



ORIGINAL RECEIVED ALJ(S) LADRS Pub

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2010 JUL 23 PM 2:45
FEDERAL MARITIME COMMISSION

Of Counsel:
Albert O. Grant II, Esq
(Admitted to NY and NJ bar)

10-08

June 30, 2010

Federal Maritime Commission
Office of the Secretary
800 N. Capitol Street, NW
Washington, DC, 20573

Re: Filing of a Formal Request for Adjudication of Claim against Chief Cargo Services, Inc and Kaiser Apparel, Inc, (Second Notify Party)

Claimant: Bimsha International
6a Attari Industrial Estate 18 km Ferozepur Road Lahor Pakistan
and Chowk Mujahid Road, Sailkot - 51310, Pakistan

Respondent (1), Chief Cargo Services, Inc
Respondent (2), Kaiser Apparel, Inc (Second Notify Party)
Having address at 175-41 148th Road, Jamaica, New York (USA) 11434.

Dear Secretary of the Commission:

- I. Claimant designates New York City as the place for a hearing.
- II. Please be advised that this law firm represents the above referenced Claimant, Bimsha International, which does hereby file with the Commission a Complaint for a Formal Adjudication under the Shipping Act of 1984 as modified by the Ocean Shipping Reform Act of 1998 and the Bill of Lading Act (49 USC) sections 80101-80116.
- III. This Complaint is filed against the two Respondents listed below:
 - (1) Chief Cargo Services, Inc
 - (2) Kaiser Apparel, Inc (Second Notify Party)

With their address at 175-41 148th Road, Jamaica, New York (USA) 11434.

Upon information and belief the Respondents fraudulently and unlawfully/wrongfully released the shipments without Bills of Lading to the customer and violated the laws applicable as follows:

U.S. Code Title 46 Sec 1 (a), Sec 30701 (4), 30701 (6), 30701 (7), 30701 (8), Sec 41102 (b), 41102 (c) (Shipping Act Sec 10 (a)(1) and 10 (d)(1)), 41301 (sec 11 (a) of the Shipping Act), 41302, 41303, 41304, 41305, 41309, 305

U.S. Code 49 Sec 80101, 80102, 80103, 80104, 80110, 80111, 80116, 80106.

IV. The transactions alleged violated by the Respondents are:

<u>HBL#</u>	<u>Container#</u>	<u>Arrival in New York</u>	<u>Amount Owed</u>	<u>Amount Paid On Account</u>	<u>Date Paid</u>	<u>Unpaid Balance</u>
cc-586-003-NYK	UACU-821388-5	May 30, 2009	\$88,404	\$79,000	10/10/09	\$ 9,404
cc-592-003-NYK	GATU-84089-5	July 4, 2009	\$99,090	\$0		\$99,090
cc-598-001-NYK	UACU-525311-7	September 13, 2009	\$99,315.74	\$0		<u>\$99,315.74</u>
<u>Total Unpaid</u>						\$207,809.74

V. The Claimant is in the business of manufacturing garments and its business is located at the address above in Pakistan. Upon information and belief the Respondents are New York State Corporations doing business in New York State and elsewhere, performing freight forwarding and cargo handling services paying freight charges, paying import duties and performing US Customs clearance services for its customers.

VI. The transactions complained of against the Respondents took place between Pakistan, over the ocean and in New York City.

VII. Upon information and belief the Respondents fraudulently, unlawfully, and wrongfully released the shipments without obtaining the endorsed negotiable Bills of Lading and remitting payment for the shipments as required by the Shipping Act and the Bill of Lading Act. Claimant alleges the shipments were to be released only upon presentation of Original endorsed Negotiable Bills of Lading. The payment terms for the goods were on a CAD (Cash Against Documents) basis. The terms were violated when Respondents released the goods without obtaining the endorsed Bills of Lading.

VIII. Wherefore Claimant respectfully requests the Commission investigate the matter, requiring Respondents to answer the charges and for an order commanding Respondents to pay reparations for their unlawful conduct herein, the sum of \$207,809.74 with interest and attorneys fees or such other reparations as the Commission may determine.

IX. Copies of the Exhibits supporting the Claim are annexed hereto.

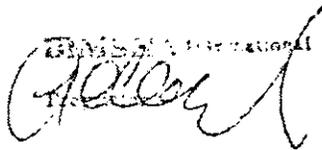
LIST OF EXHIBITS

- Exhibit 1: Copies of 3 Bills of Lading issued by Chief Cargo.
- Exhibit 2: Copy of corresponding 3 Master Bills of Lading for shipments
- Exhibit 3: Copies of invoices, packing lists, for 3 shipments.
- Exhibit 4: Copy of Claimant counsel's letter to Respondent demanding payment.
- Exhibit 5: Chief Cargo's customer's Admission that they intend to pay for the goods and the dates when payment will be made.

We respectfully request this claim be assigned to the Formal Petition Docket. Enclosed is our payment of the filing fee in the amount of \$211.

Thank you for your courtesy and cooperation in this matter.

Dated: New York, NY June 30, 2010
Bimsha International

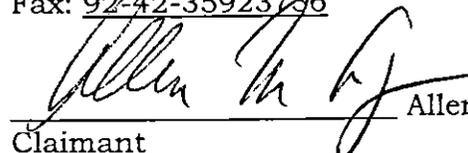


By _____

Address: Lahore Pakistan

Tel: 92-42-35923587

Fax: 92-42-35923736



Allen M. Schwartz, Attorney for
Claimant

Address: 350 Fifth Avenue, Suite 4414, New York, NY 10118,
Tel: (212)-643-8250, Fax (212)-643-8256

VERIFICATION

State of New York
County of New York ss:

I, the undersigned, an attorney admitted to practice in the courts of New York State, state that I am the attorney of record for the Claimant, Bimsha International in the within action; I have read the foregoing Formal Complaint and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe it to be true. The reason this verification is made by me and not by Claimant, Bimsha International is that the Claimant does not reside in the county where affirment has his office.

The grounds for my belief as to all matters not stated upon my own knowledge are as follows: records and information supplied by Claimant.

I affirm that the forgoing statements are true, under the penalties of perjury.

