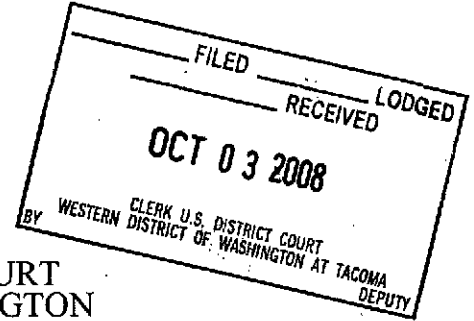


Honorable Judge Benjamin H. Settle



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UNITED STATES OF AMERICA,
Plaintiff,
v.
STX PAN OCEAN CO., LTD.,
Defendant.

NO.CR08- 5653BHS

PLEA AGREEMENT

The United States of America, by and through Jeffrey C. Sullivan, United States Attorney for the Western District of Washington, James D. Oesterle, Assistant United States Attorney for said District, and LCDR Marc A. Zlomek, Special Assistant United States Attorney for said District, Defendant STX Pan Ocean Co., Ltd., and its attorney, Philip R. Lempriere, enter into the following Agreement, pursuant to Federal Rule of Criminal Procedure 11(c):

1. Waiver of Indictment. Defendant, having been advised of the right to be charged by Indictment, agrees to waive that right and enter a plea of guilty to the charge brought by the United States Attorney in an Information.

2. The Charge. Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enter a plea of guilty to knowingly failing to maintain a Garbage Record Book in which all discharges of garbage, as defined in Annex V of MARPOL 73/78, were accurately recorded, in violation of Title 33, United

1 States Code, Sections 1907(d) and 1908(a), as charged in Count 1 of the Information.

2 3. Elements of the Offense. To establish liability for the charged offense of
3 violating the Act to Prevent Pollution from Ships as charged in Count 1 of the
4 Information, in violation of Title 33, United States Code, Sections 1907(d) and 1908(a),
5 the United States must prove that the Defendant, through the acts of its employees,
6 agents and servants, one or more of whom acted as the person in charge of the garbage
7 discharge operations on board the M/V PAN VOYAGER, knowingly failed to maintain
8 an accurate Garbage Record Book in which all garbage discharge operations were fully
9 and accurately recorded.

10 Under established principles of corporate liability and *respondeat superior*, as these
11 principles apply in this case, corporate defendants are liable for the actions of their
12 employees, agents and servants. *United States v. Beusch*, 596 F.2d 871 (9th Cir. 1979);
13 *United States v. Powder Puff Co.*, 163 F.2d 1008 (7th Cir. 1947); *New York Central and*
14 *Hudson River R.R. v. United States*, 212 U.S. 481, 495 (1909).

15 4. The Penalties. Defendant understands that the statutory penalties for the
16 offense of failing to maintain an accurate Garbage Record Book in violation of Title 33,
17 United States Code, Sections 1907(d) and 1908(a), as charged in Count 1 of the
18 Information are as follows: a fine of up to Five Hundred Thousand Dollars (\$500,000.00),
19 or twice the gross gain or loss resulting from the unlawful conduct pursuant to Title 18,
20 United States Code, Section 3571(d), a period of probation of up to five (5) years, and a
21 Four Hundred Dollar (\$400.00) special assessment. Defendant agrees that the special
22 assessment shall be paid at or before the time of sentencing.

23 Defendant agrees that any monetary penalty the Court imposes, including the
24 special assessment, fine, costs or restitution, is due and payable immediately, and further
25 agrees to submit a completed Financial Statement of Debtor form as requested by the
26 United States Attorney's Office if all required payments are not made immediately.

27 5. Rights Waived by Pleading Guilty. Defendant understands that by pleading
28 guilty, Defendant knowingly and voluntarily waives the following rights:

- 1 a. The right to plead not guilty and to persist in a plea of not guilty;
- 2 b. The right to a speedy and public trial before a jury of Defendant's
- 3 peers;
- 4 c. The right to the effective assistance of counsel at trial;
- 5 d. The right to be presumed innocent until guilt has been established
- 6 beyond a reasonable doubt at trial;
- 7 e. The right to confront and cross-examine witnesses against Defendant
- 8 at trial;
- 9 f. The right to compel or subpoena witnesses to appear on Defendant's
- 10 behalf at trial;
- 11 g. The right to testify or to remain silent at trial, at which trial such
- 12 silence could not be used against Defendant; and
- 13 h. The right to appeal a finding of guilt or any pretrial rulings.

14 6. Applicability of United States Sentencing Guidelines. Defendant
15 understands and acknowledges that the United States Sentencing Guidelines promulgated
16 by the United States Sentencing Commission are applicable to the sentencing in this case
17 for advisory purposes, except that pursuant to USSG §§ 8C2.1, Chapter 8 of the United
18 States Sentencing Guidelines does not apply to determine the appropriate fine in this
19 case. Defendant understands and acknowledges that, at sentencing, the Court must
20 consider the factors set forth in Title 18, United States Code, Section 3553(a), including:
21 (1) the nature and circumstances of the offense(s); (2) the history and characteristics of the
22 defendant; (3) the need for the sentence to reflect the seriousness of the offense, to
23 promote respect for the law, and to provide just punishment for the offense; (4) the need
24 for the sentence to afford adequate deterrence to criminal conduct; (5) the need for the
25 sentence to protect the public from further crimes of the defendant; (6) the need to provide
26 the defendant with educational and vocational training, medical care, or other correctional
27 treatment in the most effective manner; (7) the kinds of sentences available; (8) the need to
28 provide restitution to victims; and (9) the need to avoid unwarranted sentence disparity

1 among defendants involved in similar conduct who have similar records. Accordingly,
2 Defendant understands and acknowledges that:

3 a. The Court will determine Defendant's applicable Sentencing
4 Guidelines range at the time of sentencing;

5 b. After consideration of the Sentencing Guidelines and the factors in
6 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the
7 maximum term authorized by law;

8 c. The Court is not bound by any recommendation regarding the
9 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines
10 range offered by the parties or the United States Probation Department, or by any
11 stipulations or agreements between the parties in this Plea Agreement; and

12 d. Defendant may not withdraw a guilty plea solely because of the
13 sentence imposed by the Court.

14 7. Sentencing Agreement. The United States and Defendant agree to jointly
15 recommend that the Court impose the following sentence:

16 a. Fine. Defendant shall pay a criminal fine in the amount of Five
17 Hundred Thousand Dollars (\$500,000) which does not include an amount to be paid in
18 the form of community service as described below.

