IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

ATLANTIC BASIN REFINING, INC.

Plaintiff, Case No.: 1:15-cv-71

v.

ARCLIGHT CAPITAL PARTNERS, LLC
and JP ENERGY PARTNERS, LP,

Defendants.

_________________________________/

COMPLAINT

Plaintiff, Atlantic Basin Refining, Inc. ("ABR" or "Plaintiff"), sues Defendants, Arclight Capital Partners, LLC ("ArcLight") and JP Energy Partners, LP ("JP Energy") (collectively at times, "Defendants"), and alleges:

THE PARTIES

1. Plaintiff, ABR, is a corporation formed under the laws of the U.S. Virgin Islands with its principal place of business in St. Croix, United States Virgin Islands, and therefore a citizen of St Croix.

2. Defendant, ArcLight, is a Delaware limited liability company, with its principal place of business at 200 Clarendon Street, 55th Floor, Boston, MA 02116, and therefore a citizen of Delaware and Massachusetts. On information and belief, none of the members of ArcLight are citizens of the U.S. Virgin Islands.

3. Defendant, JP Energy is a Delaware limited partnership with its principal place of business at 600 East Las Colinas Blvd, Suite 2000, Irving Texas 75039. It is

therefore a citizen of Delaware and Texas. On information and belief, none of the members of JP Energy are citizens of the U.S. Virgin Islands.

4. According to representations made by JP Energy, ArcLight is a majority owner in JP Energy. As explained in JP Energy's latest annual report to shareholders, JP Energy was capitalized by ArcLight and "ArcLight Capital [Partners] manages ArcLight Fund V, which controls [JP Energy's] general partner. . . ."

JURISDICTION AND VENUE

5. The Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332, diversity jurisdiction, because the parties are domiciled and reside in different states or territories and the amount in controversy exceeds $75,000, exclusive of interest and costs.

6. Defendants are subject to personal jurisdiction within this District: (1) because the actions and dealings that are the subject matter of this action relate to real property in St. Croix; (2) pursuant to 5 V.I.C. § 4903, because the claims arise from Defendants' actions in acquiring an interest in real property in St. Croix; and (3) pursuant to 5 V.I.C. § 4903, because the claims arise from Defendants' transaction of business in St. Croix and from Defendants causing tortious injury in this District.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(c) because real property that is the subject matter of this action is located in this District, the claims relate to the parties' dealings over that real property, the claims allege tortious injury in the District, and Defendants, through an affiliate company, Limetree Bay Holdings, LLC, are working to acquire a portion of that property in a bankruptcy proceeding pending in this District (Case No. 1:15-bk-10003-MFW).

INTRODUCTION

8. ABR is a company that sought to restart and operate the petroleum refinery and storage facility on St. Croix, which has long been a major component of the island economy. One of the founding principals of ABR is also a principal in St. Croix Renaissance Group, LLLP ("SCRG"). SCRG has been engaged in business ventures on St. Croix for 13 years, including the redevelopment of St Croix Renaissance Park, which was redeveloped from a defunct industrial site and now hosts a variety of different business enterprises. Members of SCRG have worked together successfully for more than 20 years on numerous brownfield redevelopment projects and other business ventures in both the USVI and continental United States.

9. Since the 1960s, Hess Oil Virgin Islands Corporation ("HOVIC"), and subsequently HOVENSA -- a joint venture of HOVIC and Petróleos de Venezuela S.A. ("PDVSA") – have operated an integrated refinery and oil terminal and storage facility on St. Croix (the "Refinery Facility"). At its peak, this was the largest refinery in the Caribbean, employing over 2,500 persons, nearly one-quarter of the island's workforce.

10. The Refinery Facility represented the economic heart of St Croix, not only because of the large number of Crucians who worked at the plant, but also because of the far reaching economic impact of its payroll, and the purchasing power of the refinery employees, on the economy of St. Croix. Private schools, restaurants, stores of all types, and all other service businesses were dependent on the payroll and the cash expenditures in the local economy which originated at the Refinery Facility. Further the Refinery Facility, paid millions of dollars each year in payments to the government, in corporate taxes, payroll taxes, and subsidized fuel for the U.S. Virgin Islands Water and

Power Authority, as well as provided discounted gasoline to the public. Its demise has been as impactful to the island economy as a Category 5 hurricane, and with a much longer afterlife.

