

7-18-1A
RECORDATION NO. _____ FILED 1979
SEP 10 1979

AGREEMENT OF ASSIGNMENT, ASSUMPTION AND CONSENT INTERSTATE COMMERCIAL BARGES

ASSIGNMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SWIFT MARINE, INC., 5785 Beechwood Avenue, Alliance, Ohio 44607, an Ohio Corporation ("Swift"), hereby assigns to THE LUBRIZOL CORPORATION, 29400 Lakeland Boulevard, Wickliffe, Ohio 44092, an Ohio corporation ("Lubrizol"), all of Swift's right, title and interest in and to a certain Charter Agreement between Swift and DRAVO LEASING COMPANY, 100 West Tenth Street, Wilmington, Delaware 18109, a Delaware corporation ("Dravo"), dated as of June 19, 1974 and as amended by Supplemental Agreement No. 1 and Supplemental Agreement No. 2 (collectively the "Charter Agreement"), which Charter Agreement provided, inter alia, that Dravo would charter to Swift five (5) 195' x 35' x 12' semi-integrated tank barges (the "Barges") under the terms and conditions set forth in the Charter Agreement.

IN WITNESS WHEREOF, SWIFT MARINE, INC. has caused this Assignment to be executed as of September 1, 1979.

Signed and acknowledged
in the presence of:
Peggy Curtiss
Patricia A. Hough

SWIFT MARINE, INC.
By Victor Swift
By D. Hough

STATE OF OHIO
COUNTY OF Stark

BEFORE ME, a Notary Public in and for said County and State, personally appeared on this 30th day of August, 1979, SWIFT MARINE, INC.,

by Victor Swift and Henry E. Chagnot, its
President and Secretary, respectively, who acknowledged to
me that they did sign the foregoing instrument and that the same was the free
act and deed of said corporation and their free act and deed individually
and as such officers.

Patricia A. Hough
Notary Public

PATRICIA A. HOUGH, Notary Public
State of Ohio
My commission expires August 27, 1982

ASSUMPTION

In consideration for the foregoing Assignment, and for other valu-
able consideration, the receipt and sufficiency of which are hereby acknowledged,
THE LUBRIZOL CORPORATION hereby accepts the foregoing Assignment and agrees
to pay, perform and otherwise discharge the obligations and liabilities of
SWIFT MARINE, INC. under said Charter Agreement and hereby further agrees
that Swift shall have the right to procure a reassignment of the Charter
Agreement from Lubrizol on September 1, 1981 upon (a) the receipt by Lubrizol
no later than June 1, 1981 of notice of Swift's intention to procure the
reassignment, (b) the payment of One Hundred Forty-Two Thousand Eight Hundred
Dollars (\$142,800.00), (c) the execution of an agreement, if requested by
Lubrizol, providing for the shipment of Lubrizol goods on the Barges, or any
replacements thereof, which agreement shall not be cancellable by Swift
upon less than one (1) year's notice and shall contain only such terms
and conditions as are reasonably satisfactory to Lubrizol and reflective
of the then current market conditions, (d) the absence of any event of
default under the Subcharter Agreement of even date herewith between

Lubrizol and Swift, (e) the consent to such reassignment by DRAVO LEASING COMPANY and (f) the release of Lubrizol from any liability to Swift or Dravo under the Charter Agreement or the Subcharter Agreement. It is understood that this obligation to reassign is based upon the agreement of Swift to perform shipment services for Lubrizol under a unique arrangement known as "express tow" and that the right to obtain such reassignment is therefore personal to Swift, may not be assigned, and shall not be exercised by any successor to Swift's rights. For these purposes, the term "express tow" shall mean a tow in which the tug boat remains with the barges for the majority of a through movement from East Liverpool, Ohio to Lubrizol's plants in Port Arthur and/or Deer Park, Texas and which maintains an average turn-around time, force majeure delays excepted, of 45 days or less on round-trips between East Liverpool and Deer Park.

IN WITNESS WHEREOF, THE LUBRIZOL CORPORATION has caused this Acceptance to be executed as of September 1, 1979.

Signed and acknowledged
in the presence of:

THE LUBRIZOL CORPORATION

Frederic C. Daughton
Debra W. Seibert

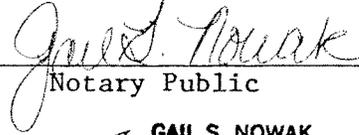
By Paul L. Carr

STATE OF OHIO

COUNTY OF LAKE

BEFORE ME, a Notary Public in and for said County and State, personally appeared on this 3rd day of August, 1979, THE LUBRIZOL CORPORATION, by Paul L. Carr, its Vice-President, who acknowledged to me that he did sign the foregoing instrument and that the

same was the free act and deed of said corporation and his free act and deed individually and as such officer.


