

TABLE OF CONTENTS

I. <u>INTRODUCTION</u>	1
II. <u>JURISDICTION AND VENUE</u>	3
III. <u>APPLICABILITY</u>	3
IV. <u>DEFINITIONS</u>	4
V. <u>PAYMENTS BY SETTling DEFENDANTS</u>	7
VI. <u>STIPULATED PENALTIES</u>	8
VII. <u>GUANICA OIL SPILL RESTORATION ACCOUNT</u>	11
VIII. <u>COVENANTS BY PLAINTIFFS</u>	12
IX. <u>COVENANTS BY THE SETTling DEFENDANTS</u>	15
X. <u>COSTS</u>	15
XI. <u>NOTICE</u>	15
XII. <u>RETENTION OF JURISDICTION</u>	17
XIII. <u>MODIFICATION</u>	17
XIV. <u>PUBLIC PARTICIPATION</u>	17
XV. <u>FINAL JUDGMENT</u>	18
XVI. <u>TERMINATION</u>	18
XVII. <u>SIGNATORIES/SERVICE</u>	19
XVIII. <u>INTEGRATION</u>	19
XIX. <u>APPENDICES</u>	19

I. INTRODUCTION

A. The United States of America (“United States”), on behalf of the United States Department of the Interior (“DOI”) and the United States Fish and Wildlife Service (“FWS”), and the Commonwealth of Puerto Rico (the “Commonwealth”), on behalf of the Department of Natural and Environmental Resources (“DNER”), have filed a Complaint against GMR Progress LLC and General Maritime Management (Portugal) Lda., (“Settling Defendants”) in this Court alleging that the Settling Defendants are liable to the United States and the Commonwealth under Section 1002(a) and (b) of the Oil Pollution Act of 1990 (“OPA”), 33 U.S.C. § 2702 (a) and (b), for damages for injury to, destruction of, loss of, or loss of use of, Natural Resources, resulting from discharges of oil from the Genmar Progress on or around August 29, 2007.

B. The Complaint alleges that, on or about August 29, 2007, oil was discharged from the Motor Vessel Genmar Progress, a Liberian flagged oil tanker owned by GMR Progress LLC and operated by General Maritime Management (Portugal) Lda., while the vessel was anchored in Guayanilla Bay, Puerto Rico. The oil leaked from one of the vessel’s oil holding tanks into a ballast tank. A mix of oil and ballast water was released into Guayanilla Bay when the vessel emptied its ballast tanks in preparation for a cargo inspection. At least 14,000 gallons were unaccounted for in the vessel’s oil holding tanks. Oil was observed off the southwestern coast of Puerto Rico between Guayanilla Bay and La Parguera. Overflights revealed large sheen patches, dark brown oil and heavy black surface oil slicks. Based on mapped areas of surface oil, approximately 45,000 gallons of oil was released. Beginning on August 30, 2007 heavy to medium oiling and sheen washed ashore at various locations along the southwest coastline, including Guayanilla, Guanica Bay, La Parguera, and Cabo Rojo. The Trustees initiated

Response activities, which included setting up booms, skimming free-floating oil, overflights, shoreline assessment and cleanup, and oiled wildlife fieldwork, surveys and recovery. The Response operation was completed on October 12, 2007. All of the foregoing events are referred to as the “Incident.”

C. The Complaint further alleges that the Incident caused injury to, destruction of, loss of, or loss of use of, Natural Resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States and the Commonwealth.

D. The Trustees for the Natural Resources injured by the Incident include the FWS, on behalf of the United States, and DNER, on behalf of the Commonwealth. The FWS is designated as a Trustee pursuant to Section 1006(b)(2) of OPA, 33 U.S.C. § 2706(b)(2), Subpart G of the National Oil and Hazardous Substances Pollution Contingency Plan (“NCP”) (40 C.F.R. §§ 300.600, *et seq.*) and Executive Order 12580 (3 C.F.R., 1987 Comp. p. 193, 52 Fed. Reg. 2923 (January 23, 1987) as amended by Executive Order 12777 (56 Fed. Reg. 54757 (October 19, 1991))). DNER is designated as a Trustee pursuant to Section 1006(b)(3) of OPA, 33 U.S.C. § 3706(b)(3), and subpart G of the NCP. The United States and the Commonwealth share trusteeship of the Natural Resources alleged in the Complaint to be injured and are coordinating restoration efforts. The Trustees believe the obligations of the Settling Defendants set forth in this Consent Decree, including the obligation to pay a sum as described herein, constitute adequate compensation for natural resources damages arising from the Incident.

E. In 2010, the Trustees and the Settling Defendants entered into a Joint Stipulation and Settlement Agreement, attached hereto as Appendix A, under which Settling Defendants agreed to pay \$6,273,270.20 in full satisfaction of the Removal Costs owed under 33 U.S.C. § 2702(b)(1). The Trustees expressly reserved the right in the Joint Stipulation and Settlement

Agreement to recover Natural Resource Damages, as defined in 33 U.S.C. § 2702(b)(2)(A). The Settling Defendants admit that they are liable for all Natural Resource Damages as defined in 33 U.S.C. 2702(b)(2)(A) proximately caused by the Incident.

F. The Parties agree, and the Court, by entering this Consent Decree, finds that this Consent Decree has been negotiated by the Parties in good faith, that it is intended to avoid litigation among the Parties and that it is fair, reasonable, and in the public interest.

NOW THEREFORE, with the Consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED AND DECREED as follows:

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to Section 1017(b) of OPA, 33 U.S.C. § 2717(b), and 28 U.S.C. §§ 1331, 1345, and 1367. Venue lies in this District pursuant to Section 1017(b) of OPA, 33 U.S.C. § 2717(b), and 28 U.S.C. 1391(b), because the Incident occurred in this judicial district. The Court has personal jurisdiction over the Settling Defendants in connection with this action. For the purposes of this Consent Decree, and the underlying Complaint, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree.

III. APPLICABILITY

2. This Consent Decree applies to and is binding upon: the United States, on behalf of DOI and FWS, as designated federal trustee for Natural Resources, including those Natural Resources at, in the vicinity of, or affected by the Incident; the Commonwealth, on behalf of DNER, as designated Commonwealth trustee for Natural Resources, including those Natural Resources at, in the vicinity of, or affected by the Incident; and, the Settling Defendants,

including, without limitation, their successors, assigns, employees, directors, officers, agents, vessels, guarantors, and underwriters, or other entities or persons otherwise bound by law. Any change in ownership or corporate status of the Settling Defendants including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the Settling Defendants' rights or responsibilities under this Consent Decree. In any action to enforce this Consent Decree, the Settling Defendants shall not raise as a defense the failure by any of their officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressed herein, terms used in this Consent Decree which are defined in Section 1001 of OPA, 33 U.S.C. § 2701, and in the regulations promulgated under OPA at 15 C.F.R. § 990.30, shall have the meaning assigned to them in OPA or in such regulations. In addition, whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. "Complaint" shall mean the civil complaint filed in this action by the Plaintiffs.
- b. "Consent Decree" shall mean this Consent Decree and Appendices attached hereto. In the event of a conflict between this Consent Decree and any Appendix, this Consent Decree shall control.
- c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

- d. “Effective Date” or “Entry” shall be the date upon which this Consent Decree is entered by the Court or motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court’s docket.
- e. “Guanica Oil Spill Restoration Account” shall mean a separate project numbered account to be established within DOI’s Natural Resource Damage Assessment and Restoration Fund (“DOI NRDAR Fund”), which will be funded by the Settling Defendants in accordance with Section V (Payments by Settling Defendants) of this Consent Decree and jointly administered by the Trustees in accordance with Section VII (Guanica Oil Spill Restoration Account) of this Consent Decree and the Trustee Memorandum of Agreement (attached hereto as Appendix B).
- f. “Incident” shall mean the occurrence described in Section I.B of this Consent Decree, including, but not limited to, the discharge of oil into navigable waters and onto adjoining shorelines.
- g. “Interest” shall accrue at the most recent interest rate determined pursuant to 28 U.S.C. § 1961. Interest shall begin accruing on the Settlement Payment on November 1, 2015. Interest shall be simple interest calculated on a daily basis.
- h. “Natural Resources” shall have the meaning provided in Section 1001(20) of OPA, 33 U.S.C. § 2701(20).
- i. “Natural Resource Damages” shall mean the damages described at Section 1002(b)(2)(A) of OPA, 33 U.S.C. § 2702(b)(2)(A).

