

THE STATE OF ~~XXXX~~ Mo.
COUNTY OF ~~XXXX~~ Randolph }

TEXAS SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

French Fowler and Gilbert Fowler

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 15th day of July, A. D. 1936.

Term expires May 12-1939

July 6, A. D. 1936

Notary Public in and for

Anna P. Davis

Randolph

County, Tex. M.

THE STATE OF TEXAS
COUNTY OF }

TEXAS WIFE'S SEPARATE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

wife of known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said wife, acknowledged the same to be her act and deed, and declared that she had willingly executed 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 the day of July, A. D. 1936.

Notary Public in and for

County, Texas.

STATE OF TEXAS,
COUNTY OF }

TEXAS JOINT ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

going inst

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for re-

cord in my office on the 27 day of Jan 1953 at 8 o'clock A.M., and

was this day duly recorded at 2 o'clock P.M., in Vol. 49 Pages 446 et. seq. Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 5 day of Feb. 1953

J. H. McKee
Clerk, County Court, Polk County, Texas

By Mrs. Estelle Mathews Deputy

THE COUN
known for the

STATI
PARIS
persons

me, said authority, and

, competent witnesses, declares and acknowledges that he the identical person who executed the foregoing instrument in writing, that the signature thereon is his own true and genuine signature, and that he executed said instrument of his own free will, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer, and me, said Notary, after reading the whole.

WITNESSES:

Notary Public in and for

Parish, Louisiana.

STATE OF LOUISIANA,
PARISH OF }

LOUISIANA WITNESS ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared

to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows

the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw

sign the same as

voluntary act and deed, and that he, the said witness, at the same time as an attesting witness.

subscribed his name to the

Sworn to and subscribed before me, this day of , 193 }

Notary Public in and for Parish, Louisiana }

(Affiant)

French Fowler et al
FROM
TO
Shell Petroleum Corp.
Dated: 1936
No. Acres:
County, Texas
Parish, La.
Term:
This instrument was filed for record on the 17
day of Jan 1953 at 8 o'clock A.M., and duly recorded
Book: Page:
of Records of this office.

By Nina Mae Baker
County Clerk
or Recorder
Deputy

WHEN RECORDED RETURN TO
SHELL OIL COMPANY, Incorporated

LAND DEPARTMENT

HOUSTON AREA
SHELL BUILDING
HOUSTON, TEXAS

C-88 REVISED

No.

#6965
T-11887
Oil, Gas and Mineral Lease

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into the 20th day of June, 1986, by and between

Mrs. Susan E. Garvin (nee Fowler) a widow

whose post office address is 4829 Ash Lane, Dallas, 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 **Ten and No/100** (\$10.00) 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 of 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 employees, all that certain tract of land situated in the **County** of **Polk**

State of Texas described as follows, to-wit: The North 1060 acres, more or less
part of the P. A. Sublett Survey, Abstract No. 71, Polk County, Texas, and
being that part of said survey allotted to Sarah or Rebecca Kimbrough described
as No. 6 of the Sketch of the P. A. Sublett Survey in judgment confirming
partition and distribution of the Estate of Henry Roberts, deceased, Cause No.
59 County Court of San Augustine County, Texas; said judgment being recorded in
Volume "D", Pages 331-33 Probate Minutes of San Augustine County, Texas and in
Volume 101, Pages 395, et seq. Deed Records of Polk County, Texas.

2. For the purpose of determining the amount of any money payment hereunder, said lease shall be considered to comprise... **1060** acres, even though it actually comprises more or less, but it is Lessor's intention to lease, and Lessor does lease hereby, in addition to the land above described, all of the land and interests in land owned or claimed by Lessor by limitation or otherwise and located in said sections, grants, leagues and surveys, or adjoining sections, grants, leagues or surveys, and Lessor accepts the bonus as a lump sum and agrees to likewise accept the rentals as specified herein as a lump sum as full and complete consideration therefor, and Lessor expressly agrees to deliver to Lessee any supplemental instrument deemed necessary or requested by Lessee for a more complete or accurate description of said land.

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, or drilling operations are prosecuted, as hereinafter provided.

4. In consideration of the premises lessor 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 posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil.

(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 shall be held to be a producing well under paragraph "3" hereof. While gas from any well producing gas only is being used or sold by lessee, lessor may have enough of such gas for all stoves and inside lights in the principal dwelling house on said land by making lessor's own connections with the well at lessor's own risk and expense.

(C) To pay lessor as royalty for gas produced from any oil well and used by lessee for the manufacture of gasoline, one-eighth of the market value of such gas at the wells. If such gas is sold by lessee, then lessee agrees to pay lessor, as royalty, one-eighth of the net proceeds derived from the sale of said casinghead gas at the wells.

(D) To pay lessor Fifty Cents (50c) per long ton (2240 pounds) on all sulphur produced and marketed from the land hereby leased.

(E) To pay lessor on all other minerals mined and marketed by lessee from the leased premises one-tenth either in kind or value at the well or mine at lessee's election.

5.5.10.1 Operation for defining a set of new vehicle models not yet registered in the system at the time of the test

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commences the lessee may commence operations for ownership of rents which may be paid hereunder, the sum of [REDACTED] months, which shall operate as rental and cover the privilege of deriving commencement or operations for the drilling of a well or excavating a mine for twelve (12) months, from said date, in like manner and upon like payments or demands the commencement of such operations may be further deferred for like period or the same number of months thereafter. And it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the lessor when said first rental is payable as aforesaid but also lessor's option of extending that period as aforesaid and all and all other rights contained.

6. If at any rental date there be neither operations in progress nor the drilling of a well or excavating a mine on said land, nor production therefrom, because of voluntary shutdown or for any other reason, this lease shall commence, unless lessor or operator of mines and wells shall make arrangements for the payment of rents in months per annum, in event of such shutdown or non-operation, within a period of thirty (30) days prior to any rental date or if production ceases within such property, this lease shall have a period of thirty (30) days after such abandonment or cessation of production within which to commence reworking operations or operations for the drilling of another well or excavating a mine, over within which to make and rental payments and the

7. If, at the expiration of the primary term of this lease neither oil, gas, sulphur nor other mineral is being produced on the leased premises, but lessee is then engaged in drilling for oil or gas or mining for sulphur or other minerals, then this lease shall continue in force so long as drilling or mining operations are being continuously prosecuted on the leased premises; and drilling or mining operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well or mine and the beginning of operations for the drilling of a subsequent well or excavating of a subsequent mine. If oil, gas, sulphur or other minerals shall be discovered and produced from any such well or wells drilling or being drilled or sulphur be discovered and produced from any mine or mines excavated or being excavated at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas, sulphur or other minerals shall be produced from the leased premises.

8. It is specially agreed that in event oil, gas, sulphur or other minerals, is being produced or is obtained from said premises after the expiration of the primary term hereof and said production shall for any reason cease or terminate, lessee shall have the right at any time within ninety (90) days from the cessation of such production to resume drilling or mining operations in the effort to make said leased premises again produce oil, gas, sulphur or other minerals, in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph, and if they result in production of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals is produced from the premises.

gas, sulphur or other minerals is produced from the premises.

for shall be paid lessor only in the proportion which lessor's interest, if any, bears to the whole and undivided fee.

bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. It is agreed that the estate of either party hereto may be assigned in whole or in part and as to any mineral. All the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns and successive assigns. It is expressly agreed, with reference to every change or division what-

soever, and howsoever arising or effected, in the ownership of said land, royalties or rental or other moneys, or any part of the same, that no such change or division shall operate to increase the obligations or diminish the rights of lessee hereunder. If the ownership of the royalties becomes changed into separate divided portions of said land and the owners of such royalty desire separate gauges for production from such separate tracts, they shall furnish and set separate measuring and receiving tanks and connections therefor at their sole cost and expense, and lessee shall not be required to off-set wells on separate tracts or portions of said land, or to furnish upon or as to any such tract or portion separate measuring or receiving tanks. Notwithstanding any other actual or constructive knowledge or notice whatsoever, thereof, of or to lessee, no change or division in the ownership of the lands, royalties, delay rentals, or other moneys shall be binding upon the owner of the lease unless and until after thirty days' written notice thereof from both lessor and lessor's successor or successors in interest, their successors and assigns, in which all such parties in interest concur, and until such transfers or assignments, in the event such division or change is accomplished in that manner, have been properly recorded in the county or parish where the land lies, and copies thereof certified by the County Clerk or Recorder, shall have been delivered to the record owner of the lease at the time of recordation of such transfers or assignments, said notice and copies to be delivered to said record owner at his or its principal place of business. In the event of the death of lessor or his heirs, devisees, successors or assigns, their successors or assigns, no change in the ownership of the land, royalties, delay rentals or other moneys hereunder shall be binding on the record owner of the lease until proof satisfactory to such record owner is furnished, evidencing such change in ownership. In event of assignment of this lease as to any part (whether divided or undivided) of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interest of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

12. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving the waste oil that flows down the creeks, ravines and across the land embraced in the lease, whether said oil is produced from land covered by this lease or other lands, and lessor shall be entitled to receive the royalty hereinbefore reserved on all such oil so saved.

13. In case of cancellation or termination of this lease for any cause, lessee shall have the right to retain under the terms hereof twenty-five (25) acres of land around each oil or gas well or mine producing, being worked on, or drilling hereunder, as long as such operations are continued in good faith, such tract to be designated by lessee in as near a square form as practicable.

such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. Title to the minerals vested in lessor under this lease shall not end or revert to lessor until there is a complete, absolute and intentional abandonment by lessee of each and all of the purposes, expressed or implied, of this lease and every part and parcel of the premises described in this lease. Lessee may, at any time and from time to time, execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises, or any mineral thereunder, and thereby surrender this lease as to such portion or portions, or as to such

record, a release or releases covering any portion or portions of the above described premises, or any mineral thereunder, and thereby surrender this lease as to such portion or portions, or as to such mineral, and be relieved of all obligations and rentals as to the acreage, or mineral, surrendered.

16. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that lessee shall have the right at any time to pay or reduce for lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said lands and be subrogated to the rights of the holder thereof, and to deduct amounts so paid from royalties or other payments due

This is a fully paid-up lease, no rentals to defer drilling operations being

payable hereunder.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.
WITNESSES:

THE STATE OF TEXAS,
COUNTY OF DALLAS

TEXAS SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

Susan E. Garvin, a widow
is

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 20 day of

June

A. D. 1986

Notary Public in and for

DALLAS

County, Texas.

THE STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 6th day of February 1984 at 12:10 o'clock P.M. and was this day duly recorded at 8:05 o'clock A.M., in Vol. 144 Pages 330 et seq. Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 14th day of February 1984.



ALINE STEPHENSON

Clerk, County Court, Polk County, Texas

By Jo Anne Hopkins, Deputy

JO ANNE HOPKINS

THE STATE OF TEXAS.

COUNTY OF

TEXAS CORPORATE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the said corporation and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____ A. D. 1984.

Notary Public in and for

County, Texas.

STATE OF LOUISIANA,

PARISH OF

LOUISIANA INDIVIDUAL ACKNOWLEDGMENT

Before me, the undersigned authority, on this _____ day of _____ 1984,

personally came and appeared _____, who in the presence of _____ and _____, said authority, and _____ competent witnesses, declares and acknowledges

that _____ he _____ the identical person _____ who executed the foregoing instrument in writing, that the signature _____ thereto _____ own true and genuine signature _____

and that _____ he _____ executed said instrument of _____ own free will _____, and for the purposes and consideration therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer _____, and me, said Notary, after reading the whole.

WITNESSES:

Notary Public in and for

Parish, Louisiana.

STATE OF LOUISIANA,

PARISH OF

LOUISIANA WITNESS ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared

to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows _____

the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw _____ sign the same as _____ voluntary act and deed, and that he, the said _____ subscribed his name to the same at the same time as an attesting witness.

Sworn to and subscribed before me, this _____ day of _____ 1984. } (Affiant)

Notary Public in and for _____ Parish, Louisiana.

Dated _____

No. Acres.

Term _____

This instrument was filed for record on the _____ day of _____ 1984, at _____

1984, at _____

o'clock _____ M., and duly recorded in _____

Book _____

Page _____

of Records of this office.

County Clerk
or Recorder

When Recorded return to

By _____ Deputy

Oil, Gas and Mineral Lease

No. 1332

Philippe Lachapelle
New Orleans, La. 70160

OIL, GAS, AND MINERAL LEASE

T-28445
18-1

AGREEMENT, made and entered into the 15th day of May, 1957, by and between C. I. Withers of Jefferson County, Texas, Fred W. Moore, Sam G. Croom, and A. O. Newman of Harris County, Texas, Mrs. Mary Skipper, a widow, individually and as independent executrix of the Estate of B. A. Skipper, Sr., deceased, and B. A. Skipper, Jr., individually and as independent Executor of the Estate of B. A. Skipper, Sr., deceased, of Gregg County, Texas, W. C. McClain of Montgomery County, Texas, hereinafter called lessor (whether one or more) and Shell Oil Company, hereinafter called lessee:

WITNESSETH: 1. Lessor, in consideration of Ten Dollars (\$10), receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Polk, State of Texas, and is described as follows:

A tract of land containing 126.29 acres of land, more or less, situated in the Schwab Ace Field, sometimes known as the South Schwab Oil Field, and sometimes known as the Schwab Wilcox Oil Field, in Polk County, Texas, and being more particularly described as follows:

BEGINNING at the center of what is commonly known as the F. L. Doucette Well No. 1, drilled and operated by Shell Oil Company;

THENCE North 50° 27' West 241.0 varas to a point for corner (hereinafter called place of beginning);

THENCE South 00° 59' 30" East 741.4 varas to a point for corner;

THENCE South 88° 58' East 806.5 varas to a point for corner;

THENCE North 00° 19' East 875.1 varas to a point for corner;

THENCE North 89° 25' West 826.34 varas to a point for corner;

THENCE South 00° 59' East 127.5 varas to the place of beginning, containing 126.29 acres of land, more or less.

Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 126 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term from the date hereof until the 1st day of June, 1967, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. Whenever used in this lease the word "operations"

shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities, and whether same be in connection with a well heretofore or hereafter drilled.

4. As royalty, lessee covenants and agrees:

(a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil.

(b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, then lessor shall be paid either (i) the market value at the well of one-eighth (1/8) of such gas or casinghead gas or (ii) at lessor's option if such gas or casinghead gas is used in the manufacture of gasoline or other products in a plant located within five miles of said land one-eighth (1/8) of whatever net moneys, property, or other things of value lessee shall receive from the manufacture of gasoline or other products out of said gas at said plant after deduction of all transportation and manufacturing costs, if any, including reasonable depreciation of the plant facilities.

No. 1576

FRED L. DOUCETTE TO C.F. FAIN

MINERAL LEASE

STATE OF TEXAS |

COUNTY OF POLK |

Fred L. Doucette hereinafter called "Grantor" (whether one or more) grants to C.F. Fain hereinafter called "Grantee", the exclusive right to explore the land hereinafter described for mineral indications, to drill and mine thereon for oil, gas, sulphur and other minerals, and to produce and appropriate any or all of same therefrom, also the right to use, free of charge oil, gas and water from the land in conducting operations thereon and in treating to make marketable the products therefrom, the right to remove from the land at any time any property placed by Grantee thereon, and all rights necessary to the full enjoyment of this grant; all however, during the term and subject to the conditions hereinafter stated.

The land is in Polk County, Texas, and is described as follows:

Beginning at the N E corner of th_ 271 acre survey and in the N line of the said Sublett League, a pine 16 in brs S 7 $\frac{1}{4}$ E 8 vrs.

Thence S with the E line of said 271 acres 7 $\frac{1}{4}$ 0 vrs to an inner corner of same stake from which a beech 1 $\frac{1}{4}$ in brs N 85 E 5 vrs;

Thence E at 400 vrs pass another N E corner of said 271 acres at 1210 vrs corner in the W line of B. Bailey's 80 acre tract from which a white oak 16 in brs N 55 W 4 $\frac{1}{2}$ vrs, white oak 1 $\frac{1}{4}$ in brs N W 7 vrs;

Thence N with said Bailey's W line 7 $\frac{1}{4}$ 0 vrs to his N W corner in the N line of said league, a stake from which a magnolia 8 in brs N 62 W 6 vrs a beech 7 in brs N W 7 vrs;

Thence W with said league line 1210 vrs to the place of beginning containing 158.48 acres of land.

For the purpose of calculating the payments hereinafter provided for, the land is estimated to comprise 158 acres, whether it actually comprises more or less. All land owned by Granot in the above mentioned surveys is included herein, whether properly described above or not.

This grant shall terminate on the 20th day of March 1934 unless on or before that date the grantee elects, by notice in writing delivered to the grantor, to either drill a well on some part of the land embraced herein or to pay to the grantor One dollar (\$1.00) per acre for all or such part of the land as grantee desires to retain hereunder. If grantor owns less than the entirety of the land retained, the rentals shall be proportionately reduced on such fact being ascertained. If grantee elects to drill a well, grantee shall begin operations for such drilling within sixty days from the above date and prosecute such drilling with reasonable diligence to completion or abandonment in an honest, bona fide effort to find minerals in paying quantities in the land. If grantee elects to pay the sum of money above provided, such payment shall be made within thirty (30) days from above date, and within such time the grantee shall surrender and cancel this contract as to all of the land grantee does not desire to hold. The payment so made shall have the effect of maintaining grantee's right in the land retained for a period of twelve (12) months from the expiration date above stated without further payment or operations, and grantee may further maintain and keep in force all of the rights herein granted as to the land so retained without any operation for a series of 12 months periods aggregating four (4) additional years, by paying grantor on or before the beginning of such of such respective periods One dollars (\$1.00) per acre for all or that part of the land which grantee has elected to continue to hold hereunder. The notice may be given to grantor personally or by mailing at Houston, Texas, on or before the due date of the notice letter addressed to grantor at Hull, State Bank of Hull, Texas; (the payments may be made to Grantor personally or by mailing at Houston, Texas on or before the due date of the payment, letter addressed to the Hull State Bank of Hull, Texas, (or its successor) transmitting Grantee's check with instructions to such bank to deposit same to Grantor's credit; such bank being hereby constituted Grantor's Agent.

If, prior to discovery of oil on the land, a well producing as much as two hundred (200) barrels of oil per day for thirty (30) consecutive

days is brought in on adjacent land and within two hundred (200) feet of any line of the land, then held hereunder, Grantee shall with reasonable promptness begin and with reasonable diligence prosecute the drilling of a well on the land, then held hereunder, in an honest effort to discover oil in paying quantities.

After beginning operations on the land and prior to discovering any mineral in paying quantities thereon, Grantee may maintain Grantee's rights in effect for so long as it pleases by continuing such operations without lapse of more than sixty (60) days between cessation of operations on one well and the beginning of operations for drilling another; during the period of ten (10) years from the date above mentioned, Grantee may cease such operations and nevertheless maintain Grantee's rights in effect by beginning or resuming the payments above provided for making within sixty (60) days from such cessation the payment for the current period which must have been made in order to maintain Grantee's rights in effect without any operations.

After the discovery of any mineral in paying quantities on the land, Grantee's rights shall remain in effect so long as any of such minerals are produced in paying quantities from the land. And if Grantee fails to reasonably develop the land after the discovery of minerals such failure shall entitle the grantor to an action for damages only, and not to a cancellation or termination of Grantee's rights; and Grantee may, if Grantee so elects, after discovering any minerals in paying quantities on the land surrender any part thereof, wherinafter none of the provisions hereof shall be effective as to the surrendered part, but Grantee may continue to hold the unsurrendered part by compliance with the provisions hereof as to the same.

Grantor shall be entitled to the following royalties; One-eighth (1/8) of the oil produced and saved and not used for fuel in conducting operations on the land or in treating to make marketable the products therefrom; one-eighth (1/8) of the net profits realized on the natural gas produced and saved; one-eighth (1/8) of the value (at the rate of

four cents per thousand cubic feet) of the casinghead gas used for the manufacture of casinghead gasoline; fifty cents (50¢) for each ton (2240 pounds) of sulphur marketed; and a reasonable royalty on any other mineral produced and saved. These royalties are based on ownership by Grantor of the entirety of the land; if Grantor owns less than the entirety, the royalties shall be proportionately decreased. The oil royalty shall be delivered to grantor free of expense at Grantor's option either at the well or to grantor's credit into any pipe line connected with the well.

The use of the surface of the land is granted only for the purpose hereof. Grantee shall be responsible for all damages caused by grantee's operations other than damages necessarily caused by the exploitations of and operations for minerals thereon.

All provisions hereof shall extend to and bind the heirs, successors, and assigns (in whole or to that extent in part) of the parties hereto, respectively; but no change in ownership of the land or part thereof the minerals or interest therein, shall impose any additional burden on Grantee or impair the effectiveness of any payment made as above provided.

Grantor acknowledges receipt of ten dollars (\$10.00) paid by C.F.Fain as the full and adequate consideration for every right granted herein.

Executed March 20th, 1933

Fred L.Doucette

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME the undersigned authority, on this day personally appeared Fred L.Doucette known to me to be the person whose name is subscribed to the foregoing instrument on the other side of the sheet, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of March, 1933.

P.L.Flowers
Notary Public in and for Harris

(Seal)

County, Texas

Filed for record in my office on the 21st day of March 1933 at 1:45 o'clock P.M. and was this day duly recorded at 3:30 o'clock P.M. in Vol. 10, pages 355, et seq., Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 23rd day of March, 1933.

Alex Jones
Clerk County Court Polk County, Texas

(Seal)

By Agnes Hood, Deputy

THE STATE OF TEXAS |
COUNTY OF POLK |

I, J.H. McKee, County Clerk Polk County, Texas hereby certify that the foregoing instrument of writing is a true and correct copy of Mineral Lease from Fred L. Doucette to C.F. Fain as shown from the record in Vol. 10, pages 355, et seq., Oil and Gas Lease Records of Polk County, Texas.

Witness my hand and official seal at office in Livingston this 28 day of June, 1955.

J.H. McKee
Clerk County Court Polk County, Texas

By Mrs C.J. Matthews Deputy



LEASE

T-76368-#1

THE STATE OF TEXAS

COUNTY OF POLK

THIS AGREEMENT made and entered into on this the 10th day of November, A. D. 1938, by and between West Securities Company, a Texas corporation, domiciled in the City of Houston, Harris County, Texas, and Kirby Lumber Corporation, a Delaware corporation, with permit to do business in the State of Texas, and having an office in the City of Houston, Harris County, Texas, hereinafter called "Lessors", and Geo. L. Peyton and W. M. Peyton of the County of Limestone, State of Texas, hereinafter called "Lessees",

W I T N E S S E T H :

1.

That the said Lessors, for and in consideration of the sum of Three Thousand Seven Hundred Ninety and No/100 Dollars (\$3,790.00) cash to them in hand paid, the receipt of which is hereby acknowledged, and of the further consideration of the sum of Two Hundred Twenty-five Thousand and No/100 Dollars (\$225,000.00), to be paid to them in the manner herein-after mentioned, out of oil and gas produced and saved from the tracts and parcels of land hereinafter described, of the royalties and payments as hereinafter provided, and of the covenants and agreements hereinafter contained on the part of the Lessees, to be paid, kept and performed, have DEMISED,

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LEASED and LET, and by these presents do DEMISE, LEASE and LET unto the said Lessees for the sole and only purpose of exploring, prospecting, (by geophysical methods or otherwise), drilling, mining and operating for and producing oil and gas, laying pipe lines, building tanks, power stations, telephone and telegraph lines, and other structures thereon, to produce and save and take care of said products, all those certain tracts and parcels of land lying and being situated in the County of Polk, State of Texas, to-wit:

FIRST TRACT

94 acres of land, more or less, out of and a part of the G. S. Thomas League, Abstract 72, in Polk County, Texas, and being a part of a certain 2383.35 acre tract conveyed by the West Lumber Company to the Kirby Lumber Company by deed dated October 1, 1928, and recorded in Volume 80, page 9 et seq. of the deed records of Polk County, Texas, said 94 acres being more particularly described as follows:

BEGINNING at a point located due North 1536.7 feet and due East 1303 feet from the Peyton Brothers, Kirby-West Well No. B-1 for the Northwest corner of the hereindescribed tract;

THENCE East parallel with the South line of said Thomas League to the East line of said league;

THENCE South with the East line of said Thomas League a distance of approximately 1867 feet to the Southeast corner of same being on the north line of the P. A. Sublett League;

THENCE West with the North line of the P. A. Sublett League, being the South line of the Thomas League to a point located due South of the beginning point of the hereindescribed tract;

THENCE due North passing through a point located East 1303 feet from said Well No. B-1 a distance of approximately 1867 feet to the place of beginning and containing 94 acres of land, more or less.

SECOND TRACT:

60 acres of land, more or less, out of and a part of the G. S. Thomas League, Abstract 72 in Polk County, Texas, being all of a certain 70 acre tract less and except 10 acres around the Peyton Brothers, Kirby-West Well No. B-1, said 70 acre tract being more particularly described as follows:

BEGINNING at the Northwest corner of the 94 acre tract hereinabove described as the FIRST TRACT said beginning point being located due North 1536.7 feet and due East 1303 feet from the Peyton Brothers, Kirby-West Well No. B-1 for the Northeast corner of the herein described tract;

THENCE West parallel with the South line of the said Thomas League, a distance of 1633 feet to a point for corner;

THENCE due South, a distance of approximately 1867 feet to a point on the North line of the P. A. Sublett League, being the South line of the said Thomas League;

THENCE East with the North line of the said P. A. Sublett League, being the South line of the said Thomas League, a distance of 1633 feet to the Southwest corner of the said FIRST TRACT of 94 acres;

THENCE due North with the West line of said FIRST TRACT passing through a point located due East 1303 feet from the said Peyton Brothers, Kirby-West Well No. B-1, a distance of approximately 1867 feet to the place of beginning and containing 70 acres of land LESS AND EXCEPT a 10 acre tract of land around the said Peyton Brothers, Kirby-West Well No. B-1, being more particularly described as follows:

BEGINNING at a point located due North 330 feet and due East 330 feet from the said Peyton Brothers, Kirby-West Well No. B-1 for the Northeast corner of the herein described tract;

THENCE West parallel with the South line of the said Thomas League, a distance of 660 feet to point for corner on the West line of the herein above described 70 acre tract;

THENCE due South with the West line of the said 70 acre tract a distance of approximately 660 feet to the Southwest corner of same;

THENCE East with the South line of the said 70 acre tract, a distance of 660 feet to a point located due South of the beginning point of the herein described tract;

THENCE due North, a distance of approximately 660 feet to the place of beginning and containing 10 acres of land to be deducted from the above described 70 acre tract leaving a net residue of 60 acres of land, more or less.

THIRD TRACT

100 acres of land, more or less, out of the G. S. Thomas League, Abstract 72, in Polk County, Texas, and being more particularly described as follows:

BEGINNING at the Northwest corner of the 70 acre tract hereinabove described as the SECOND TRACT;

THENCE West parallel with the South line of the said Thomas League a distance of 2450 feet to a point for corner;

THENCE due South, a distance of approximately 1867 feet, to a point on the North line of the Kirby-West 271 acre tract being on the common line between the Thomas and Sublett Surveys;

THENCE East with the North line of said Kirby-West 271 acre tract and North line of the Sublett Survey and the South line of said Thomas League a distance of 2450 feet to the Southwest corner of the 70 acre tract herein above described under the SECOND TRACT;

THENCE due North with the West line of said 70 acre tract a distance of approximately 1867 feet to the place of beginning and containing 105 acres of land LESS AND EXCEPT 5 acres of land being more particularly described as follows:

COMMENCING at the Dick Schwab, Kirby-West Well No. 2 located on the above described 105 acre tract;

THENCE East parallel with the South line of said Thomas League a distance of 233-1/3 feet to a point for the BEGINNING POINT of the herein described tract;

THENCE North at right angles a distance of 233-1/3 feet to a point for corner;

THENCE West at right angles a distance of 466-2/3 feet to a point for corner;

THENCE South at right angles a distance of 466-2/3 feet to a point for corner;

THENCE East at right angles a distance of 466-2/3 feet to a point for corner;

THENCE North at right angles a distance of 233-1/3 feet to the place of beginning and containing 5 acres of land to be deducted from the above described 105 acre tract leaving a net residue of 100 acres, more or less.

FOURTH TRACT

140 acres of land, more or less, out of and a part of the G. S. Thomas League, Abstract 72, Polk County, Texas, and being more particularly described as follows:

BEGINNING at the Northwest corner of a 100 acre tract herein above described as the THIRD TRACT for the Northeast corner of the herein described tract;

THENCE West parallel with the South line of the said Thomas League, a distance of 3267 feet to a point for corner;

THENCE due South a distance of approximately 1867 feet to a point on the North line of the Peter J. Menard League, being the South line of the said Thomas League and being the Southwest corner of the herein described tract;

THENCE East with the North lines of the said Peter J. Menard League and the Kirby-West 271 acre tract in

P. A. Sublett League, being also the South line of the said Thomas League, a distance of 3267 feet to the Southwest corner of the said THIRD TRACT of 100 acres;

THENCE due North with the West line of the said THIRD TRACT, a distance of approximately 1867 feet to the place of beginning and containing 140 acres of land, more or less.

FIFTH TRACT

113 acres of land, more or less, out of the G. S. Thomas League, Abstract 72, Polk County, Texas, and being more particularly described as follows:

BEGINNING at the Northwest corner of the 140 acre tract herein above described as the FOURTH TRACT:

THENCE West parallel with the South line of said Thomas League to a West line of said Kirby Lumber Corporation 2383.35 acre tract;

THENCE South with the West line of said 2383.35 acre tract, a distance of approximately 1867 feet to the Southwest corner of same on the South line of said Thomas League, being the North line of the Peter J. Menard League;

THENCE East with the North line of said Peter J. Menard League to the Southwest corner of said 140 acre tract hereinabove described as the FOURTH TRACT;

THENCE due North with the West line of said 140 acre tract, a distance of approximately 1867 feet to the place of beginning and containing 113 acres of land, more or less.

SIXTH TRACT

100 acres of land, a part of the P. A. Sublett League, Abstract 71, in Polk County, Texas, described as follows:

BEGINNING at the northwest corner of said Sublett League;

THENCE East along the North boundary line of said league 381.45 varas to point for corner, being the Northeast corner of this 100 acre tract;

THENCE South parallel with the West line of said Sublett League 1480 varas to point for the Southeast corner of this 100 acre tract, being in the South line of that certain 271 acres tract of land in said Sublett League, conveyed by West Lumber Company to Kirby Lumber Company by deed dated October 1st, 1928;

THENCE West along and with the South line of said 271 acres tract to point for corner in the West boundary line of said Sublett League, the same being the East boundary line of the Peter J. Menard League;

THENCE North along and with said league line 1480 varas to the place of beginning, containing 100 acres of land.

SEVENTH TRACT

151 acres of land, a part of the P. A. Sublett League, Abstract 71, in Polk County, Texas, described as follows:

BEGINNING on the North line of said P. A. Sublett League 381.45 varas East from the Northwest corner of said Sublett League for the Northwest corner of this 151 acres tract, being also at the Northeast corner of that certain 100 acres tract out of said Sublett League hereinabove described as SIXTH TRACT;

THENCE East along and with the North line of said Sublett League 453.55 varas to point for the most Northern Northeast corner of this 151 acres tract, being also the most Northern Northeast corner of that certain 271 acres tract out of the said P. A. Sublett League conveyed by West Lumber Company to Kirby Lumber Company by deed dated October 1, 1928, recorded in Volume 88 on Pages 9 et seq. of the Deed Records of Polk County, Texas, and also being the Northwest corner of a 790 acre tract made for L. Fowler et al;

THENCE South along and with the West boundary line of said Fowler tract 740 varas to a corner of same;

THENCE East with the line of said Fowler tract 400 varas to corner;

THENCE South with the line of said Fowler tract 740 varas to the Southwest corner of said Fowler tract;

THENCE West 853.55 varas to point for the Southwest corner of this 151 acres tract, being also the Southeast corner of the tract of 100 acres in said Sublett League hereinabove described as SIXTH TRACT;

THENCE North along and with the East line of said 100 acres tract a distance of 1480 varas to the place of beginning, containing 171 acres of land, SAVE AND EXCEPT therefrom the following:

(a) 10 acres of land described as follows:

BEGINNING 180 varas West from the Southeast corner of a 271 acre tract out of the P. A. Sublett League in Polk County, Texas, from which a Magnolia 24 inches in diameter brs. N. 6 E. 2.4 varas, and a Magnolia 16 inches in diameter brs. S. 60.5 West 10-3/4 varas;

THENCE North 237.6 varas to a stake for corner, from which a pin oak 12 inches in diameter brs. S. 28 E. 10.9 varas, and a pin oak 14 inches in diameter brs. N. 12 E. 5.5 varas;

THENCE West 237.6 varas to a stake for corner, from which a pin oak 14 inches in diameter brs. N. 53 E. 11.3 varas, and a pin oak 12 inches in diameter brs. N. 44 E. 10 varas;

THENCE South 237.6 varas to a stake for corner in the South line of said 271 acre tract, from which a Magnolia 18 inches in diameter brs. N. 11 E 6.5 varas, and a Beech 12 inches in diameter brs. N. 68 $\frac{1}{2}$ E. 6 varas;

THENCE East along and with the South line of said 271 acre tract 237.6 varas to the place of beginning, containing 10 acres of land, more or less.

(b) 10 acres of land described as follows:

BEGINNING at the producing well drilled by Dick Schwab and known as Dick Schwab Kirby-West A-1 well, on the P. A. Sublett League;

THENCE running East 330 feet to the most Northerly East line of the 160 acres tract leased to Dick Schwab April 16, 1936 for the beginning of this 10 acres tract;

THENCE North with said line 331 feet to point for the Northeast corner of this 10 acres tract;

THENCE West at right angles 662 feet to point for the Northwest corner of this 10 acres tract;

THENCE South at right angles 662 feet to point for Southwest corner of this 10 acres tract;

THENCE East at right angles 662 feet to point for Southeast corner of this 10 acres tract;

THENCE North 331 feet to the place of beginning, containing 10 acres.

2.

Subject to the other provisions herein contained, this lease shall be for a term of twelve months from this date (called "primary term") and as long thereafter as oil or gas continues to be produced from said land under this lease in paying quantities.

3.

In consideration of the premises, Lessees covenant and agree to pay to Lessors, (one-half thereof to Kirby Lumber Corporation and one-half to West Securities Company) the following royalties:

(a) On oil one-sixth (1/6) of that produced and saved from said land, the same to be delivered, free of cost to Lessors, into the pipe line, or other receptacle, to which the Lessees may connect their wells, or, at Lessors' option, may be sold at same price and with Lessees' oil, or at

Lessors' option, shall be delivered, free of cost, charges and expenses to Lessors, at the well or wells, in tanks or other receptacles by the Lessors provided on this lease.

(b) On gas, including casinghead gas, or other vaporous or gaseous substances produced from said lands, the following: In case Lessees shall use gas in the manufacture of gasoline, or other products therefrom, a one-sixth (1/6) of the market value at the plant of the gasoline, or other products manufactured therefrom, quantity or product to be ascertained in a manner recognized in the industry; in case Lessees shall sell gas at the wells, one-sixth (1/6) of the gross amount realized from such sales, and in all other cases, when sold or used off the premises, the market price at the wells of one-sixth (1/6) of the gas so sold or used.

4.

