



UNITED STATES BANKRUPTCY COURT
DISTRICT OF HAWAII
1132 Bishop Street, Suite 250
Honolulu, Hawaii 96813

Filer's Name, Address, Phone, Fax, Email:
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hib_4001-1cs (12/09)

Debtor: Imperial Pacific International (CNMI) LLC Case No.: **24-BK-00002**

Joint Debtor: (if any) Chapter: **11**

COVER SHEET - MOTION FOR RELIEF FROM STAY
Instructions: Complete A. for all motions. Complete B. if seeking to enforce security interest. Complete C. if motion concerns a lease. Complete D. for other types of relief. Complete E. if seeking extraordinary relief. Hearing Date: **Time: 1:30 PM**

A. Relief sought under 11 U.S.C. § 62(d) – Automatic Stay 11 U.S.C. § 1301(c) – Chapter 13 Codebtor Stay

Movant: Saipan Stevedore Company, Inc.

Role (mortgagee, lessor, agent, plaintiff, etc.): Administrative Creditor Debtor's principal residence

Subject Matter (real/personal property, litigation, etc.): Estate property consisting of 28 containers that have been stored at Movant's storage facility at the Saipan sea port. (use address/TMK/vehicle ID, etc.)

If pending litigation, last major prepetition event: (decree of foreclosure, writ of possession, etc.)

B. Security Interest (mortgage, lien, etc.) Movant's lien position (1st, 2nd, etc.):

Date of loan: Maturity date:

Original amt: \$ Principal bal: \$ Interest, late fees, etc.: \$

Monthly pmt: \$ Prepetition arrears: \$ Postpetition arrears: \$

Debtor's valuation in schedules: \$ Movant's valuation (if different): \$

List all encumbrances:	Sr. lien:	\$
	2 nd lien:	\$
	Total other liens:	\$
	Add all liens	\$

C. Lease Date of lease: Payment: \$ per

Prepetition arrears: \$ Postpetition arrears: \$

D. Other Describe relief sought, title of action and court of any litigation, and any applicable insurance:
1. Approval of payment of administrative expenses
2. In the alternative, a declaratory judgment finding that IPI abandoned the 28 containers
3. In the alternative, an imposition of a warehouseman lien on the 28 containers.

E. Extraordinary relief requested: Retroactive relief "in rem" relief No stay of order

The above information summarizes allegations in attached motion. /s/ Vincent J. Seman
For Movant



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Attorneys for Saipan Stevedore Company, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDS
BANKRUPTCY DIVISION**

**IN RE IMPERIAL PACIFIC
INTERNATIONAL (CNMI) LLC,**

**Debtor and
Debtor in Possession.**

CASE NO. 24-BK-00002
CHAPTER 11

Motion of Administrative Creditor Saipan
Stevedore Company, Inc. for Relief From
Automatic Stay

Administrative Creditor Saipan Stevedore Company, Inc. (“Saipan Stevedore”), by and through its undersigned attorney, respectfully asks and moves, pursuant to 11 U.S.C. §§ 105 and § 362(d) and Rules 4001(a) and 9014 of the Rules of Bankruptcy Procedure (“F.R.B.P.”), for an Order granting Saipan Stevedore relief from Automatic Stay to allow Saipan Stevedore to seek compensation for administrative expenses incurred for the post-Petition storage of Debtor’s twenty-eight containers and their respective contents currently stored and secured by Saipan Stevedore (collectively, “Debtor’s Containers”), or in the alternative, a declaratory judgment that Debtor-in Possession Imperial Pacific International (CNMI) LLC (“Debtor”) has abandoned Debtor’s Containers, or in the alternative, impose a warehouseman lien on Debtor’s Containers in favor of Saipan Stevedore or other adequate protection as an administrative creditor for Debtor.

1 In support of this Motion for Relief from Automatic Stay, Saipan Stevedore states as
2 follows:

3 **I. BACKGROUND**

- 4 1. On April 19, 2024 (the “Petition Date”), Debtor filed a voluntary petition for relief
5 under Chapter 11 of the United States Code, 11 U.S.C. §101, *et seq.* (the “Bankruptcy
6 Code”) filed in the United States District Court for the District of the Northern Mariana
7 Islands, bankruptcy division (the “Bankruptcy Court”). *See* ECF 1.
- 8 2. On May 23, 2024, Debtor filed its Schedule A/B: Assets - Real and Personal Property,
9 which included in its list of assets “90 containers of construction materials / supplies
10 [located at Port of Saipan]”, also stating that those assets had zero net book value of
11 debtor’s interest and an “unknown” current value of debtor’s interest. *See* ECF 74, p.4.
- 12 3. Between April 7, 2020, and December 8, 2020, Saipan Stevedore received and held in
13 its storage facility Debtor’s Containers. *See* Declaration of Lee Cabrera, ¶2.
- 14 4. Since receiving Debtor’s first container on April 7, 2020, to the Petition Date, without
15 waiver of any of its claims and rights, Saipan Stevedore had been storing and securing
16 Debtor’s Containers_for the benefit of the Debtor and without any payments from the
17 Debtor. *See* Declaration of Lee Cabrera, ¶3.
- 18 5. On November 29, 2024, Saipan Stevedore timely filed a claim against Debtor for all
19 storage fees incurred up to the Petition Date. *See* Debtor’s Claims Register, Claim No.
20 112.
- 21 6. Since the Petition Date through the present, without waiver of any of its claims and
22 rights, Saipan Stevedore has continued to store and secure Debtor’s Containers for the
23 benefit of the Debtor without any compensation. *See* Decl. of Lee Cabrera, ¶4.
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- 1 7. On December 13, 2024, at the Status Conference and Hearing, Saipan Stevedore,
2 through its undersigned counsel, reminded the Court and other parties of the existence
3 of Debtor's Containers and the need for Debtor to remove and secure Debtor's
4 Containers. *See* Decl. of Vincent Seman, ¶2.
- 5 8. On December 19, 2024, undersigned counsel emailed all counsels who have made
6 appearances in this matter, reiterating the need to remove Debtor's Containers from
7 Saipan Stevedore's storage facility, as well as post-petition compensation for the post-
8 petition storage of Debtor's Containers. *See* Decl. of Vincent Seman, ¶3.
- 9 9. As of January 27, 2025, the total outstanding balance owed by Debtor to Saipan
10 Stevedore is \$167,560.00 (the "Amount in Arrearage"). *See* Decl. of Lee Cabrera, ¶6.
- 11 10. As of January 27, 2025, there is no other collateral or property securing the obligations
12 of the Debtor to Saipan Stevedore.
- 13 11. Since the Status Conference and Hearing on December 13, 2024, no request has been
14 made by the Debtor or any of its agents, attorneys, or other representatives, or any other
15 party to this matter, to release and retrieve Debtor's Containers from Saipan Stevedore.
16 *See* Decl. of Vincent Seman, ¶4.
- 17 12. Since the Status Conference and Hearing on December 13, 2024, no request has been
18 made by the Debtor or any of its agents, attorneys, or other representatives, or any other
19 party to this matter, to inspect and/or appraise the value of the contents of Debtor's
20 Containers. *See* Decl. of Vincent Seman, ¶5.
- 21 13. Pursuant to 11 U.S.C. §362(a), upon commencement of the bankruptcy case, Saipan
22 Stevedore was and is stayed from taking any action against the Debtor to obtain
23 possession and/or control of Debtor's Containers.
- 24 14. Saipan Stevedore has made no prior application of relief herein.
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1 **II. REQUEST FOR RELIEF**

2 15. Saipan Stevedore respectfully seeks, pursuant to 11 U.S.C. §§ 105 and § 362(d) and
3 Rules 4001(a) and 9014 of the Rules of Bankruptcy Procedure (“F.R.B.P.”), for an
4 Order modifying or lifting the automatic stay to allow Saipan Stevedore to seek
5 compensation for administrative expenses, or in the alternative, a declaratory judgment
6 that Debtor has abandoned Debtor’s Containers currently stored and secured by Saipan
7 Stevedore, or in the alternative, an imposition of a warehouseman lien on Debtor’s
8 Containers or other adequate protection as an administrative creditor for Debtor.
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10 **III. ARGUMENTS**

11 16. Section 362(d) of the Bankruptcy Code provides that:

12 On a request of a party in interest and after notice and a hearing, the
13 court shall grant relief from the stay providing under subsection (a)
14 of this section, such as by terminating, annulling, modifying, or
conditioning such stay—

15 (1) for cause, including the lack of adequate protection of an
interest in property of such party in interest; . . .

16 11 U.S.C. §362(d)(1).

17 17. A court’s finding of “cause” is determined on a case-by-case basis, generally utilizing
18 the *Curtis* factors, noting that not all factors are applicable or weigh equally in every
19 case. *In re Roger*, 539 B.R. 837, 844–45 (C.D. Cal. 2015).¹
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21
22 ¹ These factors include:

- 23 (1) Whether the relief will result in a partial or complete resolution of the issues.
24 (2) The lack of any connection with or interference with the bankruptcy case.
25 (3) Whether the foreign proceeding involves the debtor as a fiduciary.
26 (4) Whether a specialized tribunal has been established to hear the particular cause of
27 action and that tribunal has the expertise to hear such cases.
28 (5) Whether the debtor’s insurance carrier has assumed full financial responsibility
for defending the litigation.
(6) Whether the action essentially involves third parties, and the debtor functions only
as a bailee or conduit for the goods or proceeds in question.
(7) Whether litigation in another forum would prejudice the interests of other
creditors, the creditors’ committee and other interested parties.

1 18. Saipan Stevedore’s interest from having to store and secure Debtor’s Containers since
 2 the Petition Date will not be adequately protected if the automatic stay is not lifted as
 3 to Saipan Stevedore’s storage of Debtor’s Containers since the Petition Date.

4 19. With respect to the first *Curtis* factor, granting the relief from Stay will eliminate a
 5 significant claim for administrative expenses against Debtor’s estate. If the stay is not
 6 lifted, Saipan Stevedore will not have any protection in the event the Court approves
 7 any sale of Debtor’s Containers and grants title to Debtor’s Containers free and clear
 8 of any encumbrance by Saipan Stevedore.

9 20. With respect to the *second* Curtis factor, lifting the stay will not interfere with the
 10 Debtor’s case. Since filing its Petition, Debtor has made no effort to remove and
 11 account for Debtor’s Containers from Saipan Stevedore’s storage facility, despite
 12 knowing about them and that they are generating daily storage fees. *See* Decl. of
 13 Vincent Seman, ¶4. It does not appear that the existence of Debtor’s Containers would
 14 make any material difference in the auction of Debtor’s assets, especially considering
 15 that neither Debtor nor Intrepid have made any effort to inspect Debtor’s Containers
 16 and their contents, never mind appearing to make any genuine effort to market Debtor’s
 17 Containers.
 18 Containers.

