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INTERSTATE COMMERCE COMMISSION

BAREBOAT CHARTER

THIS CHARTER, made the 29th day of July, 1976, between AMERICAN COMMERCIAL LINES, INC., a Delaware corporation (the "Shipowner"), and COMMERCIAL BARGE LINE COMPANY, a Delaware corporation (the "Charterer").

WITNESSETH :

WHEREAS, the Shipowner is the owner of the United States flag Vessels listed in Schedule A hereto (the "Vessels") subject to a First Preferred Fleet Mortgage dated the date hereof (the "Mortgage") in favor of the United States of America, represented by the Secretary of Commerce acting by and through the Assistant Secretary of Commerce for Maritime Affairs (the "Secretary"); and

WHEREAS, the Charterer desires to hire and the Shipowner agrees to let the Vessels to the Charterer in accordance with the terms of this Agreement;

NOW THEREFORE, the parties hereto agree as follows:

Section 1. *The Charter Period*

The Shipowner hereby lets and demises, and the Charterer hereby hires, the Vessels commencing on the date hereof and continuing for such time as the Mortgage to the United States of America on the Vessels is outstanding upon the terms and conditions set forth in this Charter (the "Charter Period").

Section 2. *Delivery; Redelivery*

The Charterer accepts delivery of the Vessels at the port or ports where the Vessels are located on the date hereof. The Charterer agrees to redeliver the Vessels to the Shipowner at the termination of the Charter Period at such port or ports in the continental United States of America as the Shipowner shall designate to the Charterer in writing 30 days prior to the date of such redelivery.

Section 3. *Charter Hire*

(a) The Charterer agrees to pay the Shipowner semiannually commencing on January 15, 1977, and on each July 15 and January 15 thereafter, Charter Hire in an amount equal to the greater of (i) the Shipowner's total debt service or (ii) the Shipowner's total direct cost. (All such amounts are herein called "Basic Hire".) For this purpose "total debt service" and "total direct cost" are as follows:

(1) "Total debt service" is the total of all principal, interest, Indenture Trustee fees and Title XI Guarantee Fees which became due for payment during the semiannual period on the Shipowner's United States Government Guaranteed Ship Financing Bonds (the "Bonds").

(2) "Total direct cost" are all costs and expenses except state and federal income taxes which appear on the Shipowner's statement of earnings for the semiannual period, prepared in accordance with generally accepted accounting principles and which are directly identifiable to the "Bonds" and ownership of the Vessels.

(b) The Charterer's obligation to make payments of Basic Hire hereunder shall be absolute and unconditional and under any and all circumstances and no payment of such amount shall be subject to any right of set-off, counterclaim, recoupment, defense, abatement, suspension, deferment or reduc-

tion, for any reason whatsoever, and the Charterer shall have no right to terminate this Charter (except as expressly provided herein) or to be released, relieved or discharged from any obligation or liability to pay Basic Hire for any reason whatsoever. Each payment of Basic Hire hereunder, shall be final and the Charterer agrees not to seek to recover all or any part of Basic Hire from the Shipowner, the Secretary, the Indenture Trustee, the holders of the aforementioned Bonds or any other person for any reason whatsoever. The Charterer hereby waives to the extent permitted by applicable law any and all right which it may now have or which at any time hereafter it may have conferred upon it, by statute or otherwise, to terminate, cancel, quit, or surrender this Charter except in accordance with the expressed terms hereof. Even though the Charterer shall be deprived of or limited in the use of the Vessels, or any of them, in any respect or for any length of time whether or not by reason of some act, omission or breach on the part of the Shipowner or a third party, whether or not resulting from accident and whether or not without fault on the part of the Charterer, the Charterer will continue to make all payments of Basic Hire without interruption or abatements so long as this Charter shall not have been terminated in accordance with its terms. Compliance with this section by the Charterer shall not waive or release any claim, right or remedy of the Charterer against the Shipowner or any other person and the enforcement thereof by means available to the Charterer and not inconsistent with the provisions of this Charter.

Section 4. *Use and Operation*

(a) The Charterer shall have the full use of the Vessels and may employ the Vessels in any trade throughout the United States of America, except that the Vessels shall not be operated in any manner contrary to applicable law.