11. When the ABR principals learned of the shutdown of the Refinery Facility, which is located immediately to the east of the St. Croix Renaissance Park, they developed a plan for the eventual reconfiguration, restart and operation of the refinery, with the stated goal of reclaiming as many job opportunities for Crucians as they could. With one of its principals having been involved in the redevelopment of the St Croix Renaissance Park, ABR felt that it was uniquely qualified to develop a reconfiguration and restart plan for the Refinery Facility.

12. After HOVENSA gave notice of its intention to close the Refinery Facility on January 17, 2012, HOVENSA approached the government of USVI and proposed certain amendments to its Concession Agreement with the government to permit operation as solely a storage terminal. The Concession Agreement between the USVI and HOVENSA required operation of the refinery, along with the terminal and storage facilities. The requested amendment would have allowed HOVENSA to shutter the refinery and keep only the marine terminal and oil storage in operation. This would have resulted in the permanent closure of the refinery, along with the loss of over 90 percent of the jobs at the Refinery Facility.

13. Former Governor John de Jongh, Jr. rejected this request. To preserve employment on the site, the Governor insisted that HOVENSA either continue to operate the Refinery Facility, or sell the business to a purchaser that would continue the refinery operations as provided in the Concession Agreement.

14. On April 3, 2013, the USVI and HOVENSA entered into the Fourth Amendment Agreement, as ratified by the Legislature of the Virgin Islands (the "Senate") on November 4, 2013, as Act No. 7566. This agreement required HOVENSA to engage an investment banker to find a buyer that would restore full operations at the Refinery Facility.

15. On November 12, 2013, HOVENSA engaged Lazard, Ltd. ("Lazard"), to conduct a marketing and sale process of the Facility, including the refinery and related storage and terminal assets.

16. Lazard marketed the Facility through its New York, Houston, and Paris offices, contacting a total of 142 parties during the initial marketing process, and identified several potential buyers that expressed interest in purchasing all of the Refinery Facility. Lazard held discussions with the bidders who had submitted preliminary bids. As a result of these discussions, ABR was designated as the purchaser, since only its final bid had met the terms of the solicitation. The Defendants were not among the parties identified as potential buyers.

17. As the designated purchaser, ABR then proceeded to negotiate a purchase and sale agreement with HOVENSA (the "Purchase and Sale Agreement"), whereby ABR would purchase the entire Refinery Facility, including the mothballed refinery, which ABR intended to reconfigure, restart and operate.

18. One condition imposed by the Government of the USVI was that ABR enter into a new operating agreement (the "Operating Agreement"), to replace the prior Concession Agreement entered into by and between the USVI and HOVENSA.

19. ABR then negotiated with the Government of the USVI an Operating Agreement that provided, among other things, a substantial series of payments to the USVI and a commitment by ABR to reconfigure, restart and operate the refinery. The net effect would be that ABR would provide over 1,000 jobs to the island's economy. Although less than the previous full employment at the Refinery Facility, this would nonetheless have provided a great boost to an economy devastated when the Refinery Facility closed, fulfilling one of the key goals sought by the Government for its citizenry.

20. The Purchase and Sale Agreement provided for certain payments that would have benefited the USVI, including, but not limited to, ABR paying:

a. $40 million owed to the Government of the USVI regarding the release of a judgment in connection with environmental litigation, which was collateralized by a mortgage encumbering the Refinery Facility; and

b. $26 million to the Pension Benefit Guaranty Corporation to address underfunded pension obligations for HOVENSA workers, many of whom reside in St. Croix.

21. Further, the Operating Agreement would have provided additional benefits to the USVI arising out of a new payroll, which would have added substantially to the USVI employment base, as well as paying payroll and other taxes to the government, and generating additional tax revenues from all of the businesses that would serve these refinery employees. In addition, the Operating Agreement would have ensured the continued supply of refined petroleum products at competitive prices to consumers on the USVI.

22. The closing with HOVENSA pursuant to the Purchase and Sale Agreement was conditioned upon the ratification of the Operating Agreement by the Senate, which, despite the benefits to the US Virgin Islands, rejected it on December 19, 2014.

ABR'S DEALINGS WITH ARCLIGHT AND ITS AFFILIATES

23. Prior to its negotiations with ABR, ArcLight had no involvement in the Refinery Facility, including the terminal and storage facility. ArcLight was introduced to the transaction by ABR to be a co-equal partner in the terminal and storage facility, from which both ArcLight and ABR would have made a substantial profit.

