



#4801

COMMERCIAL RESOURCES
(505)-827-5724

SURFACE RESOURCES
(505)-827-5793

MINERAL RESOURCES
(505)-827-5744

ROYALTY
(505)-827-5772

State of New Mexico
Commissioner of Public Lands

Ray Powell, M.S., D.V.M.
310 Old Santa Fe Trail, P. O. Box 1148
Santa Fe, New Mexico 87504-1148
Phone (505)-827-5760, Fax (505)-827-5766

PUBLIC AFFAIRS
(505)-827-5763

ADMINISTRATIVE MGMT.
(505)-827-5700

LEGAL
(505)-827-5713

PLANNING
(505)-827-5752

June 19, 1998

UMC Petroleum Corporation
410 17th Street
Suite 1400
Denver, Colorado 80202

Attn: Mr. R. D. Mowry

Re: 1998 Plan of Development
Parkway West Unit
Eddy County, New Mexico

Dear Mr. Mowry:

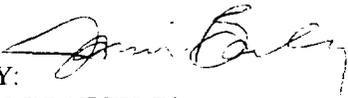
The Commissioner of Public Lands has, of this date, approved the above-captioned Plan of Development. Our approval is subject to like approval by all other appropriate agencies.

The possibility of drainage by wells outside of the unit area and the need for further development of the unit may exist. You may be contacted at a later date regarding these possibilities.

If you have any questions or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

RAY POWELL, M.S., D.V.M.
COMMISSIONER OF PUBLIC LANDS

BY: 
JAMI BAILEY, Director
Oil, Gas and Minerals Division
(505) 827-5744

RP/JB/cpm
pc: Reader File

OCD

"WE WORK FOR EDUCATION"

#4801



State of New Mexico

OFFICE OF THE

Commissioner of Public Lands

Santa Fe

JIM BACA
COMMISSIONER

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

January 30, 1992

UMC Petroleum Corporation
1201 Louisiana, Suite 1400
Houston, Texas 77002

Attn: Ms. Sandra Meche

Re: Resignation-Designation of Successor Unit Operator
Parkway West, Unit, Eddy County, New Mexico

Dear. Ms. Meche:

This office is in receipt of your letter of November, 20, 1991 advising this office that UMC Petroleum Corp. acquired Entex Petroleum Inc. in December 1988 and assumed operations of all properties previously operated by Entex at that time. In your letter of December 13, 1991, Entex Energy Operating Ltd. resigned as Unit Operator and designated UMC Petroleum Corporation as the Successor Unit Operator of the Parkway West Unit. Pursuant to Section 5 of the unit agreement the Commissioner of Public Lands has this date approved UMC Petroleum Corporation as the Successor Unit Operator of the Parkway West Unit.

The Commissioner of Public Lands has also approved your development plans for 1992. Such plan proposes to plug and abandon the Atoka interval in the Parkway West Unit Well No. 1 and place the Strawn on production. Our approval is subject to like approval by all other appropriate agencies.

The possibility of drainage by wells outside of the unit area and the need for further development of the unit may exist. You will be contacted at a later date regarding these possibilities.

If you have any questions, or if we can be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY: *Floyd O. Prando*
FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744
JB/FOP/pm
encls.
cc: Reader File

ocd ✓



TONEY ANAYA
GOVERNOR

STATE OF NEW MEXICO
ENERGY AND MINERALS DEPARTMENT
OIL CONSERVATION DIVISION

September 10, 1985

50 YEARS



1935 - 1985

POST OFFICE BOX 2088
STATE LAND OFFICE BUILDING
SANTA FE, NEW MEXICO 87501
(505) 827-5800

Entex Energy Operating, Ltd.
P. O. Box 2628
Houston, Texas 77252-2628

Attention: W. C. Bagby

Re: Parkway West Unit
Eddy County, New Mexico
Sections 20, 21, 22, 27, 28 & 29
Township 19 South, Range 29 East, NMPM
CHANGE OF DESIGNATED UNIT OPERATOR

#4801

Gentlemen:

The above-referenced submittal has been approved by the New Mexico Oil Conservation Division effective this date. Such approval is contingent upon like approval by the New Mexico Commissioner of Public Lands and the Bureau of Land Management.

Sincerely,

ROY E. JOHNSON,
Senior Petroleum Geologist

REJ/dr

cc: Commissioner of Public Lands - Santa Fe
Bureau of Land Management - Albuquerque
OCD District Office - Artesia

Entex Energy Operating Ltd.

August 28, 1985

New Mexico Energy and Mineral Department
Oil Conservation Division
P. O. Box 2088
Santa Fe, New Mexico 87501

Mr. Ray Graham
State Land Office
P. O. Box 1148
Santa Fe, New Mexico 87501

Subject: Parkway West Unit
Eddy County, New Mexico
Sections 20, 21, 22, 27, 28 & 29
Township 19 South, Range 29 East, N.M. P.M.
CHANGE OF DESIGNATED UNIT OPERATOR

Gentlemen:

Enclosed is a copy of the Assignment, Bill of Sale and Conveyance dated April 1, 1985, from William Moss Properties, Inc., et al, to Entex Energy Operating Ltd.

The Parkway West Unit is operated pursuant to the terms of the Unit Operating Agreement dated July 17, 1972, by and among the Petroleum Corporation, as Unit Operator, and Atlantic Richfield Company, et al, as Non-Operators.

For your reference the Unit Agreement dated July 17, 1972, was approved by the Oil Conservation Commission of the State of New Mexico effective as of October 26, 1972, Order No. R-4386 in case 4801 dated September 6, 1972.

The current Unit Operator of the Parkway West Unit is William Moss Properties, Inc.

As required by Section 5 of the Unit Agreement and by Section 19 of the Unit Operating Agreement, all the Working Interest Owners have been notified, in writing, of the proposed change of designated Unit Operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd. The majority in interest of the Working Interest Owners have consented to the change. We enclose herewith xerox copies of the notifications to the Working Interest Owners and evidence of their consents.

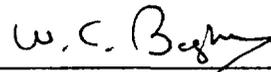
August 28, 1985
New Mexico Energy and Mineral Department
Page 2

Entex Energy Operating, Ltd., as Unit Operator agrees to carry out all duties and responsibilities of the Unit Agreement and the Unit Operating Agreement, effective with its assumption of these responsibilities on October 1, 1985.

We hereby request your approval of this change and that you evidence your approval by signing and returning one copy of this letter.

Please contact the undersigned if you have questions or need additional information.

Entex Energy Operating, Ltd.
by: Entex Petroleum, Inc., General Partner



W. C. Bagby
Vice President, Acquisitions and Land

SGA/rc

cc: William Moss Properties, Inc.
Turtle Creek Centre, Suite 700
3811 Turtle Creek Blvd.
Dallas, Texas 75219

**WILLIAM MOSS PROPERTIES, INC.
AND
J. HOWARD MARSHALL, II and BETTYE BOHANON MARSHALL
TO
ENTEX ENERGY OPERATING, LTD.**

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Dated as of April 1, 1985

1

Return recorded counterparts to:

This instrument was prepared by:

ASSIGNEE:

ENTEX ENERGY OPERATING, LTD
c/o Entex Petroleum, Inc.
General Partner
1200 Milam
Houston, Texas 77002

MORRIS & CAMPBELL, P.C.
1617 Marathon Building
600 Jefferson
Houston, Texas 77002

Attention: Mr. John C. Capshaw

ASSIGNOR:

WILLIAM MOSS PROPERTIES, INC.
Turtle Creek Centre, Suite 700
3811 Turtle Creek Boulevard
Dallas, Texas 75219

Attention: Mr. William Moss

**J. HOWARD MARSHALL, II and
BETTYE BOHANON MARSHALL**
7600 West Tidwell, Suite 800
Houston, Texas 77040

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of April 1, 1985, at 7:00 a.m., C.S.T. (the "Effective Time"), is from WILLIAM MOSS PROPERTIES, INC., a California corporation, whose principal place of business is located at Turtle Creek Centre, 3811 Turtle Creek Boulevard, Suite 700, Dallas, Texas 75219, and J. HOWARD MARSHALL, II and BETTYE BOHANON MARSHALL, individual residents of the State of Texas, who are husband and wife and who join hereunder for the purpose of conveying and assigning both their separate and community property interests in the properties covered hereby, whose office is located at 7600 West Tidwell, Suite 800, Houston, Texas 77040 (collectively referred to herein as "Assignor") to ENTEX ENERGY OPERATING, LTD. ("Assignee"), a Texas limited partnership whose principal place of business is 1200 Milam, Houston, Texas 77002, and whose general partner is Entex Petroleum, Inc., a Texas corporation, whose principal place of business is 1200 Milam, Houston, Texas 77002.

