

**FILED**  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF TEXAS

JUN 20 2017

IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF TEXAS  
BEAUMONT DIVISION

BY \_\_\_\_\_  
DEPUTY

UNITED STATES OF AMERICA

§  
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§  
§  
§  
§

No. 1:17-CR-75

v.

(Judge \_\_\_\_\_)

THOME SHIP MANAGEMENT PTE,  
LTD and EGYPTIAN TANKER  
COMPANY

**PLEA AGREEMENT**

The Defendants **THOME SHIP MANAGEMENT PTE, LTD** and **EGYPTIAN TANKER COMPANY**, the Defendants' attorneys, Dimitri P. Georgantas and Eugene W. Barr, and the United States of America, by and through the Acting United States Attorney for the Eastern District of Texas and the Environmental Crimes Section of the United States Department of Justice (collectively referred to herein as the "Government") agree to the following, pursuant to Fed. R. Crim. P. 11(c)(1)(C):

1. **RIGHTS OF THE DEFENDANTS:** The Defendants understand that accused persons have the following rights, among others:

- a. to plead not guilty;
- b. to have a trial by jury;
- c. to have guilt proved beyond a reasonable doubt;
- d. to confront and cross-examine witnesses and to call witnesses in defense; and
- e. to not be compelled to testify against oneself.

2. **WAIVER OF RIGHTS AND PLEA OF GUILTY:** The Defendants waive these rights and agree to enter a plea of guilty to the charges brought by the government in the Information filed in the Eastern District of Texas as set forth below. The Defendants understand the nature and elements of the crimes to which guilt is admitted and agree that the factual statement the Defendants have signed is true and will be submitted as evidence. The guilty plea

is to be entered by Defendants through counsel authorized by resolution of the Defendants' Board of Directors to enter pleas of guilty on Defendants' behalf and to appear and represent the Defendants at sentencing.

- a. Count One - the Defendants THOME SHIP MANAGEMENT PTE, LTD and EGYPTIAN TANKER COMPANY agree to plead guilty to Count One of the Information charging them with knowingly maintaining a false Oil Record Book, in violation of 33 U.S.C. § 1908(a).
- b. Count Two - the Defendants THOME SHIP MANAGEMENT PTE, LTD and EGYPTIAN TANKER COMPANY agree to plead guilty to Count Two of the Information charging them with a knowingly maintaining a false Garbage Log Book in violation of 33 U.S.C. § 1908(a).
- c. Count Three - the Defendants THOME SHIP MANAGEMENT PTE, LTD and EGYPTIAN TANKER COMPANY agree to plead guilty to Count Three of the Information charging them with obstruction of an agency proceeding in violation of 18 U.S.C. § 1505.

3. **SENTENCE:** The penalties the Court can impose for the counts described in Paragraphs 2a, 2b, and 2c above include:

- a. the greater of a fine not to exceed \$500,000 for each count or twice the pecuniary gain to the Defendants or loss to the victim(s);
- b. a term of probation not to exceed 5 years;
- c. a mandatory special assessment of \$400 for each felony count which must be paid by cashier's check or money order to the United States District Clerk **on the day of sentencing**;
- d. forfeiture of any property involved or traceable to the criminal offense;
- e. restitution to any victims or to the community; and
- f. any costs of supervision.

4. **AGREEMENT PURSUANT TO FED. R. CRIM. P. 11(c)(1)(C):** The parties agree, pursuant to Fed. R. Crim. P. 11(c)(1)(C), and in the interests of justice, that the

appropriate sentence is as follows: (a) a criminal fine in the amount of \$1,500,000, (b) a total mandatory special assessment of \$2,400, (c) a community service payment of \$400,000, (d) a term of probation as set out below, and (e) an agreement not to object to any motion filed by the government for the issuance of any monetary award by the Court pursuant to the Act to Prevent Pollution from Ships (“APPS”). The Defendants will be jointly and severally liable for the payment of the criminal fine, the mandatory special assessment, and the community service payment. The parties understand that the Court may decline to accept this agreement. If the Court does not accept the agreement, the Defendants will be given the opportunity to withdraw from the plea agreement. The parties agree that the sentence should be imposed as follows:

- a. Criminal Fine. Defendants shall pay a total aggregate criminal fine in the amount of \$1,500,000. The criminal fine shall be paid on the day of sentencing and made in the form of a check payable to “United States District Court Clerk, Eastern District of Texas.”
- b. Mandatory Special Assessment. Defendants shall pay a total special assessment of \$2,400 pursuant to 18 U.S.C. § 3013(a)(2)(B). The special assessment shall be paid on the day of sentencing and made in the form of a check payable to “United States District Court Clerk, Eastern District of Texas.”
- c. Community Service Payment. Defendants shall make an organizational community service payment in the total amount of \$400,000 pursuant to § 8B1.3 of the Federal Sentencing Guidelines and in furtherance of satisfying the sentencing principles under 18 U.S.C. § 3553(a). The community service payment shall be paid on the day of sentencing and be made in the form of a cashier’s or certified check payable to the National Fish and Wildlife Foundation and mailed to the attention of its Chief Financial Officer at 1133 15th Street, NW, Suite 1000, Washington, DC 20005. Unless otherwise ordered by the Court, the Defendants shall file a Notice of Proof of Payment with the Court within five days of sentencing. Because the community service payment is designated as community service by an organization, the Defendants agree that they will not seek any reduction in their tax obligations as a result of the community service payment. In addition, since the payment constitutes community service,



the Defendants will not characterize, publicize or refer to the community service payment as a voluntary donation or contribution.

(1) The National Fish and Wildlife Foundation (“NFWF”) is a congressionally-chartered, nonprofit organization established pursuant to 16 U.S.C. §§ 3701-3710. The purposes of the NFWF include: (1) the acceptance and administration of private gifts of property for the benefit of, or in connection with, the services and activities of the U.S. Fish and Wildlife Service to further the conservation and management of fish, wildlife, plants, and other natural resources; and (2) the authority to undertake and conduct such other activities as will further the conservation and management of the fish, wildlife, and plant resources of the United States for present and future generations of Americans. 16 U.S.C. § 3701(b). The NFWF is empowered to do any and all acts necessary and proper to carry out these purposes including the acceptance and administration of any gift, devise, or bequest of real or personal property. 16 U.S.C. § 3703(c).

(2) The payment to NFWF shall be used to fund projects and initiatives benefitting the maritime environment and marine and coastal natural resources on or near the United States Department of Interior, U.S. Fish and Wildlife Service, Anahuac National Wildlife Refuge, McFaddin National Wildlife Refuge, and Texas Point National Wildlife Refuge; and accounted for to Congress in annual reports as required by 16 U.S.C. § 3706(b). The projects and initiatives considered by NFWF for funding should be focused on environmental restoration; establishment, enhancement and/or preservation of fish, wildlife, and ecosystems; and amelioration and remediation of pollution and other threats to the marine and coastal environment and ecosystems.

d. Probation. Defendants will be placed on organizational probation for a period of four years, subject to subparagraph d(4) below, from the date of sentencing pursuant to 18 U.S.C. § 3561(c)(1) and USSG §§ 8D1.1 and 8D1.2. The terms of probation shall include:

(1) No Further Violations. Defendants agree that they shall commit no further violations of federal, state or local law, including those laws and regulations for which primary enforcement has been delegated to state authorities, and shall conduct all its operations in accordance with the International Convention for the Prevention of Pollution from Ships, as modified by the Protocol of

1978 (together "MARPOL") and the environmental laws of the United States.

- (2) Payments. Payment in full of the monetary amounts set forth herein including all special assessments, fines and restitution, and community service.
  - (3) Environmental Compliance Plan. Defendants agree to fund and implement the Environmental Compliance Plan ("ECP"), attached hereto as Attachment B, during its term of probation, consistent with sentencing policies set forth in USSG § 8D1.4.
  - (4) Modification/Termination. The parties agree that the Defendants may petition the Court for a modification or termination of probation, after three years of probation, provided that all of the following conditions are met: the Defendants have committed no further violations of law under subsection (1); the Defendants have made all required payments under subsection (2); and the Court Appointed Monitor ("CAM"), selected pursuant to the provisions of the Environmental Compliance Plan ("ECP"), advises the Government that the Defendants have fully complied with all the requirements of the Environmental Compliance Plan under subsection (3). The Government agrees it will consider the determinations by the Court Appointed Monitor, the Probation Office, and Defendant's compliance with the terms of probation in its position on modification or termination of probation.
- e. APPS Monetary Award. Section 1908(a) of APPS provides that, in the discretion of the Court, an amount equal to not more than one-half of such fine may be paid to a person giving information leading to conviction. The Defendants agree that they will not oppose any motion that the government may file in this case recommending that the Court exercise its discretion and issue a monetary award to any crew member on board the *M/T ETC MENA* who provided information that led to a conviction in the case at hand.

**5. GOVERNMENT'S AGREEMENT:** The Acting United States Attorney for the Eastern District of Texas and the Environmental Crimes Section of the United States Department of Justice agree not to prosecute the Defendants (including the Defendants' successors, asset transferees or entities) for any additional, non-tax related criminal charges based upon the conduct underlying and related to the Defendants' pleas of guilty as set out in the Factual Basis.



