CLAIM SUMMARY / DETERMINATION FORM

Date	: 3/14/2011
Claim Number	: N08057-021
Claimant	: Shell Trading (US) Company (STUSCO)
Type of Claimant	: Corporate (US)
Type of Claim	: Loss of Profits and Earning Capacity
Claim Manager	: [redacted]
Amount Requested	: $492,976.00

Facts

In the early morning hours of July 23, 2008, at approximately 0130, the tank barge DM 932, an unmanned, non-self propelled, double hull, steel tank barge, bearing official number 546058, sank as a result of a collision with M/T TINTOMARA and discharged approximately 282,828 gallons of oil into the Mississippi River, a navigable waterway of the United States. The FOSC Unified Command (FOSC/UC) initially closed the river to vessel traffic to conduct removal actions and later managed and restricted vessel traffic when the river reopened until cleanup was complete.

Responsible Party

American Commercial Lines LLC (ACL) owned the barge at the time of the incident and is a responsible party (RP) under the Oil Pollution Act.

Claimant

The claimant, Shell Trading (U.S.) company (STUSCO), is the energy trading subsidiary of Royal Dutch Shell. At the time of the discharge it chartered various vessels, tugs, and barges to move petroleum products between various facilities along the Gulf Coast Intracoastal Waterway, the Mississippi River and the coast of Florida. STUSCO asserts that the vessels listed below were delayed due to the discharge, and that the delays resulted in a loss of profits: (1) M/V CAPT. HAGEN and Barge KEY WEST, (2) the M/V JOHNNY JAMES and Barges KIRBY 28740T and KIRBY 30701, (3) the M/V BILLY VERDIN and Barges WEB 242 and WEB 250, (4) the M/T OVERSEAS NEW YORK, and (5) the M/T ANASAZI.

Claim Description

The claim was presented to the Oil Spill Liability Trust Fund (OSLTF or the Fund) on May 5, 2009, by STUSCO's attorney, [redacted] for the above-noted five vessel delays. STUSCO seeks alleged lost profits totaling $492,976.00 for these delays. The claim, N08057-021, includes information on these vessels and each will be discussed and analyzed below.

STUSCO presented this claim to the RP[1] in accordance with 33 U.S.C. 2713(a). The RP acknowledged presentation of this claim by issuing its determination to deny the claim to the Claimant.[2]

[1] Letter to Worley Catastrophe Response, LLC from Liskow & Lewis, dated December 9, 2008
[2] Worley Catastrophe Response Determination dated March 10, 2009.

APPLICABLE LAW:

Each responsible party for a vessel or facility from which oil is discharged, or which poses a substantial threat of a discharge into navigable waters, is liable for the removal costs and damages resulting from such incident. 33 U.S.C. § 2702(a). Damages include damages equal to the loss of profits or impairment of earning capacity due to the injury, destruction, or loss of real property, personal property or natural resources, which shall be recoverable by any claimant. 33 U.S.C. §2702(b)(2)(E).

Congress directed the President to promulgate regulations "for the presentation, filing, processing, settlement, and adjudication of claims…" 33 U.S.C. §2713(e). Those regulations are found at 33 CFR Part 136.

The Fund shall be available to the President for the payment of uncompensated removal costs determined by the President to be consistent with the National Contingency Plan or uncompensated damages. 33 U.S.C. §2712(4).

All claims for removal costs or damages shall be presented first to the responsible party or guarantor of the source designated under section 2714(a) of this title. 33 U.S.C. §2713(a). If a claim is presented in accordance with subsection (a) of this section and the claim is not settled by any person by payment within 90 days after the date upon which the claim was presented, the claimant may commence an action in court against the responsible party or guarantor or present the claim to the Fund. 33 US.C. §2713(c).

Damage claims must be presented within 3 years after the date on which the injury and its connection with the discharge in question were reasonably discoverable with the exercise of due care. 33U.S.C. §2712(h)(2).

Under 33 CFR 136.105(a) and 136.105(e)(6), the claimant bears the burden of providing to the NPFC, all evidence, information, and documentation deemed necessary by the Director, NPFC, to support the claim.

With regard to claims for loss of profits and impairment of earning capacity, the NPFC must independently determine that the proof criteria in OPA and the implementing regulations, at 33 CFR Part 136, are met, including the general provisions of 33 CFR 136.105, and the specific requirements for loss of profits and earning capacity claims in Subpart C, 33 CFR 136.231, et seq.

