

RECORDATION NO. W140 FILED

MAY 14 '13 -4 40 PM

SURFACE TRANSPORTATION BOARD

Lugenbuhl

LUGENBUHL, WHEATON, PECK, RANKIN & HUBBARD

A LAW CORPORATION

601 POYDRAS STREET | SUITE 2775 | NEW ORLEANS, LA 70130

TEL: 504.568.1990 | FAX: 504.310.9195

Nathan Horner

nhorner@lawla.com

May 13, 2013

Via Federal Express
7997 4929 9212

Surface Transportation Board
395 E Street, SW
Washington, D.C. 20024

Dear Sir or Madam:

We represent Banc of America Leasing & Capital, LLC, the owner and lessor of the vessel described below, which has been chartered to Moran Towing Corporation, as lessee/charterer. I have enclosed an original and one counterpart of a Memorandum of Bareboat Charter, dated May 8, 2013, a primary document, to be recorded pursuant to 49 U. S. C. §11301 and 49 C. F. R. §1177 et seq.

The names and addresses of the parties to the document are as follows:

Lessor/Owner:

Banc of America Leasing & Capital, LLC
3 North
2059 Northlake Parkway
Tucker, Georgia 30084

Lessee/Charterer:

Moran Towing Corporation
50 Locust Avenue
New Canaan, Connecticut, 06840

A description of the equipment covered by lease or charter evidenced by the document follows:

The lease or bareboat charter covers the vessel LAURA K. MORAN, Official Number 1208410, a United States documented, 87.4 ft., towing vessel, together with all engines, boilers, machinery, masts, boats, anchors, cables,

chains, rigging, tackle, apparel, furniture, winches, capstans, outfit, tools, pumps, gears, furnishings, appliances, fittings, navigation and communications equipment, computers, stores, spare and replacement parts, and all other appurtenances thereto appertaining or belonging, whether now owned or hereafter acquired, whether on board or not on board, and also any and all additions, improvements and replacements thereto, or any part thereof, and all cash and non-cash proceeds thereof.

A short summary of the document to appear in the index follows:

Lease or bareboat charter between Banc of America Leasing & Capital, LLC, a Delaware limited liability company, whose address is 2059 Northlake Parkway, 3 North, Tucker, Georgia 30084, as Owner and Lessor, and Moran Towing Corporation, a New York corporation, whose address is 50 Locust Avenue, New Canaan, Connecticut, 06840, as Lessee/Charterer, dated May 8, 2013, and covering the vessel LAURA K. MORAN, Official Number 1208410, a United States documented, 87.4 ft., towing vessel, together with all engines and other appurtenances thereto, all spare and replacement parts, whether now owned or hereafter acquired, and all cash and non-cash proceeds thereof.

I have enclosed our check in the amount of \$42 to cover the filing fee. Please return the original and any extra copies not needed by the Board for recordation to the undersigned at the address stated above.

Very truly yours,



Nathan P. Horner

MAY 14 '13 -4 40 PM

~~SURFACE TRANSPORTATION BOARD~~

MEMORANDUM OF BAREBOAT CHARTER PARTY

between

BANC OF AMERICA LEASING & CAPITAL, LLC
("OWNER")

and

MORAN TOWING CORPORATION
("CHARTERER")

May 8, 2013

Filed with the Surface Transportation Board pursuant to
49 U.S.C. §11301 on _____, 2013, at _____ a.m./p.m.
Watercraft Recordation Number _____

MEMORANDUM OF BAREBOAT CHARTER

THIS MEMORANDUM OF BAREBOAT CHARTER is made and entered into as of May ~~8th~~ 8, 2013, by and between **BANC OF AMERICA LEASING & CAPITAL, LLC**, a Delaware limited liability company, whose address is 2059 Northlake Parkway, 3 North, Tucker, Georgia 30084 (hereinafter, together with its successors and assigns, "Owner"), and **MORAN TOWING CORPORATION**, a New York corporation, whose address is 50 Locust Avenue, New Canaan, Connecticut, 06840 ("Charterer").

WITNESSETH:

1. Owner and Charterer are parties to that certain Bareboat Charter Party dated as of May 8, 2013 (as amended, the "Bareboat Charter").
2. Pursuant to the Bareboat Charter, Owner has agreed to let and demise to Charterer, and the Charterer has agreed to hire from Owner, one (1) United States documented, 87.4 ft., towing vessel as identified on Schedule I attached hereto (hereinafter, the "Vessel").
3. The Bareboat Charter with respect to the Vessel became effective as of the date set forth in paragraph 1 above and shall be subject to a Term, as such term is defined in the Bareboat Charter.
4. This Memorandum may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers as of the date and year first above written.

