

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into this 26th day of January, 2006 to be effective as of the Effective Date (as defined below), by and between Etranco, Inc., an Indiana corporation (the "Assignor"), and Liquid Transport, L.L.C., an Indiana limited liability company (the "Assignee").

WITNESSETH

WHEREAS, the Assignor previously entered into that certain Lease Agreement, with E-L Allison Pointe II, LLP, dated May 1, 2001 (the "Lease Agreement") for certain real property located at Lake Pointe Center 3, 8470 Allison Pointe Blvd., Indianapolis, Indiana. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement; and

WHEREAS, pursuant to Section 11 of the Lease Agreement, the Assignor desires to assign and transfer to the Assignee its rights and obligations of such Assignor under the Lease Agreement and the Assignee desires to accept such assignment on the terms and conditions provided for herein;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

Section 1. Assignment. As of the Effective Date, the Assignor hereby assigns and transfers to the Assignee all of its rights and obligations under the Lease Agreement and the Assignor shall have no further obligations under the Lease Agreement.

Section 2. Acceptance. As of the Effective Date, the Assignee hereby accepts the assignment of the Lease Agreement, and agrees to assume and pay or perform, when such payment or performance is required but only to the extent the obligation or liability initially occurs after the Effective Date.

Section 3. Effective Date. The parties hereto agree that this Agreement shall automatically become effective on the Business Day in which the transactions contemplated under the Asset Purchase Agreement are consummated pursuant to the terms and conditions set forth therein (the "Effective Date"). In the event that the transactions contemplated under the Asset Purchase Agreement are terminated, then this Agreement shall be deemed rescinded, all documents executed in connection herewith and therewith shall be rendered null and void, and any consideration, documentation or other items provided to any party by the other parties hereunder or thereunder in connection with the transactions contemplated hereby and thereby shall be immediately returned by the receiving party to the party that provided such consideration, documentation or other items

Section 4. No Assumption of Obligations. Except as provided in Section 2 above, the Assignee expressly does not, and shall not, assume or agree to assume, pay, satisfy, discharge, perform or be responsible for in any manner and will not, by virtue of the execution and delivery of this Agreement, be deemed to have assumed or to have agreed to pay, satisfy, discharge or perform or be responsible for in any manner, any liabilities, obligations or commitments of the Assignor of any nature whatsoever whether direct or indirect, known or unknown, choate or inchoate, absolute, fixed, contingent or otherwise and whether or not disclosed to the Assignee.

Section 5 Miscellaneous. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to any state's choice of laws to the contrary. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Agreement shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written, to be effective as of the Effective Date.

"ASSIGNOR"

ETRANCO, INC.

By: 
Lanny L. Wilhelm, President

"ASSIGNEE"

LIQUID TRANSPORT, L.L.C.

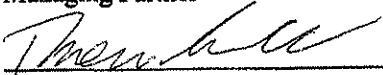
By: 
Ronald B. Dana, President

CONSENT OF LANDLORD

Pursuant to Section 11 of that certain Lease Agreement (the "Lease"), dated May 1, 2001, by and between E-L Allison Pointe II, LLP (the "Landlord") and Etranco, Inc. ("Etranco"), and in consideration of the Guaranties being provided to the Landlord by the parent companies of Liquid Transport, L.L.C., the Landlord hereby consents to and approves of the assignment by Etranco of its rights in and obligations under the Lease to Liquid Transport, L.L.C. pursuant to the terms and conditions of the foregoing Assignment and Assumption Agreement and, provided that Etranco is not in default under the Lease as of the Effective Date (as defined in Section 3 of this Agreement) and has paid to the Landlord all rent payments due on or before the Effective Date, Etranco shall have no further obligations under the Lease.

E-L ALLISON POINTE II, LLP

By: Edgeworth-Laskey Properties, LLC, its
Managing Partner

By: 

Printed: Thomas P. Laskey Jr.

Title: Member

GUARANTY

Dana Transport, Inc., a(n) NJ corporation (the "Guarantor"), a parent corporation of Liquid Transport, L.L.C., an Indiana limited liability company (the "Tenant"), in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in further consideration of the granting at the Guarantor's request of E-L Allison Pointe II, LLP's (the "Landlord's") approval of Etranco, Inc.'s assignment to the Tenant of Etranco, Inc.'s rights and obligations under a certain Lease Agreement (the "Lease") between Etranco, Inc. and the Landlord with respect to certain leased premises located in the building commonly known as Lake Pointe Center 3, 8470 Allison Pointe Boulevard, Indianapolis, Indiana, and more particularly described in the Lease, hereby absolutely and unconditionally guarantees the full and faithful performance of and compliance with all the obligations, terms, covenants, and conditions of the Tenant and its assigns contained in the Lease, together with the costs and expenses, including reasonable attorneys' fees, incurred in the enforcement thereof and of this Guaranty (collectively, the "Guaranteed Lease Obligations").