Pursuant to the provisions of 33 CFR 136.231, claims for loss of profits or impairment of earning capacity due to injury to, destruction of, or loss of real or personal property or natural resources may be presented to the Fund by the claimant sustaining the loss or impairment.

"In addition to the requirements of Subparts A and B of this part, a claimant must establish the following—

(a) That real or personal property or natural resources have been injured, destroyed, or lost.

(b) That the claimant's income was reduced as a consequence of injury to, destruction of, or loss of the property or natural resources, and the amount of that reduction.
(c) The amount of the claimant's profits or earnings in comparable periods and during the period when the claimed loss or impairment was suffered, as established by income tax returns, financial statements, and similar documents. In addition, comparative figures for profits or earnings for the same or similar activities outside of the area affected by the incident also must be established.
(d) Whether alternative employment or business was available and undertaken and, if so, the amount of income received. All income that a claimant receives as a result of the incident must be clearly indicated and any saved overhead and other normal expenses not incurred as a result of the incident must be established." 33 CFR 136.233 (a) – (d).

The compensable amount is limited to the actual net reduction or loss of earnings and profits suffered. Calculations for net reductions or losses must clearly reflect adjustments for the following: all income resulting from the incident; all income from alternative employment or business undertaken; potential income from alternative employment or business not undertaken, but reasonably available; any saved overhead or normal business expenses not incurred as a result of the incident; and state, local, and Federal tax savings. 33 CFR 136.235 (a) – (e).

<u>Claimant's Analysis of its Claim</u>

M/V Capt. Hagan/Barge Key West - $97,325.00

The claimant alleges that it incurred a loss of profits of $97,325.00 for the tug M/V CAPT. HAGEN and the barge Key West because the vessels were delayed for 4.25 days due to the closure of the Mississippi River.

At the time of the spill, the barge *Key West* and the M/V *Capt. Hagen* were under time charter to STUSCO from Penn Maritime. The time charter, executed on January 1, 2007, for three years, provided that the rate for these vessels was $22,900.00 per day for any part of a day, from the time and date of the vessel's delivery to the Charterer until the time and date of her redelivery to the Owners.[3]

From April 1, 2008, to September 30, 2008, these vessels were scheduled to make deliveries of fuel oil from New Orleans (St. Rose) to Florida Power and Light at their Florida facilities. The schedule was to make three deliveries every month, which typically took the entire month unless one of the trips was to Tampa, which took about 4 days less than a delivery to Port Everglades, on the East Coast of Florida. The steaming time for Voyage 31, the voyage that is the subject of this claim, was 7.55 days.[4] The vessels arrived at Southwest Pass on July 24, 2008 at 1430 and departed South West Pass Anchorage to Belle Chase Anchorage at 2025 on July 28, 2008. Thusly, Claimant alleges 4.25 days of delay and argues that its loss of profits is $97,325.00 (4.25 days x $22,900).

Subsequent to an August 19, 2008 teleconference with the NPFC, claimant submitted a second theory for its loss of profits for the M/V CAPT HAGEN and its barge KEY WEST, which it now alleges is $107,724.00. Claimant explains that the historical cost per barrel (bbl) of oil for this voyage is $3.222. Taking into account the extra time and fuel related to the delay, the costs

[3] Addendum Number One, dated November 17, 2006
[4] Time Charter voyage Report

increased to \$4.022/bbl. This \$0.80/bbl x the 134,655 bbls carried on Voyage 31 calculates to \$107,724.00.[5]

M/V Johnny James / Barges Kirby 28740T and Kirby 30701 - \$29,305.00

Claimant alleges that it suffered a loss of profits totaling \$29,305.00 due to the delay of 3.82 days following the oil spill. STUSCO executed a Charter Order, along with a Contract of Affreightment (COA) with Kirby Inland Marine, LP, on May 1, 2008, for a one year term. Under the terms of this COA the daily rate for the vessels was \$7,750.00 or pro rata thereof. This Charter Order and COA were applicable to the M/V JOHNNY JAMES and Barges KIRBY 28740T and KIRBY 30701. The Kirby vessels were chartered to transport fuel oil from the Motiva Convent refinery to the discharge dock at IMTT Gretna.

