

ORIGINAL

DSW International Inc. v. Commonwealth Shipping, Inc.

FMC No. 1898(F)

Initial Decision Appendix

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COMMONWEALTH SHIPPING, INC.

Exporter (Principal or seller-licensee and address including Zip Code) DSW INTERNATIONAL, INC. 11180 HARRY HINES BLVD. #110 DALLAS, TX USA Zip Code: 75229		5. Document Number JCC 3002	5a. Bill of Lading Number
		6. Export References 1794	6a. Reference No. 720
3. Consigned To: UDEMBA ELECTRONICS COY LTD 133 IDEWU INDUSTRIAL OLODI-APAPA, LAGOS NIGERIA		7. Forwarding Agent (Name and Address) 214-393-7177 COMMONWEALTH SHIPPING, INC. 9560 SKILLMAN ROAD SUITE 100 DALLAS, TEXAS 75243 FMC: 019202	
		8. Point (State) or Origin or FTZ Number JACKSONVILLE FL Also Notify and/or Additional Routing Instructions <div style="text-align: center; font-size: 2em; border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;"> Ex. 16 </div>	
4. Notify Party / Intermediate Consignee (Name and Address)			
12. Pre-Carriage By	13. Place of Receipt by Pre-Carrier		
14. Exporting Carrier SEA AHMED, VOY 0806	15. Port of Loading / Export JACKSONVILLE	10. Loading Pier / Terminal	
16. Foreign Port of Unloading (Vessel and air only) COTONOU	17. Place of Delivery by On-Carrier	11. Type of Move VESSEL	
Marks and Numbers (18)	Number of Packages	Description Of Commodities <i>In Schedule B detail</i> (20)	11a. Containerized (Vessel) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Gross Weight (Kilos) (21) Measured (22)
RO - RO	1	USED 2001 HOND 4D; VIN#1HGCG16541A079154 AES XTN: 01-082828-720 AES ITN: X20080527043296	1464 kgs

SED FILED ELECTRONICALLY
AES XTN: 01-0821828-720

FREIGHT PREPAID ON BOARD 06/01/2008 AT JACKSONVILLE
ON BOARD NAMED VESSEL SEA AHMED, VOY 0806 VIA ABOU MERHI LINES AS CARRIER.

These commodities, technology, or software were exported from the United States in accordance with the export Administration regulations.

(CONDITIONS CONTINUED FROM REVERSE SIDE)

In accepting this Bill of Lading the Shipper, the Consignee and the Owner of the goods agree to be bound by all of its stipulations and conditions, whether written, printed or stamped on the front or back hereof, any local customs of privileges to the contrary notwithstanding.

In agreement, the Shipper specifically approves the clauses on the front and on the back of this Bill of Lading.

COMMONWEALTH SHIPPING, INC.
As Agents For The Shipper

IN WITNESS WHEREOF, the master of Agent of said vessel has affirmed to THREE (3) ORIGINAL Bills of Lading, all of this tenor and date, one of which being accomplished the other to stand void.

06/16/2008
Date
Agents

000002

ORIGINAL

TO Arrive
06/16/08

EX. 20

SHIPPER
COMMONWEALTH SHIPPING INC.
9560 SKILLMAN ST., SUITE 100
75243 DALLAS

BILL OF LADING

PAGE 2

Freight Forwarder
FMC

CONSIGNEE (Party whose name must appear on carrier's bill of lading)
UDEMBA ELECTRONICS COY LTD.
133 IDEWU INDUSTRIAL
OIODIAPAPA, LAGOS, NIGERIA
IN TRANSIT TO NIGERIA

B/L-No.
Ref.-No. CTU0797
217/3013816
813CUC



ABOU MERHI LINES sal

Beirut - Lebanon

Telephone: +961-1-99 96 11
Telefax: +961-1-99 96 12

SAME AS CONSIGNEE

PLACE OF RECEIPT BY PRE-CARRIER

OCEAN VESSEL: SUNBELT DIXIE
PORT OF LOADING: JACKSONVILLE

PORT OF DISCHARGE: COTONOU
PLACE OF DELIVERY BY ON-CARRIER

MARKS AND Nos.	No. of UNITS	KIND OF PACKAGES, DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
VIN: FMZU67K44UB59703		SECOND HAND MOTOR VEHICLE 2004 FORD EXPLORER AES ITN X2008052704357	2.012 KG	579,20 CuFT 18,40 CBM

Pd 7/7/08 alt 1517

Free out Freight payable at JACKSONVILLE

The carrier is not responsible for the conditions of the outer as well as the inner parts of the vehicles including all mechanical/electrical parts and accessories...
Carrier not responsible for scratches, dents and alleged missing items.

The carrier is entitled to apply the full tariff in event of misdeclaration of cargo

The goods hereby acknowledged are unprotected and all the carrier's rights and liabilities in the event of loss or damage by reason of that in fact are hereby expressly reserved.

Non-Negotiable

ABOVE PARTICULARS DECLARED BY SHIPPER

GOODS SHIPPED onboard the Vessel in apparent good order and condition, weight, measure, marks & numbers, quality, contents and value unknown unless specified herein, for carriage to the port of destination or so near thereto as the vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid port to Consignees or their Assigns. Freight as per note on the margin plus other charges incurred in accordance with the provisions contained in this Bill of Lading — unless prepaid — to be paid by Consignees or their Assigns. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant.
One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

IN WITNESS where of the Master of the said Vessel has signed...
Bills of Lading all of this tenor and date, one of which being accomplished, the others to stand void.

THE STORAGE OF UNDECLARED GOODS INSIDE VEHICLES IS PROHIBITED BY THE AUTHORITIES AT THE PORT OF DISCHARGE, AND ARE LIABLE TO FORFEITURE BY CUSTOMS, IN THE EVENT OF A BREACH OF THIS BILL. ANY FINES LEVIED AGAINST THE CARRIER ARE FOR THE ACCOUNT OF THE MERCHANT. NOR WILL THE CARRIER ACCEPT ANY LIABILITY IN RESPECT OF THEM.

SHIPPER DECLARES THAT LINE, SHIP, SHIPPING COMPANY AND THEIR AGENTS ARE NOT RESPONSIBLE FOR FINES, PENALTIES AND/OR ANY OTHER CONSEQUENCES THAT MAY RESULT FROM ERRONEOUSLY SHIPPING AND OVERPAID VEHICLE.

AGREEMENT - IF CARGO HAS NOT BEEN COLLECTED WITHIN 30 DAYS AFTER DATE OF ISSUE OF THIS B/L, WE ARE AUTHORIZED PUT CARGO FORSALE TO COVER OUR EXPENSES IN RESPECT OF FREIGHT, CHARGES AND DEMURPAGE!

FREIGHT PAYABLE CARGO LOST OR NOT LOST
* Applicable only when document used as Through Bill of Lading

Freight payable at BALTIMORE, MD Number of Original Bills 3/THREE 000003	Place and Date of Issue BALTIMORE, MD, 06-06-2008 ABOU MERHI LINES (USA) LLC 7939 HONEYGO BOULEVARD BALTIMORE, MARYLAND 21284
--	---

Ex. 26

SHIPPER
COMMONWEALTH SHIPPING INC.
 9560 SKILLMAN ST., SUITE 100
 75243 DALLAS

CONSIGNEE (Shipper's responsibility ends here; carrier not responsible for failure to notify)
UDEMBA ELECTRONICS COY LTD.
 133 IDEWU INDUSTRIAL
 OLODIAPAPA, LAGOS, NIGERIA
 IN TRANSIT TO NIGERIA
 (Not to be used if not filled above, otherwise leave blank)

SAME AS CONSIGNEE

PLACE OF RECEIPT BY PRE-CARRIER*

OCEAN VESSEL **PORT OF LOADING**
 SUNBELT DIXIE 413 JACKSONVILLE

PORT OF DISCHARGE **PLACE OF DELIVERY BY ON-CARRIER***
 COTONOU

BILL OF LADING PAGE 2

Freight Forwarder

FMC

B/L-No.
Ref.-No. **CTU0796**
 217/3013623
 813CJC



ABOU MERHI LINES sal
Beirut - Lebanon

Telephone: +961-1-99 96 11
Telefax: +961-1-99 96 12

MARKS AND Nos.	No. of UNITS	KIND OF PACKAGES, DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
VIN: HGCG16541A079154	1	SECOND HAND MOTOR VEHICLE 2001 HONDA ACCORD LX AES ITN X2008052073296	1.386 KG	431,00 CuFT 12,20 CBM

Free out Freight payable at JACKSONVILLE

The carrier is not responsible or in any way liable for the conditions of the cargo as well as the inner parts of the vehicle(s) including all mechanical/electrical parts and furthermore declines any responsibility for any damage which may occur during loading/unloading operations on account of the malfunctioning of the vehicle(s).

Carrier not responsible for accessories and/or other goods left inside vehicles nor any interior damage to upholstery fittings or accessories.

Carrier not responsible for scratches, dents and alleged cracking panels.

The carrier is entitled to apply the full tariff in event of misdeclaration of cargo

The goods hereby acknowledged are unprotected and all the carrier's rights and liabilities in the event of loss or damage by means of that in fact are hereby expressly reserved.

Non-Negotiable

ABOVE PARTICULARS DECLARED BY SHIPPER

GOODS SHIPPED onboard the Vessel in apparent good order and condition, weight, measure, marks & numbers, quality, contents and value unknown unless specified herein, for carriage to the port of destination or so near thereto as the vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid port to Consignee or their Assigns. Freight as per note on the margin plus other charges incurred in accordance with the provisions contained in this Bill of Lading — unless prepaid — to be paid by Consignee or their Assigns.

In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant.

One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

IN WITNESS where of the Master of the said Vessel has signed, ... Bills of Lading all of this tenor and date, one of which being accomplished, the other(s) to stand void.

THE STOWING OF UNMANIFESTED GOODS INSIDE VEHICLES IS PROHIBITED BY THE AUTHORITIES AT THE PORT OF DISCHARGE, AND ARE LIABLE TO FORFEITURE BY CUSTOMS, IN THE EVENT OF A BREACH OF THIS RULE ANY FINES LEVIED AGAINST THE CARRIER ARE FOR THE ACCOUNT OF THE MERCHANT, NOR WILL THE CARRIER ACCEPT ANY LIABILITY IN RESPECT OF THEM.

SHIPPER DECLARES THAT LINE, SHIP, SHIPPING COMPANY AND THEIR AGENTS ARE NOT RESPONSIBLE FOR FINES, PENALTIES AND/OR ANY OTHER CONSEQUENCES THAT MAY RESULT FROM ERRONEOUSLY SHIPPING AND OVERTHEADING VEHICLE.

AGREEMENT - IF CARGO HAS NOT BEEN COLLECTED WITHIN 30 DAYS AFTER DATE OF ISSUE OF THIS B/L, WE ARE AUTHORIZED TO PUT CARGO FORSALE TO COVER OUR EXPENSES IN RESPECT OF FREIGHT, CHARGES AND DEMURRAGE!

FREIGHT PAYABLE CARGO LOST OR NOT LOST
 *Applicable only when document used as Through Bill of Lading

Freight payable at **BALTIMORE MD**
 Number of original B/L **3/THREE**
 000001

Place and Date of Issue **BALTIMORE, MD 06-06-2008**
 Signature **ABOU MERHI LINES (USA) LLC**
 7939 HONEYGO BOULEVARD
 BALTIMORE, MARYLAND 21288



05-102 (Rev. 11-06/20)

3333

Filing Number: 800335808

07333030453

13196 Franchise 16196 Bank

This report MUST be filed to satisfy franchise tax requirements

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

Form with fields: c. Taxpayer identification number (32014927530), d. Report year (07), e. PIR / IND (1, 4), Secretary of State file number, Item k on Franchise Tax Report, Form 05-142

Corporation name and address: BSW INT. INC, 11180 Henry Ave Blvd #110, DALLAS TX 75229

Please mark through any incorrect information, and type or print the correct information.

The following information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

Blacken this circle completely if there are currently no changes to the information preprinted in Section A of this report. Then, complete Sections B and C.

Please sign below!

Officer and director information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.

Corporation's principal office: 11180 Henry Ave Blvd #110, Principal place of business: Dallas TX 75229

SECTION A. Name, title, and mailing address of each officer and director.

Table with 4 columns: NAME, TITLE, DIRECTOR (YES/NO), Term expiration (mm-dd-yyyy). Rows include TINA EJOUR UDEGRAUNE, ADINE UDEGRAUNE, and CHOMA UDEGRAUNE.

SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Table with 4 columns: Name of owned (subsidiary) corporation or limited liability company, State of inc./organization, Texas SOS file number, Percentage interest.

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company.

Table with 4 columns: Name of owning (parent) corporation or limited liability company, State of inc./organization, Texas SOS file number, Percentage interest.

Registered agent and registered office currently on file. (See instructions if you need to make changes.) Agent: TINA EJOUR UDEGRAUNE, Office: 11180 Henry Ave Blvd #110, DALLAS TX 75229

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this, or a related, corporation or limited liability company.

Signature block with fields: sign here, Title (Director), Date (10/2/05), Daytime phone (214-557-1700)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Geoffrey S. Connor
Secretary of State

Office of the Secretary of State

EX. 36

**CERTIFICATE OF INCORPORATION
OF**

**DSW International, Inc.
Filing Number: 800335808**

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/28/2004

Effective: 04/28/2004



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Secretary of State

000006

**ARTICLES OF INCORPORATION
OF
DSW INTERNATIONAL, INC.**

FILED
In the Office of the
Secretary of State of Texas

APR 28 2004

Corporations Section

ARTICLE ONE

The name of the corporation is DSW International, Inc.

Ex. 39

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The lawful purposes for which the corporation is organized are:

1. The transaction of any or all lawful business for which a corporation may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is One Million (1,000,000) shares of par value of One (\$1.00) Dollar each.

ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand (\$1,000.00) Dollars consisting of money, labor done, or property actually received.

000007

**ARTICLES OF INCORPORATION
OF
DSW INTERNATIONAL, INC.**

Ex. 3d

ARTICLE SIX

The address of the Principal office of the Corporation shall be:

11180 Harry Hines Blvd, Suite 10

Dallas, Texas 75229

ARTICLE SEVEN

The street address of the initial registered office and the name of the initial registered agent at that address are:

11180 Harry Hines Blvd, Suite 10

Dallas, TX 75229

Registered Agent – Tyna Ejoor Udegbune

ARTICLE EIGHT

The names and address of the initial Board of Directors are:

1. Ms Tyna Ejoor Udegbune
3136 Smokewind Lane
Grand Prarie, Texas 75052
2. Mr Arinze Udegbune
3136 Smokewind Lane
Grand Prarie, Texas 75052
3. Emeka Nwokike
3136 Smokewind Lane
Grand Prarie, Texas 75052

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ARTICLES OF INCORPORATION
OF
DSW INTERNATIONAL, INC.

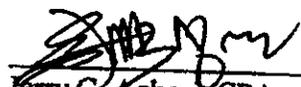
Ex. 3e

ARTICLE NINE

The name and address of the incorporator is:

Jerry C. Agbasi, CPA
9500 Forest Lane, Suite #404
Dallas, Texas 75243

Signed This 8th Day of April, 2004



Jerry C. Agbasi, CPA

000009



Ex. 4

[UCC](#) | [Business Organizations](#) | [Trademarks](#) | [Notary](#) | [Account](#) | [Help/Fees](#) | [Briefcase](#) | [Logout](#)

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 800693372 **Entity Type:** Domestic For-Profit Corporation
Original Date of Filing: August 14, 2006 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 32020400274 **FEIN:**
Duration: Perpetual

Name: COMMONWEALTH SHIPPING, INC.
Address: 7514 WILSHIRE DR
ROWLETT, TX 750898884 USA

<u>REGISTERED</u> <u>AGENT</u>	<u>FILING</u> <u>HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED</u> <u>NAMES</u>	<u>ASSOCIATED</u> <u>ENTITIES</u>
Name		Address			Inactive Date
VICTOR K ONYEUJO		7514 WILSHIRE DRIVE ROWLETT, TX 75089 USA			

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

000010

EX. 5

DSW INTERNATIONAL INC.
11180 Harry Hines Blvd., #110 Dallas TX 75229
(972)-4881800 (214)-557-7010

ATTN: Mr. Gordon Marcheskie & Julie Johnson
Accounting Department
Abou Merhi Lines (USA) LLC
13453 N. Main Street
Suite 505
Jacksonville, Fl 32218

Dear sir,

REQUEST FOR INFORMATION ON of 2004 Ford Explorer, vin #
1FMZU67K44UB59703 and 2001 Honda Accord
vin#1HGCG16541A079154

We have been informed by our shipper common wealth Shipping Inc., that our shipment of 2004 Ford Explorer, vin # 1FMZU67K44UB59703 and 2001 Honda Accord vin#1HGCG16541A079154 can not be found ie missing on Transit.

The two (2) shipment was made since the month of June via Sun Belt Dixie 813. A due payment was made, Bill of Loading was Issued. No Telex Release was issued yet.