19 b. Mandatory Special Assessment. Defendant shall pay a special
20 assessment of Four Hundred Dollars (\$400).

21 c. Payment of Fine, Assessments, and Community Service Defendant
22 agrees that all monetary penalties imposed by the Court, including the fines, community
23 service, and special assessments, shall be paid on the day of sentencing. Payments of the
24 criminal fine and special assessments shall be made in the form of a check(s) payable to
25 "United States District Court Clerk." Payment of the community service amount set forth
26 in subparagraph f, shall be made in the form of a check payable to the "National Fish and
27 Wildlife Foundation re: Puget Sound Marine Conservation Fund."

28 d. Probation. Defendant will be placed on organizational probation for

1 a period of three (3) years pursuant to USSG §§ 8D1.1 and 8D1.2. The terms of
2 probation shall include the following specific provisions, in addition to the Court's
3 standard conditions:

4 (1) No Further Violations. Defendant agrees not to commit any
5 further violations of MARPOL 73/78, federal, state or local law, and shall conduct all
6 its operations in accordance with the MARPOL Protocol.

7 (2) Environmental Compliance Plan. Consistent with the
8 sentencing policies set forth in USSG § 8D1.4, Defendant, through its authorized
9 representatives, agrees to develop, adopt, implement and fund a focused Environmental
10 Compliance Plan ("focused ECP") during the probationary period, the terms of which
11 are set forth in the attached document entitled "STX PAN OCEAN CO., LTD
12 FOCUSED ENVIRONMENTAL COMPLIANCE PLAN." Defendant agrees that the
13 focused ECP will comply with the special conditions of probation outlined below, and
14 that the Standards and Requirements for the focused ECP, agreed to by the United
15 States, will be filed with the Court as an attachment to this Agreement on or before the
16 date of sentencing. Defendant understands and agrees that if the Standards and
17 Requirements for the focused ECP are not agreed upon by the date of sentencing, the
18 United States reserves the right to withdraw from this Agreement and pursue all charges
19 for which there is probable cause. If Defendant changes its name, re-organizes, merges,
20 or otherwise ceases operations in its current form, the person or entity acquiring the
21 assets or taking over the operation of the Defendant shall take over the responsibility to
22 develop, implement, fund and maintain the focused ECP, provided that the person or
23 entity acquiring the assets or taking over the operations are wholly or partially owned or
24 controlled, directly or indirectly, by STX Pan Ocean Co., Ltd., their parent companies,
25 affiliates, successors in interest or assigns.

26 A. The focused ECP will establish that all environmental risks
27 associated with the collection, management and disposal of garbage generated on all
28 vessels have been identified; such risks are being appropriately managed and potential

1 risks are being avoided; all international, federal, state and local laws, regulations, and
2 environmental permit requirements are being adhered to; appropriate policies, programs
3 and procedures are in place; organizational responsibilities are clearly defined,
4 understood and implemented; environmental quality control assurance and verification
5 systems are in place, as determined by appropriate self-policing and third-party audits;
6 company operations, including contractor operations and on-site service provider
7 operations, do not present unreasonable risks to the environment. Defendant shall
8 ensure that the focused ECP is diligently enforced by their officers, managers and
9 employees.

10 B. Defendant shall be responsible for all costs associated with the
11 development, implementation, maintenance and monitoring of the focused ECP.

12 C. During the period of probation, an independent auditor shall
13 monitor and ensure Defendant's compliance with the Plea Agreement and probation
14 conditions and the development, implementation and maintenance of the focused ECP in
15 accord with the Standards and Requirements filed with the Court. Defendant will
16 assume all costs and expenses associated with the employment and expenses of the
17 auditor. Defendant agrees to provide the auditor with unrestricted access to all vessels
18 listed in the focused ECP, to all facilities, employees, documents and computers,
19 relevant to monitoring of the vessels listed in the focused ECP, and to facilitate access to
20 contractors and contractor employees in respect thereto. All reports and draft reports
21 issued by the auditor will be delivered to the Probation Office, United States Attorney's
22 Office and the United States Coast Guard prior to or simultaneously with delivery to
23 Defendant.

24 e. Access Defendant agrees that during the period of probation, and at all
25 reasonable times and with as reasonable of a prior notice by the United States as
26 practicable, they will provide the United States with full access to their vessels listed in
27 the focused ECP, as well as, all facilities, employees, and records that are relevant to
28 monitoring compliance with the terms and conditions of the focused ECP. The United

1 States will make all reasonable efforts to ensure that any vessel boarding pursuant to this
2 agreement will not delay or interfere with the vessel's scheduled departure time.

3 f. Community Service. Defendant shall make an organizational community
4 service payment in the amount of Two Hundred Fifty Thousand dollars (\$250,000)
5 pursuant to §8B1.3 of the Federal Sentencing Guidelines and in furtherance of satisfying
6 the sentencing principles provided for under 18 U.S.C. § 3553(a). Defendant and the
7 government agree that the organizational community service payment shall be made to the
8 National Fish and Wildlife Foundation. The National Fish and Wildlife Foundation
9 (NFWF) is a charitable and nonprofit corporation established pursuant to 16 U.S.C. §§
10 3701-3709. Its purposes include the acceptance and administration of "private gifts of
11 property for the benefit of, or in connection with, the activities and services of the United
12 States Fish and Wildlife Service," and the performance of "such other activities as will
13 further the conservation and management of the fish, wildlife, and plant resources of the
14 United States, and its territories and possessions for present and future generations of
15 Americans." Id. § 3701(b)(1), (2).

16 The community service payment shall be directed to the Puget Sound Marine
17 Conservation Fund, which is administered by the NFWF. The Fund was established to
18 finance the following types of projects within the Western District of Washington in the
19 waters of Puget Sound and the Straits of Juan De Fuca and waters subject to tidal
20 influence within that geographic area: (1) habitat conservation, protection, restoration and
21 management projects to benefit fish and wildlife resources and the habitats on which they
22 depend; (2) landowner outreach and incentive programs for restoration and management
23 of natural resources; (3) public use and natural/cultural projects that benefit the Fish and
24 Wildlife Refuge System and other federal and state refuges, reserves, and specially
25 protected natural areas; and (4) collaborative projects from local coastal communities
26 seeking environmentally and economically sustainable solutions to natural resources
27 problems. One half of the community service payment, or One Hundred Twenty-Five
28 Thousand dollars (\$125,000), shall be allocated within the Fund to the Northwest Straits

1 Initiative to be used in furtherance of its continuing efforts to clear marine debris from the
2 waters of Puget Sound. The balance of the community service payment shall be
3 administered by the NFWF consistent with the objectives of the Fund.

