

4-1/2% Secured Notes Series J Due April 1, 1974 - \$3,056,500  
4-5/8% Secured Notes Series K Due April 1, 1989 - \$8,944,730  
4-1/2% Secured Notes Series L Due September 1, 1970 - \$2,128,992  
4-5/8% Secured Notes Series M Due September 1, 1989 - \$10,871,008  
4-1/2% Secured Notes Series N Due March 1, 1970 - \$1,788,190  
4-5/8% Secured Notes Series O Due March 1, 1990 - \$12,070,570  
4-1/2% Secured Notes Series P Due September 1, 1970 - \$1,480,237  
4-3/4% Secured Notes Series Q Due September 1, 1990 - \$10,622,283; and

WHEREAS, concurrently with the execution hereof Assignor has issued under the Indenture \$25,400,120 aggregate principal amount of its Notes of the series designated "5% Secured Notes Series R Due January 1, 1991";

NOW, THEREFORE, WITNESSETH: in consideration of the sum of One Dollar (\$1) duly paid to Assignor upon the execution and delivery of this Assignment and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, pledges, transfers and assigns to Assignee, with respect to each of the premises subject to the Lease, all of the following rents, moneys and rights:

- (a) the basic rent, or amounts equal thereto, payable under article 3 of the Lease;
- (b) the purchase price payable under article 12(b) of the Lease;
- (c) the purchase price installments, and the prepayments thereof, payable under article 12(c) of the Lease; and
- (d) the rights and remedies of Assignor under article 18 of the Lease.

TO HAVE AND TO HOLD and to apply the same to the payment of the Notes until the Notes shall have been fully paid, with interest thereon, in accordance with the terms and conditions of the Indenture, and until such additional sums as may become due and payable under the Indenture have been paid.

This Assignment is made for the purpose of paying, and securing the payment of, the principal of, and interest and premium, if any, on the Notes and of securing the performance of the obligations of Assignor as set forth in the Indenture.

Assignor hereby irrevocably designates and appoints Assignee its true and lawful attorney-in-fact in its name, place and stead to ask, demand, collect, sue for, attach, levy, recover and receive all rents and moneys which are hereby assigned and which now are or hereafter may become due, owing and payable under the Lease and from the premises subject to the Lease from Shell or its successors or assigns, with full power to institute any and all legal proceedings available to it under applicable law for the collection thereof or for the taking possession of the premises subject to the Lease or any part thereof, including summary proceedings.

Assignor hereby further designates and appoints Assignee its true and lawful agent and attorney-in-fact to make and execute, in the name and on behalf of Assignor, deeds to the premises subject to the Lease complying with the provisions of article 12 of the Lease and to deliver the said deeds

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