

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

Given under my hand and seal of office, this the 14 day of September, A.D. 1939.

Reginald F. Bourke, Notary Public, in and for Lavaca County, Texas.

Seal.

The State of Texas      0  
 County of DeWitt      0 Before me, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared Eva Hollan, 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 15 day of September, 1939.

Luther Williams, Notary Public, in and for DeWitt County, Texas.

Seal.

The State of Texas      0  
 County of DeWitt      0 Before me, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared Guy Goode, a bachelor, 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 15 day of September, A.D. 1939.

Luther Williams, Notary Public, in and for DeWitt County, Texas.

Seal.

I hereby certify that the foregoing instrument was filed for record on the 26th day of Sept. 1939 at 8:00 o'clock A.M. and recorded on the 29th day of Sept. 1939 at 10:00 o'clock A.M.

Henry J. Koenig  
 County Clerk, DeWitt County, Texas.

Seal.

By J. P. Bridges Deputy.

Thos. W. White et ux

BC 4473-2

Oil, Gas and Mineral Lease to

OIL, GAS AND MINERAL LEASE

The Atlantic Refining Co.

THIS AGREEMENT, made this 4 day of September, 1939, between Thos. W. White and wife, Delia White, Lessor (whether one or more), and The Atlantic Refining Company, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and no/100 Dollars (\$10.00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care, treat, transport, and own said products, and housing its employees, the following described land in DeWitt County, Texas, to-wit: Lots 1-2-7-8 Block 9 Thomaston, Texas, and the following described tract of land.

Field Notes to Land of Mrs. Delia White.

In DeWitt County, Texas, a part of the Chas. Lockhart League, and more particularly described as follows: BEGINNING at a stake S 80 W 50 feet from the northwest corner of the 3.85 acres tract herein before allotted to J. R. Wright; Thence S 11-3/4 E 700 feet a stake the southeast corner of the Thomaston Cemetery tract; Thence N 11-3/4 W 400 feet a stake northeast corner of Lot 1, Block 6 hereinbefore allotted to Mrs. Margaret Wright; Thence S 80 W 200 feet to a stake northwest corner of same; Thence N 11-3/4 W 300 feet a stake; Thence N 80 E 400 feet to the place of beginning, containing 4.6 acres of land and being the same land allotted to Mrs. Delia D. White in Partition Deed between Margaret Wright et al, dated the 17th day of May, A.D. 1900, and recorded in Vol. 49, page 143, Deed Records, DeWitt County, Texas, and containing 5.6 acres, more or less. In the event a resurvey of said lands shall reveal the existence of excess and/or vacant lands lying adjacent to the lands above described and the lessor, his heirs, or assigns, shall, by virtue of his ownership of the lands above described, have preference right to acquire said excess and/or vacant lands, then in that event this lease shall cover and include all such excess and/or vacant lands which the lessor, his heirs, or assigns, shall have the preference right to acquire by virtue of his ownership of the lands above described as and when acquired by the lessor; and the lessee shall pay the lessor for such excess and/or vacant lands at the same rate per acre as the cash consideration paid for the acreage hereinabove mentioned.

2. Subject to the other provisions herein contained, this lease shall be for a term of 5 years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder.

3. The royalties to be paid Lessor are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided the gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; where gas from a well producing gas only is not sold or used, Lessee may pay as royalty \$ 50.00 per well per year, and upon such payment it will be considered that gas is being produced within the meaning of Paragraph 2 hereof; and (c) all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents ( 50c) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. Lessee is hereby given the right and power to pool or combine the land covered by this lease or any portion thereof with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises provided that no unit so created shall exceed 20 acres in area. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or