

JAN 25 '11 -4 25 PM



SURFACE TRANSPORTATION BOARD
Bamberger, Foreman,
Oswald & Hahn, LLP

» Evansville
Indianapolis
Mt. Vernon
Poseyville
Princeton
Vincennes

7th Floor Hulman Building
20 N.W. 4th Street
Post Office Box 657
Evansville, IN 47704
Tel 812 425 1591
Fax 812 421 4936
www.bamberger.com

Laura A Scott
Direct phone: (812) 452-3557
Email: lscott@bamberger.com

January 17, 2011



Surface Transportation Board
395 E Street, SW
Washington, DC 20423

Re: Branko, Inc.

Dear Surface Transportation Board:

Enclosed please find the following:

1. Original and one copy of the Memorandum of Bareboat Charter Party between The Fifth Third Leasing Company and Branko, Inc. dated January 14, 2011;
2. This firm's check number 113395 in the sum of \$41.00 for recording fees; and
3. A self-addressed, postage-prepaid envelope.

Please record this Memorandum and return either the original or a copy containing all recording information to me in the envelope provided. If you have any questions, please do not hesitate to contact me.

Sincerely,

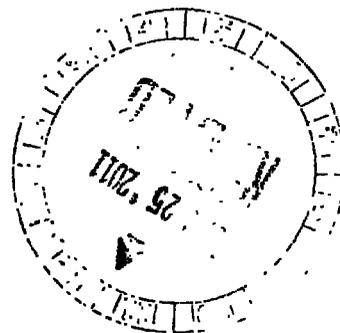
Laura A Scott
Bamberger, Foreman,
Oswald & Hahn, LLP

LAS/jfw
Enclosures
32823 // UL0632 DOC

RECORDATION NO. W125 FILED

JAN 25 11 -4 25 PM

SURFACE TRANSPORTATION BOARD



MEMORANDUM OF BAREBOAT CHARTER PARTY

between

THE FIFTH THIRD LEASING COMPANY
("OWNER")

and

BRANKO, INC.

("CHARTERER")

JANUARY 14, 2011

Filed with the Surface Transportation Board pursuant to
49 U.S.C. §11301 on January __, 2011, at __ a.m./p.m.
Watercraft Recordation Number __

MEMORANDUM OF BAREBOAT CHARTER PARTY

This Memorandum of a Bareboat Charter Party is made and entered into as of January 14, 2011, by and between The Fifth Third Leasing Company, an Ohio corporation ("Owner") and Branko, Inc., a Kentucky corporation ("Charterer").

WITNESSETH:

1. Pursuant to a Bareboat Charter Party dated January 14, 2011 ("Bareboat Charter"), Owner has agreed to furnish to Charterer, and the Charterer has agreed to lease from Owner, thirty (30) United States documented vessels as identified on Schedule 1 attached hereto.

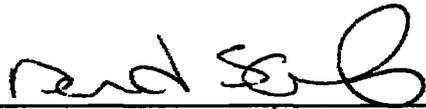
2. The Bareboat Charter shall be effective as of the date first set forth hereinabove and shall be subject to the Term, as defined in the Bareboat Charter.

3. This Memorandum may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

OWNER:

THE FIFTH THIRD LEASING COMPANY

By 
Name: DAVID SCHRAF
Title: Vice President

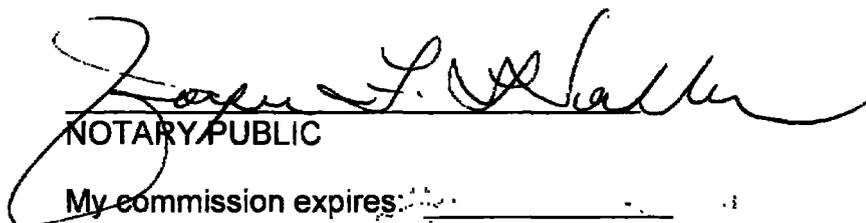
CHARTERER:

BRANKO, INC

By 
Name:
Title:

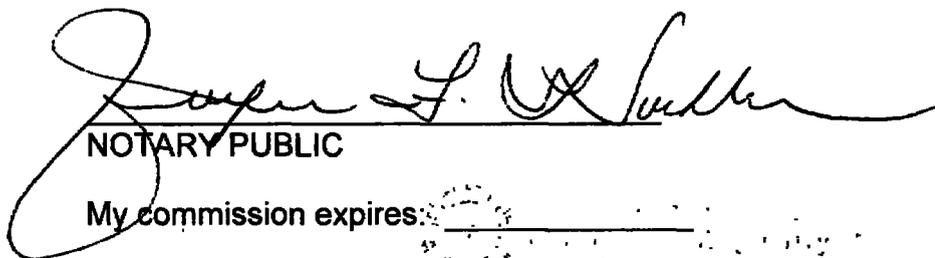
STATE OF Indiana)
) ss.
COUNTY OF Vanderburgh)

On this 13th day of January 2011, before me personally appeared David Schlaf, to me personally known, who being by me duly sworn, says that he is the Vice President of THE FIFTH THIRD LEASING COMPANY, an Ohio corporation, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was the free act and deed of said corporation.


NOTARY PUBLIC
My commission expires: _____

STATE OF Indiana)
) ss.
COUNTY OF Vanderburgh)

On this 13th day of January 2011, before me personally appeared Charles E. Brant, to me personally known, who being by me duly sworn, says that he is the President of BRANKO, INC., a Kentucky corporation, that the foregoing instrument was signed on behalf of said company, and he acknowledged that the execution of the said instrument was the free act and deed of said company.


NOTARY PUBLIC
My commission expires: _____

SCHEDULE 1

Vessel subject to Bareboat Charter Party dated January 14, 2011 between The Fifth Third Leasing Company, as Owner, and Branko, Inc., as Charterer.

<u>Vessel Name</u>	<u>Official Number</u>
BKO 101	955941
BKO 106	955946
BKO 107	955947
BKO 108	955948
BKO 115	955955
BKO 117	955957
BKO 121	955961
BKO 125	955965
BKO 126	955966
BKO 129	955969
BKO 136	955976
BKO 140	955980
BKO 141	955981
BKO 142	955982
BKO 143	955983
BKO 147	955987
BKO 148	955988
BKO 152	955992
BKO 153	956054
BKO 154	956055
BKO 155	956056
BKO 159	956060
BKO 160	956061
BKO 209B	956070
BKO 217B	956078
BKO 226B	956087
BKO 229B	956090
BKO 235B	956096
BKO 236B	956097
BKO 238B	956099

and all equipment located onboard or used in connection with the above described vessels, the whole of the vessels, together with her boilers, engines, generators, air compressors, cranes, machinery, masts, spars, riggings, boats, anchors, cable, chains, tackle, tools, pumps and pumping equipment, apparel, furniture, furnishings, fittings, spare parts, stores, and all other appurtenances thereunto appertaining or belonging, whether now owned or hereafter acquired, whether on board or not, and all additions, renewals and replacements hereafter made in or to the vessels, and proceeds thereof, and all accounts, charters and contracts for the use or hire of the above described vessels, and all proceeds thereof.