

Given under my hand and seal of office this the 12TH day of July A. D. 1955_

(SEAL)

H F Strehl
Notary Public in and for Alameda County
California
My Commission Expires February 10, 1959

Filed for Record August 5, 1955 at 8:00 o'clock A. M. Recorded August 5, 1955 at 9:20 o'clock
A. M.

Charles Strauss CLERK
COUNTY COURT, LAVACA COUNTY, TEXAS

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T-12075

EDWIN STEINMANN ET UX.....)

TO.....RENTAL AGREEMENT.....! STATE OF TEXAS

SHELL OIL COMPANY.....) COUNTIES OF LAVACA AND DE WITT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Edwin Steirman, Erna Steirman, Anna Steinman and Alfreda Steirman, as lessors, executed an oil, gas and mineral lease in favor of Shell Petroleum Corporation, as lessee, dated June 16, 1933, recorded in Volume 8, page 633, of the Oil and Gas Records of DeWitt County, Texas, and in Volume 17, page 97, of the Lease Records of Lavaca County, Texas, covering 600 acres, more or less, in the John Garelli survey of 1/3 League as therein particularly described; and

WHEREAS, Lillian Steinman Linder and Oscar Linder, as lessors, executed an oil, gas and mineral lease in favor of Shell Petroleum Corporation, as lessee, dated September 4, 1935, recorded in Volume 10, page 132, of the Oil and Gas Records of DeWitt County, Texas, and in Volume 23, page 76, of the Lease Records of Lavaca County, Texas, covering the same 600 acres of land; and

WHEREAS, 150 acres of said 600 acres of land has been included in, and is a part of the Brushy Creek Gas Unit, such unit having been initially established by the following instrument:

Gas pooling agreement dated May 25, 1942, entered into between the owners of royalty under several oil, gas and mineral leases and by Shell Oil Company, Incorporated one counterpart of which pooling agreement, executed by D. G. McManus et al, is recorded in Volume 21, at page 194, of the Oil and Gas Records of DeWitt County, Texas, and in Volume 34, at page 489, of the Lease Records of Lavaca County, Texas;

and has been modified from time to time, the last modification being a reduction of said unit dated June 28, 1951, recorded in Volume 40, page 142, of the Oil and Gas Records of DeWitt County, Texas, and in Volume 70, page 75, of the Lease Records of Lavaca County, Texas; and

WHEREAS, this agreement pertains to the above described leases to the extent, and only to the extent, that said leases cover the land not included in said Brushy Creek Gas Unit as of the date hereof (for the purposes hereof, it shall be deemed that this agreement pertains to 450 acres of land).

NOW, THEREFORE, in consideration of the covenants herein contained, it is agreed by and between Shell Oil Company, herein called "Shell", the owner of said leases as to said 450 acres of land, and the other party or parties who join herein, herein called "Lessors" (whether one or more), as follows:

1. Upon the execution hereof, Shell shall pay Lessors the sum of \$5.00 per acre for each of the 450 acres covered by the above described leases which are not included in the Brushy Creek Gas Unit. Subject to the provisions of paragraph 2 hereof, on each anniversary of the date hereof Shell shall pay Lessors, as annual rental, the sum of \$5.00 per acre for each of the 450 acres covered by the above described leases which are not a part of the Brushy Creek Gas Unit. Payments under this paragraph shall be made to the Lessors joining herein who would be entitled to receive royalties under said leases and shall be paid to each of Lessors in propor-