ATTACHMENT 1

Apex Oil Co., et al. Consent Decree and Settlement Agreement

Restoration Projects

The Governments currently plan to carry out the following Restoration projects:

1. Murre Recolonization

The Murre Recolonization Project is an important natural resource restoration project that is intended to reverse a dramatic reduction of the Common Murre's historical geographic range -- a reduction that presents significant threats to the Central California population as a whole. If two Murre colonies presently existing at Hurricane and Castle Rocks near Monterey Bay disappear, as appears probable, the Murre will have lost nearly 75 percent of the geographic range it occupied in Central California as recently as the turn of the century. The goal of the Recolonization Project is to recolonize one or more of the locations formerly used by Murres and to enhance the size of the colonies at the Southern extreme of the Murre's range.

The Recolonization Project will use a technique called "social attraction" that has been tried and proven in other locations. Essentially this technique employs decoys and recorded bird vocalizations to create the appearance of a thriving colony to induce unmated Murres to select the site occupied by the decoys as a nesting site. Because Murres tend to return to the location of their first mating, successful

recolonization is expected to be permanent. It is presently anticipated that the goal of the Project will be to restore two Murre breeding colonies in the San Francisco area, and to increase the population of the breeding colonies near Monterey to stable, sustainable levels.

Pursuant to Paragraph 6 of the Consent Decree, and in accordance with a Memorandum of Understanding between the Trustee agencies ("MOU"), the Trustees have provided for the funding of the Recolonization Project. Pursuant to the MOU the Project will be carried out under the direction of the United States Department of the Interior, Fish and Wildlife Service in consultation with the other Trustees.

2. Marbled Murrelet Habitat

The Marbled Murrelet is listed by California as an endangered species under the California Endangered Species Act, California Fish and Game Code §§ 2050 - 2098 and 14 Cal. Code Regs. § 670.5(a)(5)(R) and listed by the federal government as a threatened species under the Endangered Species Act 16 U.S.C. §§ 1531 et seq. and 50 C.F.R. § 17.11. It is the southernmost population of the Murrelet in North America. The restoration options are limited and for this population and the Trustees believe that the most appropriate restoration technique in connection with the Oil Spill is protection of nesting habitat for the Marbled Murrelet. Accordingly, the Trustees have proposed to acquire and/or protect old-growth forest sufficiently

near current populations of Marbled Murrelets to serve as breeding habitat.

Pursuant to Paragraph 7 of the Consent Decree and in accordance with the MOU, $500,000 will be transferred to a special trust fund held by the National Fish and Wildlife Foundation[1] ("Habitat Acquisition Trust"). The Habitat Acquisition Trust will be used to purchase or otherwise protect appropriate nesting habitat for the Marbled Murrelet. The Trustees believe that, in this case, the Trust is the most efficient and effective vehicle for the habitat acquisition. The funds in the Trust will be expended only in accordance with this Decree and the MOU.

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[1] The National Fish and Wildlife Foundation is a non-profit corporation established by Congress under the National Fish and Wildlife Foundation Act, 16 U.S.C. § 3701 et Seq.

ATTACHMENT 2

Apex Oil Co. et al. Consent Decree and Settlement Agreement

CALIFORNIA HABITAT ACQUISITION TRUST

This Trust is established with the National Fish and Wildlife Foundation (the "Foundation") by Apex Oil Company, Apex R. E. & T., Inc. dba Apex Towing Company, Novelly Oil Co., Goldstein Oil Co., G.N.P. Barge & Tank Co., Gary Parker, Samuel R. Goldstein, Paul A. Novelly, GNP Barge & Tanker Company, and West of England Ship Owners Mutual Insurance Association (Luxembourg) (the "Settlors"), for the benefit of the United States of America and the State of California (the "Governments").

I. DEFINITIONS

1. The "Consent Decree" means the consent decree and settlement agreement that terminated the consolidated civil actions in the Federal District Court for the Northern District of California styled United States v. Apex Oil Co., et al. Civil Action No. 89-0246 WHO, and State of California et al. v. Apex Oil Co. et al. Civil Action No. 89-0250 WHO. Pursuant to the Consent Decree, money was disbursed to provide funding for this Trust.

2. The "Court" means the United States District Court for the Northern District of California.

3. The "Foundation" means the National Fish and Wildlife Foundation.

4. "Natural Resource" and "Natural Resources" mean land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States or the State of California.