4 Defendant, through its authorized representatives, will not characterize, publicize or
5 refer to the community service payment as a voluntary donation or contribution.

6 g. No Retaliation. Defendant, through its authorized representatives, agrees
7 that it will not take any adverse action against the officers and crew members for their
8 participation in the events leading to this investigation and prosecution or for their role in
9 testifying before the Grand Jury. Prohibited adverse actions include, but are not limited to,
10 dismissal from service, refusal to offer future work assignments and negative performance
11 review, where these actions are based in whole or in part on the officer's or crew
12 member's participation in the events leading to this investigation and prosecution. This
13 provision does not apply to any crew member who is charged for criminal conduct related
14 to this investigation.

15 8. Application of the Agreement. This Agreement shall bind Defendant and
16 its subsidiaries and affiliates, including all subsidiaries and affiliates that technically
17 manage and/or man vessels, including but not limited to STX Pan Ocean Co., Ltd.,
18 STX POS Ship Management Co., and all successors in interest, if applicable, and all
19 successors and assigns. Defendant shall provide immediate notice to the United States
20 Attorney's Offices, and the United States Coast Guard of any of the following: any
21 corporate name changes; any purchase or sale of vessels; any purchase, sale or
22 reorganization or divestiture; or any other change impacting upon or affecting this Plea
23 Agreement or with the focused ECP. No change in name, change in corporate or
24 individual control, business reorganization, change in ownership, merger, change of
25 legal status, sale or purchase of assets, or similar action shall alter Defendant's
26 responsibilities under this Agreement. Defendant understands and agrees that it shall not
27 engage in any action to seek to avoid the obligations and conditions set forth in this
28 Agreement. This Agreement does not apply to any vessel owned by the defendant

1 which is subsequently sold in an arms length transaction to an unrelated purchaser.

2 9. Statement of Facts. The parties agree on the following facts. Defendant
3 admits that, by and through the actions of its employees, agents and servants, they are
4 guilty of the charged offense.

5 Introduction

6 Beginning on July 3, 2008, and at all relevant times thereafter, Defendant STX
7 Pan Ocean Co., Ltd. owned and operated the Motor Vessel ("M/V") PAN VOYAGER,
8 a South Korean flagged marine vessel. The M/V PAN VOYAGER was an
9 approximately 17,000 ton ocean going bulk carrier.

10 The M/V PAN VOYAGER had an engine department headed by the Chief
11 Engineer. The Chief Engineer had overall responsibility for engine room operations
12 including supervising daily operations, formulating and implementing engine room
13 procedures, and verifying engine room systems were functioning properly. He reported
14 directly to the Master of the vessel and to shore-based managers. The Chief Engineer
15 was assisted by subordinate licensed officers (assistant engineers) and unlicensed
16 crewmen ("oilers" and "wipers"), all of whom were servants of STX Pan Ocean Co.,
17 Ltd.

18 The M/V PAN VOYAGER had a deck department headed by the Chief Officer.
19 The Chief Officer had overall responsibility for deck operations including supervising
20 daily operations, formulating and implementing cargo procedures, and verifying cargo
21 handling systems were functioning properly. He reported directly to the Master of the
22 vessel. The Chief Officer was assisted by unlicensed crewmen ("able seaman" and
23 "ordinary seaman") all of whom were servants of STX Pan Ocean Co., Ltd.

24 Legal Framework

25 The United States is part of an international regime that regulates discharges of
26 garbage from vessels at sea: the International Convention for the Prevention of Pollution
27 from Ships, as modified by the Protocol of 1978 (the "MARPOL Protocol"). The
28 MARPOL Protocol is embodied in numerous agreements that the United States has
29 ratified and implemented into law by the Act to Prevent Pollution from Ships (APPS),
30 Title 33, United States Code, Sections 1901, et seq. APPS makes it a crime for any
31 person to knowingly violate the MARPOL Protocol, APPS, or regulations promulgated
32 under APPS. These regulations apply to all commercial vessels operating in United
33 States waters or while at a port or terminal under the jurisdiction of the United States,
34 including vessels operating under the authority of a country other than the United States.

35 Annex V of MARPOL regulates the prevention of pollution by garbage from
36 ships. Regulation 9 of Annex V requires every ship of 400 gross tons and above to
37 carry a Garbage Record Book. The Regulation requires that each discharge operation
38 be recorded in the Book and signed for on the date of the discharge by the officer in
39 charge. In addition, each completed page of the Book must be signed by the Master of
40 the ship. All discharges, escapes or accidental losses must be recorded in the Book,
41 including the circumstances of, and reasons for, the loss.

42 "Flag states" (i.e., countries that register marine vessels) certify a vessel's
43 compliance with international laws. "Port states" (i.e., countries visited by marine
44 vessels), such as the United States, inspect vessels to assure compliance with the law
45 within their ports and waters. The United States Coast Guard, an agency of the United
46 States Department of Homeland Security, is charged with enforcing the laws of the
47 United States and is empowered under Title 14, United States Code, Section 89(a) to
48 board vessels and conduct inspections and investigations of potential violations and to
49 determine compliance with MARPOL Protocol, APPS, and implementing regulations.

1 The Coast Guard conducts Port State Control Examinations which involve
2 boarding a vessel and conducting inspections and investigations of potential violations.
3 Failure to comply with international standards, including MARPOL, can provide the
4 basis of an order refusing to allow a vessel to enter port, or to prohibit the vessel from
5 leaving port without remedial action and assuring authorities the vessel does not present
6 an unreasonable threat to the marine environment. Coast Guard personnel rely on crew
7 member statements and vessel documents when conducting inspections and
8 investigations. They are specifically authorized to examine a vessel's Garbage Record
9 Book to determine, among other things, whether the vessel is properly managing its
10 garbage, whether it poses any danger to United States ports and waters, and whether the
11 vessel discharged any garbage in violation of MARPOL, APPS, or any other applicable
12 federal regulations.

13 Longview, Washington Boarding

14 On or about August 3, 2008, the M/V PAN VOYAGER arrived at the Port of
15 Longview in Washington State and was boarded by Coast Guard personnel to conduct a
16 Port State Control inspection. Prior to boarding the vessel, Coast Guard inspectors
17 received allegations that oil contaminated garbage, including plastics, had been dumped
18 overboard into the ocean. Once on board the vessel, inspectors discovered evidence of
19 the dumping. They observed large streaks of oil alongside the outer hull of the ship
20 where it was later determined approximately six 55-gallon drums, thirty plastic lined
21 rice sacks, and about two hundred, partially filled plastic garbage bags were thrown
22 from the main deck. On the main deck above, and slightly forward of these oil stains,
23 inspectors discovered that a section of the deck railing had been cut away and then
24 welded back into place to facilitate the illegal dumping. During the course of the
25 boarding, five different crew members admitted to knowing of, or participating in, the
26 illegal dumping.

