

SETTLEMENT AGREEMENT AMONG THE UNITED STATES DEPARTMENT OF THE INTERIOR, On Behalf Of THE U.S. FISH AND WILDLIFE SERVICE, THE MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE, THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE MAINE DEPARTMENT OF CONSERVATION, AND H. O. BOUCHARD, INC.

I. Introduction

The United States Department of the Interior, on behalf of the U.S. Fish and Wildlife Service ("FWS"), the State of Maine by the Maine Department of Environmental Protection ("DEP"), the Maine Department of Inland Fisheries and Wildlife ("DIFW"), and the Maine Department of Conservation ("DOC") (the three latter agencies are referred to collectively as the "State Trustees") and H. O. Bouchard, Inc. ("Bouchard") (all referred to collectively as the "Parties") enter into this Settlement Agreement to resolve, without litigation, the FWS's and the State Trustees' civil claims under the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 *et seq.* ("OPA 90"), and the Maine Oil Discharge Prevention and Pollution Control law, 38 M.R.S.A. §§ 541 *et seq.*, for damages for injuries to natural resources resulting from the oil spill from Bouchard's tanker truck into Sanborn Pond and environs in Brooks, Maine, which occurred on September 21, 2001 (the "Incident"). The FWS and the State Trustees are co-trustees of the injured natural resources, and this Settlement Agreement is executed on behalf of the FWS and the State Trustees as co-trustees. The execution of this Agreement shall not constitute, nor is it in any way, an admission by any of the Parties of any liability.

II. Parties Bound

The provisions of this Settlement Agreement shall be binding upon the Parties and all of their officers, directors, agents, servants, employees, predecessors in interest, successors in interest, assigns, and all persons, firms, subsidiaries, divisions, or corporations acting under or for them relating to the Incident.

III. Definitions

Unless otherwise expressly provided herein, terms used in this Settlement Agreement which are defined in OPA 90 or in the natural resource damage assessment regulations promulgated under OPA 90 shall have the meaning assigned to them in OPA 90 or in such regulations.

IV. Payment of Certain Costs and Damages

A. Within thirty (30) days from the receipt of all signatures of the Trustees, Bouchard shall pay to the co-trustees a total of one hundred twenty five thousand dollars (\$125,000), to be paid to the Department of the Interior, for deposit into the Department's Natural Resource Damage Assessment and Restoration Fund, to be utilized by the FWS and the State Trustees jointly for the restoration, rehabilitation, replacement, or acquisition of the equivalent of natural resources injured in the Incident, including for their costs of restoration planning and oversight. All funds in the account, including any interest or return on investment thereon, shall be held in the account solely for joint use by the Trustees. The Department of the Interior shall not make any charge against the funds for investment, management, or any other services provided with respect to operation of the account.

B. Payment of the amount set forth in Section IV.A to the Department of the Interior, on behalf of the co-trustees, shall be in the form of a check payable to the Department of the Interior, in accordance with instructions to be provided to Bouchard by the FWS. At the time of payment, Bouchard shall send written notices of payment and copies of any transmittal documentation to the following:

Mark Barash
Office of the Regional Solicitor
U.S. Department of the Interior
Suite 612, One Gateway Center
Newton MA 02458

Edward Logue
Director, Eastern Maine Regional Office
Department of Environmental Protection
106 Hogan Road
Bangor ME 04401

C. Should Bouchard fail to make the payment required in Section IV.A when due, it shall pay as stipulated penalties for each day or portion thereof that said payment is overdue until the cumulative accrued amount is paid in full, five hundred dollars (\$500).

D. Bouchard shall be liable for attorneys' fees and costs incurred by the FWS and/or the

State Trustees to collect any amount due under this Settlement Agreement that is not timely paid as defined in Section IV.A above.

**V. Release and Reservation of Rights
by the FWS and the State Trustees**

In consideration of the payments to be made by Bouchard, FWS and the State Trustees release and agree not to assert any claims against Bouchard, its successors, or its corporate officers, directors, employees, contractors, insurers, or subsidiaries acting in their capacities as such, for (i) damages for injury to, destruction of, loss of, or loss of use of, natural resources arising from the Incident, including natural resource damage assessment and restoration monitoring costs associated with the Incident; and (ii) other than as set forth in Section IV above, for costs, attorneys' fees, other fees, or expenses incurred by the FWS and the State Trustees to recover such natural resource damages in connection with the Incident.