5. The "Natural Resource Trustees" means the National Oceanic and Atmospheric Administration (NOAA) of the Department of Commerce, the Department of the Interior (DOI) and the Office of Oil Spill Prevention and Response of the California Department of Fish and Game ("DFG").

6. The "Natural Resource Trustee Council" or "NRT Council" means the group of representatives of each of the Natural Resource Trustees selected pursuant to a Memorandum of Understanding that shall be entered into by the Natural Resource Trustees.

7. "Restoration Project" means any action to restore or rehabilitate any injured, lost, damaged, or destroyed Natural Resource (and the services provided by that Natural Resource), or any action that replaces or acquires the equivalent of, the injured, lost, or destroyed Natural Resource and affected services.

8. The "Segregated Account" means the account in which the Foundation holds funds subject to the California Habitat Acquisition Trust.

9. "Settlement Funds" means the money paid into this Trust pursuant to a requirement in the Consent Decree.

10. The "State" means the State of California, its departments and agencies.

11. The "Trust" means the California Habitat Acquisition Trust established by this Agreement.

12. The "Trustee" means the trustee of the California Habitat Acquisition Trust.

13. The "United States" means the United States of America, its departments and agencies.

II. PURPOSE

14. The purpose of this Agreement is to establish the Trust and to appoint the Foundation as its Trustee. This Agreement outlines the terms under which the Foundation shall exercise this function.

15. The purpose of the Trust is to receive, manage and disburse funds, in accordance with the direction of the NRT Council through their designated representative, for acquisition of property in the State of California that the Natural Resource Trustees have determined will assist in restoration of natural resources belonging to the United States and the State or for such other purposes as may be agreed upon by the NRT Council.

III. SETTLORS

16. The Settlors, Apex Oil Company, Apex R. E. & T., Inc. dba Apex Towing Company, Novelly Oil Co., Goldstein Oil Co., G.N.P. Barge & Tank Co., Gary Parker, Samuel R. Goldstein, Paul

A. Novelly, GNP Barge & Tanker Company, and West of England Ship Owners Mutual Insurance Association (Luxembourg) have funded this Trust pursuant to a requirement in the Consent Decree. Settlors have had no involvement in the selection of any restoration project to be carried out with funds in this Trust. With the exception of the obligation to establish and fund this Trust, Settlors shall have no rights, duties, obligations, or fiduciary responsibilities of any kind in connection with this Trust. Without limiting the foregoing, Settlor shall have no rights, duties, obligations, or fiduciary responsibilities with respect to the management of this Trust, the use of funds held in this Trust, property acquired with Trust funds, or Natural Resource Restoration Projects funded by the Trust. This Trust is irrevocable and Settlors retain no interest whatsoever in the corpus or proceeds of this Trust.

IV. TRUSTEE

17. The Foundation shall be Trustee of the Trust.

18. The Court shall have the power to appoint a replacement Trustee if the office of the Trustee becomes vacant.

19. The Court shall have the power to remove the Trustee if at any time it determines that the Trustee is not performing its duties in a manner that is consistent with the purposes of the Trust. Either Government shall have the right to ask the Court to remove the Trustee or to terminate the Trust.

20. In addition to the powers expressly granted to the Trustee by this Agreement, the Trustee shall have all other

powers granted to Trustees under the laws of the State of California, except as otherwise provided in this Agreement.

21. The Foundation submits to the jurisdiction of the U.S. District Court for the Northern District of California for purposes of enforcement, administration, and supervision of the Trust.

22. Unless otherwise agreed by the NRT Council, the Foundation shall not hold an interest in any real or personal property acquired with Settlement Funds nor shall it acquire, manage or dispose of such property.

23. Settlement Funds shall not be deemed federal funds within the meaning of 16 U.S.C. § 3703(e).

V. BENEFICIARIES

24. The United States and the State are the beneficiaries of the Trust.

VI. DUTIES OF TRUSTEE

25. The Trustee shall maintain funds subject to the Trust in a Segregated Account separate from all other Foundation accounts.

26. All funds held in the Segregated Account shall be invested as directed by the NRT Council and, in the absence of specific instructions, shall be invested in U.S. Treasury Bills and notes. Interest and earnings accruing to the Segregated Account shall be reinvested in the Segregated Account and used to carry out the purposes of the Trust.

27. The Trustee is authorized and obliged to make disbursements of funds from the Segregated Account pursuant to paragraphs 32, 33, and 36 below.

28. The Foundation shall appoint an individual, the Foundation Representative, who will represent the Foundation in carrying out its obligations as Trustee under this Agreement. The Foundation shall identify to the NRT Council, in writing, the identity, mailing address, and phone number of the Foundation Representative. Any change in the Foundation Representative shall be communicated to the NRT Council within 10 business days of the change.

