Exhibit 7 to the Security Agreement Document 17

Contract No. MA-_____

DEPOSITORY AGREEMENT

THIS DEPOSITORY AGREEMENT (the "Agreement") dated as of _____, among (i) _____, a _____ corporation (the "Shipowner"), (ii) the UNITED STATES OF AMERICA represented by the Secretary of Transportation, acting by and through the Maritime Administrator (the "Secretary"), and (iii) _____, a _____ (the "Depository" and also the "Securities Intermediary").

RECITALS

WHEREAS, Pursuant to the understandings set forth in the Recitals to the Security Agreement executed on this date, the Shipowner has issued certain Obligations designated "United States Government Guaranteed Ship Financing Obligations, ____ Series" in an aggregate principal amount not to exceed $_____ to finance the construction of the Vessels;

WHEREAS, As further security for the issuance of the Secretary's Guarantee, the Shipowner has granted a security interest in (i) all of its right, title and interest in and to the Title XI Reserve Fund and the Construction Fund (also known as the Securities Accounts) and (ii) all the Financial Assets now on deposit or hereafter placed in deposit in the Securities Accounts to be held and invested in accordance with the terms and conditions of this Agreement; and

WHEREAS, It is the intention of the parties hereto that these security interests be perfected by (i) the execution and delivery of this Agreement and by the Depository's possession on behalf of the Secretary of said Financial Assets and (ii) by the filing of appropriate financing statements to record the Secretary's security interests.

NOW, THEREFORE, in consideration of the premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is hereby agreed:

SECTION 1. Separate Accounts. (a) Title XI Reserve Fund. The Depository agrees when and if required by the Financial Agreement or the Security Agreement to open a separate Securities Account to hold the Title XI Reserve Fund for the benefit of the Secretary in the name of "_____ , entirely as collateral for the United States of America, represented by the Secretary of Transportation, acting by and through the Maritime Administrator (the "Secretary") and held by the Securities Intermediary solely and exclusively for the benefit of the Secretary."

(b) Construction Fund. The Depository acknowledges the receipt of a deposit in the Construction

Fund in an amount of $_____ from the proceeds of the Obligations and agrees to hold this amount and any future deposits in a separate Securities Account for the benefit of the Secretary in the name of "_____ , entirely as collateral for the United States of America, represented by the Secretary of Transportation, acting by and through the Maritime Administrator (the "Secretary") and held by the Securities Intermediary solely and exclusively for the benefit of the Secretary."

(c) The Depository shall send the Secretary and the Shipowner a notice of each account when established (including the account number) and it may not change the name or the account number of either account without the Secretary's prior written consent.

(d) Moneys from time to time remaining on deposit in the Securities Accounts shall be subject to withdrawal upon receipt by the Depository of a Request for payment (specifying the Person to be paid and the amounts of such payments) executed by the Shipowner and approved by the Secretary. The Depository shall promptly make payment in accordance with the terms of a Request approved by the Secretary. In no event, however, may the Depository make a payment to the Shipowner or any other Person without the Secretary's prior written approval.

(e) In the event that the Secretary delivers a written notice stating that the Secretary is exercising exclusive control over a Securities Account ("Notice of Exclusive Control"), the Depository shall cease complying with any of the Shipowner's Requests (including an approved Request for payment or a Request to invest or reinvest) or any other instruction from the Shipowner or any other party that would constitute an "entitlement order" as defined by Section 8.102(a)(8) of the UCC.

(f) Coincident with the issuance of a Notice of Exclusive Control, or at any time thereafter, the Secretary may request in writing that the Depository pay all or part of the proceeds of a Securities Account to the Secretary, and the Depository shall promptly disburse to the Secretary the amount requested from the Securities Account in accordance with the Secretary's request.

SECTION 2. Contents and Investment of Accounts. (a) The Depository hereby agrees that each item of property (whether investment property, financial asset, security, instrument or cash) credited to any of the Securities Accounts shall be treated as a Financial Asset. Any cash held by the Depository pursuant to any of the provisions of this Agreement (1) shall be segregated, (2) shall not be invested or reinvested except as provided in the following paragraph (b), and (3) shall not bear interest, except as the Shipowner and the Depository may agree.

(b) Unless the Depository shall have received a Notice of Exclusive Control from the Secretary, the Depository shall comply with a Shipowner's Request to invest or reinvest any cash held by the Depository in Eligible Investments; provided, however, that such investments or reinvestments of the Construction Fund shall be limited to negotiable certificates of deposit and direct obligations of the United States and its agencies as permitted by Sections 5(a)(1) and 5(a)(3)(A)of the Financial Agreement and shall mature not later than three months from the date of the purchase of the certificate of deposit or the

investment or reinvestment.

