

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**IN RE: METHYL TERTIARY BUTYL
ETHER ("MTBE") PRODUCTS
LIABILITY LITIGATION**

**Master File No. 1:00-1898
MDL 1358 (SAS)
M21-88**

This document relates to:

DECLARATION OF

Commonwealth of Puerto Rico, et al.

Matthew Anderson

v.

*Shell Oil Co., et al.,
Case No. 07-CIV-10470 (SAS)*

I, Matthew Anderson, declare and state:

1. I am over the age of 21. I have not been convicted of any crimes and I am competent to make this declaration. I have personal knowledge of the facts and matters set forth in this Declaration and they are all true and correct.

2. I am the Chief Operating Officer with Charter Brokerage LLC ("Charter"), a position I have held since 2012. Charter is a leading global trade services company providing complete customs, import, export, drawback, and related services to importers and exporters in the United States of America. Since 2000, we have provided customs related services to Petrobras America Inc. ("PAI").

3. Among the services we have provided to PAI is completing and filing necessary United States Customs and Border Protection ("CBP") forms related to the importation of petroleum products to the Commonwealth of Puerto Rico. Among the forms that have to be filed in connection with the importation of petroleum products to the Commonwealth of Puerto Rico is CBP (formerly CF) Form 7501. A true and correct copy of an unexecuted current version of that form is attached as Exhibit A. The form requires, among other data, an identification of the

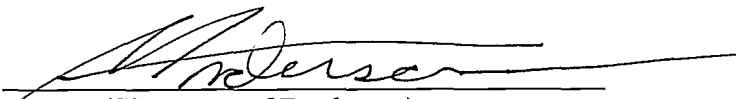
importer of record, which is the entity that is the owner or consignee of the imported cargo described in that form, within the United States or Puerto Rico, . Charter caused Form 7501s to be filed on behalf of PAI in connection with petroleum products entering Puerto Rico between 2002 and 2005.

4. Material information from the CF 7501s Charter files on behalf of clients, including PAI, is recorded and maintained by Charter. That information is normally recorded at or near the time that the Form 7501 is completed and filed with Customs, and such information is kept in the regular course of Charter's business. Attached as Exhibit B is that portion of the recorded material Charter maintains describing Form 7501 information filed on behalf of PAI between November of 2002 and May of 2005 for unleaded motor gasoline entering Puerto Rico in which PAI was identified as the importer of record.

5. Exhibit B is a representation of the information from Form 7501s filed with CBP on behalf of PAI. For example, line 11 of Exhibit B describing the entry into Puerto Rico on March 12, 2004, of 228,086 barrels of gasoline transported on the vessel Bene captures material data fields from the Form 7501. On the bills of lading for that transaction, which are Attached as Exhibit C, the shipper is identified as Petrobras America Inc.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 22, 2015.


(Signature of Declarant)

Mathew D. Anderson
(Printed Name of Declarant)

Chief Operating Officer
(Title of Declarant)

A

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

ENTRY SUMMARY

8. Importing Carrier		9. Mode of Transport		10. Country of Origin		11. Import Date					
12. B/L or AWB No.		13. Manufacturer ID		14. Exporting Country		15. Export Date					
16. I.T. No.		17. I.T. Date		18. Missing Docs		19. Foreign Port of Lading		20. U.S. Port of Unlading			
21. Location of Goods/G.O. No.		22. Consignee No.		23. Importer No.		24. Reference No.					
25. Ultimate Consignee Name and Address				26. Importer of Record Name and Address							
City		State		Zip		City		State		Zip	
27.	28. Description of Merchandise			32.	33.		34.				
Line No.	29. A. HTSUS No. B. ADA/CVD No.	30. A. Grossweight B. Manifest Qty.	31. Net Quantity in HTSUS Units	A. Entered Value B. CHGS C. Relationship	A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		Duty and I.R. Tax				
							Dollars Cents				
Other Fee Summary for Block 39		35. Total Entered Value		CBP USE ONLY				TOTALS			
		\$		A. LIQ CODE		B. Ascertained Duty		37. Duty			
		Total Other Fees		REASON CODE		C. Ascertained Tax		38. Tax			
		\$				D. Ascertained Other		39. Other			
36. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT						E. Ascertained Total		40. Total			
<p>I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.</p>											
41. DECLARANT NAME				TITLE		SIGNATURE		DATE			
42. Broker/Filer Information (Name, address, phone number)				43. Broker/Importer File No.							