19 21. With respect to the twelfth *Curtis* factor, the “balance of hurt” weighs heavily in favor
 20 of Saipan Stevedore. The Debtor’s Containers do not appear to play any role in
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 24 (8) Whether the judgment claim arising from the foreign action is subject to equitable
 subordination under Section 510(c).

25 (9) Whether movant’s success in the foreign proceeding would result in a judicial lien
 avoidable by the debtor under Section 522(f).

26 (10) The interest of judicial economy and the expeditious and economical
 determination of litigation for the parties.

27 (11) Whether the foreign proceedings have progressed to the point where the parties
 are prepared for trial.

28 (12) The impact of the stay on the parties and the “balance of hurt.”

In re Curtis, 40 B.R. 795, 799–800 (Bankr. D. Utah 1984).

1 affecting any bidder's willingness to participate in the Auction. Yet, Saipan Stevedore
2 has been forced to provide its services in storing and securing Debtor's Containers and
3 will continue to do so until the Court authorizes the removal of Debtor's Containers
4 from Saipan Stevedore's facility. *See* Decl. of Lee Cabrera, ¶4.

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6 22. Accordingly, sufficient cause exists, pursuant to 11 U.S.C. §362(d)(1) and the *Curtis*
7 factors to grant Saipan Stevedore immediate relief from automatic stay herein.

8 **A. Saipan Stevedore is Entitled to Administrative Expenses for Providing Actual,**
9 **Necessary Services that Substantially Benefits and Preserves the Estate.**

10 23. Pursuant to 11 U.S.C. § 503(a), Saipan Stevedore may timely file a request for payment
11 of an administrative expense. The Court shall allow administrative expenses for actual,
12 necessary costs and expenses of preserving the Estate. *See* 11 U.S.C. § 503(b).

13 24. To qualify for a claim for administrative expenses, Saipan Stevedore must provide that
14 the expenses arose from a transaction with the debtor-in-possession, and service
15 provided to the debtor-in-possession directly and substantially benefited the Estate. *In*
16 *re DAK Industries, Inc.*, 66 F.3d 1091, 1094 (9th Cir. 1995) (citing *In re White Motor*
17 *Corp.*, 831 F.2d 106, 110 (6th Cir. 1976).

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19 25. Since Debtor filed its Petition, Saipan Stevedore has been storing and securing Debtor's
20 Containers, which directly and substantially benefits the Estate. *See* Decl. of Lee
21 Cabrera, ¶4. Saipan Stevedore seeks payment for administrative expenses only the
22 post-Petition expenses of storing and securing Debtor's Containers which provides
23 direct and substantial benefit to Debtor. This is especially true considering that Debtor
24 has continued to ignore its responsibility as debtor-in-possession to secure and preserve
25 Debtor's Containers as assets of its Estate.
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1 26. Accordingly, this Court should find that Saipan Stevedore is an administrative creditor
2 and entitled to payment for administrative expenses for the storage of Debtor's
3 Containers, which is a direct and substantial benefit to the Estate.

4 **B. As an Alternative, the Court Should Find that Debtor Has Abandoned Debtor's**
5 **Containers**

6
7 27. Section 554(a) of the Bankruptcy Code provides that "[a]fter notice and a hearing, the
8 trustee may abandon any property of the estate that is burdensome to the estate or that
9 is of inconsequential value and benefit to the estate." 11 U.S.C. §554(a).

10 28. The purpose of the abandonment statute is to avoid property that consumes the
11 resources of the estate. *See In re Johnston*, 49 F.3d 538, 541 (9th 1995) (citing *In re*
12 *Smith-Douglass, Inc.*, 856 F.2d 12, 16 (4th Cir.1988).

13 29. To avoid the unnecessary waste of judicial resources and estate funds due to the
14 incurrence of administrative expenses and costs, Saipan Stevedore believes that it is
15 appropriate for Debtor and Trustee to abandon Debtor's Containers, pursuant to Section
16 554(a) of the Bankruptcy Code.

17
18 30. Saipan Stevedore believes that each and every one of Debtor's Containers has negative
19 value to the estate of the Debtor because the Amount in Arrearage exceeds any
20 associated value for Debtor's Containers, given the lack of any effort by Debtor to
21 appraise the value of Debtor's Containers. *See Decl. of Vincent Seman*, ¶5.

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23 31. In addition, the ongoing costs that will arise from Saipan Stevedore continued storage
24 of Debtor's Containers will impose the burden of unnecessary administrative expenses
25 on the Debtor's estate without the prospect of recovering any net proceeds from the
26 sale or liquidation of Debtor's Containers.

27 32. Debtor's Containers are unnecessary for the Debtor's reorganization of its assets.
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1 33. The Debtor's Containers have nominal/insignificant value relative to Debtor's Estate,
2 which is evidenced by the fact that neither Debtor nor any other party to this matter has
3 taken any affirmative steps to retrieve, inspect, and/or appraise the contents of Debtor's
4 Containers. *See* Decl. of Vincent Seman, ¶5.

5 34. The continued storage of Debtor's Containers continues to incur storage fees, including
6 Amount in Arrearage, that severely impacts Debtor's resources. *See* Decl. of Lee
7 Cabrera, ¶4.
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9 35. Accordingly, Saipan Stevedore seeks an Order from this Court declaring that Debtor
10 has abandoned Debtor's Containers and granting ownership of Debtor's Containers to
11 Saipan Stevedore, the holder of and in possession of Debtor's Containers.

12 **C. As an Alternative, the Court Should Impose a Warehouseman Lien in favor of**
13 **Saipan Stevedore, and Any and All Other Protection as This Court May Afford**
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15 36. Section 105(a) of the Bankruptcy Code provides, in pertinent part, that a Bankruptcy
16 Court "may issue any order, process of judgment that is necessary or appropriate to
17 carry out the provision of this title." 11 U.S.C. §105(a).

18 37. In the event that the Court declines to award payment for administrative expenses
19 incurred by Saipan Stevedore for the post-Petition storage of Debtor's Containers,
20 Saipan Stevedore requests that the Court impose a warehouseman lien in favor of
21 Saipan Stevedore against any entity that ultimately purchases Debtor's Containers as
22 part of the Auction or purchase by a Stalking Horse approved by this Court.
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24 38. Pursuant to 5 CMC § 7209, Saipan Stevedore has a warehouseman lien against Debtor
25 on the goods covered by a warehouse receipt or on the proceeds thereof in his
26 possession for charges for post-Petition storage or transportation (including demurrage
27 and terminal charges), insurance, labor, or charges present or future in relation to the
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1 goods, and for expenses necessary for preservation of the goods or reasonably incurred
2 in their sale pursuant to law.

3 39. Saipan Stevedore's warehouseman lien shall be limited to such storage fees incurred
4 post-Petition until such time that all post-Petition storage fees are fully satisfied.

5 **IV. CONCLUSION**

6 WHEREFORE, Saipan Stevedore respectfully requests that the Court enter an order lifting
7 the stay, pursuant to 11 U.S.C. §362(d)(1) and the *Curtis* factors, and granting Saipan Stevedore
8 immediate payment of administrative expenses for the post-Petition storage of Debtor's
9 Containers.

10 WHEREOF, in the alternative, Saipan Stevedore respectfully requests that the Court issue
11 a declaratory judgment that Debtor has abandoned Debtor's Containers and grant Saipan Stevedore
12 title and possession to Debtor's Containers.

13 WHEREOF, in the alternative, Saipan Stevedore respectfully requests that the Court issue
14 and order imposing a warehouseman lien on Debtor's Containers in favor of Saipan Stevedore that
15 shall attach to Debtor's Containers until such time that all post-Petition storage fees are fully
16 satisfied, and for any other adequate protection which may be awarded; and such other relief as
17 the Court deems just and proper.

18 Dated this February 11, 2025.

19 Respectfully submitted,

20 SEMAN LAW OFFICES LLC

21 /s/ _____
22 Vincent J. Seman
23 Attorney for Saipan Stevedore, Inc.
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CERTIFICATE OF SERVICE

I hereby certify that on February 11, 2025, I caused the forgoing document to be filed with the Clerk of Court for the United States District Court for the Northern Mariana Islands, Bankruptcy Division, using the CM/ECF System. A true and correct copy of the said pleading has been served on all counsel of record via the Courts CM/ECF System.

Executed on February 11, 2025.

SEMAN LAW OFFICES LLC

/s/
Vincent J. Seman
Attorney for Saipan Stevedore, Inc.

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7 Attorneys for Saipan Stevedore Company, Inc.

8
9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE NORTHERN MARIANA ISLANDS**
11 **BANKRUPTCY DIVISION**

12 **IN RE IMPERIAL PACIFIC**
13 **INTERNATIONAL (CNMI) LLC,**

14 **Debtor and Debtor in Possession,**

15 CASE NO. 24-BK-00002
16 CHAPTER 11

17 Declaration of Lee Cabrera in Support of
18 Motion of Saipan Stevedore Company, Inc.
19 for Relief From Automatic Stay Or, In the
20 Alternative, Adequate Protection

21 I, Lee Cabrera, hereby declare, under penalty of perjury, as follows:

- 22 1. I am the General Manager for Saipan Stevedore Company, Inc. (“Saipan
23 Stevedore”).
- 24 2. Between April 7, 2020, and December 8, 2020, Saipan Stevedore received twenty-
25 eight containers consigned to Debtor (collectively, “Debtor’s Containers”).
- 26 3. Since receiving Debtor’s first container on April 7, 2020 to the Petition Date,
27 without waiver of any of its claims and rights, Saipan Stevedore had been storing
28 and securing Debtor’s Containers for the benefit of the Debtor and without any
payments from the Debtor.

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4. Since the Petition Date, without waiver of any of its claims and rights, Saipan Stevedore has continued to store and secure the Debtor's Containers for the benefit of the Debtor without any payments from the Debtor.
5. Attached as Exhibit 1 to this Declaration is a true and correct copy of the summary of post-petition storage fees incurred by Debtor, as well as the respective bill of lading for each container, of Debtor's Containers currently stored at Saipan Stevedore's storage facility.
6. For the period April 19, 2024 through January 27, 2025, Debtor has an outstanding balance of \$167,560 for storage fees and handling fees for the storage of Debtor's Containers.

Dated this January 30, 2025.