- j. “Natural Resource Damage Assessment” shall mean the process of collecting, compiling, and analyzing information, statistics, or data through prescribed methodologies to determine damages for injuries to Natural Resources.
- k. “OPA” shall mean the Oil Pollution Act of 1990, Pub. L. No. 101-380, 104 Stat. 484, 33 U.S.C. §§ 2701-2761.
- l. “Oil Spill Liability Trust Fund” shall mean the fund defined in Section 1001(11) of OPA, 33 U.S.C. § 2701(11).
- m. “Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral.
- n. “Removal Costs” and “Damages” shall have the meanings ascribed to them pursuant to Sections 1001(5), 1001(31) and 1002(b) of OPA, 33 U.S.C. §§ 2701(5), 2701(31) and 2702(b).
- o. “Restore” or “Restoration” shall mean any action or combination of actions to restore, rehabilitate, replace or acquire the equivalent of any Natural Resource and services, including recreational opportunities that were injured, lost, or destroyed as a result of the Incident.
- p. “Restoration Plan” shall mean a plan or plans developed by the Trustees in accordance with OPA and its underlying regulations at 15 C.F.R. §§ 990.53 – 990.56.
- q. “Section” shall mean a portion of this Consent Decree identified by a roman numeral.
- r. “Settlement Payment” shall mean the sum total of the payments cited in Section VII (Payments By Settling Defendants) together with accrued Interest.

- s. “Trustee Memorandum of Agreement” shall mean the Memorandum of Agreement entered into by the Trustees, as well as any amendments thereof.
- t. “Trustees” shall mean the designated federal and state officials, and their designees, who act on behalf of the public as trustees for the Natural Resources, as described in Section I., Paragraph D.

V. PAYMENTS BY SETTLING DEFENDANTS

- 4. Within thirty (30) business days after Entry, Settling Defendants shall cause the sum of \$2,750,000, plus Interest accrued thereon, to be deposited as follows:
 - a. \$83,090.00, plus Interest accrued thereon, shall be submitted to DNER for Natural Resource Damages assessment costs resulting from the Incident. Such payments shall be made by certified or cashier’s check and should be made payable to the “Commonwealth of Puerto Rico. The check shall reference “Past Assessment Costs for Guanica Oil Spill” and shall be delivered to:

Dr. Craig Lilyestrom
Director, Marine Resources Division,
Department of Natural and Environmental Resources
P.O. Box 366147
San Juan, Puerto Rico, 00936
 - At the time of payment, the Settling Defendant shall send written notice of payment and a copy of any transmittal documentation to the Trustees in accordance with Section XI (Notice).
 - b. \$2,666,910.00, plus Interest accrued thereon, shall be deposited in the NRDAR Fund, on behalf of the Trustees, for the purposes set forth in Section VII (Guanica Oil Spill Restoration Account).

5. Payments required by 4.b above shall be made separately by Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice in accordance with the instructions that the Financial Litigation Unit of the U.S. Attorney’s Office for the District of Puerto Rico shall provide to Settling Defendants following Entry of the Consent Decree by this Court. Settling Defendants shall send a transmittal notice, indicating that each EFT has occurred, to the Parties in accordance with Section XI (Notices). For the payment required under 4.b above, the EFT and transmittal notice shall reflect that the payment is being made to the “Natural Resources Damage Assessment and Restoration Fund, Guanica Oil Spill Restoration Account.” DOI will assign these funds to a special project number to allow the funds to be maintained as a segregated account with the Department of Interior Natural Resource Damage Assessment and Restoration Fund. The funds paid pursuant to Paragraph 4.b shall be used jointly by the Trustees in accordance with Section VII (Guanica Oil Spill Restoration Account) of this Consent Decree and the Trustee Memorandum of Agreement. The Settling Defendants are jointly and severally liable for the payments to be made pursuant to Paragraph 4.

VI. STIPULATED PENALTIES

6. Assessment of Stipulated Penalties. The Settling Defendants shall pay a stipulated penalty to the United States and the Commonwealth for failure to make a payment in Paragraph 4, at the rate of five thousand dollars (\$5,000) per day for each day of non-compliance up to the first thirty (30) days of non-compliance. After thirty (30) days of failure to make a payment in Paragraph 4, the Settling Defendants shall pay a stipulated penalty to the United States and the Commonwealth at the rate of ten thousand dollars (\$10,000) per day for each day of non-compliance after the first thirty (30) days of non-compliance.

- a. Stipulated penalties shall begin to accrue on the day after payment is due and continue to accrue until the date of payment.
- b. Any stipulated penalty payments shall be divided equally between the United States and the Commonwealth.
- c. The Settling Defendants are jointly and severally liable for payment of such stipulated penalties.
- d. The United States and/or the Commonwealth may give the Settling Defendants written notification that they have failed to make a payment as required by Paragraph 4. Such notice shall describe the noncompliance and make a demand for the payment of the stipulated penalties. However, stipulated penalties shall accrue as provided in Paragraph 6.a regardless of whether the Settling Defendants have been notified of a violation. The Settling Defendants shall pay stipulated penalties within thirty (30) days of receipt of written demand for such stipulated penalties by certified mail, as determined by the date of the required signature by the Settling Defendants' authorized representative or agent acknowledging receipt of the written demand.
- e. If the Settling Defendants fail to pay stipulated penalties when due, the United States and/or the Commonwealth may institute proceedings to collect the stipulated penalties, as well as Interest as provided in Paragraph 6.f below.
- f. Interest on Stipulated Penalties. The Settling Defendants shall pay Interest on the unpaid balance of any stipulated penalties due, which shall begin to accrue on the date thirty (30) days past the demand therefor. The Interest on the unpaid balance of stipulated penalties due pursuant to Paragraph 6.a shall be divided equally

between the United States and the Commonwealth. The Settling Defendants are jointly and severally liable for such Interest payments.

- g. Notwithstanding any other provision of this Section, the United States and/or the Commonwealth may, in their unreviewable discretion, waive any portion of its share of the stipulated penalties that have accrued pursuant to this Consent Decree.
- h. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States and/or the Commonwealth to seek any other remedies or sanctions available by virtue of Settling Defendants' violation of this Consent Decree or of the statutes and regulations upon which it is based.

7. Payment Instructions for Stipulated Penalties. Any stipulated penalty payment shall be accompanied by a reference to this Consent Decree, be identified as "Stipulated Penalties," and reference "the Guanica Oil Spill." Notice of payment of a stipulated penalty shall be made to the Trustees in the manner specified in Section XI (Notices).

- a. Stipulated penalty payments to the United States shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office for the District of Puerto Rico. At the time of payment, Settling Defendants shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for stipulated penalties owed pursuant to the Consent Decree, and shall reference the case name, civil

action number, DOJ Case Number (#90-5-1-1-11218), and the violations for which the stipulated penalties are being paid to the United States, in accordance with Section XI of this Decree (Notices).

- b. Stipulated penalty payments to the Commonwealth shall be made by certified or cashier's check and should be made payable to the "Commonwealth of Puerto Rico." The check shall reference "Stipulated Penalties - Guanica Oil Spill" and shall be delivered to:

Dr. Craig Lilyestrom
Director, Marine Resources Division
Department of Natural and Environmental Resources
P.O. Box 366147
San Juan, Puerto Rico, 00936

VII. GUANICA OIL SPILL RESTORATION ACCOUNT

8. Upon receipt of the funds deposited pursuant to Paragraph 4.b, DOI will establish the Guanica Oil Spill Restoration Account, as a project specific account within the NRDAR Fund to allow the funds to be maintained as a segregated account within the DOI NRDAR Fund. All funds deposited in the Guanica Oil Spill Restoration Account in accordance with this Paragraph and Paragraph 4.b., including any Interest thereon, shall be held in the Guanica Oil Spill Restoration Account solely for use by the Trustees to jointly plan, implement, oversee, or monitor the restoration of injury to Natural Resources resulting from the Incident, in accordance with the Restoration Plan prepared pursuant to Paragraphs 9 and 10. DOI shall, in accordance with law, pursuant to the terms of the Trustees' Memorandum of Agreement, and for the benefit of the Trustees, manage and invest the funds in the Guanica Oil Spill Restoration Account on behalf of the Trustees.

9. The Trustees commit to the expenditure of the funds set forth in Paragraphs 4.b for the design, implementation, permitting (as necessary), monitoring, and oversight of restoration projects and for the costs of complying with the requirements of the law to conduct a restoration planning and implementation process. The Trustees will use the funds to restore, rehabilitate, replace or acquire the equivalent of any Natural Resource and its services, including lost human use of such services, injured, lost, or destroyed as a result of the Incident and for the oversight of these Restoration projects.

10. The allocation of funds for specific projects or categories of projects will be contained in a Restoration Plan(s) prepared and implemented jointly by the Trustees, for which public notice, opportunity for public input, and consideration of public comment will be provided, as required under the OPA and the National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.* (“NEPA”). Once the public review process has been completed, the Trustees will implement the Restoration Plan(s) with any revisions the Trustees may deem appropriate after considering any public comments. In accordance with the Restoration Plan(s) and as provided in the Trustee Memorandum of Agreement, the Trustees will jointly approve expenditures from the Guanica Oil Spill Restoration Account.

VIII. COVENANTS BY PLAINTIFFS

11. In consideration of the payments and actions that have been and will be made by the Settling Defendants under this Consent Decree, the United States and the Commonwealth covenant not to sue or take administrative action against the Settling Defendants pursuant to Section 1002(a) and (b) of OPA, 33 U.S.C. § 2702(a) and (b), for damages for injury to, destruction of, loss of, or loss of use of Natural Resources resulting from the Incident. This covenant not to sue is conditioned upon receipt by the United States of all payments required by

Section V (Payments by Settling Defendants) and, as applicable, Section VI (Stipulated Penalties) of this Consent Decree.

