

1 RANDY S. GROSSMAN
United States Attorney
2 MELANIE K. PIERSON
Assistant United States Attorney
3 California Bar No. 112520
Federal Office Building
4 880 Front Street, Room 6293
San Diego, California 92101-8893
5 Telephone: (619) 546-7976
Email: Melanie.Pierson@usdoj.gov
6

7 TODD KIM
Assistant Attorney General
8 STEPHEN DA PONTE
Trial Attorney
9 Florida Bar No. 58454
150 M Street, N.E.
10 Washington, D.C. 20002
Telephone: (202) 305-2729
11 Email: Stephen.DaPonte@usdoj.gov

12 Attorneys for United States of America

13 UNITED STATES DISTRICT COURT
14 SOUTHERN DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA,

16 Plaintiff,

17 v.

18 INTERUNITY MANAGEMENT
19 (DEUTSCHLAND) GMBH,

20 Defendant.

Case No. 23-cr-1044-TWR

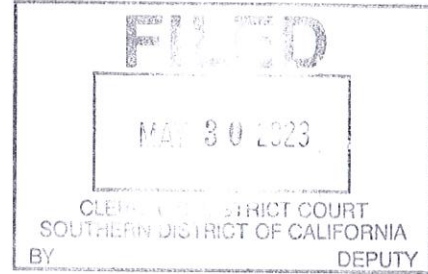
PLEA AGREEMENT

21 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF
22 AMERICA, through its counsel, Randy S. Grossman, United States Attorney,
23 Melanie K. Pierson, Assistant United States Attorney, Todd Kim,
24 Assistant Attorney General, and Stephen Da Ponte, Senior Trial Attorney,
25 and Defendant INTERUNITY MANAGEMENT (DEUTSCHLAND) GMBH, with the advice
26 and consent of George M. Chalos, Esq., counsel for Defendant, as
27 follows:

28 //

Plea Agreement

Def. Initials



I

THE PLEA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Defendant agrees to waive Indictment and plead guilty to Count 1 of an Information charging Defendant with:

On or about May 31, 2022, within the navigable waters, internal waters, and ports of the United States in the Southern District of California, INTERUNITY MANAGEMENT (DEUTSCHLAND) GMBH, the defendant, acting through its agents and employees, did knowingly fail to maintain an accurate Oil Record Book for the Motor Vessel (MV) Donald. All in violation of Title 33, United States Code, Section 1908 (a); and Title 33, Code of Federal Regulations, Section 151.25.

2. Defendant shall be represented by an authorized representative and by counsel (counsel may be the authorized representative) and shall appear in open court and plead guilty to the one-count Information pending in this case. By entering into this Agreement, Defendant waives any right to have the facts that the law makes essential to the punishment either charged in the Information, proved to a jury, or proven beyond a reasonable doubt.

3. In furtherance of this (or related) prosecution(s) Defendant shall:

(a) truthfully and completely disclose all information with respect to the activities of the company, its present and former officers and employees, and others concerning all matters about which the Government inquires of it;

(b) cooperate fully with the Government and any other law enforcement agency designated by the Government;

(c) at the request of the Government, use its best efforts promptly to secure the attendance and truthful statements or testimony

Plea Agreement

Def. Initials AS

1 of any officers, agents, or employees at any meeting or interview,
2 before the grand jury, or at any trial or any court proceedings;

3 (d) use its best efforts promptly to provide the Government,
4 upon request, any document, record, or other tangible evidence relating
5 to matters or conduct about which the Government or any designated law
6 enforcement agency inquires;

7 (e) bring to the Government's attention all criminal conduct
8 by or criminal investigations of the company or any of its employees
9 (to include senior management) that come to the attention of the
10 company's senior management, as well as any administrative proceeding
11 or civil action, brought by any United States governmental authority
12 that alleges violations by Defendant;

13 (f) file no motions, make no statements, or take any position
14 whatsoever in relation to any motion that the Government may file
15 regarding a request or recommendation to the Court for an award to be
16 paid to any persons pursuant to 33 U.S.C. § 1908(a); and

17 (g) not retaliate against any crew member who cooperated
18 with the investigation and prosecution of this case, to include any
19 refusal of future employment of a crew member because of the crew
20 member's cooperation.

21 4. Defendant agrees that this agreement will be executed by an
22 authorized representative.

23 5. The parties have previously executed an Agreement on Security
24 which provides for, among other things, the maintenance of certain crew
25 members. This Agreement on Security remains in effect until final
26 disposition of this matter and related matters.

27

28

Pls Agreement

3

Def. Initials



1 6. The Government agrees to (1) defer any other charges based on
2 the same conduct, and (2) not prosecute Defendant thereafter on such
3 deferred charges unless Defendant breaches the plea agreement or the
4 guilty plea entered pursuant to this plea agreement is set aside for
5 any reason. If Defendant breaches this agreement or the guilty plea is
6 set aside, section XII below shall apply.

7 II

8 NATURE OF THE OFFENSE

9 A. ELEMENTS EXPLAINED

10 The offense to which Defendant is pleading guilty has the following
11 elements:

12 1. The MV Donald was a vessel of 400 or more gross tons that was
13 registered in a country other than the United States;

14 2. INTERUNITY MANAGEMENT (DEUTSCHLAND) GMBH, the defendant
15 corporation, acting through its agents and/or employees, who were acting
16 within the scope of their agency and/or employment and at least in part
17 for the benefit of the corporation, was a person in charge of machinery
18 space operations for which entries are required to be accurately
19 recorded in the Oil Record Book;

20 3. On or about the date charged, when the MV Donald entered the
21 navigable waters, internal waters, and ports of the United States, and
22 while the vessel remained therein, agents and/or employees of the
23 defendant corporation, acting within the scope of their agency or
24 employment and at least in part for the benefit of the corporation,
25 failed to maintain an accurate Oil Record Book in which the transfers
26 of oily bilge water and the discharges or disposal otherwise of oily
27 bilge water were recorded as required by U.S. law;

28

Plea Agreement

4

Def. Initials

KS

1 4. The defendant corporation, acting through its agents and/or
2 employees, who were acting within the scope of their agency or
3 employment and at least in part for the benefit of the defendant
4 corporation, acted knowingly.

5 B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

6 Defendant has fully discussed the facts of this case with defense
7 counsel. Defendant has committed each element of the crime and admits
8 that there is a factual basis for this guilty plea. The Defendant admits
9 the following facts and agrees that they are not a complete recitation,
10 but merely an outline of what happened in relation to the charge to
11 which the Defendant is pleading guilty. The following facts are true
12 and undisputed:

13 1. The Defendant. Defendant INTERUNITY MANAGEMENT
14 (DEUTSCHLAND) GMBH was a company incorporated in The Federal
15 Republic of Germany with a place of business located at Konsul-
16 Smidt Str. 76A D-28217, Bremen, Germany. At all relevant times,
17 INTERUNITY MANAGEMENT (DEUTSCHLAND) GMBH served as the operator of
18 the vessel Donald.

19 2. The Vessel. The Donald (International Maritime
20 Organization Number 9273791) was a 10,899 gross ton vessel,
21 registered and operated under the flag state administration of
22 Liberia. The Donald was engaged in international commercial
23 maritime operations transporting cargo to and from San Diego,
24 California, and elsewhere. The Donald had a "Chief Engineer"
25 assigned as the person in charge of the vessel's engine room, as
26 well as, among others, a "Second Engineer," a "Third Engineer," a
27 "Fitter," and an "Oiler" who assisted the Chief Engineer. The crew
28

Plaintiff Agreement

5

Def. Initials WTS

1 members working in the engine room were responsible for, among
2 other things, shipboard control of machinery space waste, to
3 include oily bilge water. These crew members working in the engine
4 room were all agents or employees of INTERUNITY MANAGEMENT
5 (DEUTSCHLAND) GMBH, the corporate operator of the Donald, and they
6 acted within the scope of their agency or employment with
7 INTERUNITY MANAGEMENT (DEUTSCHLAND) GMBH when serving onboard the
8 Donald.

9 3. The Investigation. On or about May 27, 2022, a crewmember
10 sent the U.S. Coast Guard an email reporting that a senior engineer
11 onboard the Donald had ordered crewmembers to pump oily bilge water
12 directly from the bilge to the Sewage Tank, after which it was
13 discharged into the sea. A few days later, on or about May 31,
14 2022, the Donald arrived in San Diego, California, where a routine
15 Port State Control examination by the U.S. Coast Guard had been
16 previously scheduled. During its examination of the Donald, the
17 U.S. Coast Guard corroborated the report it had received.

18 4. The Oil Record Book for the MV Donald states that from
19 October 2019 through February 2022, approximately 19.2 cubic
20 meters (5,072 gallons) of oily bilge water was transferred from
21 the engine room bilge to the Donald's Bilge Holding Tank and was
22 then discharged to shore side reception facilities. This is an
23 average of approximately 0.66 cubic meters (174 gallons) per month,
24 or approximately 5.8 gallons per day. From March 2, 2022, to May
25 24, 2022 (a span of 84 days), the Oil Record Book has no entries
26 of oily bilge water being transferred from the engine room bilge
27 to the Donald's Bilge Holding Tank. As the Donald was heading to
28

1 San Diego, California, and as the crew was preparing for the
2 scheduled U.S. Coast Guard examination, the Oil Record Book notes
3 the transfer of 0.2 cubic meters of oily bilge water on May 25,
4 2022, and an additional 0.3 cubic meters of oily bilge water on
5 May 28, 2022, from the engine room bilge to the Bilge Holding Tank.

6 5. The engine room bilge alarm records for the Donald state
7 that, between March 2, 2022, and May 24, 2022, high-level engine
8 room bilge alarms sounded on multiple dates, during which zero
9 oily bilge water was recorded in the vessel's Oil Record Book as
10 having been transferred from the engine room bilge to the Bilge
11 Holding Tank.

12 6. Between May 29 and May 30, 2022, a series of email
13 exchanges took place between senior crew members onboard the Donald
14 and shore-side managers of INTERUNITY MANAGEMENT (DEUTSCHLAND)
15 GMBH in preparation for the vessel's arrival in San Diego,
16 California, and U.S. Coast Guard inspection. These emails
17 discussed, among other things: that there should not be any pipe
18 on board the vessel that may be assumed to have been used for
19 illegal discharges; efforts to get the crewmember who reported the
20 illegal discharges to revise his report; that the handwritten paper
21 sounding sheets made by the Oiler to record the volume of liquid
22 in the various tanks of the vessel should be thrown away after the
23 Oil Record Book entries are corrected; and that the Sewage Tank
24 should be emptied and cleaned, and the activity logged in the
25 Engine Room Logbook as "routine cleaning." Senior crewmembers then
26 carried out the above listed tasks in accordance with their email
27 correspondence with the shore-side managers of INTERUNITY
28

1 MANAGEMENT (DEUTSCHLAND) GMBH. A shoreside-side manager also sent
2 an email to senior crewmembers advising them that the U.S.
3 authorities needed a true statement.

4 7. On or about May 31, 2022, when the Donald called at the
5 port of San Diego, California, the vessel's crew knowingly failed
6 to maintain an accurate Oil Record Book in violation of 33 U.S.C.
7 § 1908(a), as the previously described internal transfers of oily
8 bilge water and the overboard discharge of oily bilge water from
9 the Sewage Tank were not recorded in the vessel's Oil Record Book,
10 and the weekly entries in the Oil Record Book claiming that 0.3
11 cubic meters of oily bilge water were being retained in the Bilge
12 Holding Tank were inaccurate.