Respectfully submitted,



Lee Cabrera,
General Manager
Saipan Stevedore

**Summary of IPI unpaid STORAGE FEES
Period of April 19, 2024 to January 27, 2025**

NO.	Shipper	Consignee	Carrier	Vessel	Voy. No.	Arrival Date	BL#	CONTAINER NUMBERS	CONT. Size	Description	Commence of Storage	No. Of Days	Rate	STORAGE FEE AS OF 04.19.24 - 01.27.25 (UNPAID)	REMARKS
1	Beijing Jingmao Int'l Logistics	IPI	MELL	Kota Ratna	400W	03.27.20	HUA20039810	CAIU 8659172	40'	166 Packages Building Materials	04.19.24	284	23	\$ 6,532.00	Handling Fee PAID - OR#0237764 / Cargo remains in port.
2								CAAU 5146466	40'		04.19.24	284	23	\$ 6,532.00	
3								CAIU 4378578	40'		04.19.24	284	23	\$ 6,532.00	
4								DRYU 9507051	40'		04.19.24	284	23	\$ 6,532.00	
5								FCIU 8725185	40'		04.19.24	284	23	\$ 6,532.00	
6								FDCU 0277720	40'		04.19.24	284	23	\$ 6,532.00	
7								PCIU 8948872	40'		04.19.24	284	23	\$ 6,532.00	
8								PCIU 8980766	40'		04.19.24	284	23	\$ 6,532.00	
9								PCIU 8984191	40'		04.19.24	284	23	\$ 6,532.00	
10								PCIU 9034017	40'		04.19.24	284	23	\$ 6,532.00	
11								Beijing Jingmao Int'l Logistics	IPI		MELL	Kota Ratu	300W	04.10.20	
12								TCNU 4040711	40'		04.19.24	284	23	\$ 6,532.00	
13								PCIU 0104068	20'	1 x 20' 450 Packages of Building Materials / 2 x 40' 315 packages Sponge Board	04.19.24	284	17	\$ 4,828.00	
14								PCIU 8791696	40'		04.19.24	284	23	\$ 6,532.00	
15	Beijing Jingmao Int'l Logistics	IPI	MELL	Kota Ratu	300W	04.10.20	YTN20035793	PCIU 9281830	40'		04.19.24	284	23	\$ 6,532.00	Handling Fee PAID - OR#0237764 / Cargo remains in port.
16	Beijing Jingmao Int'l Logistics	IPI	MELL	Kota Ratna	401W	04.24.20	HUA20039925	SEGU 4103536	40'	315 Packages of Sponge Board	04.19.24	284	23	\$ 6,532.00	Handling Fee PAID - OR#0237764 / Cargo remains in port.
17								CAIU 8559044	40'		04.19.24	284	23	\$ 6,532.00	

**Summary of IPI *unpaid* STORAGE FEES
Period of April 19, 2024 to January 27, 2025**

NO.	Shipper	Consignee	Carrier	Vessel	Voy. No.	Arrival Date	BL#	CONTAINER NUMBERS	CONT. Size	Description	Commence of Storage	No. Of Days	Rate	STORAGE FEE AS OF 04.19.24 - 01.27.25 (UNPAID)	REMARKS
18	Beijing Jingmao Int'l Logistics	IPI	MELL	Kota Ratu	301W	05.07.20	SHA20028301	CRSU 1336716	20'	34 Packages of Building Materials	04.19.24	284	17	\$ 4,828.00	<i>Handling Fee PAID - OR#0237764 / Cargo remains in port.</i>
19								DRYU 2591203	20'		04.19.24	284	17	\$ 4,828.00	
20								DRYU 2626932	20'		04.19.24	284	17	\$ 4,828.00	
21	New Asia Material Co. Ltd.	IPI	MELL	Kota Ratu	301W	05.07.20	KEL20019719	PCIU 1114800	20'	856 Packages of Building Materials	04.19.24	284	17	\$ 4,828.00	<i>Handling Fee PAID - OR#0237764 / Cargo remains in port.</i>
22								TRHU 1781632	20'		04.19.24	284	17	\$ 4,828.00	
23	Beijing Jingmao Int'l Logistics	IPI	MELL	Kota Ratna	402W	05.22.20	XGG20018675	BSIU 2647631	20'	16 Packages Galvanized Square Tube	04.19.24	284	17	\$ 4,828.00	<i>Handling Fee PAID - OR#0237764 / Cargo remains in port.</i>
24	Hebei Ying Zun Trading Co. Ltd	IPI	APL	APL Saipan	0DQ4VR1PL	04.14.20	USG0140135	TEXU 8954241	40FR	ZL50CN Wheel Loader CLG6120E Vibratory Single Roller & 1 Package oversize Height:152CM, Left: 27CM & Right: 27CM	04.19.24	284	23	\$ 6,532.00	<i>Handling Fee PAID - OR#0237764 / Cargo remains in port.</i>
25								TEXU 8999375	40FR		04.19.24	284	23	\$ 6,532.00	
26	Hebei Cloud International	IPI	APL	APL Guam	0DQ5HR1PL	07.28.20	USG0147674	TGHU 0030574	20	360 Packages of Ceramic washbasin, Bath Tub	04.19.24	284	17	\$ 4,828.00	
27								ECMU 2050800	20		04.19.24	284	17	\$ 4,828.00	
28	Beijing Jingmao Int'l Logistics	IPI	APL	APL Saipan	0DQ5YR1PL	11.27.20	USG0157234	CMAU 4266159	40	777 Packages of Building Materials	04.19.24	284	23	\$ 6,532.00	
TOTAL UNPAID Storage Fees from 04.19.24 - 01.27.25														\$ 167,560.00	

Bill of Lading #: HUA20039810

Shipper: Beijing Jingmao Int'l Logistics

Consignee: Imperial Pacific International (IPI)

Carrier: Mariana Express Lines Pte Ltd (MELL)

Vessel/Voyage No.: Kota Ratna / 400W

Container No./Size: CAIU 8659172/ 40 Foot

Description: 166 Packages Building Materials

Commence of Storage: April 19, 2024

No. of Days: 284 per Container No.

Rate: \$23.00 per day

Unpaid Storage Fee Amt: (As of April 19, 2024-January 27, 2025) \$6,532.00 per 40 Foot Container

Remarks: Handling Fee PAID- OR #0237764/ Cargo remains in port.

Shipper

BEIJING JINGMAO INT'L LOGISTICS
 CO., LTD
 1F HENG TONG BUILDING, NO 1 EIGHTH
 STREET BEIJING AIRPORT LOGISTICS
 BASE

BILL OF LADING



Mariana Express Lines Pte Ltd
 (incorporated in Singapore)

CTSI LOGISTICS (SAIPAN)
 CTSI BLDG, LOWER BASE DRIVE, P.O. BOX 501937
 SAIPAN MP 96950
 T. 1-670-3221690 F. 1-670-3221692

COPY

Consignor's name and address (consignee's name and address if the goods are consigned to a named person (individual or legal entity))

IMPERIAL PACIFIC INTERNATIONAL
 (CNMI) LLC
 CPL DERENCE JACK ROAD ORCHID STREET
 GARAPAN SAIPAN NORTHERN MARIANA
 ISLAND 96950 TEL: +16705882297

Notice: Party to claim shall attach the invoice to notify
 SAME AS CONSIGNEE

Place of Receipt HUANGPU	Port of Loading HUANGPU	Bill of Lading No. HUA20039810	Way No. 400W
Vessel KOTA RATNA	Port of Discharge SAIPAN	Place of Delivery SAIPAN	No. of Bills of Lading 1 (ONE)

PARTICULARS AS DECLARED BY SHIPPER - BUT WITHOUT REPRESENTATION AND NOT ACKNOWLEDGED BY CARRIER

Marks and Nos	No. of Packages or Shipping Units	Description of Goods or Packages	Gross Weight	Measurement
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(CN)CAIU 8659172
 (SL)MEL068500 (QT)166
 (PK)PACKAGE (CW)12350

THIS CONTAINER / CARGO CONTAIN SOLID WOOD
 PACKING MATERIALS
 SHIPPER'S LOAD COUNT AND SEAL
 FREIGHT PREPAID

12350.000 KGS 40.000 CBM

N/M

1 X 40HC STC
 166 PACKAGE(S)
 BUILDING MATERIALS
 **SHUNPING ROAD SHUNYI
 DISTRICT BEIJING
 TEL +86-010-64585458

TRANSPORT TERM:CY / CY

SHIPPED ON BOARD DATE 12 Mar 2020

Name of Packaged Goods
 TOTAL ONE FORTY-FOOT HIGH CUBE ONLY



Port of Discharge
 NOTE: PL - 15846 OF D.O.
 DUE TO MISSING COPY

PORT-TO-PORT OR COMBINED TRANSPORT BILL OF LADING
 Subject to the general conditions, special conditions and other conditions indicated on the back of this bill of lading, the carrier shall be liable for the cargo as described in this bill of lading from the time it is received by the carrier at the port of loading to the time it is delivered to the consignee at the port of discharge or to the consignee's agent at the port of discharge, subject to the provisions of the relevant laws and regulations.

D.O. RECEIVED BY:
 Ben Inuwa (Signature)
 PRINTED NAME OVER SIGNATURE

SAIPAN, NORTHERN MARIANA ISLANDS 27 Mar 2020
 TO COMMERCIAL PORT OF SAIPAN
 RELEASE OF CARGO DESCRIBED HEREIN
 TO CONSIGNEE NAMED:
 CTSI LOGISTICS (SAIPAN)
 DATE:

3/18/21
 DATE 3:25 P.M.
 TIME

Bill of Lading #: SHA20028244

Shipper: Beijing Jingmao Int'l Logistics

Consignee: Imperial Pacific International (IPI)

Carrier: Mariana Express Lines Pte Ltd (MELL)

Vessel/Voyage No.: Kota Ratu / 300W

Container No./Size: CAIU 5146466/ 40 Foot
CAIU 4378578/ 40 Foot
DRYU 9507051/ 40 Foot
FCIU 8725185/ 40 Foot
FDCU 0277720/ 40 Foot
PCIU 8948872/ 40 Foot
PCIU 8980766/ 40 Foot
PCIU 8984191/ 40 Foot
PCIU 9034017/ 40 Foot
PCIU 9080619/ 40 Foot
TCNU 4040711/ 40 Foot

Description: 896 Packages Building Materials

Commence of Storage: April 19, 2024

No. of Days: 284 per Container No.

Rate: \$23.00 per day

Unpaid Storage Fee Amt: (As of April 19, 2024-January 27, 2025)

\$6,532.00 per 40 Foot Container (\$6,532.00 x 11 containers = \$71,852.00)

Remarks: Handling Fee PAID- OR #0237764/ Cargo remains in port.

