

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

UNITED STATES OF AMERICA)	
)	
Plaintiff,)	JOINT STIPULATION OF
vs.)	SETTLEMENT AND
)	ORDER OF DISMISSAL
)	
N.S.B. NIEDERELBE)	CIVIL ACTION NO.
SCHIFFFAHRTSGESELL)	409-129 BAE
SCHAFT MBH & Co.,)	
BETEILIGUNGS - KG MS)	
NORTHERN PIONEER)	
SCHIFFFAHRTSGESELL)	
SCHAFT MBH & Co., and)	
SHORELINE MUTUAL)	
(BERMUDA) Ltd)	
)	
Defendants.		

JOINT STIPULATION OF SETTLEMENT AND ORDER OF DISMISSAL

WHEREAS, Plaintiff, United States of America, filed a Complaint in this action seeking, *inter alia*, response, removal and clean up costs, damages for destruction of, loss of, or injuries to environmental and natural resources, and civil penalties arising from the discharge of approximately 523 barrels of oil in and adjacent to the Savannah River near Savannah, GA on July 17, 2006. The

Defendants named in the Complaint are N.S.B. Niederelbe Schiffahrtsgesellschaft MBH & Co., Beteiligungs - KG MS Northern Pioneer Schiffahrtsgesellschaft MBH & Co., and Shoreline Mutual (Bermuda) Ltd, collectively (the “Defendants”). This Joint Stipulation of Settlement and Order of Dismissal (hereinafter “Joint Stipulation”) is entered into and executed by the United States and all Defendants.

WHEREAS, the Complaint alleges that the Defendants are liable for response, removal and clean up costs, damages for destruction of, loss of, or injuries to environmental and natural resources, and civil penalties.

WHEREAS, the parties agree that settlement in this action without further expense and litigation is in the public interest and that entry of this Joint Stipulation is the most appropriate means of resolving the foregoing action.

NOW, THEREFORE, without adjudication or admission of liability, and upon the express consent and agreement of all the parties, by and through their attorneys and authorized officials to this Joint Stipulation, it is hereby AGREED, ORDERED, and DECREED:

1. Within thirty (30) calendar days after this Joint Stipulation is executed by the Court, Defendants shall pay \$940,000 (nine-hundred and forty thousand dollars) to the United States.

2. Payment of the \$940,000 shall be made by Electronic Funds Transfer (“EFT” or wire transfer) to the United States Department of Justice in accordance with written instructions to be provided to the Defendants, following complete execution of the Joint Stipulation by all parties and the Court. On the day the transfer is made, 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 the amount owed pursuant to the Joint Stipulation in *United States of America v. N.S.B. Niederelbe, et al.*, and shall reference the civil action number and the DOJ case number (62-20-49), to:

3. Timely payment of the amount specified in Paragraph 1 shall constitute a full and final settlement of any and all civil claims of the United States arising from the oil discharge on or about July 17, 2006, including, but not limited to, (1) response, removal, monitoring and clean up costs, (2) damages for destruction of, loss of, or injuries to any real or personal property or the environment or natural resources, (3) loss of revenue or property value and, (4) civil penalties (the “Settled Claims”). The United States reserves all rights and remedies, legal and equitable, available to enforce the provisions of this Joint Stipulation.

4. Upon timely payment of the amount specified in Paragraph 1, the United States releases and discharges all Defendants and any other person or entity from the Settled Claims.

5. Upon entry of this Joint Stipulation by the Court, the United States shall dismiss this lawsuit with prejudice. Each party shall bear its own costs and attorneys fees.

6. Timely payment of the amount specified in Paragraph 1 shall render the July 23, 2006, Letter of Undertaking (copy attached) provided to the United States Coast Guard from Assuranceforeningen GARD, as surety for the payment of any final assessment or judgment, null and void. The United States shall return the original Letter of Undertaking to counsel for Defendants or provide a letter indicating that the original cannot be located.

7. In the event that the Defendants fail to make the full amount of the payment required by Paragraph 1 when due, upon motion by the United States, the Court shall enforce the terms of this Joint Stipulation, or upon motion by the United States, the dismissal shall be vacated and the action against the Defendants reinstated, or the United States may proceed to enforce this Joint Stipulation as a judgment as set forth in Paragraph 8 below.

8. If the full amount of the payment is not made within thirty (30) calendar days after execution of the Joint Stipulation by the Court, the Defendants shall be liable for accrued interest on any unpaid amount in accordance with the statutory judgment interest rate provided for in 28 U.S.C. § 1961.

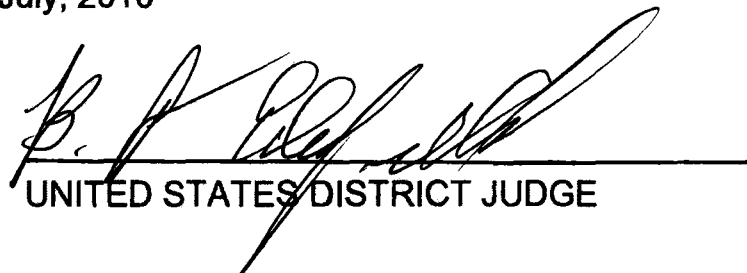
9. If the payment required by Paragraph 1 is not paid within thirty (30) calendar days after execution of the Joint Stipulation by the Court, the Joint Stipulation shall be an enforceable judgment debt for purposes of post-judgment collection in accordance with Rule 69 of the Federal Rules of Civil Procedure, the Federal Debt Collection Procedure Act, 28 U.S.C. §§ 3001-3308, and other applicable authority. Further, Defendants shall be liable for attorneys' fees and costs incurred by the United States to collect any amounts due under this Joint Stipulation. The United States shall be deemed a judgment creditor for purposes of collection of any unpaid amounts under this Joint Stipulation.

10. The provisions of this Joint Stipulation shall apply to, be binding on and inure to the benefit of the parties to this Joint Stipulation, and their successors and assigns. The undersigned representative(s) of the Defendants certify that they are authorized to enter into and fully agree with the terms and conditions of this Joint Stipulation and to execute and legally bind each such party to this document.

11. This Court shall retain jurisdiction for the purposes of interpreting and enforcing this Joint Stipulation.

12. If for any reason the Court should decline to execute and enter this Joint Stipulation as requested by the parties, this Joint Stipulation becomes voidable at the sole discretion of any party to this Joint Stipulation and the terms of this agreement may not be used as evidence in any litigation between the parties.

So ordered this 9th day of July, 2010



UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA

We consent to the Joint Stipulation of Settlement and Order of Dismissal in *United States v. N.S.B. Niederelbe, et al.*, 409-129 (S.D. GA.)

Dated:

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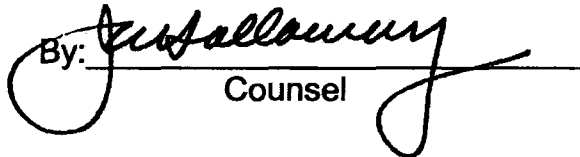
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FOR DEFENDANT N.S.B. NIEDERELBE SCHIFFAHRITSGESELLSCHAFT MBH & CO.

FOR DEFENDANT BETEILIGUNGS - KG MS NORTHERN PIONEER SCHIFFAHRITSGESELLSCHAFT MBH & CO.

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