

OCT 05 2016 -11 :15 AM

SURFACE TRANSPORTATION BOARD

# Lugenbuhl

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**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

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Nathan Horner

nhorner@lawia.com

September 28, 2016

*Via Federal Express*  
**7773 3668 9630**

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 as of September 27, 2016, 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  
2059 Northlake Parkway, 3 North  
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 COOPER MORAN, Official Number 1270469, a United States documented, 6,000 hp, Z-Drive, tractor tug, 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 as of September 27, 2016, and covering the vessel COOPER MORAN, Official Number 1270469, a United States documented, 6,000 hp, Z-Drive, tractor tug, 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 \$45.00 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

RECORDATION NO. W211 FILED

OCT 05 2016 -11 :15 AM

SURFACE TRANSPORTATION BOARD

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MEMORANDUM OF BAREBOAT CHARTER PARTY

between

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

and

MORAN TOWING CORPORATION  
("CHARTERER")

September 27, 2016

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Filed with the Surface Transportation Board pursuant to  
49 U.S.C. §11301 on \_\_\_\_\_, 2016, at \_\_\_\_\_ a.m./p.m.  
Watercraft Recordation Number \_\_\_\_\_

**MEMORANDUM OF BAREBOAT CHARTER**

**THIS MEMORANDUM OF BAREBOAT CHARTER** is made and entered into as of September 27, 2016, 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 September 27, 2016 (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 6,000 hp, Z-Drive, tractor tug 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 to be effective as of the date and year first above written.

Owner:

BANC OF AMERICA LEASING & CAPITAL, LLC

By  \_\_\_\_\_

Name:

Title: **Terri J. Preston**  
**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 September 27, 2016, 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 September 27, 2016 (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 6,000 hp, Z-Drive, tractor tug 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.

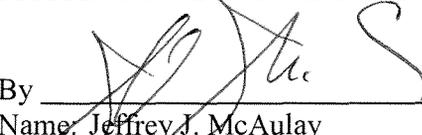
4. This Memorandum may be executed in counterparts.

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

Owner:  
BANC OF AMERICA LEASING & CAPITAL, LLC

By \_\_\_\_\_  
Name:  
Title:

Charterer:  
MORAN TOWING CORPORATION

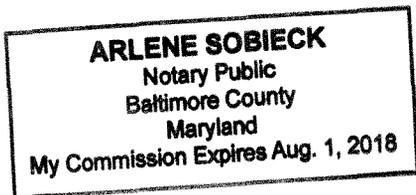
By  \_\_\_\_\_  
Name: Jeffrey J. McAulay  
Title: Vice President – Finance and Administration

**ACKNOWLEDGMENTS**

STATE OF Maryland )  
 ) ss.  
COUNTY OF Baltimore )

On this 27th day of September, 2016, before me personally appeared TERRI J. PRESTON, 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.



Arlene Sobieck  
NOTARY PUBLIC

Printed Name: Arlene Sobieck

My commission expires: 8/1/18

STATE OF CONNECTICUT )  
 ) ss.  
COUNTY OF FAIRFIELD )

On this \_\_\_\_ day of September, 2016, 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: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of September, 2016, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that she/he is the \_\_\_\_\_ 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 )

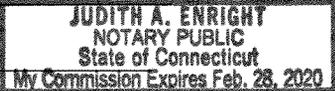
On this 26 day of September, 2016, before me personally appeared Jeffrey J. McAulay, to me personally known, who being by me duly sworn, says that he is the Vice President – Finance and Administration of MORAN TOWING CORPORATION, a New York corporation, that the foregoing instrument was signed on behalf 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: \_\_\_\_\_

My commission expires: \_\_\_\_\_



## SCHEDULE 1

Vessel subject to Bareboat Charter Party dated September 27, 2016 between Banc of America Leasing & Capital, LLC, as Owner, and Moran Towing Corporation, as Charterer:

### **VESSEL**

### **OFFICIAL NUMBER**

COOPER MORAN

1270469

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.