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RECORDATION NO. W161 FILED

APR 29 '15 -5 46 PM

SURFACE TRANSPORTATION BOARD

April 29, 2015

VIA ELECTRONIC FILING

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street SW
Washington, DC 20423-0001

Re: Recordation of Document – Watercraft
Primary Document
Owner/Lessor: Fifth Third Equipment Finance Company
Charterer/Lessee: Tidewater Barge Lines, Inc.

Dear Section Chief:

Enclosed for recordation pursuant to Section 11301 of Title 49 of the U.S. Code is a Memorandum of Bareboat Charter, dated April 24, 2015, a primary document as defined in the Board’s Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

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

Owner: Fifth Third Equipment Finance Company
MD10904A
38 Fountain Square Plaza
Cincinnati, OH 45263

Charterer: Tidewater Barge Lines, Inc.
6305 NW Lower River Road
Vancouver, WA 98660

(a) A description of the equipment covered by the document follows:

One (1) U.S. documented towboat CROWN POINT, ON 1254584.

DWT 26702186v1 0058820-000297

Anchorage
Bellevue
Los Angeles

New York
Portland
San Francisco

Seattle
Shanghai
Washington, D.C.

www.dwt.com

Chief, Section of Administration
April 29, 2015
Page 2

A check in the amount of \$43.00 is being remitted. Please return the recorded document to:

Richard J. Schroeder
Davis Wright Tremaine LLP
1201 3rd Avenue, Suite 2200
Seattle, WA 98101

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

Primary Document: Memorandum of Bareboat Charter, dated April 24, 2015, between Fifth Third Equipment Finance Company, as Owner, and Tidewater Barge Lines, Inc., as Charterer, covering one (1) U.S. documented towboat CROWN POINT, ON 1254584.

This document does not contain a hereafter acquired clause.

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in black ink, appearing to read "Richard Schroeder", written over the typed name below.

Richard J. Schroeder

Enclosure

RECORDATION NO. W161 FILED

APR 29 '15 -5 46 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF BAREBOAT CHARTER

between

FIFTH THIRD EQUIPMENT FINANCE COMPANY
("OWNER")

and

TIDEWATER BARGE LINES, INC.

("CHARTERER")

APRIL 24, 2015

Filed with the Surface Transportation Board pursuant to
49 U.S.C. §11301 on _____, 2015, at ___ a.m./p.m.
Watercraft Recordation Number ____

MEMORANDUM OF BAREBOAT CHARTER PARTY

This Memorandum of a Bareboat Charter Party is made and entered into as of April 24, 2015, by and between Fifth Third Equipment Finance Company, an Ohio corporation ("Owner") and Tidewater Barge Lines, Inc., an Oregon corporation ("Charterer").

WITNESSETH:

1. Pursuant to a Bareboat Charter Party dated December 30, 2013 ("Bareboat Charter"), and Charter Schedule No. 1 thereto dated April 24 2015, Owner has agreed to furnish to Charterer, and the Charterer has agreed to lease from Owner, the United States documented towing vessel CROWN POINT, Official No. 1254584, Hull No. 19 as more fully described on Exhibit A hereto.
2. The Bareboat Charter shall be effective as of the date first set forth hereinabove and shall be subject to the Charter Period, as defined in the Bareboat Charter.
3. This Memorandum may be executed in counterparts.
4. The Bareboat Charter does not contain a "hereafter acquired" clause.

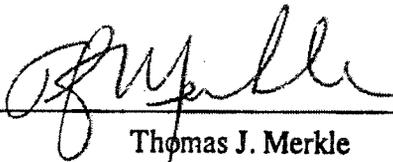
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

OWNER:

FIFTH THIRD EQUIPMENT FINANCE
COMPANY

By _____

Name:


Thomas J. Merkle

Title:

Senior Vice President

Fifth Third Equipment Finance

CHARTERER:

TIDEWATER BARGE LINES, INC.

By _____

Name: Myron Reising

Title: Chief Financial Officer

MEMORANDUM OF BAREBOAT CHARTER PARTY

This Memorandum of a Bareboat Charter Party is made and entered into as of April 24, 2015, by and between Fifth Third Equipment Finance Company, an Ohio corporation ("Owner") and Tidewater Barge Lines, Inc., an Oregon corporation ("Charterer").

WITNESSETH:

1. Pursuant to a Bareboat Charter Party dated December 30, 2013 ("Bareboat Charter"), and Charter Schedule No. 1 thereto dated April 24, 2015, Owner has agreed to furnish to Charterer, and the Charterer has agreed to lease from Owner, the United States documented towing vessel CROWN POINT, Official No. 1254584, Hull No. 19 as more fully described on Exhibit A hereto.

2. The Bareboat Charter shall be effective as of the date first set forth hereinabove and shall be subject to the Charter Period, as defined in the Bareboat Charter.

3. This Memorandum may be executed in counterparts.

4. The Bareboat Charter does not contain a "hereafter acquired" clause.

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

OWNER:

FIFTH THIRD EQUIPMENT FINANCE
COMPANY

By _____
Name:
Title:

CHARTERER:

TIDEWATER BARGE LINES, INC.

By _____
Name: Myron Reising
Title: Chief Financial Officer

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this 24 day of April, 2015, before me personally appeared Thomas Meitzler, to me personally known, who being by me duly sworn, says that he is the SVP of FIFTH THIRD EQUIPMENT FINANCE COMPANY, an Ohio corporation, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was the free act and deed of said corporation.



PAULA D. McQUEEN
Notary Public, State of Ohio
My Commission Expires
October 21, 2018

Paula D. McQueen
NOTARY PUBLIC

My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this ___ day of April, 2015, before me personally appeared MYRON REISING, to me personally known, who being by me duly sworn, says that he is the Chief Financial Officer of TIDEWATER BARGE LINES, INC., an Oregon corporation, that the foregoing instrument was signed on behalf of said corporation, he acknowledged that the execution of the said instrument was the free act and deed of said company.

NOTARY PUBLIC

My commission expires: _____

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this ___ day of April, 2015, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of FIFTH THIRD EQUIPMENT FINANCE COMPANY, an Ohio corporation, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was the free act and deed of said corporation.

NOTARY PUBLIC

My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 23rd day of April, 2015, before me personally appeared MYRON REISING, to me personally known, who being by me duly sworn, says that he is the Chief Financial Officer of TIDEWATER BARGE LINES, INC., an Oregon corporation, that the foregoing instrument was signed on behalf of said corporation, he acknowledged that the execution of the said instrument was the free act and deed of said company.



Kathie L. Nunn

NOTARY PUBLIC

My commission expires: Feb. 15, 2019

EXHIBIT A

[Charter Schedule No. 1]

Vessel subject to Bareboat Charter dated December 31, 2013 and Charter Schedule No. 1 thereto dated April 24, 2015, between Fifth Third Equipment Finance Company, as Owner, and Tidewater Barge Lines, Inc., as Charterer:

<u>Name</u>	<u>Official No.</u>
CROWN POINT	1254584

and all equipment located onboard or used in connection with the above described vessel, the whole of the vessel, together with her boilers, engines, generators, air compressors, cranes, machinery, masts, spars, riggings, boats, anchors, cable, chains, tackle, tools, pumps and pumping equipment, apparel, furniture, furnishings, fittings, spare parts, stores, and all other appurtenances thereunto appertaining or belonging, whether now owned or hereafter acquired, whether or board or not, and all additions, renewals and replacements hereafter made in or to the vessels, and proceeds thereof.