27 Interviews with crew members revealed that a large amount of grain being
28 transported in the number five cargo hold had fallen into the number four fuel oil tank
through a hole in a vent pipe which passed through the cargo hold on its way to the main
deck. Inspectors confirmed this information after finding a patched, fist sized, hole on
the vent pipe to the number four fuel oil tank at a point where it passes through the
number five cargo hold. The information was further corroborated after inspectors
opened the number four fuel oil tank and discovered remnants of grain mixed with fuel
oil throughout the tank.

During the ship's June voyage from the United States to South Korea, engine
room crewmen found grain in the ship's fuel filtering system and reported the problem
to the then serving Chief Engineer. The problem was not identified or addressed until
after the current Chief Engineer boarded the vessel in early July 2008. While the ship
was in South Korea, unloading grain, a crew member advised the Chief Engineer of the
problem. Crew members identified the vent pipe hole and repaired it after cargo hold
number five was partially unloaded. Crew members subsequently inspected fuel oil tank
number four but not until the vessel completed unloading the cargo and departed South
Korea en route to the United States. The tank inspection disclosed that a substantial
amount of grain had fallen into the tank and was mixed with the heavy fuel oil.

According to the crew members, the ship's senior officers ordered them to
remove the grain/fuel oil waste from the number four fuel oil tank, beginning on July
21, 2008. Crew members were ordered into the fuel tank, and over a four-day period,
they used buckets and dust pans, lifting the grain/fuel oil waste through a manhole to
fellow crew members. These crew members then emptied the waste into 55-gallon
drums, plastic lined rice sacks, and large plastic garbage bags.

On July 24th, 2008, crew members used a vessel cargo crane to lift the
rice-sacks, garbage bags, and 55-gallon drums out of the cargo hold and onto the main
deck. Both the port and starboard sides of the main deck had to be used to
accommodate the large quantity of garbage. At approximately 2100 local time on the
evening of July 24, 2008, in the vicinity of 49-35'-5" North, 160-12'-1" East, the Chief

1 Engineer and the Chief Mate assisted crew members in dumping the waste overboard.
2 The dumping occurred under the cover of darkness after the Master denied a request to
3 use the deck lights. Working only by the light of flashlights, crew members pushed and
4 dropped the waste into the sea. The plastic bags and rice-sacks were punctured in hopes
5 that they would sink and further reduce the risk of detection. The Master was on the
6 bridge and wing of the ship during the dumping and observed the activity.

7 The Garbage Record Book maintained on board the vessel and presented to Coast
8 Guard inspectors made no reference to the July 24, 2008 dumping incident. Recorded
9 entries certified by the Chief Mate for discharges occurring on July 22, 2008 and July
10 25, 2008 make no reference to the grain/fuel oil waste dumped on July 24, 2008. On
11 July 27, 2008, both the Chief Engineer and the Master of the vessel signed page 15 of
12 the Book certifying the accuracy of entries made between July 18, 2008 and July 27,
13 2008.

14 The Master knew at the time the entries in the Garbage Record Book were made,
15 initialed, and presented, that in truth and in fact, grain/fuel oil waste packaged in plastic
16 had been dumped directly into the sea. The Master also knew the false and fraudulent
17 entries and omissions were material to the enforcement and regulatory duties of the
18 United States Coast Guard. The omissions created the impression that garbage
19 generated on board the M/V PAN VOYAGER was being managed correctly in
20 accordance with international rules and regulations.

21 Both the Chief Engineer and the Chief Mate had full knowledge of the July 24,
22 2008 dumping incident and the fact that the Garbage Record Book entries they signed
23 and certified omitted any reference to that incident. The actions of these officers
24 furthered efforts to prevent port state authorities from discovering that garbage
25 generated on the vessel had been dumped illegally into the sea. In addition, both
26 officers knew that port state inspectors were authorized to request and review the
27 Garbage Record Book. Despite this knowledge, neither the Chief Engineer nor the
28 Chief Officer notified the United States Coast Guard inspectors of the material
omissions in the Garbage Record Book.

In addition to intending to conceal the illegal discharges from port state
authorities, the Master, Chief Engineer and Chief Officer further intended by their
actions to conceal the illegal discharges from the Defendant's shore side managers.
The Master, Chief Engineer and Chief Officer knew their actions violated the
company's policies and procedures on garbage handling and environmental compliance.

10. Cooperation. As part of this Agreement, Defendant agrees that it will
continue to comply with the terms of the Surety Agreement entered into with the United
States Coast Guard and to fully provide salary, room and board, and travel expenses for
its seafarer crew members until Defendant is sentenced and all crew members are
cleared to return to their home countries.

11. Statements. This Agreement does not limit the right of Defendant or the
United States to advise the Court or speak at the time of sentencing or in connection
with the pre-sentence investigation (if an investigation is ordered), consistent with the
provisions set forth in this Plea Agreement and the Joint Factual Basis, and to provide
the Court or the United States Probation Office with evidence of all relevant conduct and
related information. The United States will advise the Court regarding the nature and

1 extent of the Defendant's cooperation in the prosecution and investigation of this matter.
2 But for Defendant's prompt acceptance of responsibility, and the remedial and
3 compliance measures to be included in the focused ECP, the United States would have
4 sought a substantially larger criminal fine, additional criminal counts of conviction and a
5 longer term of probation. Defendant agrees that it will not make any contrary public
6 statements regarding this agreement or the attachments hereto.

7 12. Non-Prosecution of Additional Offenses. As part of this Plea Agreement,
8 the United States Attorney's Office for the Western District of Washington agrees not to
9 prosecute Defendant for any additional offenses known to it as of the time of this
10 Agreement that are based upon evidence in its possession at this time, or that arise out of
11 the conduct giving rise to this investigation. In this regard, Defendant recognizes the
12 United States has agreed not to prosecute all of the criminal charges the evidence
13 establishes were committed by Defendant solely because of the promises made by
14 Defendant in this Agreement. Defendant agrees, however, that for purposes of preparing
15 the Presentence Report (if such Report is ordered), the United States Attorney's Office
16 will provide the United States Probation Office with evidence of all conduct committed by
17 Defendant.

