

523
BOOK 147 PAGE 73
BOOK 220 PAGE 450

II. The Loan Agreement and all documents referred to therein or delivered pursuant thereto (including, but not limited to, the 1976 Note) are hereby amended: (1) to include reference therein to this Amendment and to the terms hereof; and (ii) to provide that, to the extent the Loan Agreement or any document referred to therein or delivered pursuant thereto is inconsistent or in conflict with the terms of Sections 3.5 and 3.14 of the Assignment, as set forth herein, the terms of Sections 3.5 and 3.14 of the Assignment, as set forth herein, shall prevail.

The Assignment, as amended by this Amendment is ratified and confirmed by the Company.

IN WITNESS WHEREOF, Tennessee Production Company in evidence of its ratification and confirmation of the Assignment, as amended and ratified by this Amendment, and in acceptance of this Amendment, has caused this Amendment to be executed on its behalf by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries; The Northwestern Mutual Life Insurance Company in evidence of its acceptance of this Amendment has caused this Amendment to be executed on its behalf by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries; Harris Trust and Savings Bank in evidence of the payment in full of the 1967 Note and all other indebtedness secured by the Assignment and due Harris Trust and Savings Bank in its individual, but not its fiduciary capacity, and in evidence of its acceptance of the trusts created by the Assignment, as amended and ratified by this Amendment, has caused this Amendment to be executed on its behalf by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries; and G. N. Askew in evidence of his acceptance of the trusts created by the Assignment, as amended and ratified by this Amendment has affixed his hand and seal hereto, all as of the day and year first above written.

Signed, sealed and delivered by Tennessee Production Company in the presence of:

TENNESSEE PRODUCTION COMPANY

By [Signature]
Its Vice President

[Signature]
Witness

ATTEST:

[Signature]
Witness

[Signature]
Assistant Secretary

[Signature]
Notary Public in and for Harris County, Texas

ELOIS B. WEATHERALL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1962

(CONTINUED ON NEXT PAGE)