

NOTICE OF CLASS ACTION SETTLEMENTS

IF YOU SUFFERED HARM AS A RESULT OF THE INCIDENTS AT THE LIMETREE BAY REFINERY FROM FEBRUARY TO MAY 2021, YOU MAY BE ENTITLED TO A PAYMENT FROM CLASS ACTION SETTLEMENTS

A court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.

Please do not contact the Court. Your legal rights are affected whether you act or don't act.

Read this Notice carefully.

- In 2021, Plaintiffs filed four (4) class action lawsuits (the “Litigation”) alleging that the failed restart of the Limetree Bay Refinery located on St. Croix, United States Virgin Islands (the “Refinery”) caused the emission, release, and discharge—on multiple occasions—of hazardous and toxic chemicals, substances, gases, and odors, from February 2021 until the Refinery was forced to shut down in May 2021 (the release “Incidents” of February 4, 2021, April 23, 2021, May 5, 2021, and May 12, 2021).
- Plaintiffs allege that these release Incidents caused significant injuries to affected residents of St. Croix, including but not limited to property damage, nuisance, trespass, economic losses, physical and emotional health manifestations, and non-reimbursed out-of-pocket expenses. The Settling Defendants (defined below) deny the allegations asserted by Plaintiffs in the Litigation and deny any wrongdoing or liability in connection with the release Incidents at the Refinery.
- Plaintiffs have reached agreements to settle their claims against certain of the Defendants in the Litigation (the “Settlement Agreements”), including (1) a settlement between Plaintiffs and Defendants ArcLight Capital Partners, LLC, ArcLight Energy Partners Fund VI, L.P., ArcLight Limetree AIV, L.P., Limetree Bay Holdings, LLC, Limetree Bay Preferred Holdings, LLC, and Freepoint Commodities LLC; (2) a settlement between Plaintiffs and Defendant Pinnacle Services, LLC; (3) a settlement between Plaintiffs and Universal Plant Services (VI), LLC; (4) a settlement between Plaintiffs and Excel Construction and Maintenance VI, Inc.; (5) a settlement between Plaintiffs and Versa Integrity Group, Inc.; (6) a settlement between Plaintiffs and Elite Turnaround Specialists, Ltd.; and (7) a settlement between Plaintiffs and Defendants EIG Global Energy Partners, LLC, Limetree Bay Ventures, LLC, and Limetree Bay Energy, LLC. The Defendants who are a part of these settlements are referred to in this Notice as the “Settling Defendants.”
- **Please note that Plaintiffs have not settled, and will continue to litigate, their claims against all remaining Defendants in the Litigation who are not included in the Settlement Agreements.**
- If you received a Notice about these settlements by mail or email, you are likely in the Settlement Class and may be eligible to file a Claim for a potential Settlement Payment.
- **IMPORTANT: You must file a Claim by November 3, 2026 to receive a payment from the settlements. This is a strict deadline.**
- Your legal rights **are affected**, and you have a choice to make. Your options are explained here.

Questions? Go to LimetreeBaySettlement.com or call 1-888-859-9973

YOUR LEGAL RIGHTS AND OPTIONS	
FILE A CLAIM	Submit a Claim Form to the Settlement Administrator by November 3, 2026 to apply for a potential Settlement Payment. <i>See</i> Questions 11-12.
DO NOTHING	Receive no payment and give up the right to sue Settling Defendants about the issues in the lawsuits.
OPT OUT	Receive no payment from the settlements and retain any rights you may have to sue Settling Defendants about the issues in the Litigation. To opt out, you must mail a signed request for exclusion by October 27, 2026 . <i>See</i> Questions 13-15 for details.
OBJECT OR COMMENT	Object or comment on the settlements by October 27, 2026 . <i>See</i> Questions 16-17 for details. If you object or comment, you can still file a claim and be eligible to receive a Settlement Payment.

- Questions? Read below or visit www.LimetreeBaySettlement.com or call 1-888-859-9973 for more information.

