Invoice Late Payment Reply Crowder

Attachment 5 - LTR-456 Coking-Com LBR TASK ORDER 1 Signed & Executed 6-14-21.pdf

Description -

Task Order Assignment No. 1 – Limetree Bay Refinery Coker Audit**PO No. 620001553****Service Provider Reference No. 060102021**

SCHEDULE A

Pursuant to the Professional Services Agreement LTR-456 between Limetree Bay Refining, LLC ("LIMETREE") and TELAXE INC., d.b.a COKING.COM ("Service Provider") dated June 1, 2021, LIMETREE hereby awards and Service Provider hereby accepts the following Task Order in accordance with the terms and conditions of the Professional Services Agreement and as set forth below:

1. **Type of Services**
Limetree Bay Refinery Coker Audit

2. **Scope of Work**
Attached as Attachment A

3. **Schedule**
Service Provider shall perform the services in accordance with the following schedule, unless otherwise agreed by the Parties.

<u>Task</u>	<u>Completion Date</u>
Arrival On-Site	June 5, 2021
Onsite Audit Completion	June 15, 2021
Coker Audit Audit Report	June 25, 2021

4. **Price Basis**
Lump Sum- \$151,478 for proposed SOW in Attachment A

Project Cost Estimating Spreadsheet attached as Attachment B

Time and Material For added SOW or Emergency – \$4,250/day Incremental Cost beyond 7 day period

Expense estimates are provided but actual expenses will be invoiced at cost.

5. **Not-to-Exceed Budget**
\$300,000

6. **Compensation Terms**
Reference Schedule B

7. **Reporting Requirements**

Monthly invoicing will contain a listing of contributors and hours charged for each week, and will be accompanied by a listing of the work performed during the week. Invoices will also include an itemized listing of reimbursable expenses incurred during the week. Receipts will be provided upon request.

8. **Deliverables**
Completed Audit Report

LIMETREE BAY REFINING, LLC

Agreement: LTR-456

TELAXE INC., d.b.a COKING.COM

Date: 06/02/2021

Task Order Assignment No. 1 – Limetree Bay Refinery Coker Audit

PO No. 620001553

Service Provider Reference No. 060102021

9. **Other Requirements**

Copies of the Audit Report shall be sent to:

buettner.robert@epa.gov

Patel.harish@epa.gov

rodriguez.nancy@epa.gov

Foley.patrick@epa.gov

villatora.liliana@epa.gov

froikin.sara@epa.gov

verline.marcellin@dpnr.vi.gov

jp.oriol@dpnr.vi.gov

jrinker@lbenergy.com

LeAnnJohnson@perkinscoie.com

{Signature page to follow}

LIMETREE BAY REFINING, LLC

Agreement: LTR-456

TELAXE INC., d.b.a COKING.COM

Date: 06/02/2021

Task Order Assignment No. 1 – Limetree Bay Refinery Coker Audit

PO No. 620001553

Service Provider Reference No. 060102021

ISSUED BY:

LIMETREE BAY REFINING, LLC

By: 
Name: Michael Magill
Title: Director, Supply Chain Management

ACCEPTED BY SERVICE PROVIDER:

TELAXE INC., d.b.a COKING.COM

By: 
Name: Evan Hyde
Title: President

Task Order Assignment No. 1 – Limetree Bay Refinery Coker Audit**PO No. 620001553****Service Provider Reference No. 060102021**

SCHEDULE B**FEES****1. Amounts Due**

Invoicing will be monthly for the previous month's work period. Payments will be rendered net 10 days in US dollars via funds drawn from a US bank.

2. Payment Terms

Unless otherwise set forth in the Task Order, Service Provider shall invoice LIMETREE on a monthly basis for all work performed during the previous month. Monthly invoices will contain a listing of contributors and hours charged for each month, and will be accompanied by a listing of the work performed during the month. Invoices will also include an itemized listing of reimbursable expenses incurred during the month. Receipts shall be provided with the invoice.

LIMETREE shall pay Service Provider for work performed in accordance with the attached Rate Schedule. Billable rates are considered to include all costs associated with the work provided by Service Provider including overhead and profit. Such Billable rates are in effect for the term of the Agreement unless modified by consent of both parties. The billable rates provided in the Rate Schedule do not include costs associated with reimbursable expenses.

In no event shall Service Provider be compensated or reimbursed for any overtime, weekend, holiday or other such labor premium rates in excess of the hourly rates specified in a Rate Schedule to this Agreement. LIMETREE will reimburse Service Provider for any reasonable and authorized travel, lodging, sustenance and other reasonable out-of-pocket expenses incurred by personnel in the course of performing the obligations hereunder, provided that Service Provider furnishes LIMETREE with receipts along with the invoice for these expenses.

All invoices shall be electronically scanned and emailed directly to LIMETREE at LBEnergyInvoiceCapture@concursolutions.com. All invoices shall be paid in US dollars unless otherwise agreed upon in a schedule to this Agreement. Payment shall be net 10 days after receipt of correct invoice by LIMETREE. Invoices will be deemed correct if no challenge is received by Service Provider within 10 days of an invoices' receipt by LIMETREE. If the Service Provider has any question as to whether or not expenses shall be considered reimbursable by the LIMETREE, the Service Provider shall request the LIMETREE's approval of such expense prior to incurring any costs.

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 SERVICE PROVIDER 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 SERVICE PROVIDER's USVI business license and either a VI Form W-8ECI or US Form W-8, as satisfactory proof that the SERVICE PROVIDER is exempt from the income tax withholding for payments

LIMETREE BAY REFINING, LLC

Agreement: LTR-456

TELAXE INC., d.b.a COKING.COM

Date: 06/02/2021

Task Order Assignment No. 1 – Limetree Bay Refinery Coker Audit

PO No. 620001553

Service Provider Reference No. 060102021

otherwise subject to withholding, LIMETREE will withhold and pay the requisite amounts to the USVI Bureau of Internal Revenue.

ATTACHMENT A to TASK ORDER 1 of LTR-456

Scope of Work for Limetree Bay Refinery Coker Audit

Limetree Bay Refinery, LLC (LBR) hereby engages Coking.com, to perform the tasks specified below for the Coker Unit, for the costs specified below.

Tasks: Coking.com shall perform the following:

- a. Releases to Flare #8, particularly high liquid loading that has occurred, what caused them, and physical changes and operating changes to prevent them from happening in the future.
- b. Releases since February 2021 of volatile organics directly to the atmosphere from the coker unit, and particularly from the steam vent prior to decoking, what caused them, and physical changes and operational changes to prevent such releases from happening again in the future.
- c. An evaluation of staffing with regard to the operation and maintenance of the process unit, including staffing levels and whether operators have proper experience and training to operate the coker unit safely and within required environmental limits.
- d. The content of the Coker Audit shall not be limited to the list of items in (a)-(c) if Coking.com determines that additional evaluation should be conducted to prevent emissions or incidents that could endanger public health or welfare or the environment.
- e. On or before June 25, 2021, Coking.com shall simultaneously submit an audit report ("Audit Report") to LBR, EPA (at the contacts listed in below), and VIDPNR (at the contacts listed below).
- f. The Coker Audit Report shall include all findings, conclusions, monitoring results, and other observations of Coking.com as described above in Sections a-d.
- g. For each finding, conclusion, and/or observation including, if any, recommendations for physical changes and operating changes to prevent recurrence, indicate whether implementation is necessary prior to restart to prevent an imminent and substantial endangerment to public health or welfare, or the environment;
- h. The Audit Report shall describe, list, or reference all documents that Coking.com reviewed and identify all Facility personnel interviewed in support of the Audit Report. A copy of all such materials must be attached to or submitted along with Audit Report.
- i. Before submission of the Audit Report, Coking.com must not share any draft or preliminary audit findings or reports with LBR in any format (electronic, paper, or verbal). Coking.com also must not share its audit conclusions with LBR prior to submission of the Audit Report.

- j. The only post-audit oral or written communications between LBR and Coking.com shall be a request from LBR for the purposes of the audit, or additional audit-related data or information.
- k. In the Audit Report, Coking.com must certify that it has remained in compliance with all of the conditions set forth above.

Contact Info

Within one day of engagement, Coking.com shall provide contact information to LBR for its audit work.

Copies of the Audit Report shall be sent to:

buettner.robert@epa.gov

Patel.harish@epa.gov

rodriguez.nancy@epa.gov

Foley.patrick@epa.gov

villatora.liliana@epa.gov

froikin.sara@epa.gov

verline.marcellin@dpr.vi.gov

jp.oriol@dpr.vi.gov

jrinker@lbenergy.com

LeAnnJohnson@perkinscoie.com

Costs

Coking.com shall provide at the conclusion of its submission of the Audit Report on or before June 25, 2021 an invoice to LBR for its costs to perform the audit.

Conflicts

To the extent there is any conflict between Attachment A to the Task Order Assignment No. 1 and the Professional Services Agreement, this Attachment A shall control. This clause also replaces Section 12.14 of the PSA to the extent of any such conflict.

COVID 19 Precautions

Entry to the Virgin Islands (STX) currently requires either a negative Covid-19 antigen test or a positive Covid-19 antibody test. LBR requires additional on-site testing for personnel who are not antibody positive or who have not received a Covid-19 vaccination. LBR will cover the cost of this on-site testing. Personnel do not need to quarantine during this on-site testing period.

Attachment 6 - LTR-456 Professional Services Agreement Coking.com - Both signed.pdf

Description -

This AGREEMENT dated {enter date} ("Effective Date") between LIMETREE Bay Refining, LLC, 1 Estate Hope, Christiansted, St. Croix, VI 00820 ("LIMETREE" or the "Company") and, Telaxe Inc, d.b.a Coking.com, 3901 Kings Row, Reno, NV 89503 (SERVICE PROVIDER" and together with LIMETREE, the "Parties" and, individually, a "Party").

WHEREAS, LIMETREE desires to retain Service Provider to render certain professional services to LIMETREE and Service Provider desires to be so retained by LIMETREE and to perform the services specified herein, all in accordance with the terms and conditions of this Agreement.

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

1. PROFESSIONAL SERVICES

1.1 Task Order. LIMETREE hereby retains Service Provider to provide professional services to LIMETREE during the term of this Agreement, and Service Provider hereby accepts such engagement. Service Provider agrees to perform for LIMETREE the professional services and work product set forth in Schedule A (the "Task Order") which is attached hereto and incorporated herein by reference. During the term of this Agreement, LIMETREE and Service Provider may develop and agree upon additional written Task Orders defining additional services and work product to be provided by Service Provider, Service Provider's compensation, additional terms and conditions, if any, applicable to a particular engagement and such other details as the parties deem appropriate (each, an "Additional Task Order"). Each Additional Task Order shall be attached hereto as consecutively numbered Schedule A's (e.g., Schedule A-1, Schedule A-2, etc.), shall be incorporated herewith, and shall be subject to the terms and conditions of this Agreement as a "Task Order" hereunder. The Task Order may be amended from time to time by mutual written agreement of the Parties.

1.2 Best Efforts, Professional Standards. Service Provider will use its best efforts to perform all Services in accordance with the schedule set forth in the Task Order. Service Provider will use recognized prudent professional standards applicable in the industry of Service Provider, and in accordance with all applicable laws, regulations, standards and codes.

1.3 Records and Reports. Service Provider will keep accurate records of its activities under this Agreement and will make such records available to LIMETREE upon request. Unless otherwise stated in the Task Order, Service Provider will provide LIMETREE with written reports that LIMETREE may periodically request during the term of this Agreement.

1.4 Subcontractors and Consultants. Service Provider shall not engage any subcontractor or consultant without (i) obtaining the prior written consent of the LIMETREE, and (ii) obtaining the written agreement from the subcontractor or consultant (A) acknowledging that it has no contractual relationship with and no recourse to the LIMETREE in connection with its services and (B) agreeing to abide by the terms of this Agreement, including the confidentiality provisions set forth in Section 4. Service Provider shall remain fully responsible for performance of this Agreement regardless of the engagement of any subcontractor or consultant.

1.5 Inspection of the Work. 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 SERVICE PROVIDER, 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 SERVICE PROVIDER hereunder. Any such inspection and approval by LIMETREE will not relieve SERVICE PROVIDER of its obligations under this Agreement

1.6 General Procedures. When SERVICE PROVIDER 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 SERVICE PROVIDER'S request.

1.7 Payments and Liens. Service Provider shall promptly pay for all services, labor, materials and equipment utilized in connection with this Agreement and shall ensure that no mechanic's liens or other liens are imposed on the LIMETREE as a result of any action or inaction by the Service Provider, its employees or its subcontractors and consultants.

2. SERVICE PROVIDER EMPLOYEES

2.1 SERVICE PROVIDER warrants that it shall only employ properly qualified, and where appropriate, properly licensed or certified personnel necessary to perform the Work.

2.2 In performing the Work, SERVICE PROVIDER 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.

2.3 In the performance of the Work, SERVICE PROVIDER shall, to the fullest extent practicable and consistent with applicable law, employ and promote qualified Virgin Islands residents for positions at all levels within SERVICE PROVIDER's organization, regardless of age, race, creed, color, sex, national origin or ancestry. SERVICE PROVIDER shall comply with all laws requiring registration of job vacancies with the U.S. Virgin Islands Department of Labor.

2.4 SERVICE PROVIDER'S employees, agents, subcontractors and other individuals working under the direction of SERVICE PROVIDER (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 SERVICE PROVIDER and all Workers satisfying all other Facility access requirements of LIMETREE. SERVICE PROVIDER will defend and indemnify LIMETREE against any claims, costs, fines, penalties, liabilities or expenses (including attorneys' fees) arising in connection with the failure of SERVICE PROVIDER or any Worker to comply with any laws, rules or regulations related to the TWIC.

2.5 Staffing for the Work. To assure safe and adequate performance of the Work, SERVICE PROVIDER shall 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 SERVICE PROVIDER on LIMETREE's premises as per minimum guidelines set forth in Exhibit 7.

2.5.1 In addition to the minimum guidelines set forth in LIMETREE's Standard Contract Exhibits, CONTRACTOR shall comply with the "Limetree Bay Contractor Onboarding Process using Pinnacle's Extranet – Training Materials for Contractors..." which can be found at: https://www.limetreebayenergy.com/files/Limetree_Onboarding_Process_using_Pinnacles_Extranet_Training_Material.pdf

2.5.2 Unless written approval from LIMETREE's management is obtained prior to mobilization of CONTRACTOR's employees (see 2.5.4), CONTRACTOR's stateside employees shall arrive to LIMETREE's Facility with all required testing, training, and other documentation as follows:

- (i) Job related training completed at an Association of Reciprocal Safety Council ("ARSC") facility for the following:

PROFESSIONAL SERVICES AGREEMENT – LTR-456

- Basic Plus or Basic Plus Refresher
 - Limetree Bay Site Specific Work Requirements
- (ii) Drug and Alcohol Screening with the DISA Contractors' Consortium (DCC) within 30 days
 - (iii) Valid TWIC card
 - (iv) Signed Dispute Resolution Program as per Article 12.8 of this Agreement
 - (v) Evidence of other job related training (forklift, aerial lift, confined space, fall protection, et cetera) must be provided upon arrival to facility

2.5.3 If CONTRACTOR's employees arrive on site and do not have any of the above, the CONTRACTOR will be subject to the following penalties:

- (i) No lost work time will be reimbursed
- (ii) No Per Diem will be reimbursed
- (iii) Contractor must reimburse Limetree Bay \$75 per day for Village accommodations until requirements are met if staying in LIMETREE's Village.
- (iv) No other housing or incidental costs will be reimbursed
- (v) Airfare and other travel expenses will not be reimbursed if employee does not pass any of the entry requirements taken in St. Croix

2.5.4 If CONTRACTOR's stateside employees are not in close proximity (more than 75 miles) to an ARSC facility (www.arsc.net/locations), then with prior LIMETREE management approval, the required testing and training can be scheduled at the ARSC facility on St. Croix, with the following stipulations:

- (i) Job related training must be scheduled in advance of employee mobilizing to the facility.
- (ii) Scheduled training must be the day after arrival on St. Croix. CONTRACTOR should plan for training to take a full day. LIMETREE expects employees to be badged to start work within one day of arrival. Employee must provide proof of residency (driver's license) confirming their residence is greater than 75 miles from an ARSC facility when scheduling training.
- (iii) Drug and Alcohol Screening with DFWPA can be done at the St. Croix facility if a stateside facility is unavailable to CONTRACTOR employees.
- (iv) LIMETREE will allow for one day on-site for testing and training to be completed and employee badged to start work. If CONTRACTOR employees are unable to complete within one day, 2.5.3 applies

2.6 Salaries, Expenses. Service Provider will bear and pay (i) all salaries, wages, benefits and other compensation which its employees may be entitled to receive for performing services; and (ii) all reimbursable travel, lodging and other expenses which the employees may be entitled to receive for performing services.

