

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 28th day of March, 1949.

Seal.

My commission expires June 1st, 1949.

George H. Counts, Notary Public in  
and for Harris County, Texas.

STATE OF TEXAS :  
COUNTY OF HARRIS :

On this 29th day of March, 1949 before me, the undersigned authority, personally appeared Joe T. Dickerson, known to me to be the person who executed the foregoing instrument in behalf of SHELL OIL COMPANY, Incorporated, and acknowledged that he executed the same as the free act and deed of SHELL OIL COMPANY, Incorporated for the purposes and consideration therein set forth.

WITNESS my hand and official seal.

Seal.

M.S. Allen, Notary Public in  
and for Harris County, Texas.

I HEREBY CERTIFY that the foregoing instrument was filed for record on the 30th day of March, 1949, at 1 o'clock P.M. and recorded on the 1st day of April, 1949, at 3 o'clock P.M.

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

Seal.

By Gladys Voelkel Deputy.

WILLIAM E. THOMPSON

T 12074 T 18708 T 18709 T 18738

Lease Pooling Amendment TO

LEASE POOLING AMENDMENT.

SHELL OIL COMPANY

THIS AGREEMENT, Entered into this 24 day of March, 1949, by and between Shell Oil Company, Incorporated, herein called "Shell", and all other parties who sign this agreement or any counterpart hereof, herein called "Royalty Owners" (whether one or more), WITNESSETH:

WHEREAS, SHELL is the owner of the oil, gas and mineral lease (called herein "said lease") described in Exhibit "A", attached hereto and made a part hereof, covering lands situated in DeWitt County, Texas, as such lands are described or referred to in Exhibit "A";

WHEREAS, ROYALTY OWNERS claim to own mineral interests, royalty interests, overriding royalties, production payments, and/or reversionary interests as to lands covered by said lease;

WHEREAS, By gas pooling agreement dated May 25, 1942, entered into between owners of royalty under several oil, gas and mineral leases covering land in DeWitt and Lavaca Counties, Texas, and by Shell, one counterpart of which pooling agreement, executed by D.G. McManus et al. is recorded in Volume 21, at page 194, of the Oil and Gas Records of DeWitt County, Texas, and in Volume 34, at page 489, of the Lease Records of Lavaca County, Texas, a unit, pooled for gas, was established, and such unit was subsequently enlarged as set forth in an agreement, one counterpart of which is dated May 18, 1943, executed by Margaret A. Shows et al, and recorded in Volume 23, at page 473, of the Oil and Gas Records of DeWitt County, Texas, and in Volume 37, at page 523, of the Lease Records of Lavaca County, Texas, such pooled unit, as enlarged, herein referred to as the "Brushy Creek Unit" consisting of a total of 2,167.28 acres of land, more or less, as such land and the leases covering same are described in said pooling agreement of May 25, 1942, and in said agreement dated May 18, 1943; and

WHEREAS, The parties hereto desire to amend said lease to enlarge upon and supplement the pooling powers granted the lessee in said lease;

NOW, THEREFORE, For valuable consideration received by Royalty Owners from Shell, receipt of which is hereby acknowledged, it is agreed by Royalty Owners and Shell that said lease is hereby amended and supplemented in the following respects:

1. SHELL is hereby granted the right, power, and option, at any time during the primary term of said lease to pool and combine said lease in so far as it covers gas in and under all or any portion or portions of the lands covered by said lease with the lands and leases comprising said Brushy Creek Unit, so as to make said lease, as to the lands covered thereby which are brought within said Brushy Creek Unit, a part of said Brushy Creek Unit for all purposes. Provided, however, Shell may bring within said Brushy Creek Unit only land covered by said lease which is deemed by Shell, in its best judgment based on information then available, to be within the productive area constituting the Brushy Creek Gas Field. Such inclusion of lands covered by said lease within said unit shall be accomplished by the execution by Shell of a Declaration of Pool which describes the unit as enlarged to include lands covered by said lease. Such Declaration of Pool shall be filed for record after execution, in the office of the County Clerk of DeWitt and Lavaca Counties, Texas. Upon any such pooling of said lease as to gas in and under lands covered thereby with the lands and leases comprising the Brushy Creek Unit, said lease shall be one of the "pooled leases" as such term is used in said agreement of May 25, 1942, and the lands covered by said lease which are brought within the unit shall be and become a part of the "pooled area" as such term is used in said agreement of May 25, 1942 (as the pooled area has been enlarged heretofore as stated above), and the terms and provisions of said agreement of May 25, 1942, shall in all respects thereafter apply to and cover said lease as to the lands covered thereby brought within the unit to the same extent as though said lease as to such lands were described in said agreement. Royalty Owners hereby grant to Shell, its successors and assigns, the right and authority, on behalf of and in the name of Royalty Owners and the heirs, successors, and assigns of Royalty Owners, to ratify, adopt, and confirm said gas pooling agreement if and when Shell exercises its right hereunder to bring lands covered by said lease within said Brushy Creek Unit, to the extent and in the manner necessary under Section VII of said gas pooling agreement of May 25, 1942, to accomplish the extension of said unit to include lands covered by said lease, and Shell may include in said Declaration of Pool provided for above a ratification of said gas pooling agreement in accordance with the foregoing provisions for that purpose.

2. The rights, powers, and option granted Shell under the foregoing provisions are granted in addition to, and not in lieu of, any rights, powers, and options which Shell, as lessee under said lease, may have thereunder with reference to pooling and any obligations of Royalty Owners thereunder with respect to pooling said lease as to all or any land or minerals covered thereby shall not be diminished, superseded, or released by this lease pooling amendment.

3. Shell agrees that on or before the 1st day of April, 1949, it will commence or cause to be commenced operations for the drilling of a well for oil and gas at a location on said Brushy Creek Unit and will drill such well with reasonable diligence to a depth of at least 7,750 feet from the surface unless at a lesser depth either (1) the Wilcox sand in which Shell's No. 1 and No. 2 McManus wells on said Unit are completed is encountered and penetrated to a depth sufficient to reveal its contents, or (2) oil or gas in paying quantities is encountered, or (3) heaving shale,