

CONSENT

TO THE ASSIGNEE NAMED IN THE FOREGOING INSTRUMENT:

The undersigned, the lessee named in the Lease referred to in the foregoing Assignment to Bankers Trust Company (herein called the "Trustee"), as Trustee under an Indenture dated as of August 1, 1961, as supplemented and amended, between Stafac Inc., a Delaware corporation, and the Trustee, hereby acknowledges receipt of a copy of said Assignment and agrees and consents (a) that all rent and other moneys assigned to the Trustee and becoming due under said Lease will be paid to the Trustee and the undersigned shall make no claim of any right of offset, credit, counterclaim or other deduction therefrom; (b) that any notice given to said lessee by the Trustee shall have the same force and effect as a notice given by the Lessor named in said Lease; (c) that the Trustee shall not by reason of the foregoing Assignment be subject to any liability or obligation under said Lease; (d) that said Lease shall not be changed or amended without the consent of the Trustee; (e) that any consent provided in said Lease which may be given by said Lessor shall not be valid unless approved by the Trustee; and (f) to all of the terms and conditions of said Assignment.

This Consent shall inure to the benefit of and be binding upon the successors and assigns of the undersigned and the Trustee.

Dated as of December 21, 1965.

WITNESSES:

SHELL OIL COMPANY

Lessee

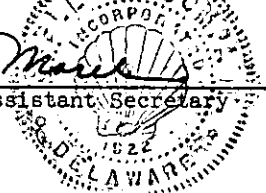
H. G. Burkholder  
H. G. BURKHOLDER

By C. Venarde  
C. Venarde, Manager  
Real Estate and Development Department

R. M. Hatfield  
R. M. HATFIELD

ATTEST:

P. J. Morel  
P. J. MOREL, Assistant Secretary



(Continued on next page)