2.7 Payroll Taxes. SERVICE PROVIDER 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 SERVICE PROVIDER or persons employed by SERVICE PROVIDER, 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.

2.8 Workplace Conduct. SERVICE PROVIDER shall ensure that all personnel employed by it and its subcontractors on the premises of LIMETREE comply with LIMETREE's workplace safety, security and workplace conduct policies, rules and procedures. To insure the safety of all those in the Facility and at the LIMETREE Site, SERVICE PROVIDER shall establish and enforce safety, security and personnel conduct policies, regulations and guidelines that are consistent with LIMETREE's policies. Any violation of or non-compliance with LIMETREE's workplace safety, security or workplace conduct policies, rules, or procedures, will be a breach of this Agreement. To the extent applicable, LIMETREE has adopted policies, rules and procedures previously promulgated by HOVENSA, LLC. SERVICE PROVIDER agrees that such policies, rules and procedures ("Policies") are incorporated as applicable into this Agreement and that SERVICE PROVIDER is obligated to comply with such Policies. SERVICE PROVIDER further agrees that from time to time LIMETREE may provide to SERVICE PROVIDER new policies or amendments to existing Policies and that SERVICE PROVIDER 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.

2.9 Workplace Safety. The Service Provider shall provide, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. Service Provider shall immediately report any injuries to the LIMETREE site safety representative in accordance with LIMETREE procedures and policies. Additionally, the Service Provider shall investigate and submit to the LIMETREE site safety representative copies of all written accident reports, and coordinate with LIMETREE if further investigation is requested within 3 days of the incident occurrence. Service Provider shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Services. Service Provider shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from location that the Services are being performed.

3. PAYMENT

LIMETREE agrees to compensate Service Provider for the services that it performs pursuant to this Agreement in accordance with the payment terms set forth in Schedule B, "Fees," which is attached hereto and incorporated herein by reference. Payment will be made only for work that has been performed satisfactorily and in accordance with the terms of the Task Order. Service Provider will be solely responsible for complying with all federal, state, territorial and other tax laws and regulations applicable to payments received from LIMETREE under this Agreement.

In the event that any such work was not performed in accordance with the terms of the Task Order or the standards set forth herein, Service Provider shall, at its sole cost and expense, correct and/or re-perform the work to satisfy the terms of this Agreement and the Task Order.

4. CONFIDENTIAL INFORMATION

4.1 Definition. As used in this Agreement, the term "Confidential Information" means any technical or business information furnished by LIMETREE to Service Provider in connection with the services to be performed hereunder, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic or other form. Such Confidential Information may include, without limitation, trade secrets, know-how, inventions, technical data or specifications, testing methods, business or financial information, research and development activities, product and marketing plans, and customer and supplier information.

PROFESSIONAL SERVICES AGREEMENT – LTR-456

4.2 Use and Non-disclosure. Service Provider acknowledges that, in the course of performing or preparing to perform services for LIMETREE under this Agreement, Service Provider may become acquainted with certain of LIMETREE's Confidential Information, the protection of which is necessary to the successful conduct of LIMETREE's business and the preservation of the integrity of LIMETREE's relationships with its customers. Service Provider agrees that it shall (i) maintain all Confidential Information in strict confidence; (ii) use all Confidential Information solely for the purposes of performing its obligations under this Agreement; and (iii) reproduce the Confidential Information only to the extent necessary to perform its obligations under this Agreement, with all such reproductions being considered Confidential Information. Service Provider shall not disclose Confidential Information to any third party without LIMETREE's express written authorization.

4.3 Exceptions. The foregoing obligations of Service Provider shall not apply to the extent that Service Provider can demonstrate that certain Confidential Information:

- (a) was in the public domain prior to the time of its disclosure under this Agreement;
- (b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by Service Provider;
- (c) was independently developed or discovered by Service Provider prior to the time of its disclosure under this Agreement;
- (d) is or was disclosed to Service Provider at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party having no fiduciary relationship with the LIMETREE and having no obligation of confidentiality with respect to such Confidential Information; or
- (e) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided that LIMETREE receives prior written notice of such disclosure and that Service Provider takes all reasonable and lawful actions to obtain or to permit LIMETREE to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.

4.4 No License. Service Provider acknowledges that LIMETREE (or any third party entrusting its own confidential information to LIMETREE) claims ownership of the Confidential Information disclosed by the LIMETREE and all patent, copyright, trademark, trade secret, and other intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to Service Provider is granted or implied under this Agreement.

4.5 Publication. Service Provider shall not use LIMETREE's name or trademarks, photographs or otherwise claim any affiliation with the LIMETREE in any publication or public forum without obtaining prior written approval from LIMETREE.

4.6 Injunctive Relief. Service Provider agrees that any breach of its obligations under this Section 4 will cause irreparable harm to LIMETREE; therefore, LIMETREE shall have, in addition to any remedies available at law, the right to obtain equitable relief to enforce this Agreement without having to prove irreparable harm or post a bond.

5. OWNERSHIP OF WORK PRODUCT

5.1 Invention Disclosure. Service Provider agrees to disclose promptly and in writing to LIMETREE any and all ideas, concepts, discoveries, inventions, developments, original works of authorship, software programs, software and systems documentation, trade secrets, technical data and know-how that are conceived, devised, invented, developed or reduced to practice or tangible medium by Service Provider, under its direction or jointly with others, which relate, directly or indirectly, to the business of LIMETREE and arise from or in connection with the performance of services under this Agreement (“Inventions”).

5.2 Assignment. Service Provider hereby assigns and, with respect to future Inventions, hereby agrees to assign, to LIMETREE all of Service Provider’s right, title and interest to the Inventions and any and all related patent rights, copyrights and applications and registrations therefor. During the term of this Agreement and thereafter, Service Provider shall cooperate with the Company, at the Company’s expense, in obtaining proprietary protection for the Inventions, and shall execute all documents which LIMETREE shall reasonably request in order to perfect LIMETREE’s rights in the Inventions. Service Provider hereby appoints LIMETREE its attorney-in-fact to execute and deliver any such documents on its behalf in the event Service Provider should fail or refuse to do so within a reasonable period following LIMETREE’s request. Service Provider understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which limits the assignability to LIMETREE of certain Inventions, this Agreement shall be interpreted not to apply only to any such Invention which a court rules or the LIMETREE agrees is subject to such state limitation. Service Provider hereby waives all claims to moral rights in any works of authorship and Inventions. Should any such Inventions be assigned to LIMETREE, LIMETREE agrees to grant the Service Provider, at no cost, a non-exclusive, non-assignable right and license to use such Inventions during the period of the Agreement and thereafter in perpetuity.

5.3 Work for Hire. The parties agree that all information, drawings, documents, designs, models, patents, inventions, computer programs, computer systems, data, computer documentation and other tangible and intangible materials authored or prepared, in whole or in part, by Service Provider for LIMETREE as the work product required by a Task Order (collectively, the “Works”), other than Service Provider’s administrative communications, records, files and working papers relating to this Agreement and the services to be provided hereunder, are the sole and exclusive property of LIMETREE and shall be considered “works made for hire,” as that term is defined in Section 101 of the United States Copyright Act of 1976 (the “Act”), and shall be the property of LIMETREE, and the LIMETREE shall be the sole author within the meaning of the Act. In the event any such Works do not fall within the specifically enumerated works that constitute works made for hire under the Act, Service Provider hereby agrees to assign and, upon their authorship or creation (or upon the Effective Date, whichever is later), expressly and automatically assigns all copyrights, proprietary rights, trade secrets, and other right, title and interest in and to such Works to LIMETREE. Service Provider agrees to render all reasonably required assistance to LIMETREE to protect the rights hereinabove described. To the extent applicable, all Works deliverable by Service Provider pursuant to this Agreement shall be provided together with copies of all applicable commented source code, technical documentation and proprietary libraries, support modules and authoring tools (all libraries and support modules also to be provided in source as well as object code form), including, without limitation, all subject matter required to enable any individuals employed or contracted by LIMETREE, if it should become necessary, to build and reproduce all applicable executables and data files, using only such materials together with commercially available off-the-shelf tools and components.

5.4 License Grant to Service Provider. Subject to the terms of this Agreement, LIMETREE hereby grants Service Provider, during the term of this Agreement, a non-exclusive, non-transferable, non-sub licensable, royalty-free license to use LIMETREE tools (“LIMETREE Tools”) including but not limited to, those tools listed on Schedule A solely for the purposes of providing to LIMETREE the services set forth in the Task Order. If the LIMETREE Tools include any software, Service Provider shall not (and shall not attempt to) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for

or reduce the software to human-readable form, nor shall it encourage or permit any third party to do so or to attempt to do so. Service Provider agrees prior to using LIMETREE Tools, Service Provider shall (i) satisfy itself that LIMETREE Tools are in good condition and are capable of performing the tasks for which they will be used by Service Provider and (ii) ensure that its employees and subcontractors or consultants are properly trained in the use of such LIMETREE Tools. Service Provider agrees that use of LIMETREE Tools shall be at the Service Provider's sole risk and Service Provider is not relying on any representations of LIMETREE regarding LIMETREE Tools.

6. SERVICE PROVIDER WARRANTIES

Service Provider warrants and represents to LIMETREE as follows:

- (a) Any works of authorship, copyrightable material or other Inventions developed under this Agreement will not infringe any patent, copyright, trade secret, trademark or other rights of any third party;
- (b) The execution and performance of this Agreement will not knowingly constitute a breach or default under any contract or instrument to which Service Provider is a party, or by which it is bound, and Service Provider is under no contractual or other obligation to any third party which would prevent or limit its performance of services under this Agreement.;
- (c) Service Provider is free at the present time to disclose to LIMETREE, without breach of any obligation to a third party, any and all information, ideas, suggestions, developments, or know-how that Service Provider will divulge in performing the services under this Agreement;
- (d) Service Provider has complied and will comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the services to be performed under this Agreement;
- (e) Service Provider and the employees assigned to perform services have and will continue to have the knowledge, experience and skill to provide, and will provide, the services in a professional and timely manner; and
- (f) Except as otherwise disclosed in the applicable Task Order, the deliverables under such Task Order do not and will not incorporate any pre-existing work, either in whole or in part.

7. INDEMNITY

SERVICE PROVIDER shall defend, indemnify, release, and hold harmless LIMETREE, and its members, managers, officers, directors, employees, agents, parents, indirect equity owners, affiliates, successors and assigns, and also specifically including the HOVENSA Environmental Responses Trust and their respective parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, successors and assigns, and the Government of the U.S. Virgin Islands (the "Indemnified Parties") from and against all claims, demands, cause of actions, damages, loss or expense (including court costs, interest and reasonable attorney's fees) 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 any of 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 (as defined in 42 U.S.C. 9601), 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 SERVICE PROVIDER, 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 Services, if and to the extent such is caused by the Service Provider or its affiliates, officers, directors, employees or contractors. For coordination purposes, SERVICE PROVIDER shall notify and confer with LIMETREE before proceeding with the defense, settlement or adjustment of any claim.

8. INSURANCE REQUIREMENTS

8.1 Before SERVICE PROVIDER starts any Work, SERVICE PROVIDER 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:

8.1.1 Worker's Compensation insurance covering SERVICE PROVIDER's obligations under all applicable laws.

8.1.2

8.1.3 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 \$1,000,000 per occurrence, bodily injury and property damage, and \$2,000,000 annual aggregate.

8.1.4 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 owned and non-owned vehicles used by SERVICE PROVIDER.

8.1.5 Professional liability insurance with a maximum limitation of not less than \$1,000,000 per claim with \$2,000,000 annual aggregate, such coverage shall remain in place (or be annually renewed) for the applicable statute of limitations period following termination of this Agreement.

8.1.6

8.1.7 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 \$1,000,000 per occurrence or claim, and \$2,000,000 annual aggregate.

8.1.8

8.2 Prior to the commencement of any Work, SERVICE PROVIDER shall furnish to LIMETREE sufficient certificates of insurance demonstrating the insurance required by SERVICE PROVIDER and its subcontractors under this Agreement, which certificates shall provide that the insurance shall not be cancelled until at least thirty (30) days prior written notice is given to LIMETREE. SERVICE PROVIDER shall provide to LIMETREE copies of its insurance policies upon request. SERVICE PROVIDER 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 SERVICE PROVIDER and any subcontractor shall be primary to, and non-contributory with, any other insurance or self-insurance available to any of 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 and professional liability coverage) shall name the Indemnified Parties as additional insureds for an amount up to the limits of the relevant policy for any claims arising out of SERVICE PROVIDER's work for LIMETREE, regardless of whether or not such insurance is required by 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. SERVICE PROVIDER's compliance with the insurance requirements set forth herein shall in no way modify or limit SERVICE PROVIDER's indemnification obligations under this Agreement.

8.3 SERVICE PROVIDER shall provide LIMETREE immediate notice of i) any incident occurring on or regarding LIMETREE's property or the Work that is reportable to SERVICE PROVIDER's insurance carrier, and ii) of any claim that has been made to SERVICE PROVIDER's insurers(s) regarding LIMETREE's property or the Services, and shall furnish LIMETREE a written report of any such incident or claim within three (3) days of its occurrence.

8.4 SERVICE PROVIDER shall provide LIMETREE ten (10) business days' notice of any site visit or Facility audit required by SERVICE PROVIDER'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.

8.5 LIMETREE may place other insurance for SERVICE PROVIDER, at LIMETREE's own cost and expense and at LIMETREE's sole discretion. SERVICE PROVIDER 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 SERVICE PROVIDER.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL LIMETREE BE LIABLE TO SERVICE PROVIDER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL.

The aggregate liability of a Party under this Agreement, including but not limited to any liability arising under Section 7 above, shall not exceed two (2) times the compensation payable hereunder, except that the foregoing limitation shall not apply to any liability arising directly out of such Party's gross negligence or willful misconduct.

LIMETREE acknowledges that LIMETREE'S refining and other activities involve inherent risk and that SERVICE PROVIDER'S Services and any recommendations resulting therefrom will not guarantee that no future releases or other adverse events may occur at LIMETREE's facilities.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall be effective on the Effective Date and shall continue in full force and effect until completion of the services specified in the Task Order or until terminated as permitted herein.

10.2 Termination for Convenience.

(a) LIMETREE may terminate this Agreement at any time upon written notice to Service Provider. Upon termination, Service Provider will not be entitled to receive any further payments other than for services rendered to the LIMETREE prior to the date of termination of this Agreement.

(b) Service Provider may terminate this Agreement at any time upon 30 days prior written notice to LIMETREE. Upon termination, Service Provider will not be entitled to receive any further payments other than for services rendered to the LIMETREE prior to the date of termination of this Agreement, and any other payments that may be mutually agreed in writing. The terms and conditions of this Section 10.2 shall survive termination of this Agreement.

10.3 Termination for Breach. If one party defaults in the performance of, or fails to perform, any of its material obligations under this Agreement, and such default is not remedied, or significant progress is not made towards resolving such default, within ten (10) days of the receipt of written notice from the non-defaulting party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice and avail itself of any and all rights and remedies to which it may be entitled by law or in equity. If this Agreement is terminated pursuant to this Section 10.3 on account of a breach by Service Provider of its material obligations under the Agreement, then Service Provider will not be entitled to receive any further payments other than for services rendered to LIMETREE prior to the date of termination.

10.4 Termination for Bankruptcy. Either party may terminate this Agreement effective immediately without liability upon written notice to the other if any one of the following events occurs: (i) the other party files a voluntary petition in bankruptcy or an involuntary petition is filed against it, (ii) the other party is adjudged to be bankrupt, (iii) a court assumes jurisdiction of the assets of the other party under the federal reorganization act, (iv) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other party, (v) the other party becomes insolvent or suspends business, or (vi) the other party makes an assignment of its assets for the benefit of its creditors.

