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INTERSTATE COMMERCE COMMISSION

COLLATERAL ASSIGNMENT AGREEMENT

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COLLATERAL ASSIGNMENT AGREEMENT, dated as of February 15, 1973, between ASHQUP, Inc. (the "Company"), a Delaware corporation, and MELLON BANK, N.A. (the "Trustee"), a national banking association incorporated and existing under the laws of the United States of America, as Trustee for the holders of the Notes referred to below under the Trust Agreement (the "Trust Agreement"), dated as of the date hereof, between the Company and the Trustee:

1. Assigned Rights. This Agreement relates to:

(a) the Bareboat Charter Agreement, dated as of the date hereof, between the Company, as owner, and Oil Pay, Inc. ("Charterer"), a Delaware corporation, as charterer (such Bareboat Charter Agreement, as from time to time amended or supplemented in accordance with its terms, being herein called the "Charter"); and

(b) the Construction Contract, dated as of September 1, 1972 (the "Construction Contract"), between Dravo Corporation, a Pennsylvania corporation (the "Builder"), and Ashland Oil, Inc., a Kentucky corporation ("Ashland") and the Assignment (the "Construction Contract Assignment"), dated as of the date hereof and substantially in the form of Exhibit G to the Note Purchase Agreement, dated as of the date hereof (the "Note Agreement"), between the Company and New York Life Insurance Company (the "Purchaser"), providing for the issue and sale of \$12,500,000 aggregate principal amount of the Company's 8% Notes due October 1, 1994 (the "Notes", such term to include all notes and other securities issued in exchange therefor and in replacement thereof), whereby Ashland assigns its rights under the Construction Contract to the Company.

All capitalized terms used herein without definition shall have the respective meanings specified in the Charter.

2. Security for Notes. This Agreement is made pursuant to and in consideration of the execution by the Purchaser of the Note Agreement and is made for the pro rata benefit of the holders of all the Notes from

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(Filed pursuant to the
Provisions of Section 323
Interstate Commerce Act

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time to time outstanding to secure the payment of the principal of and the premium, if any, and interest on the Notes and the performance of and compliance with all of the terms of the Note Agreement and the Notes. This Agreement shall terminate upon the termination of the Trust Agreement as provided in Section 16 thereof.

3. Assignment. Subject to the terms and conditions of this Agreement, the Company hereby presently and irrevocably assigns, transfers and sets over to the Trustee all of the right, title and interest of the Company in and to the Charter and the Construction Contract as assigned to the Company by the Construction Contract Assignment and all amounts becoming due thereunder, except that, so long as no Event of Default shall have occurred and be continuing, amounts payable by Charterer pursuant to Section 4 of the Charter shall be paid to or on the order of the Company.

4. Payment of Assigned Sums. Charterer is hereby directed to pay all sums assigned pursuant to Section 3 to the Trustee at its address specified in or pursuant to Section 11, for application as provided in Section 4 of the Trust Agreement.

5. Performance of Charter and Construction Contract, etc. The Company at its expense will perform and comply with all the terms of the Charter; the Construction Contract Assignment and the Construction Contract, to be performed or complied with by it, will maintain the Charter, the Construction Contract Assignment and the Construction Contract in full force and effect, will enforce the Charter, the Construction Contract Assignment and the Construction Contract in accordance with their respective terms and will take all such action to that end as from time to time may be requested by the Trustee.

6. Amendment of Charter and Construction Contract, etc. Without the prior written consent of the Trustee, the Company will not (a) amend, modify or otherwise change any term of the Charter, the Construction Contract Assignment or the Construction Contract or give or join in any waiver, consent or approval thereunder, (b) subordinate, discharge or terminate the Charter, the Construction Contract Assignment or the Construction Contract, or consent to or accept any subordination, discharge, termination or surrender thereof, or permit any condition or event to exist or occur which would, or would entitle Char-

terer, Ashland or the Builder, as the case may be, to discharge, terminate or surrender the same, except as expressly provided in the Charter, the Construction Contract Assignment or the Construction Contract, respectively, (c) waive any default under or breach of the Charter, the Construction Contract Assignment or the Construction Contract, (d) consent to or permit any prepayment or discount of charter hire or payment of advance charter hire under the Charter, or (e) take any other action in connection with the Charter, the Construction Contract Assignment or the Construction Contract which would have the effect of impairing the value of the Company's interest therein or rights thereunder or of the Barges, or of impairing the rights or interests of the Trustee or the holders of the Notes.

