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2 Environment and Natural Resources Division  
U.S. Department of Justice  
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6 Washington, D.C. 20044  
(202) 514-4080

7 PETER KEISLER  
Assistant Attorney General  
8 KEVIN V. RYAN  
United States Attorney  
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Attorney in Charge, West Coast Office  
10 Torts Branch, Civil Division  
U.S. Department of Justice  
11 7th Floor Federal Bldg., Room 7-5395  
12 P.O. Box 36028, 450 Golden Gate Avenue  
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13 Telephone: (415) 436-6648  
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14 [mike.underhill@usdoj.gov](mailto:mike.underhill@usdoj.gov)

15 Attorneys for Plaintiff United States  
(see listing of additional counsel on following page)

16 IN THE UNITED STATES DISTRICT COURT  
17 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

18 UNITED STATES OF AMERICA,  
19 Plaintiff,  
20 v.  
21 ALL OCEANS TRANSPORTATION, INC.,  
22 ITALIA MARITTIMA S.P.A. (FORMERLY  
23 LLOYD TRIESTINO DI NAVIGAZIONE),  
24 YANG MING MARINE TRANSPORT  
CORPORATION, *in personam*, M/V YM  
25 PROSPERITY, *in rem*,  
26 Defendants.

RECEIVED

JUL 25 2006

RICHARD W. WELLS  
CLERK U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

E-filing

JF  
RS

) CASE NO:  
) IN ADMIRALTY 4519  
) CONSENT DECREE

1 THEODORE H. ADKINSON  
2 Keesal, Young & Logan  
3 400 Oceangate  
4 P.O. Box 1730  
5 Long Beach, CA 90801-1730

6 Attorney for Defendant Yang Ming Marine Transport Corporation and All Oceans  
7 Transportation, Inc., *in personam*, and M/V YM PROSPERITY, *in rem*

8 JOHN E. HOLLOWAY  
9 Hunton & Williams  
10 500 East Main Street  
11 Norfolk, VA 23510

12 Attorney for Defendant Italia Marittima S.p.A

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1 This Consent Decree is made and entered into by and between the United States of  
2 America, on behalf of the National Oceanic and Atmospheric Administration ("NOAA"); and the  
3 M/V PROSPERITY (previously named the M/V MED TAIPEI), *in rem* ("MED TAIPEI"); All  
4 Oceans Transportation, Inc. ("All Oceans"), the owner of the vessel; Italia Marrassimo S.p.A.  
5 (formerly Lloyd Triestino Di Navigazione) ("Italia Marrassimo"), the time charterer of the vessel  
6 and owner of some of its containers; and Yang Ming Marine Transport Corporation ("Yang  
7 Ming"), the manager of the vessel, *in personam* (collectively "Defendants").

#### 8 BACKGROUND

9 A. On or about February 26, 2004, the MED TAIPEI completed cargo loading  
10 operations in the port of Oakland, California and departed en route to the port of Los Angeles.

11 B. The MED TAIPEI, while traveling through the Monterey Bay National Marine  
12 Sanctuary ("MBNMS" or the "Sanctuary"), lost approximately fifteen loaded shipping  
13 containers. These containers, containing a variety of products, including car tires, sofas and  
14 wheelchair accessories, are believed to be located on the ocean floor at approximate depths of  
15 2000-4000 feet.

16 C. The alleged cause of the foregoing Loss of Containers was, in part, the method of  
17 container stowage conducted at the loading port in Oakland, California. Certain container  
18 locking-positioning assemblies (deck foot holds) were allegedly either missing or damaged, and  
19 certain welds on deck foot holds allegedly failed to penetrate the deck plating sufficiently.

20 D. The MED TAIPEI, a Liberian flagged vessel, is owned by All Oceans and  
21 operated and managed by Yang Ming. The M/V MED TAIPEI was on time charter to Italia  
22 Marrassimo. The containers were owned and/or leased by Italia Marrassimo and other parties  
23 listed in Attachment A to this Consent Decree.

24 E. To date, only one of the containers has been located. This container was found  
25 within the MBNMS at an approximate depth of 4000 feet and approximately 16 miles off the  
26 California coastline.

27 F. It is believed that the containers most likely landed in deepwater habitats with a  
28

1 diverse biota. Monterey Bay is one of the most biologically diverse bodies of water in the world.  
2 Injuries to Sanctuary resources likely include physical crushing or smothering of benthic  
3 organisms and their habitats, chemical changes in benthic sediments as containers deteriorate,  
4 and entrapment of mobile organisms by container contents, such as cyclone fencing. As  
5 containers deteriorate and spill their contents over the Sanctuary floor, the injury imprint will  
6 increase.

7 G. Pursuant to the National Marine Sanctuaries Act ("NMSA") (formerly the Marine  
8 Protection, Research, and Sanctuaries Act), 16 U.S.C. §§ 1431-45, any person who destroys,  
9 causes the loss of, or injures any sanctuary resources is liable to the United States for response  
10 costs and damages resulting from such destruction, loss or injury to resources. Concurrent with  
11 the lodging of this Consent Decree, the United States is filing a complaint seeking damages and  
12 costs related to injuries that were and may in the future be caused by the Loss of the Containers  
13 and their contents.

14 H. Pursuant to the NMSA, "damages" includes, *inter alia*: the cost of replacing,  
15 restoring, or acquiring the equivalent of a sanctuary resource ("primary restoration"); the value of  
16 the lost use of the resource pending its restoration or replacement or the acquisition of an  
17 equivalent resource ("compensatory restoration"); the cost of damage assessments; the  
18 reasonable cost of monitoring appropriate to the injured, restored or replaced resources; and the  
19 cost of enforcement actions undertaken by the Secretary in response to the destruction or loss of,  
20 or injury to, a sanctuary resource. 16 U.S.C § 1432(6).

21 I. NOAA has determined that removal of the containers may not be feasible and a  
22 formal assessment of the injuries inflicted by the containers is not appropriate.

23 J. Pursuant to 16 U.S.C. §§ 1436, 1437(d), the Secretary of Commerce may assess  
24 civil penalties against any person who destroys, causes the loss of, or injures any sanctuary  
25 resource.

26 K. Pursuant to this Consent Decree, defendants will pay to the United States the sum  
27 of \$3,250,000.00 to address claims pursuant to 16 U.S.C. §§ 1436, 1437(d) and 1443.  
28

1 L. The Parties, without the necessity of trial or adjudication of any issues of fact or  
2 law and without any admission of liability by Defendants agree, and the Court finds, that this  
3 Consent Decree is fair, reasonable, and in the public interest.

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

5 I. DEFINITIONS

6 1. Unless otherwise specified, terms used in this Consent Decree which are defined under  
7 the NMSA shall have the meaning assigned to them in the NMSA. Whenever the following  
8 terms are used in this Consent Decree, the definition specified hereinafter shall apply:

9 a. "The Act" or "NMSA" means the National Marine Sanctuaries Act, 16 U.S.C. §§ 1431  
10 *et seq.*;

11 b. "Compensatory Restoration" means the restoration undertaken to compensate the  
12 public for value of the lost use of sanctuary resources and services resulting from their injury or  
13 destruction until full restoration and recovery of those resources and services to baseline has been  
14 attained;

15 c. "Consent Decree" means this Decree and all attachments. In the event of conflict  
16 between this Decree and any attachment, this Decree shall control;

17 d. "Defendants" means All Oceans, Italia Marrassima, Yang Ming *in personam*; and the  
18 MED TAIPEI, *in rem*;

19 e. "Interested Parties" means the entities set forth on Attachment A to this Decree.

20 f. "Loss of Containers" means the loss from the MED TAIPEI of approximately fifteen  
21 shipping containers in the MBNMS on or about February 26, 2004;

22 g. "Natural Resource Damages" means compensation for the injuries to MBNMS  
23 resources caused by the Loss of Containers;

24 h. "Plaintiff" means the United States of America, on behalf of NOAA;

25 i. "Parties" means the United States of America, All Oceans, Italia Marrassima, and Yang  
26 Ming, *in personam*, and MED TAIPEI, *in rem*;

27 j. "The Sanctuary" means the Monterey Bay National Marine Sanctuary ("MBNMS").  
28

1 II. JURISDICTION

2 2. The Parties agree and consent that this Court has personal jurisdiction over the  
3 Parties and jurisdiction to enter and enforce this Consent Decree pursuant to 16 U.S.C. § 1443(c)  
4 and also pursuant to 28 U.S.C., §§ 1331, 1333, 1345, 1355, and 1367.