10.5 Return of LIMETREE Materials. Upon expiration or termination of this Agreement for any reason, or at any time upon request by LIMETREE, Service Provider will immediately return to the LIMETREE all property belonging to LIMETREE, including without limitation all Confidential Information in the Service Provider's possession or control, any and all notes, drawings, lists, memoranda, magnetic disks or tapes, or other recording media containing such Confidential Information, whether alone or together with non-confidential information, all documents, reports, files, memoranda, records, software, credit cards, door and file keys, computer access codes, disks and instructional manuals, or any other physical or personal property that Service Provider received, prepared, or helped prepare in connection with its performance of services under this Agreement. If any such property is not in Service Provider's possession and control, Service Provider will use its best efforts to obtain and return the same and Service Provider will not retain any copies, duplicates, reproductions, or excerpts thereof, nor will it show or give any of the above to any third party.

10.6 Survival. Termination or expiration of this Agreement or any Task Order shall not cancel or terminate any rights and/or obligations which arose prior to the effective date of termination or expiration and which must continue to give effect to their meaning at the time such right and/or obligation arose.

11. NOTICES

Any notice or approval required or permitted under this Agreement will be given in writing and will be sent by facsimile, courier or mail postage prepaid, to the address specified below or to any other address that may be designated by prior notice. Any notice or approval delivered by facsimile (with verbal confirmation of receipt) will be deemed to have been received the day it is sent. Any notice or approval sent by courier will be deemed received one day after its date of posting. Any notice or approval sent by mail will be deemed to have been received on the 5th business day after its date of posting.

If to LIMETREE:

Limetree Bay Refining, LLC
1 Estate Hope
Christiansted, VI 00820
Attn: Mary Thomas
Email: mthomas@lbenergy.com

If to Service Provider:

Telaxe Inc, d.b.a. Coking.com
3901 Kings Row
Reno, NV 89503
Attn: Evan Hyde
Email: evan@coking.com

And copied to:

General Counsel
1 Estate Hope
Christiansted, U.S. Virgin Islands 00820-5652
Email: generalcounsel@lbenergy.com

12. GENERAL

12.1 Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

12.2 Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Parties hereto.

12.3 Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

12.4 Assignment. LIMETREE may assign its rights and obligations hereunder to any person or entity who succeeds to all or substantially all of LIMETREE's business or that aspect of LIMETREE's business in which Service Provider is principally involved, provided 10 days prior written notice is given to the Service Provider. Service Provider's rights and obligations under this Agreement may not be assigned without the prior written consent of LIMETREE.

12.5 Benefit. All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the Parties hereto and shall inure to the benefit of their respective successors and permitted assigns. Nothing in this Agreement shall be construed to create any rights or obligations except among the Parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement except as provided herein.

12.6 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the U. S. Virgin Islands without giving effect to the conflict of law principles thereof.

12.7 Jurisdiction and Service of Process. Any legal action or proceeding with respect to this Agreement shall be brought in the territorial or federal courts of St. Croix, U.S. Virgin Islands. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each of the parties hereto irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by

the mailing of copies thereof by certified mail, postage prepaid, to the party at its address set forth in Section 11 hereof.

12.8 Dispute Resolution. If there is a dispute between LIMETREE and SERVICE PROVIDER 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.

12.8.1 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. 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 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.

12.8.2 SERVICE PROVIDER will cause a provision substantively the same as this Section to be included in any contract between SERVICE PROVIDER 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. SERVICE PROVIDER shall require any and all employees, agents or subcontractors of SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER’s obligations pursuant to this Agreement.

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

12.8.4 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.

12.8.5 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 SERVICE PROVIDER agree as follows:

PROFESSIONAL SERVICES AGREEMENT – LTR-456

12.8.5.1 LIMETREE has entered into a Dispute Resolution Program ("DRP") with its employees to resolve employment and personal injury claims through arbitration processes. SERVICE PROVIDER 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 SERVICE PROVIDER.

12.8.5.2 SERVICE PROVIDER shall submit any dispute to which it is a party, with an Employee of or Applicant for employment with LIMETREE or with SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER under the "Dispute Resolution" provisions of this Agreement.

12.8.5.3 All SERVICE PROVIDER employees will be required to sign the **RELEASE AND WAIVER OF RIGHTS BY INDIVIDUALS ENTERING LIMETREE BAY REFINING PREMISES** (Attachment 2) document prior to entry into LIMETREE facilities.

12.9 Severability. The Parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision or the geographic area covered thereby, the Parties agree that the court making such determination shall have the power to reduce the duration and/or geographic area of such provision, and/or to delete specific words and phrases ("blue-penciling"), and in its reduced or blue-penciled form such provision shall then be enforceable and shall be enforced.

12.10 Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect the meaning or construction of, any of the terms or provisions hereof.

12.11 No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

12.12 Independent Contractor. LIMETREE and Service Provider agree that the relationship of Service Provider to LIMETREE is at all times that of an independent contractor and not that of an employee, partner or joint-venture of or with LIMETREE. Service Provider shall not have any right, power or authority to create and shall not represent to any person that it has the power to create any obligation, express or implied, on LIMETREE's behalf without the express written consent on the LIMETREE. 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.

12.13 Conflict of Interest. SERVICE PROVIDER 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, SERVICE PROVIDER 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 SERVICE PROVIDER permit any person described in (i), (ii) or (iii) above, to have any financial or economic interest in SERVICE PROVIDER or any subsidiary or affiliate of SERVICE PROVIDER. If SERVICE PROVIDER 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, SERVICE PROVIDER will report the request immediately to LIMETREE in the manner provided for the giving of notice under this Agreement. The failure by SERVICE PROVIDER to adhere strictly to the provisions of this Article shall be deemed by SERVICE PROVIDER 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 or required 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 SERVICE PROVIDER.

12.14 Order of Precedence 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) The Agreement
- b) Schedules by latest issue date
- c) Reference documents by latest issue date

12.15 Compliance with Laws. SERVICE PROVIDER 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 OSHA and other worker safety/industrial hygiene laws and rules. LIMETREE shall not be liable for, and SERVICE PROVIDER shall defend, indemnify and hold the Indemnified Parties harmless against any claims arising out of or related to any violation by SERVICE PROVIDER of any such laws, regulations, ordinances or rules.

(a) If required by law, SERVICE PROVIDER shall qualify as a foreign entity doing business in the Virgin Islands, obtain a business license authorizing the SERVICE PROVIDER 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.

12.16 Consequential Damages. Except for Claims seeking indemnity under Paragraph 7 of this Agreement, neither Party shall assert a Claim against the other or be liable to the other for punitive, indirect, incidental or consequential damages, loss of profits, loss of product or business interruption however it be caused, including the fault or negligence of either Party. SERVICE PROVIDER shall cause a similar waiver to be inserted in any contract entered into with any subcontractor in connection with the performance of the Work.

PROFESSIONAL SERVICES AGREEMENT – LTR-456

12.17 Counterparts. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, as well as via facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. WORK IS TO BE CONDUCTED IN ACCORDANCE WITH ATTACHMENT 1 AND CORRESPONDING EXHIBITS AS APPLICABLE:

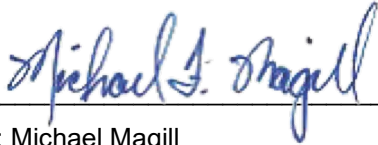
IN WITNESS WHEREOF, the Parties have set their hands and seals to this Agreement as of the Effective Date written above.

{SIGNATURE PAGE TO FOLLOW}

LIMETREE BAY REFINING, LLC

PROFESSIONAL SERVICES AGREEMENT – LTR-456

LIMETREE BAY REFINING, LLC


By: 

Name: Michael Magill

Title: Director, Supply Chain Management

ACCEPTED BY:

{Service Provider Company Name}

By: 

Name: EVAN HYDE

Title: President

LIMETREE BAY REFINING, LLC

Date: x/xx/20__

Agreement: LTR-XXX

{Service Provider Company Name}

Task Order Assignment No. x – {Task Order Title}

PO No. 61000xxx

Service Provider Reference No. xxxxxxxx

SCHEDULE A

Pursuant to the Professional Services Agreement LTR-XXX between Limetree Bay Refining, LLC (“LIMETREE”) and {Service Provider Company Name} (“Service Provider”) dated {DATE} LIMETREE hereby awards and Service Provider hereby accepts the following Task Order in accordance with the terms and conditions of the Professional Services Agreement and as set forth below:

1. **Type of Services**2. **Scope of Work**3. **Schedule**

Service Provider shall perform the services in accordance with the following schedule, unless otherwise agreed by the Parties.

TaskCompletion Date4. **Price Basis**5. **Not-to-Exceed Budget**6. **Compensation Terms**

Reference Schedule B

7. **Reporting Requirements**

Monthly invoicing will contain a listing of contributors and hours charged for each week, and will be accompanied by a listing of the work performed during the week. Invoices will also include an itemized listing of reimbursable expenses incurred during the week. Receipts will be provided upon request.

8. **Deliverables**9. **Other Requirements**

None noted

{Signature page to follow}

ISSUED BY:

LIMETREE BAY REFINING, LLC

By: EXAMPLE TASK ORDER FORM

Name:

Title:

ACCEPTED BY SERVICE PROVIDER:

{Service Provider Company Name}

By: EXAMPLE TASK ORDER FORM

Name:

Title:

LIMETREE BAY REFINING, LLC

Date: x/xx/20__

AGREEMENT: LTR-XXX

{Service Provider Company Name}

Task Order Assignment No. x – {Task Order Title}

PO No. 61000xxx

Service Provider Reference No. xxxxxxxx

SCHEDULE B**FEES**1. Amounts Due

Invoicing will be monthly for the previous month's work period. Payments will be rendered net 30 days in US dollars via funds drawn from a US bank.

2. Payment Terms

Unless otherwise set forth in the Task Order, Service Provider shall invoice LIMETREE on a monthly basis for all work performed during the previous month. Monthly invoices will contain a listing of contributors and hours charged for each month, and will be accompanied by a listing of the work performed during the month. Invoices will also include an itemized listing of reimbursable expenses incurred during the month. Receipts shall be provided with the invoice.

LIMETREE shall pay Service Provider for work performed in accordance with the attached Rate Schedule. Billable rates are considered to include all costs associated with the work provided by Service Provider including overhead and profit. Such Billable rates are in effect for the term of the Agreement unless modified by consent of both parties. The billable rates provided in the Rate Schedule do not include costs associated with reimbursable expenses.

In no event shall Service Provider be compensated or reimbursed for any overtime, weekend, holiday or other such labor premium rates in excess of the hourly rates specified in a Rate Schedule to this Agreement. LIMETREE will reimburse Service Provider for any reasonable and authorized travel, lodging, sustenance and other reasonable out-of-pocket expenses incurred by personnel in the course of performing the obligations hereunder, provided that Service Provider furnishes LIMETREE with receipts along with the invoice for these expenses.

All invoices shall be electronically scanned and emailed directly to LIMETREE at LBEnergyInvoiceCapture@concursolutions.com. All invoices shall be paid in US dollars unless otherwise agreed upon in a schedule to this Agreement. Payment shall be net 30 days after receipt of correct invoice by LIMETREE. Invoices will be deemed correct if no challenge is received by Service Provider within 10 days of an invoices' receipt by LIMETREE. If the Service Provider has any question as to whether or not expenses shall be considered reimbursable by the LIMETREE, the Service Provider shall request the LIMETREE's approval of such expense prior to incurring any costs.

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 SERVICE PROVIDER in the USVI. The rate

PROFESSIONAL SERVICES AGREEMENT – LTR-456

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 SERVICE PROVIDER's USVI business license and either a VI Form W-8ECI or US Form W-8, as satisfactory proof that the SERVICE PROVIDER 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.

PROFESSIONAL SERVICES AGREEMENT – LTR-456

ATTACHMENT 1**STANDARD CONTRACT EXHIBITS
TABLE OF CONTENTS**

<u>Exhibit No.</u>	<u>Description / Title</u>
1	EQUIPMENT & TOOL VERIFICATION
2	TERMINAL RULES AND PROCEDURES
3	FIRE RETARDANT CLOTHING
4	TIMEKEEPING AND INVOICE PREPARATIONS
5	“RIGHT-TO-KNOW” AND SAFETY COMPREHENSION TRAINING
6	COMPLIANCE WITH LIMETREE SECURITY AND AUTOMATED TIMEKEEPING PROCEDURES
7	CONTRACTOR DRUG, ALCOHOL AND CONTRABAND POLICY
8	SAFETY GUIDELINES AND REQUIREMENTS FOR CONTRACTORS
9	HIRING LIMETREE EMPLOYEE RELATIVES
10	MANPOWER REQUISITIONING
11	LIMETREE’S VIOLENCE FREE POLICY
12	PROHIBITED CONDUCT
13	CUSTOMS INSTRUCTIONS FOR CONTRACTORS
14	GENERAL CONSIDERATIONS FOR CONTRACTORS DOING BUSINESS IN THE U.S. VIRGIN ISLANDS
15	TRAFFIC SAFETY RULES
16	TERMINAL FOOT PROTECTION POLICY
17	CONTRACTOR SAFETY AUDITS
18	CONTRACTOR’S EMPLOYEES
19	STATEMENT OF POLICY RELATING TO CONFLICTS OF INTEREST BETWEEN EMPLOYEE AND COMPANY
	CORPORATE SAFETY, HEALTH AND FIRE STANDARDS
20	STATEMENT OF POLICY RELATING TO WIRELESS NETWORKS BETWEEN CONTRACTOR AND COMPANY
21	STATEMENT OF POLICY RELATING TO WIRELESS NETWORKS BETWEEN CONTRACTOR AND COMPANY

ATTACHMENT 1

**STANDARD CONTRACT EXHIBITS
TABLE OF CONTENTS**

<u>Exhibit No.</u>	<u>Description / Title</u>
22	PERSONAL H2S DETECTOR AND ALARM
23	POLICY ON USE OF PORTABLE ELECTRONIC COMMUNICATION DEVICES
24	INBOUND SHIPMENTS TO ST. CROIX FOR LIMETREE
25	DEPARTMENT OF TRANSPORTATION HAZMAT TRAINING REQUIREMENTS
26	QUALITY ASSURANCE AND QUALITY CONTROL REQUIREMENTS
27	LIMETREE CODE OF BUSINESS CONDUCT & ETHICS

Standard Contract Exhibits are available at the following link:

https://www.limetreebayenergy.com/files/Limetree_Contract_Standard_Exhibits.pdf

ATTACHMENT 2

**RELEASE AND
WAIVER OF RIGHTS BY INDIVIDUALS
ENTERING LIMETREE BAY REFINING PREMISES**

Please read carefully, then sign.

I, the undersigned, desire to enter the Limetree Bay Refining, LLC (“Limetree”) Facility (the “Facility” or the “premises”). I understand that this is a fully operational industrial facility and that certain hazardous chemicals are present at the Facility. I have received notice of potential hazardous conditions pursuant to 29 C.F.R. §1910.1200 and I have been given a right-to-know seminar and other safety instruction in order to recognize minimum required safety precautions which I am required to follow in order to protect myself and others from harm.

I understand and I agree that I am required to follow all Limetree rules, policies and procedures while on Limetree premises. By my entry on to the Limetree premises, I acknowledge and knowingly assume all risk of harm associated with and/or relative to my conduct while on the premises.

I understand that it is not the duty of Limetree’s officers, agents, employees, members, managers or contractors to ensure my safety. Furthermore, I warrant that I am in good physical condition and am sufficiently competent to handle the task for which I enter the premises.

I understand that I am responsible for my own conduct and decisions while on the Limetree premises. I agree to act in a safe and cooperative manner while on the Limetree premises.

I release and hold harmless Limetree, and its members, managers, officers, directors, employees, agents, parents, indirect equity owners, affiliates, successors and assigns, and also specifically including the Hovensa Environmental Responses Trust and their respective parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, successors and assigns, the Government of the U.S. Virgin Islands as well as contractors and subcontractors on the premises, and their respective parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, successors and assigns, attorneys and volunteers, as the cases may be (all of which are collectively referred to herein as “Limetree”), FROM ANY AND ALL CLAIMS, DAMAGES (INCLUDING PERSONAL OR BODILY INJURY, PROPERTY, DEATH OR CONSEQUENTIAL DAMAGES), LIABILITY, and/or CAUSES OF ACTION by or to me, or by or to any other party (“Damages”), arising in any way out of my presence at the Facility, except if caused by the sole gross negligence of Limetree.

I further state that I am of lawful age and legally competent to sign this affirmation and release. I understand that the terms of this document are contractual and I have signed this document as my own free act.

