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Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

UNITED STATES OF AMERICA, ) No.  
)  
Plaintiff, )  
) **PLEA AGREEMENT**  
v. )  
)  
IMC SHIPPING CO. PTE. LTD., )  
)  
Defendant. )  
\_\_\_\_\_ )

**Unless the parties jointly inform the Court in writing of any additional agreements, this document in its entirety contains the terms of the plea agreement between the defendant and the United States. This agreement is limited to the District of Alaska and the Environmental Crimes Section of the Department of Justice; it does not bind other federal, state, or local prosecuting authorities.**

**I. TERMS OF THE AGREEMENT**

**A. Terms of Agreement**

The defendant, IMC SHIPPING CO. PTE. LTD (IMC), agrees to plead guilty to a three-count information in this case. Any agreements the parties have on sentencing recommendations and guideline applications are set forth in Section III. IMC will waive all rights to appeal the conviction and sentence imposed under this agreement, and will waive all rights to collaterally attack the conviction and sentence, except on the grounds of ineffective assistance of counsel or the voluntariness of the plea.

**B. Federal Rule of Criminal Procedure 11**

Under the terms of this agreement IMC will plead guilty to a three-count information charging IMC in Counts 1 and 2 with discharges in violation of the Refuse Act, 33 U.S.C. §§ 407, 411; and in Count 3 with killing migratory birds in violation of the Migratory Bird Treaty Act, 16 U.S.C. §§ 703, 707(a). The parties expressly agree that this plea agreement is entered into pursuant to Rule

11(c)(1)(C) of the Federal Rules of Criminal Procedure as discussed below. Under the terms of this agreement, the parties may only withdraw from this agreement if the Court deviates from the sentencing recommendations made by the parties as outlined in this agreement in Section III.

**C. Waiver of Claim for Attorney Fees and Costs**

Because this is a negotiated resolution of the case, the parties waive any claim for the award of attorney fees and costs from the other party.

**D. Breach**

The parties agree that if the Court finds that IMC has breached this agreement, or if IMC's guilty pleas are rejected, withdrawn, set aside, vacated or reversed, at any time, the United States will be free to prosecute IMC on all charges covered by this agreement, including any charges that might have been brought but for this agreement.

**E. Full Description of Conduct**

This agreement does not limit the rights of any party to provide the Court with a full description of the Defendant's conduct, correct inaccuracies at any time, or speak at the time of sentencing consistent with the recommended provisions set forth in the agreement. The parties agree to allocute at sentencing in favor of the joint recommendation regarding the appropriate sentence, as set

*forth in this agreement at Section III.*

## **II. CHARGES, ELEMENTS, FACTUAL BASIS AND STATUTORY PENALTIES**

### **A. Charges**

IMC agrees to plead guilty to a three-count information charging IMC in Counts 1 and 2 with discharges in violation of the Refuse Act, 33 U.S.C. §§ 407, 411; and in Count 3 with killing migratory birds in violation of the Migratory Bird Treaty Act, 16 U.S.C. §§ 703, 707(a).

### **B. Elements**

The elements of the misdemeanor charges to which IMC is pleading guilty are as follows:

#### **1. Counts 1 and 2, Refuse Act:**

First, the defendant did discharge refuse from a ship;

Second, the discharge was into a navigable water;

Third, the defendant did not have a permit to make the discharge.

#### **2. Count 3, MBTA:**

First, the defendant caused the death of migratory birds;

Second, the defendant did not have permission, nor was it authorized by law, to kill the birds.

### **C. Factual Basis**

The United States has conducted an extensive investigation into the facts surrounding the grounding of the M/V Selendang Ayu. This investigation involved many technical and complex issues, and the investigation included depositions taken of witnesses by the U.S. Attorney's office, as well as numerous interviews conducted by agents of the U.S. Environmental Protection Agency Criminal Investigation Division, the U.S. Coast Guard, and the Federal Bureau of Investigation, as well as evidence collection by the U.S. Fish and Wildlife Service Office of Law Enforcement, and review of voluminous records and documents, and consultation with IMC's and the government's experts. The National Transportation Safety Board (NTSB) also conducted a casualty investigation.