For One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, Assignor hereby transfers, sets over, grants, conveys, bargains, sells, and assigns to Assignee, subject to the "Permitted Encumbrances" (that is, those matters set forth in Exhibit "A" attached hereto to which the Subject Properties are expressly made subject) and the production payment herein reserved by Assignor, a description of the terms, provisions, and conditions of which is attached hereto as Exhibit "B" and incorporated by reference herein as if set forth in full below, all of Assignor's right, title, and interest in, under, and to the following (all of which are herein collectively called the "Subject Properties" but which expressly excludes and does not cover the "Excluded Properties" as defined in Exhibit "C" attached hereto) which are hereby bargained and sold to Assignee:

1. All of Assignor's right, title, and interest, in, under, and to the undivided interests and properties described in Exhibit "A" attached hereto and incorporated and made a part hereof, and in and to the entire estates created by the leases, licenses, permits, operating rights, and other agreements described in Exhibit "A" (herein called the "Leases"), insofar as the Leases cover and relate to the lands described in Exhibit "A" (herein called the "Lands"), the undivided mineral fee interests, royalty interests, net profit interests, production payments, and/or overriding royalty interests described in Exhibit "A", together with corresponding undivided interests in and to all of the property and rights incident thereto, including but not limited to, all agreements (including, but not limited to, all of Assignor's rights and privileges, including the right to receive funds, under that certain Compromise, Settlement and Amendatory Agreement effective January 11, 1985, between Northern Natural Gas Company, Northern Gas Marketing, Inc., William Moss Properties, Inc., and J. Howard Marshall, II, and related natural gas purchase and sale contracts), product purchase and sales contracts, leases, operating rights, gas processing agreements, gas balancing agreements, equipment leases, joint venture agreements, unitization or pooling agreements, salt water disposal agreements, servicing contracts, farm-in or farm-out agreements, permits, rights-of-way, easements, licenses, farmouts, options and orders in any way relating thereto; and
2. Corresponding undivided interests in and to all of the personal property, fixtures and improvements now or as of the Effective Time appurtenant to the Leases insofar as they cover the Lands or used or obtained in connection with the operation of the Leases insofar as they cover the Lands or with the

production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto; and

3. Each and every kind and/or character of right, title, claim or interest which any Assignor now has in the Lands and/or Leases or portions thereof which are described in Exhibit "A" and all unitization and pooling agreements and the units created thereby which cover or include such Lands or Leases or portions thereof, and all the right, title, claim or interest which any Assignor now has in and to the Lands specifically described in Exhibit "A", whether such right, title, claim or interest be under and by virtue of a Lease, a unitization or pooling agreement, a unitization or pooling order, a mineral deed, a royalty deed, an operating agreement, a division order, a transfer order or any other type of contract, conveyance or instrument or under any other type of claim or title, legal or equitable, recorded or unrecorded, even though such Assignor's interests be incorrectly or incompletely described in, or a description thereof be omitted from, Exhibit "A", all as the same shall be enlarged by any reversionary interest or by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of the same are subject and any and all renewals and extensions of any of the same; and
4. All tangible personal property located upon or appurtenant to the properties as described in Exhibit "A", which is used, obtained, associated or connected with the production, treatment, storage, handling, processing, operation or ownership of petroleum and hydrocarbons produced therefrom, including but not limited to, all wells, salt water injection or disposal wells, well heads, well equipment, tools, pipe, pipelines and gathering lines, pumps, pumping

units, motors, rods, gauges, valves, chokes, heaters, treaters, separators and flow measurement devices; and

5. All petroleum, hydrocarbons, or other minerals that either are produced from the Lands and Leases described in Exhibit "A" or are in storage at or after the Effective Time.

This Assignment is executed without warranty of any kind, either express or implied, except that Assignor, on behalf of itself, its successors and assigns, warrants and agrees to defend the title to the Subject Properties against the lawful claims and demands of all persons claiming the same or any part thereof by, through, or under Assignor, its successors or assigns, but not otherwise. Assignor additionally warrants that the Subject Properties are not subject to any valid and subsisting unreleased lien or encumbrance as of the Closing except for the "Permitted Encumbrances" identified in Exhibit "A" attached hereto. Assignor also hereby grants and transfers to Assignee, its successors, and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Properties against Assignor's predecessors in title to such properties, and this Assignment is made with full substitution and subrogation of Assignee in and to all covenants of warranty by others heretofore given or made with respect to the Subject Properties or any part thereof or interest therein.

The references herein to liens, encumbrances, burdens, defects and other such matters are for the purpose of defining the nature and extent of Assignor's special warranty and shall not be deemed to ratify or create any rights in third parties.

Reference is made to the land descriptions contained in the documents of title recorded as specified in Exhibit "A". To the extent that the land descriptions on

Exhibit "A" are incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated by this reference.

Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the counties in which the Subject Properties are located.

Separate assignments of the Subject Properties may be executed on officially approved forms by Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Subject Properties conveyed herein.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Assignment. A complete original copy of this Assignment, including complete property descriptions in Exhibit "A", is being filed in the real property records of Upton County, Texas, Hinds County, Mississippi, Grady County, Oklahoma, and San Juan County, New Mexico. To facilitate recording this Assignment, the counterpart to be recorded in a given county or place of recording may contain only those portions of the Exhibits hereto that describe property located in that county. Assignor and Assignee have each retained a counterpart of this Assignment with a complete Exhibit "A".

TO HAVE AND TO HOLD, the Assignment, together with all and singular the rights, titles, interests, estates, remedies, powers, privileges, and appurtenances thereunto in any way belonging, unto the Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, the ASSIGNOR has executed this instrument this 14th day of August, 1985, in the presence of the undersigned witnesses.

EXECUTED BY ALL PARTIES IN THE PRESENCE OF THE UNDERSIGNED COMPETENT WITNESSES:

Clara J. Wilson
Witness
Chilgren M. Greene
Witness

WILLIAM MOSS PROPERTIES, INC.
By: Leo Patterson, Jr.
Leo Patterson, Jr., President

ATTEST:
By: [Signature]
Asst. Secretary of William Moss Properties, Inc.

(Seal)

Clara J. Wilson
Witness
Chilgren M. Greene
Witness

J. HOWARD MARSHALL, II
By: [Signature]
J. Howard Marshall, II

Clara J. Wilson
Witness
Chilgren M. Greene
Witness

BETTYE BOHANON MARSHALL
By: [Signature]
J. Howard Marshall, II
Agent and Attorney-in-Fact

Assignee accepts and agrees to be bound by the terms of this Assignment, Bill of Sale and Conveyance.

ENTEX ENERGY OPERATING, LTD.
by Entex Petroleum, Inc.
General Partner

By: John C. Capshaw
John C. Capshaw, President

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, Sarah C. Taylor, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, on this day personally appeared before me severally each of the following persons, each residing at the address set forth below his/her name and representing either themselves or his corporation, as so indicated, all known to me to be the persons or corporate representative whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Leo Patterson, Jr.
Suite 700, Turtle Creek Center
3811 Turtle Creek Blvd.
Dallas, Texas 75219

President of William Moss
Properties, Inc. a Cali-
fornia corporation

(Arkansas - corporation)

BEFORE ME, Sarah C. Taylor, a Notary Public duly commissioned, qualified and acting, within the aforesaid County and State, appeared in person the within named LEO PATTERSON, JR., to me personally known, who stated that he is the President of WILLIAM MOSS PROPERTIES, INC., a California corporation, and is duly authorized to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

(Mississippi)

PERSONALLY APPEARED BEFORE ME, a Notary Public of the County of Dallas, Texas, the above-named corporate representative, who acknowledge that he signed and delivered the foregoing instrument on the day and the year therein mentioned.