BASIC INFORMATION

1. Why is this Notice being provided?

If you received a Notice about the settlements by mail or email, you are likely in the Settlement Class and may be eligible to file a Claim for a potential Settlement Payment. Settlement Class Members who lived, worked, owned or rented property, owned a business, or were present in the Affected Geographic Area (defined below) that is alleged to have been impacted by the release Incidents from the Limetree Bay Refinery. Class action lawsuits were filed concerning these events and settlements have now been preliminarily approved by the Court with the Settling Defendants. This Notice provides information about the Litigation, the settlements, and your options as a Settlement Class Member. Please read this Notice carefully because it affects your legal rights. A federal court authorized the sending of this Notice to you. **This is not a solicitation.**

2. What is the Lawsuit about?

To address the harm caused by the failed restart of the Refinery, Plaintiffs filed their first lawsuit on May 19, 2021, immediately following the release Incidents. On March 5, 2024, Plaintiffs filed a Consolidated Amended Class Action Complaint, which they later amended on August 4, 2025.

Through the Litigation, Plaintiffs seek to hold accountable all entities and persons allegedly responsible for the release Incidents and to seek to remedy the property damage, nuisance, trespass, economic losses, physical and emotional health manifestations, and non-reimbursed out-of-pocket expenses suffered by Plaintiffs and Class Members as a result of the release Incidents. The Settling Defendants deny the allegations asserted by Plaintiffs in the Litigation and deny any wrongdoing or liability in connection with the release Incidents at the Refinery.

Questions? Go to LimetreeBaySettlement.com or call 1-888-859-9973

3. Why are there settlements?

Following an extensive mediation process overseen by a Court-appointed mediator, Plaintiffs and the Settling Defendants have agreed to settlements that have been preliminarily approved by the Federal Court. Settlement Class Members are entitled to submit a Claim to the Settlement Administrator to apply for a Settlement Payment, as further addressed in this Notice and the Settlement Agreements. **Settlement Class Members can submit such a Claim by filling out and returning the enclosed Claim Form or by submitting their Claim Form online at www.LimetreeBaySettlement.com by no later than November 3, 2026.**

The United States District Court of the Virgin Islands has preliminarily approved the settlements as fair and reasonable and authorized this Notice to be sent to you. The Court will hold a Final Approval Hearing on December 14, 2026 at 9:30 AM AST, in a courtroom to be determined, United States District Court of the Virgin Islands, Almeric L. Christian Federal Building and Courthouse, 3013 Estate Golden Rock, Suite 219, St. Croix, Virgin Islands 00820. Additional information about this Litigation and the settlements can be found at www.LimetreeBaySettlement.com.

The Plaintiffs and Defendants do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendants. Instead, the Plaintiffs and Settling Defendants have agreed to settle the lawsuit. The lawyers representing the Settlement Class believe the settlements are best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

Plaintiffs have not settled their claims against the remaining Defendants in the Litigation and will continue to litigate those claims against the Defendants who are not parties to the Settlement Agreements.

4. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

WHO IS INCLUDED IN THE SETTLEMENTS?