We are a reputable company and we have been in business for the past 10 years, its been more than six months since we shipped this two units via your steam ship line. It has been a lot of inconvenience and it has a drastic effect in our business turn over.

We are requesting on how to recover our vehicles please advice

Thanks
Arinze udegbune
For Dsw International Inc.

000011

mail@commonwealthglobal.com

Ex. 62

From: <accounting.usa@aboumerhillines.com>
To: <SALES@COMMONWEALTHGLOBAL.COM>
Sent: Friday, October 31, 2008 8:52 AM
Attach: PREPAIDS - SWV0818JAXCTU - Commonwealth.pdf
Subject: INVOICE(S) FOR 818

WITH BEST REGARDS:

ULIE JOHNSON
Accounting / Administrative Assistant

Abou Merhi Lines (USA), LLC
3453 N. Main Street
Suite 505
Jacksonville, FL 32218

Phone: (904) 696-9800
Fax: (904) 696-9802
accounting.usa@aboumerhillines.com

Visit our website at: www.aboumerhillines.com

CONFIDENTIALITY NOTICE:

This e-mail and any attachments are confidential and also may be privileged. If you are not the named recipient, or have otherwise received this communication in error, please delete it from your inbox, notify the sender immediately, and do not disclose its contents to any other person, use them for any purpose, or store or copy them in any medium. Thank you for your cooperation.

Jordan. maxcheskie @ aboumerhillines.com
Jordan. maxcheskie @ aboumerhillines.com

CHAE AND ASSOCIATES, P.C.
3010 LBJ Freeway, Suite 750
Dallas, Texas 75234

EX. 7

Telephone (972)484-5580

Fax (972)484-5582

November 7, 2008

Abou Merhi Lines(USA) LLC
13452 N. Main Street, Suite 505
Jacksonville, FL 32218

CERTIFIED MAIL, RETURN RECEIPT
REQUESTED, NO. 008-1140-00042342-5027

ATTN: Gordon Marcheskie or Julie Johnson
Accounting Department

RE: Exporter, DSW International, Inc., Arinze Udegbune, President
Freight of Two Auto Vehicles, 2004 Ford Explorer and 2001 Honda Accord LX
Lost and Undelivered to Port of Discharge, Cotonou
Demand for Your Payment of Damages

Dear Sir or Madam:

Please be advised that this law office represents the above-referenced DSW INTERNATIONAL, INC., Arinze Udegbune, President, an exporter of used motor vehicles, located at 11180 Harry Hines Blvd., Suite 110, Dallas, TX 75229.

On or about June 16, 2008, my client, by and through a Forwarding Agent, Commonwealth Shipping, Inc. of 9560 Skillman Road #100, Dallas, Texas 75243, requested that your company, Abou Merhi Lines, ship two units of automobile vehicles, i.e., (1) Used 2004 Ford Explorer 4-Door Sports Truck, VIN 1FMZU67K44UB59703, and (2) Used 2001 Honda Accord Passenger car, VIN 1HGCG16541A, to UDEMBA ELECTRONICS COY LTD of 133 Idewu Industrial, Olodi-Apapa, Lagos, Nigeria, the foreign port of unloading being COTONOU.

Enclosed are copies of all relevant documents to indicate the transaction, including but not limited to the Bills of Lading issued by Abou Merhi Lines and Commonwealth Shipping, Inc. Of course, my client did pay your shipping charges, and your company issued regular Bills of Lading for these two items of shipment.

Several months passed, but no Telex Release was issued by your company. Upon inquiry after inquiries, my client has just learned that your company stated the shipment of the two motor vehicles could not be found, i.e., the two automobile vehicles were lost or missing on transit. My client is an honorable and reputable company. The loss of the two vehicles herein will be a tremendous blow to my client company and it will have a drastic and long-lasting unfavorable effect upon my client's business turn over.

If the two vehicles have indeed been lost in transit and your company cannot find them very soon, i.e., within a week of the date of this letter, my client has no other alternative but to hold your company liable and demand damages for your liability by any and all means.

The following is a list of damages, that are currently calculable and available, although there may show up some more items of damages later.

1. The market value of Automobile #One, 2004 Ford Explorer 4-Door Sports Truck, \$23,700.00 (which includes \$800 that was spent to add a bed cover),
2. The market value of Automobile #Two, 2001 Honda Accord Passenger Car, V6 Leather, Sunroof, All Power, and full option added, \$16,900.00,
3. The costs of trucking of the two vehicles from Dallas, Texas, to Jacksonville, Florida, \$500.00 per vehicle,
4. The storage charges for the two vehicles, \$300.00 per vehicle,
5. Prepaid Shipping Charges, \$1,600.00 for each vehicle,
6. Premiums for insurance coverage paid was \$3,600.00 for the two vehicles,

The total amount of the damages my client intends to recover from Abou Merhi Lines(US) LLP is therefore at this point in time \$49,000.00. Additionally, my client has already paid, and/or has agreed to pay additional, reasonable attorneys fees to this law firm for the legal services rendered by this law firm to prosecute this legitimate claims of my client. My client does intend to recover such attorneys fees from the liable party. In the event your company agrees to pay the amount of damages as demanded herein without resorting to a court action, at this time this law firm will be able to charge only \$2,000 attorneys fees. In the event this case is prolonged and requires more than the parties' direct negotiations, including but not limited to a court action or arbitration, the reasonable and necessary attorneys fees will go up accordingly.

After this much passage of time since your company undertook the shipment of the two units of vehicles, my client does believe time is of the essence in this matter. Please respond to this letter within seven days of your receipt hereof. This letter will be mailed to you by United States mail, Certified and Return Receipt Requested. Since time is of the essence, I am going to send the same to you by email as well.

Looking forward to hearing from you a prompt and amicable response in this matter,

Very truly yours,



Don B. Chae
Attorney for DSW International, Inc.

000014

CHAE AND ASSOCIATES, P.C.

3010 LBJ Freeway, Suite 750
Dallas, Texas 75234

EX. 8

Telephone (972)484-5580

Fax (972)484-5582

November 25, 2008

Commonwealth Shipping, Inc.
ATTEN: Victor Onyeujo, President
9560 Skillman Road, Suite 100
Dallas, TX 75243

RE: DSW International, Inc., My Client,
Demand for Damages in Connection with My Client's Loss of Two Vehicles Shipped

Dear Mr. Onyeujo:

Please be advised that this law office represents the above-referenced DSW INTERNATIONAL, INC., Arinze Udegbune, President, an exporter of used motor vehicles, located at 11180 Harry Hines Blvd., Suite 110, Dallas, TX 75229. As you are aware, my client did retain you as a freight forwarder in order to export two units of auto vehicles to Lagos, Nigeria. You made an arrangement under which the two vehicles were shipped by and through a shipper known as Abou Merhi Lines, but the two vehicles were lost in transit.

Enclosed herewith please see a copy of my letter dated November 7, 2008, and written to Abou Merhi Lines, demanding a payment of damages. As much as Abou Merhi Lines is liable, it is obvious that you are liable for the loss of the two vehicles. Such loss occurred because of your failure to perform your contractual duties, your liability for selecting an incompetent and unqualified shipper, and your negligence to exercise a reasonable degree of care in handling and having my client's two vehicles shipped to Nigeria.

My client does intend to file a suit against Abou Merhi Lines and further intends to join you as a codefendant in such suit, unless you are willing to pay the damages as outlined and demanded in my letter of November 7, 2008, sent to Abou Merhi Lines. Unless this law office hears from you about your intention to pay the damages within seven days of this letter, a suit will be filed jointly and severally against you and Abou Merhi Lines.

Very truly yours,



Don B. Chae, Attorney for DSW International, Inc.

Enclosure: Copy of my letter to Abou Merhi Lines dated November 7, 2008,

000015

Date 1/29/08
Time 10:40:43

Dsw Sports & Imports
Sales Receipt/Bill of Sale

Lot #13547625

Ex. 9a

This Motor Vehicle is sold As is - No Warranty.
No Sales Tax Applied.

Seller Dsw Sports & Imports
3505 Stroll Rd.
Plano TX 75025

Buyer Dsw International Inc.
11180 Harry Hines Blvd.
Dallas TX 75229.

Vehicle 04 Ford Explorer (s) Red Vin#1FMZU67K44UB59703
Sale 1/28/08

Charges and payments:	Miles	Invoice Amt
1.1/28/08 SALES PRICE	29980	21,200.00
Buyers Totals	1	21,200.00

T/T&L for Export

Net Due (USD) Payment Full .00

Runs and Drive

Print Name: _____

Signature: _____

Date: _____

000016

AUTO INTERIORS OF DALLAS
10220 HARRY HINES BLVD SUITE 4
DALLAS, TX 75220 214-357-1154

SERVICE ORDER

EX. 96

<input type="checkbox"/> SERVICE	<input type="checkbox"/> PICKUP	REPAIR IN	DATE ORDERED
<input checked="" type="checkbox"/> INSTALL	<input type="checkbox"/> DELIVERY	<input type="checkbox"/> HOME <input checked="" type="checkbox"/> SHOP	01 / 30 / 08

Name D.S.W INTERNATIONAL C.O.D. CHARGE
 Address 11180 HARRY HINES BLVD Phone _____
 City DALLAS TX 75229 State _____ Zip _____

MAKE <u>04 FORD</u>	MODEL <u>EXPLORER</u>	SERIAL NO.
<input type="checkbox"/> WARRANTY	SERVICE REQUESTED	DATE PROMISED
<input type="checkbox"/> CONTRACT		/ /
<input type="checkbox"/> ESTIMATE		

QUAN	PART NO.	DESCRIPTION	PRICE	AMOUNT
<u>1</u>		<u>TRUCK Bed Cover</u>		<u>800 =</u>
<u>1</u>		<u>TRUCK Accessories</u>		<u>500 =</u>

SERVICES PERFORMED	TIME START	TOTAL MATERIAL	
	TIME FINISH	LABOR AND SERVICE	
	HOURS	TAX	<u>AK</u>
		DEL. CHARGE OR MILEAGE	
DATE COMPLETED	CASH ON COMPLETION OF WORK		TOTAL 1300 =
<u>01/30/08</u>			

I hereby accept above performance, and charges, as being satisfactory and acknowledge that equipment has been left in good condition.

CUSTOMER'S SIGNATURE _____ TECHNICIAN'S SIGNATURE *[Signature]*

THANK YOU
SERVICE ORDER

3-584

000017

Friday

EX. 9c

BONNIE & CLYDE CB & STEREO

11311 HARRY HINES BLVD., STE. 104
DALLAS, TEXAS 75220

PHONE (972) 241-1187 FAX (972) 241-1213
SALES, SERVICE & CAR INSTALLATION.

Customer's Order No. Phone No. Date 1-31-08

Name

Address DSW - International

Call 214-557-7010

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
Q						
Quantity	DESCRIPTION				PRICE	AMOUNT
1	Xvision Gench visor Rm 648 →				1200	1200
1	DUB BOSS					
1	Fm mod.					
1	RS-727 Antopax					
1	BOSS C-450					
1	Boy-Carlos - Kickin clip					
	SATA install					
	night vision					
	camera					
NO CASH REFUNDS. MFG WARRANTY ONLY						
					TAX	200.00
					TOTAL	200.00

ALL claims and returned goods MUST be accompanied by this bill.

Rec'd by
Thank You

Form #NG-2501

Reorder from PARALL (800) 543-6650

Training
Credit Dept.
Sales
Marketing
Finance
Admin.
Rep. Serv.
Inv. Cont.
Rec. Mgmt.
Res. Mgmt.
Rec. Mgmt. Cont.

11311 HARRY HINES BLVD
DALLAS, TX 75220
PHONE (972) 241-1187
FAX (972) 241-1213

000010

Date 2/29/08
Time 8:37:39

Dsw Soports & Imports Lot # 13547587
Sales Receipt / Bill of Sale

EX. 9d

This Motor Vehicle is sold As is - No Warranty.
No Sales Tax Applied.

Seller Dsw Sports&Imports
3505 Stroll Rd.
Plano Tx 75025
469-228-1580

Buyer Dsw International Inc.
11180 Harry Hines Blvd.
Dallas Tx 75229
214-557-7010

Vehicle 01 HONDA ACCORD EX V6 BLK Vin # 1HGCG16541A079154
Sale 2/28/08

Charges and Payments:	Miles	Invoice Amt
1. 2/28/08 SALES PRICE	50980	16,900.00
Buyers Totals	1	16,900.00
		T/T&L for Export
Net Due (USD)	Payment full	.00

RUNS AND DRIVE

Print Name: _____
Signature _____ Date _____

000019



GUARDIAN AUTO GLASS

7029 COMMONWEALTH STE #3
 JACKSONVILLE, FL 32220
 (904)693-4114 / (888)866-2332

*** C. O. D. **

*** INVOICE ***

WORK PERFORMED FOR:

REMIT TO:

C. O. D. Account

CASH SALES - 2536
 7029 COMMONWEALTH AVE
 STE 3
 JACKSONVILLE, FL 32220

PORT STORAGE
 3701 FAYE RD
 JACKSONVILLE, FL 32226

CLAIMANT:

(Handwritten signature: Hix, 9e)

INVOICE NUMBER	5365042300
INVOICE DATE	04/08/2008
FEDERAL TAX NUMBER	34-0801385
ORDER NUMBER	5360058810
ORDER DATE	04/04/2008

ACCOUNT: 360900

HP:

WP:

ENPT BY	ENPT BY	PROPOSED COMPLETION DATE	RE	MO	TH	WE	TH	FR	SA	SU	JOB FIRM	WAIT
COM		04/07/2008 08:00-04:00	X								M-DUVAL	
HOME PHONE	WORK PHONE	EXT.	DATE OF LOSS	CAUSE OF LOSS		DEDUCTIBLE						
904-	904-757-5055											
AUTHORIZING BY			AGENT'S NAME				AGENT'S PHONE					
POLICY NUMBER			CLAIM/CONTROL NUMBER				P.O./R.C. NUMBER					
VEHICLE ID NUMBER			LICENSE/UNIT NUMBER			MILEAGE	BALANCE/PERSON		TAKEN BY			
1HGCG16541A079154							HOUSE ACCOUNT		JCARTER			
YEAR	MAKE	MODEL		BODY STYLE								
2001	HONDA	ACCORD		4 DOOR SEDAN								
FORM OF PAYMENT						REFERRED BY						
MASTERCARD						DIRECT MARKETING						

QTY	PART NUMBER/DESCRIPTION	LIST PRICE	UNIT PRICE	TOTAL
1	FW02064GBNN Windshield (USA Built) (Solar Contro			186.92
1	WFS F2064 RC Moulding (Reveal)			0.00

(Handwritten notes: 7029 FAYE RD, JACKSONVILLE, FL 32226, 904-757-5055)

REF # 2
 DATE: 04/07/08 11:52 AM
 SALES \$ 200.00
 PLEASE PRINT ON CAR
 I HEREBY PAY THE ABOVE TOTAL AMOUNT ACCORDING TO THE LATEST INSURANCE AGREEMENT (REQUIRE RECEIPT IF CREDIT VOUCHER)
 SIGNATURE
 TOP MANAGEMENT CUSTOMER-COPY CUSTOMER

SUBTOTAL	186.92
SALES TAX	13.08
DEDUCTIBLE	
TOTAL	200.00

*****STATEMENT OF AUTHORIZATION AND SATISFACTION*****
 REPLACEMENT HAS BEEN MADE TO MY SATISFACTION AND I HEREBY AUTHORIZE THE ABOVE INSURANCE COMPANY TO PAY DIRECT IN FULL TO GUARDIAN AUTO GLASS FOR SAID INSTALLATION. IF FOR ANY REASON THE INSURANCE COMPANY DOES NOT PAY FOR THESE REPAIRS OR REPLACEMENTS THE BELOW SIGNED AGREES TO PAY FOR SAID REPAIRS OR REPLACEMENTS.
 DATE _____ CUSTOMER/WITNESS _____

000020

Your Satisfaction is Our Guarantee

DF TRUCKING COMPANY

1215 E. AVENUE J
 GRAND-PRAIRIE
 TX. 75050

Invoice

Date	Invoice #
3/5/2008	002341

Bill To
DSW INTERNATIONAL INC 11180 HARRY HINES BLVD SUITE 110 DALLAS TEXAS 75229

EX. 9f

Terms	Project
Net 30	

Quantity	Description	Rate	Amount
1	01 HONDA ACCORD VIN IHGCG16541A079154 DALLAS TEXAS TO JACKSONVILLE FLORIDA	500.00	500.00
1	04 FORD EXPLORER VIN IFMZU67K44UB59703	500.00	500.00
		Total	\$1,000.00

00002;

Port Storage & Delivery, Inc.