I understand that this waiver shall be binding upon and to the benefit of the parties hereto and their respective successors, assigns, heirs and administrators.

Any dispute, controversy, or claim arising in any way out of my presence at the Facility shall be settled by final and binding arbitration. The arbitration shall be administered by the American Arbitration Association or its International Center for Dispute Resolution in accordance with its Commercial Arbitration Rules, to include the Optional Rules for Complex Commercial Disputes. Unless I elect otherwise, Limetree will pay for the cost of the arbitration, exclusive of my legal fees. Moreover, judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

PROFESSIONAL SERVICES AGREEMENT – LTR-456

I further agree that the number of arbitrators shall be one (1) and the place of arbitration shall be the United States Virgin Islands or at such other place that is mutually agreeable to all parties in the dispute and the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall apply U.S.V.I. law without regard to choice of law rules.

All notices by one party to the other in connection with the arbitration shall be in writing and shall be deemed to have been duly given or made if delivered or mailed to the recipient party's last known address by registered air mail or certified mail, return receipt requested and duly received if within the United States of America, (including the U.S. Virgin Islands) or by international courier with proof of receipt, outside of the United States of America.

I WAIVE TRIAL BY JURY IN ANY ACTION BY OR AGAINST LIMETREE, OR IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, INCLUDING, BUT NOT LIMITED TO, ACTIONS SOUNDING IN TORT, CONTRACT, AND FRAUD OR OTHERWISE.

I understand that this waiver of rights shall be interpreted in accordance with the law of the United States Virgin Islands. If any portion of this waiver is against the public policy of the Virgin Islands, it shall be construed to provide the greatest possible waiver and release of liability permitted by Virgin Islands law.

The invalidity or unenforceability of any particular provision, including a portion or part thereof, of this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

I HAVE READ THE CONTENTS OF THIS AFFIRMATION AND RELEASE. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM WAIVING LEGAL RIGHTS, INCLUDING LEGAL RIGHTS THAT I MAY NOT KNOW ABOUT OR MAY NOT HAVE UNTIL SOMETIME IN THE FUTURE. I DO SO KNOWINGLY AND VOLUNTARILY.

I FURTHER ACKNOWLEDGE RECEIPT AND REVIEW OF LIMETREE'S NOTICE OF PROHIBITED CONDUCT AND UNDERSTAND THAT COMPLIANCE WITH SAME IS A MANDATORY CONDITION OF MY BEING PERMITTED ON THE PREMISES.

Witness Signature

Entrant Signature

Witness - Print Name

Entrant - Print Name

Date

Date

Attachment 7 - Email - Invoice Late Payment Reply Crowder.pdf

Description -



Evan Hyde <evan@coking.com>

Coking.com invoice outstanding

2 messages

Barry.Crowder <bcrowder@lbenergy.com>
To: Evan Hyde <evan@coking.com>
Cc: "Barry.Crowder" <bcrowder@lbenergy.com>

Thu, Jul 15, 2021 at 9:55 AM

Good morning Evan,

I received your voice mail and I thought I would just send you an email in response.

I received your email on Monday about your invoice still being outstanding. I forwarded that to the Finance group and I received a reply from our Controller that you would be put on the high priority list, but he couldn't give me an ETA on payment. I just responded to his email again, and I am waiting to see if he can give me some type of status update on your payment.

Sorry I can't give you more definitive news. As soon as I receive a response, I will let you know.

Respectfully,

Barry Crowder

Contracts Manager

Limetree Bay Refining, LLC
bcrowder@lbenergy.com

mobile: 340-473-6519

office: 340-692-3730
1 Estate Hope | Christiansted, VI 00820-5652

Evan Hyde <evan@coking.com>
To: "Barry.Crowder" <bcrowder@lbenergy.com>

Thu, Jul 15, 2021 at 10:25 AM

Cc: "Barry.Crowder" <bcrowder@lbenergy.com>

Thank you for the update. I feel for everyone down there given the news today. - Evan

[Quoted text hidden]

--

Evan Hyde
Director of Field Services
+1.310.895.5583
evan@coking.com
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Attachment 8 - Invoice 236 - LBR audit v1.pdf

Description -

Coking.com
5301 Kings Row
Reno, NV 89503



INVOICE to [Limetree Bay Refining, LLC](#)
[C/O Concur Invoice Capture](#)
[10700 Prairie Lakes Drive](#)
[Eden Prairie, MN 55344](#)

Project No. [2105020](#)
PO [6200001553](#)

Invoice [236](#)
Date [6/29/21](#)
Term [Net 10d](#)
Due Date [7/9/21](#)

Date	Activity	Description	Qty	Rate	Amount
		DCU Audit			\$ 151,478.00

ACH/Wire Transfers

Name Telaxe Inc, d.b.a. Coking.com
Type Checking
Bank Chase, 425 Washington St, Boston, MA 02108
Routing 021000021
Account 726677997
SWIFT CHASUS33

subtotal	\$	151,478.00
Tax Rate		0%
Sales Tax	\$	-
Other	\$	-
Total	\$	151,478.00

Thank you for your Business !

Telaxe Inc, d.b.a. Coking.com 3901 Kings Row, Reno NV 89503 USA
Phone: +1.724.426.5465 Fax: +1.775.260.1950 Email – evan@coking.com

Attachment 9 - Email - Report Sent to EPA and LBR.pdf

Description -



Evan Hyde <evan@coking.com>

DCU Audit Report - LimeTree Bay by Coking.com

1 message

Evan Hyde <evan@coking.com>

Thu, Jun 24, 2021 at 10:45 PM

To: buettner.robert@epa.gov, Patel.harish@epa.gov, rodriguez.nancy@epa.gov, Foley.patrick@epa.gov, villatora.liliana@epa.gov, froikin.sara@epa.gov, verline.marcellin@dpr.vi.gov, jp.oriol@dpr.vi.gov, jrinker@lbenergy.com, "Johnson Koch, LeAnn M. (Perkins Coie)" <LeAnnJohnson@perkinscoie.com>

Cc: Gary Pitman <gary@coking.com>, Ryan Schoel <ryan@coking.com>

Hello all,

Attached is the final report for the DCU audit at LBR. Please contact me if you have any questions or clarifications required.

The report file is quite large (70Mb) and a ZIP file of the report and supporting files (244Mb). Please confirm you are able to access it.

 [Limetree Bay DCU Audit Report ALL FILES.zip](#)

 [Limetree Bay DCU Audit Cokingcom FINAL v0.pdf](#)

Sincerely,

Evan

--

Evan Hyde
Director of Field Services
+1.310.895.5583
evan@coking.com
< = >

Attachment 10 - Email - LBR Invoice Submission.pdf

Description -



Evan Hyde <evan@coking.com>

Invoice - PO 6200001553

5 messages

Evan Hyde <evan@coking.com>

Tue, Jun 29, 2021 at 10:00 AM

To: "Barry.Crowder" <bcrowder@lbenergy.com>, LBENERGYINVOICECAPTURE@concursolutions.com

Hi Barry et al,

Attached is the invoice for the DCU audit performed by Coking.com. Please let me know if you have any questions or concerns.

I have also attached the PO and SOW for reference.

Thanks

Evan

--

Evan Hyde
Director of Field Services
+1.310.895.5583
evan@coking.com
< = >

3 attachments**Invoice 236 - LBR audit.pdf**

69K

**PO-LBR# (6200001553) Coking-Com (Evaluation and Audit - Coker).pdf**

23K

**LTR-456 Coking-Com LBR TASK ORDER 1 Signed & Executed 6-14-21.pdf**

1241K

Evan Hyde <evan@coking.com>

Thu, Jul 1, 2021 at 11:27 AM

To: "Barry.Crowder" <bcrowder@lbenergy.com>, LBENERGYINVOICECAPTURE@concursolutions.com

Hello Barry et al,

I noticed a small typo in our invoice with the bank routing number. It was missing the leading digit = 0. The banking form supplied during the initial vendor setup was correct so I hope this was already correct in your system.

Attached is the corrected invoice.

Evan

[Quoted text hidden]



Evan Hyde <evan@coking.com>

Mon, Jul 12, 2021 at 12:24 PM

To: "Barry.Crowder" <bcrowder@lbenergy.com>, LBENERGYINVOICECAPTURE@concursolutions.com

Hello Barry,

Just touching base on the payment of our invoice. It was due on Friday, 7/9, and I have not seen anything posted yet. When do you expect to have it processed?

Thanks

Evan

[Quoted text hidden]

Barry.Crowder <bcrowder@lbenergy.com>

Mon, Jul 12, 2021 at 12:39 PM

To: Evan Hyde <evan@coking.com>, "LBENERGYINVOICECAPTURE@concursolutions.com"

<LBENERGYINVOICECAPTURE@concursolutions.com>

Cc: "Barry.Crowder" <bcrowder@lbenergy.com>

Good afternoon Evan,

I am not involved with the payments side of the business, but let me see if I can reach out and get an answer for your.

Respectfully,

Barry Crowder

Contracts Manager**Limetree Bay Refining, LLC****bcrowder@lbenergy.com**

mobile: 340-473-6519

office: 340-692-3730

1 Estate Hope | Christiansted, VI 00820-5652

From: Evan Hyde <evan@coking.com>**Sent:** Monday, July 12, 2021 12:24 PM**To:** Barry.Crowder <bcrowder@lbenergy.com>; LBENERGYINVOICECAPTURE@concursolutions.com**Subject:** [EXTERNAL] Re: Invoice - PO 6200001553

Warning: Email received from outside the Limetree Bay domain. Use caution before clicking on any links, opening any attachments, or providing sensitive data.

[Quoted text hidden]

[Quoted text hidden]

Evan Hyde <evan@coking.com>
To: "Barry.Crowder" <bcrowder@lbenergy.com>

Mon, Jul 12, 2021 at 1:57 PM

Thanks!

[Quoted text hidden]

Attachment 11 - Email - LBR Acknowledgement of Order and PO.pdf

Description -



Evan Hyde <evan@coking.com>

LTR-456 Coking.Com LBR Task Order 1 Signed & Executed with Approved Purchase Order

1 message

Ashley.Scotland <Ascotland@lbenergy.com>

Mon, Jun 14, 2021 at 2:05 PM

To: Evan Hyde <evan@coking.com>

Cc: "Barry.Crowder" <bcrowder@lbenergy.com>, "Michael.Magill" <mmagill@lbenergy.com>

Good Day Evan,

Attached you will find LTR-456 Coking.Com LBR Task Order 1 Signed & Executed with Approved Purchase Order.

Best,

Ashley

From: Evan Hyde <evan@coking.com>

Sent: Sunday, June 13, 2021 11:02 AM

To: Ashley.Scotland <Ascotland@lbenergy.com>

Subject: Re: [EXTERNAL] Re: PSA after legal review / For signature

Warning: Email received from outside the Limetree Bay domain. Use caution before clicking on any links, opening any attachments, or providing sensitive data.

Hi Ashley,

Thank you for making the changes. Attached you will find the signed copy from my end. Do we need to do any other paperwork?

Evan

On Fri, Jun 11, 2021 at 3:42 PM Ashley.Scotland <Ascotland@lbenergy.com> wrote:

See attached.

Best,

Ashley

From: Evan Hyde <evan@coking.com>
Sent: Friday, June 11, 2021 3:12 PM
To: Ashley.Scotland <Ascotland@lbenergy.com>
Subject: Re: [EXTERNAL] Re: PSA after legal review / For signature

Warning: Email received from outside the Limetree Bay domain. Use caution before clicking on any links, opening any attachments, or providing sensitive data.

Thanks!

On Fri, Jun 11, 2021 at 3:07 PM Ashley.Scotland <Ascotland@lbenergy.com> wrote:

I can make the adjustment, and resend.

Best,

Ashley

From: Evan Hyde <evan@coking.com>
Sent: Friday, June 11, 2021 3:05 PM
To: Ashley.Scotland <Ascotland@lbenergy.com>
Subject: Re: [EXTERNAL] Re: PSA after legal review / For signature

Warning: Email received from outside the Limetree Bay domain. Use caution before clicking on any links, opening any attachments, or providing sensitive data.

Hi Ashley,

It look ok with the exception of the payment terms. In the PSA, we agreed a correct invoice verification period was reduced from 60 to 10 days. Is this change also required here or will the PSA govern?

Thanks

Evan

On Fri, Jun 11, 2021 at 11:18 AM Ashley.Scotland <Ascotland@lbenergy.com> wrote:

Good Day Evan,

I know that you already signed this document, but I added the PO number to the Task Order and a conflict note to Attachment A –

Conflicts

To the extent there is any conflict between Attachment A to the Task Order Assignment No. 1 and the Professional Services Agreement, this Attachment A shall control. This clause also replaces Section 12.14 of the PSA to the extent of any such conflict.

Best,

Ashley

From: Evan Hyde <evan@coking.com>

Sent: Wednesday, June 2, 2021 11:12 AM

To: Barry.Crowder <bcrowder@lbenergy.com>

Cc: Michael.Magill <mmagill@lbenergy.com>; Ashley.Scotland <Ascotland@lbenergy.com>;

Samantha.DaCosta <sdacosta@lbenergy.com>; Mary.Thomas <mThomas@lbenergy.com>

Subject: Re: [EXTERNAL] Re: PSA after legal review / For signature

Warning: Email received from outside the Limetree Bay domain. Use caution before clicking on any links, opening any attachments, or providing sensitive data.

Hi Barry,

Excellent! Attached is the signed PSA from my end. I only signed the main PSA since schedule A and B are

incomplete. I'm guessing those will come with the PO.

I will assemble the Attachment 2 for the team and send them over soon.

Evan

On Wed, Jun 2, 2021 at 10:49 AM Barry.Crowder <bcrowder@lbenergy.com> wrote:

Good morning Evan,

Your redlines were review by our Legal Department and accepted. Please find the PSA for your signature.

As far as your travel plans go, I haven't been able to determine who your contact will be onsite. They will be responsible for your accommodations and the training.

Do you have a name of anyone onsite that your are going to coordinate with?

Thanks and stay well.

Respectfully,

Barry Crowder

Contracts Manager

Limetree Bay Refining, LLC
bcrowder@lbenergy.com

mobile: 340-473-6519

office: 340-692-3730
1 Estate Hope | Christiansted, VI 00820-5652

From: Evan Hyde <evan@coking.com>
Sent: Tuesday, June 1, 2021 8:35 PM
To: Barry.Crowder <bcrowder@lbenergy.com>
Cc: Michael.Magill <mmagill@lbenergy.com>; Ashley.Scotland <Ascotland@lbenergy.com>;

Samantha.DaCosta <sdacosta@lbenenergy.com>; Mary.Thomas <mThomas@lbenenergy.com>
Subject: [EXTERNAL] Re: PSA after legal review /

Warning: Email received from outside the Limetree Bay domain. Use caution before clicking on any links, opening any attachments, or providing sensitive data.

Hi Barry,

I asked my lawyer to take a look at clause 7 since it is super broad. He suggested the following small edits to section 9 based on the scope of the EPA order and our anticipated work. See the attached file. Otherwise, the edits you sent are ok from our end. I hope we can have this sealed up tomorrow.

It's looking like travel will be on Thursday or Friday for us and therefore, we might need to start on Saturday. Will that be a problem logistically? Maybe not the best question for you in procurement but perhaps you know who to ask. Thanks

Evan

Evan

On Tue, Jun 1, 2021 at 6:15 PM Evan Hyde <evan@coking.com> wrote:

Barry,

Thanks for the quick turnaround. I have a call into my lawyer to talk about the indemnity clause. I will get back to you ASAP.

Evan

On Jun 1, 2021, at 17:52, Barry.Crowder <bcrowder@lbenenergy.com> wrote:

Good afternoon Evan,

Please find the attached PSA after our legal review of your redline comments.

Thanks and stay well.