(New Mexico - corporation)

The foregoing instrument was acknowledged before me this August 14th, 1985, by LEO PATTERSON, JR., President of WILLIAM MOSS PROPERTIES, INC., a California corporation, on behalf of the corporation.

(Oklahoma - corporation)

BEFORE ME, a Notary Public, in and for said state, on this 14th day of August, 1985, personally appeared LEO PATTERSON, JR., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of WILLIAM MOSS PROPERTIES, INC., and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

(Texas - corporation)

BEFORE ME, Sarah C. Taylor a Notary Public, in and for said state, on this day personally appeared LEO PATTERSON, JR., known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the President of WILLIAM MOSS PROPERTIES, INC., a California corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

GIVEN UNDER my hand and seal of office this 14th day of August, 1985.

Sarah C. Taylor
Notary Public

Sarah C. Taylor
[Printed Name of Notary Public]

My Commission Expires:

6/18/88

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, Sarah C. Taylor, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, on this day personally appeared before me severally each of the following persons, each residing at the address set forth below his name and representing either themselves or his corporation, as so indicated, all known to me to be the persons or corporate representative whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

J. Howard Marshall, II
7600 West Tidwell, Suite 800
Houston, Texas 77040

Individually

J. Howard Marshall, II
7600 West Tidwell, Suite 800
Houston, Texas 77040

As Agent and Attorney-In-Fact
on behalf of Bettye Bohanon Marshall

(Arkansas - individual)

BEFORE ME, the undersigned authority, on this date personally appeared J. HOWARD MARSHALL, II 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.

(Arkansas - individual)

BEFORE ME, the undersigned authority, on this date personally appeared J. HOWARD MARSHALL, II, as agent and attorney-in-fact on behalf of Bettye Bohanon Marshall, 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.

(Mississippi)

PERSONALLY APPEARED BEFORE ME, a Notary Public of the County of Dallas, Texas, the above-named individual, who acknowledged that he signed and delivered the foregoing instrument on the day and the year therein mentioned.

(Mississippi)

PERSONALLY APPEARED BEFORE ME, a Notary Public of the County of Dallas, Texas, the above-named individual, who acknowledged that he signed and delivered the foregoing instrument on the day and the year therein mentioned.

(New Mexico - individual)

The foregoing instrument was acknowledged before me, this August 14th, 1985, by J. HOWARD MARSHALL, II, individually.

(New Mexico - individual)

The foregoing instrument was acknowledged before me, this August 14th, 1985, by J. HOWARD MARSHALL, II, as agent and attorney-in-fact on behalf of Bettye Bohanon Marshall.

(Oklahoma - individual)

BEFORE ME, Sarah C. Taylor, a Notary Public, in and for said state on this 14th day of August, 1985, personally appeared J. HOWARD MARSHALL, II, individually, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(Oklahoma - individual)

BEFORE ME, Sarah C. Taylor, a Notary Public, in and for said state on this 14th day of August, 1985, personally appeared J. HOWARD MARSHALL, II, as agent and attorney-in-fact on behalf of Bettye Bohanon Marshall, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(Texas - individual)

BEFORE ME, Sarah C. Taylor, a Notary Public, in and for said state, on this day personally appeared J. HOWARD MARSHALL, II, individually, 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.

(Texas - individual)

BEFORE ME, Sarah C. Taylor, a Notary Public, in and for said state, on this day personally appeared J. HOWARD MARSHALL, II, as agent and attorney-in-fact on behalf of Bettye Bohanon Marshall, 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.

GIVEN UNDER my hand and seal of office this 14th day of August, 1985.

Sarah C. Taylor
Notary Public

Sarah C. Taylor
[Printed Name of Notary Public]

My Commission Expires:

6/18/88

EXHIBIT A

Attached to and made a part of the Assignment, Bill of Sale and Conveyance (the "Assignment") from WILLIAM MOSS PROPERTIES, INC., a Texas corporation, and J. HOWARD MARSHALL, II, and BETTYE BOHANON MARSHALL, individual residents of the State of Texas (collectively referred to herein as "Assignor"), to ENTEX ENERGY OPERATING, LTD., a Texas limited partnership ("Assignee").

Parkway Wells Nos. 1, 2, 3, 5, 6, 7, 8, 9, and 10
Eddy County, New Mexico
Parkway West Prospect

Certain undivided interests in the oil and gas operating rights under and/or overriding royalty interests in certain State of New Mexico oil and gas leases covering and pertaining to certain lands in Eddy County, New Mexico.

Hereinafter described are said leases and lands; together with the contracts to which said leases are subject.

Also, hereinafter set forth for each of the nine (9) producing wells located on said leases and lands are the respective shares of operating rights and/or overriding royalty interests and the net revenue interests attributable thereto.

All of the following lands are in TWP 19 South, Range 29 East, Eddy County, New Mexico, and are limited from the surface down to and not below a depth of 11,800 feet.

(a) Lease No. E-701-5, dated January 10, 1946, from the State of New Mexico, Lessor, to Robert E. McKee, Lessee, insofar as it covers the N/2 of SE/4 of Section 21, and W/2 of NW/4 of Section 29, containing 160 acres of land, more or less;

(b) Lease No. K-3076-2, dated February 19, 1963, from the State of New Mexico, Lessor, to Carper Drilling Company, Lessee, insofar as it covers W/2 of NE/4, and E/2 of NW/4 of Section 29, containing 160 acres of land, more or less;

(c) Lease No. K-3153, dated March 19, 1963, from the State of New Mexico, Lessor, to Hondo Oil & Gas Company, Lessee, insofar as it covers N/2 of NW/4, SE/4 of NW/4 of Section 20; NW/4, SW/4 of SW/4 of Section 28, and SE/4 of SE/4 of Section 29, containing 360 acres of land, more or less;

(d) Lease No. K-3702, dated November 19, 1963, from the State of New Mexico, Lessor, to The Superior Oil Company, Lessee, insofar as it covers W/2 of SW/4, SW/4 of NW/4 of Section 20, and E/2 of W/2 of Section 21, containing 280 acres of land, more or less;

(e) Lease No. K-3830, dated January 21, 1964, from the State of New Mexico, Lessor, to The Superior Oil Company, Lessee, insofar as it covers N/2 of NW/4, and S/2 of NE/4 of Section 22, containing 160 acres of land, more or less;

(f) Lease No. K-4251, dated July 21, 1964, from the State of New Mexico, Lessor, to Union Oil Company of California, Lessee, insofar as it covers W/2 of NW/4 of Section 21, containing 80 acres of land, more or less;

(g) Lease No. K-4329, dated August 18, 1964, from the State of New Mexico, Lessor, to Union Oil Company of California, Lessee, insofar as it covers E/2 of NE/4, W/2 of NW/4, and SW/4 of SW/4 of Section 27, containing 200 acres of land, more or less;

(h) Lease No. K-4330-1, dated August 18, 1964, from the State of New Mexico, Lessor, to Southern Minerals Corporation, Lessee, insofar as it covers SE/4 of NE/4, N/2 of S/2, and S/2 of SW/4 of Section 29, containing 280 acres of land, more or less;

(i) Lease No. K-4395, dated September 15, 1964, from the State of New Mexico, Lessor, to Union Oil Company of California, Lessee, insofar as it covers E/2 of SE/4, and E/2 of SW/4 of Section 28, containing 160 acres of land, more or less;

(j) Lease No. K-4588, dated December 15, 1964, from the State of New Mexico, Lessor, to Union Oil Company of California, Lessee, insofar as it covers SW/4 of NE/4, NW/4 of SE/4 of Section 27, and NW/4 of SW/4 of Section 28, containing 120 acres of land, more or less;

(k) Lease No. K-4721, dated February 16, 1965, from the State of New Mexico, Lessor, to Atlantic Richfield Company, Lessee, insofar as it covers SW/4 of NW/4, NW/4 of SW/4, and N/2 of SE/4 of Section 22, containing 160 acres of land, more or less;