(b) The Charterer shall have exclusive possession and control of the Vessels and shall man, victual, navigate and operate each of the Vessels at its own expense or by its own procurement throughout the Charter Period. The master, officers and crew, if any, of the Vessels shall be engaged and employed by the Charterer and shall remain the Charterer's servants, navigating and working the Vessels on behalf of and at the risk of the Charterer.

(c) The Charterer shall, at its own expense, provide such additional equipment, outfit, tools, appliances, spare and replacement parts and consumable and nonconsumable stores as may be required for the operation of each of the Vessels. Such additional equipment and stores shall remain the property of the Charterer.

Section 5. *Maintenance; Changes*

(a) The Charterer shall keep each of the Vessels in the good order and condition required to be maintained pursuant to Section 2.04(i) of the Security Agreement dated the date hereof (the "Security Agreement") between the Shipowner and the Secretary.

(b) The Charterer agrees that without the prior written consent of the Shipowner and the Secretary it will not take any action in respect of any Vessel prohibited by Section 2.04(j) of the Security Agreement.

Section 6. *Documentation; Liens*

(a) Throughout the Charter Period, the Charterer shall maintain the documentation of the Vessel in the Shipowner's name under the laws and flag of the United States of America, shall maintain the lien of the Mortgage, and shall procure and maintain in full force and effect all permits and licenses as may be required by applicable federal, state or local laws or regulations by reason of the nature or location of the Charterer's use of the Vessels. The Shipowner agrees to cooperate with the Charterer in maintaining the foregoing.

(b) Neither the Charterer, its agents, masters, servants, shore personnel nor any party whatsoever shall have any right, power or authority to create, incur or permit to be imposed upon any of the

Vessels any liens whatsoever. The Charterer hereby agrees to notify any and all persons furnishing any items chargeable to the account of the Charterer which are deemed necessities to the Vessels. In addition, the Charterer hereby agrees to carry on each of the Vessels the Notice of Mortgage referred to in the Security Agreement.

Section 7. *Insurance*

The Charterer agrees to maintain such insurance as requested by the Shipowner on the Vessels at its own cost.

Section 8. *Requisition of Title, Seizure or Forfeiture; Total Loss*

In the event of a requisition of title to a Vessel, seizure of a Vessel or forfeiture of a Vessel or the happening of any of the circumstances referred to in Section 2.07(c)(3) of the Security Agreement resulting in an actual, constructive, agreed or compromised total loss of a Vessel, the Charterer agrees as follows:

- (i) To give prompt written notice thereof to the Shipowner and the Secretary; and
- (ii) To promptly pay all amounts it receives by reason of such requisition or total loss to the Secretary to the extent required by the Security Agreement (subject to the consent or approval of the Secretary and/or the Maritime Administration if and to the extent they have jurisdiction) to be applied by the Secretary in accordance with the provisions of Section 2.09(3) of the Security Agreement.

Section 9. *Default; Remedies*

If at any time during the Charter Period the Charter shall fail to perform any of its duties or obligations hereunder or shall violate any of the provisions of this Charter, the Shipowner may, without prejudice to any other legal rights or remedies which it may have under this Charter or as provided by law, withdraw and retake any or all of the Vessels wherever the same may be found, whether upon the high seas or in any port, harbor or other place and without prior demand and without legal process, and for that purpose may enter upon any dock, pier or other premises where such Vessel or Vessels may be found and may take possession thereof.

Section 10. *Taxes*

The Shipowner shall not be responsible for any transportation, use, sales, property or other federal, state or local taxes levied or assessed in connection with any of the Vessels or the operation or use thereof during the Charter Period and all such taxes shall be for the Charterer's account (excepting only income taxes of the Shipowner on Charter Hire paid hereunder).

Section 11. *Secretary's Rights; Subcharters*

(a) The Shipowner's right, title and interest in and to this Charter and all Charter Hire and any other amounts paid hereunder are subject to a Security Interest in favor of the Secretary as provided in the Security Agreement. The Charterer's right to peaceful use and possession are subject, also, to the rights of the Secretary under the Mortgage.

