

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
SECOND JUDICIAL DISTRICT AT NOME

STATE OF ALASKA, )  
)  
Plaintiff, )  
)  
v. )  
)  
CROWLEY MARINE SERVICES, INC.; )  
CROWLEY MARITIME CORPORATION; )  
NORTHLAND FUEL, LLC; YUKON FUEL )  
COMPANY; NORTHLAND VESSEL )  
LEASING COMPANY LLC, and YUTANA )  
BARGE LINES, LLC, )  
) Case No.: 2NO-04- \_\_\_\_\_ CIV  
Defendants. )  
\_\_\_\_\_ )

**CONSENT DECREE**

**Preamble**

Plaintiff State of Alaska filed its Complaint herein and defendants, CROWLEY MARINE SERVICES, INC. and CROWLEY MARITIME CORPORATION (collectively, “Crowley”), NORTHLAND FUEL, LLC (“Northland Fuel”); YUKON FUEL COMPANY (“YFC”), YUTANA BARGE LINES, LLC (“Yutana”), and NORTHLAND VESSEL LEASING COMPANY LLC (“NVLC”)<sup>1</sup>; were duly served with the Summons and Complaint. Defendants, by and through their undersigned attorneys, have consented to the entry of this Consent Decree without trial or adjudication of any issue of fact or law herein. This Consent Decree does not constitute

<sup>1</sup> YFC, Yutana, and NVLC are referred to collectively as the “Sellers.”

any evidence against or admission by any party with respect to any issue of law or fact herein or in the Complaint.

### **RECITALS**

WHEREAS, YFC is a wholly owned subsidiary of Northland Fuel, and owns and operates a business delivering and selling petroleum products to end users and other customers in Western Alaska, employing various barges, tug boats, storage facilities and other assets to this end;

WHEREAS, NVLC is a wholly owned subsidiary of Northland Fuel, and holds title to most of the barges and boats used in YFC's business, which NVLC bareboat charters to Yutana, and which Yutana then time charters to YFC;

WHEREAS, Crowley owns and operates a business similar to YFC's, employing similar assets, delivering and selling petroleum products into some of the same locales in competition with YFC, and bidding for some of the same contracts;

WHEREAS, concurrently with the filing of this Consent Decree, the Defendants have executed agreements (together, the "Crowley/Sellers Purchase Agreement"), a copy of each of which has been provided to the Attorney General, pursuant to which the Sellers have agreed to sell, and Crowley has agreed to purchase, all or substantially all of the assets of Sellers (the "Acquisition"),<sup>2</sup> subject to certain conditions set forth therein, including that the Court enter an order approving this Consent Decree;

WHEREAS, the Acquisition will combine under Crowley's sole ownership all of YFC's assets used for delivery of petroleum products in Western Alaska, and the

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<sup>2</sup> Pursuant to the Crowley/Sellers Purchase Agreement, Crowley has also agreed to acquire from Northland Fuel all of the outstanding capital stock of Service Oil & Gas, Inc. ("SOG"). SOG operates a land-based fuel distribution business, primarily in South Central Alaska.

Attorney General believes that these assets when combined with Crowley's assets will constitute a significant portion of all assets currently located and available in Western Alaska that are necessary to compete in the relevant markets for delivered petroleum products;

WHEREAS, the Defendants claim the Acquisition will eliminate certain inefficiencies that Crowley and Sellers, operating separately, currently experience, including, among other things, (1) combining their diverse fleets to enable more efficient distribution of products during the relatively limited warm-weather periods during which such deliveries must be made in a timely fashion, (2) eliminating redundancies in their operations, and (3) combining the purchasing function and aggregating the quantities to be purchased from refineries;

WHEREAS, the State of Alaska ("State"), through its Attorney General, alleges in its complaint that the Acquisition is unlawful under Alaska and federal antitrust law (the allegations in the State's complaint are re-alleged and incorporated herein);

WHEREAS, the State has brought this action against Defendants on behalf of the people of Alaska, and in the State's capacity in *parens patriae*;

WHEREAS, prompt divestiture of certain assets is an essential element of the agreement among the parties to resolve this matter, and concurrently with the filing of this Consent Decree, Crowley and Delta Western, Inc. ("Delta Western") have executed agreements (collectively the "Crowley/Delta Western Agreement"), a copy of which has been provided to the Sellers and the undersigned Assistant Attorney General, pursuant to which Crowley has agreed to divest to Delta Western, and Delta Western has agreed to purchase from Crowley, assets described herein, subject to the Court's approval of this Consent Decree;