(l) Lease No. K-5771, dated March 15, 1966, from the State of New Mexico, Lessor, to Atlantic Richfield Company, Lessee, insofar as it covers NE/4 of NE/4 of Section 29, containing 40 acres of land, more or less;

(m) Lease No. K-6949-2, dated May 16, 1967, from the State of New Mexico, Lessor, to Charles B. Read, Lessee, insofar as it covers NW/4 of NE/4, E/2 of NW/4, N/2 of SW/4, SE/4 of SW/4, NE/4 of SE/4, and S/2 of SE/4 of Section 27, containing 360 acres of land, more or less;

(n) Lease No. L-323, dated October 17, 1967, from the State of New Mexico, Lessor, to Clifton Wilderspin, Lessee, insofar as it covers SW/4 of SE/4 of Section 29, containing 40 acres of land, more or less;

(o) Lease No. L-1513, dated October 15, 1968, from the State of New Mexico, Lessor, to Pennzoil United, Inc., Lessee, insofar as it covers E/2 of SW/4 of Section 20, containing 80 acres of land, more or less;

(p) Lease No. L-3100, dated July 15, 1969, from the State of New Mexico, Lessor, to Atlantic Richfield Company, Lessee, insofar as it covers NE/4, and W/2 of SE/4 of Section 28, containing 240 acres of land, more or less;

(q) Lease No. 3099, dated July 15, 1969, from the State of New Mexico, Lessor, to Bell Petroleum Company, Lessee, insofar as it covers N/2 NE/4, SE/4 NW/4, NE/4 SW/4, and S/2 S/2 of Section 22, containing 320 acres of land, more or less; and

(r) Lease No. L-6520, dated September 1, 1971, from the State of New Mexico, Lessor, to James A. O'Neill, Lessee, insofar as it covers NE/4, W/2 SW/4, and S/2 SE/4 of Section 21, containing 320 acres, more or less.

The above leases are subject to the following:

(a) Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, dated July 17, 1972, effective October 26, 1972;

(b) Unit Agreement for the Parkway West Unit Area, Eddy County, New Mexico, dated July 17, 1972, effective October 26, 1972;

(c) Operating Agreement dated July 1, 1972, by and among The Petroleum Company of Delaware, as Operator, and H. E. Chiles, et al., as Non-Operators; and

(d) Gas Purchase Agreement dated November 1, 1984, between El Paso Natural Gas Company, as Buyer, and The Petroleum Corporation of Delaware, William Moss Properties, Inc. and J. Howard Marshall, II, covering

the Parkway West Unit Well Nos. 1, 2, 3, 5, 6, 7, 8, 9, and 10, limited to specified formations and superseding Gas Purchase Agreements dated April 12, 1978, June 6, 1975, June 6, 1975, December 20, 1979, December 21, 1979, and February 15, 1980.

Parkway West Unit No. 1 Well (North 1/2 of Section 28):

Share of operating rights in and costs of said Well	.16575910
Net revenue interest	.14752655

Parkway West Unit No. 2 Well (North 1/2 of Section 29):

Share of operating rights in and costs of said Well	.16618591
Net revenue interest	.13933845

Parkway West Unit No. 3 Well (South 1/2 of Section 29):

Before Payout:

Share of operating rights in and costs of said Well	.34490817
Net revenue interest	.29207120

After Payout 1*:

Share of operating rights in and costs of said Well	.20949147
Net revenue interest	.17358150

After Payout 2:**

Share of operating rights in and costs of said Well	.15273837
Net revenue interest	.12557670

Parkway West Unit No. 5 Well (West 1/2 of Section 20):

Share of operating rights in and costs of said Well	.16528730
Net revenue interest	.13970735

Parkway West Unit No. 6 Well (South 1/2 of Section 21):

Before Payout:

Share of operating rights in and costs of said Well	.16445707
Net revenue interest	.13583076

After Payout 1*:

Share of operating rights in and costs of said Well	.15273837
Net revenue interest	.12654376

After Payout 2:**

Share of operating rights in and costs of said Well	Not Applicable***
Net revenue interest	Not Applicable***

Parkway West Unit No. 7 Well (North 1/2 of Section 22)

Before Payout:

Share of operating rights in and costs of said Well	.18008207
Net revenue interest	.14950240

After Payout 1*:

Share of operating rights in and costs of said Well	.15273837
Net revenue interest	.12654360

After Payout 2:**

Share of operating rights in and costs of said Well

Not Applicable***

Net revenue interest

Not Applicable***

Parkway West Unit No. 8 Well (South 1/2 of Section 22):

Before Payout:

Share of operating rights in and costs of said Well

.18008207

Net revenue interest

.15218480

After Payout 1*:

Share of operating rights in and costs of said Well

.15273837

Net revenue interest

.14070540

After Payout 2:**

Share of operating rights in and costs of said Well

Not Applicable ***

Net revenue interest

Not Applicable ***

Parkway West Unit No. 9 Well (North 1/2 of Section 21):

Before Payout:

Share of operating rights in and costs of said Well

.23529167

Net revenue interest

.19708410

After Payout 1*:

Share of operating rights in and costs of said Well

.20924997

Net revenue interest

.17429750

After Payout 2:**

Share of operating rights in and costs of said Well

.15273837

Net revenue interest

.12654360

Parkway West Unit No. 10 Well (North 1/2 of Section 27):**Before Payout:**

Share of operating rights in and costs of said Well	.42824147
Net revenue interest	.36498780

After Payout 1*:

Share of operating rights in and costs of said Well	.20949147
Net revenue interest	.17358150

After Payout 2:**

Share of operating rights in and costs of said Well	.15273837
Net revenue interest	.12557670

* As defined in that certain Operating Agreement for the Parkway West Unit Area, Eddy County, New Mexico, dated July 17, 1972, effective October 26, 1972.

** As defined in that certain Operating Agreement dated July 1, 1972, by and among The Petroleum Corporation of Delaware, as Operator, and H. E. Chiles, et al., as Non-Operators.

*** All parties to the Operating Agreement of July 1, 1972, elected to participate in the drilling and completion of the Parkway West Nos. 6, 7, and 8 Wells; hence the non-consent penalty provisions of said agreement are not applicable to said wells.

**Petco State No. 1 Well
Eddy County, New Mexico
Potash Prospect**

All of the following lands are in TWP 19 South, Range 29 East, Eddy County, New Mexico.

(a) Lease No. L-3355, dated August 19, 1969, from the State of New Mexico, Lessor, to Hal S. Dean,

Lessee, insofar as it covers the E/2 of the E/2, NE/4 of the NW/4, SW/4 of the NW/4, and the S/2 of the SW/4 of Section 26, containing 320 acres, more or less; and

(b) Lease No. K-4169, dated June 16, 1964, from the State of New Mexico, Lessor, to Allied Chemical Corporation, Lessee, insofar as it covers the W/2 SE/4, W/2 NE/4, NW/4 NW/4, SE/4 NW/4, and N/2 SW/4 of Section 26, from a depth of 4,000 feet below the surface down to a depth of 11,980 feet below the surface.

The above leases are subject to the following:

(a) Two Farmout Contracts, each dated May 1, 1970, one from Union Texas Petroleum, a Division of Allied Chemical Corporation, and one from Sun Oil Company, both to The Petroleum Corporation of Delaware;

(b) Communitization Agreement dated December 1, 1970, between Allied Chemical Corporation and The Petroleum Corporation of Delaware, recorded in Book 78, page 842, Records of Eddy County, New Mexico;

(c) An Assignment of Operating Rights dated March 23, 1971, from Allied Chemical Corporation to The Petroleum Corporation of Delaware, recorded in Book 80, page 27, Miscellaneous Records of Eddy County, New Mexico;

(d) Assignment dated February 25, 1971, from Sun Oil Company to The Petroleum Corporation of Delaware, recorded in Book 80, page 21, Miscellaneous Records of Eddy County, New Mexico;

(e) Operating Agreement dated May 1, 1972, between The Petroleum Corporation of Delaware, as Operator, and Peter C. Andrews, et al.; and

(f) Gas Purchase Contract dated July 12, 1971, as amended by letter agreement dated December 27, 1973, with Lano, Inc.

