

by written notice to SHELL.

VIII.

It is understood that the exclusion from the pooled area of only part of the lands covered by a lease shall not affect such lease as to the lands remaining in the pooled area. If, however, in excluding any lands and leases from the pooled area as set forth in Section VII hereof, SHELL excludes therefrom all of the lands in the pooled area which are covered by any particular lease, and such lease is not being continued in force by production from or operations on the lands covered by such lease and, in the absence of such production or operations, such lease would terminate by its terms either immediately upon such release becoming effective or within less than ninety (90) days thereafter, then such lease shall not terminate but shall continue in force for ninety (90) days following the date such lease is excluded from this agreement; and if within such 90-day period SHELL shall commence operations on or obtain production from the lands covered by such lease, same shall continue in force thereafter in accordance with its provisions.

IX.

For the purposes of this agreement, it is specifically agreed that the entire production from all gas wells, as herein defined, drilled upon the pooled area shall be considered gas and the entire production therefrom is hereby pooled and shall be subject to the terms and provisions hereof. No part of the production, including gas, from any oil well or wells, as herein defined, situated upon the pooled area, is combined or pooled under the terms and provisions hereof. The pooled leases, except as expressly altered and amended herein, shall remain in full force, and it is understood that the covenants of said leases, express or implied, with reference to development of the lands covered thereby for oil, in the event of discovery of oil, are not altered or changed by this agreement.

X.

If at any time while this agreement is in force a well exists upon the pooled area which is capable of producing gas, as herein defined, but gas is not being produced therefrom, then as to any pooled lease which cannot longer be continued in force by rental payment, SHELL may, if it so desires, at any time while this agreement is in force, either pay to ROYALTY OWNERS under such lease or deposit to the credit of such ROYALTY OWNERS in the depository bank named in such lease, a sum of money equal to One Dollar (\$1.00) per "gas royalty acre," as defined below, for each "gas royalty acre" owned by each such ROYALTY OWNER in the lands then covered by such lease, whether all such lands are included in the pooled area or not; and said sum shall be considered as advance royalty from said well for the succeeding year, and during said year it shall be deemed that gas is being produced from such lease and such payment shall continue such lease in force during such year. Like payments may be made thereafter as to such lease under the same conditions and with the same effect, at SHELL'S option. If at any time after SHELL has paid any ROYALTY OWNER advance royalty as set forth above in this Section, any royalty shall accrue to such ROYALTY OWNER under the provisions of this agreement, SHELL shall be entitled to retain such royalty as to said ROYALTY OWNER until the value thereof shall equal the total amount of advance royalty theretofore paid by SHELL to said ROYALTY OWNER hereunder. The term "gas royalty acre," as used in this Section, means a full 1/8th gas royalty interest in one acre of land. For example, if a ROYALTY OWNER owns 1/2 of the 1/8th ^{gas} royalty interest in a 100-acre tract covered by a pooled lease, such ROYALTY OWNER owns 50 "gas royalty acres" for the purposes of this Section.

It is understood that the foregoing provisions apply to each pooled lease, including the lease covering the lands on which any such shut-in gas well is located, and that if and when any such lease can no longer be continued in force by rental payments, then SHELL may continue same in force as set forth above in this Section, provided a gas well exists on the pooled area which