

The Rental Agreement of March 4, 1955, referred to in paragraph (J) above provides for annual rental payments by the lessee to the lessors who joined in such agreement at the rate of \$5.00 per acre for the interest of such lessors in the 450 acres of land covered by the lease (T-12075-1) described in paragraph (7)(a) above and not included in the Brushy Creek Unit referred to above, subject to the provisions of such rental agreement. Assignee shall make such rental payments each year hereafter, beginning with the rental payment due March 4, 1968, and shall furnish Shell written evidence that the rentals have been paid and Shell shall then reimburse Assignor for seventy percent (70%) of the amount of such rental payment made by Assignee; provided, if at any time or from time to time hereafter Assignee or Shell shall desire not to pay such rentals on all or any part of said 450 acres, such party shall so notify the other party in writing at least thirty (30) days in advance of the rental date (March 4) and shall tender to the other party an assignment of a full interest in said lease as to the land on which such party does not desire to pay rentals, as to depths assigned hereby to Assignee or reserved by Shell (as the case may be) under such land, and such party tendering the assignment shall not thereafter have any obligation to pay or bear any part of such rentals as to the land included in such assignment tendered to the other party. If both parties agree that the rentals should not be paid as to all or any part of such land, such parties shall join in executing and delivering a release of said lease as to the land on which such parties do not wish to make such rental payment. All notices under this paragraph shall be given by letters or telegrams addressed to Assignee at Americana Building, Houston, Texas 77002, and to Shell at Shell Building, P. O. Box 2099, Houston, Texas 77001, or to such other address as either party may hereafter designate by written notice to the other.

From this assignment, there are reserved in favor of Shell, its successors and assigns, all rights and interests in the above-described leases, mineral interests and royalty interests insofar as they cover or pertain to depths in and under the above-described tracts of land below 15,000 feet below the surface, and, also, such rights and easements granted under the above-described leases as may be necessary or useful to Shell, its