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Operations for drilling on or production of gas from any part of the pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument, or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to gas, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled units, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them, shall be entitled on production of gas from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit a pro rata portion of the gas, produced from the pooled unit after deducting that used for operations on the pooled unit and which may be furnished to the lessors therein for use on such leases in accordance with their terms. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit that pro rata portion of the gas produced from the pooled unit which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, so allocated to the land covered by this lease and included in the pooled unit just as though such production were from such land. The production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the County in which the leased premises are situated at any time after the completion of a dry hole or the cessation of gas production on said unit."

"4-b. Where either during or after the primary term lessee completes a well capable of producing gas in paying quantities but gas, at any time thereafter, is not sold or used off the premises or used for the extraction of gasoline, or other product therefrom, and the lease is not then being otherwise maintained by production, drilling or reworking operations, lessee may pay or tender as royalty to the parties entitled to royalties under this lease or deposit to their credit in the bank named herein on or before ninety (90) days after the date on which said well is completed, or the sale or use of such gas as aforesaid shall cease, and thereafter at monthly intervals a sum equal to 1/12 of the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made, tendered or deposited, this lease shall not terminate, and it will be considered that gas is being produced from this lease in paying quantities."

For the consideration hereinabove recited, the parties hereto do hereby grant, lease and let unto Humble Oil & Refining Company the land described in said lease and any amendment thereto for the purposes set out in said lease in all things in accordance with the terms and provisions of said lease as the same is hereby amended.

This instrument may be executed in one document, signed by all parties, or in separate documents which shall be counterparts hereof. If executed in separate counterparts, all such counterparts, when executed by one or more of the parties, shall constitute but one and the same instrument. The failure of any one or more persons owning an interest in and to the land or an interest in and to the oil, gas and other minerals in and under or that may be produced from any part of the premises covered by the above described lease (as herein amended) to sign this instrument, or any counterpart thereof, shall not in any manner affect the validity and binding effect of same as to the parties who executed same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates hereinafter set opposite their names.

DATE EXECUTED:

Aug 12, 1955

James S. Young
James S. Young