

in said pooling agreement of May 25, 1942,

Texas, as such land and the leases covering same are described in said agreement of May 18, 1943, in said Declaration of Pool of April 25, 1949, and in said Declaration of Pool of May 6, 1949; and

WHEREAS, SHELL is the owner of the following described oil, gas and mineral leases in so far as said leases cover (among other land) the following described 21.84-acre tract of land, and ROYALTY OWNERS claim to own royalty and/or mineral interests under or subject to one or more of said leases as to said 21.84-acres of land:

Oil, gas and mineral lease dated June 11, 1933, recorded in Volume 26, at page 329, of the Lease Records of Lavaca County, Texas, between Julia Bailey McDonald et al., as lessors, and Shell Petroleum Corporation, as lessee;

Oil, gas and mineral lease dated June 11, 1933, recorded in Volume 17, at page 54, of the Lease Records of Lavaca County, Texas, between E. A. Palmer and H. Seekamp, as lessors, and Shell Petroleum Corporation, as lessee;

Oil, gas and mineral lease dated September 6, 1933, recorded in Volume 17, at page 351, of the Lease Records of Lavaca County, Texas, between E. S. Cook, as lessor, and Shell Petroleum Corporation, as lessee;

Oil, gas and mineral lease dated January 15, 1940, recorded in Volume 26, at page 461, of the Lease Records of Lavaca County, Texas, between E. S. Cook, Guardian, as lessor, and Shell Oil Company, Incorporated, as lessee;

In so far as said leases cover the following described land:

6-5 21.84 acres of land out of the Alexander Adams Survey, Abstract 69, situated in Lavaca County, Texas; said 21.58 acres being out of and a part of that certain 160 acre tract as described in the above described leases; said 21.84 acres being more particularly described as follows: BEGINNING at the south corner of the J. G. Smith 156.79 acre tract (called 160.00 acres); said corner also being the east corner of the Julia Bailey McDonald et al 84.87 acre tract (called 85.00 acres); THENCE North 44° 11' East with the southeast line of the said J. G. Smith tract, a distance of 255.6 varas to a point for corner; THENCE South 45° 34' East a distance of 401.7 varas to a point for corner on a northwest line of the Wm. G. McManus et al 160 acre tract as described in that certain Oil, Gas and Mineral Lease dated September 23, 1948, executed by Wm. G. McManus et al in favor of Shell Oil Company, Incorporated, recorded in Volume 57, page 347, of Lease Records of Lavaca County, Texas; THENCE South 43° 51' West with a northwest line of the said McManus 160 acre tract a distance of 255.6 varas to the most northerly west corner of same; THENCE North 45° 34' West with a line which is a southeasterly projection of the northeast line of the Sebastain Martin Survey, Abstract 327, a distance of 483.2 varas to the PLACE OF BEGINNING and containing 21.84 acres of land.

NOW, THEREFORE, In consideration of the premises, the parties hereto agree as follows:

1. The above described leases, in so far as they cover gas, as defined in said Brushy Creek gas pooling agreement of May 25, 1942, in and under the above described 21.84 acre tract of land, together with the royalties thereunder, are hereby combined and pooled with the oil, gas and mineral leases covering the lands within said 2415.97 acres, and the royalties thereunder, as such leases and lands are described in said Brushy Creek gas pooling agreement, in said agreement dated May 18, 1943, in said Declaration of Pool dated April 25, 1949, and in said Declaration of Pool 6-5 dated May 6, 1949, for the purpose of developing and operating said combined tracts for the production and utilization of gas under the terms and provisions of said Brushy Creek gas pooling agreement. The terms and provisions of said Brushy Creek gas pooling agreement shall in all respects hereafter apply to and cover the above described leases as to the above described 21.84 acres of land, to the same extent as though said leases, as to such land, were described in said gas pooling agreement, and said leases, as to such 21.84-acre tract, shall be and become "pooled leases" under said agreement and the parties who join herein as ROYALTY OWNERS shall be and become