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

ENTRY SUMMARY CONTINUATION SHEET

OMB No. 1651-0022
EXP. 08-31-2014

1. Filer Code/Entry No.

27. Line No.	28. Description of Merchandise			32. A. Entered Value B. CHGS C. Relationship	33.		34.	
	29. A. HTSUS No. B. ADA/CVD No.	30. A. Grossweight B. Manifest Qty.	31. Net Quantity in HTSUS Units		A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.	Duty and I.R. Tax		
						Dollars	Cents	

B

Importer Name	Importer Number	Vessel	File Number	Entry Number	Created By	MOI	Entry Date	Entry Summary Date	Import Date	ABI Status	Entry	Port of Entry	Port of Unltd/Intra-CoE	Export Date	CoO	Bill of Lading	
PETROBRAS AMERICA INC	176-023518300	IBORA	IPBR02-133	UI4-3002150-8	IAP	110	11/26/2002	11/16/2002	11/26/2002	LIQUIDATED	01	4909	4909	IPR	BR	10/14/2002	BR IMulti
PETROBRAS AMERICA INC	176-023518300	IFATHFUL	IPBR02-141	UI4-3002314-0	EDC	110	11/26/2002	11/9/2002	11/24/2002	LIQUIDATED	01	4909	4909	IPR	BR	11/11/2002	BR IAYLASJ2002319
PETROBRAS AMERICA INC	176-023518300	IBALUNI	IPBR02-152	UI4-3002438-7	IAA	110	11/26/2002	11/8/2003	11/21/2002	LIQUIDATED	01	4909	4909	IPR	BR	11/30/2002	BR IAR IMulti
PETROBRAS AMERICA INC	176-023518300	IMARCHEKAN	IPBR03-005	UI4-3002598-8	IAA	110	11/21/2003	11/31/2003	11/21/2003	LIQUIDATED	01	4909	4909	IPR	BR	11/2/2003	BR IDPKTP3DK80301011
PETROBRAS AMERICA INC	176-023518300	IBALUNI	IPBR03-060	UI4-3003567-2	IKLK	110	10/11/2003	10/23/2003	10/11/2003	LIQUIDATED	01	4909	4909	IPR	IAN	10/10/2003	IAN IBROD3582803
PETROBRAS AMERICA INC	176-023518300	ISKOWHEGAN	IPBR03-095	UI4-3004092-0	IAA	110	10/15/2003	10/27/2003	10/15/2003	LIQUIDATED	01	4909	4909	IPR	BS	10/17/2003	BR IAYLA2003122
PETROBRAS AMERICA INC	176-023518300	IFATHFUL	IPBR03-127	UI4-3004486-4	IKLK	110	10/11/2003	10/14/2003	10/11/2003	LIQUIDATED	01	4908	4908	IPR	BR	10/19/2003	BR IAYLAGHP011001
PETROBRAS AMERICA INC	176-023518300	IBALUNI	IPBR03-133	UI4-3004574-7	IKLK	110	10/15/2003	10/27/2003	10/15/2003	LIQUIDATED	01	4908	4908	IPR	BR	10/27/2003	BR IAYLABROD35814030
PETROBRAS AMERICA INC	176-023518300	IPODRAVINA	IPBR03-144	UI4-3004796-6	IAA	110	11/12/2003	11/24/2003	11/11/2003	LIQUIDATED	01	4908	4908	IPR	BR	10/29/2003	BR IAYLACTIGOPON1111
PETROBRAS AMERICA INC	176-023518300	IAMAZON GUARDIAN	IPBR03-150	UI4-3005107-5	IAA	110	11/21/2003	11/29/2003	11/21/2003	LIQUIDATED	01	4908	4912	IPR	BR	12/5/2003	BR IMulti
PETROBRAS AMERICA INC	176-023518300	ICABO TAMAR	IPBR03-152	UI4-3005131-5	IAA	110	11/22/2003	11/2/2004	11/19/2003	LIQUIDATED	01	4908	4912	IPR	BS	12/16/2003	BR IAYLAPETROBR1712
PETROBRAS AMERICA INC	176-023518300	IAMAZON GUARDIAN	IPBR03-153	UI4-3005203-2	BLR	110	11/25/2003	11/7/2004	11/25/2003	LIQUIDATED	01	4908	4908	IPR	CD	12/22/2003	CD UNW03122
PETROBRAS AMERICA INC	176-023518300	ICABO TAMAR	IPBR04-004	UI4-3005342-8	BLR	110	11/15/2004	11/28/2004	11/15/2004	LIQUIDATED	01	4908	4912	IPR	BS	11/12/2004	BR IANNV075004062
PETROBRAS AMERICA INC	176-023518300	IAMAZON EXPLORER	IPBR04-007	UI4-3005457-4	IAA	110	11/28/2004	12/9/2004	11/28/2004	LIQUIDATED	01	4908	4912	IPR	BS	11/25/2004	BR IAYLAPETROAE0430
PETROBRAS AMERICA INC	176-023518300	IAMAZON EXPLORER	IPBR04-009	UI4-3005522-5	IAA	110	12/6/2004	12/19/2004	12/6/2004	LIQUIDATED	01	4908	4912	IPR	BS	12/3/2004	BR IPRMEXPO10204001
PETROBRAS AMERICA INC	176-023518300	IAMAZON GLADIATOR	IPBR04-011	UI4-3005839-5	IAA	110	10/9/2004	10/19/2004	10/9/2004	LIQUIDATED	01	4908	4912	IPR	BS	10/6/2004	BS IC5HVLG040304001
PETROBRAS AMERICA INC	176-023518300	IBENE	IPBR04-012	UI4-3005848-4	IAA	110	10/10/2004	10/22/2004	10/10/2004	CANCELED	01	4908	4908	IPR	BR	12/3/2004	BR IAYLACTIGOB0E10
PETROBRAS AMERICA INC	176-023518300	IBENE	IPBR04-013	UI4-3005868-2	IAA	110	10/12/2004	10/24/2004	10/12/2004	LIQUIDATED	01	4909	4909	IPR	IAN	12/3/2004	IAN IMulti
PETROBRAS AMERICA INC	176-023518300	ICHAMPION EXPRESS	IPBR04-014	UI4-3005894-8	IAA	110	10/15/2004	10/25/2004	10/15/2004	LIQUIDATED	01	4908	4908	IPR	IAN	12/16/2004	IAN IAYLACTIG0CE15