5. How do I know if I am a Settlement Class Member and included in the settlements?

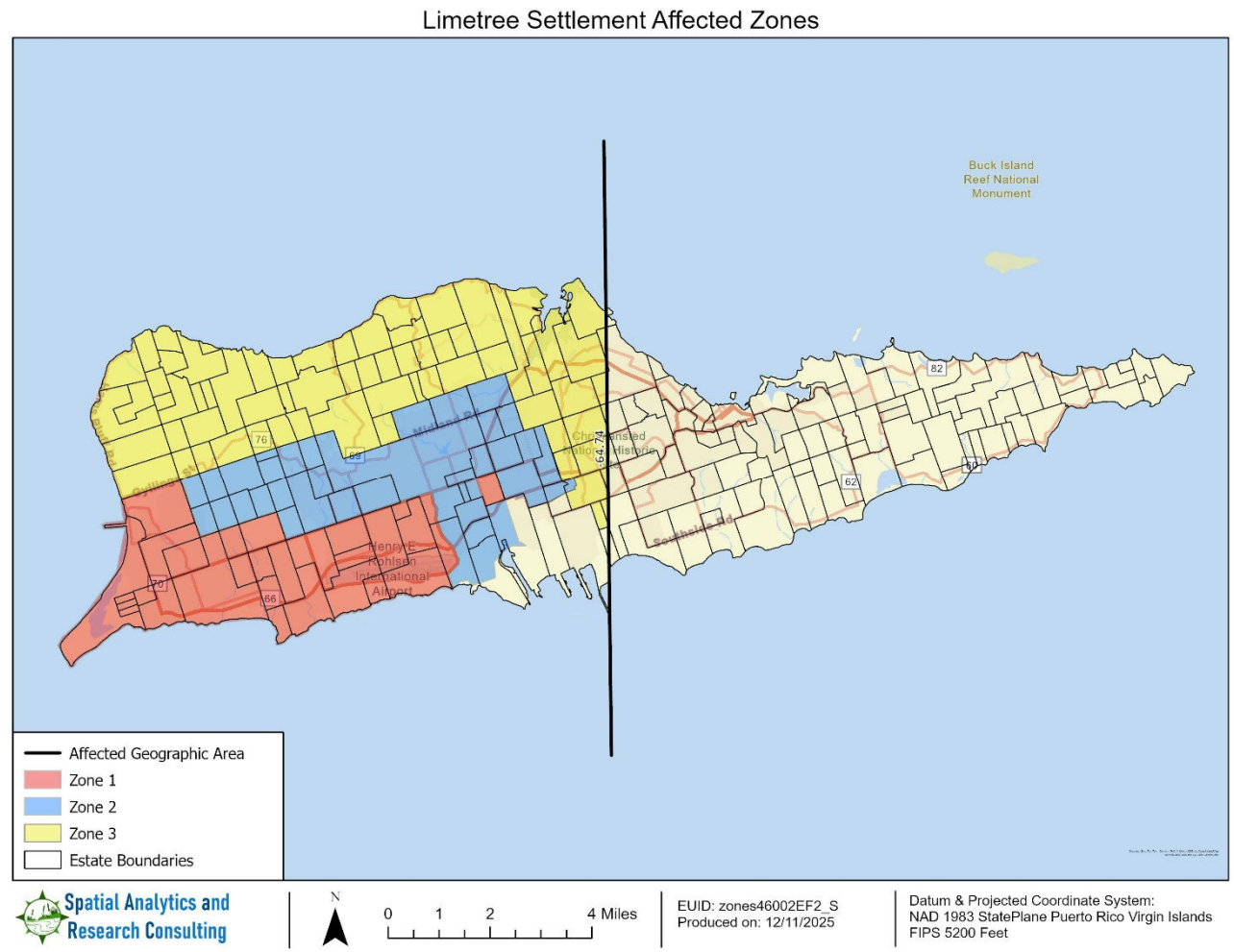
The term “Settlement Class” means all persons or entities: **(a) who owned or rented property (real and/or personal) in the Affected Geographic Area on or after February 3, 2021; or (b) who resided in, worked in, owned or operated a business in, or were present in the Affected Geographic Area during the time period from February 3, 2021 to May 26, 2021**, and includes, without limitation, all persons or entities who are retained clients of any law firms comprising Class Counsel before the date of execution of the Settlement Agreements and who assert or could assert claims arising out of the Incidents.

6. What is the “Affected Geographic Area?”

The term “Affected Geographic Area” means the western portion of the Island of St. Croix, more particularly described as bounded by 64.74 degrees West Longitude and the sea. A **Settlement Map** of the Affected Geographic Area is located on the Settlement Website,

Questions? Go to LimetreeBaySettlement.com or call 1-888-859-9973

www.LimetreeBaySettlement.com and is also available at the law offices listed below, and pasted below:



7. What if I am still not sure whether I am part of the settlements?

If you are still not sure whether you are a Settlement Class member, you may go to www.LimetreeBaySettlement.com or call toll-free 1-888-859-9973.

THE BENEFITS OF THE SETTLEMENTS

8. What do the Settlements provide?

Under the terms of the Settlement Agreements, copies of which are available at www.LimetreeBaySettlement.com, the Settling Defendants have agreed to collectively pay the non-reversionary cash amount of Fifty-Nine Million, Seven Hundred Ninety-Five Thousand Dollars (\$59,795,000) (the “Gross Settlement Fund”) to settle Plaintiffs’ claims against the Settling Defendants. By entering into the Settlement Agreements, the Settling Defendants do not admit any liability, fault, or violation of law and deny all allegations and claims against them, but entered into the Settlement Agreements to avoid the risk, burden, and expense of continued litigation. However,

Questions? Go to LimetreeBaySettlement.com or call 1-888-859-9973

none of this money will ever be returned to the Settling Defendants under any circumstance if the settlements are finally approved.

