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CONSENT

TO THE ASSIGNEE NAMED IN THE FOREGOING ASSIGNMENT:

The undersigned, the Lessee named in the Lease referred to in the foregoing Assignment to Manufacturers Hanover Trust Company (herein called the "Trustee"), as trustee under an indenture dated as of December 30, 1960 between Leased Stations, 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 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 15, 1961.

TEXACO INC.
Lessee

By **S. T. CROSSLAND**
Vice President

Attest:

[CORPORATE SEAL]

E. W. QUINN
Assistant Secretary

Witness:

G. W. OBTON
EDWARD H. SCHLAUDT

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