Shipper Ref. No. Customer-No. B/L-No. 07079001 DANCHURCHAID DD-04 COPENHAGEN LINER BILL OF LADING DENMARK Consignee THE DIRECTOR TCRS. P.O.BOX 3955 DAR ES SALAAM TANZANIA **BESTALINE** Notify

From (local port of loading)

Port of loading

OWNERS

BALTIC SHIPPING COMPANY

5, Mezhevoi canal, Leningrad 198035, USSR - Cable: Morflot Leningrad

GENERAL AGENTS IN DENMARK

CHR. JENSEN

CHARTERING- & SHIPAGENCY LTD.

77, STORE KONGENSGADE POSTBOX 9070 DK-1022 COPENHAGEN K

"DEKABRIST" COPENHAGEN Port of discharge Freight payable at Final destination Number of original-B/L DAR ES SALAAM COPENHAGEN 3/THREE Number of packages/description of goods Gross weight Marks + Numbers Measurement Kos. Cbm. 1 TOYOTA HI-LUX DOB. CAP T.C.R.S. 1475 P.O.BOX 3955 (CHASSIS NO. LN65-0077003) DAR ES SALAAM TOYOTA HJ 60 2000 TANZANIA (CHASSIS NO.HJ60-045304) DAKAWA AGR. PROJECT. "SHIP NOT RESPONSIBLE FOR ANY DCA 8682 GOODS INSIDE THE CAR INCLUDING SPARE PARTS AND ACCESSORIES" FRE TO HIP PREPAID SHIPEED ON BOARD "DEKABRIST" FROM COPENHAGEN 06.01.1989 CHR JENSEN LTD, AS AGENTS ONLY Particulars furnished by the Merchant

FREIGHT AND CHARGES

Local vessel

Ocean vessel

VOY 1/89

SHIPPED on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents and value unknown, for carriage to the port of discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees or their Assigns they paying freight as per note on the margin plus other charges incurred in accordance with the provisions contained in this Bill of Lading.

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 exhange for the goods or delivery order.

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

Place and date of issue.

COPENHAGEN

06.01.89

Signed (for the Master) by

CHR. JENSEN LTD.

as agents only.

LINER BILL OF LADING

1. Definitions. "Carrier" means the party on whose behalf this Bill of Lading has been signed. "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and the Owner of the goods. "Ship" includes any (substituted) vessel and any craft, ligther or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract.

2. Issuance of the Bill of Lading. By the issuance of the Bill of Lading the Carrier: 1) undertakes to perform or to procure the performance of the entire transport from place at which the goods are taken in charge to the place designated for delivery in

assumes liability as set out in these Conditions.

3. Carrier's Tariff. The terms of the Carrier's applicable Tariff are incorporated herein. In case of any inconsistency between this Bill of Lading and the applicable Tariff,

this Bill of Lading shall prevail.

4. Paramount Clause. Carriage by water under this Bill of Lading shall have effect subject to the provisions of the Merchant Shipping Code of the USSR. 1968, or the Hague Rules contained in the international Convention for the unification of certain rules relating to Bills of Lading dated 25th August, 1924, if no national law is applied in accordance with cl. 5.

5. Jurisdiction. Disputes arising under Bill of Lading shall be determined at the place, where the Carrier has his principal place of business. No proceedings may be brought before other courts, unless the parties both expressly agree on the choice of another

court or arbitration.

this Bill of Lading;

6. Methods and Routes of Transportation. The Carrier is entitled to perform the transport in any reasonable manner and in reasonable time, by any reasonable means, methods and routes, whether or not the most direct or advertised or customary route, via any ports or places in any order whatsoever and for whatsoever purpose visited, together with other goods of every kind dangerous or otherwise whether stowed on or under deck. Vessels may sail with or without pilots, undergo repairs, adjust equipment, drydock

and tow vessels in all situations.