OWNER:
BANC OF AMERICA LEASING & CAPITAL, LLC

By 
Name: Gina M. Cabral
Title: Vice President

CHARTERER:
MORAN TOWING CORPORATION

By _____
Name: Jeffrey J. McAulay
Title: Vice President – Finance and Administration

MEMORANDUM OF BAREBOAT CHARTER

THIS MEMORANDUM OF BAREBOAT CHARTER is made and entered into as of May 8, 2013, by and between **BANC OF AMERICA LEASING & CAPITAL, LLC**, a Delaware limited liability company, whose address is 2059 Northlake Parkway, 3 North, Tucker, Georgia 30084 (hereinafter, together with its successors and assigns, "Owner"), and **MORAN TOWING CORPORATION**, a New York corporation, whose address is 50 Locust Avenue, New Canaan, Connecticut, 06840 ("Charterer").

WITNESSETH:

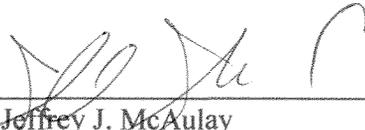
1. Owner and Charterer are parties to that certain Bareboat Charter Party dated as of May 8, 2013 (as amended, the "Bareboat Charter").
2. Pursuant to the Bareboat Charter, Owner has agreed to let and demise to Charterer, and the Charterer has agreed to hire from Owner, one (1) United States documented, 87.4 ft., towing vessel as identified on Schedule 1 attached hereto (hereinafter, the "Vessel").
3. The Bareboat Charter with respect to the Vessel became effective as of the date set forth in paragraph 1 above and shall be subject to a Term, as such term is defined in the Bareboat Charter.
4. This Memorandum may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers as of the date and year first above written.

OWNER:
BANC OF AMERICA LEASING & CAPITAL, LLC

By _____
Name: Gina M. Cabral
Title: Vice President

CHARTERER:
MORAN TOWING CORPORATION

By  _____
Name: Jeffrey J. McAulay
Title: Vice President – Finance and Administration

ACKNOWLEDGEMENTS

STATE OF Rhode Island)
) ss.
COUNTY OF Providence)

On this 8th day of May, 2013, before me personally appeared GINA M. CABRAL, to me personally known, who being by me duly sworn, says that she/he is the Vice President of BANC OF AMERICA LEASING & CAPITAL, LLC, a Delaware limited liability company, that the foregoing instrument was signed on behalf of said company by order of its Board of Directors, and he/she acknowledged that the execution of the said instrument was the free act and deed of said company.

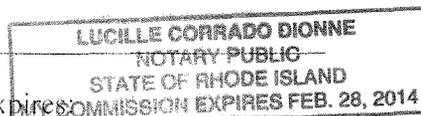
IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

Lucille Corrado Dionne

NOTARY PUBLIC

Printed Name: _____

My commission expires: _____



STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this _____ day of May, 2013, before me personally appeared Jeffrey J. McAulay, to me personally known, who being by me duly sworn, says that he is the Vice President – Finance and Administration of MORAN TOWING CORPORATION, a New York corporation, that the foregoing instrument was signed on behalf of said company by order of its Board of Directors, and he acknowledged that the execution of the said instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC

Printed Name: _____

My commission expires: _____

ACKNOWLEDGEMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of May, 2013, before me personally appeared GINA M. CABRAL, to me personally known, who being by me duly sworn, says that she/he is the Vice President of BANC OF AMERICA LEASING & CAPITAL, LLC, a Delaware limited liability company, that the foregoing instrument was signed on behalf of said company by order of its Board of Directors, and he/she acknowledged that the execution of the said instrument was the free act and deed of said company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC

Printed Name: _____

My commission expires: _____

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

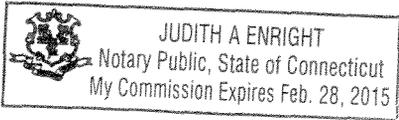
On this 8th day of May, 2013, before me personally appeared Jeffrey J. McAulay, to me personally known, who being by me duly sworn, says that he is the Vice President – Finance and Administration of MORAN TOWING CORPORATION, a New York corporation, that the foregoing instrument was signed on behalf of said company by order of its Board of Directors, and he acknowledged that the execution of the said instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

Judith A. Enright
NOTARY PUBLIC

Printed Name: Judith A. Enright

My commission expires: _____



SCHEDULE 1

Vessel subject to Bareboat Charter Party dated May 8, 2013 between Banc of America Leasing & Capital, LLC, as Owner, and Moran Towing Corporation, as Charterer:

| VESSEL | OFFICIAL NUMBER |
|----------------|------------------------|
| LAURA K. MORAN | 1208410 |

together with all engines, boilers, machinery, masts, boats, anchors, cables, chains, rigging, tackle, apparel, furniture, winches, capstans, outfit, tools, pumps, gears, furnishings, appliances, fittings, navigation and communications equipment, computers, stores, spare and replacement parts, and all other appurtenances thereto appertaining or belonging, whether now owned or hereafter acquired, whether on board or not on board, and also any and all additions, improvements and replacements thereto, or any part thereof, and all cash and non-cash proceeds thereof.