WHEREAS, Crowley and YFC own and operate the only tank farms in or immediately near the City of Bethel;

WHEREAS, Crowley's tank farm facility in the City of Bethel (the "Crowley Tank Farm") was recently put into operation in October of 2003, and has approximately five million gallons of capacity; and YFC's tank farm facility in the City of Bethel (the "YFC Tank Farm" and together with the Crowley Tank Farm the "Bethel Tank Farms") has approximately ten million gallons of capacity, of which approximately one million gallons is likely to be eliminated due to age irrespective of the proposed Acquisition;

WHEREAS, new or expanded competition in the relevant markets for marine-delivered fuel products to Western Alaska could be impeded by the limited availability of tank farm storage capacity in and near the City of Bethel;

WHEREAS, pursuant to the Crowley/Delta Western Agreement, Crowley has agreed to divest storage capacity from the Bethel Tank Farms in accordance with the terms of this Consent Decree in order to facilitate Delta Western's expanded sales in the region, subject to the Court's approval;

WHEREAS, Delta Western is one of the largest tug and barge companies on the West Coast of the United States and one of the most experienced tug and barge operators in the United States, including experience with operating in Western Alaska;

WHEREAS, the State has determined that Delta Western is adequately qualified to purchase and operate the assets described in this Consent Decree, and to provide strong competition in the delivery of petroleum products in the relevant market;

WHEREAS, neither the execution or entry of this Consent Decree nor the terms hereof are intended to alter, modify, supplement, or rescind in any way the respective rights or obligations of the Defendants related to the Acquisition;

WHEREAS, Defendants do not admit, and continue to deny, that such transaction is unlawful;

WHEREAS, the Court has made no determination of any violation of law;

WHEREAS, the State and Defendants wish to avoid litigation and to resolve the controversy on mutually acceptable terms;

WHEREAS, the Defendants have agreed to be bound by the provisions of this Consent Decree;

WHEREAS, the Attorney General believes the terms of this Consent Decree are fair and reasonable and in the public's interest.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

**I.**

**JURISDICTION**

This Court has jurisdiction over the subject matter of this action pursuant to AS 45.50.582 and over each of the parties hereto. Venue is proper in this Judicial District pursuant to Alaska Civil Rule 3. The Complaint states a claim upon which relief may be granted against the Defendants under Alaska antitrust law. The Attorney General of the State of Alaska, Gregg D. Renkes, has authority to bring this action pursuant to AS 45.50.580.

**II.**

**DEFINITIONS**

As used in this Consent Decree:

A. “Defendants” means the defendants listed in the State’s complaint filed in this matter.

B. “Delta Western” means Delta Western, Inc.

C. “Crowley” means Crowley Marine Services, Inc. and Crowley Maritime Corporation, together.

D. “YFC” means Yukon Fuel Company.

E. “Yutana” means Yutana Barge Lines, LLC.

F. “Northland Fuel” means Northland Fuel LLC.

G. “NVLC” means Northland Vessel Leasing Company, LLC.

H. “Attorney General” means the Alaska Attorney General.

I. “Western Alaska” means the coastal regions of Alaska from Bristol Bay north to Point Hope, and inland regions west of Alaska’s road system.

J. “Relevant Market” means the market for marine-delivered petroleum products in the relevant geographic area, which includes the State of Alaska or parts thereof.

### **III.**

#### **APPLICABILITY**

A. The provisions of this Consent Decree apply to Defendants, their successors and assigns, and all other persons in active concert or participation with any of them who shall have received actual notice of this Consent Decree by personal service or otherwise.

B. Nothing herein shall be deemed to have been created for the benefit of any third party and nothing herein shall be construed to provide any rights to third parties, specifically including, without limitation, plaintiffs Alaska Village Electric Cooperative, Inc.; Inn Electric Cooperative, Inc.; Kotzebue Electric Cooperative, Inc.; Naknek Electric Cooperative, Inc.; City of Nome d/b/a Nome Joint Utility System; Nushagak Electric and Telephone Cooperative, Inc.; and Unalakleet Valley Electric Cooperative,

Inc.; together who have filed a lawsuit titled *Alaska Village Electric Co-op, et al. v. Crowley Marine Services, Inc. et al.*, Case No. 2NO-03-174 Civ., an action pending in Alaska Superior Court, in the Second Judicial District, at Nome.