(b) The Charterer agrees not to subcharter any of the Vessels except the foregoing shall not apply to (i) demise subcharters approved by the Secretary in writing, and, (ii) demise subcharters permitted by Sections 12(b)(3) and 13(c)(3) of due Title XI Reserve Fund and Financial Agreement dated the date hereof between the Charterer and the Secretary.

Section 12. *Miscellaneous*

(a) For so long as the Mortgage or the Security Agreement are in full force and effect, this Charter may not be amended, modified or supplemented without the prior written consent of the Secretary.

(b) For purposes of this Charter all notices required hereunder shall be sent to the addresses of the parties as follows:

If to the Shipowner: American Commercial Lines, Inc.
3800 Frederica Street
Owensboro, Kentucky 42301
Attention: Secretary

With a copy to: 3401 Allen Parkway
Houston, Texas 77019

If to the Charterer: Commercial Barge Line Company
3800 Frederica Street
Owensboro, Kentucky 42301
Attention: Secretary

With a copy to: 3401 Allen Parkway
Houston, Texas 77019

If to the Secretary: Secretary of Commerce
c/o Assistant Secretary of Commerce
for Maritime Affairs
Maritime Administrator
Department of Commerce
Washington, D.C. 20230

(c) This Charter is not a personal contract. It is agreed that the Shipowner may avail itself of the rights created by Section 4283 through 4287 of the United States Revised Statutes 46 USC Sections 183-187 in any and all circumstances whatsoever, except where the losses incurred with privity of knowledge of the Shipowner.

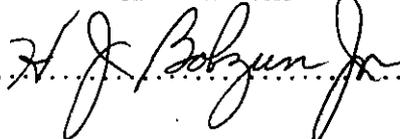
(d) The Shipowner and Charterer agree that future deliveries of Undelivered Vessels (as defined in the Security Agreement dated the date hereof between the Shipowner and the United States of America) by the Shipowner to the Charterer shall be evidenced by amendments to this Charter substantially in the form of Exhibit A hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

AMERICAN COMMERCIAL LINES, INC.

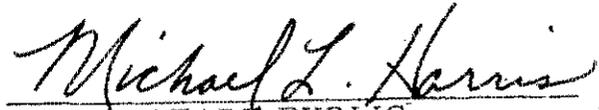
By 

COMMERCIAL BARGE LINE COMPANY

By 

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

Before me, MICHAEL L. HARRIS, a Notary Public,
this 29th day of July, 1976, personally appeared COMMERCIAL
BARGE LINE COMPANY by its Vice President, H. J. BOBZIEN,
JR., and acknowledged the execution of the foregoing instrument.


NOTARY PUBLIC

My Commission Expires:
October 3, 1976

ACKNOWLEDGMENT

Before me, MICHAEL L. HARRIS, a Notary Public, this
29th day of July, 1976, personally appeared American Commer-
cial Lines, Inc. by F. H. BLASKE, its Vice President, and
acknowledged the execution of the foregoing instrument.


NOTARY PUBLIC

My Commission Expires:
October 3, 1976

SCHEDULE A

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Oil Screw	Charles Lehman	545338	Jeffersonville, Indiana	1973	946/643
"	Louis H. Meece	546688	Jeffersonville, Indiana	1973	946/643
"	V. W. Meythaler	548689	Jeffersonville, Indiana	1973	946/643
"	Carl Shelton	550559	Jeffersonville, Indiana	1973	946/643
"	W. O. Watson	552799	Houma, Louisiana	1973	392/266
"	Dan J. Hogan	553908	Houma, Louisiana	1974	392/264
"	D. Ray Miller	555425	Jeffersonville, Indiana	1974	946/643
"	Richard C. Young	553902	Jeffersonville, Indiana	1974	946/643
"	Wally Roller	560135	Houma, Louisiana	1974	622/423
"	W. A. Kernan	559099	Jeffersonville, Indiana	1974	946/643
"	A. C. Shelton	561874	Grafton, Illinois	1975	214/145
"	J. E. Nivin	564006	Houma, Louisiana	1975	622/423
"	Harry M. Mack	565154	Jeffersonville, Indiana	1975	1155/785
"	Lewis A. Enlow	561873	Grafton, Illinois	1975	214/145