24. ABR's redevelopment plan required a financial partner in order to demonstrate to the Senate that it could proceed with the plan. The identification of this partner and its joinder in the project was time-sensitive, which ArcLight knew to be the case. Once the financial partner had been identified, the timing of the redevelopment plan would preclude the later replacement of the financial partner.

25. Moreover, ArcLight knew that the identification of a financial partner and that partner's financial commitment to the project was a necessary component of ABR's redevelopment plan, such that once ArcLight had been identified as the financial partner and committed to the project, ABR would be at risk if ArcLight chose to unilaterally withdraw its financial support, which in fact it did.

26. Prior to being approached by ABR, ArcLight had no involvement in the Refinery Facility, and had conducted no analysis of the potential economic benefits of participation in the transaction. As will be explained below, ArcLight later decided to co-opt the entire terminal and storage transaction for itself, and, to that end, took actions to pursue the terminal and storage facility for its own account, and eliminate ABR's ability

to bid on the Refinery Facility, by strategically withdrawing its financial commitment at a time that left, and which ArcLight knew would leave, ABR without the ability to secure another financial partner and proceed with the project.

27. In January 2015, ABR, with the support of local governmental leaders, continued its prior negotiation with ArcLight to act as the financial partner to ABR in connection with the purchase of the Refinery Facility. These negotiations led to ArcLight requesting clarification as to certain provisions in the Purchase and Sale Agreement, set forth in correspondence from ABR's counsel to Lazard on February 19, 2015.

28. On February 20, 2015, HOVENSA's counsel responded favorably to the requested clarifications as to certain provisions in the Purchase and Sale Agreement, and stated in its correspondence that "HOVENSA and its owners are keenly interested in considering strategic options available to them with respect to HOVENSA. Consequently, HOVENSA and its owners continue to encourage all interested parties, including ABR, to evaluate and make proposals for their consideration".

29. ArcLight determined that it would use JP Energy, a partnership controlled by ArcLight and in which ArcLight is the majority owner of the general partner, as the entity to act as the financial partner and operator of the terminal and storage facility, as well as to own a 50 percent interest in St. Croix Terminal ("SCT"), the subtenant under the long term lease for the terminal and storage facility.

30. Based upon the clarifications provided by HOVENSA on February 20, 2015, and further negotiations with ArcLight, ABR and JP Energy entered into a letter agreement dated March 10, 2015 (the "Letter Agreement"), which included a structure for partnering on the transaction, whereby at time of closing with HOVENSA, Atlantic

Basin Refining Holdings, LLC ("ABRH"), a wholly-owned subsidiary of ABR, would acquire all of the membership interests of HOVENSA, HOVENSA (as of the closing owned by ABRH) would then lease the terminal facility to ABRH, and ABRH would sublease the terminal facilities to SCT for up to 42 years.

31. Pursuant to the Letter Agreement, ABR and JP Energy would each have had a 50 percent interest in SCT. At time of closing, JP Energy was to prepay the base rent pursuant to the lease agreement in the amount of $125 million, which funds would be used by ABRH to pay various closing costs and expenses in order to acquire the membership interests of HOVENSA and thereby acquire the Refinery Facility.

32. The Letter Agreement also included ArcLight/JP Energy's obligation to fund up to $65 million to ABR for its overhead and other post-closing costs, prior to securing the project financing for the refinery restart. The total commitment was for $190 million, the same amount that (as will be discussed) ArcLight ultimately offered in its attempt to acquire the terminal and storage facilities for its own account.

33. The representations by the Defendants that they supported the structure of the transaction and had access to funds sufficient to close on the transaction were relied upon by ABR, as stated orally to Lazard and to local government officials. These representations were also set forth in a letter dated May 18, 2015 sent by JP Energy to Lazard (the "Financial Support Letter"), which incorporated by reference a separate letter sent by ABR's counsel to Lazard and dated February 19, 2015, and reaffirmed JP Energy and Arclight's acceptance of the structure of the terminal facility transaction and their financial commitment and ability to fund said transaction. In turn, ABR used the Financial Support Letter to demonstrate to HOVENSA that it had the ability to close.