As a further consideration for this lease, the Lessees agree to pay to Lessors, in equal portions (one-half thereof to Kirby Lumber Corporation and one-half to West Securities Company), the sum of Forty-five Thousand and No/100 Dollars (\$45,000.00) from production of oil and gas, if, as and when produced from second, fourth and sixth tracts hereinabove described, and the sum of One Hundred Eighty Thousand Dollars (\$180,000.00) from production of oil and gas if, as and when produced from first,

third, fifth and seventh tracts hereinabove described, as follows:

(a) The market value as run to the pipe line or storage and sold of one-fourth (1/4) of five-sixths (5/6) of the first oil produced and saved under this lease and one-fourth (1/4) of five-sixths (5/6) of the amount received, at the well or wells, for all gas produced under this lease and sold, and, in case Lessees shall use or permit the use of gas, produced from the leased premises in the manufacture of gasoline, or other products therefrom, one-fourth (1/4) of five-sixths (5/6) of the fair market value, at the plant, of the gasoline, or other products manufactured therefrom and in all other cases, when used off the premises, the fair market value, at the wells, of one-fourth (1/4) of five-sixths (5/6) of the gas so used, until the aggregate sum of Forty-five Thousand Dollars (\$45,000.00) shall have been paid to Lessors from the second, fourth and sixth tracts hereinabove described, and the aggregate sum of One Hundred Eighty Thousand Dollars (\$180,000.00) shall have been paid to Lessors from the first, third, fifth and seventh tracts hereinabove described.

The market value referred to above, of said oil, shall be the highest available market price prevailing for the respective days on which runs are made to the pipe lines or storage for Texas Gulf Coast crude of similar grade, quantity and quality to

that produced and saved under this lease.

5.

Lessees further agree and hereby bind and obligate themselves, as a part of the consideration for this lease, to begin, within sixty days (60) from date hereof, the actual drilling of a well in search for oil or gas on the land covered by this lease, and thereafter continuously drill the same with due diligence and in a workmanlike manner, in a bona fide effort to find and produce oil or gas in paying quantities, to a depth of at least Eight Thousand (8000) feet, unless oil or gas is found and produced in paying quantities at a lesser depth, or, unless dome formation or sparta sand or formation similar to producing sand in the Spurger, Tyler County, Texas (Joe's Lake) oil field is encountered at a lesser depth.

After the drilling of the aforesaid well in the manner and to the depth above provided, and in the event oil or gas is not produced therefrom in paying quantities, this lease shall terminate as to both parties, unless Lessees shall, within ninety (90) days after the abandonment of such well, commence the actual drilling of another well on the land covered by this lease, in search for oil or gas, and drill the same with due diligence and to the depth and in the manner provided for said first well; and until oil or gas is found and produced in paying quantities from the premises covered by this lease, not more than ninety (90) days shall elapse between the abandonment of one well and the com-

mencement of another well. If oil or gas has not been produced in paying quantities from the lands covered by this lease within twelve months from date hereof, this lease contract shall terminate as to all parties, unless lessees are actually drilling a well on said lease at that time and in that event upon completion of said well as a dry hole.

6.

If, as a result of drilling by Lessees under this lease, oil or gas be produced in paying quantities from the lands covered by this contract, then this lease shall remain in full force and effect so long as such production continues; provided, thereafter, Lessees shall continue to drill wells thereon and develop said premises covered by this lease in a businesslike manner, and as a reasonable prudent operator would drill wells and develop the same, not more than ninety (90) days to elapse between the completion of a producing well, nor more than ninety (90) days after the abandonment of a dry hole, and the beginning of drilling another well, until said leased premises have been fully developed, and failure so to do shall terminate this lease, save and except as to twenty (20) acres in a square, as nearly as practicable, for each well being worked on in good faith, or being drilled or reworked, or producing oil or gas for the market, such twenty (20) acre tract or tracts to be selected by Lessees so that each twenty (20) acres will embrace one such

well, with the well in the center thereof as nearly as possible; provided reasonable development and production from such twenty (20) acre tract or tracts shall be continuous, and upon cessation thereof this lease shall terminate thereto. It is distinctly understood and agreed, however, that nothing herein contained shall ever be construed as in any manner releasing Lessees from payments to Lessors of any part of the royalties provided for and reserved in Paragraph 3 of this contract, or from payments to Lessors of any part of the contingent consideration out of production, as set out in Paragraph 4 of this contract, from production under the acreage not forfeited but retained by Lessees; it being understood that a partial forfeiture shall in no manner reduce the royalties and contingent considerations, including payments from proceeds of oil and gas, or either of them, to be paid to Lessors, as provided in Paragraphs 3 and 4, respectively, of this lease contract, from production under the acreage not forfeited but retained by Lessees.

7.

Whenever in this lease it is provided that Lessees shall, within some specified time, begin the drilling of a well for oil or gas on the leased premises it is the intent of the parties hereto that a well for oil or gas shall be actually spudded in within the specified time. By spudding in is meant that a derrick must be completed, the necessary operating machinery capable of drilling such a well as contemplated by this

lease to a depth of Eight Thousand (8000) feet or producing horizon fully set up and equipped and actual drilling with such machinery commenced.

8.

In the event a well or wells producing oil or gas in paying quantities shall be brought in on any other land, and within 466 feet of any line of the leased premises, Lessees shall commence the actual drilling of an offset well thereto, within thirty (30) days from the date of the completion of such well, and shall drill such offset well with due diligence and as a careful and prudent operator of the leased premises, having no interest in the well or wells to be offset, would drill under the same and similar circumstances.

9.

It is agreed that settlement for all payments out of production and for all royalties, except delivery in kind, shall be made monthly at Houston, Texas, on or before the 15th day of each calendar month, for the amounts accruing during the preceding month, one-half of such payments and royalties to be paid, delivered or tendered to and for the account of Kirby Lumber Corporation, and one-half thereof shall be paid, delivered or tendered to and for the account of West Securities Company. Until Lessees are otherwise notified in writing by Lessors, the address of West Securities Company is and shall

remain Sterling Building, Houston, Texas, and the address of Kirby Lumber Corporation is and shall remain Kirby Lumber Company Building, Houston, Texas, and until Lessors are otherwise notified in writing by Lessees, the address of Lessees is and shall remain Mexia, Texas.

10.

If Lessor, West Securities Company, owns less than a full undivided one-half interest in and to the minerals and mineral rights in any tract of land covered by this lease, then the royalties and other payments herein provided to be paid or delivered to said West Securities Company shall be paid or delivered to said West Securities Company only in the proportion which its interest in said minerals and mineral rights bears to said full undivided one-half interest.

If Lessor, Kirby Lumber Corporation, owns less than the full undivided one-half interest in and to the minerals and mineral rights in any tract of land covered by this lease, then the royalties and other payments herein provided to be paid or delivered to Kirby Lumber Corporation, shall be paid or delivered to Kirby Lumber Corporation only in the proportion which its interest bears to said full undivided one-half interest.

11.

If the within lease is for any cause terminated as to the whole or as to any portion of the land covered hereby,

Lessees agree to deliver to Lessors a good and sufficient release of said land in so far, but only in so far, as it covers or pertains to such land or parts of land as to which said lease is terminated.

12.

In case of the surrender of this lease or the forfeiture thereof, in whole or in part, or the expiration of the rights of Lessees for any reason and as to any part or parts of the whole of the land hereby leased, Lessees, their heirs and assigns, shall have sixty (60) days after the expiration, surrender or forfeiture thereof within which to remove all machinery, pipe lines, casing, pumps, tanks, telephone poles and telegraph lines and all other property whatsoever which the Lessees, their heirs or assigns, may have placed upon said land.

13.

Lessees shall have free use of oil and gas produced from the land covered by this lease, and water from said land, except water from Lessors' wells, in developing the same for oil and gas and producing the same therefrom, and in treating the oil produced therefrom to make it marketable, and any oil and gas so used shall be deducted before computing the royalties and other payments from production payable to Lessors.

14.

Lessors shall have the right to have, when requested, daily drilling reports, copies of the logs, samples of all cores

and reports of production of all wells drilled by Lessees on the land covered by this lease or on adjoining land, the right to be present at any and all reasonable times to inspect any and all such drilling operations and to inspect and gauge or measure any and all oil or gas produced hereunder, and the right at any and all reasonable times to inspect such of Lessees' records of the use and sale of gas on or off the premises, or sale of oil, as are pertinent to the proper determination of Lessors' royalty interests therein, or other payments due hereunder, or its or their proceeds, and all these rights may be exercised by Lessors in person or through their representatives thereunto duly authorized in writing.

15.

It is expressly agreed that during the life of this lease Lessees shall pay all taxes of every kind levied and assessed upon or against all or any part of the oil or gas in or under said land or the production thereof and all increase in taxes on the land resulting from the prospecting for or discovery or production of oil or gas therefrom.

16.

When requested by Lessors, Lessees shall bury all pipe lines below plow depth; and no well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of Lessors.

17.

Lessees shall pay any and all damages caused by their operation to growing crops on the leased premises or to any improvements, structures or movable property of any kind on the leased premises, and they shall also pay to Lessor, Kirby Lumber Corporation, the sum of Ten Dollars (\$10.00) per thousand feet log scale, Scribner Rule, for all merchantable trees and timber cut, taken, injured, damaged or destroyed by them in the conduct of their operations, together with wages and expenses of the scaler who shall be employed by Lessor, Kirby Lumber Corporation, to scale such trees and timber and whose scale thereof shall be final and conclusive between the parties.

18.

It is agreed that the estate of either party hereto may be assigned in whole or in part, but it is expressly understood and agreed that all of the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors and administrators, successors or assigns, but no change in the ownership of said land or assignment of royalties or any part thereof, shall be binding upon the Lessees until after the Lessees have been furnished with a written transfer or assignment or a true copy thereof. It is further expressly understood and agreed that no assignment of this lease in whole or in part, shall release Lessees from the obligation to drill one well for oil or gas as herein provided.

19.

Lessees shall have the right at any time to redeem for Lessors, by payment, any mortgage, taxes or other liens upon the leased premises in the event of default in the payment thereof by Lessors and be subrogated to the rights of the holder thereof.

20.

Whitney National Bank of New Orleans, Trustee under the first mortgage executed by Kirby Lumber Corporation July 14, 1936, recorded in Volume S, page 73 of the Deed of Trust Records of Polk County, Texas, and J. E. Jones, Trustee under the second mortgage executed by Kirby Lumber Corporation July 14, 1936, recorded in Volume S, page 137 of the Deed of Trust Records of Polk County, Texas, in consideration of the promise of Kirby Lumber Corporation to pay to the depositories under said first and second mortgages as provided by the terms thereof, all cash considerations, bonuses, royalties and other monies herein provided to be paid to Kirby Lumber Corporation, do hereby join in the execution of this instrument for the purposes of signifying their approval and subordinating and making junior and inferior, and they do hereby approve, subordinate and make junior and inferior all rights and claims in and to the land described above, created by and given to them under the terms of said first and second mortgages, to the rights, privileges and estates of Geo. L. Peyton and W. M. Peyton under the terms of this agreement so that hereafter all of the rights, privileges

and estates of the said Geo. L. Peyton and W. M. Peyton hereunder shall be prior and superior to the rights of Whitney National Bank of New Orleans, Trustee under said first mortgage and J. E. Jones, Trustee under said second mortgage and those holding under them.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in five original counterparts, each of which shall be an original for all purposes, on this the 10th day of November, A. D. 1938.

ATTEST:

M. J. Smith
Secretary

ATTEST:

W. M. Miller
Assistant Secretary

ATTEST:

J. E. Jones
Cashier

WEST SECURITIES COMPANY

By J. H. Monroe
President

KIRBY LUMBER CORPORATION

By J. H. Monroe
Vice-President

L e s s o r s .

Geo. L. Peyton

W. M. Peyton

L e s s e e s .

WHITNEY NATIONAL BANK OF NEW
ORLEANS, TRUSTEE

By William A. Dixon
Vice-President

J. E. Jones
Trustee



THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared T. H. Manual, President, and W.H. Skipwith, Secretary, of West Securities Company, a corporation, both known to me to be the persons whose names are subscribed to the foregoing instrument and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the respective capacities therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 10th day of November, A. D. 1938.

County Seal
Notary Public in and for
Harris County, Texas.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared H. M. Seaman, Vice-President, and M. E. Miller, Assistant Secretary, of Kirby Lumber Corporation, a corporation, both known to me to be the persons whose names are subscribed to the foregoing instrument and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the respective capacities therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 10th day of November, A. D. 1938.

Chas. M. Prescher
Notary Public in and for
Harris County, Texas.

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Geo. L. Peyton and W. M. Peyton, 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.

GIVEN under my hand and seal of office, on this the 10th day of November, A. D. 1938.



Chas. M. Buescher

Notary Public in and for
Harris County, Texas.

THE STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, on this day personally appeared William G. Dunn, l/c, President and Reed Euster, Cashier, of Whitney National Bank of New Orleans, Trustee, a corporation, both known to me to be the persons whose names are subscribed to the foregoing instrument and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the respective capacities therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 16th day of November, A. D. 1938.



R. S. Miller

Notary Public in and for the
Parish of Orleans, Louisiana.

THE STATE OF KANSAS

COUNTY OF SHAWNEE

BEFORE ME, the undersigned authority, on this day personally appeared J. E. Jones, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this the
22 day of November, A. D. 1938.

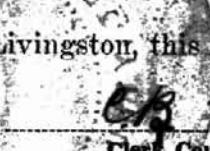

George Foster
Notary Public in and for the
County of Shawnee, State of
Kansas.

Commission expires May 19, 1940.

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 19 day of Dec, 1938 at 9:30 o'clock A.M., and was this day duly recorded at 9 o'clock A.M., in Vol. 21 Pages 162, et seq., Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston, this 30th day of Dec, 1938.


Clerk County Court Polk County, Texas.

By Maurice Alexander Deputy.

1-16568
12.375

West Securities Co, et al

to

Bros L. Beyton et al

Oil & Gas Lease

PROOF READ.

FILED FOR

This 19 day
of Dec A.D. 1938.
at 9:30 o'clock A.M.
C. B. Marsh
Clark County Court, Polk County, Texas
Miss Estmaeure

Beyton Bros \$1,00
mexia, Tex

Roy-60828

*Title
9th*

STATE OF TEXAS

COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Shell Canadian Exploration Company, a Delaware corporation, claims a royalty interest equal to 202/9984 of gross production of the oil, gas, and other minerals produced from the hereinafter described lands; and

WHEREAS, there has arisen and now exists a dispute as to the title to said lands between the undersigned persons and Shell Oil Company (predecessors in title of Shell Canadian Exploration Company) and others; and

WHEREAS, there has also arisen and now exists a dispute as to the true and correct location of the common boundary line between the Peter J. Menard Survey and the Philip A. Sublett Survey in Polk County, Texas; and

WHEREAS, these issues of title and boundary are the subject of litigation in a suit styled C. I. Withers et al. v. Shell Oil Company et al., No. 6639, in the District Court of Polk County, Texas, 9th Judicial District; and

WHEREAS, the undersigned and Shell Oil Company have agreed inter se upon a full and complete and final settlement and compromise of said dispute and said suit wherein the undersigned have agreed, among other things, to recognize, confirm, ratify, and acknowledge said royalty interest in Shell Canadian Exploration Company;

NOW, THEREFORE, for and in consideration of the premises and ten dollars (\$10) and other valuable considerations to us in hand paid, the receipt of which is hereby acknowledged, and as a

part of the settlement of such dispute and litigation, the undersigned C. I. Withers, B. A. Skipper, Jr., individually and as independent executor of the Estate of B. A. Skipper, Sr., deceased, Mrs. Mary Skipper, a widow, individually and as independent executrix of the estate of B. A. Skipper, Sr., deceased, A. O. Newman, Sam G. Croom, Fred W. Moore, W. C. McClain do hereby recognize, ratify, and confirm and do hereby grant, bargain, sell, and convey unto Shell Canadian Exploration Company, a Delaware corporation, a royalty interest equal to 202/9984 of gross production of the oil, gas, and other minerals which have been produced and will hereafter be produced from the following described land, to wit:

A tract of land containing 126.29 acres of land, more or less, situated in the Schwab Ace Field, sometimes known as the South Schwab Oil Field, and sometimes known as the Schwab Wilcox Oil Field, in Polk County, Texas, and being more particularly described as follows:

BEGINNING at the center of what is commonly known as the F. L. Doucette Well No. 1, drilled and operated by Shell Oil Company;

THENCE North 50° 27' West 241.0 varas to a point for corner (hereinafter called place of beginning);

THENCE South 00° 59' 30" East 741.4 varas to a point for corner;

THENCE South 88° 58' East 806.5 varas to a point for corner;

THENCE North 00° 19' East 875.1 varas to a point for corner;

THENCE North 89° 25' West 826.34 varas to a point for corner;

THENCE South 00° 59' East 127.5 varas to the place of beginning, containing 126.29 acres of land, more or less.

TO HAVE AND TO HOLD said royalty interest unto the said Shell Canadian Exploration Company, its successors and assigns, forever.

This assignment is made without warranty of title

express or implied.

IN WITNESS WHEREOF, we and each of us, sign this instrument on the 15th day of May, 1957, to be effective as of the 15th day of April, 1939.

C. I. Withers

C. I. Withers

B. A. Skipper Jr.

B. A. Skipper, Jr., individually, and as independent executor of the Estate of B. A. Skipper, Sr., deceased

Mrs. Mary Skipper.

Mrs. Mary Skipper, a widow, individually and as independent executrix of the estate of B. A. Skipper, Sr., deceased

A. O. Newman

Sam G. Croom

Sam G. Croom

Fred W. Moore

Fred W. Moore

W. C. McClain

W. C. McClain

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared C. I. Withers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of June, 1957.

MARY P. SAYLOR - Mary P. Saylor

Notary Public in and for
Harris County, Texas



STATE OF TEXAS

COUNTY OF Gregg

Before me, the undersigned authority, on this day personally appeared B. A. Skipper, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 5th day of August, 1957.

Otto G Reiter
Notary Public in and for
Gregg County, Texas

STATE OF TEXAS

COUNTY OF Gregg

Before me, the undersigned authority, on this day personally appeared Mrs. Mary Skipper, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 5th day of August, 1957.

Otto G Reiter
Notary Public in and for
Gregg County, Texas

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared A. O. Newman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of June, 1957.

MARY P. SAYLOR Mary P. Saylor
Notary Public in and for
Harris County, Texas



STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Sam G. Croom, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 18th day of June, 1957.

Jean Lonsford
Notary Public in and for
Harris County, Texas JEAN LONSFORD

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Fred W. Moore, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of June, 1957.

MARY P. Saylor Mary P. Saylor
Notary Public in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF Montgomery

Before me, the undersigned authority, on this day personally appeared W. C. McClain, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of June, 1957.

Edith Henry (Edith Henry)
Notary Public in and for
Montgomery County, Texas



STATE OF TEXAS
COUNTY OF POLK
CLERK'S OFFICE

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 12 day of September 1957 at 8 o'clock A M., and was this day duly recorded at 8:35 o'clock A M., in Vol. 53 Pages 664 et. seq. Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 13 day of September 1957

J. D. M. Lee

Clerk, County Court, Polk County, Texas

By Nina Mae Baker Deputy



Roy = 60823 # 29,22

C. L. Withers et al

7c

Shell Oil Co

assn

FILED FOR RECORD

This 12 day of September 1957

At 8 O'clock A M.

J. H. McKEE

County Clerk, Polk County, Texas

By Mrs. C. L. Withers Deputy

3⁰⁰

Shell Oil Co.

QUIT CLAIM DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS
COUNTY OF POLK

SHELL ONSHORE VENTURES INC., a Delaware Corporation, whose mailing address is P.O. Box 576, Houston, Texas (hereinafter called "Grantor"), in consideration of the sum of \$10.00 and other valuable consideration, paid by grantee to grantors, the receipt and sufficiency of which are hereby acknowledged, does hereby release and forever quit claim unto _____, whose address is _____ (hereinafter called "Grantee"), all of Grantor's right, title and interest in and to the minerals located in the County of Polk, State of Texas more particularly described in the instruments listed below as follows:

Shell No.	Grantor	Grantee	Date	Recorded
RY50828.T1	Minerva Petroleum Corporation	Shell Oil Company	November 1, 1945	B137 P320

together with all tenements, heritable property, and appurtenances, belonging to the land as well as the reversions, remainders, rents, issues, and profits from the above described property, if any.

THIS Quit Claim Deed IS MADE WITHOUT WARRANTY of any kind, express, statutory or implied, and Grantor is quit claiming its interest, if any, in the minerals WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY WHATSOEVER AS TO TITLE, DESCRIPTION, PHYSICAL CONDITION OF THE PROPERTY (INCLUDING WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY, OR OTHERWISE.

Executed on this ____ day of _____, 2011

Grantor:
SHELL ONSHORE VENTURES INC.
BY: _____
G. T. Tassin
Attorney-in-Fact

STATE OF TEXAS
COUNTY OF HARRIS

G. T. Tassin as Attorney-in-Fact for SHELL ONSHORE VENTURES INC., a Delaware Corporation,
acknowledged the foregoing instrument before me on the _____ day of _____ 2011 on behalf of said
Corporation.

My Commission Expires:

Notary Public for the State of Texas

POOR QUALITY DOCUMENT

- ONE OR MORE PAGES OF THE ORIGINAL DOCUMENT HAVE BEEN SCANNED MULTIPLE TIMES TO CAPTURE STAMPS, LIGHT SIGNATURES OR LOW CONTRAST CHARACTERISTICS.
- ONE OR MORE PAGES OF THE ORIGINAL DOCUMENT WERE CUT OFF.
- ONE OR MORE PAGES OF THE ORIGINAL DOCUMENT HAVE ILLEGIBLE TEXT ON ALL OR PART OF THE PAGE.

R-828
②

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: That,

Minerva Petroleum Corporation, a Texas corporation,
does hereby grant and convey to Shell Oil Company, Incorporated,
without warranty of title, express or implied,
the following described interests:

(1) An undivided one-ninety-sixth (1/96) interest
in and to all the oil, gas and other minerals in and under
and that may be produced from the following described land
situated in the County of Polk, and the State of Texas, to-
wit:

400 acres of land out of the Peter J. Menard Survey,
Abstract No. 50, in Polk County, Texas, more particularly described as follows: BEGINNING at the Northeast corner of the Peter J. Menard Survey, which is also the Northeast corner of the Arch MacDonald 2249 acre tract of which the hereinafter described 400 acre tract is a part; Beginning corner is also on the South line of the Geraldus S. Thomas Survey, and the Northwest corner of the P. A. Sublett Survey; THENCE South along the common East line of the Peter J. Menard Survey and the Arch MacDonald 2249 acre tract, which line is also the West line of the said P. A. Sublett Survey, 600 varas to the Northeast corner of a tract of 426.66 acres previously sold by said Arch MacDonald to the Kirby Lumber Company; THENCE West along the North line of said Kirby Lumber Company 426.66 acre tract, 1266 varas, more or less, to its Northwest corner; THENCE South along the West line of said 426.66 acre tract in the name of Kirby Lumber Company, 1900 varas, more or less, to its Southwest corner in the South line of said Peter J. Menard Survey which line is also the North line of the Joaquin F. de Rumayor Survey; THENCE West along the common line of the said Joaquin F. de Rumayor Survey and the Peter J. Menard Survey, so far that a line projected THENCE North parallel to the East line of the Peter J. Menard Survey to the North line of said Peter J. Menard Survey 2500 varas, more or less, and; THENCE East along the common line of the Geraldus S. Thomas Survey and the Peter J. Menard Survey, to the place of beginning, will enclose and contain exactly Four Hundred (400) acres of land.

Said undivided one-ninety-sixth (1/96) interest (being one-twelfth (1/12) of the usual one-eighth (1/8) royalty) to be included in and with the royalty that accrues or may accrue from the lease now on said lands or from any subsequent lease thereon, in so far as it applies to the above described lands.

(2) An undivided one-forty-eighth (1/48) interest in and to all the oil, gas and other minerals in and under and that may be produced from the following described land situated in the County of Polk, and the State of Texas, to-wit:

Being a part of the P. A. Sublett League in Polk County, Texas, BEGINNING at the Northeast corner of the William Carlyle & Company 271 acre Survey, same being in the North boundary line of said League, stake from which a pine 16" bears South 74 east 8 varas; THENCE South with East line of said 271 acre tract 740 varas to an inner Southwest corner of same, stake from which Beech 14" bears North 85 East 5 varas, Pin Oak 10" bears South 60 West 3-1/2 varas; THENCE East at 400 varas past another Northeast corner of 271 acre tract at 1210 varas, corner in West line of B. Bailey 80 acre Survey, W/O 16" bears North 55 West 4-1/2 varas, W/O 14" bears South 45 West 5 varas; THENCE North with said Bailey's West line 740 varas to his Northwest corner in the North base line of said League, a stake from which Magnolia 8" bears North 62 West 6 varas, a forked Beech 7" bears North 7 West 7 varas; THENCE West with said North base line 1210 varas to the place of beginning, containing 158.48 acres of land.

Said undivided one-forty-eighth (1/48) interest (being one-sixth (1/6) of the usual one-eighth (1/8) royalty) to be included in and with the royalty that accrues or that may accrue from the lease now on said lands or from any subsequent lease thereon, in so far as it applies to the

herein described lands.

It is understood that the interests herein conveyed are royalty interests only and the Grantee shall have no interest in any rentals, bonuses or other revenues or moneys received or derived from the leasing of said lands and neither the Grantee nor its successors or assigns shall have any control over the leasing of the said land for minerals or other purposes and for the purpose of leasing or any other contract for the development of the minerals in said land Arch MacDonald is expressly made the agent of the Grantee and it shall not be necessary to consult the Grantee in any way with respect thereto; but in case oil or gas or other minerals shall at any time hereafter be produced from said land, then and in that event the Grantee shall receive one-ninety-sixth (1/96) of the same as to the 400 acre tract above described and one-forty-eighth (1/48) of the same as to the 158.48 acre tract above described as royalty which shall be directed to the Grantee, its successors or assigns.

TO HAVE AND TO HOLD the above described property together with all and singular the rights and appurtenances thereunto in any wise belonging unto the said Shell Oil Company, Incorporated, its successors and assigns forever without warranty of title, express or implied.

IN WITNESS WHEREOF, Minerva Petroleum Corporation has caused this instrument to be signed by its President

and attested by its Secretary as of the 1st day of April,
1945.

ATTEST:
Allen J. Murray
Secretary

APPROVED

MINERVA PETROLEUM CORPORATION

By *W. S. Noble*
President

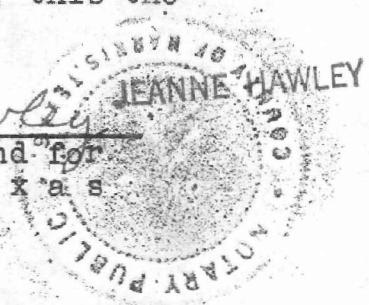
STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared W. S. NOBLE, President of Minerva Petroleum Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

27 GIVEN Under my hand and seal of office, this the day of April, 1945.

Jeanne Hawley
Notary Public in and for
Harris County, Texas



STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 12 day of March 1947 at 8 o'clock a M., and was this day duly recorded at 9 o'clock a M. in Vol. 137 Pages 320, et seq.
Deed

Records of said County.

Witness my hand and official seal at office in Livingston this 12 day of March 1947

J. D. McRae
Clerk, County Court, Polk County, Texas
By Mrs. Estman Deputy.

13680

Roy 828

Minerva Pet Corp

To

Shell Oil Co

Royalty Deed

PROOF READ

FILED FOR RECORD

This 12 day of Mar 1947

At 5 o'clock a M.

J. H. McKEE

County Clerk, Polk County, Texas

By Mrs E. M. Mathews Deputy



2.00

Shell Oil Co

WHEN RECORDED RETURN TO
SHELL OIL COMPANY, Incorporated
LAND DEPARTMENT
HOUSTON AREA
SHELL BUILDING
HOUSTON, TEXAS

-5-

(c) To pay lessor one dollar (\$1.00) per long ton (2240 pounds) on all sulphur mined and marketed or utilized by lessee from said land.

(d) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election.

(e) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land, or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut in, and thereafter this lease may be continued in force as if no shut in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time in this paragraph above specified, all such wells are shut in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each

such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 10 hereof. In event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

5. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

6. The rights and estate of any party hereto may be assigned in whole or in part and as to any mineral. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement or production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same,

howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division.

7. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This paragraph 7 is subject to paragraph 15 hereof which shall prevail in case of conflict.

8. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than twenty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land

included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

9. (a) In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be an admission or presumption that lessee has failed to perform all its obligations hereunder.

(b) Lessee shall not be required to drill any well or wells for the purpose of offsetting, or protecting said land from drainage resulting from, any well or wells which lessee has heretofore drilled, or may hereafter drill on lands which adjoin said land and upon which lessee may now or hereafter hold an oil, gas, and mineral lease from lessor.

10. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

11. (a) Lessee is hereby granted the right, at its option, to pool or unitize, for gas or for gas and liquid

hydrocarbons (condensate) which are not a liquid in the subsurface reservoir, all or any part of said land and of this lease, as to any or all horizons thereunder, with other lands, lease or leases, or portion or portions thereof or horizon or horizons thereunder, so as to establish one or more pooled gas units containing not more than 640 acres plus 10% acreage tolerance per unit. If larger units are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which the lease is recorded. Each of said options may be exercised by lessee from time to time and whether before or after production has been established either on said land or on the portion of said land included in the unit or on other land unitized therewith.

(b) Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. There shall be allocated to the land covered by this lease included in any such unit that proportion of the total production of unitized minerals from wells in the unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, overriding royalty, and any other payments out of production, to be the entire production of unitized minerals

from the portion of said land covered hereby and included in such unit in the same manner as though produced from said land under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas.

(c) The formation of such unit shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. Neither shall it impair the right of lessee to release from this lease all or any portion of said land, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit.

(d) Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 11, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force.

(e) A unit may be so established, modified or dissolved during the life of this lease, but in no event later than twenty (20) years after the date hereof.

12. If at, or after the expiration of the primary term hereof, and while this lease is in force, there is no well on said land, or on lands with which said land or any portion thereof has been unitized, capable of producing oil or gas, and lessee is not conducting operations on said land by reason of (1) any law, order,

rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

13. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

14. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever by, through and under the undersigned respectively, and not otherwise. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. Lessee is hereby given the right to acquire for its own benefit, deeds, leases, or assignments covering any interest or claim in said land which lessee or any other party contends is outstanding and not covered hereby and even though such outstanding interest or claim be invalid or adverse to lessor.

15. It is understood and agreed that lessee owns a royalty amounting to 202/9984 of gross production of oil, gas, and other minerals from said land and said royalty shall be deducted from the royalty payable to lessor as provided in

paragraph 4 hereof. Furthermore, if there be any other instances in which lessor herein has the right to lease an interest in said land but the royalty accruing from that interest is owned by parties other than lessor herein, then such royalty shall be deducted from the royalty payable to lessor as provided in paragraph 4 hereof.

16. This lease shall terminate on the 1st day of July, 1958, unless on or before that date lessee commences operations for the drilling of a well on said land and thereafter drills said well with due diligence to a depth of at least 7800 feet below the surface, or to such lesser depth at which either oil or gas in paying quantities is encountered, or heaving shale, solid salt, abnormal pressure, cavity, igneous material or other material or formation is encountered which renders the further drilling of the well impracticable. If after lessee has so commenced the drilling of such well, the well is lost or required to be abandoned by reason of mechanical or other difficulty occurring therein before the well has reached the depth specified above, then lessee, at its option, may commence the actual drilling of a substitute well within sixty (60) days after the cessation of operations on the previous well, such substitute well to be drilled at a location of lessee's choice on said tract, and such substitute well shall serve to continue lessee's rights hereunder in force and shall be considered and treated for all purposes hereunder the same as though such well were the original well in substitution for which same is drilled.

17. This lease shall be effective as of April 15, 1939, and as to the period prior to October 1, 1949, this lease shall inure to the benefit of Shell Oil Company, Incorporated,

its successors and assigns.

IN TESTIMONY WHEREOF, we sign as of the day and year
first above written.

C. I. Withers

C. I. Withers

B. A. Skipper, Jr.

B. A. Skipper, Jr., individually,
and as independent executor of
the Estate of B. A. Skipper, Sr.,
deceased

Mrs. Mary Skipper

Mrs. Mary Skipper, a widow,
individually and as independent
executrix of the estate of
B. A. Skipper, Sr., deceased

A. O. Newman

A. O. Newman

Sam G. Croom

Sam G. Croom

Fred W. Moore

Fred W. Moore

W. C. McClain

W. C. McClain

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day
personally appeared C. I. Withers, known to me to be the person
whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purposes
and consideration therein expressed.

Given under my hand and seal of office, this the 13th
day of June, 1957.

MARY P. SAYLOR

Mary P. Taylor
Notary Public in and for
Harris County, Texas



STATE OF TEXAS

COUNTY OF Gregg

Before me, the undersigned authority, on this day personally appeared B. A. Skipper, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

5th Given under my hand and seal of office, this the
day of August, 1957.

Otto G Ritter
Notary Public in and for
Gregg County, Texas

STATE OF TEXAS

COUNTY OF Gregg

Before me, the undersigned authority, on this day personally appeared Mrs. Mary Skipper, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

5th Given under my hand and seal of office, this the
day of August, 1957.

Otto G Ritter
Notary Public in and for
Gregg County, Texas

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared A. O. Newman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the
day of June, 1957.



MARY P. SAYLOR - Mary P. Saylor
Notary Public in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Sam G. Croom, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the day of June, 1957.

MARY P. Saylor

Mary P. Saylor
Notary Public in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Fred W. Moore, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of June, 1957.

Jean Lonsford
Notary Public in and for JEAN LONSFORD
Harris County, Texas

STATE OF TEXAS

COUNTY OF Montgomery

Before me, the undersigned authority, on this day personally appeared W. C. McClain, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of June, 1957.

Edith Henry (Edith Henry)
Notary Public in and for
Montgomery County, Texas

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 12 day of September 1957 at 8 o'clock A M., and was this day duly recorded at 8:15 o'clock A M., in Vol. 53 Pages 641 et. seq. Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 13 day of September 1957

J. J. McKeith
Clerk, County Court, Polk County, Texas

By Mina Mae Baker Deputy

2918

T-28445

C. J. Withers et al

to

Sheel air Co

0 & B Lease

FILED FOR RECORD

This 13 day of Sept. 1957

At 8 O'clock A M.

J. H. McKEE
County Clerk, Polk County, Texas

By Mrs C. J. Withers Deputy

7⁰⁰

T-11887

LEASE PURCHASER'S REPORT

WRITTEN AT: COLUMBIA, MISSOURI DATE: 6-22-1936 NAME OF AREA: ACE

RE: All leases in North 1060 ac of Sublett LEASE Polk COUNTY Texas STATE

SHELL PETROLEUM CORPORATION—LAND DEPARTMENT—DALLAS, TEXAS.

(Have you reported this draft information to Dallas Office? No)

I have TODAY issued Sight Draft No. S. 5437 & 5440 to be cashed at once amount \$10.00 each payable to (#5437) Carrie May Marshall and A.R. Marshall; (#5440) Goldie Hulen Hamilton, Darrell J. Hamilton and Granville Hamilton, (see copy of proof of heirship attached) covering 10-yr paid-up lease on all their interest in and to the North 1060 acres of the Philip A. Sublett League, it being that portion allotted Rebecca Kimbrough in the partition of the Henry Roberts Estate containing all interest acres, more or less.

Escrowed in: No escrow Bank of

Who is to furnish abstract? Shell has abstracts

Has properly executed questionnaire signed by all lessors been taken? XX

Does lessor own, or have access to, an abstract? XX

Does questionnaire show title to be reasonably safe? XX
Form of lease: 88 Prod. Date: 6-27-36

Have you borrowed lessor's abstract? XX

Term of lease: 10 yr/ paid-up years. (If not ten years explain below why not.)

Give original amounts of all liens against land together with total amounts unpaid, names and addresses of the holders of the liens: (Make every effort to have all liens against land subordinated to our lease, using proper form.)

Amount of annual rental per acre: None

XXX

Have terms of lease been altered or any changes made whatever? Yes
(If so, explain below why changes were necessary.)

Are ALL changes in lease and assignment initiated by all parties executing same? Yes

Do you consider that the description of the land leased is complete and sufficient to prevent the loss of any acreage and covers any excess? Yes

Does lease contain all-inclusive clause following description? Yes
Have you checked lease and assignment carefully for errors in preparation?Yes
Are all acknowledgments O. K.? YesDoes lease contain full permanent address of lessor? Yes
(If not, show same below.)Is actual consideration shown in instrument conveying title to Shell? Yes
(If not, advise below why not.)