Dated: New York, NY
June 30, 2010

Allen M. Schwartz
Notary Public, State of NY
02SC8868750 Qual in NY Cnty
Comm Expires 7/31/2010

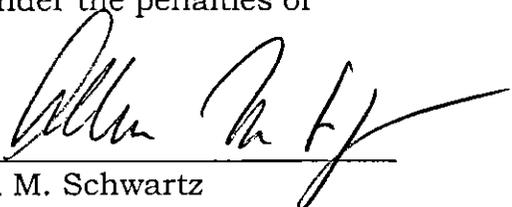

Allen M. Schwartz

EXHIBIT 1

SHIPPER:

BIMSHA INTERNATIONAL
 CHOWK MUJAHID ROAD,
 SIALKOT/18 KM FERAZ PUR ROAD
 LAHORE, PAKISTAN

CHIEF CARGO SERVICES INC.

NVOCC OPERATOR

"OTI" License No: 14365N

CONSIGNEE:

SONERI BANK LTD
 S.I.E SIALKOT PAKISTAN

BILL OF LADING

FORM 'E' NO : SBL-0296899 DT:04/05/2009

NOTIFY PARTY:

RICH KIDS JEANS CORPORATION,
 1410 BROADWAY SUITE # 1204,
 NEW YORK, NY 10018, USA
 PH. 212 391 5457

DATE OF ISSUE

08/05/2009 SCAC Code: MRTL

B/L NUMBER

CC-586-003-NYK

FOR DELIVERY OF GOODS PLEASE APPLY TO:

CHIEF CARGO SERVICES INC
 175-41 148TH Road, NY 11434 U.S.A
 TEL (718) 656-6222 FAX (718) 244-0383/244-1624

PLACE OF RECEIPT

KARACHI

PORT OF LOADING

KARACHI

OCEAN VESSEL

ABU DHABI

VOYAGE NO.

0012W

PORT OF DISCHARGE

NEW YORK USA

FINAL DESTINATION

NEW YORK USA

FREIGHT PAYABLE AT

DESTINATION

NUMBER OF ORIGINAL BSL

3

MARKS & NUMBERS
 CONTAINER & SEAL NUMBERS

NO. OF
 PACKAGES

DESCRIPTION OF PACKAGES AND GOODS
 PARTICULAR FURNISHED BY SHIPPER

GROSS WEIGHT
 KILOS

MEASUREMENT
 CBM

1270/01 TO 1606

1606 CTNS

12-OZ CROSS HATCH DENIM RAW, MEN'S
 FIVE POCKET PANT
 100% COTTON DYED

Gr. Weight
 16638.000
 Nt. Weight
 15032.000

PURCHASE ORDER NO. 21209

H.S CODE # 6203.42.40.11

FREIGHT COLLECT

"FREIGHT COLLECT"

1 X 40' STD CY/FCL CONTAINER

**CY/CY FCL/FCL
 SHIPPER LOAD & COUNT
 "FREIGHT COLLECT"**

*All terminal charges & demurage
 THC at the port of discharge/
 Destination as per line's tariff
 & at the port of consignee.*

CONTAINER NO. SEAL NO.

UACU-821388-5 373588

Also Notify Party:

KAISER APPAREL INC,
 175-41 148TH ROAD, JAMIACA,
 NEW YORK, NY 11434, USA

TOTAL

TEMPERATURE CONTROL
 INSTRUCTIONS:

FREIGHT AND
 DISBURSEMENTS

RATE AT
 1 CBM

PREPAID

COLLECT.

EXCESS VALUE DECLARATION:
 REFER TO CLAUSE 6(4)(B) + (C) ON REVERSE SIDE

AMS # CC5863LF
 CBP Transaction #
 FY4-20095857790.

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding.

The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.

In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.

M.R. TRADERS (PVT) LTD. AHL.

As Agents

TOTAL:

STAMP AND AUTHORIZED SIGNATURE

AS AGENT

SHIPPER:

BIMSHA INTERNATIONAL
 CHOWK MUJAHID ROAD,
 SIALKOT/18 KM FERAZ PUR ROAD
 LAHORE, PAKISTAN

CHIEF CARGO SERVICES INC.

NVOCC OPERATOR

"OTI" License No: 14365N

CONSIGNEE:

SONERI BANK LTD
 S.I.E SIALKOT PAKISTAN

BILL OF LADING

FORM 'E' NO : SBL-0297121 DT:13/08/2009

NOTIFY PARTY:

RICH KIDS JEANS CORPORATION
 1410 BROAD WAY SUITE # 1204,
 NEW YORK, NY 10018, USA.
 PH: 212 391 5457

DATE OF ISSUE

21/08/2009 SCAC Code: MRTL

B/L NUMBER

CC-598-001-NYK

FOR DELIVERY OF GOODS PLEASE APPLY TO:

CHIEF CARGO SERVICES INC
 175-41 148TH Road, NY 11434 U.S.A
 TEL (718) 656-6222 FAX (718) 244-0383/244-1624

PLACE OF RECEIPT

KARACHI

PORT OF LOADING

KARACHI

OCEAN VESSEL

UASC SHUWAIKH

VOYAGE NO.

0022

PORT OF DISCHARGE

NEW YORK USA

FINAL DESTINATION

NEW YORK USA

FREIGHT PAYABLE AT
DESTINATION

NUMBER OF ORIGINAL BS/L

3

MARKS & NUMBERS
 CONTAINER & SEAL NUMBERS

1274/ 1 TO 1898

NO. OF
 PACKAGES

1898 CTNS

DESCRIPTION OF PACKAGES AND GOODS
 PARTICULAR FURNISHED BY SHIPPER

12-OZ CROSS HATCH DENIM MEN'S FIVE
 POCKET PANT 100% COTTON DYED
 12-OZ CROSS HATCH DENIM BOY'S FIVE
 POCKET PANT 100% COTTON DYED

PURCHASE ORDER NO. 060709

"FREIGHT COLLECT"

1 X 40' HC CY/FCL CONTAINER

Also Notify Party:

KAISER APPAREL INC,
 175-41 148TH ROAD, JAMIACA,
 NEW YORK, NY 11434, USA
 TELL:718 656-0727, FAX 718 244 0383

FREIGHT COLLECT

GROSS WEIGHT
 KILOS

Gr.Weight
 19663.000
 Nt.Weight
 17765.000

MEASUREMENT
 CBM

**CY/CY FCL/FCL
 SHIPPER LOAD & COUNT
 "FREIGHT COLLECT"**

*All terminal charges & demurage
 THC at the port of discharge/
 Destination as per line's tariff
 & at the port of consignee.*

CONTAINER NO. SEAL NO.