13 **III**

14 **PENALTIES**

15 The crime to which Defendant is pleading guilty carries the
16 following penalties:

- 17 A. a maximum period of five years of probation for an
18 organization;
- 19 B. a fine which is the greater of \$500,000 or twice the amount
20 of gross gain or loss;
- 21 C. a mandatory special assessment of \$400 per count; and
- 22 D. an obligation to pay any applicable interest or penalties on
23 fines and restitution not paid at the time of sentencing.

24 **IV**

25 **DEFENDANT'S WAIVER OF TRIAL RIGHTS AND
UNDERSTANDING OF CONSEQUENCES**

26 This guilty plea waives Defendant's right at trial to:
27
28

Plea Agreement

8

Def. Initials ~~SB~~

- 1 A. Continue to plead not guilty and require the Government to
- 2 prove the elements of the crime beyond a reasonable doubt;
- 3 B. A speedy and public trial by jury;
- 4 C. The assistance of counsel at all stages;
- 5 D. Confront and cross-examine adverse witnesses; and
- 6 E. Testify and present evidence and to have witnesses testify on
- 7 behalf of Defendant.

V

DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION

8
9
10 Any information establishing the factual innocence of Defendant
11 known to the undersigned prosecutors in this case has or will be turned
12 over to Defendant.

13 If this case proceeded to trial, the Government would be required
14 to provide impeachment information for its witnesses. In addition, if
15 Defendant raised an affirmative defense, the Government would be
16 required to provide information in its possession that supports such a
17 defense. By pleading guilty Defendant will not be provided this
18 information, if any, and Defendant waives any right to this information.
19 Defendant will not attempt to withdraw the guilty plea or to file a
20 collateral attack based on the existence of this information.

VI

DEFENDANT'S REPRESENTATION THAT GUILTY PLEA IS KNOWING AND VOLUNTARY

21
22
23 Defendant represents that:

- 24 A. Defendant has had a full opportunity to discuss all the facts
- 25 and circumstances of this case with defense counsel and has
- 26 a clear understanding of the charges and the consequences of
- 27 this plea. By pleading guilty, Defendant may be giving up,
- 28 and rendered ineligible to receive, valuable Government
- benefits. The conviction in this case may subject Defendant
- to various collateral consequences, including but not limited
- to revocation of probation in another case; debarment from

Plea Agreement.

Def. Initials AS

1 Government contracting; and suspension or revocation of a
2 professional license, none of which can serve as grounds to
3 withdraw Defendant's guilty plea.

4 B. No one has made any promises or offered any rewards in return
5 for this guilty plea, other than those contained in this
6 agreement or otherwise disclosed to the Court.

7 C. No one has threatened Defendant or Defendant's agents or
8 employees to induce this guilty plea.

9 D. Defendant is pleading guilty because Defendant is guilty and
10 for no other reason.

11 VII

12 AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE
13 SOUTHERN DISTRICT OF CALIFORNIA & ENVIRONMENT AND NATURAL RESOURCES
14 DIVISION

15 This plea agreement is limited to the United States Attorney's
16 Office for the Southern District of California and the Environment and
17 Natural Resources Division of the United States Department of Justice
18 and cannot bind any other authorities in any type of matter, although
19 the Government will bring this plea agreement to the attention of other
20 authorities if requested by Defendant.

21 VIII

22 APPLICABILITY OF SENTENCING GUIDELINES

23 This case is governed by the Sentencing Reform Act, as modified by
24 United States v. Booker, 543 U.S. 220 (2005), and the Federal Sentencing
25 Guidelines, except that the fine calculations for environmental
26 offenses are not governed by USSG § 8C2.1.

27 IX

28 SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

This plea agreement is made pursuant to Federal Rule of Criminal
Procedure 11(c)(1)(B). The sentence is within the sole discretion of
the sentencing judge who may impose the maximum sentence provided by

Plea Agreement

10

Def. Initials

~~AS~~

1 statute. It is uncertain at this time what Defendant's sentence will
2 be. The Government has not made and will not make any representation
3 about what sentence Defendant will receive. Any estimate of the probable
4 sentence by defense counsel is not a promise and is not binding on the
5 Court. Any recommendation by the Government at sentencing also is not
6 binding on the Court. If the sentencing judge does not follow any of
7 the parties' sentencing recommendations, Defendant will not withdraw
8 the guilty plea.

9 X

10 PARTIES' SENTENCING RECOMMENDATIONS

11 A. SENTENCING GUIDELINE CALCULATIONS

12
13 As stated above, this case is governed by the Sentencing Reform
14 Act, as modified by United States v. Booker, 543 U.S. 220 (2005), and
15 the Federal Sentencing Guidelines, except that the fine calculations
16 for environmental offenses are not governed by USSG § 8C2.1.

17 B. NO FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS INCLUDING
18 THOSE UNDER 18 U.S.C. § 3553

19 Defendant may not request or recommend additional downward
20 adjustments, departures, or variances from the Sentencing Guidelines
21 under 18 U.S.C. § 3553 unless requested by the Court.

22 C. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

23 The facts in section II.B of this agreement are true and may be
24 considered as "relevant conduct" under USSG § 1B1.3 and as the nature
25 and circumstances of the offense under 18 U.S.C. § 3553(a)(1).

26 D. SPECIAL ASSESSMENT/MONETARY PENALTY/RESTITUTION/FORFEITURE

27 1. Special Assessment

28

29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

11

Def. Initials

1 The parties will jointly recommend that Defendant pay a special
2 assessment in the amount of \$400.00 per felony count of conviction to
3 be paid forthwith at time of sentencing. Special assessments shall be
4 paid through the office of the Clerk of the District Court by bank or
5 cashier's check or money order made payable to "Clerk, United States
6 District Court."

7 2. Monetary Penalty

8 a. The parties will jointly recommend that Defendant pay a monetary
9 penalty of \$1,250,000, consisting of a criminal fine of \$937,500, and
10 a community service payment of \$312,500. This community service payment
11 shall be designated as organizational community service pursuant to 18
12 U.S.C. § 3563(b)(12) and § 8B1.3 of the United States Sentencing
13 Guidelines and in furtherance of satisfying the sentencing principles
14 provided for under 18 U.S.C. § 3553(a). Within 30 days of sentencing,
15 Defendant shall make the community service payment of \$312,500 to the
16 National Fish and Wildlife Foundation ("NFWF") as provided below.

17 b. NFWF is a nonprofit organization established by the United
18 States Congress pursuant to 16 U.S.C. §§ 3701-3710. Its purposes include
19 the acceptance and administration of "property . . . to further the
20 conservation and management of fish, wildlife, plants, and other natural
21 resources," and the performance of "such other activities as will
22 further the conservation and management of the fish, wildlife, and plant
23 resources of the United States, and its territories and possessions for
24 present and future generations of Americans." 16 U.S.C. § 3701(b)(1),
25 (2).

26 c. NFWF is specifically empowered by Congress to "receive and
27 administer restitution and community service payments, amounts for
28

1 mitigation of impacts to natural resources, and other amounts arising
2 from legal, regulatory, or administrative proceedings, subject to the
3 condition that the amounts are received or administered for purposes
4 that further the conservation and management of fish, wildlife, plants,
5 and other natural resources." 16 U.S.C. § 3703(c)(1)(K).

6 d. NFWF is also required by its charter to submit to Congress
7 annually a report of its proceedings and activities during such year,
8 including a full and complete statement of its receipts, expenditures,
9 and investments. 16 U.S.C. § 3706(a), (b).

10 e. NFWF shall use the community service funds paid by Defendant to
11 fund projects, activities, or initiatives intended to benefit marine
12 and coastal natural resources located in or around the Tijuana River
13 National Estuarine Research Reserve. The types of projects, activities,
14 and initiatives to be considered for funding by NFWF should be focused
15 on, but not necessarily limited to, those intended to: (1) conduct
16 research related to the effects of pollution on the marine estuarine
17 environment; (2) protect and restore estuarine natural resources and
18 habitats impacted by current or historic pollution or other human-
19 caused disturbance; (3) control invasive plants; (4) monitor, protect,
20 and restore sensitive species; and/or (5) conduct sediment management
21 for the benefit of marine and coastal ecosystems.

22 f. NFWF shall use best efforts to obligate the community service
23 funds to appropriate projects, activities, and initiatives within three
24 years of the date of entry of Judgment in this case. NFWF shall further
25 report to the United States Probation Office for the Southern District
26 of California and to the Environment and Natural Resources Division, on
27 at least an annual basis, regarding the status and disposition of the
28

1 community service funds it has received pursuant to this Section, until
2 all such funds have been expended.

3 g. The Defendant shall remit the community service payment to NFWF
4 by either certified check or electronic funds transfer. Certified checks
5 should be delivered to the National Fish and Wildlife Foundation,
6 attention Chief Financial Officer, 1133 15th Street NW, Suite 1000,
7 Washington DC, 20005, and should include a reference to the case number
8 in this proceeding. Payments via electronic funds transfer should be
9 made in accordance with written wiring instructions provided by NFWF
10 through its Chief Financial Officer or Senior Vice President, Impact-
11 Directed Environmental Accounts, at the time of transfer.

12 h. The Defendant agrees and stipulates that the \$1,250,000 monetary
13 penalty amount is consistent with 18 U.S.C. § 3571 and that it has been
14 properly calculated as representing twice the gain to defendant from
15 the offense. Defendant recognizes and agrees that it will not seek to
16 have payment of any monies pursuant to this plea agreement treated as
17 a tax-deductible donation; nor will Defendant make any public statement
18 classifying any payments as voluntary contributions; nor will Defendant
19 seek to gain any benefit in other claims or litigation. The parties
20 further agree that the entire \$937,500 fine, \$312,500 community service
21 payment, and the \$400 special assessment shall be paid within 30 days
22 of sentencing.

23 3. Restitution

24 The parties are not aware of any identifiable victim of the offense
25 for which restitution is appropriate, and jointly recommend that no
26 restitution be ordered in this case.

27 4. Forfeiture

28

Pllea Agreement

14

Def. Initials AT

1 Federal law states Defendant must forfeit to the United States all
2 property, real and personal, which constitutes or is derived from
3 proceeds obtained directly or indirectly from the offense. The parties
4 are not aware of any property subject to forfeiture in this case, and
5 jointly recommend that no property of the Defendant be forfeited.

6 E. PROBATION

7 The parties agree and will recommend to the Court that Defendant
8 serve a period of probation of 4 years from the date of execution of
9 sentence. During the probationary period, Defendant agrees to fund and
10 implement a comprehensive Environmental Compliance Plan (ECP), included
11 as Attachment A to this plea agreement. Implementation of the ECP is a
12 condition of probation. In the event the Court, in consultation with
13 the United States Attorney's Office for the Southern District of
14 California, the Environment and Natural Resources Division of the United
15 States Department of Justice, the United States Probation Office, and
16 Defendant, determines that Defendant has failed to either
17 satisfactorily implement the ECP or has violated the terms of the ECP,
18 the probationary term may be extended for a period to be determined by
19 the Court.