3701 Faye Road
Jacksonville, FL 32226

Invoice

Date	Invoice #
5/19/2008	746

Bill To
DSW Sports & Imports 11180 Harry Hines Blvd., #110 Dallas, TX 75229

Ex. 9g

Description	VIN#	Days or Qty	Rate	Terms
				Due on receipt
				Amount
Daily Vehicle Storage - no charge for May				0.00T
Vehicle Delivery to Jaxport 5/19 - Tow		2	99.00	198.00
			Subtotal	\$198.00
			Sales Tax (7.0%)	\$0.00
			Total	\$198.00
			Payments/Credits	\$0.00
			Balance Due	\$198.00

Phone #	Fax #	E-mail
(904) 757-5055	(904) 757-4055	portstorage@yahoo.com

000022

Port Storage & Delivery, Inc.

3701 Faye Road
Jacksonville, FL 32226

Invoice

Date	Invoice #
4/29/2008	679

Bill To
DSW Sports & Imports 11180 Harry Hines Blvd., #110 Dallas, TX 75229

Attn: Arinze

Ex. 99

Description	VIN#	Days or Qty	Rate	Terms
				Due on receipt
				Amount
Daily Vehicle Storage 4/1 - 4/30	B59703	30	6.00	180.00T
Daily Vehicle Storage 4/1 - 4/30	079154	30	6.00	180.00T

Thank you for your business.	Subtotal	\$360.00
	Sales Tax (7.0%)	\$25.20
	Total	\$385.20
	Payments/Credits	\$0.00
	Balance Due	\$385.20

Phone #	Fax #	E-mail
(904) 757-5055	(904) 757-4055	portstorage@yahoo.com

000023

Port Storage & Delivery, Inc.

3701 Faye Road
Jacksonville, FL 32226

Invoice

Date	Invoice #
4/3/2008	574

Bill To
DSW Sports & Imports 11180 Harry Hines Blvd., #110 Dallas, TX 75229

Revised

Ex. 92

				Terms
Description	VIN#	Days or Qty	Rate	Amount
Daily Vehicle Storage 3/1 - 3/31	B59703	31	6.00	186.00T
After Hours Drop Off Fee - Saturday 3/1 waive fee	079154	1	0.00	0.00
Daily Vehicle Storage 3/1 - 3/31	079154	31	6.00	186.00T
Remove protruding parts from both units - labor hours		2.5	75.00	187.50
Arinze, you still need to have glass replacement on front windshield also, towing to the terminal will be additional				

Thank you for your business.		Subtotal	\$559.50
		Sales Tax (7.0%)	\$26.04
		Total	\$585.54
		Payments/Credits	\$0.00
		Balance Due	\$585.54

Phone #	Fax #	E-mail
(904) 757-5055	(904) 757-4055	portstorage@yahoo.com

000024

Port Storage & Delivery, Inc.

3701 Faye Road
Jacksonville, FL 32226

Invoice

Date	Invoice #
2/28/2008	482

Bill To
DSW Sports & Imports 11180 Harry Hines Blvd., #110 Dallas, TX 75229

EX. 99

				Terms
Description	VIN#	Days or Qty	Rate	Amount
Daily Vehicle Storage 2/12 - 2/29	B59703	18	6.00	108.00T

Thank you for your business.		Subtotal	\$108.00
		Sales Tax (7.0%)	\$7.56
		Total	\$115.56
		Payments/Credits	\$0.00
		Balance Due	\$115.56

Phone #	Fax #	E-mail
(904) 757-5055	(904) 757-4055	portstorage@yahoo.com

000025

Posting Date: 2008-08-05
 Sequence #: 7280450774
 Account #: 717601801
 Routing Transit: 11100061
 Amount #: \$2675.00
 Check/Serial #: 000000001374
 Bank #: 201
 Tran Code: 000000
 IRD: 0
 ItemType: P
 BOFD: 000000000
 Cost Center: N/A
 Teller Number: N/A
 Teller Seq Number: N/A
 Processing Date: N/A

Ex. 9h

DSW INTERNATIONAL INC. 1374
 11100 HARRY HINES, SUITE # 110
 DALLAS, TX 75229

DATE 8/1/08 1110 2008

PAY TO THE ORDER OF Commonwealth \$ 2675.00

Twenty six seventy five and 00/100 DOLLARS

CHASE
 JPMorgan Chase Bank, N.A.
 Dallas, Texas 75201
 www.Chase.com

FOR John M. app

⑆0001374⑆ ⑆111000614⑆ ⑆717601801⑆ ⑆0000267500⑆

* FEDERAL RESERVE BOARD OF GOVERNORS, WASHINGTON, DC

BANK OF AMERICA, NA OH
 111000025 ⑆7896 94 000
 08/04/08
 8730735851

ENDORSE
 PAY TO THE ORDER OF
 BANK OF AMERICA
 111000025
 FOR DEPOSIT ONLY
 COMMONWEALTH SHIPPING, INC.
 48003595708

000026



Chase.com | Contact Us | Privacy Policy

FX. 9R

Monday, July 0

My Accounts > Account Activity > Check Details

Check Details

Print Help with this page I'd like to...
See Account Statements

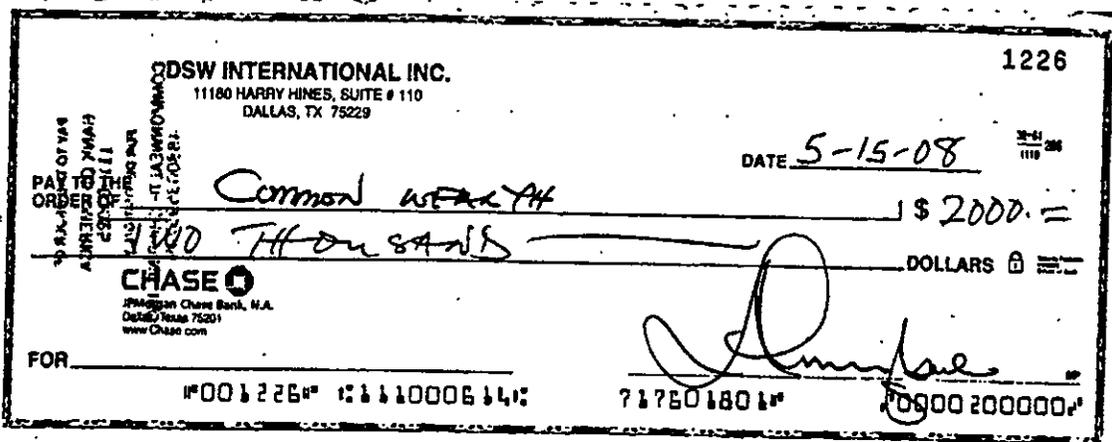
BUSINESS CLASSIC (...1801)

Check Number: 1226

Post Date: 05/20/2008

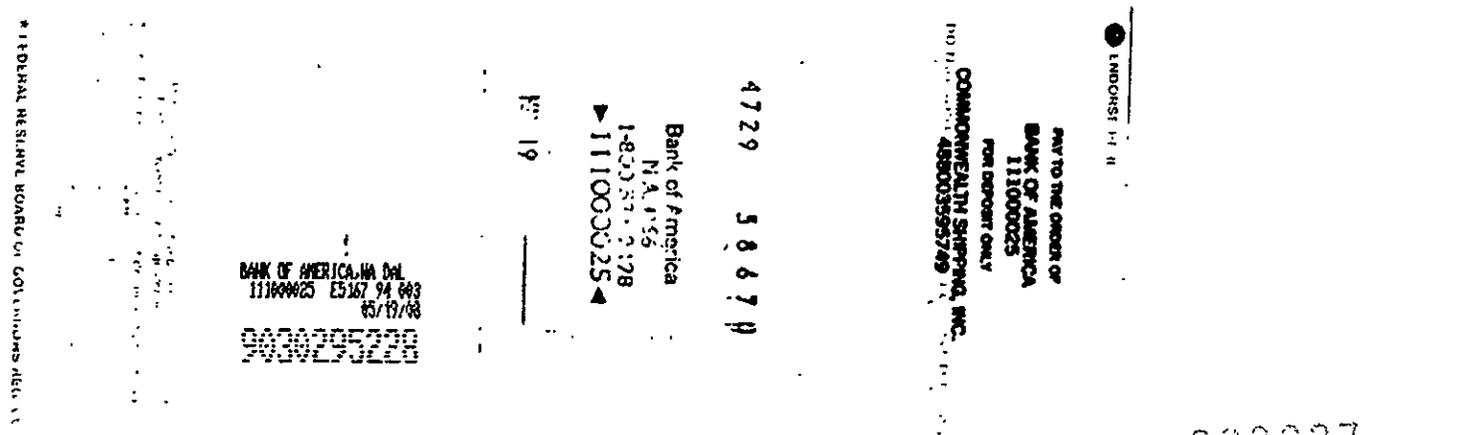
Amount of Check: \$2,000.00

Front Enlarge/Reduce Check Image



Need help printing or saving this check?

Back Enlarge/Reduce Check Image



Need help printing or saving this check?

000027

Posting Date: 2008-07-09
 Sequence #: 4980163659
 Account #: 717601801
 Routing Transit: 11100061
 Amount #: \$300.00
 Check/Serial #: 000000001361
 Bank #: 201
 Tran Code: 000000
 IRD: 0
 ItemType: P
 BOFD: 000000000
 Cost Center: N/A
 Teller Number: N/A
 Teller Seq Number: N/A
 Processing Date: N/A

FX. 9h

DSW INTERNATIONAL INC. 11180 HARRY HINES, SUITE # 110 DALLAS, TX 75229		1361
DATE <u>7/8/08</u>		1118
PAY TO THE ORDER OF	<u>Bank of America</u>	\$ <u>300</u>
<u>THREE HUNDRED</u>		DOLLARS
CHASE JP Morgan Chase Bank, N.A. Dallas, Texas 75201 www.Chase.com	<i>[Signature]</i>	
FOR		
⑈001361⑈ ⑆111000614⑆		717601801 ⑈000003000⑈

FEDERAL RESERVE BOARD OF GOVERNORS · WASHINGTON, D.C. 20540

070808 11 099000296710643
 001174040304 010 A
 0002967013

BANK OF AMERICA, N.A. DAL
 ⑈111000614⑆ E2179 94 663
 07/08/08
 8730208973

ENCLOSURE

000023

9/2/2004

FEDERAL MARITIME COMMISSION

INFORMAL DOCKET NO. 1898(F)

DSW INTERNATIONAL, INC., a Texas Corporation
Claimant,

v.

COMMONWEALTH SHIPPING, INC.,

and

ABOU MERHI LINES, LLC.
Respondents.

**ANSWER OF REPENDENT COMMONWEALTH SHIPPING, INC. TO DSW
INTERNATIONAL, INC.'S REQUEST FOR VOLUNTARY PRODUCTION OF
INFORMATION**

The above-named Respondent, COMMONWEALTH SHIPPING, INC. (hereinafter
"COMMONWEALTH"), for Answer to the Complaint in this proceeding, states:

EXHIBIT A

1 Regarding the two Bills of Lading issued to DSW International, Inc. by Commonwealth Shipping, Inc., dated June 16, 2008, please disclose the amount of fees Commonwealth charged DSL International for your services for the international ocean transportation of the freight cargo, two automobile vehicles herein(hereafter referred to as the "cargo").

The amount of the fees was \$3200.00.

2 Regarding the same as #1 above, please produce the receipt showing the amount Commonwealth received from DSL International for such services?

Texas Secretary of State

Hope Andrade

[UCC](#) | [Business Organizations](#) | [Trademarks](#) | [Notary](#) | [Account](#) | [Help/Fees](#) | [Briefcase](#) | [Logout](#)

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 800335808 **Entity Type:** Domestic For-Profit Corporation
Original Date of Filing: April 28, 2004 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 32014927530 **FEIN:**
Duration: Perpetual
Name: DSW International, Inc.
Address: 11180 HARRY HINES BLVD STE 10
DALLAS, TX 752294603 USA

<u>REGISTERED</u> <u>AGENT</u>	<u>FILING</u> <u>HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED</u> <u>NAMES</u>	<u>ASSOCIATED</u> <u>ENTITIES</u>
Last Update	Name	Title	Address		
March 14, 2008	CHIOMA UNEGBUNE	Director	3505 RD PLANO, TX 75025 USA		
March 14, 2008	ADAIRE ENEGBUME	Director	3136 SMOKEFORD LN GRAND PRAIRIE, TX 75052 USA		
March 14, 2008	TYNA EYER UNEBUME	Director	3136 SMOKEFORD LN GRAND PRAIRIE, TX 75052 USA		
March 14, 2008	TYNA EYER UNEBUME	PRESIDENT	3136 SMOKEFORD LN GRAND PRAIRIE, TX 75052 USA		

[Order](#) [Return to Search](#)

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

000030

Federal Maritime Commission

Washington, D.C. 20573-0001

OCEAN TRANSPORTATION INTERMEDIARY LICENSE NON-VESSEL-OPERATING COMMON CARRIER

NO. 020769N

THIS IS TO CERTIFY THAT

COMMONWEALTH SHIPPING, INC.

is the holder of an Ocean Transportation Intermediary License and, as such, is duly authorized to carry on the business of providing non-vessel operating common carrier services for the provision of transportation by water of cargo via common carriers between the United States, its territories or possessions and foreign countries.

This license is conferred pursuant to the authority contained in Section 19 of the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and is subject to the provisions of said Act, Part 515 of Title 46 of the Code of Federal Regulations as it is or may be amended, and the pertinent provisions of other applicable regulations promulgated under the foregoing Act.

By authority of the Federal Maritime Commission

Sandra L. Kusumoto

Director, Bureau of Certification and Licensing

Effective: MAY - 7 2007

000031



Booking Confirmation

Atlantic Container Line
272 Bendix Road
Suite 300
Virginia Beach

ATTENTION: VICTOR ONYEJUO		PHONE: 12143737177	E-MAIL: sales@commonwealthglobal.com			
COMPANY: COMMON WEALTH TRAVEL AND		FAX: 12143737772				
SHIPPER REFERENCE NUMBER:		SHIPMENT/BOOKING #: S3-02369943				
FORWARDER REFERENCE NUMBER:		ALT SHIPMENT #:				
ISSUED BY: Becky Coore		DATE: 04/28/2008 23:02	E-MAIL: BCoore@acfcargo.com			
LOCATION: Virginia Beach		PHONE: 8888604013	FAX: 8882259800			
SHIPPER REF #:		REF #:				
COMMON WEALTH TRAVEL AND SHIPPING 9560 SKILLMAN ROAD SUITE 100						
DALLAS TX75243, U.S.A.						
REF #:						
		The details of this booking confirmation was entered based on Customer furnished details.				
		QUOTE #:				
VESSEL: REPUBBLICA DI ROMA		VOYAGE: ASDR0408	MOVE TYPE: Port / Port			
CARRIER: Industria Armamento Meridionale S.p.A.						
PORT OF LOAD: Jacksonville Port ETD 05/28/2008						
PORT OF DISCHARGE: Lagos - Tin Can Island ETA 06/19/2008						
RATES AND CHARGES OK						
Qty	Size/Type	Commodity	Pos/Pkg Type	Booked Weight (Kgs)	L x W x H (Mts)	
1	Used Car(s)	Car	1/	1270	4.64x1.7x1.42	
Charge Description		Curr.	Rate	Rate Basis	Factor	Amount
Basic Frt.		USD	1,045.00	Per Unit	1	1,045.00
MDR		USD	20.00	Per Unit	1	20.00
Port Receiving		USD	80.00	Per Unit	1	80.00
TOTAL PER CURRENCY:						
USD	1,145.00			USD	1,145.00	
Following vehicles to be delivered at						
JACKSONVILLE FL / CERES TERM						
9901 BLOUNT ISLAND BLVD						
Equip Type	Chassis #	Make/Model	Weight (kgs)	Dimensions (L x W x H)		

1900

EXHIBIT "D"

GRIMALDI LINES

Booking Confirmation

SHIPMENT/BOOKING NUMBER: 88-02369943

Used Car(s)	079154	HONDA ACCORD	1270	15/3x5/7x4/8
VIN: LHGCCG16541A079154				

NOTES:

West Africa - RORO Prepaid freight terms only -- Cargo will be held at POL until freight is collected and export demurrage will be applied for cargo which does not load first available vessel due to outstanding payment. Presentation of ACL ORIGINAL Bill of Lading at destination is required for release of cargo.

- customers that do not file customs/census documents via AES and present a hard copy of the Shippers Export Declaration (S.E.D.) for the line to file will be assessed a fee of \$100. handling fee
- ALL Units +3.5 Tons (Trucks, Busses, Tractors, Roadbuilding...) MUST be self-propelled and enter the terminal on their own power.
- Handlers should be well informed that it is forbidden to discharge not-self-propelled units by pulling or pushing them by means of other vehicles. Obstructions on this regulation will be addressed to shippers.
- once the vehicle is parked on the compound: ignition and all electrical devices consuming power (lights, radio, CD player, ...) must be switched off.

ACL SHALL IN NO CIRCUMSTANCES BE LIABLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE CAUSED BY DELAY.

