FILED NO. 1081
BOOK 29 PAGE 421
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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
18 pgs
COMPARED
Fee $ 36 50

Assignment

FROM

DELAWARE WESTERN PROPERTIES, INC.

AND

COMAP, INC.

TO

BANKERS TRUST COMPANY

AND

R. I. LANDAU,
as Trustees

Dated as of November 30, 1970

ASSIGNMENT, dated as of November 30, 1970 (herein, together with all supplements and amendments hereto, called this "Agreement"), from DELAWARE WESTERN PROPERTIES, INC., a Delaware corporation (herein called the "Assignor", which term shall include any successors to Delaware Western Properties, Inc. by merger or by sale, assignment or transfer as permitted by the Indenture hereinafter mentioned), having an office at 100 West Tenth Street, Wilmington, Delaware 19801, and COMAP, INC., a Delaware corporation (herein, together with any corporations succeeding thereto by merger, consolidation or the acquisition of its assets substantially as an entirety, called the "Lessee"), having an office at 100 West Tenth Street, Wilmington, Delaware 19801, to BANKERS TRUST COMPANY, a New York corporation, as trustee, now having its corporate trust office at One Battery Park Plaza, New York, New York 10015 (herein, together with its successors and assigns as such trustee, called the "Trustee"), and R. I. Landau, as individual trustee, having a residence at 83 Somerset Road, New Rochelle, New York 10804 (herein, together with his successors and assigns as such individual trustee, called the "Individual Trustee"), as trustees (herein, together with all separate trustees and co-trustees appointed as provided in Section 1208 of the Indenture, collectively called the "Trustees"), under an Indenture dated as of November 30, 1970, from the Assignor to Bankers Trust Company, as Escrow Agent, and the Trustees (herein, together with all amendments and supplements thereto, called the "Indenture").

At or about the time of the delivery hereof the Assignor is borrowing and from time to time thereafter the Assignor may borrow, certain sums of money, and in order to evidence such borrowing the Assignor is issuing and may issue from time to time under the Indenture its 9% Notes Due 2000 (herein, together with Substitute Notes (as defined in the Indenture), if any, issued under the Indenture in lieu of such Notes, Additional Notes (as defined in the Indenture), if any, issued under the Indenture with respect to the Leased Premises as hereinafter defined, and any notes issued in exchange or replacement of any of said Notes, said Substitute Notes or said Additional Notes pursuant to Section 204 of the Indenture, collectively called the "Notes") in an aggregate principal amount not to exceed $25,000,000. The Notes

are and will be secured by the Indenture. The Indenture creates a first lien on the Assignor's interest under the Lease and the Guarantee Agreement defined herein.

The Assignor has agreed to acquire from the Lessee certain parcels of land described in Appendix A to the Lease and Agreement, dated as of November 30, 1970 (herein, together with all supplements and amendments thereto, called the "Lease") together with certain buildings, structures and other improvements (including fixtures, equipment and other related property), all located thereon, and the easements and other appurtenances relating thereto (all property to the extent that it consists of part of the "Leased Premises" for the purposes of Parts II and III of the Lease being herein individually called a "Leased Parcel" and collectively called the "Leased Premises") and to lease the same to the Lessee under and pursuant to the terms and conditions of the Lease. Continental Oil Company, a Delaware corporation (herein together with its successors and assigns by merger, consolidation, sale of assets, or otherwise, called the "Company") is the owner of all of the capital stock of the Lessee and has entered into a Guarantee Agreement dated as of November 30, 1970, with the Assignor and the Trustees (herein called the "Guarantee Agreement") guaranteeing the performance by the Lessee of all of the Lessee's obligations under the Lease. In order to induce the parties purchasing the Notes to purchase the same and the Trustees to accept the trusts created by the Indenture, the Lessee and the Assignor are entering into the undertakings herein set forth with the Trustees.