The Settlement Fund will be used to pay: (a) all Settlement Payments to Settlement Class Members; (b) all settlement administration fees and costs as approved by the Court; (c) Class Counsel's attorneys' fees, not to exceed one-third (33%) of the Gross Settlement Fund, plus costs, subject to the approval of the Court; and (d) service awards in an amount not to exceed \$5,000.00 for each Settlement Class Representative.

To become eligible for a Settlement Payment, a Settlement Class Member must submit a Claim Form with all requested information and documentation to the Settlement Administrator by the Claim Deadline, which is **November 3, 2026**. The Settlement Administrator shall receive, process and make determinations regarding all Claim Forms and will calculate any Settlement Payments to eligible Settlement Class Members using a pro rata point system taking into account claimed property damage (including but not limited to contamination to water cisterns), nuisance, trespass, economic losses, physical and emotional health manifestations, and non-reimbursed out-of-pocket expenses incurred that arose from the Limetree Bay Refinery release Incidents. The Settlement Administrator shall tally the points for each eligible Settlement Class Member based upon the Settlement Payment Grid (available at www.LimetreeBaySettlement.com) for use by the Settlement Administrator, and shall calculate each eligible Settlement Class Member's payment based upon the total amount of points awarded to all eligible Settlement Class Members.

If a Claim Form submitted to the Settlement Administrator is determined to be deficient, the Settlement Administrator shall send a deficiency letter giving the Settlement Class Member who submitted the deficient Claim Form twenty-one (21) days to respond and cure any deficiency. The Settlement Class Member shall have one opportunity to cure any deficiencies identified by the Settlement Administrator.

If a Claim Form submitted to the Settlement Administrator conclusively establishes (as determined by the Settlement Administrator) that the Claim is not eligible for a Settlement Payment under the Settlement Agreements, then the Settlement Administrator shall deny the Claim.

9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the settlements are approved and become final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called "Released Claims."

The Settlements do not release claims against the remaining Defendants in the Litigation.

10. What are the Released Claims?

In consideration of the benefits provided to Settlement Class Members by the Settling Defendants as described in the Settlement Agreements, Plaintiffs and the Settlement Class shall release and discharge the Released Parties from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance,

Questions? Go to LimetreeBaySettlement.com or call 1-888-859-9973

regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or any Settlement Class Members ever had, now have, may have, or hereafter can, shall, or may ever have against the Released Parties, on the basis of, arising from, or relating to the claims alleged in the Litigation and Parallel Litigations, less any opt-out Plaintiffs as contemplated herein. With respect to the subject matter of the Litigation and Parallel Litigations, Plaintiffs and Settlement Class Members hereby expressly waive the benefits of any statutory provision or common law rule that provides, in substance or effect, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected its settlement with any other party.

The Settlement Agreements shall also be binding upon, and inure to the benefit of, the heirs, successors, assigns, executors, and legal representatives of the Parties to the Settlement Agreements and all Released Parties.

The term “Released Parties” is defined in the settlements and shall not include Non-Released Parties or Non-Settling Insurers.

HOW TO GET BENEFITS FROM THE SETTLEMENTS

11. How do I submit a Claim Form?

Please note that the Claim Form is solely for Settlement Class Members who have suffered harm because of the release Incidents that took place at the Limetree Bay Refinery from February to May 2021. **If you do not claim to have suffered harm because of those Incidents, then you should not fill out the Claim Form.**

To be considered valid and timely Claim Forms must be submitted by November 3, 2026. Settlement Class Members may submit multiple Claim Forms before **November 3, 2026**, but shall not recover twice for the same item of alleged damage or harm. An adult family member can submit one Claim Form on behalf of each member of their immediate family, including their spouse and minor children (but not adult children). Otherwise, however, all adults (apart from spouses) need to submit their own Claim Form. If you are submitting this Claim Form on behalf of your immediate family, the Claim Form will ask you to list the immediate family members on whose behalf the Claim Form is being submitted. If necessary, you may attach additional pages to the Claim Form to provide information concerning minor children if there isn't enough space for this information on the Claim Form.