UACU-525311-7 372294

TOTAL

TEMPERATURE CONTROL
 INSTRUCTIONS:

FREIGHT AND DISBURSEMENTS	RATE AT 1 CBM	PREPAID	COLLECT.	EXCESS VALUE DECLARATION: REFER TO CLAUSE 6(4)(B) + (C) ON REVERSE SIDE
AMS # CC5981LF				<p>RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding.</p> <p>The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.</p> <p>In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.</p>
TOTAL:				

M.R. TRADERS (PVT) LTD. KHI.


 As Agents

KARACHI

STAMP AND AUTHORIZED SIGNATURE

AS AGENT

EXHIBIT 2

1. BILL OF LADING FOR COMBINED TRANSPORT SHIPMENT OR PORT TO PORT SHIPMENT
 Conditions of this B/L printed on reverse can also be read on UASC's website www.uasc.com.kw)

B/L No : PKKHI001693

Book No : PKKHI001693

M. R. TRADERS (PVT.) LTD. *FCL 1610/1614 To*
 SUITE # 1208-10 12TH FLOOR CHAPAL
 PLAZA HASRAT MOHANI ROAD OFF
 I. I. CHUNDRIGAR ROAD
 KARACHI-74000, PAKISTAN***



شركة الملاحة العربية المتحدة
 UNITED ARAB SHIPPING COMPANY S.A.G

REFERENCE :

2. Consignee
 CHIEF CARGO SERVICES INC
 175-41 148TH ROAD NY
 11434 U.S.A.
 TEL (718) 6566222
 FAX (718) 2440383/244-1624

RECEIVED by the Carrier from the Shipper in apparent external good order and condition (unless otherwise noted herein) the total number of Containers or other packages or units indicated in Box 10 below entitled "Number and kind of Packages; Description of Goods" for Carriage subject to all the terms and conditions of this Bill of Lading (INCLUDING ALL CONDITIONS AND STIPULATIONS WRITTEN, PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THE FRONT AND BACK HEREOF AND ALSO THE PROVISIONS OF THE CARRIERS' DEMURRAGE OR DETENTION ON CONTAINERS AND VEHICLES AND OTHER CHARGES) from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable on payment of all freight and charges due thereon whether the Carrier is acting as such or bailee of the Merchant at his premises without the Carrier being represented and able to check or verify either the tally of Goods or the stowage, which are consequently unknown to him (see clause 12). The Merchant accepts that, except by special arrangement or pursuant to Clause 10 hereof, Containers are not weighed by the Carrier at any time. One of the signed Bills of Lading must be surrendered duly endorsed in exchange for the goods or delivery order in writing, printed, stamped or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant. Without prejudice to the generality of this reference, attention is drawn to Clauses 6, 7 and 8 (Limitation of carrier's liability), 12 (Description of Goods), 13 (Shipper's/Merchant's responsibility), 19 (Dangerous Goods) and 20 (Perishable Goods) and the terms of the Carrier's Application Tariff which relate to freight, demurrage, container charges and other charges.

3. Notify Party/Address It is agreed that no responsibility shall attach to the Carrier or his agents for failure to notify (see Clause 22.1 on reverse)
 SAME AS CONSIGNEE

7. Place of Receipt (Applicable only when this document is used as a Combined Transport Bill of Lading)

4. Vessel and Voyage No.

ABU DHABI/0012/W

8. Place of Delivery (Applicable only when this document is used as a Combined Transport Bill of Lading)

5. Port Of Loading

MOHAMMAD BIN QASIM

6. Port Of Discharge

NEW YORK

NEW YORK, USA

PARTICULARS AS DECLARED BY SHIPPER

9. Marks and Nos; Container Nos. Seal Nos;	10. Number and kind of Packages; Description of Goods	11. Gross Weight (kg)	12. Measurement (cbm)
AS PER HBL CC-586-003-NYK	TOTAL CARTONS :1606 1 X 40DC STC 1606 CARTONS 12-OZ CROSS HATCH DENIM MEN'S FIVE POCKET PANT 100% COTTON DYED FREIGHT COLLECT DDC COLLECT AUTOMATED *** TEL: 111-111-674 FAX: 2472806 CARRIAGE TERM: LINER TRANSPORT TERM: CY / CY	16638.000 KGS NET WT: 15032.000 KGS	

CONTAINER NOS.	TYPE	C. SEAL NO	S. SEAL NO	QTY	P. TYPE	C. WT (K)
UACU8213885	40DC	373588	017015	1606	CARTON (S)	16638.000

SHIPPER'S LOAD AND COUNT

***** END OF BILL OF LADING PKKHI001693 *****

SHIPPED ON BOARD ABU DHABI / 0012 / W 09-MAY-2009

Above particulars as declared by Shipper, without responsibility or warranty as to correctness by Carrier (see also Clauses 12 and 13)

13. Freight payable at DESTINATION	(NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)		
14. Date of Issue 09-MAY-2009	15. Place of Issue KARACHI, PAKISTAN	16. Movement FCL/FCL	IN WITNESS whereof, the number of original Bills of Lading stated opposite, all of the same tenor and date, have been signed, any one of which being accomplished the others to stand void signed for and on behalf of the Carrier United Arab Shipping Company S.A.G., by the designated Agent: DELTA SHIPPING (PVT) LTD. as Agent for Carrier United Arab Shipping Company. (S.A.G)
17. Shipper's Declared Value/Ad Valorem Value (see Clauses 8.2.1, 8.2.2 and 29.3 on the reverse side of this Bill of Lading)	18. Number of Original Bills of Lading 1 (ONE)		
NON NEGOTIABLE			

18. JURISDICTION: All claims or disputes arising out of the carriage of Goods under this Bill of Lading shall be determined and governed exclusively in accordance with the jurisdiction and choice of law clauses contained in Clauses 28 and 29 on the reverse side of this Bill of Lading.

BILL OF LADING FOR COMBINED TRANSPORT SHIPMENT OR PORT TO PORT SHIPMENT

and Conditions of this B/L printed on reverse can also be read on UASC's website www.uasc.com.kw

BL No.: **PKKHI002131**

Book No.: **PKKHI002131**

Reference:

Shipper
M. R. TRADERS (PVT.) LTD.
 SUITE # 1208-1210, 12TH FLOOR,
 CHAPAL PLAZA HASRAT MOHANI ROAD,
 OFF I I CHUNDRIGAR ROAD



شركة الملاحة العربية للتجارة
UNITED ARAB SHIPPING COMPANY S.A.G.