The trip allegedly im[redacted] Trip Number 1306561. The trip logs for this trip and affidavit executed by [redacted] reflect that the vessels arrived at IMTT at 2300 hours on July 22 and finished discharging at 0500 hours on July 24.[7] Due to the spill, the tow was unable to leave the IMTT dock until July 28, at which time the barges were taken to a cleaning facility near the Murphy Oil refinery in Meraux, Louisiana. The Coast Guard cleared the vessels at 1130 hours on July 31 and Claimant states the charter from Kirby officially ended at that time. The entire charter lasted 10.28 days; delay time related to the spill was 7.27 days. According to the Kirby invoice to STUSCO, Kirby credited STUSCO with 3.45 days of charter hire. Claimant calculates the loss of profits at \$29,605.00(7.27 days x \$22,900.00).

Subsequent to an August 19, 2010, teleconference with the NPFC Claimant provided additional information regarding the Kirby inland tow-barges. These barges are part of STUSCO's inland charter fleet. STUSCO sometimes spot charters vessels from Kirby Marine and others (including Blessy) when its own charter fleet cannot accommodate all delivery services. Claimant explains that STUSCO quarterly consults with Kirby to determine a spot market rate on a per barrel of cargo basis for voyages between specific geographic points. STUSCO then uses this spot market rate as the multiplier and benchmark for calculation of charges booked internally to various Shell entities for cargo delivery services. Thus, when a particular voyage results in a cost per gallon greater than the spot market rate, the increase represents an extra expense to STUSCO and a corresponding loss of profits.[8]

M/V Billy Verdin and Barges WEB 242 and WEB 250 - \$35,260.00

Claimant alleges that it suffered a loss of profits totaling \$35,260.00 due to a 5.38-day delay for these vessels. At the time of the spill the M/V BILLY VERDIN and Barges WEB 242 and WEB 250 were under a barging agreement with Blessy Marine Services. The daily charter rate for the vessels is \$6,554.00 per day plus fuel.[9]

Claimant provided Captain's Log for Trip BV-07-08-6 reflecting that these vessels were standing by at Bayou Fleet waiting for orders to proceed to IMTT Gretna to discharge their cargo at 0001 on July 23, 2008. Beginning at 0500 on July 23, 2008 and continuing to 1415 hours on July 28, 2008, the tug and tow were unable to depart Bayou Fleet for IMTT Gretna. As a consequence of the spill and river closure STUSCO asserts that it incurred an extra 5.38 days of charter hire at \$6,554.00 per day for a total added cost of \$35,260.00. Claimant also states that the vessels

[5] Em[redacted]ted September 30, 2010
[6] Mr. [redacted] Affidavit
[7] Kirby Inland Marine, LP Trip Logs
[8] Email from Mr. [redacted] dated September 29, 2010
[9] Charter Order, dated July 1, 2006 through June 30, 2009

consumed additional fuel during the delay period and additional fuel charges but has not made a claim for that fuel.

Subsequent to an August 19, 2010, teleconference with the NPFC, Claimant amended its calculation for the loss of profits for these vessels and this voyage, which is identified as Trip #155831. Claimant explained that the cargo was delivered from Motiva, Convent to Mt. Airy and Gretna. The daily charter rate was $6,392.00[10] and the total cargo carried was 42,240.58 barrels. Similar to the quarterly spot market rate utilized for the JOHNNY JAMES vessels. Kirby determined the spot market rate for these geographic points was $0.79/barrel.[11]

Claimant compares the total trip cost/bbl basis by deducting the load times at Motiva, Convent and discharge times at Mt. Airy because this portion of the voyage was completed prior to the Mississippi River closure on July 23, 2008. The total Blessy charge for the voyage was $73,429.05 for the total trip. Deducting $10,099.36 for the Motiva Convent load and Mt. Airy discharge costs, STUSCO calculated the cost /bbl for the trip from Mt. Airy to Gretna to be $1.50 per barrel ($63,329.69 ÷ 42,240.58). Since the spot market rate per barrel was quoted to be $0.79/bbl, Claimant asserts the loss of profits for this trip is $29,959.63 or ($0.71/bbl).

Additional Spot Charters

In an email from Mr. [redacted] dated, August 17, 2010 which included the Black Oil Schedules, Mr. Leefe states that additional liftings also had to be covered during the Mississippi River closure:

1. Saint Rose to Norco – 250,000 bbls (5 tows) of VGO – load window 7/18 to 8/8. Had to spot in a tow to make 1 of these liftings because neither the Kirby nor Web barges were available and Norco needed VGO.
2. Murphy, Meraux to Gretna #6 oil load date 7/25 to 7/27.
3. Motiva, Convent to Gretna H-oil load date 7/26.