(c) Unless the Depository shall have received a Notice of Exclusive Control from the Secretary, the Depository shall comply with a Shipowner's Request (or the Secretary's request upon delivery of a Notice of Exclusive Control) to sell all or any designated part of such Eligible Investments. If such sale (or any payment at maturity) produces (1) a net sum less than the cost (including accrued interest paid, as such) of the Eligible Investments so sold or paid, the Depository shall give written notice to the Shipowner and the Secretary, and the Shipowner shall promptly pay the deficiency to the Depository, or (2) a net sum greater than the cost (including accrued interest paid as such) of the Eligible Investments so sold or paid, the Depository shall promptly pay the excess to the Shipowner, unless the Depository shall have received a Notice of Exclusive Control from the Secretary.

(d) Unless the Depository shall have received a Notice of Exclusive Control from the Secretary and subject to the provisions of subsection 2(c), the Depository shall pay the Shipowner any interest or dividends paid on cash or Eligible Investments (less an amount equal to accrued interest paid upon purchase) when received by the Depository.

(e) Any and all securities or other Financial Assets credited to each of the Securities Accounts shall be registered in the name of the Depository or any nominee of the Depository, indorsed to the Depository or such nominee or in blank and in no case will any Financial Asset credited to any Securities Account be registered in the name of the Shipowner, be payable to the order of the Shipowner or specially indorsed to the Shipowner, except to the extent the foregoing have been specially indorsed to the Depository.

(f) If any money held by the Depository is invested in "certificated securities" as defined in Section 8-102(4) of the UCC, then the Depository (1) shall take delivery of such certificated securities in bearer form or registered form issued to the Depository or indorsed to the Depository, or in blank; (2) shall maintain continuous possession of such certificated securities; (3) shall identify, by book entry or otherwise, that such certificated securities belong to the Shipowner subject to a security interest in favor of the Secretary, and (4) shall send to the Shipowner and the Secretary a confirmation reflecting the purchase of such certificated securities and the security interest therein in favor of the Secretary.

(g) If any money held by the Depository is invested in direct obligations of the United States Treasury which constitute "book-entry Treasury Securities" as defined in 31 C.F.R. Section 306.115(d) (the "Treasury Securities"), the Depository (1) shall determine that such Treasury Securities are issued in the form of entries on the records of the Federal Reserve Bank of (city) (the "FRB_"), and shall provide the Shipowner and the Secretary with written notice thereof; (2) shall hold such Treasury Securities in (city) directly through a member of the FRB_; (3) shall identify such Treasury Securities, by book entry or otherwise, as being registered in the name of the Depository, for the benefit of the Shipowner, subject to the Secretary's security interest therein; and (iv) shall send to the Shipowner and the Secretary a confirmation reflecting the purchase of such Treasury Securities and the security interest therein in favor of the Secretary.

(h) All commissions, brokerage, taxes, and expenses, if any, applicable to the acquisition or sale of Eligible Investments under this Section and payable to the Depository shall be paid by the Shipowner from its separate funds.

SECTION 3. Secretary's Security Interest in Funds. (a) All Financial Assets held by the Depository, at whatever time, pursuant to the provisions of this Agreement, whether cash, moneys, securities, Eligible Investments, instruments, negotiable documents, chattel paper, proceeds thereof or otherwise, shall constitute and be held by the Depository solely and exclusively for the benefit of the Secretary as security for the payment and performance of any and all of the Secretary's Notes. By its signature below, the Shipowner and the Depository hereby acknowledges the Secretary's security interest under this Agreement.

(b) The Depository confirms that it has no security interest in any of the Financial Assets in any of the Securities Accounts or any security entitlement credited thereto, and that the Financial Assets will not be subject to deduction, set-off, or banker's lien and that the Depository will take no action to encumber, set-off, recoup, or in any manner apply or retain said property for its own use or benefit or for any Person other than the Secretary.

(c) Except for the interests of the Secretary and the Shipowner in the Securities Accounts, the Depository does not know of any claim to, or interest in, and has not entered into any other agreements with respect to the Securities Accounts or in any Financial Asset credited thereto. If any Person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against any Securities Account or in any Financial Asset carried therein, the Depository will promptly notify the Secretary and the Shipowner.

(d) The Depository shall promptly send all statements and confirmations with respect to the Securities Accounts to the Secretary and the Shipowner.