29. The Trustee shall fund, subject to paragraph 36 below, Restoration Projects as directed by the NRT Council.

30. The Trustee shall submit to the NRT Council an annual report, by December 15 of each year, which itemizes all funds maintained, deposited, accrued, and disbursed from the Segregated Account.

VII. SELECTION OF AUTHORIZED PROJECTS

31. The NRT Council shall, pursuant to the MOU, select Restoration projects to be funded by the Trust.

32. The NRT Council shall appoint a representative ("NRT Council Representative") for purposes of communicating with the Foundation regarding management of the Trust and disbursements from the Trust to facilitate Restoration Projects selected by the NRT Council. The NRT Council shall give the Foundation Representative written notice of the name, address, and telephone

number of the NRT Council Representative. Any action taken by the Trustee in strict accordance with this Trust Agreement and instructions from the NRT Council Representative shall be considered authorized by the Governments.

33. The Trustee shall make disbursements from the Trust only when the NRT Council Representative has submitted to the Trustee a written authorization for the disbursements approved by the Natural Resource Trustee Council.

VIII. PAYMENT OF TRUST EXPENSES AND DISBURSEMENT OF FUNDS

34. The Trustee shall receive, at the time funds are transferred to the Trust, an initial administrative overhead reimbursement equal to one percent (1%) of the total funds transferred to the Segregated Account. Such charges shall be made against the corpus of the Trust. There shall be no liability for Settlors beyond the $500,000 required to be paid pursuant to the Consent Decree. The Trustee shall make no charge against the Settlor for the establishment of this Trust, and except as provided in paragraph 35, no additional charges or deductions shall be made against the corpus of the Trust in connection with the administration of the Trust.

35. The Trustee will be reimbursed for all reasonable and actual expenses incurred in connection with the satisfaction of its obligations under this Agreement, provided however, that such expenses must be approved in writing as reasonable by the NRT Council.

36. Upon receipt of written approval by the NRT Council to fund Restoration Project(s) pursuant to paragraphs 32 and 33 above, the Trustee is authorized and obliged to disburse funds in the Segregated Account as directed by the NRT Council Representative.

IX. AMENDMENTS

37. This Agreement may be amended only by written agreement of the Foundation and all of the Natural Resource Trustees, and with approval of the Court that entered the Consent Decree.

X. NOTICES

38. Notices under this Agreement shall be made in writing and may be given by delivery in person, by mail or by telecopy (fax).

39. Notices to the United States shall be sent to:

Field Solicitor
U. S. Department of the Interior
600 Harrison Street
Suite 545
San Francisco, CA 94107-1373

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

40. Notices to the State shall be sent to:

Administrator, California Office of
Oil Spill Prevention and Response
1700 K. Street
Suite 250
Sacramento, CA 95814

Executive Officer
California Regional Water Control Board,
San Francisco Bay Region
2101 Webster Street
5th Floor
Oakland, CA 94612

Mary E. Hackenbracht
California Attorney General's Office
2101 Webster Street
12th Floor
Oakland, CA 94612

Michael W. Neville
California Attorney General's Office
455 Golden Gate Avenue
Suite 6200
San Francisco, CA 94102-3658

41. Notices to the Foundation shall be sent to:

Whitney C. Tilt
National Fish and Wildlife Foundation
1120 Connecticut Ave., NW
Washington, D.C. 20036
Phone: (202) 857-0166
Fax: (202) 857-0162

XI. EFFECTIVE DATE

42. The Trust shall become effective upon transfer of settlement proceeds to the Trustee pursuant to the Apex Houston Consent Decree.

XII. TERMINATION

43. The Trust shall terminate when all funds subject to the Trust have been disbursed and the parties agree to termination in writing.

FOR SETTLORS
G.N.P. Barge & Tank Co.; Apex Oil Company; Apex R. E. & T., Inc., d/b/a Apex Towing Company; Goldstein Oil Co.; Novelly Oil Co.; GNP. Barge & Tanker Company; West of England Ship Owners Mutual Insurance Association (Luxembourg); Gary Parker, Samuel R. Goldstein; and Paul A. Novelly

Dated: _____ _____

FOR THE UNITED STATES

Dated: _____ _____

FOR THE STATE OF CALIFORNIA

Dated: _____ _____

FOR THE NATIONAL FISH AND WILDLIFE FOUNDATION

Dated: _____ _____