Now, THEREFORE, the parties hereto agree as follows:

1. The Assignor, in consideration of the sum of One Dollar ($1) and other good and valuable consideration, the receipt whereof is hereby acknowledged, in furtherance of the covenants of the Indenture and as security for the payment of the principal of and premium, if any, and interest and all other sums payable on the Notes, and of all other sums payable under the Indenture and the performance and observance of the provisions thereof, has assigned, transferred, pledged, conveyed and set over, and by these presents does assign, transfer, pledge, convey and set over to the Trustees all of the Assignor's estate,

right, title and interest under and in and to the Lease and the Guarantee Agreement, together with all rights, powers, privileges, options and other benefits of the Assignor under such instruments, including, but not by way of limitation, (i) the immediate and continuing right to receive and collect all basic rent, rents, income, revenues, issues, profits, moneys and security payable to or receivable by the lessor under the Lease or the Guarantee Agreement or pursuant to any of such instruments, whether as rents or as the purchase price of the Leased Premises or any part thereof or otherwise, (ii) if the Lessee exercises any right to, or is otherwise required to, purchase, or if the Assignor is required to convey, any one or more of the Leased Parcels pursuant to an express provision of the Lease, the right and power (which right and power are coupled with an interest) to execute and deliver, as agents and attorneys-in-fact of the Assignor, an appropriate deed and other instruments for such conveyance, (iii) the right to perform all other necessary or appropriate acts as such agents and attorneys-in-fact with respect to such purchase and conveyance, (iv) the right to make all waivers and agreements, (v) the right to give all notices, consents and releases, (vi) the right to take such action upon the happening of a default under the Lease or the Guarantee Agreement, including without limitation the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of the Lease or the Guarantee Agreement or by law, and (vii) the right to do all other things which the Assignor or any lessor is or may become entitled to do under the Lease or the Guarantee Agreement. Notwithstanding any other provision of this Agreement, any insurance proceeds or condemnation awards received by the Trustees shall be made available to the Lessee as and to the extent required by the terms of the Lease.

2. This Agreement has been entered into as collateral security, and the execution and delivery hereof shall not in any way impair or diminish the obligations of the Assignor or the Lessee under the Lease or of the Company under the Guarantee Agreement nor shall any of the obligations of the Assignor contained in the Lease be thereby imposed upon the Trustees. Upon the payment of the principal of and premium, if any, and all accrued and unpaid interest on the Notes (and

upon the payment of all other sums payable on the Notes and under the Indenture and the performance and observance of the provisions hereof and thereof), this Agreement and all rights herein assigned to the Trustees shall cease and terminate, all the estate, right, title and interest of the Assignor in and to the property assigned by this Agreement (herein called the "Assigned Property") shall revert to the Assignor, and the Trustees shall, at the request of the Assignor, deliver to the Assignor an instrument in recordable form cancelling this Agreement and reassigning to the Assignor the Assigned Property.

3. The Assignor hereby irrevocably designates the Trustees to receive copies of all notices, undertakings, demands, statements, documents and other communications which the Lessee is required or permitted to give, make, deliver to or serve upon the lessor under the Lease, and the Assignor hereby irrevocably directs the Lessee to deliver to the Trustee, at its address set forth above or at such other address as the Trustee shall designate, duplicate original copies of all such notices, undertakings, demands, statements, documents and other communications, with which direction the Lessee hereby undertakes to comply.

4. The Assignor and the Lessee represent to the Trustees that the Lease and the Guarantee Agreement are in full effect and that no default under either such instrument has occurred and is continuing. The Assignor represents to the Trustees that the Assignor has not executed any other assignment of the Assigned Property except pursuant to the Indenture.

5. The Assignor agrees that the assignment made by this Agreement and the designation and direction to the Lessee hereinabove set forth are irrevocable, and that it will not, while this Agreement is in effect or thereafter until the Lessee and the Company have received notice from the Trustees of the termination of this Agreement, take any action as lessor under the Lease or under the Guarantee Agreement or otherwise which is inconsistent with the provisons of this Agreement or make any other assignment, designation or direction inconsistent herewith, and that any assignment, designation or direction inconsistent

herewith shall be void. The Assignor will, from time to time, upon the request of the Trustees, execute all instruments of further assurance and all such supplemental instruments as the Trustees may specify in such request.