7. Transhipment and Forwarding. Whether expressly arranged beforehand or otherwise the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the carrier or others, or by other means of transport whether by water, land or air according to the applicable tariff and conditions and may discharge the goods at any place for transhipment, tranship, land or store the goods either on shore or afloat and reship or forward the same. The Carrier in making arrangements for any transhipping or forwarding vessel or means of transportation not operated by this carrier shall be considered solely the forwarding agent of the shipper. The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by Carrier for delay, damage or loss arising during any other part of the transport even though the freight for whole transport has been collected by him.

8. Discharge and Delivery. Notwithstanding any custom of the port the Carrier may discharge immediately without previous notice when the ship is ready, no matter where she is lying, as fast as ship can, directly as the goods come to hand at or to any quay, or overside in lighters or in any other way, that the carrier may elect, at all hours day and night, Sundays and holidays included, regardless of the state of the weather at the risk of the Merchant. The expense incurred after discharge of the goods to be borne by the Merchants. If the Merchants for whatsoever reason fail to take delivery of the goods according to these conditions or if they fail to do so promptly, the Carrier is at ---liberty to put them into ligthers, warehouses, customhouses and the like, all at the risk and expense of the Merchants. These conditions apply, if otherwise is not provided

in the tariff.

9. Lighterage. The carrier in arranging for lighters or other transportation between ship and shore, does so as the Merchant's agent and for account and risk of the goods.

10. Optional Stowage and Deck Shipment. The carrier is at liberty to stow the goods in poop, forecastle, deckhouse, shelterdeck, spare bunkers or any covered space commonly used in the trade for the arriage of such goods and when so stowed shall be deemed for all purpose to be stowed under deck. Where the goods are stated herein to be received and/or shipped as deck cargo such goods are carried at Merchant's risk in which case the Carrier shall be under no liability for any loss or detention thereof, or damage thereto, arising from any cause whatsoever. The Carrier shall be entitled to carry the goods on deck in containers, trailers, transportable tanks or similar articles of transport used to consolidate goods whether they are stowed there by him or Merchants. The Carrier is not required to give notice to the Merchant of any stowage and carriage as provided in this clause. These goods (container, etc.) carried on deck be treated as if they were stowed under deck and the Hague and York-Antwerp Rules as incorporated herein shall be applicable to them.

11. Hindrances, etc., Affecting Performance. If in the event of restraint of authorities, epidemic, quarantine, ice, labour troubles, strikes, lockout, congestion and any other causes beyond carrier's control the goods cannot be discharged at the port of destination without risk to the ship and cargo, the carrier is entitled to land the goods at one of the nearest ports of call where possible at Merchant's risk and expense and to

inform the Merchant thereof, if possible. 12. Extent of Responsibility:

1) The Carrier shall be liable for loss of or damage to the goods occuring between the time, when he received the goods into his charge and the time of delivery.

2) The Carrier shall however be relieved of liability for any loss or damage if such

loss or damage arose or resulted from: a) act, neglect or default of the master, mariner, pilot, or the servants of the carrier

in the navigation or in the management of the ship; b) the wrongful act or neglect of the Merchant;

compliance with the instructions of any person entitled to give them;

d) the lack of or defective conditions of packing in the case of goods, which by their nature, are liable to wastage or to be damaged when not packed or when not properly packed, unless the packing had been carried out by Carrier;

e) handling, loading, stowage or unloading of the goods by the Merchant or any

person acting on behalf of the Merchant; f) inherent vice of the goods;

g) insufficiency or inadequacy of marks or numbers on the goods, covering or unit loads, except where they are required to be affixed by the Carrier;

h) strikes or lockout or stoppage or restraint of labour from whatever cause whether

partial or general; i) any other cause or event which the Carrier could not avoid and the consequences

whereof he could not prevent by the exercise of reasonable diligence; 3) Where under sub-clause 2 the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this clause have contributed to the loss or damage.

4) The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in a, b, c and i of sub-clause 2 shall rest upon the Carrier.

13. Limitation of Responsibility. For the sea carriage the Carrier shall in no case be liable in an amount exceeding US-\$ 500 per package or unit or the equivalent of that sum in other currency, unless value declared on the Bill of Lading. For the carriage by any other means of transport or during any services incident to the through transportation of the goods every Carrier shall be liable according to the law, rules and conditions applicable to the respective means of transport or by other contractors under the pertinent sub-contracts.