THE SHIPPER IS RESPONSIBLE FOR PROTECTING THEIR CARGO AGAINST INCLEMENT WEATHER CONDITIONS AT THE TERMINAL AND OR WHILE IN ACL'S POSSESSION.

BOOKING IS UNDERTAKEN SUBJECT TO THE TERMS AND CONDITIONS OF ATLANTIC CONTAINER LINES' OCEAN BILL OF LADING. A COPY IS AVAILABLE UPON REQUEST ONLY.

LAGOS, NIGERIA- all vehicles must be delivered to terminal empty/free of effects or cargo.

ALL shipments to Nigeria must be covered by an M-form, to be obtained and filled out by the importer in Nigeria. The Form M number must be submitted on the shipping instructions for inclusion on the bill of lading and manifest.

Cars/Trucks /Vans: Are restricted to a Eight (8) year age limitation for Import into Nigeria for passenger vehicles with 9 or less occupants including driver. The determination of the automobile's age will be based on the vehicle's manufacturer's date, taking into account the Month, Day and Year. Based on the above conditions, as set forth by the Nigerian Customs Authorities, ACL's position is not to accept automobiles registered later than 1 January 1997. To conform with Nigerian regulations, ACL requires the CRI number and copies of the packing list and vehicle titles be submitted with your shipping instructions. Failure to provide this information will delay the return of your Bill of Lading and could result in a delay in the ultimate delivery of your freight. ACL does not permit any freight/cargo to move in vehicles. Nigerian Import regulations require a packing list or letter declaring that the vehicle does not contain any cargo/freight. This packing list or letter must be presented with your shipping instructions. Bills of Lading will not be processed or released and cargo will not be transhipped to/or unladen in Lagos without this declaration. A CONGESTION SURCHARGE OF \$200/teu WILL BE ASSESSED EFFECTIVE JUNE 1, 2005

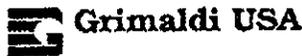
ROLLABLE CARGO:

USA - All rollable cargo is to be presented for shipment cleaned, with no dirt or residue visible according to USDA requirements.

Should cargo be inspected by USDA and found to have residue, the costs for additional cleaning etc. will be for the account of shipper and/or consignee.

All Cars must be delivered accompanied by a legible copy of the vehicle logbook that clearly

000033



Booking Confirmation

Atlantic Container Line
272 Bendix Road
Suite 300
Virginia Beach

ATTENTION: VICTOR ONYEUJO		PHONE: 12143737177	E-MAIL: sdcs@commonwealthtravel.com		
COMPANY: COMMON WEALTH TRAVEL AND					
SHIPPER REFERENCE NUMBER:		FAX: 12143737772			
FORWARDER REFERENCE NUMBER:		SHIPMENT/BOOKING #:	83-02369940		
ISSUED BY: Becky Coore		DATE: 04/28/2008 23:01	E-MAIL: BCoore@acclargo.com		
LOCATION: Virginia Beach		PHONE: 8888604013	FAX: 8882259800		
SHIPPER REF #:		REF #:			
COMMON WEALTH TRAVEL AND SHIPPING 9560 SKILLMAN ROAD SUITE 100					
DALLAS TX75243, U.S.A.					
REF #:					
		The details of this booking confirmation was entered based on Customer furnished details.			
		QUOTE #:			
VESSEL: REPUBBLICA DI ROMA VOYAGE: RDR0408 MOVE TYPE: Port / Port					
CARRIER: Industria Armanento Meridionale S.p.A.					
PORT OF LOAD: Jacksonville Port ETD 05/28/2008					
PORT OF DISCHARGE: Lagos - Tin Can Island ETA 06/19/2008					
RATES AND CHARGES OK					
Qty	Size/Type	Commodity	Pcs/Pkg Type	Booked Weight (Kgs)	L x W x H (Mts)
1	Used Small Van(s)	Small Van	1/	2012	4.84x1.87x1.61
Charge Description	Curr.	Rate	Rate Basis	Factor	Amount
Basic FRT.	USD	1,100.00	Per Unit	1	1,100.00
MDR	USD	20.00	Per Unit	1	20.00
Port Receiving	USD	80.00	Per Unit	1	80.00
TOTAL PER CURRENCY:					
USD		1,200.00		USD	1,200.00
Following vehicles to be delivered at JACKSONVILLE FL / CERES TERM 9901 BLOUNT ISLAND BLVD					
Equip Type	Chassis #	Make/Model	Weight (kgs)	Dimensions (L x W x H)	

1955

000000

GRIMALDI LINE

Booking Confirmation

SHIPMENT/BOOKING NUMBER: 53-02369940

Used Small Van (959703
VIN:1FMZU67K44UB59703

FORD EXPLORER

2012

15/11x6/2x5/11

NOTES:

West Africa - RORO Prepaid freight terms only -- Cargo will be held at POL until freight is collected and export demurrage will be applied for cargo which does not load first available vessel due to outstanding payment. Presentation of ACL ORIGINAL Bill of Lading at destination is required for release of cargo.

- customers that do not file customs/census documents via AES and present a hard copy of the Shippers Export Declaration (S.E.D.) for the line to file will be assessed a fee of \$100. handling fee
- ALL Units +3.5 Tons (Trucks, Busses, Tractors, Roadbuilding...) MUST be self-propelled and enter the terminal on their own power.
- Hauliers should be well informed that it is forbidden to discharge not-self-propelled units by pulling or pushing them by means of other vehicles. Obstructions on this regulation will be addressed to shippers.
- once the vehicle is parked on the compound: ignition and all electrical devices consuming power (lights, radio, CD player, ...) must be switched off.

ACL SHALL IN NO CIRCUMSTANCES BE LIABLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE CAUSED BY DELAY.

THE SHIPPER IS RESPONSIBLE FOR PROTECTING THEIR CARGO AGAINST INCLEMENT WEATHER CONDITIONS AT THE TERMINAL AND OR WHILE IN ACL'S POSSESSION.

BOOKING IS UNDERTAKEN SUBJECT TO THE TERMS AND CONDITIONS OF ATLANTIC CONTAINER LINES' OCEAN BILL OF LADING. A COPY IS AVAILABLE UPON REQUEST ONLY.

LAGOS, NIGERIA- all vehicles must be delivered to terminal empty/free of effects or cargo.

ALL shipments to Nigeria must be covered by an M-form, to be obtained and filled out by the importer in Nigeria. The Form M number must be submitted on the shipping instructions for inclusion on the bill of lading and manifest.

Cars/Trucks /Vans: Are restricted to a Eight (8) year age limitation for Import into Nigeria for passenger vehicles with 9 or less occupants including driver. The determination of the automobile's age will be based on the vehicle's manufacturer's date, taking into account the Month, Day and Year. Based on the above conditions, as set forth by the Nigerian Customs Authorities, ACL's position is not to accept automobiles registered later than 1 January 1997. To conform with Nigerian regulations, ACL requires the CRI number and copies of the packing list and vehicle titles be submitted with your shipping instructions. Failure to provide this information will delay the return of your Bill of Lading and could result in a delay in the ultimate delivery of your freight. ACL does not permit any freight/cargo

Date 2/29/08
Time 8:37:39

COPART
Sales Receipt/Bill of Sale
THIS MOTOR VEHICLE IS NOT GUARANTEED Fed Tax: 942867490

Seller STATE FARM MUTUAL AUTO INS CO Buyer DSW SPORTS & IMPORTS 163300
12850 NW 27TH AVE. 11180 HARRY HINES BLVD.#110
MIAMI, FL 33054 DALLAS, TX 75229

Phone# (305) 688-6400

Phone# (972) 488-1800

Vehicle 01 HOND ACCORD EX BLACK
Sale 2/26/08 # 7

Vin# 1HGCG16541A079154
Yard 33 FL - MIAMI NORTH

Charges and Payments:

1	2/28/08	SALE PRICE	1,500.00
2	2/28/08	BUYER FEE	185.00
3	2/28/08	VIRTUAL BID FEE	35.00
4	2/28/08	GATE	30.00
5	2/29/08	BUYER PAYMENT	1,750.00-

NET DUE (USD) .00

*From DSW
pls prepare
this car
receipt
thanks
DSW*

* RECEIPT VALID THROUGH

3/07/08

RELEASED BY: _____

DATE _____

RELEASED TO: _____

RUNS AND DRIVES

000335

Commonwealth Shipping answer to (A) "Proposed Finding of Facts 17"

Commonwealth booked cargo to ship via Grimaldi, upon hearing from DSW that the hood for the Ford is not on the vehicle and the windshield of the Honda was broken, Commonwealth read the terms & conditions of Grimaldi regarding loading of vehicles under such condition, after reading the terms & conditions of Grimaldi as stated on page 3 of Grimaldi booking confirmation (see attached) Commonwealth ran the condition of the vehicles through Grimaldi by phone to make sure they will be accepted before delivering vehicles to the port, and to avoid double expenses for the customer. Commonwealth did not receive a grantee answer from Grimaldi so I informed DSW and he accepted and approved using Abou Merhi Line to Cotonou. DSW acceptance and approval was by telephone. Vehicles were purchased in Florida, not in Dallas so commonwealth did not have a physical

Commonwealth answer to (B)

After Commonwealth received load list from Abou Merhi Line showing vehicles loaded (see attached load list) Commonwealth received bill of lading proof copies and invoice, then send freight payment to Abou Merhi Line, Commonwealth received original bill of lading from Abou Merhi and handed over to DSW.

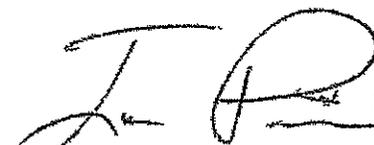
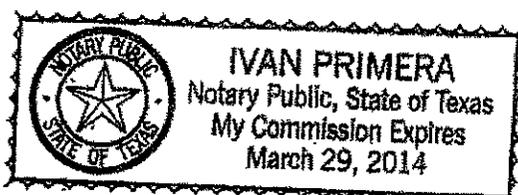
Upon vessel arrival to destination DSW informed Commonwealth that his vehicles are not seen, Commonwealth called and informed Abou Merhi what DSW said, Abou Merhi promised to contact her agent at destination, from then on Commonwealth was calling Abou Merhi two -three times every week still same promises finally Abou Merhi said they could not find the vehicles and suggested that DSW should file for claims.



Victor K. Onyeuju
President/CEO
Commonwealth Shipping, Inc.

Before me, a notary public in State of Texas, Dallas county on this day
Personally appeared VICTOR ONYEJUJO
Known to me to be the person whose name is subscribed to the foregoing
document and, being by me first duly sworn, declared that the statements
therein contained are true and correct.

Given under my hand and seal this 11 day of SEPTEMBER, 2010



000037
Notary Public

states the date of first registration of the vehicle, Consignee will need the original document in Lagos to clear Local Customs.

Documentation and shipping instructions may be faxed to 800-225-3627

SHIPMENT RORO TERMS & CONDITIONS:

This booking is undertaken based on rates as quoted, which is based upon the information and/or dimensions supplied by you at time of quotation and will be subject to final specification and/or survey at time of shipment. If dimensions exceed from what was quoted the rate may increase. All other charges/surcharges are subject to change's and/or implementation, as appropriate. All quotations are based on net freight's value plus local V.A.T. if due, also based on 30 days validity unless otherwise stated.

If towable - units must have the standard US/European PIN connection,

If self-propelled - but not in good condition we reserve the right to refuse to load,

If self-propelled - but non starter we can not be held responsible, any costs to repair or start the vehicle is for the account of the cargo

Customs / Agency work / Lashing & Securing not included both ends.

Rate based on space. All carriage is subjected to the Terms & Conditions of the carrier's bill of lading, which are available upon request.

Any Grimaldi waf roro booking, which has been on file for more than 35 days and the subject unit has not been delivered to the terminal for export will be automatically canceled in our booking data base

Thank you for choosing ACL, please call 888-860-4013 or e-mail nawafbookings@aclcargo.com should you require additional information or assistance.

JACKSONVILLE - Please note that shipping instructions for cargo moving over Jacksonville Blount Island Marine Terminal are to be received by this office 5 BUSINESS DAYS prior to the vessel arrival at port. Vessel deliver cutoff is also 5 business days prior to arrival.

BOOKING SUBJECT TO SPACE AVAILABILITY

Please be advised ACL will move to a FIFO (First In First Out) load system for ACL units.

This means units which arrive at a given

Terminal and are Custom cleared are then added to the load list. These will be loaded based on first come first serve basis.

Please remember there may be a few exceptions such as non runners, stowage problems, terminal mistakes etc...

TANK TRAILER/TRUCK CLEANING CERTIFICATES FOR RORO: in order to ensure that no hazardous cargoes or residues are left inside of the (cargo) tanks prior to arrival on the terminal or loading on the vessel, ACL requires a CLEANING and/or GAS FREE certificate be presented whenever tank trailers or trucks are delivered for shipment on an ACL/Grimaldi vessel.

A blank CLEANING Certificate/GAS FREE certificate (hereafter CCC) will be issued by customer service at the time of the booking along with a list of tank cleaning companies that can perform the work in the port areas ACL serves. The shipper is not bound to use one of these companies but must use a company that is legally certified to perform this type of activity. the CCC must be completed by the vendor providing the service and presented

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ABOU MERHI LINES (USA) LLC

Voyage Load List

Sailing Date: Jun 5 2008

Vessel: Sun Belt Dixie 0813
 Port: Jacksonville

**This is a preliminary list of units loaded, all information not guaranteed and subject to change

NO.	VIN	CAT	POD	BOOKING	SHIPPER	FORWARDER	STATUS	MAKE	MODEL	YEAR	TOW FEE
481	1FMZU67K44UB59703	SUV	CTU	JCC3002	DSW INT'L INC	COMMONWEALTH	Loaded	Ford	Explorer Sport	2004	N
482	1HGCG16541A079154	CAR	CTU	JCC3002	DSW INT'L INC	COMMONWEALTH	Loaded	Honda	Accord	2001	N
483	JT3GN87R8V0025985	SUV	CTU	JCS5048	PATCHELY EZIGBO	COMMONWEALTH	Loaded	Toyota	4Runner	1997	N

000000



COMMONWEALTH SHIPPING, INC.
560 SKILLMAN ROAD SUITE 100
DALLAS, TEXAS 75243

Tel Number: 214-373-7177
Fax Number: 214-373-7772

JAXO

①

FACSIMILE COVER SHEET
Direct Shipment

Total Pages, including cover sheet: 1

Company Name: (Carrier) ABOUMERHI LINES	Sender: Victor KC. Onyeujo 3013623
Attention: Documentation Department	Date: 05/28/2008
Fax Number:	Phone Number:

Urgent Reply ASAP Please Comment Please Review For Your Info

COMMENTS/ ANMERKUNGEN/ COMMENTAIRES
SUBJECT: Bill of Lading Instructions

Our Reference No: 720
Vessel: SEA AHMED, VOY 0806

Booking Reference: JCC 3002
ETS: 06/01/2008

From: JACKSONVILLE

To: COTONOU

Shipper: COMMONWEALTH SHIPPING, INC.
and 9560 SKILLMAN ROAD SUITE 100
Forwarder: DALLAS, TEXAS 75243

Consignee: UDEMBA ELECTRONICS COY LTD
133 IDEWU INDUSTRIAL
OLODI-APAPA, LAGOS
NIGERIA

Notify Party:

MASTER

Marks and Numbers	Number of Packages	Description of Commodity	Weight Lbs	Measurement
RO - RO **TRANSIT NIGERIA	1	USED 2001 HOND 4D; VIN#1HGCG16541A079154 AES XTN: 01-082828-720 ABS ITN: X20080527043296	3228	

PREPAID

NO ORIGINALS ISSUED

Please show our reference number on Bills of Lading, Freight **PREPAID TELEX RELEASE REQUIRED.**
These commodities licensed by the US for ultimate destination COTONOU, Diversion contrary to US law prohibited.

Thank you and best regards,

Victor KC. Onyeujo

FAXED

5-28-08

000040

DOCK RECEIPT

2. Exporter (Principal or seller-licensor and address including Zip Code)
DSW INTERNATIONAL, INC.
11180 HARRY HINES BLVD. #110
DALLAS, TX

5. Document Number
JCC 3002

5a. Bill of Lading Number

6. Export References
1794

6a. Reference No.
720

3013623

3. Consigned To:
UDEMBA ELECTRONICS COY LTD
133 IDEWU INDUSTRIAL

OLODI-APAPA, LAGOS

Zip Code: **75229**

7. Forwarding Agent (Name and Address) Tel: **214-373-7177**
COMMONWEALTH SHIPPING, INC.
9560 SKILLMAN ROAD SUITE 100
DALLAS, TEXAS 75243 FMC: **019202**

8. Point (State) or Origin or FTZ Number
JACKSONVILLE FL

4. Notify Party / Intermediate Consignee (Name and Address)

9. Domestic Routing / Export Instructions

12. Pre-Carriage By

13. Place of Receipt by Pre-Carrier

14. Exporting Carrier
SEA AHMED, VOY 0806
 16. Foreign Port of Unloading (Vessel and air only)
COTONOU

15. Port of Loading / Export
JACKSONVILLE FL

10. Loading Pier / Terminal

10a. Closing Date

17. Place of Delivery by On-Carrier

11. Type of Move
VESSEL

11a. Containerized (Vessel only)
 Yes No

Marks and Numbers
 (18)

Number of Packages
1

Description of Commodities in Schedule B detail
 (20)
USED 2001 HOND 4D; VIN# 1HGCG16541A079154

Gross Weight Measurement (Kilos) (21)
1464 kgs

US CUSTOMS &
 BORDER PROTECTION
 CERTIFIED FOR EXPORT

MAY 27 2008

 JACKSONVILLE, FLORIDA

FREIGHT PREPAID ON BOARD 6/1/2008 AT JACKSONVILLE FL
ON BOARD NAMED VESSEL SEA AHMED, VOY 0806 VIA ABOU MERHI LINES AS CARRIER.