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Oil Screw	James E. Philpott	568650	Grafton, Illinois	1975	214/145
"	Rusty Barrilleaux	566622	Grafton, Illinois	1975	214/145
"	Bill Froerich	570081	Grafton, Illinois	1976	214/145
"	R. H. O'Neill	570554	Houma, Louisiana	1976	622/423
"	Sonny Ivey	572994	Houma, Louisiana	1976	622/423

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Covered Hopper	ACBL 1310	545680	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1311	545681	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1312	545682	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1313	545683	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1314	545684	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1315	545685	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1316	545686	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1317	545687	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1318	545688	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1319	545689	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1320	545690	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1321	545691	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1322	545692	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1323	545693	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1324	545694	Jeffersonville, Indiana	1973	865/865

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Covered Hopper	ACBL 1325	545695	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1326	545696	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1327	545697	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1328	545698	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1329	545699	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1330	545700	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1331	545701	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1332	545702	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1333	545703	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1334	545704	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1335	547029	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1336	547030	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1337	547031	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1338	547032	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1339	547033	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1340	547034	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1341	547035	Jeffersonville, Indiana	1973	865/865

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Covered Hopper	ACBL 1342	547036	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1343	547037	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1344	547038	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1345	547039	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1346	547040	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1347	547041	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1348	547042	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1349	547043	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1350	547044	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1351	547045	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1352	547046	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1353	547047	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1354	547048	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1355	547049	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 1356	547050	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper.	ACBL 1357	547051	Jeffersonville, Indiana	1973	865/865
Barge, Covered Hopper	ACBL 2825	547052	Jeffersonville, Indiana	1973	1024/1024

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Covered Hopper	ACBL 2826	547053	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2827	547054	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2828	547055	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2829	547056	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2830	547057	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2831	547058	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2832	547059	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2833	547060	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2834	547061	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2835	547062	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2836	547063	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2837	547064	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2838	547065	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2839	547066	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2840	547067	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2841	547068	Jeffersonville, Indiana	1973	1024/1024

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Covered Hopper	ACBL 2842	547069	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2843	547070	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2844	547071	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2845	549463	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2846	549464	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2847	549465	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2848	549466	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2849	549467	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2850	549468	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2851	549469	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2852	549470	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2853	549471	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2854	549472	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2855	549473	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2856	549474	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2857	549475	Jeffersonville, Indiana	1973	1024/1024

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Covered Hopper	ACBL 2858	549476	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2859	549477	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2860	549478	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2861	549479	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2862	549480	Jeffersonville,, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2863	549481	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2864	549482	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2865	549483	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2866	549484	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2867	555274	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2868	555275	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2869	555276	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2870	555277	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2871	555278	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2872	555279	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2873	555280	Jeffersonville, Indiana	1973	1024/1024

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Covered Hopper	ACBL 2874	555281	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2875	555282	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2876	555283	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2877	555284	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2878	555285	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2879	555286	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2880	555287	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2881	555288	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2882	556474	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2883	556475	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2884	556476	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2885	556477	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2886	556478	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2887	556479	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2888	556480	Jeffersonville, Indiana	1973	1024/1024

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Covered Hopper	ACBL 2889	556481	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2890	556482	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2891	556483	Jeffersonville, Indiana	1973	1024/1024
Barge, Covered Hopper	ACBL 2892	565396	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2893	565397	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2894	565398	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2895	565399	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2896	565400	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2897	565401	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2898	565402	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2899	565403	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2900	565404	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2901	565405	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2902	565406	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2903	565407	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2904	565408	Jeffersonville, Indiana	1975	1024/1024

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Covered Hopper	ACBL 2905	565409	Jeffersonville, Indiana	1975	1024/1024
Barge, Covered Hopper	ACBL 2906	565410	Jeffersonville, Indiana	1975	1024/1024
Barge, Open Hopper	ACBL 2907	565411	Jeffersonville, Indiana	1975	745/745
Barge, Open Hopper	ACBL 2908	565412	Jeffersonville, Indiana	1975	745/745