6. The Lessee consents to the provisions of this Agreement, and agrees to pay and deliver to the Trustees all basic rent, rents and other sums assigned to the Trustees under this Agreement, without offset, counterclaim, deduction, suspension, abatement, deferment or diminution in accordance with, and subject to, all other terms and provisions of the Lease and will not, for any reason, seek to recover from the Trustees any moneys paid to the Trustees or either of them by virtue of this Agreement. No such payment or delivery made by the Lessee shall be of any force or effect unless and until made to the Trustees as provided above. The Lessee further agrees to make payments to or on behalf of Assignor in an amount which at the time of each such payment will enable the Assignor to pay and discharge all of its obligations (other than the Notes), liabilities, costs and expenses of any nature (including but not limited to: (i) operating costs; (ii) administrative and overhead costs; (iii) payment of interest, principal and premium of all indebtedness (other than the Notes); (iv) Federal, State and local taxes (including income taxes); (v) its obligations under Sections 10, 11 and 12 of the Note Purchase Agreements dated as of November 23, 1970 between the Assignor and certain institutional investors; and (vi) all other obligations, liabilities, damage and expenses). The Lessee agrees to deliver to the Assignor and the Trustees original or conformed copies of all notices and other instruments which it may be or is required to deliver pursuant to the Lease.

7. The Lessee shall not, without the prior written consent of holders of not less than 66⅔% in aggregate principal amount of the Notes then outstanding (as defined in the Indenture):

(a) pay any dividends or make any distribution on or redeem or otherwise acquire for value any of its capital stock, or guarantee or otherwise become liable on or in connection with the stock or obligations of any person except as otherwise expressly provided in the Lease;

(b) make, or permit to remain outstanding, any loan or advance to, or own or acquire any stock or securities of, any person, except that the Lessee may make and permit to be outstanding any advance required to be made by it pursuant to any provision of this Agreement or the Lease and may own or acquire obligations of the United States government;

(c) issue, or authorize the issuance of, any additional shares of its capital stock or, directly or indirectly, reclassify any of its capital stock issued and outstanding on the date of the execution and delivery of this Agreement;

(d) create, assume or suffer to exist, directly or indirectly, any mortgage, lien, encumbrance, pledge, charge or other exception to title upon or against any of its properties or assets, except as expressly permitted by the Lease, and except Permitted Liens as defined in Paragraph 4 of the Lease;

(e) create, incur, assume or suffer to exist any debt except as otherwise provided for in or permitted by the Lease with respect to the Notes, and, if the assumption by the Lessee of the obligations of Properties under the Indenture pursuant to Paragraph 18(b) of the Lease shall become effective, except debt of the kinds described in Section 906(f) of the Indenture;

(f) consolidate with or merge into, or transfer all or substantially all of its assets to any other corporation, or permit any corporation to merge into it, except as permitted by and in the manner provided in Sections 805 and 906(g) of the Indenture with respect to Properties;

(g) except as provided in clause (h) of this Section 7 sell, lease, transfer, convey, assign or otherwise dispose of or encumber its interest in all or any part of the Leased Premises (or, if the Lease shall have been terminated pursuant to Paragraph 18 thereof, such property as constituted the Leased Premises immediately prior to such termination), except as provided in the Lease or as provided in the Indenture with respect to Properties; or

(h) enter into or become a party to any agreement to rent or lease any real or personal property, as lessor or lessee, other than the Lease or as contemplated by the Lease or, if the assumption by the Lessee of the obligations of Properties by the Lessee pursuant to Paragraph 18(b) of the Lease shall become effective, a lease and

agreement to the Company upon substantially similar terms as contained in the Lease.

8. The Assignor and the Lessee each agrees that it will not enter into any agreement subordinating, amending, modifying or terminating the Lease or the Guarantee Agreement, except as provided in Article XIV of the Indenture, and that any attempted subordination, amendment, modification or termination of the Lease, or the Guarantee Agreement, contrary to such Article XIV, shall be void. In the event that the Lease or the Guarantee Agreement shall be amended as herein permitted, the Lease or the Guarantee Agreement, as so amended, shall continue to be subject to the provisions of this Agreement without the necessity of any further act by any of the parties hereto. The Lessee hereby covenants and agrees that it will remain obligated under the Lease in accordance with its terms, and that it will not (except as expressly permitted by the Lease), take any action to terminate, rescind or avoid the Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting the Assignor or any assignee of the Assignor, and notwithstanding any action with respect to the Lease which may be taken by any assignee or receiver of the Assignor or of any such assignee or by any court in any such proceeding.