Under the Clean Water Act, it is a misdemeanor to negligently discharge oil into waters of the United States, and federal courts have held that the United States need only prove that ordinary negligence caused a discharge to sustain a conviction for a negligent discharge of oil. The United States believes it is in a position to seek an indictment of IMC charging a false statement count for the actions of the ship's crew regarding the initial statements made by agents of IMC, including the vessel's captain, to the U.S. Coast Guard and the NTSB regarding the casualty, and charging a misdemeanor count for a negligence violation of the

Clean Water Act for the actions of the company and crew leading up to the grounding.

IMC, for its part, recognizes its vicarious liability for the crew's misstatements to the NTSB and the U.S. Coast Guard in some of the initial interviews, but disputes that the grounding was the result of any negligence on the part of IMC or any of its affiliates or agents. In recognition of the cooperation of IMC in the investigation by the United States, and consistent with the policies of the Department of Justice set out in the Principles of Federal Prosecution of Business Organizations, and the Environmental Crimes Section's Voluntary Disclosure Policy, the United States has agreed to forego False Statement and Clean Water Act charges against IMC.

The parties agree that in December 2004, the M/V Selendang Ayu, operated by IMC, was traveling the Great Circle Route through the Aleutian chain in Alaska when it went aground near the north shore of Unalaska Island, west of Skan Bay in the Bering Sea. Unalaska Island is within the Alaska Maritime National Wildlife Refuge (Refuge). On December 6, 2004, the discovery of a crack in the engine's number three cylinder liner led the crew to shut down the engine. The ship drifted for three days in high winds and heavy seas while the crew attempted to repair the engine. The crew was never able to restart the engine.

On December 8, 2004, the M/V Selendang Ayu ran aground on the north shore of Unalaska Island, Alaska west of Skan Bay.

The Refuge where the ship went aground hosts the largest nesting population of seabirds in North America. The Refuge is a significant site for migratory seabirds both nationally and internationally. The Refuge's primary functions are to facilitate scientific research regarding the health of the ocean and promote conservation of seabirds. As a result of the grounding of the Selendang Ayu, approximately 340,000 gallons of bunker oil spilled into the ocean killing migratory birds in numbers into the thousands, and oiling 20 miles of coastline and spilling thousands of metric tons of soy beans into the Bering Sea.

The parties disagree about the cause of the crack in the cylinder liner of the engine on the M/V Selendang Ayu. The government believes its evidence would show that the crack in the cylinder that precipitated the engine shutdown and subsequent inability to restart the engine was caused by improper maintenance and inappropriate operation of the engine exacerbated by the forecasted heavy weather experienced by the ship along the Great Circle Route. IMC disagrees with the government's conclusions regarding the maintenance and operation of the ship's engine and believes that the evidence would show that the crack in the cylinder liner was not caused by improper maintenance or inappropriate operation of the

engine.

The parties agree that since the incident IMC has acted in a responsible manner by cooperating with the investigation by the United States. It cooperated as requested in the NTSB investigation into the Selendang Ayu casualty, making witnesses available to the NTSB, and providing the NTSB with documents relating to the vessel. When IMC learned that Captain Singh, the master of the vessel, had made false statements to the NTSB regarding the incident, and had instructed other crew members to do so as well, IMC insisted that the crew-witnesses correct their statements and made all of the crew available to the NTSB for further questioning. The NTSB has indicated that as a result of IMC's intervention the master's actions did not hinder the investigation.

IMC also cooperated as requested in the investigation conducted by the U.S. Attorney's Office into the M/V Selendang Ayu casualty. It voluntarily accepted subpoenas and produced thousands of pages of documents to the United States relating to the vessel. It made foreign witnesses available to the United States in Singapore and in Anchorage, who would otherwise have been beyond the subpoena power of the United States, and voluntarily shared technical information regarding the incident with federal investigators.

IMC has also cooperated as and whenever requested by state and federal



authorities overseeing the cleanup of oil spilled as a result of the incident.