You may fill out this Claim Form in hard copy or you may fill out the electronic Claim Form located at www.LimetreeBaySettlement.com. The electronic Claim Form can be filled out using the HIPAA-compliant portal located on the website. If you fill out the Claim Form in hard copy, you may return it by uploading it using the HIPAA-compliant portal at www.LimetreeBaySettlement.com or by mail to Limetree Bay Settlement Administrator, P.O. Box 2420, Portland, OR 97208-2420.

If you have any questions about this Claim Form, please call the Settlement Administrator toll-free at 1-888-859-9973 or contact the Settlement Administrator using the Contact Us form located at www.LimetreeBaySettlement.com. For additional information about the settlements, please visit www.LimetreeBaySettlement.com. You may also visit the following law offices:

Questions? Go to LimetreeBaySettlement.com or call 1-888-859-9973

Lee J. Rohn & Associates 56 King Street, Third Floor Hamilton House Christiansted, U.S.V.I. (340) 778-8855 info@rohnlaw.com	Colianni & Leonard 2120 Company Street, Christiansted, St. Croix (340) 719-1766 mailbox@colianni.com	Dema Law 1236 Strand Street, Suite 103 Christiansted, St. Croix (340) 773-6142 limetree-claims@demalaw.com
---	---	---

Important -- It is your responsibility to let the Settlement Administrator know if your mailing address changes at any time before you receive a Settlement Payment or if you want future mail sent to a different mailing address. If you fail to keep your address current, you may not receive your Settlement Payment to the extent you are entitled to one.

12. When will I receive my Settlement Class Member Benefits?

Timing of Payments. The Settlement Administrator will issue all payments owed to Settlement Class Members as soon as practicable and within one hundred twenty (120) days after the Effective Date , which is the date when the settlements have been granted final approval by the Court and the Court’s decision can no longer be appealed. The Settlement Administrator will issue its payments via check (standard mail), Venmo, Zelle, or ACH at the election of the Settlement Class Member, who can make such election on their Claim Form or via the Settlement Website.

Uncashed Checks. All checks issued by the Settlement Administrator will remain valid for one hundred eighty (180) days (“Check Cashing Period”). Ninety (90) days after the later of the Check Cashing Period or the conclusion of the Litigation, the total amount of any uncashed settlement checks will be distributed to a *cy pres* recipient to be agreed to by the Parties, subject to approval by the Court.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENTS

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must exclude yourself or “opt-out” of the settlements.

13. How do I exclude myself/opt-out of the settlements?

If you wish to exclude yourself from the settlements so that you do not receive any Settlement Payment to which you may be entitled and are not bound by any release of claims, then you must submit a written request to opt out of the settlements to the Settlement Administrator, postmarked by **October 27, 2026**.

Your request for exclusion must include your printed name, address, telephone number, email address, a statement that you request exclusion from the Settlement Class, and it must be personally signed by you. Requests for exclusion cannot be made on a group or class basis.

All Settlement Class Members who do not timely and properly request exclusion from the Settlement Class will in all respects be bound by all terms of the Settlement Agreements and the Court’s Final Approval Order.

Questions? Go to LimetreeBaySettlement.com or call 1-888-859-9973

The request for exclusion must be sent to the Settlement Administrator at Limetree Bay Settlement Administrator, PO Box 2420, Portland, OR 97208-2420.

Any person who requests exclusion from the settlements will not be entitled to any Settlement Payment and will not be bound by the Settlement Agreements or have any right to object, appeal, or comment thereon.

14. If I opt-out can I still get anything from the settlements?

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the settlements or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the settlements and submit a timely and valid Claim Form.

15. If I do not opt-out, can I sue Settling Defendants for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims these settlements resolve and release, and you will be bound by all the terms of the settlements, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in these settlements. **However, these settlements release only your claims against the Settling Defendants and the other Released Parties. Your right to pursue claims against the remaining, non-settling Defendants in the Litigation—who are not parties to the Settlement Agreements—is not affected, and the Litigation against those Defendants will continue.**

OBJECTING TO THE SETTLEMENTS

16. How do I tell the Court I do not like the settlements?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the settlements and/or Application for Attorneys' Fees, Costs, and Service Awards.

