

CONSENT AND AGREEMENT

The undersigned, the Lessee named in the Lease referred to in the foregoing Assignment and Mortgage (the "Assignment"), concurrently with the execution of said Lease and Assignment, and as an additional consideration for the execution of said Lease, hereby acknowledges receipt of a copy of said Assignment and consents to the execution thereof and agrees that:

(1) It will pay to the Trustees all rentals and other moneys due and to become due or arising out of the above-mentioned Lease, subject, however, to the provisions of Section 21(a) of the Assignment;

(2) Said Trustee shall be entitled to receive, and to enforce, performance of all the covenants to be performed by the Lessee under said Lease as though said Trustee were named therein as the promisee thereof;

(3) The obligation of the undersigned to pay the rentals and other moneys due or to become due under or arising out of said Lease or otherwise in respect of the Properties thereunder to the Trustees shall be deemed to be a separate, absolute, unconditional covenant and shall not be subject to any statement, defense, offset or counterclaim which the undersigned might at any time have against said Tennessee Production Company or against the Trustees or the holder of any Note issued under the Loan Agreement referred to in the foregoing Assignment, and the assignment thereof to said Trustee shall be final, and the undersigned will not seek to recover from said Trustee for any reason or any time any such rents or other moneys paid by the undersigned to said Trustee;

(4) Said Trustee shall not, by virtue of the foregoing Assignment or this Consent and Agreement, be or become subject to any liability or obligation under said Lease or otherwise; and

(5) Said Lease shall not, without the consent of said Trustee, be terminated, modified or amended nor will any action be taken or omitted by the undersigned, the taking or omission of which might result in an abatement or impairment, of said Lease or of said Assignment or this Consent and Agreement or of any rights created by said instruments.

The foregoing Consent and Agreement shall remain binding upon the undersigned until receipt of written notice from said Trustee that the foregoing Assignment has been released and terminated. If Witness WITNESS, this instrument has been signed, sealed and delivered by TENNESCO OIL COMPANY, as of October 1, 1961.

TENNESCO OIL COMPANY
By: *Leo L. Leabo*
Vice President

ATTEST:
D. L. Peters
Assistant Secretary

Signed, sealed and delivered by TENNESCO OIL COMPANY in the presence of:

W. S. G. Smith
Shirley B. Metz
(Witness)
Notary Public in and for
Harris County, Texas

SHIRLEY B. METZ
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1963

THE STATE OF TEXAS }
COUNTY OF HARRIS } SS.

I, Shirley B. Metz, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this day:

(Alabama)

Leo L. Leabo, whose name as Vice President of Tennessee Oil Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, on this day that, being informed of the contents of the instrument by, as said officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Florida)

Before me, the undersigned authority, this day personally appeared Leo L. Leabo and D. L. Peters, the Vice President and Assistant Secretary, respectively, of Tennessee Oil Company, a Delaware corporation, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the same instrument is the act and deed of said corporation.

(Georgia and Louisiana)

Before me, the undersigned officer, personally appeared Leo L. Leabo, who acknowledged himself to be the Vice President of Tennessee Oil Company, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

(Mississippi)

Personally appeared before me, the undersigned notary public in and for the jurisdiction aforesaid, Leo L. Leabo, who acknowledged that as Vice President of Tennessee Oil Company, a Delaware corporation, he signed, affixed the corporate seal to, and delivered the above and foregoing instrument of writing on the day and year therein mentioned for and on behalf and as the act and deed of said corporation, having been first duly authorized so to do.

(South Carolina)

Personally appeared before me the first-named witness above, who, being duly sworn, says that he saw the corporate seal of Tennessee Oil Company affixed to the foregoing instrument and that he also saw Leo L. Leabo, Vice President, and D. L. Peters, Assistant Secretary of said Tennessee Oil Company, sign and affix the same, and that he, with the second-named witness above witnessed the execution and delivery thereof as the act and deed of said Tennessee Oil Company.

(Tennessee)

Before me, a notary public of the state and county aforesaid, personally appeared Leo L. Leabo, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of Tennessee Oil Company, the within named burgess, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.