

of same; THENCE north 44° 34' east with a northwest line of the said McManus 160.0 acre tract a distance of 43.7 varas to an interior corner of same; THENCE north 45° 34' west with a line which is a southeasterly projection of the northeast line of the Sebastian Martin Survey, Abstract 327, a distance of 463.5 varas to a point for corner on the southeast line of the Julia Bailey McDonald 164.70 acre tract (called 160.0 acres); THENCE north 43° 51' east with the southeast line of the said McDonald tract a distance of 255.6 varas to a point for corner; THENCE south 28° 16' east a distance of 990.1 varas to the south corner of the aforesaid McManus 160.0 acre tract, being a point on the upper northeast line of the aforesaid Leslie Carroll 111.75 acre tract; THENCE north 45° 25' west with the upper northeast line of the said Carroll tract a distance of 239.4 varas to an angle corner in same; THENCE north 46° 06' west continuing with the upper northeast line of the said Carroll tract a distance of 233.5 varas to the PLACE OF BEGINNING and containing 21.67 acres of land.

Total Acreage in Pooled Unit . . . . 2,390.47 acres

6. The leases described above, and the royalties thereunder, are hereby pooled and combined, in so far as they cover gas in and under the lands within the above described pooled area, with the leases covering gas in and under said 2,167.28 acres, and the royalties thereunder. The terms and provisions of said Brushy Creek Agreement of May 25, 1942, shall in all respects hereafter apply to and cover the above described leases as to the lands covered thereby included within the above described pooled area, to the same extent as though said leases, as to such lands, were described in said agreement.

7. Pursuant to the powers granted SHELL in the above listed Lease Pooling Amendments and in said McManus lease, and in accordance with the requirements of said Brushy Creek Agreement, SHELL, on behalf of the following parties, their respective heirs, successors, and assigns:

W. H. Hill and wife, Ida E. Hill  
 Mary H. Blackwell (a Widow)  
 J. G. Burns  
 T. O. Buchel  
 Walter E. Ehlers  
 B. F. New and wife, Minnie New  
 Willard E. Thompson  
 Catherine L. Dumraese Reich and  
 husband, Carl J. Reich  
 Saltmount Oil Company  
 Fred B. Hollan and wife, Sarah Pauline Hollan  
 M. L. Williams  
 Frank T. Hollan and wife, Alta Hollan  
 Mae Hollan Nance and husband, H. S. Nance  
 William G. McManus  
 David Crockett McManus  
 Charles B. McManus

(being the parties who have executed said Lease Pooling Amendments and said McManus lease) hereby ratifies, adopts, and confirms said Brushy Creek Agreement in so far as said agreement is hereby extended to cover and include the lands in the pooled area described above; and all such parties (their heirs, successors and assigns) who have executed said Lease Pooling Amendments and said McManus lease shall become "ROYALTY OWNERS" under said Brushy Creek Agreement as extended to cover the above described pooled area, as the term "ROYALTY OWNERS" is used in said Brushy Creek gas pooling agreement, to the same extent as though such parties were parties to said Brushy Creek Agreement.

8. The extension of the Brushy Creek unit to include therein additional lands as set out above shall not inure to the benefit of any owner of royalty or mineral interest under the lands added to the original 2167.28-acre unit unless such owner (or such party's predecessor in interest) has joined in a Lease Pooling Amendment or counterpart thereof as listed above or in said McManus lease or in a ratification of said Brushy Creek Agreement as provided therein which will serve to pool the party's interest in gas within the unit as provided in the Brushy Creek Agreement.

9. This Declaration shall be effective as of the date it is filed for record in DeWitt and Lavaca Counties, Texas.