

FRANK T. HOLLAN LEASE

Lease (called herein the "Frank T. Hollan lease") dated April 3, 1944, recorded in Volume 26, at page 440, of the Oil and Gas Records of DeWitt County, Texas, between Frank T. Hollan and wife, Alta Hollan, as lessors, and SHELL, as lessee, covering 31.47 acres out of the Henry Chamberlain Survey, Abstract No. 123, DeWitt County, Texas; said lease having been amended by the following Lease Pooling Amendments:

Lease Pooling Amendment dated February 7, 1949, recorded in Volume 35, at page 52, of said records, executed by Frank T. Hollan and wife, Alta Hollan, and SHELL.

Lease Pooling Amendment dated March 24, 1949, recorded in Volume 35, at page 104, of said records, executed by Willard E. Thompson and SHELL.

MAE HOLLAN NANCE LEASE

Lease (called herein the "Mae Hollan Nance lease") dated February 16, 1949, recorded in Volume 35, at page 1, of the Oil and Gas Records of DeWitt County, Texas, between Mae Hollan Nance and husband, H. S. Nance, as lessors, and SHELL, as lessee, covering 31 acres out of the Henry Chamberlain Survey, Abstract 123, DeWitt County, Texas; said lease having been amended by the following Lease Pooling Amendment:

Lease Pooling Amendment dated February 16, 1949, recorded in Volume 35, at page 55, of said records, executed by Mae Hollan Nance and husband, H. S. Nance, and SHELL.

3. SHELL is the owner of an oil, gas and mineral lease (called herein the "McManus lease") dated September 23, 1948, recorded in Volume 57, at page 347, of the Lease Records of Lavaca County, Texas, between William G. McManus, David Crockett McManus, and Charles B. McManus, as lessors, and SHELL, as lessee, covering 160 acres out of the Alexander Adams Survey, Abstract No. 69, Lavaca County, Texas, said lease granting to lessee the right and power to pool lands covered thereby with the lands in said Brushy Creek Unit, similar to the powers contained in the above listed Lease Pooling Amendments.

4. SHELL has recently drilled a new well (SHELL-Lue Goode Well No. 1) on land within said Brushy Creek Unit, and, based on information obtained by SHELL in connection with said well and other exploration activities of SHELL in the area, and pursuant to the rights and powers granted SHELL in said Brushy Creek gas pooling agreement, in the above listed Lease Pooling Amendments of the above described leases and in the above described McManus lease, SHELL desires to enlarge said Brushy Creek Unit to include the gas productive area under the lands covered by all such leases, being that portion of the lands covered by said leases which has been determined by SHELL, in its best judgment, to lie within the productive area of the Brushy Creek gas field, as such lands, to be added to the 2167.28-acre unit, are described below.

5. SHELL therefore, by this Declaration, declares that the following described lands shall hereafter comprise the pooled area as such term is used in said Brushy Creek gas pooling agreement of May 25, 1942:

The 2,167.28 acres of land as described in the pooling agreement of May 25, 1942, and agreement of May 18, 1943, referred to in Paragraph 1 hereof; together with the following described lands:

(1) 160.91 acres of land out of the Charles P. Delmas Survey, Abstract 157 (and any adjoining surveys), situated in DeWitt County, Texas, being a part of the lands covered by said Hill lease and being more particularly described by the following metes and bounds:

BEGINNING at the south corner of the B. F. Pearce 153.77 acre tract (called 160.0 acres) being a point on a northwest line of the D. G. McManus 451.79 acre tract; THENCE south 44° 21' west with a northwest line of the said McManus 451.79 acre tract a distance of 306.4 varas to a large iron shaft on the northwest side of the Yoakum-Fordtran road; THENCE south 49° 39' east a distance of 12.3 varas to a 1/2" iron pipe on the southeast side of the said road; THENCE con-