Manufacturer Id	FIRMS	Line Id	HTS Classification	HTS Description	Product Name	Product Description	SP1	Entered Quantity	Entered Weight	Entered Value	Duty Rate	Duty	HMF	IMPF	Liq. Date	Liq. Duty
BRPETBRA6SRIO	M391-	001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			246854	29547730	9086983	0.525	129388.35	111358.73	485	10/10/2003	112938.35
BRPETBRA6SRIO	M337-	001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			160666	19384310	4521154	0.525	84349.65	5651.44	485	10/10/2003	84349.65
BRPETBRA6SRIO	M391-	002	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			137708	15921801	4887261	0.525	72296.70	6109.08	485	11/7/2003	78059.54
BRPETBRA6SRIO	M391-	001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			156875	18517600	5630128	0.525	82359.90	17037.66	485	11/5/2003	82359.9
BRPETBRA6SRIO	M391-	001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER	GASOLINE - UNLEADED OTHER		148363	17012420	5177875	0.525	177890.58	6472.34	485	14/23/2004	177890.58
BRPETBRA6SRIO	M391-	001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER	GASOLINE - UNLEADED OTHER		64612	7728960	2548203	0.525	33921.30	3185.38	485	6/25/2004	33921.3
BRPETBRA6SRIO	I0792-	001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER	GASOLINE - UNLEADED OTHER		141104	16924670	4912967	0.525	174079.60	16141.21	485	8/13/2004	174079.6
BRPETBRA6SRIO	I0792-	001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER	GASOLINE - UNLEADED OTHER		41829	4961370	1528428	0.525	21960.23	0.00	485	8/22/2004	21960.23
BRPETBRA6SRIO	I0010-	001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER	GASOLINE - UNLEADED OTHER		100699	12078300	3566198	0.525	57866.98	4457.75	485	9/24/2004	57866.98
BRPETBRA6SRIO	IM408-	001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6	FUEL OIL NO. 6		427746	67913285	10648730	0.0525	22456.67	0.00	485	10/29/2004	22456.67
BRPETBRA6SRIO	IM408-	001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6	FUEL OIL NO. 6		344730	5481471	8530299	0.0525	18098.33	0.00	485	11/5/2004	18098.33
CEEDCAR	IM408-	001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6	FUEL OIL NO. 6	3+	100333	15405761	2236914	0	0.00	0.00	485	11/12/2004	0
BRPETBRA6SRIO	IM408-	001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6	FUEL OIL NO. 6		343817	54823719	7990310	0.0525	18050.39	0.00	485	11/26/2004	18050.39
BRPETBRA6SRIO	IM408-	001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6	FUEL OIL NO. 6		351687	56158983	9583464	0.0525	18463.57	0.00	485	11/21/2004	18463.57
BRPETBRA6SRIO	IM408-	001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6	FUEL OIL NO. 6		400033	64107784	11240931	0.0525	21001.73	0.00	485	11/21/2004	21001.73
BRPETBRA6SRIO	IM408-	001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6	FUEL OIL NO. 6		444838	70577957	11118720	0.0525	23354.00	0.00	485	11/21/2005	23354
BRPETBRA6SRIO	I0010-	001	2710111519	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER	GASOLINE - UNLEADED OTHER		50000	1	2246000	0.525	26250.00	2807.50	485		
BRPETBRA6SRIO	IM391-	001	2710111519	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER	GASOLINE - UNLEADED OTHER		228086	27041820	10947094	0.525	119745.15	12538.86	485	1/21/2005	139308.76
BRPETBRA6SRIO	IM408-	001	2710111519	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER	GASOLINE - UNLEADED OTHER		1105401	12449540	4642887	0.525	55335.53	5803.61	485	1/28/2005	55335.53

