

RECORDED W134 FILED

OCT 01 '12 - 8 00 AM

SURFACE TRANSPORTATION BOARD

Suite 2200
1201 Third Avenue
Seattle, WA 98101-3045

Richard J. Schroeder
206.757.8139 tel
206.757.7139 fax

nckschroeder@dwt.com

September 28, 2012

VIA ELECTRONIC FILING

Chief Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001
Washington, DC 20024 (express courier)

Re: Memorandum of Bareboat Charter/Primary Document

Dear Section Chief:

Enclosed for recordation pursuant to Section 11301 of Title 49 of the U.S. Code is a Memorandum of Bareboat Charter, dated as of September 27, 2012, a primary document as defined in the Board's Rules for Recordation of Documents, 49 C.F.R. Section 1177.

The names and addresses of the parties to the Memorandum of Bareboat Charter are:

Owner/Lessor: Fifth Third Equipment Finance Company
MD 10904A
38 Fountain Square Plaza
Cincinnati, OH 45263

Charter/Lessee: Ingram United Barge LLC
702 North Franklin Street
Tampa, FL 33602

A description of the equipment covered by the Memorandum of Bareboat Charter consists of:

Twenty-five (25) U.S. flag barge vessels named TBL 82 through TBL 106, inclusive, with Official Numbers 1195286 through 1195310, inclusive, respectively.

September 28, 2012
Page 2

A recording fee of \$42.00 is being remitted. Please return recorded document to:

Richard J. Schroeder
Davis Wright Tremaine LLP
1201 3rd Avenue, Suite 2200
Seattle, WA 98101

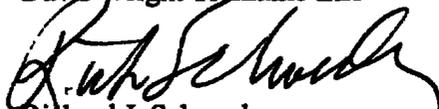
A short summary of the document to appear in the index as follows:

Primary Document: Memorandum of Bareboat Charter, dated September 27, 2012, between Fifth Third Equipment Finance Company, as Owner /Lessor and Ingram United Barge LLC as Charterer/Lessee covering twenty-five (25) U.S. Flag barge vessels named TBL 82 through TBL 106, inclusive, with Official Numbers 1195286 through 1195310, inclusive, respectively.

This document does not contain a hereafter acquired clause.

Very truly yours,

Davis Wright Tremaine LLP



Richard J. Schroeder

RJS:mmh
Attachment



Suite 2200
1201 Third Avenue
Seattle, WA 98101-3045

Richard J. Schroeder
206 757.8139 tel
206 757.7139 fax

rickschroeder@dwt.com

September 27, 2012

VIA FEDERAL EXPRESS (866) 254-1792

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street SW
Washington, DC 20024 (Express Company)

Re: Recordation of Documents – Watercraft
Owner/Lessor: Fifth Third Equipment Finance Company
Charterer/Lessee: Ingram United Barge LLC

U.S. Flag barge vessels TBL82 through TBL106, inclusive, with Official Numbers 1195286 through 1195310, inclusive.

Dear Section Chief:

Enclosed please find a check in the amount of \$42.00 to cover the E-Filing Recordation for the Recordation of Documents – Watercraft, **Memorandum of Bareboat Charter** dated as of September 27, 2012. A copy of the face page is enclosed for your reference.

Please return the originals to:

Richard J. Schroeder
Davis Wright Tremaine LLP
1201 3rd Avenue, Suite 2200
Seattle, WA 98101

Very truly yours,

Davis Wright Tremaine LLP

Richard J. Schroeder

RJS: mmh
Enclosures

DWT 20440533v1 0058820-000269

Anchorage New York Seattle
Bellevue Portland Shanghai
Los Angeles San Francisco Washington, D.C.

www.dwt.com

RECORDATION NO. W134 FILED

OCT 01 '12 -8 00 AM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF BAREBOAT CHARTER

between

FIFTH THIRD EQUIPMENT FINANCE COMPANY

("OWNER")

and

INGRAM UNITED BARGE LLC

("CHARTERER")

SEPTEMBER 27, 2012

Filed with the Surface Transportation Board pursuant to
49 U.S.C. §11301 on September 27, 2012, at _____.m.
Watercraft Recordation Number _____

MEMORANDUM OF BAREBOAT CHARTER

This Memorandum of Bareboat Charter is made and entered into effective as of September 27, 2012, by and between Fifth Third Equipment Finance Company, an Ohio corporation ("Owner") and Ingram United Barge LLC (f/k/a U.S. United Barge Line, LLC), a Florida limited liability company ("Charterer").

WITNESSETH:

1. Pursuant to a Master Bareboat Charter Agreement dated April 28, 2006, as amended, and Amended and Restated Schedule to Master Bareboat Charter Agreement (Schedule 002) dated February 16, 2007 (collectively, the "Bareboat Charter"), Owner (as assignee of U.S. Bank National Association acting through its division U.S. Bancorp Equipment Finance, Inc.) has agreed to furnish to Charterer (f/k/a/ TECO Barge Line, Inc.), and the Charterer has agreed to lease from Owner, twenty-five (25) U.S. flag rake open hopper river barges, 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 Initial Term, as defined in the Bareboat Charter.