12. Reservations of rights. Notwithstanding any other provision of this Consent Decree, the United States and the Commonwealth reserve, and this Consent Decree is without prejudice to, all rights against the Settling Defendants with respect to all matters other than those expressly specified in the covenants not to sue set forth in Paragraph 11 of this Section, including, but not limited to:

- a. Claims against the Settling Defendants for their failure to meet a requirement of this Consent Decree;
- b. Claims against the Settling Defendants for damages, including assessment costs, under OPA and any other applicable law, for injury to, destruction of, loss of, or loss of use of, Natural Resources that are not a result of the Incident;
- c. Claims brought against Settling Defendants for criminal liability associated with the Incident;
- d. Claims, other than claims for Natural Resource Damages related to the Incident, against the Settling Defendants that the Commonwealth, or the United States on behalf of the United States Environmental Protection Agency, and/or the United States Coast Guard, may have under any applicable law.

13. Special Reservations Regarding Natural Resource Damages. Notwithstanding any other provision of this Consent Decree, the United States and the Commonwealth reserve the right to institute proceedings against the Settling Defendants in this action or in a new action seeking recovery of Natural Resource Damages based on:

- a. conditions caused by the Incident, unknown by the Trustees as of the date of the lodging of this Consent Decree, that cause new or additional injury to, destruction of, loss of, or loss of use of such Natural Resources; or
- b. information received by the Trustees after the date of lodging of this Consent Decree indicating that the Incident has resulted in new or significant additional injury to, destruction of, loss of, or loss of use of, such Natural Resources which injury is of a type that was unknown or a magnitude greater than was known by the Trustees as of the date of lodging of this Consent Decree.

14. Pursuant to 33 U.S.C. § 2715(c), the United States expressly reserves, and the Settling Defendants expressly acknowledge, the right of the United States to institute proceedings, to take judgment thereon, and collect such judgment(s) thereon against the Settling Defendants in this action, to seek and recover Removal Costs and/or Damages resulting from the Incident based on claims submitted to or filed against the United States, including claims against the Oil Spill Liability Trust Fund, after the date when this Decree is lodged with this Court. Settling Defendants reserve all defenses as to substantive claims pursued in any such proceeding.

15. This Consent Decree shall not preclude the United States or the Commonwealth from instituting a separate or ancillary action to enforce the terms of this Consent Decree.

16. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. In addition, nothing in this Consent Decree shall limit, enlarge, or otherwise affect, the private rights or claims of any person not a Party to this Consent Decree, except as may be determined otherwise by a court of competent jurisdiction.

IX. COVENANTS BY THE SETTling DEFENDANTS

17. The Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the Commonwealth, and their employees, agents, contractors, departments, agencies, administrations and bureaus, related to Natural Resource Damages arising from the Incident, including, without limitation, any potential or pending claims against the OPA Fund relating to the Incident. Settling Defendants reserve, and this Consent Decree is without prejudice to, all rights with respect to all matters not expressly included within this Covenant Not to Sue, including all rights with respect to all matters reserved in Section VIII.

X. COSTS

18. Plaintiffs shall be entitled to collect from Settling Defendants the costs (including reasonable attorneys' fees) incurred in any action necessary to collect any portion of the amounts due under Section V (Payment By Settling Defendants), or any stipulated penalties due but not paid under Section VI (Stipulated Penalties).

XI. NOTICES

19. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed to those listed below. All notices under this Section are effective upon receipt, unless otherwise specified. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of this Consent Decree regarding such Party.

To the United States:

EES Case Management Unit
Environment and Natural Resources Division

United States Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
eescdcopy.enrd@usdoj.gov
Re: DOJ Number 90-5-1-1-11218

Brigette J. Beaton
U.S. Department of the Interior
Office of the Regional Solicitor
75 Spring Street, S.W., Suite 304
Atlanta, GA 30303
Brigette.beaton@sol.doi.gov

To the Commonwealth:

Craig Lilyestrom
Marine Resources Division
Department of Natural and Environmental Resources
P.O. Box 366147
San Juan, PR 00936
craig.lilyestrom@drna.gobierno.pr

To the Settling Defendants:

Eugene O'Connor
Montgomery McCracken Walker & Rhoads LLP
437 Madison Avenue, 29th Floor
New York, New York 10022
eoconnor@mmwr.com

20. Any Party may, by written notice to other Parties, change its designated notice recipient or notice address provided above.

21. Settling Defendants agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. The Settling Defendants

need not file an answer to the Complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XII. RETENTION OF JURISDICTION

22. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Parties for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms.

XIII. MODIFICATION

23. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all Parties. Where the modification constitutes a material change to any term of this Consent Decree, it shall be effective only upon approval by the Court.

24. Notwithstanding Paragraph 23, any modifications to the Trustee Memorandum of Agreement may be made in accordance with the terms of that agreement.

XIV. PUBLIC PARTICIPATION

25. This Consent Decree shall be lodged with the Court for at least 30 days for public notice and comment in accordance with Section 1006(c)(5) of OPA, 33 U.S.C. § 2706(c)(5), and 28 C.F.R. § 50.7.

26. The United States reserves the right to withdraw or withhold its consent to the Consent Decree if comments received regarding the Consent Decree disclose facts or considerations that indicate the Consent Decree is inappropriate, improper or inadequate.

27. The Settling Defendants consent to the entry of this Consent Decree without further notice, and agree not to withdraw or oppose entry of the Consent Decree or to challenge any provision of the Consent Decree.

28. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XV. FINAL JUDGMENT

29. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the Parties for the Natural Resource Damages settled herein. The Court finds that there is no just reason for delay and therefore enters this as a final judgment under Fed. R. Civ. P. 54 and 58.

XVI. TERMINATION

30. This Consent Decree shall be terminated upon granting of a motion, filed by Settling Defendants, demonstrating that Settling Defendants have paid the amounts required under Section V (Payments by Settling Defendants) and Section VI (Stipulated Penalties).

31. Settling Defendant shall initiate termination of this Consent Decree by providing written notice to Trustees as required by Section XI (Notice), that all conditions necessary for termination pursuant to Paragraph 30 have been satisfied. Settling Defendant shall confer with the Trustees to ensure that all Parties agree that Settling Defendant has satisfied its obligations under the Consent Decree before Settling Defendant files any such motion to terminate this Consent Decree.

XVII. SIGNATORIES/SERVICE

32. Each undersigned representative of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party or Parties he or she represents to this document.

33. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis.

XVIII. INTEGRATION

34. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied therein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Decree or the settlement it represents, nor shall it be used in construing the terms of this Consent Decree.

XIX. APPENDICES

35. The following appendices are attached to and incorporated into this Consent Decree:

- a. Appendix A – Joint Stipulation and Settlement Agreement
- b. Appendix B – Trustee Memorandum of Agreement


SO ORDERED THIS ___DAY OF _____, 2016

UNITED STATES DISTRICT JUDGE
District of Puerto Rico

THE UNDERSIGNED PARTY enters into this consent decree in the matter of United States and Commonwealth of Puerto Rico v. GMR Progress LLC and General Maritime Management (Portugal), Lda.

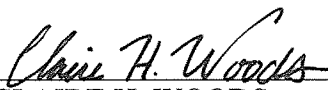
FOR THE UNITED STATES:

1/12/2016
Dated



JOHN C. CRUDEN
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

1/18/16
Dated



CLAIRE H. WOODS
Trial Attorney
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

ROSA E. RODRIGUEZ-VELEZ
United States Attorney
District of Puerto Rico
CARMEN MARQUEZ
Assistant United States Attorney
District of Puerto Rico
Federal Office Building, Room 101
Carlos E. Chardon Avenue
Hato Rey, Puerto Rico 00918

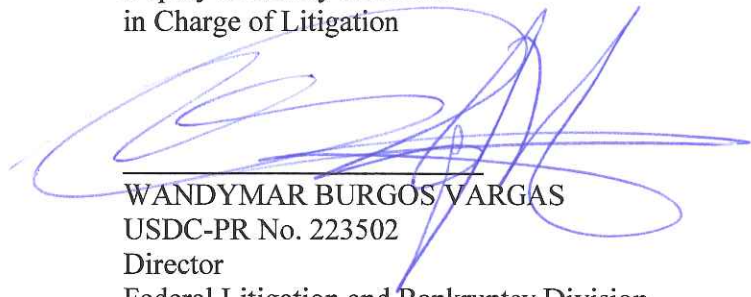
THE UNDERSIGNED PARTY enters into this consent decree in the matter of United States and Commonwealth of Puerto Rico v. GMR Progress LLC and General Maritime Management (Portugal), Lda.

