

WHEREAS, a copy of the said Sublease has been exhibited to the Owner and the Owner is willing to consent to said Sublease, and to approve the terms, covenants and conditions thereof, and the Owner, Lessee and HESS are willing to agree that the Sublease shall remain in effect in the event the Overlease expires or comes to an end.

NOW, THEREFORE, in consideration of the premises and in order to induce Hess to enter into the Sublease, the parties hereto mutually covenant and agree as follows:

1. The Owner hereby consents to the execution and delivery of the Sublease by and between the Lessee and Hess.
2. The Owner agrees with the Lessee and Hess that no act which Hess or Lessee is required or permitted to do under the terms of the Sublease, and no failure by Hess or Lessee to perform an act which act, if performed, would be a breach of the Sublease, shall constitute a default under the Overlease.
3. The Lessee and Hess agree with the Owner that they will perform and comply with all the terms, covenants and conditions of the Sublease which are binding upon them respectively. Lessee agrees with Hess and Owner that Lessee will perform and comply with all the terms, covenants and conditions of the Overlease which are binding upon Lessee. At the request of Hess, the Owner shall advise Hess in writing from time to time prior to the commencement of the term of the Sublease, whether the Overlease continues to be in full force and effect and whether any default by the Lessee has occurred thereunder.
4. The Owner and Lessee agree with Hess that in the event that, for any reason whatsoever, the Overlease expires or comes to an end during the term of the Sublease, (a) the Sublease shall remain in full force and effect, in accordance with its terms, as a direct lease with the Owner, as Landlord, (b) the Owner shall give Lessee and Hess prompt notice in writing of such event (together with essential details

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