

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

TSACABA SHIPPING CO., INC.,
HIONG GUAN NAVEGACION CO., LTD.,
DOWA LINE AMERICA CO., LTD., ASIAN
DRAGON SHIPPING, INC., Balsa
NAVEGACION, S.A., BOUCHARD
TRANSPORTATION CO., INC., TUG CAPTAIN
FRED BOUCHARD INC., B NO. 155
CORPORATION, MARITRANS OPERATING
PARTNERS LP, MARITRANS GENERAL PARTNER
INC., BRITANNIA STEAM SHIP INSURANCE
ASSOCIATION LIMITED, and WEST OF
ENGLAND SHIP OWNERS MUTUAL
INSURANCE ASSOCIATION (LUXEMBOURG),
in personam,

and

M/V Balsa 37, TUG CAPT FRED BOUCHARD,
BARGE 155, TUG SEAFARER, and BARGE
OCEAN 255, their engines, tackle,
apparel, etc. in rem.

Defendants.

Civil Action No.
96-1556-CIV-T-17E

CONSENT DECREE

I. Introduction

A. The United States of America filed its amended complaint in this action pursuant to the Oil Pollution Act of 1990, Pub. L. No. 101-380, 104 Stat. 484, 33 U.S.C. § 2701-2761, which sought damages for injury to natural resources, assessment costs, and response costs

II. Definitions

1. Whenever the following terms are used in this Consent Decree, the definition specified hereinafter shall apply:

a. "Defendants" means Tsacaba Shipping Co., Inc., Hiong Guan Navegacion Co., Ltd.; Dowa Line America Co., Ltd.; Asian Dragon Shipping Inc.; Balsa Navegacion S.A.; Bouchard Transportation Co., Inc.; Tug Captain Fred Bouchard Inc.; B No. 155 Corporation; Maritrans Operating Partners LP; Maritrans General Partner Inc.; Britannia Steamship Insurance Association Limited; West of England Ship Owners Mutual Insurance Association (Luxembourg); M/V Balsa 37; TUG CAPT FRED BOUCHARD; BARGE 155; TUG SEAFARER; and BARGE OCEAN 255, their engines, tackle, apparel, etc.;

b. "DOI" means the United States Department of the Interior;

c. "FDEP" means the Florida Department of Environmental Protection and Kirby B. Green, III, the successor to Virginia B. Wetherell, Acting Secretary of the Department of Environmental Protection;

d. "The Florida Fund" means the Florida Coastal Protection Trust Fund established pursuant to section 376.11 of the Pollutant Discharge and Control Act, §§ 376.011-.17, Fla. Stat.;

e. "The Fund" means the Oil Spill Liability Trust Fund established pursuant to 26 U.S.C. §§ 4611 and 9509;

f. "OPA" means the Oil Pollution Act, of 1990, Pub. L. No. 101-380, 104 Stat. 484, 33 U.S.C. § 2701-2761;

g. "NOAA" means the National Oceanic and Atmospheric Administration;

arising from an oil spill in the waters of Tampa Bay, Florida, on August 10, 1993. This oil spill occurred as a result of the collisions in the waters of Tampa Bay, Florida, on August 10, 1993, between the M/V BALSA 37 and the tug and tow SEAFARER/Barge OCEAN 255, and between the M/V BALSA 37 and the tug and tow CAPT FRED BOUCHARD/Barge B No. 155.

B. The State of Florida, Florida Department of Environmental Protection, and Virginia B. Wetherell, Secretary of the Department of Environmental Protection, as State Trustee, on August 9, 1996, filed their complaint against Defendants in the thirteenth Judicial circuit in and for Hillsborough County, Florida, Case No. 96-5358, which sought damages and costs arising from the oil spill described in Paragraph A above (the state action). A consent decree containing the same terms as the instant decree is also being filed in the state action. The state and federal parties share trusteeship of the injured resources and are coordinating restoration efforts.

C. The Parties agree and the Court finds that settlement of these civil matters without further litigation is in the public interest and that the entry of this Consent Decree is the most appropriate means of resolving these matters.