FOR THE COMMONWEALTH OF PUERTO RICO:

CÉSAR MIRANDA RODRÍGUEZ
Secretary of Justice

MARTA ELISA GONZÁLEZ Y.
Deputy Secretary of Justice
in Charge of Litigation

3/16/2016
Dated



WANDYMAR BURGOS VARGAS
USDC-PR No. 223502
Director
Federal Litigation and Bankruptcy Division
Department of Justice
P.O. Box 9020192
San Juan, PR 00902-0192
Office: (787)721-2900 Exts.2606/2647/2624/2650
Fax: (787) 723-9188
Email: wburgos@justicia.pr.gov

THE UNDERSIGNED PARTY enters into this consent decree in the matter of United States and Commonwealth of Puerto Rico v. GMR Progress LLC and General Maritime Management (Portugal), Lda.

FOR GMR PROGRESS LLC:

12/7/15
Dated

Eugene J. O'Connor
Name: EUGENE J. O'CONNOR
Title: Attorney in fact
Address: 40 Montgomery, McCracken,
Walker & Rhodes LLP
437 Madison Ave, NY, NY
10022

Agent authorized to accept service on behalf of GMR Progress LLC:

Name: Eugene J. O'Connor
Address: 40 Montgomery, McCracken, Walker & Rhodes
437 Madison Ave, NY, NY 10022 LLP
Telephone number: 212-867-9500
Facsimile Number: 212-599-1759

THE UNDERSIGNED PARTY enters into this consent decree in the matter of United States and Commonwealth of Puerto Rico v. GMR Progress LLC and General Maritime Management (Portugal), Lda.

FOR GENERAL MARITIME MANAGEMENT (PORTUGAL) LDA.:

12/7/15
Dated

Eugene J. O'Connor
Name: Eugene J. O'Connor
Title: Attorney in fact
Address: c/o Montgomery, McCracken,
Walker & Rhoads
437 Madison Ave. NY, NY 10022

Agent authorized to accept service on behalf of General Maritime Management (Portugal) Lda.:

Name: Eugene J. O'Connor
Address: c/o Montgomery, McCracken
Walker & Rhoads 437 Madison Ave, NY, NY
Telephone number: 212 867 9500 10022
Facsimile Number: 212 599 1759

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA and)	
COMMONWEALTH OF PUERTO RICO,)	
)	
Plaintiffs,)	
)	
v.)	
)	CONSENT DECREE
)	
GMR PROGRESS LLC and GENERAL)	
MARITIME MANAGEMENT (PORTUGAL))	
LDA.)	
)	
Defendants.)	

APPENDIX A

**JOINT STIPULATION AND SETTLEMENT AGREEMENT CONCERNING
THE DISCHARGE OF OIL INTO THE WATERS OF THE UNITED STATES
FROM THE M/T GENMAR PROGRESS ON OR ABOUT AUGUST 29, 2007, AT
OR NEAR GUAYANILLA BAY, PUERTO RICO (EPN: M07029)**

Without the filing of any Complaint, without further adjudication of fact or law, without any admission except as set forth in this Joint Stipulation and Settlement Agreement (the "Agreement"), and with the consent of the Parties, IT IS HEREBY AGREED as follows:

I. PARTIES

1. This Agreement is made by and between the United States of America and the Responsible Parties, GMR Progress LLC and General Maritime Management (Portugal), Lda.

II. OBJECTIVES OF THE PARTIES

2. The Parties share two common objectives: (1) to avoid litigation related to the collection of Response Costs and the costs of the Natural Resource Damage Assessment ("NRDA") related to the Incident; and (2) to relieve the Responsible Parties of potential civil penalties that might be levied as a consequence of this Incident.

III. APPLICATION

3. The obligations of this Joint Stipulation and Settlement Agreement apply to and bind the United States, including its agents, agencies and departments, and the Responsible Parties, including their successors, assigns, subrogees, subrogors or insurers, and any other entities or persons otherwise bound by law. Any change in ownership or corporate status of the Responsible Parties including, but not limited to, a transfer of

assets or property, shall in no way alter their responsibilities.

IV. DEFINITIONS

4. Unless otherwise specified, terms used in this Agreement shall have the meaning assigned to them in the Oil Pollution Act of 1990 ("OPA"), 33 U.S.C. §§ 2701-2761, or the Clean Water Act ("CWA") 33 U.S.C. §§ 1251-1376. In addition, the definitions specified hereinafter shall apply:

a. "Incident" means the discharge of oil into the waters of the United States from the M/T GENMAR PROGRESS on or about August 29, 2007, at or near Guayanilla Bay, Puerto Rico.

b. "Agreement" means this Joint Stipulation and Settlement Agreement.

c. "Natural Resource Damages" means any damage recoverable by the United States for injury to, destruction of, loss of, loss of use of, or impairment of natural resources as a result of the Incident, including, but not limited to: (i) the costs of restoration, rehabilitation, or replacement of injured or lost natural resources or the acquisition of equivalent resources; (ii) the costs of planning and overseeing implementation of such restoration activities; and (iii) compensation for injury, destruction, loss, loss of use, or impairment of natural resources.

d. "Natural Resource Damage Assessment" means an investigation performed by trustees to identify and plan the restoration of natural resources injured as a result of the Incident. See 33 U.S.C. § 2706(c) (Natural resources; Functions of trustees);

15 C.F.R. Part 990 (Natural resource damage assessments).

- e. "NRDAR Fund" means the U.S. Department of the Interior's Natural Resource Damage Assessment and Restoration Fund.
- f. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral.
- g. "Parties" means the United States and the Responsible Parties.
- h. "Response Costs" includes "removal costs" as defined at 33 U.S.C. §§ 2701(31) and 2702(b).
- i. "Responsible Party" ("RP") or "Responsible Parties" ("RPs") means GMR Progress LLC and General Maritime Management (Portugal), Lda as the owner and operator, respectively of the M/T GENMAR PROGRESS, as that term is defined at 33 U.S.C. §§ 2701(32)(A).
- j. "Section" shall mean a portion of this Agreement identified by a Roman numeral.
- k. "Trustees" mean the U.S. Department of the Interior's Fish and Wildlife Service and the Commonwealth of Puerto Rico Department of Natural and Environmental Resources, acting as trustees for natural resources impacted by the discharge of oil under 40 C.F.R. Part 300.

V. STIPULATIONS OF FACT AND LAW

5. The M/T GENMAR PROGRESS is a 761.3-foot steel hulled Liberian-flagged tank vessel (the "Vessel"). At all relevant times, the Vessel was owned by GMR

Progress LLC and operated by General Maritime Management (Portugal), Lda.

6. On August 29, 2007, oil spilled from the Vessel while anchored in Guayanilla Bay, Puerto Rico and washed ashore along the southwest coast of Puerto Rico.

7. As the owner and operator of the Vessel at the time of the Incident, GMR Progress LLC and General Maritime Management (Portugal), Lda, are the Responsible Parties ("RPs") as defined by OPA, specifically, 33 U.S.C. § 2701(32)(A).

8. On August 30, 2007, the Coast Guard opened Federal Project Number (FPN M07029) from the Oil Spill Liability Trust Fund ("Fund") and the Federal On Scene Coordinator ("FOSC") established a Unified Command consisting of multiple agencies and private sector resources to conduct removal operations.

9. The ROSC deemed the clean up complete on October 12, 2007. Response Costs of \$5,610,924.80 were paid by the Fund in full.

10. The Trustees are performing a Natural Resource Damage Assessment and have submitted six claims to the NPFC seeking reimbursement for the associated costs. To date, the NPFC has paid \$392,733.39 and has approved an additional \$269,612.00 for payment. A maximum of \$930,724.40 has been allocated for these costs.

11. The RPs agree that they are liable to the United States for all Removal Costs as defined in 33 U.S.C. § 2701 (31), and Natural Resource Damages as defined in 33 U.S.C. § 2702 (b) (2) (A) proximately caused by oil spilled from the M/T GENMAR PROGRESS.

VI. TERMS OF AGREEMENT

In consideration of, and consistent with, the terms of this Agreement, the Parties further agree as follows:

12. The RPs will transfer funds to the United States in accordance with Section VII below. The United States agrees to accept \$6,273,270.20 as payment in full satisfaction of its Removal Costs to date of \$5,610,924.80 and its Natural Resource Damage Assessment costs paid or approved to date of \$662,345.39, as set forth in Paragraph 10 above.

13. The RPs agree that the Trustees will submit any future claims for Natural Resource Damage Assessment costs or Natural Resource Damages directly to:

Mr. Eugene J. O'Connor
Chalos, O'Connor & Duffy
366 Main Street
Port Washington, New York 11050-3120
Tel: 516-767-3600
Fax: 516-767-3605

14. The RPs shall pay the Trustees directly for any Natural Resource Damage Assessment costs or for Natural Resource Damages as agreed by the parties or assessed by a court of competent jurisdiction, after all appeals, if any, have been exhausted. Payment shall be made to the NRDAR fund or to other such fund as the U.S. Department of the Interior directs.