5 III. PARTIES BOUND

6 3. The provisions of this Consent Decree shall apply to and be binding upon the  
7 United States, and upon the Defendants and their officers, directors, agents, servants, employees,  
8 successors, and assigns. No change in ownership, corporate or partnership status relating to the  
9 Defendants will in any way alter the rights or responsibilities of the Defendants under this  
10 Consent Decree. All obligations of Defendants under this Decree shall be joint and several.

11 IV. PAYMENT OF COSTS

12 4. The Defendants shall pay \$3,250,000.00 within 30 days of the date of entry of  
13 this Consent Decree. The payment shall be transferred via Electronic Funds Transfers (EFTs)  
14 through the United States Department of Justice for disbursement to NOAA (Project Code:  
15 1CK3J65-P00; Appropriation Code: 13x4316; Agency Location Code: 13 14 0001), according  
16 to instructions to be obtained by defendants from the Office of the U.S. Attorney, Northern  
17 District of California, Financial Litigation Unit. The addenda record of that payment shall be  
18 annotated "M/V MED TAIPEI". A copy of the paperwork documenting the EFTs, and any  
19 accompanying correspondence shall reference DOJ # 90-5-1-1-08681 and shall be sent to:

20 R. Michael Underhill  
21 Attorney in Charge, West Coast Office  
22 Torts Branch, Civil Division  
23 U.S. Department of Justice  
24 7th Floor Federal Bldg., Room 7-5395  
25 P.O. Box 36028, 450 Golden Gate Avenue  
26 San Francisco, California 94102-3463

27 Chief, Environmental Enforcement Section  
28 United States Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044

Sharon K. Shutler, Esq.  
NOAA Office of General Counsel, Natural Resources 1315 East-West Highway  
Room 15132

1 Silver Spring, MD 20910-3282

2 5. In the event that the Defendants fail to make the payment referred to in paragraph  
3 4 on time, interest shall be assessed at the annual rate established pursuant to 31 U.S.C. § 3717  
4 for each day that the payment is late.

5 6. In the event that Defendants fail to make the payment referred to in paragraph 4  
6 on time, Defendants shall pay a stipulated penalty of \$2000 per day of non-payment.

7 V. COVENANT NOT TO SUE BY PLAINTIFF

8 7. In consideration of the payments that will be made by Defendants pursuant to this  
9 Consent Decree, the United States covenants not to sue and agrees not to assert any claims or  
10 causes of action against the Defendants or against Interested Parties for damages for the  
11 destruction or loss of sanctuary resources, for civil penalties, and for response costs pursuant to  
12 16 U.S.C. § 1443(a)(1) and (a)(2) and 16 U.S.C. § 1437(d), or pursuant to 16 U.S.C. § 703 *et*  
13 *seq.* (Migratory Bird Treaty Act); 16 U.S.C. § 1531 *et seq.* (Endangered Species Act); 33 U.S.C.  
14 §§ 1251 *et seq.* (Clean Water Act) (“CWA”); 33 U.S.C. §§401 *et seq.* (Rivers and Harbors Act of  
15 1899); 33 U.S.C. §§1401 - 1445 (Marine Protection, Research, and Sanctuaries Act - Ocean  
16 Dumping Act); 33 U.S.C. §§1901 - 12 (Act to Prevent Pollution from Ships); the International  
17 Convention for the Prevention of Pollution from Ships of 1973 (MARPOL); the Protocol of 1978  
18 Relating to the International Convention for the Prevention of Pollution from Ships (MARCOL  
19 Protocol); and 42 U.S.C. §9601 *et seq.* (Comprehensive Environmental Response,  
20 Compensation, and Liability Act) (“CERCLA”) arising from the Loss of Containers. These  
21 covenants not to sue are not effective until, and are conditioned upon, complete and satisfactory  
22 performance by the Defendants of all their obligations under this Consent Decree, specifically  
23 those obligations contained in Section IV.

24 VI. RESERVATION OF RIGHTS

25 8. Notwithstanding any other provision of this Consent Decree, the Plaintiff  
26 reserves, and this Consent Decree is without prejudice to, all rights which Plaintiff has against  
27 Defendants with respect to all matters other than those expressly specified in the Covenant Not to  
28

1 Sue set forth in Section V, including:

2 (a). Claims related to Defendants' failure to make the payment required under Section  
3 IV, or to comply with any other obligation or requirement of this Consent Decree;

4 (b). Claims for damages, response costs, penalties or injunctive relief under the NMSA;  
5 the CWA; the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701-2761; CERCLA; or the Park  
6 System Resource Protection Act, 16 U.S.C. §§ 1911-1914 should it be determined at any time  
7 that any container, contrary to the Bills of Lading and/or manifests provided by the Defendants to  
8 the United States contains or contained hazardous materials or oil (copies of the bills of lading  
9 issued for each container lost overboard are attached as Attachment B); and

10 (c). Criminal liability.

#### 11 VII. COVENANT NOT TO SUE BY THE DEFENDANTS

12 9. (a). Except as expressly set forth below in paragraph 9(b), Defendants hereby  
13 covenant not to sue and agree not to assert any claims or causes of action against the United  
14 States, its employees, agents, agencies, vessels, crew, experts or contractors with respect to any  
15 claims or causes of action related to, pertaining to, or arising from, directly or indirectly, the Loss  
16 of Containers, including but not limited to, any direct or indirect claim for reimbursement from  
17 the EPA Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26  
18 U.S.C. § 9507), based on Sections 106(b)(2), 111, or 112 of CERCLA, 42 U.S.C. §§ 9606(b)(2),  
19 9611, or 9612 or any other provision of law.

20 (b). Notwithstanding the foregoing provision of paragraph 9(a), this Consent Decree is  
21 without prejudice to all rights of the Defendants with respect to all matters other than those  
22 expressly specified in the covenant set forth in paragraph 9(a). Solely in the event that the  
23 United States exercises its rights pursuant to Section VI, the Defendants also reserve the right to  
24 assert any defenses that they may have with respect to the matters raised by the United States  
25 pursuant to Section VI.

#### 26 VIII. NOTICES

27 10. Whenever under the terms of this Consent Decree, notice is required to be given  
28



1 or a report or other document is required to be forwarded by one party to another, it shall be  
2 directed to the following individuals at the addresses specified below, unless it is otherwise  
3 specifically provided in this Consent Decree. Any change in the individuals designated below by  
4 any Party must be made in writing to the other Parties. Any correspondence submitted to the  
5 United States shall include a reference to the case caption, index number of this court action and  
6 DOJ case # 90-5-1-1-08681.

7 For the United States:

8 R. Michael Underhill  
9 Attorney in Charge, West Coast Office  
10 Torts Branch, Civil Division  
11 U.S. Department of Justice  
12 7th Floor Federal Bldg., Room 7-5395  
13 P.O. Box 36028, 450 Golden Gate Avenue  
14 San Francisco, California 94102-3463

15 Chief, Environmental Enforcement Section  
16 Environment and Natural Resources Division  
17 Post Office Box 7611  
18 Washington, D.C. 20044

19 Sharon K. Shutler, Esq.  
20 NOAA Office of General Counsel, Natural Resources  
21 1315 East-West Highway  
22 Silver Spring, MD 20910-3282

23 For Yang Ming and All Oceans:

24 Theodore H. Adkinson  
25 Keesal, Young & Logan  
26 400 Oceangate  
27 P.O. Box 1730  
28 Long Beach, CA 90801-1730

For Italia Marittima:

John E. Holloway  
Hunton & Williams  
500 East Main Street  
Norfolk, VA 23510

11. Such communication is intended to facilitate meeting the objectives of this  
Consent Decree and shall not relieve the Parties of the notice and reporting requirements set forth  
elsewhere in this Consent Decree.

IX. EFFECTIVE DATE

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

X. LODGING AND PUBLIC NOTICE REQUIREMENTS

13. This Consent Decree shall be lodged with the Court for a period of not less than thirty days for public notice and comment in accordance with the procedures set forth in 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. Defendants consent to the entry of this Consent Decree without further notice.

14. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XI. SIGNATORIES, SERVICE

15. Each undersigned representative of the Defendants to this Consent Decree, 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.

16. 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 \_\_\_\_\_, 200 .