Does instrument conveying title to Shell contain the warranty clause?

Yes
Full permanent post-office address of assignor is: See belowHave you secured subordinations? XX
(If not, explain fully below your reasons for being unable to do so.)

Does lien-holder have abstract? XX

Have you procured letter from lessor to lien-holder authorizing lending of

abstract to us? XX
(This MUST be procured in every instance.)
If you have paid a commission on this purchase, explain under "Remarks," giving the amount, to whom paid or payable, and the necessity for such payment.

REMARKS

Necessary to make changes in lease form since lease taken is a ten (10) year paid-up lease. All changes have been initialed by those who have already signed. The original lease bearing the signatures and acknowledgment of Carrie May Marshall (nee Hamilton) and husband, A.R. Marshall was mailed to Mrs. Goldie Hulen Hamilton Fort Morgan, Colorado (the widow of David LeRoy Hamilton, deceased) who is to sign, acknowledge and forward it on to her two sons, Darrell J., of Minneapolis and Granville, of Boulder, Colorado. These people are the sole heirs-at-law of Henry Franklin Hamilton, deceased, who was a son of Emeline ~~Kimbrough~~ Hamilton, deceased, she being the daughter of Rebecca Kimbrough, nee Roberts, deceased. Lease is being circulated among heirs by airmail and will reach you latter part of this week.

(This space for Dallas office only)

INTEREST.....

SHELL PETROLEUM CORPORATION

ACRES..... COST.....

AREA.....

AUTHORITY No.....

ENTERED ON AUTH. BOOK..... DATE.....

POSTED ON LEASE LEDGER.....

FORMAL REPORT MADE.....

IF NOT A PART OF A REGULAR 640-ACRE SECTION OR A PART OF A LEGAL PLATTED SUBDIVISION OF RECORD THEN SHOW SKETCH OF LEASED PREMISES ON REVERSE OF THIS REPORT.

NOTE: FULL INFORMATION MUST BE GIVEN. FOR SKETCH AND ADDITIONAL ADVICE USE REVERSE "BOTTOM TO TOP."

THE STATE OF ~~Kansas~~ Missouri,
COUNTY OF ~~Randolph~~.

TEXAS SINGLE ACKNOWLEDGMENT
Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, A. D. 193.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS,

TEXAS WIFE'S SEPARATE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ wife of _____ known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said wife, acknowledged the same to be her act and deed, and declared that she had willingly executed 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 the _____ day of _____, A. D. 193.

Notary Public in and for _____ County, Texas.

STATE OF ~~Kansas~~ Missouri,
COUNTY OF ~~Randolph~~.

TEXAS JOINT ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared A. R. Marshall and Carrie May Marshall, 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 20th day of June, A. D. 193.

Wade B. Olson
Notary Public in and for Randolph County, Mo.

My commission expires May 9, 1939

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 27 day of Jan 1953 at 8 o'clock A.M., and was this day duly recorded at 10 o'clock A.M., in Vol. 49 Pages 454.
et seq. Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 6 day of Feb. 1953

J. W. McKee
Clerk, County Court, Polk County, Texas

By Mrs. C. M. Mathews Deputy

A. 1
TH
CO

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Goldie Hulen Hamilton, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of June, A.D., 1936.

Notary Public in and for
County, Colorado.

THE STATE OF MINNESOTA,
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Darrell J. Hamilton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of June, A.D., 1936.

STATE OF LOUISIANA,

PARISH OF.....

personally came and appeared.

me, said authority, and.....

that.....he.....the identical person.....who executed the foregoing instrument in writing, that the signature.....thereto.....own true and genuine signature....., and that.....he.....executed said instrument of.....own free will....., and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses; who have hereunto subscribed their names, together with said appearer....., and me, said Notary, after reading the whole.

WITNESSES:

Notary Public in and for Parish, Louisiana.

STATE OF LOUISIANA,

PARISH OF.....

LOUISIANA WITNESS ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared.....

to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows.....

the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw.....sign the same as.....subscribed his name to the voluntary act and deed, and that he, the said....., at the same time as an attesting witness.

Sworn to and subscribed before me, this.....day of....., 19.....

Notary Public in and for Parish, Louisiana.

(Affiant)

C-88 REVISED

No.

Oil, Gas and Mineral Lease

FROM

Carrie May Marshall

TO
Shell Petroleum Corp.

Dated....., 19.....

No. Acres.....

County, Texas

Parish, La.

Term.....

This instrument was filed for record on the....., 19....., at.....

day of....., 19....., at.....

o'clock.....a.m. and duly recorded

Book....., Page.....

of Records of this office.

J. J. McVee

County Clerk
or Recorder

By Maria May Baker

Deputy.....

When Recorded return to
WHEN RECORDED RETURN TO

SHELL OIL COMPANY, Incorporated

LAND DEPARTMENT

HOUSTON AREA

SHELL BUILDING

HOUSTON, TEXAS

OIL, GAS, AND MINERAL LEASE

AGREEMENT, made and entered into the 15th day of May, 1957, by and between C. I. Withers of Jefferson County, Texas, Fred W. Moore, Sam G. Croom, and A. O. Newman of Harris County, Texas, Mrs. Mary Skipper, a widow, individually and as independent executrix of the Estate of B. A. Skipper, Sr., deceased, and B. A. Skipper, Jr., individually and as independent Executor of the Estate of B. A. Skipper, Sr., deceased, of Gregg County, Texas, W. C. McClain of Montgomery County, Texas, hereinafter called lessor (whether one or more) and Shell Oil Company, hereinafter called lessee:

JL
JF
JU

WITNESSETH: 1. Lessor, in consideration of Ten Dollars (\$10), receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Polk, State of Texas, and is described as follows:

Being twenty (20) acres of land, more or less, situated in the Schwab Ace Field, sometimes known as the South Schwab Oil Field, and sometimes known as the Schwab-Wilcox Oil Field, Polk County, Texas, and more particularly described as follows:

COMMENCING at a point marking the center of that certain oil well commonly known as the Shell Kirby West Lumber Co. No. 2 Well;

THENCE South 89 deg. 59' West a distance of 193.4 feet to the BEGINNING POINT on the west line of the herein described tract;

THENCE South 00 deg. 01' East a distance of 313.6 feet to the southwest corner of the herein described tract;

THENCE North 89 deg. 59' East a distance of 650.0 feet to the southeast corner of the herein described tract;

THENCE North 00 deg. 01' West parallel with the west line a distance of 1340.30 feet to the northeast corner of the herein described tract;

THENCE South 89 deg. 59' West parallel with the south line a distance of 650.0 feet to the northwest corner of the herein described tract;

THENCE South 00 deg. 01' East parallel with the east line of the herein described tract a distance of 1026.7 feet to the PLACE OF BEGINNING and containing 20 acres of land, more or less.

Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 20 acres, whether actually containing more or less; and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term from the date hereof until the 1st day of June, 1967, herein-after called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation

for more than ninety (90) consecutive days.

3. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur, or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities, and whether same be in connection with a well heretofore or hereafter drilled.

4. As royalty, lessee covenants and agrees:

(a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-sixth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-sixth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-sixth of the cost of treating oil to render it marketable pipe line oil.

(b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-sixth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, then lessor shall be paid either (i) the market value at the well of one-sixth of such gas or casinghead gas or (ii) at lessor's option if such gas or casinghead gas is used in the manufacture of gasoline or other products in a plant located within five miles of said land, one-sixth (1/6) of whatever net moneys, property, or other things of value lessee shall receive from the manufacture of gasoline or other products out of said gas at said plant after deduction of all transportation and

manufacturing costs, if any, including reasonable depreciation of the plant facilities.

(c) To pay lessor one dollar (\$1.00) per long ton (2240 pounds) on all sulphur mined and marketed or utilized by lessee from said land.

(d) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election.

(e) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land, or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut in, and thereafter this lease may be continued in force as if no shut in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time in this paragraph above specified, all such wells are shut in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the

end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 10 hereof. In event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

5. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

6. The rights and estate of any party hereto may be assigned in whole or in part and as to any mineral. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or

division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division.

7. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided.

8. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than twenty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have

such easements on said land as are necessary to operations on the acreage so retained.

9. (a) In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be an admission or presumption that lessee has failed to perform all its obligations hereunder.

(b) Lessee shall not be required to drill any well or wells for the purpose of offsetting, or protecting said land from drainage resulting from, any well or wells which lessee has heretofore drilled, or may hereafter drill on lands which adjoin said land and upon which lessee may now or hereafter hold an oil, gas, and mineral lease from lessor.

10. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

11. (a) Lessee is hereby granted the right, at its option, to pool or unitize, for gas or for gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface

reservoir, all or any part of said land and of this lease, as to any or all horizons thereunder, with other lands, lease or leases, or portion or portions thereof or horizon or horizons thereunder, so as to establish one or more pooled gas units containing not more than 640 acres plus 10% acreage tolerance per unit. If larger units are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which the lease is recorded. Each of said options may be exercised by lessee from time to time and whether before or after production has been established either on said land or on the portion of said land included in the unit or on other land unitized therewith.

(b) Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. There shall be allocated to the land covered by this lease included in any such unit that proportion of the total production of unitized minerals from wells in the unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, overriding royalty, and any other payments out of production, to be the entire production of unitized minerals from

the portion of said land covered hereby and included in such unit in the same manner as though produced from said land under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas.

(c) The formation of such unit shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. Neither shall it impair the right of lessee to release from this lease all or any portion of said land, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit.

(d) Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 11, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force.

(e) A unit may be so established, modified or dissolved during the life of this lease, but in no event later than twenty (20) years after the date hereof.

12. If at, or after the expiration of the primary term hereof, and while this lease is in force, there is no well on said land, or on lands with which said land or any portion thereof has been unitized, capable of producing oil or gas, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be

invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

13. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

14. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever by, through and under the undersigned respectively, and not otherwise. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. Lessee is hereby given the right to acquire for its own benefit, deeds, leases, or assignments covering any interest or claim in said land which lessee or any other party contends is outstanding and not covered hereby and even though such outstanding interest or claim be invalid or adverse to lessor.

15. This lease shall be effective as of July 8, 1940, and as to the period prior to October 1, 1949, this lease shall inure to the benefit of Shell Oil Company, Incorporated, its

successors and assigns.

IN TESTIMONY WHEREOF, we sign as of the day and year
above written.

C. I. Withers

C. I. Withers

B. A. Skipper Jr.

B. A. Skipper, Jr., individually
and as independent executor of
the estate of B. A. Skipper, Sr.,
deceased

Mrs. Mary Skipper.

Mrs. Mary Skipper, a widow,
individually and as independent
executrix of the estate of
B. A. Skipper, Sr., deceased

A. O. Newman

A. O. Newman

Sam G. Croom

Sam G. Croom

Fred W. Moore

Fred W. Moore

W. C. McClain

W. C. McClain

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared C. I. Withers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of June, 1957.

MARY P. Saylor

Mary P. Saylor
Notary Public in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF Gregg

Before me, the undersigned authority, on this day personally appeared B. A. Skipper, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 5th day of August, 1957.

Ott G. Retter
Notary Public in and for
Gregg County, Texas

STATE OF TEXAS

COUNTY OF Gregg

Before me, the undersigned authority, on this day personally appeared Mrs. Mary Skipper, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 5th day of August, 1957.

Ott G. Retter
Notary Public in and for
Gregg County, Texas

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared A. O. Newman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of June, 1957.

MARY P. SAYLOR

Mary P. Saylor
Notary Public in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Sam G. Croom, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of June, 1957.

MARY P. SAYLOR

Mary P. Saylor
Notary Public in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Fred W. Moore, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of June, 1957.

Jean Lonsford
Notary Public in and for JEAN
Harris County, Texas LONSFORD

STATE OF TEXAS

COUNTY OF Montgomery

Before me, the undersigned authority, on this day personally appeared W. C. McClain, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of June, 1957.

Edith Henry (Edith Henry)
Notary Public in and for
Montgomery County, Texas

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 13th day of September 1957 at 8 o'clock A M., and was this day duly recorded at 8:10 o'clock A M., in Vol. 53 Pages 632 et seq. Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 13 day of September 1957

J. J. M. Lee
Clerk, County Court, Polk County, Texas

By Nina Mae Baker Deputy

T-28447

C. J. Withers et al

70

Shell Air Co

Oil & Gas Lease

FILED FOR RECORD

This 12 day of September 1957

At 8 O'clock A.M.

J. H. McKEE

County Clerk, Folk County, Texas

By Mrs. C. H. McDaniel Deputy

650

Shell

T16368 #2

THE STATE OF TEXAS
COUNTY OF POLK

THIS AGREEMENT made and entered into on this the 14th day of December, A. D. 1938, by and between Clark Davis and S. H. Bergman, of the City of Livingston, Polk County, Texas, hereinafter called "Lessors", and Geo. L. Peyton and W. M. Peyton of the County of Limestone, State of Texas, hereinafter called "Lessees".

W I T N E S S E T H:

That the said Lessors, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, cash to them in hand paid, the receipt of which is hereby acknowledged, and of the further consideration of the royalties as hereinafter provided, and of the covenants and agreements hereinafter contained on the part of the Lessees, to be paid, kept and performed, have DEMISED, LEASED and LET, and by these presents do DEMISE, LEASE and LET unto the said Lessees for the sole and only purpose of exploring, prospecting, (by geophysical methods or otherwise), drilling, mining and operating for and producing oil and gas, laying pipe lines, building tanks, power stations, telephone and telegraph lines, and other structures thereon, to produce and save and take care of said products, all that certain tract or parcel of land lying and being situated in the County of Polk, State of Texas, to-wit:

Being that certain tract or parcel of land situated in Polk County, Texas, being 271 acres in the Northwest corner of the P. A. Sublett League, Abstract No. 71, described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Sublett League;

THENCE East along the N.E. line of said League 835 varas to corner, the same being the N.W. corner of a 790 acre survey made for L. Fowler and others;

THENCE South along the W.B. line of said Fowler Survey 740 vrs. to an inner corner of the same;

THENCE East with the line of said Fowler tract 400 vrs. to corner;

THENCE South with the line of said Fowler tract 740 vrs. to the S.W. corner of said Fowler tract;

THENCE West 1235 vrs. to corner in the W. B. line of the Sublett League, the same being the E.B. line of the Peter J. Menard League;

THENCE North along said League line 1480 vrs. to the place of beginning. Save and except therefrom the following:

(a) Ten (10) acres of land described as follows:

BEGINNING 180 varas West from the Southeast corner of a 271 acre tract out of the P. A. Sublett League in Polk County, Texas, from which a Magnolia 24 inches in diameter brs. N. 6 E. 2.4 varas, and a Magnolia 16 inches in diameter brs. S. 60.5 West 10-3/4 varas;

THENCE North 237.6 varas to a stake for corner, from which a pin oak 12 inches in diameter brs. S. 28 E. 10.9 varas, and a pin oak 14 inches in diameter brs. N. 12 E. 5.5 varas;

THENCE West 237.6 varas to a stake for corner, from which a pin oak 14 inches in diameter brs. N. 53 E. 11.3 varas, and a pin oak 12 inches in diameter brs. N. 44 E. 10 varas;

THENCE South 237.6 varas to a stake for corner in the South line of said 271 acre tract, from which a Magnolia 18 inches in diameter brs. N. 11 E 6.5 varas, and a Beach 12 inches in diameter brs. N 68 $\frac{1}{2}$ E. 6 varas.

THENCE East along and with the South line of said 271 acre tract 237.6 varas to the Place of beginning, containing 10 acres of land, more or less.

(b) Ten (10) acres of land described as follows:

BEGINNING at the producing well drilled by Dick Schwab and known as Dick Schwab A-1 well, on the P. A. Sublett League;

THENCE running East 330 feet to the most northerly east line of the 160 acres tract leased to Dick Schwab for the beginning of this 10 acres tract;

THENCE North with said line 331 feet to point for the northeast corner of this 10 acres tract;

THENCE West at right angles 662 feet to point for the Northwest corner of this 10 acres tract;

THENCE South at right angles 662 feet to point for Southwest corner of this 10 acres tract;

THENCE East at right angles 662 feet to point for Southeast corner of this 10 acres tract;

THENCE North 331 feet to the place of beginning, containing 10 acres.

2.

Subject to the other provisions herein contained, this lease shall be for a term of twelve months from this date (called "primary term") and as long thereafter as oil or gas continues to be produced from said land under this lease in paying quantities.

3.

In consideration of the premises, Lessees covenant and agree

to pay to Lessors, the following royalties:

(a) On oil one-sixth (1/6) of that produced and saved from said land, the same to be delivered, free of cost to Lessors, into the pipe line, or other receptacle, to which the Lessees may connect their wells, or, at Lessors' option, may be sold at same price and with Lessees' oil, or at Lessor's option, shall be delivered, free of cost, charges and expenses to Lessors, at the well or wells, in tanks or other receptacles by the Lessors provided.

(b) On gas, including casinghead gas, or other vaporous or gaseous substances produced from said lands, the following: In case Lessees shall use gas in the manufacture of gasoline, or other products therefrom, a one-sixth (1/6) of the market value at the plant of the gasoline, or other products manufactured therefrom, quantity or product to be ascertained in a manner recognized in the industry; in case Lessees shall sell gas at the wells, one-sixth (1/6) of the gross amount realized from such sales, and in all other cases, when sold or used off the premises, the market price at the wells of one-sixth (1/6) of the gas so sold or used.

4.

The market value referred to above, of said oil, shall be the highest market price prevailing for the respective days on which runs are made to the pipe lines or storage for Texas Gulf Coast crude of similar grade, quantity and quality to that produced and saved under this lease.

5.

If oil or gas has not been produced in paying quantities from the lands covered by this lease within twelve months from date hereof, this lease contract shall terminate as to all parties, unless Lessees are actually drilling a well upon said land at that time, and in that event upon completion of said well as a dry hole.

6.

If, as a result of drilling by Lessees under this lease, oil or gas be produced in paying quantities from the lands covered by this contract, then this lease shall remain in full force and effect so long as such production continues; provided, thereafter, Lessees shall continue to drill wells thereon and develop said premises covered by this

lease in a businesslike manner, and as a reasonable prudent operator would drill wells and develop the same to protect the land described herein from drainage.

7.

In the event a well or wells producing oil or gas in paying quantities shall be brought in on any other land, and within 466 feet of any line of the leased premises, Lessees shall commence the actual drilling of an offset well thereto, within ninety (90) days from the date of the completion of such well, and shall drill such offset well with due diligence and as a careful and prudent operator of the leased premises, having no interest in the well or wells to be offset, would drill under the same and similar circumstances, and/or the Lessees may at their option pay delay royalty to the Lessors; The amount of delay royalty to be paid shall be 1/6 of all oil and/or gas produced from any such offset wells on adjoining tracts at the highest prevailing market price for the time which has elapsed over and above the ninety (90) day period.

8.

It is agreed that settlement for all payments out of production for all royalties, except delivery in kind, shall be made monthly, on or before the 15th day of each calendar month, for the amounts accruing during the preceding month.

9.

If Lessors Clark Davis, and S. H. Bergman, own a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid the said Lessors only in the proportion which their interest bears to the whole and undivided fee.

10.

If the within lease is for any cause terminated as to the whole or as to any portion of the land covered hereby, Lessees agree to deliver to Lessors a good and sufficient release of said land in so far, but only in so far, as it covers or pertains to such land or parts of land as to which said lease is terminated.

11.

In case of the surrender of this lease or the forfeiture thereof, in whole or in part, or the expiration of the rights of Lessees for any reason and as to any part or parts of the whole of the land hereby leased, Lessees, their heirs and assigns, shall have sixty (60) days after the expiration, surrender or forfeiture thereof within which to remove all machinery, pipe lines, casing, pumps, tanks, telephone poles and telegraph lines and all other property whatsoever which the Lessees, their heirs or assigns, may have placed upon said land.

12.

Lessees shall have free use of oil and gas produced from the land covered by this lease, and water from said land, except water from Lessors' wells, in developing the same for oil and gas and producing the same therefrom, and in treating the oil produced therefrom to make it marketable, and any oil and gas so used shall be deducted before computing the royalties and other payments from production payable to Lessors.

13.

Lessors shall have the right to have, when requested, daily drilling reports, copies of the logs, samples of all cores and reports of production of all wells drilled by Lessees on the land covered by this lease or on adjoining land, the right to be present at any and all reasonable times to inspect any and all such drilling operations and to inspect such of Lessees' records of the use and sale of gas on or off the premises, or sale of oil, as are pertinent to the proper determination of Lessors' royalty interests therein, or other payments due hereunder, or its or their proceeds, and all these rights may be exercised by Lessors in person or through their representatives thereunto duly authorized in writing.

14.

It is expressly agreed that during the life of this lease Lessors shall pay all taxes of every kind levied and assessed upon or against all or any part of the oil or gas in or under said land or the production thereof and all increase in taxes on the land resulting from the prospecting for or discovery or production of oil or gas therefrom.

15.

It is agreed that the estate of either party hereto may be

assigned in whole or in part, but it is expressly understood and agreed that all of the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors and administrators, successors or assigns, but no change in the ownership of said land or assignment of royalties or any part thereof, shall be binding upon the Lessees until after the Lessees have been furnished with a written transfer or assignment or a true copy thereof. It is further expressly understood and agreed that no assignment of this lease in whole or in part, shall release Lessees from any of its obligations.

16.

Lessees shall have the right at any time to redeem for Lessors, by payment, any mortgage, taxes or other liens upon the leased premises in the event of default in the payment thereof by Lessors and be subrogated to the rights of the holder thereof.

17.

Anything herein to the contrary, notwithstanding, it is distinctly understood that lessee claims a lease under a chain of title adverse to lessors herein, and by accepting this lease lessee does not confirm or limit his right to the title of the aforesaid lessors as against other parties under whom it already claims; also, this precautionary measure of accepting a lease from the aforesaid claimants (lessors herein) shall not be construed as prejudicing or in derogation of the rights of other parties executing leases to lessee. Also, in accepting this lease, lessee does not recognize that lessors have any title superior to the other parties who are claiming adversely to lessors; and the Lessors in the execution of this lease do not recognize that the Lessee has any title superior to the Lessors from any such Parties who are claiming adversely to them.

IN WITNESS WHEREOF, the parties hereunto have executed this original for all purposes, on this the 10th day of January, A.D. 1939 ✓

Leslie Payton
W. M. D. Jr.
Lessees

Clark Davis ✓
S. H. Bergman ✓
Lessors

THE STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, Faye Bandy, a Notary Public in and for said County and State, on this day personally appeared Clark Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of January, A.D. 1939.

Faye Bandy
Notary Public in and for Polk County,
Texas.

THE STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Geo. L. Peyton and W. M. Peyton, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of January, A.D. 1939.

Faye Bandy
Notary Public in and for Polk County,
Texas.

THE STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared S. H. Bergman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th, day of January, A.D. 1939.

Faye Bandy
Notary Public in and for Polk County,
Texas.



STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 4th day of Feb 1939 at 1: 45 o'clock P M., and was this day duly recorded at 9: 15 o'clock A M., in Vol. 21 Pages 282, et seq., Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston, this 6th day of Feb 1939.

J. D. McKee
Clerk County Court Polk County, Texas.

By Mrs. A. Matthews Deputy.

1-16 368
158
Clark Davis, et al
to
his L. Beyton, et al
Oil and Gas Lease

PROOF READ

FILED FOR RECORD

This 4th day
of Feb A.D. 1939
At 1: 45 o'clock P.M.
J. D. McKee
Clerk County Court, Polk County, Texas
By Mrs. A. Matthews
Deputy

10
3

Oyston Bros
Repairs Dept

T16368 #2

THE STATE OF TEXAS
COUNTY OF POLK

THIS AGREEMENT made and entered into on this the 14th day of December, A. D. 1938, by and between Clark Davis and S. H. Bergman, of the City of Livingston, Polk County, Texas, hereinafter called "Lessors", and Geo. L. Peyton and W. M. Peyton of the County of Limestone, State of Texas, hereinafter called "Lessees".

W I T N E S S E T H:

That the said Lessors, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, cash to them in hand paid, the receipt of which is hereby acknowledged, and of the further consideration of the royalties as hereinafter provided, and of the covenants and agreements hereinafter contained on the part of the Lessees, to be paid, kept and performed, have DEMISED, LEASED and LET, and by these presents do DEMISE, LEASE and LET unto the said Lessees for the sole and only purpose of exploring, prospecting, (by geophysical methods or otherwise), drilling, mining and operating for and producing oil and gas, laying pipe lines, building tanks, power stations, telephone and telegraph lines, and other structures thereon, to produce and save and take care of said products, all that certain tract or parcel of land lying and being situated in the County of Polk, State of Texas, to-wit:

Being that certain tract or parcel of land situated in Polk County, Texas, being 271 acres in the Northwest corner of the P. A. Sublett League, Abstract No. 71, described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Sublett League;

THENCE East along the N.E. line of said League 835 varas to corner, the same being the N.W. corner of a 790 acre survey made for L. Fowler and others;

THENCE South along the W.B. line of said Fowler Survey 740 vrs. to an inner corner of the same;

THENCE East with the line of said Fowler tract 400 vrs. to corner;

THENCE South with the line of said Fowler tract 740 vrs. to the S.W. corner of said Fowler tract;

THENCE West 1235 vrs. to corner in the W. B. line of the Sublett League, the same being the E.B. line of the Peter J. Menard League;

THENCE North along said League line 1480 vrs. to the place of beginning. Save and except therefrom the following:

(a) Ten (10) acres of land described as follows:

BEGINNING 180 varas West from the Southeast corner of a 271 acre tract out of the P. A. Sublett League in Polk County, Texas, from which a Magnolia 24 inches in diameter brs. N. 6 E. 2.4 varas, and a Magnolia 16 inches in diameter brs. S. 60.5 West 10-3/4 varas;

THENCE North 237.6 varas to a stake for corner, from which a pin oak 12 inches in diameter brs. S. 28 E. 10.9 varas, and a pin oak 14 inches in diameter brs. N. 12 E. 5.5 varas;

THENCE West 237.6 varas to a stake for corner, from which a pin oak 14 inches in diameter brs. N. 53 E. 11.3 varas, and a pin oak 12 inches in diameter brs. N. 44 E. 10 varas;

THENCE South 237.6 varas to a stake for corner in the South line of said 271 acre tract, from which a Magnolia 18 inches in diameter brs. N. 11 E 6.5 varas, and a Beach 12 inches in diameter brs. N 68 $\frac{1}{2}$ E. 6 varas.

THENCE East along and with the South line of said 271 acre tract 237.6 varas to the Place of beginning, containing 10 acres of land, more or less.

(b) Ten (10) acres of land described as follows:

BEGINNING at the producing well drilled by Dick Schwab and known as Dick Schwab A-1 well, on the P. A. Sublett League;

THENCE running East 330 feet to the most northerly east line of the 160 acres tract leased to Dick Schwab for the beginning of this 10 acres tract;

THENCE North with said line 331 feet to point for the northeast corner of this 10 acres tract;

THENCE West at right angles 662 feet to point for the Northwest corner of this 10 acres tract;

THENCE South at right angles 662 feet to point for Southwest corner of this 10 acres tract;

THENCE East at right angles 662 feet to point for Southeast corner of this 10 acres tract;

THENCE North 331 feet to the place of beginning, containing 10 acres.

2.

Subject to the other provisions herein contained, this lease shall be for a term of twelve months from this date (called "primary term") and as long thereafter as oil or gas continues to be produced from said land under this lease in paying quantities.

3.

In consideration of the premises, Lessees covenant and agree

to pay to Lessors, the following royalties:

(a) On oil one-sixth (1/6) of that produced and saved from said land, the same to be delivered, free of cost to Lessors, into the pipe line, or other receptacle, to which the Lessees may connect their wells, or, at Lessors' option, may be sold at same price and with Lessees' oil, or at Lessor's option, shall be delivered, free of cost, charges and expenses to Lessors, at the well or wells, in tanks or other receptacles by the Lessors provided.

(b) On gas, including casinghead gas, or other vaporous or gaseous substances produced from said lands, the following: In case Lessees shall use gas in the manufacture of gasoline, or other products therefrom, a one-sixth (1/6) of the market value at the plant of the gasoline, or other products manufactured therefrom, quantity or product to be ascertained in a manner recognized in the industry; in case Lessees shall sell gas at the wells, one-sixth (1/6) of the gross amount realized from such sales, and in all other cases, when sold or used off the premises, the market price at the wells of one-sixth (1/6) of the gas so sold or used.

4.

The market value referred to above, of said oil, shall be the highest market price prevailing for the respective days on which runs are made to the pipe lines or storage for Texas Gulf Coast crude of similar grade, quantity and quality to that produced and saved under this lease.

5.

If oil or gas has not been produced in paying quantities from the lands covered by this lease within twelve months from date hereof, this lease contract shall terminate as to all parties, unless Lessees are actually drilling a well upon said land at that time, and in that event upon completion of said well as a dry hole.

6.

If, as a result of drilling by Lessees under this lease, oil or gas be produced in paying quantities from the lands covered by this contract, then this lease shall remain in full force and effect so long as such production continues; provided, thereafter, Lessees shall continue to drill wells thereon and develop said premises covered by this

lease in a businesslike manner, and as a reasonable prudent operator would drill wells and develop the same to protect the land described herein from drainage.

7.

In the event a well or wells producing oil or gas in paying quantities shall be brought in on any other land, and within 466 feet of any line of the leased premises, Lessees shall commence the actual drilling of an offset well thereto, within ninety (90) days from the date of the completion of such well, and shall drill such offset well with due diligence and as a careful and prudent operator of the leased premises, having no interest in the well or wells to be offset, would drill under the same and similar circumstances, and/or the Lessees may at their option pay delay royalty to the Lessors; The amount of delay royalty to be paid shall be 1/6 of all oil and/or gas produced from any such offset wells on adjoining tracts at the highest prevailing market price for the time which has elapsed over and above the ninety (90) day period.

8.

It is agreed that settlement for all payments out of production for all royalties, except delivery in kind, shall be made monthly, on or before the 15th day of each calendar month, for the amounts accruing during the preceding month.

9.

If Lessors Clark Davis, and S. H. Bergman, own a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid the said Lessors only in the proportion which their interest bears to the whole and undivided fee.

10.

If the within lease is for any cause terminated as to the whole or as to any portion of the land covered hereby, Lessees agree to deliver to Lessors a good and sufficient release of said land in so far, but only in so far, as it covers or pertains to such land or parts of land as to which said lease is terminated.

11.

In case of the surrender of this lease or the forfeiture thereof, in whole or in part, or the expiration of the rights of Lessees for any reason and as to any part or parts of the whole of the land hereby leased, Lessees, their heirs and assigns, shall have sixty (60) days after the expiration, surrender or forfeiture thereof within which to remove all machinery, pipe lines, casing, pumps, tanks, telephone poles and telegraph lines and all other property whatsoever which the Lessees, their heirs or assigns, may have placed upon said land.

12.

Lessees shall have free use of oil and gas produced from the land covered by this lease, and water from said land, except water from Lessors' wells, in developing the same for oil and gas and producing the same therefrom, and in treating the oil produced therefrom to make it marketable, and any oil and gas so used shall be deducted before computing the royalties and other payments from production payable to Lessors.

13.

Lessors shall have the right to have, when requested, daily drilling reports, copies of the logs, samples of all cores and reports of production of all wells drilled by Lessees on the land covered by this lease or on adjoining land, the right to be present at any and all reasonable times to inspect any and all such drilling operations and to inspect such of Lessees' records of the use and sale of gas on or off the premises, or sale of oil, as are pertinent to the proper determination of Lessors' royalty interests therein, or other payments due hereunder, or its or their proceeds, and all these rights may be exercised by Lessors in person or through their representatives thereunto duly authorized in writing.

14.

It is expressly agreed that during the life of this lease Lessors shall pay all taxes of every kind levied and assessed upon or against all or any part of the oil or gas in or under said land or the production thereof and all increase in taxes on the land resulting from the prospecting for or discovery or production of oil or gas therefrom.

15.

It is agreed that the estate of either party hereto may be

assigned in whole or in part, but it is expressly understood and agreed that all of the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors and administrators, successors or assigns, but no change in the ownership of said land or assignment of royalties or any part thereof, shall be binding upon the Lessees until after the Lessees have been furnished with a written transfer or assignment or a true copy thereof. It is further expressly understood and agreed that no assignment of this lease in whole or in part, shall release Lessees from any of its obligations.

16.

Lessees shall have the right at any time to redeem for Lessors, by payment, any mortgage, taxes or other liens upon the leased premises in the event of default in the payment thereof by Lessors and be subrogated to the rights of the holder thereof.

17.

Anything herein to the contrary, notwithstanding, it is distinctly understood that lessee claims a lease under a chain of title adverse to lessors herein, and by accepting this lease lessee does not confirm or limit his right to the title of the aforesaid lessors as against other parties under whom it already claims; also, this precautionary measure of accepting a lease from the aforesaid claimants (lessors herein) shall not be construed as prejudicing or in derogation of the rights of other parties executing leases to lessee. Also, in accepting this lease, lessee does not recognize that lessors have any title superior to the other parties who are claiming adversely to lessors; and the Lessors in the execution of this lease do not recognize that the Lessee has any title superior to the Lessors from any such Parties who are claiming adversely to them.

IN WITNESS WHEREOF, the parties hereunto have executed this original for all purposes, on this the 10th day of January, A.D. 1939 ✓

Leslie Payton
W. M. D. Jr.
Lessees

Clark Davis X
S. H. Bergman X
Lessors

THE STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, Faye Bandy, a Notary Public in and for said County and State, on this day personally appeared Clark Davis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of January, A.D. 1939.

Faye Bandy
Notary Public in and for Polk County,
Texas.

THE STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Geo. L. Peyton and W. M. Peyton, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of January, A.D. 1939.

Faye Bandy
Notary Public in and for Polk County,
Texas.

THE STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared S. H. Bergman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th, day of January, A.D. 1939.

Faye Bandy
Notary Public in and for Polk County,
Texas.



STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 4th day of Feb 1939 at 1: 45 o'clock P M., and was this day duly recorded at 9: 15 o'clock A M., in Vol. 21 Pages 282, et seq., Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston, this 6th day of Feb 1939.

J. D. McKee
Clerk County Court Polk County, Texas.

By Mrs. A. Matthews Deputy.

1-16 368
158
Clark Davis, et al
to
his L. Beyton, et al
Oil and Gas Lease

PROOF READ

FILED FOR RECORD

This 4th day
of Feb A.D. 1939
At 1: 45 o'clock P.M.
J. D. McKee
Clerk County Court, Polk County, Texas
By Mrs. A. Matthews
Deputy

10
3

Oyston Bros
Repairs Legs

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into the 23rd day of June, 1936 by and between James Henry Hamilton, Fannie Elizabeth Lewis and husband, Ira Lewis, of Randolph County, Missouri, and Samuel N. Hamilton, Maggie Mae Dillinger and husband, O.S. Dillinger, of Kansas City, Missouri.

SHELL PETROLEUM CORPORATION ————— hereinafter called lessor (whether one or more), and hereinafter called lessee:

1. WITNESSETH: That the said lessor, for and in consideration of 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 of 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 employees, all that certain tract of land situated in the

County

Polk

Dollars

Forty and No/100- - - - - (\$40.00)-

State of Texas described as follows, to-wit: One thousand and sixty (1,060) acres of land, more or less, being a part of the P.A. Sublett League in Polk County, Texas, and being the same tract set apart to Rebecca Kimbrough by the Probate Court of San Augustine County, Texas in the partition of the estate of Henry Roberts, deceased, as shown in the Commissioners' Report dated October 2nd, 1866, to which report reference is here made for a more perfect description.

2. For the purpose of determining the amount of any money payment hereunder, said lease shall be considered to comprise 1060 acres, even though it actually comprises more or less, but it is Lessor's intention to lease, and Lessor does lease hereby, in addition to the land above described, all of the land and interests in land owned or claimed by Lessor by limitation or otherwise and located in said sections, grants, leagues and surveys, or adjoining sections, grants, leagues or surveys, and Lessor accepts the bonus as a lump sum ~~as full and complete consideration therefor~~ as full and complete consideration therefor, and Lessor expressly agrees to deliver to Lessee any supplemental instrument deemed necessary or requested by Lessee for a more complete or accurate description of said land.