#### IV.

#### DIVESTITURE OF ASSETS

A. Crowley is hereby ordered and directed, following the consummation of the Acquisition, to divest, absolutely and in good faith, two sets of tugs and barges designed and currently able to transport petroleum products in Western Alaska. These assets shall be in good condition, immediately available for use in Western Alaska, and have all applicable Coast Guard approvals and/or certificates necessary for the intended use of serving shallow-draft areas for deliveries of petroleum products in Western Alaska. The barges shall be of sufficient capacity to enable Delta Western to compete effectively for the delivery of fuel to these areas considering the availability of storage facilities, contract volumes necessary for profitable operations, and other factors. These assets shall be divested according to the following schedule:

1. Crowley shall close the aforesaid divestiture transaction and completely divest the assets within 60 days after approval of this Consent Decree.

2. If, notwithstanding the exercise of its good faith best efforts, Crowley is unable to close the transactions and divest the assets described herein within 60 days after approval of this Consent Decree, Crowley may apply to the Attorney General for additional time to close such transactions and divest the assets, as the Attorney General deems appropriate. The decision to grant any such additional extension of time rests within the sound discretion of the Attorney General and his decision upon such request shall be final.

B. The purpose of divesting these assets is to ensure their continued use in Western Alaska for delivered petroleum products and to remedy the lessening of competition that might otherwise result from the proposed Acquisition as alleged in the State's Complaint. This section shall be interpreted and construed to accomplish this intent to the fullest extent possible.

**V.**

**DIVESTITURE OF STORAGE CAPACITY IN BETHEL**

A. Crowley is hereby ordered and directed, following the consummation of the Acquisition, to divest four million gallons of fuel storage capacity in Bethel, on fair and reasonable terms, to Delta Western under the following conditions:

1. There shall be no restriction on the amount of fuel Delta Western may run through (or "throughput") the Bethel Tank Farms so long as Delta Western does not exceed four million gallons of capacity at any given time, unless agreed to by the parties;

2. Subject to the provisions hereof, Crowley shall allow Delta Western to store any combination of fuel types and in any amount requested by Delta Western, including but not limited to all grades of gasoline and diesel fuel, heating oil, aviation gas and Jet A; the storage requested by Delta Western shall be reasonably compatible with the overall storage capacity and tank assignments made from time to time by Crowley for annual throughput requirements, and Crowley shall be required to make its tank assignments in good faith taking due account of capacity commitments requested by Delta Western on a timely basis.

3. Subject to any contractual or other arrangements with the City of Bethel, Delta Western and Crowley shall have equitable, nondiscriminatory loading



rights to the Bethel fuel dock so that each will have access to the dock when needed. Neither Delta Western nor Crowley shall interfere with the other's equitable access to the Bethel fuel dock.

4. Crowley shall allow Delta Western full access to the Bethel Tank Farms, including equitable access to all loading racks. Neither Delta Western nor Crowley shall interfere with the other's equitable access to ensure Delta Western has access to its fuel supply as if it were an owner of the Bethel Tank Farms.

5. Upon reasonable advance notice to Crowley, Delta Western may provide unused storage capacity to Crowley on terms and conditions mutually agreed upon by the parties. Nothing in this paragraph shall prevent Delta Western from selling, leasing, or assigning any part of its storage capacity to other third parties.

B. In addition to the initial storage capacity of four million gallons, Crowley shall give Delta Western the option of acquiring additional storage capacity at the Bethel Tank Farms under the following conditions:

1. If Crowley expands its storage capacity in Bethel beyond 14 million gallons, it shall give Delta Western the option of acquiring up to 29% of the additional capacity on substantially the same terms as the initial four million gallon divestiture.

2. Notwithstanding paragraph (B)(1), Crowley is not required to provide Delta Western with additional capacity if Delta Western has constructed its own storage facility in Bethel or has otherwise acquired rights to use any other such storage capacity in Bethel.

C. The storage capacity divestiture (including any such divestiture under paragraph B above) in Bethel shall be for an initial term of 10 years with four five year

renewal options. The terms of the divestiture may include provisions that allow Crowley to adjust the amount charged to Delta Western upon each renewal to reflect additional operational costs incurred by Crowley during this time that are not already included in the original lease amount.