\_\_\_\_\_  
United States District Judge


1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of  
2 America v. All Oceans Transportation, Inc. et al.,

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5 FOR THE UNITED STATES OF AMERICA:

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8 Date: 7/6/06

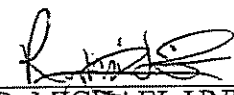
9   
10 SUE ELLEN WOOLDRIDGE  
11 Assistant Attorney General  
12 Environment and Natural Resources Division  
13 U.S. Department of Justice  
14 Washington, D.C. 20530

15  
16  
17 Date: 7/12/06

18   
19 LORI JONAS  
20 Senior Attorney  
21 Environmental Enforcement Section  
22 Environment and Natural Resources Division  
23 U.S. Department of Justice  
24 P.O. Box 7611  
25 Washington, DC 20044-7611

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27  
28 PETER KEISLER  
Assistant Attorney General  
KEVIN V. RYAN  
United States Attorney  
Northern District of California

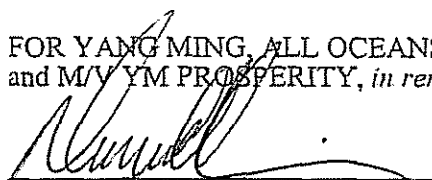
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31 Date: 7/6/06

32   
33 R. MICHAEL UNDERHILL (State Bar No. 104986)  
34 Attorney in Charge, West Coast Office  
35 Torts Branch, Civil Division  
36 U.S. Department of Justice  
37 7th Floor Federal Bldg., Room 7-5395  
38 P.O. Box 36028, 450 Golden Gate Avenue  
39 San Francisco, California 94102-3463

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of  
2 America v. All Oceans Transportation, Inc. et al.

3  
4  
5  
6 Date: *July 21, 2006*

FOR YANG MING, ALL OCEANS, *in personam*,  
and M/V YM PROSPERITY, *in rem*:

  
Norman Choi, Corporate Counsel,  
Yang Ming America,  
authorized agent of Yang Ming Marine Transport  
Corporation and M/V YM PROSPERITY

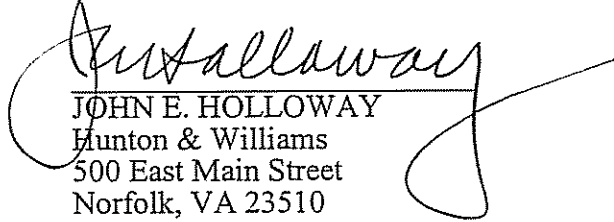
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11  
12 Agent Authorized to Accept Service on Behalf of Above-signed Parties:

13 THEODORE H. ADKINSON  
14 Keesal, Young & Logan  
15 400 Oceangate  
16 P.O. Box 1730  
17 Long Beach, CA 90801-1730  
18 (562) 436-2000  
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of  
2 America v. All Oceans Transportation, Inc. et al.

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FOR ITALIA MARITTIMA:

  
JOHN E. HOLLOWAY  
Hunton & Williams  
500 East Main Street  
Norfolk, VA 23510

Date:

Agent Authorized to Accept Service on Behalf of Above-signed Parties:

JOHN E. HOLLOWAY  
Hunton & Williams  
500 East Main Street  
Norfolk, VA 23510  
(757) 640-5360

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Attachment A - Interested Parties

## Interested Parties

1. **AI Marine Adjusters Inc**  
70 Pine Street  
4<sup>th</sup> Floor  
New York 10270  
U.S.A.  
Tel: 212 440 6504  
Fax: 212 440 6689
2. **Air Tiger Express International LLC**  
ATE International, LLC  
1100 Larkspur Landing Circle, Suite 290  
Larkspur, CA, 94939  
USA
3. **All Oceans Transportation, Inc.**  
271 Ming De 1<sup>st</sup> Road  
Chidu  
206 Keelung  
Taiwan
4. **America Chung Nam. Inc**  
1163 Fairway Drive,  
City Of Industry, CA 91789  
USA  
Tel: (909) 839-8388  
Fax: (909) 839-8322, x 8341
5. **American Home Assurance Company Inc**  
145 Wellington Street West  
Toronto ON  
N5J 1H8  
Canada
6. **American Home Insurance Company**  
International subsidiary  
PO Box 61  
Sun Plz., Ste. 202  
L G Smith Blvd.  
Oranjestad, Aruba  
Tel: 297 5825 500
7. **American International Group, Inc. (AIG)**  
70 Pine Street  
New York, NY, 10270
8. **American International Marine Agency, Inc.**  
90 Park Avenue  
7th Floor  
New York, NY 10016
9. **American Marine Insurance Co.**

10. **ATE International, LLC**  
1100 Larkspur Landing Circle, Suite 155  
Larkspur, CA 94939  
U.S.A.  
Attn: Tom Waters/Layne Dorr  
Tel: 1-415-925-9125  
Fax: 1-415-925-9120
11. **ATE Logistics Co., Ltd.**  
Room 802, N055, No. 45 Yan-An East Road,  
Shanghai, China 20002  
Tel: 86-21-6337-3535  
Fax: 86-21-6337-3797/98
12. **Ba-Shi Yuexin Logistics Development Co., Ltd.**  
17890 Castleton Street, Suite 367  
City of Industry, CA 91748  
Tel: 626-839-8028
13. **BDP Asia-Pacific (Shanghai)**  
HuaiHaiZhong Road 527-A906, LuWan District, ShangHai  
Phone: 021-63591507  
Fax: 021-63751348  
Contact: Min, SHI
14. **BDP Asia-Pacific Ltd**  
BDP Asia Pacific Ltd.  
183 Rajadamri Road  
Regent House, 10th Floor  
Lumpini, Patumwan  
Bangkok 10330-Thailand
15. **BDP International, Inc**  
1061 East Northwest Highway  
Suite 650  
Grapevine  
Texas 76051  
U.S.A.
16. **Ben E. Nutter Terminal**  
Port of Oakland
17. **Benchcraft LLC**  
P.O. Box 86 6451 Hwy 15 N. Blue Mountain, MS 38610  
T: 66 21 659156
18. **Benison International Transportation, Inc.**  
1161 E. Sandhill Ave., Suite A  
Carson, CA 90746  
Tel: (310) 604-3600  
Fax: (310) 604-3611
19. **Britannia Steam Ship Insurance Association Limited**  
c/o Tindall Riley (Britannia) Limited  
New City Court  
20 St Thomas Street  
London SE1 9RR
20. **Calendar-Robinson Co, Inc**  
785 Market Street  
Suite #750  
San Francisco CA 94103-20  
U.S.A.



21. **Capital Lease Limited**  
Suite 1108 West Tower,  
Shun Tak Centre,  
200 Connaught Road Central,  
Hong Kong
22. **China International Freight Co Ltd**  
Room 802  
No 45 Yan-An Road East  
Shanghai  
China 20002
23. **Container Applications International Inc.**  
One Embarcadero Center,  
Suite 2101,  
San Francisco, CA 94111  
U.S.A.
24. **Cosa Freight Inc.**  
Rm 1901  
Times Plaza, No.1  
Taizi Road, Shekou,  
Shenzhen, China (518067)
25. **Craig/is Ltd, Insurance Services**  
P.O. Box 561  
Parlin NJ 08859  
U.S.A.
26. **Dalton Instrument Corporation**  
1103 Venture  
Carrollton, TX 75006, U.S.A.
27. **DFW International Services, Inc.**  
3025 Roy Orb Blvd.  
Grand Prairie, TX 75050  
U.S.  
Tel: 972-262-0539  
Fax: 972-262-29
28. **Evergreen America Corporation**  
One Evertrust Plaza,  
Jersey City, NJ 07302,  
Jersey City,  
U.S.
29. **Evergreen International Corporation**  
163, Sec 1,  
Hsin Nan Road,  
Taiwan
30. **Evergreen Marine Corporation**  
166, Section 2,  
Minsheng East Road,  
Taipei 104,  
Taiwan
31. **Evergreen Marine Corporation (Taiwan) Ltd**  
166, Section 2,  
Minsheng East Road,  
Taipei 104,  
Taiwan
32. **Express Forwarding Co.**  
922 East 'E' Street Suite B  
Wilmington  
USA

33. **Fireman's Fund McGee**  
75 Wall Street  
18<sup>th</sup> Floor  
New York NY 10005  
U.S.A.
34. **Florens Container Service Co., Ltd.**  
35F, Connaught Road West,  
Hong Kong
35. **Frank's Trading Co.**  
1683 Galvez Avenue  
San Francisco CA 94124  
U.S.A.
36. **Franktex Inc**  
1683 Galvez Avenue  
San Francisco CA 94124  
U.S.A.  
Tel: 415 285 9888  
Fax: 415 285 9906
37. **Fritz Company**  
490 Supreme Dr.  
Bensenville, IL 60106  
U.S.  
Tel: 630-787-3139  
Fax: 630-616-0015
38. **Gateway Container Corporation**  
88 Kearny Street,  
Suite 2100,  
San Francisco,  
California 94108  
U.S.
39. **Gibson Robb & Lindh LLP**  
100 First Street  
27<sup>th</sup> Floor  
San Francisco CA 94105  
U.S.A.
40. **Great American Insurance Companies**  
1350 Treat Blvd  
Suite 300  
Walnut Creek  
CA 94596  
U.S.A.
41. **Great American Insurance Group**  
Ocean Marine  
P.O. Box 2468  
Cincinnati OH 45201  
U.S.A.
42. **Greencompass Marine Corporation and  
Greencompass Marine S.A.**  
166, Sec 2.1,  
Minsheng Road,  
Taipei, 104  
Taiwan