Shipper :
 BEIJING JINGMAO INT'L LOGISTICS
 CO.,LTD
 1, HENGTONG BUILDING,BEIJING
 AIRPORT LOGISTICS BASE,SHUNPING
 ROAD,SHUNYI DISTRICT,BEIJING

Consignee(not negotiable unless consigned "to order" or "to order of" a named Person or "to or of bearer")
 IMPERIAL PACIFIC
 INTERNATIONAL(CNMI),LLC
 CPL DERENCE JACK ROAD ORCHID STREET
 GARAPAN SAIPAN NORTHERN MARIANA
 ISLAND 96950 TEL: +16705882297

Notify Party (No claim shall attach for failure to notify)
 SAME AS CONSIGNEE

BILL OF LADING



Mariana Express Lines Pte Ltd
 (Incorporated in Singapore)

CTSI LOGISTICS (SAIPAN)
 CTSI BLDG. LOWER BASE DRIVE, P.O. BOX 501937,
 SAIPAN MP 96950
 T: 1-670-3221690 F: 1-670-3221692

COPY

Place of Receipt SHANGHAI	Port Of Loading SHANGHAI	Bill of Lading No. SHA20028244	Voy No 300W
Vessel KOTA RATU	Port Of Discharge SAIPAN	Place of Delivery SAIPAN	No of Bills of Lading 3(THREE)

PARTICULARS AS DECLARED BY SHIPPER - BUT WITHOUT REPRESENTATION AND NOT ACKNOWLEDGED BY CARRIER

Marks and Nos	No of Pkgs or Shipping Units	Description of Goods & Pkgs	Gross Weight	Measurement
(CN)CAAU 5146466 (SL)MEL0635005 (QT)148 (PK)PACKAGE (CW)14370		SHIPPER'S LOAD, COUNT AND SEAL FREIGHT PREPAID	173990.000 KGS	702.000 CBM
(CN)CAIU 4378578 (SL)MEL0634958 (QT)93 (PK)PACKAGE (CW)14200				
(CN)DRYU 9507051 (SL)MEL0634953 (QT)10 (PK)PACKAGE (CW)12950		11 X 40HC STC 896 PACKAGE(S) BUILDING MATERIALS *		
(CN)FCIU 8725185 (SL)MEL0634959 (QT)97 (PK)PACKAGE (CW)12710		TEL:0086-010-64585458 FAX:0086-010-69479961 NOVCC:MOC-NV 08872		

TRANSPORT TERM:CY / CY

SHIPPED ON BOARD DATE:30 Mar 2020

Number of Packages(in words) TOTAL:ELEVEN FORTY-FOOT HIGH CUBES ONLY

Freight Details,Charges etc	<p>PORT-TO-PORT OR COMBINED TRANSPORT BILL OF LADING</p> <p>Received for shipment in external apparent good order and condition,unless otherwise indicated, the number of containers,packages or other customary freight units identified as "Total Number of Container/Packages received and acknowledged by the Carrier" on the face hereof subject to all the terms and conditions hereof from Place of Receipt or the Port of Loading, whichever is applicable, to Place of Delivery, or Port of Discharge whichever is applicable Weights,measurements,marks, numbers,quantity, contents and value if mentioned herein are to be considered unknown by the Carrier</p> <p>SAIPAN, NORTHERN MARIANA ISLANDS, 09 Apr 2020</p> <p>Place and date of issue _____</p>
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*applicable only when this document is used as a Combined Transport Bill of Lading

by CTSI LOGISTICS (SAIPAN)
 As Agents for and on behalf of the Carrier.
 Mariana Express Lines Pte Ltd

EXHIBIT 1

Shipper:
 BEIJING JINGMAO INT'L LOGISTICS
 CO.,LTD
 1F,HENGTONG BUILDING,BEIJING
 AIRPORT LOGISTICS BASE,SHUNPING
 ROAD,SHUNYI DISTRICT,BEIJING

Consignee(not negotiable unless consigned "to order" or "to order of" a named Person or "to or of bearer")

IMPERIAL PACIFIC
 INTERNATIONAL(CNMI),LLC
 CPL DERENCE JACK ROAD ORCHID STREET
 GARAPAN SAIPAN NORTHERN MARIANA
 ISLAND 96950 TEL: +16705882297

Notify Party:(No claim shall attach for failure to notify)
 SAME AS CONSIGNEE

BILL OF LADING



Mariana Express Lines Pte Ltd
 (Incorporated in Singapore)

CTSI LOGISTICS (SAIPAN)
 CTSI BLDG. LOWER BASE DRIVE, P.O. BOX 501937,
 SAIPAN MP 96950
 T: 1-670-3221690 F: 1-670-3221692

COPY

Place of Receipt SHANGHAI	Port Of Loading SHANGHAI	Bill of Lading No SHA20028244	Voy No 300W
Vessel KOTA RATU	Port Of Discharge SAIPAN	Place of Delivery SAIPAN	No of Bills of Lading 3(THREE)

PARTICULARS AS DECLARED BY SHIPPER - BUT WITHOUT REPRESENTATION AND NOT ACKNOWLEDGED BY CARRIER

Marks and Nos	No of Pkgs or Shipping Units	Description of Goods & Pkgs	Gross Weight	Measurement
(CN)FDCU 0277720				
(SL)MEL0634952 (QT)108				
(PK)PACKAGE (CW)14400				
(CN)PCIU 8948872				
(SL)MEL0634960 (QT)170				
(PK)PACKAGE (CW)21610				
(CN)PCIU 8980766				
(SL)MEL0635003 (QT)137				
(PK)PACKAGE (CW)13500				
(CN)PCIU 8984191				
(SL)MEL0634951 (QT)14				
(PK)PACKAGE (CW)16570				

SHIPPED ON BOARD DATE:30 Mar 2020

Number of Packages(in words) TOTAL:ELEVEN FORTY-FOOT HIGH CUBES ONLY	
-------------------------------------------------------------------------	--

Freight Details.Charges etc	PORT-TO-PORT OR COMBINED TRANSPORT BILL OF LADING Received for shipment in external apparent good order and condition unless otherwise indicated. the number of containers,packages or other customary freight units identified as "Total Number of Container Packages received and acknowledged by the Carrier" on the face hereof subject to all the terms and conditions hereof from Place of Receipt or the Port of Loading, whichever is applicable, to Place of Delivery or Port of Discharge, whichever is applicable. Weights,measurements,marks, numbers,quantity,contents and value if mentioned herein are to be considered unknown by the Carrier SAIPAN, NORTHERN MARIANA ISLANDS, 09 Apr 2020 Place and date of issue _____
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*applicable only when this document is used as a Combined Transport Bill of Lading

by CTSI LOGISTICS (SAIPAN)
 As Agents for and on behalf of the Carrier,
 Mariana Express Lines Pte Ltd

EXHIBIT 1

Shipper
 BEIJING JINGMAO INT'L LOGISTICS
 CO.,LTD
 F,HENGTONG BUILDING,BEIJING
 AIRPORT LOGISTICS BASE,SHUNPING
 ROAD,SHUNYI DISTRICT,BEIJING

Consignee(not negotiable unless consigned "to order" or "to order of" a named Person or "to or of bearer")
 IMPERIAL PACIFIC
 INTERNATIONAL(CNMI),LLC
 CPL DERENCE JACK ROAD ORCHID STREET
 GARAPAN SAIPAN NORTHERN MARIANA
 ISLAND 96950 TEL: +16705882297

Notify Party(No claim shall attach for failure to notify)
 SAME AS CONSIGNEE

BILL OF LADING



Mariana Express Lines Pte Ltd
 (Incorporated in Singapore)

CTSI LOGISTICS (SAIPAN)
 CTSI BLDG. LOWER BASE DRIVE, P.O. BOX 501937,
 SAIPAN MP 96950
 T: 1-670-3221690 F: 1-670-3221692

COPY

Place of Receipt SHANGHAI	Port Of Loading SHANGHAI	Bill of Lading No SHA20028244	Voy No 300W
Vessel KOTA RATU	Port Of Discharge SAIPAN	Place of Delivery SAIPAN	No of Bills of Lading 3(THREE)

PARTICULARS AS DECLARED BY SHIPPER - BUT WITHOUT REPRESENTATION AND NOT ACKNOWLEDGED BY CARRIER

Marks and Nos	No of Pkgs or Shipping Units	Description of Goods & Pkgs	Gross Weight	Measurement
(CN)PCIU 9034017				
(SL)MEL0635006 (QT)91				
(PK)PACKAGE (CW)22000				
(CN)PCIU 9080619				
(SL)MEL0635004 (QT)14				
(PK)PACKAGE (CW)14600				
(CN)TCNU 4040711				
(SL)MSS348451 (QT)14				
(PK)PACKAGE (CW)17080				
N/M				

SHIPPED ON BOARD DATE:30 Mar 2020

Number of Packages(in words) TOTAL:ELEVEN FORTY-FOOT HIGH CUBES ONLY

Freight Details.Charges etc	<p>PORT-TO-PORT OR COMBINED TRANSPORT BILL OF LADING</p> <p>Received for shipment in external apparent good order and condition,unless otherwise indicated, the number of containers packages or other customary freight units identified as "Total Number of Container Packages received and acknowledged by the Carrier" on the face hereof subject to all the terms and conditions hereof from Place of Receipt or the Port of Loading, whichever is applicable, to Place of Delivery, or Port of Discharge,whichever is applicable Weights,measurements,marks, numbers,quantity, contents and value if mentioned herein are to be considered unknown by the Carrier</p> <p>SAIPAN, NORTHERN MARIANA ISLANDS, 09 Apr 2020</p> <p>Place and date of issue _____</p>
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*applicable only when this document is used as a Combined Transport Bill of Lading

by CTSI LOGISTICS (SAIPAN)
 As Agents for and on behalf of the Carrier,
 Mariana Express Lines Pte Ltd

EXHIBIT 1

Bill of Lading #: YTN20035793

Shipper: Beijing Jingmao Int'l Logistics

Consignee: Imperial Pacific International (IPI)

Carrier: Mariana Express Lines Pte Ltd (MELL)

Vessel/Voyage No.: Kota Ratu / 300W

Container No./Size PCIU 0104068/ 20 Foot

 PCIU 8791696/ 40 Foot

 PCIU 9281830/ 40 Foot

Description: 1 x 20' 450 Packages of Building Materials & 2 x 40' 315 Packages of Sponge Board

Commence of Storage: April 19, 2024

No. of Days: 284 per Container No.

Rate: \$23.00 per day - PCIU 8791696/ 40 Foot

 PCIU 9281830/ 40 Foot

 \$17.00 per day - PCIU 0104068/ 20 Foot

Unpaid Storage Fee Amt: (As of April 19, 2024-January 27, 2025)

 \$6,532.00 per 40 Foot Container (\$6,532.00 x 2 containers = \$13,064.00)

 \$4,828.00 per 20 Foot Container

Remarks: Handling Fee PAID- OR #0237764/ Cargo remains in port.