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 shall be held to be a producing well under paragraph "3" hereof. While gas from any well producing gas only is being used or sold by lessee, lessor may have enough of such gas for all stoves and inside lights in the principal dwelling house on said land by making lessor's own connections with the well at lessor's own risk and expense.

(C) To pay lessor as royalty for gas produced from any oil well and used by lessee for the manufacture of gasoline, one-eighth of the market value of such gas at the wells. If such gas is sold by lessee, then lessee agrees to pay lessor, as royalty, one-eighth of the net proceeds derived from the sale of said casinghead gas at the wells.

(D) To pay lessor Fifty Cents (50c) per long ton (2240 pounds) on all sulphur produced and marketed from the land hereby leased.

(E) To pay lessor on all other minerals mined and marketed by lessee from the leased premises one-tenth either in kind or value at the well or mine at lessee's election.

5. If operations for drilling a well or excavating a mine be not commenced on said land on or before the day of, 103, this lease shall terminate as to both parties, unless lessor on or before that date shall pay or tender by the check or draft of lessee, to lessor, or to lessor's credit in the

Bank of

or its successors

Bank of

or its successors

which shall continue as the depository, regardless of changes in ownership of said land, the sum of which shall operate as rental and carry the privilege of deferring commencement of operations for the drilling of a well or excavating a mine for twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of such operations may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

6. If on any rental date there be neither operations in progress for the drilling of a well or excavating a mine on said land, nor production therefrom, because of voluntary shutdown or for any other reason, this lease shall terminate, unless lessee on or before said date shall make or resume the payment of rentals as herein set forth; provided if such operations be abandoned within a period of ninety (90) days prior to any rental date or if production ceases within such ninety (90) days' period, lessee shall have a period of ninety (90) days after such abandonment of operations or cessation of production within which to commence or working operations or operations for the drilling of another well or excavating a mine, or within which to make said rental payment, and the commencement of such operations or the payment of such rental within said ninety (90) days period shall have the same force and effect as though made or paid on or before said rental date.

7. If, at the expiration of the primary term of this lease neither oil, gas, sulphur nor other mineral is being produced on the leased premises, but lessee is then engaged in drilling for oil or gas or mining for sulphur or other minerals, then this lease shall continue in force so long as drilling or mining operations are being continuously prosecuted on the leased premises; and drilling or mining operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well or mine and the beginning of operations for the drilling of a subsequent well or excavating of a subsequent mine. If oil, gas, sulphur or other minerals shall be discovered and produced from any such well or wells drilling or being drilled or sulphur or other minerals discovered and produced from any mine or mines excavated or being excavated at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas, sulphur or other minerals shall be produced from the leased premises.

8. It is specially agreed that in event oil, gas, sulphur or other minerals, is being produced or is obtained from said premises after the expiration of the primary term hereof and said production shall for any reason cease or terminate, lessee shall have the right at any time within ninety (90) days from the cessation of such production to resume drilling or mining operations in the effort to make said leased premises again produce oil, gas, sulphur or other minerals, in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph, and if they result in production of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals is produced from the premises.

9. If said lessor owns a less interest in the leased premises than the entire and undivided fee simple estate, or no interest therein, then the royalties, etc., and other moneys herein provided for shall be paid lessor only in the proportion which lessor's interest, if any, bears to the whole and undivided fee.

10. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except from water wells of lessor. When requested by lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the consent of the lessor. Lessee shall pay for damages caused by all operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. It is agreed that the estate of either party hereto may be assigned in whole or in part and as to any mineral. All the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns and successive assigns. It is expressly agreed, with reference to every change or division whatsoever, and howsoever arising or effected, in the ownership of said land, royalties etc. or other moneys, or any part of the same, that no such change or division shall operate to increase the obligations or diminish the rights of lessee hereunder. If the ownership of the royalties becomes changed into separate divided portions of said land and the owners of such royalty desire separate gauges for production from such separate tracts, they shall furnish and set separate measuring and receiving tanks and connections therefor at their sole cost and expense, and lessee shall not be required to offset wells on separate tracts or portions of said land, or to furnish upon or as to any such tract or portion separate measuring or receiving tanks. Notwithstanding any other actual or constructive knowledge or notice whatsoever, thereof, or to lessee, no change or division in the ownership of the lands, royalties, etc. or other moneys shall be binding upon the owner of the lease unless and until after thirty days' written notice thereof from both lessor and lessor's successor or successors in interest, their successors and assigns, in which all such parties in interest concur, and until such transfers or assignments, in the event such division or change is accomplished in that manner, have been properly recorded in the county or parish where the land lies, and copies thereof certified by the County Clerk or Recorder, shall have been delivered to the record owner of the lease at the time of recordation of such transfers or assignments, said notice and copies to be delivered to said record owner at his or its principal place of business. In the event of the death of lessor or his heirs, devisees, successors or assigns, their successors or assigns, no change in the ownership of the land, royalties, etc. or other moneys hereunder shall be binding on the record owner of the lease until proof satisfactory to such record owner is furnished, evidencing such change in ownership. In event of assignment of this lease as to any part (whether divided or undivided) of said land, the rentals payable hereunder shall be apportionable as between the several lessor/holders, ratably according to the surface area or undivided interest of each, and default in rental payment by one shall not affect the rights of other lessor/holders hereunder. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

12. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving the waste oil that flows down the creeks, ravines and across the land embraced in the lease, whether said oil is produced from land covered by this lease or other lands, and lessor shall be entitled to receive the royalty hereinbefore reserved on all such oil so saved.

13. In case of cancellation or termination of this lease for any cause, lessee shall have the right to retain under the terms hereof twenty-five (25) acres of land around each oil or gas well or mine producing, being worked on, or drilling hereunder, as long as such operations are continued in good faith, such tract to be designated by lessee in as near a square form as practicable.

14. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. Title to the minerals vested in lessee under this lease shall not end or revert to lessor until there is a complete, absolute and intentional abandonment by lessee of each and all of the purposes, expressed or implied, of this lease and every part and parcel of the premises described in this lease. Lessee may, at any time and from time to time, execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises, or any mineral thereunder, and thereby surrender this lease as to such portion or portions, or as to such mineral, and be relieved of all obligations and rentals as to the acreage, or mineral, surrendered.

16. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that lessee shall have the right at any time to pay or reduce for lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said lands and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments due or which may become due to lessor and/or assigns under this lease.

17. It is understood and agreed by all parties hereto that this is a fully paid-up lease with no delay rentals accruing under the terms of same.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

Maggie Mae Dillinger
S. Dillinger

James Henry Hamilton
Fannie Elizabeth Lewis
Ira Lewis
Samuel N. Hamilton

THE STATE OF ~~TEXAS~~ Missouri,
COUNTY OF ~~TEXAS~~ Randolph.
James Henry Hamilton

TEXAS SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 23rd day of June A. D. 1936

Wilfred B. Slane

Notary Public in and for Randolph County, Missouri, Tex

THE STATE OF TEXAS,
COUNTY OF ~~TEXAS~~

TEXAS WIFE'S SEPARATE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

wife of known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said wife, acknowledged the same to be her act and deed, and declared that she had willingly executed 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 the day of A. D. 1936

Notary Public in and for

County, Texas.

STATE OF ~~TEXAS~~ Missouri,
COUNTY OF ~~TEXAS~~ Randolph.

TEXAS JOINT ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ira Lewis and Fannie Elizabeth Lewis - - - - - 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 23rd day of June A. D. 1936

Wilfred B. Slane

Notary Public in and for Randolph County, Missouri, Tex

THE STATE OF ~~TEXAS~~ Missouri,
COUNTY OF ~~TEXAS~~ Jackson.
Samuel N. Hamilton

TEXAS SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 24th day of June A. D. 1936

Frank L. Claude

Notary Public in and for Jackson County, Missouri, Tex

personally came and appeared, who in the presence of

STATE OF ~~TEXAS~~ Missouri
COUNTY OF ~~TEXAS~~ Jackson.

TEXAS JOINT ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared O. S. Dillinger and Marie Dillinger husband and wife, known to me to be the persons whose names are subscribed to the foregoing

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 27 day of Jan 1953 at 8 o'clock a M., and was this day duly recorded at 8 o'clock a M., in Vol. 49 Pages 450 et. seq. Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 6 day of Feb 1953

J. H. McRae
Clerk County Court, Polk County, Texas

By Mrs. J. H. McRae Deputy

Notary

T-11887
No. 6966
C 88 Revised

Oil, Gas and Mineral Lease

FROM

James T. Hamilton Jr.

TO
Shell Petroleum Corp.

Dated 1953
No. Acres 193

County, Texas

Parish, La.

Term.

This instrument was filed for record on the 27 day of Jan 1953 at 8 o'clock a M., and duly recorded in

Book 320 Page 320

of Records of this office.

J. H. McRae

County Clerk or Recorder

By Pauline Mae Baker
Deputy

WHEN RECORDED RETURN TO
When Recorded return to
SHELL OIL COMPANY, Incorporated

LAND DEPARTMENT

HOUSTON AREA

SHELL BUILDING

HOUSTON, TEXAS

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into the 23rd day of June, 1936 by and between James Henry Hamilton, Fannie Elizabeth Lewis and husband, Ira Lewis, of Randolph County, Missouri, and Samuel N. Hamilton, Maggie Mae Dillinger and husband, O.S. Dillinger, of Kansas City, Missouri.

SHELL PETROLEUM CORPORATION ————— hereinafter called lessor (whether one or more), and hereinafter called lessee:

1. WITNESSETH: That the said lessor, for and in consideration of 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 of 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 employees, all that certain tract of land situated in the

County

Polk

Dollars

Forty and No/100- - - - - (\$40.00)-

State of Texas described as follows, to-wit: One thousand and sixty (1,060) acres of land, more or less, being a part of the P.A. Sublett League in Polk County, Texas, and being the same tract set apart to Rebecca Kimbrough by the Probate Court of San Augustine County, Texas in the partition of the estate of Henry Roberts, deceased, as shown in the Commissioners' Report dated October 2nd, 1866, to which report reference is here made for a more perfect description.

2. For the purpose of determining the amount of any money payment hereunder, said lease shall be considered to comprise 1060 acres, even though it actually comprises more or less, but it is Lessor's intention to lease, and Lessor does lease hereby, in addition to the land above described, all of the land and interests in land owned or claimed by Lessor by limitation or otherwise and located in said sections, grants, leagues and surveys, or adjoining sections, grants, leagues or surveys, and Lessor accepts the bonus as a lump sum ~~as full and complete consideration therefor~~ as full and complete consideration therefor, and Lessor expressly agrees to deliver to Lessee any supplemental instrument deemed necessary or requested by Lessee for a more complete or accurate description of said land.

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 shall be held to be a producing well under paragraph "3" hereof. While gas from any well producing gas only is being used or sold by lessee, lessor may have enough of such gas for all stoves and inside lights in the principal dwelling house on said land by making lessor's own connections with the well at lessor's own risk and expense.

(C) To pay lessor as royalty for gas produced from any oil well and used by lessee for the manufacture of gasoline, one-eighth of the market value of such gas at the wells. If such gas is sold by lessee, then lessee agrees to pay lessor, as royalty, one-eighth of the net proceeds derived from the sale of said casinghead gas at the wells.

(D) To pay lessor Fifty Cents (50c) per long ton (2240 pounds) on all sulphur produced and marketed from the land hereby leased.

(E) To pay lessor on all other minerals mined and marketed by lessee from the leased premises one-tenth either in kind or value at the well or mine at lessee's election.

5. If operations for drilling a well or excavating a mine be not commenced on said land on or before the day of, 103, this lease shall terminate as to both parties, unless lessor on or before that date shall pay or tender by the check or draft of lessee, to lessor, or to lessor's credit in the

Bank of

or its successors

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or its successors

which shall continue as the depository, regardless of changes in ownership of said land, the sum of which shall operate as rental and carry the privilege of deferring commencement of operations for the drilling of a well or excavating a mine for twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of such operations may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

6. If on any rental date there be neither operations in progress for the drilling of a well or excavating a mine on said land, nor production therefrom, because of voluntary shutdown or for any other reason, this lease shall terminate, unless lessee on or before said date shall make or resume the payment of rentals as herein set forth; provided if such operations be abandoned within a period of ninety (90) days prior to any rental date or if production ceases within such ninety (90) days' period, lessee shall have a period of ninety (90) days after such abandonment of operations or cessation of production within which to commence or working operations or operations for the drilling of another well or excavating a mine, or within which to make said rental payment, and the commencement of such operations or the payment of such rental within said ninety (90) days period shall have the same force and effect as though made or paid on or before said rental date.

7. If, at the expiration of the primary term of this lease neither oil, gas, sulphur nor other mineral is being produced on the leased premises, but lessee is then engaged in drilling for oil or gas or mining for sulphur or other minerals, then this lease shall continue in force so long as drilling or mining operations are being continuously prosecuted on the leased premises; and drilling or mining operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well or mine and the beginning of operations for the drilling of a subsequent well or excavating of a subsequent mine. If oil, gas, sulphur or other minerals shall be discovered and produced from any such well or wells drilling or being drilled or sulphur or other minerals discovered and produced from any mine or mines excavated or being excavated at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas, sulphur or other minerals shall be produced from the leased premises.

8. It is specially agreed that in event oil, gas, sulphur or other minerals, is being produced or is obtained from said premises after the expiration of the primary term hereof and said production shall for any reason cease or terminate, lessee shall have the right at any time within ninety (90) days from the cessation of such production to resume drilling or mining operations in the effort to make said leased premises again produce oil, gas, sulphur or other minerals, in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph, and if they result in production of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals is produced from the premises.

9. If said lessor owns a less interest in the leased premises than the entire and undivided fee simple estate, or no interest therein, then the royalties, etc., and other moneys herein provided for shall be paid lessor only in the proportion which lessor's interest, if any, bears to the whole and undivided fee.

10. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except from water wells of lessor. When requested by lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the consent of the lessor. Lessee shall pay for damages caused by all operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. It is agreed that the estate of either party hereto may be assigned in whole or in part and as to any mineral. All the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns and successive assigns. It is expressly agreed, with reference to every change or division whatsoever, and howsoever arising or effected, in the ownership of said land, royalties etc. or other moneys, or any part of the same, that no such change or division shall operate to increase the obligations or diminish the rights of lessee hereunder. If the ownership of the royalties becomes changed into separate divided portions of said land and the owners of such royalty desire separate gauges for production from such separate tracts, they shall furnish and set separate measuring and receiving tanks and connections therefor at their sole cost and expense, and lessee shall not be required to offset wells on separate tracts or portions of said land, or to furnish upon or as to any such tract or portion separate measuring or receiving tanks. Notwithstanding any other actual or constructive knowledge or notice whatsoever, thereof, or to lessee, no change or division in the ownership of the lands, royalties, etc. or other moneys shall be binding upon the owner of the lease unless and until after thirty days' written notice thereof from both lessor and lessor's successor or successors in interest, their successors and assigns, in which all such parties in interest concur, and until such transfers or assignments, in the event such division or change is accomplished in that manner, have been properly recorded in the county or parish where the land lies, and copies thereof certified by the County Clerk or Recorder, shall have been delivered to the record owner of the lease at the time of recordation of such transfers or assignments, said notice and copies to be delivered to said record owner at his or its principal place of business. In the event of the death of lessor or his heirs, devisees, successors or assigns, their successors or assigns, no change in the ownership of the land, royalties, etc. or other moneys hereunder shall be binding on the record owner of the lease until proof satisfactory to such record owner is furnished, evidencing such change in ownership. In event of assignment of this lease as to any part (whether divided or undivided) of said land, the rentals payable hereunder shall be apportionable as between the several lessor/owner, ratably according to the surface area or undivided interest of each, and default in rental payment by one shall not affect the rights of other lessor/owners hereunder. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

12. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving the waste oil that flows down the creeks, ravines and across the land embraced in the lease, whether said oil is produced from land covered by this lease or other lands, and lessor shall be entitled to receive the royalty hereinbefore reserved on all such oil so saved.

13. In case of cancellation or termination of this lease for any cause, lessee shall have the right to retain under the terms hereof twenty-five (25) acres of land around each oil or gas well or mine producing, being worked on, or drilling hereunder, as long as such operations are continued in good faith, such tract to be designated by lessee in as near a square form as practicable.

14. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. Title to the minerals vested in lessee under this lease shall not end or revert to lessor until there is a complete, absolute and intentional abandonment by lessee of each and all of the purposes, expressed or implied, of this lease and every part and parcel of the premises described in this lease. Lessee may, at any time and from time to time, execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises, or any mineral thereunder, and thereby surrender this lease as to such portion or portions, or as to such mineral, and be relieved of all obligations and rentals as to the acreage, or mineral, surrendered.

16. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that lessee shall have the right at any time to pay or reduce for lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said lands and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments due or which may become due to lessor and/or assigns under this lease.

17. It is understood and agreed by all parties hereto that this is a fully paid-up lease with no delay rentals accruing under the terms of same.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

Maggie Mae Dillinger
S. Dillinger

James Henry Hamilton
Fannie Elizabeth Lewis
Ira Lewis
Samuel N. Hamilton

THE STATE OF ~~TEXAS~~ Missouri,
COUNTY OF ~~TEXAS~~ Randolph.
James Henry Hamilton

TEXAS SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 23rd day of June A. D. 1936

Wilfred B. Slane

Notary Public in and for Randolph County, Missouri, Tex

THE STATE OF TEXAS,
COUNTY OF

TEXAS WIFE'S SEPARATE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

wife of known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said wife, acknowledged the same to be her act and deed, and declared that she had willingly executed 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 the day of A. D. 1936

Notary Public in and for

County, Texas.

STATE OF ~~TEXAS~~ Missouri,
COUNTY OF ~~TEXAS~~ Randolph.

TEXAS JOINT ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ira Lewis and Fannie Elizabeth Lewis - - - - - 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 23rd day of June A. D. 1936

Wilfred B. Slane

Notary Public in and for Randolph County, Missouri, Tex

THE STATE OF ~~TEXAS~~ Missouri,
COUNTY OF ~~TEXAS~~ Jackson.
Samuel N. Hamilton

TEXAS SINGLE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 24th day of June A. D. 1936

Frank L. Claude

Notary Public in and for Jackson County, Missouri, Tex

personally came and appeared, who in the presence of

STATE OF ~~TEXAS~~ Missouri
COUNTY OF ~~TEXAS~~ Jackson.

TEXAS JOINT ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared O. S. Dillinger and Marie Dillinger husband and wife, known to me to be the persons whose names are subscribed to the foregoing

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 27 day of Jan 1953 at 8 o'clock a M., and was this day duly recorded at 8 o'clock a M., in Vol. 49 Pages 450 et. seq. Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 6 day of Feb 1953

J. H. McRae
Clerk County Court, Polk County, Texas

By Mrs. J. H. McRae Deputy

Notary

T-11887
No. 6966
C 88 Revised

Oil, Gas and Mineral Lease

FROM

James T. Hamilton Jr.

TO
Shell Petroleum Corp.

Dated 1953
No. Acres 193

County, Texas

Parish, La.

Term.

This instrument was filed for record on the 27 day of Jan 1953 at 8 o'clock a M., and duly recorded in

Book 320 Page 320

of Records of this office.

J. H. McRae

County Clerk

or Recorder

By Pauline Mae Baker
Deputy

WHEN RECORDED RETURN TO

When Recorded return to
SHELL OIL COMPANY, Incorporated

LAND DEPARTMENT

HOUSTON AREA

SHELL BUILDING

HOUSTON, TEXAS

THE STATE OF TEXAS)
COUNTY OF POLK)

T16368-#3

THIS AGREEMENT made and entered into on this the 20th day of January, A. D. 1939, by and between MARY E. MacDONALD, individually, and as Executrix of the Estate of L. A. MacDonald, deceased, of Harris County, Texas, herein-after called "Lessor," and Geo. L. Peyton and W. M. Peyton, of the County of Limestone, State of Texas, hereinafter called "Lessees."

W I T N E S S E T H:

That the said Lessor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, cash to her in hand paid, the receipt of which is hereby acknowledged, and of the further consideration of the royalties as hereinafter provided, and of the covenants and agreements hereinafter contained on the part of the Lessees, to be paid, kept and performed, has DEMISED, LEASED and LET, and by these presents does DEMISE, LEASE and LET unto the said Lessees for the sole and only purpose of exploring, prospecting, (by geophysical methods or otherwise), drilling, mining and operating for and producing oil and gas, laying pipe lines, building tanks, power stations, telephone and telegraph lines, and other structures thereon, to produce and save and take care of said products, all that certain tract or parcel of land lying and being situated in the County of Polk, State of Texas, to-wit:

Being that certain tract or parcel of land situated in Polk County, Texas, being 271 acres in the Northwest corner of the P. A. Sublett League, Abstract No. 71, described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Sublett League;

THENCE East along the N.E. line of said League 835 varas to corner, the same being the N.W. corner of a 790 acre survey made for L. Fowler and others;

16368

THENCE South along the W.B. line of said Fowler Survey 740 vrs. to an inner corner of the same;

THENCE East with the line of said Fowler tract 400 vrs. to corner;

THENCE South with the line of said Fowler tract 740 vrs. to the S.W. corner of said Fowler tract;

THENCE West 1235 vrs. to corner in the W.B. line of the Sublett League, the same being the E.B. line of the Peter J. Menard League;

THENCE North along said League line 1480 vrs. to the place of beginning. Save and except therefrom the following:

(a) Ten (10) acres of land described as follows:

BEGINNING 180 varas West from the Southeast corner of a 271 acre tract out of the P. A. Sublett League in Polk County, Texas, from which a Magnolia 24 inches in diameter brs. N. 6 E. 2.4 varas, and a Magnolia 16 inches in diameter brs. S. 60.5 West 10-3/4 varas;

THENCE North 237.6 varas to a stake for corner, from which a pin oak 12 inches in diameter brs. S. 28 E. 10.9 varas, and a pin oak 14 inches in diameter brs. N. 12 E. 5.5 varas;

THENCE West 237.6 varas to a stake for corner, from which a pin oak 14 inches in diameter brs. N. 53 E. 11.3 varas, and a pin oak 12 inches in diameter brs. N. 44 E. 10 varas;

THENCE South 237.6 varas to a stake for corner in the South line of said 271 acre tract, from which a Magnolia 18 inches in diameter brs. N. 11 E. 6.5 varas, and a Beach 12 inches in diameter brs. N. 68 $\frac{1}{2}$ E. 6 varas.

THENCE East along and with the South line of said 271 acre tract 237.6 varas to the place of beginning, containing 10 acres of land, more or less.

(b) Ten (10) acres of land described as follows:

BEGINNING at the producing well drilled by Dick Schwab and known as Dick Schwab A-1 well, on the P.A. Sublett League;

THENCE running East 330 feet to the most northerly east line of the 160 acre tract leased to Dick Schwab for the beginning of this 10 acre tract;

THENCE North with said line 331 feet to point for the northeast corner of this 10 acre tract;

THENCE West at right angles 662 feet to point for the northwest corner of this 10 acre tract;

THENCE South at right angles 662 feet to point for southwest corner of this 10 acre tract;

THENCE East at right angles 662 feet to point for southeast corner of this 10 acre tract;

THENCE North 331 feet to the place of beginning,
containing 10 acres.

2.

Subject to the other provisions herein contained,
this lease shall be for a term of twelve months from this
date (called "primary term") and as long thereafter as oil
or gas continues to be produced from said land under this
lease in paying quantities.

3.

In consideration of the premises, Lessees covenant
and agree to pay to Lessor, the following royalties:

(a) On oil one-sixth (1/6) of that produced and
saved from said land, the same to be delivered, free of cost
to Lessor, into the pipe line, or other receptacle, to which
the Lessees may connect their wells, or, at Lessor's option,
may be sold at same price and with Lessees' oil, or at
Lessor's option, shall be delivered, free of cost, charges
and expenses to Lessor, at the well or wells, in tanks or
other receptacles by the Lessor provided.

(b) On gas, including casinghead gas, or other
vaporous or gaseous substances produced from said lands,
the following: In case Lessees shall use gas in the manu-
facture of gasoline, or other products therefrom, a one-sixth
(1/6) of the market value at the plant of the gasoline, or
other products manufactured therefrom, quantity or product
to be ascertained in a manner recognized in the industry;
in case Lessees shall sell gas at the wells, one-sixth (1/6)
of the gross amount realized from such sales, and in all
other cases, when sold or used off the premises, the market
price at the wells of one-sixth (1/6) of the gas so sold or
used.

4.

The market value referred to above, of said oil,
shall be the highest market price prevailing for the respective

days on which runs are made to the pipe lines or storage for Texas Gulf Coast crude of similar grade, quantity and quality to that produced and saved under this lease.

5.

If oil or gas has not been produced in paying quantities from the lands covered by this lease within twelve (12) months from date hereof, this lease contract shall terminate as to all parties, unless Lessees are actually drilling a well upon said land at that time, and in that event it shall terminate upon the abandonment of said drilling operations or the completion of said well, in the exercise of due diligence, as a dry hole.

6.

If, as a result of drilling by Lessees under this lease, oil or gas be produced in paying quantities from the lands covered by this contract, then this lease shall remain in full force and effect so long as such production continues; provided, thereafter, Lessees shall continue to drill wells thereon and develop said premises covered by this lease with reasonable diligence and in good faith, and as a reasonably prudent operator would drill wells and develop the same to protect the land described herein from drainage.

7.

Lessees agree to properly and adequately protect the leased premises from drainage at all times and to drill all offset wells on the leased premises with diligence and prudence. Lessees may at their option pay delay royalty to lessor in lieu of the drilling of such offset well or wells; and in such event the amount of delay royalty to be paid to Lessor shall be one-sixth (1/6) of all oil and gas, or either, on the basis hereinabove provided, which may be produced from any such well or wells drilled on adjacent tracts within such distance to the leased premises as to require the drilling

of an offset well under the terms hereof, at the highest prevailing market price for the time which has elapsed after the expiration of ninety (90) days from and after the completion of such adjacent well.

8.

It is agreed that settlement for all payments out of production for all royalties, except delivery in kind, shall be made monthly, on or before the 15th day of each calendar month, for the amounts accruing during the preceding month.

9.

If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid the said Lessor only in the proportion which her interest bears to the whole and undivided fee.

10.

If the within lease is for any cause terminated as to the whole or as to any portion of the land covered hereby, Lessees agree to deliver to Lessor a good and sufficient release of said land in so far, but only in so far, as it covers or pertains to such land or parts of land as to which said lease is terminated.

11.

In case of the surrender of this lease or the forfeiture thereof, in whole or in part, or the expiration of the rights of Lessees for any reason and as to any part or parts of the whole of the land hereby leased, Lessees, their heirs and assigns, shall have sixty (60) days after the expiration, surrender or forfeiture thereof within which to remove all machinery, pipe lines, casing, pumps, tanks, telephone poles and telegraph lines and all other property whatsoever which the Lessees, their heirs or assigns, may have placed upon said land.

12.

Lessees shall have free use of oil and gas produced from the land covered by this lease, and water from said land, except water from Lessor's wells, in developing the same for oil and gas and producing the same therefrom, and in treating the oil produced therefrom to make it marketable, and any oil and gas so used shall be deducted before computing the royalties and other payments from production payable to Lessor.

13.

Lessor shall have the right to have, when requested, daily drilling reports, copies of the logs, samples of all cores and reports of production of all wells drilled by Lessees on the land covered by this lease or on adjoining land, the right to be present at any and all reasonable times to inspect any and all such drilling operations and to inspect such of Lessees' records of the use and sale of gas on or off the premises, or sale of oil, as are pertinent to the proper determination of Lessor's royalty interests therein, or other payments due hereunder, or its or their proceeds, and all these rights may be exercised by Lessor in person or through her representatives thereunto duly authorized in writing.

14.

It is expressly agreed that during the life of this lease Lessees shall pay all taxes of every kind levied and assessed upon or against all or any part of the oil or gas in or under said land or the production thereof and all increase in taxes on the land resulting from the prospecting for or discovery or production of oil or gas therefrom.

15.

It is agreed that the estate of either party hereto may be assigned in whole or in part, but it is expressly understood and agreed that all of the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors

and administrators, successors or assigns, but no change in the ownership of said land or assignment of royalties or any part thereof, shall be binding upon the Lessees until after the Lessees have been furnished with a written transfer or assignment or a true copy thereof. It is further expressly understood and agreed that no assignment of this lease in whole or in part, shall release Lessees from any of its obligations.

16.

Lessees shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens upon the leased premises in the event of default in the payment thereof by Lessor and be subrogated to the rights of the holder thereof.

17.

It is distinctly understood that Lessees have heretofore taken a lease to the premises herein described from those claiming ownership thereof under a chain of title adverse to that under which Lessor claims, and that the making and accepting of this lease shall be and is without prejudice to the rights of either party with respect to the adverse claim of title by those from whom Lessees have so heretofore taken a lease. Nothing herein contained shall be taken as an admission against interest by either party hereto as to such adverse claim of title. Lessees do not by the taking of this lease assert the superiority of the title of Lessor over that of said adverse claimants from whom they have already taken a lease, nor shall such act be construed as prejudicial to or in derogation of such adverse claim of title; nor shall it be construed as a recognition by Lessor, or as an assertion by Lessees, of the validity of such adverse claim of title or its super-

iority over that of Lessor.

IN WITNESS WHEREOF, the parties hereunto have
executed this original for all purposes, on this the 21st
day of January, A. D. 1939.

Mary E Mac Donald +
Individually and as Executrix of
the estate of L. A. MacDonald,
Lessor.

Geo. L. Payton

W. M. Payton
Lessees.

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared MARY E. MacDONALD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of January, A. D. 1939.

B. E. Perkins
Notary Public in and for
Harris County, Texas.



THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared GEO. L. PEYTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of January, A. D. 1939.

B. E. Perkins
Notary Public in and for
Harris County, Texas.



THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared W. M. PEYTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of January, A. D. 1939.

B. E. Perkins
Notary Public in and for
Harris County, Texas.



'01

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 4th day of Feb 1939 at 1:45 o'clock P.M., and was this day duly recorded at 11 o'clock A.M., in Vol. 21 Pages 286, et seq., Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston, this 6th day of Feb, 1939.

J. H. McRae
Clerk County Court Polk County, Texas.

By *Mrs. Estelle Matthews* Deputy.

159
T-16368
OIL AND GAS LEASE

MARY E. MacDONALD

To

GEO. L. PEYTON
and
W. M. PEYTON

PROOF READ

FILED FOR RECORD

This 4 day
of Feb A.D. 1929
at 1:45 o'clock P.M.
J. W. McRae
Clerk County Court, Polk County, Texas
By Mrs. Estmaneuse
Deputy

Sam R. Merrill, Attorney
Esperson Building,
Houston, Texas.

Peyton Broad
meia 29

T-11887-11

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into the 16 day of July, 1936, by and between
Mattie King, a widow,

whose post office address is Route 5, Box 801, Houston, Texas
Shell Petroleum Corporation

hereinafter called lessor (whether one or more), and

hereinafter called lessee:

1. WITNESSETH: That the said lessor, for and in consideration of cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinabove 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 of 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 employees, all that certain tract of land situated in the County of Polk

State of Texas, described as follows, to-wit: 1060 acres of land, more or less, out of and a part of the Philip A. Sublett League in Polk County, Texas, it being that portion of said league allotted Rebecca Kimbrough in the partition of the estate of Henry Roberts, deceased, the estate of Henry Roberts, deceased, having been administered and partitioned in San Augustine County, Texas, and reference is here made to the probate records of said county for a more particular description of said 1060 acres of land, more or less.

2. For the purpose of determining the amount of any money payment hereunder, said lease shall be considered to comprise 1060 acres, even though it actually comprises more or less, but it is Lessor's intention to lease, and Lessor does lease hereby, in addition to the land above described, all of the land and interests in land owned or claimed by Lessor by limitation or otherwise and located in said sections, grants, leagues and surveys, or adjoining sections, grants, leagues or surveys, and Lessor accepts the bonus as a lump sum ~~and agrees to take no further consideration~~ as full and complete consideration therefor, and Lessor expressly agrees to deliver to Lessee any supplemental instrument deemed necessary or requested by Lessee for a more complete or accurate description of said land.

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 shall be held to be a producing well under paragraph "3" hereof. While gas from any well producing gas only is being used or sold by lessee, lessor may have enough of such gas for all stoves and inside lights in the principal dwelling house on said land by making lessor's own connections with the well at lessor's own risk and expense.

(C) To pay lessor as royalty for gas produced from any oil well and used by lessee for the manufacture of gasoline, one-eighth of the net proceeds derived from the sale of said casinghead gas at the wells. If such gas is sold by lessee, then lessee agrees to pay lessor, as royalty, one-eighth of the net proceeds derived from the sale of said casinghead gas at the wells.

(D) To pay lessor Fifty Cents (50c) per long ton (2240 pounds) on all sulphur produced and marketed from the land hereby leased.

(E) To pay lessor on all other minerals mined and marketed by lessee from the leased premises one-tenth either in kind or value at the well or mine at lessee's election.

7. If, at the expiration of the primary term of this lease neither oil, gas, sulphur nor other mineral is being produced on the leased premises, but lessee is then engaged in drilling for oil or gas or mining for sulphur or other minerals, then this lease shall continue in force so long as drilling or mining operations are being continuously prosecuted on the leased premises; and drilling or mining operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well or mine and the beginning of operations for the drilling of a subsequent well or excavating of a subsequent mine. If oil, gas, sulphur or other minerals shall be discovered and produced from any such well or wells drilling or being drilled or sulphur be discovered and produced from any mine or mines excavated or being excavated at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas, sulphur or other minerals shall be produced from the leased premises.

8. It is specially agreed that in event oil, gas, sulphur or other minerals, is being produced or is obtained from said premises after the expiration of the primary term hereof and said production shall for any reason cease or terminate, lessee shall have the right at any time within ninety (90) days from the cessation of such production to resume drilling or mining operations in the effort to make said leased premises again produce oil, gas, sulphur or other minerals, in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph, and if they result in production of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals is produced from the premises.

9. If said lessor owns a less interest in the leased premises than the entire and undivided fee simple estate, or no interest therein, then the royalties, ~~etc.~~, and other moneys herein provided for shall be paid lessor only in the proportion which lessor's interest, if any, bears to the whole and undivided fee.

10. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except from water wells of lessor. When requested by lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the consent of the lessor. Lessee shall pay for damages caused by all operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. It is agreed that the estate of either party hereto may be assigned in whole or in part and as to any mineral. All the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns and successive assigns. It is expressly agreed, with reference to every change or division whatsoever, and howsoever arising or effected, in the ownership of said land, royalties or ~~etc.~~ other moneys, or any part of the same, that no such change or division shall operate to increase the obligations or diminish the rights of lessee hereunder. If the ownership of the royalties becomes changed into separate divided portions of said land and the owners of such royalty desire separate gauges for production from such separate tracts, they shall furnish and set separate measuring and receiving tanks and connections therefor at their sole cost and expense, and lessee shall not be required to off-set wells on separate tracts or portions of said land, or to furnish upon or as to any such tract or portion separate measuring or receiving tanks. Notwithstanding any other actual or constructive knowledge or notice whatsoever, thereof, of or to lessee, no change or division in the ownership of the lands, royalties, ~~etc.~~ or other moneys shall be binding upon the owner of the lease unless and until after thirty days' written notice thereof from both lessor and lessor's successor or successors in interest, their successors and assigns, in which all such parties in interest concur, and until such transfers or assignments, in the event such division or change is accomplished in that manner, have been properly recorded in the county or parish where the land lies, and copies thereof certified by the County Clerk or Recorder, shall have been delivered to the record owner of the lease at the time of recordation of such transfers or assignments, said notice and copies to be delivered to said record owner at his or its principal place of business. In the event of the death of lessor or his heirs, devisees, successors or assigns, their successors or assigns, no change in the ownership of the land, royalties, ~~etc.~~ or other moneys hereunder shall be binding on the record owner of the lease until proof satisfactory to such record owner is furnished, evidencing such change in ownership. In event of assignment of this lease and/or ~~etc.~~ whether devised or succeeded to by any person or persons, he or she shall be responsible for the same as if he or she were the original lessor according to the terms hereof. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

12. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving the waste oil that flows down the creeks, ravines and across the land embraced in the lease, whether said oil is produced from land covered by this lease or other lands, and lessor shall be entitled to receive the royalty hereinbefore reserved on all such oil so saved.

