

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 11th. day of June A.D. 1933.

(SEAL)

Ferd Lacy,

Notary Public in and for Lavaca County, Texas.

Filed for Record July 18, 1933, at 1 O'clock P.M. Recorded July 20, 1933, at 10-25 O'clock A.M.

J.F. Bozka, Clerk,

County Court, Lavaca County, Texas.

BY J. F. Bozka Deputy.

E. M. WILLIAMS... J. F. Bozka... 0 - - - - - 0

TO..OIL, GAS & MINERAL LEASE..)

OIL, GAS AND MINERAL LEASE

SHELL PETROLEUM CORP.....)

AGREEMENT made and entered into the 13th day of June, 1933

by and between E. M. Williams and wife Mattie Williams; W. A. Garrett and wife, Dora V. Garrett; Anna Carroll and husband Will Carroll, A. K. Williams and wife, Virgie Williams, Mary Hickey and husband, H. S. Hickey, whose Post Office Address is /Route #3, Yoakum, Texas, hereinafter called Lessor (whether one or more) and Shell Petroleum Corporation, hereinafter called lessee:

1. WITNESSETH: That the said lessor, for and in consideration of One Hundred One and 13/100 Dollars cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, lease and let unto the said lessee for the purpose and with the exclusive right to exploring, drilling, mining and operating for, producing, and owning oil, gas, sulphur and all other minerals and of laying pipe lines and of building tanks, telephone lines, power stations and other structures thereon to produce, save treat and take care of said products, and housing its employes, all that certain tract of land situated in the County of Lavaca, State of Texas, described as follows, to-wit:

Being two hundred two and one quarter acres (202 $\frac{1}{4}$ ac) of land out of and a part of the J. P. Lynch Survey; Wm. Mimms Survey and E. Williams Survey. Said land is bounded on the northwest by the Perry Jackson and I. Jackson land on the northeast, by the Wm. Loos, Kirby Cook and P. Goodson lands; on the south east by the Ethel Williams land; and on the southwest by the W. T. Browning et al and Perry Jackson lands.

2. For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 202 $\frac{1}{4}$ acres, even though it actually comprises more or less, but it is lessor's intention to lease and he does lease hereby, in addition to the land above described all of the land and interests in land owned by lessor in said sections, grants, leagues and surveys as shown by the records of said County or Parish and all other land and interests in land owned by lessor in said sections, grants, leagues and surveys and adjoining sections, grants, leagues, and surveys and lessor expressly agrees to deliver to lessee any supplemental instrument deemed necessary or requested by lessee for more complete or accurate description of said land and interests.

3. It is agreed that this lease shall remain in force for a term of ten (10) years from this date, said term being hereinafter called "Primary Term" and as long thereafter as either oil gas, sulphur or any other mineral is produced from said land by lessee.

4. In consideration of the premises, lessee covenants and agrees:

(A) To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect its or his wells, the equal one-eighth part of all oil produced and saved by lessee from the leased premises, or from time to time, at the option of lessee, to pay lessor the average of the posted market price of such one-eighth part of such oil as of the day it is run to the pipe line or storage tanks.

(B) To pay lessor, as royalty for gas from each well where gas only is found, while the same is being sold or used off the premises, one-eighth of the market price at the wells of the amount so sold or used, and where such gas is not so sold or used lessee shall pay to lessor \$50.00 per annum as royalty from each of such wells and while such royalty is so paid such well