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1201 Third Avenue  
Seattle, WA 98101-3045

**Richard J. Schroeder**  
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rickschroeder@dwt.com

**WATER RECORDATION NO. 174  
FILED DECEMBER 31, 2015 3:33 F  
SURFACE TRANSPORTATION BO.**

December 31, 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: Financial Pacific Leasing, Inc.  
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 December 31, 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: Financial Pacific Leasing, Inc.  
3455 South 344<sup>th</sup> Way, Suite 300  
Federal Way, WA 98001

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 GRANITE POINT, ON 1259541.**

DWT 28657115v1 0103174-000001

Anchorage  
Bellevue  
Los Angeles

New York  
Portland  
San Francisco

Seattle  
Shanghai  
Washington, D.C.

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Chief, Section of Administration  
December 31, 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 3<sup>rd</sup> 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 December 31, 2015, between Financial Pacific Leasing, Inc., as Owner, and Tidewater Barge Lines, Inc., as Charterer, covering one (1) U.S. documented towboat GRANITE POINT, ON 1259541.

This document does not contain a hereafter acquired clause.

Very truly yours,

Davis Wright Tremaine LLP



Richard J. Schroeder

Enclosure



Suite 2200  
1201 Third Avenue  
Seattle, WA 98101-3045

**Richard J. Schroeder**  
206.757.8139 tel  
206.757.7139 fax

rickschroeder@dwt.com

December 31, 2015

**VIA FEDERAL EXPRESS**

Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street SW  
Washington, DC 20024 (Express Company)

Re: Recordation of Document – Watercraft  
Owner: Financial Pacific Leasing, Inc.  
Lessee: Tidewater Barge Lines, Inc.  
Memorandum of Bareboat Charter

Dear Section Chief:

Enclosed please find a check in the amount of \$43.00 to cover the E-Filing Recordation for the Recordation of Document – Watercraft, **Memorandum of Bareboat Charter** dated as of December 31, 2015. A copy of the face page is enclosed for your reference.

Please return the originals to:

Richard J. Schroeder  
Davis Wright Tremain LLP  
1201 3<sup>rd</sup> Avenue, Suite 2200  
Seattle, WA 98101

Very truly yours,

Davis Wright Tremain LLP

A handwritten signature in black ink, appearing to read 'Rick Schroeder', written over the printed name.

Richard J. Schroeder

Enclosures

DWT 28657128v1 0103174-000001

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MEMORANDUM OF BAREBOAT CHARTER

between

FINANCIAL PACIFIC LEASING, INC.

("OWNER")

and

TIDEWATER BARGE LINES, INC.

("CHARTERER")

DECEMBER 31, 2015

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Filed with the Surface Transportation Board pursuant to  
49 U.S.C. §11301 on December \_\_, 2015, at \_\_\_\_ .m.  
Watercraft Recordation Number \_\_\_\_\_

MEMORANDUM OF BAREBOAT CHARTER

This Memorandum of Bareboat Charter is made and entered into effective as of December 31, 2015, by and between Financial Pacific Leasing, Inc., a Washington corporation ("Owner") and Tidewater Barge Lines, Inc., an Oregon corporation ("Charterer").

WITNESSETH:

1. Pursuant to a Bareboat Charter dated November 26, 2014 and schedules thereto (collectively, the "Bareboat Charter"), Owner has agreed to furnish to Charterer, and the Charterer has agreed to lease from Owner, one U.S. flag towing vessel named GRANITE POINT, Official No. 1259541, Hull No. 20, as identified on Schedule I attached 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:

FINANCIAL PACIFIC LEASING, INC.

By Stephen E. Leege  
Name: STEPHEN E. LEEGE  
Title: SVP - CREDIT

CHARTERER:

TIDEWATER BARGE LINES, INC.

By: \_\_\_\_\_  
Name: Myron Reising  
Title: Chief Financial Officer

**MEMORANDUM OF BAREBOAT CHARTER**

This Memorandum of Bareboat Charter is made and entered into effective as of December 31, 2015, by and between Financial Pacific Leasing, Inc., a Washington corporation ("Owner") and Tidewater Barge Lines, Inc., an Oregon corporation ("Charterer").

**WITNESSETH:**

1. Pursuant to a Bareboat Charter dated November 26, 2014 and schedules thereto (collectively, the "Bareboat Charter"), Owner has agreed to furnish to Charterer, and the Charterer has agreed to lease from Owner, one U.S. flag towing vessel named GRANITE POINT, Official No. 1259541, Hull No. 20, as identified on Schedule 1 attached 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.

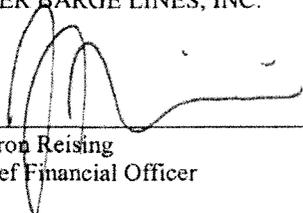
OWNER:

FINANCIAL PACIFIC LEASING, INC.

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

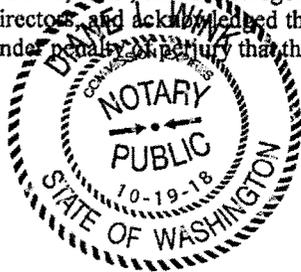
CHARTERER:

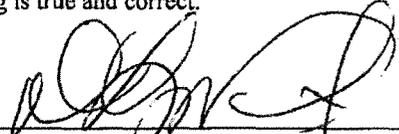
TIDEWATER BARGE LINES, INC.

By:   
Name: Myron Reising  
Title: Chief Financial Officer

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 30<sup>th</sup> day of December, 2015, before me personally appeared Stephen E. Leese to me personally known, who being by me duly sworn, says that he is the SUPV of Credit of FINANCIAL PACIFIC LEASING, INC., that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged that the foregoing instrument was the free act and deed of the corporation, and declared under penalty of perjury that the foregoing is true and correct.



  
NOTARY PUBLIC  
My commission expires: 10-19-18

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

On this \_\_\_\_\_ day of December, 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 by authority of its Board of Directors, and acknowledged that the foregoing instrument was the free act and deed of the corporation, and declared under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

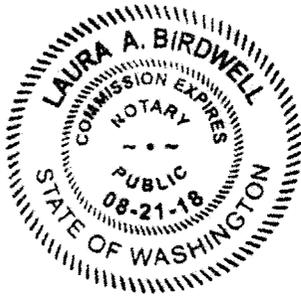
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_ day of December, 2015, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of FINANCIAL PACIFIC LEASING, INC., that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged that the forgoing instrument was the free act and deed of the corporation, and declared under penalty of perjury that the forgoing is true and correct.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Clark )

On this 29 day of December, 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 by authority of its Board of Directors, and acknowledged that the forgoing instrument was the free act and deed of the corporation, and declared under penalty of perjury that the forgoing is true and correct.



han  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: 08-21-2018

**SCHEDULE 1**

Vessel subject to Bareboat Charter dated November 26, 2014, between Financial Pacific Leasing, Inc., as Owner, and Tidewater Barge Lines, Inc., as Charterer.

<b>VESSEL</b>	<b>OFFICIAL NUMBER</b>	<b>HULL NUMBER</b>
GRANITE POINT	1259541	20

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 on board or not, and all additions, renewals and replacements hereafter made in or to the vessels, and proceeds thereof.