DELIVERED BY:

LIGHTER
 TRUCK

 ARRIVED- DATE .. TIME ..

 UNLOADED- DATE .. TIME ..

 CHECKED BY

 PLACED IN SHIP LOCATION
 ON DOCK

RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDERSIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHALL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES.

FOR THE MASTER

BY _____
 Receiving Clerk

DATE _____

000041

Identification Number 1HGCG16541A079154	Year 2001	Make HOND	Body 4D	WFL-BHP 3228	Vessel Regs. No.	Title Number 83770532
--	--------------	--------------	------------	-----------------	------------------	--------------------------

Registered Owner: _____ Date of Issue 01/31/2008

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
10451 NW 117TH AVE
MIAMI, FL 33178

Lien Release
Interest in the described vehicle is hereby released
By _____
Title _____
Date _____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is
01 HOND ACCORD EX BLACK



13547587 S 59Z772430

033

Mail To:

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
10451 NW 117TH AVE
MIAMI, FL 33178

the appropriate forms required for the purchaser of
title and register the vehicle, mobile home or vessel.
<http://www.hsmv.state.fl.us/hsmv/inf.html>

19547587

CERTIFICATE OF TITLE

Identification Number 1HGCG16541A079154	Year 2001	Make HOND	Body 4D	WFL-BHP 3228	Vessel Regs. No.	Title Number 83770532
Prev. Title Color BLK	Primary Brand	Secondary Brand	No. of Brands	Use PRIVATE	Prev Issue Date 11/21/2007	By
Original Status of Vessel (Mobile Home or OH Vessel) 97-927-KITLES 01/30/2008-ACTUAL	Roll Material	Price	Date of Issue 01/31/2008	Date		

Registered Owner:
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
10451 NW 117TH AVE
MIAMI, FL 33178

US CUSTOMS &
BORDER PROTECTION
CERTIFIED FOR EXPORT

MAY 27 2008

JACKSONVILLE FLORIDA

***SALVAGE REBUILDABLE**

DIVISION OF MOTOR VEHICLES

TALLAHASSEE

FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

[Signature]
DAVID FORD
Director



[Signature]
Erick Theodorakis
Executive Director

Control Number 87082158
46-12-87082158

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free of all liens except as noted on the face of this certificate and the result of a lien search conducted by the Department of Highway Safety and Motor Vehicles.

Seller Must Enter Date Sold: 2/26/08

Actual Mileage: IN EXCESS OF ITS MECHANICAL LIMITS NOT THE ACTUAL MILEAGE

Seller: *[Signature]*
Mercy Moritzano

Buyer: *[Signature]*
Coban

Control Number: VA 10072876

NOTICE: \$1000 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

VOID IF FEATHERED

VOID IF FEATHERED

CNTY# PGM# SUB# RPT#

46	2	KJK	2315
AUDIT # 87082158			



TRANSACTION ID'S

L#	1742207
T#	527483552
B#	38405

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL
CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC	
83770532	IHGCGI6541A079154	2001	HOND	4D	BLK	3228		
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER
01 31 08	TRT	PRIVATE						

Applicant/Owner's Name & Address
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
10451 NW 117TH AVE
MIAMI, FL 33178

BIRTHDATE SEX MO. DAY YEAR	RESIDENT Y N ALIEN	CNTY RES.#
	X	1
1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #	

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
8.25	6.50	0.00	14.75

Action Requested: TRANSFER TITLE

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER VESSEL MILEAGE	ACTUAL	ODOMETER DECLARATION CERTIFICATION
FL	01/30/2008		XX	97,830	97,830	<input type="checkbox"/>

LIEN INFORMATION DATE OF LIEN RECEIVED DATE FOR FL/DL AND SEX AND DATE OF BIRTH DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

01 HOND ACCORD EX BLACK
13547587 S 59Z772430

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE PURCHASER HOLDS VALID
IS EXEMPT FROM EXEMPTION CERTIFICATE
FLORIDA SALES OR VEHICLE / VESSEL WILL BE
USE TAX FOR THE USED EXCLUSIVELY FOR RENTAL
REASON(S) CHECKED OTHER OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS \$

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00

SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

I HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.
I CERTIFY THAT THE CERTIFICATE OF TITLE IS NOT LOST OR DESTROYED.
I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.
I HEREBY CERTIFY THAT I AM LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I AM FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

Signature of Applicant/Co-Owner

COMMONWEALTH SHIPPING, INC.
9560 SKILLMAN ROAD SUITE 100
DALLAS, TEXAS 75243

Tel Number: 214-373-7177
 Fax Number: 214-373-7772

2

FACSIMILE COVER SHEET
Direct Shipment

Total Pages, including cover sheet: 1

Company Name: (Carrier) ABOU MERHI LINES	Sender: Victor KC. Onyeuju
Attention: Documentation Department	Date: 05/28/2008
Fax Number:	Phone Number:

3013616

- Urgent
 Reply ASAP
 Please Comment
 Please Review
 For Your Info

COMMENTS/ ANMERKUNGEN/ COMMENTAIRES

SUBJECT: Bill of Lading Instructions

Our Reference No: 719
 Vessel: SEA AHMED, VOY 806

Booking Reference: JCS 3002
 ETS: 06/01/2008

From: JACKSONVILLE

To: COTONOU

Shipper: COMMONWEALTH SHIPPING, INC.
 and 9560 SKILLMAN ROAD SUITE 100
 Forwarder: DALLAS, TEXAS 75243

Consignee: UDEMBA ELECTRONICS COY LTD
 133 IDEWU INDUSTRIAL
 OLODI-APAPA, LAGOS
 NIGERIA

Notify Party: SAME AS ABOVE

MASTER

Marks and Numbers	Number of Packages	Description of Commodity	Weight Lbs	Measurement
RO - RO **TRANSIT NIGERIA	1	USED 2004 FORD PK; VIN#JFMZU67K44UB59703 AES XTN: 01-0821828-719 AES ITN: X20080527043537	3228	
<div style="font-size: 24px; font-weight: bold; opacity: 0.5;">PREPAID</div>				

NO ORIGINALS ISSUED

Please show our reference number on Bills of Lading, Freight **PREPAID** TELEX RELEASE REQUIRED.
 These commodities licensed by the US for ultimate destination COTONOU, Diversion contrary to US law prohibited.

Thank you and best regards,

Victor KC. Onyeuju

FAXED

5-28-08

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DOCK RECEIPT

2. Exporter (Principal or seller/consignee and address including Zip Code)
DAWIN INTERNATIONAL, INC.
 11180 HARRY HINES BLVD. #110
 DALLAS, TX

5. Document Number
JCS 3002
 6. Export References
 1793

5a. Bill of Lading Number
 6a. Reference No.
 719

3. Consigned To:
UEMBA ELECTRONICS COY LTD
 133 IDEWU INDUSTRIAL
OLODI-APAPA, LAGOS

Zip Code: **75229**

7. Forwarding Agent (Name and Address) Tel: **214-373-7177**
COMMONWEALTH SHIPPING, INC.
 9560 SKILLMAN ROAD SUITE 100
DALLAS, TEXAS 75243 FMC: **019202**

8. Point (State) or Origin or FTZ Number
JACKSONVILLE FL

4. Notify Party / Intermediate Consignee (Name and Address)

9. Domestic Routing / Export Instructions
*****DELIVERY INSTRUCTION*****
DELIVER TO: ABOU MERHI LINES.
JACKSONVILLE FL.

12. Pre-Carriage By

13. Place of Receipt by Pre-Carrier

14. Exporting Carrier
SEA AHMED, VOY 806
 16. Foreign Port of Unloading (Vessel and air only)
COTONOU

15. Port of Loading / Export
JACKSONVILLE

10. Loading Pier / Terminal

10a. Closing Date

11. Type of Move
VESSEL

11a. Containerized (Vessel only)
 Yes No

17. Place of Delivery by On-Carrier

Description of Commodities in Schedule B detail
 (20)

Gross Weight Measurement
 (Kilos) (21) (22)

Marks and Numbers
 (18)

Number of Packages

USED 2004 FORD PK; VIN# 1FMZU67K44UB59703

1813 kgs

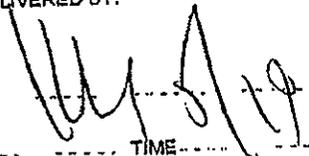
US CUSTOMS &
 BORDER PROTECTION
 CERTIFIED FOR EXPORT

MAY 21 2008

JACKSONVILLE, FLORIDA

FREIGHT PREPAID ON BOARD 6/1/2008 AT JACKSONVILLE
 ON BOARD NAMED VESSEL SEA AHMED, VOY 806 VIA ABOU MERHI LINES AS CARRIER.

DELIVERED BY:



RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDERSIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHALL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED. COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES.

FOR THE MASTER

LIGHTER TRUCK

ARRIVED- DATE --- TIME ---

UNLOADED- DATE --- TIME ---

CHECKED BY: ---

PLACED IN SHIP LOCATION: ON DOCK

BY _____
 Receiving Clerk

DATE _____

000045

STATE OF FLORIDA

IN SATISFACTION

5153108

IDENTIFICATION NUMBER 1FMZU67K44UB59703	YR 2004	MAKE FORD	MODEL	BODY PK	WT-L-BHP 3997	VESSEL REGIS. NO.	TITLE NUMBER 90530616
--	------------	--------------	-------	------------	------------------	-------------------	--------------------------

REGISTERED OWNER
GELCO CORPORATION
 3 CAPITAL DR
 EDEN PRAIRIE MN 55344

DATE OF ISSUE
05/18/2004

U
 5046405

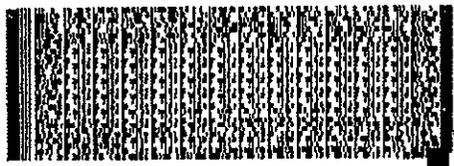
LIEN RELEASE
 INTEREST IN THE ABOVE DESCRIBED VEHICLE IS
 HEREBY RELEASED

BY _____

 TITLE DATE

MAIL TO:

GENERAL ELECTRIC CAPITAL CORP
 PO BOX 16040
 MINNEAPOLIS MN 55416



CERTIFICATE OF TITLE

IDENTIFICATION NUMBER 1FMZU67K44UB59703	YR 2004	MAKE FORD	MODEL	BODY PK	WT-L-BHP 3997	VESSEL REGIS. NO.	TITLE NUMBER 90530616
--	------------	--------------	-------	------------	------------------	-------------------	--------------------------

REGISTRATION STATE: UN
 ODOMETER MILES: 145
 TITLE DATE: 05/18/2004

REGISTERED OWNER
GELCO CORPORATION
 3 CAPITAL DR
 EDEN PRAIRIE MN 55344

BOBBER'S
 CERTIFIED FOR EXPORT
 MAY 21 2004
 MINNEAPOLIS, MINN.

INTEREST IN THE ABOVE DESCRIBED VEHICLE
 IS HEREBY RELEASED
 BY _____

 TITLE DATE

GENHOLDER
GENERAL ELECTRIC CAPITAL CORP
 PO BOX 16040
 MINNEAPOLIS MN 55416



DEPARTMENT OF HIGHWAYS AND MOTOR VEHICLES
 TALLAHASSEE, FLORIDA
 56299166

ODOMETER CERTIFICATION: I hereby certify that to the best of my knowledge the odometer reading reflects the actual mileage of the vehicle described above. I have checked the odometer reading against the odometer of the vehicle and the odometer of the vehicle is correct.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENTS AND THAT THE FACTS STATED IN THEM ARE TRUE.

Signature of Seller: *[Signature]*
 Signature of Buyer: *[Signature]*
 Signature of Notary: *[Signature]*
 Notary Public for State of Florida
 Tallahassee, Florida

VOID IF ALTERED

VOID IF ALTERED

505016

**STATE OF FLORIDA
LIEN SATISFACTION**

MOTOR VEHICLES, MOBILE HOMES AND VESSELS

SECTION 319.24(5)(B) AND 328.15(7)(B) FLORIDA STATUTES, PROVIDES THAT UPON THE SATISFACTION OF A LIEN, THE LIENHOLDER WILL, WITHIN TEN DAYS, COMPLETE THE SPACE PROVIDED ON THE CERTIFICATE OF TITLE DETACH THE COMPLETED LIEN SATISFACTION AND MAIL IT TO THE DEPARTMENT. IF THE CERTIFICATE OF TITLE WAS RETAINED BY THE OWNER, THE OWNER WILL, WITHIN FIVE DAYS OF THE SATISFACTION OF LIEN, DELIVER THE TITLE TO THE LIENHOLDER. THE LIENHOLDER WILL ENTER THE SATISFACTION IN THE SPACE PROVIDED ON THE FACE OF THE TITLE, IF THERE ARE NO ADDITIONAL LIENS SHOWN ON THE TITLE, THE LIENHOLDER WILL DETACH THE COMPLETED LIEN SATISFACTION, AND FORWARD IT TO THE DEPARTMENT, WITHIN TEN DAYS, AND MAIL THE TITLE TO THE OWNER.

SECTION 319.24(5)(C) AND 328.15(7)(C) FLORIDA STATUTES, PROVIDES THAT IF THERE ARE ADDITIONAL LIENS NOT SATISFIED, A LIEN SATISFACTION FOR THE FIRST LIEN WILL BE GIVEN TO THE REGISTERED OWNER BY THE LIENHOLDER. THE CERTIFICATE OF TITLE SHOWING A SATISFACTION OF THE FIRST LIEN WILL BE FORWARDED BY THE LIENHOLDER TO THE DEPARTMENT.

Department of Highway Safety and Motor Vehicles
Neil Kirkman Building
Tallahassee, FL 32399-0500

ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

<p>NOTICE: \$10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE</p>	
<p>I make application for a new certificate of title and registered transfer, if applicable, for said motor vehicle or vessel which now has liens as follows: (Date, name and address of each lienholder; NONE write NONE). Record additional liens of Form HSMV 82129, FEEDS or FL/DLS. Add Date of Birth.</p>	
<p>THIS VEHICLE WILL BE USED AS: <input type="checkbox"/> TAXICAB <input type="checkbox"/> POLICE CAR <input type="checkbox"/> LEASED <input type="checkbox"/> PRIVATE</p> <p><input type="checkbox"/> I HEREBY CERTIFY THAT THE VEHICLE TO BE TITLED WILL NOT BE OPERATED ON THE PUBLIC HIGHWAYS OF THIS STATE.</p>	
<p>CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.</p>	
<p>PRINT/TYPER NAME OF PURCHASER(S) IDENTICALLY AS SIGNED BELOW. NOTE: When item is applicable, please indicate "yes" or "no" between names. If no indication, "no" will be assumed.</p>	
<p>MAILING ADDRESS CITY STATE ZIP</p>	
<p>PHYSICAL ADDRESS CITY STATE ZIP License Plate No.</p>	
<p>UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.</p>	
<p>Signature of 1st Purchaser (First Name, Middle Initial, Last Name) <input type="checkbox"/> FL RESIDENT <input type="checkbox"/> NON-RESIDENT <input type="checkbox"/> ALIEN (Florida DLS of FEID) (Date Purchaser's Date of Birth)</p>	
<p>Signature of Co-Purchaser (First Name, Middle Initial, Last Name) <input type="checkbox"/> FL RESIDENT <input type="checkbox"/> NON-RESIDENT <input type="checkbox"/> ALIEN (Florida DLS of FEID) (Date Purchaser's Date of Birth)</p>	