20 F. PRE-SENTENCE REPORT

21 The parties agree to recommend to the Court that the preparation
22 of a Pre-Sentence Report be waived in this case, and that the matter be
23 set for sentencing promptly following the plea, as the Court's schedule
24 permits.

25 XI

26 DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

27
28

Plea Agreement

15

Def. Initials

AT

1 Defendant waives (gives up) all rights to appeal and to
2 collaterally attack every aspect of the conviction and sentence. This
3 waiver includes, but is not limited to, any argument that the statute
4 of conviction or Defendant's prosecution is unconstitutional and any
5 argument that the facts of this case do not constitute the crime
6 charged. The only exception is Defendant may collaterally attack the
7 conviction or sentence on the basis that Defendant received ineffective
8 assistance of counsel. If Defendant appeals, the Government may support
9 on appeal the sentence or restitution order actually imposed.

10 XII

11 BREACH OF THE PLEA AGREEMENT

12 Defendant and Defendant's attorney know the terms of this agreement
13 and shall raise, before the sentencing hearing is complete, any claim
14 that the Government has not complied with this agreement. Otherwise,
15 such claims shall be deemed waived (that is, deliberately not raised
16 despite awareness that the claim could be raised), cannot later be made
17 to any court, and if later made to a court, shall constitute a breach
18 of this agreement.

19 Defendant breaches this agreement if Defendant violates or fails
20 to perform any obligation under this agreement. The following are non-
21 exhaustive examples of acts constituting a breach:

- 22 1. Failing to plead guilty pursuant to this agreement;
- 23 2. Failing to fully accept responsibility;
- 24 3. Failing to appear in court;
- 25 4. Attempting to withdraw the guilty plea;
- 26 5. Failing to abide by any court order related to this case;

27
28

Plea Agreement.

Def. Initials 

- 1 6. Appealing (which occurs if a notice of appeal is filed)
- 2 or collaterally attacking the conviction or sentence in
- 3 violation of Section XI of this plea agreement;
- 4 7. Engaging in additional criminal conduct from the time of
- 5 signing this agreement until the time of sentencing.
- 6 8. Filing any motions, making any statements, or taking any
- 7 position whatsoever in relation to any motion that the
- 8 Government may file regarding a request or
- 9 recommendation to the Court for an award to be paid to
- 10 any persons pursuant to 33 U.S.C. § 1908(a).

11 If Defendant breaches this plea agreement, Defendant will not be
12 able to enforce any provisions, and the Government will be relieved of
13 all its obligations under this plea agreement. For example, the
14 Government may proceed to sentencing but recommend a different sentence
15 than what it agreed to recommend above. Or the Government may pursue
16 any charges including those that were dismissed, promised to be
17 dismissed, or not filed as a result of this agreement (Defendant agrees
18 that any statute of limitations relating to such charges is tolled
19 indefinitely as of the date all parties have signed this agreement;
20 Defendant also waives any double jeopardy defense to such charges). In
21 addition, the Government may move to set aside Defendant's guilty plea.
22 Defendant may not withdraw the guilty plea based on the Government's
23 pursuit of remedies for Defendant's breach.

24 Additionally, if Defendant breaches this plea agreement: (i) any
25 statements made by representatives of the Defendant, under oath, at the
26 guilty plea hearing (before either a Magistrate Judge or a District
27 Judge); (ii) the factual basis statement in Section II.B in this

28

Plea Agreement

17

Def. Initials

1 agreement; and (iii) any evidence derived from such statements, are
2 admissible against Defendant in any prosecution of, or any action
3 against, Defendant. This includes the prosecution of the charge(s) that
4 is the subject of this plea agreement or any charge(s) that the
5 prosecution agreed to dismiss or not file as part of this agreement,
6 but later pursues because of a breach by the Defendant. Additionally,
7 Defendant knowingly, voluntarily, and intelligently waives any argument
8 that the statements and any evidence derived from the statements should
9 be suppressed, cannot be used by the Government, or are inadmissible
10 under the United States Constitution, any statute, Rule 410 of the
11 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
12 Procedure, and any other federal rule.

13 XIII

14 CONTENTS AND MODIFICATION OF AGREEMENT

15 This plea agreement embodies the entire agreement between the
16 parties and supersedes any other agreement, written or oral. No
17 modification of this plea agreement shall be effective unless in writing
18 signed by all parties.

19 XIV

20 DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

21 By signing this agreement, Defendant certifies that Defendant and
22 all relevant members of the defendant organization have read it.
23 Defendant and all of the relevant members of the defendant organization
24 have discussed the terms of this agreement with defense counsel and
25 fully understand its meaning and effect.

26 XV

27 DEFENDANT SATISFIED WITH COUNSEL

28

Plea Agreement

18

Def. Initials R

1 The members of the defendant organization have consulted with
2 counsel and are satisfied with counsel's representation. This is
3 Defendant's independent opinion, and Defendant's counsel did not advise
4 Defendant about what to say in this regard.

RANDY S. GROSSMAN
United States Attorney

5
6
7
8 May 5, 2023

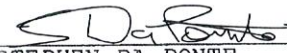


9 DATED

MELANIE K. PIERSON
Assistant U.S. Attorney

TODD KIM
Assistant Attorney General
Environment & Natural Resources Division

10
11
12
13 May 5, 2023



14 DATED

STEPHEN DA PONTE
Senior Trial Attorney

15 5/5/23




16 DATED

GEORGE M. CHALOS
Defense Counsel

17
18 IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER
19 PENALTY OF PERJURY THAT THE FACTS IN SECTION II.B ABOVE ARE TRUE.

20 4th May 2023

21 DATED


For Defendant
INTERUNITY MANAGEMENT
(DEUTSCHLAND) GMBH

Christos Mangos
Director



5/30/2023

George M. Chalos

- As authorized Representative

mkp

ATTACHMENT A
Environmental Compliance Plan

PURSUANT TO PLEA AGREEMENT

United States v. INTERUNITY MANAGEMENT (DEUTSCHLAND) GMBH ("INTERUNITY")

The following standards and requirements for an ENVIRONMENTAL COMPLIANCE PLAN (ECP) have been prepared pursuant to the Plea Agreement between INTERUNITY MANAGEMENT (DEUTSCHLAND) GMBH (hereinafter "INTERUNITY") and the United States (hereinafter "Government") filed in the United States District Court for the Southern District of California. Compliance with all of the standards and requirements of the ECP is an essential term of the Plea Agreement.

The ECP includes various provisions to ensure that all vessels owned, operated, and/or technically managed, by INTERUNITY that call on ports of the United States comply with all applicable maritime environmental requirements established under applicable international, flag state and port state law, including, but not limited to the International Convention for the Safety of Life at Sea (SOLAS), the International Safety Management (ISM) Code, the International Convention for Prevention of Pollution from Ships (MARPOL), and all applicable Federal and state statutes and regulations including, but not limited to, the Ports and Waterways Safety Act (PWSA), the Act to Prevent Pollution from Ships (APPS), the Clean Water Act (CWA), and the Oil Pollution Act of 1990 (OPA 90), and with the requirements of this agreement itself. The auditing requirements of this ECP apply to all vessels that are owned, operated, and/or technically managed, by INTERUNITY which call at U.S. ports. As more fully set forth below, this ECP and its requirements will also apply to vessels that INTERUNITY acquires or assumes management of during the period of probation and will call at U.S. ports during the term of probation.

The Covered Vessel(s) as of the date of signing of this ECP are:

1. Aramis 9438391
2. Chiquita Passion 9399765
3. Chiquita Dream 9399777

A. APPLICABILITY/PURPOSE

(1) This ECP shall cover and apply to all of INTERUNITY operations involving seagoing vessels calling on United States ports which are operated, and/or

technically managed by INTERUNITY on the date of sentencing (as set out above) and at any time during the period of probation. Such vessels shall include all vessels that will call at U.S. ports (hereafter referred to as the "Covered Vessels").

(2) The ECP is not intended to replace the ISM Code, or any other applicable international legal requirement or United States statute and regulation. The purpose of this ECP is to augment the requirements of existing law by increasing and improving inspections, reviews, and audits of INTERUNITY operated and/or managed vessels, shore side facilities, and operations involving said vessels; increase training of all INTERUNITY personnel involved with said vessels; develop and implement management and engineering controls to better manage, detect and prevent environmental violations; and require periodic reports to the United States Probation Office for the Southern District of California, the United States Attorney's Office for the Southern District of California, the Environmental Crimes Section of the United States Department of Justice, and the United States Coast Guard (collectively hereinafter "the United States") to ensure that INTERUNITY is following the requirements of this ECP and that all of its Covered Vessels comply with all applicable maritime environmental requirements established under applicable international, flag state, and port state law and all applicable Federal and state statutes and regulations, and that an effective environmental management system is in place to prevent recurrence of violations.

B. COMPLIANCE MANAGER

(1) Within sixty (60) days of entry of the Plea Agreement, INTERUNITY shall designate a Compliance Manager (hereinafter "CM") who shall report directly to the Managing Director ("MD") of INTERUNITY. INTERUNITY shall provide the name of the CM to the United States. The CM could be the same individual as INTERUNITY's "designated person" under the ISM Code unless reasons are provided to the United States justifying why the "designated person" should not also be the CM. The CM shall be responsible for coordinating with the Third Party Auditor (hereinafter "TPA"), as more fully described below, developing and implementing all of the procedures and systems required herein, establishing and implementing training programs for the officers and crew of INTERUNITY operated and/or managed vessels, ensuring that reviews, audits and surveys are carried out as required and ensuring that all documents are properly maintained and that reports are made on a timely basis to the Court Appointed Monitor (hereinafter "CAM") and the United States. All reports required under this ECP shall be reviewed by the CM and signed under the penalty of perjury.

(2) INTERUNITY shall establish a procedure and reporting system that requires and enables all officers, crewmembers and employees, and shore side personnel involved in the operation of INTERUNITY's Covered Vessels, including all persons working for INTERUNITY, its subsidiaries, affiliated business entities

(owned wholly or partially by INTERUNITY) and agents of INTERUNITY as either direct employees or independent contractors, to notify the CM of all violations of any applicable environmental requirements or other requirements of this ECP and to cooperate fully with the CAM and the United States in carrying out the reviewing, auditing and oversight functions required by applicable law and this ECP. INTERUNITY agrees to establish a procedure that makes failure to notify the CM of any violations of any applicable environmental requirements and failure to cooperate fully with the Classification Societies, the CAM and the United States in carrying out their auditing and oversight functions required by applicable law and this ECP, grounds for dismissal. INTERUNITY agrees not to retaliate against any officer, crewmember, employee, or shore side personnel involved in the operation of INTERUNITY seagoing vessels, including all persons working for INTERUNITY, its subsidiaries, affiliated business entities (owned wholly or partially by INTERUNITY) and agents of INTERUNITY as either direct employees or independent contractors or any entity making any such report.

(3) The CM shall be authorized to access all records and personnel regarding all vessels subject to the ECP for the purpose of ensuring compliance with the ECP. The CM shall be authorized to implement all requirements of the ECP on all vessels subject to the ECP. The CM shall ensure that audits and surveys are carried out as required, that all documents are properly maintained and that reports are made on a timely basis to the U.S. Probation Office, CAM, the designated representative of the Coast Guard, and INTERUNITY. The CM position will be filled by an individual(s) with significant maritime vessel operational background, who possesses auditing experience and is thoroughly familiar with the requirements of this ECP, and is knowledgeable about domestic and international maritime environmental laws and regulations.