Petco State No. 1 Well:

The Southeast Quarter (SE/4) of Section 26, Township 19 South, Range 29 East, N.M.P.M., Eddy County, New Mexico, containing 160 acres, more or less, limited to production from the Strawn Formation.

Before Payout:

Share of operating rights in and costs of said Well	.75433794
---	-----------

Net revenue interest	.61013720
----------------------	-----------

After Payout:

Share of operating rights in and costs of said Well	.56861918
---	-----------

Net revenue interest	.40173600
----------------------	-----------

"Payout" is determined pursuant to the farmout and joint operating agreement, and assumes that Allied and Sun will convert their respective overriding royalties to a working interest.

AGREEMENT FOR SUBSTITUTION OF OPERATOR

Reference is made to that certain Operating Agreement dated July 17, 1972, as amended (the "Operating Agreement"), by and among William Moss Properties, Inc. ("Moss Properties"), as successor to The Petroleum Corporation, as Operator, and Atlantic Richfield Company, Mr. Perry R. Bass, Cities Service Oil Company, Mr. Hal S. Dean, Hondo Oil and Gas Company, Ms. Erma Lowe, M. Ralph Lowe, Inc., Maralo, Inc., Security Pacific National Bank, Executors of the Estate of M. A. Machris, Pennzoil Company, Sabine Production Company, Sun Exploration & Production Co., The Superior Oil Company, Union Oil Company of California, and Union Texas Petroleum, a Division of Allied Chemical Corp., as Non-Operators, covering the exploration and development for oil and gas on the following described land in Eddy County, New Mexico:

Township 19 South - Range 29 East, N.M.P.M.

All of Sections 20, 21, 22, 27, 28, and 29

Reference is also made to that certain Purchase and Sale Agreement dated June 7, 1985, by and between William Moss Properties, Inc., and J. Howard Marshall, II, and Bettye Bohanon Marshall, as Seller, and Entex Energy Operating, Ltd., as Purchaser, as amended by that certain Agreement and Amendment dated June 7, 1985, and as ratified and amended by that certain Ratification and Amendment document dated June 14, 1985, whereby William Moss Properties, Inc. and J. Howard Marshall, II, et ux., have agreed to sell and convey to Entex Energy Operating, Ltd., and Entex Energy Operating, Ltd. has agreed to purchase and accept, subject to the terms and conditions of the Purchase and Sale Agreement, numerous oil and gas properties located in the States of Texas, Oklahoma, New Mexico, Arkansas, and Mississippi, and which oil and gas properties are referred to in the Purchase and Sale Agreement as the "Subject Properties". The address of Entex Energy Operating, Ltd. is 1200 Milam, Houston, Texas 77002. All of the interests of William Moss Properties, Inc. and J. Howard Marshall, II, in the oil and gas properties covered by the Operating Agreement are included in the Subject Properties. Subject to the terms of the Purchase and Sale Agreement, all such interests will be conveyed to Entex Energy Operating, Ltd., subject to the Operating Agreement, at the closing of the Purchase and Sale Agreement.

It is the desire of all parties to the Operating Agreement to amend same by substituting Entex Energy Operating, Ltd., as successor in interest of Moss Properties and J. Howard Marshall, II, for Moss Properties as Operator therein and thereunder, with Entex Energy Operating, Ltd. becoming the Operator as of the ear-

liest date possible following the closing of the Purchase and Sale Agreement, as provided in the terms of said Agreement, and thereafter assuming all rights and duties as Operator therein and thereunder.

Accordingly, in consideration of the mutual covenants and obligations therein and herein, and intending to be legally bound, all parties to the Operating Agreement agree that the Operating Agreement shall be, and hereby is, amended as follows:

For all purposes of the Operating Agreement, but contingent on and effective following the closing as provided in the terms of the Purchase and Sale Agreement, Entex Energy Operating, Ltd. shall be substituted for Moss Properties, and Entex Energy Operating, Ltd. shall be designated, appointed, and selected, as Operator. In addition, but contingent on and effective following the closing as provided in the terms of the Purchase and Sale Agreement, Entex Energy Operating, Ltd. shall assume all rights and duties of the Operator after such effective date in, under, and by virtue of the Operating Agreement.

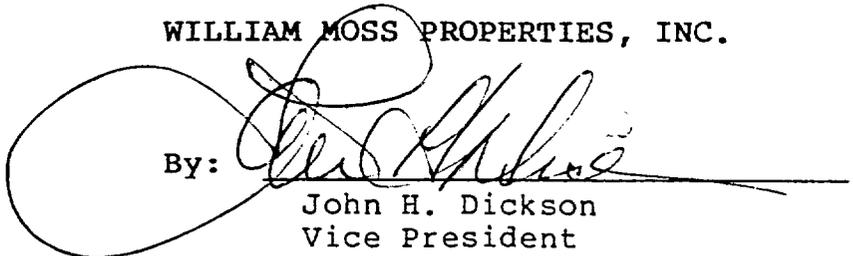
This Agreement is executed in multiple counterparts, each of which shall be an original, and each of which shall be binding on the party or parties signing same irrespective of whether any other party executes such counterpart, and all of which together shall constitute one and the same instrument.

Date of Execution:

7-5-85

WILLIAM MOSS PROPERTIES, INC.

By:


John H. Dickson
Vice President

Date of Execution:

8-14-85

ENTEX ENERGY OPERATING, LTD.

BY: Entex Petroleum, Inc.,
General Partner

By:



liest date possible following the closing of the Purchase and Sale Agreement, as provided in the terms of said Agreement, and thereafter assuming all rights and duties as Operator therein and thereunder.

Accordingly, in consideration of the mutual covenants and obligations therein and herein, and intending to be legally bound, all parties to the Operating Agreement agree that the Operating Agreement shall be, and hereby is, amended as follows:

For all purposes of the Operating Agreement, but contingent on and effective following the closing as provided in the terms of the Purchase and Sale Agreement, Entex Energy Operating, Ltd. shall be substituted for Moss Properties, and Entex Energy Operating, Ltd. shall be designated, appointed, and selected, as Operator. In addition, but contingent on and effective following the closing as provided in the terms of the Purchase and Sale Agreement, Entex Energy Operating, Ltd. shall assume all rights and duties of the Operator after such effective date in, under, and by virtue of the Operating Agreement.

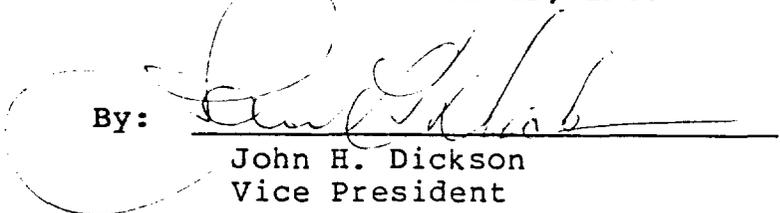
This Agreement is executed in multiple counterparts, each of which shall be an original, and each of which shall be binding on the party or parties signing same irrespective of whether any other party executes such counterpart, and all of which together shall constitute one and the same instrument.

Date of Execution:

WILLIAM MOSS PROPERTIES, INC.

7-5-85

By:


John H. Dickson
Vice President

Date of Execution:

~~ENTEX ENERGY OPERATING, LTD.~~
~~BY: Entex Petroleum, Inc.,~~
~~General Partner~~

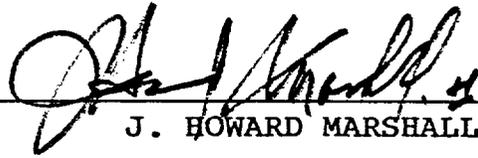
8/6/85

By:


MOBIL PRODUCING TEXAS &
NEW MEXICO, INC.
AGENT FOR SUPERIOR OIL

Date of Execution:

July 9, 1985



J. HOWARD MARSHALL, II

Date of Execution:

ATLANTIC RICHFIELD COMPANY

By: _____

Date of Execution:

CITIES SERVICE OIL COMPANY

By: _____

Date of Execution:

HONDO OIL AND GAS COMPANY

By: _____

Date of Execution:

M. RALPH LOWE, INC.

By: _____

Date of Execution:

MARALO, INC.