43. **GRI Hangzhou**  
Room 409 Westlake,  
Minglou Building  
296 Qingchun Rd.  
ChinaTel: 0571-8715396
44. **Haining Kareno Furniture Co., Ltd.**  
Xiashi,  
Haining,  
Zhejiang,  
China  
T: 0573-7783709  
F: 0573-7789499
45. **Hangzhou Yongli Paper Co., Ltd.,**  
Xinjian Village,  
Fuyang City,  
Hangzhou,  
China  
Tel:571-63583958  
Fax 571-63583055
46. **Hatsu Marine Limited**  
Evergreen House,  
160 Euston Road,  
London NW1 2DX,  
U.K.
47. **HBL Trading (U.S.A.), Inc**  
9041 Dice Road Unit 13  
Los Nistos Business Center  
Santa Fe Springs CA 90670  
U.S.A.  
Tel: 562 906 2108  
Fax: 562 906 2109
48. **Hecny Shipping Ltd**  
Room 1203-1206  
Chun Shen Jiang  
Mansion No 400  
Zhejiang Road (central)  
Shanghai, China  
Tel: 8622 635 27828  
Fax: 8621 635 27832
49. **International Marine Underwriters**  
77 Water Street  
16<sup>th</sup> Floor  
New York NY 10005  
U.S.A.  
Tel: 212 440 6504  
Fax: 212 440 6689
50. **Internet Marine Valley**
51. **Interpool Inc.**  
221 College Road East,  
Princeton, NJ 08540  
U.S.
52. **Italia Marittima SpA (formerly Lloyd Triestino di Navigazione SpA)**  
Passeggio S.Andrea, 4  
34123 Trieste  
Italy

53. **James J. Boyle & Co**  
CHB#4668  
2525 Corporate Place #100  
Monterey Park  
U.S.
54. **JBR Marine Inc**  
21660 E. Corley Drive,  
Suite 330,  
Diamond Bar, CA 91765  
U.S.A.  
Tel: (909) 612-0806
55. **JC Horizon Ltd**  
411 E. Huntington,  
Dr. No. 311 Arcadia, CA 91006,  
USA  
Tel: (626)446-1819  
Fax: (626) 446-5129
56. **JC Horizon Ltd**  
411 E Huntington Dr Ste 311  
Arcadia, CA 91006
57. **Jiangsu United Transport Co Ltd**  
Shanghai Branch  
Room 405  
Love Inn Hotel No 868  
Si Ping Road  
Shanghai 200086  
China  
Tel: 86 21 65090183  
Fax: 86 21 65 07 8742
58. **Jiangxi Paper Industry Co.,Ltd.**  
112 Dongjiayao Nanchang China  
Tel: 0791-8605818
59. **Kamino International Transport, Inc**  
640 Airport South Parkway,  
Suite 400  
Atlanta, GA 30349  
Tel: 770 994 5800  
Fax: 770 994 5789  
Email: Ron.chung@kamino.com  
Juila.suber@kamino.com
60. **LK Shipping**  
1012 W. Beverly Blvd.  
#138 Montebello CA 90640  
U.S.
61. **Lloyd Triestino America Corporation**  
4 Gatehall Drive,  
2nd Floor,  
Parsippany,  
NJ 07054  
U.S.
62. **Marine Terminals Corporation**  
1999 Harrison Street, Suite 550  
Oakland, CA 94612  
Tel: (510) 302-3900  
Fax: (510) 302-0181

63. **Merits Health Products Co., Ltd.**  
No. 9 Road 36  
Taichung Industrial Park,  
Taichung  
Republic of China  
Tel: 00886 4 23594991  
Fax: 00886 4 23594992
64. **Michelin Asia-Pacific Export (HK)/Mic**  
500 Hennessy Road  
Hong Kong
65. **Michelin China SMW**  
9<sup>th</sup> Floor,  
POS Plaza  
1600 Century Ave.  
Pudong New Development Zone  
Shanghai 200122  
China
66. **Michelin North America, Inc.**  
MTC/Houston,  
8800 City Park Loop,  
Texas 77012,  
Houston,  
U.S.A. or  
1 Parkway South  
P.O. Box 19001  
Greenville, SC 29602-9001  
U.S.A.
67. **Midwest Air Technologies, Inc.**  
World Headquarters,  
625 Barclay Boulevard,  
Lincolnshire, IL 60069,  
U.S.  
Tel: 847-383-8524 / 800-628-8815  
Fax: 847-821-9645
68. **MTS Transportation Inc.**  
8054 East Garvey Avenue  
Suite #101  
Rosemead CA 91770  
U.S.A.  
Tel: 626 288 1255  
Fax: 626 288 5804
69. **Nanjing Sanying Sporting Ware Co. Ltd**  
Zhongshan Scientific & Technical Zone,  
Luhe District  
Nanjing 210048  
People's Republic of China  
Tel: 8625 58 39 53 57

70. **Newport CH International LLC,**  
3030 Saturn Street, Suite 203,  
Brea, CA 92821, U.S.A.  
Tel: 714 572 8881  
Fax: 714 572 0988
71. **Oceanland Service Inc**  
8054 E. Garvey Ave. 8200  
Rosemead CA 91770  
U.S.A.  
Tel: 626 573 8429  
Fax: 626 573 1200
72. **OneBeacon Insurance Group**  
33 New Montgomery St  
Suite 1850  
P.O. Box 7614  
San Francisco CA 94120  
U.S.A.
73. **P&O Nedlloyd Container Line Ltd**  
40 Boompjes  
3011 XB Rotterdam  
Netherlands
74. **Paper Co Ltd**  
Units 1 & 2  
Bricklayers Arms  
Mandela Way  
London, SE1 5SP  
Tel: 020 7394 3130  
Fax: 020 7394 3131
75. **Potential Industries, Inc.**  
922 East 'E' Street, Wilmington,  
CA 90744  
USA  
Tel: 001 310 5495901
76. **Prime Agency**  
17595 Almahurst Road  
Suite 205  
City of Industry CA 91748  
U.S.A.
77. **Prime Shipping International Inc**  
17595 Almahurst Road  
Suite 209  
City of Industry CA 91748  
U.S.A.
78. **Rogers & Brown North American Logistics, Inc.**  
150L West Phillips Road,  
Greer,  
South Carolina 29650  
U.S.  
864-879-2157  
864-879-6424
79. **Sam and Jenny Inc.,**  
310 120<sup>TH</sup> Ave Suite A-203,  
Bellevue 98005 WA  
U.S.A.
80. **Seaside Transportation Services, LLC**  
5190 Seventh St.

- Oakland, CA 94607  
Tel: (510) 645-2400  
Fax: (510) 763-6948
81. **Shandong Huatai Paper Industry Shareholding Co., Ltd.**  
Tel: 0086546 6888423
82. **Shandong Xinlunan Paper Co. Ltd**  
No. 297 Renmin Road,  
Tancheng Country,  
Shangdong  
China
83. **Shanghai Dazhi Enterprise (Group) Co Ltd**  
No. 3278 Jiasong Mid Rd.  
Qingpu District  
Shanghai, China
84. **Shanghai Michelin Warrior Tire Co. Ltd.**  
9th Floor, POS Plaza,  
1600 Century Ave.,  
Pudong New Development Zone,  
Shanghai  
China
85. **Shanghai Port Container Company Limited (Wai Gao Qiao Terminal)**  
Branch No 1299,  
Ganghua Road,  
Pudong New Region,  
Shanghai,  
China
86. **Shanghai Qianchang Home Textile Co Ltd**  
No. 8 Dongfang Road  
Pudong New Area  
Shanghai  
China
87. **Smurfit Recycling Company**  
Suite 450,  
1025W.190<sup>TH</sup> St. Gardena Ca. 90248  
U.S.A.
88. **Smurfit-Stone Recycling Company**  
800 77th Ave  
Oakland, CA 94621  
(510) 635-9383
89. **Sonoco Hongwen Paper Co., Ltd (Shanghai)**  
243 Xi Tai Road,  
Shanghai 200231  
P.R.China  
Tel: 8621 5409-0022  
Fax: 8621 5409-8017
90. **Sport Supply Group Inc.**  
13700 Benchmark Farmers' Branch  
TX 75234  
Tel: 913 273 3990
91. **St Paul Fire and Marine Insurance Company**  
Ocean Marine Recovery  
1 Jericho Plaza  
Jericho NY 11753  
U.S.A.