3. This Memorandum may be executed in counterparts.

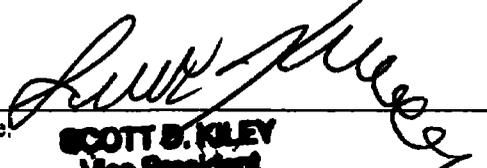
4. The Bareboat Charter does not contain a "hereafter acquired" clause.

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:

FIFTH THIRD EQUIPMENT FINANCE COMPANY

By _____
Name:
Title:



SCOTT B. KLEY
Vice President

CHARTERER:

INGRAM UNITED BARGE LLC

By: Ingram Barge Company, its Manager

By: _____
Name:
Its:

MEMORANDUM OF BAREBOAT CHARTER

This Memorandum of Bareboat Charter is made and entered into effective as of September 27, 2012, by and between Fifth Third Equipment Finance Company, an Ohio corporation ("Owner") and Ingram United Barge LLC (f/k/a U.S. United Barge Line, LLC), a Florida limited liability company ("Charterer").

WITNESSETH:

1. Pursuant to a Master Bareboat Charter Agreement dated April 28, 2006, as amended, and Amended and Restated Schedule to Master Bareboat Charter Agreement (Schedule 002) dated February 16, 2007 (collectively, the "Bareboat Charter"), Owner (as assignee of U.S. Bank National Association acting through its division U.S. Bancorp Equipment Finance, Inc.) has agreed to furnish to Charterer (f/k/a/ TECO Barge Line, Inc.), and the Charterer has agreed to lease from Owner, twenty-five (25) U.S. flag rake open hopper river barges, as identified on Schedule 1 attached hereto.

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3. This Memorandum may be executed in counterparts.

4. The Bareboat Charter does not contain a "hereafter acquired" clause.

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:

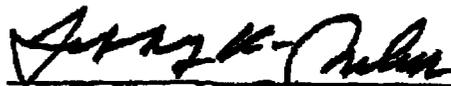
FIFTH THIRD EQUIPMENT FINANCE COMPANY

By _____
Name:
Title:

CHARTERER:

INGRAM UNITED BARGE LLC

By: Ingram Barge Company, its Manager

By: 
Name: Jeffrey R. Belsor
Its: Treasurer

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this 26th day of September, 2012, before me personally appeared SCOTT D. WILLY to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of FIFTH THIRD EQUIPMENT FINANCE COMPANY, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged that the forgoing instrument was the free act and deed of the corporation, and declared under penalty of perjury that the forgoing is true and correct.



~~AMTA GRANT~~
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Clermont County
My Comm. Exp. 5/31/15

Amey A. Grant
NOTARY PUBLIC
My commission expires: 9/31/15

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

On this _____ day of September, 2012, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of Ingram Barge Company, Manager of Ingram United Barge LLC, a Florida limited liability company, that the foregoing instrument was signed on behalf of said company by authority of its Members, and acknowledged that the forgoing instrument was the free act and deed of the company, and declared under penalty of perjury that the forgoing is true and correct.

NOTARY PUBLIC
My commission expires: _____

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this ____ day of September, 2012, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of FIFTH THIRD EQUIPMENT FINANCE COMPANY, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged that the foregoing instrument was the free act and deed of the corporation, and declared under penalty of perjury that the foregoing is true and correct.

NOTARY PUBLIC
My commission expires: _____

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

On this 25th day of September, 2012, before me personally appeared John K. Baker to me personally known, who being by me duly sworn, says that he is the Vice President of Ingram Barge Company, Manager of Ingram United Barge LLC, a Florida limited liability company, that the foregoing instrument was signed on behalf of said company by authority of its Members, and acknowledged that the foregoing instrument was the free act and deed of the company, and declared under penalty of perjury that the foregoing is true and correct.

Diane K. Key
NOTARY PUBLIC
My commission expires: _____

My Commission Expires NOV. 7, 2012



SCHEDULE 1

Vessels subject to Master Bareboat Charter Agreement dated April 28, 2006 and Amended and Restated Schedule 002 thereto dated February 16, 2007 between Fifth Third Equipment Finance Company, as Owner, and U.S. United Barge Line, LLC, as Charterer.

EXHIBIT A TO BILL OF SALE VESSELS

	<u>NAME</u>	<u>OFFICIAL NUMBER</u>
1.	TBL82	1195286
2.	TBL 83	1195287
3.	TBL 84	1195288
4.	TBL 85	1195289
5.	TBL 86	1195290
6.	TBL 87	1195291
7.	TBL 88	1195292
8.	TBL 89	1195293
9.	TBL 90	1195294
10.	TBL 91	1195295
11.	TBL 92	1195296
12.	TBL 93	1195297
13.	TBL 94	1195298
14.	TBL 95	1195299
15.	TBL 96	1195300
16.	TBL 97	1195301
17.	TBL 98	1195302
18.	TBL 99	1195303
19.	TBL 100	1195304
20.	TBL 101	1195305
21.	TBL 102	1195306
22.	TBL 103	1195307
23.	TBL 104	1195308
24.	TBL 105	1195309
25.	TBL 106	1195310