#### **D. Statutory Penalties**

The maximum statutory penalties applicable to the charges to which the organizational defendant is pleading guilty, based on the facts to which the defendant will admit in support of the guilty pleas, are as follows:

##### Counts 1, 2 and 3:

- two times the pecuniary loss caused by the offense pursuant to the Alternative Fines Act, 18 U.S. C. § 3571(d);
- five years probation;
- restitution;
- a \$125 mandatory special assessment for Counts 1 and 2 charging Class A misdemeanors, and \$50 for Count 3 charging a Class B misdemeanor, pursuant to 18 U.S.C. § 3013.

### **III. JOINT SENTENCING RECOMMENDATION**

#### **A. Sentencing Guidelines**

The parties agree that the version of the advisory United States Sentencing Guidelines (U.S.S.G.) incorporating guidelines amendments through November 1, 2002, shall cover these offenses to the limited extent that the guidelines apply in this context. The parties further agree that pursuant to U.S.S.G. § 8C2.1

(commentary) and § 8C2.10 of the United States Sentencing Guidelines, which pertain to the sentencing of organizations, the guidelines do not determine fine range in environmental cases, but rather leave such determination to the sound discretion of the Court in accordance with 18 U.S.C. §§ 3553, 3571 and 3572.

**B. Sentence Recommendation**

**1. Agreed upon Sentence**

The parties agree, pursuant to Fed. R. Crim. P. 11(c)(1)(C), that the following is an appropriate disposition of this matter:

- \$10,000,000 penalty to be paid as specified below in paragraph III.B.2;
- A three year term of probation during which IMC must comply with special conditions of probation set forth in paragraph III.C below; and
- A \$300 special assessment.

The parties agree that no amount of the criminal penalty shall reduce IMC's civil liability to any person or entity, including any federal, state or local government agency. The parties agree that IMC is bound only by facts specifically admitted by IMC in this agreement.

**2. Method of Payment**

In regard to the imposition of the \$10,000,000 penalty and special

assessments of \$300 at sentencing, the parties agree that only \$9,000,000, in penalties and \$300 in special assessments for a total of \$9,000,300, will be due in full and that the remaining \$1,000,000 of the total \$10,000,000 penalty will be held in abeyance as follows: if IMC fails, in a material manner, to implement special conditions of probation set forth in paragraph III.C below, the Court may order IMC to pay an amount up to the \$1,000,000 of this penalty held in abeyance. Additionally, if IMC violates, in a material manner, any of the terms of probation then the Court may order as penalties for probation violations any amount up to the \$1,000,000 held in abeyance.

No later than two business days prior to sentencing, as scheduled by the Court, IMC shall notify the U.S. Attorney's Office that IMC's counsel is in possession of \$9,000,300, in its client funds account with which to pay IMC's penalties and special assessments. The total criminal penalty will be paid as set out below:

- a. Count 1 charging a violation of the Refuse Act, 33 U.S.C. §§ 407, 411, totaling \$3.5 as follows:
  - (1) \$1,500,000 fine to be paid in full on the day of the entry of the pleas to the Clerk of Court;
  - (2) \$1,500,000 to be paid in full within ten days of the entry

of the pleas to the National Fish and Wildlife Foundation for the purpose of conducting an Aleutian Islands risk assessment of the shipping hazards for that area as well as projects identified by the risk assessment. This amount is to be paid as community service pursuant to U.S.S.G. § 8B1.3 and in furtherance of satisfying the sentencing principles provided for under 18 U.S.C. § 3553(a);

(3) \$500,000 fine to be held in abeyance and paid only in the event the Court orders a penalty pursuant to a probation violation in any amount up to \$500,000.

b. Count 2 charging a violation of the Refuse Act, 33 U.S.C.