D. The storage capacity divestiture in Bethel shall terminate if Delta Western builds a competing facility in Bethel with at least 4 million gallons of storage capacity, or such other lesser amount of capacity as may be determined by the Attorney General to resolve competitive concerns.

E. It is the intent of this section to allow Crowley to charge an amount for storage capacity that equals its actual cost of providing the storage (including actual cost of construction and operation) plus a reasonable return. It is not the intent of this section to allow a storage charge that is excessive or unreasonable considering the goal of this Consent Decree to foster competition for the delivery of petroleum products.

## **VI.**

### **DIVESTITURE OF STORAGE CAPACITY AT OTHER FACILITIES**

A. Crowley is ordered and directed to make available, on a non-discriminatory basis, seasonal throughput storage capacity at its facilities in Nome, Kotzebue, and St. Michael under the following conditions. For purposes hereof, “seasonal throughput” means barge-in/barge-out temporary storage during open-water shipping season, and shall not include, among other things, storage for rack sale or delivery:

1. Upon reasonable notice, Crowley must allow other competitors to store fuel at these facilities, and may not refuse storage unless there is no space in the facility. Crowley will use its best efforts, consistent with good business practices, to

consolidate its products to maximize the space available for storage by others. Crowley shall not shift its products or use these facilities in any manner that intentionally or unreasonably limits the amount of storage capacity available to others.

2. Crowley shall make its Kotzebue dock facilities available to all shippers of commercial quantities of petroleum products on a non-discriminatory basis. Crowley shall maintain the right to schedule the use of the Kotzebue dock facility, but may not exercise this right so as to make the facilities unavailable to Crowley's competitors under reasonable and normal business practices.

3. Crowley may not charge more than the prevailing competitive market rate for seasonal throughput storage at these facilities and other facilities similarly situated, which at the time of the approval of this Consent Decree is approximately 6 cents per gallon. Nothing herein shall prevent Crowley from charging a lesser amount at its discretion, or a greater amount according to market conditions.

4. Crowley shall refrain from selling petroleum products from its storage facilities in Nome, Kotzebue and St. Michael at discriminatory rates. It is the intent of this paragraph that Crowley shall not discriminate against any of its customers because the customer is also a competitor of Crowley.

5. Crowley is not required to offer storage space at these facilities if the entity requesting storage builds a storage facility or otherwise acquires access to storage capacity in the area that can be used for the same purpose. It shall not constitute a violation hereof for Crowley to refuse to do business with any firm or individual that is not credit worthy in Crowley's reasonable judgment, or for legitimate safety concerns.

B. It is the intent of this section to facilitate competition in the delivery, transportation, storage, and sale of petroleum products to coastal and inland areas of Western Alaska. This section shall be interpreted and construed to accomplish this intent to the fullest extent possible. Crowley agrees that it will not use its ownership and control of these facilities in any manner that will restrain competition.

C. The terms of this Consent Decree shall replace and supercede the “*Agreement regarding Crowley Maritime Corporation’s Acquisition of Chevron Tank Farms in Nome and Kotzebue*” executed on or about July 26, 1985, between the State and Crowley.

## **VII. OPTIONS ON PROPERTY IN BETHEL**

A. Crowley is the owner of certain property in Bethel identified as Lot 40 within U.S. Survey No. 4117. Crowley is ordered and directed to make this property available for sale at fair market value to Delta Western as part of this Consent Decree. If Delta Western declines to purchase the property, Crowley may offer the property for sale to third parties. Before completing the sale of the property to a third party, Crowley must provide Delta Western the opportunity to purchase the property on substantially the same terms and conditions offered by the third party. If the offer made by the third party is not a bona fide, good faith offer, Delta Western shall have the option of purchasing the property at the fair market value.

B. YFC is the lessee of a parcel of property located adjacent to the YFC tank farm, consisting of approximately 14.97 acres. YFC leases this property from William Hately under lease No. 01-ONC-01 (the “Hately lease”). The term of the lease is

25 years beginning on April 1, 2001. Subject to the receipt of all required third party consents, this lease will be assigned to Crowley as part of the Acquisition. Crowley is directed and ordered to give Delta Western the option to take an assignment of all of Crowley's rights and duties under this lease at any time in the next five years. If Crowley receives a bona fide, good faith offer from a third party to take an assignment of the lease after this time, Crowley must first give Delta Western the option to take an assignment of the lease, on the same terms and conditions contained in the original lease with YFC.