D. The Parties agree and this Court, by entering this Decree, finds that settlement of this matter will avoid further prolonged and complicated litigation and that this Consent Decree is fair, reasonable, and in the public interest.

E. Defendants do not admit any liability arising out of the transactions or occurrences alleged in this action.

NOW, THEREFORE IT IS ADJUDGED, ORDERED AND DECREED THAT:

- h. "USCG" means the United States Coast Guard;
- i. "Parties" means the Plaintiffs and the Defendants;
- j. "Plaintiffs" means the United States, the State of Florida, and FDEP;
- k. "Tampa Bay Oil Spill" means the oil spill that occurred as a result of the collisions in the waters of Tampa Bay, Florida, on August 10, 1993, between the M/V BALSA 37 and the tug and tow SEAFARER/Barge OCEAN 255, and between the M/V BALSA 37 and the tug and tow CAPT FRED BOUCHARD/Barge B No. 155; and
- l. "Trustees" means DOI, FDEP and NOAA.

III. Jurisdiction

2. The Parties agree and consent that this Court has jurisdiction over the subject matter and over the parties pursuant to 33 U.S.C. § 2717(b) and also pursuant to 28 U.S.C. §§ 1331, 1333, 1345, and 1355. The Amended Complaint filed herein states claims for which relief could be granted. By entering into this Consent Decree, Asian Dragon Shipping Inc. and Balsa Navegacion S.A. are not submitting to in personam jurisdiction for any other purpose.

IV. Parties Bound and Notice of Transfer

3. The provisions of this Consent Decree shall apply to and shall be binding upon the United States, the State of Florida, and FDEP, and upon Defendants and their officers, agents, successors, assigns and all persons acting on their behalf.

4. No change in ownership, corporate, or partnership status relating to Defendants will in any way alter the responsibilities of the Defendants under this Consent Decree.

V. Natural Resource Restoration Projects

5. The Defendants have acquired title to the following eleven-acre parcel (Cross Bayou parcel) in Pinellas County, Florida:

That part of Farms 47 and 48, lying South of State Road 695, in Section 25, Township 30 South, Range 15 East, Pinellas Farms as recorded in Plat Book 7, Pages 4 and 5, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, less and except any portion thereof lying within Burning Tree Estates according to plat recorded in Plat Book 83, Pages 100 and 101, of the Public Records of Pinellas County, Florida.

A parcel of land lying in Section 36, Township 30 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows: From the Northwest corner of Section 36, Township 30 South Range 15 East, run South 87 degrees 13' 00" East, 1,078.7 feet; thence South 0 degrees 25' 56" East, 15 feet to the Northwest corner of Farm 1, First Addition to Pinellas Farms, as recorded in Plat Book 6, page 56, Hillsborough County Records, of which Pinellas County was formerly a part, for a point of Beginning; thence South 87 degrees 13' 00" East along the North line of Farm 1, 906.81 feet; thence South 33 degrees 11' 55" West 710.59 feet; thence North 88 degrees 53' 14" West 530.90 feet to the Southwest corner of Farm 1; thence North 0 degrees 25' 56" West 613.8 feet to the Point of Beginning, less and except any portion thereof lying West of the Easterly boundary line of Burning Tree Estates according to plat recorded in Plat Book 83, Pages 100 and 101, of the Public Records of Pinellas County, Florida.

6. The Defendants will design, obtain permits for, and implement, a mangrove restoration plan for the Cross Bayou parcel in accordance with the Restoration/Compensation Plan for Biological and Physical Natural Resource Injuries attached to this Consent Decree as Exhibit A.

7. In addition, the Defendants shall implement Salt Marsh Restoration at sites within

Boca Ciega Bay in accordance with Volume 1 of the Damage Assessment and Restoration Plan/Environmental Assessment (DARP) for the August 10, 1993, Tampa Bay Oil Spill, attached as Exhibit B.