CM Responsibilities:

(a) Development and Maintenance of Effective Training Programs

- The CM will be responsible for developing training programs to educate and train INTERUNITY employees on their environmental commitment, the requirements of the ECP, the policies and procedures for complying with the ECP, and the possible consequences to INTERUNITY and to individuals for failure to comply with environmental laws.

- The CM shall also provide environmental consultants and contractors of INTERUNITY involved in the operation of covered vessels with documents and training to make them aware of this ECP and its requirements.

(b) Auditing and Compliance Assessment

- Verify that the TPA conducts the review and audits required by the ECP and that the required reports are prepared.

(c) Fleet Reviews

- Supervise annual overall reviews of the environmental compliance program and "focused" reviews of key environmental areas to promote the adoption of "best practices".

(d) Reporting of Non-Compliance by Employees and Crew Members

- Establish a means by which employees may report (anonymously if the employee so desires) issues of non-compliance with this ECP and any other procedure, policy, or regulation associated with environmental protection. The CM shall review, investigate, and document in a timely fashion reports of non-compliance received from employees and shall initiate, monitor, and document all actions taken as a result of such reports. The CM shall maintain records of such reports and action taken, and shall make them available for review by the TPA and the CAM.

C. MASTER AND CHIEF ENGINEER

(1) The Master of each of INTERUNITY vessel subject to this ECP shall ensure that prompt reports are made to the CM of any non-compliant condition associated with environmental protection of any covered INTERUNITY vessel.

(2) The Chief Engineer on board all vessels subject to this ECP shall perform the following duties regarding this ECP:

- Daily measure, monitor, record and manage shipboard generated wastes generated by engineering operations;

- Report to the CM and cooperate with INTERUNITY to resolve environmental concerns, such as inoperative or ineffective pollution prevention equipment and document all efforts to do so in a log that is available for review and audit.

D. THIRD PARTY AUDITOR

(1) During the probationary period, a TPA shall conduct the audits and submit the reports described in this ECP. Within sixty (60) days of sentencing, INTERUNITY shall submit to the Government a list of three (3) qualified candidates for the TPA position along with its recommendation for approval of one of the candidates, from which the Government will select a candidate to serve as the TPA. To the extent

practicable, INTERUNITY will endeavor to submit candidates that have not provided auditing services to INTERUNITY within the last calendar year prior to the U.S. Coast Guard boarding of the M/V DONALD that initiated the investigation which ultimately led to the plea agreement in this case, or is not associated with the Classification Societies or Flag Administrations to which the Covered Vessels are classed or registered. In the event that none of the candidates is found acceptable, or if the work of the TPA is unsatisfactory at any time, the Government may request that INTERUNITY supply additional candidates. The Government reserves the right to reject any proposed TPA. All work performed by the TPA and its auditors must be certified as being accurate and truthful. The certification shall be made with the understanding that any false information knowingly submitted is subject to prosecution under 18 U.S.C. §1001.

(2) **Qualifications.** Qualified candidates for the TPA include individuals or firms that have staff capable of applying the most current International Standards Organization (“ISO”) 14000 environmental management auditing criteria and have the following experience, expertise, and capabilities:

- expertise and competence in the regulatory programs under United States and other Marine Environmental Protection Requirements; ‘
- experience in performing environmental audits in industrial or maritime environments, and;
- sufficient expertise and competence to assess whether INTERUNITY has adequate policies, procedures, and equipment in place to ensure compliance with this ECP and to ensure regulatory compliance, correct non-compliance, and prevent future non-compliance.

(3) **Adequacy of Staff.** The TPA must have adequate staff to perform the work required of this ECP. Due to the in-depth nature of the audit criteria, persons with specialized knowledge and experience will be required to perform the audits. The knowledge, skills and abilities of the TPA and staff must align with the criteria of the audits. Experienced personnel with extensive operational, maintenance and repair of shipboard and machinery space systems, equipment, and components is a prerequisite. The TPA shall employ at least one senior level Marine Engineer (Chief, First or Second Engineer) to perform shipboard machinery space audits. The TPA shall provide the Government with the resumes of the TPA’s auditors assigned to conduct shore-side and vessel audits.

(4) **Contractual Independence.** During the term of probation, the TPA shall not directly own any stock in INTERUNITY; must have no other ongoing contractual or business relationship, other than that of the TPA, with INTERUNITY; and may not seek or serve in other capacities with INTERUNITY, unless first disclosed to the

Government, the Court, and the CAM, and unless expressly approved by the Government. The TPA must exercise independent judgment and ensure that the objectives set forth in this ECP are met. INTERUNITY and the TPA shall notify the Government if any contractual relationships or proposed contractual relationships between INTERUNITY and the TPA arise during the term of probation.

(5) Functional Independence. The TPA shall function independently of INTERUNITY, but may communicate with INTERUNITY about the substance of its work. At its discretion, the TPA, may share with INTERUNITY its audit checklist. The TPA may consult with, but shall not receive or request approval of any form from any employee of INTERUNITY regarding the development, clearance, or evaluation of any document, report, or communication of any kind, whether draft or final, required by this ECP.

E. ENVIRONMENTAL MANAGEMENT SYSTEM

(1) The CM shall be responsible for establishing an Environmental Management System (EMS). To the extent possible, the EMS shall be based upon the ISO 14001/2015 standards and shall be part of INTERUNITY documented management system.

(2) Environmental Policy:

- The EMS should be based upon a documented and clearly communicated policy. This policy should set out the INTERUNITY commitment towards a cleaner marine environment. It should include:

- i. provision for compliance with environmental requirements;
- ii. commitment to continuous improvement in environmental performance, including those areas required by this ECP;
- iii. commitment to pollution prevention that emphasizes source reduction, to include funding and human resources necessary to effectively maintain and repair the systems, equipment and components found in machinery and cargo (deck) spaces of vessels;
- iv. commitment to continuous reduction of environmental risks;
- v. commitment to sharing information with external stakeholders on environmental performance.

(3) Communication of Environmental Requirements:

The EMS must provide a means to identify, explain, and communicate all environmental requirements, and any additional best practices or industry norms which INTERUNITY may choose to adopt, to INTERUNITY employees, and other vendors, technicians or non-crewmembers who are boarding and/or

sailing with the vessels and are engaged in the waste stream management of INTERUNITY covered vessels. The EMS must also specify procedures for incorporating changes in operations or environmental requirements into the communication plan.

(4) Objectives and Targets:

(a) The EMS shall establish specific objectives and targets for:

- (i) achieving and maintaining compliance with all applicable marine environmental protection requirements and the requirements of this ECP;
- (ii) environmental performance demonstrating continuous improvement in regulated and non-regulated areas;
- (iii) pollution prevention that emphasizes source reduction with respect to machinery space waste streams and effective management of cargo related wastes; and
- (iv) sharing information with external stakeholders on environmental performance against all EMS objectives and targets, upon request.

(b) The EMS shall establish appropriate time frames to meet these objectives and targets. These must be documented and updated as environmental requirements change or as modifications occur in activities and structures within organizations in a manner that affects environmental performance or as a result of recommendations made by the TPA.

(5) Structure, Responsibility and Resources:

INTERUNITY will ensure that it is equipped with sufficient personnel and other resources to meet its objectives and targets. The EMS will describe in detail the procedures and steps for achieving those objectives and targets. The EMS will define the compliance roles and responsibilities of all Covered Vessels and shore side personnel involved with the operation, maintenance and repair of INTERUNITY vessels, and will indicate how they and other corporate personnel will be held accountable for achieving and maintaining compliance with this EMS and other applicable marine environmental protection requirements. The EMS will also establish procedures for receiving and addressing concerns raised by INTERUNITY employees and others regarding environmental performance and compliance.

(6) Operational Control:

The EMS will identify and provide for the planning and management of all

of INTERUNITY operations and activities with a view to achieving the ECP objectives and targets. For example, vessel deck department and engine room machinery space maintenance and repair will be an important aspect in achieving and maintaining compliance and enhancing environmental performance.

(7) Corrective and Preventive Action and Emergency Procedures:

(a) INTERUNITY, through its EMS, will establish and maintain documented procedures for preventing, detecting, investigating, promptly initiating corrective action, and reporting (both internally and externally) any occurrence that may affect the organization's ability to achieve the ECP objectives and targets.

(b) Such measures must address incidents that may have an effect on compliance with environmental requirements as well as on environmental performance in regulated and non-regulated areas, including requirements of this ECP, or other applicable marine environmental protection requirements. Examples of such situations include incinerator or oily water separator malfunctions, overflows of fuel or slop tanks, overflow of tanks within machinery spaces, fuel oil, lube oil, saltwater line failures, operator errors and other accidental releases.

(c) The EMS must also establish documented procedures for mitigating any adverse impacts on the environment that may be associated with accidents or emergency situations. If the environmental violation or incident resulted from a weakness in the system, the EMS should be updated and refined to minimize the likelihood of such problems recurring in the future. The EMS should also, to the extent possible, provide for the testing and evaluation of emergency procedures.

(8) Training, Awareness and Competence:

The EMS must establish procedures to ensure that all personnel (including vendors, technicians, and other non-crewmembers) who are boarding and/or sailing with the vessels and whose job responsibilities affect the ability to achieve the ECP objectives and targets, have been trained and are capable of carrying out these responsibilities. In particular, the training should highlight means to enhance the ability of such personnel to ensure compliance with environmental requirements and voluntary undertakings, the requirements of the ECP, and other marine environmental protection requirements.

(9) Organizational Decision-making and Planning:

The EMS must describe how these elements will be integrated into the INTERUNITY overall decision-making and planning, in particular, decisions on capital improvements, training programs, and vessel operations, maintenance, and repair activities.

(10) Document Control:

The EMS must establish procedures to ensure maintenance of appropriate documentation relating to objectives and targets and should also ensure that those records will be adequate for subsequent evaluation and improvement of the operation of the EMS. Additionally, all records will be maintained and made available to the TPA and port and flag state personnel upon request.

(11) Continuous Evaluation and Improvement:

(a) The EMS must include methods to perform periodic, documented and objective internal auditing of the organization's performance in achieving these objectives and targets, and on how well the ECP assists the organization in achieving those objectives and targets. This requirement is independent from the auditing requirements detailed elsewhere in this plan. The goal of these internal audits and reviews will be to allow management to continuously monitor and assess vessel systems, equipment and components, and the ability and proficiency at which vessel crew members and personnel ashore comply with the policies and procedures established by this ECP.

(b) The EMS will identify an ongoing process for assessing when a vessel is to be taken out of service for an environmental discharge related repair.

(c) The EMS will include organization charts, as appropriate, that identify shore side and vessel individuals having environmental performance, risk reduction, and regulatory compliance responsibilities. The charts shall also specify responsibilities of Marine and Technical Superintendents to report information related to environmental releases or inadequate performance of environmental pollution protection equipment, casualties causing internal spills, excessive waste development and leaking equipment with oil-to-sea interfaces.

(d) The EMS will promote non-retaliatory practices and ensure that employees are not punished or otherwise suffer negative consequences for reporting violations of environmental laws, regulations, or policies.