7. **Notices, etc.** The Company will deliver to the Trustee and to each holder of any Notes, promptly upon receipt thereof, duplicates or copies of all notices, requests, demands and other instruments received by the Company under or pursuant to the Charter, the Construction Contract Assignment and the Construction Contract, to the extent that the same shall not have been delivered to the Trustee or such holder pursuant to the Charter, the Construction Contract Assignment or the Construction Contract. The Company from time to time, upon request of the Trustee, will make to Charterer, Ashland or the Builder such demands and requests for information or for action as the Company is entitled to make under the Charter, the Construction Contract Assignment or the Construction Contract, respectively. The Company will also give the Trustee, each holder of any Notes and Ashland prompt written notice of any event or occurrence of the character referred to in Section 4 of the Guaranty Agreement (the "Guaranty"), dated as of the date hereof, between the Company, Ashland and the Trustee, describing such event or occurrence in sufficient detail to enable Ashland to take the action it is required to take pursuant to such Section 4, but any failure by the Company to do so shall not relieve Ashland of its obligations pursuant to such Section 4.

8. **No Assumption by Trustee, etc.** Neither this Agreement nor any action or inaction on the part of the Trustee or any holder of the Notes under this Agreement shall release the Company from any of its obligations under the Charter, the Construction Contract Assignment or the Construction Contract, or Ashland from any of

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its obligations under the Construction Contract or constitute an assumption of any such obligations on the part of any such persons. No action or failure to act on the part of the Company shall adversely affect or limit the rights of the Trustee or any holder of the Notes under this Agreement or, through this Agreement, under the Charter, the Construction Contract Assignment or the Construction Contract.

9. **New Charter with Ashland.** In case the Charter shall be terminated as a result of the rejection thereof by any trustee, receiver or liquidating agent of Charterer or any of its property in any bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar proceeding, the Company, upon the written request of the Trustee, will enter into a new Charter with Ashland containing the same terms and conditions as are contained in the Charter and having a term corresponding to what would have been the balance of the term of the Charter but for such termination, all as provided in Section 2.3 of the Guaranty. From and after the date of such new charter, all the provisions of this Agreement applicable to the Charter and to the Company and Charterer in respect of the Charter shall also be applicable to such new charter and to the Company and Ashland in respect thereof, to the same extent and in the same manner as such provisions are applicable to the Charter and to the Company and Charterer in respect thereof.

10. **Further Assurances.** The Company at its expense will execute, acknowledge (if required) and deliver all such instruments and take all such action as the Trustee from time to time may request for the assuring to the Trustee of the full benefits intended to be created by this Agreement.

11. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, postage prepaid, addressed, (a) if to the Company, at 1404 Delaware Trust Building, Wilmington, Delaware 19801 or at such other address as the Company shall have furnished to the Trustee in writing, or (b) if to the Trustee, at its principal corporate trust office, Mellon Square, Pittsburgh, Pa. 15230, Attention: Corporate Trust Division, or (c) if to any holder of any Note, at its address specified in or pursuant to the Note Agreement or (d) if to Ashland, at its address specified in or pursuant to the Guaranty.

12. **Termination.** This Agreement shall become and be void and of no effect upon termination of the Trust Agreement pursuant to Section 16 thereof.

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13. Miscellaneous. Any term of this Agreement may be amended, waived, discharged or terminated only by an instrument in writing signed by the Company and the Trustee and consented to by Charterer. This Agreement shall be binding upon the Company and its successors and assigns and all persons claiming under or through the Company or any such successor or assign, and shall inure to the benefit of and be enforceable by the Trustee and its successors and assigns. The Trustee joins in this Agreement on the terms and conditions set forth in Section 9 of the Trust Agreement. The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized as of the date first above written.

ASHQUIP, INC.