M/T Overseas New York - $143,941.00

Claimant alleges that while enroute to Norco on Trip Number 152216, it suffered a loss of profits in the amount of $143,941.00 due to a delay of 3.23 days following the oil spill. At the time of the spill, the M/T OVERSEAS NEW YORK was under time charter to STUSCO with the owner of the vessel, OSG Product Tankers LLC of New York, New York, at a daily charter rate of $42,500.00 per day, and pro rata for any part of a day.[12] The charter was executed on October 26, 2005 and was for a three year period, plus or minus 30 days in the Charterers' option, with the option to extend the charter. The vessel worked a standard round trip schedule between Norco, Louisiana and Port Everglades, Florida. Claimant contends that when one voyage ended the next voyage began and there was no downtime between voyages.

According to the Statement of Facts, and a Statement of Delays executed by the Captain, Bernard Kager, the M/T OVERSEAS NEW YORK was delayed from 0418 hours on July 23, 2008 to 0624 on July 25, 2008 awaiting U.S. Coast Guard clearance to proceed. It was also delayed from 0918 hours on July 25, 2008 to 1042 hours on July 26, 2008 for hull cleaning. Finally, it was delayed from 1042 on July 26, 2008 to 1248 for a final U.S. Coast Guard

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[10] This daily charter rate differs from the terms of the barging agreement.
[11] Trip #155831 document
[12] Time Charter Party, dated October 26, 2005

clearance to proceed. These delays totaled 77.6 hours or 3.23 days. Claimant calculates the delay time to be $137,275.00 (3.23 days x $42,500.00/day).[13] [14]

The claimant also asserts that it consumed an additional 8.16 metric tons (mt) of fuel at a cost of $752.00/mt or $6,136.00 and 0.42mt of marine gas oil at a cost of $1,262.00/mt or $530.00. Thus total loss of profits is $143,941.00.[15]

M/T Anasazi - $186,845.00

Claimant alleges that it suffered a loss of profits in the amount of $186,845.00 when the M/T ANASAZI was delayed 4.21 days following the oil spill. This amount includes additional charter time plus additional bunker costs in the amount of $39,600.00 for fuel consumed during the delay. At the time of the spill, the M/T ANASAZI was under time charter to STUSCO with AHL Shipping Company, a Delaware Corporation of San Antonio, TX at daily charter rate of $34,927.00 per day, and pro rata for any part of a day.[16]The charter, which was in direct continuation of an existing charter, commenced on April 1, 2006 for a period of 43 month plus or minus 30 days in Charterers' option. The vessel worked a standard round trip schedule between Norco, Louisiana and Tampa Florida. Claimant contends that when one voyage ended, the next voyage began and there was no downtime between voyages.

The vessel was delayed while enroute to the Motiva refinery in Norco, Louisiana.[17] The Time Log for AHL Voyage #440 reflects that the vessel arrived at the sea buoy at 0924 on July 23, 2008 and tendered its Notice of Readiness (NOR). According to the Master's Statement in an e-mail dated August 7, 2008, the vessel's anchor was down at Boothville at 1259 on July 23, 2008 and the vessel was anchor aweigh at Boothville at 1808 on July 28, 2008 for total delay of 4.21 days.[18] Claimant argues that the loss of profits due to the delay is $147,245.00 (4.21 days x $34,975/day).[19]

The Claimant also asserts that it consumed an additional 60 mt of fuel oil which was consumed during the delay at a cost of $660.00/mt or $39,600.00.[20]

The NPFC analyses of the Five Vessel Delay Claims Below:

M/V Capt Hagen and Barge Key West

STUSCO amended a time charter with Penn Maritime, owner of the vessels, for a three-year extension from January 1, 2007 through December 31, 2009 at a daily rate of $22,900.00 per day. At the time of the discharge STUSCO was obligated to pay this daily rate every day for the three-year time period without exception. STUSCO provided no evidence to establish that there was a loss of profits based on the time charter because the 4.25-day delay did not affect the amount of money owed by STUSCO to Penn Maritime. Claimant provided the Black Oil Schedules for the dates surrounding the oil spill for the M/V CAPT HAGEN and barge KEY WEST[21] to evidence that the tug and tow would have provided additional delivery services if

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[13] Statement of Delays
[14] Statement of Facts
[15] Marine Fuels Sales Tax Invoice
[16] Time Charter Party, dated April 27, 2006
[17] State of Texas, County of Harris, [redacted] Affidavit
[18] AHL Shipping Company Voyage #440 dated July 23, 2008. See comments for the reasons for cargo delays, protests, etc., with explanation.
[19] Summary of Damages Resulting from July 23, 2008 Oil Spill.
[20] Marine Fuels Sales Invoice
[21] Black Oil Schedules

there had been no delay. However, it is unclear that any additional deliveries could have been completed in light of the fact that the CAPT HAGEN and the barge KEY WEST were delayed for 4.25 days when the typical steaming time for one voyage is approximately 7.5 days.