(e) The EMS will describe potential consequences for departure from specified operating policies and procedures, including possible termination of employment, as well as criminal/civil/administrative penalties as a result of noncompliance.

(f) The EMS will make employee compliance with environmental policies of the ECP, and other applicable marine environmental protection requirements a positive factor, and failure to comply a negative factor, in all evaluations undertaken for the performance of all INTERUNITY employees.

- (g) The EMS will include policies against any incentive or bonus programs based on minimizing operational costs associated with the operation, maintenance and repair of machinery space or cargo/deck space systems, equipment and components to ensure that employees do not avoid such costs and thereby sacrifice environmental compliance.
- (h) The EMS will describe a confidential non-compliance reporting system that is adopted to ensure that employees may quickly and confidentially report discharges, spills, environmental incidents and other environmental performance data.
- (i) The EMS will identify all operations and activities where documented standard operating practices (SOPs) are needed to prevent potential violations or unplanned waste stream releases, with a primary emphasis on vessel engine room operations, systems, equipment and components and cargo residue management.
- (j) The EMS will identify the types of records developed and maintained in support of the ECP such as reports, audit working papers, correspondence, communications, reports from the confidential system for non-compliance reporting, and identify personnel responsible for their maintenance, and procedures for responding to inquiries and requests for release of information. The EMS shall provide a system for conducting and documenting routine, objective self-inspections by INTERUNITY internal auditors, supervisors, and trained staff to check for malfunctions, deterioration, and inadequate maintenance of pollution prevention equipment, worker adherence to SOPs, unusual situations, and unauthorized releases.

F. COURT APPOINTED MONITOR

As part of the ECP, INTERUNITY agrees to pay for a Court Appointed Monitor (hereinafter "CAM") that will report to the Court and the United States during the entire period of probation. Within sixty (60) days of sentencing, INTERUNITY will submit a list of three qualified candidates for the CAM from which the United States will select one of the candidates. Along with the list, INTERUNITY shall provide written certification that it will not employ or be affiliated with the selected monitor, the monitor's firm, or other professionals who are part of the monitorship team during the period of probation and for two years after the conclusion of probation. In the event that the United States does not find one of the candidates satisfactory, it may request INTERUNITY to supply additional candidates. Further, if an agreement cannot be reached regarding the selection, the decision shall be left up to the Court.

(1) Qualified candidates for the CAM position must have expertise and competence in the regulatory programs under U.S. and international environmental laws, and have expertise and competence in waste stream evaluation, monitoring and control technologies, with a primary emphasis on engine room and machinery space operations, used by INTERUNITY to achieve and maintain compliance in respect to INTERUNITY seagoing vessels subject to this ECP. The CAM shall also have sufficient expertise and competence to assess whether INTERUNITY has an adequate Environmental Management System in place to assess regulatory and ECP compliance, to correct non-compliance, and to prevent future non-compliance.

(2) The CAM must not directly own any stock in INTERUNITY, any of its subsidiaries, affiliated business entities (owned wholly or partially by INTERUNITY) or any agents of INTERUNITY, and must have no other direct financial stake in the outcome of duties conducted pursuant to this Plea Agreement. The CAM must be capable of exercising the same independent judgment and discipline that a certified public accounting firm would be expected to exercise in auditing a publicly held corporation. If INTERUNITY has any other contractual relationship with the CAM, both INTERUNITY and the CAM shall disclose to the United States such past or existing contractual relationships.

(3) Each CAM candidate shall provide to the United States: a description of the candidate's qualifications and credentials, including subject matter, compliance, and linguistic expertise, experience or expertise in MARPOL and/or APPS, and experience serving as a monitor or advising a company in responding to a monitor; a brief description of the other members of the candidate's proposed team and their proposed roles, if any; a description of any past, present, planned, or under-consideration business, financial, or close personal relationship that the candidate, the candidate's firm, and the candidate's team members had or has with the defendant or the United States; verification that the candidate, the candidate's firm, and/or the candidate's team members (if any) have no conflicts of interest with regard to this matter or that any conflict has been waived; and an overview of the candidate's plan, personnel, and budget for the monitorship.

(4) If the United States determines that the proposed CAM does not reasonably meet the qualifications set forth in the previous paragraphs, or that past or existing relationships with the CAM would affect the CAM's ability to exercise the independent judgment and discipline required to conduct the ECP review and evaluation, such CAM shall be disapproved and another CAM shall be proposed by INTERUNITY within thirty (30) days of INTERUNITY's receipt of the United States' disapproval.

G. THE AUDITS

(1) During the first year of probation, the TPA shall conduct a round of audits of INTERUNITY operations (vessel and shore side) including thirty-three percent (33%) of INTERUNITY Covered Vessels while the vessels are underway, to the maximum extent practicable. These audits should take place on voyages of short duration (2-3 days) to the maximum extent practicable. INTERUNITY and the TPA shall coordinate the audits to accommodate, as much as practicable, the vessels' operations and schedule. The audits shall be performed to ascertain and evaluate various aspects of INTERUNITY vessels: their systems, equipment and components; current practices whether documented or not; and the knowledge, skills, and abilities of ship and shore side personnel as they relate to the requirements of this ECP, and other applicable maritime environmental protection requirements. During the second year of probation, the TPA shall conduct a second set of audits of thirty-three percent (33%) of the Covered Vessels. These audits should take place on voyages of short duration (2-3 days) to the maximum extent practical. During the third year of probation, final audits shall be carried out as per paragraph I "FINAL EMS/ECP COMPLIANCE AUDIT" below.

(2) The audits performed pursuant to this ECP shall exceed a typical SMS audit in scope and will be used to determine practices, procedures and equipment conditions not typically documented during a routine inspection by the classification society, port or flag state. The results of the audits will be used to shape and revise the Environmental Management System established by this ECP.

(3) The audits shall meet the following specific requirements:

a. It shall assess all waste streams developed from any system, equipment and components found in each machinery space on board INTERUNITY vessels. This will include observation and documentation describing the status and quantity of leakages apparent on each system that can contribute to bilge loading. The audit will determine the status and quantify leakages stemming from:

- i. all pump and valve seals and glands during operation,
- ii. all piping systems, flanges, gaskets, fittings and joints,
- iii. all equipment casings such as main and auxiliary engines, and reduction gears,
- iv. operation of engines, boilers, incinerators, and evaporators,
- v. all cargo tank stripping lines and ODME systems, and
- vi. all other mechanical components found aboard INTERUNITY vessels.

b. It shall assess the adequacy and performance of the Oily Water Separator (OWS) and Incinerator, Sewage System, ODME system, and any other pollution prevention equipment to handle the quantities and types of wastes developed during normal operations. To assess the performance of the OWS, the TPA shall conduct an

operational test using the normal tank or bilge well supply as would be used in normal operations. The supply tank or bilge well must not be diluted. It will include an evaluation of the capacities for all tanks or containers associated with the management of sludge, bilges and oily wastes or other wastes. It will include an evaluation of documentation tracking, maintenance and repair, and modifications of all pollution prevention equipment, and notification of equipment failure to the CM, CAM, and other shore side personnel.

c. Assess each vessel's crew ability to handle the operational, maintenance, and repair workloads in maintaining all systems, equipment, and components onboard in order to minimize waste stream development to as low as reasonably practical.

d. It shall assess the adequacy of the policy, procedures, current practices and equipment, including storage capabilities used to manage shipboard solid wastes generated in all areas of the vessel and the effectiveness of garbage management plans.

e. It shall assess the adequacy of the policy, procedures, current practices and equipment associated with cargo management developed during all evolutions of cargo operations.

f. It shall assess the ability of each vessel's crewmembers to create, devise or implement an unauthorized process to dispose of a shipboard waste including regular garbage, machinery space and cargo-generated wastes.

g. It shall assess the adequacy of each vessel's responsible crewmembers to maintain the following records and shall include a complete comparative analysis (against each other where possible) of the following records:

- (i) Oil Record Book,
- (ii) Engine Room Alarms,
- (iii) Tank sounding logs (if vessel does not maintain such a log, it must start),
- (iv) Personal work records and lists related to pollution prevention equipment,
- (v) Maintenance records related to pollution prevention equipment,
- (vi) Vendor service records related to pollution prevention equipment,
- (vii) Bilge waste and sludge receipts,
- (viii) Deck Log,
- (ix) Garbage Record Book,
- (x) Oil to Sea Equipment Interface Logs,
- (xi) Hazardous waste manifests,
- (xii) Solid waste discharge receipts,
- (xiii) Content Monitor (OWS and ODME) calibration logs or annual surveys by the makers,
- (xiv) Training records related to pollution prevention,

- (xv) Inspection Documents, and
- (xvi) SMS or SQE Audit documents

h. It shall assess the adequacy of the policy, procedures, and current practices used to store and dispose of:

- (i) Solvents,
- (ii) Degreasers,
- (iii) Cleaning wastes,
- (iv) Batteries,
- (v) Paints,
- (vi) Oily rags,
- (vii) Fluorescent and incandescent bulbs,
- (viii) Expired boiler and engine chemicals,
- (ix) Used boiler and engine chemicals,
- (x) Galley greases,
- (xi) Pyrotechnics,
- (xii) Medical supplies,
- (xiii) Contaminate fuels,
- (xiv) Used Oil and greases,
- (xv) Incinerator ash,
- (xvi) Transformer oils,
- (xvii) Contaminated refrigerants

i. It shall assess and evaluate documentation containing the certifications that each Covered Vessel's officers understand the requirements of this ECP and shall require signed statements by all vessel officers attesting that they understand false entries in the Oil Record Book for machinery space and deck/cargo space operations is a violation of law.

j. It shall assess the policy, procedures, and current practices associated with the Master and Chief Engineer's capability to communicate with shore side personnel, including the CM and designated persons, and shall review such communications.

k. It shall assess the frequency and adequacy of, through interviews of crewmembers, shipboard pollution prevention and environmental protection meetings and training.

l. It shall assess the policy, procedures, and current practices used on Covered Vessels and ashore to track crewmember environmental training, as well as the availability of and access to training resources.

m. It shall assess the adequacy of existing methods for employees to report environmental concerns and evaluate the capability of a reporting individual to

remain anonymous, and review processes of handling environmental complaints from crewmembers and shore side personnel.

n. It shall assess the policy, procedures, and current practices to ensure that vessel vendors, technicians, and other non-crewmembers who are boarding and/or sailing with the vessels follow INTERUNITY requirements regarding pollution prevention and environmental protection.

o. It shall assess the policy, procedures, and current practices used to manage the existing seal tracking and valve locking program, including the storage of seals and preventing the use of duplicate seals.

p. It shall assess the policy, procedures, current practices, and equipment used to maintain refrigeration units, including availability and status of refrigerant recovery units, procedures for recovering refrigerants, and maintenance of a leak log.

q. It shall assess the policy, procedures, current practices, and equipment related to Oil Transfer Procedures, including slops discharges, conditions of hoses, connections and transfer equipment, and shall include reviews of Declarations of Inspections.

r. It shall assess the policy, procedures, current practices, and equipment used to handle emergency releases of hazardous fluids or pollutants on deck or within machinery spaces of vessels, including a review of the shipboard oil pollution emergency plans and evaluation of personnel performing such duties.

s. It shall assess the policy, procedures, and current practices associated with ballast water management and invasive species requirements.

t. It shall include a survey of all engineers serving onboard covered vessels at all levels for information on how to make the OWS, OCM, associated systems and waste management processes tamperproof and for methods on reducing or handling waste accumulations within machinery spaces. Participation shall be mandatory for all engineering personnel. The survey shall request the opinions of the vessels' engineers into their ability to adequately maintain the vessel systems, equipment and components. The survey will emphasize non-retaliation for open and honest opinions and reports of current noncompliant circumstances. The responses will be maintained in original format and made available to the CAM. The original survey responses shall be included in the Report of Findings.

