

complete or produce such well or wells during the time SHELL is relieved from all obligations so to do. Provided, this provision shall not relieve SHELL from the necessity of paying either rentals or advance royalties in order to continue a pooled lease in effect when prevented by Force Majeure from fulfilling the particular requirement (operations on or continued production from the pooled area, as the case may be) necessary so to do under the provisions of such lease or of this agreement.

The specification of causes of Force Majeure herein enumerated shall not exclude other causes from consideration in determining whether SHELL has used reasonable diligence, wherever required, in fulfilling any obligations or conditions of the pooled leases, express or implied, or of this agreement, and any delay of not more than six months after termination of Force Majeure shall be deemed justified.

Nothing contained in this agreement shall impair the right of SHELL to release all of the pooled leases as to all of the lands within the pooled area and be relieved of all obligations thereafter accruing under said leases and under this agreement as to the acreage released.

XIV.

This agreement may be executed in counterparts and each executed counterpart shall be considered an original and all of said counterparts shall be construed together as one instrument. SHELL shall have the right, after acceptance of this agreement by it as provided above, to obtain execution from time to time of counterparts of this agreement by any party or parties claiming to own gas royalties in the pooled area and SHELL shall likewise have the right to bring additional leases, as to lands within the pooled area, into this pool and combine and pool same with the pooled leases and bring in any or all owners of royalty under such additional leases by execution of ratifications of this agreement.

SHELL shall have the right at any time on or before the date SHELL accepts this agreement, if SHELL accepts same as set forth in Section XI hereof, to remove from this agreement any lease or leases under which all of the owners of all of the gas royalties, as to the lands covered thereby within the pooled area, have not joined herein and thereby exclude such lease or leases, as to such lands, from this agreement to the same extent as though same were not described herein. SHELL shall accomplish such removal of leases from this agreement by striking and crossing out in "Exhibit A" of each executed copy hereof the lease or leases and lands which are to be removed from this agreement. In the event any owners of royalties under any such lease or leases so removed from this agreement have joined in this agreement, SHELL shall promptly notify each such party in writing, giving a description of the lands and lease or leases removed from this agreement, such notice to be sent by United States Mail addressed to each such party at his address as set out below in this agreement (or to such other address as any such party may designate by written notice to SHELL), and each such party shall, with respect to such lease or leases and lands remove from this agreement, likewise be excluded as a "ROYALTY OWNER" hereunder; provided, the interests, if any, of such parties with respect to any other pooled leases remaining in this agreement shall not be affected thereby.

XV.

Nothing herein contained shall inure to the benefit of any royalty or mineral owner under the pooled leases or in the pooled area who is not bound by the terms and provisions hereof. The provisions of this agreement shall, however, be binding upon and inure to the benefit of all ROYALTY OWNERS who execute this agreement, even though same is not executed by all owners of royalty in the pooled area. The terms and provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto, but no change or division in the ownership of the royalties affected hereby, however accomplished, shall be binding upon SHELL until thirty days after SHELL has been furnished with the original or a certified copy of the original instrument or instruments evidencing same.