

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 of 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 lands 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, solid salt, abnormal pressure, hot salt water flow, cavity, granite, or other formation or condition is encountered which renders further drilling impractical. If by reason of force majeure, act of God, or other cause beyond the reasonable control of Shell, the commencement or drilling of said well as specified above is delayed, such delay shall be excused and Shell's obligation to drill such well suspended during the time Shell is so delayed.

4. This agreement shall terminate in full and be of no further force and effect unless Shell, on or before March 31, 1949, accepts this agreement by executing a counterpart hereof and filing same for record with the County Clerk of the county in which the land covered by said lease is located.

5. This agreement may be executed in counterparts and each executed counterpart hereof shall be considered an original and all of said counterparts shall be construed together as one instrument. The provisions hereof shall be binding upon and inure to the benefit of all owners of royalties and mineral rights who execute this agreement, even though same is not executed by all owners of royalties or mineral rights in the lands described or referred to in Exhibit "A". The terms and provisions hereof shall constitute covenants running with said lease and with the lands and mineral and royalty rights covered by or subject to said lease and shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of Shell and of each of Royalty Owners. Royalty Owners hereby grant, lease and let to Shell, its successors and assigns, the lands covered by said lease as described or referred to in Exhibit "A" upon the terms and provisions of said lease as said lease may have been heretofore and is herein amended.

EXECUTED As of the date set out first above, on the date set opposite each signature hereto.

Catherine L. Dumraese Reich

Carl J. Reich

"ROYALTY OWNERS"

SHELL OIL COMPANY, Incorporated

By Joe T. Dickerson,

Attorney-In-Fact

Date March 28, 1949.
Address La Porte, Texas
Box 262

EXHIBIT "A"

The attached Lease Pooling Amendment constitutes a separate Amendment of each of the following described Oil, Gas and Mineral Leases, to the same extent as though each lease described on the following pages were the only lease described in this Exhibit "A", and each such lease shall be considered to be the lease referred to in the attached Amendment as "said lease."

SHELL'S LEASE (T-12074)

Oil, Gas and Mineral Lease dated June 17, 1933, recorded in Volume 8, Page 624, of the Oil & Gas Lease Records of DeWitt County, Texas, between W.H. Hill and Ida E. Hill, husband and wife; J.G. Burns and T.O. Buchel, as LESSORS, and SHELL PETROLEUM CORPORATION, as LESSEE, as amended by Instrument dated September 14, 1939, recorded in Volume 15, Page 143, of the aforementioned oil and gas lease records of DeWitt County, Texas, said lease covering 229.9 acres in the Chas. Delmas 1/3 League, and any adjoining surveys, situated in DeWitt County, Texas.

For the purposes of this agreement, said land shall be considered as containing 229.9 acres. Reference is made to said lease for description of said land.

SHELL'S LEASE (T-18738)

Oil, Gas and Mineral Lease dated May 16, 1944, recorded in Volume 27, Page 16, of the oil and gas lease records of DeWitt County, Texas, between Earl B. Hollan and wife, Margaret Hollan, as LESSORS, and Shell Oil Company, Incorporated, as LESSEE, said lease covering 93.17 acres in the Henry Chamberlain Survey, Abstract #123, and any adjoining surveys, situated in DeWitt County, Texas.

For the purposes of this agreement, said land shall be considered as containing 93.17 acres. Reference is made to said lease for description of said land.

STATE OF TEXAS :

COUNTY OF HARRIS: BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Carl J. Reich and Catherine Dumraese Reich, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed

And the said wife, having been examined by me privily and apart from her husband, and having