2 Consignee
CHIEF CARGO SERVICES INC
 175-41 148TH ROAD
 NY 11434 U.S.A. -
 T:+718 656 6222 F:+718 244 0383

RECEIVED by the Carrier from the Shipper in apparent external good order and condition (unless otherwise noted herein) the total number of cartons or other packages or units indicated in Box 10 below entitled "Number and kind of Packages; Description of Goods" for Carriage subject to all the terms and conditions of this Bill of Lading (INCLUDING ALL CONDITIONS AND STIPULATIONS WRITTEN, PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THE FRONT AND BACK HEREOF AND ALSO THE PROVISIONS OF THE CARRIERS' APPLICABLE TARIFF INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO CONTINGENCIES, FREIGHT, DEMURRAGE OR DETENTION ON CONTAINERS AND VEHICLES AND OTHER CHARGES) from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable on payment of all freight and charges due thereon whether the Carrier is acting as such or bailee. If the acknowledged tally is of Containers, this indicates that the Container has been packed and sealed by the Merchant at his premises without the Carrier being represented and able to check or verify either the tally of Goods or the stowage, which are consequently unknown to him (see Clause 12). The Merchant accepts that, except by special arrangement or pursuant to Clause 10 hereof, Containers are not weighed by the Carrier at any time. One of the signed Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. In accepting this Bill of Lading, the Merchant expressly accepts and agrees to all its terms and conditions whether written, printed, stamped or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant. Without prejudice to the generality of this reference, attention is drawn to Clauses 6, 7 and 8 (Limitation of carrier's liability), 12 (Description of Goods), 13 (Shipper's/Merchant's responsibility), 19 (Dangerous Goods) and 20 (Perishable Goods) and the terms of the Carrier's Applicable Tariff which relate to freight, ton, contingencies, demurrage and other charges.

3. Notify Party/Address It is agreed that no responsibility shall attach to the Carrier or his agents for failure to notify (see Clause 22.1 on reverse)
SAME AS CONSIGNEE

7. Place of Receipt (Applicable only when this document is used as a Combined Transport Bill of Lading)

4. Vessel and Voyage No.
NAJRRAN/0015/W

8. Place of Delivery (Applicable only when this document is used as a Combined Transport Bill of Lading)
NEW YORK, USA

5. Port of Loading **MOHAMMAD BIN QASIM**
 6. Port of Discharge **NEW YORK**

PARTICULARS AS DECLARED BY SHIPPER

9. Marks and Nos; Container Nos; Seal Nos; AS PER HBL CC-592-003-NYK	10. Number and kind of Packages, Description of Goods TOTAL CARTONS : 1826 1 X 40HC STC 1826 CARTONS DENIM MENS FIVE POCKET PANT 100% COTTON DYED FREIGHT COLLECT DDC COLLECT AUTOMATED CARRIAGE TERM: LINER TRANSPORT TERM: CY / CY	11. Gross Weight (kg) 19713.000 KGS NET WT: 17820.000 KGS	12. Measurement (cbm)
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CONTAINER NOS.	TYPE	C. SEAL NO	S. SEAL NO	QTY	P. TYPE	C. WT (K)
GATU8408195	40HC	344848	013342	1826	CARTON(S)	19713.000

SHIPPER'S LOAD AND COUNT

*****END OF BILL OF LADING **PKKHI002131** *****

SHIPPED ON BOARD NAJRRAN / 0015 / W 17-JUN-2009

Above particulars as declared by Shipper, without responsibility or warranty as to correctness by Carrier (see also Clauses 12 and 13)

13. Freight payable at DESTINATION	(NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)		
14. Date of Issue 17-JUN-2009	15. Place of Issue KARACHI, PAKISTAN	16. Movement FCL/FCL	
17. Shipper's Declared Value/Ad Valorem Value (see Clauses 8.2.1, 8.2.2 and 29.3 on the reverse side of this Bill of Lading)		18. Number of Original Bills of Lading 1 (ONE) ORIGINAL	

IN WITNESS whereof, the number of original Bills of Lading stated opposite, all of the same tenor and date, have been signed, any one of which being accomplished the others to stand void. Signed for and on behalf of the Carrier United Arab Shipping Company S.A.G., by the designated Agent:
DELTA SHIPPING (PVT) LTD. as Agent for Carrier
 United Arab Shipping Company. (S.A.G)

19. JURISDICTION: All claims or disputes arising out of the carriage of Goods under this Bill of Lading shall be determined and governed exclusively in accordance with the jurisdiction and choice of law clauses contained in Clauses 28 and 29 on the reverse side of this Bill of Lading.

ME 651565

GLOBAL BILL OF LADING FOR COMBINED TRANSPORT SHIPMENT OR PORT TO PORT SHIPMENT

(Terms and Conditions of this B/L printed on reverse can also be read on UASC's website www.uasc.com.kw)

B/L No.: **PKKHI003568**

Book No. **PKKHI003568**

1. Shipper
M. R. TRADERS (PVT) LTD.
 SUITE # 1208-10, 12TH FLOOR CHAPAL
 PLAZA HASRAT MOHANI ROAD, OFF I I
 CHUNDRIGAR ROAD KARACHI PAKISTAN
 74000 T:+0092-21-11111674***



شركة الملاحة العربية للتجارة
UNITED ARAB SHIPPING COMPANY S.A.C.

2. Consignee
CHIEF CARGO SERVICES INC.
 175-41 148TH ROAD NY 11434 U.S.A. -
 T:+7186566222 F:+718 244 0383

RECEIVED by the Carrier from the Shipper in apparent external good order and condition (unless otherwise noted herein) the total number of Containers or other packages or units indicated in Box 10 below entitled "Number and kind of Packages, Description of Goods" for Carriage subject to all the terms and conditions of this Bill of Lading (INCLUDING ALL CONDITIONS AND STIPULATIONS WRITTEN, PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THE FRONT AND BACK HEREOF AND ALSO THE PROVISIONS OF THE CARRIERS' APPLICABLE TARIFF INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO CONTINGENCIES, FREIGHT, DEMURRAGE OR DETENTION ON CONTAINERS AND VEHICLES AND OTHER CHARGES) from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable on payment of all freight and charges due thereon whether the Carrier is acting as such or bailee. If the acknowledged tally is of Containers, this indicates that the Container has been packed and sealed by the Merchant at his premises without the Carrier being represented and able to check or verify either the tally of Goods or the stowage, which are consequently unknown to him (see Clause 12). The Merchant accepts that, except by special arrangement or pursuant to Clause 10 hereof, Containers are not weighed by the Carrier at any time. One of the signed Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. In accepting this Bill of Lading, the Merchant expressly accepts and agrees to all its terms and conditions whether written, printed, stamped or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant. Without prejudice to the generality of this reference, attention is drawn to Clauses 6, 7 and 8 (Limitation of carrier's liability), 12 (Description of Goods), 13 (shipper's/Merchant's responsibility), 18 (Dangerous Goods) and 20 (Perishable Goods) and the terms of the Carrier's Applicable Tariff which relate to freight, ton, contingencies, demurrage and other charges.