92. **St Paul Travelers Insurance Co.**  
MC0709  
P.O. Box 9093  
100 Baylis Road  
Melville NY 11747-9093  
U.S.A.
93. **Textainer Equipment Management (U.S.) Limited**  
650 California Street,  
16<sup>th</sup> Floor,  
San Francisco, CA 94108  
U.S.
94. **The Standard Steamship Owners' Protection and Indemnity Association (Bermuda) Limited**  
c/o Charles Taylor & Co Ltd  
International House  
1 St Katharine's Way  
London E1 9UN
95. **Thomasville Furniture Industries Inc.**  
401 E. Main Street  
Thomasville, NC 22361
96. **Tianjin Foreign Trade, (Group) Teda Co., Ltd**  
No. 59 Nanjing Road,  
Tianjin,  
China  
Tel: 0086 22 23129628  
Fax: 0086 22 23316920
97. **Tianjin Taifeng Trading Co., Ltd.**  
No. 2 2nd Ave.,  
Teda,  
Tianjin 300457  
China
98. **To Order of M.A.T. (Midwest Air Technologies, Inc.**  
World Headquarters,  
625 Barclay Blvd.,  
Lincolnshire, IL 60069  
U.S.  
Tel: (847) 821-9630  
Fax: (847) 821-9645
99. **To order of Midwest Air Technologies, Inc.**  
World Headquarters,  
625 Barclay Boulevard,  
Lincolnshire, IL 60069,  
U.S.A.  
Tel: 847-383-8524 / 800-628-8815  
Fax: 847-821-9645
100. **To order of Tianjin Foreign Trade, (Group) Teda Co., Ltd**  
No. 59 Nanjing Road,  
Tianjin,  
China  
Tel: 0086 22 23129628  
Fax: 0086 22 23316920
101. **Traffic Care International Corp.**  
3733 Rosemead Blvd. #203  
Rosemead  
U.S.A.



102. **Tricell Forest Products Ltd**  
World Trade Center  
590-999 Canada Place  
Vancouver, B.C. Canada V6C 3E1
103. **Tricor Services, LLC**  
Three Pacific Place  
1 Queen's Road East  
Hong Kong  
Tel: (852) 2980 1888  
Fax: (852) 2861 0285
104. **Trimar Defense Services, Inc**  
30 Broad Street, 43rd Floor  
New York, NY 10004-2944  
U.S.A.
105. **Triton Container International Inc.**  
55 Green Street,  
San Francisco,  
CA 94111  
U.S.
106. **U.S. Northwest Express**  
1200 S. 192<sup>nd</sup> St. Suite 103  
Seattle  
U.S.
107. **UTI United States Inc.**  
1900-G Centre Park Drive,  
Charlotte, IN 28217  
U.S.  
Tel: 7043579722  
Fax: 7043579717
108. **Wachovia Bank, National Association**  
Agent for Benchcraft LLC  
(P.O. Box 86 6451 Hwy 15 N. Blue Mountain, MS 38610  
T: 66 21 859156)  
One Berklene Dr.  
Morristown, TN 37813
109. **Yang Ming (America) Corporation**  
525 Washington Blvd., 25th Floor  
Jersey City, NJ 07310  
U.S.A.
110. **Yang Ming Line Holding Co.**  
525 Washington Blvd., 25th Floor  
Jersey City, NJ 07310  
U.S.A.
111. **Yang Ming Marine Transport Corp.**  
271 Ming De 1<sup>st</sup> Road  
Chidu  
Keelung  
Taiwan 206
112. **Zhejiang Zhengda Paper (Group) Co Ltd**  
Chunjiang Village  
Fuyang  
Hangzhou  
People's Republic of China  
Tel: 0086 571 63587222

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Attachment B - Bills of Lading

GRI HANGZHOU  
ROOM409 WESTLAKE  
MINGLOU BUILDING 296 QINGCHUN ROAD  
TEL: 0571-87153965

858400007439

FC

TO ORDER OF M.A.T.  
625 BARCLAY BLVD, LINCOLNSHIRE, IL  
60069  
TEL: (847) 8219630  
FAX: (847) 8219645

FRITZ COMPANY  
490 SUPREME DRIVE,  
BENSENVILLE, IL 60106  
TEL: 630-787-3139  
FAX: 630-616-0015

MIDWEST AIR TECHNOLOGIES, INC.  
ATTN: CINDY WEN  
TEL: 847-383-8524  
FAX: 847-821-9645

LT00889

SHANGHAI

MED TAIPEI 0098-010E SHANGHAI  
LOS ANGELES, CA. DALLAS, TX.

EMCU9421142/4SH/1301877  
TGHU7309540/4SH/1301968  
TGHU8115889/4SH/1301821

18 CTN  
18 CTN  
18 CTN

177.5100 CBM  
55,512.00 KGS

NO MARK

3 X 40H

FENCING PRODUCT  
54 PKGS FOR KENNEL KIT  
TOTAL : 54 CARTONS  
"OCEAN FREIGHT COLLECT"  
SHIPPER'S LOAD & COUNT

THREE (3) CONTAINERS ONLY

O.F.	3.000/4SH	US\$2,261.00		US\$6,783.00
SCMC	1.000/B/L	US\$25.00	US\$25.00	
ACC	3.000/4SH	US\$31.00		US\$93.00
FCL/DC	3.000/4SH	US\$833.00		US\$2,499.00
P.C.	3.000/4SH	US\$99.00		US\$297.00
			US\$25.00	US\$9,672.00

DALLAS, TX.

LTNV  
858400007439 SHANGHAI

THREE (3)  
FEB. 09, 2004

FCL/FCL O/R FEB. 09, 2004

62678

29/07/2004 14:03 LT SUP LIS → 00016192331607

MM737 DMS

HAINING KARENO FURNITURE CO., LTD.  
XIASHI, HAINING, ZHEJIANG, CHINA.  
T:0573-7783709  
F:0573-7789499

858497058653

DF

WACHOVIA BANK NATIONAL ASSOCIATION  
AGENT FOR BENCHCRAFT, LLC  
(P.O. BOX 86 6451 HWY 15 N., BLUE  
MOUNTAIN, MS 38610 T:66 21 859156)  
ONE BERKLINE DR. MORRISTOWN, TN37813

BENCHCRAFT LLC  
HWY 15 N., BLUE MOUNTAIN, MS 38610  
T:66 21 659156

UTI UNITED STATES INC  
1900-G CENTRE PARK DRIVE  
CHARLOTTE, IN 28217, US  
ATTN: STACI MORRISON  
TEL: 7043579722 F: 7043579717

LT00790

SHANGHAI

MED TAIPEI 0098-010E

SHANGHAI

LOS ANGELES, CA.

TERRELL, TX.

EISU1377410/4SD/1291941

58.0000 CBM  
3,000.00 KGS

1 X 40'

MADE IN CHINA

WOODEN FRAME OF SOFA  
EQ#: 285343  
THIS SHIPMENT DOES NOT CONTAIN ANY  
SOLID WOOD PACKING MATERIALS  
TOTAL : 50 PIECES  
"OCEAN FREIGHT COLLECT"  
SHIPPER'S LOAD & COUNT

ONE (1) CONTAINER ONLY

O.F.	1.000/4SD	US\$2,410.00	US\$2,410.00
ACC.	1.000/4SD	US\$31.00	US\$31.00
BAC	1.000/4SD	US\$185.00	US\$185.00
FCL/DC	1.000/4SD	US\$740.00	US\$740.00
P.C.	1.000/4SD	US\$88.00	US\$88.00
SCMC	1.000/B/L	US\$25.00	US\$25.00
			-----
			US\$3,479.00

TERRELL, TX.

NIL (0)

LITV  
858497058653

SHANGHAI

FEB.09, 2004

FCL/FCL O/D

FEB.09, 2004

BENISON INT'L TRANS. INC.  
1161 E.SANDHILL AVE.SUITE A  
CARSON, CA 90746  
TEL(310)604-3600  
FAX(310)604-3611

858498892517

LT00691

BA-SHI YUEXIN LOGISTICS DEVELOPMENT  
CO. LTD.  
17890 CASTLETON STREET,SUITE 367  
CITY OF INDUSTRY,CA 91748  
TEL:626-839-8028

BA-SHI YUEXIN LOGISTICS DEVELOPMENT  
CO. LTD.  
17890 CASTLETON STREET,SUITE 367  
CITY OF INDUSTRY,CA 91748  
TEL:626-839-8028

SHANGHAI

MED TAIPEI 0098-010E  
LOS ANGELES, CA.

SHANGHAI  
CHARLESTON, SC.