As noted above, after a teleconference on August 19, 2010, between the NPFC and the Claimant, STUSCO submitted an alternate theory for reimbursement of its alleged loss of profits after the August 19, 2010 teleconference with the NPFC. Claimant now bases its alleged loss of profits on an increased delivery cost/barrel of fuel at $0.80/bbl. Claimant also explains that the historical cost/bbl for this voyage has been $3.222/bbl and the cost increased to $4.222/bbl because of the delay. The freight carried on this voyage was 134,655 barrels of oil and STUSCO calculated a loss of $107,724.00.

Claimant explained that the cost/bbl calculation is used internally when billing various Shell entities for the delivery services; however there is no evidence in the claimant's submission reflecting that the delay and the alleged increase in cost per barrel has resulted in a loss of profits for the claimant.

Claimant has not established that it suffered a loss of profits due to the delay. Thus, the alleged loss of profits of $97,325.00 based on the time charter is denied, along with the alleged loss of $107,724.00 based on the cost per barrel.

M/V Johnny James and Barges Kirby 28740T and Kirby 30701

STUSCO executed a Contract of Affreightment (COA) with Kirby Inland Marine, which was amended on May 1, 2008. This COA provides for a daily rate of $7,750 per day plus all fuel costs. At the time of the discharge, STUSCO was obligated to pay Kirby Inland Marine under the terms of this COA.

The Claimant argues that the entire charter lasted 10.28 days, of which 7.27 days (0500 hours on July 24 through 1130 hours on July 31) constituted extra time due entirely to the spill. As reflected on the Kirby invoice to STUSCO, Kirby gave a charter hire credit of 3.45 days.

Thus, the extra cost to STUSCO as a result of the spill, $29,605.00, represents 3.82 days (7.27 days less 3.45 days) at the charter rate of $7,750.00 per day.[22] This COA provides that the vessels were chartered for a voyage and STUSCO is obligated to pay the daily rate for each day the vessels were used by STUSCO. Information submitted by the Claimant evidences that the 3.82-day delay resulted in $29,605 of extra charges owed by STUSCO to Kirby Inland Marine. This amount is payable from the OSLTF.

Subsequent to a teleconference between the NPFC and STUSCO on August 19, 2010, STUSCO presented an alternate theory for loss of profits and increased its alleged loss of profits to $38,052. This alternate theory is based on spot charter rates. According to information submitted to the NPFC Kirby and STUSCO quarterly determine spot market rates for voyages between particular geographic points. STUSCO then uses this spot market rate as the multiplier and benchmark for calculation of charges booked internally to various Shell entities for cargo delivery services. Claimant submitted no evidence that it suffered a loss of profits based on this theory.

[22] Kirby Inland Marine, LP Invoice #749393 dated 8/5/08.

M/V Billy Verdin and barges WEB 242 and WEB 250

STUSCO executed a barging agreement with Blessy Marine Services to transport liquid cargo at a freight rate of $6,554 per day. The term of this agreement was July 1, 2006, through June 30, 2009. At the time of the discharge STUSCO was obligated to pay Blessy Marine under the terms of this agreement. Claimant asserts that the 5.38-day delay resulted in $35,260 in extra costs (5.38 x $6,554); therefore, this is a loss of profits. While the barging agreement is unclear in some respects, it appears that this is a time charter and STUSCO pays the daily rate of $6,554 each day during the three-year period. As a result, the 5.38-day delay did not affect STUSCO's agreement to pay the daily rate. Thus, this alleged loss of profits based on the barging agreement is denied.