If you wish to submit a Claim Form and seek a Settlement Payment but submit an objection to the settlements, you must submit a written objection to the Settlement Administrator postmarked by **October 27, 2026**, explaining why you believe that the Settlement Agreements should not be approved by the Court as fair, reasonable, and adequate.

The written statement **must** include the following information:

- (a) the objector's name, address, telephone number, email address (if you have one), and, if represented by counsel, the name, address, telephone number, and email address of his or her counsel;
- (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- (c) copies of any papers, briefs, or other documents upon which the objection is based or upon which the objector or his or her counsel intends to rely;
- (d) a statement of whether the objector or their counsel intends to appear at the Court's Final Approval Hearing concerning the settlements, either in person or through counsel; and
- (e) the objector's handwritten signature.

If you wish to send the Settlement Administrator a letter in support of the settlements, you are free to do so, and may send your letter to Limetree Bay Settlement Administrator, PO Box 2420, Portland, OR 97208-2420.

Questions? Go to LimetreeBaySettlement.com or call 1-888-859-9973

17. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the settlements. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the settlements.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in the lawsuit?

The attorneys who represent the Settlement Class include those listed in the chart below. You may hire your own lawyer at your expense if you so choose, but you do not have to.

Co-Lead Class Counsel Kerry J. Miller MILLER THIBODEAUX DYSART VEITH & PASCHAL, LLC 643 Magazine Street, Suite 405 New Orleans, LA 70130 Limetree@mtdvp.com	Co-Lead Class Counsel Daniel H. Charest BURNS CHAREST LLP 900 Jackson Street, Suite 500 Dallas, TX 75202 limetree@burnscharest.com	Co-Lead Class Counsel Shanon J. Carson BERGER MONTAGUE PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103 limetree@bergermontague.com
Lee J. Rohn & Associates 56 King Street, Third Floor Hamilton House Christiansted, U.S.V.I. (340) 778-8855 info@rohnlaw.com	Colianni and Leonard 2120 Company Street, Christiansted, St. Croix (340) 719-1766 mailbox@colianni.com	Dema Law 1236 Strand Street, Suite 103 Christiansted, St. Croix (340) 773-6142 limetree-claims@demalaw.com

19. How will Class Counsel be paid?

You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreements provide that attorneys' fees and costs will be paid from the Gross Settlement Fund **subject to the approval of the Court**. The attorneys' request for fees will not exceed one-third of the Gross Settlement Fund plus reimbursement of reasonable out-of-pocket expenses.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the settlements and Application for Attorneys' Fees, Costs, and Service Awards. You may attend and ask to speak if you file an objection by the deadline, but you do not have to.

20. When and where will the Court decide whether to approve the settlements?

The Court will hold a Final Approval Hearing on **December 14, 2026, at 9:30 a.m.** before the Honorable Judge Mark A. Kearney at the United States District Court of the Virgin Islands, Almeric L. Christian Federal Building and Courthouse, 3013 Estate Golden Rock, Suite 219, St. Croix, Virgin Islands 00820. At this hearing, the Court will consider whether the settlements are fair, reasonable,

Questions? Go to LimetreeBaySettlement.com or call 1-888-859-9973

and adequate and decide whether to finally approve the settlements and the Application for Attorneys' Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.LimetreeBaySettlement.com to confirm the date and time of the Final Approval Hearing have not changed.

21. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

22. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

GET MORE INFORMATION

23. How do I get more information about the settlements?

If you need more information or have any questions, please call the Settlement Administrator toll-free at 1-888-859-9973 or contact the Settlement Administrator using the Contact Us form located at www.LimetreeBaySettlement.com. For additional information about the settlements, please visit www.LimetreeBaySettlement.com.

This Notice only summarizes the Litigation, the settlements and related matters. For more information, you may also inspect the Court files at the Office of the Clerk, United States District Court of the Virgin Islands located at 3013 Estate Golden Rock, Suite 219, St. Croix, Virgin Islands, 00820, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

PLEASE DO NOT CONTACT THE COURT.

Questions? Go to LimetreeBaySettlement.com or call 1-888-859-9973