8. The Defendants will implement the restoration projects identified in Paragraphs 6 and 7 in accordance with the procedures and protocols for oversight by the Trustees identified in Exhibit C. The Defendants agree that the Trustees will have access at all reasonable times to the restoration project sites for the purposes of overseeing or monitoring the implementation of the restoration projects.

9. After the Cross Bayou project is certified complete by the Trustees as provided in Exhibit C, the Defendants shall convey title of the Cross Bayou parcel in fee simple at no cost to a public entity to be designated by the Trustees. The deed of conveyance shall be in a form approved by the Trustees and shall include a conservation easement or other form of deed restriction, which limits the use of the Cross Bayou parcel to outdoor recreational or conservation uses only. The Defendants and Trustees shall bear their own attorneys' fees and disbursements in connection with this conveyance, if any.

VI. Payment of Costs and Damages

10. Within 30 days of the entry of this Consent Decree, the Defendants shall pay to the United States and FDEP the sum of eight million dollars (\$8,000,000), which shall be used to implement natural resource restoration projects by the federal and state Trustees, to reimburse the Trustees for damage assessment costs, to reimburse FDEP for beach renourishment costs incurred in accordance with the DARP/EA, and to reimburse FDEP and the USCG for response costs and claims costs, and to pay the USCG interest, penalties, and

assessments under OPA. The form of payment shall be as follows:

a. Within 30 days of entry of this Consent Decree, the Defendants shall submit for crediting to USCG a certified or cashier's check payable to the "United States Treasury" in the amount of \$2,213,624 to the United States Department of Justice, Aviation and Admiralty Section, 1425 New York Avenue, N.W., Room 10100, Washington, D.C. 20005. The check shall be accompanied by a letter referring to the Tampa Bay Oil Spill and to this Paragraph of this Consent Decree.

b. Within 30 days of entry of this Consent Decree, the Defendants shall submit for crediting to NOAA a certified or cashier's check payable to the "United States Treasury" in the amount of \$1,172,748 to the United States Attorney for the Middle District of Florida, 500 Zack Street, Suite 400, Tampa, Florida 33602. The check shall be accompanied by a letter referring to the Tampa Bay Oil Spill and to this Paragraph of this Consent Decree. The United States Attorney shall forward payment to NOAA in accordance with instructions received from the U.S. Department of Justice.

c. Within 30 days of the entry of the consent decree, the Defendants shall submit for crediting to DOI a certified or cashier's check payable to the "United States Treasury" in the amount of \$93,432 to the United States Attorney for the Middle District of Florida, 500 Zack Street, Suite 400, Tampa, Florida 33602. The check shall be accompanied by a letter referring to the Tampa Bay Oil Spill and to this Paragraph of this Consent Decree. The United States Attorney shall forward payment to DOI in accordance with instructions received from the U.S. Department of Justice.

d. Within 30 days of entry of this Consent Decree, the Defendant shall submit

for crediting to FDEP a certified or cashier's check payable to the "Florida Department of Environmental Protection" in the amount of \$1,574,640. The check shall be annotated "018009 - Coastal Protection Trust Fund," and shall be mailed to Bill Keenan, Bureau of Emergency Response, 3900 Commonwealth Blvd., M.S. 659, Tallahassee 32399-3000. The check shall be accompanied by a letter referring to the Tampa Bay Oil Spill and to this Paragraph of this Consent Decree.

e. Within 30 days of entry of this Consent Decree, the Defendants shall transfer \$2,945,556 into the Tampa Bay Oil Spill Restoration Account, an account established within DOI's Natural Resource Damage Assessment and Restoration Fund (Restoration Account). These funds, and any interest thereon, will be held in the Restoration Account solely for use by the Trustees to plan, implement or oversee restoration of natural resources or resource services in accordance with Volume I of the Damage Assessment and Restoration Plan for Ecological Resources (Exhibit B) (ecological projects) and a separate restoration plan to be developed by NOAA and FDEP to address the impacts to beach recreation (beach recreation projects). All expenditures from the Restoration Account for ecological projects shall require the unanimous agreement of NOAA, DOI, and FDEP, and all expenditures from the Restoration Account for beach recreation projects shall require the unanimous agreement of NOAA and FDEP. The Defendants will transfer these funds to the Restoration Account via an Electronic Funds Transfer (EFT) through the Automated Clearing House in a CCD+ format to the DOI account in accordance with instructions to be provided by DOI. The addenda record shall be annotated "RE: Tampa Bay Oil Spill Restoration Account" and shall list the names of all Defendants in this action. A copy of the paperwork documenting the EFT and any

accompanying correspondence shall be sent to:

Bob White
DOI Restoration Fund
NBC Division of Financial Management Services
Branch of Accounting Operations
7301 W. Mansfield Avenue, D-2960
Denver, Colorado 80235-2230

Harriet Deal
U.S. Department of the Interior
Office of Regional Solicitor
Suite 304, 75 Spring Street, S.W.
Atlanta, Georgia 30303

NOAA Finance Services Division
Bills and Collection Unit, Caller Service 7025
20020 Century Boulevard
Germantown, Maryland 20874

Stephanie W. Fluke
NOAA Office of General Counsel, Natural Resources
9721 Executive Center Drive North, Room 137
St. Petersburg, FL 33702

Chief
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington D.C. 20044

Maureen M. Malvern
Assistant General Counsel
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 35
Tallahassee, Florida 32399-3000.

11. In the event that Defendants fail to make the payments referenced in Paragraph 10 on time, interest shall be assessed pursuant to the provisions of 33 U.S.C. § 2705. Any interest amounts accrued pursuant to this Paragraph shall be divided between the Trustees and

the USCG in the same proportion as the payments to be made pursuant to Paragraph 10 hereof, with the portion attributable to subparagraph 10e to be deposited in the Tampa Bay Oil Spill Restoration Account established pursuant to that subparagraph. Defendants shall be liable for attorneys' fees and costs incurred by the United States or FDEP to collect any amount due under this Consent Decree.

VII. Covenant Not To Sue By Plaintiffs

12. In consideration of the payments that will be made by the Defendants and the natural resource restoration projects as required under the terms of this Consent Decree, except as expressly set forth in Paragraph 13, the United States, the State of Florida, and FDEP covenant not to sue the Defendants for any and all civil claims alleged in the Amended Complaint or in the Limitation Actions enumerated in Paragraph 15 or in Case No. 93-1399-CIV-T-23B (M.D. Fla.), (In Re: The Complaint of Tscaba Shipping et al). This covenant not to sue is conditioned upon complete and satisfactory performance by the Defendants of their obligations under this Consent Decree and receipt by the United States and by FDEP of the payments required by Section VI (Payment of Costs and Damages).

13. Reservations of rights. Notwithstanding any other provision of this Consent Decree, the United States, the State of Florida, and FDEP reserve, and this Consent Decree is without prejudice to, all rights against Defendants with respect to all matters other than those expressly specified in the covenant not to sue set forth in Paragraph 12 of this Section, including, but not limited to:

a. claims based upon a failure of the Defendants to meet a requirement of this Consent Decree;

- b. criminal liability;
- c. any subrogated claims paid or to be paid by the Fund in connection with the Tampa Bay Oil Spill;
- d. any subrogated claims paid or to be paid by the Florida Fund in connection with the Tampa Bay Oil Spill.

14. Reservations of rights by the State of Florida. Notwithstanding any other provision of this Consent Decree, the State of Florida reserves, and this Consent Decree is without prejudice to, the State's right to continue to pursue its Petition for Certiorari to the U.S. Supreme Court with regard to the Eleventh Amendment issue decided by the Eleventh Circuit Court of Appeals in consolidated Case No.s 96-3494, 96-3727, and 96-3605. Moreover, the Defendants reserve, and this Consent Decree is without prejudice to, the Defendants' right to oppose the State's Petition for Certiorari to the U.S. Supreme Court with regard to the Eleventh Amendment issue decided by the Eleventh Circuit Court of Appeals in consolidated Case No.s 96-3494, 96-3727, and 96-3605. The Defendants also reserve the right to contend that the State's Petition for Certiorari is moot.