ABOU MERHI LINES BILL OF LADING

1. DEFINITION. "MERCANTILE" includes the Shipper, Holder, Consignee, Receiver of the Goods, any person owning or entitled to the possession or delivery of the Goods or of this document, and anyone acting on behalf of any such person.
2. PARAMOUNT CLAUSE.
- A) The Hague Rules contained in the international Convention for the Unification of certain rules relating to Bills of Lading dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment the corresponding legislation of the country of destination shall apply, but in respect of shipment to which no such enactments are compulsorily applicable, the terms of the said convention shall apply.
- B) In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on 23rd February 1968 - The Hague-Visby Rules apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. The carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in charge of another carrier, and to deck cargo.
- C) Notwithstanding any language to the contrary in this Bill of Lading, if goods are shipped to or from the United States, this Bill of Lading shall have effect subject only to the provisions of the United States Carriage of Goods by Sea Act, approved April 16, 1936, which shall supersede all other acts, statutes, conventions and treaties and which shall, alone, be deemed incorporated herein.
- D) Notwithstanding any language to the contrary in this Bill of Lading, if goods are shipped to or from Canada, this Bill of Lading shall have effect subject only to the provisions of the Water Carriage of Goods Act -1936, which shall supersede all other acts, statutes, conventions and treaties and which shall, alone, be deemed incorporated herein.
3. JURISDICTION. Law and jurisdiction: This Bill of Lading shall be governed by and construed in accordance with English law. Any claim or dispute of whatsoever nature and howsoever arising under this Bill of Lading or in connection with the voyage hereunder shall be exclusively determined by arbitration in London according to the LMAA Terms and the parties hereby waive the jurisdiction of any other competent court or tribunal.
4. PERIOD OF RESPONSIBILITY. The Carrier or his Agent shall not be liable for loss of or damage to the goods during the period before loading and after discharge from the vessel, howsoever, or in whatsoever manner such loss or damage arises.
5. INDIRECT DAMAGE, DELAY AND MISDELIVERY, TIME BAR.
- A) The Carrier, shall in no circumstances be responsible for indirect or consequential loss or damage caused through misdelivery, delay or physical loss or damage to the goods.
- B) In the event of liability for delivery to the wrong person, the same time limitation of one year as is provided for in Article III "6 bis" of the Bill of Lading Convention 1924, as amended by the Protocol signed at Brussels 23rd February 1968 (Hague-Visby Rules) shall apply.
6. THE SCOPE OF VOYAGE. The intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping to or slowing down at or off any ports or places for any reasonable purpose including maintenance of vessel and crew.
7. SUBSTITUTION AND TRANSSHIPMENT.
- A) The Carrier shall be entitled but not obliged to substitute any vessel or other means of transport and to subcontract on any terms the whole or any part of the carriage and the duties undertaken by the Carrier in relation to the goods.
- B) If the choice of On-carrier or Sub-contractor is a reasonable choice in the circumstances and if it is agreed or understood that this option of substitution or sub-contracting will actually be used, the Carrier's responsibility shall be limited to the part of the transport performed in his own vessel and the Carrier shall not be liable in respect of other parts of the transport even if all freight has been collected by him.
8. OPTIONAL STOWAGE, UNITIZATION.
- A) Goods may be stowed by the Carrier as received
- B) Any containers, whether stowed by the Carrier or received by him in a stowed condition from the Merchant may be carried on or under deck without notice to the Merchant.
9. LIABILITY FOR DECK CARGO. Deck cargo shall be carried subject to all permissible exceptions under the Hague Rules, the Hague-Visby Rules, US COGSA and the Water Carriage of Goods Act-1936. See Clause 2.
10. UNIT LIMITATION OF RESPONSIBILITY. One vehicle to be considered one freight unit. If goods are shipped in a container, such container to be considered one unit. Neither the Carrier nor the ship shall any event be or become liable for any loss or damage to or in connection with the transportation of goods in an amount exceeding \$ 500,- per package (unit), lawful money of the United States of America or in case of goods not shipped in packages per customary freight unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the Shipper before shipment and inserted in the Bill of Lading. This declaration, if embodied in the Bill of Lading, shall be prima facie evidence, but shall not be conclusive on the Carrier. Neither the Carrier nor the ship shall be responsible in and event for loss or damage to or in connection with the transportation of the goods if the nature or value thereof has been knowingly and fraudulently misstated by the Shipper in the Bill of Lading.
11. IDENTITY OF CARRIER/HIMALAYA CLAUSE. Neither the Carrier, nor a servant or agent of the Carrier or any independent contractor or sub carrier employed by the Carrier to carry out any of its obligations hereunder shall in any circumstances whatsoever, be under greater liability to the Merchant than the Carrier named herein for any loss, damage or delay however caused to the goods, but shall be entitled to the benefit of every exemption, limitation, condition and liberty herein contained in favour of the Carrier named herein. For the purpose of this provision all such persons shall be deemed to be parties to the contract evidenced by this Bill of Lading made on their behalf by the Carrier named herein. The Carrier shall mean the party named overleaf.
12. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES ETC.
- A) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.
- B) Should it appear that the performance of the transport would expose the vessel or any goods onboard to the risk of seizure or damage or delay, resulting from war, war like operations, blockade, riots, civil commotions or piracy, or any person on board to the risk of loss of life or freedom or personal injury, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port in his absolute discretion.
- C) Should it appear that epidemics, quarantine, ice, labour troubles, labour obstructions, strikes, lock outs, any of which onboard or on shore-difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or those discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at port loading or any other safe convenient port in his absolute discretion.
- D) The discharge under the provisions of this clause of any cargo which a Bill of Lading has been issued shall be deemed due fulfilment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight as reasonable compensation for any extra services rendered to the goods.
- E) If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued.
13. LOADING, DISCHARGING AND STORING. Loading, Discharging and Delivery of the cargo shall be arranged by the Carrier's agent, unless otherwise agreed. Storing and delivery shall be for the Merchant's account. Loading and discharging may commence without previous notice. The Merchant or his Assign shall tender the goods when the vessel is ready to load and as fast as the vessel can receive and-but only if required by the Carrier-also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice and dead freight is to be paid. The Merchant or his Assign shall take delivery of the goods and continue to receive the goods as soon and as fast as the vessel can deliver and-but only if required by the Carrier-also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall at liberty to discharge the goods and any discharge to be deemed a true fulfilment of the contract if the goods are not applied for within a reasonable time, the Carrier may sell the same privately or by auction. The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above. The Merchant shall be under the obligation to take delivery of damaged cargo and shall accept his reasonable proportion of unidentified loose cargo.
14. LIGHTERAGE. Any lightering in or off ports of loading or ports of discharge to be for the account of the Merchant.
15. FREIGHT AND CHARGES.
- A) Freight, whether prepaid or not, shall be considered as fully earned upon loading and non-refundable in any event vessel and / or cargo lost or not lost. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at 10 per cent shall run from the date when freight and charges are due.
- B) The Merchant shall be liable for expenses of fumigation and of gaolching and sorting loose cargo and of weighing onboard and expenses incurred in repairing damage to and replacing of packing due to excepted causes and for all expenses caused by extra handling of the cargo for the aforementioned reasons.
- C) Any dues, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the vessel or on the cargo shall be paid by the Merchant. If paid by the Carrier, any such charge shall be refunded by the Merchant.
- D) The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may incur through non-observance of Customs House and/or Import or export regulations.
- E) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight measurement or value verified.
- F) Full freight shall be paid on damaged, lost, destroyed or unsound goods
- G) Goods once shipped cannot be taken back except upon the Carrier's consent and payment of full freight and any extra expenses.
- H) If the currency in which freight and charges are quoted is devalued between the date of freight agreement and the date of actual payment, then the amount payable shall be increased in proportion.
16. LIEN. The Carrier shall have a lien on the cargo for any amount due under this contract and cost of recovering same and shall be entitled to sell the goods privately or by auction to cover any claims.
17. GENERAL AVERAGE. General Average shall be settled according to York-Antwerp Rules of 1990 as amended and be adjusted at any port or place by one or more General Average adjuster(s) in the Carrier's choice. The Merchant shall be personally liable in respect of contribution whether or not average bond or other security has been demanded. Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the goods
18. GENERAL AVERAGE -BELGIUM'S AND NETHERLAND'S COMMERCIAL CODE. The Merchant by accepting this Bill of Lading expressly waives and renounces Article 700 of the Netherlands Commercial code and Part II Article 148 of the Belgium Commercial Code and agrees that damage to and expenses and sacrifices incurred by the vessel, even if caused by the inherent vice or unseaworthiness of the vessel, or by fault or neglect of the Master or Crew, shall be considered as matters of General Average and shall be contributed to by Merchant accordingly.
19. NEW JASON CLAUSE AND BOTH TO BLAME COLLISION CLAUSE. New Jason Clause and Both to Blame Collision Clause as adopted by the Baltic and the International Maritime Conference are hereby incorporated herein and shall remain in effect even if unenforceable in the United States of America.

FEDERAL MARITIME COMMISSION

WASHINGTON, D.C.

DOCKET NO. 1898(F)

DSW INTERNATIONAL, INC.

v.

COMMONWEALTH SHIPPING, INC. and ABOU MERHI LINES, LLC

**RESPONDENT ABOU MERHI LINES, SAL'S RESPONSE TO THE
THIRD ORDER TO SUPPLEMENT THE RECORD**

NOW COMES, Respondent Abou Merhi Lines, SAL and files its response to the Third Order to Supplement the Record and responds in sequence to the questions presented in Section II, subsections A, 1-3 and B, 1-6 as follows.

II. Abou Merhi Lines, SAL

A. Additional Affidavits, Documents, or Memoranda Number 1.

1. It is Abou Merhi Lines, SAL's normal business practice to make arrangements for the receiving, handling, storing, and/or delivery of its client's cargo to the port of origin through the use of a terminal operation company that provides services such as stevedoring, container/cargo handling, and container/cargo storage. Abou Merhi Lines, SAL uses various computer software programs to assist in the management and organization of the documents produced during this process. Once Abou Merhi Lines, SAL receives payment from the shipper for the cargo to be shipped, it issues a bill of lading to the shipper. It is the shipper's responsibility to forward the original bill of lading to either the shipper's customer or the shipper's consignee. Abou Merhi Lines, SAL's agent at the port of destination arranges for the receiving, handling, storing, and/or delivery of cargo through the use of a terminal operation

company. That terminal operation company then typically issues a "discharge report" or some like document evidencing either what was unloaded or alternatively what remains on the vessel after the unloading is complete. The shipper's customer or shipper's consignee is required to contact Abou Merhi Lines, SAL's agent at the port of destination and to ultimately provide the original bill of lading to show proof of ownership. Alternatively, the shipper's customer or shipper's consignee may request a "telex release" from Abou Merhi Lines, SAL, instead of a bill of lading, which can then be used to prove ownership to Abou Merhi Lines, SAL's agent at the port of destination in lieu of providing the original bill of lading. It is Abou Merhi Lines, SAL's normal business practice to issue either a bill of lading or a "telex release," but not both. Abou Merhi Lines, SAL's agent verifies the 1) bill of lading or "telex release" and 2) identification provided by the shipper's customer or shipper's consignee and subsequently releases custody of the cargo to same. The shipper's customer or shipper's consignee then takes custody of the cargo from the terminal operator at the port of destination.

2. Please consider the response to section II, A, 1., above, as evidence in the form of an affidavit in response to this request.

3. Yes. During the time period which the subject cargo was shipped, Abou Merhi Lines, SAL typically used Ceres Terminals Incorporated¹ ("Ceres") for terminal operations at the Port of Jacksonville. However, Abou Merhi Lines, SAL does not have documentary evidence showing that Ceres was used in the shipment of the subject cargo. After Abou Merhi Lines, SAL received payment for the shipment of the subject cargo it issued bills of lading to Complainant Commonwealth Shipping, Inc. Said bills of lading evidence that Abou Merhi Lines, SAL receive the subject cargo. Copies of said bills of lading are attached hereto as **Exhibits A**. It was Commonwealth Shipping, Inc.'s responsibility to forward the original bills of

¹ <http://www.ceresglobal.com>

lading to its consignee, Udemba Electronics Coy Ltd. ("Udemba"). Typically, it is the shipper's consignee (Udemba) who contacts Abou Merhi Lines, SAL's agent (the Elissa Group) and produces said bills of lading at the port of destination as proof of ownership and arranges for pick up of the subject cargo. It is not clear how Udemba's actions or inactions impacted the typical business process outlined above. It is not clear how Commonwealth Shipping, Inc.'s actions or inactions impacted the typical business practice outlined above. Nevertheless, it is clear that Abou Merhi Lines, SAL's agent (the Elissa Group) procured the services of ETS "A.M.P." to unload the subject cargo and it is clear that ETS "A.M.P." issued a discharge report. A copy of said discharge report is attached hereto as **Exhibit B**. It should be noted that said discharge report lists vehicles that have not been discharged and remain on the Sunbelt Dixie due to do any number of issues that arise in the course of business. The discharge report attached as exhibit B evidences, by the fact that the subject cargo was not referenced therein, that the subject cargo was unloaded from the Sunbelt Dixie, thus fulfilling both Abou Merhi Lines, SAL's normal business practices and Abou Merhi Lines, SAL's contract with Commonwealth Shipping, Inc.

B. Additional Affidavits, Documents, or Memoranda Number 2.

1. Yes. The bills of lading at issue (CTU0797-217/3013616 and CTU0796-217/3013623) and attached hereto as exhibit A evidence that Abou Merhi Lines, SAL received the subject cargo at the Port of Jacksonville in Jacksonville, Florida on June 6, 2008.

2. Abou Merhi Lines, SAL received possession of the subject cargo on June 6, 2008 at the Port of Jacksonville in Jacksonville, Florida. The subject cargo was loaded onto the vessel Sunbelt Dixie and the vessel departed on June 6, 2008. The subject cargo was then

discharged on June 20, 2008 or June 21, 2008² at the Port of Cotonou in Cotonou, Benin as evidenced by the discharge report attached hereto as exhibit B.

3. The Elissa Group and its employees or agents, the names of which are unknown, were informed of the arrival of the Sunbelt Dixie at the Port of Cotonou in Cotonou, Benin.

4. The subject cargo was delivered to the Port of Cotonou in Cotonou, Benin and the Elissa Group made arrangements for same to be unloaded by terminal operator ETS "A.P.M." as evidenced by the discharge report attached hereto as exhibit B.

5. The subject cargo was delivered to the Elissa Group, as agent for Abou Merhi Lines, SAL, as evidenced by the ETS "A.P.M." discharge report, attached hereto as exhibit B. The discharge report evidences that the subject cargo was unloaded as the subject cargo was not listed therein. It is not clear from the face of the discharge report who exactly drafted same for ETS "A.P.M." and the Elissa Group has not provided the requisite information due to the fact that the Elissa Group no longer serves as Abou Merhi Lines, SAL's agent in Africa. It is Abou Merhi Lines, SAL's normal business practice to adhere to the security procedures of the ports on which it calls. It is not clear what documents or identification the Port of Cotonou requires the Elissa Group to maintain for security purposes. Note that Cotonou's Port Authority website³ is written in French, thus it is not possible to discover its security procedures without a translation of same.

6. Attached hereto please find the documents used in response to the above questions.

² Note that the date provided on the discharge report attached hereto as exhibit B is not legible, but appears to be either June 20 or June 21 of 2008.

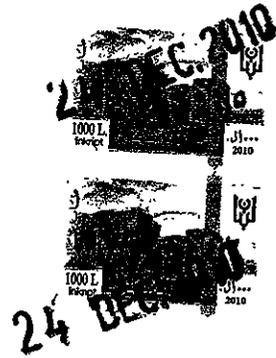
³ <http://www.portdecotonou.com/indexfr.php>

PURSUANT TO THE PROVISIONS OF 28 U.S.C. § 1746(1), I HEREBY DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

FURTHER AFFIANT SAYETH NAUGHT.



(Signature)
Name printed: Merhi Abou Merhi
Title printed: Director



STATE OF _____
COUNTY OF _____

Before me, the undersigned notary public, personally appeared _____, who is the _____ of Respondent ABOU MERHI LINES (USA), LLC, this ___ day of _____, who being first duly sworn stated that the facts contained in the foregoing Affidavit are true and correct to the best of [his/her] knowledge, information and belief.

NOTARY PUBLIC

EXHIBIT B

Language Marketplace

We help you communicate with the world!

365 Watline Ave., Suite 4, Mississauga, Ontario, L4Z 1P3

January 10, 2011

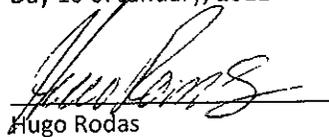
**Translating Agency Declaration
CANADA
Province of Ontario**

I, Hugo Rodas of the City of Mississauga, in the Province of Ontario, Canada, on behalf of Language Marketplace, of the same city and province, **SOLEMLY DECLARE** the following:

1. THAT the translator Ian Harvey has translated from the French language into the English language the document "A.P.M Bill of Lading". Ian Harvey has translated the document to the best of his abilities.
2. THAT Ian Harvey is an Accredited Translator English/French/English language. His resume is on file in our office and available upon request.