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Open Hopper	ACBL 2909	565413	Jeffersonville, Indiana	1975	745/745
Barge, Open Hopper	ACBL 2910	565414	Jeffersonville, Indiana	1975	745/745
Barge, Open Hopper	ACBL 2911	565415	Jeffersonville, Indiana	1975	745/745
Barge, Closed Hopper	ACBL 2912	571928	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2913	571929	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2914	571930	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2915	571931	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2916	571932	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2917	571933	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2918	571934	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2919	571935	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2920	571936	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2921	571937	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2922	571938	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2923	571939	Jeffersonville, Indiana	1976	1024/1024

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Closed Hopper	ACBL 2924	571940	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2925	571941	Jeffersonville, Indiana	1976	1024/1024
Barge, Closed Hopper	ACBL 2926	571942	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2927	571943	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2928	571944	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2929	571945	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2930	571946	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2931	571947	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2932	571948	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2933	571949	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2934	571950	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2935	571951	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2936	571952	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2937	571953	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2938	571954	Jeffersonville, Indiana	1976	1024/1024

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Covered Hopper	ACBL 2939	571955	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2940	571956	Jeffersonville, Indiana	1976	1024/1024
Barge, Covered Hopper	ACBL 2941	571957	Jeffersonville, Indiana	1976	1024/1024
Barge, Open Hopper	ACBL 1944	570439	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1945	570440	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1946	570441	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1947	570442	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1948	570443	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1949	570444	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1950	570445	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1951	570446	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1952	570447	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1953	570448	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1954	570449	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1955	570450	Jeffersonville, Indiana	1976	745/745

<u>Rig</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Barge, Open Hopper	ACBL 1956	570451	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1957	570452	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1958	570453	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1959	570454	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1960	570455	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1961	570456	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1962	570457	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1963	570458	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1964	574555	Jeffersonville, Indiana	1976	745/745
Barge, Open Hopper	ACBL 1965	574556	Jeffersonville, Indiana	1976	745/745

SUPPLEMENT NO.
TO BAREBOAT CHARTER

This Supplement No. _____ to Bareboat Charter dated July 29, 1976 between American Commercial Lines, Inc. a Delaware corporation (the "Shipowner") and Commercial Barge Line Company, a Delaware corporation (the "Charterer"),

WITNESSETH :

WHEREAS, the Shipowner and the Charterer have heretofore entered into that certain Bareboat Charter Party dated July 29, 1976 (herein called the "Charter", and the terms defined therein being hereinafter used with the same meaning), which Charter provides for the execution and delivery from time to time of Charter Supplements substantially in the form hereof for the purpose of confirming delivery of Vessels let and demised under the Charter ;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Shipowner hereby confirms that it has let and demised to the Charterer under the Charter and the Charterer hereby confirms that it has accepted and hired from the Shipowner under the Charter each Vessel (a "Delivered Vessel") described in Schedule A to this Charter Supplement by Vessel Name and Official Number.

2. The Delivery Date of the Delivered Vessels is the date of this Charter Supplement set forth in the opening paragraph hereof.

IN WITNESS WHEREOF, the Shipowner and the Charterer have executed and delivered this Supplement No. _____ on the day and year first above written.

AMERICAN COMMERCIAL LINES, INC.

By

COMMERCIAL BARGE LINE COMPANY

By

CONSENT TO ASSIGNMENT OF CHARTER

THIS CONSENT TO ASSIGNMENT OF CHARTER dated July 29, 1976 by COMMERCIAL BARGE LINE COMPANY, a Delaware corporation (the "Charterer"), to AMERICAN COMMERCIAL LINES, INC., a Delaware corporation (the "Shipowner") and the UNITED STATES OF AMERICA, represented by the Secretary of Commerce, acting by and through the Assistant Secretary of Commerce for Maritime Affairs (the "Secretary"), the purpose of which is to allow and acknowledge the assignment of the Charter dated

and all supplements thereto by virtue of the Security Agreement dated the date hereof between the Shipowner and the Secretary (the "Security Agreement"), but as security only as set forth in the Granting Clause of the Security Agreement. True copies of the Security Agreement have been delivered to the Charterer.

In consideration of the premises and the covenants herein contained, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The Charterer hereby acknowledges receipt of notice of, and hereby consents to, the assignment of the Charter by virtue of the Security Agreement.