TGHU7578153/4SH/1301913

67.0000 CBM  
4,842.50 KGS

1 X 40H

PACIFIC COAST FEATHER  
15810006/07/08/09/10  
PO NO:45188911C  
DESCRIPTION  
QTY  
FRANKTEX INC  
TO  
CARTON# OF  
MADE IN CHINA

PLS SEE ATTACHED LIST  
\*\*\*\*\*

ONE (1) CONTAINER ONLY

O.F.	1.000/4SH	US\$2,516.00	US\$2,516.00
ACC	1.000/4SH	US\$32.00	US\$32.00
BAC	1.000/4SH	US\$210.00	US\$210.00
FCL/DC	1.000/4SH	US\$1,203.00	US\$1,203.00
SCMC	1.000/B/L	US\$25.00	US\$25.00
			----- US\$3,986.00

THREE (3) SHANGHAI

LTNV  
858498892517 SHANGHAI

FEB.09,2004

FCL/FCL O/R FEB.09,2004

29/07/2004 14:03 LT SUP LIS → 00016192331607

NUM737 DM.

\* DESCRIPTION \* MED TAIPEI 0098-010E LTNV858498892517

HOUSEWARE  
(100 PERCENT COTTON DOWN PROOF  
FABRIC 200TC POLYFILLED 12 INCH  
DIAMOND BOX MATTRESS PADS)

THIS SHIPMENT DOES NOT CONTAIN ANY  
SOLID WOOD PACKING MATERIALS  
TOTAL : 1037 CARTONS  
"OCEAN FREIGHT PREPAID"  
SHIPPER'S LOAD & COUNT

JUN 18 2004 15:51 FR MICHELIN TRANS  
 MAR-02-2004 TUE 11:14 AM ROGERS BROWN  
 6488378] To: 1888878824

864 458 5947 TO 91281761-205 P.05/05  
 FAX NO. 864 878 5424 T. 02/04  
 2004-02-27 16:31:27 ET 002 of 2



**SEA WAYBILL  
 NON-NEGOTIABLE**

(1) Shipper's Name (Company Name and Address, City, State) <b>SHANGHAI MICHELIN WAREHOUSE LTD</b> 1500 W. 100th Ave, Suite 1000 Century 1500 W. 100th Ave, Suite 1000 Century 1500 W. 100th Ave, Suite 1000 Century 1500 W. 100th Ave, Suite 1000 Century		(10) Bill of Lading No. <b>858400007455</b>
(2) Consignee's Name (Company Name and Address, City, State) <b>MICHELIN NORTH AMERICA INC.</b> 1700 HOUSTON, SUITE 3000 CITY PARK 1700 HOUSTON, SUITE 3000 CITY PARK 1700 HOUSTON, SUITE 3000 CITY PARK		(11) Forwarding Agent's Name and Address, P.O. Box No.
(3) Notify Party (Company Name and Address, City, State) Notify Party <b>LOGSAS AND BROSCH 1503 WEST BURLINGAME</b> <b>1503 WEST BURLINGAME SUITE 2000</b> <b>1503 WEST BURLINGAME SUITE 2000</b> <b>1503 WEST BURLINGAME SUITE 2000</b> <b>1503 WEST BURLINGAME SUITE 2000</b>		(12) Name and Country of Origin (for the shipper's reference only)
(4) Prepaid by <b>SHANGHAI</b>		(13) Other Notify Party (Company Name and Address)
(5) Origin/Vessel/Voy. No. <b>858400007455</b>		(14) Port of Loading <b>SHANGHAI</b>
(6) Destination <b>HOUSTON, TX</b>		(15) Current Inland Routing / Export Instructions (for shipper's reference only)

(16) Container No. and Seal No.	(17) Quantity and Kind of Packages	(18) Description of Goods	(19) Measurement (M³) Gross Weight (kg)
CONTAINER NO. / SEAL NO. ZGRU712228/1287109 ZGRU812314/1287157 NO MARK	40H 40H 40H 40H B/D	PASSENGER CAR SEAT IMPATCH NO: 4200023 DESTRUCTION FPC PREPARED THIS FREIGHT DOES NOT CONTAIN ANY SOLID WOOD PACKING MATERIALS TOTAL 2220 PENCILS "OCEAN FREIGHT FREIGHT" AMERICA'S LOAD & HOURS  <i>UF 788</i>	28,861.99 KGS 124.871 CBM
(20) TOTAL NUMBER OF CONTAINERS OR PACKAGES (in words) FOUR CONTAINERS			
(21) Freight Charges B.C. F.C./D.C. V.C. S.M.C.		(22) Freight Total \$31,681.00 \$31.00 \$83.00 \$8.00 \$5.00	(23) Freight Total \$55,362.00 \$83.00 1,886.00 139.88 25.00 ----- \$55,313.00
(24) Bill of Lading No. 858400007455		(25) Date of Issue FEB. 03, 2004	(26) Issued By LLOYD TRIESTINO AMERICA CORPORATION

THIS WAYBILL IS VALID ONLY IF SIGNED BY THE SHIPPER OR HIS AUTHORIZED AGENT. IT IS VOID IF SIGNED BY ANY OTHER PARTY.

Shipper / Exporter (complete name and address)  
**HAJING KARENO FURNITURE CO., LTD.**

Consignee (complete name and address)  
**THOMASVILLE FURNITURE INDUSTRIES INC.**  
**401 E MAIN STREET THOMASVILLE, NC 22361**

Notify party (complete name and address)  
**ATE INTERNATIONAL, LLC**  
**1100 LARKSPUR LANDING CIRCLE, SUITE**  
**155, LARKSPUR, CA 94939 ATTN: TOM WATERS/LAYNE**  
**DOBR**

Pre Carrier by	Place of receipt
Vessel / Voyage <b>MED TAIPEI / 0098-010E</b>	Port of loading <b>SHANGHAI</b>
Port of discharge <b>LOS ANGELES, CA</b>	Place of delivery <b>DESOTO, TX</b>



Bill of Lading No.  
**CLFSH42E031**

**CHINA INT'L FREIGHT CO., LTD.**  
**BILL OF LADING**

RECEIVED in apparent good order and condition except as otherwise noted the total number of containers or other packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms hereof.

One of the signed Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. On presentation of this document (duly endorsed) to the Delivery Agent by the Holder the rights and liabilities arising in accordance with the terms here of shall (without prejudice to any rule of common law or statute) runderstanding them binding on the Merchant) become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made between them.

IN WITNESS Where of this number of original Bills of Lading stated below all of tenor and date one of which being accomplished the others to stand void.

PARTICULARS FURNISHED BY SHIPPER

MKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
	207 PKGS	WOODEN FRAME SOFA	18000 (KGS)	348 (CBM)

CRXU4782800/1297351  
 EISU1229206/1297322  
 FSCU6976236/1295171  
 TGRU4591505/1369341  
 TGBU7747931/1297332  
 TGRU8176400/1367306  
 N/M

THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIAL

SHIPPER'S LOAD, COUNT AND SEAL  
 3X40' GP  
 3X40' HQ  
 CY-DOOR

ON BOARD  
*Deborah*

9 FEB 2004

ORIGINAL

Total number of packages: **SAY TWO HUNDRED AND SEVEN PKGS ONLY**

Freight and charges	Prepaid	Collect
<b>Ocean Freight Collect</b>		
Total prepaid		
Total collect		
Place and date of issue	<b>SHANGHAI</b>	
On Board Date	<b>2004-02-09</b>	
SIGNATURE	<i>Deborah</i>	

FOR DELIVERY OF GOODS PLEASE APPLY TO:

**ATE INTERNATIONAL, LLC**  
**1100 LARKSPUR LANDING CIRCLE, SUITE**  
**155, LARKSPUR, CA 94939 U.S.A. TEL:**  
**1-415-925-9125 Fax: 1-415-925-9120**

Prepaid at	Payable at
Number of Originals (s/y)	Shipper - Reference
	S/O No.

**THREE**

**CHINA INT'L FREIGHT CO., LTD.**  
 For and behalf of

**China International Freight Co., Ltd.**

By *Deborah*  
 AND RELATED SIGNATURES



Shipper / Exporter (complete name and address)

HAINING KAPENO FURNITURE CO., LTD.



Bill of Lading No.

CIFSH42E030

Consignee (complete name and address)

THOMASVILLE FURNITURE INDUSTRIES INC.  
401 E MAIN STREET THOMASVILLE, NC 22361

**CHINA INT'L FREIGHT CO., LTD.  
BILL OF LADING**

Notify party (complete name and address)

ATE INTERNATIONAL, LLC  
1100 LARKSPUR LANDING CIRCLE, SUITE  
155, LARKSPUR, CA 94939 ATTN: TOM WATERS/LAYNE  
DORR

RECEIVED in apparent good order and condition except as otherwise noted the total number of containers or other packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms hereof.