C. If for any reason Crowley is unable to obtain an assignment of the Hately lease, and therefore unable to offer Delta Western an option on the lease consistent with paragraph B above, the Attorney General retains the authority to consider and implement any appropriate remedy consistent with the intent of this Consent Decree to foster and insure competition.

D. Crowley agrees it will not unreasonably withhold its consent to give Delta Western all necessary easements, or to enter necessary agreements to access or traverse property owned by Crowley for the purpose of connecting new tank farm facilities constructed by Delta Western to the Bethel Dock or other loading/unloading facilities that are required for the operation of the newly constructed tank farm. It is the intent of this paragraph that Crowley will not use its property ownership status as a means to interfere with or impede the construction and practical use of new tank facilities in Bethel.

## VIII.

### OTHER REMEDIAL PROVISIONS

A. Crowley is ordered and directed, following the consummation of the Acquisition, to provide Delta Western with private office space at the combined facility of YFC and Crowley in Bethel. The office space provided must be of a size and configuration suitable for the daily management and operation of Delta Western's fuel business in Bethel. The space must be located so as to minimize the potential for illegal communications between Crowley and Delta Western concerning the marketing and sales strategy of each company.

B. Crowley is ordered and directed, following the consummation of the Acquisition, to provide Delta Western with suitable space at the combined Crowley/YFC facility for the purpose of erecting or placing a sign of the same general size and nature as the largest sign used by Crowley at the combined facility. The location chosen must be at least as visible and noticeable as other prominent signs at the facility.

C. Crowley is ordered and directed, following the consummation of the Acquisition, to allow Delta Western to use its facilities in Bethel for tug and barge docking and loading/unloading in accordance with other provisions of the Consent Decree.

D. Crowley shall not engage in any conduct that directly or indirectly interferes with Delta Western's ability to operate its fuel business in a competitive manner consistent with the purpose and goals of this Consent Decree.

## **IX.**

### **PROHIBITION ON ACQUIRING DIVESTED ASSETS**

For a period of 20 years from the date this Consent Decree is entered, Crowley, either individually or jointly, shall not acquire any of the assets or the right to utilize fuel storage capacity divested pursuant to this Consent Decree without the prior approval of the Attorney General. The Attorney General shall approve or disapprove a request to acquire divested assets or storage capacity within 60 days of receipt of a written request for approval. Failure to act within this time will be deemed an approval by the Attorney General.

## **X**

### **SALE OF CROWLEY OR YFC TANK FARM**

For the term of this Consent Decree, Crowley shall not dispose of the Bethel Tank Farms except in accordance with all applicable antitrust and other laws of the State of Alaska and the United States. Crowley agrees to provide the Attorney General with 30 days notice before executing a sale of the Bethel Tank Farms.

## **XI.**

### **COMPLIANCE INSPECTION**

A. For the purpose of determining or securing compliance with this Consent Decree, and subject to any legally recognized privilege, authorized representatives of the State, including consultants and other persons, shall, upon the written request of the Attorney General, and on reasonable notice to Crowley, be permitted:

1. Access during office hours to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of Crowley, which may have counsel present, relating to this Consent Decree; and
2. Subject to the reasonable convenience of Crowley and without restraint or interference from them, to interview directors, officers, employees, and agents of Crowley, which may have counsel present, regarding any such matters.

B. Upon written request, Crowley shall submit written reports as requested by the State concerning the matters contained in this Consent Decree.

C. No information nor any documents obtained by the means provided in this paragraph nor the Crowley/Sellers Purchase Agreement or the Crowley/Delta Western Purchase Agreement shall be divulged by any representative of the State to any person other than a duly authorized representative of the Alaska Attorney General, except for the purpose of enforcing compliance with this Consent Decree, or as otherwise required by law or directed by the court.

## **XII.**

### **NOTICES**

Any notices required by this Consent Decree shall be delivered to the parties at the following addresses:



A. For the State of Alaska:

Attorney General's Office  
Attn: Clyde E. Sniffen, Jr.  
Assistant Attorney General  
1031 W. 4<sup>th</sup> Avenue, #200  
Anchorage, AK 99501  
(907) 269-5200  
(907) 276-8554 (fax)

B. For Defendants Crowley:

Jesse W. Markham, Jr.  
Morrison & Foerster LLP  
425 Market Street  
San Francisco, CA 94105-2482  
(415) 268-7448  
(415) 268-7522 (fax)

and

William P. Verdon,  
Senior Vice President & General Counsel  
Crowley Maritime Corporation  
Lake Merritt Towers  
155 Grand Avenue  
Oakland, California 94512  
(510) 251-7574  
(510) 251-7610 (fax)

