

on behalf of Assignor to Shell against payment of the purchase price for said premises in accordance with the provisions of the Lease. Each deed so made, executed and delivered by Assignee on behalf of Assignor shall be binding upon Assignor and all persons claiming by, through or under Assignor with the same effect as if Assignor had itself made, executed and delivered the same.

Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease or under or by reason of this Assignment and Assignor shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease.

Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to keep the premises subject to the Lease leased at a good and sufficient rent and to transfer and assign to Assignee the above provided rights, titles and interests of Assignor in any and all later or subsequent leases upon all or any part of said premises and all rents, issues, profits and income payable under such leases, to be made by Assignor only with the prior written consent of Assignee, and Assignor covenants to make, execute and deliver to Assignee upon demand any and all instruments that may be necessary therefor.

Insofar as any of the premises included in the Lease are situated in the State of Louisiana, it is understood that Assignee is, in addition, acting as the agent for the holders of the Notes.

Upon payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

Unless a default under the Indenture shall have occurred and be continuing, this Assignment shall become and be void and of no effect upon the payment in full of the principal of, and the interest and premium, if any, on the Notes of the series designated "5% Secured Notes Series R Due January 1, 1991".

This Assignment and every provision hereof shall bind Assignor, its successors and assigns, and run in favor of Assignee, its successors and assigns.

This Assignment may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument; provided that, for recording and/or filing purposes, only the Exhibit with respect to particular premises need be included in the counterpart hereof to be recorded and/or filed in the jurisdiction or jurisdictions where such premises are situated.

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