18 Defendant agrees that the charge brought in this case was substantially justified in
19 light of the evidence available to the United States, was not vexatious, frivolous or taken
20 in bad faith, and does not provide Defendant with a basis for any future claims under the
21 "Hyde Amendment," Pub.L. No. 105-119(1997).

22 Nothing contained in this Agreement is meant to limit the rights and authority of
23 the United States to take further civil or administrative action against Defendant,
24 including but not limited to, any listing and debarment proceedings to restrict rights and
25 opportunities of Defendant to contract with or receive assistance, loans, and benefits
26 from United States agencies. This Agreement applies to crimes committed by the
27 Defendant and has no effect on any proceeding against any entity or individual not
28 expressly mentioned herein, including the actual or potential liability of any individuals.

1 13. Corporate Authorization. Defendant represents that it is authorized to
2 enter into this Agreement and to bind itself and its subsidiaries to the terms of this
3 Agreement. On or before the date of entry and filing of the Plea Agreement, Defendant
4 shall provide to the United States and the Court a written statement under corporate seal
5 properly authenticated under Korean law, certifying that the Defendant company is
6 authorized to enter into and comply with all the provisions of this Plea Agreement. The
7 resolutions further shall certify that the Defendant's President has been authorized to
8 take these actions, and that all corporate formalities for such authorizations have been
9 observed. A representative of STX Pos Ship Management Co. has been authorized by the
10 Defendant to enter a plea and attend the sentencing hearing on behalf of the Defendant.

11 14. Breach of the Agreement. If the government determines that Defendant has
12 failed to comply with any provision of this Agreement, or has committed any crime within
13 the jurisdiction of the United States during the pendency of this Agreement, the
14 government may, at its sole option, be released from its commitments under this
15 Agreement in their entirety by notifying Defendant, through counsel or otherwise, in
16 writing. The government may also pursue all remedies available under the law,
17 irrespective of whether it elects to be released from its commitments under this
18 Agreement. Defendant recognizes that no such breach by it of any obligation under this
19 Agreement shall give rise to grounds for withdrawal of its guilty plea. Defendant
20 understands that should any such breach of this agreement occur, the government will
21 have the right to use against Defendant before any grand jury, at any trial, hearing or for
22 sentencing purposes, any statements made by its employees and agents, and any
23 information, materials, documents or objects provided by Defendant to the government
24 pursuant to this agreement without any limitation. In this regard, Defendant hereby waives
25 any defense to any charges which it might otherwise have under any statute of limitations,
26 preindictment delay, or the Speedy Trial Act for ninety (90) days following any breach of
27 the agreement, except to the extent that such defenses existed as of the date of the signing
28 of this Agreement.

1 15. Waiver of Appeal Defendant, through its authorized representatives is
2 aware that 18 U.S.C. § 3742 gives the right to appeal the sentence to be imposed, and
3 that other federal statutes give Defendant the right to appeal other aspects of the
4 conviction. In consideration of this agreement, Defendant knowingly and voluntarily
5 agrees to waive the following rights:

6 a. The right, conferred by 18 U.S.C. § 3742, to appeal any sentence
7 imposed by the Court for the conviction of these offenses, except if the sentence
8 imposed varies from that agreed upon above under Rule 11(c)(1)(C);

9 b. The right to appeal any aspect of Defendant's conviction, including
10 any pre-charge or pre-trial dispositions of motions or other issues; and

11 c. The right to bring any collateral attack against Defendant's
12 conviction or sentence, except as it may relate to the effectiveness of its legal
13 representation or as permitted under subparagraph (a) above.

14 If Defendant breaches this Plea Agreement at any time by appealing or collaterally
15 attacking (except as to effectiveness of legal representation) the conviction or sentence in
16 any way, the United States may prosecute Defendant for any counts that were dismissed or
17 not charged pursuant to this Plea Agreement.

18 14. Voluntariness of Plea. Defendant, through its authorized representatives,
19 agrees that it has entered into this Plea Agreement freely and voluntarily and they have
20 been fully advised by counsel, and that no threats or promises, other than the promises
21 contained in this Plea Agreement, were made to induce Defendant to enter this plea of
22 guilty.

23 15. Statute of Limitations. In the event this Agreement is not accepted by the
24 Court for any reason, or Defendant breaches any of the terms of this Plea Agreement, the
25 statute of limitations shall be deemed to have been tolled from the date of the Plea
26 Agreement to: (1) 30 days following the date of non-acceptance of the Plea Agreement by
27 the Court; or (2) 30 days following the date on which a breach of the Plea Agreement by
28 Defendant is discovered by the United States Attorney's Office.

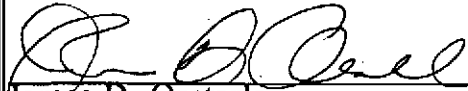
1 16. Completeness of Agreement. The United States and Defendant
2 acknowledge that these terms constitute the entire Agreement between the parties.

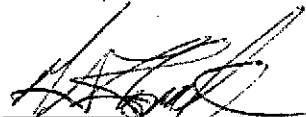
3 This Agreement binds only the United States Attorney's Office for the Western District of
4 Washington. It does not bind any other United States Attorney's Office or any other office
5 or agency of the United States, or any state or local prosecutor.

6 Dated this _____ day of October, 2008.

7
8 FOR THE UNITED STATES:

9 JEFFREY C. SULLIVAN
10 United States Attorney for the
11 Western District of Washington

12 
13 _____
14 James D. Oesterle
15 Assistant United States Attorney

16 
17 _____
18 LCDR Marc A. Ziomek, USCG
19 Special Assistant United States Attorney

20 FOR STX PAN OCEAN CO., LTD.:

21 
22 _____
23 Authorized Corporate Representative on Behalf of
24 STX Pan Ocean Company Ltd.

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27
28
Philip R. Lempriere
Keesal, Young & Logan
Counsel for STX Pan Ocean Co., Ltd.

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**STX PAN OCEAN CO., LTD.,
FOCUSED ENVIRONMENTAL COMPLIANCE PLAN**

The following standards and requirements for a FOCUSED ENVIRONMENTAL COMPLIANCE PLAN (FOCUSED ECP) have been prepared pursuant to the Plea Agreement between STX PAN OCEAN CO., LTD., (hereinafter "STX"), a corporation organized under the laws of The Republic of Korea and the United States (hereinafter "Government") filed in the United States District Court for the Western District of Washington in United States v. STX PAN OCEAN CO., LTD., CR08-5653BHS. STX's agreement to develop, finance and implement the FOCUSED ECP will be a condition of Probation.