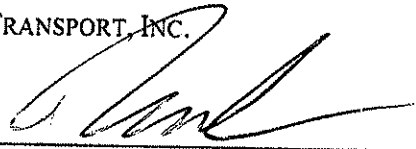
The Guarantor waives presentment, demand, protest, diligence in collection or prosecution, notice of the Lease and creation of the Guaranteed Lease Obligations, dishonor, default, non-payment, performance or non-performance of the Guaranteed Lease Obligations, the acceptance of this Guaranty, the giving or release of any security or collateral therefor, and any and all extensions, renewals, amendments, modifications, waivers, or other indulgences at any time made, exercised, entered into, given, permitted, suffered, or otherwise created with respect to the Lease, the Lease term, or the Guaranteed Lease Obligations. The Guarantor agrees that this Guaranty shall not be discharged or otherwise affected by (i) any such extension, renewal, amendment, modification, waiver, or other indulgence, (ii) any assignment or sublease, in whole or in part, of the Lease or the Guaranteed Lease Obligations, (iii) any bankruptcy, insolvency, reorganization, or similar proceedings affecting the Tenant, including but not limited to any rejection of the Lease in any such proceedings, (iv) any invalidity, unenforceability, or defense that the Tenant may have to the enforcement of any or all of the Guaranteed Lease Obligations, or (v) any failure, neglect, or omission by Landlord in the exercise of its rights or remedies under the Lease.

This Guaranty shall be binding upon the successors and assigns of the undersigned and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Landlord.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty this 25 day of

January, 2006.

DANA TRANSPORT, INC.

By: 

Printed: RONALD D DANA

Title: PRESIDENT

GUARANTY

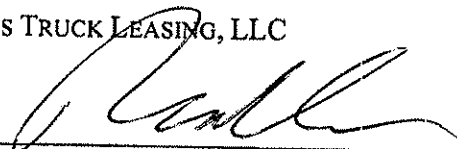
Suttles Truck Leasing, LLC, a(n) Alabama limited liability company (the "Guarantor"), a parent company of Liquid Transport, L.L.C., an Indiana limited liability company (the "Tenant"), in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in further consideration of the granting at the Guarantor's request of E-L Allison Pointe II, LLP's (the "Landlord's") approval of Etranco, Inc.'s assignment to the Tenant of Etranco, Inc.'s rights and obligations under a certain Lease Agreement (the "Lease") between Etranco, Inc. and the Landlord with respect to certain leased premises located in the building commonly known as Lake Pointe Center 3, 8470 Allison Pointe Boulevard, Indianapolis, Indiana, and more particularly described in the Lease, hereby absolutely and unconditionally guarantees the full and faithful performance of and compliance with all the obligations, terms, covenants, and conditions of the Tenant and its assigns contained in the Lease, together with the costs and expenses, including reasonable attorneys' fees, incurred in the enforcement thereof and of this Guaranty (collectively, the "Guaranteed Lease Obligations").

The Guarantor waives presentment, demand, protest, diligence in collection or prosecution, notice of the Lease and creation of the Guaranteed Lease Obligations, dishonor, default, non-payment, performance or non-performance of the Guaranteed Lease Obligations, the acceptance of this Guaranty, the giving or release of any security or collateral therefor, and any and all extensions, renewals, amendments, modifications, waivers, or other indulgences at any time made, exercised, entered into, given, permitted, suffered, or otherwise created with respect to the Lease, the Lease term, or the Guaranteed Lease Obligations. The Guarantor agrees that this Guaranty shall not be discharged or otherwise affected by (i) any such extension, renewal, amendment, modification, waiver, or other indulgence, (ii) any assignment or sublease, in whole or in part, of the Lease or the Guaranteed Lease Obligations, (iii) any bankruptcy, insolvency, reorganization, or similar proceedings affecting the Tenant, including but not limited to any rejection of the Lease in any such proceedings, (iv) any invalidity, unenforceability, or defense that the Tenant may have to the enforcement of any or all of the Guaranteed Lease Obligations, or (v) any failure, neglect, or omission by Landlord in the exercise of its rights or remedies under the Lease.

This Guaranty shall be binding upon the successors and assigns of the undersigned and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Landlord.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty this 25 day of January, 2006.