VIII. Covenant By Defendants

15. Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the Plaintiffs, their employees, agents, experts or contractors with respect to the Tampa Bay Oil Spill and/or allegations contained in the Amended Complaint and agree to the dismissal with prejudice of all administrative and judicial actions pending against the Plaintiffs which arose out of the Tampa Bay Oil Spill, including the following:

In RE: The Complaint of Bouchard et al., Case No. 94-233-CIV-T-23B, (M.D.

Fla.) (Cross-complaints by Limitation Plaintiff against the state and federal claimants);

In RE: The Complaint of Maritrans et al., Case No. 94-227-CIV-T-23B, (M.D. Fla.) (Cross-complaints by Limitation Plaintiff against the state and federal claimants);

Bouchard et al. v. Department of Env'tl. Protection, Case No. 94-4269 Div. "P," 13th Judicial Circuit, Hillsborough County, Florida;

Bouchard et al. v. United States et al., Case No. 96-3494 (11th Cir.) (Against the state and federal claimants);

Maritrans et al. v. United States et al., Case No. 96-3727 (11th Cir.) (Against the state and federal claimants);

Tsacaba et al. v. United States et al., Case No. 96-3605 (11th Cir.); (Against the state and federal claimants);

Bouchard et al. v. Department of Env'tl. Protection, Case No. 94-895 1st District Court of Appeal, State of Florida;

Maritrans et al. v. Department of Env'tl. Protection, Case No. 94-896, 1st District Court of Appeal, State of Florida.

In addition, the Defendants waive any potential or pending claims against the Fund and/or against the Florida Fund for reimbursement of costs, claims or damages in excess of any alleged limitation under federal or state law, and any other pending or potential claim of Defendants against the Fund and/or the Florida Fund arising out of the Tampa Bay Oil Spill.

16. Reservations of rights by the Defendants. Notwithstanding any other provision of this Consent Decree, the Defendants reserve, and this Consent Decree is without prejudice to, the Defendants' right to continue to pursue their Petition for Certiorari to the U.S. Supreme Court with regard to the Rule F concursus issue decided by the Eleventh Circuit Court of Appeals in consolidated Case No.s 96-3494, 96-3727, and 96-3605. Moreover, the Plaintiffs'

reserve, and this Consent Decree is without prejudice to, the Plaintiffs' right to oppose the Defendants' Petition for Certiorari to the U.S. Supreme Court with regard to the Rule F concursus issue decided by the Eleventh Circuit Court of Appeals in consolidated Case No.s 96-3494, 96-3727, and 96-3605. Neither the State's nor the Defendant's Petition for Certiorari shall have any effect on the terms, conditions, obligations, and effectiveness of this Consent Decree.

IX. Costs

17. Each Party shall bear its own litigation costs, including attorneys' fees, in the actions resolved by this Consent Decree.

X. Modification

18. There shall be no modifications or amendments of this Consent Decree without further order of this Court.

XI. Notices

19. Whenever under the terms of this Consent Decree notice is required to be given by one Party to another, it shall be directed to the following individuals at the addresses specified below, unless it is otherwise specifically provided in this Consent Decree. Any change in the individuals designated by any Party must be made in writing to the other Parties. Any correspondence submitted to the Plaintiffs shall include a reference to the case caption and index number of this court action.