(4) At the conclusion of the first year of audits, the TPA shall prepare a Report of Findings. If the TPA believes that additional time is needed to analyze available information, or to gather additional information, or to complete the Report of

Findings, INTERUNITY may request that the Government grant the TPA such additional time, as required, which request shall not be unreasonably denied. If necessary, the Government may grant additional time in thirty (30) day increments for completion of the Report of Findings. The Report of Findings shall be provided to INTERUNITY, the CAM, and the United States. Based on the Report of Findings, INTERUNITY shall develop and or update the Environmental Management System (EMS) as described below.

a. Expertise and competence in the regulatory programs under United States and international marine safety and environmental laws; expertise and competence to assess whether INTERUNITY has adequate management systems in place to ensure applicable regulatory compliance, correct non-compliance, and prevent future non-compliance; and demonstrated capability to evaluate INTERUNITY's required effort and commitment in satisfying the requirements of this ECP and the EMS. INTERUNITY shall ensure that the TPA is provided all reports and notifications as established in this plan.

(5) The CAM shall be assigned the following tasks and responsibilities and provide written submissions to the Court as set forth below:

a. Review the relationship between INTERUNITY and the TPA and evaluate the adequacy of measures taken to ensure that the TPA acts with independence.

b. Conduct a review and submit an annual report to the United States, the Probation Office, and INTERUNITY regarding each of the audits conducted pursuant to the Plea Agreement and the ECP. The CAM's reports shall provide a summary of the findings regarding the adequacy of any audits required by this ECP and adequacy of recommendations for change, as found necessary.

c. The annual report shall also include and address any other information that the CAM is aware of which pertains to INTERUNITY's capabilities to meet the objectives of this ECP or any other marine environmental protection requirements.

(6) If the CAM receives information regarding a direct violation of any applicable existing marine environmental protection requirement or requirement of this ECP, the CAM must immediately report the occurrence to the United States. At any time during the probationary period the CAM may inspect or investigate any aspect of the TPA's activities as they relate to the requirements of this plan or with respect to INTERUNITY's operations, and shall be provided full access to all records, audit personnel, vessels and shore side facilities as is necessary to perform its duties.

(7) The CAM shall provide any additional reports, in both electronic and hard copy form, to the United States and INTERUNITY as requested by the

Court or as appropriate and to include inadequacies in the audit process, violations of the terms and conditions of the ECP and EMS and any other findings of significant problems or deficiencies.

(8) All audits performed by the TPA shall take place during an underway voyage to the maximum extent possible since that is the best way for auditors to observe ship operations and personnel. As set forth herein, the TPA is encouraged to conduct underway audits during voyages of short duration (2-3 days) to the maximum extent practical. If this is found impractical within the specified time-frame, then the CM or TPA may notify the Government and the CAM and request an exception such as auditing a different vessel, auditing at a different time, or conducting the audit when the vessel is in port. The TPA and CM should communicate frequently regarding ship movements so that the TPA can plan accordingly. Requests for exceptions should not be unreasonably refused by the interested parties.

H. ENVIRONMENTAL MANAGEMENT SYSTEM MANUAL

(1) Within nine (9) months of receiving the Report of Findings for the first round of audits from the TPA, INTERUNITY shall prepare and/or update the procedures contained in the EMS, which shall describe and document the EMS and contain any additional EMS implementation schedules as needed to ensure complete compliance in all operations and procedures. If INTERUNITY believes that additional time is needed to analyze available information or to gather additional information to prepare and/or update the EMS, INTERUNITY may request that the Government grant it such additional time as needed to prepare and submit the EMS, which request shall not be unreasonably denied. If necessary, the United States may grant additional time in thirty (30) day increments for completion and/or update of the EMS.

(2) INTERUNITY shall submit a proposed final EMS to the CAM, the TPA, and the United States immediately upon its completion. The TPA and the United States shall provide comments on the proposed final EMS within ninety (90) days of receipt unless additional time for review is requested in writing. INTERUNITY shall submit a supplement to the EMS or a written response, as appropriate, within ninety (90) days of receipt of the comments. The EMS is subject to final approval from the United States, which approval shall not be unreasonably withheld.

(3) All elements of the final EMS shall be fully implemented no later than nine (9) months following final approval by the United States. Upon receipt of final approval, INTERUNITY shall immediately commence implementation of the EMS in accordance with the schedule contained in the EMS Manual. INTERUNITY shall submit reports to the United States beginning no later

than one hundred twenty (120) days following the publication of the Report of Findings by the TPA regarding the status of the development and implementation of the EMS and the results of the Review and evaluation of INTERUNITY operations or audits conducted pursuant to the EMS. These reports shall be made on an annual basis.

I. FINAL EMS/ECP COMPLIANCE AUDIT

(1) Beginning no later than twenty-four (24) months from the date of sentencing, INTERUNITY shall arrange for, fund and complete a Final EMS/ECP Compliance Audit for the remaining thirty-three percent (33%) of INTERUNITY covered vessels that were not audited during the first two years of probation. These audits should take place on voyages of short duration (2-3 days) to the maximum extent practical. The audits are to be conducted to verify compliance with applicable environmental laws and regulations and the requirements of this EMS and ECP. During this final audit phase INTERUNITY shall immediately advise the CAM and the Government of any issue that comes to its attention that adversely impacts INTERUNITY's compliance with all applicable laws and regulations and the EMS/ECP.

(2) The TPA will be certified by the American National Standards Institute Registration Accreditation Board or will have compatible credentials and experience in performing EMS/ECP audits.

(3) The Final EMS/ECP Compliance Audits shall be conducted, as much as is practicable under the circumstances, in accordance with the principles set forth in ISO 9000 and ISO 14011, using ISO 14012 as supplemental guidance, and shall assess conformance with all requirements presented in the EMS and with the additional requirements of this plan. Designated United States representatives may participate in the audits as observers at Government expense. INTERUNITY shall make timely notification to the United States regarding audit scheduling in order to make arrangements for observers to be present.

(4) The TPA shall deliver each vessel's and facility's audit report to the CM upon completion. In addition, the TPA will deliver an Audit Report to the United States within thirty (30) days after the completion of each audit. If the TPA believes that additional time is needed to analyze available information or to gather additional information, INTERUNITY may request that the Government grant the TPA such additional time as needed to prepare and submit the Audit Report. If necessary, the Government may grant additional time in thirty (30) day increments for completion of the Audit Report.

(5) The Final EMS/ECP Compliance Audit Reports shall present the Audit

Findings and shall, at a minimum, contain the following information:

- (a) Audit scope, including the 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 (if any) observing the audit;
- (e) The distribution list for the Final EMS/ECP Compliance Audit Report;
- (f) A summary of the audit process, including any obstacles encountered;
- (g) Detailed Audit Findings, including the basis for each finding and the Area of Concern identified;
- (h) 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;
- (i) Certification by the TPA that the Final EMS/ECP Compliance Audit was conducted in accordance with this document and general audit principles.

(6) Within ninety (90) days from completion of the Final EMS/ECP Compliance Audit of a particular facility or vessel, INTERUNITY shall develop and submit to the United States, for review and comment, an Action Plan for expeditiously bringing INTERUNITY into full compliance with all applicable laws and regulations and the EMS/ECP to the extent not already completed. The Action Plan shall include the result of any root-cause analysis, specific deliverables, responsibility assignments, and an implementation schedule. INTERUNITY may request that the United States permit a brief extension of the time limit stated above on a case by case basis. Such permission shall not be unreasonably withheld.

(7) The Action Plan shall be reviewed by the United States which shall provide written comments within thirty (30) days of receipt. After making any necessary modifications to the Action Plan based on the comments, INTERUNITY 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, INTERUNITY shall submit a written Action Plan Completion Confirmation to the United States.

J. NON-COMPLIANCE

a. This EMS/ECP does not in any way release INTERUNITY from complying with any applicable international conventions and treaties, State or Federal statutes and/or regulations, the ISM Code, or other applicable international maritime conventions or treaties 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.

b. The EMS/ECP shall be part of the Plea Agreement and adherence to it will be a condition of probation. Failure to comply with any part of this EMS/ECP may be considered as Non Compliance. INTERUNITY within ninety (90) days from the identification of Non Compliance shall develop and submit to the United States, for review and comment, an Action Plan for expeditiously bringing INTERUNITY into full compliance. The Action Plan shall be reviewed by the United States which shall provide written comments within thirty (30) days of receipt. After making any necessary modifications to the Action Plan based on the comments, INTERUNITY 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, INTERUNITY shall submit a written Action Plan Completion Confirmation to the United States. Failure of INTERUNITY to implement agreed Action Plan may be a violation of the Plea Agreement and may be grounds for the revocation or modification of INTERUNITY's probation. Should the United States seek to revoke or modify INTERUNITY's probation based on INTERUNITY's refusal to pay valid charges for the TPA or CAM and/or its failure to provide the TPA or CAM access to vessels, facilities, personnel, or documents, and/or as the result of any disagreement regarding any of the provisions of this EMS/ECP, INTERUNITY shall have the right to fully contest such revocation before the appropriate U.S. District Court.

K. CM/VESSEL MASTER RESPONSIBILITIES

The Master of any INTERUNITY vessel covered under this ECP, shall ensure that timely reports are made to the CM of any non-complaint condition of any INTERUNITY vessel. The CM shall ensure that timely reports are made to the United States of any non-compliant condition of any of INTERUNITY vessel. INTERUNITY shall establish that enforcement of and employee compliance with the EMS/ECP, ISM Code, MARPOL, and all applicable State and Federal safety and environmental statutes and regulations is an important positive factor and that failure to comply with such policies, regulations, and laws will be a negative factor in all appropriate personnel evaluations.

L. BOARD OF DIRECTORS

INTERUNITY shall ensure that at least yearly INTERUNITY's MD receives and reviews reports from the CM and any applicable report from the TPA and CAM concerning the implementation of this EMS/ECP, including environmental compliance, EMS implementation, and manager, officer, and crew training. Copies of those portions of the meeting agendas and internal company reports concerning these items shall be included in the reports to the United States.

M. TRAINING REQUIREMENTS

(1) The CM will be responsible for developing training programs to educate and train INTERUNITY Covered Vessels and shore-side employees associated with the operation and management of its Covered Vessels. INTERUNITY will appoint a Fleet Training Officer, who may be the CM, to ensure that the requirements of this section are met.

(2) Training shall occur annually for all employees and be performed by qualified instructors before an employee assumes his or her duties. The training shall consist of pertinent sections of this ECP, the EMS, and existing marine environmental protection requirements. The training shall include shipboard-related technical and practical information associated with pollution prevention and the operation, maintenance and repair of pollution prevention equipment and systems, and be appropriate for the work responsibilities and department in which an employee works. The training must include discussion of the consequences to INTERUNITY and its employees for failure to comply with the requirements of this ECP, EMS, and existing marine environmental protection requirements.