By: _____

Date of Execution:

J. HOWARD MARSHALL, II

Date of Execution:

ATLANTIC RICHFIELD COMPANY

8/2/85

By:

C.R. Leggott

C. R. LEGGOTT
OPERATIONS COORDINATOR

Date of Execution:

CITIES SERVICE OIL COMPANY

By: _____

Date of Execution:

HONDO OIL AND GAS COMPANY
(a Division of Atlantic Richfield Company)

8/2/85

By:

C.R. Leggott

C. R. LEGGOTT
OPERATIONS COORDINATOR

Date of Execution:

M. RALPH LOWE, INC.

By: _____

Date of Execution:

MARALO, INC.

By: _____

Date of Execution:

J. HOWARD MARSHALL, II

Date of Execution:

ATLANTIC RICHFIELD COMPANY

8/16/85

By: Allen & Harney

Date of Execution:

CITIES SERVICE OIL COMPANY

By: _____

Date of Execution:

HONDO OIL ⁺ ~~AND~~ GAS COMPANY

8/16/85

By: Allen & Harney

Date of Execution:

M. RALPH LOWE, INC.

By: _____

Date of Execution:

MARALO, INC.

By: _____

Date of Execution:

J. HOWARD MARSHALL, II

Date of Execution:

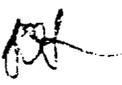
ATLANTIC RICHFIELD COMPANY

By: _____

Date of Execution:

August 6, 1985

Cities Service Oil and Gas Corporation
~~CITIES SERVICE OIL COMPANY~~

By: Bryan B. Roberts 
Bryan B. Roberts Attorney-in-Fact 

Date of Execution:

HONDO OIL AND GAS COMPANY

By: _____

Date of Execution:

M. RALPH LOWE, INC.

By: _____

Date of Execution:

MARALO, INC.

By: _____

Date of Execution:

J. HOWARD MARSHALL, II

Date of Execution:

ATLANTIC RICHFIELD COMPANY

By: _____

Date of Execution:

CITIES SERVICE OIL COMPANY

By: _____

Date of Execution:

HONDO OIL AND GAS COMPANY

By: _____

Date of Execution:

7/30/85

M. RALPH LOWE, INC.

Mary Ralph Lowe
By: *Morris Danneberg*

Date of Execution:

7/30/85

MARALO, INC.

Morris Danneberg
By: *Morris Danneberg*
MORRIS DANNEBERG
PRESIDENT

Date of Execution:

J. HOWARD MARSHALL, II

Date of Execution:

ATLANTIC RICHFIELD COMPANY

By: _____

Date of Execution:

CITIES SERVICE OIL COMPANY

By: _____

Date of Execution:

HONDO OIL AND GAS COMPANY

By: _____

Date of Execution:

7/30/85

M. RALPH LOWE, INC.

By: Mary Ralph Lowe
Monnie Combs

Date of Execution:

7/30/85

MARALO, INC.

By: Monnie Combs
MONNIE COMBS
President

Date of Execution:

J. HOWARD MARSHALL, II

Date of Execution:

ATLANTIC RICHFIELD COMPANY

By: _____

Date of Execution:

CITIES SERVICE OIL COMPANY

By: _____

Date of Execution:

HONDO OIL AND GAS COMPANY

By: _____

Date of Execution:

M. RALPH LOWE, INC.

7/30/85

Mary Ralph Lowe
By: *M. Carol Cannon*

Date of Execution:

MARALO, INC.

7/30/85

M. Carol Cannon
By: _____
MARALO, INC.
President

Date of Execution:

SECURITY PACIFIC NATIONAL BANK,
EXECUTORS OF THE ESTATE OF
M. A. MACHRIS

By: _____

Date of Execution:

PENNZOIL COMPANY

7-30-85

By: Paul L. Bruce /c

Date of Execution:

SABINE PRODUCTION COMPANY

By: _____

Date of Execution:

SUN EXPLORATION & PRODUCTION CO.

By: _____

Date of Execution:

THE SUPERIOR OIL COMPANY

By: _____

Date of Execution:

UNION OIL COMPANY OF CALIFORNIA

By: _____

Date of Execution:

SECURITY PACIFIC NATIONAL BANK,
EXECUTORS OF THE ESTATE OF
M. A. MACHRIS

By: _____

Date of Execution:

PENNZOIL COMPANY

By: _____

Date of Execution:

Corporation
SABINE ~~PRODUCTION~~ COMPANY

July 30, 1985

By: *B L Howe*
Attorney-in-Fact

Date of Execution:

SUN EXPLORATION & PRODUCTION CO.

By: _____

Date of Execution:

THE SUPERIOR OIL COMPANY

By: _____

Date of Execution:

UNION OIL COMPANY OF CALIFORNIA

By: _____

Date of Execution:

SECURITY PACIFIC NATIONAL BANK,
EXECUTORS OF THE ESTATE OF
M. A. MACHRIS

By: _____

Date of Execution:

PENNZOIL COMPANY

By: _____

Date of Execution:

SABINE PRODUCTION COMPANY

By: _____

Date of Execution:

SUN EXPLORATION & PRODUCTION CO.

7/31/85

By: Linda Guerrero

Date of Execution:

THE SUPERIOR OIL COMPANY

By: _____

Date of Execution:

UNION OIL COMPANY OF CALIFORNIA

By: _____

Date of Execution:

SECURITY PACIFIC NATIONAL BANK,
EXECUTORS OF THE ESTATE OF
M. A. MACHRIS

By: _____

Date of Execution:

PENNZOIL COMPANY

By: _____

Date of Execution:

SABINE PRODUCTION COMPANY

By: _____

Date of Execution:

SUN EXPLORATION & PRODUCTION CO.

By: _____

Date of Execution:

THE SUPERIOR OIL COMPANY

By: _____

Date of Execution:

UNION OIL COMPANY OF CALIFORNIA

August 6, 1985

By: John Hansen
Attorney-in-Fact



Date of Execution:

UNION TEXAS PETROLEUM,
A DIVISION OF ALLIED CHEMICAL CORP.

By: _____

Date of Execution:

W



PERRY R. BASS, TRUSTEE

Date of Execution:

HAL S. DEAN

Date of Execution:

ERMA LOWE

Date of Execution:

UNION TEXAS PETROLEUM,
A DIVISION OF ALLIED CHEMICAL CORP.

By: _____

Date of Execution:

PERRY R. BASS

Date of Execution:

HAL S. DEAN

Date of Execution:

7/30/85

Erma Lowe by *[Signature]*

ERMA LOWE

Date of Execution:

UNION TEXAS PETROLEUM,
A DIVISION OF ALLIED CHEMICAL CORP.

By: _____

Date of Execution:

PERRY R. BASS

Date of Execution:

HAL S. DEAN

Date of Execution:

7/30/85

Erma Lowe by Hal S. Dean

ERMA LOWE

WILLIAM MOSS PROPERTIES, INC.

TURTLE CREEK CENTRE
2811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.

Bruce Ilworth

Name/Signature

Company

August 10, 1985

Date

WILLIAM MOSS PROPERTIES, INC.

TURTLE CREEK CENTRE
2811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.

Warden Dilworth

Name/Signature

Graton School

Company

Aug. 2, 1985

Date

WILLIAM MOSS PROPERTIES, INC.

TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

RECEIVED

JUN 10 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.



Name/Signature

M. ROBERT GALLUP

Company

7/1/85

Date

WILLIAM MOSS PROPERTIES, INC.

TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

RECEIVED

JUN 10 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.



Name/Signature

George V. Zenker

Company

7/3/85

Date

WILLIAM MOSS PROPERTIES, INC.

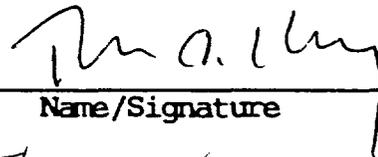
TURTLE CREEK CENTRE
2811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

RECEIVED

JUN 11 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.



Name/Signature

THOMAS KENNY

Company

7/8/85

Date

WILLIAM MOSS PROPERTIES, INC.

**TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419**

RECEIVED

JUN 10 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.

