

BARGE SERVICE AGREEMENT

PARTIES: The term "Seller" as used herein shall refer to Norton Lilly Cargo Services. Seller may assign this Contract and the rights and obligations hereunder, but any such assignment shall not relieve Seller of its responsibilities for the performance of this Contract. The term Carrier as used herein shall not be deemed to include NLCS, but shall include any person or organization rendering the transportation service hereunder. The term "Buyer" as used herein shall refer to the entity so designated in the Contract. Buyer agrees that it is obligated for the payment of freight as set forth in this Contract, regardless of whether it owns the cargo or whether it buys the services set forth in this Contract on behalf of another entity or individual.

PLACEMENT: Rates stated herein shall include only one placement of barges by Seller at origin and one placement at destination. Any additional shifting of barges to accommodate loading or unloading shall be for the Buyer's account and, if performed by Seller, will be charged for at Seller's prevailing rate for such service.

CLEANING AND ACCEPTANCE: Seller shall tender barges which are in a condition suitable for the cargo to be carried. Loading of the barges shall constitute Buyer's acceptance of the condition and suitability of the barges for the intended cargo. Rates do not include cleaning expense that results from cargo or debris left onboard the barge in excess of normal cleaning (including working surfaces, gunnels, covers, decks, etc.) by Buyer or its agents at both loading and unloading point. Any charges (including charges for lost barge days computed under the provisions hereof) encountered by Seller for removal of such cargo or debris shall be in addition to the rate and for Buyer's account.

LOADING AND UNLOADING: Proper loading of cargo shall be Buyer's responsibility and shall be accomplished by Buyer at its sole expense. Buyer shall distribute cargo in barge to insure an even draft. If not so loaded, Buyer shall, at its expense, make such redistribution as will meet Carrier's requirements, in which event the barge shall be subject to demurrage charges provided above from the time of placement of barge until acceptance of barge by Carrier. Any additional cost or expenses, including but not limited to, demurrage for any delay or detention of barges, incurred by Seller as a result of improper loading or unloading shall be for the account of the Buyer.

MOVEMENT OF CARGO: Barges will move only at the convenience of Carrier and either singly or with one or more other craft. Carrier is not bound to transport the cargo by any particular craft, or in time for any particular market or otherwise than with reasonable dispatch. Carrier shall have the right to shift or interchange the tow from one to another towing vessel as frequently as it may find it convenient to do so, or to procure towage from any other vessel not owned or operated by Carrier, or to tie off the tow at any point and for any purpose, and to deviate from its route, and visit any port whether or not on said route, and in any order.

PAYMENT OF FREIGHT: When the barge initially starts on its voyage, the entire amount of the freight charge shall become earned and due and payable to Seller in cash or check without discount, cargo lost or not lost, damaged or not damaged, in whole or in part, at any stage of the voyage. Seller will have a lien upon all cargo for any amount due hereunder, including demurrage, which lien will survive delivery of the cargo. All freight, demurrage and other charges shall be subject to an interest charge of 1 ½% per month beginning 30 days after date of invoice. Buyer shall further pay all costs and reasonable attorney fees incurred by Seller for the collection of all charges due and payable to Seller under this Contract.

TOLLS, TAXES, OR USER CHARGES: Should any wharfage charge, waterway toll, user tax, user charge or any equivalent of the same, be levied or charged relating to the transportation to be performed hereunder or the equipment or fuel used in performing such transportation, the cost of such toll, charge, tax or equivalent shall be added to the rates quoted.

FUEL PROTECTION: This/these cargo movement(s) may be subject to a fuel surcharge based on the actual price of marine diesel fuel for the previous month or quarter. If such surcharge is implemented by Carrier(s), either on a monthly, quarterly, or other basis, Seller shall notify Buyer in writing of the amount of the surcharge and the applicable period.

BARGE CANCELLATIONS: Barge cancellations made at least seven (7) days prior to the applicable ETA of the vessel at the time of cancellation shall be made at no charge. Barge cancellations made within seven (7) days of the applicable ETA of the vessel at the time of cancellation may subject Buyer to cancellation charges.