Liq. Fee	Invoice Description 2	Charges	Quantity	Entry Creation	INAFITA Recon
11943.73		431134	IBBL	10/25/2002	F
6136.44		241090	IBBL	11/22/2002	F
6725.94		203003	IBBL	12/18/2002	F
7522.66	API GRAVITY @ 60 DEG. F=58.6	239393	IBBL	11/17/2003	F
6472.34	API GRAVITY @ 60 DEG.F=64.2	388483	IBBL	6/10/2003	F
3670.38	API GRAVITY @ 60 DEG.F=56.1	54826	IBBL	8/13/2003	F
6526.21	API GRAVITY @ 60 DEG.F=55.6	128031	IBBL	9/30/2003	F
485	API GRAVITY @ 60 DEG= 57.7	60652	IBBL	10/14/2003	F
4912.75	API GRAVITY @ 60 DEG= 55.6	206433	IBBL	11/10/2003	F
485	API GRAVITY @ 60 DEG= 14.0	1274682	IBBL	12/15/2003	F
485	API GRAVITY @ 60 DEG= 8.0	671811	IBBL	12/18/2003	F
485	API GRAVITY @ 60 DEG= 5.8	132640	IBBL	12/24/2003	F
485	API GRAVITY @ 60 DEG= 9.3	662192	IBBL	1/14/2004	F
485	API GRAVITY @ 60 DEG= 9.1	774766	IBBL	1/22/2004	F
485	API GRAVITY @ 60 DEG= 8.6	886073	IBBL	2/5/2004	F
0	API GRAVITY @ 60 DEG= 9.9	624552	IBBL	3/8/2004	F
		2	IBBL	3/9/2004	F
13003.49		564894	IBBL	3/11/2004	F
5803.61	API GRAVITY @ 60 DEG= 58.5	261032	IBBL	3/12/2004	F

C

PARCEL 1

Statia Terminals, N.V.
TANKER BILL OF LADING
SCAC CODE: BROD / 35909031

Non-Negotiable
Copy

Shipped in apparent good order and condition by: PETROBRAS AMERICA INC.
(Shipper)

on board the CROATIAN M/V BENE
(Flag) (Type) (Vessel's Name)

whereof: PETAR BUSURELO is Master; at the port of
(Master's Full Name)

St. Eustatius, Netherlands Antilles; a quantity said to be:

Cargo Description:

QUANTITY

UNLEADED
GASOLINE

98,973	Net U.S. Barrels at 60° F
4,156,866	Net U.S. Gallons at 60° F
11,565.98	Net Long Tons
15,724.830	Cubic Meters at 15° C
11,752.054	Net Metric Tons

the stated weight, quantity, quality, measurement, grade, nature, value and condition of the cargo being unknown to the vessel and to the Master, is to be delivered in like good order and condition at the port of: SAN JUAN, PUERTO RICO
(Discharge Port)

or so near thereto as the vessel can safely get, always afloat unto: THE ORDER OF
ASTRA OIL
(Consignee)

or order, on payment of freight, or as per charter party dated As Per Charter Party
(C/P Date)
between As Per Charter Party All the terms
Charterer and Owner

whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, applies by reason of the port of loading or discharging being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further.

In witness whereof, the Master, or his Agent, has signed Three (3)
(Number Of Original Bill(s) Of Lading)

Original Bill(s) of Lading, all of this tenor and date, drawn as one set and consecutively numbered, any one of which being accomplished, all others being void.

