

7.11

THE CONNECTICUT BANK AND TRUST COMPANY
One Constitution Plaza
Hartford, Connecticut 06115

REGISTRATION NO. 7023-14 FILE NO. 1425

DEC 21 1981 - 2 45 PM

Corporate Trust Department

INTERSTATE COMMERCE COMMISSION

December 18, 1981

Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

~~335-AO-36~~
Date 12/21/81
Fee \$ 10.00
ICC Washington, D.C.

Re: Transmittal Letter for Recordation of
Charter Supplement

Dear Sir:

Enclosed herewith for recordation with the Interstate
Commerce Commission pursuant to 49 U.S.C. Section 11303 and
49 C.F.R. Part 1116 are three original executed copies of the
Charter Supplement No. 7 dated December 18, 1981, between The
Connecticut Bank and Trust Company, not in its individual
capacity but solely as owner trustee (the "Shipowner"), One
Constitution Plaza, Hartford, Connecticut 06115, as owner of
the subject vessels, and Dravo Mechling Corporation (the
"Charterer"), One Oliver Plaza, Pittsburgh, Pennsylvania 15222,
as demise charterer of the subject vessels, which Charter
Supplement supplements the Bareboat Charter, dated as of October
1, 1981, between the Shipowner and the Charterer, which was

C. Owen [Signature]

recorded with the Interstate Commerce Commission on October 16, 1981 at 11:50 a.m., recordation number W-23. Charter Supplement No. 1 thereto, dated October 16, 1981, was recorded on October 16, 1981 at 11:50 a.m., recordation number W-23-A. Charter Supplement No. 2 thereto, dated October 28, 1981, was recorded on October 28, 1981 at 4:00 p.m., recordation number W-23-C. Charter Supplement No. 3 thereto, dated November 10, 1981, was recorded on November 10, 1981 at 11:35 a.m., recordation number W-23-D. Charter Supplement No. 4 thereto, dated November 19, 1981, was recorded on November 19, 1981 at 4:25 p.m., recordation number W-23-E. Charter Supplement No. 5 thereto, dated November 24, 1981, was recorded on November 25, 1981 at 9:05 a.m., recordation number W-23-F. Charter Supplement No. 6 thereto, dated December 10, 1981, was recorded on December 10, 1981 at 3:55 p.m. recordation number W-23-G.

Also enclosed is a check for \$10 in payment of the recordation fee of \$10 for said Charter Supplement, as required by 49 C.F.R. Section 1116.3(d).

The foregoing agreements concern 3 box hopper barges with roll top covers, each of approximately 1013.80 gross tons and approximately 1013 net tons built or being built by Dravo Corporation as Neville Island, Pennsylvania and designated by the Shipbuilder's hull nos. 8502 through 8504.

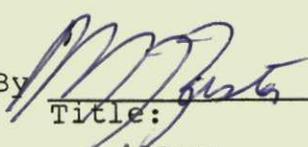
Please record the foregoing agreements pursuant to 49 U.S.C. Section 11303 and 49 C.F.R. Part 1116 and return one original of each document to Howard V. Mindus, Esq., Morgan, Lewis & Bockius, 9 West 57th Street, New York, New York 10019.

A short summary of the document to appear in the index follows: Charter Supplement No. 7 to Bareboat Charter of October 1, 1981, dated December 18, 1981, and covering 3 box hopper barges with hull nos. 8502 through 8504.

Very truly yours,

THE CONNECTICUT BANK AND TRUST
COMPANY, as Owner Trustee

By


Title:

ASSISTANT VICE PRESIDENT

Interstate Commerce Commission
Washington, D.C. 20423

12/21/81

OFFICE OF THE SECRETARY

Howard V. Mindus, Esq.
Morgan, Lewis & Bockius
9 West 57th Street
New York, N.Y. 10019

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/21/81** at **12:45pm**, and assigned re-
recording number(s). **W-23-H**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. *W-23-16* FILED 1425

DEC 21 1981 - 2 45 PM

INTERSTATE COMMERCE COMMISSION

7.15

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on December __, 1981 at _____ M., recordation number _____.