§§ 407, 411, totaling \$3.5 as follows:

- (1) \$1,500,000 fine to be paid in full to the Clerk of Court on the day of the entry of the pleas;
- (2) \$1,500,000 to be paid in full within ten days of the entry of the pleas to the National Fish and Wildlife Foundation for the purpose of conducting an Aleutian Islands risk assessment of the shipping hazards for that area as well

as projects identified by the risk assessment. This amount is to be paid as community service pursuant to U.S.S.G. § 8B1.3 and in furtherance of satisfying the sentencing principles provided for under 18 U.S.C. § 3553(a);

- (3) \$500,000 fine to be held in abeyance and paid only in the event the Court orders a penalty pursuant to a probation violation in any amount up to \$500,000.

c. Count 3 charging a violation of the Migratory Bird Treaty Act, 16 U.S.C. §§ 703, 707(a) totaling \$3,000,000, as follows:

- (1) \$2,000,000 fine to be paid in full on the day of the entry of the pleas to the Clerk of Court; by operation of law, specifically, 16 U.S.C. § 406(b), this fine amount shall be directed to the Department of the Interior to carry out approved wetlands conservation projects;
- (2) \$1,000,000 to be paid in full within ten days of the entry of the pleas to the National Fish and Wildlife Foundation for the purpose of funding projects for the Alaska National Marine Wildlife Refuge system. This amount is

to be paid as community service pursuant to U.S.S.G. § 8B1.3 and in furtherance of satisfying the sentencing principles provided for under 18 U.S.C. § 3553(a).

### **3. Community Service**

As discussed above \$4,000,000 of the criminal penalty is to be paid to the National Fish and Wildlife Foundation (NFWF) by IMC as community service pursuant to U.S.S.G. § 8B1.3 and in furtherance of satisfying the sentencing principles provided for under 18 U.S.C. § 3553(a). The monies paid to the NFWF shall be directed to the Alaska Maritime National Wildlife Settlement Fund and used for the purposes set forth above and accounted for to Congress in annual reports required by 16 U.S.C. § 3706(b). The explicit goal of IMC's required community service is to fund an assessment of risks associated with the shipping industry traveling through the areas near or affecting the Alaska National Maritime Refuge, and projects identified to minimize those risks (Counts 1 and 2), and other environmental projects and initiatives authorized by the NFWF designed for the benefit, preservation and restoration of the coastal environment and ecosystems in the Alaska National Maritime Refuge, specifically projects affecting the Aleutian Islands Unit of the Refuge (Count 3).

The NFWF is a congressionally-mandated, charitable and nonprofit

corporation, established pursuant to 16 U.S.C. §§ 3701–3709. Its purposes include the acceptance and administration of "private gifts of property for the benefit of, or in connection with, the activities and services of the United States Fish and Wildlife Service," and the performance of "such other activities as will further the conservation and management of the fish, wildlife, and plant resources of the United States, and its territories and possessions, for present and future generations of Americans." Id. § 3701(b)(1), (2). The NFWF is empowered to "do any and all acts necessary and proper to carry out" these purposes, including, specifically, solicitation, acceptance, and administration of "any gift, devise or bequest . . . of real or personal property." Id. § 3703(c)(1), (7).

The payments made by IMC for community service as set out above are made as a condition of probation incidental to a criminal conviction. As such, IMC agrees it will not characterize, publicize or refer to the payment as anything other than payment of a criminal penalty.

### **C. Special Conditions of Probation**

IMC will serve a three year period of probation with a special condition that IMC will hire an auditor approved by the United States to review engine maintenance /performance—including trending and analysis of data collected and how that data is collected—of the IMC fleet and report findings and

recommendations during the probation period to the U.S. Attorney's Office and the U.S. Probation Office (U.S.P.O.). IMC will also appoint a Responsible Corporate Officer to ensure compliance with this special condition of probation.