Shipper
 BEIJING JINGMAO INT'L
 LOGISTICS CO.,LTD
 1F HENGTONG BUILDING,NO.1
 EIGHTH STREET,BEIJING AIRPORT
 LOGISTICS BASE,SHUNPING ROAD,*

Consignee(not negotiable unless consigned "to order" or "to order of" a named Person or "to or of
 be) (S)
 IMPERIAL PACIFIC INTERNATIONAL
 (CNMI),LLC
 CPL DERENCE JACK ROAD ORCHID
 STREET GARAPAN SAIPAN NORTHERN
 MARIANA ISLAND 96950*

Notify Party (No claim shall attach for failure to notify)
 SAME AS CONSIGNEE

BILL OF LADING



Mariana Express Lines Pte Ltd

(Incorporated in Singapore)

CTSI LOGISTICS (SAIPAN)
 CTSI BLDG. LOWER BASE DRIVE, P.O. BOX 501937,
 SAIPAN MP 96950
 T: 1-670-3221690 F: 1-670-3221692

COPY

Place of Receipt YANTIAN	Port Of Loading YANTIAN	Bill of Lading No YTN20035793	Voy No 300W
Vessel KOTA RATU	Port Of Discharge SAIPAN	Place of Delivery SAIPAN	No of Bills of Lading 3(THREE)

PARTICULARS AS DECLARED BY SHIPPER - BUT WITHOUT REPRESENTATION AND NOT ACKNOWLEDGED BY CARRIER

Marks and Nos	No of Pkgs or Shipping Units	Description of Goods & Pkgs	Gross Weight	Measurement
(CN)PCIU 0104068 (SL)MEL0665829 (QT)450 (PK)PACKAGE (CW)21880		SHIPPER'S LOAD, COUNT AND SEAL FREIGHT PREPAID	69660.000 KGS	110.080 CBM
(CN)PCIU 8791696 (SL)MEL0665902 (QT)1090 (PK)PACKAGE (CW)23630		1 X 20DC STC 450 PACKAGE(S) BUILDING MATERIALS		
(CN)PCIU 9281830 (SL)MEL0665910 (QT)1110 (PK)PACKAGE (CW)24150				
N/M		*ALSO SHIPPER SHUNYI DISTRICT,BEIJING TEL:+86-010-64585458 *ALSO CONSIGNEE TEL: +16705882297		

1/2 x 40DC

MARIANA EXPRESS LINES
DELIVERY ORDER
To: COMMERCIAL PORT OF SAIPAN
Release Cargo described herein to
Consignee named
CONSOL. TRANS. SERVICES, INC.
As Agents.
By: _____ Date: _____

SHIPPED ON BOARD DATE: 27 Mar 2020

Number of Packages(in words) TOTAL:ONE TWENTY-FOOT DRY CONTAINER AND TOTAL TWO FORTY-FOOT HIGH CUBES ONLY	PORT-TO-PORT OR COMBINED TRANSPORT BILL OF LADING Received for shipment in external apparent good order and condition, unless otherwise indicated, the number of containers, packages or other customer's freight units identified as "Total Number of Containers/Packages received and acknowledged by the Carrier" on the face hereof subject to all the terms and conditions hereof from Place of Receipt or the Port of Loading, whichever is applicable, to Place of Delivery or Port of Discharge, whichever is applicable. Weights, measurements, marks, numbers, quantity, contents and value if mentioned herein are to be considered unknown by the Carrier.
Freight Details, Charges etc FOCU 0277720 PCIU 8948872	SAIPAN, NORTHERN MARIANA ISLANDS, 09 Apr 2020 Place and date of issue _____

*applicable only when this document is used as a Combined Transport Bill of Lading

EXHIBIT 1

CTSI LOGISTICS (SAIPAN)
 by _____
 As Agents for and on behalf of the Carrier
 Mariana Express Lines Pte Ltd

TELEX RELEASE

Bill of Lading #: HUA20039925

Shipper: Beijing Jingmao Int'l Logistics

Consignee: Imperial Pacific International (IPI)

Carrier: Mariana Express Lines Pte Ltd (MELL)

Vessel/Voyage No.: Kota Ratna / 401W

Container No./Size SEGU 4103536/ 40 Foot

CAIU 8559044/ 40 Foot

Description: 315 Packages of Sponge Board

Commence of Storage: April 19, 2024

No. of Days: 284 per Container No.

Rate: \$23.00 per day

Unpaid Storage Fee Amt: (As of April 19, 2024-January 27, 2025)

\$6,532.00 per 40 Foot Container (\$6,532.00 x 2 containers = \$13,064.00)

Remarks: Handling Fee PAID- OR #0237764/ Cargo remains in port.

Shipper
 BEIJING JINGMAO INT'L LOGISTICS
 CO.,LTD
 1F HENGTONG BUILDING, NO.1 EIGHTH
 STREET, BEIJING AIRPORT LOGISTICS
 BASE, SHUNPING ROAD, SHUNYI
Consignee (not negotiable unless consigned "to order" or "to order of" a named Person or "to or of bearer")
 IMPERIAL PACIFIC INTERNATIONAL
 (CNMI),LLC
 CPL DERENCE JACK ROAD ORCHID STREET
 GARAPAN SAIPAN NORTHERN MARIANA
 ISLAND 96950 TEL: +16705882297
 Notify Party (No claim shall attach for failure to notify)
 SAME AS CONSIGNEE

BILL OF LADING



Mariana Express Lines Pte Ltd
 (Incorporated in Singapore)

CTSI LOGISTICS (SAIPAN)
 CTSI BLDG. LOWER BASE DRIVE, P.O. BOX 501937,
 SAIPAN MP 96950
 T: 1-670-3221690 F: 1-670-3221692

COPY

Place of Receipt HUANGPU	Port Of Loading HUANGPU	Bill of Lading No HUA20039925	Voy No 401W
Vessel KOTA RATNA	Port Of Discharge SAIPAN	Place of Delivery SAIPAN	No of Bills of Lading 1(ONE)

PARTICULARS AS DECLARED BY SHIPPER - BUT WITHOUT REPRESENTATION AND NOT ACKNOWLEDGED BY CARRIER

Marks and Nos	No of Pkgs or Shipping Units	Description of Goods & Pkgs	Gross Weight	Measurement
(CN)CAIU 8559044 (SL)MEL0684952 (QT)128 (PK)PACKAGE (CW)5250		THIS CONTAINER / CARGO CONTAIN SOLID WOOD PACKING MATERIALS SHIPPER'S LOAD, COUNT AND SEAL FREIGHT PREPAID	7350.000 KGS	121.110 CBM
(CN)SEGU 4103536 (SL)MEL0685007 (QT)187 (PK)PACKAGE (CW)2100				
N/M		2 X 40HC STC 315 PACKAGE(S) SPONGE BOARD **BEIJING TEL:+86-010-64585458		
TRANSPORT TERM:CY / CY				

SHIPPED ON BOARD DATE:03 Apr 2020

Number of Packages(in words) TOTAL:TWO FORTY-FOOT HIGH CUBES ONLY	
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Freight Details,Charges etc	<p>PORT-TO-PORT OR COMBINED TRANSPORT BILL OF LADING Received for shipment in external apparent good order and condition,unless otherwise indicated the number of containers,packages or other customary freight units identified as "Total Number of Container Packages received and acknowledged by the Carrier" on the face hereof subject to all the terms and conditions hereof from Place of Receipt or the Port of Loading, whichever is applicable to Place of Delivery or Port of Discharge,whichever is applicable Weights,measurements,marks numbers,quantity, contents and value if mentioned herein are to be considered unknown by the Carrier</p> <p>SAIPAN, NORTHERN MARIANA ISLANDS, 09 Apr 2020</p> <p>Place and date of issue _____</p>
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*applicable only when this document is used as a Combined Transport Bill of Lading

by CTSI LOGISTICS (SAIPAN)
 As Agents for and on behalf of the Carrier
 Mariana Express Lines Pte Ltd

EXHIBIT 1

Bill of Lading #: SHA20028301

Shipper: Beijing Jingmao Int'l Logistics

Consignee: Imperial Pacific International (IPI)

Carrier: Mariana Express Lines Pte Ltd (MELL)

Vessel/Voyage No.: Kota Ratu / 301W

Container No./Size CRSU 1336716/ 20 Foot

DRYU 2591203/ 20 Foot

DRYU 2626932/ 20 Foot

Description: 34 Packages of Building Materials

Commence of Storage: April 19, 2024

No. of Days: 284 per Container No.

Rate: \$17.00 per day

Unpaid Storage Fee Amt: (As of April 19, 2024-January 27, 2025)

\$4,828.00 per 20 Foot Container (\$4,828.00 x 3 containers = \$14,484.00)

Remarks: Handling Fee PAID- OR #0237764/ Cargo remains in port.

SHUNPING JINGMAO INT'L LOGISTICS
CO.,LTD
1F,HENGTONG BUILDING,BEIJING
AIRPORT LOGISTICS BASE,SHUNPING
ROAD,SHUNYI DISTRICT,BEIJING

Consignee(not negotiable unless consigned "to order" or "to order of" a named Person or "to or of
be
IMPERIAL PACIFIC INTERNATIONAL
(CNMI),LLC
CPL DERENCE JACK ROAD ORCHID STREET
GARAPAN SAIPAN NORTHERN MARIANA
ISLAND 96950 **

Name of Consignee (for failure to notify)

BILL OF LADING



Mariana Express Lines Pte Ltd

(Incorporated in Singapore)
CTSI LOGISTICS (SAIPAN)
CTSI BLDG. LOWER BASE DRIVE, P.O. BOX 501937,
SAIPAN MP 96950
T: 1-670-3221690 F: 1-670-3221692

COPY

Place of Origin SHANGHAI	Port Of Loading SHANGHAI	Bill of Lading No. SHA20028301	Voyage 301W
Vessel KOTA RATU	Port Of Discharge SAIPAN	Place of Delivery SAIPAN	No. of Bills of Lading 3 (THREE)

PARTICULARS AS DECLARED BY SHIPPER - BUT WITHOUT REPRESENTATION AND NOT ACKNOWLEDGED BY CARRIER

Marks and Nos	No of Pkgs or Shipping Units	Description of Goods & Pkgs	Gross Weight	Measurement
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(CN)CRSU 1336716 (SL)MEL0635132 (QT)13 (PK)PACKAGE (CW)23600		SHIPPER'S LOAD, COUNT AND SEAL FREIGHT PREPAID	68388.500 KGS	50.000 CBM
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(CN)DRYU 2591203
(SL)MEL0635133 (QT)12
(PK)PACKAGE (CW)19988.5