Respectfully,

Barry Crowder

Contracts Manager

Limetree Bay Refining, LLC
bcrowder@lbenergy.com

mobile: 340-473-6519

office: 340-692-3730
1 Estate Hope | Christiansted, VI 00820-5652

<[Coker.com](#) June 1 LBR Redline.docx>

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Evan Hyde

Director of Field Services

+1.310.895.5583

evan@coking.com

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+1.310.895.5583

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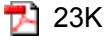
2 attachments



LTR-456 Coking-Com LBR TASK ORDER 1 Signed & Executed 6-14-21.pdf

1241K

PO-LBR# (6200001553) Coking-Com (Evaluation and Audit - Coker).pdf



Attachment 12 - Limetree Bay 303 Order - CAA-02-2021-1003.pdf

Description -

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2**

In the matter of)	
)	
Limetree Bay Terminals, LLC)	
)	
1 Estate Hope)	CLEAN AIR ACT
Christiansted, Virgin Islands 00820)	EMERGENCY ORDER
)	CAA-02-2021-1003
And)	
)	
Limetree Bay Refining, LLC)	
)	
1 Estate Hope)	
Christiansted, Virgin Islands 00820)	
)	
Respondents.)	
)	
Proceeding under Section 303 of)	
the Clean Air Act, 42 U.S.C. § 7603)	
)	

STATEMENT OF AUTHORITY

This emergency order (“Order”) is issued to Limetree Bay Terminals, LLC (“LBT”) and Limetree Bay Refining, LLC (“LBR”) (collectively, “Limetree” or “Respondents”) pursuant to the authority granted to the Administrator of the United States Environmental Protection Agency (“EPA”) by Section 303 of the Clean Air Act (“CAA” or “the Act”), 42 U.S.C. § 7603, to protect public health or welfare, or the environment. The authority to issue this Order has been delegated by the Administrator of EPA to the Regional Administrator for EPA Region 2, and redelegated to the Director of the Caribbean Environmental Protection Division, by Delegation No. 7-49. This Order is issued by the Director of the Caribbean Environmental Protection Division, of EPA Region 2.

Section 303 of the Act provides that:

[T]he Administrator, upon receipt of evidence that a pollution source or

combination of sources (including moving sources) is presenting an imminent and substantial endangerment to public health or welfare, or the environment, may bring suit on behalf of the United States in the appropriate United States district court to immediately restrain any person causing or contributing to the alleged pollution to stop the emission of air pollutants causing or contributing to such pollution or to take such other action as may be necessary. If it is not practicable to assure prompt protection of public health or welfare or the environment by commencement of such a civil action, the Administrator may issue such orders as may be necessary to protect public health or welfare or the environment. Prior to taking any action under this section, the Administrator shall consult with appropriate State and local authorities and attempt to confirm the accuracy of the information on which the action proposed to be taken is based. Any order issued by the Administrator under this section shall be effective upon issuance and shall remain in effect for a period of not more than 60 days, unless the Administrator brings an action pursuant to the first sentence of this section before the expiration of that period. Whenever the Administrator brings such an action within the 60-day period, such order shall remain in effect for an additional 14 days or for such longer period as may be authorized by the court in which such action is brought.

PARTIES BOUND

1. This Order applies to and is binding upon the Respondents, their officers, directors, employees, agents, trustees, receivers, successors, assigns, and all other persons, including but not limited to firms, corporations, limited liability companies, subsidiaries, contractors, consultants, and lessees acting under or on behalf of Respondents in connection with the implementation of this Order.
2. Respondents shall be responsible and liable for conducting the activities specified pursuant to this Order, regardless of who performs the activities. Respondents shall be liable for the conduct of employees, agents, contractors, consultants, or lessees to satisfy the requirements of this Order.
3. No change in the ownership of the facility affected by this Order or the ownership or corporate status of Respondents shall in any way alter, diminish, or otherwise affect the responsibilities of Respondents under this Order. Respondents shall provide a copy of this Order to any successor(s) during the pendency of this Order.

FINDINGS OF FACT

The Director of the Caribbean Environmental Protection Division in EPA Region 2 makes the following Findings of Fact:

4. Prior to issuing this Order, EPA consulted with representatives of the Virgin Islands Department of Planning and Natural Resources (“DPNR”) as required by Section 303 of the Act.

5. This Order concerns a facility located at 1 Estate Hope in Christiansted, Virgin Islands (“Facility”). The Facility includes a marine loading terminal (including storage capacity) and an integrated petroleum refinery (“Refinery” or “Refinery Operations”). The Facility is located on approximately 1,500 acres on the south central coast of St. Croix, U.S. Virgin Islands (“USVI”).

6. Limetree Bay Terminals, LLC is a corporation that owns and/or operates some or all of the Facility. LBT is registered to do business in the U.S. Virgin Islands.

7. The Facility operates under a number of air permits, such as Prevention of Significant Deterioration (“PSD”) and CAA Title V operating permits. LBT is named as the owner and/or operator of the Facility and responsible for Facility Clean Air Act compliance obligations, including for its Refinery Operations, in multiple air permits.

8. The Facility’s Title V operating permit is permit number STX-TV-003-10 (the “Title V Permit”), and it is currently issued to “Limetree Bay Terminals LLC.” The Title V Permit covers the Facility’s Refinery Operations, among others.

9. The Facility also operates under three PSD permits (the “PSD Permits”) that were amended on November 5, 2018 to reflect the transfer of ownership of the Facility from HOVENSA, LLC to “Limetree Bay Terminals, LLC.” Some or all of these PSD permits encompass Refinery Operations.

10. Limetree Bay Refining, LLC is a corporation that owns and/or operates some or all of the Facility, including its Refinery Operations. LBR is registered to do business in the U.S. Virgin Islands.

11. On its website, Limetree describes LBR as “executing a project to refurbish and restart its St. Croix, USVI, deep conversion [petroleum] refinery” with peak processing capacity of 650,000 barrels of petroleum feedstock per day.

12. On July 30, 2018, the Legislature of the Virgin Islands approved an agreement with LBR titled “Refinery Operating Agreement by and among the Government of the Virgin Islands and Limetree Bay Refining, LLC,” dated July 2, 2018.

13. According to the Limetree Title V Permit, the Facility was originally owned and/or operated by Hess Oil Virgin Islands Corporation (“HOVIC”). Facility operations began in 1965. On October 30, 1998, Amerada Hess Corporation, the parent company of HOVIC, and Petroleos de Venezuela, S.A. (“PDVSA”) formed a new corporation, HOVENSA L.L.C. (“HOVENSA”), which acquired ownership and operational control of the St. Croix Refinery formerly known as HOVIC. Limetree and/or its corporate parent or associated business entities acquired the Facility in 2016.

14. Petroleum refineries separate crude oil into a wide array of petroleum products through a series of physical and chemical separation techniques. These techniques include fractionation, cracking, hydrotreating, combination/blending processes, and manufacturing and transport.

15. Limetree has described the Facility's refining operations as being conducted in the East Refinery, which includes crude units, a vacuum unit, a delayed coker unit ("DCU"), platformers, hydrotreaters, fluid catalytic cracking ("FCC"), an alkylation complex, an ultra-low sulfur gasoline unit, and a sulfolane complex. The East Refinery was developed in the 1970s, with the FCC added in 1993 and the DCU built in 2002. LBR Refinery Operations also include two flares (Flare #3 and Flare #8), two sulfur recovery units, one incinerator and a power generation complex.

16. According to Limetree, LBR started conducting activities to restart the operation of the Refinery in 2018. Among the units that Limetree has since restarted were the following: crude units #5 and #6 (limited capacity), vacuum unit #3, par-isom unit, platformer unit, sulfur recovery units, east incinerator, DCU, hydro-treating units (6, 7, and 9), reverse osmosis water plant, and gas turbines (GT-8, GT-9, GT-10, GT-11, and GT-13).

17. The Facility is located on the island of St. Croix. St. Croix is an island in the Caribbean Sea that is approximately 22 miles long (east to west) and 7 miles wide (north to south). As of the 2010 United States Census, the population of St. Croix was 50,601. The island of St. Croix is divided into nine subdistricts (population): East End (2,453), Anna's Hope Village (4,041), Christiansted (2,626), Sion Farm (13,003), Southcentral (8,049), Northcentral (4,977), Northwest (4,863), Southwest (7,498) and Frederiksted (3,091). The Facility is located on the southern shore of St. Croix, near the middle of the island east to west, within the Southcentral subdistrict.

18. According to EPA review of the National Weather Service data for February through May 2021 for St. Croix's Henry E. Rohlsen Airport meteorological station, the prevailing wind blows from the east and east-southeast to the west and west-

northwest. Wind direction prevalence indicates that communities located within Southcentral, Southwest, Frederiksted, Northwest, and portions of Northcentral are located downwind of the Facility. Among such communities are the following: Clifton Hill, Profit Hills, Kingshill, University of Virgin Islands Campus, Hannah's Rest, Frederiksted, Estate Northside, Smithfield, Upper Bethlehem, Mars Hill, Estate Carlton, Golden Grove, Grove Place, Negro Bay, Williams Delight, Whim, Sandy Point, La Grange, and Prosperity. Many residents live and work in these communities.

The Limetree Refinery

19. Refineries in general emit a whole host of pollutants, ranging from nitrous oxides ("NO_x"), sulfur dioxide ("SO₂"), and carbon monoxide ("CO") to volatile organic compounds ("VOC"), hydrogen sulfide ("H₂S"), and particulate matter "(PM)". NO_x, SO₂, and CO are typically emitted from combustion sources such as heaters, boilers and gas turbines. The VOCs contain light hydrocarbons. During start up, any VOCs are usually conveyed to a flare to be combusted.

20. The Refinery Operations separate crude oil into various components. Light ends (refinery fuel gas ("RFG")) are sent to the Facility's fuel gas system ("East Fuel Gas System"), while naphtha, jet fuel, kerosene, and No. 2 oil are further processed to remove sulfur. The H₂S gas generated from the desulfurization process is sent to the sulfur recovery plant to be treated by two sulfur recovery units.

21. RFG is a mixture of H₂S and other gases that is used to supply fuel to the various process heaters at the Refinery. This RFG collection and distribution system is referred to as the East Fuel Gas System. H₂S is removed from the Refinery fuel gas system using amine scrubbers. The gas that enters amine unit is high in H₂S, and is then processed in a sulfur recovery unit to convert H₂S into elemental sulfur.

22. LBR uses a flare known as Flare #8 to combust excess Refinery gas that contains a mix of H₂S, CO₂, and other gases such as hydrocarbons.

23. Emissions from flaring may include carbon particles (soot), unburned hydrocarbons, CO, partially burned and altered hydrocarbons, NO_x and, if sulfur containing material such as hydrogen sulfide is flared, SO₂.

24. Sulfur compounds going to a flare are converted to SO₂ when burned, though flare efficiency is not 100%. The amount of SO₂ emitted depends directly on the quantity of sulfur in the flared gases.

25. The Refinery has a flare header system that collects and routes gases from process units, ancillary equipment, and the fuel gas system from locations throughout the Refinery to Flare #8. The Flare #8 header system collects gases from numerous areas of the Refinery, including but not limited to the amine units (Nos. 4, 5, 6 and 7), the sulfur recovery units (Nos. 3 and 4), the Coker Unit, and the East Fuel Gas System.¹

26. Flare #8 is a steam assisted flare 230 feet above grade. Gas enters the flare for burning up through 41 staged burner tips.

27. Flare #8 is subject to an H₂S concentration limit specified in 40 C.F.R. § 60.103a(h) (162 parts per million (“ppm”)) determined hourly on a 3-hr rolling average basis), as well as total sulfur (“TS”) root-cause analysis requirements and monitoring requirements specified in 40 C.F.R. § 60.103a(c), and operating limits specified in 40 C.F.R. § 63.670.

¹ The full list of areas that send gas to Flare #8 includes crude unit No. 5; liquified propane gas (“LPG”) treater No. 1; utility area No. 3 (Boilers 6, 7, 8, and 9); powerhouse No. 2 (Gas Turbines); utility area No. 3 (Boiler 10); crude unit No. 6; lean oil absorber/disulfide oil recovery; LPG treater No. 2; amine units (No. 4, 5, 6 and 7); high pressure fuel gas treater; gas recovery unit No. 2; LPG fractionation unit No. 3; deisopentanizer/IC5 Sweetener; vacuum unit No. 3; distillate desulfurizers (No. 6, 7 and 9); platformer & hydrobon No. 3; platformer No. 4; dimersol; flare system (East); benzene stripper (East); sour water strippers (No. 3 and 4); sulfur recovery units (No. 3 and 4); tail gas treating unit; sour water stripper No. 5; flares – low and high pressures; coker unit; coker nitrogen system; west interconnects; East Fuel Gas System; hydrogen tie-ins (east); and butane and propane system.

28. Flare #8 has a maximum vent gas flow rate of 1,500,000 lb/hr, and is not equipped with a Flare Gas Recovery System (“FGRS”).

29. The Flare #8 header is equipped with monitoring instruments to measure volumetric flow, hydrogen sulfide content, total sulfur content, and vent gas composition, to demonstrate compliance with CAA requirements at 40 C.F.R. Part 60, Subpart Ja and 40 C.F.R. Part 63, Subpart CC. The monitoring instrumentation also measures certain other Flare #8 vent gas constituents.

30. The Facility's Title V permit, citing 40 C.F.R. § 60.104(a)(1), bars combustion in various locations at the Facility of fuel gas that contains hydrogen sulfide in excess of 0.1 gr/dscf. Two of these locations include Flare #8 and the East Fuel Gas System.

Refinery Restart

31. On February 1, 2021, EIG Global Energy Partners (“EIG”), a controlling investor in Limetree Bay Ventures, LLC², announced that the Refinery had successfully resumed operations and begun production and commercial sales of refined products.

32. According to a recent statement from LBT and LBR, “Limetree Bay Refining, LLC, restarted [Refinery] operations in February 2021, and is capable of processing around 200,000 barrels per day. Key restart work at the site began in 2018, including the 62,000 barrels per day modern, delayed Coker unit, extensive desulfurization capacity, and a reformer unit to produce clean, low-sulfur transportation fuels that will meet International Marine Organization (“IMO”) standards required under

² Limetree’s website describes Limetree Bay Ventures, LLC, as “a large-scale energy complex strategically located in St. Croix, U.S. Virgin Islands. The complex consists of Limetree Bay Refining, a refinery with peak processing capacity of 650 thousand barrels of petroleum feedstock per day, and Limetree Bay Terminal, a 34-million-barrel crude and petroleum products storage and marine terminal facility serving the refinery and third-party customers.”

international law in 2020. The restart project provided much needed economic development in the U.S.V.I. and created more than 4,000 construction jobs at its peak and more than 600 full-time jobs currently.”

33. Since February 1, 2021, at least four incidents have occurred at the Facility that have each had an immediate and significant health impact on multiple downwind communities.

February 4, 2021 Incident

34. On February 4, a mixture of oil and water, in the form of an oily mist, was emitted as air emissions from Flare #8 at the Facility (the “Feb. 4 Incident”). These emissions included liquid droplets of oil.

35. In a letter sent from Limetree to DPNR on March 3, 2021, Limetree explained the cause of the Feb. 4 Incident as follows (“Limetree 3/3/21 Letter”):

"On February 4, 2021, the Coker unit was shut down for repairs. Operations was preparing to quench and open coke drum D-8504 as part of the normal shut down process. At approximately 02:30hrs, the Coker Drum D-8504 was being prepared to start the procedure for water quenching. The quench water control valve was 100% open, resulting in a large quantity of water entering the drum. The water evaporated quickly after contacting the hot coke. . . . [T]he pressure safety valves opened to relieve pressure . . . A mixture of oil and water vapor was sent to the containment system, exceeding its capacity and ultimately exiting through the No.8 flare."

36. The Limetree 3/3/21 letter further explains the immediate impact of the Feb. 4 Incident on the surrounding community, stating:

“Around 14:30 hrs, calls were received by the Limetree Command Center from residents in the Clifton Hill area complaining of oil droplets on their vehicles and homes. Thereafter, Limetree immediately activated its Incident Command Response to address the impact on the community. . . . Complainants were contacted and told to disconnect their cisterns from the roof spouts if possible. A total of 11 complaints were received on February 4, 2021. On February 5, 2021, Limetree teams were dispatched to follow-up with residents in person and confirmed the presence of oil droplets on cars and homes. Plans were put in place to clean residents' cars and roofs. Additional complaints were made in following

days.”

37. Limetree was aware of the impact this event had on the surrounding community, and paid for various cleaning and decontamination work and provided bottled water to the community. In a March 3, 2021 press release, Limetree stated, “Limetree’s environmental team was able to field verify the area impacted by the release, which was determined to be the Clifton Hill community.”

38. As of March 16, 2021, Limetree had reported to EPA that the Feb. 4 Incident resulted in 193 residences with potential contamination and 148 roofs and 245 cars that required cleaning. Samples were taken from 163 cisterns, and at the time the results of 135 of those samples had been received. 70 of those 135 cisterns were identified as contaminated. At the time, 65 had been reportedly cleaned.