3. Notify Party/Address It is agreed that no responsibility shall attach to the Carrier or his agents for failure to notify (see Clause 22.1 on reverse)
SAME AS CONSIGNEE

4. Vessel and Voyage No.
UASC SHUWAIKH/0022/W

5. Port of Loading
MORAMMAD BIN QASIM

6. Port of Discharge
NEW YORK, NEW YORK

7. Place of Receipt (Applicable only when this document is used as a Combined Transport Bill of Lading)

8. Place of Delivery (Applicable only when this document is used as a Combined Transport Bill of Lading)
NEW YORK

PARTICULARS AS DECLARED BY SHIPPER

9. Marks and Nos; Container Nos; Seal Nos;	10 Number and kind of Packages; Description of Goods	11. Gross Weight (kg)	12. Measurement (cbm)
	TOTAL CARTONS :1898 1 X 40HC STC 1898 CARTON(S) CC-598-001-NYK AMS#CC5981LF DENIM MENS FIVE POCKET PANT 100% COTTON DYED DENIM BOYS FIVE POCKET PANT 100% COTTON DYED FREIGHT COLLECT DDC COLLECT AUTOMATED *** FAX: 2472806 ON BEHALF OF BIMSHA INTERNATIONAL LAHORE PAKISTAN "THE CONTAINER NO UACU5253117 WILL ONLY BE RELEASED AGAINST PROPER WILL ENDORSED HBL#CC-598-001-NYK DULLY ENDORSED BY CNZE/BANK" CARRIAGE TERM: LINER TRANSPORT TERM: CY / CY	19663.000 KGS NET WT: 17765.000 KGS	

DEFINITION OF RELEASED AGAINST PROPER

CONTAINER NOS.	TYPE	C. SEAL NO	S. SEAL NO	QTY	P. TYPE	C. WT (K)
UACU5253117	40HC	372294	026018	1898	CARTON(S)	19663.000

SHIPPED ON BOARD UASC SHUWAIKH / 0022 / W 21-AUG-2009

BL No **PKKHI003568** ***** Continued to next page PAGE 1 / 2

Above particulars as declared by Shipper, without responsibility or warranty as to correctness by Carrier (see also Clauses 12 and 13)

13. Freight payable at DESTINATION	(NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)		
14. Date of Issue 21-AUG-2009	15. Place of Issue KARACHI, PAKISTAN	16. Movement FCL/FCL	
17. Shipper's Declared Value/Ad Valorem Value (see Clauses 8.2.1, 8.2.2 and 29.3 on the reverse side of this Bill of Lading)		18. Number of Original Bills of Lading 3 (THREE) ORIGINAL	

IN WITNESS whereof, the number of original Bills of Lading stated opposite, all of the same tenor and date, have been signed, any one of which being accomplished the others to stand void. Signed for and on behalf of the Carrier United Arab Shipping Company S.A.C. by the designated Agent:
DELTA SHIPPING (PVT) LTD. as Agent for Carrier
 United Arab Shipping Company. (S.A.C.)

19. JURISDICTION: All claims or disputes arising out of the carriage of Goods under this Bill of Lading shall be determined and governed exclusively in accordance with the jurisdiction and choice of law clauses contained in Clauses 28 and 29 on the reverse side of this Bill of Lading.

ME 762282

EXHIBIT 3

211453

Soneri Bank

Hong Kong and Shanghai Banking Corporation Limited. (HSBC)
 Address: 538-559, 7th Avenue,
 NY 10018, New York, U.S.A
 Consignee A/c # 007927223: Rich Kids

DATE: 18/03/2009
 OUR REF EDDRY: 5427753872009/009

DRAWER
 M/s. Bimsha International,
 Chowk Mujahid Road,
 Sialkot - 51310, Pakistan.

Dear Sirs,
 We are sending you the following documents for collection
 Amount of documents: US\$ 88,404.00
 Commission: _____
 Postages: _____
 Total Amount to be collected: US\$ 88,404.00
 Goods: Cross Hatch Denim, Raw, Men's Pant
 Sent per: By Sea

DRAWEE
 M/s. Rich Kids Jeans Corporation
 1410 Broadway Suite # 1204
 New York, NY 10018, USA

Documents	Draft	Custom Invoice	Packing List	Weight Note	Custom Invoice	Certificate of Origin	Shipper Certificate	Shipping Co. Certificate	Bill of Lading	Inspection Certificate	Others	
Original	2	3	3			1			3	1	3	

This collection is subject to the "Uniform Rules for Collection" International Chamber of Commerce Publication No. 522

Please follow instructions marked X

Documents to be delivered subject payment

Documents to be delivered against trust receipt for _____ days

Goods under this bill have been shipped on consignment sale bases. Please accept payment accordingly duly supported by signed Sale Statement of Account in quadruplicate and certified by Chamber of Commerce.

Documents to be delivered against acceptance

Advise us maturity date

Draft to be collected at maturity

Payment / Acceptance may be deferred until arrival of goods.

Protest / No protest in case of non payment / non acceptance and advise us reason for refusal

Please credit our account with you under telex / airmail advise to us quoting our Ref. No.

Remit proceeds by tele transfer payable at Karachi under advice to us quoting our Ref. No.

Please remit proceeds by airmail / tele transfer to our A/c with CITIBANK
WALL STREET, 5TH FLOOR, ZONE-9, NEW YORK, NY 10043

Under airmail / tele advice to us quoting our Ref. No. _____
 Other instructions _____

All foreign bank charges are on drawee account.
 Charges are not to be waived.

Received from
 M/s. Bimsha International
 Chowk Mujahid Road
 Sialkot - 51310
 Pakistan
 Date: 18/03/2009
 Signature: _____
 Verified by: _____

SONERI BANK LIMITED PAYMENTS INSTRUCTIONS

Do not fail to quote our Ref. No.
 Please remit proceeds by tele / S.W.I.F.T MT 202 Tr.