13. In case of cancellation or termination of this lease for any cause, lessee shall have the right to retain under the terms hereof twenty-five (25) acres of land around each oil or gas well or mine producing, being worked on, or drilling hereunder, as long as such operations are continued in good faith, such tract to be designated by lessee in as near a square form as practicable.

14. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. Title to the minerals vested in lessee under this lease shall not end or revert to lessor until there is a complete, absolute and intentional abandonment by lessee of each and all of the purposes, expressed or implied, of this lease and every part and parcel of the premises described in this lease. Lessee may, at any time and from time to time, execute and deliver, to lessor, or place of record, a release or releases covering any portion or portions of the above described premises, or any mineral thereunder, and thereby surrender this lease as to such portion or portions, or as to such mineral, and be relieved of all obligations and rentals as to the acreage, or mineral, surrendered.

16. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that lessee shall have the right at any time to pay or reduce for lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said lands and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments due or which may become due to lessor and/or assigns under this lease.

17. It is further understood and agreed by all parties hereto that this is a fully paid-up ten (10) year Oil, Gas and Mineral Lease.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

WITNESSES:

John Johnson
Houston Postman

Mother King

THE STATE OF TEXAS,
COUNTY OF **Harris**
Mattie King, a widow

TEXAS SINGLE ACKNOWLEDGMENT
Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the **16th** day of **July**, A. D. 1936.

Notary Public in and for **Harris**

County, Texas.

THE STATE OF TEXAS,

COUNTY OF **Harris**

TEXAS WIFE'S SEPARATE ACKNOWLEDGMENT
Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said wife, acknowledged the same to be her act and deed, and declared that she had willingly executed 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 the _____ day of _____, A. D. 1936.

Notary Public in and for _____

County, Texas.

STATE OF TEXAS,
COUNTY OF **Polk**

TEXAS JOINT ACKNOWLEDGMENT

STATE OF TEXAS
County of **Polk**

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the **12** day of **Aug.** 1936 at **8:20** o'clock A. M., and was this day duly recorded at **2:00** o'clock P. M., in Vol. **17** Pages **891**, et seq., Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston, this **21** day of **Aug.**

1936.

C. B. Marsh

Clerk County Court Polk County, Texas.

By **Mannie Alexandra** Deputy.

STAT
PAR
per
me, said authority, and

competent witnesses, declares and acknowledges that he is the identical person who executed the foregoing instrument in writing, that the signature thereto is his own true and genuine signature, and that he executed said instrument of his own free will, and for the purposes and consideration therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer, and me, said Notary, after reading the whole.

WITNESSES:

Notary Public in and for _____

Parish, Louisiana.

STATE OF LOUISIANA,
PARISH OF **Parish, Louisiana**

LOUISIANA WITNESS ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared

to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows

the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw _____ sign the same as _____, and that he, the said _____, subscribed his name to the

voluntary act and deed, and that he, the said _____, same at the same time as an attesting witness.

Sworn to and subscribed before me, this _____ day of _____, 1936.

Notary Public in and for _____

(Affiant)

PROOF READ
County, Texas

No. Acres

Dated _____, 1936

FROM

To

Parish, La.

T 11887-5

T-11887

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into the 22nd day of June, 1936, by and between
Tessie L. Twyman and husband, Charles Twyman

whose post office address is Moberly, Missouri
SHELL PETROLEUM CORPORATION

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by and between

hereinafter called lessor (whether one or more), and
hereinafter called lessee:

1. WITNESSETH: That the said lessor, for and in consideration of One and No/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 of 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 employees, all that certain tract of land situated in the County of Polk

State of Texas described as follows, to-wit: One thousand and sixty (1,060) acre

of land, more or less, being a part of the P.A. Sublett League in Polk County, Texas, and being the same tract set apart to Rebecca Kimbrough by the Probate Court of San Augustine County, Texas in the partition of the estate of Henry Roberts, deceased, as shown in the Commissioners' Report dated October 2nd, 1866, to which report reference is here made for a more perfect description.

2. For the purpose of determining the amount of any money payment hereunder, said lease shall be considered to comprise 1060 acres, even though it actually comprises more or less, but it is Lessor's intention to lease, and Lessor does lease hereby, in addition to the land above described, all of the land and interests in land owned or claimed by Lessor by limitation or otherwise and located in said sections, grants, leagues and surveys, or adjoining sections, grants, leagues or surveys, and Lessor accepts the bonus as a lump sum and agrees to likewise accept the rentals as specified herein as full and complete consideration therefor, and Lessor expressly agrees to deliver to Lessee any supplemental instrument deemed necessary or requested by Lessee for a more complete or accurate description of said land.

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 shall be held to be a producing well under paragraph "3" hereof. While gas from any well producing gas only is being used or sold by lessee, lessor may have enough of such gas for all stoves and inside lights in the principal dwelling house on said land by making lessor's own connections with the well at lessor's own risk and expense.

(C) To pay lessor as royalty for gas produced from any oil well and used by lessee for the manufacture of gasoline, one-eighth of the market value of such gas at the wells. If such gas is sold by lessee, then lessee agrees to pay lessor, as royalty, one-eighth of the net proceeds derived from the sale of said casinghead gas at the wells.

(D) To pay lessor Fifty Cents (50c) per long ton (2240 pounds) on all sulphur produced and marketed from the land hereby leased.

(E) To pay lessor on all other minerals mined and marketed by lessee from the leased premises one-tenth either in kind or value at the well or mine at lessee's election.

5. If operations for drilling a well or excavating a mine be not commenced on said land on or before the day of 102, this lease shall terminate as to both parties, unless lessor on or before that date shall pay or tender by the check or draft of lessee, to lessor, or to lessor's credit, in

Bank at Bank at or its successors, or in the Bank at Bank at or its successors,

which shall continue as the depository, regardless of changes in ownership of said land, the sum of Dollars, which shall operate as rental and cover the privilege of deferring commencement of operations for the drilling of a well or excavating a mine for twelve (12) months from said date, in like manner and upon like payments or tenders the commencement of such operations may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

6. If on any rental date there be neither operations in progress for the drilling of a well or excavating a mine on said land, nor production therefrom, because of voluntary shutdown or for any other reason, this lease shall terminate, unless lessor on or before said date shall make or resume the payment of rentals as herein set forth; provided if such operations be abandoned within a period of ninety (90) days prior to any rental date or if production ceases within such ninety (90) days period, lessor shall have a period of ninety (90) days after such abandonment of operations or cessation of production within which to commence re-working operations or operations for the drilling of another well or excavating a mine, or within which to make said rental payment, and the commencement of such operations or the payment of such rental within said ninety (90) days period shall have the same force and effect as though commenced or paid on or before said rental date.

7. If, at the expiration of the primary term of this lease neither oil, gas, sulphur nor other mineral is being produced on the leased premises, but lessee is then engaged in drilling for oil or gas or mining for sulphur or other minerals, then this lease shall continue in force so long as drilling or mining operations are being continuously prosecuted on the leased premises; and drilling or mining operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well or mine and the beginning of operations for the drilling of a subsequent well or excavating of a subsequent mine. If oil, gas, sulphur or other minerals shall be discovered and produced from any such well or wells drilling or being drilled or sulphur be discovered and produced from any mine or mines excavated or being excavated at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas, sulphur or other minerals shall be produced from the leased premises.

8. It is specially agreed that in event oil, gas, sulphur or other minerals, is being produced or is obtained from said premises after the expiration of the primary term hereof and said production shall for any reason cease or terminate, lessee shall have the right at any time within ninety (90) days from the cessation of such production to resume drilling or mining operations in the effort to make said leased premises again produce oil, gas, sulphur or other minerals, in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph, and if they result in production of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals is produced from the premises.

9. If said lessor owns a less interest in the leased premises than the entire and undivided fee simple estate, or no interest therein, then the royalties, rentals, and other moneys herein provided for shall be paid lessor only in the proportion which lessor's interest, if any, bears to the whole and undivided fee.

10. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except from water wells of lessor. When requested by lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the consent of the lessor. Lessee shall pay for damages caused by all operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. It is agreed that the estate of either party hereto may be assigned in whole or in part and as to any mineral. All the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns and successive assigns. It is expressly agreed, with reference to every change or division whatsoever, and howsoever arising or effected, in the ownership of said land, royalties ~~owed~~ or other moneys, or any part of the same, that no such change or division shall operate to increase the obligations or diminish the rights of lessee hereunder. If the ownership of the royalties becomes changed into separate divided portions of said land and the owners of such royalty desire separate gauges for production from such separate tracts, they shall furnish and set separate measuring and receiving tanks and connections therefor at their sole cost and expense, and lessee shall not be required to off-set wells on separate tracts or portions of said land, or to furnish upon or as to any such tract or portion separate measuring or receiving tanks. Notwithstanding any other actual or constructive knowledge or notice whatsoever, thereof, of or to lessee, no change or division in the ownership of the lands, royalties ~~owed~~, or other moneys shall be binding upon the owner of the lease unless and until after thirty days' written notice thereof from both lessor and lessor's successor or successors in interest, their successors and assigns, in which all such parties in interest concur, and until such transfers or assignments, in the event such division or change is accomplished in that manner, have been properly recorded in the county or parish where the land lies, and copies thereof certified by the County Clerk or Recorder, shall have been delivered to the record owner of the lease at the time of recordation of such transfers or assignments, said notice and copies to be delivered to said record owner at his or its principal place of business. In the event of the death of lessor or his heirs, devisees, successors or assigns, their successors or assigns, no change in the ownership of the land, royalties ~~owed~~ or other moneys hereunder shall be binding on the record owner of the lease until proof satisfactory to such record owner is furnished, evidencing such change in ownership. In event of assignment of this lease as to any part (whether divided or undivided) of said land, the rentals payable hereunder shall be apportionable as between the several lessor-owners, ratably according to the surface area or undivided interest of each, and default in rental payment by one shall not affect the rights of other lessor-owners hereunder. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with recordable instrument executed by all such parties designating an agent to receive payment for all.

12. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving the waste oil that flows down the creeks, ravines and across the land embraced in the lease, whether said oil is produced from land covered by this lease or other lands, and lessor shall be entitled to receive the royalty hereinbefore reserved on all such oil so saved.

13. In case of cancellation or termination of this lease for any cause, lessee shall have the right to retain under the terms hereof twenty-five (25) acres of land around each oil or gas well or mine producing, being worked on, or drilling hereunder, as long as such operations are continued in good faith, such tract to be designated by lessee in as near a square form as practicable.

14. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. Title to the minerals vested in lessee under this lease shall not end or revert to lessor until there is a complete, absolute and intentional abandonment by lessee of each and all of the purposes, expressed or implied, of this lease and every part and parcel of the premises described in this lease. Lessee may, at any time and from time to time, execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises, or any mineral thereunder, and thereby surrender this lease as to such portion or portions, or as to such mineral, and be relieved of all obligations and rentals as to the acreage, or mineral, surrendered.

16. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that lessee shall have the right at any time to pay or reduce for lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said lands and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments due or which may become due to lessor and/or assigns under this lease.

17. It is understood and agreed by all parties hereto that this is a fully paid-up lease with no delay rentals accruing under the terms of same.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

WITNESSES:

Jessie L. Twyman
Charles Twyman

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 27 day of Jan 1953 at 8 o'clock A.M., and was this day duly recorded at 2 o'clock P.M., in Vol. 49 Pages 461 et. seq. Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 6 day of Feb. 1953

J. D. McKee
Clerk, County Court, Polk County, Texas

By Mrs. Estelle Matthews Deputy

STATE OF ~~TEXAS~~ Missouri,
COUNTY OF ~~Polk~~ Randolph.

TEXAS JOINT ACKNOWLEDGMENT

Charles Twyman

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tessie L. Twyman 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 2nd day of June A. D. 1933

My term expire May 9, 1939

Willard B. Glance
Notary Public in and for Randolph County, Missouri

THE STATE OF TEXAS.
COUNTY

TEXAS CORPORATE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared President of known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the said corporation and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____ A. D. 1933

Notary Public in and for _____

County, Texas.

STATE OF LOUISIANA.

PARISH OF _____

LOUISIANA INDIVIDUAL ACKNOWLEDGMENT

Before me, the undersigned authority, on this _____ day of _____, who in the presence of _____, competent witnesses, declares and acknowledges that _____ he _____ the identical person _____ who executed the foregoing instrument in writing, that the signature _____ thereto _____ own true and genuine signature _____, and that _____ he _____ executed said instrument of _____ own free will _____ and for the purposes and consideration therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer _____, and me, said Notary, after reading the whole.

WITNESSES:

Notary Public in and for _____

Parish, Louisiana.

STATE OF LOUISIANA.

PARISH OF _____

LOUISIANA WITNESS ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared _____

to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows _____

the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw _____ sign the same as _____, and _____ subscribed his name to the voluntary act and deed, and that he, the said _____, was at the same time as an attesting witness.

Sworn to and subscribed before me, this _____ day of _____, 1933

Notary Public in and for _____

(Affiant)

No. 6969-11887
Oil, Gas and Mineral Lease

FROM

Jesse L. Twyman

TO
Shell Petroleum Corp.

Dated _____, 1933

No. Acres _____

Term _____

County, Texas

Parish, La.

This instrument was filed for record on the 27

day of Jan 1953 at 8 o'clock A.M., and duly recorded in

Book 35 Page 35 of Records of this office.

J. D. McKee
County Clerk or Recorder
By Mrs. Estelle Matthews

WHEN RECORDED RETURN TO Deputy
SHELL OIL COMPANY Incorporated
LAND DEPARTMENT
HOUSTON AREA
SHELL BUILDING
HOUSTON, TEXAS

C 88 Revised

2

OIL GAS AND MINERAL LEASE

T-11887
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AGREEMENT, Made and entered into the 22nd day of June, 1936, by and between

Udora Mayes, a widow

whose post office address is 315 W. Maple Street, Mexico, Missouri

SHELL PETROLEUM CORPORATION, hereinafter called lessee:

1. WITNESSETH: That the said lessor, for and in consideration of 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 lessor for the purpose and with the exclusive right of 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 employees, all that certain tract of land situated in the County of Polk

State of Texas described as follows, to-wit: One thousand and sixty (1,060) acres of land, more or less, being a part of the P.A. Sublett League in Polk County, Texas, and being the same tract set apart to Rebecca Kimbrough by the Probate Court of San Augustine County, Texas in the partition of the estate of Henry Roberts, deceased, as shown in the Commissioners' Report dated October 2nd, 1866, to which report reference is here made for a more perfect description.

2. For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 1060 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 shall be held to be a producing well under paragraph "3" hereof. While gas from any well producing gas only is being used or sold by lessee, lessor may have enough of such gas for all stoves and inside lights in the principal dwelling house on said land by making lessor's own connections with the well at lessor's own risk and expense.

(C) To pay lessor as royalty for gas produced from any oil well and used by lessee for the manufacture of gasoline, one-eighth of the market value of such gas. If such gas is sold by lessee, then lessee agrees to pay lessor, as royalty, one-eighth of the net proceeds derived from the sale of said casinghead gas at the wells.

(D) To pay lessor Fifty Cents (50c) per long ton (2240 pounds) on all sulphur produced and marketed from the land hereby leased.

(E) To pay lessor on all other minerals mined and marketed by lessee from the leased premises one-tenth either in kind or value at the well or mine at lessee's election.

5. If operations for drilling a well or excavating a mine be not commenced on said land on or before the day of, 1936, the lease shall terminate as to both parties, unless lessee on or before that date shall pay or tender by the check or draft of lessee, to lessor, or to lessor's credit in the Bank at

or in the Bank at or its successors,

which shall continue as the depository, regardless of changes in ownership of said land, the sum of Dollars, which shall operate as rental and cover the privilege of deferring commencement of operations for the drilling of a well or excavating a mine for twelve (12) months, from said date. In like manner and upon like payments or tenders the commencement of such operations may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

6. If on any rental date there be neither operations in progress for the drilling of a well or excavating a mine on said land, nor production therefrom, because of voluntary shutdown or for any other reason, this lease shall terminate, unless lessee on or before said date shall make or resume the payment of rentals as herein set forth; provided if such operations be abandoned within a period of ninety (90) days prior to any rental date or if production ceases within such ninety (90) days' period, lessee shall have a period of ninety (90) days after such abandonment of operations or cessation of production within which to commence re-working operations or operations for the drilling of another well or excavating a mine, or within which to make said rental payment, and the commencement of such operations or the payment of such rental within said ninety (90) days' period shall have the same force and effect as though commenced or paid on or before said rental date.

7. If, at the expiration of the primary term of this lease neither oil, gas, sulphur nor other mineral is being produced on the leased premises, but lessee is then engaged in drilling for oil or gas or mining for sulphur or other minerals, then this lease shall continue in force so long as drilling or mining operations are being continuously prosecuted on the leased premises; and drilling or mining operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well or mine and the beginning of operations for the drilling of a subsequent well or excavating of a subsequent mine. If oil, gas, sulphur or other minerals shall be discovered and produced from any such well or wells drilling or being drilled or sulphur be discovered and produced from any mine or mines excavated or being excavated at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas, sulphur or other minerals shall be produced from the leased premises.

8. It is specially agreed that in event oil, gas, sulphur or other minerals, is being produced or is obtained from said premises after the expiration of the primary term hereof and said production shall for any reason cease or terminate, lessee shall have the right at any time within ninety (90) days from the cessation of such production to resume drilling or mining operations in the effort to make said leased premises again produce oil, gas, sulphur or other minerals, in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph, and if they result in production of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals is produced from the premises.

9. If said lessor owns a less interest in the leased premises than the entire and undivided fee simple estate, or no interest therein, then the royalties, rents, and other moneys herein provided for shall be paid lessor only in the proportion which lessor's interest, if any, bears to the whole and undivided fee.

10. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except from water wells of lessor. When requested by lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the consent of the lessor. Lessee shall pay for damages caused by all operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. It is agreed that the estate of either party hereto may be assigned in whole or in part and as to any mineral. All the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns and successive assigns. It is expressly agreed, with reference to every change or division whatsoever, and howsoever arising or effected, in the ownership of said land, royalties, rents, or other moneys, or any part of the same, that no such change or division shall operate to increase the obligations or diminish the rights of lessee hereunder. If the ownership of the royalties becomes changed into separate divided portions of said land and the owners of such royalty desire separate gauges for production from such separate tracts, they shall furnish and set separate measuring and receiving tanks and connections therefor at their sole cost and expense, and lessee shall not be required to off-set wells on separate tracts or portions of said land, or to furnish upon or as to any such tract or portion separate measuring or receiving tanks. Notwithstanding any other actual or constructive knowledge or notice whatsoever, thereof, or of to lessee, no change or division in the ownership of the lands, royalties, rents, or other moneys shall be binding upon the owner of the lease unless and until after thirty days' written notice thereof from both lessor and lessor's successor or successors in interest, their successors and assigns, in which all such parties in interest concur, and until such transfers or assignments, in the event such division or change is accomplished in that manner, have been properly recorded in the county or parish where the land lies, and copies thereof certified by the County Clerk or Recorder, shall have been delivered to the record owner of the lease at the time of recordation of such transfers or assignments, said notice and copies to be delivered to said record owner at his or its principal place of business. In the event of the death of lessor or his heirs, devisees, successors or assigns, their successors or assigns, no change in the ownership of the land, royalties, rents, or other moneys hereunder shall be binding on the record owner of the lease until proof satisfactory to such record owner is furnished, evidencing such change in ownership. In event of assignment of this lease as to any part (whether divided or undivided) of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interest of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

12. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving the waste oil that flows down the creeks, ravines and across the land embraced in the lease, whether said oil is produced from land covered by this lease or other lands, and lessor shall be entitled to receive the royalty hereinbefore reserved on all such oil so saved.

13. In case of cancellation or termination of this lease for any cause, lessee shall have the right to retain under the terms hereof twenty-five (25) acres of land around each oil or gas well or mine producing, being worked on, or drilling hereunder, as long as such operations are continued in good faith, such tract to be designated by lessee in as near a square form as practicable.

14. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. Title to the minerals vested in lessee under this lease shall not end or revert to lessor until there is a complete, absolute and intentional abandonment by lessee of each and all of the purposes, expressed or implied, of this lease and every part and parcel of the premises described in this lease. Lessee may, at any time and from time to time, execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises, or any mineral thereunder, and thereby surrender this lease as to such portion or portions, or as to such mineral, and be relieved of all obligations and rentals as to the acreage, or mineral, surrendered.

16. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that lessee shall have the right at any time to pay or reduce for lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said lands and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments due or which may become due to lessor and/or assigns under this lease.

17. It is understood and agreed by all parties hereto that this is a fully paid-up lease with no delay rentals accruing under the terms of same.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

WITNESSES:

Udora Mayes

THE STATE OF ~~XXXX~~ Missouri,
COUNTY OF... Audrain.
Udora Mayes, a widow

TEXAS SINGLE ACKNOWLEDGMENT

Recorder of Deeds

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name.....

.....subscribed to the foregoing instrument, and acknowledged to me that.....he.....executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the.....

.....day of.....

Ross B. Burns, A.D. 1953

Recorder of Deeds ~~Notary Public in and for~~ Audrain County, Missouri

THE STATE OF TEXAS,

COUNTY OF.....

TEXAS WIFE'S SEPARATE ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said wife, acknowledged the same to be her act and deed, and declared that she had willingly executed 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 the.....

.....day of.....

, A.D. 1953

Notary Public in and for.....

County, Texas.

STATE OF TEXAS,
COUNTY OF.....

TEXAS JOINT ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for re-

cord in my office on the 27 day of Jan. 1953 at 8 o'clock A.M., and

was this day duly recorded at 1 o'clock P.M., in Vol. 49 Pages 458
et seq. Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 6 day of Feb. 1953

J. J. McRee,
Clerk, County Court, Polk County, Texas

By Mrs. Ethel Matthews Deputy

me, said authority, and.....

....., who in the presence of..... and
competent witnesses, declares and acknowledges
that.....he.....the identical person..... who executed the foregoing instrument in writing, that the signature.....thereto.....own true and genuine
signature....., and that.....he.....executed said instrument of..... own free will....., and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer....., and me, said Notary, after reading the whole.

WITNESSES:

Notary Public in and for.....

Parish, Louisiana.

STATE OF LOUISIANA,
PARISH OF.....

LOUISIANA WITNESS ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared

to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he
subscribed his name to the foregoing instrument as a witness, and that he knows.....

the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw..... sign the same as.....
voluntary act and deed, and that he, the said.....
same at the same time as an attesting witness.....
subscribed his name to the

Sworn to and subscribed before me, this..... day of....., 1953.

Notary Public in and for..... Parish, Louisiana.

(Affiant)

No.

#6968 T-118874
Oil, Gas and Mineral Lease

FROM

Udora Mayes

TO

Shell Petroleum Corp.

.....

Dated....., 1953.....

No. Acres.....

..... County, Texas

..... Parish, La.

Tern.....

This instrument was filed for record on the 27

day of Jan. 1953 at 8 o'clock A.M., and duly recorded

Book.....

35

Page.....

of Records of this office.

..... M., and duly recorded

Book.....

35

Page.....

..... or Recorder

By J. J. McRee
Ruth Mae Baker
County Clerk
or Recorder
Deputy

When Recorded RETURN TO
WHEN RECORDED RETURN TO

SHELL OIL COMPANY, Incorporated

LAND DEPARTMENT

HOUSTON AREA

SHELL BUILDING

HOUSTON, TEXAS

C-88 REVISED

File W/M

711887-2

NO.

8726. Wm. FREE ET AL TO SHELL PETROLEUM CORPORATION. OIL, GAS AND MINERAL LEASE.

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into the 13th day of August, 1936, by and between Wm. Free, Lillie Gentile, Lillie Kennedy and husband, J. T. Kennedy, H. McElroy, J. H. McElroy, Louise Oliver and husband, W. H. Oliver, 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 Ten & no/100 (and other valuable consideration) 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 of exploring, drilling, mining, and operating for, producing, and owning oil, gas, sulphur and all other minerals and of laying pipelines 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 Polk State of Texas, described as follows, to-wit:

The North ten hundred sixty-one (1061) acres of the P. A. Sublett League, being all of Lot No. 6 awarded to Rebecca Kimbrough in the partition suit of the Henry Roberts estate.

2. For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 1061 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 five (5) 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 royalty is so paid such well shall be held to be a producing well under paragraph "3" hereof. While gas from any well producing

only is being used or sold by lessee, lessor may have enough of such gas for all stoves and inside lights in the principal dwelling house on said land by making lessor's own connections with the well at lessor's own risk and expense.

(C) To pay lessor as royalty for gas produced from any oil well and used by lessee for the manufacture of gasoline, one-eighth of the market value of such gas. If such gas is sold by lessee, then lessee agrees to pay lessor as royalty, one-eighth of the net proceeds derived from the sale of said casinghead gas at the wells.

(D) To pay lessor Fifty Cents (50c) per long ton (2240 pounds) of all sulphur produced and marketed from the land hereby leased.

(E) To pay lessor on all other minerals mined and marketed by lessee from the leased premises one-tenth either in kind or value at the well or mine at lessee's election.

5. If operations for drilling a well or excavating a mine be not commenced on said land on or before the 13th day of August, 1937, this lease shall terminate as to both parties, unless lessee on or before that date shall pay or tender by the check or draft of lessee, to lessor, or to lessors, credit in the Silsbee State Bank at Silsbee, Texas, or its successors, or in the First National Bank in Houston at Houston, Texas, or its successors, which shall continue as the depository, regardless of changes in ownership of said land, the sum of Fifty & No/100 (\$50.00) Dollars, which shall operate as rental and cover the privilege of deferring commencement of operations for the drilling of a well or excavating a mine for twelve (12) months, from said date. In like manner and upon like payments or tenders the commencement of such operations may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

6. If on any rental date there be neither operations in progress for ^{the} drilling of a well or excavating a mine on said land, nor production therefrom, because of voluntary shutdown or for any other reason, this lease shall terminate, unless lessee on or before said date shall make or resume the payment of rentals as herein set forth; provided if such operations be abandoned within a period of ninety (90) days prior to any rental date or if production ceases within such ninety (90) days' period, lessee shall have a period of ninety (90) days after such abandonment of operations or cessation of production within which to commence re-working operations or operations for the drilling of another well or excavating a mine or within which to make said rental payment and the commencement of such operations or the payment of such rental within said ninety (90) days period shall have the same force and effect as though commenced or paid on or before said rental date.

7. If, at the expiration of the primary term of this lease neither oil, gas sulphur nor other minerals is being produced on the leased premises, but lessee is then engaged in drilling for oil or gas or mining for sulphur or other minerals, then this lease shall continue in force so long as drilling or mining operations are being continuously prosecuted on the leased premises; and drilling or mining operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well or mine and the beginning

of operations for the drilling of a subsequent well or excavating of a subsequent mine. If oil, gas, sulphur or other minerals shall be discovered and produced from any such well or wells drilling or being drilled or sulphur be discovered and produced from many mine or mines excavated or being excavated at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas, sulphur or other minerals shall be produced from the leased premises.

8. It is especially agreed that in event oil, gas, sulphur or other minerals, is being produced or is being produced or is obtained from said premises after the expiration of the primary term hereof, and said production shall for any reason cease or terminate, lessee shall have the right at any time within ninety (90) days from the cessation of such production to resume drilling or mining operations in the effort to make said leased premises again produce oil, gas, sulphur or other minerals, in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph and if they result in production of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals is produced from the premises.

9. If said lessor owns a less interest in the leased premises than the entire and undivided fee simple estate, or no interest therein, then the royalties, rentals and other moneys herein provided for shall be paid lessor only in the proportion which lessor's interest, if any, bears to the whole and undivided fee.

10. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except from water wells of lessor. When requested by lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the consent of the lessor. Lessee shall pay for damages caused by all operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. It is agreed that the estate of either party hereto may be assigned in whole or in part and as to any mineral. All the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns and successive assigns. It is expressly agreed, with reference to every change or division whatsoever, and however arising or or affected in the ownership of said land, royalties or rental or other moneys, or any part of the same, that no such change or division shall operate to increase the obligations or diminish the rights of lessee hereunder. If the ownership of the royalties becomes changed into separate divided portions of said land and the owners of such royalty desire separate gauges for production from such separate tracts, they shall furnish and set separate measuring and receiving tanks and connections therefor at their sole cost and expense, and lessee shall not be required to off-set wells on separate tracts or portions of said land, or to furnish upon or as to any such tract or portion separate measuring or receiving tanks. Notwithstanding any other actual or constructive knowledge or notice whatsoever, thereof, of or to lessee, no change or division in the ownership of the lands, royalties, delay rentals, or other moneys shall be binding upon the owner of the lease unless and until after thirty days' written notice thereof from both lessor and lessor's successor or successors in interest, their successors and assigns, in which all such parties in interest concur, and until such transfers or assignments in the event such division or change is accomplished in that manner, have been properly recorded in the County or parish where the land lies, and copies thereof certified by the County Clerk or Recorded, shall have been delivered to the record owner of the lease at the time of recordation of such transfers or assignments, said notice and copies to

be delivered to said record owner at his or its principal place of business. In the event of the death of lessor or his heirs, devisees, successors or assigns, their successors or assigns, no change in the ownership of the land, royalties, delay rentals or other moneys hereunder shall be binding on the record owner of the lease until proof satisfactory to such record owner is furnished, evidencing such change in ownership. In event of assignment of this lease as to any part (whether divided or undivided) of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners, ratable according to the surface area or undivided interest of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties becomes entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

12. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving the waste oil that flows down the creeks, ravines and across the land embraced in the lease, whether said oil is produced from land covered by this lease or other lands, and lessor shall be entitled to receive the royalty hereinbefore reserved on all such oil so saved.

13. In case of cancellation or termination of this lease for any cause, lessee shall have the right to retain under the terms hereof twenty-five (25) acres of land around each oil or gas well or mine producing, being worked on, or drilling hereunder, as long as such operations are continued in good faith, such tract to be designated by lessee in as near a square form as practicable.

14. In the event lessor considers that lessee has not complied with its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. Title to the minerals vested in lessee under this lease shall not end or revert to lessor until there is a complete, absolute and intentional abandonment by lessee of each and all of the purposes, expressed or implied of this lease and every part and parcel of the premises described in this lease. Lessee may, at any time and from time to time, execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises, or any mineral thereunder, and thereby surrender this lease as to such portion or portions, or as to such mineral, and be relieved of all obligations and rentals as to the acreage, or minerals, surrendered.

16. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that lessee shall have the right at any time to pay or reduce for lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said lands and be subrogated to the rights of the holder thereof and to de-

duct amounts so paid from royalties or other payments due or which may become due to lessor and/or assign under this lease.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

Wm Free

Lillie Kennedy

J. T. Kennedy

J. H. McElroy

H. McElroy

W. H. Oliver

Louise Oliver

Lillie Gentile

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared Wm. Free, and J. H. McElroy, known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of August, A. D. 1936.

C. B. Kimmins

Notary Public in and for Brazoria County, Texas.

(SEAL)

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, Kent Ridley, Jr. a Notary Public in and for said County and State, on this day personally appeared H. McElroy known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 13th day of August, A. D. 1936.

Kent Ridley, Jr.

Notary Public Harris County, Texas.

(SEAL)

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. T. Kennedy and Lillie Kennedy, 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 August A. D. 1936.

C. B. Kimmins

Notary Public in and for Brazoria County, Texas.

(SEAL)

STATE OF TEXAS

COUNTY OF LIBERTY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. H. Oliver and Louise Oliver, 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 14 day of August, A. D. 1936.

(SEAL)

W. C. Morgan
Notary Public in and for Liberty
County, Texas.

THE STATE OF TEXAS
COUNTY OF GONZALES

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared Lillie Gentile known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of Aug. A. D. 1936.

(SEAL)

P. G. Muenzler
Notary Public.

Filed for record in my office on the 18 day of Aug. 1936 at 8 O'Clock A. M., and was this day duly recorded at 11 O'Clock A. M., in Vol. 17 pages 596, et seq., Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston, this 24 day of Aug. 1936.

(SEAL)

C. B. Marsh
Clerk County Court, Polk County,
Texas.

BY Maurice Alexander Deputy.

THE STATE OF TEXAS
COUNTY OF POLK

I, ALINE STEPHENSON, COUNTY CLERK IN AND FOR POLK COUNTY,
STATE OF TEXAS, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING
IS A TRUE AND CORRECT COPY OF:

Oil, Gas & Mineral Lease

File#8726

From: William Free Et Al
To: Shell Petroleum Corp.

AS THE SAME APPEARS OF RECORD IN MY OFFICE IN Oil & Gase
BOOK NO17 PAGE 596.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED THE IMPRESS OF THE OFFICIAL SEAL OF POLK COUNTY COURT,
AT MY OFFICE IN THE CITY OF LIVINGSTON, COUNTY OF POLK, STATE
OF TEXAS, ON THIS THE 10th DAY OF October A.D. 1983.

ALINE STEPHENSON
COUNTY CLERK POLK COUNTY, TEXAS

BY Shirley Cain
Shirley Cain DEPUTY

Agreement, Made and entered into the 23rd day of March 1933 by and between Arch MacDonald whose postoffice address is 501, Chronicle Building, Houston, Texas, hereinafter called lessor (either one or more) and Shell Petroleum Corporation hereinafter called lessee:

1: Witnesseth: That the said lessor for and in consideration of Ten & No/100 (\$10.00) dollars cash inhand 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 unto the said lessee for the purpose and with the exclusive right of exploring, drilling mining, and operating for, producing, and owning oil, gas, sulphur and all other minerals and of laying pipe lines and 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 Counties of Folk & Liberty State of Texas, described as follows, to-wit:

The North 300 acres of that part of the P.A. Sublett Survey Abst. No 71, lying in Liberty County, Texas; and all of the P.A. Sublett Survey, Abst. No 71, lying in Polk County, Texas.

2. 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 seven(7)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 consideraton 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 lessor, to pay lessor the average of the posted market price of such one-eighth of such oil as of the day it is run in 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. While gas from any well producing gas only is being used or sold by lessee, lessor may have enough of such gas for all stoves and inside lights in the principal dwelling house on said land by making lessor's own connections with the well at lessor's risk and expense.

(C) To pay lessor as royalty for gas produced from any oil well and used by lessee for the manufacture of gasoline, one-eighth of the marketvalue of such gas. If such gas is sold by lessee then lessee agrees to pay lessor, as royalty, one-eighth of the net proceeds derived from the sale of said casinghead gas at the wells.

(D) To pay lessor One Dollar per long ton (2240 pounds)on all sulphur produced and marketed from the land hereby leased.

(E) To pay lessor on all otherminerals mined and marketed by lessee from the leased pre-

mises one-tenth either in kind or value at the well or mine at Lessee's election.

5. If operations for drilling a well or excavating a mine be not commenced on said land, on or before the 23d day of March 1934 this lease shall terminate as to both parties, unless lessee on or before that date shall pay or tender by the check or draft of lessee, to lessor, or to lessor's credit in the First National Bank at Houston, Texas, or its successors, or in the National Bank of Commerce at Houston, Texas, or its successors which shall continue as a depository, regardless of changes in ownership of said land, the sum of One & 50/100 (\$1.50) per acre which shall operate as rental and cover the privilege of deferring commencement of operations for the drilling of a well or excavating a mine for twelve(12)months, from said date. In like manner and upon like payments or tenders the commencement of such operations may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein covers not only the privileges granted on the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

6. If on any date there be neither operations in progress for the drilling of a well, excavating a mine on said land, nor production therefrom, because of voluntary shutdown, or for any other reason, this lease shall terminate, unless lessee on or before said date shall make, or resume the payment of rentals as herein set forth; provided if such operations be abandoned within a period of ninety(90)days prior to any rental date or if production ceases within said ninety(90)days period, lessee shall have a period of ninety(90)days after such abandonment of operations or cessation of production within which to commence re-working operations or operations for the drilling of another well or excavating a mine, or within which to make said rental payment, and the commencement of such operations or the payment of such rental within said ninety(90)days period shall have the same force and effect as though commenced or paid on or before said rental date.

