

- (C) Pooling Agreement dated April 25, 1949, executed by Shell Oil Company, Incorporated, further extending the Brushy Creek Unit, recorded in Volume 35, at page 204, DeWitt County, and in Volume 59, at page 72, Lavaca County.
- (D) Pooling Agreement dated May 6, 1949, extending the Brushy Creek Unit, executed by Shell Oil Company, Incorporated, recorded in Volume 35, at page 243, DeWitt County, and in Volume 59, at page 163, Lavaca County.
- (E) Extension of Brushy Creek Unit dated May 10, 1949, a counterpart of which executed by Addie Nowon Damon et al, recorded in Volume 35, at 390, DeWitt County, and Volume 59, at page 380, Lavaca County.
- (F) Reduction of Brushy Creek Unit, reducing such unit to 2,094.39 acres, dated June 28, 1951, executed by Shell Oil Company, recorded in Volume 40, at page 142, DeWitt County, and in Volume 70, at page 75, Lavaca County.
- (G) Gas Pooling Agreement dated February 8, 1956, executed by Shell Oil Company and the State of Texas, acting by and through the Commissioner of the General Land Office, pooling the royalty of the State of Texas in certain lands included within the boundaries of the 2,094.39-acre unit, which agreement is recorded in Volume 93, at page 192, Lavaca County.

and this Assignment is delivered subject to the foregoing instruments; provided, however, there is excepted and reserved unto Assignor, all existing wells (other than the F. B. Lacy, Inc. Brushy Creek Unit No. 1 Well), equipment, lease improvements and other personal property of Assignor on and used in connection therewith, and all existing production on the said Brushy Creek Unit (other than from the F. B. Lacy, Inc. Brushy Creek Unit No. 1) whether attributable to or allocated to the Lease Acreage and to all other lands included within the said Brushy Creek Unit. It is the intent of this Assignment to convey to Assignee rights to the Lease Acreage and production therefrom only insofar as concerns the F. B. Lacy, Inc. Brushy Creek Unit No. 1 Well and as to additional wells drilled thereon, if any, pursuant to the said Agreement dated July 3, 1972.

This Assignment, and the Lease Acreage covered hereby is subject to all the terms and provisions of that certain Agreement dated July 3, 1972, between Assignor and Assignee.

It is specifically provided that Assignee does not acquire by this Assignment any royalty interests, mineral interests, overriding royalty