This release is not effective until, and is conditioned upon, complete and satisfactory performance by Bouchard of its obligations under Section IV of this Settlement Agreement.

VI. Release by Bouchard

Bouchard hereby releases and agrees not to assert any claims or causes of action against the United States or the State of Maine, including any of their departments, agencies or instrumentalities, or their employees, agents, experts or contractors, for claims related to the Incident, including but not limited to:

- i) any direct or indirect claim for reimbursement from the Oil Spill Liability Trust Fund pursuant to 33 U.S.C. §§ 2708 and 2713 or any other provisions of law;
- ii) any claims arising out of any response activities undertaken for the United States or the State of Maine;
- iii) any claims for costs, attorneys fees, other fees, or expenses incurred in connection with the Incident.

VII. Effective Date

The effective date of this Settlement Agreement shall be the date of the last of the signatures on the Settlement Agreement.

VIII. Signatories

Each undersigned representative of Bouchard, the DEP, the DOC, the DIFW, and the FWS certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind such party to this document.

VIII. Entire Agreement

This Agreement constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Agreement and supersedes all prior agreements and understandings, whether oral or written. No other document, nor any representation, inducement, agreement, understanding, or promise constitutes any part of this Agreement or the settlement it represents, nor shall it be used in construing the terms of this Agreement.

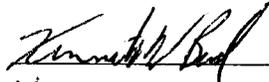
IX. Modification

The terms of this Agreement may be modified only by a subsequent written agreement signed by all of the Parties.

X. Execution

This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Bouchard and the other Parties may exchange facsimile or PDF signatures as evidence of execution, with original signatures to be exchanged within seven (7) days after PDF or facsimile delivery of the signatures.

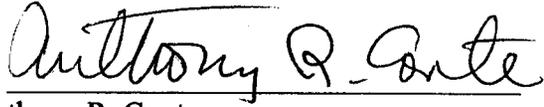
FOR H. O. BOUCHARD



Kenneth W Beal
Treasurer

Date: 9/5/07

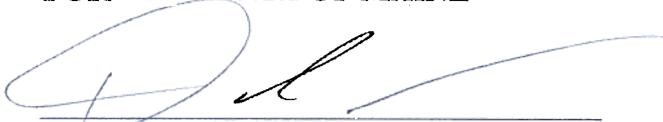
**FOR THE U.S. DEPARTMENT OF THE INTERIOR
on behalf of the U.S. FISH AND WILDLIFE SERVICE:**



Date: 9-26-07

Anthony R. Conte,
Regional Solicitor
U.S. Department of the Interior

FOR THE STATE OF MAINE



David P. Littell, Commissioner
Maine Department of Environmental Protection
State Trustee for Natural Resources

Date: 20 SEPT 07

FOR THE STATE OF MAINE

Patrick K. McGowan, Commissioner
Maine Department of Conservation
State Trustee for Natural Resources

Date: _____

FOR THE STATE OF MAINE

Roland D. Martin, Commissioner
Maine Department of Inland Fisheries and Wildlife
State Trustee for Natural Resources

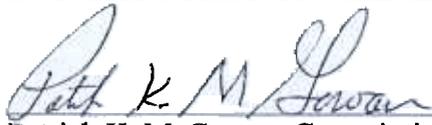
Date: _____

FOR THE STATE OF MAINE

David P. Littell, Commissioner
Maine Department of Environmental Protection
State Trustee for Natural Resources

Date: _____

FOR THE STATE OF MAINE



Patrick K. McGowan, Commissioner
Maine Department of Conservation
State Trustee for Natural Resources

Date: 9-25-07

FOR THE STATE OF MAINE

Roland D. Martin, Commissioner
Maine Department of Inland Fisheries and Wildlife
State Trustee for Natural Resources

Date:

FOR THE STATE OF MAINE

David P. Littell, Commissioner
Maine Department of Environmental Protection
State Trustee for Natural Resources

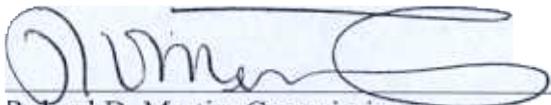
Date: _____

FOR THE STATE OF MAINE

Patrick K. McGowan, Commissioner
Maine Department of Conservation
State Trustee for Natural Resources

Date: _____

FOR THE STATE OF MAINE



Roland D. Martin, Commissioner
Maine Department of Inland Fisheries and Wildlife
State Trustee for Natural Resources

Date: 9/21/07