SECTION 4. Depository's Responsibilities. (a) The duties of the Depository are only such as are herein specifically provided, being purely ministerial in nature, and the Depository shall incur no liability whatsoever, except for willful misconduct or gross negligence.

(b) The Depository shall be under no responsibility for the Recitals in this Agreement, the genuineness or validity of any document deposited with it, the correctness of any statement or calculation submitted to it, or any losses due to the Shipowner's investment decisions and shall be fully protected in acting in accordance with any written instructions or approval of the Secretary or Request of the Shipowner given it hereunder, and believed by it to have been signed by the proper parties.

(c) The Depository may consult with counsel and shall be fully protected in any action taken in accordance with the advice of such counsel. The Depository shall be fully indemnified by the Shipowner

to its satisfaction against any loss, liability or expense which it may incur other than arising from its gross negligence or willful misconduct in acting under the Agreement, including, but not limited to, the cost and expense of defending any legal proceedings which may be instituted against it with respect to the subject matter of this Agreement. The Depository shall not be required to institute legal proceedings of any kind.

SECTION 5. Depository's Fees. The Shipowner agrees to pay or cause to be paid from its accounts or funds separate from the Securities Accounts, the reasonable expenses (including counsel and investigatory fees) and disbursements of the Depository incurred in connection with the performance of its duties hereunder and the Depository agrees that only the Shipowner is liable for such payment.

SECTION 6. Notices**.** All notices or other communications may be made or delivered in person, or by nationally recognized courier service, or by fax with hard copy to follow, or by certified or registered mail, postage prepaid, addressed to the particular parties as provided below, or to such other address as such parties may hereafter specify in a written notice to the other parties hereto, and all notices or other communications shall be in writing so addressed, and shall be effective upon receipt by the addressee thereof:

Depository: _____
_____
_____

Shipowner: _____
_____
_____

Secretary: SECRETARY OF TRANSPORTATION
c/o Maritime Administrator
Maritime Administration
U.S. Department of Transportation
400 Seventh Street, S.W.
Washington, D.C. 20590
FAX: 202-366-7901

SECTION 7. Amendments and Supplements**.** No Agreement shall be effective to change or modify, supplement, amend or discharge in whole or in part this Agreement, unless such agreement is in writing, signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, but the Depository shall not have the right to assign this Agreement or its rights hereunder without the prior written consent of the Shipowner and the Secretary and any attempt to do so shall be null and void ab initio.

SECTION 8. Resignation, Removal and Succession of Depository. (a) The Depository may

resign at any time by giving written notice to the Shipowner and the Secretary. The Depository may at any time be removed by the Shipowner with the prior written consent of the Secretary, or by the Secretary by written notice delivered to the Depository with a copy to the Shipowner.

(b) If any notice of resignation or of removal shall have been given pursuant to Section 8(a), then a successor Depository shall promptly be appointed by (1) the Shipowner with the prior written consent of the Secretary, or (2) the Secretary if the Shipowner fails to appoint an acceptable Depository within thirty (30) days of such resignation or removal.

(c) Any resignation or removal of the Depository shall be effective only upon the appointment by the Shipowner, with the written consent of the Secretary, of a successor Depository and acceptance by the successor Depository.

(d) Upon appointment and acceptance as Depository, each successor Depository shall forthwith, without further act or deed, succeed to all the rights and duties of its predecessor under this Depository Agreement. Such predecessor shall promptly deliver to such successor Depository all Financial Assets held in any Securities Account pursuant hereto, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Depository hereunder. Upon the written request of the successor Depository, the Secretary or the Shipowner, such predecessor shall transfer, assign, and confirm to the successor Depository all of its rights under this Agreement by executing and delivering from time to time to the successor Depository such further instruments, and by taking such other action as may reasonably be deemed by such successor Depository, the Secretary, or the Shipowner to be appropriate in connection therewith.

SECTION 9. Definitions. For all purposes of this Agreement, unless otherwise expressly provided or unless the context otherwise requires, all capitalized terms shall have the meaning given by Schedule X to the Security Agreement.

SECTION 10. Governing Law. This Agreement and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the federal laws of the United States of America, but if they are inapplicable then in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective officers thereunto, duly authorized as of the day and year first above written.

_____ By:_____
Attest: Title:

BY: _____
Title:

_____
Attest

UNITED STATES OF AMERICA
SECRETARY OF TRANSPORTATION
Maritime Administrator

Secured Party

_____ BY:_____
Attest Title: Secretary
Maritime Administration