7. If at the expiration of the primary term of this lease neither oil, gas, sulphur, or other mineral is being produced on the leased premises, but lessee is then engaged in drilling for oil or gas or mining for sulphur or other minerals, then this lease shall continue in force so long as drilling or mining operations are being continuously prosecuted in the leased premises; and drilling or mining operations shall be considered to be continuously prosecuted if not more than ninety(90)days shall elapse between the completion or abandonment of one well or mine and the beginning of operations for the drilling of a subsequent well or excavating a subsequent mine. If oil, gas, sulphur or other minerals shall be discovered and produced from any such well or wells drilling or being drilled or sulphur be discovered and produced from any mine or mines excavated or being excavated at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas, sulphur or other minerals shall be produced from the leased premises.

8. It is specially agreed that in event oil, gas, sulphur or other minerals, is produced or is obtained from said premises after the expiration of the primary term hereof and said production shall for any reason cease or terminate, lessee shall have the right at any time within ninety(90)days from the cessation of such production to resume drilling or mining operations in the effort to make said leased premises again produce oil, gas, sulphur or other minerals, in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph, and if they result in production of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals is produced from the premises.

9. If said lessor owns a less interest in the leased premises than the entire and undivided fee simple estate, or no interest therein, then the royalties, rentals, and other moneys provided for shall be paid lesser only in the proportion which lessor's interest bears to the

the whole and undivided fee.

10. Lessee shall have the right to use free of cost, gas, oil, and water produced on said land for all operations thereon, except from water wells of lessor. When requested by lessor lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the consent of the lessor. Lessee shall pay for damages caused by all operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. It is agreed that the estate of either party hereto may be assigned in whole or in part or as to any mineral. All the covenants, obligations, and considerations of the estate shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns, and successive assigns. It is expressly agreed, with reference to every change or division whatsoever, and howsoever, arising or affected, in the ownership of said land, royalties or rental or other moneys, or any part of the same, that no such change or division shall operate to increase the obligations or diminish the rights of lessee hereunder. If the ownership of the royalty becomes changed into separate divided portions of said land and the owners of such royalty desire separate gauges for production from such separate tracts, they shall furnish and set separate measuring and receiving tanks and connections therefor at their sole cost and expense. Lessee shall not be required to offset wells on separate tracts or portions of said land or to furnish upon or as to any such tract or portion separate measuring or receiving tanks; and notwithstanding any other actual or constructive knowledge or notice whatsoever thereof, of or to lessee, no such change or division shall be binding upon the owner of the lease unless and until after thirty days written notice thereof, from both lessor and lessor's successor or successors in interest, their successors and assigns, in which all such parties in interest concur, and until such transfers or assignments have been properly recorded in the county or parish where the land lies and copies thereof certified by the County Clerk or Recorder, shall have been delivered to the record owner of the lease on the date of recordation of such transfers or assignments, said notice and copies to be delivered to said record owner at his or its principal place of business. In event of assignment of this as to any part (whether divided or undivided) of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area or undivided interest of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, lessee may withhold payment therefrom unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

12. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving the waste oil that flows down the creeks ravines and across the land embraced in the lease, whether said oil is produced from land covered by this lease or other lands, and lessor shall be entitled to receive the royalty hereinbefore reserved on all such oil so saved.

13. In case of cancellation or termination of this lease for any cause, lessee shall have the right to retain under the terms hereof twenty five (25) acres of land around each oil or gas well or mine producing, being worked on, or drilling hereunder, as long as such operations are continued in good faith, such tract to be designated by lessee in a near square form as practicable.

14. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing setting out specifically in what respects lessee has breached this contract. Lessee shall then have

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sixty(60)days after receipt of said notice within which to meet or commence to meet all or any of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty(60)days after the service of such notice on lessee. Neither the serving of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all obligations hereunder.

15. Title to the minerals vested in lessee under this lease shall not end or revert to lessor until there is a complete, absolute and intentional abandonment by lessee of each and all of the purposes, expressed or implied, of this lease and every part and parcel of the premises described in this lease. Lessee may, at any time and from time to time, execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises, or any mineral thereunder, and thereby surrender this lease as to such portion or portions, or as to such mineral and be relieved of all obligations and rentals as to the acreage, or mineral, surrendered.

16. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that lessee shall have the right at any time to pay or reduce for lessor either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said lands and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments due or which may become due to lessor and/or assigns under this lease.

In Testimony Whereof, we sign as of the day year first above written.

WITNESSES:

Arch MacDonald

THE STATE OF TEXAS |

COUNTY OF HARRIS) (

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Arch MacDonald known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the 30th day of March A.D. 1933.

(SEAL)

H. J. Pickrel
Notary Public in and for Harris
County, Texas.

Filed for record in my office on the 31st day of March 1933 at 11 o'clock A.M., and was this day duly recorded at 4:25 o'clock P.M., in Vol. 10 Pages 405, et seq., Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston, this 31st day of March 1933.

(SEAL)

Alex Jones
Clerk County Court Folk County,

By Agnes Nerd Deputy

THE STATE OF TEXAS
COUNTY OF POLK

I, ALINE STEPHENSON, COUNTY CLERK IN AND FOR POLK COUNTY,
STATE OF TEXAS, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING
IS A TRUE AND CORRECT COPY OF:

Oil, Gase & Mineral Lease
From: Arch MacDonald
To: Shell Petroleum Corporation

AS THE SAME APPEARS OF RECORD IN MY OFFICE IN Oil & Gase
BOOK NO. 10 PAGE 405.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED THE IMPRESS OF THE OFFICIAL SEAL OF POLK COUNTY COURT,
AT MY OFFICE IN THE CITY OF LIVINGSTON, COUNTY OF POLK, STATE
OF TEXAS, ON THIS THE 10th DAY OF October A.D. 1983.

ALINE STEPHENSON
COUNTY CLERK POLK COUNTY, TEXAS

BY Shirley Cain
Shirley Cain DEPUTY

T-41239

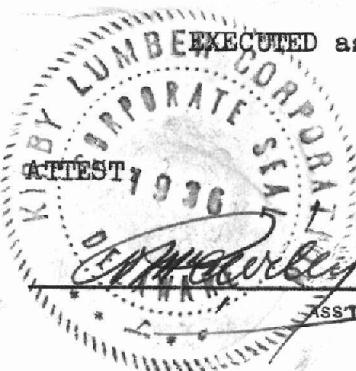
THE STATE OF TEXAS :

COUNTY OF POLK :

KNOW ALL MEN BY THESE PRESENTS: That

4/12/39

KIRBY LUMBER CORPORATION, Lessor, has as of this day executed and delivered to ---SHELL OIL COMPANY-----, Lessee, an Oil and Gas Lease Agreement, an executed copy of which is in the possession of Lessor and Lessee, covering the lands in --POLK-----County, Texas, described in Exhibit "A" hereto attached; and Lessor hereby leases unto Lessee for the sole and only purpose of exploring, drilling, operating for and producing oil and gas, and laying pipelines, building tanks, power stations, roads, communication lines and other structures, and maintaining such works, to save and take care of and transport said products on and from the land so described, subject to all the terms, provisions and conditions specified in said Oil and Gas Lease Agreement, and for the considerations therein stated.



R. McC. WILEY
SECRETARY

KIRBY LUMBER CORPORATION, Lessor

By J. K. Herndon
Executive Vice President

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared J. K. Herndon, Executive Vice President of KIRBY LUMBER CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of said KIRBY LUMBER CORPORATION.

GIVEN under my hand and seal of office this 21st day of October, A.D., 1966.

Dixie D. Raspberry
Notary Public in and for
Harris County, Texas



T-41239

T-41239

EXHIBIT "A"

To Oil and Gas Lease executed as of August 8, 1966, between KIRBY LUMBER CORPORATION, Lessor, and SHELL OIL COMPANY, Lessee, covering lands in Polk County, Texas, to-wit:

118.36 acres of land, more or less, being a part of that certain 271-acre tract located in the Northwest corner of the P. A. Sublett League, described as the NINETEENTH TRACT in Deed dated October 1, 1928, from West Lumber Company to Kirby Lumber Company, recorded in Volume 88, Page 9, et seq., of the Records of Polk County, Texas, said 118.36-acre tract being the North half of the Main Body of the NINETEENTH TRACT as such tract is defined under Tract 16 of Section 1 of Article III, and as such Main Body is described under Tract 14, of Article II, in that certain Partition Agreement dated December 1, 1964, between Kirby Lumber Corporation and Wesley W. West and Margene Lloyd West, et al, recorded in Volume 207, Page 135, of the Deed Records of Polk County, Texas.

IDENTIFIED BY:

Jen Ditch
For Lessor

H.B. Echaley
For Lessee

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 14 day of Nov. 1966 at 8 o'clock A.M., and was this day duly recorded at 10 o'clock P.M., in Vol. 70 Pages 164 et. seq. Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston this 16 day of Nov 1966

K. W. KENNEDY

Clerk, County Court, Polk County, Texas

By Aline Stephenson Deputy

Kirby Lumber Corporation

To

Shell Oil Company

Memorandum of Lease

FILED FOR RECORD

This 14 day of May 1966
At 10 O'clock A.M.

K. W. KENNEDY
County Clerk, Polk County, Texas

By *K. W. Kennedy*, Deputy
Shell oil Co

A S S I G N M E N T

T16368

THIS AGREEMENT, Made and entered into this 20th day
of February, 1939, by and between George L. Peyton and W. M.
Peyton, Parties of the First Part, hereinafter called "ASSIGNOR"
and Shell Petroleum Corporation, Party of the Second Part,
hereinafter called "ASSIGNEE";

W I T N E S S E T H: That

WHEREAS, ASSIGNOR is the present owner and holder of
all of the right, title, and interest conferred by the here-
inafter described oil and gas leases covering the property
described hereinbelow, to wit:

1. Oil and gas lease dated November 10, 1938 by and
between West Securities Company and Kirby Lumber Corporation,
lessors, and George L. Peyton and W. M. Peyton, lessees, cov-
ering, among other lands, the following described property,
to wit:

(a) "SECOND TRACT": 60 acres of land, more or
less, out of and a part of the G. S. Thomas League,
Abstract 72 in Polk County, Texas, being all of a
certain 70 acre tract (less and except 10 acres
around the Peyton Brothers, Kirby-West Well No. B-1,
said 70 acre tract) being more particularly describ-
ed as follows:

BEGINNING at the Northwest corner of the 94 acre
tract hereinabove described as the FIRST TRACT
said beginning point being located due North 1536.7
feet and due east 1303 feet from the Peyton Brothers
Kirby-West Well No. B-1 for the Northeast corner of
the herein described tract;
THENCE West parallel with the South line of the
said Thomas League, a distance of 1633 feet to a
point for corner;
THENCE due South, a distance of approximately 1867
feet to a point on the North line of the P. A.
Sublett League, being the South line of the said
Thomas League;

THENCE East with the North line of the said P. A. Sublett League, being the South line of the said Thomas League, a distance of 1633 feet to the Southwest corner of the said FIRST TRACT of 94 acres;

THENCE due North with the West line of said FIRST TRACT passing through a point located due East 1303 feet from the said Peyton Brothers, Kirby-West Well No. B-1, a distance of approximately 1867 feet to the place of beginning and containing 70 acres of land LESS AND EXCEPT a 10 acre tract of land around the said Peyton Brothers, Kirby-West Well No. B-1, being more particularly described as follows:

BEGINNING at a point located due North 330 feet and due East 330 feet from the said Peyton Brothers, Kirby-West Well No. B1 for the Northeast corner of the herein described tract;

THENCE West parallel with the South line of the said Thomas League, a distance of 660 feet to point for corner on the West line of the herein above described 70 acre tract;

THENCE due South with the West line of the said 70 acre tract a distance of approximately 660 feet to the Southwest corner of same;

THENCE East with the South line of the said 70 acre tract, a distance of 660 feet to a point located due South of the beginning point of the herein described tract;

THENCE due North, a distance of approximately 660 feet to the place of beginning and containing 10 acres of land to be deducted from the above described 70 acre tract leaving a net residue of 60 acres of land, more or less.

(b) "FOURTH TRACT": 140 acres of land, more or less, out of and a part of the G. S. Thomas League, Abstract 72, Polk County, Texas, and being more particularly described as follows:

BEGINNING at the Northwest corner of a 100 acre tract herein above described as the THIRD TRACT for the Northeast corner of the herein described tract;

THENCE West parallel with the South line of the said Thomas League, a distance of 3267 feet to a point for corner;

THENCE due South a distance of approximately 1867 feet to a point on the North line of the Peter J. Menard League, being the South line of the said Thomas League and being the Southwest corner of the herein described tract;

THENCE East with the North lines of the said Peter J. Menard League and the Kirby-West 271 acre tract in P. A. Sublett League, being also the South line of the said Thomas League, a distance of 3267 feet to the Southwest corner of the said THIRD TRACT of 100 acres; THENCE due North with the West line of the said THIRD TRACT, a distance of approximately 1867 feet to the place of beginning and containing 140 acres of land, more or less.

(c) "SIXTH TRACT": 100 acres of land, a part of the P. A. Sublett League, Abstract 71, in Polk County, Texas, described as follows: BEGINNING at the Northwest corner of said Sublett League; THENCE East along the North boundary line of said league 381.45 varas to point for corner, being the Northeast corner of this 100 acre tract; THENCE South parallel with the West line of said Sublett League 1480 varas to point for the Southeast corner of this 100 acre tract, being in the South line of that certain 271 acres tract of land in said Sublett League, conveyed by West Lumber Company to Kirby Lumber Company by deed dated October 1st, 1928; THENCE West along and with the South line of said 271 acres tract to point for corner in the West boundary line of said Sublett League, the same being the East boundary line of the Peter J. Menard League; THENCE North along and with said league line 1480 varas to the place of beginning, containing 100 acres of land.

And,

2. An oil and gas lease dated December 14, 1938 by and between Clark Davis and S. H. Bergman, lessors, and George L. Peyton and W. M. Peyton, lessees, covering, among other land, the tract of land described hereinabove as tract (c) "SIXTH TRACT", mentioned and more fully described hereinabove; and

3. An oil and gas lease dated January 20, 1939 by and between Mary E. McDonald, individually and as independent executrix of the estate of L. A. McDonald, deceased, lessor, among others, and George L. Peyton and W. M. Peyton, lessees, covering tract (c) "SIXTH TRACT", hereinabove described in lease No. 1; and

WHEREAS, Lease No. 1 hereinabove described provides for the commencement of the drilling of a well within sixty days from the date of the execution thereof, which said well has now been drilled and completed by ASSIGNOR as a commercial producer in paying quantities; and

WHEREAS, Said lease No. 1, in addition to a royalty provision therein in favor of the lessor in the amount of 1/6 of the oil, gas, and casinghead gas produced therefrom, provides for an overriding royalty payment of \$45,000 out of 1/4 of 5/6 of the first oil, gas, and casinghead gas produced from said tracts (a), (b), and (c), described hereinabove, until said lessors, jointly, have received the sum of \$45,000; subject to a proportionate reduction in the event lessors therein own less than a full and undivided 1/2 interest each in the minerals under any of said tracts;

NOW, THEREFORE, For and in consideration of the sum of \$10⁰⁰, the receipt of which is hereby acknowledged, ASSIGNOR herein, George L. Peyton and W. M. Peyton, do hereby grant, bargain, sell, transfer, and assign and convey unto ASSIGNEE herein, Shell Petroleum Corporation, its successors and assigns, the above described leases and leasehold estates and all rights thereunder, together with all personal property used or obtained in connection therewith in so far as same cover the above described tracts of land.

And for the same consideration ASSIGNOR, their heirs, successors, and representatives, do hereby covenant with the said ASSIGNEE, its heirs, successors, or assigns, that they are the lawful owners of said leases and all rights thereunder; that all payments required under the terms of said leases to

the time of the making of this assignment have been paid; that they have good right and authority to sell and convey the same; and that said rights, interest, and property are free and clear from all liens and encumbrances; and that all royalty and overriding royalty due and payable thereunder to date has been paid; and that they will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The undersigned owners and ASSIGNOR herein have signed and sealed this instrument on this 20th day of February, 1939.

Geo L. Peyton X
W. M. Peyton X

STATE OF TEXAS ✓)
COUNTY OF Harris ✓)

BEFORE ME, The undersigned authority, Notary Public in and for the county and State aforesaid, on this day personally appeared GEORGE L. PEYTON and W. M. PEYTON, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE On this 21 day of February, A.D., 1939.

J.W. Brandon ✓
Notary Public.

H 419

See L. Peaton, et al
to

Shell Petroleum Corp

assignment

PROOF READ

FILED FOR RECORD

This 7 day, A.D. 1939

of March, o'clock A.M.

at J. W. McKee
Clark County Court, Polk County, Texas
By Max McEachern
Deputy

STATE OF TEXAS

County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 7 day of March 1939 at 8 o'clock A.M., and was this day duly recorded at 8:10 o'clock A.M., in Vol. 21 Pages 500 et seq., Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston, this, 10 day of March 1939.

J. W. McKee

Clerk County Court, Polk County, Texas

By Audrey Rhein Deputy.

POOR QUALITY DOCUMENT

- ONE OR MORE PAGES OF THE ORIGINAL DOCUMENT HAVE BEEN SCANNED MULTIPLE TIMES TO CAPTURE STAMPS, LIGHT SIGNATURES OR LOW CONTRAST CHARACTERISTICS.

- ONE OR MORE PAGES OF THE ORIGINAL DOCUMENT WERE CUT OFF.

- ONE OR MORE PAGES OF THE ORIGINAL DOCUMENT HAVE ILLEGIBLE TEXT ON ALL OR PART OF THE PAGE.

7-12744

Assignment of Oil and Gas Lease

Whereas, On the 20th day of March, 19³³, a certain oil and gas mining lease was made and entered into by and between

Fred L. Doucette

Grantor Dessor

and C. F. Fain

Grantee Desser

covering the following described land in County of Polk and State of Texas, to:

BEGINNING at the N.E. cor. of the 271 acre survey and in the N. line of the said Sublett League, a pine 16 in. brs. S 74 E 8 vrs; THENCE S with the E line of said 271 acres 740 vrs. to an inner cor. of same stake from which a beech 14 in. brs. N 85 E 5 vrs; THENCE E at 400 vrs. pass another N.E. cor. of said 271 acres at 1210 vrs. cor. in the N. line of B. Baileys 80 acre tract from which a white oak 16 in. brs. N 55 W 4½ vrs., white oak 14 in. brs. N.W. 7 vrs.; THENCE N with said Bailey's W. line 740 vrs. to his N.W. cor. in the N. line of said league, a stake from which a magnolia 8 in. brs. N 62 W 6 vrs. a beech 7 in. brs. N.W. 7 vrs.; THENCE W with said league line 1210 vrs. to the PLACE OF BEGINNING, containing 158.48 acres of land,

Said lease being recorded in the office of the Register of Deeds in and for said County in book 10, page 355, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by

Dick Schwab

Now, therefore, For and in consideration of One Dollar (and other good and valuable consideration the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby, bargain, sell, transfer, assign and convey unto Shell Petroleum Corporation

all of the right, title and interest of the original lessee and present owner in and to the said lease and rights thereunder, [REDACTED]

together with all personal property used or obtained in connection therewith to

Shell Petroleum Corporation

and its heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, do covenant with the said assignee, its heirs, successors or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid, and that the undersigned will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The undersigned owner and assignor has signed and sealed this instrument this 3 day of February, 1934.

Dick Schwab

19 34

Seal

OKLAHOMA FORM OF ACKNOWLEDGMENT

STATE OF OKLAHOMA,

} SS.

County of

On this day of A. D., 19....., before me, the
a Notary Public in and for said County and State aforesaid, personally appeared

to me known to be the identical person... who executed the within and foregoing instrument and acknowledged to me that
executed the same as..... free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission expires..... 19.....

Notary Public.

KANSAS FORM OF ACKNOWLEDGMENT

STATE OF KANSAS,

} SS.

County of

BE IT REMEMBERED, That on this day of in the year of our Lord one thousand
nine hundred and before me, a Notary Public, in and for said County and State,
came and
to me personally known to be the identi' person... who executed the above and foregoing instrument, and who each
duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first
above written.

My Commission Expires.....

Notary Public.

TEXAS FORM OF ACKNOWLEDGMENT

STATE OF TEXAS,

} SS.

County of Harris the

Before me, undersigned authority a Notary Public, in and for said County and State, on this day
personally appeared Dick Schwab known to
be the identical person whose name is subscribed to the foregoing instrument and acknowledged to me that he ex-
ecuted the same as..... the purposes and consideration therein expressed.
Given under my hand and seal of office, this 3rd day of February, A. D., 19.....

STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was
filed for record in my office on the 9th day of Feb 1934 at 8 o'clock
A. M., and was this day duly recorded at 10:15 o'clock A. M., in Vol. 14 Pages
231, et seq., Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston, this 22nd day of Feb.
1934.

Alex Jones
Clerk County Court Polk County, Texas.
By Mrs. C. St. Matthews Deputy.

County

No 44-1

Assignment of Oil & Gas Lease

FROM

Dick Schwab

TO

SHELL Petroleum Company

FILED FOR RECORD

Feb 12 1934S. H. Johnson
SHELL Petroleum Company, TexasFeb 12 1934

When Recorded, return to

WHEN RECORDED RETURN TO
SHELL PETROLEUM CORPORATION
LAND DEPARTMENT
SHELL BUILDING
HOUSTON, TEXAS

THE STATE OF TEXAS

COUNTY OF LIMESTONE

BEFORE ME, the undersigned, a Notary Public, Evelyn
Dunn, in and for said County, Texas, on this day personally appeared Mrs. Lelia Peyton, wife of Geo. L. Peyton known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs. Lelia Peyton acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of February, A. D. 1939.

Evelyn Dunn
Notary Public in and for Limestone
County, Texas

STATE OF TEXAS

County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 13th day of Feb 1939 at 2 o'clock P.M., and was this day duly recorded at 3 o'clock P.M., in Vol. 21 Pages 315, et seq., Oil and Gas Lease Records of said County.

Witness my hand and official seal at office in Livingston, this 13th day of Feb 1939.

g. n. mckee

Clerk County Court Polk County, Texas.
By *Mrs. Extramontes* Deputy.

STATE OF TEXAS

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1323

COUNTY OF POLK

MEMORANDUM OF ASSIGNMENT

SHELL OIL & GAS INVESTMENT LIMITED PARTNERSHIP, a Delaware limited partnership, having an address of P.O. Box 831, Houston, Texas 77001, hereby gives notice that effective December 1, 1993, for good and valuable consideration, it assigned and conveyed to SHELL ONSHORE VENTURES INC., a Delaware corporation, having an address of P.O. Box 576, Houston, Texas 77001, all of its right, title and interest in the oil, gas, and mineral leases, mineral rights, and fee interests described on Exhibit A hereto, including but not limited to, all recorded and unrecorded contracts and agreements, rights in production, water rights, easements, permits and licenses, royalty and overriding royalty interests, wells, equipment and facilities used in connection with or pertaining to the real property described on Exhibit A hereto.

IN WITNESS WHEREOF, this Memorandum of Assignment has been executed this 17 day of February, 1994.

SHELL OIL & GAS INVESTMENT LIMITED PARTNERSHIP

By: Shell Offshore Inc., its Managing General Partner

By: B. D. Griffin

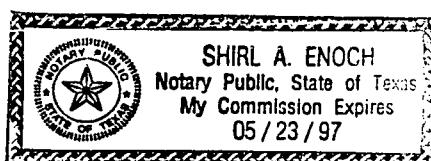
B. D. Griffin, Attorney-in-Fact

STATE OF TEXAS §

COUNTY OF HARRIS §

On this 17 day of February, 1994, personally appeared B. D. Griffin, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for Shell Offshore Inc., Managing General Partner of Shell Oil & Gas Investment Limited Partnership, a limited partnership, and acknowledged to me that he subscribed the name of Shell Oil & Gas Investment Limited Partnership as principal, and his own name as Attorney-in-Fact for Shell Offshore Inc., its Managing General Partner.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of February, 1994.



STATE OF TEXAS

COUNTY OF POLK

SHELL FILE NO.	DATE	LESSOR NAME	REC. DATA	DESCRIPTION
T 11887 1 001	03/23/33	ARCH MACDONALD	VOL 10 PG 405	1473.5 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71 AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 11887 2 001	08/13/36	WM FREE ET AL	VOL 17 PG 596	1061 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 11887 3 001	06/19/36	JAMES A FOWLER ET AL	VOL 144 PG 332	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 11887 4 001	06/21/36	CARRIE MAY MARSHALL ET AL	VOL 49 PG 454	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 11887 5 001	06/22/36	TESSIE L TWYMAN ET VIR	VOL 49 PG 461	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 11887 6 001	06/23/36	JAMES HENRY HAMILTON ET AL	VOL 49 PG 450	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 11887 7 001	06/21/36	W L FOWLER ET AL	VOL 49 PG 441	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 11887 8 001	06/20/36	MRS. SUSAN E GARVIN	VOL 144 PG 330	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.

Page 1 of 4

T 11887 9 001	06/22/36	UDORA MAYES	VOL 49 PG 458	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 11887 10 001	06/22/36	E R FOWLER	VOL 49 PG 438	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 11887 11 001	07/16/36	MATTIE KING	VOL 17 PG 591	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 11887 12 001	06/23/36	FRENCH FOWLER ET AL	VOL 49 PG 446	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 12744 1 001	03/20/33	FRED L DOUCETTE	VOL 10 PG 355	158.48 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71 AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 16368 1 001	11/10/38	WEST SECURITIES COMPANY ET AL	VOL 21 PG 162	40 ACRES, MORE OR LESS, BEING DESCRIBED IN PARTIAL RELEASE DATED 6/4/46 BY METES & BOUNDS RECORDED IN VOL 32, PG 434 AS TWO TWENTY ACRE PARCELS OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 16368 2 001	12/14/38	CLARK DAVIS ET AL	VOL 21 PG 282	100 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 16368 3 001	01/20/39	MARY E MACDONALD, IND. AND EXECUTRIX OF THE ESTATE OF L A MACDONALD	VOL 21 PG 286	100 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 28445 1 001	05/15/57	C I WINTERS ET AL	VOL 53 PG 641	126.29 ACRES, MORE OR LESS, OUT OF THE SCHWAB ACE FIELD, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.

STATE OF TEXAS

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COUNTY OF POLK

MEMORANDUM OF ASSIGNMENT

SHELL OIL & GAS INVESTMENT LIMITED PARTNERSHIP, a Delaware limited partnership, having an address of P.O. Box 831, Houston, Texas 77001, hereby gives notice that effective December 1, 1993, for good and valuable consideration, it assigned and conveyed to SHELL ONSHORE VENTURES INC., a Delaware corporation, having an address of P.O. Box 576, Houston, Texas 77001, all of its right, title and interest in the oil, gas, and mineral leases, mineral rights, and fee interests described on Exhibit A hereto, including but not limited to, all recorded and unrecorded contracts and agreements, rights in production, water rights, easements, permits and licenses, royalty and overriding royalty interests, wells, equipment and facilities used in connection with or pertaining to the real property described on Exhibit A hereto.

IN WITNESS WHEREOF, this Memorandum of Assignment has been executed this 17 day of February, 1994.

SHELL OIL & GAS INVESTMENT LIMITED PARTNERSHIP

By: Shell Offshore Inc., its Managing General Partner

By: B. D. Griffin

B. D. Griffin, Attorney-in-Fact

STATE OF TEXAS

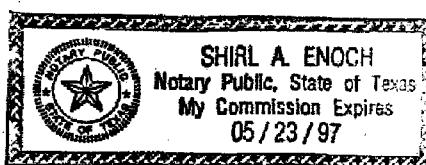
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COUNTY OF HARRIS

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On this 17 day of February, 1994, personally appeared B. D. Griffin, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for Shell Offshore Inc., Managing General Partner of Shell Oil & Gas Investment Limited Partnership, a limited partnership, and acknowledged to me that he subscribed the name of Shell Oil & Gas Investment Limited Partnership as principal, and his own name as Attorney-in-Fact for Shell Offshore Inc., its Managing General Partner.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of February, 1994.



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Shirley A. Enoch
Notary Public in and for Harris County, Texas

T 28447 1 001	05/15/57	C I WINTERS ET AL	VOL 53 PG 632	20 ACRES, MORE OR LESS, OUT OF THE SCHWAB ACE FIELD, AND ONLY INsofar AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 41239 1 001	08/08/66	KIRBY LUMBER CORPORATION	VOL 70 PG 164	59.18 ACRES, MORE OR LESS, OUT OF THE NW CORNER OF THE P A SUBLTT LEAGUE, A-71. AND ONLY INsofar AS SAID LEASE COVERS DEPTHS BETWEEN THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985 AND 8000'.

O.R.
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STATE OF TEXAS

COUNTY OF POLK

MEMORANDUM OF ASSIGNMENT

SHELL WESTERN E&P INC., a Delaware corporation, whose mailing address is 200 North Dairy Ashford, Houston, TX 77079, hereby gives notice that effective October 1, 1993, for good and valuable consideration, it assigned and conveyed to SHELL OIL & GAS INVESTMENT LIMITED PARTNERSHIP, a Delaware limited partnership, whose mailing address is P.O. Box 831, Houston, TX 77001, all of its right, title and interest in the oil, gas, and mineral leases, mineral rights, and fee interests described on Exhibit A hereto, including but not limited to, all recorded and unrecorded contracts and agreements, rights in production, water rights, easements, permits and licenses, royalty and overriding royalty interests, wells, equipment and facilities used in connection with or pertaining to the real property described on Exhibit A hereto.

IN WITNESS WHEREOF, this Memorandum of Assignment has been executed this 17 day of January, 1994.

SHELL WESTERN E&P INC.

By B. D. Griffin
B. D. Griffin, Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

On this 17 day of January, 1994, personally appeared B. D. Griffin, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for Shell Western E&P Inc., a corporation, and acknowledged to me that he subscribed the name of Shell Western E&P Inc. as principal, and his own name as Attorney-in-Fact.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of January, 1994.

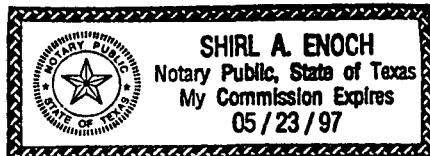
Shirl A. EnochNotary Public in and for
Harris County, Texas

Exhibit "A" attached to Memorandum of Assignment by and between Shell Western E & P Inc. and Shell Oil & Gas Investment Limited Partnership.

STATE OF TEXAS

COUNTY OF POLK

SHELL FILE NO.	DATE	LESSOR NAME	REC. DATA	DESCRIPTION
T 11887 1 001	03/23/33	ARCH MACDONALD	VOL 10 PG 405	1473.5 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71 AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
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T 11887 9 001	06/22/36	UDORA MAYES	VOL 49 PG 458	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 11887 10 001	06/22/36	E R FOWLER	VOL 49 PG 438	1060 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
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T 16368 1 001	11/10/38	WEST SECURITIES COMPANY ET AL	VOL 21 PG 162	40 ACRES, MORE OR LESS, BEING DESCRIBED IN PARTIAL RELEASE DATED 6/4/46 BY METES & BOUNDS RECORDED IN VOL 32, PG 434 AS TWO TWENTY ACRE PARCELS OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 16368 2 001	12/14/38	CLARK DAVIS ET AL	VOL 21 PG 282	100 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 16368 3 001	01/20/39	MARY E MACDONALD, IND. AND EXECUTRIX OF THE ESTATE OF L A MACDONALD	VOL 21 PG 286	100 ACRES, MORE OR LESS, OUT OF THE P A SUBLTT LEAGUE, A-71, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 28445 1 001	05/15/57	C I WINTERS ET AL	VOL 53 PG 641	126.29 ACRES, MORE OR LESS, OUT OF THE SCHWAB ACE FIELD, AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.

STATE OF TEXAS

COUNTY OF POLK

MEMORANDUM OF ASSIGNMENT

SHELL WESTERN E&P INC., a Delaware corporation, whose mailing address is 200 North Dairy Ashford, Houston, TX 77079, hereby gives notice that effective October 1, 1993, for good and valuable consideration, it assigned and conveyed to SHELL OIL & GAS INVESTMENT LIMITED PARTNERSHIP, a Delaware limited partnership, whose mailing address is P.O. Box 831, Houston, TX 77001, all of its right, title and interest in the oil, gas, and mineral leases, mineral rights, and fee interests described on Exhibit A hereto, including but not limited to, all recorded and unrecorded contracts and agreements, rights in production, water rights, easements, permits and licenses, royalty and overriding royalty interests, wells, equipment and facilities used in connection with or pertaining to the real property described on Exhibit A hereto.

IN WITNESS WHEREOF, this Memorandum of Assignment has been executed this

17 day of January, 1994.

SHELL WESTERN E&P INC.

By B. D. Griffin
B. D. Griffin, Attorney-in-Fact

STATE OF TEXAS

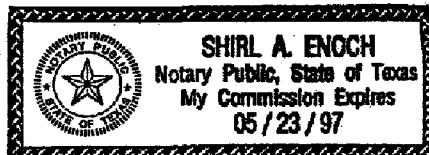
COUNTY OF HARRIS

On this 17 day of January, 1994, personally appeared B. D. Griffin, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for Shell Western E&P Inc., a corporation, and acknowledged to me that he subscribed the name of Shell Western E&P Inc. as principal, and his own name as Attorney-in-Fact.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of January, 1994.

Shirl A. Enoch

Notary Public in and for
Harris County, Texas



T 28447 1 001	05/15/57	C I WINTERS ET AL	VOL 53 PG 632	20 ACRES, MORE OR LESS, OUT OF THE SCHWAB ACE FIELD, AND ONLY INsofar AS SAID LEASE COVERS ALL DEPTHS BELOW THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985.
T 41239 1 001	08/08/66	KIRBY LUMBER CORPORATION	VOL 70 PG 164	59.18 ACRES, MORE OR LESS, OUT OF THE NW CORNER OF THE P A SUBLTT LEAGUE, A-71. AND ONLY INsofar AS SAID LEASE COVERS DEPTHS BETWEEN THE DEEPEST HISTORICAL PRODUCTION ON SAID LEASE, OR UPON ANY UNIT IN WHICH THIS LEASE IS CONTAINED IN WHOLE OR IN PART ON JULY 1, 1985 AND 8000'.