3 X 20DC STC
34 PACKAGE(S)
BUILDING MATERIALS

(CN)DRYU 2626932
(SL)MEL0635136 (QT)9
(PK)PACKAGE (CW)24800

N/M

*TEL:0086-010-64585458
FAX:0086-010-69179961
NOVCC:MOC-NV-08872
(TAX NO:91110113801779173Y)

**MARIANA EXPRESS LINES
DELIVERY ORDER**
To: COMMERCIAL PORT OF SAIPAN
Release Cargo described herein to
Consignee named
CONSOL. TRANS. SERVICES, INC.
As Agents.
By: _____ Date: _____

SHIPPED ON BOARD DATE:18 Apr 2020

Number of Packages(in words)
TOTAL:THREE TWENTY-FOOT DRY CONTAINERS
ONLY

Freight Details,Charges etc

PORT-TO-PORT OR COMBINED TRANSPORT BILL OF LADING
Received for shipment in external apparent good order and condition unless otherwise indicated,
the number of containers, packages or other customary freight units identified as "Total Number of
Container/Packages received and acknowledged by the Carrier" on the face hereof subject to all the
terms and conditions hereof from Place of Receipt or the Port of Loading, whichever is applicable,
to Place of Delivery or Port of Discharge, whichever is applicable. Weights, measurements, marks,
numbers, quantity, contents and value if mentioned herein are to be considered unknown
by the Carrier

SAIPAN, NORTHERN MARIANA ISLANDS, 06 May 2020

Place and date of issue _____

*applicable only when this document is used as a Combined Transport Bill of Lading

CTSI LOGISTICS (SAIPAN)
by _____
As Agents for and on behalf of the Carrier,
Mariana Express Lines Pte Ltd

TELEX RELEASE

EXHIBIT 1

Bill of Lading #: KEL20019719

Shipper: New Asia Material Co. Ltd.

Consignee: Imperial Pacific International (IPI)

Carrier: Mariana Express Lines Pte Ltd (MELL)

Vessel/Voyage No.: Kota Ratu / 301W

Container No./Size PCIU 1114800/ 20 Foot

TRHU 1781632/ 20 Foot

Description: 856 Packages of Building Materials

Commence of Storage: April 19, 2024

No. of Days: 284 per Container No.

Rate: \$17.00 per day

Unpaid Storage Fee Amt: (As of April 19, 2024-January 27, 2025)

\$4,828.00 per 20 Foot Container (\$4,828.00 x 2 containers = \$9,656.00)

Remarks: Handling Fee PAID- OR #0237764/ Cargo remains in port.

SHEN HONG ASIA MATERIAL CO., LTD.
 2F., NO. 412, SEC. 2, HUANXI RD.,
 ZHONGLI DIST., TAoyUAN CITY 320, TAIWAN
 TEL: 03-364-6000 FAX:03-364-7000

BILL OF LADING



Mariana Express Lines Pte Ltd

(Incorporated in Singapore)
 CTSI LOGISTICS (SAIPAN)
 CTSI BLDG. LOWER BASE DRIVE, P.O. BOX 501937,
 SAIPAN MP 96950
 T: 1-670-3221690 F: 1-670-3221692

COPY

Consignee (not negotiable unless consigned "to order" or "to order of" a named Person or "to or of order of")

IMPERIAL PACIFIC INTERNATIONAL
 CPL DERENCE JACK ROAD ORCHID STREET GARAPAN
 SAIPAN NORTHERN MARIANA ISLAND 96950
 ATTN: GLENN MANGLONA
 NO:21842-0002-4 TEL: +16705882297

NAME AS CONSIGNEE (for failure to notify)

Place of Origin KEELUNG, TAIWAN	Port of Loading TAOHSIUNG, TAIWAN	Bill of Lading No. KEL20019719	Voyage No. 301W
Vessel KOTA RATU	Port of Discharge SAIPAN	Place of Delivery SAIPAN	No of Bills of Lading 3 (THREE)

PARTICULARS AS DECLARED BY SHIPPER - BUT WITHOUT REPRESENTATION AND NOT ACKNOWLEDGED BY CARRIER

Marks and Nos	No of Pkgs or Shipping Units	Description of Goods & Pkgs	Gross Weight	Measurement
(CN)PCIU 1114800 (SL)PILY879918,T08A011937 (QT)256 (PK)PACKAGE (CW)17312.5		SHIPPER'S LOAD, COUNT AND SEAL SAID TO CONTAIN FREIGHT PREPAID FCL/FCL	34528.000 KGS	44.682 CBM
(CN)TRHU 1781632 (SL)PILV879967,T08A011938 (QT)600 (PK)PACKAGE (CW)17215.5		2 X 20DC STC 856 PACKAGE(S) BUILDING MATERIALS		
N/M		TRANSPORT TERM:CY / CY		

**MARIANA EXPRESS LINES
 DELIVERY ORDER**

To: COMMERCIAL PORT OF SAIPAN
 Release Cargo described herein to
 Consignee named
CONSOL. TRANS. SERVICES, INC.
 As Agents.

By: _____ Date: _____

SHIPPED ON BOARD DATE:01 May 2020

Number of Packages (in words)
TOTAL: TWO TWENTY-FOOT DRY CONTAINERS ONLY

Freight Details, Charges etc

PORT-TO-PORT OR COMBINED TRANSPORT BILL OF LADING
 Received for shipment in correct apparent good order and condition unless otherwise indicated, the number of containers, packages or other customary freight units identified as "Total Number of Containers/Packages received and acknowledged by the Carrier" on the face hereof subject to all the terms and conditions hereof from Place of Receipt or the Port of Loading, whichever is applicable, to Place of Delivery or Port of Discharge whichever is applicable. Weights, measurements, marks, numbers, quantity, contents and value if mentioned herein are to be considered unknown by the Carrier.

SAIPAN, NORTHERN MARIANA ISLANDS, 07 May 2020

Place and date of issue

*applicable only when this document is used as a Combined Transport Bill of Lading

CTSI LOGISTICS (SAIPAN)

by _____
 As Agents for and on behalf of the Carrier,
 Mariana Express Lines Pte Ltd

TELEX RELEASE ?

EXHIBIT 1

Bill of Lading #: XGG20018675

Shipper: Beijing Jingmao Int'l Logistics

Consignee: Imperial Pacific International (IPI)

Carrier: Mariana Express Lines Pte Ltd (MELL)

Vessel/Voyage No.: Kota Ratna / 402W

Container No./Size: BSIU 2647631 / 20 Foot

Description: 16 Packages of Galvanized Square Tube

Commence of Storage: April 19, 2024

No. of Days: 284 per Container No.

Rate: \$17.00 per day

Unpaid Storage Fee Amt: (As of April 19, 2024-January 27, 2025) \$4,828.00 per 20 Foot Container

Remarks: Handling Fee PAID- OR #0237764/ Cargo remains in port.

Shipper

BEIJING JINGMAO INT'L LOGISTICS
CO.,LTD
1F,HENGTONG BUILDING,BEIJING
AIRPORT LOGISTICS BASE,SHUNPING

ROAD,SHUNPING DISTRICT,
Canton (as the bill of lading is assigned "to order" or "to order of" a named Person or "to or of
bearer")

IMPERIAL PACIFIC INTERNATIONAL
CPL DERENCE JACK ROAD ORCHID STREET
GARAPAN SAIPAN NORTHERN MARIANA
ISLAND96950 TEL: +16705882297

Notify Party(No claim shall attach for failure to notify)

SAME AS CONSIGNEE

BILL OF LADING



Mariana Express Lines Pte Ltd
(Incorporated in Singapore)

CTSI LOGISTICS (SAIPAN)
CTSI BLDG. LOWER BASE DRIVE, P.O. BOX 501937,
SAIPAN MP 96950
T: 1-670-3221690 F: 1-670-3221692

COPY

Place of Receipt XINGANG	Port Of Loading XINGANG	Bill of Lading No XGG20018675	Voy No 402W
Vessel KOTA RATNA	Port Of Discharge SAIPAN	Place of Delivery SAIPAN	No. of Bills of Lading 3(THREE)

PARTICULARS AS DECLARED BY SHIPPER - BUT WITHOUT REPRESENTATION AND NOT ACKNOWLEDGED BY CARRIER

Marks and Nos	No of Pkgs or Shipping Units	Description of Goods & Pkgs	Gross Weight	Measurement
---------------	------------------------------	-----------------------------	--------------	-------------

(CN)BSIU 2647631
(SL)MEL0608590 (QT)16
(PK)PACKAGE (CW)24100

SHIPPER'S LOAD, COUNT AND SEAL
FREIGHT PREPAID

24100.000 KGS 14.500 CBM

N/M

1 X 20DC STC
16 PACKAGE(S)
GALVANIZED SQUARE TUBE
*BEIJING 101312P.R.CHINA
TEL:0086-010-64585458
FAX 0086-010-63479961

TRANSPORT TERM:CY / CY

**MARIANA EXPRESS LINES
DELIVERY ORDER**

To: COMMERCIAL PORT OF SAIPAN
Release Cargo described herein to
Consignee named
CONSOL. TRANS. SERVICES, INC.
As Agents.

By: _____ Date: _____

SHIPPED ON BOARD DATE:25 Apr 2020

Number of Packages(in words) TOTAL:ONE TWENTY-FOOT DRY CONTAINER ONLY	
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Freight Details,Charges etc	<p style="text-align: center;">PORT-TO-PORT OR COMBINED TRANSPORT BILL OF LADING</p> <p>Received for shipment in external apparent good order and condition,unless otherwise indicated the number of containers,packages or other customary freight units identified as "Total Number of Container/Packages received and acknowledged by the Carrier" on the face hereof subject to all the terms and conditions hereof from Place of Receipt or the Port of Loading, whichever is applicable, to Place of Delivery or Port of Discharge,whichever is applicable Weights,measurements,marks, numbers,quantity, contents and value if mentioned herein are to be considered unknown by the Carrier</p> <p>SAIPAN, NORTHERN MARIANA ISLANDS, 21 May 2020 Place and date of issue</p>
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*applicable only when this document is used as a Combined Transport Bill of Lading

by CTSI LOGISTICS (SAIPAN)
As Agents for and on behalf of the Carrier,
Mariana Express Lines Pte Ltd

EXHIBIT 1

TELEX RELEASE

Bill of Lading #: USG0140135

Shipper: Hebei Ying Zun Trading Co. Ltd

Consignee: Imperial Pacific International (IPI)

Carrier: American President Lines (APL)

Vessel/Voyage No.: APL Saipan / 0DQ4VR1PL

Container No./Size: TEXU 8954241/ 40 Foot Flat Rack

TEXU 8999375/ 40 Foot Flat Rack

Description: ZL50CN Wheel Loader CLG6120E Vibratory Single Roller & 1 Package oversize Height: 152CM,
Left: 27CM & Right: 27 CM

Commence of Storage: April 19, 2024

No. of Days: 284 per Container No.