And I make this solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED at the City of
Mississauga, in the Province of Ontario this
Day 10 of January, 2011



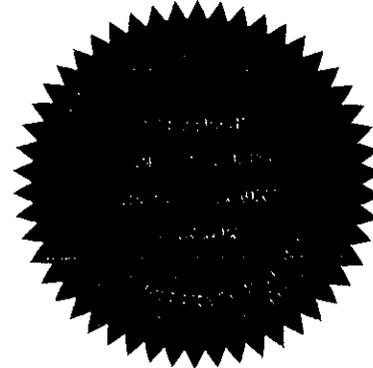
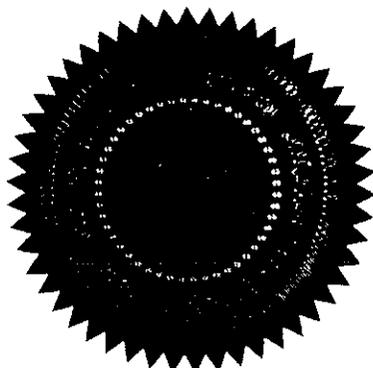
Hugo Rodas

Assistant Account Coordinator – Translation Department
Language Marketplace



EN 15038 Certified
ON CERT CERTIFIED SERVICE and EN 15038 LICS
Translation Services Certificate Nr. ON-S 2007 017

CAN / CGSB 131.10 Certified
Canadian Translations Services Standard



Tel: 905.896.8428
www.languagemarketplace.com

000055

Fax: 905.279.0618
info@languagemarketplace.com

ASL
Aari
Afrikaans
Aka
Arabic
Assyrian
Baka
Bali
Bangala
Bengali
Croatian
Creole
Chinese
Cantonese
Czech
Dari
Dutch
Edo
French
Farsi
Filipino
Finnish
Ga
Gujarati
Hakka
Hawaiian
Hebrew
Hindi
Indonesian
Italian
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Japanese
Korean
Lithuanian
Macedonian
Mandarin
Malay
Maltese
Miranda do Douro
Napali
Nigerian
Norwegian
Nuer
Oromo
Ojibway
Portuguese
Polish
Punjabi
Romanian
Russian
Serbian
Slovak
Slovenian
Somali
Susu
Swahili
Swedish
Spanish
Suri
Tagalog
Taiwan
Urdu
Ukrainian
Uzbek
Vietnamese
Welsh
100 other
languages....



Language Marketplace

We Help You Communicate with the World!

AFFIDAVIT

I, Ian Harvey, resident at, 104 Songbird Private, Ottawa, ON K2H 0A2 , working as a Freelance Translator for Language Marketplace **SOLEMNLY DECLARE** the following:

1. THAT I am a professional independent translator.
2. THAT I have translated the document "A.P.M Bill of Lading" verbatim from the French language into the English language to the best of my abilities.

And I make this solemn declaration conscientiously believing it to be true and knowing it has the same force and effect as if made under oath.

Ian Harvery

Professional independent translator French > English translator

Signed at the city of Ottawa
on this seventh day of January, 2011

[Ets] Association des Pointeurs Maritimes (APM) [ship tracking association]

Head office: Gbégamey II C/711

RC: A0847

INSAE: 2976311260340 02

P.O. Box 277

Tel.: 95 42 74 61

IDENTIFYING INFORMATION

CUSTOMER: Elli[s]sa G.
SHIP: Sunbelt [illegible]
June 21, 2008
PSGR.: DIXX

QTY. MANIFESTED: 2,511
QTY. UNLOADED: 2,508

MANIFESTED CARGO REMAINING ON BOARD			
VEHICLE MAKE & MODEL	CHASSIS	B/L #	COMPANY
1. Toyota Sienna	348839		878 Lausane
2. Toyota Sienna	370605		St. Lausane
3. Toyota Camry	727071		[Illegible] Star
4. Toyota Camry	215586		[Chocc-Chocc]
5. Toyota Camry	288702		St. Elmo
UNMANIFESTED CARGO UNLOADED			
VEHICLE MAKE	CHASSIS	B/L #	COMPANY
1. Infiniti	026644	Key 426	
2. Honda Passport	408312	Key	

Arrived on June 2[6], 2008

Entered [illegible] 375

Director Yves Gomez signature/seal

03035

ALJ

RECEIVED
2010 OCT 12 PM 2:14
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

AFFIDAVIT

The State of Texas *
County of Dallas *

My name is Arinze Udegbune, president and director of DSW international, Inc. (hereafter referred to as "DSW"), and I make this Affidavit in the capacity of the corporation's representative. DSW filed a Complaint with the Federal Maritime Commission (hereafter referred to as the "Commission,") against Respondent Abou Merhi Lines, LLC. (hereafter Abou Merhi") and Respondent Commonwealth Shipping, Inc. (hereafter "Commonwealth,"). The Complaint is currently pending in the Commission under Docket Number 1898(F). I am over the age of eighteen years and I am fully competent to make this Affidavit in all respects. All the facts and statements herein are true and correct and they are within my personal knowledge.

The Honorable Judge Clay G. Guthridge, issuing his Second Order to Supplement the Record, ordered DSW to submit additional Affidavits, Documents, or Memoranda, addressing the issues in the eight(8) areas of the Amended Complaint. The eight areas of concern the judge indicated are marked as #A to #H in the judge's Second Order. This Affidavit consists of eight sub-divided parts, PART #A to PART #H, each part responding to the issues of the eight concerned areas pointed out by the judge. I will make responses and produce documents as needed or required regarding the eight areas of issues about which the judge is concerned and wanted to hear more.

Response to PART #A.

During the months of March to May of 2008, DSW did retain Commonwealth to find an ocean carrier to transport two automobile vehicles owned by DSW to Lagos, Nigeria. Initially, Commonwealth informed DSW that an ocean vessel Grimaldi would transport DSW's two vehicles to Nigeria; but after some wait and delay, in May 2008, Commonwealth changed its word saying that an Abou Merhi vessel will transport the vehicles across the ocean, not to Lagos, Nigeria, but to Cotonou, Benin. Commonwealth did state that it was because there was a congestion of ocean transportation at the time and Grimaldi decided to skip voyages to Nigeria. Commonwealth did not mention a word about the allegedly "deteriorated" condition of the DSW's two vehicles as the reason why Grimaldi had declined to transport them.

Number One. The more important thing for the purpose of this Affidavit and this proceeding was that Commonwealth failed to correctly cite the name of the ocean carrier. Commonwealth did say the name of the ocean carrier was Abou Merhi Lines, LLC., making no reference to the name of Abou Merhi Lines, SAL. At that time having no reason to doubt the

truthfulness of Commonwealth's representation in this matter, DSW simply accepted what Commonwealth said and believed that the ocean carrier's name was Abou Merhi Lines, LLC.

Number Two. Subsequently, DSW received two Bills of Lading from Abou Merhi. The Bills of Lading had on the top an indication that the ocean carrier was Abou Merhi Lines, SAL. But at the bottom right portion of the Bills of Lading there was a rubber stamp mark that stated the Bills of Lading were issued at Baltimore, Maryland, on June 6, 2008, and further stating the issuer of the Bills of Lading was ABOU MERHI LINES (USA) LLC, whose address appeared to be 7939 Honeygo Boulevard, Baltimore, Maryland (Zip Code illegible). See DSW's Amended Complaint, Exhibit 2a and Exhibit 2b.

Number Three. Despite the common experience and DSW's fervent expectation that the shipment of the two vehicles would arrive at Cotonou, Benin, by late June, 2008, the Consignee in Lagos, Nigeria, failed to receive a telex release or any other information by that time, regarding the arrival of the shipment of the two vehicles. The Consignee and DSW feverishly engaged in searching efforts of the two vehicles. On or about Friday, October 31, 2008 (four months after the disappearance of the two vehicles), DSW received from Commonwealth a copy of email communication between Commonwealth and Abou Merhi that indicated the ocean carrier to contact was Abou Merhi Lines (USA), LLC, at 13453 N. Main Street, Suite 505, Jacksonville, FL 32218, Voice (904) 696-9800, Fax (904)696-9802. DSW's Amended Complaint, Exhibit 6.

Number Four. Regardless of what the two entities, Abou Merhi Lines, LLC and Abou Merhi Lines, SAL, may say, it is a reasonable assumption that the public would consider and assume the two names, Abou Merhi Lines, LLC and Abou Merhi Lines, SAL, are one and the same business entities. If the two companies try to assert now that they are two separate and different entities, they are exposing themselves to a charge of deceit and fraud. It is because the two company names are deceptively similar to each other. If the two entities had intended to deceive and defraud the public, they could not say, nor should they be allowed to say, they are two separate and unrelated companies now. Under the circumstances, they are estopped from defending themselves on that point. Moreover, both of them are each saying that Abou Merhi Lines, LLC is the American agent of Abou Merhi Lines, SAL. The law of agency states an act of the agent is binding upon the principal and the agent's act should be attributed to the principal.

Number Five. In the course of one and one-half (1 1/2) years since this Commission proceeding was commenced in April 2009, DSW served upon Abou Merhi Lines, LLC at its above-listed Jacksonville, Florida, address each and every pleading, motion, brief, communication, and other document that DSW filed with the Commission, perhaps more than a dozen times altogether, by United States regular mail or certified mail return receipt requested. DSW failed to receive even a single acknowledgment of receipt of such service from Abou Merhi Lines, LLC.

Abou Merhi Lines, LLC or its counsel does not seem to have the faintest idea what professional courtesy means.

Number Six. Abou Merhi Lines heavily advertizes on the internet. But such advertisements fail to tell the public that Abou Merhi Lines, SAL is a VOCC, and that Abou Merhi Lines, LLC is not. All over the advertisements, the only name given is Abou Merhi Lines or Abou Merhi Group, with no SAL nor LLC attached thereto. Its website is many pages long with all the gorgeous pictures of the ocean ships and worldwide network of routes and branch offices. Nowhere on the internet does it say, however, the ocean carrier is Abou Merhi Lines, SAL. Nor is its Beirut-Lebanon office address given on the website. More than one time it does state the Abou Merhi Lines office located in Jacksonville, Florida, is its American agent, and tries to corral the businesses to the Jacksonville address. See Attachment 1, five sample pages of the Abou Merhi Lines advertisements on its website, attached hereto and incorporated herein for all purposes. It is an uncanny attempt to hoodwink the government agencies and to defraud the public. It is an act of deceit and fraud, if Abou Merhi Lines, LLC and Abou Merhi Lines, SAL, did so on purpose with an intent to evade liability, to mislead the tribunal, and to deceive the public. Abou Merhi and Abou Merhi Lines, SAL should be considered and treated as one and the same entity and that suing Abou Merhi has the same effect as suing Abou Merhi Lines, SAL.

Number Seven. While DSW was engaged in the writing of this Affidavit, DSW did receive a copy of Abou Merhi Lines, LLC's Notice of Appearance and its Memorandum of Law. In its Memorandum, Abou Merhi requests the Commission to dismiss DSW's Complaint in this case. That is a pretty haughty position on the part of Abou Merhi. If Abou Merhi wants to be no party to the proceeding on the pretense that it is not Abou Merhi Lines, SAL, the Memorandum means nothing but Abou Merhi's challenge to the Commission's jurisdiction over Abou Merhi. If that is the case, DSW respectfully submits that the only thing Abou Merhi can do is limited to requesting the Commission to dismiss Abou Merhi itself, not DSW, from the instant docket, on the ground that it was improperly named as a respondent. If Abou Merhi's only purpose to be before the Commission is to contest the Commission's jurisdiction, it should not be allowed to argue the case on its merits. DSW respectfully requests the Commission to order Abou Merhi to enter the docket and answer as a Respondent or to strike any of Abou Merhi's pleading that intends or purports to argue the case on the merits.

Conclusion and Request. (1). DSW respectfully requests the Commission to rule and adjudicate that Abou Merhi Lines, SAL and Abou Merhi are one and the same entity, and therefore that filing a lawsuit ("Amended Complaint" in this case) against Abou Merhi should be sufficient to hold the Abou Merhi Lines, SAL for liability. In fact, DSW did previously file a Motion for Default Judgment (three times) against Abou Merhi. DSW does respectfully argue that the Commission has jurisdiction, and respectfully requests the Commission, to grant DSW's motion for default judgment. (2). In the event, however, the Commission chooses to deny the DSW's motion for default judgment or chooses to dismiss Abou Merhi from the docket,

DSW respectfully requests the Commission to find that Commonwealth is the Respondent guilty of violating the Shipping Act and that Commonwealth is liable to DSW for the payment of the full amount of reparations to DSW on a sole and single basis, rather than on a joint and several basis. DSW reserves the right to bring in, with the leave of the Commission first obtained, Abou Merhi Lines, SAL, as a Respondent, before the FMC statute of limitations lapses three years after the occurrence of the accident complained about in this docket.

Response to PART #B.

1. DSW is a corporation duly organized and existing under the laws of the state of Texas. It was incorporated as of 04/28/2004, at which time it had three directors, Tyna Ejoor Udegbune (also served as the registered agent of the corporation), Arinze Udegbune, and Emeka Nwokike (who was replaced as director by Chioma Udegbune in 2007). See DSW's Amended Complaint, Exhibit 3. DSW's main business activities have been exports and sales of automobiles and other merchandise from the United States to overseas markets.
2. DSW Sports & Imports (hereafter "DSW Sports") is an automobile dealership duly licensed by the Texas Department of Transportation. It was organized as a sole proprietorship, the owner and representative of which being Arinze Udegbune. An assumed name certificate was filed with the County Clerk of Dallas County, Texas, on November 23, 2004. See Attachment 2, Assumed Name Records, attached hereto and incorporated herein for all purposes; Attachment 3, DSW Sports' automobile dealership license, attached hereto and incorporated herein for all purposes.
3. DSW Sports is not a corporation. A sole proprietorship is usually represented by one person (unless it is a partnership) under the Texas law, and Arinze Udegbune is such representative of DSW Sports. It does not have stockholders or directors, and its officers are appointed by the representative from time to time as the need arises.
4. Arinze Udegbune is the sole owner of DSW Sports; and he is the current president and a director of DSW. But in terms of the two entities' business activities and their financial and budget matters, the two entities were separate and independent of each other. Although there is an overlap of ownership and operation between the two entities, the two companies attempt to transact businesses between the two companies on an arm's length basis. At the same time, however, the Affiant would state that the two companies do not maintain a mutually hostile relationship, but the two companies work on an amicable basis; DSW Sports as an automobile dealer (often as buyer) and DSW as an automobile exporter (often as seller) to foreign countries.
5. Arinze Udegbune is the person that signed the "Amended Complaint" in the capacity of DSW's president, and his current email address is udegbune@yahoo.com.

Response to PART #C

1. The 2001 Honda Accord was physically located at Miami, Florida, when DSW Sports purchased it at a Copart auction. The Sales Receipt/Bill of Sale for this vehicle had been misplaced until recently. After a thorough search all over, the affiant has found the misplaced copy at the writing of this Affidavit, and such copy is attached hereto as Attachment 4 and incorporated herein for all purposes.
2. When DSW Sports purchased the vehicle at the Miami auction, the purchaser had no direct transaction with the title owner of the vehicle. DSW Sports transacted with, and paid the purchase price of the vehicle to, the operator of the auction. Neither DSW Sports nor DSW had any business transaction with the seller of the vehicle.
3. The only documentary evidence in possession of DSW for any improvement made on the 2001 Honda Accord was for the repair work on the windshield of the car, which work was performed by Guardian Auto Glass in Jacksonville, Florida. For such work, Guardian Auto Glass invoiced a bill of \$200, which was paid by DSW by a mastercard. See DSW's Amended Complaint, Exhibit 9e.
4. The Honda Accord was physically located in Miami, Florida. The vehicle was transported to Jacksonville, Florida, by late hours of the following day, March 1, 2008, according to the invoice from Port Storage & Delivery, Inc., dated 4/3/2008. See Exhibit 9g, DSW's Amended Complaint.
5. It was on the same day that DSW Sports purchased the Honda Accord at the auction and sold it to DSW. February 29, 2008 was the day DSW Sports as seller and DSW as purchaser made an agreement regarding the sale-purchase and the purchase price of the vehicle and prepared the Sales Receipt/Bill of Sale. Regarding the time of the transaction, the parties simply copied without further thought the same hour at which DSW Sports purchased the vehicle from Copart Auction in Miami, Florida.
6. About the time DSW decided to purchase the Honda Accord from DSW Sports, DSW found a good opportunity to sell the car in Nigeria. DSW had a price negotiation with the Nigerian purchaser, and DSW and the Nigerian purchaser agreed to the car's sale price for \$16,900. DSW Sports agreed to a deferred payment of the sale price of the Honda Accord, until DSW has collected said sale price from the Nigerian purchaser of the Honda Accord (believing that the wait period was going to be only about 30 days). There was no exchange of fund between DSW Sports and DSW, and the two companies are still empty-handed because of the respondents' failure to deliver.
7. The account holder of the mastercard could very well have been DSW, but the corporation did lose the privilege to use the card (the economic condition of the nation and especially the loss of the two vehicles herein were disastrous to the financial condition of DSW, which has been in the brink of bankruptcy ever since 2008) and its corporate documents are not so well maintained that it is hard to ascertain the account number at

this time. For your examination, a more legible copy of the mastercard receipt slip is attached hereto as **Attachment 5**, and incorporated herein for all purposes.

