



ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

FOR VALUE RECEIVED, undersigned (which term means each of the undersigned jointly and severally) present owners of the premises described in Schedule "A" annexed hereto (herein called "Premises") hereby assign, transfer and set over unto THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, a banking and trust company existing under the laws of Pennsylvania, its successors or assigns, and THE WESTERN SAVING FUND SOCIETY OF PHILADELPHIA, a mutual savings bank existing under the laws of Pennsylvania, its successors and assigns (herein called "Banks"), jointly, all right, title and interest of undersigned in and to the following described lease and all extensions and renewals thereof and substitutions therefor:

Improvement Lease Agreement dated July 20
19 60 between undersigned as lessor and The Atlantic
Refining Company as Lessee

for an original term of 20 years beginning
February 1 19 61 covering the Premises:

(herein called the "Lease") including all rentals and other monies due and to become due thereunder, with full power in Banks to exercise all rights and remedies given to undersigned as Lessor of the Lease any and all of which rights and remedies may be exercised by Banks in their own names or in the name of the undersigned.

THIS ASSIGNMENT SECURES indebtedness of undersigned to Banks. Such indebtedness includes the obligation of undersigned to pay (a) undersigned's promissory note payable to The First Pennsylvania Banking and Trust Company dated February 1 19 61 in the sum of \$ 15,300.00 with interest, payable in installments as therein set forth, which note and any extensions or renewals thereof or substitutions therefor is herein called the "Note"; (b) undersigned's Note and First Deed of Trust or Bond and First Mortgage in favor of The Western Saving Fund Society of Philadelphia dated August 5 19 60 in the sum of \$ 30,700.00 with interest payable in installments as therein set forth (herein called the "Bond"); (c) all other indebtedness and liabilities of undersigned to Banks, now existing or hereafter incurred, joint or several, matured or unmatured, direct or contingent, and any renewals and extensions thereof and substitutions therefor; (d) all future advances by Banks for taxes, levies, insurance and repairs to and maintenance of Collateral for all indebtedness and liabilities hereby secured; (e) all costs and expenses incurred by Banks in the collection and enforcement of the Note and Bond and all other indebtedness and liabilities hereby secured; and (f) interest on all of the foregoing.

To induce Banks to accept this assignment and to give value therefor:

1. Undersigned agree to faithfully abide by, perform and discharge each and every obligation, covenant and agreement in the Lease which the Lessor is required to perform; to promptly give Banks an accurate and complete copy of any notice in respect of the Lease which the undersigned receive from the Lessee; at the sole cost and expense of undersigned, to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Lease which the Lessee is required to perform thereunder; not to modify or in any way alter the terms of the lease; not to terminate the term of the Lease and not to accept a surrender thereof unless required to do so by the terms of the Lease; not to anticipate the rental thereunder, or to waive, excuse, condone or in

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