[CORPORATE SEAL]

By *Thomas P. Beasant*
Vice President

Attest:

C. D. Levin
Secretary

MELLON BANK, N.A.
as Trustee

[CORPORATE SEAL]

By *J. J. Lush*
Assistant Vice President

Attest:

R. J. Brennan
Assistant Secretary

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STATE OF DELAWARE }
COUNTY OF NEW CASTLE } ss.:

On this 6th day of April, 1973, before me personally appeared CHARLES BELFINT, to me personally known, who being by me duly sworn, says that he is a Vice President of ASHQUIP, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Nina B. Klinger
Notary Public

My commission expires Feb. 14, 1975

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } ss.:

On this 6th day of April, 1973, before me personally appeared RICHARD DONAHUE, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of MELLON BANK, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary T. Wainholmer
Notary Public

Mary T. Wainholmer, Notary Public

Pittsburgh, Allegheny County, Pennsylvania

My Commission Expires January 24, 1974

My commission expires

CONSENT TO COLLATERAL ASSIGNMENT

OIL PAY, INC. ("Charterer"), a Delaware corporation, and ASHLAND OIL, INC. ("Ashland"), a Kentucky corporation, hereby (a) acknowledge receipt of executed copies of the foregoing Collateral Assignment Agreement (the "Assignment") and of the Note Agreement and the Trust Agreement referred to therein, agree that such copies constitute adequate notice of all matters contained therein and consent thereto in all respects, (b) agree to comply with all the terms of such Collateral Assignment Agreement and to pay all sums assigned thereby in accordance with the terms thereof, (c) agree not to take or omit to take any action which would result in any default under or breach of the Bareboat Charter Agreement, or the Construction Contract Assignment or the Construction Contract referred to in the Assignment or in the occurrence of any Event of Default as defined in the Note Agreement and (d) agree that any payments made pursuant hereto and to the Assignment shall be made without set off or deduction and shall be final and that the undersigned will not seek to recover from the Trustee or the holders of any of the Notes for any reason whatsoever any moneys paid pursuant hereto or to the Assignment.

Charterer agrees to perform and comply with all the terms of the Charter referred to in the Assignment required to be performed or complied with by Charterer, and agrees that the Trustee referred to in the Assignment (the "Trustee") shall be entitled to the benefit of Charterer's obligations under such Charter, to the extent assigned pursuant to the Assignment, as though the Trustee had been named as Owner in such Charter.

Ashland agrees to perform and comply with all the terms of the such Construction Contract and such Construction Contract Assignment required to be performed or complied with by Ashland, and agrees that the Trustee shall be entitled to the benefit of Ashland's obligations under such Construction Contract and such Construction Contract Assignment, to the extent assigned pursuant to the Assignment, as though the Trustee had been named as assignee in such Construction Contract Assignment.

This Consent to Collateral Assignment shall be binding upon the respective successors and assigns of Charterer and Ashland and shall inure to the benefit of and be enforceable by the Trustee and its successor at the time acting as such Trustee.

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IN WITNESS WHEREOF, Charterer and Ashland have caused this Consent to Collateral Assignment to be executed and delivered and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized as of February 15, 1973.

[CORPORATE SEAL]

OIL PAY, INC.

By William R. Sisk
Vice President

Attest:

[Signature]
Assistant Secretary

[CORPORATE SEAL]

ASHLAND OIL, INC.

By [Signature]
Administrative Vice President

Attest:

[Signature]
Assistant Secretary

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COMMONWEALTH OF KENTUCKY }
COUNTY OF GREENUP } ss.:

The foregoing instrument was acknowledged before me this 6th day of April, 1973, by WILLIAM R. SEATON, a Vice President of OIL PAY, Inc., a Delaware corporation, on behalf of the corporation.

CAROLE S. SAUNDERS, Notary Public
My commission expires ~~My Commission Expires June 28, 1976~~

Carole S. Saunders
Notary Public

COMMONWEALTH OF KENTUCKY }
COUNTY OF GREENUP } ss.:

The foregoing instrument was acknowledged before me this 6th day of April, 1973, by ALLEN W. ADNE, an Administrative Vice President of ASHLAND OIL, Inc., a Kentucky corporation, on behalf of the corporation.

CAROLE S. SAUNDERS, Notary Public
My commission expires ~~My Commission Expires June 28, 1976~~

Carole S. Saunders
Notary Public

CERTIFICATE OF COMPARISON

STATE OF NEW YORK)
 §§.1
COUNTY OF NEW YORK)

I now hereby certify that on this 11th day of April, 1973, I did compare the attached copy with the original of the Collateral Assignment Agreement dated as of February 15, 1973 between Ashquip, Inc., and Mellon Bank, N.A., and that this copy is in all respects a true and correct copy of said original.

Marie A. Cronell
Notary Public

MARIE A. CROWELL
Notary Public, State of New York
No. 60-8861802
Qualified in Westchester County
Cert. Filed in New York County
Commission Expires March 30, 1974