

HOUSTON MARITIME ARBITRATORS ASSOCIATION

RANGER OFFSHORE MEXICO, S. DE
R.L. DE C.V.,

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Claimant,

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vs.

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TRADECO INFRAESTRUCTURA, S.A.
DE C.V.

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Respondent.

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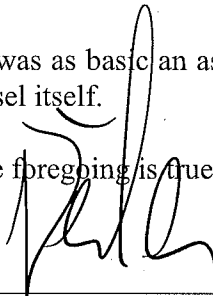
DECLARATION OF EDUARDO ANDRES BENTON ZAVALA

1. “My name is Eduardo Andres Benton Zavala. I am over the age of 18 years, of sound mind, and I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. The Pre-Suspension Amounts as defined in Respondent’s Response to Ranger Offshore Mexico, S. de R.L. de C.V.’s Motion for Partial Summary Disposition on the Stipulated Amount of Respondent’s Pre-Suspension Debt were to be paid according to six *pagarés*, only the first two of which had taken effect before Ranger’s failed attempt to redeliver the Lewek Toucan beginning August 15, 2014.
3. At the time of the making of the *pagarés*, Tradeco was counting on the re-delivery of a seaworthy Lewek Toucan, and in the existence of platform PP-Ku-B platform.
4. Tradeco employed the Vessel in the AKAL field at times when the PP-Ku-B platform was not built, in an effort to avoid or minimize the effect of the lack of the PP-Ku-B platform.
5. Tradeco did everything in its power to minimize or avoid the effects of Pemex’s continued failure to have the PP-Ku-B platform ready for Tradeco – and Ranger — to perform the work contemplated by the Pemex public tender, Ranger’s written proposal of March 19, 2013, the Master Services Agreement, and the Charter Party Agreement. Tradeco looked for, and performed other work. Tradeco requested Ranger suspend the Charter Party Agreement. Tradeco attempted to secure a sand-bagging job. Likewise, Tradeco did everything in its power to meet Pemex’s requirements for the



Vessel after Ranger's failed attempted to re-deliver it to Tradeco in an unseaworthy condition in August, 2014. An itemization of each action corresponding to the above-described efforts would be impractical in this context.

6. The existence of the PP-Ku-B platform was as basic an assumption of the Charter Party Agreement as was the Vessel itself.
7. I declare under penalty of perjury that the foregoing is true and correct.



EDUARDO ANDRES BENTON ZAVALA