VII. SETTLEMENT PAYMENT

15. Within thirty (30) days after this Agreement is signed by all Parties, the

RPs shall transfer via Electronic Funds Transfer (ETFs) the amount of six million two hundred seventy three thousand two hundred and seventy dollars and twenty cents (\$6,273,270.20) to the United States Department of Justice for disbursement to the Fund (FPN M07029) and Department of the Interior (FPN M07029), according to instructions to be obtained by the RPs from the Dept. of Justice, Torts Branch, Civil Division. A copy of the paperwork documenting the EFT, and any accompanying correspondence shall reference DJ # 61-65-133 and shall be sent to:

STEPHEN G. FLYNN
Assistant Director
Stephen.G.Flynn@usdoj.gov
Michael DiLauro
Trial Attorney
* Michael.DiLauro@usdoj.gov
Torts Branch, Civil Division
U.S. Department of Justice
1425 New York Ave., NW
Washington, DC 20005
Telephone: 202-616-4035
Fax: 202-616-4159

VIII. EFFECT OF SETTLEMENT

16. When this Agreement is executed by each of the Parties, and when the RPs have satisfied the obligations set forth in Section VII above, the United States covenants not to sue and agrees not to assert any civil claim or causes of action against the RPs pertaining to the Incident, including claims for interest on the above settlement amount and any civil fines, penalties or sanctions.

IX. RESERVATIONS

17. The United States reserves, and this Agreement is without prejudice to, all rights against RPs with respect to all matters not expressly included in Paragraph 16.

18. Though no Natural Resource Damages have been assessed, the United States specifically reserves its right to assert such a claim in the future. The RPs agree they are liable for Natural Resource Damages proximately caused by oil spilled from the M/T GENMAR PROGRESS, but expressly reserve the right to contest the amount of such claims.

19. The Trustees have submitted six claims for natural resource damage assessment costs, included in the Settlement Payment identified above in Section VII. The United States specifically reserves its right to assert future claims for additional Natural Resource Damage Assessment costs, up to a maximum amount of \$930,724.40. The \$930,724.40 figure shall include the \$392,733.39 paid by the NPFC and the \$269,612.00 approved for payment, discussed above and which are part of the total settlement to be paid by the RPs as part of this Agreement.

20. On execution of this Agreement, the RPs, including their successors, assigns, subrogees, and subrogors, hereby covenant not to sue and agree not to assert claims of any nature against the United States with respect to the events giving rise to the Incident or which pertain to this Agreement.

21. This Agreement shall not be construed to create rights in, or grant a cause of action to, any third-party not a party to this Agreement.

X. COSTS

22. The United States shall be entitled to collect the costs (including reasonable attorney's fees) incurred in any action necessary to collect any portion of the amounts due in Section VII, but not paid. Otherwise, each Party to this Agreement shall bear its own attorney's fees and the costs associated with this settlement.

XI. EFFECTIVE DATE

23. This Agreement shall become effective when signed by all Parties.

XII. MODIFICATION

24. The terms of this Agreement may be modified only by a subsequent written agreement signed by each of the Parties.

XIII. SIGNATORIES' AUTHORITY

25. Each of the undersigned representatives certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Party or Parties he or she represents.

XIV. INTEGRATION

26. This Agreement constitutes the final, complete and exclusive agreement and understanding among the Parties. It supersedes any and all prior agreements or understanding, whether oral or written, which relate to the agreement embodied within. No other document, nor any representation, inducement, agreement, understanding, or promise, shall be part of this Agreement or the settlement it represents, unless it is a modification which meets the terms of Paragraph 24, above.

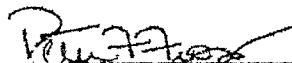
XV. CONCLUSION AND SIGNATURES

IT IS SO AGREED:

FOR THE UNITED STATES OF AMERICA

We consent to this Joint Stipulation and Settlement Agreement:

Dated: October 7, 2010




PETER F. FROST
Director
Aviation and Admiralty Litigation
Torts Branch, Civil Division
United States Department of Justice
P.O. Box 14271
Washington D.C. 20044-4271
Tel: (202) 616-4000
Fax: (202) 616-4002
Peter.Frost@usdoj.gov

FOR RESPONSIBLE PARTY GMR PROGRESS LLC

We consent to this Joint Stipulation and Settlement Agreement:

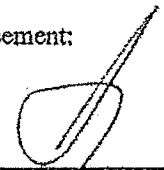
Dated: October 8th, 2010


Name: BRIAN KERR
Title: MANAGER
C/O GENERAL MARITIME MANAGEMENT, LLC
Address: 299 PARK AVE 2ND FLR
NEW YORK, NEW YORK 10171

FOR RESPONSIBLE PARTY GENERAL MARITIME MANAGEMENT
(PORTUGAL) LDA

We consent to this Joint Stipulation and Settlement Agreement:

Dated: October 8th, 2010


Name: RUI JORGE PAIS PEREIRA
Title: MANAGING DIRECTOR, COO
Address: Largo Rafael Bordalo Pinheiro, 20-3rd FLOOR
1200-369 Lisboa, Portugal

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA and)	
COMMONWEALTH OF PUERTO RICO,)	
)	
Plaintiffs,)	
)	
v.)	
)	CONSENT DECREE
)	
GMR PROGRESS LLC and GENERAL)	
MARITIME MANAGEMENT (PORTUGAL))	
LDA.)	
)	
Defendants.)	

APPENDIX B

MEMORANDUM OF AGREEMENT

BETWEEN

**THE COMMONWEALTH OF PUERTO RICO, DEPARTMENT OF NATURAL AND ENVIRONMENTAL
RESOURCES**

AND

THE U.S. DEPARTMENT OF THE INTERIOR, U.S. FISH AND WILDLIFE SERVICE

REGARDING

**NATURAL RESOURCE DAMAGE ASSESSMENT, RESTORATION AND OTHER NATURAL RESOURCE
TRUSTEE ACTIVITIES**

ARISING FROM

AUGUST 2007 GUÁNICA OIL SPILL

Prepared on September 30, 2014

FINAL

TABLE OF CONTENTS

I. INTRODUCTION

II. AUTHORITY

III. DEFINITIONS

IV. SCOPE

V. PURPOSE

VI. OBJECTIVES

VII. FUNDING

- A. PRP Funding
- B. Use of USDOJ NRDAR Fund
- C. Trustee Agency Funds
- D. NRDA Activities Conducted or Funded by the PRP

VIII. GUÁNICA OIL SPILL TRUSTEE COUNCIL

- A. Composition
- B. Communications
- C. Decision making
- D. Dispute Resolution
- E. Duties and Authority
- F. Lead Administrative Trustee
- G. Meetings
- H. Trustee Council Termination

IX. DAMAGE ASSESSMENT, RESTORATION PLANNING AND IMPLEMENTATION

- A. Joint Purpose and Overlapping Authorities
- B. Joint Use of Natural Resource Damage Recoveries

X. NOTIFICATION OF NEGOTIATIONS WITH PRPs

XI. COORDINATION AND CONFIDENTIALITY

- A. Coordination
- B. Confidentiality
- C. Sharing Information with the Public
- D. Compliance with Federal and Commonwealth Law
- E. Reservation of Rights to Release Information

XII. GENERAL PROVISIONS

- A. Reservations**
- B. Limitation of Authority**
- C. Third Parties**
- D. Effective Date**
- E. Amendment**
- F. Termination**
- G. Federal Natural Resource Damages Regulations**
- H. Anti-deficiency**

I. INTRODUCTION

This Memorandum of Agreement (MOA) by and between the Commonwealth of Puerto Rico, Department of Natural and Environmental Resources ("PRDNER") and the U.S. Department of the Interior, U.S. Fish and Wildlife Service ("USFWS") (collectively hereinafter "Trustees") is entered into in recognition of the common interests of the Trustees in the restoration of natural resources and associated services which have been injured, destroyed or lost as a result of the Guánica Oil Spill (Spill) which occurred on or about August 30, 2007, and resulted in the discharge of oil into the area known as Bahía de Guayanilla and other coastal and offshore areas in southwestern Puerto Rico.

Since the August 2007 Spill, the Trustees have cooperatively worked together to implement a natural resource damage assessment (NRDA) to identify the nature, degree and extent of natural resource injuries resulting from this incident. The NRDA was funded by the U.S. Coast Guard and the Potentially Responsible Party. Natural resource damage settlement funds, as they become available, shall be used to implement projects designed to restore injuries discovered during the NRDA. These restoration projects will be identified and described in a publicly-reviewed restoration plan that is compliant with all appertaining Federal and Commonwealth statutes and regulations. This MOA serves as an operating agreement for the Trustees: 1) development of a restoration plan; and 2) implementation of the promulgated restoration plan to restore natural resources injured by the August 2007 Spill.

II. AUTHORITY

- A. The natural resource Trustees enter into this MOA in accordance with the natural resource Trustee authorities provided for each Trustee under Section 1006 (a)-(g) of the Oil Pollution Act (OPA) of 1990, 33 U.S.C. § 2706(a)-(g); Section 311 (f) of the Clean Water Act (CWA), 33 U.S.C. §1321 (f) and other applicable Federal law and Commonwealth statutory and common law; and authority including, but not limited to, The National Oil and Hazardous Substances Pollution Contingency Plan (NCP), as amended, 40 C.F.R. Part 300 and the Oil Pollution Act Natural Resource Damage Assessments Final Rule, 15 C.F.R. Part 990, 61 F.R. 440 (January 6, 1996) and the Puerto Rico Coral Reef Law 147 and Puerto Rico New Wildlife Law 241.
- B. In accord with Section 1006(b) of the Oil Pollution Act of 1990 (OPA), 33 U.S.C. § 2706 (b) and Subpart G of the NCP, 40 CFR § 300.600 through 300.615, the following officials or their designees shall act on behalf of the public as Federal and Commonwealth Trustees for natural resources under this MOA:
 1. The Secretary of PRDNER for the Commonwealth of Puerto Rico; and
 2. The Regional Director, U.S. Fish and Wildlife Service Southeast Region, as Authorized Official, acting on behalf of the Secretary of the United States Department of the Interior (USDOI).

III. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- A. "Commonwealth Trustee" means the Secretary of the PRDNER for the Commonwealth of Puerto Rico, or the Secretary's authorized designee.
- B. "Federal Trustee" means the Regional Director, U.S. Fish and Wildlife Service, Southeast Region, as Authorized Official acting on behalf of the Secretary of the USDOl, or the Regional Director's authorized designees.
- C. "Joint use" means use of natural resource damage recoveries by the Federal and/or Commonwealth Trustees whether individually or collectively, as is agreed upon by the Trustees in accordance with the terms of this MOA.
- D. "Lead Administrative Trustee" or "LAT" means the Trustee agency that has been selected by the participating Trustees to coordinate natural resource damage assessment and restoration implementation activities and other activities as authorized by the Trustee Council as defined in Section III (L) of this document.
- E. "Natural resources" shall have the same meaning as set forth in Section 1001 (20) of OPA, 33 U.S.C. §2701(20).
- F. "Natural resource damage(s) assessment and restoration recovery (ies)" means any award, judgment, settlement or other payment to the Federal or Commonwealth Trustees which is received or controlled by any of the Trustees, individually or collectively, for, or as a result of, claims for natural resource damages related to the Spill incurred by any of the Trustees.
- G. "Oversight expenses" means any costs associated with individual Trustee participation in the damage assessment, restoration planning and implementation process, Trustee Council administrative proceedings, costs associated with the retention of consultants, coordinators, or any other technical or administrative services associated with the development and implementation of the restoration plan, or any other costs reasonably related to the implementation of this Agreement, including the physical implementation of the final restoration plan approved by the Trustee Council.
- H. "Potentially Responsible Party or Parties", "PRP(s)" includes the owner, operator, or demise charterer of a vessel, or the owner or operator of a facility, or any other party who is or might be liable under the Oil Pollution Act of 1990 for natural resource damages.
- I. "Restore" and "Restoration" means any action undertaken by the Trustees pursuant to OPA Section 2706 (c), (d) and (f), and other applicable laws or regulations, including

planning, implementation, monitoring, administration and oversight, which serve to restore, rehabilitate, replace, or acquire the equivalent of natural resources or natural resource services injured, destroyed or lost as a result of the Spill.

- J. "Spill" means the Guánica Oil Spill which began on August 30, 2007, as a consequence of the discharge of oil into the Bahía de Guayanilla, Puerto Rico, together with any and all impacts to natural resources arising therefrom.
- K. "Trustees" means the Federal and Commonwealth Trustees.
- L. "Trustee Council" refers to Guánica Trustee Council, consisting of the two (2) Trustee Representatives, PRDNER (as designated by the Commonwealth of Puerto Rico) and USFWS (as designated by USDOJ) to oversee coordination of natural resource damage assessment and restoration activities arising from or related to the Spill.
- M. "Trustees' Representatives" means the two (2) authorized designees appointed by the Trustees: PRDNER (as designated by the Commonwealth of Puerto Rico) and USFWS (as designated by USDOJ).
- N. "Trustee Resolution" refers to a document prepared by the Trustee Council in which disbursements of natural resource damage recoveries are explained, justified and agreed upon.

IV. SCOPE

This MOA is intended to cover natural resources belonging to or managed by, controlled by, or appertaining to the Trustees under OPA, CWA and the NCP and other applicable Federal and Commonwealth law, which have been or may be affected by the Spill, the assessment of damages thereto and restoration thereof.

V. PURPOSE

The purpose of this MOA is to provide a framework for coordination and cooperation among the Trustees to: (i) ensure timely and efficient implementation of a natural resource damage assessment to address resource injuries, including service losses, caused by the Spill, consistent with the procedures and guidance for the conduct of such assessments at 15 C.F.R. 990 and other applicable laws and regulations; (ii) avoid duplication of assessment costs and otherwise ensure costs are reasonable; (iii) seek compensation for such resource injuries or losses, including reimbursement of assessment costs; and (iv) provide for appropriate restoration, rehabilitation, replacement or acquisition of natural resources and/or services injured or lost.

VI. OBJECTIVES

The Trustees shall coordinate their efforts to meet their respective natural resource trustee responsibilities under OPA, and other applicable Federal law and Commonwealth statutory and common law. In pursuing these objectives, the Trustees shall remain cognizant of all relevant law, policy, principles and concerns, including without limitation, the goals of OPA, the nature and extent of each Trustee's resource concerns and general principles of equity. The Trustees' objectives include, but are not limited to, the following:

- A. Coordinating the efforts of the Trustees in implementing the natural resource damage assessment process consistent with the guidance and procedures provided at 15 C.F.R. Part 990.
- B. Developing a plan for the restoration of natural resources and services injured, destroyed or lost due to the Spill, if necessary.
- C. Pursuing funding and implementation of the plan, and reimbursement of assessment costs, by potentially responsible parties.
- D. Achieving settlement of all Trustee natural resource damages claims, including the costs of assessment, in a manner consistent with 15 C.F.R. Section 990.25.
- E. Coordinating efforts of the Trustees in litigation, if necessary.
- F. Implementing the restoration pursuant to a Final Damage Assessment and Restoration Plan/Environmental Assessment that has undergone public review.
- G. Oversight of all restoration implementation actions in compliance with applicable Federal and Commonwealth statutes and regulations.

VII. FUNDING

- A. **PRP Funding.** To the extent provided by law, each Trustee agrees to cooperate in the administration of any private funding source or sources that may become available to the Trustees from PRP's or others. Such funds shall be administered through the Trustee Council in accord with the terms established pursuant to this MOA.
- B. **Use of USDOJ NRDAR Fund.** Funds received from the PRP shall be deposited in the USDOJ Natural Resource Damage Assessment and Restoration (NRDAR) Fund for use in Guánica assessment, restoration planning and implementation actions. Payments from the fund shall occur annually and shall be based on a yearly allocation to the Federal Trustee's field office for further distribution of the annual Commonwealth allocation to the Commonwealth Trustee. The annual budget

allocation should be sufficient to cover all planned restoration (planning) activities and corresponding Federal and Commonwealth expenses for the coming year. Each Trustee shall maintain accepted cost documentation procedures.

- C. **Trustee Agency Funds.** Each Trustee also agrees to coordinate the expenditure of any funds that are or may become available to a Trustee for natural resource damage assessment and restoration activities with the other Trustee. The goal of this provision is to prevent duplication of efforts, ensure optimum coordination among the individual Trustees and ensure that assessment and restoration costs are reasonable. This provision in no way limits the individual authority of each Trustee.
- D. **NRDAR Activities Conducted or Funded by PRP's.** The Trustee Council may enter into an agreement with the PRP's in which the PRP's agree to fund and/or conduct NRDAR activities. Such agreements shall specify the terms of the activity, monetary disbursement, and PRP's participation. Any such Trustee Council PRP's agreement shall be consistent with Section VII (A) above.

VIII. GUÁNICA OIL SPILL TRUSTEE COUNCIL

- A. **Composition.** Within ten (10) days of the execution of this MOA, each Trustee, as specified under Section III, shall designate a Primary Trustee Representative to the Guánica Trustee Council ("Trustee Council") who shall be authorized to vote on behalf of that Trustee. Each Trustee shall also designate an Alternate Trustee Representative who shall be authorized to act, and vote, in the absence of the Primary Trustee Representative. Each Trustee may, by written notification to all other Trustees, change the Primary and Alternate Trustee Representative designees. The U.S. Department of Justice, and in-house counsel for each of the Trustees may each appoint one attorney who may attend all meetings of, or organized by, the Trustee Council in a legal/consultative role but who shall not be a member of the Trustee Council.
- B. **Communications.** To the extent not designated herein, within ten (10) days of the execution of this MOA each Trustee shall notify all of the Trustees of the name(s), address(es), phone number(s) facsimile number(s) and email address(es) of their designated Primary and Alternate Trustee Representatives who shall receive, and shall be responsible for, all correspondence and communications on behalf of such Trustee. In addition, the U.S. Department of Justice shall directly and contemporaneously be provided copies of all significant notices, resolutions and notifications.
- C. **Decision making**
 - 1. The two (2) members of the Trustee Council shall have equal voting power, and all decisions under this MOA shall be by unanimous agreement of both Trustee Council

members, except where a Trustee has notified the Trustee Council as described in C.2 below.