BARGE DIVERSIONS/RECONSIGNMENTS: Diversion/reconsignment of barges is not guaranteed and Seller shall not be required to accept requests for diversions or reconsignments. Rather, each request shall be considered separately, to ascertain if there are additional costs involved. If a diversion/reconsignment is accepted, it shall be at Buyer's additional costs and based on the applicable rate to the new destination.

CARGO: Seller does not have exact knowledge of the quantity, quality, condition, contents or value of the Cargo. No claims for variance of weight due to natural shrinkage shall be allowed. Seller shall not arrange transportation for, nor be liable in any way, for any documents or any articles of extraordinary value. Buyer shall supply a current, original Material Safety Data Sheet for any cargo to be carried hereunder to Seller promptly upon Seller's request. On steel cargoes, Seller shall not be liable for rust and oxidation caused by atmospheric conditions.

FORCE MAJEURE: Neither party to this Contract shall be liable in any respect for failure or delay in the fulfillment or performance of this Contract if hindered or prevented, by war; National emergency; explosion; unscheduled lock closure or river closure; accidents, sabotage and vandalism; inability to secure fuel or power; fire or flood, windstorm or other acts of God, strikes, lock-outs or other labor disturbances; orders or acts of any Government or Governmental Agency or authority; or any case of like or different kind beyond the reasonable control of the parties of this Contract. All obligations under this Contract, with respect to other and fixture barge placements and acceptances shall continue in full force and effect.

BILL(S) OF LADING: The parties to this Contract shall be governed by the terms of the Bill of Lading issued by the actual Carrier to cover the transportation of the cargo to be transported under this Contract.

CARRIER LIABILITY: Carrier shall be liable for any loss of or damage to the shipment herein described to the extent provided by the common law as modified by the statutes of the United States in accordance with the terms and provisions contained in this Contract and in the bill of lading under which the shipment is transported. Carrier shall not be liable for lost profits or other consequential damages under any circumstances. It is agreed and understood by the parties to this Contract that Seller is not the Carrier and assumes no responsibility as Carrier. Accordingly, Buyer agrees that it shall not have any right of recovery against the Seller for any damages or losses incurred due to Carrier's fault, breach of Contract, breach of warranty of workmanlike performance, or unseaworthiness of Carrier's barge(s). Further, Buyer agrees that it will defend, hold harmless and indemnify obligations set forth herein and failure to do so will be considered a material breach of this Contract.

CARRIER'S TERMS INCORPORATED ; In addition to the terms and conditions set forth in this Contract, the services performed hereunder are subject to the schedule of rules, regulations, terms and conditions published by the Carrier as in effect on the date hereof, a copy of which is available to the Buyer. In the event of any inconsistency or conflict between such schedule and this Contract, this Contract shall govern.

OTHER: If due to river conditions (such as ice, high water, low water, lock closures, etc) Carrier is unable to get barges to final destination, the Buyer will have the option to reconsign those

barges or Carrier will put those barges on demurrage (at rates listed above) at the nearest point to final destination until such time as Carrier can safely move said barges.

APPLICABLE LAW: The parties to this Contract hereby agree that this Contract and all claims and disputes arising under, in connection with, or incident to this Contract, shall be governed by and construed pursuant to the general maritime law of the United States or, in the event the choice of the general maritime law is deemed unenforceable, by the laws of the State of Alabama, excluding any choice of law rule that may direct the application of the laws of any other state or country.

EXCLUSIVE JURISDICTION: The parties to this Contract hereby agree that all claims and disputes arising under, in connection with, or incident to this Contract, shall be filed in a federal court in the State of Alabama, to the exclusion of any other courts in any state or country. In the event the federal courts are deemed not to have subject matter jurisdiction, the parties agree that the aforementioned claims shall be filed in a state court of the State of Alabama. Buyer hereby agrees to subject itself to personal jurisdiction in the federal and state courts in Alabama for any claims or disputes arising hereunder.

SEVERABILITY CLAUSE: In the event that one or more of the provisions of this Contract, for any reason, is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein.

SUPERSEDING AGREEMENT: All agreements, bills of lading or other documentation issued for shipment of the cargo described herein are superseded by this Agreement and Carrier's bill of lading (if any), which Agreement and bill of lading shall exclusively be deemed the governing contract of carriage.