Richardson Dilworth, Jr.
Name/Signature

Company

7-3-85
Date

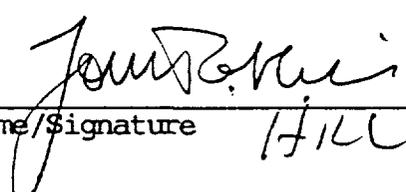
RICHARDSON DILWORTH, JR.
Apartment 910
2967 School House Lane
Philadelphia, Pa. 19144

WILLIAM MOSS PROPERTIES, INC.

**TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419**

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.


Name/Signature

HILL

Louis G. Hill

Company

7/4/85

Date

WILLIAM MOSS PROPERTIES, INC.

TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

RECEIVED

JUN 10 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.

Will D Bishop

Name/Signature

Debona D Bishop

Company

1/1/85

Date

WILLIAM MOSS PROPERTIES, INC.

TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

RECEIVED

JUN 10 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.

Patricia D. Lees
Name/Signature

Company

6/4/85
Date

WILLIAM MOSS PROPERTIES, INC.

TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

RECEIVED

JUN 10 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.

Lenis Paul, account

Name/Signature

RAYMOND E. PAUL

Company

July 2, 1985

Date

WILLIAM MOSS PROPERTIES, INC.

TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

RECEIVED

JUN 10 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.



Name/Signature

Henry Necarsulmer

55 Water Street - 44th Floor
New York, N. Y. 10041

~~COMPANY~~

July 3, 1985

Date

WILLIAM MOSS PROPERTIES, INC.

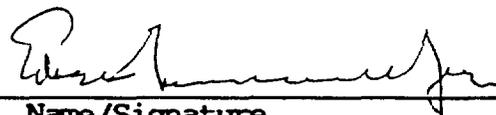
TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

RECEIVED

JUN 10 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.



Name/Signature

Ed Necansulmer

Company

Date

July 3 / 85

WILLIAM MOSS PROPERTIES, INC.

TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

RECEIVED

JUN 10 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.

Sam Proten

Name/Signature

*by Judy Gardner
per his telephone request*

7/8/85 @ 9:00am

Company

SAM Proten

7-8-85

Date

WILLIAM MOSS PROPERTIES, INC.

TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

RECEIVED

JUN 10 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.

David T. Schiff

Name/Signature

DAVID T. SCHIFF

Company

1 July '85

Date

WILLIAM MOSS PROPERTIES, INC.

TURTLE CREEK CENTRE
3811 TURTLE CREEK BOULEVARD, SUITE 700
DALLAS, TEXAS 75219-4419

RECEIVED

JUN 10 1985

PARKWAY WEST UNIT

We (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico, and have no objection to a change in operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.

*Please note present
Address is:*

H C Warren

Name/Signature

**H. C. WARREN
% ABSOLUTE VENTURES, INC.
420 GREENBAY RD., SUITE 203
KENILWORTH, ILLINOIS 60043**

Individual

Company

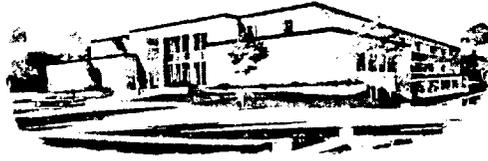
1 July 1985

Date

State of New Mexico



JIM BACA
COMMISSIONER



Commissioner of Public Lands

September 9, 1985

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148
Express Mail Delivery Uses
310 Old Santa Fe Trail
Santa Fe, New Mexico 87501

Entex Energy Operating, Ltd.
P. O. Box 2628
Houston, Texas 77252-2628

Re: Parkway West Unit
Eddy County, New Mexico
Change of designated Unit Operator

ATTENTION: Mr. W. C. Bagby

Gentlemen:

This office is in receipt of your letter of August 28, 1985, wherein you have advised this office of the change of designated Unit Operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd.

The Commissioner of Public Lands has this date approved the Designation of Entex Energy Operating, Ltd., as the designated Unit Operator of the Parkway West Unit, effective October 1, 1985. Our approval is subject to like approval by the New Mexico Oil Conservation Division.

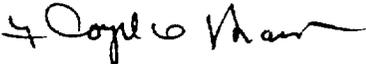
Enclosed is an approved copy for your files.

Also, upon reviewing your agreement we find that you have not submitted a Plan of Development for 1985. Please submit your 1985 Plan of Development to this office for approval.

If we may be of further help please do not hesitate to call on us.

Very truly yours,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY: 
FLOYD O. PRANDO, Assistant Director
Oil and Gas Division
AC 505/827-5744

JB/FOP/pm
encls.

cc: OCD-Santa Fe, New Mexico

Entex Energy Operating Ltd.

August 28, 1985

New Mexico Energy and Mineral Department
Oil Conservation Division
P. O. Box 2088
Santa Fe, New Mexico 87501

Mr. Ray Graham
State Land Office
P. O. Box 1148
Santa Fe, New Mexico 87501

Subject: Parkway West Unit
Eddy County, New Mexico
Sections 20, 21, 22, 27, 28 & 29
Township 19 South, Range 29 East, N.M. P.M.
CHANGE OF DESIGNATED UNIT OPERATOR

Gentlemen:

Enclosed is a copy of the Assignment, Bill of Sale and Conveyance dated April 1, 1985, from William Moss Properties, Inc., et al, to Entex Energy Operating Ltd.

The Parkway West Unit is operated pursuant to the terms of the Unit Operating Agreement dated July 17, 1972, by and among the Petroleum Corporation, as Unit Operator, and Atlantic Richfield Company, et al, as Non-Operators.

For your reference the Unit Agreement dated July 17, 1972, was approved by the Oil Conservation Commission of the State of New Mexico effective as of October 26, 1972, Order No. R-4386 in case 4801 dated September 6, 1972.

The current Unit Operator of the Parkway West Unit is William Moss Properties, Inc.

As required by Section 5 of the Unit Agreement and by Section 19 of the Unit Operating Agreement, all the Working Interest Owners have been notified, in writing, of the proposed change of designated Unit Operator from William Moss Properties, Inc. to Entex Energy Operating, Ltd. The majority in interest of the Working Interest Owners have consented to the change. We enclose herewith xerox copies of the notifications to the Working Interest Owners and evidence of their consents.

August 28, 1985
New Mexico Energy and Mineral Department
Page 2

Entex Energy Operating, Ltd., as Unit Operator agrees to carry out all duties and responsibilities of the Unit Agreement and the Unit Operating Agreement, effective with its assumption of these responsibilities on October 1, 1985.

We hereby request your approval of this change and that you evidence your approval by signing and returning one copy of this letter.

Please contact the undersigned if you have questions or need additional information.

Entex Energy Operating, Ltd.
by: Entex Petroleum, Inc., General Partner

W. C. Bagby

W. C. Bagby
Vice President, Acquisitions and Land

SGA/rc

cc: William Moss Properties, Inc.
Turtle Creek Centre, Suite 700
3811 Turtle Creek Blvd.
Dallas, Texas 75219

Approved 9/9/85
Jim Baca
TENTATIVE COPY OF ENTIRE MAIL

State of New Mexico

#4801



JIM BACA
COMMISSIONER

Commissioner of Public Lands

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148
Express Mail Delivery Used
310 Old Santa Fe Trail
Santa Fe, New Mexico 87501

July 11, 1984

William Moss Properties, Inc.
One Lee Park West
3303 Lee Parkway
Dallas, Texas 75219

Re: Change of Designated Unit Operator
Parkway West Unit Agreement
Eddy County, New Mexico

ATTENTION: Mr. Leo Patterson, Jr.,

Gentlemen:

The Commissioner of Public Lands has this date approved the resignation of The Petroleum Corporation of Delaware, as Unit Operator of the Parkway West Unit, and the designation and acceptance of William Moss Properties, Inc. as successor Unit Operator.

The resignation of The Petroleum Corporation of Delaware is effective January 1, 1984 being the date William Moss Properties, Inc. was designated Unit Operator of the Parkway West Unit.

Enclosed is an approved copy for your files. Please advise all interested parties of this action.