Chibank, N.A. 111 Wall Street, NY, NY 10043
 For A/C of: Export Bill Collection A/c
 A/C No: 38151994
 (CHIPS I.I.D. No. 394119)

DO NOT COMBINE PAYMENTS
 Citibank, Karachi is our agent for tracking
 follow up and receipt of funds.

Soneri Bank Limited

Signature: _____
 Manager



BIMSHA INTERNATIONAL

Head office
Chowk Mujahid Road Sialkot 51310 Pakistan

Tel: 92-42-35923589 Fax: 92-42-35923736
E.Mail: info@bimsha.biz

Factory:
6a, Attari Industrial Estate 18 km Ferozpur Road Lahore - Pakistan

COMMERCIAL INVOICE

INV. REF # 1272/09 ORIGINAL
DATED : 05.06.09 FORM 'E' NO : SBL 0296900 DATED : 05.06.09
TERMS OF PAYMENT : CAD (CASH AGAINST DOCUMENTS)
LETTER OF CREDIT # : _____

PO NO: 042709

L/C DATE: _____
L/C EXPIRY DATE: _____

BUYER PO # _____

CONSIGNEE RICH KIDS JEANS CORPORATION, 1410 BROADWAY SUITE # 1204
NEW YORK, NY 10018, USA TELL: 212-391-5453

NOTIFY KAISER APPAREL INC, 175-41 148TH ROAD, JAMAICA, NEW YOUK , NY 11434. USA
TELL:718 656-0727, FAX 718 244-0383

S.NO	DESCRIPTION	Fabric Clr	QTY	RATE	AMOUNT
				\$	\$
1	12 Oz Cross Hatch Denim , Men's Pant Style No. 2200	BLUE	4236	4.50	19,062.00
2	12 Oz Cross Hatch Denim , Men's Pant Style No. 2200	BLACK	8472	4.50	38,124.00
3	12 Oz Cross Hatch Denim , Men's Pant Style No. 2200	BLACK	84	4.50	378.00
4	12 Oz Cross Hatch Denim , Men's Pant Style No. 2200	BLUE	72	4.50	324.00
5	12 Oz Cross Hatch Denim , Men's Pant Style No. 2200	BLACK	120	4.50	540.00
6	12 Oz Cross Hatch Denim , Men's Pant Style No. 2200	BLUE	24	4.50	108.00
7	12 Oz Cross Hatch Denim , Men's Pant Style No. 2210	BLACK	2616	4.50	11,772.00
8	12 Oz Cross Hatch Denim , Men's Pant Style No. 2210	BLACK	96	4.50	432.00
9	12 Oz Cross Hatch Denim , Men's Pant Style No. 2210	BLACK	36	4.50	162.00
10	12 Oz Cross Hatch Denim , Men's Pant Style No. 2210	BLUE	12	4.50	54.00
11	12 Oz Cross Hatch Denim , Men's Pant Style No. 2210	BLUE	1020	4.50	4,590.00
12	12 Oz Cross Hatch Denim , Boy's Pant Style No. 2200	BLACK	996	3.96	3,944.16
13	12 Oz Cross Hatch Denim , Boy's Pant Style No. 2200	BLUE	396	3.96	1,568.16
14	12 Oz Cross Hatch Denim , Boy's Pant Style No. 2210	BLACK	432	3.96	1,710.72
15	12 Oz Cross Hatch Denim , Boy's Pant Style No. 2210	BLUE	288	3.96	1,140.48
16	12 Oz Cross Hatch Denim, Big & Tall Pant Style No.2200	BLACK	1500	5.04	7,560.00
17	12 Oz Cross Hatch Denim, Big & Tall Pant Style No.2200	BLUE	612	5.04	3,084.48
18	12 Oz Cross Hatch Denim, Big & Tall Pant Style No.2210	BLACK	600	5.04	3,024.00
19	12 Oz Cross Hatch Denim, Big & Tall Pant Style No.2210	BLUE	300	5.04	1,512.00
TOTAL AMOUNT FOB US\$			21912		99,090.00

AMOUNT IN WORDS: US\$ Ninety Nine Thousand Ninety Only.

	<input checked="" type="checkbox"/> AIR SHIPMENT	
	<input type="checkbox"/> SEA SHIPMENT	
SIZES QTY/CTN	AWB OR B/L NO: <u>CC-592-003-NYK</u>	DATED : <u>17.06.2009</u>
	CONTAINER # <u>GATU 840819-5</u>	

PRICES :	CIF	C&F	X	FOB	LDP
PORT OF SHIPMENT :	NEW YORK		SHIPMENT		LCL
DESTINATION PORT :	KARACHI		X	FCL	

DECLARATION IF ANY : _____

GROSS WEIGHT: 19713-KGS NET WEIGHT : 17820-KGS TOTAL CARTONS : 1826

Soneri Bank

Handwritten signature/initials

Hong Kong and Shanghai Banking Corporation Limited. (HSBC)
 Address: 538-559, 7th Avenue,
 NY 10018, New York, U.S.A.
 Consignee A/c # 007927223/Rich Kids

DATE: 26.06.2009

CALIFORNIA BANKING - S/C 1/7701/2009/0019

DRAWER
 M/s, Bijsha International,
 Chowk Mujahid Road,
 Sialkot - 51310, Pakistan.

Dear Sir,
 We are sending you the following documents
 for collection
 Amount of documents US\$. 99,090.00
 Commission _____
 Postages _____
 Total Amount to be collected US\$. 99,090.00
 Goods Cross Hatch Denim, Raw, Men's Pant
 Sent per By Sea

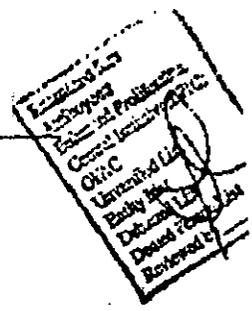
DRAWEE
 M/s. Rich Kids Jeans Corporation
 1410 Broadway Suite # 1204
 New York, NY 10018, USA

Documents	Draft	Comm Invoice	Packing List	Weight Note	Custom Invoice	Certificate of Origin	Shipper Certificate	Shipping Co. Certificate	Bill of Lading	Inspection Certificate	Others	
Original	2	3	1			1			3	1	1	

This collection is subject to the "Uniform Rules for Collection" International Chamber of Commerce Publication No.522