2. The Charterer hereby acknowledges and agrees that:

(a) The Charterer will remain liable to perform its duties and obligations under the Charter as provided therein;

(b) The Secretary shall, by reason of the Security Agreement, have no obligations or liabilities with respect to the Charter;

(c) Except during any period after which the Charterer shall have received written notice from the Secretary as to the existence of a Security Default or Payment Default under the Security Agreement, and until the Secretary shall have notified such parties in writing that such Default under the Security Agreement has been cured or waived, the Shipowner is entitled pursuant to the terms of the Security Agreement to exercise all of its rights with respect thereto and to receive all the benefits thereunder to the same extent as if the Charter had not been in any way so assigned. Prior to the receipt of a notice as to the existence of a Security Default or Payment Default under the Security Agreement and after receipt of a notice as to the cure or waiver of such Default, the Charterer is entitled to perform (and shall not be liable in any respect to the Secretary if it performs) all of its duties and obligations with respect to the Charter in the same manner as if the Charter had not been in any way so assigned; and

(d) The Charterer shall make all payments due or to become due under the Charter to the Shipowner; *provided, however*, that from and after notice from the Secretary the Charterer shall pay all such monies to the Secretary or his designee to be applied as follows:

(i) For so long as no Payment Default or Security Default has occurred and is continuing:

(a) Basic Hire shall be applied:

First, so much thereof as shall be required to pay in full the accrued interest and aggregate principal amount (and premium, if any) of all Obligations then due shall be

paid to the Indenture Trustee or as the Indenture Trustee shall otherwise instruct the Secretary or his designee;

Second, so much thereof as shall be required to pay and reimburse the Indenture Trustee for all fees, expenses and disbursements then due and payable pursuant to Section 7.04 of the Indenture to the extent not previously paid or reimbursed, shall be distributed to the Indenture Trustee;

Third, so much thereof as shall be required to pay and reimburse the Secretary or his designee for all fees and expenses incurred and administering payment of the aforementioned funds; and

Fourth, the balance remaining, if any, shall be paid to the Shipowner or otherwise as the Shipowner may direct.

(b) All moneys due under the Charter other than Basic Hire shall be applied:

First, so much thereof as shall be required to pay and reimburse the Indenture Trustee for all fees, expenses and disbursements then due and payable, pursuant to Section 7.04 of the Indenture to the extent not previously paid or reimbursed, shall be distributed to the Indenture Trustee;

Second, so much thereof as shall be required to pay and reimburse the Secretary or his designee for all fees, expenses and disbursements due with respect to the administration of the aforementioned monies;

Third, so much thereof as shall be required to pay in full the accrued interest and aggregate principal amount (and premium, if any) on all Obligations then due shall be paid to the Indenture Trustee or as the Indenture Trustee shall otherwise instruct the Secretary or his designee; and

Fourth, the balance remaining, if any, shall be paid to the Shipowner or as the Shipowner may direct;

provided, however; that all moneys other than Basic Hire required to be paid to the Secretary or his designee and which are intended to be used for a particular purpose, other than those provided above, shall be distributed by the Secretary or his designee for such purposes, so long as no Payment Default or Security Default has occurred and is continuing; and

(ii) If a Payment Default or a Security Default shall have occurred and be continuing, thereafter, until such Default shall be cured and the Secretary shall have given written notice to the Charterer that such Default has been cured, all funds received by the Secretary or his designee shall be withdrawn by the Secretary or his designee and disbursed by said persons in accordance with paragraph (i)(a) above (except that the provisions of the proviso at the end of paragraph (i) above shall not be applicable).

3. The Charterer agrees that any payment made by it to the Secretary in accordance with the Charter shall be final and that it will not seek to recover from the Secretary by reason of any claim against the Shipowner any moneys paid by it to the Secretary by virtue of the Security Agreement and this Consent to Assignment of Charter, except as in the Charter otherwise expressly provided.

4. This Consent to Assignment of Charter shall be governed by and construed in accordance with federal law and, to the extent federal law does not apply, with the laws of the State of New York.

5. The Charterer agrees to execute and deliver upon written request of the Secretary any and all such other additional instruments and documents as the Secretary may deem desirable for the purpose of obtaining the full benefits of the Security Agreement and of the rights and powers therein granted.