2. The Trustees understand and acknowledge that each Trustee's duties and interests, although overlapping, may be sufficiently different that a Trustee may wish to bound or limit their involvement in certain aspects of the NRDAR process. In recognition thereof, to avoid delaying the work of the Trustee Council as a whole, and to maximize the efficiency of Trustee assessment efforts, a Trustee may limit their involvement in the NRDAR process by notifying the Trustee Council in writing, and in a timely manner, of those NRDAR activities for which the Trustee would like to limit or end their participation.
- D. Dispute Resolution. In the event of a dispute involving any decisions under this MOA, the Trustee Council shall initially attempt to resolve the dispute through good faith discussions directed toward obtaining unanimity among the Trustees involved in the dispute and consensus by the Trustee Council as a whole. If unanimous consent cannot be reached, the matter shall be elevated to the named Trustees who may expressly delegate their decision making authority to a senior supervisory level designee for decision or further instructions. If necessary, the Trustees may establish other mechanisms by which disputes may be resolved. In the event of irreconcilable disputes, the disposition of funds recovered from the PRPs shall be governed by Section XII (F) (3) of this MOA.
- E. Duties and Authority
1. The Trustee Council shall coordinate all Trustee activities and matters under this MOA directed towards the assessment and restoration of natural resource damages and resolution of natural resource damages claims arising from the Spill.
 2. The Trustee Council shall be responsible for all natural resource damage assessment and restoration activities, including but not limited to assessment, restoration planning, restoration implementation and oversight both prior to and subsequent to final settlement or judgment covering all Trustee natural resource damages claims arising from the Spill. Such activities may include but are not limited to the payment of any reasonable and appropriate costs of assessment or restoration using Trustee or recovered PRP funds.
 3. The Trustee Council may enter into contracts through its individual agencies, for the benefit of the Trustee Council, and after consultation with the Trustee Council, with consultants to provide such technical and administrative services as the Trustee Council determines are necessary and as permissible under applicable Commonwealth or Federal law.
 4. The Trustee Council may request and receive relevant materials and/or information from Trustee's staffs and/or the public.

5. The Trustee Council shall have final authority to disburse any PRP funding received pursuant to Section VII of this MOA, to implement restoration using funds recovered from PRPs and to make all necessary decisions for the management, oversight and administration of projects undertaken by the PRPs to implement restoration, and/or for which PRP's funding may be used. This shall include, but is not limited to, the payment of administrative costs to Trustees' Agencies that the Trustee Council determines are reasonable and necessary.
 6. The Trustee Council may reimburse and/or directly payout of funds recovered from the PRP's, reasonable Trustee oversight and assessment expenses.
 7. The Trustee Council may, to the extent permitted by applicable law, collectively or through individual Trustees, receive grants and or donations to be applied to the restoration of natural resources related to injuries arising from the Spill.
 8. The Trustee Council reserves the right to take such further actions as may be necessary to further the purposes and achieve the objectives of this MOA.
 9. Records. All records created by the Trustee Council in support of this MOA (e.g., meeting agendas, meetings minutes, resolutions, etc.) shall be considered "Draft" unless and until voted on and approved as a "Final" record by the Trustee Council, or their designated representatives, and marked as such.
 10. Public Review and Comment. The Trustee Council shall determine which records are appropriate, or legally required, to be made available for public review and comment, in compliance with applicable laws and regulations. For each record to be released upon such a determination, the Trustee Council shall determine the media or format and the procedures to be followed, including the dates and length of any public comment period, in accordance with applicable laws and regulations. Nothing in this paragraph shall apply to a Trustee's response to request for designated privileged documents from parties and non-parties as described in Section XI of this MOA.
 11. Community Involvement. The Trustee Council shall provide the community affected by the Guánica oil spill with meaningful involvement in any natural resource damage assessment studies conducted concerning this spill as well as in the restoration planning process.
- F. Lead Administrative Trustee. The Trustees designate PRDNER as Lead Administrative Trustee (LAT) under this MOA for the purpose of directing and coordinating Trustee activities, including, but not limited to, assessment, restoration plan development, restoration implementation and oversight, resolution of claims arising from the Spill and other Trustee activities as authorized by the Trustee Council. The LAT shall fully

coordinate its activities with and only act under the direction of the Trustee Council. Other duties of the LAT and/or the other Trustee entities shall be determined by resolution of the Trustee Council.

- G. **Meetings.** Either member of the Trustee Council may, upon reasonable notice through the LAT, call a meeting of the Trustee Council to be conducted either in person or by telephone conference call or by webinar. Such meetings shall generally be held in conjunction with other set meetings among the Trustees to this MOA. Members of the Trustee Council may invite their respective staff members, contractors or attorneys to attend. Members of the Trustee Council also may invite representatives of public, private or non-profit entities, representatives of other agencies or members of the public to its meetings unless the Trustee Council determines, in compliance with applicable law, that the subject of the meeting is privileged or that public disclosure of the Trustee Council's work would prejudice the effectiveness of the Trustee Council and the Trustees' responsibilities under applicable law.
- H. **Trustee Council Termination.** The Trustee Council created pursuant to this Section shall terminate upon the termination of this MOA pursuant to Section XII (F) of this MOA.

IX. DAMAGE ASSESSMENT, RESTORATION PLANNING AND IMPLEMENTATION

- A. **Joint Purpose and Overlapping Authorities.** Commonwealth and Federal Trusteeships. The Trustees recognize that each of them has trusteeship, through their respective natural resource Trustees, under OPA and other applicable Federal and Commonwealth law, over natural resources affected by the Spill, and that the scopes and responsibilities of their respective trusteeships overlap.
- B. **Joint Use of Natural Resource Damage Recoveries.** The Trustees agree that any natural resource damage recoveries, as defined in Section III (F) of this MOA, obtained or received by the Trustees, individually or collectively, and any interest earned thereon, shall be jointly used to assess and restore, including supporting technical and administrative services therein, natural resources which have been injured, destroyed or lost as a result of the Spill, unless the Trustee Council agrees otherwise. Disbursements shall be agreed to in writing by the Trustees through Trustee Resolutions.

X. NOTIFICATION OF NEGOTIATIONS WITH PRPs

It is recognized that each Trustee has and reserves all rights, powers and remedies now or hereafter existing at law or in equity, or by statute or otherwise, and that nothing in this MOA waives or forecloses the exercise of any such rights, powers or remedies. However, each

Trustee agrees to the extent practicable to provide twenty (20) days prior written notice to the other Trustee of its intent to participate in negotiations with any PRPs or other entity regarding settlement or other disposition of natural resource damages claims arising from the Spill, and to permit the other parties to join in these negotiations.

The Trustees agree to inform each other within five (5) working days of any oral or written communications to or from the PRPs regarding settlement or other disposition of natural resource damages claims in regard to the Spill. The substance of any such communications will be shared with the Trustees.

The Trustees further agree to provide copies of any agreements or other documents reflecting settlement or other disposition of such claims, including all known claims involving or related to natural resource injuries arising from or related to the Spill. If the Trustee refuses to do so for any reason, that Trustee shall no longer be a Party to this MOA unless the remaining Trustee requests in writing within ten days (10) that such Party remains a Party.

XI. COORDINATION AND CONFIDENTIALITY

- A. Coordination. The Trustees recognize and agree that their interests in the recovery of claims for natural resource damage assessment and natural resource damages associated with the Spill are related and agree to coordinate negotiation and, if necessary, litigation of their claims and damages that arise out of the Spill.
- B. Confidentiality. The Trustees recognize that in order to effectively and efficiently negotiate and litigate their claims, their counsel, employees and consultants may, at each Trustee's discretion, exchange documents and information including draft reports, analyses, opinions, conclusions and advice that is prepared in anticipation of litigation, or for confidential settlement purposes, or which is protected by the attorney work product or attorney-client privilege, or other forms of privilege. Therefore, subject to paragraph XI (E) below, the Trustees hereby agree as follows:
1. The Trustees shall treat each "designated privileged document," and any "designated privileged communication" by, between or among the Trustees as privileged and shall protect such document or communication from disclosure to the maximum extent possible under applicable Federal and Commonwealth law, unless the Trustee Council agrees otherwise.
 2. A "designated privileged document" is one identified on its cover page or elsewhere as subject to one or more privileges or forms of immunity. It is the obligation of each Trustee to properly label as privileged each document for which a Trustee or Trustees asserts such privilege. A label for privileged materials shall be placed as a header, in boldface type, on the first page of each such document to read as follows:

NOT FOR PUBLIC RELEASE - FOIA EXEMPT

In addition, all pre-decisional drafts of studies, reports or analyses shall be labeled prominently on the first page as "DRAFT", and are deemed confidential, unless and until the Parties agree to the release of any such document. A Trustee's failure to identify or label a privileged document shall not, as such, constitute a waiver of any applicable privilege.