39. Many in the community nearby the Facility rely on cisterns for their household water use. A March 21, 2021 news article explained that, “Ever since the refinery contaminated St. Croix’s groundwater [under HOVENSA’s prior operation], cisterns have become a necessity on the island—catching rain to provide water for residents to drink, wash with or . . . irrigate their vegetable gardens.”

40. Residents also reported that the Feb. 4 Incident resulted in the oily mixture depositing on their vegetable gardens. One resident said that she and her husband ate only from their garden, but that the Feb. 4, 2021 Incident “destroyed all our foods” and “[e]verything was dead.”

41. In an April 29, 2021 meeting with EPA officials, another resident living in the impacted Clifton Hill area explained that he collected water from his roof in a cistern, for filtration for drinking water and for his sheep. The Feb. 4 Incident resulted in oil on his roof and in his cistern. Limetree cleaned his cistern 2-3 weeks after the Feb. 4

Incident, but did not conduct follow-up sampling. Limetree provided bottled water, but he is concerned about the incident's impact on his plants and the produce he grows in his garden.

42. During an April 30, 2021, site visit to the Facility by staff from EPA and DPNR, Limetree representatives said that Limetree believes that the release was a mist with heavy oil in it, and acknowledged that the mist reached areas in Clifton Hill. When asked, Limetree representative said that the droplets passed through a lit flare flame, though they did not believe that flaming droplets of oil had been recorded.

43. Emissions of oil droplets from a flare is called “flare rainout.” Flare rainout can create both environmental and physical safety hazards. Oil contamination of soil and water bodies creates environmental and public health hazards. While there is no evidence that “flaming rain” occurred during the Feb. 4 Incident, flare rainout can also result in physical and safety hazards such as “flaming rain” where the oil droplets ignite as they pass through the flare flame and rain down while on fire in the refinery and nearby neighborhoods, creating sources of ignition for vapors in the refinery and igniting combustible materials and starting fires inside the refinery and in adjacent neighborhoods. Because of these concerns, flare systems are designed with process vessels called “knockout drums.” Knockout drums are vessels whose function is to remove or “knockout” large liquid droplets from the gas sent to the flare.

44. Knockout drums are sized for expected maximum load of liquid droplets. When that capacity is exceeded, the liquid droplets pass through the knockout drum and can cause flare rainout and flaming rain. The rainout during the February 4, 2021 Incident may indicate the Flare #8 knockout drum(s) were not designed with sufficient

capacity to prevent liquid carryover to the flare. This type of event is not common for a refinery startup.

Refinery Operating Pause

45. In early April, the Refinery stopped operations for a period of time due to undisclosed operational issues. LBR stated in a letter to EPA that the “refinery is shut down while we make operational adjustments.”

Late April 2021 Incident

46. After Refinery operations restarted, on April 19, 20, 21, 22, and 23, 2021, Limetree reported to DPNR exceedances of the 162 ppm emission standard for H₂S concentrations measured at the flare header for Flare #8 at the Facility.

47. According to the Agency for Toxic Substances and Disease Registry (“ATSDR”) H₂S is a flammable, colorless gas that smells like rotten eggs. People can usually smell H₂S at low concentrations in air when H₂S concentrations are in the range of from 0.0005 to 0.3 ppm. Exposure to low concentrations of H₂S may cause irritation to the eyes, nose, or throat. It may also cause difficulty in breathing for some asthmatics. Respiratory distress or arrest has been observed in people exposed to very high concentrations of H₂S.

48. According to ATSDR, SO₂ is a colorless gas with a pungent odor (often described as the smell of a struck match). Exposure to very high levels of SO₂ can be life threatening. Exposure to 100 ppm of SO₂ is considered immediately dangerous to life and health. Burning of the nose and throat, breathing difficulties, and severe airway obstructions may occur.

49. Between April 19 and April 22, 2021, hydrogen sulfide concentrations measured at the Flare #8 flare header rose to orders of magnitude above the limit of 162

ppm based on a 3-hr rolling average. High hydrogen sulfide readings on each of those four days, measured between 5 AM on April 19 and 5 PM on April 22, rose as high as 31,546.5, 39,475.7, 2,272.4, and 4,046.5 ppm, respectively (on a 3-hr rolling average basis).

50. Limetree has explained the exceedances on April 19-22, 2021 as follows:

"On April 19th, the Coker unit was starting up and off gases generated were vented to the flare until the wet gas compressor was successfully brought online. The wet gas compressor was brought online around 1:34 AM on April 20th and the H₂S in the flare decreased as startup progressed. Since the H₂S level did not decrease below the emission limit once startup of the wet gas compressor was complete, Operations immediately began their search for another source of the H₂S by methodically isolating each unit's battery flare valves. On April 21st, Operations discovered a malfunctioning pressure safety valve (PSV) on the low-pressure flash drum (D-4603) at the No. 6 Distillate Desulfurizer Unit (DD6). The PSV was taken out of service for maintenance."

51. Limetree continued to measure high levels of hydrogen sulfide in excess of the 162 ppm limit at the flare header for Flare #8 at the Facility during the evening of April 22 and into April 23, 2021. Hydrogen sulfide readings rose throughout the evening on April 22, and peaked at a three-hour average of 91,649.0 ppm around 11 AM on April 23 – over 565 times higher than the concentration limit of 162 ppm.

52. Limetree has explained the exceedances on these days as follows:

"At approximately 4:45 AM on April 23, 2021, the No. 4 Sulfur Recovery Unit (4SRU) tripped due to both "fire-eye" flame scanners not detecting a flame. At about 5:29 AM, the 4SRU was re-lit and at 7:07 AM the Clean Acid Gas (CAG) control valve at 4SRU started to slowly open but not quick enough to alleviate the pressure in the CAG header. Due to the backpressure in the CAG header, a pressure safety valve (PSV) at the No. 5 Amine Regeneration Unit (5ARU) relieved to the No. 8 Flare. The SO₂ generated from the combustion of the H₂S in the flare header caused odors which impacted our neighbors. Further investigation showed that there was another malfunctioning PSV at the No. 6 Distillate Desulfurizer Unit (DD6), contributing to the elevated H₂S before the 4SRU trip event. The PSV was taken out of service for maintenance."

H₂S production units were shut down or placed on circulation to reduce the load on the amine regeneration system and the sulfur recovery plant. Limetree shut down 5ARU because the PSV continued to leak to the flare even below the PSV setpoint. Limetree stated that one of its corrective actions included responding to odor complaints.

53. Two days later, on April 25, Limetree once again exceeded the 162 ppm limit for H₂S at Flare #8 from 3 to 11 p.m. That day, Limetree also exceeded that limit at the East Fuel Gas System from 1-10 PM. The maximum 3-hour average concentrations for H₂S that day were 842.4 ppm at Flare #8 and 629 ppm at the East Fuel Gas System.

54. Limetree has explained these exceedances as follows:

“On April 25, 2021 the No. 3 and No. 4 Sulfur Recovery Units got contaminated with hydrocarbon carryover via the acid gas. Operations blocked in the acid gas header to the sulfur recovery units (SRUs) which overloaded the No. 4 Amine Regeneration unit (4ARU) preventing it from properly removing the H₂S in the fuel gas. The No. 5 Amine Regeneration unit was not operational at the time. Soon after, the 4ARU reboilers overpressured and relieved to the flare.”

55. As a result of the “noxious” odor created by the Refinery's emissions, on April 23, 2021, the Virgin Islands Department of Education (“VIDOE”) closed in-person instruction at three schools. In its press announcement, it stated that “[s]tudents and staff have reported feelings of nausea due to the smell, which was detected on April 22[, 2021].”

56. A Reuters news article also reported the April 23, 2021, closing of a St. Croix community coronavirus vaccination center due to the odor.

57. On April 23, 2021, DPNR issued a press release advising the community of “a foul, gaseous smell permeating throughout the Frederiksted area for the past few days.” DPNR notes that it has been receiving citizen complaints, and that it “has discovered that the Limetree Bay Refinery is experiencing an exceedance of Hydrogen

sulfide.” DPNR advised that people with respiratory ailments such as allergies, lung disease, and asthma should consider taking protective actions, including staying indoors or relocating to less affected areas of the island.

58. On April 24, 2021, the Virgin Island Department of Health (“VIDOH”) issued a press release alerting St. Croix residents to potential health effects from the Facility’s Refinery emissions. It noted Limetree’s confirmation of elevated hydrogen sulfide concentrations from Flare #8 and said that a “foul, gaseous smell, which can smell similar to rotten eggs, has permeated throughout the Frederiksted area for the past few days.” It explained the potential health effects of breathing hydrogen sulfide, and encouraged residents to report symptoms such as headaches, nausea, and symptoms of a respiratory nature to their healthcare providers.

59. On April 24, 2021, Limetree issued a press release denying any release of hydrogen sulfide occurred from April 22 to 23, 2021. Limetree claimed that the incident involved only an unusually high level of sulfur dioxide emissions, and that the odor of sulfur dioxide (similar to a struck match) can be smelled in amounts far below the level normally considered dangerous to health.

60. During an April 30, 2021, site visit to the Facility by staff from EPA and DPNR (“April Site Visit”), Limetree staff explained that the April 23, 2021 incident was related to the main sulfur recovery unit #4’s fire eye detecting a lack of flame, and thus diverting the acid gas to the flare rather than treating it. The flare itself had a flame burning at the time that would have burned the hydrogen sulfide, producing sulfur dioxide.

61. During the April Site Visit, Limetree staff said that, although the Facility’s Refinery Operations have two sulfur recovery units (SRUs Nos. 3 and 4), one (No. 3) was

out of service when the April 23, 2021 event occurred. The out of service unit was thus unable to act as a backup when the operating unit (No. 4) malfunctioned.

62. During the April Site Visit, EPA and DPNR were escorted by Limetree representatives to several areas of the Refinery, including the east part of the Facility where Flare #8 is located. Based on conversation with Limetree staff and EPA observation at the Facility, EPA staff learned that due to the significant elevation of Flare #8, the emissions from Flare #8 are often not measurable, nor are odors and other impacts from Flare #8's emissions detectable by olfaction on the grounds within the Facility's Refinery. Rather, emissions plumes from Flare #8 downwash at (i.e. lowers to) ground level well beyond the Facility's fenceline.

63. During the April Site Visit, DPNR staff noted that several residents provided very specific descriptions of odors and other impacts resulting from the April 23rd incident's emissions, and those odor characteristics and other impacts were consistent with both H₂S and SO₂ being released.

64. During the April Site Visit, EPA staff asked Limetree representatives if the Refinery was using a SulfixTM H₂S scavenger system to reduce the levels of H₂S at the Flare #8 header. Limetree representatives confirmed that the Refinery is using a SulfixTM H₂S scavenger system, and explained that it consists of the injection of an additive in several points of the Flare #8 header to absorb and recover some of the H₂S in the gas that is conveyed through the Flare #8 header. Limetree representatives informed EPA staff that although the H₂S scavenger system was in operation during the Late April 2021 Incident, the system was not designed to manage the gas flow and H₂S concentrations that were generated during the Incident. According to Limetree

representatives, the system is designed to manage flow into the Sulfix™ system up to 1 million standard cubic feet (scf) and concentrations of no more than 1000 ppm of H₂S.

65. During the April Site Visit, Limetree staff acknowledged that the Facility does not have any SO₂ monitor to measure concentrations of SO₂ entering the atmosphere from Flare #8 post-flaring. Limetree believes the April 23, 2021 event only emitted SO₂ but does not know how much SO₂ was emitted.

66. Limetree also **does not conduct any fenceline monitoring for SO₂ or H₂S;** it only conducts fenceline monitoring for benzene. Limetree's predecessor, HOVENSA, operated five SO₂ monitors near the perimeter of the Facility, but those monitors have not been operated since 2013, after HOVENSA stopped operating the Facility's Refinery. Limetree has not restarted those SO₂ monitors. On April 30, 2021, EPA issued a Notice of Violation ("NOV") to Limetree for its failure to operate the five SO₂ monitors.

67. As indicated in EPA's AP-42 Chapter 13.5 (Industrial Flares), sulfur compounds contained in a flare gas stream are converted to SO₂ when burned. The amount of SO₂ emitted depends directly on the quantity of sulfur in the flared gases. The quantity of sulfur compounds and hydrocarbon emissions generated relate to the degree of combustion and the unit destruction efficiency. The degree of combustion depends largely on the rate and extent of fuel-air mixing and on the flame temperature achieved and maintained. A flare does not provide 100% destruction efficiency, so any changes in the degree of combustion, such as a sudden increase of flow and H₂S concentrations such as the one reported on April 23, 2021, can trigger the release of unburned sulfur compounds such as H₂S, as well as hydrocarbons, and an increase in SO₂ emissions.

68. Modeling of the Late April Incident by an expert EPA contractor showed that concentrations of sulfur dioxide exceed the Acute Exposure Guideline Level-1

(AEGL-1) for S at ground level. Above AEGL-1 level, asthmatics are at risk of bronchoconstriction, which results in increased airway resistance. The expert determined that subsequently exposed individuals in the community were faced with imminent and substantial danger to their health. The “notable discomfort, irritation, or certain asymptomatic non-sensory effects” associated with AEGL-1 exposure is consistent with citizen complaints received surrounding the Late April Event for the No. 8 Flare. Modeled 1-hour concentrations of SO₂ also exceeded the lower bound of the taste threshold, and modeled 1-hour concentrations of H₂S exceeded the odor threshold assuming a 98% conversion of H₂S to SO₂ associated with a well-operating flare (i.e., good combustion mechanics).

May 5, 6, and 7, 2021 Incident (“First May Incident”)

69. On May 5, 2021, community members began calling EPA to report that an odor was emitting from the Facility. They described the odor as “sulfur,” “gassy,” “burnt eggs,” and “rotten.” On May 6, 2021, community members continued to report odor emitting from the Facility. At 7:08 PM est, a citizen caller reported that the odor was continuing and described the fumes as “noxious.” The caller also stated that the “materials in the air were causing health problems” for community members, including “head ache, sore throat, ear ache, nausea, and lips and tongue tingling.”

70. In an article published on May 7, 2021, the Washington Post reported that roughly 100 members of the community had contacted the Virgin Islands Territorial Emergency Management Agency (“VITEMA”) describing a gaseous odor emitting from the Facility.

71. Initially, on May 5, 2021, Limetree issued a statement on Facebook denying that there were any problems at the Facility. Having received “several

community complaints of a strong odor,” Limetree stated in its Facebook post that Facility personnel had conducted a preliminary investigation, and Limetree had concluded that “units are operating normally, and there is no activity that would result in an odor.”

72. On May 5, 2021, Limetree environmental personnel reported to DPNR and EPA that the Facility had exceeded the H₂S limit at Flare #8 at approximately 9 PM est on May 5. At the time the email notification was sent to DPNR and EPA at 10:12 PM est, Limetree environmental personnel stated that H₂S was back below the limit.

73. On May 6, 2021, at 12:45 pm, Limetree issued another statement acknowledging that releases were occurring at the Facility. The statement read:

“Limetree Bay has become aware of an odor affecting areas west of the facility. We are conducting maintenance activity at the Coker unit, which has resulted in light hydrocarbon odors. We will continue to monitor the situation, but there is the potential for additional odors while maintenance continues. We apologize for any impacts this may have caused the community. Thank you.”

74. On May 6, 2021, around 11 AM est, an EPA On Scene Coordinator (“OSC”), was driving towards the Facility in order to investigate the source of odor complaints on May 5, 2021. The OSC submitted the following summary of his experience:

While driving to the facilities, I intermittently had my car windows slightly open but at the time of this experience, my car windows were rolled up, with A/C circulating internally. I noticed an odor and pulled over. I rolled down my car window down to ask a worker on the side of the road what location I was at? What facility was he working at? The worker informed me it was “Container Port. I was surprised how unaffected the workers were by the odor. As if there was nothing different going on. They had no respiratory protection at all. I immediately closed my window and pulled away driving north. I determined that I was slightly west of the Limetree facility. The odor I briefly encountered was overwhelming and nauseating. I normally am suited up with respiratory protection and other [personal protective equipment] prior to being exposed to something like this. It was unexpected. The smell was gasoline-like in nature, but it was stronger than gasoline. I have experience inspecting refineries and other facilities, as well as general life experience mowing lawns and pumping gasoline, and I am familiar [with]

what gasoline smells like and what many other substances emitted by refineries smell like. This odor was stronger, more pungent than others I have encountered. The odor was overwhelming and felt as if I would be sick. I sent an email to EPA Region 02 [Regional Emergency Operations Center (REOC)] with a Google maps screenshot to my location. The REOC was receiving multiple calls from the National Response Center regarding similar odor complaints. The DPNR Environmental Director also contacted me with similar odor complaints. I then planned to visit those two locations which were described as Whim Estates and Mars Hill. As I drove away, even with the A/C on and recirculating air, I continued to smell the odor. I did not detect any orders [sic] in the towns that I investigated which were on the southwest side of the island. I did feel sick throughout the afternoon. It was obvious[] to me the odor was emitting from Limetree and not the asphalt plant(s). I could tell due to my location, the wind direction at the time, and other factors. When I returned to the hotel, the woman at the front desk referenced the facility restarting the coker plant and said that it was the source of the smell. Throughout the afternoon, my head felt ‘cloudy’ and [I] needed to shower because I felt ‘contaminated.’”