(3) A basic initial training program shall be provided to Covered Vessels employees currently onboard vessels in an effort to promptly mitigate pollution risk and ensure environmental protection. Additionally, employees must receive shore side training prior to returning to a vessel on a new contract.

(4) The training shall include instruction regarding:

(a) Corporate environmental compliance structure, including the CM and contact information.

(b) Comprehensive overview of this ECP, the EMS, and other marine environmental protection requirements.

(c) The reporting system used to report non-compliance.

(d) Sanctions and consequences for violations such as remedial training, suspension, termination, and civil and criminal liability.

- (e) Pollution prevention and minimization programs specifically relating to steward, deck, and engine department procedures and operations.
 - (f) All requirements set forth in the Engineering section of this ECP.
 - (g) Position specific training in the operation, maintenance and repair of oily water separators, incinerators, oil content discharge monitoring equipment, and other pollution prevention equipment.
 - (h) Procedures for solid and hazardous waste segregation and storage, disposal, and reporting of releases.
 - (i) All other shipboard environmental protection related procedures examined and described in the required initial review.
- (5) All new crewmembers reporting to work onboard INTERUNITY Covered Vessels shall receive training within fourteen (14) days of beginning to work on board the vessel. INTERUNITY shall maintain documentation onboard each Covered Vessel verifying that all officers and crewmembers working on the vessel have received the required training. Such documentation shall be made available to the TPA, CAM, and the United States upon request.
- (6) The Chief Engineer and Chief Officer onboard each Covered Vessel listed shall prepare independent written verification that all engine room and deck crew members have received the training required by this EMS/ECP. All engine room crewmembers shall sign and date a statement acknowledging completion of the training. This written verification, together with the signed acknowledgment, shall be completed semi-annually and maintained in the engine control room of each vessel.

N. ENGINEERING REQUIREMENTS

- (1) Time of Implementation. Unless otherwise stated, all of the Engineering Requirements set forth below shall be implemented on Covered Vessels as soon as is reasonably practicable, but in any event not later than six (6) months from the date of sentencing.
- (2) Environmental Control System
 - a. INTERUNITY shall implement an Environmental Control System or ECS to help prevent unauthorized usage of connections within the engine room, machinery spaces, and cargo/deck spaces. Under the ECS, INTERUNITY shall require crew members to use numbered seals, locks, or welds (on flanges) to prevent the

unauthorized connection to, and discharge through, piping systems that are or may be connected to the oily bilge system or and overboard discharge connections, to include those used in cargo tank stripping/washing. Seals used as part of the ECS shall be non-reusable and uniquely numbered.

b. An ECS Seal Log shall be maintained by the Chief Engineer that records each time a seal is affixed or removed in the engine room and machinery spaces, including the date, time, seal number removed, seal number affixed, personnel involved, and reason for any seal removal or replacement. The keys used to open locks utilized as a part of the ECS shall be controlled. This ECS Seal Log shall be different from the ECS Seal Log used by the Chief Officer in the cargo and deck spaces.

c. An ECS Seal Log shall be maintained by the Chief Officer that records each time a seal is affixed or removed in the cargo or deck spaces and pump room, including the date, time, seal number removed, seal number affixed, personnel involved, and reason for any seal removal or replacement. The keys used to open locks utilized as a part of the ECS shall be controlled. This ECS Seal Log shall be different from the ECS Seal Log used by the Chief Engineer in the engine room and other machinery spaces.

d. Any existing seals that are found to have deteriorated or had their numbers partially or completely erased shall be replaced immediately, with the reason for replacement entered in the respective ECS Seal Log.

e. The CM will be responsible for ensuring that no duplication of ECS seal numbers occur and will maintain documentation indicating which series of environmental seals have been supplied to each vessel.

(3) Tank Piping

a. To prevent unauthorized manipulation of waste management systems within the engine room and machinery spaces, each Covered Vessel shall maintain Classification Society-approved drawings that reflect all approved modifications made to waste management systems.

b. INTERUNITY shall establish and maintain approval procedures for any modifications made to shipboard waste management tanks or their systems. Those procedures shall require prior CM approval for all non-emergency modifications. Any emergency modification must be reported to the TPA and CAM promptly after work is performed. Prompt approval or removal of any emergency modifications after the emergency has ended shall be required.

c. Within thirty (30) days of sentencing, the CM shall ensure that notification is given to all Covered Vessels regarding the prohibition against using unauthorized

stub pipes, cross connections, or piping on engine room waste and cargo tank stripping/washing systems.

d. Personnel working on Covered Vessels shall promptly notify the CM of the existence and purpose of any unauthorized stub pipes, cross connections, or piping on engine room waste and cargo tank stripping/washing systems in a Covered Vessel. Within fourteen (14) days of receiving such information, the CM shall ensure that it is relayed to the Interested Parties, along with any findings and corrective actions.

e. Classification Society-approved drawing(s) representing the current physical layout of the systems shall be available on board. The Chief Engineer shall maintain documentation explaining the reason(s) for any changes/modifications made after the date of sentencing for engine room/machinery space systems. The Chief Officer shall maintain documentation explaining the reason(s) for any changes/modifications made after sentencing for cargo tank stripping/washing systems. Copies of this documentation and drawing(s) shall be maintained aboard the vessel and provided to the TPA and CAM upon request.

f. To prevent unauthorized usage of bilge water tanks or oily waste tanks, INTERUNITY shall require that ECS seals or locks be placed on all tank hatches, valves, or flanges that could allow for an external connection to the system. The ECS Seal Log or Lock Log shall track any time a processed bilge water tank or oily waste tank is opened.

(4) Bilge-Main Cross Connections

a. Within sixty (60) days of sentencing, the CM shall ensure that notification is provided to all Covered Vessels regarding the prohibition against the non-emergency usage of cross connections from engine room bilge mains to the suction piping of larger pumps which may be referred to as the “fire and general service pump” or “fire, bilge and ballast” pump. The notification shall state that such usage is similar to bypassing the OWS equipment and is strictly prohibited, except in the case of an emergency. Any method to discharge overboard via the soot collection tank and soot eductor must be disabled and locked out.

b. The deck plates above or near the locations of these cross connections or other interconnected systems and the valve bodies and associated hand wheels shall be painted international orange. A brightly colored sign with three inch letters shall be permanently fixed nearby, stating – “Bilge System Piping Crossover – Emergency Use Only.”

c. To prevent unauthorized usage of those valves, INTERUNITY shall require that ECS seals be placed on such valves. The ECS Seal Log shall track any time a

crossover to the bilge main is opened. If a valve is remotely operated from the engine control room, the associated push button or switch must be unable to be used without breaking an environmental seal

(5) Emergency Bilge Suctions

a. All other bilge suction valves not connected to the bilge main, and independent emergency suction to the vessel's engine room bilges, like those which may be connected to sea water circulating pumps, shall be painted international orange on all Covered Vessels and labeled in a manner similar to "Emergency Bilge Suction - Emergency Use Only." The valve wheels will also have a numbered and logged ECS seal capable of breakaway during emergencies, testing, and maintenance.

(6) Blank Flanges

a. To prevent unauthorized connections within the engine room and machinery spaces of vessels, every blank flange connected to overboard piping, on systems such as salt water service, main engine raw water cooling or other systems, shall be permanently secured, removed, or fitted with numbered ECS seals through the flange bolts that will break when such bolts are removed, to prevent unauthorized connections and discharges. The ECS seals used shall be numbered and records kept in the ECS Seal Log. Alternative sealing methods, such as numbered foil-coated sticker seals for flanges, may also be used.

b. The blank flange securing the bilge and sludge transfer system shore connection discharge valve at the discharge stations shall also require controls as part of the ECS.

(7) Additional OWS / OCM Requirements

a. The sample line from the OWS discharge connection to the sample/flush line control valve will be painted a bright color to distinguish it from other tubing and piping in the area. The line must be routed so it is clearly visible to the extent possible for its entire length. No additional connections or tees of any kind may be added to the line.

b. INTERUNITY shall have the OCM manufacturer or contracted distributor perform annual testing that ensures the OCM requires a sample flow for normal operation and control.

c. Every Covered Vessel shall perform monthly operational tests of the OWS and OCM in the presence of the Chief Engineer, and one other engineer. The test shall be logged in the vessel's ORB. The Chief Engineer shall send a report to the assigned superintendent and CM.

d. In addition to the operational test performed in the presence of the TPA, every Covered Vessel shall conduct an annual operational test of the OWS system under actual operational conditions. This test shall include one (1) full hour of continuous processing of the contents of the Bilge Holding Tank without dilution, and without dilution of the sample line leading to the OCM,¹ conducted by the Chief Engineer in the presence of a INTERUNITY shore-side representative or Class surveyor, and any other engine room personnel assigned responsibility for the operation and/or maintenance of the OWS. If an actual discharge is not feasible due to the location of the vessel or the levels of the bilge holding tanks, then the discharges shall be through a recirculation line, in accordance with the procedures approved by the vessel's Classification Society and provided further that soundings of the bilge holding tanks shall be made before and after the test and shall be made a part of the test record and providing that any alarms shall be recorded and made part of the test record. All of the above shall be recorded in the Oil Record Book (Part I). In the event that the assessment determines the OWS is not operating as designed, then an immediate report shall be made to the cognizant superintendent, CM, the Interested Parties, the TPA, and the CAM, with a copy of the engine room alarm printout to be retained.

e. Every Covered Vessel shall inspect the OWS source tanks every six (6) months and remove any accumulated oil if necessary. The OWS source tanks shall be cleaned during dry docking or sooner if necessary. Such cleaning shall be logged in the PMS.

f. Anytime an OCM is subject to maintenance or calibration, such actions shall be logged in the ORB.

(8) Additional ODME Requirements Applicable Only to Tank Vessels (if any)

a. INTERUNITY shall have the ODME manufacturer or contracted distributor perform annual testing that ensures the ODME requires a sample flow for normal operation and control. Any ODME that allows overboard discharge without a sample flow is prohibited.

b. Every Covered Vessel shall perform monthly operational tests of the ODME in the presence of the Chief Officer, and one other officer. The test shall be logged in the vessel's ORB. The Chief Officer shall send a report to the assigned superintendent and CM.

c. As part of the operational test performed in the presence of the TPA, every Chief Mate/Officer and any other officer responsible for ODME operation shall demonstrate that they understand how to properly operate the system, to include discharging through the ODME in "Automatic" mode. The Chief Officer and any other

¹ A test performed where the source tank is diluted with water or does not contain bilge water is strictly prohibited.

officers responsible for ODME operation shall demonstrate to the TPA's satisfaction that they understand how to operate the ODME, and that they understand that discharges through the ODME in "Manual" mode are prohibited.

d. Anytime an ODME is subject to maintenance or calibration, such actions shall be logged in the ORB.

(9) Recordkeeping

a. All sounding records required by this section shall be maintained and available to auditors for the duration of the ECP.

b. A portable pump log shall be maintained documenting all instances of onboard use of a pneumatic or portable pump. The log shall include a description of the fluid pumped, its source, and the tank or location where the fluid was transferred. The log shall include the date and time the pump was used and shall identify the person(s) who checked out the pump and operated it.

