

appurtenanting or belonging thereto, unto each respective trustee above named and to his successor or successors or substitute hereunder forever; and Grantor hereby binds and obligates itself, and Grantor's successors and assigns, to warrant and forever defend, all and singular, the above described properties and interests unto each respective trustee above named and to his successor or successors or substitute hereunder forever, against the lawful claims of any and all persons whomsoever claiming, or to claim the same, or any part thereof, by, through or under Grantor.

INDEBTEDNESS SECURED:

This conveyance is made in trust, however, to secure the payment of a promissory note (substantially in the form attached hereto as Exhibit B) of even date herewith executed by the Grantor, as Maker, to Morgan Guaranty Trust Company of New York, for the principal sum of \$10,000,000 payable at the office of Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, New York (the "Note"). The Note bears interest at the rate per annum provided therein, which interest is payable monthly on the 15th day of each month, beginning on the 15th day of February, 1970. The principal of the Note is payable on demand and is to be reduced by payments received by the payee under the Production Payment assigned and transferred in this instrument. Reference is hereby made to the Note for all of its terms and provisions.

If the Grantor shall pay and discharge, according to the tenor and effect thereof, the Note together with any and all renewals and extensions thereof, and if any and