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INTERSTATE COMMERCE COMMISSION

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ADDENDUM NO. 1 TO BAREBOAT CHARTER PARTY

M/V SKIMMER

This ADDENDUM TO BAREBOAT CHARTER PARTY made this the 17th day of December, 1969, by and between CROPWELL LEASING COMPANY, a Limited Partnership composed of the individuals listed on Exhibit A which is hereto attached and made a part hereof, whose principal place of business is 1309 Highland Avenue, Abington, Pennsylvania 19001 (PARTNERSHIP), and SOUTHERN INDUSTRIES CORPORATION, an Alabama Corporation having its principal place of business at Mobile, Alabama (SOUTHERN),

WITNESSETH:

WHEREAS, PARTNERSHIP and SOUTHERN entered into a Charter Party dated the 24th day of November, 1969, covering the Motor Vessel SKIMMER, Official No. 523485 (hereinafter called the ORIGINAL CHARTER PARTY), and mutually desire to amend the Original Charter Party as hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained,

PARTNERSHIP and SOUTHERN do hereby amend and supplement said Original Charter Party as follows:

ONE

The Original Charter Party is hereby amended and supplemented by adding to Section 12 a sub-section (r) which will read as follows:

"12. PARTICULAR COVENANTS OF SOUTHERN

. . .

(r) SOUTHERN AGREES that in the event the title or ownership is requisitioned, purchased or taken by any government of any country or any department, agency or representative thereof, pursuant to any present or future law, proclamation, decree, order or otherwise, then any compensation, purchase price, reimbursement or award for such requisition, purchase or other taking of such title or ownership shall, if the Vessel is subject to the Mortgage at that time, be paid to the MORTGAGEE who shall be entitled to receive the same, and said funds shall be applied by the MORTGAGEE pursuant to Section 9 of Article II of the Mortgage. SOUTHERN and PARTNERSHIP further agree that

- (i) the remaining proceeds from such taking described in the preceding sentence, if the Vessel is subject to the Mortgage at the time of such taking, or
- (ii) all the proceeds from such taking described in the preceding sentence if the Vessel is no longer subject to the Mortgage at the time of such taking,

shall be applied as follows:

First: SOUTHERN shall be paid an amount equal to the charter hire, if any, which SOUTHERN has paid during the period in which SOUTHERN was deprived of the use of the Vessel by such taking; and

Second: The balance of the funds thereafter remaining shall be divided between SOUTHERN and PARTNERSHIP based on the value of PARTNERSHIP'S interest in the Vessel as owner and the value of SOUTHERN'S interest in the Vessel as Charterer, each determined as of the date of the taking.

In the event the parties are unable to agree on the

division of proceeds within 60 days after the same are available for division, then the division of such proceeds shall be determined by three (3) marine surveyors, one appointed by PARTNERSHIP, one by SOUTHERN and the third by the two first chosen. Should either party fail to appoint a marine surveyor at least 30 days after the expiration of the sixty day period provided for the parties to agree on such division, then the marine surveyor named by the other party shall determine the division of such proceeds, and the finding of such surveyor shall be binding and conclusive on both parties. Should the two surveyors appointed by SOUTHERN and PARTNERSHIP fail to agree upon a third marine surveyor within at least 30 days after the appointment of the last surveyor, then the third marine surveyor shall be named by The Merchants National Bank of Mobile, Mobile, Alabama. The fees and expenses of such marine surveyors shall be paid by SOUTHERN."

TWO

The Original Charter Party is hereby amended so as

to delete in its entirety sub-section (c) of Section 15, and in lieu thereof the following sub-section (c) of Item 15 is hereby substituted:

"15. REMEDIES ON DEFAULT

. . . .

(c) Demand immediate possession of the Vessel without annulling this Charter Party, and in the event of such demand, SOUTHERN shall immediately surrender possession of said Vessel to PARTNERSHIP and deliver said Vessel at SOUTHERN'S cost and expense as demanded and PARTNERSHIP may, at its option, (i) for the balance of the Term, charter said Vessel and SOUTHERN shall pay PARTNERSHIP the difference between the Basic Charter Hire and any lesser amount of charter hire which PARTNERSHIP may procure by chartering said Vessel to others, or (ii) sell or otherwise dispose of the Vessel and apply the proceeds of such sale or other disposition against SOUTHERN'S obligations hereunder. Any subsequent sale or loss of the Vessel shall be without prejudice to PARTNERSHIP'S claim for damages for such default.

. . . . "

THREE

Except as herein expressly amended and supplemented, said Original Charter Party is in all respects hereby ratified and confirmed, and all the terms and conditions and provisions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, PARTNERSHIP has caused its name to be signed hereto by John J. Sisk, a General Partner, and SOUTHERN has caused its name to be signed hereto by KENNETH J. REID, its Vice President, and this instrument to be attested and its corporate seal to be hereto affixed by S. A. DAVIS, JR., its Secretary, on the dates appearing in their respective acknowledgments hereto but as of the day and year first above written.

CROPWELL LEASING COMPANY

By John J. Sisk  
General Partner

SOUTHERN INDUSTRIES CORPORATION

By Kenneth J. Reid  
Its Vice President

ATTEST:

By S. A. Davis, Jr.  
Its Secretary

COMMONWEALTH OF PENNSYLVANIA,  
COUNTY OF Philadelphia.

I, the undersigned Notary Public in and for said County in said Commonwealth, hereby certify that John J. Bink, whose name as a General Partner of CROPWELL LEASING COMPANY, a Limited Partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such General Partner and with full authority executed the same voluntarily for and as the act of said Partnership.

Given under my hand and seal this the 19th day of December, 19 69.

Joseph J. Cadile  
Notary Public, Phila.  
County, Pennsylvania

NOTARY PUBLIC  
My Commission Expires April 26, 1971

STATE OF ALABAMA,  
COUNTY OF MOBILE.

I, the undersigned Notary Public in and for said County in said State, hereby certify that KENNETH J. REID and S. A. DAVIS, JR., whose names as

Vice President                      and                                           Secretary,  
respectively, of SOUTHERN INDUSTRIES CORPORATION, a Corporation,  
are signed to the foregoing instrument and who are known to me,  
acknowledged before me on this day that, being informed of the  
contents of said instrument, they, as such officers and with  
full authority, executed the same voluntarily for and as the  
act of said Corporation.

Given under my hand and seal this the 17th day of  
December , 19 69.

*Gerie Carr*  
Notary Public, Mobile County, Alabama

EXHIBIT A

CROPWELL LEASING COMPANY

JOHN DIAK

General Partner

O. DeG. VANDERBILT

General Partner

executed the same voluntarily for and as the act of said Partnership.

Given under my hand and seal this the 19th day of December, 19 69.

Joseph J. Cochlik  
Notary Public, Allegheny  
County, Pennsylvania  
NOTARY PUBLIC  
My Commission Expires April 26, 1971

STATE OF ALABAMA,  
COUNTY OF MOBILE.

I, the undersigned Notary Public in and for said County in said State, hereby certify that KENNETH J. REID and S. A. DAVIS, JR., whose names as Vice President and Secretary, respectively, of SOUTHERN INDUSTRIES CORPORATION, a Corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this the 24th day of November, 19 69.

Gertrude Crosby  
Notary Public, Mobile County, Alabama

EXHIBIT A

CROPWELL LEASING COMPANY

JOHN DIAK

General Partner

C. DeS. VANDERBILT

General Partner