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**BAREBOAT CHARTER**

**INTERSTATE COMMERCE COMMISSION**

THIS CHARTER, is made the 31st day of July, 1980, 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, 1981, 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—1980 Issue (the "Obligations").

(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 "Obligations" 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(h) 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(i) 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 the Title XI Reserve Fund and Financial Agreement, Contract No. MA-8428 dated July 29, 1976 between the Charterer and the Secretary as amended by Amendment No. 1 dated August 30, 1977 and Amendment No. 2 to and Restatement of said Agreement dated July 31, 1980. Any subcharterers approved by the Secretary must establish United States citizenship in the form and manner prescribed in the Code of Federal Regula-

tions. Title 46, Section 355, prior to execution of the subcharter. Furthermore, the subcharter agreement must be approved by the Secretary in form and substance.

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

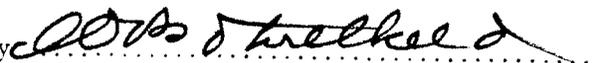
(c) This Charter is not a personal contract. It is agreed that the Shipowner may avail itself of the rights created by Section 4283 through 4287 of the United States Revised Statutes 46 USC Sections 183-187 in any and all circumstances whatsoever, except where the losses incurred with privity of knowledge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

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  .....

## SCHEDULE A

<u>Type</u>	<u>Name</u>	<u>Official No.</u>	<u>Place Built</u>	<u>Year Built</u>	<u>Approximat Tonnage Gross/Net</u>
Barge, Chemical	Chem 110	584490	Jeffersonville Indiana	1977	835/835
Barge, Chemical	Chem 111	584491	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 112	584492	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 113	594493	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 114	584494	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 115	584495	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 116	584496	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 117	584497	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 118	584498	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 119	584499	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 120	593014	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 121	593015	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 122	593016	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 123	593017	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 124	593018	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 125	593019	Jeffersonville Indiana	1978	835/835

<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, Chemical	Chem 126	593020	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 127	593021	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 128	593022	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 129	593023	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 130	593024	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 131	593025	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 132	593026	Jeffersonville Indiana	1978	835/835
Barge, Chemical	Chem 133	593027	Jeffersonville Indiana	1978	835/835
Barge, Covered Hopper	ACBL 3200	604025	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3201	604026	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3202	604027	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3203	604028	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3204	604029	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3205	604030	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3206	604031	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3207	604032	Jeffersonville Indiana	1979	986/986

<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 3208	604033	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3209	604034	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3210	604035	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3211	604036	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3212	604037	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3213	604038	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3214	604039	Jeffersonville Indiana	1979	986/986
Barge, Open Hopper	ACBL 110	604010	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 111	604011	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 112	604112	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 113	604113	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 114	604114	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 115	604115	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 116	604116	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 117	604017	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 118	604018	Jeffersonville Indiana	1979	729/729

<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 119	604019	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 120	604020	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 121	604021	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 122	604022	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 123	604023	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 124	604024	Jeffersonville Indiana	1979	729/729
Barge, Covered Hopper	ACBL 3215	604040	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3216	604041	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3217	604042	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3218	604043	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3219	604044	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3220	604045	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3221	604046	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3222	604047	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3223	604048	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3224	604049	Jeffersonville Indiana	1979	986/986

<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 3225	606610	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3226	606611	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3227	606612	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3228	606613	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3232	606617	Jeffersonville Indiana	1979	986/986
Barge, Open Hopper	ACBL 1871	609318	Jeffersonville Indiana	1979	729/729
Towboat	Thruston Morton	594624	Jeffersonville Indiana	1978	623/423
Towboat	Robert Koch	598151	Jeffersonville Indiana	1978	623/423

<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 1850	606600	Jeffersonville Indiana	1980	798/798
Barge, Open Hopper	ACBL 1851	606601	Jeffersonville Indiana	1980	798/798
Barge, Open Hopper	ACBL 1852	606602	Jeffersonville Indiana	1980	798/798
Barge, Open Hopper	ACBL 1853	606603	Jeffersonville Indiana	1980	798/798
Barge, Open Hopper	ACBL 1854	606604	Jeffersonville Indiana	1980	798/798
Barge, Open Hopper	ACBL 1855	606605	Jeffersonville Indiana	1980	798/798
Barge, Open Hopper	ACBL 1856	606606	Jeffersonville Indiana	1980	798/798
Barge, Open Hopper	ACBL 1857	606607	Jeffersonville Indiana	1980	798/798
Barge, Open Hopper	ACBL 1858	606608	Jeffersonville Indiana	1980	798/798
Barge, Open Hopper	ACBL 1859	606609	Jeffersonville Indiana	1980	798/798
Barge, Covered Hopper	ACBL 3229	606614	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3230	606615	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3231	606616	Jeffersonville Indiana	1979	986/986
Barge, Covered Hopper	ACBL 3233	606618	Jeffersonville Indiana	1979	986/986

<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 3234	606619	Jeffersonville Indiana	1979	986/986
Barge, Open Hopper	ACBL 1870	609317	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1872	609319	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1873	609320	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1874	609321	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1875	609322	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1876	609323	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1877	609324	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1878	609325	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1879	609326	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1880	609327	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1881	609328	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1882	609329	Jeffersonville Indiana	1979	729/729
Barge, Open Hopper	ACBL 1883	609330	Jeffersonville Indiana	1979	729/729

<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 1884	609331	Jeffersonville Indiana	1979	729/729
Towboat	R. W. Greene	619977	Jeffersonville Indiana	1980	947/643
Towboat	Bill Carneal	610971	Jeffersonville Indiana	1979	947/643