As to the United States, NOAA and DOI:

Chief
Environmental Enforcement Section
Environment & Natural Resources

U.S. Department of Justice
1425 New York Avenue, N.W.
Washington, D.C. 20005

Stephanie W. Fluke
NOAA Office of General Counsel, Southeast Region
9721 Executive Center Drive, North
Suite 137
St. Petersburg, FL 33703

Harriet Deal
U.S. Department of the Interior
Office of Regional Solicitor
Suite 304, 75 Spring Street, S.W.
Atlanta, Georgia 30303

As to FDEP

Maureen M. Malvern
Assistant General Counsel
Florida Department of Environmental Protection
3900 Commonwealth Blvd., MS 35
Tallahassee, Florida 32399-3000

As to Tsacaba Shipping Co., Inc., Hiong Guan Navegacion Co., Ltd.; Dowa Line America, Ltd.; Asian Dragon Shipping Inc.; Balsa Navegacion S.A.; Britannia Steamship Insurance Association Limited; M/V BALSA 37

Timothy P. Shusta
Hayden & Milliken, P.A.
615 De Leon Street
Tampa, Florida 33606-2736

As to Bouchard Transportation Co., Inc.; Tug Captain Fred Bouchard Inc.; B No. 155 Corporation TUG CAPT FRED BOUCHARD; BARGE 155

Carl R. Nelson
Fowler, White, Gillen, Boggs, Villareal & Banker, P.A.
P.O. Box 1438
501 East Kennedy Blvd, Suite 1700
Tampa, Florida 33601

As to Maritrans Operating Partners LP; Maritrans General Partner Inc.; TUG SEAFARER;
and BARGE OCEAN 255

Robert B. Parrish
Mosely, Warren, Prichard & Parrish
501 West Bay Street
Jacksonville, Florida 32202

As to West of England Ship Owners Mutual Insurance Association (Luxembourg)

Eugene J. O'Connor
Freehill, Hogan & Mahar
80 Pine Street
New York, New York 10005-1759

XII. Effective and Termination Dates

20. This Consent Decree shall be effective upon the date of its entry by the Court.

The Consent Decree shall be deemed terminated upon the Defendants' receipt of a Certificate of Acceptance as provided in Exhibit C.

XIII. Retention of Jurisdiction

21. This Court shall retain jurisdiction of this matter until termination of this Consent Decree.

22. The Plaintiffs retain the right to seek to enforce the terms of this Consent Decree and take any action authorized by federal or state law not inconsistent with the terms of this Consent Decree to achieve or maintain compliance with the terms and conditions of this Consent Decree or otherwise.

XIV. Public Notice Requirements

23. The Parties acknowledge that final approval by the United States and the entry of this Consent Decree are subject to public notice and comment requirements.

XV. Signatories/Service

24. Each undersigned representative of the Defendants to this Consent Decree, the General Counsel of the Florida Department of Environmental Protection, and the Assistant Attorney General for Environment and Natural Resources of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree, and to execute and legally bind such party to this document.

25. Defendants hereby agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified Defendants in writing that it no longer supports entry of the Consent Decree.

26. Defendants shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of Defendants with respect to all matters arising under or relating to this Consent Decree. Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

SO ORDERED THIS ____ DAY OF _____, 1998.

UNITED STATES DISTRICT JUDGE

ATTEST:

BY:

DEPUTY CLERK

(SEAL)

FOR THE UNITED STATES:

Lois J. Schiffer
LOIS J. SCHIFFER

Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Date: 1/27/99

James A. Lofton
JAMES A. LOFTON

Senior Counsel
Environmental Enforcement Section
Environment & Natural Resources Division
U.S. Department of Justice
1425 New York Avenue, N.W.
Washington, D.C. 20005

Date: 1/27/99

CHARLES R. WILSON
United States Attorney
Middle District of Florida

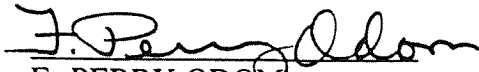
By:

Warren Zimmerman
WARREN ZIMMERMAN

Assistant United States Attorney
Middle District of Florida
400 North Tampa Street, Suite 3200
Tampa, Florida 33602