The Merchant agrees that each container/pallet loaded/stuffed by him, his servants or agents (including the entire contents thereof) shall constitute one package for all purposes including limitation of Carrier's liability. If the container shipped is not the property of the Carrier, the Merchant warrants that said container is actually seaworthy packed and in

every way fitted for loading, stowing, carriage and discharge.

14. Notice of Loss. Unless notice of loss of or damage to the goods and the general nature of it be given in writing to the Carrier at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or if the loss or damage be not apparent within three consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in this Bill of Lading.

15. Time Bar. The Carrier shall be discharged of all liability under the rules of these conditions unless suit is brought within one year after delivery of the goods, or in the case of total loss of the goods, the period shall begin with the moment when goods should have been delivered.

16. Defences for Servants, etc. The defences and limits of liability provided for in this B/L shall apply in any action against the Carrier for loss or damage to the goods whether the action be founded in contract or in tort, also in any action against a servant agent, or independent contractor, unless it is proved that the loss or damage resulted from an act or omission of the Carrier or of this person done with intent to cause damage or

recklessly and with knowledge that damage would probably result.

17. Inspection of Goods. The carriers shall be at liberty at the place of loading or discharging as well as during the voyage to have contents inspected in order to ascertain the weight, measurement or value for the purpose of verifying the freight basis and their correspondence to their description. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged or to double the correct freight less the freight charged, whichever sum is the smaller shall be payable as liquidated damages to the Carrier notwithstanding any other sum having been stated on the Bill of Lading as freight payable if otherwise is not provided in the rariff.

18. Sealed Goods. The carrier shall not be responsible for the shortage of or damage to the goods arrived at the destination in good containers or other similar receptacles duly sealed by the Shipper and for the goods delivered in other safe and good packages without any signs of opening (unsealing) them during the carriage in case of Merchant's failure to prove that such shortage of or damage to the goods occured throught the fault

of the Carrier.

19. Lien. The Carrier shall have an absolute lien on goods for amount due under this contract and for contribution in respect of general average and for salvage to whomsoever due, including costs of recovering the same storage fees, and may enforce such lien in any reasonable manner which he may think fit. If on sale of the goods the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be

entitled to recover the difference from the Merchant.

20. Description of the Goods. The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier, of the description of the goods, marks, numbers, quantity and weight (including gross weight of the container or any other receptacle) as furnished by him, and the Merchant shall indemnify the carrier against all loss, damage and expense arising or resulting from inaccuracies in or inadequacy of such particulars. The Merchant is liable for the said incorrectness according to clause 17. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Merchant.

21. Freight and Charges.

1) Freight shall be deemed earned on receipt of the goods by the Carrier and shall

be paid in any event, goods lost or not lost, and not to be returned.

2) Freight and all other amounts mentioned in this Bill of Lading are, at the option of the Carrier, to be paid in the currency named in this Bill of Lading or any other currency acceptable to the Carrier.

3) All dues, taxes and charges or other expenses in connection with the goods shall

be for the account or the goods.

4) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation or revaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation as to devaluation or revaluation exists or is applicable the following clause to apply: "If the currency in which freight and charges are quoted is devalued or revalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency".

5) The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemic, strikes, government directions or force majeure.

22. Stowage in Containers by the Carrier. The Carrier may stow goods in containers and has the right without notice to the Merchant to carry them in closed containers.

If the goods accepted for shipment are packed into containers by or on behalf of the Carrier ,the Carrier's' responsibility for the goods commences at the moment of reception of the goods by the Carrier and ceases when the goods are discharged out of the container at the port of destination.

The Carrier shall during the whole period from such loading until unloading be entitled to the benefit of all privileges, rights and immunities contained in this Bill of Lading.