One of the signed Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. On presentation of this document (duly endorsed) to the Delivery Agent by the Holder the rights and liabilities arising in accordance with the terms here of shall (without prejudice to any rule of common law or statute rendering them binding on the Merchant) become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made between them.

IN WITNESS Whereof this number of original Bills of Lading stated below all of tenor and date one of which being accomplished the others to stand void.

Pre Carrier by

Place of receipt

Vessel / Voyage

Port of loading

Part of discharge  
MED - TAIPEI / 0008-010E

Place of delivery  
SHANGHAI

LOS ANGELES, CA

SEARCY, AR

Final destination (for the Merchant's reference)

**PARTICULARS FURNISHED BY SHIPPER**

MKS & NOS CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
CAXU7120249/1297373 UC4U9005744/1369393 N/M	62 PKGS	WOODEN FRAME SOFA	6000 (KGS)	116 (CBM)

THIS SHIPMENT CONTAINS NO SOLID  
WOOD PACKING MATERIAL

SHIPPER'S LOAD, COUNT AND SEAL

1X40' GP  
1X40' HQ  
CY-DOOR

Total number of packages:

SAY SIXTY TWO PKGS ONLY

**COPY**  
NON-NEGOTIABLE

Freight and charges:

Prepaid

Collect

Ocean Freight Collect

FOR DELIVERY OF GOODS PLEASE APPLY TO:

ATE INTERNATIONAL, LLC  
1100 LARKSPUR LANDING CIRCLE, SUITE  
155, LARKSPUR, CA 94939 U.S.A. TEL:  
1-415-925-9125 Fax: 1-415-925-9120

Prepaid at

Payable at

Number of Original B (s)/L

Shipper - Reference

S/O No.

THREE

CHINA INT'L FREIGHT CO., LTD.

Total prepaid			
Total collect			
Place and date of issue	SHANGHAI		
On Board Date	2004-02-09		
SIGNATURE			

By

AS CARRIER

Shipper / Exporter (complete name and address)  
**HAINING KARENO FURNITURE CO., LTD.**

Consignee (complete name and address)  
**THOMASVILLE FURNITURE INDUSTRIES INC.  
 401 E MAIN STREET THOMASVILLE, NC 22361**

Notify party (complete name and address)  
**ATE INTERNATIONAL, LLC  
 1100 LARKSPUR LANDING CIRCLE, SUITE  
 155, LARKSPUR, CA 94939 ATTN: TOM WATERS/LAYNE  
 DORR**

Pre Carrier by	Place of receipt
Vessel / Voyage	Port of loading
<b>MED TAIPEI / 0098-010E</b>	<b>SHANGHAI</b>
Port of discharge	Place of delivery
<b>LOS ANGELES, CA</b>	<b>SEARCY, AR</b>



Bill of Lading No.  
**CIFSH42E093**

**CHINA INT'L FREIGHT CO., LTD.  
 BILL OF LADING**

RECEIVED in apparent good order and condition except as otherwise noted the total number of containers or other packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms hereof.  
 One of the signed Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. On presentation of this document (duly endorsed) to the Delivery Agent by the Holder the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute reserving them binding on the Merchant) become binding in all respects between the Carrier and the Holder as though the contract evidenced hereby had been made between them.  
 IN WITNESS Where of this number of original Bills of Lading stated below all of tenor and date one of which being accomplished the others is stand void.

Final destination (for the Merchant's reference)

MKS & NOS CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
	<b>114 PKGS</b>	<b>WOODEN FRAME SOFA</b>	<b>9000 (KGS)</b>	<b>174 (CBM)</b>

EISU1457162/1369236  
 EMCU1179583/1369282  
 TTN09298065/1297397  
 N/M

THIS SHIPMENT CONTAINS NO SOLID  
 WOOD PACKING MATERIAL  
 SHIPPER'S LOAD, COUNT AND SEAL

1X40'HQ  
 2X40'GP  
 CY-DOOR

ON BOARD  
*Deborah*

9 FEB 2004

Total number of packages: **SAY ONE HUNDRED AND FOURTEEN PKGS ONLY**

**ORIGINAL**

Freight and charges	Prepaid	Collect
<b>Ocean Freight Collect</b>		
Total prepaid		
Total collect		
Place and date of issue	<b>SHANGHAI</b>	
On Board Date	<b>2004-02-09</b>	
SIGNATURE	<i>Deborah</i>	

FOR DELIVERY OF GOODS PLEASE APPLY TO:  
**ATE INTERNATIONAL, LLC  
 1100 LARKSPUR LANDING CIRCLE, SUITE  
 155, LARKSPUR, CA 94939 U.S.A. TEL:  
 1-415-925-9125 Fax: 1-415-925-9120**

Prepaid at	Payable at
Number of Original B (s/L)	Shipper - Reference S/O No.
<b>THREE</b>	

**CHINA INT'L FREIGHT CO., LTD.**  
 for and behalf of  
**China International Freight Co., Ltd**

By *Deborah*  
 AS CARRIER (Authorized Signature)

ATE LOSISTICS CO., LTD.  
ROOM 802, NO. 45, YAN-AN ROAD  
EAST, SHANGHAI, CHINA 200002  
TEL: 021-63373535  
FAX: 021-63373797/98

858499181177

LT00754

ATE INTERNATIONAL, LLC  
1100 LARKSPUR LANDING CIRCLE, SUITE  
155, LARKSPUR, CA 94939 U.S.A.  
TEL: 1-415-925-9125  
FAX: 1-415-925-9120

ATE INTERNATIONAL, LLC  
1100 LARKSPUR LANDING CIRCLE, SUITE  
155, LARKSPUR, CA 94939 U.S.A.  
TEL: 1-415-925-9125  
FAX: 1-415-925-9120

SHANGHAI

MED TAIPEI 0098-010E SHANGHAI  
LOS ANGELES, CA. SEARCY, AR

EISU1457162/4SD/1369236 52 PKG  
EMCUL179583/4SD/1369282 31 PKG  
TTNU9298065/4SH/1297397 31 PKG

174.0000 CBM  
9,000.00 KGS

NO MARK 1 X 40H  
& 2 X 40'

WOODEN FRAME SOFA

THIS SHIPMENT DOES NOT CONTAIN ANY  
SOLID WOOD PACKING MATERIALS  
TOTAL : 114 PACKAGES  
"OCEAN FREIGHT PREPAID"  
SHIPPER'S LOAD & COUNT

THREE (3) CONTAINERS ONLY

O.F.	2.000/4SD	US\$2,710.00	US\$5,420.00
O.F.	1.000/4SH	US\$2,817.00	US\$2,817.00
FCL/DC	2.000/4SD	US\$740.00	US\$1,480.00
FCL/DC	1.000/4SH	US\$833.00	US\$833.00
ACC	2.000/4SD	US\$31.00	US\$62.00
ACC	1.000/4SH	US\$31.00	US\$31.00
SCMC	1.000/B/L	US\$25.00	US\$25.00
			-----
			US\$10,668.00