SUTTLES TRUCK LEASING, LLC

By: 

Printed: RONALD B DANA

Title: PRESIDENT

GUARANTY

International Equipment Logistics, Inc., a Puerto Rico corporation (the "Guarantor"), a parent corporation of Liquid Transport, L.L.C., an Indiana limited liability company (the "Tenant"), in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in further consideration of the granting at the Guarantor's request of E-L Allison Pointe II, LLP's (the "Landlord's") approval of Etranco, Inc.'s assignment to the Tenant of Etranco, Inc.'s rights and obligations under a certain Lease Agreement (the "Lease") between Etranco, Inc. and the Landlord with respect to certain leased premises located in the building commonly known as Lake Pointe Center 3, 8470 Allison Pointe Boulevard, Indianapolis, Indiana, and more particularly described in the Lease, hereby absolutely and unconditionally guarantees the full and faithful performance of and compliance with all the obligations, terms, covenants, and conditions of the Tenant and its assigns contained in the Lease, together with the costs and expenses, including reasonable attorneys' fees, incurred in the enforcement thereof and of this Guaranty (collectively, the "Guaranteed Lease Obligations").

The Guarantor waives presentment, demand, protest, diligence in collection or prosecution, notice of the Lease and creation of the Guaranteed Lease Obligations, dishonor, default, non-payment, performance or non-performance of the Guaranteed Lease Obligations, the acceptance of this Guaranty, the giving or release of any security or collateral therefor, and any and all extensions, renewals, amendments, modifications, waivers, or other indulgences at any time made, exercised, entered into, given, permitted, suffered, or otherwise created with respect to the Lease, the Lease term, or the Guaranteed Lease Obligations. The Guarantor agrees that this Guaranty shall not be discharged or otherwise affected by (i) any such extension, renewal, amendment, modification, waiver, or other indulgence, (ii) any assignment or sublease, in whole or in part, of the Lease or the Guaranteed Lease Obligations, (iii) any bankruptcy, insolvency, reorganization, or similar proceedings affecting the Tenant, including but not limited to any rejection of the Lease in any such proceedings, (iv) any invalidity, unenforceability, or defense that the Tenant may have to the enforcement of any or all of the Guaranteed Lease Obligations, or (v) any failure, neglect, or omission by Landlord in the exercise of its rights or remedies under the Lease.

This Guaranty shall be binding upon the successors and assigns of the undersigned and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Landlord.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty this 25 day of

January, 2006.

INTERNATIONAL EQUIPMENT LOGISTICS, INC.

By: 

Printed: RONALD B DANA

Title: PRESIDENT

GUARANTY

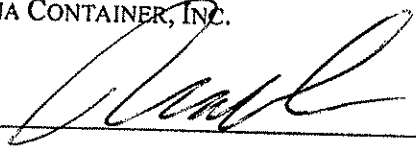
Dana Container, Inc., a(n) NS corporation (the "Guarantor"), a parent corporation of Liquid Transport, L.L.C., an Indiana limited liability company (the "Tenant"), in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in further consideration of the granting at the Guarantor's request of E-L Allison Pointe II, LLP's (the "Landlord's") approval of Etranco, Inc.'s assignment to the Tenant of Etranco, Inc.'s rights and obligations under a certain Lease Agreement (the "Lease") between Etranco, Inc. and the Landlord with respect to certain leased premises located in the building commonly known as Lake Pointe Center 3, 8470 Allison Pointe Boulevard, Indianapolis, Indiana, and more particularly described in the Lease, hereby absolutely and unconditionally guarantees the full and faithful performance of and compliance with all the obligations, terms, covenants, and conditions of the Tenant and its assigns contained in the Lease, together with the costs and expenses, including reasonable attorneys' fees, incurred in the enforcement thereof and of this Guaranty (collectively, the "Guaranteed Lease Obligations").

The Guarantor waives presentment, demand, protest, diligence in collection or prosecution, notice of the Lease and creation of the Guaranteed Lease Obligations, dishonor, default, non-payment, performance or non-performance of the Guaranteed Lease Obligations, the acceptance of this Guaranty, the giving or release of any security or collateral therefor, and any and all extensions, renewals, amendments, modifications, waivers, or other indulgences at any time made, exercised, entered into, given, permitted, suffered, or otherwise created with respect to the Lease, the Lease term, or the Guaranteed Lease Obligations. The Guarantor agrees that this Guaranty shall not be discharged or otherwise affected by (i) any such extension, renewal, amendment, modification, waiver, or other indulgence, (ii) any assignment or sublease, in whole or in part, of the Lease or the Guaranteed Lease Obligations, (iii) any bankruptcy, insolvency, reorganization, or similar proceedings affecting the Tenant, including but not limited to any rejection of the Lease in any such proceedings, (iv) any invalidity, unenforceability, or defense that the Tenant may have to the enforcement of any or all of the Guaranteed Lease Obligations, or (v) any failure, neglect, or omission by Landlord in the exercise of its rights or remedies under the Lease.

This Guaranty shall be binding upon the successors and assigns of the undersigned and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Landlord.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty this 25 day of January, 2006.

DANA CONTAINER, INC.

By: 

Printed: Ronald B Dana

Title: PRESIDENT