34. On or about June 19, 2015, without any prior notification and completely contrary to its prior negotiations and representations to ABR, JP Energy sent a proposed term sheet to ABR seeking to unilaterally change the structure of the transaction from a long-term lease of the terminal facility by SCT to a transaction whereby the title to the terminal facility would be transferred to JP Energy. This proposed change would also affect the economics of the transaction since it would eliminate the long-term lease to SCT and thereby eliminate ABR's interest in the terminal and storage facility.

35. ABR informed JP Energy that while it was willing to meet with JP Energy and discuss any concerns it may have regarding the Letter Agreement, ABR was not willing to change the structure of the transaction or the economic terms, as set forth in the Letter Agreement, and the Letter Agreement remained unchanged.

36. On July 1, 2015, ABR and the Defendants met with HOVENSA to discuss the Purchase and Sale Agreement in New York. At the meeting, HOVENSA inquired as to the status of the internal agreement between ABR and the Defendants. as they wanted to bring the transaction to the Governor of the USVI as soon as possible. Defendants responded that they had come to terms on these matters and needed perhaps one day to finalize a shared services agreement. HOVENSA advised ABR that its counsel would conform the Purchase and Sale Agreement to reflect the few changes discussed and would provide said agreement to ABR, by the end of the following week (*i.e*. by July 10, 2015). The target date for all agreements to be finalized was July 15, 2015.

37. At the meeting in New York and thereafter, ABR suggested that ArcLight and ABR meet either in Boston or Miami. ArcLight was unwilling to meet.

38. Without prior discussion or notice, on July 9, 2015, the Defendants provided a new proposed term sheet to ABR which was inconsistent with the structure of the transaction and the economic terms set forth in the Letter Agreement, and the Defendants stated that they would withdraw their funding commitment unless ABR capitulated to their demands. ABR was willing to meet with the Defendants and discuss any matters that the Defendants wished to discuss, but was unwilling to agree to the adverse structural and economic changes which the Defendants were attempting to dictate.

39. The Defendants pursued this tactic knowing that if they withdrew their financial support at that late stage, it would be highly unlikely that ABR could secure another financial partner in time to close on the Refinery Facility transaction, and that ABR would lose the opportunity.

40. In the months leading up to the July 1 meeting, and at the meeting itself, no new facts emerged that would have warranted a revisiting of the key terms of the Letter Agreement between ABR and the Defendants.

ARCLIGHT STEALS THE DEAL

41. Defendants were not willing to meet with ABR unless ABR agreed in advance to the Defendants' ultimatum. Instead, the Defendants proceeded to negotiate with HOVENSA, through a newly-formed Arclight subsidiary, Limetree Bay Holdings, LLC ("LBH"), an Asset Purchase Agreement (the "Asset Purchase Agreement") to purchase the same marine terminal and storage facility which the Defendants had

agreed to lease pursuant to the Letter Agreement, for the same amount of money the Defendants were to pay under the Letter Agreement ($190 million), but without having to share in the ownership of the marine terminal and storage facility with ABR.

42. LBH executed the Asset Purchase Agreement with HOVENSA on September 4, 2015, to acquire the marine terminal and storage facility. On September 15, 2015, HOVENSA filed its debtor-in-possession case in the United States Bankruptcy Court for the US Virgin Islands. On the day of the filing, ArcLight announced that LBH would buy the terminal and storage assets – not including the refinery – in a bankruptcy transaction from HOVENSA, and confirmed that LBH had signed a bankruptcy stalking horse agreement with HOVENSA to accomplish this purchase. The press release dated September 15, 2015, further provided that the stalking horse transaction would preserve a paltry 70 jobs.

43. A key aspect of the LBH transaction is the proposed separation of the refinery, from the terminal facility. While the Purchase and Sale Agreement would have resulted in ABR acquiring the Refinery Facility, the Defendants' new structure takes the only asset that could immediately make money and abandons the refinery, which would have been the engine for a partial recovery to the devastated Crucian economy. The LBH transaction now not only does not preserve the refinery, it removes critical infrastructure from any future refinery transaction, thus dooming any attempt to restore and restart the refinery, and thereby help restore and restart the Crucian economy by creating jobs. The LBH transaction will only preserve 70 jobs in connection with the terminal and storage. By separating the ownership of the terminal facility from the

refinery, this effectively makes the restoration and restart of the refinery extremely unlikely, if not impossible.