LTNV  
858499181177 SHANGHAI  
NIL (0) SHANGHAI  
FEB.09,2004

FCL/FCL O/D FEB.09,2004



**EVERGREEN**  
EVERGREEN MARINE CORPORATION

**BILL OF LADING**

(2) Shipper/Exporter ATE LOGISTICS CO., LTD. ROOM 802, NO.55, YAN-AN EAST ROAD, SHANGHAI, CHINA TEL: 86-21-6337-3535 FAX: 86-21-6337-3797		(5) Document No. 142498782711		
(3) Consignee (complete name and address) KAMINO INTERNATIONAL 640 AIRPORT SOUTH PARKWAY SUITE 400 ATLANTA, GA 30349 TEL: 770 994 5800 FAX: 770 994 5789 EMAIL: RON.CHUNG@KAMINO.COM JUILA.SUBER@KAMINO.COM		(6) Export References		
(4) Notify Party (complete name and address) KAMINO INTERNATIONAL 640 AIRPORT SOUTH PARKWAY SUITE 400 ATLANTA, GA 30349 TEL: 770 994 5800 FAX: 770 994 5789 EMAIL: RON.CHUNG@KAMINO.COM JUILA.SUBER@KAMINO.COM		(7) Forwarding Agent-References  (8) Port and Country of Origin (for the Merchant's reference only) (9) Also Notify Party (complete name and address)		
(12) Pre carriage by (13) Place of Receipt/Date SHANGHAI		(10) Onward Inland Routing/Export Instructions (for the Merchant's reference only)		
(14) Ocean Vessel/Voy. No. MED TAIPEI 0098-010E LOS ANGELES, CA		(15) Port of Loading SHANGHAI (17) SHANGHAI, ATLANTA, GA		
Particulars furnished by the Merchant				
(18) Container No. and Seal No. CONTAINER NO./SEAL NO.  GATU8496935/40H/93203  D.K.	(19) Quantity and Kind of Packages 1 X 40H	(20) Description of Goods 424 CTNS (HI-CUBE)  HAIR ORNAMENTS SCARF HAT  THIS SHIPMENT DOES NOT CONTAIN ANY SOLID WOOD PACKING MATERIALS  "OCEAN FREIGHT COLLECT" SHIPPER'S LOAD & COUNT 424 CARTONS	(21) Measurement (M³) Gross Weight (KG) 68.0000 CBM 7,000.000 KGS	
(22) TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS) ONE (1) CONTAINER ONLY				
(24) FREIGHT & CHARGES				
	Revenue tons	Rate	Per Prepaid	Collected
O.F.	1.0000/40H	USD2,397.00		USD2,397.00
ACC	1.0000/40H	USD31.00		USD31.00
FCL/DC	1.0000/40H	USD1,203.00		USD1,203.00
SCMC	1.0000 B/L	USD25.00	USD25.00	
			USD25.00	USD3,631.00
(25) B/L NO. EISU 142498782711				(29) Prepaid at (30) Collect at HONG KONG
(26) Service Type/Mode FCL/FCL O/R				(31) Exchange Rate
(27) Number of Original B(s)/L (28) Place of B(s)/L Issue/Date SHANGHAI FEB.08, 2004		(32) Date of Issue FEB.08, 2004 MED TAIPEI 0098-010E SHANGHAI		
EVERGREEN INTERNATIONAL CORPORATION AS AGENTS FOR THE CARRIER EVERGREEN MARINE CORPORATION				



**EVERGREEN**  
EVERGREEN MARINE CORPORATION

**BILL OF LADING**

(2) Shipper/Exporter <b>MERITS HEALTH PRODUCTS CO., LTD.</b>		(5) Document No <b>142498599908</b>
(3) Consignee (complete name and address) <b>TO ORDER</b>		(6) Export References
(4) Notify Party (complete name and address) <b>DALTON INSTRUMENT CORPORATION 1103 VENTURE, CARROLLTON, TX. 75006, U.S.A.</b>		(7) Forwarding Agent-References
(12) Pre-carriage by		(8) Point and Country of Origin (for the Merchant's reference only)
(13) Place of Receipt/Date <b>SHANGHAI</b>	(14) Ocean Vessel/Voy. No. <b>MED TAIPEI 0098-0102</b>	(9) Also Notify Party (complete name and address) <b>DFW INTERNATIONAL SERVICES, INC. 3025 ROY ORR BLVD GRAND PRAIRIE, TX 75050 PHONE: 972-262-0539 FAX: 972-262-29 CONTRACT: CHERYL WOODYARD</b>
(15) Port of Loading <b>SHANGHAI</b>	(16) Place of Discharge <b>LOS ANGELES, CA</b>	(10) Onward Inland Forwarding/Export Instructions (for the Merchant's reference only)
(17) Place of Delivery <b>LOS ANGELES, CA</b>	Particulars furnished by the Merchant	

(18) Container No. and Seal No., Marks & Nos.	(19) Quantity and Kind of Packages	(20) Description of Goods	(21) Measurement (M3) Gross Weight (KGS)
CONTAINER NO./SEAL NO.  TGEU7567098/40H/23375 1 X 40H  DALTON DALLAS C/NO: 1-264 MADE IN CHINA		264 CTNS (HI-CUBE)  ELECTRIC BED WHEELCHAIR ACCESSORY THIS SHIPMENT DOES NOT CONTAIN ANY SOLID WOOD PACKING MATERIALS SC NO. 17183 COLLECT AT DESTINATION  "OCEAN FREIGHT COLLECT" SHIPPER'S LOAD & COUNT 264 CARTONS	64.0000 CBM 10,420.000 KGS
(22) TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS) <b>ONE (1) CONTAINER ONLY</b>			
(24) FREIGHT & CHARGES	Revenue Tons	Rate	Per Prepaid Collect
O.F. PCL/DC P.C. SCMC	1.0000/40H 1.0000/40H 1.0000/40H 1.0000 B/L	USD1,980.00 USD833.00 USD99.00 USD25.00	USD1,980.00 USD833.00 USD99.00 USD25.00
			USD2,912.00

(25) B/L NO. <b>EISU 142498599908</b>	(27) Number of Original B(s)/L <b>THREE (3)</b>	(29) Prepaid at	(30) Collect at
(70) Service Type/Mode <b>PCL/FCL O/O</b>	(28) Place of B(s)/L Issue/Date <b>SHANGHAI FEB. 08, 2004</b>	(31) Exchange Rate	(34) Destination <b>LOS ANGELES</b>
FORM NO. CMB5C2100700		EVERGREEN INTERNATIONAL CORPORATION By _____ AS AGENTS FOR THE CARRIER EVERGREEN MARINE CORPORATION	



**EVERGREEN**  
EVERGREEN MARINE CORPORATION

**BILL OF LADING**

(2) Shipper/Exporter NEWPORT CH INTERNATIONAL LLC. 3030 SATURN STREET, SUITE 203, BREA, CA 92821, U.S.A. TEL: 714-5728881 FAX: 714-5720988 Shipper code		(5) Document No. 45828155 (6) Export References REF. NO.: 80299-2	
(3) Consignee (complete name and address) TIANJIN TAI FENG TRADING CO., LTD. NO. 2 2ND AVE., TEDA, TIANJIN 300457 CHINA		(7) Forwarding Agent-References TRAFFIC CARE INTERNATIONAL CORP. 3733 ROSEMEAD BLVD.#203 ROSEMEAD	
(4) Notify Party (complete name and address) TIANJIN TAI FENG TRADING CO., LTD. NO. 2 2ND AVE., TEDA, TIANJIN 300457 CHINA Notify code		(8) Point and Country of Origin (for the Merchant's reference only) (9) Also Notify Party (complete name and address)	
(12) Pre-carriage by	(13) Place of Receipt/Date	(10) Onward Island Routing/Export Instructions (for the Merchant's reference only)	
(14) Ocean Vessel/Voy. No.	(15) Port of Loading		
(16) Part of Shipment	(17) Part of Shipment	(11) Particulars furnished by the Merchant MED TAIPEI 0098-010W YINGANG CHINA YINGANG CHINA	
(18) Container No. and Seal No.	(19) Quantity and Kind of Packages	(20) Description of Goods	(21) Measurement (M³) Gross Weight (KGS)
CONTAINER NO./SEAL NO.			
GESU4462676/40H/12821 EMCU9110541/40H/13537 2 x 40H		33 BALS 17999.000KGS (111 CUBE) 33 BALS 17237.000KGS (111 CUBE)	100.0000 CBM 35,236.000 KGS
MARK/DESP DATA SEE ATTACHED LIST		"OCEAN FREIGHT PREPAID" SHIPPER'S LOAD & COUNT	
(22) TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS)	TWO (2) CONTAINERS ONLY		
(24) FREIGHT & CHARGES	Revenue Tonn	Rate	Per Prepaid Collect
O-F. D/F	2.0000/40H 1.0000 B/I	USD300.00 USD25.00	USD600.00 USD25.00 USD625.00
(25) B/L NO.	(27) Number of Original B(s)/A	(29) Prepaid at	(30) Collect at
EISU 446400007545	(28) Place of B(s)/A Issue/Date NIL (0)	LOS ANGELES, CA	(32) Exchange Rate
(26) Service Type/Mode	(31) Date of Issue FEB. 25, 2004		
FCL/FCL O/O	EVERGREEN INTERNATIONAL CORPORATION		
FORM NO. CBS/CY-002-00	FEB. 25, 2004 MED TAIPEI 0098-010W OAKLAND, CA AS AGENTS FOR THE CARRIER EVERGREEN MARINE CORPORATION		

NON-COPY NEGOTIABLE

\*\* MARK/DESP \*\* MED TAIPEI 0098-010W

B/L NO: RJSU 446400007545 BKG NO: 45828155 PAGE: 1/1

MARKS	DESCRIPTION
NO MARKS	OCEAN FREIGHT PREPAID
	SHIPPER'S LOAD & COUNT
	SAY TOTAL: 2X40' ONLY
	2X 40' CONTAINER SLAC:
	66 BALES
	COMMODITY: DLK #13
	CLEAN ON BOARD 2/25/04
	SPLIT FROM MASTER BL 446400007189
	THIS BL IS FOR MANIFEST PURPOSE ONLY.