75. As a result of the odor, the Virgin Islands Department of Education closed three schools on May 6, 2021. Due to concerns of continuing odor releases, the school closures remained in effect through May 7, 2021.

76. Also as a result of the odor, the VI Bureau of Motor Vehicles (“VIBMV”) closed early on May 6, 2021 and remained closed on May 7, 2021. The VIBMV stated that, “[t]his closure is necessary because the employees at the BMV are affected by the strong unpleasant, gas like odor, in the atmosphere surrounding the BMV.”

77. On May 7, 2021, VI Governor Albert Bryan activated the VI National Guard and the VITEMA to address continuing reports of odor and heightened concern from the community. The Director of the VI Department of Health (“VIDOH”) stated during the same briefing that at least three members of the community had sought medical attention at an area hospital for headaches and nausea allegedly caused by the continuing odors. VIDOH then advised residents with respiratory ailments to avoid going outside or to temporarily relocate to areas of the island that were less affected by the odors.

78. On May 7, 2021, Limetree environmental personnel reported to EPA that the Facility had exceeded the H₂S limit at Flare #8 at approximately 11 PM EST on May 7, 2021. Limetree environmental personnel stated in the email that “there was an instrumentation/communications error that caused a short spike.” The notification did not indicate the extent of the exceedance.

May 12, 2021 Incident (“Second May Incident”)

79. On May 12, 2021 at approximately 5:30 PM, Limetree reported to EPA that around 3:15 PM EST a flaring incident occurred at the Refinery when the pressure in the coker drum rose, causing fire or flames. At the time, Limetree was still unsure what specifically caused the flaring incident. Limetree reported that during its investigation of the fire, Limetree discovered that liquid droplets of oil were on the road west of the Facility. Limetree contacted VITEMA, and VITEMA had or was going to close the road. Liquid droplets of oil had also been reported on properties in the Enfield Green neighborhood.

80. Photographs and video of the Second May Incident show a large flame coming off Flare #8, with a large trailing plume of visible emissions extending a long distance.

81. At 4:15 PM on May 12, 2021, VITEMA issued an alert stating the following: “Limetree Bay Emergency Response Teams are responding to a fire onsite. DPNR has deployed the Virgin Islands Nation Guard for air quality monitoring and the VI Fire Service is standing by to support.”

82. At 6:55 PM on May 12, 2021, Limetree emailed EPA to report the following: “We exceeded the 162 ppm H₂S limit in the flare header (3-hr average) starting on the hour of 3 to 4pm. We will follow up with a letter.”

83. At 7:12 PM on May 12, 2021, Limetree sent EPA the following information by email: “At 6pm we exceeded the Reportable Quantity (RQ) of 500lbs of SO₂ in a 24hr period from a flaring event at Flare #8. Limetree issued a statement on social media and is preparing a press release. We temporarily suspended production in response to the incident.” In a subsequent email, Limetree clarified that it “temporarily suspended production on all process units.”

84. At 8:50 PM on May 12, 2021, Limetree staff told EPA staff by phone that Limetree was stopping production after such a “big” incident. This would not be a full shutdown of the Refinery, but Limetree would stop production. Limetree would run some units on circulation and the utilities/wastewater would still be in operation. The Limetree staff was not sure how long production would be suspended.

85. At 7:10 PM on May 12, 2021, an EPA employee currently deployed to St. Croix emailed colleagues and informed them that, “[t]here is oil on my windshield.”

86. During the evening of May 12, 2021, a Reuters news article reported the following: “‘The troubled Limetree Bay refinery in St. Croix will temporarily suspend production activities until further notice after a flaring incident dropped oil on a nearby neighborhood’, the company said on Wednesday. The company urged residents in the nearby Enfield Green community not to consume the water following the incident. ‘Water distribution will be established for affected communities,’ the company said in a statement, adding that processing units will be brought to a ‘safe, stable condition.’”

87. During a call with EPA staff on the morning of May 13, 2021, Limetree staff said that at that time no oil was being added to the Refinery system. The shutdown of production will take a couple of days. The oil from the incident that was deposited on roads and neighborhoods to the west of the Facility or elsewhere was a heavy oil like

pitch oil, and not crude oil. Limetree was, at this time, still using some pumps in generating electricity and running wastewater treatment operations.

88. Later in the morning on May 13, 2021, around 11:40 AM, Limetree staff clarified to EPA staff that all process units at the Refinery are shut down with the exception of the platformer, which supplies hydrogen to the desulfurization unit and is needed during the ramping down process. As soon as the Refinery is completely “ramped down”, that unit will be shut down too. Limetree staff stated that they expected this to be completed by the end of the day on May 13, 2021.

89. The May 12, 2021 Incident resulted in flare rainout from Flare #8, and was likely caused by overloading the flare knockout drum with liquid droplets that reportedly originated from a process upset at the coker unit. As discussed in paragraph 44 above, this type of event – let alone two such events in a few months – is not common for a refinery startup.

90. Flare #8 has been the only flare in service at the Refinery, and refinery process units rely on it as a safeguard for process safety and environmental protection. Based on photos of the Second May Incident, it appears that Flare #8’s flare tip, flare riser, and/or associated components were likely damaged in the Second May Incident. Due to the potential for release of uncombusted hydrocarbons and hydrogen sulfide, oil droplet rainout, and/or “burning rain”, the refining process units that rely on Flare 8 may not be able to operate safely until Flare 8 is repaired and its capacity and fitness-for-service evaluated.

Limetree Environmental Staffing

91. During the April Site Visit, Limetree representatives stated that Limetree has a single Environmental Department, known as the Health, Safety, and Environmental (“HSE”) Department, serving the entire Facility, including the Refinery and marine loading terminal operations. In addition to managing environmental compliance at the Facility, the HSE department also oversees safety and implementation of COVID-19-related procedures. The entire HSE department consists of 5 employees. Limetree representatives noted they did have consultant support.

92. A Refinery of this size and complexity would be expected to have 10-20 full time onsite staff in its health, safety and environment department.

93. On April 1, 2021, EPA issued a Clean Air Act § 114 information request to Limetree that provided Limetree with 30 days to respond. In an April 7, 2021 letter from LBR, LBR expressed that, “this is a very intense time for the [environmental, health, and safety] team in terms of work load in general.” In large part given the heavy workload on its environmental, health, and safety staff, LBR requested that it be given an extra 180 days to respond to the information request, an amount of time far exceeding any extension typically provided by the EPA.

94. On April 19, 2021, Limetree replaced its Refinery General Manager.

Health and Welfare Risks of Hydrogen Sulfide, Sulfur Dioxide, and Fuel Oils

95. According to an April 24, 2021, DPNR advisory regarding the Late April 2021 incident, DNPR warned:

“Exposure to low concentrations of hydrogen sulfide may cause irritation to the eyes, nose, or throat. It may also cause difficulty in breathing for some asthmatics. Respiratory distress or arrest has been observed in people exposed to very high concentrations of hydrogen sulfide.

Exposure to low concentrations of hydrogen sulfide may cause headaches, poor memory, tiredness, and balance problems. Brief exposures to high concentrations of hydrogen sulfide can cause loss of consciousness. In most cases, the person appears to regain consciousness without any other effects. However, in some individuals, there may be permanent or long-term effects such as headaches, poor attention span, poor memory, and poor motor function.

Individuals with respiratory ailments such as allergies, lung disease, or asthma should consider taking protective actions such as staying indoors or temporarily relocating to areas less affected.”

This language echoes the information provided by ATSDR in its “TOXFAQ” and “Public Health Statement” (a summary about a hazardous substance taken from its ATSDR Toxicological Profile) documents for hydrogen sulfide.

96. ATSDR’s “TOXFAQ” for hydrogen sulfide further notes that “[s]tudies in humans suggest that the respiratory tract and nervous system are the most sensitive targets of hydrogen sulfide toxicity.”

97. According to ATSDR’s “TOXFAQ” for hydrogen sulfide, while there is very little information on possible health problems in children who have been exposed to hydrogen sulfide, exposed children probably will experience effects similar to those experienced by exposed adults. Whether children are more sensitive to hydrogen sulfide exposure than adults is not known.

98. ATSDR’s “Public Health Statement” on hydrogen sulfide further specifies that you can have respiratory and neurological effects if you are exposed to higher concentrations of hydrogen sulfide, at least 100 times higher than typical environmental levels. The ATSDR Public Health Statement elsewhere says that, “[h]ydrogen sulfide air concentrations from natural sources range between 0.00011 and 0.00033 ppm. In urban areas, the air concentrations are generally less than 0.001 ppm.”

99. ATSDR's "Public Health Statement" on hydrogen sulfide notes that, "If you are exposed to very high concentrations of hydrogen sulfide, you may have severe problems breathing even if you do not have a pre-existing respiratory condition. You could lose consciousness if you are briefly exposed to very high concentrations (more than 1 million times higher than the amount typically found in the environment). If this happens, you may regain consciousness without any other effects. However, some people may have longer lasting effects such as headaches, poor attention span, poor memory, and poor motor function."

100. ATSDR has also said that hydrogen sulfide can remain in the air from 1 to 42 days, depending on the season.

101. Breathing high levels of SO₂ can cause immediate health impacts. Short-term exposures to SO₂ can harm the human respiratory system and make breathing difficult. People with asthma, particularly children, are sensitive to these effects of SO₂. SO₂ emissions that lead to high concentrations of SO₂ in the air generally also lead to the formation of other sulfur oxides ("SO_x"). SO_x can react with other compounds in the atmosphere to form small particles. These particles contribute to particulate matter (PM) pollution. Small particles may penetrate deeply into the lungs and in sufficient quantity can contribute to health problems.

102. According to ATSDR's "Public Health Statement" on sulfur dioxide:

"Short-term exposures to high levels of sulfur dioxide can be life-threatening. Exposure to 100 parts of sulfur dioxide per million parts of air (ppm) is considered immediately dangerous to life and health. Previously healthy nonsmoking miners who breathed sulfur dioxide released as a result of an explosion in an underground copper mine developed burning of the nose and throat, breathing difficulties, and severe airway obstructions. Longterm exposure to persistent levels of sulfur dioxide can also affect your health. Lung function changes have been observed in some workers exposed to 0.4–3.0 ppm sulfur dioxide for 20 years or more. However, these workers were also exposed to

other chemicals, making it difficult to attribute their health effects to sulfur dioxide exposure alone. Additionally, exercising asthmatics are sensitive to the respiratory effects of low concentrations (0.25 ppm) of sulfur dioxide. . . .

Most of the effects of sulfur dioxide exposure that occur in adults (i.e., difficulty breathing, changes in the ability to breathe as deeply or take in as much air per breath, and burning of the nose and throat) are also of potential concern in children, but it is unknown whether children are more vulnerable to exposure. Children may be exposed to more sulfur dioxide than adults because they breathe more air for their body weight than adults do. Children also exercise more frequently than adults. Exercise increases breathing rate. This increase results in both a greater amount of sulfur dioxide in the lungs and enhanced effects on the lungs. . . .

Long-term studies surveying large numbers of children have indicated possible associations between sulfur dioxide pollution and respiratory symptoms or reduced breathing ability. Children who have breathed sulfur dioxide pollution may develop more breathing problems as they get older, may make more emergency room visits for treatment of wheezing fits, and may get more respiratory illnesses than is typical for children. However, studies like these are unable to provide conclusive evidence about sulfur dioxide's effects on children's health because many other pollutants are also present in the air. . . .

It is known that exercising asthmatics are sensitive to low concentrations of sulfur dioxide. Therefore, increased susceptibility is expected in children with asthma, but it is not known whether asthmatic children are more sensitive than asthmatic adults. Additionally, asthma occurs most often in African Americans, children between the ages of 8 and 11, and people living in cities. For unknown reasons, the death rates associated with asthma are also higher in non-Caucasian people. Therefore, it is expected that asthmatic, African American children living in urban areas have increased sensitivity to sulfur dioxide.”

103. The Center for Disease Control's ATSDR has developed a “ToxFAQ” document (a fact sheet that answers the most frequently asked questions about a contaminant and its health effects) for fuel oils. This document describes “fuels oils” as “a variety of yellowish to light brown liquid mixtures that come from crude petroleum. Some chemicals found in fuel oils may evaporate easily, while others may more easily dissolve in water. Fuel oils are produced by different petroleum refining processes, depending on their intended uses.” The document notes that, “[d]rinking or breathing fuel oils may cause nausea or nervous system effects,” although it also notes that, “[l]ittle

information is available about the health effects that may be caused by fuel oils.” It says that “Breathing some fuel oils for short periods may cause nausea, eye irritation, increased blood pressure, headache, light-headedness, loss of appetite, poor coordination, and difficulty concentrating. Breathing diesel fuel vapors for long periods may cause kidney damage and lower your blood's ability to clot.”

104. According to an expert EPA contractor, for the oil droplets released during two events, “. . . the oil [released during the Feb. 4 Incident and the Second May Incident] is likely composed of a mixture of petroleum hydrocarbons. Potential exposures include inhalation of volatile components, dermal contact with the residues, and ingestion of or contact with impacted water. Human health impacts depend on the specific petroleum constituents in a particular media or matrix, but total petroleum hydrocarbons as well as individual constituents have been associated with a variety of adverse health impacts. Skin and eye irritation, for example, are associated with short-term exposures to different hydrocarbon fractions. Longer term oral exposures to the semi-volatile fractions such as polyaromatic hydrocarbons (PAHs) have shown liver effects to be a common endpoint. Dermal contact with some PAHs have been shown to elicit skin hypersensitivity reactions. Some oil constituents have been classified as known or possible carcinogens.

The expert EPA contractor found that: “The information available to date indicates that the incidents which occurred at the Limetree Bay Terminals and Refining facility present an imminent and substantial endangerment to both public health and welfare. This conclusion is based on multiple lines of evidence that demonstrate that the facility has already placed the health and welfare of the nearby community at risk. Additionally, the repeated nature of the flare failures coupled with the events associated with the release of noxious sulfur compounds and other potential hazardous air pollutants elevates the degree of harm.”

The expert EPA contractor noted that, in addition to the impacts on physical health, the repeated incidents emitting oil droplets in a short time period have resulted in fear and anxiety about the next possible event and the severity of that event. The frequency of Limetree flare incidents raises the concern that events could continue to escalate and result in an even more significant or catastrophic incident, which could lead to injury or loss of life. The contractor also notes that improper maintenance or process safety management of flare systems has historically caused serious harm to people (killing or injuring workers and people living and working off site) and the environment, as well as damage and loss to property.

CONCLUSIONS OF LAW

EPA concludes the following:

105. Respondent LBT is a "person" within the meaning of Section 302(e) of the Act, 42 U.S.C. § 7602(e), against whom an Emergency Order may be issued under Section 303 of the Act, 42 U.S.C. § 7603.

106. Respondent LBR is a "person" within the meaning of Section 302(e) of the Act, 42 U.S.C. § 7602(e), against whom an Emergency Order may be issued under Section 303 of the Act, 42 U.S.C. § 7603.

107. In its current state, the Facility is a "pollution source" or "combination of sources" within the meaning of Section 303 of the Act, 42 U.S.C. § 7603.

108. The Feb. 4, 2021 Incident's emissions of an "oily mist," consisting in part of heavy oil, including a mixture of many heavy organic compounds; the Late April Incident emissions of H₂S and/or SO₂; the First May Incident's emissions of light hydrocarbons and/or volatile organic compounds; and the Second May Incident's

emissions of heavy oil droplets, particulate matter, and visible emissions are all “air pollutants” within the meaning of Sections 302(g) and 303 of the Act, 42 U.S.C. §§ 7602(g) and 7603.