Rate: \$23.00 per day

Unpaid Storage Fee Amt: (As of April 19, 2024-January 27, 2025) \$6,532.00 per 40 Foot Flat Rack
(\$6,532.00 x 2 40' Flat Rack Containers = \$13,064.00)

Remarks: Handling Fee PAID- OR #0237764/ Cargo remains in port.

EXHIBIT 1

VOYAGE NUMBER
0DQ4VR1PL
WAYBILL NUMBER
USG0140135

**COPY NON NEGOTIABLE
BILL OF LADING**



SHIPPER
 HEBEI YING ZUN TRADING CO.LTD.
 CHANGAN DISTRICT GUCHENG ROAD ,
 NO.6 SHIJIAZHUANG CITY,
 HEBEI PROVINCE,
 TGEL:0311-85339981
 USCI :911301020799744995

CONSIGNEE
 IMPERIAL PACIFIC INTERNATIONAL
 (CNMI),LLC
 CPL DERENCE JACK ROAD ORCHID
 STREET GARAPAN SAIPAN
 NORTHERN MARIANA
 ISLAND 96950 TEL: +16705882297

EXPORT REFERENCES

NOTIFY PARTY, Carrier not to be responsible for failure to notify
 IMPERIAL PACIFIC INTERNATIONAL
 (CNMI),LLC
 CPL DERENCE JACK ROAD ORCHID
 STREET GARAPAN SAIPAN
 NORTHERN MARIANA
 ISLAND 96950 TEL: +16705882297

CARRIER: APL Co. Pte Ltd
 Head Office: #14-01 The Metropolis, Tower 1
 9 North Buona Vista Drive, Singapore 138588
 Tel: (65) 6278 9000 - Fax: (65) 6278 4900

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		SHANGHAI	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
APL SAIPAN	PITI, GUAM	SAIPAN	

MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER		GROSS WEIGHT CARGO	TARE	MEASUREMENT
		SHIPPER'S LOAD	STOW AND COUNT SAID TO CONTAIN			
TEXU8954241 SEAL NULL N/M	1 x 40FF	1 PACKAGE (S)	ZL50CN WHEEL LOADER CLG6120E VIBRATORY SINGLE ROLLER Oversize - Height: 110 CM	20000.000	5130	82.920
TEXU8999375 SEAL NULL	1 x 40FF	1 PACKAGE (S)	Oversize - Height: 152 CM - Left: 27 CM - Right: 27 CM 2 X 40FF 2 PACKAGE (S) SAY TWO PACKAGE (S)	16635.000	5100	46.030

Continued on Next Sheet Sheet 1 of 2

ADDITIONAL CLAUSES

- Cargo at port is at merchant risk, expenses and responsibility
- In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be governed by the Terms and Conditions available on the APL website (<http://www.apl.com/resource-center/terms-conditions>) which the Merchant has read and accepted. The delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.
- The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidate damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.
- Demurrage and/or detention shall be calculated and paid as per general tariff available on the website www.apl.com, or in any of APL agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day. U.S. demurrage and detention conditions are billed per APL (America)'s U.S. tariff or service contracts filed with the FMC
- THC at destination payable by consignees as per line/port tariff
- Ground rent/storage/power supply/monitoring costs at port of discharge for Receiver's account [according to port rates.
- Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.
- For any amendment in BL data it has to resubmit the SI through APL website or EDI with necessary amendment as because amendment request by phone and email are not acceptable (Amendment charge applicable if amendment request comes after filed the manifest)
- For Freight and applicable charges payment at the third country- it must mention in the BL description

If the Pre-Carriage of Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 6 of this B/L.

RECEIVED by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.

In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued. In the event one of which is accomplished, the others shall be void.

PLACE AND DATE OF ISSUE PITI, GUAM 13 APR 2020

SIGNED FOR THE CARRIER APL Co. Pte Ltd
 BY APL (AMERICA) LLC
 as agents for the carrier APL Co. Pte Ltd

SIGNED FOR THE SHIPPER
 *APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED
 TRANSPORT BILL OF LADING

EXHIBIT 1



**COPY NON NEGOTIABLE
BILL OF LADING**

VOYAGE NUMBER
0DQ4VR1PL
WAYBILL NUMBER
USG0140135

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
		SHANGHAI	THREE (3)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
APL SAIPAN	PITI, GUAM	SAIPAN			
MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT
			KGS	KGS	CBM

Shipped on Board PRESIDENT TRUMAN 25-MAR-2020 APL (CHINA) CO.,
LTD SHANGHAI BRANCH As agents for the Carrier

Weight in Kgs Total: 2 CONTAINER(S) Continued From Previous Sheet Sheet 2 of 2 36635.000 10230 128.950

SHIPPERS DECLARED VALUE
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 8 OF THIS B/L

ADDITIONAL CLAUSES

field during SI submission about the third country name and payment party details with marked as- Freight Collect (Cross Payment Fee will be charged on top of freight charges and other surcharges for payment to APL at the third country)

105. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof.

PLACE AND DATE OF ISSUE PITI, GUAM 13 APR 2020 SIGNED FOR THE CARRIER APL Co. Pte Ltd
BY APL (AMERICA) LLC
as agents for the carrier APL Co. Pte Ltd

SIGNED FOR THE SHIPPER
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED
TRANSPORT BILL OF LADING

EXHIBIT 1

Bill of Lading #: USG0147674

Shipper: Hebei Cloud International

Consignee: Imperial Pacific International (IPI)

Carrier: American President Lines (APL)

Vessel/Voyage No.: APL Guam / 0DQ5HR1PL

Container No./Size: TGHU 0030574/ 20 Foot

ECMU 2050800/ 20 Foot

Description: 360 Packages of Ceramic Washbasin, Bath Tub

Commence of Storage: April 19, 2024

No. of Days: 284 per Container No.

Rate: \$17.00 per day

Unpaid Storage Fee Amt: (As of April 19, 2024-January 27, 2025) \$4,828.00 per 20 Foot Container

(\$4,828.00 x 2 containers = \$9,656.00)

Remarks: TGHU 0030574 Handling Fee NOT YET PAID, \$169.85 / Cargo Remains in Port

ECMU 2050800 Handling Fee NOT YET PAID, \$199.43 / Cargo Remains in Port

SHIPPER HEBEI CLOUD INTERNATIONAL LOGISTICS CO.,LTD ADD: ROOM 0911,BLOCK B, YUEXIANGTIANDI PLAZA, NO.700 ZHONGSHAN ROAD*	COPY NON NEGOTIABLE BILL OF LADING	VOYAGE NUMBER 0DQ5HR1PL WAYBILL NUMBER USG0147674
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CONSIGNEE IMPERIAL PACIFIC INTERNATIONAL (CNMI), LLC ADDRESS: CPL DERENCE JACK ROAD ORCHID STREET, GARAPAN, SAIPAN, MP96950**	EXPORT REFERENCES <div style="text-align: center; margin-top: 20px;">  </div>
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NOTIFY PARTY , Carrier not to be responsible for failure to notify PACIFIC SHIPPING CORPORATION ADDRESS: P.O. BOX 7296 SVRB, SAIPAN, MP96950 670-284-6998	CARRIER: APL Co. Pte Ltd Head Office: #14-01 The Metropolis, Tower 1 9 North Buona Vista Drive, Singapore 138588 Tel: (65) 6278 9000 - Fax: (65) 6278 4900
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PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		PITI, GUAM	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
APL GUAM	BUSAN, KOREA	SAIPAN	

MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT
			KGS	KGS	CBM
TGHU0030574 SEAL P5012486 N/M	1 x 20ST	12 PACKAGE(S) CERAMIC WASHBASIN BATHTUB .*, SHIJIAZHUANG CITY, .*HEBEI, CHINA .**TEL: 16705882297	1176.000	2250	19.140
ECMU2050800 SEAL P5020753 N/M	1 x 20ST	348 PACKAGE(S) CERAMIC WASHBASIN BATHTUB .*, SHIJIAZHUANG CITY, .*HEBEI, CHINA .**TEL: 16705882297	2523.000	2230	24.290
FREIGHT COLLECT					
2 X 20ST 360 PACKAGE(S) SAY THREE HUNDRED SIXTY PACKAGE(S)					

Continued on Next Sheet Sheet 1 of 2

ADDITIONAL CLAUSES

1. Cargo at port is at merchant risk, expenses and responsibility

104. In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be governed by the Terms and Conditions available on the APL website (<http://www.apl.com/resource-center/terms-conditions>) which the Merchant has read and accepted. The delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.

11. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidate damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.

14. Demurrage and/or detention shall be calculated and paid as per general tariff available on the website www.apl.com, or in any of APL agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day. U.S. demurrage and detention conditions are billed per APL (America)'s U.S. tariff or service contracts filed with the FMC

2. THC at destination payable by consignees as per line/port tariff

3. Ground rent/storages/power supply/monitoring costs at port of discharge for Receiver's account according to port rates.

4. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.

5. For any amendment in BL data it has to resubmit the SI through APL website or EDI with necessary amendment as because amendment request by phone and email are not acceptable (Amendment charge applicable if amendment request comes after filed the manifest)

16. For Freight and applicable charges payment at the third country- it must mention in the BL description

If the Pre-Carriage of Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 6 of this B/L.

RECEIVED by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.

In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued. In the event one of which is accomplished, the others shall be void.