A. BACKGROUND/APPLICABILITY

(1) STX and its affiliates currently own and operate approximately forty nine (49) vessels which make port calls in the United States of America. These STX vessels are registered in The Republic of Korea or Panama and belong to the Korean Register of Shipping classification society.

(2) The FOCUSED ECP applies to all of STX's maritime operations, during the period of probation, involving seagoing vessels subject to MARPOL Annex V that trade to the United States, including all subsidiaries, affiliated business entities, and agents (owned wholly or partially by STX), involved in the operation of seagoing vessels subject to MARPOL Annex V operated, managed and/or manned by STX, on the date of sentencing or at anytime during the period of probation (the "Vessels").¹ The FOCUSED ECP shall also include all persons working for STX, its subsidiaries, affiliated business entities, and agents, who are involved in the operation of the Vessels, as direct employees or independent contractors (excluding third party service engineers making periodic service calls on the Vessel), on the date of sentencing or at any time during the period of probation.

(3) The following parties shall be deemed "Interested Parties" for purposes of this FOCUSED ECP: STX, the United States Attorney's Office for the Western District of Washington, the United States Coast Guard, and the United States Probation Office for the Western District of Washington.

B. ENVIRONMENTAL ORGANIZATION

Vice President , Team Manager in the Safety & Quality Team, and Assistant Manager in the Safety & Quality Team in the structure of STX Pos Ship Management Co ., Ltd as the ship & crew management company for STX's vessels listed in Appendix 1 and the Department Manager in Operation & Maritime Coordination Department in the structure of STX are recognized as postions that bear principal responsibility for ensuring environmental compliance and ensuring that the ECP is properly developed and administered. The Interested Parties shall be advised thirty days in advance of any changes in the corporate structure in regard to those positions.

¹ The initial Vessels are listed in Appendix 1 hereto. The Focused ECP shall not apply to a particular vessel during any period in which STX or any of its subsidiaries, affiliated business entities or agents is not operating, manning or managing said vessel.

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C. INDEPENDENT EMS CONSULTANT AND INITIAL REVIEW

(1) STX will nominate an Independent Consultant to conduct an Initial Review and Evaluation and to prepare a Report of Findings no later than thirty (30) days following entry of judgment. STX will certify that the nominee meets the requirements set forth below. The Interested Parties will approve or reject the nominee within thirty (30) days of being notified of the nomination. Approval shall not be unreasonably withheld.

(2) The Independent Consultant position must have expertise and competence in the regulatory programs under U.S. and international marine environmental laws, and have expertise and competence in garbage management aboard ocean going vessels. The Independent Consultant shall also have sufficient expertise and competence to assess whether STX has an adequate management system in place to assess regulatory compliance, correct non-compliance, and prevent future non-compliance as it relates to garbage management on the Vessels.

(3) The Independent Consultant must not directly own any stock in STX, its subsidiaries, affiliated business entities (owned wholly or partially by STX) or any agents of STX, and must have no other direct financial stake in the outcome of duties conducted pursuant to the Plea Agreement in this case. The Independent Consultant must be capable of exercising independent judgment and discipline. STX and the Independent Consultant shall disclose to the Interested Parties any past or existing contractual relationships subsequent to 2000.

(4) The Independent Consultant shall conduct an Initial Review and Evaluation of STX's operations (vessel and shore side) that relate to garbage management onboard the Vessels. The scope of the Initial Review and Evaluation shall include, but not be limited to, use, constituents, capabilities and condition of all aspects of garbage management systems, compliance programs and training programs aboard the Vessels. The Initial Review and Evaluation shall include shipboard inspections onboard a minimum of two Vessels. At the conclusion of the Initial Review and Evaluation, but in no event later than sixty (60) days following their selection, the Independent Consultant shall prepare a Report of Findings. If the Independent Consultant requires additional time, it shall promptly notify the Interested Parties. The Report of Findings shall be provided to STX and the Interested Parties. Based upon the Report of Findings, STX shall develop a GARBAGE MANAGEMENT MANUAL, the contents of which are discussed below.

(5) STX shall pay all costs and expenses associated with employment of the Independent Consultant, together with the costs associated with implementing, enforcing and overseeing the FOCUSED ECP. Failure to pay the expenses of the Independent Consultant, or any other failure to pay for all costs of the FOCUSED ECP, shall be a violation of the terms of this FOCUSED ECP and may be grounds for revocation or modification of STX's probation. The Independent Consultant shall have full access to STX's employees and officers, shore side facilities and Vessels, regardless of location. Denial of access to STX's employees, officers

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and crewmembers, shore side facilities, Vessels, records or documents (other than documents subject to privilege), regardless of location, shall be considered a violation of the terms of this FOCUSED ECP and may be grounds for revocation or modification of STX's probation. If STX withholds any record or document on the basis of privilege, it shall so notify the Interested Parties and provide them with a privilege log with respect thereto. If any Interested Party believes the record or document is not subject to privilege but STX refuses to release it, a ruling from the U.S. District Court for the Western District of Washington may be sought by the Interested Party on whether or not the record or document is privileged. The decision of the Court, after appeal, if any, shall be binding on all parties.

D. GARBAGE MANAGEMENT MANUAL

1. Within sixty (60) days of receiving the Report of Findings from the Independent Consultant, STX shall prepare a GARBAGE MANAGEMENT MANUAL (hereinafter "Manual"), which shall describe and document the policies, procedures, standards, and systems that STX will implement to ensure compliance with applicable laws and regulations related to garbage management on the Vessels. The Manual may reference other documents that address garbage management or other environmental compliance issues.² Insofar as applicable to the Vessels, the Manual will address the elements described below:

a. Assessment, Prevention, and Control

(1) Identify an ongoing process for assessing operations, for the purposes of preventing and controlling or minimizing reasonably foreseeable garbage releases to the environment that would be in violation of applicable law or STX policies.

(2) Describe monitoring and measurements, as appropriate, to ensure sustained compliance. Identify operations where equipment malfunctions and deterioration, operator errors or deliberate malfeasance may lead to releases of garbage to the environment in violation of applicable law or STX policies.

(3) Document all Operating Standards (OSs) necessary to prevent releases of garbage to the environment in violation of applicable law or STX policies and define a uniform process for developing, approving and implementing the OSs.

(4) Describe a system for conducting and documenting routine, objective, self-inspections by Vessel Officers to check for Officer and crew member adherence to OSs.

b. Noncompliance Investigations

(1) Describe the standard procedures and requirements for internal and external reporting of violations relating to releases of garbage to the environment in violation of applicable law or STX policies.

