

(SEAL)

OSCAR SHOEMAKE

Oscar Shoemake  
Notary Public, Lavaca County, Texas.

STATE OF TEXAS, )

COUNTY OF HARRIS ) BEFORE ME, the undersigned authority, on this day personally appeared  
 GEORGE HAMMAN, VICE-PRESIDENT OF HERTON OIL COMPANY, A CORPORATION known to me to be the  
 person whose name is subscribed to the foregoing instrument, and acknowledged to me that he  
 executed the same for the purposes and consideration therein expressed, and in the capacity  
 therein stated.

Given under my hand and seal of office this 4th day of August, 1942.

(SEAL)

Ralph Walton  
 Notary Public Harris County, Texas.  
 (RALPH WALTON)

Filed for Record August 8, 1942 at 10 o'clock A. M. Recorded August 11th, 1942 at 10-15  
 o'clock A. M.

D. L. Hudson, Clerk,

County Court, Lavaca County, Texas.

By Alice Holubec Deputy.

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(COUNTER-PART 2 of 6 )

D. G. McMANUS, ET AL.....)

GAS POOLING AGREEMENT  
 (Brushy Creek Area)

TO....GAS POOLING AGREEMENT.....)

SHELL OIL COMPANY, INC.....)

THIS AGREEMENT, dated the 25th day of May, 1942, and  
 entered into by and between Shell Oil Company, Incorporated, herein called "SHELL," and all other  
 parties who sign this agreement or any counterpart hereof, herein called "ROYALTY OWNERS" and  
 referred to in the masculine gender,

WITNESSETH: That,

WHEREAS, SHELL is the owner of certain oil, gas and mineral leases described in Exhibit  
 "A" attached hereto and made a part hereof, in so far as said leases cover, respectively, cer-  
 tain tracts of land situated in DeWitt and/or Lavaca Counties, Texas, as described in said Ex-  
 hibit "A"; and,

WHEREAS, ROYALTY OWNERS claim to own royalty reserved in and payable under said leases  
 as to said tracts; and,

WHEREAS, it is the desire of all parties hereto that said leases, and the royalties re-  
 served therein and payable thereunder, be combined and pooled for development and production  
 purposes to the extent herein specified;

NOW, THEREFORE, for valuable consideration to each of ROYALTY OWNERS paid by SHELL, and  
 in consideration of the mutual covenants and conditions herein contained, it is agreed by and  
 between the parties hereto, each with the other, as follows:

# I.

The words defined in this Section of this contract shall have the following meaning when  
 used in this contract:

(a) Oil is any liquid hydrocarbon, regardless of gravity, capable of being produced in  
 liquid form at the well by ordinary production methods in quantities of one (1) barrel or more  
 to each 10,000 cubic feet of gas, and which is not the result of condensation of gas after it  
 leaves the reservoir.

(b) Gas includes (but not by way of limitation) gasoline, condensate, distillate, butanes,  
 propanes, and other lighter hydrocarbons, and gas rights under the leases affected by this a-  
 greement shall be considered to include (but not by way of limitation) the rights under such  
 leases to such gasoline, condensate, distillate, butanes, propanes, and other lighter hydro-  
 carbons.