PLACE AND DATE OF ISSUE	BUSAN, KOREA	20 JUL 2020	SIGNED FOR THE CARRIER APL Co. Pte Ltd BY APL (AMERICA) LLC as agents for the carrier APL Co. Pte Ltd
SIGNED FOR THE SHIPPER			<div style="font-size: 2em; font-weight: bold; margin: 0;">EXHIBIT 1</div>
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING			



**COPY NON NEGOTIABLE
BILL OF LADING**

VOYAGE NUMBER
0DQ5HR1PL
WAYBILL NUMBER
USG0147674

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		PITI, GUAM	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
APL GUAM	BUSAN, KOREA	SAIPAN	

MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT
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DISCHARGE PORT AGENT:
NORTON LILLY INTERNATIONAL INC.
GROUND FLOOR CPA BUILDING
COMMERCIAL PORT OF SAIPAN

SAIPAN
NORTHERN MARIANA ISLAND

KGS KGS CBM

Shipped on Board CMA CGM TANCREDI 12-JUL-2020 CMA CGM SHENZHEN
As agents for the Carrier

Weight in Kgs Total: 2 CONTAINER(S) Continued From Previous Sheet Sheet 2 of 2 3699.000 4480 43.430

SHIPPERS DECLARED VALUE
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 8 OF THIS B/L

ADDITIONAL CLAUSES

field during SI submission about the third country name and payment party details with marked as- Freight Collect (Cross Payment Fee will be charged on top of freight charges and other surcharges for payment to APL at the third country)

105. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof

PLACE AND DATE OF ISSUE BUSAN, KOREA 20 JUL 2020

SIGNED FOR THE CARRIER APL Co. Pte Ltd
BY APL (AMERICA) LLC
as agents for the carrier APL Co. Pte Ltd

EXHIBIT 1

SIGNED FOR THE SHIPPER
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED
TRANSPORT BILL OF LADING

Bill of Lading #: USG0157234

Shipper: Beijing Jingmao Int'l Logistics

Consignee: Imperial Pacific International (IPI)

Carrier: American President Lines (APL)

Vessel/Voyage No.: APL Saipan / 0DQ5YR1PL

Container No./Size: CMAU 4266159 / 40 Foot Container

Description: 777 Packages of Building Materials

Commence of Storage: April 19, 2024


No. of Days: 284 per Container No.

Rate: \$23.00 per day

Unpaid Storage Fee Amt: (As of April 19, 2024-January 27, 2025) \$6,532.00 per 40 Foot Container

Remarks: Handling Fee NOT YET PAID, \$299.45 / Cargo Remains in Port

SHIPPER BEIJING JINGMAO INT'L LOGISTICS CO., LTD ADD:1F, HENG TONG BUILDING, BEIJING AIRPORT LOGISTICS BASE, SHUNPING ROAD, SHUNYI DISTRICT, BEIJING 101312 P.R.CHINA*	COPY NON NEGOTIABLE BILL OF LADING	VOYAGE NUMBER 0DQ5YR1PL WAYBILL NUMBER USG0157234
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CONSIGNEE IMPERIAL PACIFIC INTERNATIONAL (CNMI), LLC 4F, BANK OF GUAM GARAPAN, SAIPAN CNMI MP 96950 SAIPAN TEL: +16705882297	EXPORT REFERENCES <div style="text-align: center; margin: 20px 0;">  </div> CARRIER: APL Co. Pte Ltd Head Office: #14-01 The Metropolis, Tower 1 9 North Buona Vista Drive, Singapore 138588 Tel: (65) 6278 9000 - Fax: (65) 6278 4900
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PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		GUANGZHOU	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
APL SAIPAN	BUSAN, KOREA	SAIPAN	

MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT
			KGS	KGS	CBM
CMAU4266159 SEAL P7825772 N/M	1 x 40HC	777 PACKAGE(S) BUILDING MATERIALS FREIGHT PREPAID * TEL: 8610-64585455/56/57/58/59 FAX: 8610-69479961 1 X 40HC 777 PACKAGE(S) SAY SEVEN HUNDRED SEVENTY-SEVEN PACKAGE(S)	21320.000	3860	40.000
Shipped on Board NAN GANG 19 23-OCT-2020 CMA CGM GUANGZHOU As agents for the Carrier					
Weight in Kgs Total: 1 CONTAINER(S) Sheet 1 of 2 21320.000 3860 40.000					
SHIPPERS DECLARED VALUE SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 8 OF THIS B/L					

ADDITIONAL CLAUSES

1. Cargo at port is at merchant risk, expenses and responsibility

104. In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be governed by the Terms and Conditions available on the APL website (http://www.apl.com) which the Merchant has read and accepted. The delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.

11. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidate damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.

14. Demurrage and/or detention shall be calculated and paid as per general tariff available on the web site www.apl.com, or in any of APL agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day. U.S. demurrage and detention conditions are billed per APL (America)'s U.S. tariff or service contracts filed with the FMC

2. THC at destination payable by consignees as per line/port tariff

3. Ground rent/storages/power supply/monitoring costs at port of discharge for Receiver's account according to port rates.

4. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.

5. For any amendment in BL data it has to resubmit the SI through APL website or EDI with necessary amendment as because amendment request by phone and email are not acceptable (Amendment charge applicable if amendment request comes after filed the manifest)

6. For Freight and applicable charges payment at the third country- it must mention in the BL description

If the Pre-Carriage of Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 6 of this B/L.

RECEIVED by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.

In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued. In the event one of which is accomplished, the others shall be void.

PLACE AND DATE OF ISSUE BUSAN, KOREA 21 NOV 2020	SIGNED FOR THE CARRIER APL Co. Pte Ltd BY AMERICAN PRESIDENT LINES LLC as agents for the carrier APL Co. Pte Ltd	<h1 style="margin: 0;">EXHIBIT 1</h1>
SIGNED FOR THE SHIPPER *APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING		



**COPY NON NEGOTIABLE
BILL OF LADING**

VOYAGE NUMBER 0DQ5YR1PL
WAYBILL NUMBER USG0157234

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		GUANGZHOU	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
APL SAIPAN	BUSAN, KOREA	SAIPAN	
MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO TARE MEASUREMENT
Sheet 2 of 2			

ADDITIONAL CLAUSES

field during SI submission about the third country name and payment party details with marked as- Freight Collect (Cross Payment Fee will be charged on top of freight charges and other surcharges for payment to APL at the third country)

105. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof

PLACE AND DATE OF ISSUE BUSAN, KOREA 21 NOV 2020

SIGNED FOR THE CARRIER APL Co. Pte Ltd
BY AMERICAN PRESIDENT LINES LLC
as agents for the carrier APL Co. Pte Ltd

SIGNED FOR THE SHIPPER
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED
TRANSPORT BILL OF LADING

EXHIBIT 1

1 VINCENT J. SEMAN
2 SEMAN LAW OFFICES, LLC
3 P.O. Box 10001 PMB 168
4 Saipan, MP 96950
5 Telephone: (670) 323-2115
6 E-mail: vjseman@semanlaw.com

7 Attorneys for Saipan Stevedore Company, Inc.

8
9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE NORTHERN MARIANA ISLANDS**
11 **BANKRUPTCY DIVISION**

12 **IN RE IMPERIAL PACIFIC**
13 **INTERNATIONAL (CNMI) LLC,**

14 **Debtor and Debtor in Possession,**

15 CASE NO. 24-BK-00002
16 CHAPTER 11

17 Declaration of Vincent Seman in Support of
18 Motion of Saipan Stevedore Company, Inc.
19 for Relief From Automatic Stay Or, In the
20 Alternative, Adequate Protection

21 I, Vincent Seman, hereby declare, under penalty of perjury, as follows:

- 22 1. I am the attorney for Saipan Stevedore Company, Inc. (“Saipan Stevedore”) in this
23 matter.
- 24 2. On December 13, 2024, at the Status Conference and Hearing, on behalf of Saipan
25 Stevedore, I advised the Court and other parties of the existence of Debtor’s twenty-
26 eight containers (collectively, “Debtor’s Containers”) currently stored at Saipan
27 Stevedore’s storage facility and the need for Debtor to remove and secure Debtor’s
28 Containers.
3. On December 19, 2024, on behalf of Saipan Stevedore, I emailed all counsels who
have made appearances in this matter, reiterating the need to remove Debtor’s

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Containers from Saipan Stevedore’s storage facility, as well as post-petition compensation for the post-petition storage of the IPI Containers.

- 4. Since the Status Conference and Hearing on December 13, 2024, I have not received any request from the Debtor or any of its agents, attorneys, or other representatives, or any other party to this matter, to release and retrieve Debtor’s Containers from Saipan Stevedore.

- 5. Since the Status Conference and Hearing on December 13, 2024, I have not received any request from the Debtor or any of its agents, attorneys, or other representatives, or any other party to this matter, to inspect and/or appraise the value of the contents of Debtor’s Containers.

Dated this February 11, 2025.

Respectfully submitted,

/s _____
Vincent Seman,
Attorney for
Saipan Stevedore, Inc.



Vincent Seman <vjseman@semanlaw.com>

IPI's 28 containers stored by Saipan Stevedore, Inc.

Vincent Seman <vjseman@semanlaw.com>

Thu, Dec 19, 2024 at 1:28 PM

To: Chuck Choi <cchoi@hibklaw.com>, "Verbrugge, Neil (USTP)" <neil.verbrugge@usdoj.gov>, Charles McDonald <charles@mcdonald.law>, "Ordubegian, Aram" <aram.ordubegian@afslaw.com>
Cc: Howyo Chi <howyodoing@gmail.com>, Allison Ito <aito@hibklaw.com>, MICHAEL CHEN <michael@michaelchenlaw.com>, Michael White <mwhitespn@yahoo.com>, Martin Wright <martin@clearmanagementgroup.com>, Tim Shepherd <tim@clearmanagementgroup.com>, "Wong, Christopher K.S." <christopher.wong@afslaw.com>, "Sophia R. Wang" <sophia.wang@afslaw.com>, "GREGORY, Matthew T." <matt@gregoryfirm.com>, raypatricia@yahoo.com, nongzong@mail.com, Robert Glass <robby_glass@cnmioag.org>, Dustin Rollins <dustin_rollins@cnmioag.org>, Michael Dotts <mdotts@dottslaw.law>, Richard Miller <RMiller@pacificlawyers.law>, "Song, Charles C - SOL" <Song.Charles.C@dol.gov>, Colin Thompson <cmtlaw@live.com>, "Stephen J. Nutting (stephen_nutting@yahoo.com)" <stephen_nutting@yahoo.com>, "Joey P. San Nicolas" <jpsn@sannicolaslaw.net>, "Bogen, Hannah" <hannah.bogen@hugheshubbard.com>, Samuel Salyer <samuel.salyer@hugheshubbard.com>, Aaron Halegua <aaron.halegua@gmail.com>

Dear All:

At the last status conference held on December 13th, I raised the issue of the 28 shipping containers that have been sitting in storage with my client, Saipan Stevedore, since as early as April 2020. I am hoping we can all come to some resolution to address these containers. Our priority is to get them out of my client's property and be compensated for the post-petition storage costs. It is DIP's obligation to safekeep all its assets, including the said containers. Equally, in all the creditors' interests, they should account for and include these assets in any sale that will ultimately benefit them.

Please let me know if you have any questions.

Sincerely

Vincent J. Seman



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Saipan, MP 96950
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EXHIBIT 1