² Where applicable, STX can reference and incorporate existing policies, practices, and procedures to the extent those policies, practices and procedures address the substantive provisions.

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(2) Establish procedures for investigation, and prompt and appropriate correction of releases of garbage to the environment in violation of applicable law or STX policies. The investigation process includes causation analysis, as appropriate, of identified problems to aid in developing the corrective actions.

(3) Describe a system for developing, tracking, and effectively verifying corrective and preventative actions taken by STX in response to releases of garbage to the environment in violation of applicable law or STX policies.

c. Training Requirements

The following training components shall be fully integrated with current STX training requirements. All audits mandated by this Focused ECP, shall assess the effectiveness of these training components.

(1) Effective at the time of sentencing in United States v. STX PAN OCEAN CO. LTD., CR08-5653BHS, all crew members, including officers, serving onboard the Vessels (hereafter "Officers") shall have received basic training on MARPOL Annex V and United States laws and regulations concerning garbage management procedures. The basic training shall include essential operational and record keeping requirements with respect to garbage management.

(2) The approved training program shall be fully implemented no later than one hundred twenty (120) days following submittal of comments from Interested Parties (the "Training Implementation Date"). All crew members serving onboard a Vessel shall participate in the training. Subsequent to the Training Implementation Date, no crew member shall be permitted to continue performing any duties onboard Vessels until they have participated in such training except that any crew member joining a Vessel after the Training Implementation Date shall have seven (7) days after joining to receive such training.

(4) The training program shall require that all crew members participate in annual refresher training no later than twelve (12) months following their completion of the initial training and refresher training once every twelve (12) month period thereafter as long as the crew member continues serving onboard a STX Vessel. If a crew member is not serving onboard a STX Vessel at the end of any such 12-month period, the refresher training shall be provided within seven (7) days after the crew member returns to the Vessel. Crew members that fail to demonstrate their continued competency for understanding basic operational issues involving garbage management issues, including necessary actions to prevent discharges to the environment, shall receive remedial training until they can demonstrate competency.

(5) All training efforts under the approved program shall be fully documented through written or computerized confirmation of training conducted onboard all Vessels. Such confirmation will be maintained in such manner as will enable the Interested Parties to review same and determine the training received by all crew members. Documentation associated with the training program will be made available for inspection by the Interested Parties on request.

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2. STX shall submit a proposed final Manual to the Independent Consultant and the Interested Parties immediately upon its completion. The Independent Consultant and the Interested Parties shall provide comments on the proposed Manual within thirty (30) days of receipt unless additional time for review is requested in writing. STX shall submit a revised final Manual or a written response, as appropriate, within thirty (30) days of receipt of the comments. The final Manual is subject to final approval by the Interested Parties, which approval shall be given or denied within thirty (30) days after receipt and which shall not be unreasonably withheld.

3. All elements of the final Manual shall be fully implemented no later than twelve (12) months following final approval by the Interested Parties. Upon receipt of final approval, STX shall immediately commence implementation of the final Manual.

4. STX shall submit status reports to the Interested Parties beginning no later than one hundred twenty (120) days following sentencing in United States v. STX PAN OCEAN CO. LTD., regarding the status of the development and implementation of the final Manual and the results of STX's review and evaluation of STX's operations conducted pursuant to the final Manual. These reports shall be made every six months thereafter until termination of the probationary period.

5. From time to time, STX may submit to the Interested Parties proposed modifications to the final Manual or to the comprehensive training program. The Interested Parties shall provide comments on the proposed modifications within thirty (30) days of receipt. All proposed modifications are subject to final approval by the Interested Parties, which approval shall not be unreasonably withheld.

E. IMPLEMENTATION AUDITS

1. Within six (6) months following the date on which the FOCUSED ECP, as incorporated through the final Manual, is fully implemented, but in no event later than eighteen (18) months from entry of the judgment in this case, the Independent Consultant shall complete an independent audit of the FOCUSED ECP. The purpose of the independent audit shall be to evaluate the FOCUSED ECP to insure it has been adequately implemented and that the Manual has effectively addressed the substantive provisions set forth in Section D above. The scope of the independent audit shall consist of a review of shipboard practices, procedures and policies on three (3) vessels. These three Vessels shall consist of at least two dry bulk Vessels and one tank Vessel.

2. The independent audit shall be conducted in accordance with standards and practices adopted by the American National Standards Institute-Registration Accreditation Board or comparable standards and practices employed by those performing environmental management systems audits. In the event the Independent Consultant lacks the requisite training and experience to conduct the independent audit, the Independent Consultant shall retain the services of a qualified auditor to conduct the independent audit.

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3. The Independent Consultant shall submit an Audit Report simultaneously to the Interested Parties and STX, along with the audit working papers and any correspondence related to the audit, including e-mails, within thirty (30) days of completing the audits.

4. The Audit Report shall present the Audit Findings and shall, at a minimum, contain the following information:

- a. Audit scope, including the names of Vessels audited and time period covered by the audit;
- b. The date(s) the on-site portion of the audit was conducted;
- c. Identification of the audit team members;
- d. Identification of the company representatives and regulatory personnel observing the audit;
- e. The distribution list for the FOCUSED ECP Audit Report;
- f. A summary of the audit process, including any obstacles encountered; Detailed Audit Findings, including the basis for each finding and the Area of Concern identified;
- g. Identification of any Audit Findings corrected or Areas of Concern addressed during the audit, and a description of the corrective measures and when they were implemented;
- h. Certification by the Independent Third-Party Auditor that the FOCUSED ECP Audit was conducted in accordance with this document and general audit principles.

5. Within thirty (30) days from completion of the Audit Report, STX shall develop and submit to the Interested Parties, for review and comment, an Action Plan for expeditiously addressing shortcomings raised in the Audit Report and for bringing STX into full conformance with the FOCUSED ECP. The Action Plan shall include the result of any causation analysis, specific deliverables, responsibility assignments, and an implementation schedule. STX may request that the Interested Parties permit a brief extension of the time limit stated above on a case by case basis. Such permission shall not be unreasonably withheld.

6. The Action Plan shall be reviewed by the designated representative of the Interested Parties who shall provide written comments within thirty (30) days of receipt. After making any necessary modifications to the Action Plan based on the comments, STX shall implement the Action Plan in accordance with the schedules set forth therein. Within thirty (30) days after all items in the Action Plan have been completed, STX shall submit a written Action Plan Completion Certification to the Interested Parties.

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F. REPORTING ENVIRONMENTAL INCIDENTS

1. To encourage the prompt, accurate and complete reporting of environmental incidents, including unauthorized discharges of garbage, STX will not include in its bonus payment plan for senior officers any provision that reduces the payment for occurrences of pollution/emission incidents within an evaluation period.