9. The Assignor and the Lessee agree with each other and with the Trustees that if, pursuant to the Lease, the Lessee shall elect or become obligated to purchase or the Assignor shall become obligated to convey any one or more of the Leased Parcels, or any portion thereof, pursuant to any provision of the Lease, the Lessee will accept (and the Assignor will be bound by) such deed and other instruments conveying and transferring such Leased Parcels, or such portion thereof, as may be executed and delivered by the Trustees or either of them as being in compliance with the provisions of the Lease, provided, that said deed and other instruments shall otherwise be in compliance with the provisions of the Lease. The Lessee agrees that, if it should become necessary for the Trustees or either of them or any other party to institute any foreclosure or other judicial proceeding in order that

title to the Leased Premises or any part thereof may be conveyed to the Lessee, the time within which delivery of a deed or other instruments relating to the Leased Premises or any part thereof may be made shall be extended to the extent necessary to permit the Trustees or either of them or such other party to institute and conclude such foreclosure or other judicial proceeding, and the Lessee and the Assignor agree that the Lease shall not terminate, but shall continue in full effect until the expiration of such period of extension.

10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

11. This Agreement is being executed and delivered in the State of New York. It shall be governed in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State of New York.

In Witness Whereof, the Assignor, the Lessee and the Trustee have caused this Agreement to be executed and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized and the Individual Trustee has hereunto set his hand and seal.

[CORPORATE SEAL]

Delaware Western Properties, Inc.,
Assignor

By _____
President

Attest:

_____
Secretary

9

COMAP, INC.,
Lessee

[CORPORATE SEAL]

By _____
Vice *President*

Attest:

_____
Assistant *Secretary*

Accepted and agreed to, as of the
30th day of November, 1970.

BANKERS TRUST COMPANY,
as Trustee

By _____
Assistant Vice-President

[CORPORATE SEAL]

Attest:

_____
Assistant Secretary

_____
R. I. LANDAU, *as Trustee*

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

Subscribers:

Name: Vance Van Dine
Corporate office: President
Home residence: 1165 Park Avenue, New York, N. Y.

Name: Robert F. Greenhill
Corporate office: Secretary
Home residence: Rockwood Lane Spur, Greenwich, Conn.

Corporation: Delaware Western Properties, Inc.
State of incorporation: Delaware

Date of Instrument: November 30, 1970

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared the Subscribers, to me personally well known and well known to me to hold the respective corporate offices indicated above in the Corporation named above which is one of the corporations named in and executing the within instrument bearing the date set forth above, which instrument was produced to me in the County and State aforesaid, by the Subscribers who are known to me to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its above indicated corporate officers, respectively, who, by me being duly sworn, did severally depose, say and acknowledge, on their several oaths, in my County and State aforesaid, that they respectively reside at the above-stated addresses, that they are respectively the above-stated corporate officers of said Corporation and that said Corporation executed the said instrument; that they know the seal of said Corporation; that the seal affixed to said instrument is the corporate seal of said Corporation; that they, being informed of the contents of the said instrument, signed, and sealed said instrument as such officers and that they executed the same in the name and on

behalf of said Corporation by order, authority and resolution of its Board of Directors and that they signed their names as such officers thereto by like order; that their signatures are in their own proper handwriting; that they executed said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said Corporation for the consideration, uses and purposes therein set forth and expressed and that they delivered the same as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on this 30th day of November, 1970.

John F. Cassidy

Notary Public in and for said County and State.

My commission expires

JOHN F. CASSIDY
NOTARY PUBLIC, State of New York
No. 24-9820025
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1972

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

Subscribers:

Name: M. C. Mays
Corporate office: Vice President
Home residence: 8 Hemlock St., Waldwick, N. J.

Name: Daniel Ashley Jenks
Corporate office: Assistant Secretary
Home residence: 415 Central Park West, New York, N. Y.

Corporation: COMAP, Inc.