Date: _____

FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



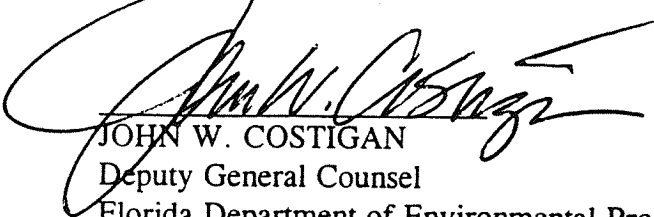
F. PERRY ODOM

General Counsel

Florida Department of Environmental Protection

3900 Commonwealth Boulevard

Tallahassee, Florida 32399-3000



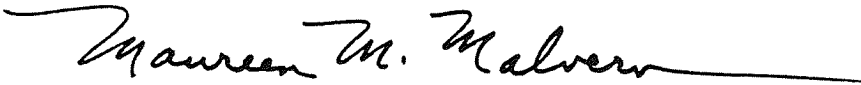
JOHN W. COSTIGAN

Deputy General Counsel

Florida Department of Environmental Protection

3900 Commonwealth Boulevard, M.S. 35

Tallahassee, Florida 32399-3000



MAUREEN M. MALVERN

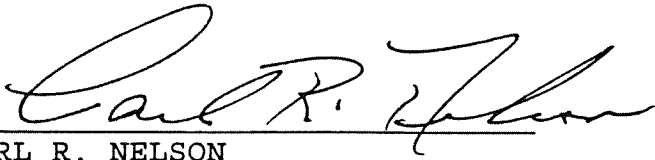
Senior Assistant General Counsel

Florida Department of Environmental Protection

3900 Commonwealth Boulevard, M.S. 35

Tallahassee, Florida 32399-3000

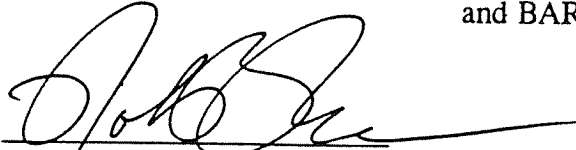
FOR BOUCHARD TRANSPORTATION CO., INC.,
TUG CAPTAIN FRED BOUCHARD INC.,
B NO. 155 CORPORATION,
TUG CAPT FRED BOUCHARD,
and BARGE 155

A handwritten signature in cursive script, appearing to read 'Carl R. Nelson', written over a horizontal line.

CARL R. NELSON

Fowler, White, Gillen, Boggs, Villareal & Banker, P.A.
P.O. Box 1438
501 East Kennedy Blvd., Suite 1700
Tampa, Florida 33601

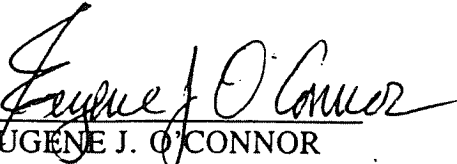
MARITRANS OPERATING PARTNERS LP,
MARITRANS GENERAL PARTNER INC.,
TUG SEAFARER,
and BARGE OCEAN 255

A handwritten signature in dark ink, appearing to read 'R. B. Parrish', with a long horizontal flourish extending to the right.

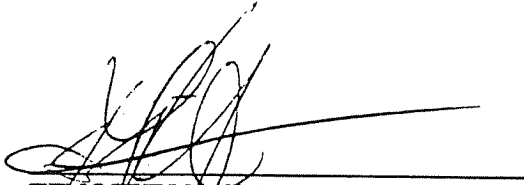
ROBERT B. PARRISH

Mosely, Warren, Prichard & Parrish
501 West Bay Street
Jacksonville, Florida 32202

WEST OF ENGLAND SHIP OWNERS MUTUAL INSURANCE ASSOCIATION
(LUXEMBOURG)


EUGENE J. O'CONNOR
Freehill, Hogan & Mahar
80 Pine Street
New York, New York 10005-1759

FOR TSACABA SHIPPING CO., INC.,
HONG GUAN NAVEGACION CO., LTD.,
DOWA LINE AMERICA CO., LTD.,
ASIAN DRAGON SHIPPING, INC.
BALSA NAVEGACION, S.A.
BRITANNIA STEAM SHIP INSURANCE ASSOCIATION LIMITED,
and M/V BALSA 37



TIMOTHY P. SHUSTA
Hayden & Milliken, P.A.
615 De Leon Street
Tampa, Florida 33606