C. For Defendant Sellers:

Yukon Fuel Company  
Attn: Mark Smith, President  
7941 Sandlewood Place, Suite 100  
Anchorage, AK 99507  
(907) 777-5508  
(907) 777-5556 (fax)

with a copy to:

Patton Boggs LLP  
Attn: Douglas J. Serdahely, Esq.  
601 West Fifth Avenue, Suite 700  
Anchorage, AK 99501  
(907) 263-6310  
(907) 263-6345 (fax)

### **XIII.**

#### **RETENTION OF JURISDICTION**

Jurisdiction is retained by this court for the purpose of enabling any of the parties to this Consent Decree to apply to this court at any time for such further orders and directions as may be necessary or appropriate for the construction, implementation, or modification of any of the provisions of this Consent Decree, for the enforcement of compliance herewith, and for the punishment of any violations hereof.

### **IX.**

#### **OTHER RELIEF**

A. If Defendants fail to comply with the terms of this Consent Decree, the Court may order appropriate relief pursuant to AS 45.50.580 on motion of the State for cause.

B. The State is awarded its expert fees of \$17,500. Defendants shall pay this sum to the State within thirty (30) days of entry of this Consent Decree.

**XV.**

**VOLUNTARY ACT OF THE PARTIES**

The parties hereto expressly acknowledge and agree that this Consent Decree is voluntarily entered into as the result of arm's-length negotiation, and all parties hereto were represented by counsel in deciding to enter into this Consent Decree.

**XVI.**

**PUBLIC COMMENT**

This Consent Decree is being submitted by the parties to the court for approval pursuant to AS 45.50.584. In accordance with this procedure, the Consent Decree does not become final until 60 days after its filing. During this 60-day period, interested persons may file verified exceptions to the form or substance of the Consent Decree, and after a hearing on such exceptions, the court may approve or refuse to enter the Consent Decree. Copies of all such verified exceptions shall be served by the submitting person on the parties to the Consent Decree for their review, and each party may respond to such exceptions at the hearing as each party deems appropriate or as directed by the court. Defendants agree to publish, at Defendants' expense, notice, the form and contents of which are subject to the State's approval, of the execution and terms of the Consent Decree, the place or places at which members of the public may obtain copies of the Consent Decree and/or any summaries thereof or comments thereon prepared by the parties, and the procedure for submitting verified exceptions thereto. Such notice shall be published in the Anchorage Daily News, Fairbanks Daily News-Miner and the Juneau Empire on two occasions, the first being within ten (10) days after Crowley/Yukon Consent Decree

the lodging of this Consent Decree with the court, and the second between ten (10) and twenty (20) days after the lodging of this Consent Decree with the court. Other notice as necessary to inform residents in Western Alaska may also be required by the court.

**XVII.**

**CONSUMMATION OF MERGER**

The Acquisition may not be consummated prior to entry of an order by the court approving this Consent Decree.

**XVIII.**

**TERMINATION**

This Consent Decree will expire on the 30<sup>th</sup> anniversary of the date of its entry, or upon order of this court for good cause. This Consent Decree will automatically terminate upon any termination of the Crowley/Sellers Purchase Agreement without the consummation of the Acquisition.

**XIX.**

**PUBLIC INTEREST**

The terms of this Consent Decree are fair and reasonable and the entry thereof is in the public's interest.

STATE OF ALASKA  
GREGG D. RENKES  
ATTORNEY GENERAL

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Clyde E. Sniffen Jr.  
Alaska Bar # 8906036  
Assistant Attorney General

CROWLEY MARINE SERVICES, INC.

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Bruce Love  
Corporate Secretary

CROWLEY MARITIME CORPORATION

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
William P. Verdon  
Senior Vice President  
General Counsel

YUKON FUEL COMPANY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Herman E. Schliesing  
Vice President

NORTHLAND VESSEL LEASING  
COMPANY LLC

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Herman E. Schliesing  
Senior Vice President

YUTANA BARGE LINES, LLC

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Michael J. Doan  
Manager

NORTHLAND FUEL, LLC

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Herman E. Schliesing  
Vice President

**[PROPOSED] ORDER**

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Alaska Superior Court Judge