44. Since the LBH transaction separates the refinery from the terminal storage facility, the purchase and reconfiguration, restart and operation of the refinery is highly unlikely. While the deal pursued by and always contemplated by ABR would not only operate the terminal facility but restart the refinery, creating approximately 1,000 jobs, Arclight's maneuvering to purchase the terminal facility has brought that effort to an end.

45. Upon information and belief, Defendants negotiated the Letter Agreement with ABR under false pretenses, with no intention of proceeding with the project as contemplated by ABR, or to reinvigorate the island economy. Defendants acted with the purpose and intent to convert ABR's activities and efforts to gain access to HOVENSA and the Refinery Facility, to co-opt for their own purposes the goodwill and preferred negotiating position enjoyed by ABR while excluding ABR, and ultimately, to execute an Asset Purchase Agreement to acquire the terminal facility only, using LBH as an alter ego. Defendants benefited from ABR's position in the transaction, business ideas and strategies, contacts with HOVENSA and the government, and knowledge and diligence regarding the Refinery Facility, and ultimately took the entire transaction for themselves, through LBH, a newly created ArcLight subsidiary.

46. ArcLight and JP Energy's action to direct the transaction to LBH deprived ABR of the benefits of a 50 percent share in the terminal and storage business. ABR's internal estimates projected that these components (exclusive of the refinery) would generate millions per year in profit. ABR would have had a 50 percent share in SCT

(the terminal/tank farm operator) and therefore lost out on 50 percent of this income stream.

47. Defendants' structure of the LBH transaction severed the terminal facility from the refinery, thereby appropriating the oil storage tanks necessary to support the refinery and making it highly unlikely if not impossible for ABR to be able to secure the project financing needed to reconfigure, restart and operate the Refinery Facility. This deprived ABR of the substantial profit it expected to obtain from reconfiguration, restart and operation the refinery. These damages are in addition to the loss of the 50 percent interest in SCT.

48. Defendants' self-dealing and misrepresentations deprived ABR of the benefits of these transactions causing it substantial damages, including loss of the profits ABR reasonably expected to realize from its bid to acquire the Refinery Facility. At the same time, ArcLight's actions also frustrated the substantial benefits to the workforce and economy of St Croix sought by the United States Virgin Islands.

COUNT I
TORTIOUS INTERFERENCE WITH EXISTING AND PROSPECTIVE BUSINESS RELATIONSHIPS

49. Plaintiff re-alleges paragraphs 1 - 48 as if fully set forth herein.

50. ABR had an expectation of benefiting from the purchase of the HOVENSA terminal and refinery, a 50% ownership in the terminal and storage business, and the ownership and operation of the refinery. ABR would have received these expected benefits absent Defendants' acts.

51. Defendants knew of that expectation and in fact were privy to ABR's financial projections.

52. Defendants wrongfully interfered by initially agreeing to act as ABR's financial partner and to operate the terminal facility, and then pulling out at a moment strategically calculated to disrupt and terminate ABR's transaction to acquire the Refinery Facility, which increased the likelihood that the Defendants could acquire the terminal portions, and eliminate ABR's 50 percent interest in SCT.

53. Defendants' manipulated ABR in bad faith in order to frustrate ABR's ability to acquire the Refinery Facility, thereby improving Defendant ArcLight's chances to succeed in acquiring the terminal and storage facility without having to share a 50 percent ownership interest with ABR.

54. ABR was damaged due to Defendants' interference. It lost its expected profits from the transaction and its ownership of the Refinery Facility, including a 50 percent interest in the terminal and storage business, and profits from the reconfiguration, restart and operation of the refinery, as well as its share of any eventual resale of the Refinery Facility.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants for money damages, prejudgment and post-judgment interest, attorneys' fees and costs, and such other and further relief as the Court may deem appropriate.

COUNT II
UNJUST ENRICHMENT

55. Plaintiff re-alleges paragraphs 1 - 48 as if fully set forth herein.

56. ABR had an expectation of benefiting from the purchase and operation of the HOVENSA terminal facility and the refinery and would have received the expected benefits absent Defendants' acts. Defendants knew of that expectation and in fact were privy to ABR's financial projections.

57. Defendants' self-dealing deprived ABR of the benefits of these transactions causing it substantial damages, including loss of the profits ABR reasonably expected to realize as a 50 percent owner of SCT, the tenant under the lease of the terminal and storage facility.

