

was intended by Lessor and Lessee to cover all land and interest in land owned by Lessor as hereinafter described; and, Whereas, since the execution of said lease it has been discovered that such description as contained in said lease does not perfectly and adequately describe the property leased and intended by Lessor and Lessee to be leased thereby, and it is the desire of Lessor and Shell Oil Company, Incorporated to amend and correct such description so as to correctly show the land and interest in land intended by the parties to be leased thereby.

Now, Therefore, for and in consideration of the sum of One Dollar (\$ 1.00) to us in hand paid, the receipt of which is hereby fully acknowledged and confessed, and the further consideration of the obligations and agreements in such lease contained, Earl Hollan and wife, Margaret Hollan, present fee owners, Lessors, for the purposes above set forth, hereby acknowledge and agree that such lease covers and was intended to cover the following described land, to-wit: All that certain tract or parcel of land situated in DeWitt County, Texas, a part of the Charles P. Delmas 1/3 League and more particularly described by metes and bounds, as follows, to-wit: BEGINNING at a 2" iron pipe, such point being the West corner of the tract here described and also an "inside" corner of the old Roy Hollan 194 acre tract, and being South 43 deg. 35' West 18.0 varas from the South corner of a 176 acre tract of land now owned by Mrs. Lue Goode and her children; Thence North 43 deg. 35' East at 18.0 varas passing said Goode's corner, and continuing on a total distance of 347.2 varas along and with the fence dividing this tract and the Lue Goode et al 176 acre tract, to a 2" iron pipe, it being the North corner of this tract and also the West corner of a 175.4 acre tract owned by D.G. McManus; Thence South 43 deg. 07' East 830.2 varas with and along the fence line separating this tract and the D.G. McManus 175.4 acre tract to a fence corner; Thence South 45 deg. 53' West 366.2 varas with and along a fence separating this tract and the D.G. McManus 175.4 acre tract to the intersection of the fence line dividing this tract from the Edwin Steinmann 173 acre tract; Thence with said fence line following its meanders, as follows: North 46 deg. 54' West 81.0 varas; North 25 deg. 57' West 83.8 varas; North 42 deg. 53' West 351.4 varas to a fence corner; such corner being the East corner of the above mentioned Roy Hollan 194 acre tract, and also the North corner of the Edwin Steinmann 173 acre tract; Thence North 43 deg. 21' West along the fence line separating this tract and the 194 acre Roy Hollan tract 304.3 varas to the place of beginning, and containing 51.5 acres of land, more or less.

And the description contained in such lease is hereby amended and corrected as above in order to show the true agreement of the parties. And Lessors do hereby ratify, adopt and confirm said lease and extend the same to cover the land as herein correctly described, the same as though such description had been originally written therein, and do grant, lease and let exclusively unto Shell Oil Company, Incorporated, its successors or assigns, such immediately above described land for the purposes and upon the terms, conditions, provisions and agreements in such lease contained and to which reference is here made therefor, it not being intended hereby, however, to supersede or novate in any way such lease as to the land leased therein and intended to be leased therein, and such lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date of its execution.

Witness our hands, this 13th day of September, A.D. 1939.

Earl B. Hollan.  
Margaret Hollan. Lessors.  
Shell Oil Company, Incorporated.  
By B.S. Long, Agent. Lessee.

The State of Texas      0  
County of Victoria      0 Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Earl B. Hollan, and Margaret Hollan, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife, having been examined by me privily and apart from her husband, and having had said instrument fully explained to her, she, the said wife, acknowledged the same to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 13th day of September, A.D. 1939.

Seal. John S. Hadley, Notary Public, in and for  
Victoria County, Texas.  
I hereby certify that the foregoing instrument was filed for record on the 7th day of Oct. 1939 at 8:00 o'clock A.M. and recorded on the 10th day of Oct. 1939 at 5:00 o'clock P.M.

Seal. Henry J. Koenig  
County Clerk, DeWitt County, Texas.  
By J. B. Bridges Deputy

E.W. Ames

Royalty Contract to

The State of Texas  
County of Bexar

Kenneth Dale Owen

KNOW ALL MEN BY THESE PRESENTS:

That I, E.W. Ames of said County and State, hereinafter called Grantor (whether one or more in consideration of the sum of Ten Dollars (\$ 10.00) to Grantor cash in hand paid by Kenneth Dale Owen hereinafter called Grantee (whether one or more) the receipt of which is hereby acknowledged have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto said Grantee, an undivided one-two hundred and fifty sixths (being 1/32nd of the 1/8th) interest in and to all of the oil, gas and other minerals in and under the following described tract of land, situated in DeWitt County, Texas, to-wit:

One hundred thirty four and one-half (134½) acres more or less of land in the James Duff Survey, being some land acquired by grantors by deed dated January 19th, 1905 from Jacob Duge and recorded in the Deed Records of DeWitt County in Volume 56, page 153, to which deed reference is hereby made for a full description and field notes, together with the rights of ingress and egress at all times for the purposes of taking said minerals.

It is distinctly understood and herein stipulated that said land is under an Oil and Gas Lease made by Grantor providing for a royalty of 1/8th of the oil and certain royalties or rentals for gas and other minerals, and that Grantee herein shall receive one-thirty second of the royalty and rentals provided for in said lease; but he shall have no part of the annual rentals paid to keep said lease in force until drilling is begun.

It is further agreed that Grantee shall have no interest in any bonus money received by the Grantor in any future lease or leases given on said land, and that it shall not be necessary for the Grantee to join in any such lease or leases so made; That Grantee shall receive under such lease or leases 1/256th part of all oil, gas and other minerals taken and saved under any such lease or leases, and he shall receive the same out of the royalty provided for in such lease or leases, but Grantee shall have no part in the annual rentals paid to keep such lease or leases in force until drilling is begun.

It is further agreed and herein stipulated that in case there is no paying production