23. Merchant-packed Containers. Where any container, transportable tank, flat or pallet and other receptacles accepted for transportation has not been filled, packed or stowed by or on behalf of the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchants shall cover any loss or expense incurred by the Carrier if such loss, damage or expense has been caused by:

 negligent filling, packing or stowing of the container, and any other receptacle; 2) the contents being unsuitable for carriage in container or any other receptacle;

3) the unsuitability or defective condition of the container or any other receptacle unless they have been supplied by the Carrier and when the unsuitability or defective condition of the container were not apparent upon reasonable inspection at or prior to the time when the container or any other receptacle was filled, packed or stowed.

24. Special Container. If the goods are stowed by or on behalf of either the Carrier or the Merchant in special container with refrigeration or heating units the carrier does not accept any responsibility for the functioning of such containers not owned or leased by the Carrier.

25. Repositioning of Containers. Where containers owned or leased by the Carrier are unpacked at the Merchant's premises, they are jointly and severally responsible for returning the empty containers with interiors brushed and clean to the port or place of discharge or to the point or place designated by the Carrier, his servants or agents within the time prescribed by the Carrier's Tariff. Should a container not be returned within the prescribed time the Merchant shall be liable for any demurrage, loss or expenses which may arise from such non-return.

26. Heavy or Bulky Goods. Pieces or packages weighing two tons each and upwards or of exceptional bulk or length or if awkward for vessel's tackle or gear shall be loaded and discharged at Merchant's risk and cranage and any other extra expenses shall be, unless otherwise agreed, for account of the goods.

27. General Average. General Average to be adjusted at any port or place at the Carrier's option and to be settled according to the York-Antwerp Rules 1974, this covering all goods carried under deck and the containers etc. carried on deck. The Amended Jason Clause as approved by BIMCO to be considered as incorporated herein. Average bond with values declared therein to be signed, also sufficient security to be given as required by Masters or agents.

28. Incorporated Clauses. This Bill of Lading shall be subject to all conditions of the port clauses customarily included in liner Bill of Lading for the port at which the goods are discharged as fully as though such clauses were printed herein.

The Both-to-Blame Collision Clause, War Risks Clauses Voywar 1950 as approved by BIMCO are fully and specifically incorporated in this Bill of Lading.

29. Demurrage/Detention Clause. Free time/demurrage and detention charges according to respective clause of tariffs in force.

30. Dangerous Goods. Before the goods of dangerous or damaging nature and radioactive material are tendered for shipment, the Merchant shall inform in writing the Carrier, Master or Agent of the vessel, of their exact nature of danger, indicating the precautions to be taken, give the name and address of the sender and receiver and distinctly mark the nature of the goods on the surface of the package or packages, as required by the International Maritime Dangerous Goods Code and applicable statutes or regulations and in addition on each container, flat, trailer, etc. a special stowage order giving consent to shipment must be obtained from the Carrier. The Merchant will be liable for all loss, damage, delay or expenses, if the foregoing provisions are not complied with.

Danchurchaid

3, Sct. Peders Stræde

Phone: 01-15 28 00

DK 1453 Copenhagen K

Telex: 16217 danaid dk

Cable: danchurchaid copenhagen

PROFORMA INVOICE

Consignor:

Danchurchaid

Consignee: The Director

TCRS

P.O. Box 3955 Dar Es Salaam

Tanzania

Shipping marks: The Director

TCRS

P.O. Box 3955

Dar Es Salaam

Tanzania

forwarded by: Date of departure:

m.v. "Dekabrist" 06.01.1989

From: Via: To Final destination:

Copenhagen

B/L - AWB No.

Expected arrival:

DD-04 30.01.1989

Packages: Weight: Description of goods: Value:

1 cll. 1,475 kos. DCA 8682

1 Toyota Hi-Lux
for development

project. Chassis No. LN65-0077003

1 - 2,000 - 1 Toyota HJ 60 for development

for development project. Chassis No.

Total value FOB

HJ60-045304

Copenhagen DKK 273,432.00
Freight - 22,480.00

Freight - 22,480.00

THIS IS A EDEE CIET 1,657.11

THIS IS A FREE GIFT
FROM DANCHURCHAID
NO FOREIGN EXCHANGE IS INVOLVED
Total value CIF
Dar Es Salaam

DKK 297,569.11

Henrik Ravn's