58. At the same time Defendants enriched themselves and their newly-formed affiliate, LBH, by co-opting the terminal and storage facility for the Defendants and co-opting for themselves Plaintiff's share of the terminal and storage business.

59. Defendants were unjustly enriched by the value of Plaintiff's share of the terminal and storage assets of the facility and the earnings therefrom. Plaintiff was likewise damaged by the loss of its share of the terminal and storage business improperly appropriated by Defendants.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants for money damages, prejudgment and post-judgment interest, attorneys' fees and costs, and such other and further relief as the Court may deem appropriate.

COUNT III
QUANTUM MERUIT

60. Plaintiff re-alleges paragraphs 1 - 48 as if fully set forth herein.

61. ABR conferred a benefit on Defendants, *inter alia*, introducing Defendants to the transaction and ABR's strategies, plans and analyses for the purchase, restart and operation of the Refinery Facility. Defendants later improperly used the introduction and information for their own benefit, appropriated selected portions of the transaction, and ran with it on their own.

62. Defendants accepted and retained the benefits of the terminal purchase, but failed to provide the funds to ABR for it to continue in the larger transaction.

63. It would be inequitable for Defendants to retain the benefits without payment of value to ABR.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants for money damages, prejudgment and post-judgment interest, attorneys' fees and costs, and such other and further relief as the Court may deem appropriate.

COUNT IV
MISAPPROPRIATION

64. Plaintiff re-alleges paragraphs 1 - 48 as if fully set forth herein.

65. ABR presented Defendants with business ideas, plans, strategies and other non-public strategic information for the purchase and operation of the terminal and the remainder of the facility. Defendants misappropriated this information which ABR presented to Defendants for use in acting as ABR’s partners.

66. ABR took steps to protect the secrecy of its plans and other confidential information, as these were disclosed to Defendants with the express understanding that the material would be confidential. In fact, the parties signed a Letter Agreement detailing each parties’ commitment to the other.

67. ABR’s plans contain novel ideas on how to revive the HOVENSA terminal and refinery, as well as strategies and plans to implement these business ideas. After deterioration of the relationship, ABR learned that Defendants were improperly continuing negotiations with HOVENSA for the terminal only, following through on the ideas and plans developed by ABR and disclosed with Defendants through their role as ABR’s financial partner.

68. ABR’s plans and other information appropriated by Defendants were of actual or potential economic value.

69. Defendants are using information gained from ABR in their dealings with HOVENSA and future plans for the Terminal Facility.

70. ABR has been damaged by Defendants appropriation of its business ideas, plans and strategies, and using such information to pursue the HOVENSA transaction without ABR.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants for money damages, prejudgment and post-judgment interest, attorneys' fees and costs, and such other and further relief as the Court may deem appropriate.

COUNT V
BREACH OF FIDUCIARY DUTY

71. Plaintiff re-alleges paragraphs 1 - 48 as if fully set forth herein.

72. Defendants and ABR had expressed the intention to form, and had established, a joint venture partnership for acquisition and operation of the marine terminal and storage facilities. This included the division of profits on agreed terms, joint control and operation of the facilities, the allocation of financial resources, expertise and other contributions, and the joint ownership of a new entity, St. Croix Terminal, to undertake the venture.

73. Defendants were ABR's financial and operational partners, and through JP Energy were its co-owners in SCT. Thus, they owed a fiduciary duty to ABR. Defendants breached that duty when they took actions to undermine ABRs participation in the transaction so as to gain full ownership and control for themselves through an affiliate, LBH, created for that purpose.

74. Defendants acted in bad faith, against ABR's interests and in favor for their own, to secure for ArcLight ABR's share of the marine terminal and storage business.

75. ABR was damaged by its loss of 50 percent interest in the marine terminal and storage venture with which it had partnered with defendants, including the profits that were to accrue to ABR from that business venture, and the loss of profits from the reconfiguration, restart and operation of the refinery, as well as its share of any eventual resale of the Refinery Facility.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants for money damages, prejudgment and post-judgment interest, attorneys' fees and costs, and such other and further relief as the Court may deem appropriate.

DEMAND FOR TRIAL BY JURY

Plaintiff demands trial by jury on all issues and claims so triable.

DATED: November 16, 2015.

Respectfully submitted,

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By: _*/s/Andrew C. Simpson*_______

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