CHARTER SUPPLEMENT NO. 7

THIS CHARTER SUPPLEMENT NO. 7, dated December 18, 1981, to Bareboat Charter dated as of October 1, 1981 (the "Charter") between DRAVO MECHLING CORPORATION (the "Charterer") and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as owner trustee under the Trust Agreement dated as of October 1, 1981 between it and New England Merchants Leasing Corporation B-7 (in its capacity as such owner trustee, the "Shipowner").

WITNESSETH:

WHEREAS, the Charter provides for the execution and delivery on the Delivery Date of a Vessel or Vessels of a Charter Supplement, substantially in the form hereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Shipowner and the Charterer hereby agree as follows:

- (1) The Shipowner hereby confirms that it has let, chartered and demised to the Charterer under the

Charter, and the Charterer hereby confirms that it has unconditionally accepted and hired from the Shipowner under the Charter, for all purposes thereof the following numbered Vessel(s) (the "delivered Vessel(s)") with the Official Number and designation by the Charterer as follows:

<u>Name</u>	<u>Hull No.</u>	<u>Official No.</u>
DM 3018	8502	641555
DM 3019	8503	641556
DM 3020	8504	641557

(2) The Delivery Date of each delivered Vessel is the date of this Charter Supplement.

(3) The Shipowner's Cost of each delivered Vessel and the Cover relating thereto on the Delivery Date is as follows:

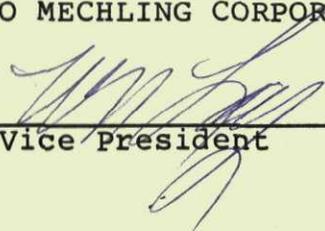
<u>Hull Number</u>	<u>Shipowner's Cost of Vessel Including Cover</u>	<u>Shipowner's Cost of Cover</u>
8502	\$358,276.95	\$61,000.00
8503	358,276.95	61,000.00
8504	<u>358,276.95</u>	61,000.00
Total Shipowner's Cost	\$1,074,830.85	

(4) The Charterer hereby confirms as between it and the Shipowner that the delivered Vessels comply with the requirements of the Charter and with all specifications of the Construction Contract; provided,

however, that nothing contained herein shall in any way diminish or otherwise affect any right which the Charterer, the Shipowner or the Lender may have with respect to such Vessels against Dravo Corporation or any subcontractor of Dravo Corporation under the Construction Contract or otherwise.

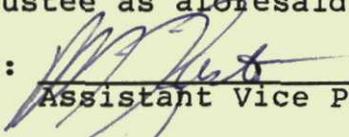
IN WITNESS WHEREOF, the Shipowner and the Charterer have caused this Charter Supplement to be duly executed as of the day and year first above written.

DRAVO MECHLING CORPORATION

By: 

Vice President

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as owner trustee as aforesaid

By: 

Assistant Vice President

ALL OF THE SHIPOWNER'S RIGHT, TITLE AND INTEREST IN AND TO THE ABOVE CHARTER SUPPLEMENT AND ALL HIRE DERIVED THEREFROM ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF THE LENDER NAMED THEREIN IN ACCORDANCE WITH THE PROVISIONS OF A SECURITY AGREEMENT BETWEEN THE SHIPOWNER AND SAID LENDER AS SECURED PARTY. TO THE EXTENT THAT SUCH CHARTER SUPPLEMENT MAY BE DEEMED TO CONSTITUTE "CHATTEL PAPER" UNDER THE UNIFORM COMMERCIAL CODE OF ANY JURISDICTION, NO SECURITY INTEREST MAY BE OBTAINED IN SUCH CHARTER SUPPLEMENT EXCEPT BY POSSESSION OF THE COUNTERPART THEREOF DENOTED "COUNTERPART NO. 1".

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ALLEGHENY)

On this 17th day of December, 1981, before me personally appeared W. N. Kay, to me personally known, who, being by me duly sworn, says that he is a Vice President of DRAVO MECHLING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Mary Ann Miller
Notary Public

MARY ANN MILLER, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 15, 1984
Member, Pennsylvania Association of Notaries

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT)
) ss.:
COUNTY OF HARTFORD)

On this 18th day of December 1981, before me personally appeared M.J. Rister, to me personally known, who, being by me duly sworn, says that he is a Asst V. Pres. of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Carol Lee Shattuck
Notary Public

CAROL LEE SHATTUCK
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

[Notarial Seal]

My Commission expires