

5.09

RECORDATION NO. 217 Filed & Recorded
AUG 30 1977 - 10 44 AM

INTERSTATE COMMERCE COMMISSION

BAREBOAT CHARTER

THIS CHARTER, made the 30th day of August, 1977, 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 February 15, 1978, and on each August 15 and February 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 Exhibit 1 to the Security Agreement.

Section 9. *Default; Remedies*

If at any time during the Charter Period the Charterer 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 Administration
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 *PA Pferfer*

COMMERCIAL BARGE LINE COMPANY

By *PA Pferfer*

SCHEDULE A

<u>Type</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 2942	575462	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2943	575463	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2944	575464	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2945	575465	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2946	575466	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2947	575467	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2948	575468	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2949	575469	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2950	575470	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2951	575471	Jeffersonville Indiana	1976	1062/1062

<u>Type</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 1373	578823	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1374	578824	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1375	578825	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1376	578826	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1377	578827	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1378	578828	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1379	578829	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1380	578830	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1381	578831	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1382	578832	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1383	580730	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1384	580731	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1385	580732	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1386	580733	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1387	580734	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1388	580735	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1389	580736	Jeffersonville Indiana	1977	1063/1063

<u>Type</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximate Tonnage: Gross/Net</u>
Towboat	Dennis Hendrix	583466	Jeffersonville Indiana	1977	1155/785
Barge, Covered Hopper	ACBL 1358	579501	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1359	579502	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1360	579503	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1361	579504	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1362	579505	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1363	579506	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1364	579507	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1365	579508	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1366	579509	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1367	579510	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1368	579511	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1369	579512	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1370	579513	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1371	579514	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1372	579515	Jeffersonville Indiana	1977	1063/1063

<u>Type</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 1806	579525	Jeffersonville Indiana	1976	804/804
Barge, Open Hopper	ACBL 1807	579526	Jeffersonville Indiana	1976	804/804
Barge, Open Hopper	ACBL 1808	579527	Jeffersonville Indiana	1976	804/804
Barge, Open Hopper	ACBL 1809	579528	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1810	579529	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1811	579530	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1812	578662	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1813	578663	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1814	578664	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1815	578665	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1816	578666	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1817	578667	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1818	578668	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1819	578669	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1820	578670	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1821	578671	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1822	578672	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1823	578673	Jeffersonville Indiana	1977	804/804

<u>Type</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 1390	580737	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1391	580738	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1392	580739	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1393	580740	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1394	580741	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1395	580742	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1396	580743	Jeffersonville Indiana	1977	1063/1063
Barge, Covered Hopper	ACBL 1397	580744	Jeffersonville Indiana	1977	1063/1063
Barge, Open Hopper	ACBL 1797	579516	Jeffersonville Indiana	1976	804/804
Barge, Open Hopper	ACBL 1798	579517	Jeffersonville Indiana	1976	804/804
Barge, Open Hopper	ACBL 1799	579518	Jeffersonville Indiana	1976	804/804
Barge, Open Hopper	ACBL 1800	579519	Jeffersonville Indiana	1976	804/804
Barge, Open Hopper	ACBL 1801	579520	Jeffersonville Indiana	1976	804/804
Barge, Open Hopper	ACBL 1802	579521	Jeffersonville Indiana	1976	804/804
Barge, Open Hopper	ACBL 1803	579522	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1804	579523	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1805	579524	Jeffersonville Indiana	1976	804/804

<u>Type</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 1988	577662	Jeffersonville Indiana	1976	742/742
Barge, Open Hopper	ACBL 1989	577663	Jeffersonville Indiana	1976	742/742
Barge, Open Hopper	ACBL 1990	577664	Jeffersonville Indiana	1976	742/742
Barge, Open Hopper	ACBL 1991	577665	Jeffersonville Indiana	1976	742/742
Barge, Open Hopper	ACBL 1992	577666	Jeffersonville Indiana	1976	742/742
Barge, Open Hopper	ACBL 1993	577667	Jeffersonville Indiana	1976	742/742
Barge, Covered Hopper	ACBL 2952	575472	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2953	575473	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2954	575474	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2955	575475	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2956	575476	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2957	575477	Jeffersonville Indiana	1976	1062/1052
Barge, Covered Hopper	ACBL 2958	575478	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2959	575479	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2960	575480	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2961	575481	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2962	575482	Jeffersonville Indiana	1976	1062/1062

<u>Type</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 1824	578674	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1825	578675	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1826	578676	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1827	580427	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1828	580428	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1829	580429	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1830	580430	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1831	580431	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1832	580432	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1833	580433	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1834	580434	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1835	580435	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1836	580436	Jeffersonville Indiana	1977	804/804
Barge, Open Hopper	ACBL 1984	577658	Jeffersonville Indiana	1976	742/742
Barge, Open Hopper	ACBL 1985	577659	Jeffersonville Indiana	1976	742/742
Barge, Open Hopper	ACBL 1986	577660	Jeffersonville Indiana	1976	742/742
Barge, Open Hopper	ACBL 1987	577661	Jeffersonville Indiana	1976	742/742

<u>Type</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 2980	577681	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2981	577682	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 3000	580437	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3001	580438	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3002	580439	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3003	580440	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3004	580441	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3005	580442	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3006	580443	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3007	580444	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3008	580445	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3009	580446	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3010	580745	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3011	580746	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3012	580747	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3013	580748	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3014	580749	Jeffersonville Indiana	1977	1062/1062

<u>Type</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 2963	575483	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2964	575484	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2965	575485	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2966	575486	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2967	577668	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2968	577669	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2969	577670	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2970	577671	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2971	577672	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2972	577673	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2973	577674	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2974	577675	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2975	577676	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2976	577677	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2977	577678	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2978	577679	Jeffersonville Indiana	1976	1062/1062
Barge, Covered Hopper	ACBL 2979	577680	Jeffersonville Indiana	1976	1062/1062

<u>Type</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 3032	582191	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3033	582192	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3034	582193	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3035	582194	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3036	582195	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3037	582196	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3038	582197	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3039	582198	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3040	582199	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3041	582200	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3042	582201	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3043	582202	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3044	582203	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3045	582204	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3046	582205	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3047	582206	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3048	582207	Jeffersonville Indiana	1977	1062/1062

<u>Type</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 3015	580750	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3016	580751	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3017	580752	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3018	580753	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3019	580754	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3020	580755	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3021	580756	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3022	580757	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3023	580758	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3024	580759	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3025	582184	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3026	582185	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3027	582186	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3028	582187	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3029	582188	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3030	582189	Jeffersonville Indiana	1977	1062/1062
Barge, Covered Hopper	ACBL 3031	582190	Jeffersonville Indiana	1977	1062/1062

<u>Type</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 3049	582208	Jeffersonville, Indiana	1977	1062/1062

**SUPPLEMENT NO.
TO BAREBOAT CHARTER**

This Supplement No. _____ to Bareboat Charter dated August _____, 1977 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 August _____, 1977 (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