**1. Auditor**

- a. IMC will retain an auditor approved by the U.S. Attorney's Office at IMC's expense prior to the time of sentencing;
- b. IMC will submit a copy of the contract between the auditor and IMC to the U.S. Attorney's Office that details the scope of the audit. IMC agrees to give the auditor full access to IMC's records, employees, facilities and vessels necessary to make a meaningful evaluation of IMC's current operations;
- c. The auditor will prepare a draft report of his findings and furnish it to the U.S.P.O. and the U.S. Attorney's Office at the same time it is given to IMC no later than one year from the date of sentencing;
- d. The parties may deliver comments about the draft report to the auditor who may consider these comments. The



auditor will prepare a final report of his findings and recommendations and will furnish them to the U.S.P.O., IMC, and the U.S. Attorney's Office within six months of submitting the draft report;

- e. IMC will submit a written response to the U.S.P.O. and the U.S. Attorney's Office specifying what actions IMC will take to correct any noted deficiencies within six months of the final report;
- f. The auditor will submit quarterly reports to the U.S.P. O. and the U.S. Attorney's Office detailing the implementation of measures to address noted deficiencies. Compliance with the recommendations of the audit will remain under the supervision of the Court for the duration of the term of probation.

**2. Responsible Corporate Officer**

- a. IMC will appoint an IMC employee as a responsible corporate officer ("RCO"), who will have requisite knowledge of IMC obligations under this agreement and the authority to insure that the obligations are fully

implemented, and who will be directly responsible for overseeing the audit and implementing the recommendations;

- b. The U.S. Attorney's Office must approve the selection of the RCO. IMC will identify the RCO to the Court at the time of sentencing;
- c. The RCO will review and sign all submissions to the Court and U.S.P.O. relevant to the audit and compliance process.

**D. Corporate Authorization**

One week prior to the execution of this plea agreement, IMC will provide to the U.S. Attorney's Office and to the Court written evidence, in the form of a resolution of its Board of Directors sufficient under the laws of Singapore, certifying that the defendant is authorized to plead guilty to the information in this case, and to enter into and comply with all provisions of this agreement. The resolution shall further certify that an identified individual is authorized to take these actions and that all corporate formalities, including but not limited to, approval by defendant's directors, required for such authorization have been observed.

The defendant agrees that Yuelin Yang, as General Counsel for IMC, will be authorized to appear on its behalf, to enter its guilty pleas and to represent it for imposition of its sentence.

#### **IV. WAIVER OF TRIAL, APPELLATE RIGHTS, AND COLLATERAL ATTACK RIGHTS**

##### **A. Trial Rights**

Being aware of the following, IMC waives these trial rights:

- The right to a speedy and public trial by jury on the factual issues establishing guilt or any fact affecting the mandatory minimum and statutory penalties, and any issue affecting any interest in any assets subject to forfeiture;
- The right to object to the composition of the trial jury;
- The right to plead not guilty or to persist in that plea if it has already been made;
- The right to be presumed innocent and not to suffer any criminal penalty unless and until the defendant's guilt is established beyond a reasonable doubt;
- The right to be represented by counsel at trial and if necessary to have counsel appointed at public expense to represent the defendant at trial -- the defendant is not waiving the right to

have counsel continue to represent the defendant during the sentencing phase of this case;

- The right to confront and cross examine witnesses against the defendant, and the right to subpoena witnesses to appear on the defendant's behalf.

**B. Appellate Rights**

The defendant waives the right to appeal the convictions resulting from the entry of guilty pleas to the charges set forth in this agreement. The defendant further agrees that if the Court imposes the sentence as contemplated in this agreement the defendant waives without exception the right to appeal on all grounds contained in 18 U.S.C. § 3742 the sentence the Court imposes.

**C. Collateral Attack Rights**

The defendant agrees to waive all rights to collaterally attack the resulting convictions and/or sentence—including terms or conditions of, and any fines, community service, or restitution—the Court imposes. The only exceptions to this collateral attack waiver are as follows: 1) any challenge to the conviction or sentence alleging ineffective assistance of counsel, based on information not now known to the defendant and which, in the exercise of reasonable diligence, could not be known by the defendant at the time the Court imposes sentence; and 2) a

challenge to the voluntariness of the defendant's guilty pleas.

