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AGREEMENT OF ASSIGNMENT AND CONSENT, made as of December 4, 1956, by and between TREMARCO CORPORATION, a Delaware corporation, having its principal office at 65 Broadway, New York 6, N. Y. (herein termed the Assignor), and GULF REFINING COMPANY, a Delaware corporation having its principal place of business in the Gulf Building, 439 7th Avenue, Pittsburgh 19, Pennsylvania (herein termed the Lessee).

WITNESSETH :

1. The Assignor, for a good and valuable consideration, the receipt whereof is hereby acknowledged, in further compliance with the provisions of a Mortgage and Deed of Trust dated December 4, 1956 (herein termed the Mortgage) from the Assignor to Mellon National Bank and Trust Company, a national banking association having its principal office and place of business at Mellon Square, Pittsburgh 30, Pennsylvania and D. A. Hazlett, residing at 306 Old Farm Road, Pittsburgh 34, Allegheny County, Pennsylvania (herein termed the Trustees), and as security for the payment of the principal of (and premium, if any) and interest on its 3 7/8% Note (herein termed the Note) referred to in the Mortgage and its First Mortgage 3 7/8% Bonds, Series A (herein termed the Bonds), to be issued under an Indenture of Mortgage and Deed of Trust dated as of December 1, 1956 (herein termed the Indenture) from the Assignor to the Trustees, has assigned, transferred, conveyed and set over and by these presents does assign, transfer, convey and set over to the Trustees all of the Assignor's estate, right, title and interest in, to and under a certain lease (herein termed the Lease, a copy of which Lease or a short form thereof is being recorded herewith) dated the 1st day of December, . . . , 1956 between the Assignor or (in the case of premises situated in the State of Indiana) its wholly owned subsidiary corporation, Tremarco Corporation (Indiana), as lessor, and the Lessee, as lessee, including all extended or renewed terms of the Lease, covering premises owned by the Assignor and located at 12th & 18th, Calera, Shelby County, Alabama

together with all rents, rights, powers, privileges, options and other benefits of the Assignor as lessor under the Lease, including, but not by way of limitation, the immediate right to receive and collect all rents, income, revenues, issues, profits, moneys and security payable or receivable under the Lease or pursuant to any of the provisions thereof, whether as rents or as the purchase price of said premises or otherwise, and to make all waivers and agreements, give all notices, consents and releases and do any and all other things whatsoever which the Assignor or any lessor is or may become entitled to do under the Lease.

2. Said assignment is executed as collateral security, and the execution and delivery hereof shall not in any way impair or diminish the obligations of the Assignor under the provisions of the Lease nor shall any of such obligations be imposed upon the Trustees. Upon the payment of the principal of (and premium, if any) and all unpaid interest on the Note and the Series A Bonds and of all other sums payable under the Mortgage and the Indenture and the performance and observance of the provisions thereof, said assignment and all rights herein assigned to the Trustees shall terminate and all the estate, right, title and interest of the Assignor in and to the above described assigned property shall revert to the Assignor; provided that the Lessee shall be fully protected in making payments and otherwise complying with the provisions of said assignment until it shall have received notice in writing from the Trustees that said assignment has terminated.

3. The Assignor hereby designates MELLON NATIONAL BANK AND TRUST COMPANY, Trustee, to receive all notices, demands, documents and other communications and all rent payments and other payments of every kind and nature and all tenders and all security which Lessee is required or permitted to give, make, pay or deliver to or serve upon the lessor under the Lease, and directs the Lessee to remit or deliver directly to said Trustee, at its address set forth above, all rents and other moneys and security now or hereafter due or receivable under the Lease and releases the Lessee from all responsibility to see to the application of the rents and other moneys and security so remitted or delivered to said Trustee; and the Assignor directs the Lessee to deliver to said Trustee, at its address set forth above, all notices, demands, statements, documents and other communications given or made by the Lessee pursuant to the Lease.