2. Further, STX will develop a means of direct reporting, by which any crew member observing a violation of applicable law or STX policy may report the same directly to STX shore based personnel.

G. NON-COMPLIANCE

Compliance with the terms of this FOCUSED ECP does not release STX from complying with all applicable international conventions and treaties, State or Federal statutes and/or regulations, the ISM Code, other international maritime safety conventions or treaties, or judicially imposed probationary terms and does not limit imposition of any sanctions, penalties, or any other actions, available under those international conventions and treaties, State or Federal statutes and regulations, the ISM Code, or other international maritime safety conventions or treaties. The FOCUSED ECP shall be agreed to as part of the Plea Agreement and adherence to it will be a condition of probation. Failure to comply with any part of the FOCUSED ECP, (including but not limited to refusal to pay valid charges for the Independent Consultant and failure to provide the Independent Consultant access to Vessels, facilities, personnel or documents) shall be considered grounds for the revocation or modification of STX's probation.

H. CHANGES IN OWNERSHIP

STX agrees that they will immediately (but in no event later than 21 days following a change) notify the Interested Parties and the Independent Consultant of any change in name, flag of registry, recognized organization, ownership or class society of any of STX's Vessels. STX agrees that this FOCUSED ECP shall remain in effect for all of their Vessels regardless of changes in the Vessels' flag of registry, recognized organizations, name, or class society, so long as the Vessels are managed, operated or manned by STX or any of its wholly-owned subsidiaries. STX shall notify the Interested Parties before any Vessel is released from the requirements of the FOCUSED ECP due to a change in operational, management or manning control.

I. REVISIONS/MODIFICATIONS

Any revisions or modifications to the FOCUSED ECP must be made in writing.

J. REPORTS

All reports, documents and correspondence required to be sent to the Interested Parties shall be sent to the following offices:

1. U.S. Attorney's Office Western Dist. of Washington

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700 Stewart St., Suite 5220
Seattle, WA 98101
Attn: James D. Oesterle

Western Dist. of Washington
1717 Pacific Avenue, Room 1310
Tacoma, WA 98402-3231


2. U.S. Coast Guard
Commandant (CG-545)
2100 Second St., S.W.
Washington, D.C. 20593

4. STX Pan Ocean Shipping Co. Ltd.
STX Namsan Tower ~~631~~
631 Namdaemunno 5-ga
Jung-gu, Seoul, South Korea
100-958

3. U.S. Probation Office

The undersigned authorized representative of STX certifies that the managing authority of STX PAN OCEAN CO., LTD. has read this FOCUSED ECP carefully, understands it thoroughly, and enters into this FOCUSED ECP knowingly and voluntarily, and therefore agrees to abide by its terms.


DATED: 10/3/08

Signature 

Print Name LEE, GWEON HEUI
Authorized Corporate Representative
STX PAN OCEAN CO., LTD.

As counsel for STX, I have discussed with my corporate client and its duly authorized representative the terms of this FOCUSED ECP and have fully explained its requirements. I have no reason to doubt that my client is knowingly and voluntarily entering into this FOCUSED ECP.

DATED: 10/3/08


PHILIP R. LEMPRIERE
Keesal, Young & Logan
Counsel for Defendant

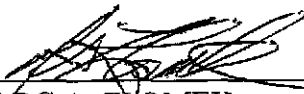
On behalf of the Interested Parties, the following agree to the terms of the FOCUSED ECP:

DATED: 10/3/08


JAMES D. OESTERLE
Assistant U.S. Attorney


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DATED: 10/3/08



MARC A. ZLOMEK
Special Assistant U.S. Attorney

DATED: 10/3/08



JEFFREY C. SULLIVAN
United States Attorney

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APPENDIX 1

INITIAL LIST OF VESSELS

- | | |
|-------------------------------------|---------------------------------------|
| 1) M/V PAN VOYAGER(8309737) | 26) M/V OCEAN ISLAND(8109242) |
| 2) M/V AUTO ATLAS(8608054) | 27) M/V OCEAN JADE(8308082) |
| 3) M/V AUTO BANNER(8608066) | 28) M/V OCEAN LORD(8308094) |
| 4) M/V BUM SHIN(9263095) | 29) M/V OCEAN NOBLE(8323434) |
| 5) M/V BUM YOUNG(9278703) | 30) M/V OCEAN OLYMPIC
(8323446) |
| 6) M/V DAEWOO SPIRIT
(8305896) | 31) M/V OCEAN PARK(9416700) |
| 7) M/V NEW ACCORD(9117832) | 32) M/V OCEAN ROYAL(8517994) |
| 8) M/V NEW BARONESS
(9117844) | 33) M/V OCEAN TRADER
(8518003) |
| 9) M/V NEW CONCORD
(9117856) | 34) M/V PAN AMBITION(8912522) |
| 10) M/V NEW DIAMOND(9117868) | 35) M/V PAN NOBLE (7718864) |
| 11) M/V NEW EMERALD(9110987) | 36) M/V SAMMI AURORA
(7700312) |
| 12) M/V NEW FANTASY(9110999) | 37) M/V SAMMI CRYSTAL
(7900986) |
| 13) M/V NEW GIANT(9111008) | 38) M/V SAMMI HERALD
(7507150) |
| 14) M/V NEW HERALD (9131826) | 39) M/V SAMMI SUPERSTARS
(8112055) |
| 15) M/V NEW IRENE (9131838) | 40) M/V STX PIONEER(9296274) |
| 16) M/V NEW LAUREL(9171541) | 41) M/V STX QUEENSLAND
(9296303) |
| 17) M/V NEW MARINER(9197882) | 42) M/V STX ACE1(9346087) |
| 18) M/V NEW NAVIGATION
(9250139) | 43) M/V STX ACE2(9346079) |
| 19) M/V NEW ORION(9250414) | 44) M/V STX ACE5(9375317) |
| 20) M/V OCENA BEAUTY
(7509263) | 45) M/V STX ACE6(9375329) |
| 21) M/V OCEAN CROWN
(7509251) | 46) M/V STX ACE7(9425265) |
| 22) M/V OCEAN DUKE(7509249) | 47) M/V STX ACE10(9443877) |
| 23) M/V OCEAN EVER (8002767)) | 48) M/V STX ACE11(9443853) |
| 24) M/V OCEAN FRIEND(8002779) | 49) M/V STX ACE12(9384007) |
| 25) M/V OCEAN HOST(8024399) | |