**V. ADDITIONAL AGREEMENTS BY UNITED STATES**

The United States agrees that it will not prosecute the defendant or its affiliates or agents, including but not limited to Ayu Navigation Sdn Bhd, Wawasan Bulk Services Sdn Bhd and IMC Transworld Ltd. further for any other offense now known arising out of the subject of the investigation related to the charges brought in the information in this case and the defendant's admissions set forth in Section II C. Provided, however, if the defendant's guilty pleas are rejected, withdrawn, vacated, reversed, or set aside, or if the defendant's sentence is vacated, reversed, set aside, or modified, at any time, in any proceeding, for any reason, the United States will be free to prosecute the defendant and its affiliates and agents on all charges arising out of the investigation of this case.

**VI. DEFENDANT'S ACCEPTANCE AND UNDERSTANDING OF THE TERMS OF THIS PLEA AGREEMENT**

On behalf of IMC, being of sound mind and under no compulsion or threats, or promises not otherwise contained in this document, knowing that I will be put under oath at the entry of plea hearing to tell the truth, do hereby state IMC's agreement to and understanding of this agreement as follows:

- A. IMC wishes to enter a plea of guilty to Counts 1, 2, and 3 of the

Information filed in this case in which IMC is charged with discharges in violation of the Refuse Act, 33 U.S.C. §§ 407, 411, in Counts 1 and 2; and killing migratory birds in violation of the Migratory Bird Treaty Act, 16 U.S.C. §§ 703, 707(a), in Count 3.

**B.** IMC's attorney has explained the charges to which IMC is pleading guilty and the necessary elements, and the consequences of the guilty pleas.

**C.** IMC is admitting that the allegations against IMC in Counts 1, 2 and 3, of the information and the factual basis for IMC's plea are true.

**D.** IMC's understands that by pleading guilty IMC gives up and waives the following rights:

- The right to plead not guilty or to persist in that plea if it has already been made;
- The right to a speedy and public trial by a jury on the issue of guilt;
- The right to object to the composition of the petit jury;
- The right to be presumed innocent and not to suffer any criminal penalty unless and until IMC's guilt is established beyond a reasonable doubt;
- The right to be represented by a lawyer at trial and if necessary

to have a lawyer appointed to represent IMC at trial—IMC understands it is not waiving the right to have counsel represent IMC during the sentencing phase of the case;

-- The right to confront and cross examine witnesses against IMC, and the right to subpoena witnesses to appear on IMC's behalf.

E. IMC is fully aware that if IMC were convicted after a trial and sentence were imposed on IMC thereafter, IMC would have the right to appeal any aspect of the conviction and sentence. Knowing this, IMC voluntarily waives the right to appeal its conviction and sentence, as described above. Furthermore, IMC also knowingly and voluntarily agrees to waive the right under 18 U.S.C. § 3742 to appeal any aspect of the sentence imposed in this case, if the Court imposes a sentence within the parameters of this agreement. Furthermore, IMC knowingly and voluntarily waives the right to collaterally attack any aspect of the conviction, judgment or sentence, except for a challenge based upon ineffective assistance of counsel, based on information not now known by IMC and which, in the exercise of due diligence, could not be known by IMC by the time the Court imposes the sentence, which information affected either the guilty plea or the sentence imposed by the Court. IMC is fully satisfied with the representation given by its attorney. IMC has discussed all possible defenses to the charges with

its attorney. He has investigated the case and followed up on any information and issues IMC has raised with him to IMC's satisfaction and has taken the time to fully explain the legal and factual issues involved in IMC's case to IMC's satisfaction. IMC and its attorney have discussed how the United States Sentencing Commission Guidelines have a limited application in this case, as well as the statutes applicable to IMC's offense and any other factors that will affect the sentence calculation in this case.

F. IMC further understands that if IMC pleads guilty, there will not be a trial and that the Court will ask me under an oath to answer questions about this offense on behalf of IMC. I understand that I may be prosecuted if I make false statements or give false answers.

G. IMC understands that the Court has the ultimate discretion to either accept or reject this agreement. IMC understands that it will only be allowed to withdraw from this agreement if the Court deviates from the sentencing agreement made between the parties.

H. IMC understands that anything that it discusses with its attorney is privileged and confidential, and cannot be revealed without IMC's permission. Knowing this, IMC agrees that this document will be filed with the Court.