**6. VIOLATION OF AGREEMENT:** The Defendants understand that upon violation of any provision of this agreement or any court order or ruling in this proceeding, or if the guilty plea pursuant to this agreement is vacated or withdrawn, the Government will be free from its obligations under this agreement and may prosecute the Defendants for all offenses of which it has knowledge. In such event, the Defendants waive any objections based upon delay in prosecution.

**7. VOLUNTARY PLEA:** This plea of guilty is freely and voluntarily made and is not the result of force, threats, or promises other than those set forth in this agreement.

**8. WAIVER OF RIGHT TO APPEAL OR OTHERWISE CHALLENGE SENTENCE:** Except as otherwise provided herein, the Defendants expressly waive the right to appeal the conviction, sentence, fine and/or order of restitution or forfeiture in this case on all grounds. The Defendants further agree not to contest the conviction, sentence, fine, and/or order of restitution or forfeiture in any post-conviction proceeding, including, but not limited to a proceeding under 28 U.S.C. § 2255. The Defendants, however, reserve the right to appeal the following: (a) the failure of the Court, after accepting this agreement, to impose a sentence in accordance with the terms of this agreement; and (b) the Defendants also reserve the right to appeal or seek collateral review of a claim of ineffective assistance of counsel.

**9. REPRESENTATION OF COUNSEL:** The Defendants have thoroughly reviewed all legal and factual aspects of this case with defense counsel and are fully satisfied with defense counsel's legal representation. The Defendants have received satisfactory explanations from defense counsel concerning each paragraph of this plea agreement, each of the Defendants' rights affected thereby, and the alternatives to entering a guilty plea. After conferring with counsel, the Defendants concede guilt and have concluded that it is in the Defendants' best interest to enter this agreement rather than proceeding to trial.

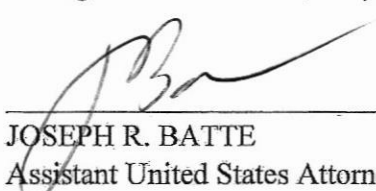
**10. LIMITATIONS ON THIS AGREEMENT:** This agreement is only binding on the United States Attorney for the Eastern District of Texas and the Environmental Crimes Section of the United States Department of Justice and does not bind any other federal, state, or local prosecuting authority. Nothing in this agreement shall be construed to release the Defendants from possible related or consequential civil liability to any individual, legal entity, or the United States.

**11. ENTIRETY OF AGREEMENT:** This plea agreement consists of this document along with the Factual Basis, the ECP, and the sealed addendum required by local rule CR-49. Accordingly, references in this document to "agreement" or "Plea Agreement" refer to this document, the Factual Basis, the ECP, and the sealed addendum. The Defendants, the Defendants' attorney, and the government acknowledge that this agreement is a complete statement of the parties' agreement in this case. It supersedes all other plea agreements and may not be modified unless the modification is in writing and signed by all parties. No other promises have been made or implied.

Respectfully submitted,

UNITED STATES ATTORNEY'S OFFICE  
FOR THE EASTERN DISTRICT OF TEXAS

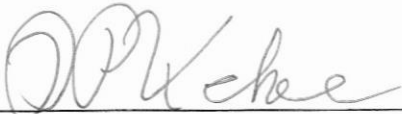
BRIT FEATHERSTON  
Acting United States Attorney

  
\_\_\_\_\_  
JOSEPH R. BATTE  
Assistant United States Attorney

06/20/2017  
\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF JUSTICE  
ENVIRONMENT AND NATURAL RESOURCES DIVISIONS

JEFFREY H. WOOD  
Acting Assistant Attorney General

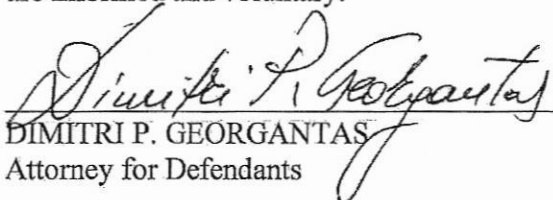


DAVID P. KEHOE  
Senior Trial Attorney  
Environmental Crimes Section

6/20/17

Date

We are counsel for the Defendants THOME SHIP MANAGEMENT PTE, LTD and EGYPTIAN TANKER COMPANY. We have carefully reviewed every part of this plea agreement with the Defendants and are authorized by a resolution of their board of directors to enter this plea agreement. To our knowledge and belief, our clients' decisions to enter into this plea agreement are informed and voluntary.



DIMITRI P. GEORGANTAS  
Attorney for Defendants

June 5, 2017

Date



EUGENE W. BARR  
Attorney for Defendants

6/5/17

Date