

RECORDATION NO. W164 FILED

JUL 17 2015 - 3:50 PM

# Lugenbuhl

SURFACE TRANSPORTATION BOARD

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

Nathan Horner  
nhorner@lawla.com

July 16, 2015

**Via Federal Express**  
**7740 7050 7186**

Surface Transportation Board  
395 E Street, SW  
Washington, D.C. 20024

Dear Sir or Madam:

We represent TCF Equipment Finance, a division of TCF National Bank, the owner and lessor of the vessels described below, which have been chartered to Marquette Transportation Company, LLC, as lessee/charterer. I have enclosed an original and one counterpart of a Memorandum of Bareboat Charter, dated July 10, 2015, 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:

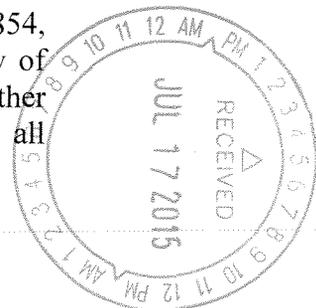
TCF Equipment Finance, a division of TCF National Bank  
11100 Wayzata Boulevard, Suite 801  
Minnetonka, Minnesota 55305

Lessee/Charterer:

Marquette Transportation Company, LLC  
150 Ballard Circle  
Paducah, Kentucky, 42001

A description of the equipment covered by the charter evidenced by the document follows:

The bareboat charter covers thirty (30) United States documented, 200' x 35' x 13' covered inland hopper barges, the barges MTC 825 through MTC 854, inclusive (more fully described on Appendix 1 to the Memorandum, a copy of which is attached hereto), together with all winches, covers and other appurtenances forming a part or component of such vessels, and any and all



additions, improvements or replacements thereto, or any part thereof, whether now owned or hereafter acquired.

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

Master Bareboat Charter Agreement between TCF Equipment Finance, a division of TCF National Bank, a national banking association organized under the laws of the United States, with offices at 11100 Wayzata Boulevard, Suite 801, Minnetonka, Minnesota 55305, as Owner, and Marquette Transportation Company, LLC, a Delaware limited liability company, with offices at 150 Ballard Circle, Paducah, Kentucky, 42001, as Charterer, dated July 10, 2015, and certain charter Schedules executed pursuant thereto, respectively covering thirty (30) United States documented, 200' x 35' x 13' covered inland hopper barges, the barges MTC 825 through MTC 854, inclusive (more fully described on Appendix 1 to the Memorandum, a copy of which is attached hereto), together with all winches, covers and other appurtenances forming a part or component of such vessels, and any and all additions, improvements or replacements thereto, or any part thereof, whether now owned or hereafter acquired, and all proceeds thereof.

I have enclosed our check in the amount of \$43 to cover the filing fee. Please return a filed copy of the enclosed Memorandum of Bareboat Charter Party to the undersigned at the address stated above.

Very truly yours,



Nathan P. Horner

## APPENDIX 1

Vessels which are or may become subject to that certain Master Bareboat Charter Agreement dated July 10, 2015, and the Schedule(s) related thereto, between TCF Equipment Finance, a division of TCF National Bank, a national banking association, as Owner, and Marquette Transportation Company, LLC, as Charterer:

Name	Hull No.	Official No.		Name	Hull No.	Official No.
MTC 825	SV105	1259950		MTC 840	968	1259756
MTC 826	SV106	1259951		MTC 841	969	1259757
MTC 827	957	1259952		MTC 842	970	1259759
MTC 828	958	1259745		MTC 843	971	1259760
MTC 829	959	1259746		MTC 844	SV109	1259758
MTC 830	960	1259747		MTC 845	972	1259761
MTC 831	SV107	1259703		MTC 846	973	1259762
MTC 832	961	1259748		MTC 847	974	1259763
MTC 833	962	1259749		MTC 848	975	1259765
MTC 834	963	1259751		MTC 849	976	1259766
MTC 835	964	1259752		MTC 850	977	1259767
MTC 836	965	1259753		MTC 851	SV110	1259764
MTC 837	SV108	1259750		MTC 852	978	1259768
MTC 838	966	1259754		MTC 853	979	1259769
MTC 839	967	1259755		MTC 854	980	1259770

together with all winches, covers and other appurtenances forming a part or component of such vessels, and also any and all additions, improvements and replacements thereto, or any part thereof, whether now owned or hereafter acquired (collectively the "Vessels"), and all proceeds thereof.

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SURFACE TRANSPORTATION BOARD

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MEMORANDUM OF BAREBOAT CHARTER

between

TCF EQUIPMENT FINANCE, a division of TCF National Bank  
("Owner")

and

MARQUETTE TRANSPORTATION COMPANY, LLC  
("Charterer")

July 10, 2015

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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

**THIS MEMORANDUM OF BAREBOAT CHARTER** is made and entered into to be effective as of July 10, 2015, by and between **TCF EQUIPMENT FINANCE**, a division of TCF National Bank, with offices at 11100 Wayzata Boulevard, Suite 801, Minnetonka, Minnesota 55305 (hereinafter, together with its successors and assigns, "Owner"), and **MARQUETTE TRANSPORTATION COMPANY, LLC**, a Delaware limited liability company, with offices at 150 Ballard Circle, Paducah, Kentucky, 42001 (hereinafter, "Charterer").

### WITNESSETH:

1. Owner and Charterer are parties to that certain Master Bareboat Charter Agreement dated as of July 10, 2015 and are or will become parties to Schedules incorporating the terms of the master agreement (collectively, the "Bareboat Charter").