Received on board / Clean on board Freight payable as per charter party
1. "All terms, conditions and exceptions including the arbitration clause of the charter party are incorporated herein."
2. If one original Bill of Lading is placed on board, delivery of cargo may properly be made on instructions received from the charterers.

St. Eustatius, Netherlands Antilles
MARCH 09, 2004

Master, PETAR BUSURELO
(Vessel's Name) (Master's Full Name)

PAI 03/04

St. Eustatius Terminals, N.V.

NON-NEGOTIABLE COPY

PARCEL 2

TANKER BILL OF LADING

SCAC CODE: BROD / 35911032

Shipped in apparent good order and condition by: PETROBRAS AMERICA INC.

on board the CROATIAN M/V BENE

whereof: PETAR BUSURELO is Master, at the port of

St. Eustatius, Netherlands Antilles; a quantity said to be:

Cargo Description	QUANTITY
UNLEADED GASOLINE	129,908 Net U.S. Barrels at 60° F
	5,456,136 Net U.S. Gallons at 60° F
	15,005.67 Net Long Tons
	20,639.783 Cubic Meters at 15° C
	15,247.302 Net Metric Tons

the stated weight, quantity, quality, measurement, grade, nature, value and condition of the cargo being unknown to the vessel and to the Master, is to be delivered in like good order and condition at the port of: SAN JUAN, PUERTO RICO

or so near thereto as the vessel can safely get, always afloat unto: THE ORDER OF

ASTRA OIL

or order, on payment of freight, or as per charter party dated As Per Charter Party

between As Per Charter Party All the terms

whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, applies by reason of the port of loading or discharging being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further.

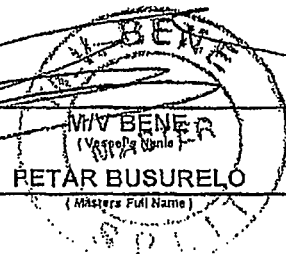
In witness whereof, the Master; or his Agent, has signed Three (3)

Original Bill(s) of Lading, all of this tenor and date, drawn as one set and consecutively numbered, any one of which being accomplished, all others being void.

- Received on board / Clean on board
- Freight payable as per charter party
- 1. "All terms, conditions and exceptions including the arbitration clause of the charter party are incorporated herein."
- 2. If one original Bill of Lading is placed on board, delivery of cargo may properly be made on instructions received from the charterers.

St. Eustatius, Netherlands Antilles
MARCH 11TH, 2004

Master:



PETAR BUSURELO

PAI 02/04

Statia Terminals, N.V.

NON-NEGOTIABLE COPY

PARCEL 3

TANKER BILL OF LADING

SCAC CODE: BROD / 35912033

Shipped in apparent good order and condition by: PETROBRAS AMERICA INC. (Shipper)

on board the CROATIAN M/V BENE (Type) (Vessel's Name)

whereof: PETAR BUSURELO is Master, at the port of (Master's Full Name)

St. Eustatius, Netherlands Antilles; a quantity said to be:

Cargo Description

QUANTITY

MTBE

7,991	Net U.S. Barrels at 60° F
335,622	Net U.S. Gallons at 60° F
929,91	Net Long Tons
1,269.610	Cubic Meters at 15° C
944.856	Net Metric Tons

the stated weight, quantity, quality, measurement, grade, nature, value and condition of the cargo being unknown to the vessel and to the Master, is to be delivered in like good order and condition at the port of: SAN JUAN, PUERTO RICO (Discharge Port)

or so near thereto as the vessel can safely get, always afloat unto: THE ORDER OF

ASTRA OIL (Consignee)

or order, on payment of freight, or as per charter party dated As Per Charter Party (C/P Date)

between As Per Charter Party All the terms (Charterer and Owner)

whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, applies by reason of the port of loading or discharging being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further.

In witness whereof, the Master, or his Agent, has signed Three (3) (Number of Original Bill(s) of Lading)

Original Bill(s) of Lading, all of this tenor and date, drawn as one set and consecutively numbered, any one of which being accomplished, all others being void.

Received on board / Clean on board
Freight payable as per charter party

- "All terms, conditions and exceptions including the arbitration clause of the charter party are incorporated herein."
- If one original Bill of Lading is placed on board, delivery of cargo may properly be made on instructions received from the charterers.

St. Eustatius, Netherlands Antilles
MARCH 12TH, 2004

M/B BENE
-Master, (Vessel's Name)
PETAR BUSURELO
(Master's Full Name)