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LEATHERWOOD, WALKER, TODD & ...
CINCINNATI, O., S. C. LEATHERWOOD, WALKER, TODD & ...
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SERIES C RENTAL ASSIGNMENT

THIS RENTAL ASSIGNMENT (herein called "Assignment"), dated as of December 1, 1962, from MARDEVCO, INC., a Delaware corporation, with offices at Room G-611, 200 East Golf Road, Palatine, Illinois (herein called "Assignor"), to FIRST NATIONAL CITY BANK (formerly The First National City Bank of New York), a national banking association, with an office at 399 Park Avenue, New York 22, N. Y. (herein called "Assignee"), as agent for the holders of the Notes referred to below.

WITNESSETH:

WHEREAS, Assignor represents and warrants that it is the Lessor under a certain Lease (herein called the "Lease") of lands with buildings thereon, more particularly described in Schedule I attached hereto and made a part hereof (said lands and buildings being herein called the "Properties"), dated as of December 1, 1962, with The Pure Oil Company, an Ohio corporation, as Lessee (herein called "Lessee");

WHEREAS, Assignor deems it advisable for its corporate purposes to borrow money and issue therefor its 5 1/8% Notes due February 1, 1986, Series C (herein called the "Notes"), in the principal amount of \$2,000,000, pursuant to the Note Agreements (herein called the "Note Agreements"), dated November 30, 1962, between Assignor and two institutional purchasers named therein (herein called the "Purchasers");

WHEREAS, the Note Agreements provide that it is a condition of the obligations of the Purchasers to purchase the Notes that Assignor execute and deliver this Assignment to Assignee;

NOW, THEREFORE, in consideration of the purchase of the Notes in the principal amount of \$2,000,000, and other good and valuable considerations, Assignor hereby grants, pledges, transfers, assigns and sets over to Assignee:

(a) an amount (which may be all) of each semi-annual installment of basic rental (as defined in the Lease) payable pursuant to paragraph 2 of the Lease which equals the aggregate of all amounts of principal, premium, if any, and interest due and payable and becoming due and payable on the Notes on the due date of such installment of basic rental, including, without limitation, (i) the full amount of the semi-annual installments of interest on all the Notes becoming due and payable on the due date of such installment of basic rental, (ii) in the case of each installment of basic rental payable on the due date of a mandatory prepayment of the principal of the Notes, the full amount of such mandatory prepayment of principal, and (iii) in the case of the installment of basic rental payable on the expressed final maturity date of the Notes, the full amount of the final payment of principal on the Notes becoming due and payable on such date;

(b) all rents payable on any reletting of any of the Properties pursuant to paragraph 11 of the Lease; and

(c) all claims, rights, powers, privileges and remedies on the part of Assignor, whether arising under the Lease or by statute or at law or in equity or otherwise, consequent on any default by Lessee referred to in paragraph 11 of the Lease;

together with full power and authority, in the name of Assignee or Assignor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing. Assignor hereby irrevocably directs Lessee to pay to or as directed by Assignee the amount of each semi-annual installment of basic rental specified in paragraph (a) above. Any and all rights of Assignee hereunder may be exercised by any receiver appointed at the instance or for the benefit of Assignee or the holders of the Notes.