State of incorporation: Delaware

Date of instrument: November 30, 1970

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared the Subscribers, to me personally well known and well known to me to hold the respective corporate offices indicated above in the Corporation named above which is one of the corporations named in and executing the within instrument bearing the date set forth above, which instrument was produced to me in the County and State aforesaid, by the Subscribers who are known to me to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its above indicated corporate officers, respectively, who, by me being duly sworn, did severally depose, say and acknowledge, on their several oaths, in my County and State aforesaid, that they respectively reside at the above-stated addresses, that they are respectively the above-stated corporate officers of said Corporation and that said Corporation executed the said instrument; that they know the seal of said Corporation; that the seal affixed to said instrument is the corporate seal of said Corporation; that they, being informed of the contents of the said instrument, signed, and sealed said instrument as such officers and that they executed the same in the name and on behalf of said Corporation

by order, authority and resolution of its Board of Directors and that they signed their names as such officers thereto by like order; that their signatures are in their own proper handwriting; that they executed said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said Corporation for the consideration, uses and purposes therein set forth and expressed and that they delivered the same as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on this 30th day of November, 1970.

John F. Cassidy

Notary Public in and for said County and State.

My commission expires

JOHN F. CASSIDY
NOTARY PUBLIC, State of New York
No. 24-9320025
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1972

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

Subscribers:

Name: S. Burg
Corporate office: Assistant Vice President
Home residence: 2347 Tiebout Avenue, The Bronx, New York

Name: T. J. Moskie
Corporate office: Assistant Secretary
Home residence: 28 Nash Court, Staten Island, New York

Corporation: Bankers Trust Company
State of incorporation: New York

Date of instrument: November 30, 1970

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared the Subscribers, to me personally well known and well known to me to hold the respective corporate offices indicated above in the Corporation named above which is one of the corporations named in and executing the within instrument bearing the date set forth above, which instrument was produced to me in the County and State aforesaid, by the Subscribers who are known to me to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its above indicated corporate officers, respectively, who, by me being duly sworn, did severally depose, say and acknowledge, on their several oaths, in my County and State aforesaid, that they respectively reside at the above-stated addresses, that they are respectively the above-stated corporate officers of said Corporation and that said Corporation executed the said instrument; that they know the seal of said Corporation; that the seal affixed to said instrument is the corporate seal of said Corporation; that they, being informed of the contents of the said instrument, signed, and sealed said instrument as such officers and that they executed the same in the name and on

behalf of said Corporation by order, authority and resolution of its Board of Directors and that they signed their names as such officers thereto by like order; that their signatures are in their own proper handwriting; that they executed said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said Corporation for the consideration, uses and purposes therein set forth and expressed and that they delivered the same as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on this 30th day of NOVEMBER, 1970.

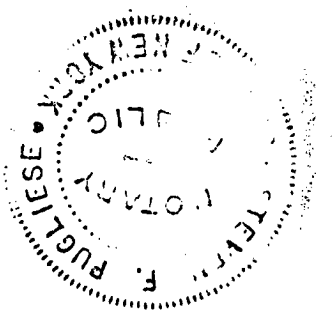
Steven F. Pugliese

Notary Public in and for said County and State.

My commission expires

_____

STEVEN F. PUGLIESE
Notary Public, State of New York
No. 03-8453960
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1972



STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared R. I. LANDAU to me personally well known and well known to me to be the person described in and who executed the foregoing instrument dated as of November 30, 1970, which instrument was produced by him to me in the County and State aforesaid, who, by me being duly sworn, did depose, say and acknowledge, on his oath, in my County and State aforesaid, that he resides at 83 Somerset Road, New Rochelle, New York 10804, that his signature is in his own proper handwriting, that he executed said instrument as his free and voluntary act and deed for the consideration, uses and purposes therein set forth and expressed and that he delivered the same as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on this 30th day of NOVEMBER, 1970

Steven F. Pugliese

Notary Public in and for said County and State.

STEVEN F. PUGLIESE
Notary Public, State of New York
No. 03-8453960
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1972

My commission expires

STEVEN F. PUGLIESE NOTARY PUBLIC STATE OF NEW YORK

EXHIBIT "A"

IOWA

Madison County

Winterset Service Station No. 1

Lot Four (4), in Block Thirty (30), in the Original Town of Winterset, Madison County, Iowa.

This Exhibit "A" is attached to the foregoing Assignment to incorporate a legal description of the lands lying in the particular state and county in which the foregoing Assignment is being or is to be recorded.