Please follow instructions marked X

- Documents to be delivered against pay _____
- Documents to be delivered against trust receipt for _____ days
- Goods under this bill have been shipped on consignment sale basis. Please see the payment accordingly duly suggested by signed Sale Statement of to collect in quadruplicate and certified by Chamber of Commerce
- Documents to be delivered against acceptance
- Advise us maturity date
- Draft to be collected at maturity
- Payment / Acceptance may be deferred until arrival of goods
- Protest / No protest in case of non payment / non acceptance and advise us reason for refusal
- Please credit our account with you under telex / airmail advice to us quoting our Ref. No. _____
- Remit proceed by tele transfer payable at Karachi under advice to us quoting our Ref. No. _____
- Please remit proceeds by airmail / tele transfer to our A/c with CITIBANK N.A., CEFMEA CORRESPONDENT BANKING 111, WALL STREET, 5TH FLOOR, ZONE-9, NEW YORK, NY 10043, U.S.A. A/C NO.36079355



Under airmail / tele advice to us quoting our Ref. No. _____
 Other instructions _____

All foreign bank charges are on drawee account.
 Charges are not to be waived.

Soneri Bank Limited

 Manager

BIMSHA**BIMSHA INTERNATIONAL**

Head office

Chowk Mujahid Road Sialkot 51310 Pakistan

Factory:

6a, Altari Industrial Estate 18 km Ferozpur Road Lahore - Pakistan

Tel: 92-42-8588821 Fax: 92-42-5856921

E-Mail: info@bimsha.biz

COMMERCIAL INVOICE

ORIGINAL

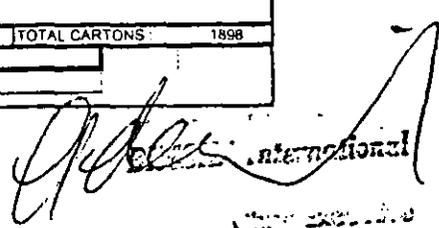
INV. REF # 127409
DATED 13-08-09FORM NO.
TERMS OF PAYMENT
LETTER OF CREDIT #
LC DATE
LC EXPIRY DATESBL 0297121 DATED 13-08-09
CADPO NO: 060709
BUYER PO # 060709CONSIGNEE Rich Kids Jeans Corporation, 1410 Broadway suit # 1204
New York, NY, 10018, USA TELL 212-391-5453NOTIFY KAISER APPAREL INC, 175-41 148TH ROAD JAMAICA NEW YORK, NY, 11434 USA
TELL: 718-656-0727, FAX 718-244-0383

S. NO	DESCRIPTION	FABRIC CLR	QTY	RATE		AMOUNT	
1	12 Oz Cross Hatch Denim, Men's Pant Style No. 2200	Blue	2448	4.50		11,016.00	
2	12 Oz Cross Hatch Denim, Men's Pant Style No. 2200	Black	8268	4.50		37,206.00	
3	12 Oz Cross Hatch Denim, Men's Pant Style No. 2210	Blue	1800	4.50		8,100.00	
4	12 Oz Cross Hatch Denim, Men's Pant Style No. 2210	Black	3300	4.50		14,850.00	
5	12 Oz Cross Hatch Denim, Men's Pant Style No. 2220	Blue	2136	4.90		10,466.40	
6	12 Oz Cross Hatch Denim, Men's Pant Style No. 2220	Black	960	4.90		4,704.00	
7	12 Oz Cross Hatch Denim, Men's Pant Style No. 2210 (Broken)	Blue	84	4.50		378.00	
8	12 Oz Cross Hatch Denim, Men's Pant Style No. 2200 (Broken)	Black	120	4.50		540.00	
9	12 Oz Cross Hatch Denim, Boy's Pant Style No. 2200	Blue	180	3.96		712.80	
10	12 Oz Cross Hatch Denim, Boy's Pant Style No. 2200	Black	468	3.96		1,853.28	
11	12 Oz Cross Hatch Denim, Boy's Pant Style No. 2210	Black	156	3.96		617.76	
12	12 Oz Cross Hatch Denim, Men's Pant Style No. 2200 (Mix)	Blue	139	2.50		347.50	
13	12 Oz Cross Hatch Denim, Men's Pant Style No. 2200 (Mix)	Black	375	2.50		937.50	
14	12 Oz Cross Hatch Denim, Men's Pant Style No. 2210 (Mix)	Blue	56	2.50		140.00	
15	12 Oz Cross Hatch Denim, Men's Pant Style No. 2210 (Mix)	Black	259	2.50		647.50	
16	12 Oz Cross Hatch Denim, Boy's Pant Style No. 2210 (Mix)	Blue	24	2.50		60.00	
17	12 Oz Cross Hatch Denim, Men's Pant Style No. 2210 (Mix)	Blue	12	2.50		30.00	
18	12 Oz Cross Hatch Denim, Men's Pant Style No. 2220 (Mix)	LI Blue	108	2.50		270.00	
19	12 Oz Cross Hatch Denim, Men's Pant Style No. 2210 (Mix)	Med Blue	119	2.50		297.50	
20	12 Oz Cross Hatch Denim, Men's Pant Style No. 2220 (Mix)	Vintage	68	2.50		170.00	
21	12 Oz Cross Hatch Denim, Men's Pant Style No. 2220 (Mix)	Dark Blue	48	2.50		120.00	
22	12 Oz Cross Hatch Denim, Men's Pant Style No. 2220 (Mix)	Dark Black	9	2.50		22.50	
23	12 Oz Cross Hatch Denim, Men's Pant Style No. R- 2800 Ratio Wise	Black/Black	432	5.00		2,160.00	
24	12 Oz Cross Hatch Denim, Men's Pant Style No. R- 2800 Ratio Wise	Black/Red	108	5.00		540.00	
25	12 Oz Cross Hatch Denim, Men's Pant Style No. R- 2800	Black/Black	239	3.00		717.00	
26	12 Oz Cross Hatch Denim, Men's Pant Style No. R- 2800	Black/Red	478	3.00		1,434.00	
27	12 Oz Cross Hatch Denim, Men's Pant Style No. R- 2800	Blue/White	108	3.00		324.00	
28	12 Oz Cross Hatch Denim, Men's Pant Style No. R- 2800	Blue/Royal	96	3.00		288.00	
29	12 Oz Cross Hatch Denim, Men's Pant Style No. R- 2800	Black/Black	36	3.00		108.00	
30	12 Oz Cross Hatch Denim, Men's Pant Style No. R- 2800	Black/White	20	3.00		60.00	
31	12 Oz Cross Hatch Denim, Men's Pant Style No. R- 2800	Black/Orange	12	3.00		36.00	
32	12 Oz Cross Hatch Denim, Men's Pant Style No. R- 2800	Blue/Royal	12	3.00		36.00	
33	12 Oz Cross Hatch Denim, Men's Pant Style No. 2220	Med Blue	36	2.50		90.00	
34	12 Oz Cross Hatch Denim, Men's Pant Style No. R-2800	Black/Orange	12	3.00		36.00	
	All Garments 100% cotton Dyed						
	TOTAL AMOUNT FOB US\$		22726			89,315.74	

NOTE: GOODS BELONGS TO BIMSHA INTL. UNTIL FINAL PAYMENT.