Subsequent to the August 19, 2008, teleconference with the NPFC, Claimant submitted a new calculation for a loss of profits for the M/V BILLY Verdin and Blessy barges. Trip # 155831 included delivery of cargo from Motiva, Convent to Mt. Airy and Gretna. In this case STUSCO asserts that the allotted spot market rate for the quarter in which the vessels were delayed was $0.79/barrel. Because the delivery from Motiva, Convent to Mt. Airy was completed prior to July 23, 2008, the date of the oil spill, Claimant deducted the discharge time at Mt. Airy from the Blessy invoice of $73,429.05. Claimant then compares the $63,329.69 costs for comparison on a per barrel basis ($63,329.69 ÷ 42,240.58 barrels), which results in $1.50/bbl. Thus, the cost to move the cargo from Motiva, Convent would have been 42,204.58 x $0.79/bbl or $34,921.62. Since the actual costs to move the cargo was $63,329.69, Claimant calculates it's loss of profits at $29,959.63.

As noted in the NPFC analysis of the M/V CAPT HAGEN and the barge KEY WEST, the alleged loss of profits is based on spot market rates and there is no evidence in the claim submission that reflects an actual loss of profits to the claimant.

In the course of providing documentation to the Fund, the Claimant noted that it covered additional liftings during the closure of the Mississippi river:

Saint Rose to Norco
Murphy, Meraux to Gretna
Motiva, Convent to Gretna

However, there is no information in the file as to whether these liftings actually happened. Claimant did not submit evidence to support that additional costs were incurred therefore the NPFC cannot evaluate this portion of the claim.[23]

M/T Overseas New York

STUSCO executed a time charter with OSG Products Tankers LLC, owner of the vessel, for a three year period, plus or minus 30 days at the option of the charterer, at a daily rate of $42,250 (per the charter party) or $42,500 (per the Shell affidavit). Under the terms of the time charter, the M/T OVERSEAS NEW YORK was to be delivered to STUSCO between April 16, 2008 and July 16, 2008. STUSCO asserts that the vessel was delayed 3.23 days; thus it suffered a loss of profits in the amount of $137,275.00 (3.23 x $42,500). STUSCO also asserts bunker costs in the amount of $6,666 for additional fuel consumed during the delay.

[23] Email from Mr. [redacted] dated August 17, 2010

Pursuant to the time charter provisions STUSCO was obligated to pay the daily rate for each day during the three year period; thus the 3.23-day delay did not increase its charter costs to OSG Product Tankers LLC. Notwithstanding that the vessel worked a standard roundtrip schedule between Norco, Louisiana, and Port Everglades, Florida, and there was no down time between voyages, Claimant has not provided evidence that it incurred a loss of profits based on the charter because it was obligated to pay the daily rate for the three-year period cited in the charter.

STUSCO provided the NPFC with a Marine Fuels Sales invoice[24] and Bunker Confirmation.[25] [26] This information detailed the total HFO & MGO consumed at anchor during the delay. The $6,666.00 in additional bunker costs is payable from the OSLTF.

M/T Anasazi

STUSCO executed a time charter with AHL Shipping, owner of the ANASAZI, on April 27, 2006, for 43 months plus or minus 30 days, at the option of the charterer. The daily rate was $34,975 per day. STUSCO argues that the discharge resulted in a delay of 4.21 days for the vessel; thus it suffered a loss of profits in the amount of $147,245 based on the charter. Claimant argues that the vessel worked a standard round trip schedule between Norco, Louisiana, and Tampa, Florida, and that when one voyage ended, the subsequent vessel began. There was no down time between voyages. STUSCO also provided Voyage #440 Time Log, vessel logs, and the time charter agreement.

However, notwithstanding that the vessel worked a standard round trip schedule and that when one voyage ended another began however STUSCO has not established that the 4.21-day delay resulted in a loss of profits due to the terms of the time charter because the delay did not affect its obligation to pay the daily rate.

STUSCO provided the NPFC with an invoice for marine fuel.[27] This information detailed the total MFO consumed at anchor during the delay, 60 metric tons of fuel oil. STUSCO also provided that the cost of the fuel oil was $660/metric ton, or an additional costs of $39,600. This additional bunker cost incurred due to the delay is payable from the OSLTF.

<u>AMOUNT</u>: $75,871.00

Claim Supervisor[redacted]

Date of Supervisor's review: 3/16/11

Supervisor Action: OFFER APPROVED

Supervisor's Comments:

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[24] Shell Marine Products (US) Company Invoice #6134559
[25] Agro Marine Fuels, Inc., dated July 17, 2008
[26] Statement of Delays Trip 152216/Voyage #11
[27] Marine Fuels Sale Invoice # 61342412