109. Respondents are “causing or contributing” to the emission of air pollutants within the meaning of Sections 302(g) and 303 of the Act, 42 U.S.C. §§ 7602(g) and 7603, by continuing to operate the Facility’s Refinery Operations in the current manner.

110. EPA is in receipt of evidence that, in less than four months, the air emissions from the Facility’s Refinery Operations have, on at least four occasions, harmed the public health, welfare or the environment, as described *supra* at Paragraphs 33-90, and 95-104.

111. EPA is in receipt of evidence that the Refinery, if allowed to continue to operate as it is currently operated, presents an imminent and substantial endangerment to the public health or welfare or the environment.

112. Issuance of this Order is necessary to assure prompt protection of public health or welfare or the environment because it is not practicable to wait for the commencement of a civil action in United States District Court to assure prompt protection from additional air emissions events.

113. The Director of the Caribbean Environmental Protection Division has found that the Refinery’s current operations, as described above, if allowed to continue, are presenting an imminent and substantial endangerment to public health or welfare or the environment, and it is therefore appropriate for the issuance of an Order under Section 303 of the Act, 42 U.S.C. § 7603.

114. The Director of the Caribbean Environmental Protection Division is vested with the authority of the Administrator under Section 303 of the Act, 42 U.S.C. § 7603.

ORDER

115. Based on the foregoing, and pursuant to Section 303 of the Act, 42 U.S.C. § 7603, in order to abate or prevent an imminent and substantial endangerment to public health or welfare or the environment, the Director of the Caribbean Environmental Protection Division hereby orders Respondents, their agents, employees, successors, and assigns, to address the endangerment posed by frequent incidents at the Refinery that have endangered public health and welfare, as follows:

- a. Within one (1) business day of receipt of this Order, Respondents shall submit to EPA in writing a statement explaining whether Respondents intends to and is able to comply with this Order.
- b. Upon receipt of this Order, Respondents shall ensure all Refinery Operations cease until the termination of this Order in accordance with paragraph 125 unless, based on the auditor reports and Respondents' implementation plan, EPA determines, in consultation with VIDPNR, that operations can resume before the expiration of the Order.
- c. Respondents shall notify EPA electronically, in accordance with paragraph 116, as soon as possible once Refinery operations have ceased.
- d. Respondents shall retain, at their expense, independent third party auditors ("Auditors") consistent with the requirements set forth below. The Auditors shall be retained to conduct one or more comprehensive

audits (“Audits”), to be completed by the earlier of 30 days after EPA’s approval of a list of auditors for a given Audit Category pursuant to subparagraph (f) of this paragraph or 42 days after issuance of this Order. The Audits shall include a review of the items specified in subparagraphs (i) and (j) of this paragraph. Respondents shall require that the Auditors act independently and objectively when performing all activities. Respondents shall provide the Auditors with full access to the Facility and provide or otherwise make available any necessary personnel, documents, and Facility environmental, health, and safety training to fully perform all audit activities.

- e. Within 7 days of this Order’s issuance, Respondents shall submit to EPA the name and qualifications of at least three (3) proposed Auditors (the “Proposed Auditors”) in each Audit Category discussed in subparagraphs (h), (i) and (j) of this paragraph – and more if necessary to provide competency in all of an Audit Category’s scope – that Respondents certify meet the following conditions:
 - i. A Proposed Auditor for the Environmental Compliance Audit has demonstrated experience in audits for compliance with Clean Air Act regulations and has completed at least a bachelors degree in science or engineering.
 - ii. A Proposed Auditor for the Process Unit Audit has demonstrated experience in refinery process operation and optimization and has completed at least a bachelors degree in chemical or mechanical engineering.

- iii. The Proposed Auditor and its personnel have not conducted research, development, design, construction, financial, engineering, legal, consulting nor other advisory services for Respondents or any other entity associated with the Refinery within the last three years. However, a Proposed Auditor with personnel who, before working for the audit firm, conducted research, development, design, construction, or consulting services for Respondents (as an employee or contractor) may meet the requirements of independence by ensuring such personnel do not participate on, manage, or advise the audit team;
 - iv. The Proposed Auditor was not involved in efforts since 2016 to restart or operate the Facility.
 - v. The Proposed Auditor and its personnel will not provide any other commercial, business, or voluntary services to Respondents for a period of at least three years following the Proposed Auditor's submittal of the final Audit Report.
 - vi. Respondents will not provide future employment to any of the Proposed Auditor's personnel who managed, conducted, or otherwise participated in the Audit for a period of at least three (3) years following the Proposed Auditor's submittal of its final Audit Report.
- f. EPA will notify Respondents in writing whether it approves of any of the three (3) proposed Auditors in each Audit Category. Within 7

days of EPA approval, Respondents shall retain one or more of the EPA-approved Proposed Auditors for each Audit Category, who shall then become the Auditor(s) for that Audit Category, to perform the audit activities set forth in subparagraphs (i) and (j) of this paragraph of this Order. Respondents shall ensure that all audit personnel who conduct or otherwise participate in audit activities shall certify that they satisfy the conditions set forth in subparagraph (e) of this paragraph above before receiving any payment from Respondents.

- i. If EPA rejects all three of the Proposed Auditors proposed for an Audit Category, within 48 hours of receipt of EPA's rejection notification, Respondents shall submit to EPA for approval another three (3) Proposed Auditors that meet the qualifications set forth in subparagraph (e) of this paragraph. EPA will review the proposed replacements in accordance with this subparagraph (f).
- g. Each Auditor shall commence auditing onsite within 5 days of contracting.
- h. The Audit Categories shall include Category A (Environmental Compliance Audit) and Category B (Process Unit Audit).
- i. Audit Category A: Environmental Compliance Audit. Respondents shall ensure that the contract with the Auditor(s) retained to perform the Environmental Compliance Audit explicitly requires the Auditor(s) to perform the activities specified in this paragraph and its subparagraphs. However, the contents of the Audit shall not be

limited to the below items if the Auditor determines that additional evaluation should be conducted to prevent emissions or incidents that could endanger public health or welfare or the environment.

- i. An evaluation of staffing within the environmental, health and safety program at the Refinery including staffing levels and whether staff have proper academic background, experience, and training to ensure the Refinery operates within required environmental, health, and safety limits and avoids situations or condition that endanger public health or welfare or the environment;
- ii. A review of CAA compliance at the Refinery since February 2021, with a summary of all non-compliance and recommended steps to prevent future noncompliance, including at a minimum:
 1. Exceedances of NSPS Subpart J and Ja and permit H₂S limits at Flare #8 and the East Mix Drum and Coker Mix Drum Fuel Gas Systems;
 2. Compliance with all NSPS Subpart Ja requirements for flare incidents that exceed the 500 pound per day threshold;
 3. Compliance with the obligations of the Flare Management Plan submitted pursuant to NSPS Subpart Ja and NESHAP Subpart CC; and

4. An evaluation of compliance for releases at the coker unit with particular emphasis on the miscellaneous process vent requirements of NESHAP Subpart CC and the coker steam vent requirements of NESHAP Subpart CC.

- j. Audit Category B: Process Area Audits. Respondents shall retain one or more Auditors, as necessary to ensure the Auditors have the requisite expertise to perform the activities in this paragraph and its subparagraphs. Respondents shall ensure that its contract with each Auditor retained to perform Process Area Audits explicitly requires the Auditor to perform the activities specified in this paragraph and its subparagraphs. However, the contents of the Audit shall not be limited to the below items if an Auditor determines that additional evaluation should be conducted to prevent emissions or incidents that could endanger public health or welfare or the environment.

1. Flare system audit.

- a. An evaluation of the condition of the tip on Flare #8;
- b. Capacity of the knockout pot to handle liquids loading to prevent flare rainout;
- c. Capacity of flare #3 to serve as backup to Flare #8;

- d. Other damage already incurred by and to the flare system due to high liquid loading or other causes;
 - e. Review of procedures that can be implemented to avoid and minimize the impact of future flaring events, including:
 - i. Operation of redundant amine treatment units and redundant SRU trains operated in hot standby; and
 - ii. Sulfur shedding practices;
 - f. A review of whether and how installation of a flare gas recovery system to eliminate or minimize Flare #8 non-compliance can be expedited; and
 - g. An evaluation of staffing with regard to the operation and maintenance of the process unit, including staffing levels and whether operators have proper experience and training to operate the process unit safely and within required environmental limits.
2. Coker audit.
- a. Releases to Flare #8, particularly high liquid loading that has occurred, what caused them,

and physical changes and operating changes to prevent them from happening in the future;

- b. Releases since February 2021 of volatile organics directly to the atmosphere from the coker unit, and particularly from the steam vent prior to decoking, what caused them, and physical changes and operational changes to prevent such releases from happening again in the future; and
- c. An evaluation of staffing with regard to the operation and maintenance of the process unit, including staffing levels and whether operators have proper experience and training to operate the process unit safely and within required environmental limits.

3. Amine/Sulfur Recovery Unit (SRU).

- a. Acid gas flaring events at Flare #8, particularly including hydrocarbon carryover from the amine units to the SRUs, what caused them, and physical changes and operational changes to prevent them from happening again in the future;

- b. Review of procedures that can be implemented to avoid and minimize the impact of future acid gas flaring events, including:
 - i. Operation of redundant amine treatment units and redundant SRU trains operated in standby; and
 - ii. Sulfur shedding practices; and
 - c. An evaluation of staffing with regard to the operation and maintenance of the process unit, including staffing levels and whether operators have proper experience and training to operate the process unit safely and within required environmental limits.
- k. Respondents shall ensure that its contract with each Auditor requires that the Auditor shall simultaneously submit an audit report (“Audit Report”) to Respondents, EPA (at the contacts listed in paragraph 116 below), and VIDPNR (at the contacts listed in paragraph 117).

Concurrently, Respondents shall represent that the Audit Report submittal meets the following requirements:

 - i. Respondents shall ensure that the Auditor does not share any draft or preliminary audit findings or reports with Respondents in any format (electronic, paper, or verbal).
 - ii. Respondents shall conduct no post-audit oral or written communications with the Auditor except to request, for the

purposes of the audit, additional audit-related data or information. EPA and VIDPNR shall be simultaneously copied (at the contacts listed in paragraphs 116 and 117 below) on any such communication.

- iii. Respondents shall ensure that the Auditor does not share its audit conclusions with Respondents until the Auditor submits its Audit Report(s) to EPA and VIDPNR.
 - iv. The Audit Report shall include all findings, conclusions, monitoring results, and other observations of the Auditor.
 - v. The Auditor shall provide EPA and VIDPNR with copies of all documents reviewed and identify all Facility personnel interviewed in support of the Audit Report.
 - vi. Respondents shall require the Auditor to include in the final Audit Report, submitted to EPA and VIDPNR pursuant to this Order, a certification that the Auditor has remained in compliance with all of the conditions set forth in subparagraph (e) of this paragraph, above.
- 1. Within 56 days of the issuance of this Order, Respondents shall submit to EPA a detailed plan that addresses all findings, conclusions, and observations set forth in each Audit Report, with an expeditious schedule for implementation of all corrective measures (“the Plan”).
 - i. Respondents shall also describe each completed or proposed action to correct each deficiency identified in each Audit Report submitted to EPA, including the date(s) that such corrections occurred or are

scheduled to occur. The Plan shall provide for the implementation of each Auditor's recommendations in each Audit Report or provide a detailed explanation for why an Auditor's given recommendation is impracticable.

- ii. The Plan shall ensure that the Refinery operates in a manner that complies with environmental statutory, regulatory and permit requirements such that said operation does not present an imminent and substantial endangerment to public health or welfare or the environment, and the Plan shall include adequate measures to protect the health and welfare of residents living near the Facility.
- iii. The Plan shall be submitted to EPA, for EPA review, comment, and approval, or approval with modifications.

- m. Upon commencing operation of any Refinery process unit following the ceasing of Refinery Operations required in subparagraph (b) of this paragraph, Respondents shall electronically notify EPA as soon as possible but no later than 24 hours after commencement.

116. Note: Respondents shall submit all notices, schedules, work plans, analyses, certifications and documentation required by this Order by email to:

Robert Buettner, Chief
Air Compliance Branch
Enforcement and Compliance Assurance Division
buettner.robert@epa.gov

And

Nancy Rodríguez, Chief
Multimedia Permits and Compliance Branch
Caribbean Environmental Protection Division
U.S. Environmental Protection Agency, Region 2

rodriguez.nancy@epa.gov

And

Harish Patel, Team Leader
Air Compliance Branch
Enforcement and Compliance Assurance Division
Patel.harish@epa.gov

And

Patrick Foley, Senior Environmental Engineer
Air Enforcement Division
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
Foley.patrick@epa.gov

And

Liliana Villatora, Chief, Air Branch
U.S. Environmental Protection Agency, Region 2
Office of Regional Counsel
villatora.liliana@epa.gov

And

Sara Froikin, Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 2
Office of Regional Counsel
froikin.sara@epa.gov

117. Note: Whenever submittal to VIDPNR is required in paragraph 115,

Respondents shall submit all notices, schedules, work plans, analyses, certifications and documentation required by this Order by email to:

Verline Marcellin, Air Program Supervisor
Virgin Island Department of Planning and Natural Resources
verline.marcellin@dpr.vi.gov

And

Jean-Pierre Oriol, Commissioner
Virgin Island Department of Planning and Natural Resources
jp.oriol@dpr.vi.gov

ACCESS

118. Respondents shall allow EPA and its authorized representatives and contractors to enter and freely move about all areas subject to this Order, using equipment to gather information, for the purposes of inspecting conditions, activities, records, and contracts related to the presence of emissions in the Facility and other CAA compliance concerns and operation of the Refinery. Respondents shall allow EPA and its authorized representatives to enter the areas subject to this Order to inspect and copy all records, files, photographs, documents, sampling and monitoring data, and other writings related to carrying out this Order.

119. Nothing in this Order is intended to limit, affect or otherwise constrain EPA's rights of access to property and records pursuant to applicable law.

RESERVATION OF RIGHTS

120. EPA reserves the right to take any necessary action to enforce this Order, including obtaining injunctive relief or civil or criminal penalties, in accordance with Section 113 of the CAA, 42 U.S.C. § 7413.

121. Be advised that issuance of this Order does not preclude EPA from electing to pursue any other remedies or sanctions authorized by law that are available to address these and other violations. This Order does not resolve Respondents' liability for past violations of the Act or for any violations that continue from the date of this Order up to the date of compliance. At any time after the issuance of this Order, EPA may take any or all of the following actions: issue a further order requiring compliance with the Act; issue an administrative penalty order for up to \$48,762 per day for each violation; or bring a civil or criminal action seeking an injunction and penalties. See Sections 113(a)-

(d) of the CAA, 42 U.S.C. §§ 7413(a)-(d); 40 C.F.R. Part 19; and 85 Fed. Reg. 83818 (December 20, 2020) (raising CAA penalties to \$48,762 for violations occurring after Nov. 2, 2015 and assessed on or after Dec. 23, 2020).

122. Nothing in this Order shall limit the power and authority of EPA to take, direct or order all action necessary to protect public health or welfare or the environment to prevent, abate or minimize an imminent and substantial endangerment resulting from the continued operation of the Refinery as it is currently operated. Further, nothing in this Order shall be construed to prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, or from taking other legal or equitable action as EPA deems appropriate and necessary, pursuant to the CAA, and any other applicable law. Nothing herein shall be construed to prevent EPA from requiring Respondents to perform further actions pursuant to the CAA or other applicable law.

123. Neither EPA nor the United States, by the issuance of this Order, assumes any liability for any acts or omissions by Respondents or Respondents' employees, agents, contractors or consultants engaged to carry out any action or activity pursuant to this Order; nor shall EPA or the United States be held as a party to any contract entered into by Respondents or Respondents' employees, agents, contractors or consultants engaged to carry out the requirements of this Order.

EFFECTIVE DATE

124. This Order is effective immediately upon issuance by EPA. Although this Order is effective immediately, Respondents may contact EPA to confer about compliance with the Order by contacting Sara Froikin, Esq. of EPA at 212-637-3263.

125. This Order shall be effective for a period of not more than 60 days unless the United States files a civil action in the appropriate United States district court pursuant to Section 303 of the Act, 42 U.S.C. § 7603.

Carmen R. Guerrero, Director
Caribbean Environmental Protection Division
United States Environmental Protection Agency, Region 2

Date