3. A "designated privileged communication" is one which occurs with an expectation of confidentiality and includes, but is not limited to, communications between the Commonwealth and Federal government's attorneys or their staffs, agents, consultants and/or experts in anticipation of litigation, in the seeking or giving of legal advice and/or in the context of pre-decisional government deliberations.
4. The transmittal of a privileged document, or a privileged communication between or among any of the Trustees (and their counsel, representatives, contractors and consultants) does not waive, or imply any waiver, of any privilege or right which the transmitting government may assert with respect to that document or communication.
5. Designated privileged documents shall be maintained in such a manner as to ensure that no intentional or unintentional disclosure is made which would compromise any asserted privilege, including segregating "designated privileged documents" in files that are identified as containing privileged documents that are not to be disclosed publicly or in response to a discovery request in this or any other case.
6. Unless otherwise specifically provided, the Trustees shall each be entitled to assert any applicable privilege with respect to any document or communication jointly transmitted, prepared, or funded by the Trustees. Each Trustee shall be entitled to assert an applicable privilege with respect to any document or communication transmitted, prepared, or funded solely by that Trustee.
7. If a subpoena, discovery request, or other request in any form, for a privileged document or information is received by any Trustee, a copy of the subpoena or request will be immediately forwarded to counsel for the Trustee or Trustees to which the privilege applies and to the government representative(s) who originally generated the document or communication requested. The Trustee who receives such a request shall also provide a draft of the Trustee's intended response to such request to the other Trustee not less than ten (10) working days prior to the date that the Trustee intends to issue its response. To the extent that applicable law may require a response more promptly than is consistent with the above temporal

requirement, the Trustees agree to act in good faith to meet any such requirements.

8. Only by specific written agreement (email is sufficient) among the Trustees or pursuant to a Court Order shall a privileged document or communication be made public or disclosed to a Trustee-opponent or non-Trustee. Such agreement shall not be construed as a waiver of privilege or confidentiality regarding any other documents or communications.
 9. In the event that any Trustee determines, for any reason, that any privileged communication, information, or document received from the other Trustee pursuant to this agreement should be released to a third party voluntarily, in response to a request, or pursuant to any statute or regulation, the Trustee planning to release such communication, information, or document shall first consult with the other Trustee. If the Trustees do not reach an agreement regarding release, then they shall each present the matter to supervisory and/or management personnel with their respective governments for resolution. Unless the supervisory and/or management personnel agree that the communication, information, or document may be released, the Trustee seeking to release the communication, information, or document may do so only if such Trustee has determined that it may release the communication, information, or document pursuant to Paragraph XI (E) of this MOA.
 10. Subject to the terms of this Section XI, nothing herein in any way affects or limits the authority of any Trustee to waive any privilege and release any documents, information, analysis, opinion, conclusion, or advice that are subject to privileges held exclusively by that Trustee.
 11. At the request and option of any Trustee, designated privileged documents shall be returned to the originating Trustee or destroyed, in compliance with Federal and Commonwealth law.
 12. The obligations of the Parties under this MOA shall apply to all of their counsel, employees, consultants, agents, contractors and representatives.
- C. Sharing Information with the Public. The Trustees agree that, to the extent consistent with the effective and efficient negotiation and litigation of their claims, public dissemination of final data and studies related to injuries arising from the Spill is in the best interests of the public and the Trustees. Such final data and studies shall be made available to the public upon request to the extent consistent with the foregoing confidentiality provisions. In addition, the Trustees shall open and maintain a publicly available administrative record consistent with the requirements of the Federal Natural Resource Damage Regulations that the Trustees select for use in connection

with the Spill, the National Environmental Policy Act and any other applicable Federal or Commonwealth law.

- D. Compliance with Federal and Commonwealth Law. In the event that any provision of Section XI of this MOA conflicts with Federal or Commonwealth law, including the Freedom of Information Act or similar Commonwealth law, the Federal or Commonwealth law will, of course, control and the Trustees will comply with the applicable law.
- E. Notwithstanding any other provision of this MOA, each Trustee reserves the right to provide information or document related to the Spill and the natural resource damage assessment process to the public if such Trustee determines that such information or document: (1) is already lawfully in the public domain; (2) requires disclosure pursuant to the Freedom of Information Act, 5 U.S.C. § 552, or similar Puerto Rico public records law; or (3) should be disclosed in order to protect public health, welfare, or the environment.

XII. GENERAL PROVISIONS

- A. Reservations. Neither execution of this MOA nor performance of any activities pursuant to this MOA shall constitute an admission by any Trustee named herein (or any government) of (nor be construed as precedent for) any legal responsibility under Federal law or Commonwealth statutory and common law to protect, restore, or enhance any natural resources affected by the Spill over which any other Trustee asserts trusteeship. Furthermore, neither execution of this MOA nor performance of any activities pursuant to this MOA shall constitute an admission by any Trustee named herein (or any government) of (nor be construed as precedent for) any liability for damage or injury to any natural resources affected by the Spill over which any other Trustee asserts trusteeship.
- B. Limitation of Authority. No Trustee is authorized to enter into settlements on behalf of the other Trustees and no Trustee represents another Trustee in any litigation that may be commenced by the PRP or any other Trustee.
- C. Third Parties. This MOA is not intended to, nor shall it, vest rights in persons who do not represent the parties to this MOA or who are not parties to this MOA.
- D. Effective Date. This MOA shall become effective when executed by all of the Trustees, that is, the date on which the last signature is obtained. This MOA can be executed in one or more counterparts, each of which will be considered an original document.

E. Amendment

1. This MOA may be amended by agreement of the Trustees if it is determined that an amendment is necessary to accomplish the objectives of this MOA, or is necessary to modify the objectives of this MOA consistent with the requirements of OPA and any amendments thereto, or other applicable Federal law or Commonwealth common or statutory law.
2. Any amendment of this MOA shall be effective only if it is in writing and executed by all parties to this MOA.

F. Termination

1. This MOA shall be in effect from the day of execution until the Trustee Council determines that the restoration plan or plans implemented under this MOA have been completed, except that this MOA may be extended by written agreement, as provided in Section XII of this MOA.
2. Withdrawal from the MOA
 - a. Due to Dispute. Any Trustee may withdraw from this MOA, but only after efforts have been made to resolve any dispute in accordance with paragraph D of Section VIII of this MOA, if applicable. Such withdrawal shall only be effective upon thirty (30) days written notice upon all Parties to this MOA.
 - b. Due to Differing Duties and Interests. The Trustees understand and acknowledge that at some point a Trustee may determine that it is no longer necessary to participate in the Trustee Council in order to fulfill their duty and that, perhaps, continuing to participate will not further the Trustees' interests. In that event, a Trustee may withdraw from the MOA by notifying the Trustee Council, in writing, and in a timely manner, that the Trustee no longer will be participating in the Trustee Council.
3. In the event that this MOA is terminated or one of the Trustees withdraws, the Trustees expressly agree that they will continue to coordinate to the greatest extent practicable their activities to assess injury to and restore the natural resources affected by the Spill, and that they will be guided by the objectives set forth in Section VI of this MOA. The disposition of any unobligated funds recovered from PRPs as natural resource damages, and any interest earned thereon, shall be determined by further agreement of the Trustees or, if an agreement cannot be reached, upon application by a Trustee to this MOA to the United States District Court (Puerto Rico), by allocation of such recoveries and interest by the Court. In making a fair and reasonable allocation of these monies among the Trustees, the Trustees request that the Court consider primarily the need to achieve, to the maximum extent practicable, the natural resource

objectives of this MOA and further consider the overlapping jurisdictions of the Federal and Commonwealth Trustees. In any event, the Trustees further expressly agree that any unobligated funds recovered from PRPs as natural resource damages, and any interest earned thereon, shall be expended solely to develop and implement a plan to restore injured natural resources under their trusteeship, as mandated by Section 1006 of the Oil Pollution Act (OPA), 33 U.S.C. § 2706.

4. The withdrawal of any Trustee from this MOA for whatever reason, shall not affect the subsequent validity of the Trustee Council or this MOA by the other Trustee. A Trustee that has withdrawn from this MOA shall have no further obligations under this MOA except for the obligations under Section XII (F)(3), above, to continue to coordinate activities to the greatest extent practicable, to maintain confidentiality as agreed in Section XI and to expend unobligated funds recovered for natural resource damages solely to develop and implement a plan to restore injured natural resources under their trusteeship, as mandated by Section 1006 of the OPA, 33 U.S.C. § 2706.

G. Federal Natural Resource Damages Regulations. It is the intention of the Trustees to follow the NOAA natural resource damage assessment regulations, 15 C.F.R. Part 990 in matters relating to the Spill.

H. Anti-deficiency. Nothing in this MOA shall be construed as obligating the United States or Puerto Rico, their officers, agents or employees, to expend any funds in excess of appropriations or other amounts authorized by law. The GOVERNMENTS, through their designated representatives, have signed this MOA on the day and year appearing opposite their signatures.

Memorandum of Agreement Concerning Natural Resource Damages in the Matter of the
GUÁNICA OIL SPILL in BAHIA DE GUAYANILLA, PUERTO RICO

FOR THE COMMONWEALTH OF PUERTO RICO:



Carmen R. Guerrero Pérez,
Secretary
Puerto Rico Department of Natural and
Environmental Resources
Commonwealth Trustee for Natural Resources

NOVEMBER 14, 2014

Date

FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR:



Cynthia K. Dohner,
Regional Director, Authorized Official
U.S. Fish and Wildlife Service
Southeast Region
Federal Trustee for Natural Resources

1/24/15

Date