O.R. 915 PAGE 701

Page 3 of 5

**EXHIBIT "A" attached to Assignment and Conveyance by and
between Shell Onshore Ventures Inc. and _____**

Polk County, Texas

LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDING
<u>PROSPECT: SCHWAB-WILCOX</u>				
T-11887.1	ARCH MACDONALD	SHELL PETROLEUM CORPORATION	3/23/1933	V010 P405
T-11887.2	W.M. FREE, ET AL	SHELL PETROLEUM CORPORATION	8/13/1936	V017 P596
T-11887.3	JAMES A FOWLER, ET AL	SHELL PETROLEUM CORPORATION	6/19/1936	V144 P332
T-11887.4	CARRIE MAY MARSHALL ET AL	SHELL PETROLEUM CORPORATION	6/21/1936	V049 P454
T-11887.5	TESSI L TWYMAN, ET VIR	SHELL PETROLEUM CORPORATION	6/22/1936	V049 P461
T-11887.6	JAMES HENRY HAMILTON, ET AL	SHELL PETROLEUM CORPORATION	6/23/1936	V049 P450
T-11887.7	W.L. FOWLER, ET AL	SHELL PETROLEUM CORPORATION	6/21/1936	V049 P441
T-11887.8	SUSAN E GARVIN	SHELL PETROLEUM CORPORATION	6/20/1936	V144 P330
T-11887.9	UDORA MAYES	SHELL PETROLEUM CORPORATION	6/22/1936	V049 P458
T-11887.10	E.R. FOWLER	SHELL PETROLEUM CORPORATION	6/22/1936	V049 P438
T-11887.11	MATTIE KING	SHELL PETROLEUM CORPORATION	7/16/1936	V017 P591
T-11887.12	FRENCH FOWLER, ET AL	SHELL PETROLEUM CORPORATION	6/23/1936	V049 P446
T-12744.1	FRED L DOUCETTE	C. F. FAIN	3/20/1933	V010 P355
T-16368.1	WEST SECURITIES COMPANY, ET AL	GEORGE L PEYTON & W.M. PEYTON	11/10/1938	V021 P162
T-16368.2	CLARK DAVIS, ET AL	GEO. L PEYTON & W.M. PEYTON	12/14/1938	V021 P282
T-16368.3	MARY E MACDONALD	GEO. L PEYTON & W.M. PEYTON	1/20/1939	V021 P286
T-28445.1	C.I. WITHERS, ET AL	SHELL OIL COMPANY	5/15/1957	V053 P641
T-28447.1	C.I. WITHERS, ET AL	SHELL OIL COMPANY	5/15/1957	V053 P632
T-41239.1	KIRBY LUMBER CORPORATION	SHELL OIL COMPANY	8/08/1966	V070 P164

IN WITNESS WHEREOF, this instrument is executed by the parties on this
Day of _____, 2011.

SHELL ONSHORE VENTURES INC.

BY: _____

G. T. Tassin
Attorney-in-Fact

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared G. T. Tassin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as Attorney-in-Fact for SHELL ONSHORE VENTURES INC., a Delaware Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2011.

Notary Public in and for
The State of Texas

My Commission Expires:

QUIT CLAIM DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS
COUNTY OF POLK

SHELL ONSHORE VENTURES INC., a Delaware Corporation, whose mailing address is P.O. Box 576, Houston, Texas (hereinafter called "Grantor"), in consideration of the sum of \$10.00 and other valuable consideration, paid by grantee to grantors, the receipt and sufficiency of which are hereby acknowledged, does hereby release and forever quit claim unto _____, whose address is _____ (hereinafter called "Grantee"), all of Grantor's right, title and interest in and to the minerals located in the County of Polk, State of Texas more particularly described in the instruments listed below as follows:

Shell No.	Grantor	Grantee	Date	Recorded
RY50828.T1	Minerva Petroleum Corporation	Shell Oil Company	November 1, 1945	B137 P320

together with all tenements, heritable property, and appurtenances, belonging to the land as well as the reversions, remainders, rents, issues, and profits from the above described property, if any.

THIS Quit Claim Deed IS MADE WITHOUT WARRANTY of any kind, express, statutory or implied, and Grantor is quit claiming its interest, if any, in the minerals WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY WHATSOEVER AS TO TITLE, DESCRIPTION, PHYSICAL CONDITION OF THE PROPERTY (INCLUDING WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY, OR OTHERWISE.

Executed on this ____ day of _____, 2011.

Grantor:
SHELL ONSHORE VENTURES INC.
BY: _____

STATE OF TEXAS
COUNTY OF HARRIS

G. T. Tassin as Attorney-in-Fact for SHELL ONSHORE VENTURES INC., a Delaware Corporation,
acknowledged the foregoing instrument before me on the _____ day of _____ 2011 on behalf of said
Corporation.

My Commission Expires:

Notary Public for the State of Texas

Offset Activity Permits - A-50, A-71, & A-72 Polk County, TX

API#	Operator	County	Lease	Well#	Date Issued	Permitted Depth	Images	Doc
42-373-31124	UNIT PETROLEUM COMPANY	Polk	WEST "B"	1	11/22/2010	10,200	Yes	link

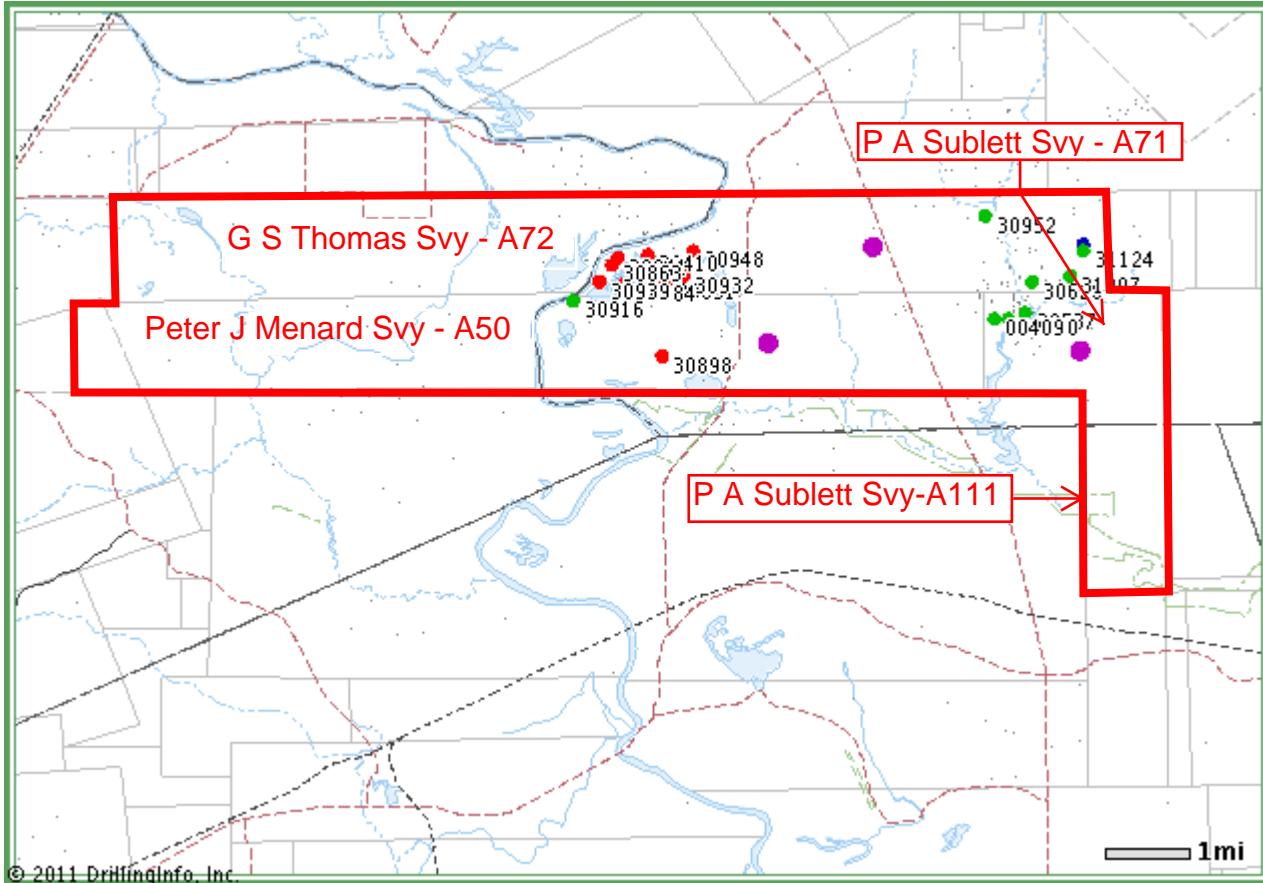
Offset Activity Production - A-50, A-71, & A-72 Polk County, TX

API#	P	Operator	Lease	Well#	County	Prac. IP (BO/D)	Prac. IP (MCF/D)	First Prod.	Avg. (BO/D)	Avg. (MCF/D)	Last Prod.	Cumulative Oil	Cumulative Gas
42-373-30851	N	SANDHAWK ENERGY, LLC	MILLER, EDNA P.	2	Polk	9.42	344.90	Feb 1997	0.00	0.68	Feb 2011	31,184	1,877,426
42-373-30932	N	SANDHAWK ENERGY, LLC	MILLER, EDNA P.	4	Polk	22.58	830.29	Jul 2000	0.00	3.86	Feb 2011	11,275	581,363
42-373-30948	N	UNIT PETROLEUM COMPANY	MILLER, EDNA P. GAS UNIT	6	Polk	36.03	914.77	Aug 2001	0.10	10.26	Jan 2011	7,266	314,335
42-373-30884	N	SANDHAWK ENERGY, LLC	TEXACO/WEST LUMBER CO. FEE	2A	Polk	59.70	1,361.03	Mar 1998	0.13	0.00	Dec 2010	61,939	1,943,941
42-373-30939	N	SANDHAWK ENERGY, LLC	WEST, WESLEY	7	Polk	32.13	1,160.50	Aug 2000	0.25	31.68	Feb 2011	12,027	459,727
42-373-30620	N	SHIDLER, MARK L., INC.	KIRBY WEST "C"	3	Polk	34.71	11.57	Jan 1970	0.65	0.00	Jan 2011	254,764	219,885
42-373-30410	N	UNIT PETROLEUM COMPANY	MILLER, EDNA P. GAS UNIT NO. 1	1	Polk	32.80	1,274.23	Mar 1999	0.77	59.68	Jan 2011	34,565	1,996,659
42-373-30941	N	SANDHAWK ENERGY, LLC	WEST, WESLEY	9	Polk	0.00	682.77	Oct 2001	1.00	71.46	Feb 2011	12,872	702,270
42-373-30916	N	SANDHAWK ENERGY, LLC	TULLOS	3	Polk	5.81	0.00	Jul 2004	1.68	3.61	Feb 2011	3,318	63,671
42-373-30863	N	SANDHAWK ENERGY, LLC	WEST, WESLEY	3	Polk	24.32	1,104.65	Dec 1999	3.00	116.29	Feb 2011	25,954	484,165
42-373-30537	N	SHIDLER, MARK L., INC.	DOUCETTE, F. L.	2D	Polk	39.93	0.00	Jan 1944	3.71	0.00	Jan 2011	871,490	512,407
42-373-30898	N	SANDHAWK ENERGY, LLC	BAR M RANCH	1	Polk	8.04	427.18	Jan 1999	3.75	136.75	Feb 2011	26,200	692,030
42-373-31124	Y	UNIT PETROLEUM COMPANY	WEST "B"	1	Polk	0.00	0.00	Jan 2011	4.29	216.00	Jan 2011	133	6,696
42-373-30700	N	SHIDLER, MARK L., INC.	KIRBY LUMBER COMPANY	2	Polk	31.13	29.70	Aug 1988	7.35	0.00	Jan 2011	107,660	58,144
42-373-00409	N	SHIDLER, MARK L., INC.	KIRBY-WEST LUMBER CO.	2	Polk	79.97	0.00	Jan 1944	11.23	0.00	Jan 2011	870,548	558,734
42-373-31007	N	FAMCOR OIL, INC.	BLACK STONE K	1	Polk	0.67	2.47	Aug 2004	19.32	1.79	Feb 2011	68,846	81,450
42-373-30952	N	FAMCOR OIL, INC.	BLACK STONE -E-	2	Polk	55.71	38.32	Sep 2009	42.71	4.54	Feb 2011	32,626	12,511

THOMAS TAYLOR	OLD PINE ENERGY CORPORATION	1696 / 702	Lease	Polk	1/7/2009	60	0.1667	4/30/2009	80.00
CARLOYN GOLDSTON	OLD PINE ENERGY CORPORATION	1696 / 704	Lease	Polk	3/26/2009	60	0.1667	4/30/2009	40.00
NOBLE ENERGY, INC	OLD PINE ENERGY CORPORATION	1696 / 937	Lease	Polk	11/1/2008	24	0.25	5/1/2009	48.50
EPISCOPAL FOUNDATION OF TEXAS	JET OIL PRODUCEERS INC	1696 / 951	Lease	Polk	8/1/2008	36	0.1875	5/1/2009	51.64
DONNA TEMPLE	SANDHAWK ENERGY LLC	1698 / 386	Lease	Polk	3/29/2009	36	0.2	5/13/2009	37.57
LOIS LIVELY	JET OIL PRODUCERS INC	1700 / 310	Memo of lease	Polk	3/1/2009	36		5/28/2009	48.50
BILL PATTERSON, TRUSTEE	SANDHAWK ENERGY LLC	1700 / 387	Lease	Polk	3/13/2009	36	0.2	5/28/2009	29.77
SARA ANCHONDO	SANDHAWK ENERGY LLC	1700 / 390	Lease	Polk	4/28/2009	36	0.1875	5/28/2009	59.70
LINDA SINGLETON	SANDHAWK ENERGY LLC	1702 / 809	Lease	Polk	5/19/2009	36	0.18	6/16/2009	22.13
BLACK STONE MINERALS COMPANY LP	UNIT PETROLEUM COMPANY	1716 / 683	Lease	Polk	8/20/2009	24		9/21/2009	102.64
RICHARD DAVIS	FAMCOR OIL INC	1719 / 564	Lease	Polk	9/16/2009	60	0.1667	10/14/2009	29.50

THOMAS TAYLOR	OLD PINE ENERGY CORPORATION	1696 / 702	Lease	Polk	1/7/2009	60	0.1667	4/30/2009	80.00
CARLOYN GOLDSTON	OLD PINE ENERGY CORPORATION	1696 / 704	Lease	Polk	3/26/2009	60	0.1667	4/30/2009	40.00
NOBLE ENERGY, INC	OLD PINE ENERGY CORPORATION	1696 / 937	Lease	Polk	11/1/2008	24	0.25	5/1/2009	48.50
EPISCOPAL FOUNDATION OF TEXAS	JET OIL PRODUCEERS INC	1696 / 951	Lease	Polk	8/1/2008	36	0.1875	5/1/2009	51.64
DONNA TEMPLE	SANDHAWK ENERGY LLC	1698 / 386	Lease	Polk	3/29/2009	36	0.2	5/13/2009	37.57
LOIS LIVELY	JET OIL PRODUCERS INC	1700 / 310	Memo of lease	Polk	3/1/2009	36		5/28/2009	48.50
BILL PATTERSON, TRUSTEE	SANDHAWK ENERGY LLC	1700 / 387	Lease	Polk	3/13/2009	36	0.2	5/28/2009	29.77
SARA ANCHONDO	SANDHAWK ENERGY LLC	1700 / 390	Lease	Polk	4/28/2009	36	0.1875	5/28/2009	59.70
LINDA SINGLETON	SANDHAWK ENERGY LLC	1702 / 809	Lease	Polk	5/19/2009	36	0.18	6/16/2009	22.13
BLACK STONE MINERALS COMPANY LP	UNIT PETROLEUM COMPANY	1716 / 683	Lease	Polk	8/20/2009	24		9/21/2009	102.64
RICHARD DAVIS	FAMCOR OIL INC	1719 / 564	Lease	Polk	9/16/2009	60	0.1667	10/14/2009	29.50

VERNON MUNSON, ET UX	SANDHAWK ENERGY, LLC	1668 / 847	Lease	Polk	10/27/2008	60	0.1875	10/27/2008	156.90
ELBERT KINARD, ET UX	SANDHAWK ENERGY, LLC	1669 / 25	Lease	Polk	10/22/2008	60	0.1875	10/29/2008	188.90
ELBERT KINARD, ET UX	SANDHAWK ENERGY, LLC	1669 / 25	Lease	Polk	10/22/2008	60	0.1875	10/29/2008	188.90
SARA ANCHONDO	SANDHAWK ENERGY, LLC	1670 / 145	Lease	Polk	10/22/2008	60	0.25	11/3/2008	284.86
SARA ANCHONDO	SANDHAWK ENERGY, LLC	1670 / 145	Lease	Polk	10/22/2008	60	0.25	11/3/2008	284.86
BILLY CLIFTON	SANDHAWK ENERGY LLC	1673 / 263	Lease	Polk	11/17/2008	60	0.2	11/25/2008	216.75
BILLY CLIFTON	SANDHAWK ENERGY LLC	1673 / 263	Lease	Polk	11/17/2008	60	0.2	11/25/2008	216.75
LOIS CORNER	SANDHAWK ENERGY LLC	1673 / 268	Lease	Polk	10/27/2008	60	0.1875	11/25/2008	156.90
LOIS CORNER	SANDHAWK ENERGY LLC	1673 / 268	Lease	Polk	10/27/2008	60	0.1875	11/25/2008	156.90
BARBARA RAGGIO	SANDHAWK ENERGY LLC	1673 / 276	Lease	Polk	11/5/2008	36	0.2	11/25/2008	145.10
FIRST METHODIST CHURCH OF HOUSTON FOUNDATION	SANDHAWK ENERGY LLC	1673 / 279	Lease	Polk	9/10/2008	36	0.2	11/25/2008	90.00
EDA WINDAM	SANDHAWK ENERGY LLC	1673 / 382	Lease	Polk	10/23/2008	60	0.2	10/30/2008	194.00
EDA WINDAM	SANDHAWK ENERGY LLC	1673 / 382	Lease	Polk	10/23/2008	60	0.2	10/30/2008	194.00
BETTY WEGE TRUST	SANDHAWK ENERGY LLC	1674 / 539	Lease	Polk	10/27/2008	36	0.25	12/5/2008	284.86
BETTY WEGE TRUST	SANDHAWK ENERGY LLC	1674 / 539	Lease	Polk	10/27/2008	36	0.25	12/5/2008	284.86
JOHN MUNSON	SANDHAWK ENERGY LLC	1674 / 562	Lease	Polk	11/17/2008	60	0.1875	12/5/2008	313.80
JOHN MUNSON	SANDHAWK ENERGY LLC	1674 / 562	Lease	Polk	11/17/2008	60	0.1875	12/5/2008	313.80
BETTY VANYA	SANDHAWK ENERGY LLC	1674 / 609	Lease	Polk	11/10/2008	60	0.2	12/5/2008	15.19
THE KANSAS UNIVERSITY ENDOWMENT ASSOCIATION	SANDHAWK ENERGY LLC	1675 / 236	Lease	Polk	11/5/2008	36	0.2	12/10/2008	253.09
HAROLD STEAGALL	SANDHAWK ENERGY LLC	1676 / 94	Lease	Polk	11/10/2008	60	0.2	12/16/2008	5.00
ACE ROD CLUB LLC	SANDHAWK ENERGY LLC	1677 / 101	Lease	Polk	12/4/2008	36	0.2	12/23/2008	25.47
Thomas E. Duke, Jr. a/k/a T.E. Duke, Jr., a/k/a Tommy Duke	SANDHAWK ENERGY, LLC	2009-1681 / 025	Lease	Polk	1/12/2009	36	0.2	1/21/2009	9.27
E.W. Jones Family Limited Partnership	SANDHAWK ENERGY, LLC	2009-1681 / 227	Lease	Polk	12/9/2008	36	0.25	1/27/2009	253.09
MARY LOUIS SCHWENNESEN	OLD PINE ENERGY CORP	1684 / 837	Lease	Polk	11/19/2008	36	0.1667	2/16/2009	80.00
LINDA WEST	OLD PINE ENERGY CORP	1684 / 842	Lease	Polk	12/9/2008	36	0.1667	2/16/2009	58.85
GENEVA BILLINGS SEWELL	OLD PINE ENERGY CORP	1684 / 844	Lease	Polk	11/19/2008	36	0.1667	2/16/2009	80.00
JEREMY S. MILLER	OLD PINE ENERGY CORP	1684 / 855	Lease	Polk	11/13/2008	36	0.2	2/16/2009	113.25
BARBARA SHIRLEY DUKE RAGGIO	OLD PINE ENERGY CORP	1684 / 857	Lease	Polk	11/4/2008	36	0.2	2/16/2009	62.00
MARGARET CURTIS FUND	SANDHAWK ENERGY, LLC	1685 / 164	Memo of lease	Polk	11/2/2008	36		2/17/2009	59.63
CAROLYN GROSS	SANDHAWK ENERGY LLC	1690 / 808	Lease	Polk	3/13/2009	36	0.18	3/24/2009	22.13
DARRELL DLANTE	SANDHAWK ENERGY LLC	1690 / 811	Lease	Polk	9/4/2007	60	0.1667	3/24/2009	40.21
T E DUKE JR	SANDHAWK ENERGY LLC	1690 / 814	Lease	Polk	3/13/2009	36	0.2	3/24/2009	46.57
HORACE PITKIN	TEX BRIT CORPORATION	1691 / 491	Lease	Polk	2/4/2009	36	0.2	3/27/2009	120.00
DARRELL PLANTE	SANDHAWK ENERGY LLC	1695 / 971	Lease	Polk	9/4/2008	60	0.1667	4/24/2009	40.21
JOHN BROWN UNICERSITY	SANDHAWK ENERGY LLC	1696 / 670	Lease	Polk	3/25/2009	36	0.1875	4/30/2009	16.80
BETTY L WEGE TRUST	SANDHAWK ENERGY LLC	1696 / 676	Lease	Polk	3/25/2009	36	0.1875	4/30/2009	59.70
DELILAH CRANFORD	SANDHAWK ENERGY LLC	1696 / 688	Lease	Polk	9/10/2008	36	0.2	4/30/2009	99.00
HERSHEL MACKEY	SANDHAWK ENERGY LLC	1696 / 691	Lease	Polk	3/31/2009	36	0.18	4/30/2009	22.13
MARCUS GREAVES	SANDHAWK ENERGY LLC	1696 / 694	Lease	Polk	3/24/2009	36	0.2	4/30/2009	16.80
ROBERT PARKER	OLD PINE ENERGY CORP	1696 / 700	Lease	Polk	2/20/2009	36	0.2	4/30/2009	62.00

Area Activity Map - A-50, 71, 72 Polk Co & A-111 Liberty Co, TX

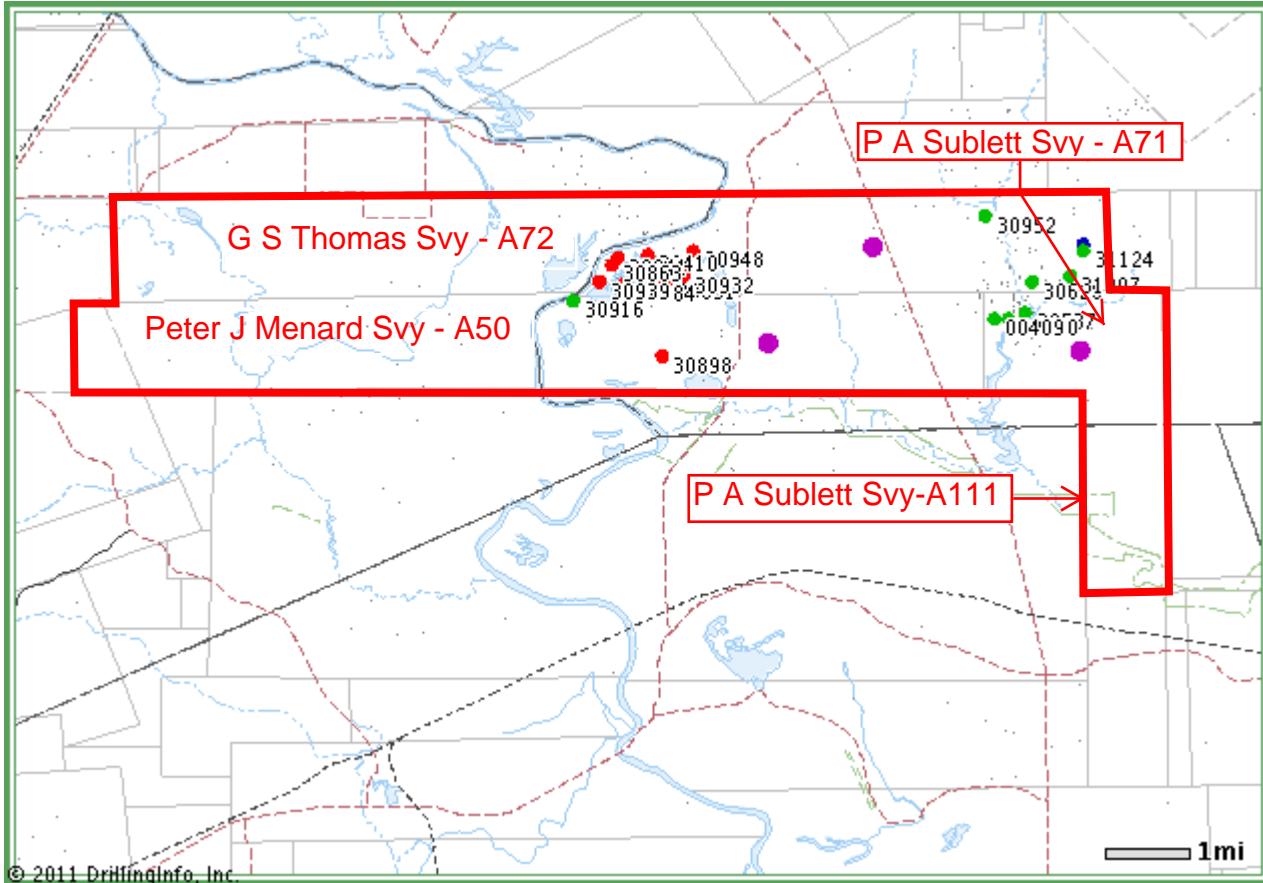
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and subject to the [DI subscription agreement](#).

Blue point = Permit

Green point = Oil completion/producer

Red point = Gas completion/producer

Purple point = Leases

Area Activity Map - A-50, 71, 72 Polk Co & A-111 Liberty Co, TX

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Blue point = Permit

Green point = Oil completion/producer

Red point = Gas completion/producer

Purple point = Leases

Roy-828
150M

STATE OF TEXAS

COUNTY OF POLK

"KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Dr. S. H. Bergman, a resident of Polk County, Texas, R. D. MacDonald, Mae C. MacDonald, individually and as independent executrix of the estate of Arch MacDonald, deceased, and Mrs. Mary E. MacDonald, individually and as executrix of the estate of L. A. MacDonald, deceased, all residents of Harris County, Texas, Minerva Petroleum Corporation, a Texas corporation, acting herein by its duly authorized officers, and Shell Oil Company, Incorporated, acting herein by its duly authorized officers, all hereinafter called "GRANTORS," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, have in the proportion of Dr. S. H. Bergman, 6/9984; R. D. MacDonald, 8/9984; Mae C. MacDonald, individually and as independent executrix of the estate of Arch MacDonald, deceased, 8/9984; Mrs. Mary E. MacDonald, individually and as executrix of the estate of L. A. MacDonald, deceased, 8/9984; Minerva Petroleum Corporation, 3/9984; Shell Oil Company, Incorporated, 6/9984, granted, bargained, sold and conveyed, and do by these presents and in said proportions, grant, bargain, sell and convey unto Fred L. Doucette, a resident of Beaumont, Texas, Mary Lela Cruse, a widow, a resident of Walnut Springs, Texas, and Sam W. Levy, a resident of Houston, Texas, all hereinafter called "GRANTEES," a perpetual undivided one two-hundred-fifty-sixths (1/256) (in the following proportions: Fred L. Doucette, 1/2 of the 1/256 or 1/512; Mary

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Lela Cruse, 1/4 of the 1/256 or 1/1024; and Sam W. Levy, 1/4 of the 1/256 or 1/1024) non-participating royalty in and on all of the oil, gas and other minerals on, in and under and that may be produced, saved and sold from the following described land situated in Polk County, Texas, to-wit:

Being a part of the P. A. Sublett League in Polk County, Texas, beginning at the Northeast corner of the William Carlyle & Company 271-acre survey, same being in the North boundary line of said League, stake from which a pine 16" bears South 74 East 8 varas; thence South with the East line of said 271-acre tract 740 varas to an inner Southwest corner of same, stake from which beech 14" bears North 85 East 5 varas, pin oak 10" bears South 60 West 3-1/2 varas; thence East at 400 varas past another Northeast corner of 271-acre tract at 1210 varas, corner in West line of B. Bailey 80-acre survey W/O 16" bears North 55 West 4-1/2 varas, W/O 14" bears South 45 West 5 varas; thence North with said Bailey's West line 740 varas to his Northeast corner in the North base line of said League, a stake from which magnolia 8" bears North 62 West 6 varas, a forked beech 7" bears North 7 West 7 varas; thence West with said North base line 1210 varas to the place of beginning, containing 158.48 acres of land, more or less, same being the second tract described in instrument from Arch MacDonald to Minerva Petroleum Company, dated October 11, 1933 and recorded in Volume 101, page 2 of the Deed Records of Polk County, Texas.

It is understood and agreed that this sale and conveyance is made subject to any oil, gas and mineral lease which may now be in effect covering such premises, this conveyance covering and including the equal 1/256th part of the oil, gas and other minerals produced, saved and sold by lessee under any such existing oil lease. The aggregate of the interests of Minerva Petroleum Corporation and Shell Oil Company, Incorporated, to-wit 9/9984, prior to April 1, 1945, was owned by Minerva Petroleum Corporation and said aggregate interest in the equal 1/256th part of said production up to April 1,

1945 is hereby conveyed by Minerva Petroleum Corporation; since and including April 1, 1945, these two GRANTORS convey the respective proportionate interests hereinabove set forth in and to the equal 1/256th part of said production. In the event any lease now in existence covering such property becomes terminated, cancelled or forfeited for any reason, GRANTEEES shall nevertheless continue to hold and own the undivided 1/256 royalty herein conveyed as above set out; provided that this royalty interest shall not carry with it any right to bonuses, delay rentals or other considerations of any kind to the owner of the mineral estate in said land on account of future leases.

GRANTORS herein own the fee simple title to the land above described, and in consideration of this conveyance of said perpetual undivided 1/256th royalty in and on all oil, gas and other minerals produced, saved and sold from such tract, GRANTEEES are today executing to GRANTORS herein a deed confirming in GRANTORS herein full fee simple title to said tract of land; and this royalty conveyance, and the deed executed by GRANTEEES herein to GRANTORS herein under even date herewith, are to be construed together, it being the intention of the parties to vest in GRANTORS herein full fee simple title to said tract above described, except as to the 1/256th royalty herein conveyed to GRANTEEES.

TO HAVE AND TO HOLD The above described royalty, together with all and singular the rights, members and appurtenances thereunto in any wise belonging, unto the said Fred L. Doucette, Mary Lela Cruse and Sam W. Levy, their heirs and assigns, forever; and GRANTORS, excepting Shell Oil Company,

Incorporated, as to their respective interests herein conveyed, do hereby bind themselves, their executors, administrators and assigns, to warrant and forever defend all and singular said royalty in the said GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under said GRANTORS respectively. Shell Oil Company, Incorporated, since and including April 1, 1945, the date it acquired the interest herein conveyed by it from Minerva Petroleum Corporation, does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the interest herein conveyed by it in said royalty in the said GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it.

This deed is made in place of and is a deed of correction of unrecorded deed or deeds heretofore made by Dr. S. H. Bergman, R. D. MacDonald, Arch MacDonald, Mary E. MacDonald, individually and as Independent Executrix of the Estate of L. A. MacDonald, Deceased, and Minerva Petroleum Company to Fred L. Doucette, Mary Lela Cruse and Sam W. Levy, covering the same tract of 158.48 acres described above.

EXECUTED this the 11th day of October, 1946.

Dr S H Bergman
R D MacDonald
Mae C. MacDonald
Individually and as independent
Executrix of the estate of Arch
MacDonald, deceased.

Mrs Mary E MacDonald
Individually and as executrix of
the estate of L.A. MacDonald,
deceased.

ATTEST:
Helen Murray *MSB*
Secretary

MINERVA PETROLEUM CORPORATION
By R. B. Baker President

ATTEST:

Secretary

SHELL OIL COMPANY, Incorporated
By D. Alexander Attorney in Fact

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared MRS. MARY E. MACDONALD, individually and as executrix of the estate of L. A. MacDonald, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN Under my hand and seal of office this the 13th day of December, 1946.

Ruth Hovis
Notary Public in and for
Harris County, Texas

RUTH HOVIS

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared R.S.Baker, Vice-President of Minerva Petroleum Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN Under my hand and seal of office this the 28th day of February, 1946.

J.C. Barnett Jr.
Notary Public in and for
Harris County, Texas

"C. Barnett, Jr.,

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared W.A. Alexander, known to me to be the person who executed the foregoing instrument in behalf of SHELL OIL COMPANY, Incorporated, and acknowledged to me that he executed the same as the free act and deed of said SHELL OIL COMPANY, Incorporated, and for the purposes and consideration therein set forth.

GIVEN Under my hand and seal of office this the 28 day of March, 1946.

W.C. Branaun
Notary Public in and for
Harris County, Texas

W. C. BRANAUN
Notary Public Harris County, Texas

STATE OF TEXAS
COUNTY OF *Polk*

BEFORE ME, The undersigned authority, on this day personally appeared DR. S. H. BERGMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN Under my hand and seal of office this the 25th day of February, 1946.

Joy Nell Gibson JOY NELL GIBSON
Notary Public in and for
Polk County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared R. D. MACDONALD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN Under my hand and seal of office this the 27 day of February, 1946.

Annie Mae McFee ANNIE MAE MCFEE
Notary Public in and for
Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared MRS. MAE C. MACDONALD, individually and as independent executrix of the estate of Arch MacDonald, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN Under my hand and seal of office this the 25th day of October, 1946.

Guadalupe Wilkerson GUADALUPE WILKERSON
Notary Public in and for
Harris County, Texas

Guadalupe Wilkerson

Roy-828
150M

STATE OF TEXAS

COUNTY OF POLK

"KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Dr. S. H. Bergman, a resident of Polk County, Texas, R. D. MacDonald, Mae C. MacDonald, individually and as independent executrix of the estate of Arch MacDonald, deceased, and Mrs. Mary E. MacDonald, individually and as executrix of the estate of L. A. MacDonald, deceased, all residents of Harris County, Texas, Minerva Petroleum Corporation, a Texas corporation, acting herein by its duly authorized officers, and Shell Oil Company, Incorporated, acting herein by its duly authorized officers, all hereinafter called "GRANTORS," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, have in the proportion of Dr. S. H. Bergman, 6/9984; R. D. MacDonald, 8/9984; Mae C. MacDonald, individually and as independent executrix of the estate of Arch MacDonald, deceased, 8/9984; Mrs. Mary E. MacDonald, individually and as executrix of the estate of L. A. MacDonald, deceased, 8/9984; Minerva Petroleum Corporation, 3/9984; Shell Oil Company, Incorporated, 6/9984, granted, bargained, sold and conveyed, and do by these presents and in said proportions, grant, bargain, sell and convey unto Fred L. Doucette, a resident of Beaumont, Texas, Mary Lela Cruse, a widow, a resident of Walnut Springs, Texas, and Sam W. Levy, a resident of Houston, Texas, all hereinafter called "GRANTEES," a perpetual undivided one two-hundred-fifty-sixths (1/256) (in the following proportions: Fred L. Doucette, 1/2 of the 1/256 or 1/512; Mary

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Lela Cruse, 1/4 of the 1/256 or 1/1024; and Sam W. Levy, 1/4 of the 1/256 or 1/1024) non-participating royalty in and on all of the oil, gas and other minerals on, in and under and that may be produced, saved and sold from the following described land situated in Polk County, Texas, to-wit:

Being a part of the P. A. Sublett League in Polk County, Texas, beginning at the Northeast corner of the William Carlyle & Company 271-acre survey, same being in the North boundary line of said League, stake from which a pine 16" bears South 74 East 8 varas; thence South with the East line of said 271-acre tract 740 varas to an inner Southwest corner of same, stake from which beech 14" bears North 85 East 5 varas, pin oak 10" bears South 60 West 3-1/2 varas; thence East at 400 varas past another Northeast corner of 271-acre tract at 1210 varas, corner in West line of B. Bailey 80-acre survey W/O 16" bears North 55 West 4-1/2 varas, W/O 14" bears South 45 West 5 varas; thence North with said Bailey's West line 740 varas to his Northeast corner in the North base line of said League, a stake from which magnolia 8" bears North 62 West 6 varas, a forked beech 7" bears North 7 West 7 varas; thence West with said North base line 1210 varas to the place of beginning, containing 158.48 acres of land, more or less, same being the second tract described in instrument from Arch MacDonald to Minerva Petroleum Company, dated October 11, 1933 and recorded in Volume 101, page 2 of the Deed Records of Polk County, Texas.