AMOUNT IN WORDS: US\$ Ninty Nine Thousand Three Hundred Fifteen & Seventy Four Cent Only

<input checked="" type="checkbox"/>	AIR SHIPMENT	
<input type="checkbox"/>	SEA SHIPMENT	
AWB OR B/L NO.		DATED:
UACU 525311-7		
PRICES:	CIF	C&F
PORT OF SHIPMENT:	NEW YORK	SHIPMENT
DESTINATION PORT:	KARACHI	X
DECLARATION IF ANY:		
GROSS WEIGHT:	19663-KG	NET WEIGHT
		17785-KG
UNDER SRO NO.		TOTAL CARTONS:
		1898
NOTE:	1	REBABA CLAIM



BIMSHA INTERNATIONAL



Soneri Bank

022377

Hong Kong and Shanghai Banking Corporation Limited. (HSBC)
 Address: 538-559, 7th Avenue, NY 10018, New York, U.S.A
 Consignee A/c # 007927223 / Rick Kids

DATE 07.09.2009

DRAWER

M/s. Bimsha International,
 Chowk Mujahid Road,
 Sialkot - 51310, Pakistan.

Dear Sirs,

We are sending you the following documents for collection

Amount of documents US\$.99,315.74

Commission _____

Postages _____

Total Amount to be collected US\$.99,315.74

Goods Cross Hatch Denim Men's Pant
Sent per By Sea

Examined for:
 Antiboycott
 Enhanced Proliferation
 Control Relative (EPIC)
 OFAC
 Unsanctioned List
 Entity List
 Debarred List
 Denied Parties List
 Restricted List

DRAWEE

M/s. Rich Kids Jeans Corporation
 1410 Broadway Suite # 1204
 New York, NY 10018, USA

Documents	Draft	Comm. Invoice	Packing List	Inspection Cert	Custom Invoice	Certificate of Origin	Shipper Certificate	Shipping Co. Certificate	Bill of Lading	Insurance Policy	Others	
Original	2	2	3	1		1			3			

This collection is subject to the "Uniform Rules for Collection" International Chamber of Commerce Publication No.522

Please follow instructions marked X

Documents to be delivered against payment

Documents to be delivered against trust receipt for _____ days.

Goods under this bill have been shipped on consignment sale bases. Please accept payment accordingly duly supported by signed Sale Statement of Account in quadruplicate and certified by Chamber of Commerce.

Documents to be delivered against acceptance _____

Advise us maturity date

Draft to be collected at maturity

Payment / Acceptance may be deferred until arrival of goods.

Protest / No protes in case of non payment / non acceptance and advise us reason for refusal.

Please credit our account with you under telex / airmail advise to us quoting our Ref. No. _____

Remit proceed by tele transfer payable at Karachi under advice to us quoting our Ref. No. _____

Please remit proceeds by airmail / tele transfer to our A/c with HSBC BANK USA N.A 90, CHRISTIANA RD., NEW CASTLE, DE 19720 (SWIFT MRMDUS33) ACCOUNT NO. 000174432

Under airmail / tele advice to us quoting our Ref. No. _____

Other instructions _____

All foreign bank charges are on drawee account.
Charges are not to be waived.

Soneri Bank Limited

Manager

[Handwritten Signature]
 Bimsha International

EXHIBIT 4

ALLEN M. SCHWARTZ, ESQ
(*Empire State Building*)
350 Fifth Avenue, Suite 4414
New York, NY 10118
Tel:(212) 643-8250
Fax:(212) 643-8256
Email: Aslawoffice350@aol.com

Of Counsel:
Albert O. Grant II, Esq
(Admitted to NY and NJ bar)

April 14, 2010

Chief Cargo Services Inc
175-41 148th Road
Jamaica, New York 11434

NOTICE OF CLAIM
AND DEMAND FOR PAYMENT

Claimant: Bimsha International
Amount of claim unpaid: 232,809.74
First Date owed: 4/5/09

Gentlemen:

We are notifying you of claim in the above matter for goods wrongfully released without procuring payment as per terms of the agreement made with Bimsha Intl.

We request you remit payment to our client and sending the payment to us for transmittal before expiration of 10 days from this date. Failing to receive the payment demanded, we will commence legal proceedings to enforce our client's claim, seeking added interest, costs, disbursements and reasonable legal fees you will be obliged to pay.

NO FURTHER NOTICE WILL BE GIVEN BEFORE COMMENCING SUIT.

Very truly yours,

Allen M. Schwartz

EXHIBIT 5

CHIEF CARGO SERVICES INC.

175-41 148th Road, Jamaica, NY 11434 U.S.A.

Tel: (718) 656-6222

Fax: (718) 244-0383 / 244-1624

23 SEPTEMBER 2008

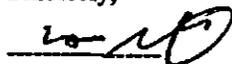
To: M.R Group

Attn: Athar Baig

Re: Kaiser Apparel

Under professional procedure please be advice that Chief cargo Services, hereby guarantee that we will not release any shipment without proper endorsed Bill of lading. This is for all shipment under the account of Kaiser Apparel handle between M.R Group and Chief Cargo Services Inc

Sincerely,



Edmond Yau
President

CHIEF CARGO SERVICES INC.

175-41 148th Road, Jamaica, NY 11434 U.S.A.

Tel: (718) 656-6222

Fax: (718) 244-0383 / 244-1624

23 SEPTEMBER 2008

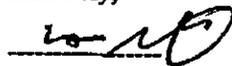
To: M.R Group

Attn: Athar Baig

Re: Kaiser Apparel

Under professional procedure please be advice that Chief cargo Services, hereby guarantee that we will not release any shipment without proper endorsed Bill of lading. This is for all shipment under the account of Kaiser Apparel handle between M.R Group and Chief Cargo Services Inc

Sincerely,



Edmond Yau
President