2. Owner has agreed, subject to the terms of the Bareboat Charter, to let and demise to Charterer, and the Charterer has agreed to hire from Owner, the thirty (30) new 200' x 35' x 13' covered hopper barges described on Appendix 1 attached hereto (hereinafter, each, a "Vessel," and collectively, the "Vessels").

3. The Bareboat Charter with respect to the Vessels becomes effective as of the date stated in the Schedule(s) covering the Vessels and shall be subject to a Term, as specified in the Bareboat Charter and the applicable Schedule(s).

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 on this 10<sup>th</sup> day of July, 2015 to be effective as of the date and year first above written.

Owner:  
TCF EQUIPMENT FINANCE,  
a division of TCF National Bank

By: Debbie Grundy  
Name: Debbie Grundy  
Title: VP, Operations

Charterer:  
MARQUETTE TRANSPORTATION COMPANY, LLC

By: \_\_\_\_\_  
Name: Amy Bramlitt  
Title: Chief Financial Officer

**MEMORANDUM OF BAREBOAT CHARTER**

**THIS MEMORANDUM OF BAREBOAT CHARTER** is made and entered into to be effective as of July 10, 2015, by and between **TCF EQUIPMENT FINANCE**, a division of TCF National Bank, with offices at 11100 Wayzata Boulevard, Suite 801, Minnetonka, Minnesota 55305 (hereinafter, together with its successors and assigns, "Owner"), and **MARQUETTE TRANSPORTATION COMPANY, LLC**, a Delaware limited liability company, with offices at 150 Ballard Circle, Paducah, Kentucky, 42001 (hereinafter, "Charterer").

WITNESSETH:

1. Owner and Charterer are parties to that certain Master Bareboat Charter Agreement dated as of July 10, 2015 and are or will become parties to Schedules incorporating the terms of the master agreement (collectively, the "Bareboat Charter").

2. Owner has agreed, subject to the terms of the Bareboat Charter, to let and demise to Charterer, and the Charterer has agreed to hire from Owner, the thirty (30) new 200' x 35' x 13' covered hopper barges described on Appendix 1 attached hereto (hereinafter, each, a "Vessel," and collectively, the "Vessels").

3. The Bareboat Charter with respect to the Vessels becomes effective as of the date stated in the Schedule(s) covering the Vessels and shall be subject to a Term, as specified in the Bareboat Charter and the applicable Schedule(s).

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 on this \_\_\_\_ day of July, 2015 to be effective as of the date and year first above written.

Owner:  
TCF EQUIPMENT FINANCE,  
a division of TCF National Bank

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

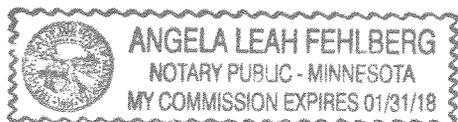
Charterer:  
MARQUETTE TRANSPORTATION COMPANY, LLC

By: Amy Bramlitt  
Name: Amy Bramlitt  
Title: Chief Financial Officer

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF HENNEPIN )

On this 10<sup>th</sup> day of July, 2015, before me personally appeared Debbie Grundy, to me personally known, who being by me duly sworn, says that she/he is the VPI Operations of TCF EQUIPMENT FINANCE, a division of TCF National Bank, a national banking association, that the foregoing instrument was signed on behalf of said corporation 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 corporation.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal the day and year first above written.



Angela L Fehlberg  
NOTARY PUBLIC

Printed Name: Angela L Fehlberg

My commission expires: Jan 31, 2018

STATE OF KENTUCKY )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of July, 2015, before me personally appeared Amy Bramlitt, to me personally known, who being by me duly sworn, says that she is the Chief Financial Officer of MARQUETTE TRANSPORTATION COMPANY, LLC, a Delaware limited liability company, that the foregoing instrument was signed on behalf of said company by order of its Manager and Board of Directors, and he 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 MINNESOTA )  
 ) ss  
COUNTY OF HENNEPIN )

On this \_\_\_ day of July, 2015, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that she/he is the \_\_\_\_\_ of TCF EQUIPMENT FINANCE, a division of TCF National Bank, a national banking association, that the foregoing instrument was signed on behalf of said corporation 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 corporation.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

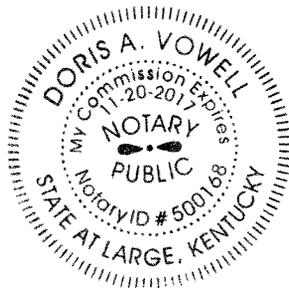
Printed Name: \_\_\_\_\_

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

STATE OF KENTUCKY )  
 ) ss  
COUNTY OF MeCracken )

On this 9<sup>th</sup> day of July, 2015, before me personally appeared Amy Bramlitt, to me personally known, who being by me duly sworn, says that she is the Chief Financial Officer of MARQUETTE TRANSPORTATION COMPANY, LLC, a Delaware limited liability company, that the foregoing instrument was signed on behalf of said company by order of its Manager and Board of Directors, and he 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.



Doris A. Vowell  
NOTARY PUBLIC

Printed Name: Doris A. Vowell

My commission expires: 11-20-17

## APPENDIX 1

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MTC 827	957	1259952		MTC 842	970	1259759
MTC 828	958	1259745		MTC 843	971	1259760
MTC 829	959	1259746		MTC 844	SV109	1259758
MTC 830	960	1259747		MTC 845	972	1259761
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MTC 836	965	1259753		MTC 851	SV110	1259764
MTC 837	SV108	1259750		MTC 852	978	1259768
MTC 838	966	1259754		MTC 853	979	1259769
MTC 839	967	1259755		MTC 854	980	1259770

together with all winches, covers and other appurtenances forming a part or component of such vessels, and also any and all additions, improvements and replacements thereto, or any part thereof, whether now owned or hereafter acquired (collectively the “Vessels”), and all proceeds thereof.