Notary Public

GAIL S. NOWAK
Notary Public, State of Ohio
My Commission Expires Feb. 15, 1984

CONSENT

In consideration for the foregoing Assignment by SWIFT MARINE, INC., the Assumption by THE LUBRIZOL CORPORATION, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DRAVO LEASING COMPANY hereby consents to the assignment by Swift to Lubrizol of all of Swift's right, title and interest in and to the Charter Agreement and further:

(a) Acknowledges that, upon the payment to it by Lubrizol of \$292,799.09, there shall be no existing event of default or event which with notice or lapse of time or both would constitute such a default under the Charter Agreement;

(b) Agrees that Article 18 of the Charter Agreement shall not apply so long as Lubrizol is the Charterer thereunder; provided, however, that this shall not be deemed to relieve Lubrizol from liability under any other provision of the Charter Agreement;

(c) Agrees that in the event Swift requests that the Charter Agreement be reassigned to it as set forth in the Assumption of even date herewith, (1) Dravo's consent to such reassignment shall not be unreasonably withheld, but in any event, such consent shall

not be withheld if Swift and Lubrizol are current on all obligations to Dravo, and (2) Lubrizol shall be released from any liability to Dravo providing that Lubrizol has satisfied all its obligations to Dravo under the Charter Agreement.

(d) Consents to the subcharter of the Barges to Swift by Lubrizol pursuant to an agreement of even date herewith; and

(e) Agrees that the rental of Twenty-Eight Thousand Seven Hundred Ninety Five Dollars (\$28,795.00) per month to be paid to it by Lubrizol includes Fourteen Thousand Nine Hundred Dollars (\$14,900.00) for the vessel Ona Fay, which amount shall be paid by Lubrizol until the sooner of (1) the termination of the subcharter agreement referred to in (d) above (notice of which termination shall be given by Lubrizol to Dravo) or (2) Dravo's consent to the termination of such payments.

IN WITNESS WHEREOF, DRAVO LEASING COMPANY has caused this Consent to be executed as of September 1, 1979.

Attest:

DRAVO LEASING COMPANY

Maurice W. Weiss

By Frederick A. Jones

STATE OF Pennsylvania

COUNTY OF Allegheny

BEFORE ME, a Notary Public in and for said County and State, personally appeared on this 31st day of August, 1979, DRAVO LEASING COMPANY, by Frederick A. Jones, its Vice President, who acknowledged to me that he did sign the foregoing instrument and that the same was the free act and deed of said corporation and his free act and deed individually and as such officer.

Mary Ann Lawrence

THIS CONSENT is hereby accepted and agreed to by SWIFT MARINE, INC., and THE LUBRIZOL CORPORATION as of September 1, 1979.

Signed and acknowledged in the presence of:

Peggy Curtesi

Patricia A. Hough

Signed and acknowledged in the presence of:

Polym C. Daughton

Gene J. Siefert

SWIFT MARINE, INC.

By Victor Swift

By H. F. Chagnet

THE LUBRIZOL CORPORATION

By Paul L. Carr

STATE OF OHIO

COUNTY OF Stark

BEFORE ME, a Notary Public in and for said County and State personally appeared on this 30th day of August, 1979, SWIFT MARINE, INC., by Victor Swift and Henry F. Chagnet, its President and Secretary, respectively, who acknowledged to me that they did sign the foregoing instrument and that the same was the free act and deed of said corporation and their free act and deed individually and as such officers.

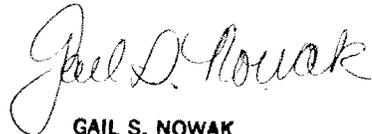
Patricia A. Hough
Notary Public

**PATRICIA A. HOUGH, Notary Public
State of Ohio
My commission expires August 27, 1982**

STATE OF OHIO

COUNTY OF LAKE

BEFORE ME, a Notary Public in and for said County and State, personally appeared on this 30th day of August, 1979, THE LUBRIZOL CORPORATION, by Paul J. Carol, its Vice President, who acknowledged to me that he did sign the foregoing instrument and that the same was the free act and deed of said corporation and his free act and deed individually and as such officer.



GAIL S. NOWAK
Notary Public, State of Ohio
My Commission Expires Feb. 15, 1984