It is understood and agreed that this sale and conveyance is made subject to any oil, gas and mineral lease which may now be in effect covering such premises, this conveyance covering and including the equal 1/256th part of the oil, gas and other minerals produced, saved and sold by lessee under any such existing oil lease. The aggregate of the interests of Minerva Petroleum Corporation and Shell Oil Company, Incorporated, to-wit 9/9984, prior to April 1, 1945, was owned by Minerva Petroleum Corporation and said aggregate interest in the equal 1/256th part of said production up to April 1,

1945 is hereby conveyed by Minerva Petroleum Corporation; since and including April 1, 1945, these two GRANTORS convey the respective proportionate interests hereinabove set forth in and to the equal 1/256th part of said production. In the event any lease now in existence covering such property becomes terminated, cancelled or forfeited for any reason, GRANTEEES shall nevertheless continue to hold and own the undivided 1/256 royalty herein conveyed as above set out; provided that this royalty interest shall not carry with it any right to bonuses, delay rentals or other considerations of any kind to the owner of the mineral estate in said land on account of future leases.

GRANTORS herein own the fee simple title to the land above described, and in consideration of this conveyance of said perpetual undivided 1/256th royalty in and on all oil, gas and other minerals produced, saved and sold from such tract, GRANTEEES are today executing to GRANTORS herein a deed confirming in GRANTORS herein full fee simple title to said tract of land; and this royalty conveyance, and the deed executed by GRANTEEES herein to GRANTORS herein under even date herewith, are to be construed together, it being the intention of the parties to vest in GRANTORS herein full fee simple title to said tract above described, except as to the 1/256th royalty herein conveyed to GRANTEEES.

TO HAVE AND TO HOLD The above described royalty, together with all and singular the rights, members and appurtenances thereunto in any wise belonging, unto the said Fred L. Doucette, Mary Lela Cruse and Sam W. Levy, their heirs and assigns, forever; and GRANTORS, excepting Shell Oil Company,

Incorporated, as to their respective interests herein conveyed, do hereby bind themselves, their executors, administrators and assigns, to warrant and forever defend all and singular said royalty in the said GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under said GRANTORS respectively. Shell Oil Company, Incorporated, since and including April 1, 1945, the date it acquired the interest herein conveyed by it from Minerva Petroleum Corporation, does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the interest herein conveyed by it in said royalty in the said GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it.

This deed is made in place of and is a deed of correction of unrecorded deed or deeds heretofore made by Dr. S. H. Bergman, R. D. MacDonald, Arch MacDonald, Mary E. MacDonald, individually and as Independent Executrix of the Estate of L. A. MacDonald, Deceased, and Minerva Petroleum Company to Fred L. Doucette, Mary Lela Cruse and Sam W. Levy, covering the same tract of 158.48 acres described above.

EXECUTED this the 11th day of October, 1946.

Dr S H Bergman
R D MacDonald

Mae C. MacDonald
Individually and as independent
Executrix of the estate of Arch
MacDonald, deceased.

Mrs Mary E MacDonald
Individually and as executrix of
the estate of L.A. MacDonald,
deceased.

ATTEST:
Helen Murray ^{MSB}
Secretary

MINERVA PETROLEUM CORPORATION
By R. B. Baker
President

ATTEST:

Secretary

SHELL OIL COMPANY, Incorporated
By D. Alexander
Attorney in Fact

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared MRS. MARY E. MACDONALD, individually and as executrix of the estate of L. A. MacDonald, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN Under my hand and seal of office this the 13th day of December, 1946.

Ruth Hovis
Notary Public in and for
Harris County, Texas

RUTH HOVIS

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared R.S.Baker, Vice-President of Minerva Petroleum Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN Under my hand and seal of office this the 28th day of February, 1946.

J.C. Barnett Jr.
Notary Public in and for
Harris County, Texas

"C. Barnett, Jr.,

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared W.A. Alexander, known to me to be the person who executed the foregoing instrument in behalf of SHELL OIL COMPANY, Incorporated, and acknowledged to me that he executed the same as the free act and deed of said SHELL OIL COMPANY, Incorporated, and for the purposes and consideration therein set forth.

GIVEN Under my hand and seal of office this the 28 day of March, 1946.

W.C. Branaun
Notary Public in and for
Harris County, Texas

W. C. BRANAUN
Notary Public Harris County, Texas

STATE OF TEXAS
COUNTY OF *Polk*

BEFORE ME, The undersigned authority, on this day personally appeared DR. S. H. BERGMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN Under my hand and seal of office this the 25th day of February, 1946.

Joy Nell Gibson JOY NELL GIBSON
Notary Public in and for
Polk County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared R. D. MACDONALD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN Under my hand and seal of office this the 27 day of February, 1946.

Annie Mae McFee ANNIE MAE MCFEE
Notary Public in and for
Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared MRS. MAE C. MACDONALD, individually and as independent executrix of the estate of Arch MacDonald, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN Under my hand and seal of office this the 25th day of October, 1946.

Guadalupe Wilkerson GUADALUPE WILKERSON
Notary Public in and for
Harris County, Texas

Guadalupe Wilkerson

T-41239

OIL AND GAS LEASE

THE STATE OF TEXAS

COUNTY OF POLK

AGREEMENT Made as of the 8th day of August, 1966,
between Kirby Lumber Corporation, a Delaware corporation, Lessor,
and Shell Oil Company, a Delaware corporation, Lessee:

For the sum of Ten and No/100 Dollars (\$10.00) and
other good and valuable considerations, Lessor hereby leases
exclusively unto Lessee, subject to the limitations hereinafter
imposed, the land covered hereby for the sole purpose of exploring,
drilling, operating for and producing oil and gas, and laying
pipelines, building tanks, power stations, roads, communication
lines and other structures, and maintaining such works, to save,
take care of and transport such products thereon and therefrom.
The land covered hereby, herein called "Leased Premises", is
located in Polk County, Texas, and is described as follows, to wit:

118.36 acres of land, more or less, being a part of
that certain 271-acre tract located in the Northwest
corner of the P. A. Sublett League, described as the
NINETEENTH TRACT in Deed dated October 1, 1928, from
West Lumber Company to Kirby Lumber Company, recorded
in Volume 88, Page 9, et seq., of the Records of Polk
County, Texas, said 118.36-acre tract being the North
half of the Main Body of the NINETEENTH TRACT as such
tract is defined under Tract 16 of Section 1 of
Article III, and as such Main Body is described under
Tract 14, of Article II, in that certain Partition
Agreement dated December 1, 1964, between Kirby Lumber
Corporation and Wesley W. West and Margene Lloyd West,
et al., recorded in Volume 207, Page 135, of the Deed
Records of Polk County, Texas.

This lease is made subject to all existing roads and
other easements, Lessor retaining the right to use the Leased

Premises for all purposes not inconsistent with the exercise of the rights herein conferred, and to the terms, covenants and conditions hereinafter set forth.

1. Subject to the other provisions herein contained, this Lease shall be for a term of one (1) year from the date hereof, herein called "Primary Term", and so long thereafter as oil or gas is produced hereunder or drilling or reworking operations are conducted on the Leased Premises as hereinafter specified; and if such operations result in the production of oil or gas from the Leased Premises, then as long thereafter as oil or gas continues to be produced in paying quantities from said premises under the terms hereof. Lessee's rights shall extend in depth only from the surface down to 8,000 feet below the surface, or to the equivalent of 200 feet below the top of the Wilcox "V" formation encountered at approximately 7,800 feet in the Shell Oil Company No. 2 Kirby-West Well located in the Northwest portion of the P. A. Sublett Survey, Abstract 71, Polk County, Texas, whichever is the greater depth. Lessor retains unto itself all of the oil and gas below such depth together with the full rights to explore for, develop, produce, store and remove same from the premises.

2.1 Lessee will deliver to, or pay for, to Lessor as royalties free of expense to Lessor, twenty-five percent (25%) (herein called "agreed percentage"):

- (a) of oil produced and saved from the Leased Premises, to be, at Lessor's option (1) delivered into the pipeline to which Lessee may connect Lessee's wells, (2) delivered at the well or wells in tanks or other receptacles provided by Lessor at its own expense, (3) purchased by Lessee at market price (as that term is hereafter defined) of such oil on the day it is produced, or (4) sold by Lessee

- (for Lessor's account) to the purchaser of Lessee's oil if sold by Lessee at the well, for the price received by Lessee for Lessee's own oil, and
- (b) on gas, including casinghead gas or other vaporous or gaseous substances and distillate, produced and saved from the Leased Premises (i) when sold by Lessee to others at the well, the agreed percentage of the sale price or market value thereof, whichever is higher, (ii) when not sold at the well but used or sold off the Leased Premises, the agreed percentage of the market value at the wells of such substances so sold or used, (iii) should Lessee sell such substances to others for use in the manufacture of distillate, gasoline or other products or for the further use of such substances by the cycling or repressuring thereof, and should such sales be made for considerations other than a fixed price at the well, Lessor shall receive the agreed percentage of the net amount payable to Lessee under such contract for such substances produced from the Leased Premises, or the agreed percentage of the market value thereof at the wells, whichever is higher, and (iv) should Lessee use such substances produced from the Leased Premises in Lessee's own plant (including a separator) for the manufacture of distillate, gasoline or other products, Lessor shall receive the agreed percentage of the current market value at the plant of such distillate, gasoline or other products so manufactured and in addition thereto the agreed percentage of any amount received by Lessee for the sale at the plant of gas so used after the processing thereof. Wherever the term "market value" is used in this Paragraph (b), it shall mean the selling price of gas of similar characteristics in the field.

2.2 In the event Lessee shuts in any gas well upon the Leased Premises for as long as sixty (60) days, for the purpose of seeking a market for the gas to be produced therefrom, Lessee may pay Lessor on or before the first day of the calendar month succeeding the expiration of said sixty (60) days (herein called "shut-in gas royalty payment date") the sum of \$1,600.00 as shut-in gas royalty for a period of not exceeding one year following the shut-in gas royalty payment date. If production of gas from such well is not commenced or resumed within said one-year period,

Lessee may on or before the expiration thereof pay to Lessor the sum of \$1,600.00 as shut-in gas royalty for an additional period of not exceeding one year. Such payment or payments, if made by Lessee, shall be made for each shut-in gas well on the Leased Premises and it shall be considered that gas has been produced in paying quantities from said well or wells within the meaning of Section 1 hereof from the date of the shut in immediately preceding and during such period or periods covered by said payment or payments. Lessee shall not be permitted to make more than two shut-in gas royalty payments in connection with the shutting in of any gas well prior to the commencement of commercial production. After gas has been commercially marketed the provisions of this Section 2.2 will be applicable as often as shut ins, such as are herein contemplated, occur, but regardless of the number of times this Section 2.2 is so applied, the aggregate days of all shut ins after gas has been commercially marketed, during which gas will be considered as being produced, shall never exceed the number of days in twenty-four (24) calendar months, excluding from the computation the time intervening between the date of the shut in and the shut-in gas royalty payment date. Nothing in this Section 2.2 shall in any way modify Lessee's obligations under Section 2.3 or relieve Lessee of its obligation of prudent and diligent operation.

2.3 Lessee shall exercise due diligence as fiduciary agent for Lessor in seeking favorable markets and in marketing the products which may be produced under the terms of this lease. Prices to be used in arriving at sums which may be due Lessor as royalty on oil shall be not less than the highest prevailing market

price posted by any purchaser of oil in the field in which the oil is produced for oil of like grade and quality obtaining on the date such oil is run into the pipelines or into storage tanks. If no price has been posted for or if no purchaser other than Lessee is purchasing oil of like grade and quality in the field embracing this lease, then, unless otherwise agreed to in writing by the parties hereto, the minimum price which shall obtain shall be the highest price posted by any purchaser in the nearest field where oil of like grade and quality is being purchased.

2.4 Lessee shall have free use of oil, gas and water, except water from Lessor's wells, in developing, producing and treating to make marketable the oil and gas on and produced from the Leased Premises, and any oil and gas so used shall be deducted before computing the royalties payable to Lessor. Settlement for all royalties except delivery in kind, being due and payable to Lessor, shall be made monthly on or before the 25th day of each calendar month for the amount accruing during the preceding month.

2.5 If Lessor owns less than the entire fee simple interest in and to the oil or gas produced from any tract of the Leased Premises, then the royalties herein provided to be paid or delivered to Lessor from such particular tract shall be paid or delivered to Lessor only in the proportion which its interest in the oil or gas under such particular tract bears to the entire fee simple interest in such oil or gas. This shall not apply to any royalty interest not owned by Lessor, but the royalty herein reserved shall be reduced by the amount which Lessee or other

purchaser of the oil or gas delivers or pays to the owner of such outstanding royalty interest, when chargeable against Lessor's interest.

3.1 Lessee agrees to commence on or before April 8, 1967, the actual drilling of a well upon the leased premises and to drill same with due diligence to a depth of 8,000 feet below the surface or to a depth of 200 feet below the top of the Wilcox "V" formation, whichever is the lesser depth, such depth herein-after called "Agreed Depth". Should Lessee be unable to complete such well because of encountering mechanical difficulties, dome formation, cavity, heaving shale, or other impenetrable formation at a lesser depth, Lessee shall within ninety (90) days after abandonment of such well commence the actual drilling of a substitute well at another location on the leased premises and thereafter drill said well with due diligence to the Agreed Depth and in the manner provided for herein. If said first well or the substitute well therefor is completed as a producer and classified as an oil well or is abandoned as a dry hole, Lessee, in order to continue this lease in force beyond the expiration of the primary term of this lease as to all of the lands covered by this lease, shall commence prior to the expiration of the primary term the actual drilling of a second well on the leased premises and drill said well with due diligence to the said Agreed Depth. If at the end of the primary term, or in the event drilling or reworking operations are being conducted at the end of the primary term then at the time of the termination of such drilling or reworking operations, all of the lands then covered by this lease are not

included in a gas unit containing a well capable of producing gas in paying quantities, Lessee will execute an instrument releasing from the terms hereof all lands covered by this lease save and except (1) lands then included in each such gas unit, and (2) 59.18 acres of land surrounding each oil well then producing, if any; provided, however, if at that time there is a gas well on the lands covered by this lease capable of producing gas in paying quantities, such well shall serve to continue this lease in force as to all of said land.

3.2 After fulfillment of its obligations set forth in Section 3.1, Lessee shall have the right at any time to release from the provisions hereof all or any part of the Leased Premises or the oil and gas rights with respect to any specified part of the Leased Premises by mailing to Lessor a written recordable instrument of release properly describing the lands or rights released.

3.3 Whenever in this lease it is provided that Lessee shall begin the drilling of a well, it is the intent of the parties that a derrick and the necessary operating machinery, capable of drilling such a well to the agreed depth, be fully set up and equipped and actual drilling with such machinery be commenced within the time specified.

4.1 Lessee shall develop the Leased Premises retained under this lease as provided in Section 3.1 by drilling to a density of not less than one well to 59.18 acres and as to wells drilled or to be drilled for the production of gas, gas condensate and other hydrocarbons excepting oil, by drilling one well upon the Leased Premises. Failure so to do shall terminate this lease,

save and except any and all wells producing oil or gas in paying quantities or being drilled or reworked on such lands and the area comprising the spacing unit herein specified, with the wells in the center thereof as nearly as practical, and further saving and excepting easements and rights-of-way necessary for Lessee's operations, provided that production from such excepted area shall be continuous and upon cessation thereof this lease shall terminate thereto unless production therefrom is restored within a reasonable time by drilling or reworking operations thereon.

4.2 Should more than one geological formation (e.g., Cockfield, Yegua, Sparta or Wilcox formation) be encountered in any well drilled on the Leased Premises indicating the probability that such formation or formations will produce oil or gas in paying quantities, each of such formations shall be developed upon discovery in accordance with the development program set forth in Section 4.1. Lessee is given the option of developing such formation by multiple completions.

5. Lessee shall promptly offset producing wells brought in on lands adjoining or near the Leased Premises subsequent to the date of this lease to the extent necessary to fully protect the Leased Premises from drainage, and as permitted under applicable spacing regulations. Lessee shall drill such additional wells as are necessary to develop the Leased Premises to the same well density of the adjacent lands. Without limitation on the obligations hereby created, Lessee agrees to offset promptly each producing well on lands adjacent to the Leased Premises which is within that distance from the Leased Premises arrived at by adding 100 feet to the calculated perpendicular distance from center to

side of a square drilling unit of the area established by proper regulatory authority for the field in which the well to be offset is completed or if no applicable regulations have been established, employing a unit of twenty (20) acres if the offset well produces oil, or 160 acres if it produces gas, gaseous substances and/or distillate and not oil. Each such well shall be commenced within sixty (60) days after completion of the well to be offset and prosecuted diligently to completion. Should Lessee fail to fulfill this obligation, Lessee shall release from the terms of this lease 40 acres to be designated by Lessor in as nearly a square form as possible adjacent to and directly offsetting the premises on which the well to be offset is located if the offset well produces oil, or all of this lease if the well to be offset produces gas, gaseous substances and/or distillate and not oil, or all of the nonproducing portions of this lease if the acreage then applicable to the lease is less than the acreage specified herein for release. It is understood and agreed that the foregoing provisions of this paragraph shall not apply to any wells completed on or producing from lands adjoining or near the Leased Premises at the time this lease is executed by Lessor.

6. Lessee shall deliver to Lessor, when requested by Lessor, location reports, daily drilling reports, copies of the logs including electrical surveys, core analyses, reports of drill stem tests, completion reports, potential test reports, re-work reports, abandonment reports, and reports of production, covering all wells drilled by Lessee on the Leased Premises and upon adjacent lands within the field in which the Leased Premises

are situated, and Lessor shall have the right at any and all reasonable times to inspect any and all drilling operations on the Leased Premises, to inspect and gauge or measure any and all oil, gas or casinghead gas produced hereunder, and strappings of all run tanks wherein production may be stored, and to inspect such of Lessee's records of the production, use and sale of oil, gas or casinghead gas on or off the Leased Premises as are pertinent to the proper determination of Lessor's royalty interest therein or other payments due hereunder. All these rights may be exercised by Lessor through its representatives thereunto duly authorized by it in writing.

7. During the life of this lease, Lessee shall pay all taxes of every kind lawfully levied or assessed upon or against all or any part of the oil and gas in or under said Leased Premises and/or the production thereof, including gross production, severance and transportation taxes, and all increases in taxes on the Leased Premises resulting from the prospecting for, discovery or production of oil and gas therefrom.

8.1 Lessee shall bury all pipelines below plow depth. No well shall be drilled nearer than 200 feet to any structure now on the Leased Premises without Lessor's written consent. Lessee shall notify Lessor five (5) or more days before Lessee shall fell or remove any standing trees or destroy any felled trees or debris on or from the Leased Premises, specifying the date, time and place of such felling or destruction. Lessor's representatives shall, upon receipt of such notice, tally all trees standing upon that portion of the Leased Premises which Lessee shall designate, in

writing or verbally by its representative, to be cleared for roadways, drilling sites or for other purposes authorized hereunder. Lessee shall thereafter, at its own cost and expense, fell and cut in such manner and in such lengths specified by Lessor's representative, all of the saw-log and pulpwood size trees situated upon the Leased Premises so designated for clearing, and yard such felled timber upon the Leased Premises as directed by Lessor's representative, and Lessor may, at its own cost and expense, pick up and remove the timber so felled, cut and yarded by Lessee. Lessee shall burn or remove from Lessor's premises, as directed by Lessor's representative, all trees cut or damaged by Lessee, including stumps, tops, and timber not picked up by Lessor (at Lessor's election and without notice from Lessee except as herein provided) prior to destruction or removal by Lessee, but in no event shall such debris be left upon the Leased Premises or deposited upon other lands owned by Lessor.

8.2 Lessee shall promptly pay to Lessor damages caused by Lessee's operations to surface and appurtenances of the Leased Premises and to any other lands and appurtenances of Lessor in the following measures:

(a) For saw-log size trees, being trees measuring eight inches or more in diameter, felled or damaged during the first year of this lease, Sixty Dollars (\$60.00) per 1,000 feet, log scale, Scribner Rule, for Pine, and Thirty Dollars (\$30.00) per 1,000 feet, log scale, Scribner Rule, for Hardwood. PROVIDED, however, if the average price reported by the United States Forest Service for sales of saw-log timber from Texas National Forests for the preceding fiscal year is greater than the sums hereinabove specified, the payment shall be at the average price so reported. For pulpwood size trees, being Pine or Hardwood trees four or more but less

than eight inches in diameter, Thirty-five Cents (35¢) per tree. For saplings, being Pine or Hardwood trees two or more but less than four inches in diameter, Ten Cents (10¢) per tree. Pine trees damaged or destroyed within an area upon which Pine trees have been planted shall be paid for in accordance with the age of the plantation at rates per tree beginning at the rate of Ten Cents (10¢) for trees in plantations one year or less in age and increasing Ten Cents (10¢) per year of plantation age to a maximum of Three Dollars (\$3.00) per tree for trees in plantations of thirty years of age, provided that trees damaged or destroyed in plantations thirty-one or more years in age shall be paid for as saw-log size trees in accordance with the first or second sentence of this Paragraph (a), Section 8.2, whichever is applicable. All measurements shall be taken outside the bark at the thickest point, breast high (four and one-half feet from the ground). The tally of trees damaged or destroyed, to be made by Lessor's representatives, shall be final and binding upon both parties, but Lessee, if it so elects, may have a representative present when the tally is made.

(b) For structures and other improvements and personal property, damaged or destroyed, the lower of replacement or repair costs.

(c) For injury to fertility of Lessor's land, wherever situated, caused by escape from Lessee of salt water, oil or any other injurious substances, Lessee shall, as to any area of Lessor's lands so injured, pay to Lessor, in addition to any damages due Lessor under the provisions of Paragraph (a) of this Section 8.2 the sum of Ten Dollars (\$10.00) per acre per estimated number of years of total or partial loss of fertility, not to exceed twenty years, as determined by Lessor's Forester, or at Lessee's option and expense, after receiving such Forester's report, as determined by an expert named, upon joint request of the parties, by The Chancellor, The Texas Agricultural and Mechanical University, College Station, Texas, and additionally, Lessee shall at Lessee's own cost and expense, proceed promptly to (i) fell, cut and yard upon the injured land as directed by Lessor's representative, such trees as may be designated by Lessor to be picked up and removed by Lessor from the injured land, (ii) repair any pits, tanks, pipelines or other works from which such injurious substances escaped, strengthening, enlarging and/or adding such works necessary to reasonably assure that

injurious substance shall be contained or disposed of in such manner as not to injure Lessor's lands, and (iii) perform such ditching and/or other remedial work as may reasonably be necessary to purge said injured lands of such injurious substances.

(d) For expenses incurred by Lessor for wages, payroll taxes and expenses of Lessor's representatives while determining damages and directing the disposal of debris on or from the Leased Premises.

9. All of the terms and provisions hereof are subject to all laws and valid orders, rules and regulations of any governmental authority, State or Federal. Should Lessee be prevented from complying with any express or implied covenant of this lease in conducting drilling or reworking operations on the Leased Premises or from producing oil or gas therefrom in a normal manner by operation of force majeure, strikes, floods, high water, acts of God and any Federal or State law or any valid order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or producing oil or gas from the Leased Premises in normal manner. The time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

10. When this lease is for any cause terminated as to all or any part of the Leased Premises, Lessee shall promptly deliver to Lessor a good and sufficient release of such premises as to which the lease is terminated and properly plug, and satis-

factorily clean up around, any well abandoned by Lessee upon such premises. Lessee shall have ninety (90) days after the expiration, surrender or forfeiture of such premises within which to remove all property of whatsoever kind which Lessee may have placed upon such premises.

11. Any payments due Lessor under this agreement or any notice required or permitted to be given Lessor shall be addressed to Lessor at Post Office Box 53029, Houston, Texas 77052, and any notice to be given to Lessee shall be addressed to Lessee at Post Office Box 2099, Houston, Texas 77001. Change of address or substitution of address of any assignee of any party hereto shall be accompanied by notice one party to the other.

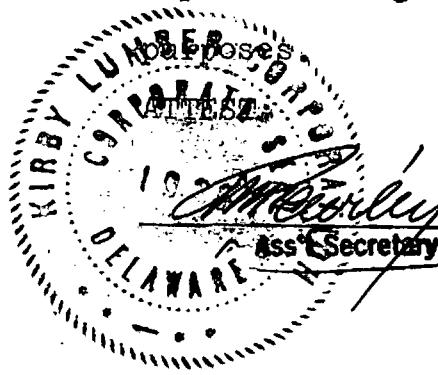
12. The estate of either party hereto may be assigned in whole or in part, but all of the covenants, obligations and considerations of this lease shall extend to and be binding upon the parties hereto, their successors or assigns, but no change in the ownership of the Leased Premises or assignment of royalties or any part thereof, shall be binding upon Lessee until after Lessee has been furnished with a true copy of the assignment or transfer. Lessee agrees to promptly deliver to Lessor a true copy of any and all assignments of the leasehold rights hereunder.

13. Each obligation of Lessee expressly assumed by Lessee under the terms of this agreement, and each obligation of Lessee implied by law shall be deemed and construed to be a condition of this agreement as well as a covenant. Lessee shall not be deemed or held to have failed to comply with any obligation or condition, express or implied, until thirty (30) days after receipt by Lessee

of written notice from Lessor, except as hereinafter specified, setting out specifically the nature of such noncompliance, and during such thirty (30) day period Lessee may comply or commence to comply with such obligation or condition, if any there be, and if such obligation or condition is thereupon or thereafter diligently complied with then Lessee shall be deemed to have fully complied with such obligation or condition. Neither the service of written notice nor the doing of any acts by Lessee aimed at compliance with the alleged failure shall be deemed an admission or presumption that Lessee has failed to comply with any obligation or condition hereunder. Failure of Lessor to make service of notice of any breach of condition or covenant shall not constitute a waiver or be a bar to subsequent claim of breach of condition or covenant. This lease shall terminate immediately without notice, upon failure of Lessee to perform its obligation assumed in Section 3.1 hereof.

14. Lessor warrants the title to the Leased Premises against all claiming by, through or under it and no further. Lessee will not lease from any person claiming adversely to Lessor without its written consent, nor undertake title curative work without first consulting Lessor. Title curative work shall be such as to inure to the benefit of Lessor's title. Lessee may at any time redeem for Lessor by payment any mortgage, taxes or other liens upon the Leased Premises in event of default in the payment thereof by Lessor and be subrogated to the rights of the holder thereof.

EXECUTED As of the date hereinabove first written in duplicate originals, each of which shall be an original for all



R. McC. WILEY

KIRBY LUMBER CORPORATION, Lessor

By J. M. Wiley
Executive Vice President

SHELL OIL COMPANY, Lessee

By

J. M. Roberts
Attorney in Fact

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared , Executive Vice President of Kirby Lumber Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of _____, 1966.

Notary Public in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared J. M. Roberts, known to me to be the person who executed the foregoing instrument in behalf of Shell Oil Company, a corporation, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 24 ~~25~~ October, 1966.

Vicki Saccar
Notary Public in and for
Harris County, Texas

VICKI SACCAR
Notary Public in and for Harris County, Texas



ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE, hereinafter called "ASSIGNMENT", is made between SHELL ONSHORE VENTURES INC., a Delaware Corporation, P.O. Box 576, Houston, Texas 77001, herein after called "ASSIGNOR" and R & R ROYALTY, LTD., 500 N. SHORELINE, #322, CORPUS CHRISTI, TX 78471, herein after called "ASSIGNEE".

For ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, transfer, assign and convey all of ASSIGNOR's right, title and interest in, to, under and arising out of or in any way related to each and every property described in the instruments listed on Exhibit "A" attached hereto and made a part hereof, referred to herein as the "ASSIGNED PROPERTY".

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS ASSIGNMENT shall be subject to the following terms and conditions:

1. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of ASSIGNOR and ASSIGNEE.
2. This assignment is made without warranty or representation of any kind, express, statutory or implied as to title, description, physical condition of the ASSIGNED PROPERTY (including, without limitation, the environmental condition of the ASSIGNED PROPERTY), quality, value, fitness for purpose, merchantability, or otherwise.
3. To the fullest extent permitted by law, but no further, ASSIGNEE shall indemnify and hold harmless ASSIGNOR, from any and all Claims which directly or indirectly arise or result from or are caused by the use, operation, maintenance, occupation, ownership or abandonment of the ASSIGNED PROPERTY before, on, or after the effective date of this assignment except for any such Claims caused by the willful misconduct or gross negligence of ASSIGNOR. ASSIGNEE further covenants and agrees to defend any suit(s) or administrative proceeding(s) brought against ASSIGNOR on account of any such Claims indemnified hereunder and to pay or discharge the full amount or obligation of such Claims incurred by, accruing to or imposed on ASSIGNOR resulting from any such suit(s) or proceeding(s) or any amounts resulting from the settlement or resolution of such suit(s) or proceeding(s). In addition, ASSIGNEE shall pay to ASSIGNOR all attorneys' fees incurred by ASSIGNOR in enforcing ASSIGNEE'S indemnity in this paragraph 3.
4. To the fullest extent permitted by law, but no further, ASSIGNEE shall indemnify and hold harmless ASSIGNOR from and against any and all Environmental Claims or Environmental Cleanup Liability which arises directly or indirectly from the use, operation, maintenance, occupation, ownership or abandonment of the ASSIGNED PROPERTY before, on or after the effective date of this assignment, except for any such Environmental Claims or Environmental Cleanup Liability caused by the willful misconduct or gross negligence of ASSIGNOR. ASSIGNEE further covenants and agrees to defend any suit(s) or administrative proceeding(s) brought against ASSIGNOR on account of any such Environmental Claims or Environmental Cleanup Liability and to pay or discharge the full amount or obligation of such Environmental Claims or Environmental Cleanup Liability incurred by, accruing to or imposed on ASSIGNOR, resulting from any such suit(s) or proceeding(s) or any amounts resulting from the settlement or resolution of such suit(s) or proceeding(s). In addition, ASSIGNEE shall pay to ASSIGNOR, all attorneys' fees incurred by ASSIGNOR in enforcing ASSIGNEE'S indemnity in this paragraph 4.
5. To the extent transferable, this assignment includes all contracts and agreements to which the property described in Exhibit A is subject.
6. This ASSIGNMENT is intended by the ASSIGNOR and ASSIGNEE as a complete and final statement of the Agreement between ASSIGNOR and ASSIGNEE, and supersedes and cancels any and all prior or contemporaneous oral agreements, statements, representations, understandings, negotiations, or communications between or among ASSIGNOR and ASSIGNEE.

LOT 24005



2011011127 4 PGS

IN WITNESS WHEREOF, this instrument is executed by the parties on this 16th Day of June, 2011.

SHELL ONSHORE VENTURES INC.

BY: 

G. T. Tassin
Attorney-in-Fact

COMMONWEALTH OF PENNSYLVANIA:

:ss:

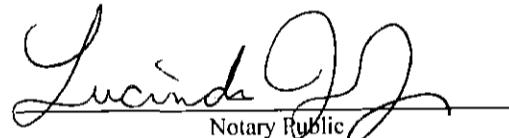
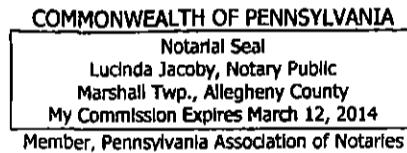
COUNTY OF BUTLER

:

On this, the 16th day of June, 2011, before me Notary Public, the undersigned officer, G. T. Tassin, personally appeared, who acknowledged herself to be the Attorney In Fact for SHELL ONSHORE VENTURES, INC., a Delaware Corporation, and that she as such Attorney In Fact, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said company by herself as Attorney In Fact.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:


Lucinda Jacoby
Notary Public

**EXHIBIT "A" attached to Assignment and Conveyance by and
between Shell Onshore Ventures Inc. and R & R ROYALTY, LTD.**

Polk County, Texas

LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDING
<u>PROSPECT: SCHWAB-WILCOX</u>				
T-11887.1	ARCH MACDONALD	SHELL PETROLEUM CORPORATION	3/23/1933	V010 P405
T-11887.2	W.M. FREE, ET AL	SHELL PETROLEUM CORPORATION	8/13/1936	V017 P596
T-11887.3	JAMES A FOWLER, ET AL	SHELL PETROLEUM CORPORATION	6/19/1936	V144 P332
T-11887.4	CARRIE MAY MARSHALL ET AL	SHELL PETROLEUM CORPORATION	6/21/1936	V049 P454
T-11887.5	TESSI L TWYMAN, ET VIR	SHELL PETROLEUM CORPORATION	6/22/1936	V049 P461
T-11887.6	JAMES HENRY HAMILTON, ET AL	SHELL PETROLEUM CORPORATION	6/23/1936	V049 P450
T-11887.7	W.L. FOWLER, ET AL	SHELL PETROLEUM CORPORATION	6/21/1936	V049 P441
T-11887.8	SUSAN E GARVIN	SHELL PETROLEUM CORPORATION	6/20/1936	V144 P330
T-11887.9	UDORA MAYES	SHELL PETROLEUM CORPORATION	6/22/1936	V049 P458
T-11887.10	E.R. FOWLER	SHELL PETROLEUM CORPORATION	6/22/1936	V049 P438
T-11887.11	MATTIE KING	SHELL PETROLEUM CORPORATION	7/16/1936	V017 P591
T-11887.12	FRENCH FOWLER, ET AL	SHELL PETROLEUM CORPORATION	6/23/1936	V049 P446
T-12744.1	FRED L DOUCETTE	C. F. FAIN	3/20/1933	V010 P355
T-16368.1	WEST SECURITIES COMPANY, ET AL	GEORGE L PEYTON & W.M. PEYTON	11/10/1938	V021 P162
T-16368.2	CLARK DAVIS, ET AL	GEO. L PEYTON & W.M. PEYTON	12/14/1938	V021 P282
T-16368.3	MARY E MACDONALD	GEO. L PEYTON & W.M. PEYTON	1/20/1939	V021 P286
T-28445.1	C.I. WITHERS, ET AL	SHELL OIL COMPANY	5/15/1957	V053 P641
T-28447.1	C.I. WITHERS, ET AL	SHELL OIL COMPANY	5/15/1957	V053 P632
T-41239.1	KIRBY LUMBER CORPORATION	SHELL OIL COMPANY	8/08/1966	V070 P164

AFTER RECORDING, RETURN TO:
ENERGYNET, INC.
7201 I-40 WEST, SUITE 319
AMARILLO, TX 79106

State of Texas }
 County of Polk }
 I, SCHELANA WALKER hereby certify that this instrument
 was FILED in the file number sequence on the date and at the time
 stamped hereon by me and was duly RECORDED in the Official
 Public Records in Volume and Page of the named RECORDS OF
 Polk County, Texas as stamped hereon by me.

AUG 18 2011 fb



Schelana Walker
 COUNTY CLERK
 POLK COUNTY, TEXAS

FILED FOR REC
 2011 AUG 18 PM12:13
 Schelana Walker
 SCHELANA WALKER
 POLK COUNTY, TEXAS

OFFICIAL RECORDS
LIBERTY COUNTY
PAULETTE WILLIAMS
COUNTY CLERK
RECORDING FEE: \$23.00
2011011127
09/09/2011 03:52 PM 4 PGS
MCNESSNA,DC Receipt #011948

STATE OF TEXAS }
COUNTY OF LIBERTY }
I hereby certify that this instrument as FILED in the number sequence
on the date and at the time stamped hereon by me, and was
duly RECORDED in the volume and page of the OFFICIAL PUBLIC
RECORDS of Liberty County, Texas, as Stamped hereon by me on

SEP - 9 2011

Paulette Williams
COUNTY CLERK
LIBERTY COUNTY, TEXAS

RECEIVED
LIBERTY COUNTY
CLERK'S OFFICE
SEP 12 2011