(10) Oil Record Book Entries

a. Entries made into the ORB shall be made and signed by the officer or officers in charge of the operation, reviewed and countersigned by the Chief Engineer (for ORB Part I) or Chief Officer (ORB Part II), and each completed page shall be signed by the Master.

(11) Tank Sounding Records

a. INTERUNITY shall provide each Covered Vessel with a standard format electronic tank sounding log that includes, for each sludge tank, bilge tank associated with bilge water and/or oil residues (sludge), and cargo waste/washing/stripping tank, the tank name/designation, tank capacity, sounded quantity and time and method of sounding. Soundings from each tank shall be taken at least daily. The individual taking the tank sounding shall make entries in the electronic tank sounding log and sign each entry electronically.

(12) Fuel Oil/Lube Oil Purifier Settings and Line Breaks

a. INTERUNITY shall have a standard system for monitoring fuel oil and lube oil management on a monthly basis, including the operation of the fuel oil and lube oil purifiers. Any incident involving ships receiving proven poor quality fuel shall be noted in the Engine Room Log or similar record once it becomes known, and such entries shall refer to the relevant bunker receipts.

b. Any extraordinary operations (such as increased frequent draining of fuel oil service and settling tanks, draining engine lube oil sump tanks of excessive water) shall be recorded in the official Engine Room Log and explained to the extent possible, and the records made available for inspection.

c. All oil leaks exceeding manufacturer or historical volumes, including any fuel and/or lubricating oil leaks resulting from mechanical failure shall be reported to the CM.

(13) Oil-to-Sea Interfaces

a. INTERUNITY shall establish a logbook for each Covered Vessel for monitoring equipment having oil-to-sea interfaces which relies on mechanical tension, hydrostatic pressure on the seal and the surface tension between water and oil to minimize oil releases to the sea. Such interfaces may include stern tube bearings, stabilizers, controllable pitch propeller systems, maneuvering thrusters, propulsion pods, and similar equipment whereby the leakage of a sealing component may cause a loss of operating medium into the waters surrounding the vessel. Any replenishment of oil into the head tanks, operating systems reservoirs, or other receivers associated with this equipment shall be logged, regardless of the quantity involved. Ingress of water or drainage of water into or from these systems must also be logged, as far as practicable.

b. Any extraordinary operations (such as frequent draining of interface operating systems, tanks and spaces of excessive water) shall be recorded in the official Engine Room Log, explained to the extent possible, and the records made available for inspection.

(14) Fleet Operational Survey

a. Within six (6) months of the date of sentencing, INTERUNITY shall issue a survey to all Masters on its Covered Vessels for information on how to improve MARPOL compliance, to include what new equipment, maintenance, parts, and procedures would be beneficial. This survey shall include a request for the frank opinions of the vessels' officers as to their ability to adequately maintain the vessels' systems, equipment, and components will be included. The survey will emphasize non-retaliation for open and honest opinions and reports of current noncompliant or unsatisfactory circumstances.

b. The CM shall evaluate the responses and establish a plan to evaluate, test, and implement viable ideas for improvement. The CM shall also address, to the extent practicable, legitimate maintenance concerns suggested by the vessels' Masters and Officers.

c. A summary of the reported information and corrective actions will be provided to the Interested Parties, the CAM, and the TPA.

O. DOCUMENTATION AVAILABLE FOR INSPECTION

The CM shall ensure that all documentation required by this EMS/ECP is maintained and available for inspection by the TPA and CAM and the United States. The Master of each Covered Vessel under this ECP, shall maintain on board the vessel, all records required by International conventions and treaties including SOLAS, the ISM Code, and MARPOL and applicable State and Federal statutes and regulations and any additional documents required under this EMS/ECP, such as crew training records, and will make these records available to the TPA and CAM and the United States upon request. A summary of this information and any explanation, where appropriate, shall be included in the reports to be submitted to the United States by the TPA.

P. CHANGES TO OPERATION/MANAGEMENT

The parties recognize that during the term of probation, the number and identity of vessels operated and/or managed, by INTERUNITY may increase or decrease. Any vessel, the operation or management of which is assumed by INTERUNITY and that will call at United States ports shall be subject to the terms and conditions of this EMS/ECP. Any vessel removed from the operation or management by INTERUNITY shall be excluded from the scope of the EMS/ECP. INTERUNITY agrees that it will immediately (but in no event later than twenty (20) working days, excluding weekends or holidays, following a change) notify the United States of any change in name, flag of registry, recognized organization, ownership or class society of any such of INTERUNITY vessels, to include the operation or management of which is assumed by INTERUNITY. INTERUNITY agrees that this EMS/ECP shall remain in effect for all of the aforesaid vessels regardless of changes in the vessels' flag of registry, recognized organizations, name, or class society, so long as the vessels are managed or operated by INTERUNITY and may call at United States ports. INTERUNITY shall notify the United States before any vessel is released from the requirements of the EMS/ECP due to a change in operation or management. INTERUNITY shall ensure that any vessel that it assumes operational or management, of during the course of probation is audited in accordance with this ECP, and that this audit takes place no later than one hundred and eighty (180) days after assuming technical management of the vessel.

Q. SELF-ENFORCEMENT

INTERUNITY further agrees that it will undertake and implement the necessary procedures to ensure that this EMS/ECP is diligently complied with.

R. REVISIONS/MODIFICATIONS

The requirements of this EMS/ECP, including the dates and time periods mentioned herein, shall be strictly complied with. Should INTERUNITY be unable to comply with any of the deadlines, INTERUNITY shall immediately notify the United States in writing of the reason(s) for non-compliance, and propose a revised timetable. The United States shall then determine whether the revised timetable should be accepted.

S. REPORTS

All reports, documents and correspondence required under this EMS/ECP to be sent to the United States shall be sent to the following offices:

- (a) U.S. Department of Justice
Environmental Crimes Section
Attn: Stephen Da Ponte
150 M Street, NE, Suite 4.126, Washington, D.C. 20002
Email: Stephen.daponte@usdoj.gov
- (b) U.S. Attorney's Office
Southern District of California
Attn: Melanie K. Pierson
Assistant United States Attorney
Federal Office Building
880 Front Street, Room 6293
San Diego, California 92101-8893
Email: Melanie.Pierson@usdoj.gov
- (c) U.S. Coast Guard Commandant (CG - INV - 1)
Office of Casualty Investigations & Analysis
Attn: Designated Representative of the Coast Guard 2703 Martin Luther
King Jr. Ave, SE Stop 7501
Washington, D.C. 20593-7501
Email: HQS-SMB-CG-INV-ECP@uscg.mil (less than 10GB)
- (d) U.S. Probation Department
Southern District of California

CORPORATE RESOLUTION

INTERUNITY MANAGEMENT (DEUTSCHLAND) GMBH

INTERUNITY MANAGEMENT (DEUTSCHLAND) GMBH (“the Company”), acting by and through Director Christos Mangos, in accordance with applicable law and the Company’s organizational documents, take the following action:

IT IS RESOLVED:

THAT, the attached Plea Agreement was entered into and agreed between the United States of America and the Company, and same having been explained to the Company by its counsel, and the Board of Directors understanding those terms and conditions, and all corporate formalities required for the authorizations contained herein having been observed, the Company hereby assents to those terms and conditions and agrees to enter into the said written Plea Agreement in the matter pending in the United States District Court, Southern District of California in the case entitled United States of America v. Interunity Management (Deutschland) GmbH; and

IT IS FURTHER RESOLVED:

THAT, George M. Chalos, Esq. of Chalos & Co, P.C., with the assistance of local counsel Kaye Rose & Partners LLP, are hereby authorized, empowered, and directed to represent the Company and to execute the Plea Agreement on behalf of the Company and to execute any and all other documents and instruments, including but not limited to the Consent to Institute a Presentence Investigation and Disclose the Report and the Notice Regarding Entry of a Plea of Guilty, and to take any and all actions to do any and all other things necessary or incidental for the execution and entry of the Plea Agreement, and to comply with its provisions; and

IT IS FURTHER RESOLVED:

THAT, the Company has authorized George M. Chalos, Esq. to enter a guilty plea on behalf of the Company to Count One of the Information in the case entitled United States of America v. Interunity Management (Deutschland) GmbH, to appear before the Court at all necessary hearings and Court settings, as required by the Plea Agreement and/or the District Court; and

IT IS FURTHER RESOLVED:

THAT, the terms and conditions of the attached Power of Attorney having been explained to the Company by its counsel, and the Company understanding those terms and conditions, and all corporate formalities required for the authorizations contained therein having been observed, the Company hereby assents to those terms and conditions and authorizes the issuance of the Power of Attorney for the matter pending in the United States District Court, Southern District of California, in the case entitled United States of America v. Interunity Management (Deutschland) GmbH; and

IT WAS FURTHER RESOLVED:

THAT the Company entered this Corporate Resolution and accompanying Power of Attorney in accordance with all corporate formalities, Company bylaws, and the applicable laws of the United States of America.

Executed this the 8 May 2023.


Christos Mangos, DIRECTOR

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that INTERUNITY MANAGEMENT (DEUTSCHLAND) GMBH (the "Company"), a company formed and validly existing under the laws of Germany, with offices at Konsul-Smidt-Straße 76, 28217 Bremen, Germany, has made, constituted and appointed and by these presents does make, constitute and appoint George M. Chalos, Esq., of Chalos & Co, P.C., 55 Hamilton Avenue, Oyster Bay, New York, 11771, to be the true and lawful Attorney(s) of the Company with full power to do the following acts and things, or any of them.

1. To appear on behalf of the Company, with the assistance of local counsel Law Offices of Kaye Rose & Partners LLP, in that certain criminal matter in the United States District Court for the Southern District of California, entitled United States of America v. Interunity Management (Deutschland) GmbH, charging one criminal count against the Company and;
2. To do all things and to execute any and all documents and instruments deemed necessary or incidental to appear before the United States District Court, for the Southern District of California; to appear at all Court Proceedings on behalf of the Company including, but not limited to, an Initial Appearance and Change of Plea Hearing, to enter a plea of guilty on behalf of the Company to the Count One of the "Information" in accordance with a Plea Agreement entered into between the United States of America and the Company pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) in the matter entitled United States of America v Interunity Management (Deutschland) GmbH; and;
3. The Company waives its right to appearance at the Initial Appearance, Change of Plea Hearing, and Sentencing and exercises its right to appear through counsel in accordance with Federal Rule of Criminal Procedure Rule 43(b)(1) and authorizes George M. Chalos, Esq., of Chalos & Co, P.C., to take the necessary steps to plead guilty on behalf of the Company to the "Information" in the matter entitled United States of America v. Interunity Management (Deutschland) GmbH, and;
4. The Company, by its Board of Directors, acknowledges that it will appear and be present at all future hearings before the Court through the appearance and participation of George M. Chalos Esq., who are hereby authorized to act on behalf of the Company and participate in any and all future hearings, including any Sentencing Hearing in accordance with the Federal Rules of Criminal Procedure, the Federal Rules of Evidence, and the Local Civil and Criminal Rules of the United States District Court for the Southern District of California; and,
5. The Board of Directors deems it in the best interests of the Company that George M. Chalos, Esq., appear on behalf of the Company as the designated Corporate Representative for any and all necessary proceedings in the case entitled United States of America v. Interunity Management (Deutschland) GmbH.

IN WITNESS WHEREOF the foregoing Power of Attorney was made and executed the
8 of May 2023.



Director