4. The Assignor agrees that said assignment and the designation and directions to the Lessee hereinabove set forth are irrevocable and that it will not, while said assignment is in effect or thereafter until the Lessee has received from the Trustees notice of the termination thereof, make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void.

5. The Lessee consents to the foregoing provisions of this Agreement, and agrees to pay and deliver to MELLON NATIONAL BANK AND TRUST COMPANY, Trustee, as hereinabove provided, all rents and other moneys and security assigned to the Trustees, and to deliver all notices and other instruments whatsoever, or copies thereof, which may be delivered by it under the Lease.

See cancellation agreement Proc Blk 1 Range 306

6. The Assignor and the Lessee agree that they will not enter into any agreement subordinating, amending, modifying or terminating the Lease without the consent thereto in writing of the Trustees, and that any attempted subordination, amendment, modification or termination without such consent shall be void as against the Trustees.

7. The Lessee agrees that if pursuant to the Lease it shall become obligated to purchase the premises described in the Lease by reason of an express provision of the Lease or the exercise of an option to purchase the premises contained therein it will accept a deed to said premises executed and delivered by the Trustees as being in compliance with the provisions of the Lease, provided that a title company designated by the Lessee will insure, or the Lessee receives an opinion of counsel designated by it, that the deed so executed by the Trustees conveys a good and marketable title subject to liens, encumbrances and defects permitted by the Lease. The Lessee agrees that, if it should become necessary for the Trustees or any other party to institute any foreclosure or other judicial or non-judicial proceeding in order to be able to convey title to said premises to the Lessee, the time within which delivery of the deed to such property may be made shall be extended to the extent necessary to permit the Trustees or such other party to institute and conclude any such proceeding.

8. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers thereunto duly authorized, as of the date above set forth.

Signed, sealed and delivered in the presence of:

TREMARCO CORPORATION

W. Clotworthy
.....
W. CLOTWORTHY
Earl G. Gering
.....
EARL G. GERING

By *R. L. Reese*.....
R. L. REESE Vice President

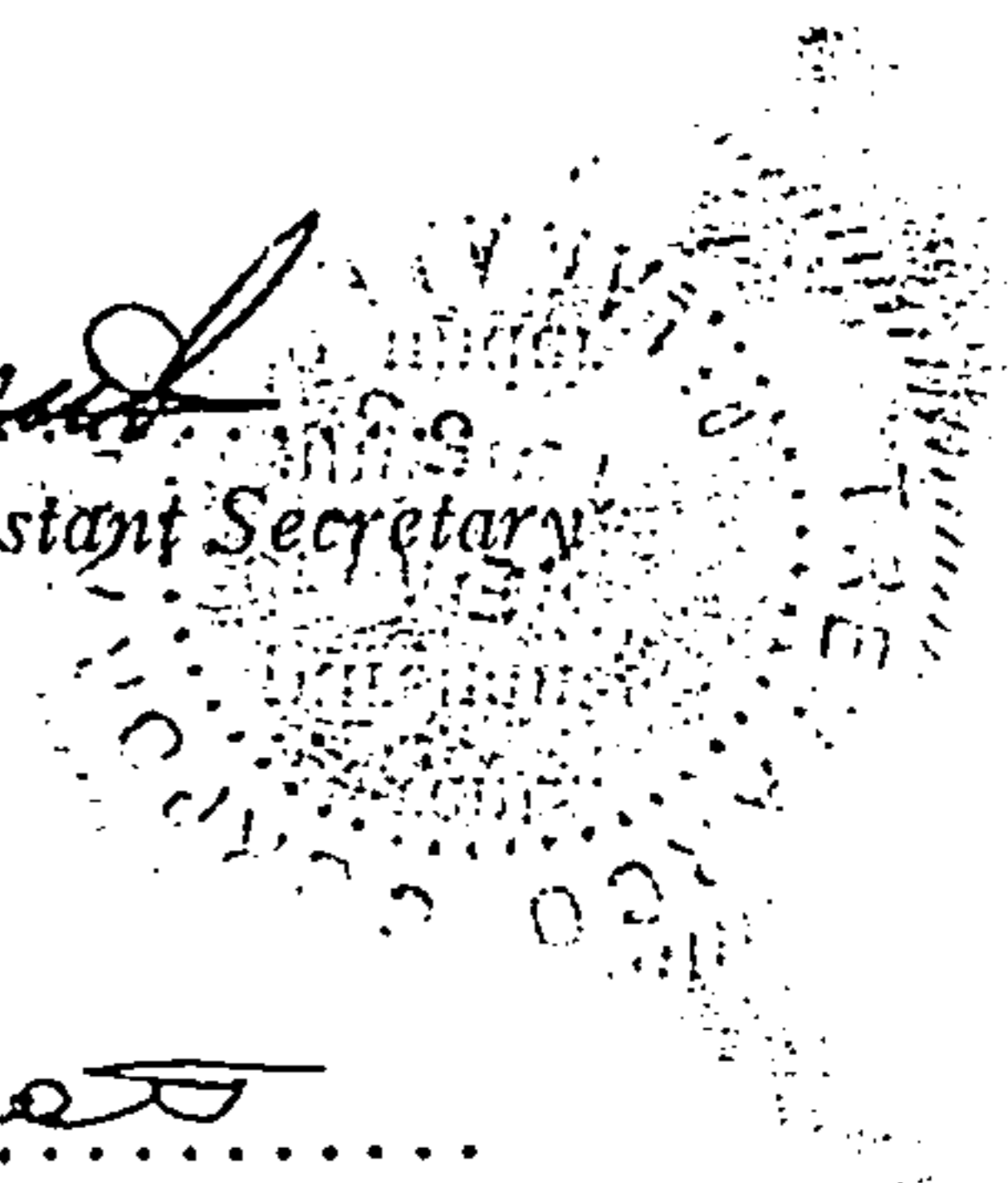
Attest:

William K. Brent
.....
WILLIAM K. BRENT Assistant Secretary

GULF REFINING COMPANY

Jack P. Broussard
.....
JACK P. BROUSSARD
K. A. Langguth
.....
K. A. LANGGUTH

By *C. B. Prescott*.....
Division General Manager
C. B. PRESCOTT



SCHEDULE I

ALL THAT CERTAIN tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Town of Calera, County of Shelby, and State of Alabama:

Lot 5, Block 4, Dunstan's Map of Calera, Alabama, dated October 1, 1886, or Lot No. 437 and $3\frac{1}{2}$ of Lot No. 438, according to Dare's Survey of Calera, Alabama, covering property more particularly described as:

Beginning at an iron pin on the Northeast corner of the intersection of 18th Avenue and 12th Street (U.S. #31), thence North along the East boundary of 12th Street (U. S. #31) a distance of 90 feet to an iron pin, thence East a distance of 150 feet to an iron pin, thence South 90 feet to an iron pin on the North boundary line of 18th Avenue, thence West a distance of 150 feet along the North boundary line of 18th Avenue to the point of beginning.

NOTR 39

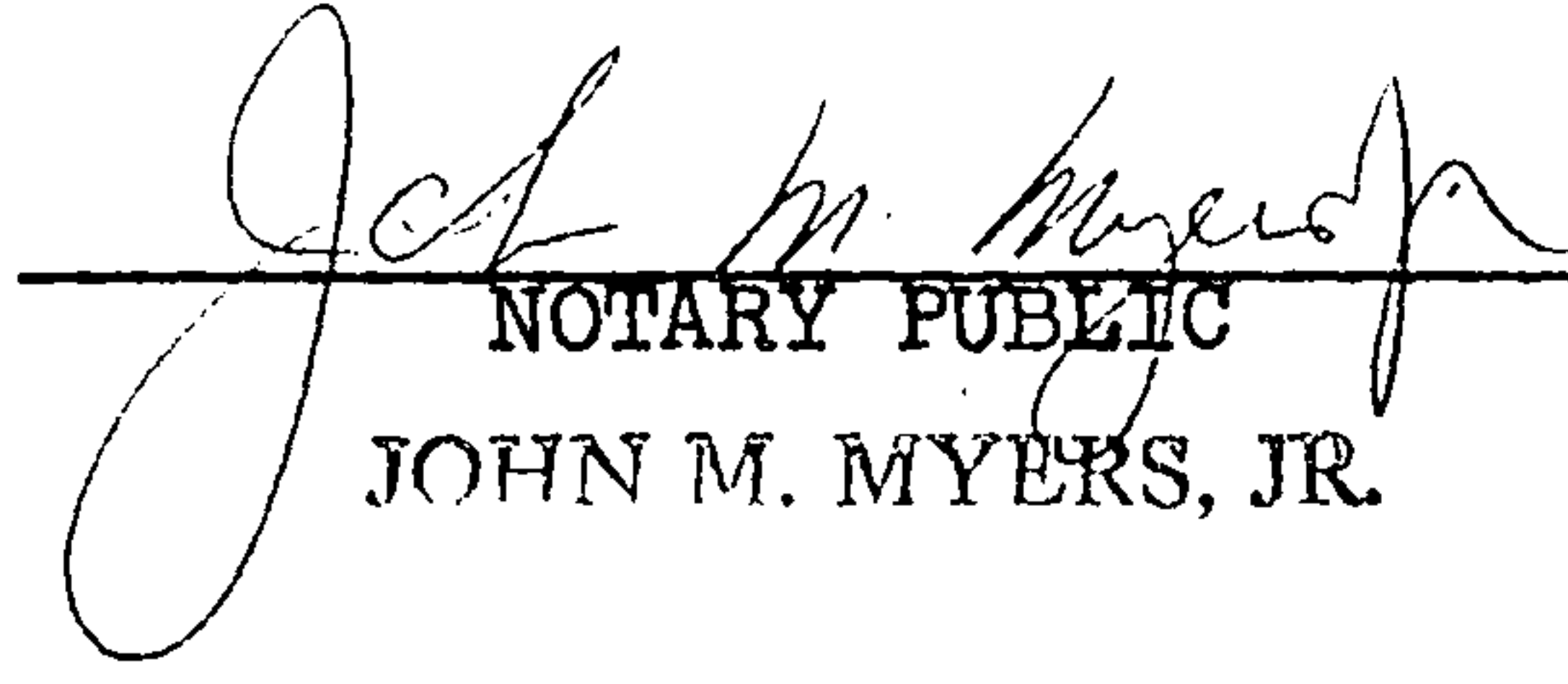
SCHEDULE I

Value of above 44,924.00
Decided property

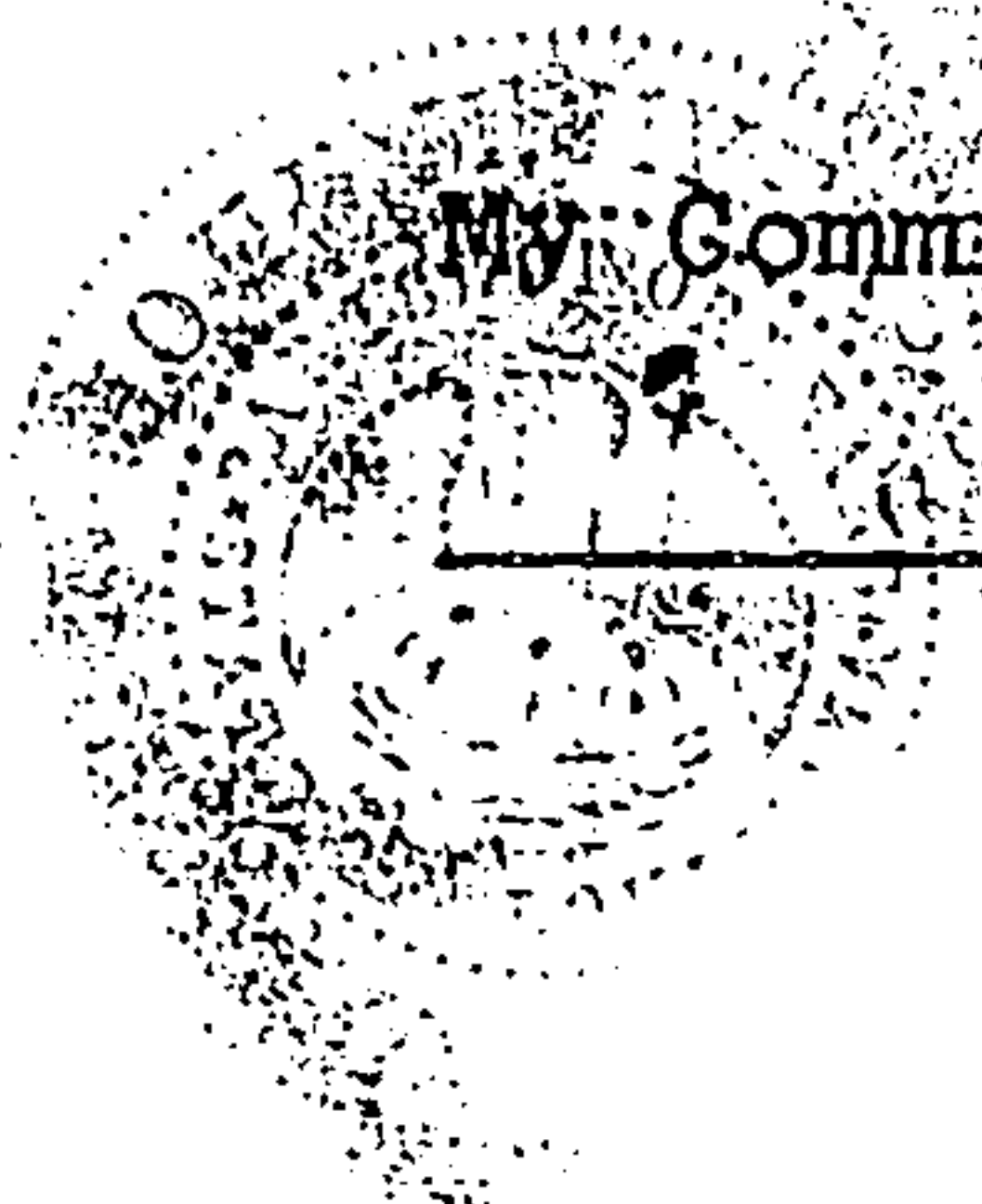
STATE OF LOUISIANA }
PARISH OF ORLEANS } SS

I, JOHN M. MYERS, JR., a Notary Public in and for said Parish and State, hereby certify that C. B. PRESCOTT, whose name as Attorney-in-Fact for GULF REFINING COMPANY is signed to the foregoing written instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the written instrument, he, in his capacity as such Attorney-in-Fact, executed the same voluntarily on the day, the same bears date.

GIVEN UNDER MY HAND and seal of office this the 4th day of December, 1956.


NOTARY PUBLIC
JOHN M. MYERS, JR.

My Commission Expires:
My Commission Expires At Death



STATE OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } SS

I, Arthur S. Lloyd, a Notary Public in and for said County and State, hereby certify that B. L. REESE whose name as VICE PRESIDENT for TREMARCO CORPORATION is signed to the foregoing written instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the written instrument, he, in his capacity as such VICE PRESIDENT, executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND and seal of office this the 12th day of December, 1956.


NOTARY PUBLIC

My Commission Expires:
ARTHUR S. LLOYD, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
~~MY COMMISSION EXPIRES, NOV. 2, 1959~~

State of Alabama, Shelby County
I, L. C. Walker, Judge of Probate hereby certify that the within Agreement was filed in this office for record the 21 day of Dec. 1956 at 2 o'clock P.M. and recorded in Deed Record 184 Page 51 & examined and the Mortgage Tax of \$ 15.00 has been paid.
L. C. Walker Judge of Probate