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SURFACE TRANSPORTATION BOARD

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May 15, 2007



VIA FEDERAL EXPRESS

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, DC 20423-0001

Re Assignment of Demise Charter

Dear Mr. Williams:

Enclosed, for filing, is an original and one conformed copy of the Assignment of Demise Charter (the "Assignment"), along with our check in the amount of \$35 00 in payment of the filing fees.

As set forth in the Assignment, the original Demise Charter was previously recorded as a primary document with the Service Transportation Board on December 31, 2001 at 1 23 pm under Recordation No W-64. The enclosed Assignment is to be filed as a primary document related thereto evidencing the assignment by Citicapital Commercial Leasing Corporation to General Electric Capital Corporation of its interest in the Demise Charter covering the vessel "VICKI M. MCALLISTER", Official No 1112731.

Once the Assignment has been duly recorded, could you please provide me with evidence thereof.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Patrick K. Cameron', written over a horizontal line.

Patrick K. Cameron

PKC emp
Enclosures
cc Steven J Silver, Esq

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ASSIGNMENT OF DEMISE CHARTER**SURFACE TRANSPORTATION BOARD**

THIS ASSIGNMENT (hereinafter, together with any amendments or supplements hereto, this "Assignment"), dated as of the 31st day of December, 2006, of that certain Demise Charter identified below, is made by and between **CitiCapital Commercial Leasing Corporation**, a Delaware corporation, whose address is 3950 Regent Blvd., S3A-325, Marine Finance, Irving, Texas, 75063 ("Assignor"), and **General Electric Capital Corporation**, a Delaware corporation, whose address is 16479 Dallas Parkway, Suite 300, Addison, Texas, 75001 ("Assignee")

RECITALS:

WHEREAS, Assignor, as "Shipowner", entered into that certain Demise Charter with McAllister Towing and Transportation Company, Inc., as "Charterer", dated December 27, 2001, pursuant to which Assignor chartered to Charterer the vessel **VICKI M MCALLISTER**, Official Number 1112731 (the "Vessel"), under the terms set forth in such agreement, which said charter was recorded as a primary document with the Surface Transportation Board on December 31, 2001 at 1 23 p m under Recordation No W-64 (the "Charter"). and

WHEREAS, pursuant to a Purchase Agreement, dated December 22, 2006, by and among Assignor and certain affiliates of Assignor and Assignee (the "Purchase Agreement"), Assignor sold, assigned, conveyed and transferred to Assignee, effective as of 11 59 P M on December 31, 2006 (the "Effective Time"), all of the right, title and interest of Assignor in and to the Vessel and the Charter, among other assets, and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor agreed to execute and deliver this Assignment, in recordable form, to Assignee so that the assignment of all of the right, title and interest of Assignor in and to the Charter could be filed of record with the Surface Transportation Board

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, subject to the terms and conditions set forth below, all of Assignor's right, title, and interest in and to the Charter, including all extensions and renewals thereof, effective as of the Effective Time (as such term is defined in the recitals to this Assignment)

2. Representations and Warranties of Assignor. This Assignment is made with the benefit of all representations and warranties, but subject to all disclaimers, of Assignor set forth in the Purchase Agreement, the terms and conditions of which are incorporated in this Assignment by this reference

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee as its true, lawful and irrevocable attorney to enforce the Charter, to demand, receive and collect all charter hire and other sums which may become due under the Charter after the Effective Time, to transact and compromise or to give receipts, releases, and satisfactions for such sums, and to sue for all sums payable to Assignor, either in the name of Assignor or in the name of Assignee, with the same force and effect as

if such actions were undertaken by Assignor had this Assignment not been made. All assigned charter hire or other sums to become due under the Charter after the Effective Time and received by Assignor shall be delivered immediately to Assignee.

4. Acceptance of Assignment and Assumption of Liabilities. Subject to the terms and conditions of the Purchase Agreement, Assignee accepts this Assignment, and agrees that it shall assume, keep and perform all of the obligations of Assignor, as "Shipowner", arising under the Charter after the Effective Time.

5. Notice of Assignment. Following the Effective Time, Assignee shall notify the Charterer of this Assignment by certified mail addressed to the Charterer at its address for notices forth in the Charter. Upon notification, the Charterer thereafter shall, and hereby is authorized to, render performance to Assignee in accordance with the terms of the Charter. Upon the request of Assignee, Assignor agrees to join with Assignee in executing and forwarding notice of this Assignment to Charterer.

6. Additional Documents and Assurances. At any time, and from time to time, upon the written request of Assignee, Assignor shall promptly and duly execute and deliver any and all such further instruments and documents, and take such further action, as Assignee may reasonably request in order to obtain the full benefits of this Assignment.

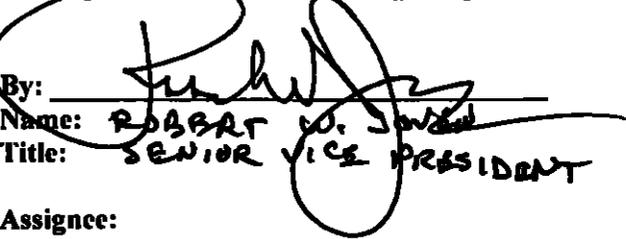
7. Sole Benefit. This Assignment is for the sole benefit of Assignee and Assignor, and their respective successors and assigns, and no other person shall obtain any rights or claims hereunder whatsoever, whether as third-party beneficiary or otherwise, against Assignee or Assignor or with respect to the subject matter hereof.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

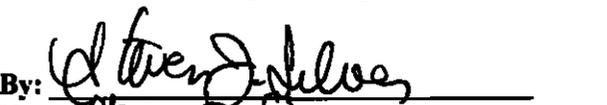
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement to be effective as of the Effective Time stated above

Assignor:
CitiCapital Commercial Leasing Corporation

By: 
Name: ROBERT W. JORDAN
Title: SENIOR VICE PRESIDENT

Assignee:
General Electric Capital Corporation

By: 
Name: Steven J. Silver
Title: Senior Counsel & Agency Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Dallas

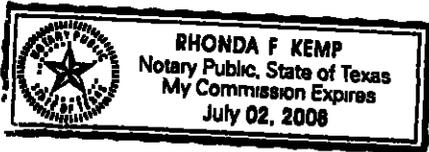
BE IT KNOWN, that on this 25 day of ~~January~~^{April}, 2007 before me personally appeared Robert W. Saven, to me personally known, who being by me duly sworn, says that (s)he is the Sec. Vice President of CitiCapital Commercial Leasing Corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

IN WITNESS WHEREOF, I have set my hand and seal on this 25 day of ~~January~~^{April}, 2007

(Seal)

Rhonda Kemp
NOTARY PUBLIC

My Commission Expires 7/2/2008



ACKNOWLEDGMENT

~~STATE OF TEXAS~~ FLORIDA ^{MB}
COUNTY OF Hillsborough

BE IT KNOWN, that on this 9 day of ~~January~~ ^{May}, 2007 before me personally appeared Steven Silver, to me personally known, who being by me duly sworn, says that (s)he is the Senior Counsel of General Electric Capital Corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

IN WITNESS WHEREOF, I have set my hand and seal on this 9 day of ~~January~~ ^{May}, 2007

(Seal)



Joanna Boron
NOTARY PUBLIC
My Commission Expires April 2, 2011