Response to PART #D

1. DSW Sports remembers that the Ford Explorer was purchased at the same auctioneer, Copart, but at a different time (much earlier), that the previous owner was an insurance company other than State Farm Mutual, and that the purchase price was about \$5,000. But DSW Sports is not in possession of documentary evidence showing more details for the purchase of the 2004 Ford Explorer, nor did DSW maintain any business relationship with the seller of the vehicle. DSW makes an estimate and calculation of the fair market value of the vehicle based upon the Kelly's Blue Book and other similar used automobile price books widely referenced by the used car dealers in the United States, and additionally based upon its findings of the overseas automobile market conditions and the willingness of the overseas counterpart who would purchase automobiles from DSW.
2. The Affiant remembers to have seen a Bill of Sale for the Ford Explorer, but after due diligence is unable to locate the document at this time.
3. The affiant believes that, although his recollection is not 100 percent certain, it was physically located in Miami, Florida, when DSW Sports purchased it.
4. It was physically located in Dallas, Texas, when DSW purchased it from DSW Sports.
5. DSW Sports did not add any improvements to the Ford Explorer before it sold the Ford Explorer to DSW. All such improvements on the Ford Explorer were made in Dallas, Texas, after DSW had purchased the Ford Explorer from DSW Sports and at the expense of DSW. Auto Interiors of Dallas, Texas, added and installed the truck bed cover and other truck accessories at the price of \$1,300. See Exhibit 9b, DSW's Amended Complaint. Bonnie & Clyde CB & Stereo of Dallas, Texas, added, installed, and/or repaired such accessories as a night vision camera and others at the expense of \$1,200. See Exhibit 9c, DSW's Amended Complaint.
6. Like the statement in Paragraph 6 of Response to PART #C, hereabove, DSW found an excellent opportunity to sell the Ford Explorer to a Nigerian purchaser. DSW had a price negotiation with the Nigerian purchaser, and DSW and the Nigerian purchaser came to an agreement of the Ford's sale price for \$21,200. DSW Sports agreed to a deferred payment of the sale price of the Ford Explorer, until DSW has collected said sale price from the Nigerian purchaser of the Ford Explorer (believing that the wait period was going to be about 30 days). No money actually changed hands for this transaction between DSW Sports and DSW. The agreement between DSW Sports and DSW, and the negotiations with the Nigerian purchaser having been made verbally or by telephone, no documentary evidence exists for such agreement or transaction at this time.
7. Please see the statement in Paragraph 5, Response to PART #D, hereabove.

8. A more legible copy of the VISA receipt slip (for \$1200) used in the card transaction to pay Bonnie & Clyde CB& Stereo shown on Exhibit 9c, DSW's Amended Complaint, is produced and attached hereto as Attachment 6 for your further examination and incorporated herein for all purposes.

Response to PART #E

1. The trucking company invoice, Exhibit 9f, indicates the invoice date was March 5, 2008. At this time, DSW does not have memory of exactly on what dates each of the two automobiles were transported to Jacksonville, Florida. But according to the automobile storage fee invoices issued from Port Storage & Delivery, Inc., the 2004 Ford Explorer was brought to Jacksonville on February 12, 2008 (see Invoice #482, dated 2/28/2008, that shows the daily vehicle storage fee for VIN B59703[Ford Explorer] was for the period of 2/12 – 2/29), and the 2001 Honda Accord arrived at the Jacksonville storage on the evening (after hours) of Saturday, March 1, 2008 (see Invoice #574, dated 4/3/2008, that shows the Honda Accord's [VIN# 079154] "After Hours Drop Off Fee – Saturday 3/1 waive fee" was waived and its daily vehicle storage charge was for the period of 3/1 – 3/31). March 5, 2008, the date of the trucking company's invoice, Exhibit 9f, is not the date when the automobiles were transported to Jacksonville, Florida. It was usual practice of the trucking company to send invoice to DSW after the truck driver returned home to his station in Grand Prairie, Texas.
2. The truck driver did not accept check or credit cards, so DSW paid the truck driver in cash when DSW received the invoice from the truck driver.

Response to PART #F

1. The two companies exercised due diligence to locate documents that would show how DSW Sports paid the Port Storage & Delivery, Inc.'s invoices and how DSW subsequently paid DSW Sports for reimbursement of the automobile storage charges, but both companies have been unable to locate any such documents at this time. It is very likely that DSW Sports and DSW used a credit card or debit card for the transaction, but it is impossible to locate any such documents or receipt slips at this time. It is because both DSW's and DSW Sports' bank accounts have been closed, and the records and documents regarding the two companies' credit cards or debit cards have been lost, misplaced, and/or destroyed due to the moves of the office space, absence of the proper record custodians, and sometimes by simple inattention. Both of the companies are defunct and have ceased business activities at this time.
2. Please see the immediately preceding above Paragraph.

3. During all the time relevant hereto, the vehicles were stored at Port Storage & Delivery, Inc.'s parking lot located in Jacksonville, Florida.

Response to PART #G

By November 2008, i.e., fully four months after the expected arrival of the shipment of the two vehicles at Cotonou, Benin, DSW was very upset and frustrated with both of Commonwealth and Abou Merhi for their inability to locate the two missing vehicles, for their obvious lack of cooperation with DSW to locate the missing vehicles, and for their apparent abandonment of efforts to locate the lost vehicles. The Affiant sought legal counseling. The Affiant went to Mr. Chae's law office on or about November 6, 2008, and requested that the law office handle this case to recover the two missing vehicles or to recover damages.

In a hurry and haste, nervousness and excitement, my communication may not have been made in the most effective way. Hearing my predicament and disaster, my attorney immediately wrote a letter to Abou Merhi Lines, LLC, on November 7, 2008. Exhibit 7, in DSW's Amended Complaint. Another letter of demand was dispatched to Commonwealth on November 25, 2008. Exhibit 8, in DSW's Amended Complaint.

After my attorney sent the demand letter to Abou Merhi, the Affiant examined a copy thereof and immediately found there was a mistake. In listing items of damage and injury, my lawyer included, "Premiums for insurance coverage paid was \$3,600.00 for the two vehicles." The Affiant stated to my lawyer that DSW did not pay insurance premiums nor were the vehicles insured for transportation. My lawyer dropped that item of demand ever since.

The Amended Complaint is silent about, and does not demand, the insurance premiums, DSW effectively dropping its demand for any insurance premiums. DSW believes no damage was done to Abou Merhi, because first of all it never even bothered to respond to that demand letter written by my attorney and secondly the insurance premium demand was completely dropped ever since from any demand to Abou Merhi or Commonwealth. When Commonwealth requested a production by DSW of "any insurance coverage that DSW contracted to insure the cargo" in its Respondent Commonwealth Shipping, Inc.'s Request of Production to DSW International, Inc., dated September 1, 2009, DSW responded that DSW had not purchased any insurance policy for the transportation of the automobiles herein.

Therefore, DSW's responses to each of the judge's inquiries are as follows.

1. DSW or any person or entity affiliated with DSW did not purchase insurance in this case.

2. DSW or any person or entity affiliated with DSW did not ever file a claim with any insurance carrier regarding this case. DSW or any person or entity affiliated with DSW did not ever receive any compensation from any insurance company in connection with this case.
3. No claim was ever filed. Because none of DSW or any person or entity affiliated with DSW did ever purchase insurance that would have covered the transportation of the vehicles, DSW or any person or entity affiliated with DSW did never file any claim.

Response to PART #H

While DSW is engaged in the writing of this Affidavit, the Affiant came across a handwritten page that was reported to the Texas Secretary of State's office by DSW as a part of DSW's corporate status. The affiant recognized the hand-writings on the report were made by the affiant himself. Two pages, one handwritten report page and the other type-written page, are attached hereto as **Attachment 7**, and incorporated herein for all purposes.

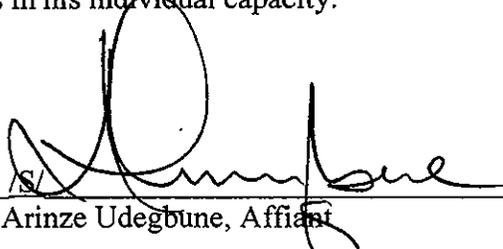
The best the Affiant can guess from this situation is that the Secretary of State's office did transfer the DSW's handwritten corporate structure by typing the handwritten report furnished by DSW, but in that process the typewriting clerk obviously made typographical mistakes thereof. Although the handwritten report was made and submitted by the Affiant, the Affiant does realize that his handwritings may have been difficult to read by the typewriting clerk. As a result of such typographical mistakes, the Affiant believes ARINZE UDEGBUNE became "Afaire Enegbume," TYNA EJOOR UDEGBUNE became "Tyna Eyer Unegbume," and CHIOMA UDEGBUNE became "Chioma Unegbune. Therefore, the judge's specific inquiries are answered as follows.

1. "Afaire Enegbume" appears without question to be a misspelling (made by the Texas Secretary of State's office) of ARINZE UDEGBUNE, and if so, ARINZE UDEGBUNE is DSW's director, president, and corporate representative.
2. It appears obvious "Afaire Enegbume" is a misspelling (made by the Texas Secretary of State's office) of ARINZE UDEGBUNE.
3. The stockholders and each of their percentage shares of the stock ownership are as follows.
Tyna Ejoor Udegbune, 40%; Arinze Udegbune, 40%; and Chioma Udegbune, 20%."

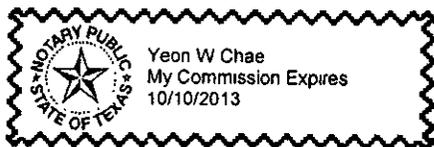
The Affiant sayeth no more.

The State of Texas *
County of Dallas *

THIS IS TO CERTIFY that on this day the Affiant, Arinze Udegbune, personally appeared before me, the undersigned authority, and, being first duly sworn by me upon his oath deposed and stated that he is over the age of eighteen years and is competent to make this Affidavit in all respects, that the Affidavit is divided into eight(8) sections, that he has knowingly and voluntarily made the above Affidavit, that all the facts set forth therein are true and correct and are within his personal knowledge, that the facts stated therein upon information received from others the Affiant believes to be true and correct, that all of such facts and allegations are competent to be admitted into evidence under the laws, and that he signed the Affidavit in his capacity as the president and representative of DSW International, Inc., that has filed an Amended Complaint with the Federal Maritime Commission against Abou Merhi Lines, LLC. and Commonwealth Shipping, Inc. as well as in his individual capacity.


Arinze Udegbune, Affiant

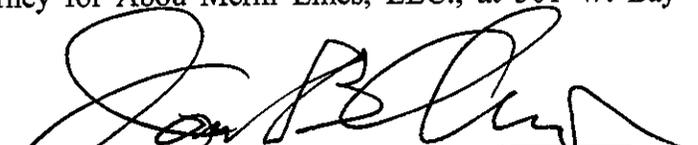
SUBSCRIBED AND SWORN TO BEFORE ME, a notary public in and for the State of Texas, County of Dallas, to certify which witness my hand and the seal of office on this 7th day of October, 2010.




Notary Public, in and for the State of Texas

CERTIFICATE OF SERVICE

I certify that I have on this 11th day of October, 2010, served a true and correct copy of the above and foregoing Affidavit (including its Attachments) executed by Arinze Udegbune, DSW International, Inc., upon all parties of record by United States mail, by mailing the same to each of the following persons: Francis M. Boyer, Esq., Sullivan & Company, Attorney for Commonwealth Shipping, Inc., at 8777 San Jose Blvd., Suite 803, Jacksonville, FL 32217, and Eric L. Hearn, Esq., Mosley, Prichard, Parrish, Knight, Jones, PA, Attorney for Abou Merhi Lines, LLC., at 501 W. Bay Street, Jacksonville, FL 32202.


Don B. Chae

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ABOU MERHI LINES
Member of Abou Merhi Group

Our Services

About us

Our Affiliates

Careers

Attachment 1

Our Services **Our Agents**

(5 pages)

Abou Merhi Lines have a very good network of Agents at the vessels ports of call. This serves to ensure the smooth operation and turnaround at these ports. Please find herebelow a list of Agents employed by Abou M Lines.

Germany - Hamburg

Abou Merhi Lines Enagentur

Hermann Blohm Str. 3
20457 Hamburg – Germany
PIC: Mr. Wajdi Nasr
Tel.: + 49 40 410 93910
Fax: +49 40 410 93920
E-mail: info@abou-merhi-hamburg.com

Belgium - Antwerp

Millhill Shipping

Duboisstraat 39 Bus 3
B – 2060 Antwerp – Belgium
PIC: Andre Carez
Tel.: + 32 3 2346363
Fax: + 32 3 2346369
E-mail: andrecarez@ilomar.be

Antwerp Agent for St. Angelo

Grimaldi Belgium BV
Haifastraat 11
Antwerpen B-2030
Belguim
Pic: Luc SMETS
Direct phone : 00-32-3-570.96.03
Telefax : 00-32-3-570.96.18
Mobile : 00-32-475-54.68.37
E-mail: L.Smets@Grimaldi.be

United States Of America

Jacksonville office, Florida, USA (As Sole Agent In USA)

Abou Merhi Lines
13453 North Main st Suite 505-A
Jacksonville, Florida 32218
Tel: +1 904 696 9800
Fax: +1 904 696 9802

Benin - Cotonou

003250

SOBAMAR BENIN TRANS

Siege Social: C/41 Avenue Delorme, Cotonou Bénin
 Guichets: Parc Trans Auto, Ekpe, route de porto Novo, Bénin
 09 BP 427 Cotonou Bénin.

General Manager: Moustapha BITTAR

Email: sobamarbt@yahoo.fr

Phone number: +229 97977374

Operation Dept: Simon ACAKPO

Email: sobamarop@yahoo.fr

Phone number: +229 97292846

Documentation Dept: Thierry ADINDJE

Email: sobamardo@yahoo.fr

Phone number: +229 97230488

Please send

- All emails to sobamarbt@yahoo.fr (general, technical, orders and financial) and ouso71@gmail.com

ABOU MERHI COTONOU (AMC)

Samir El Bizri: samir.elbezri@aboumerhilines.com

Mob : 0022997977474

Ahmed El Bizri: ahmad_0.5@hotmail.com

Mob: 0022997222222

Togo - Lome**Societe Micha sari**

Office Tel : +228 2271971

Rodolph Hobeika: Manager

GSM: +228 9904889

Mohamad Sendian

GSM 002289046530

E-mail michalome@hotmail.com

somitrac@otitlecom.bj

Harbour area , Main Road ,22 street (du commerce)BP2261

Parc Micha ,bulding Micha

face Sim Togo

Angola - Luanda**African Steamship**

Avenida 4 de Fevereiro 23/24

Luanda - Angola

Tel: +244 222 310 301

Fax: +244 222 310 309

Nigeria - Lagos**Comet Shipping Agencies (Nig.) Ltd.**

4, Hinderer Road, Apapa, Lagos

Tel: (+ 234 1) 774 01 43

Fax: (+ 234 1) 545 32 14

E-mail: info@cometshipping.com

A.Grayson@cometshipping.com

md@cometshipping.com

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ABOU MERHI LINES
Member of Abou Merhi Group

Our Services

About us

Our Affiliates

Careers

Our Affiliates

Operated Fleet

Our Agents

Quotation Request

Abou Merhi Group specialises mainly in the shipping industry, specifically worldwide car shipping. This is carried out by its affiliate, the internationally renowned, Abou Merhi Lines.

Our Affiliates

Abou Merhi Group is in the process of implementing a business diversification strategy and has upcoming projects to be undertaken in the real estate industry featuring a five stars hotel, a mall, a modern school and contemporary hospital, stabilizing furthermore the group's market position and exploring new businesses including the cruise industry through its affiliate Abou Merhi Cruises.

Our Community Service

Besides its high-profile business commitment, Abou Merhi Lines has always considered social contribution as one of its major roles. AMG manages Abou Merhi Charity Institution, and AMG team fervently believes it is our responsibility to contribute to the society we belong to.

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ABOU MERHI LINES
Member of Abou Merhi Group

Our Services

About us

Our Affiliates

Careers

About Us > Our Offices

- Operated Fleet
- Our Agents
- Quotation Request

Abou Merhi Lines Head Office Lebanon

Weygand Str. Atrium Bldg.
 P.O. Box 175016
 Beirut, Lebanon
 Tel: +961 1 999 611
 Fax: +961 1 999 612
 Email: info@aboumerhilines.com
www.aboumerhilines.com

Abou Merhi Lines USA Jacksonville office, Florida, USA

(As Sole Agent In USA)
 Abou Merhi Lines
 13453 North Main st Suite 505-A
 Jacksonville, Florida 32218
 Tel: +1 904 696 9800
 Fax: +1 904 696 9802

Abou Merhi Lines Enagentur GMBH

Hermann Blohm Str. 3
 20457 Hamburg - Germany
 PIC: Mr. Wajdi Nasr
 Tel.: + 49 40 410 93910
 Fax: +49 40 410 93920
 E-mail: info@abou-merhi-hamburg.com
www.aboumerhilines.com

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