I. This document contains all of the agreements made between IMC and



the United States regarding IMC's plea. There are no other promises, assurances, or agreements between IMC, IMC's attorney, and the United States that have affected IMC's decision to change its plea or to enter into this agreement. If there were, I would so inform the Court. IMC understands that if the Court finds that IMC has breached this agreement, the United States will be free to prosecute IMC on all charges arising out of the investigation of this case and any charges not brought as a result of this agreement.

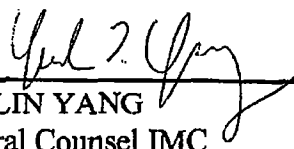
J. I have read this plea agreement carefully and understand it thoroughly. I know of no reason why the Court should find me incompetent to enter into this agreement or to enter a plea on behalf of IMC. IMC enters into this agreement knowingly and voluntarily. I therefore wish to enter a plea of guilty on behalf of IMC to the information filed in this case in which IMC is charged with Refuse Act, 33 U.S.C. §§ 407, 411 in Counts 1 and 2; and with killing migratory birds in violation of the Migratory Bird Treaty Act, 16 U.S.C. §§ 703, 707(a) in Count 3.

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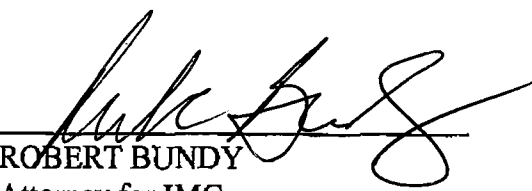
[Signatures on the following page.]

DATED: 8/14/07

  
\_\_\_\_\_  
YUELIN YANG  
General Counsel IMC  
On behalf of the Defendant IMC

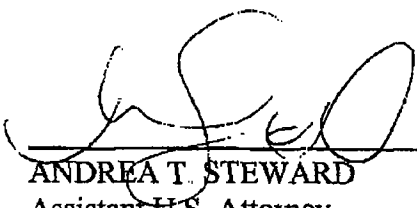
As counsel for the defendant, I have discussed with IMC the terms of this plea agreement, have fully explained the charges to which IMC is pleading guilty and the necessary elements, all possible defenses, and the consequences of these pleas. Based on these discussions, I have no reason to doubt that the defendant is knowingly and voluntarily entering into this agreement and entering pleas of guilty. I know of no reason to question the competency of IMC to make these decisions. If, prior to the imposition of sentence, I become aware of any reason to question the defendant's competency to enter into this plea agreement or to enter pleas of guilty, I will immediately inform the Court.

DATED: 8/14/07

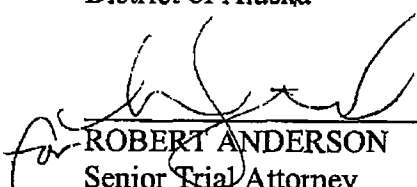
  
\_\_\_\_\_  
ROBERT BUNDY  
Attorney for IMC

On behalf of the United States, the following accept IMC's offer to plead guilty under the terms of this plea agreement.

DATED: 8/13/07

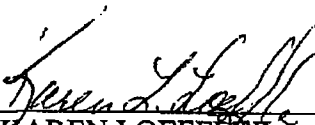
  
\_\_\_\_\_  
ANDREA T. STEWARD  
Assistant U.S. Attorney  
District of Alaska

DATED: 8/13/07

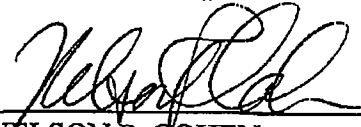
  
\_\_\_\_\_  
ROBERT ANDERSON  
Senior Trial Attorney  
DOJ, Environment Crimes Section

[Signatures continued on next page.]

DATED: 8/13/07

  
\_\_\_\_\_  
KAREN LOEFFLER  
Criminal Chief  
District of Alaska

DATED: 8/9/2007

  
\_\_\_\_\_  
NELSON P. COHEN  
United States Attorney  
District of Alaska