Upon reviewing your agreement we find that you have not submitted a Plan of Development for 1984. You are hereby requested to submit a Plan of Development as per Article 9 of said agreement within 30 days from receipt of this letter or this agreement will be terminated.

If we may be of futher help please do not hesitate to call on us.

Very truly yours,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY:
RAY D. GRAHAM, Director
Oil and Gas Division
AC 505/827-5744

JB/RDG/pm
encls.

cc: OCD-Santa Fe, New Mexico



STATE OF NEW MEXICO
ENERGY AND MINERALS DEPARTMENT
OIL CONSERVATION DIVISION

TONEY ANAYA
GOVERNOR

POST OFFICE BOX 2088
STATE LAND OFFICE BUILDING
SANTA FE, NEW MEXICO 87501
(505) 827-5800

July 11, 1984

William Moss Properties, Inc.
One Lee Park West
3303 Lee Parkway
Dallas, Texas 75219

Attention: Leo Patterson, Jr.

Re: Change of Designated
Unit Operator
Parkway West Unit
Eddy County, NM

Dear Mr. Patterson:

The above referenced submittal has been approved by the New Mexico Oil Conservation Division effective this date. Such approval is contingent upon like approval by the New Mexico Commissioner of Public Lands and the Bureau of Land Management.

Sincerely,

A handwritten signature in cursive script, appearing to read "Roy E. Johnson", with a long horizontal flourish extending to the right.

ROY E. JOHNSON
Petroleum Geologist

REJ/dp

cc: Commissioner of Public Lands - Santa Fe
Bureau of Land Management - Albuquerque
OCD District Office - Artesia

WILLIAM MOSS PROPERTIES, INC.

ONE LEE PARK WEST
3303 LEE PARKWAY
DALLAS, TEXAS 75219

#4801

June 22, 1984

Mr: Ray Graham
State Land Office
P. O. Box 1148
Santa Fe, New Mexico 87501

New Mexico Energy and Mineral /
Department
Oil Conservation Division
P. O. Box 2088
Santa Fe, New Mexico 87501

Re: Change of Designated Unit Operator
Parkway West Unit
Eddy County, New Mexico

Gentlemen:

Reference is hereby made to that certain Unit Agreement dated as of July 17, 1972 by and among The Petroleum Corporation, as Unit Operator and Working Interest Owner, and Atlantic Richfield Company, et al., as Other Working Interest Owners (the "Unit Agreement").

Reference is also hereby made to Order No. R-4386 in Case No. 4801 before the Oil Conservation Commission of the State of New Mexico (the "Conservation Commission") dated September 6, 1972, wherein the Conservation Commission approved the Unit Agreement insofar as same covers and affects 3,840 acres of land in Eddy County, New Mexico, more particularly described as follows:

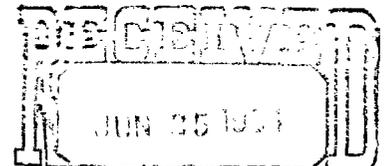
Township 19 South, Range 29 East, N.M. P.M.

All of Sections 20, 21, 22, 27, 28 and 29

The Unit Agreement was approved by the Commissioner of Public Lands of the State of New Mexico (the "Land Commissioner"), effective as of October 26, 1972.

The unit created by the Unit Agreement, as approved by the Conservation Commission and the Land Commissioner, is known as the "Parkway West Unit".

The Parkway West Unit is operated pursuant to the terms of that certain Operating Agreement dated July 17, 1972, by and among The Petroleum Corporation, as Unit Operator, and Atlantic Richfield Company, et al., as Non-Operators (the "Unit Operating Agreement"). The Petroleum Corporation is also known as, and sometimes does business as, "The Petroleum Corporation of Delaware".



OIL CONSERVATION DIVISION
SANTA FE

Mr. Roy Graham and
New Mexico Energy and Mineral
Department
June 22, 1984
Page Two

It is the desire of the majority in interest of the Working Interest Owners of the Parkway West Unit to designate William Moss Properties, Inc. as the Unit Operator of the Parkway West Unit. The majority in interest of the Working Interest Owners in the unit have, as required by Section 5 of the Unit Agreement and Section 19 of the Unit Operating Agreement, consented to the designation of William Moss Properties, Inc., as the substituted Unit Operator. All Working Interest Owners have been notified of the proposed change of designated Unit Operator. No Working Interest Owner has objected to the change of the Unit Operator.

In order to document the consent of the Working Interest Owners of the Parkway West Unit to this change in the designated Unit Operator, we enclose herewith photocopies of our letter to the Working Interest Owners requesting their consent to the change in the Unit Operator, and letters or ballots evidencing such consent by the majority in interest of the Working Interest Owners. We represent that these photocopies are true copies of the original executed counterparts in our possession.

William Moss Properties, Inc. hereby agrees to carry out all duties and responsibilities of the Unit Operator under the Unit Agreement and Unit Operating Agreement, effective as of January 1, 1984.

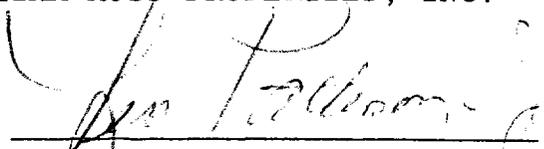
Accordingly, we hereby request that you adjust your records to reflect that, effective as of January 1, 1984, William Moss Properties, Inc. is the designated Unit Operator of the Parkway West Unit located in Eddy County, New Mexico.

We would appreciate receiving at your earliest convenience evidence of your approval of this change.

If any further information is needed, please contact our attorneys, Stuart Johnston and Associates, 3303 Lee Parkway, Suite 305, Dallas, Texas 75219, attention: Steven P. Williams

Very truly yours,

WILLIAM MOSS' PROPERTIES, INC.

By: 

Leo Patterson, Jr.,
President

LPjr/jc

Enclosures

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

Larry C. Shannon
Senior Vice President
Operations

December 27, 1983

TO THE FORMER PARTNERS OF PETCO 1972 JOINT VENTURE
PARKWAY WEST UNIT
EDDY COUNTY, NEW MEXICO

Gentlemen:

The Petroleum Corporation of Delaware has been the operator of the Parkway West Unit since its inception in 1972. To date, we have drilled ten wells within this six section unit and currently produce all but two of these wells.

It is now the desire of The Petroleum Corporation of Delaware to transfer operations of this unit to another entity. We would like to transfer the operations to William Moss Properties, Inc. located at the same address as The Petroleum Corporation of Delaware. If you have no objections to our preparing a Change of Operator in accordance with our Joint Operating Agreement, please sign and return one ballot to our Dallas office. If you have not replied within ten (10) working days, we will assume you concur with this change in operator.

Very truly yours,

Larry C. Shannon

Enclosure

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.

Paul L. Bruce

Name/Signature

Paul L. Bruce
Agent & Attorney-in-Fact
PENNZOIL COMPANY

Company

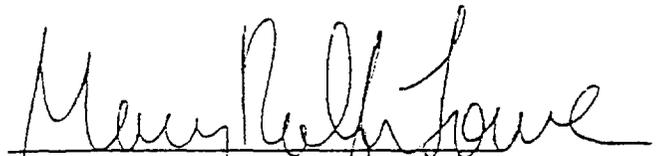
November 29, 1983

Date

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.



Name/Signature
Mary Ralph Lowe, President and CEO

M. RALPH LOWE, INC.

Company

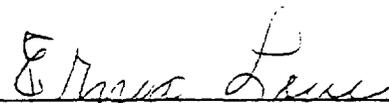
November 17, 1983

Date

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.

X 

Name/Signature
ERMA LOWE

Company

Novmeber 17, 1983

Date

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.



Name/Signature
Morris Cannan, President

MARALO, INC.

Company

November 17, 1983

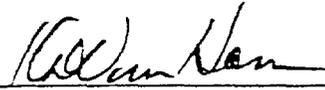
Date

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

RECEIVED
NOV 22 1983
THE PETROLEUM CORPORATION
OF DELAWARE

We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.



Name/Signature

Cities Service Oil & Gas Corp.

Company

11/22/83

Date

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.

MC Boyd

Name/Signature

SUN EXPLORATION AND PRODUCTION COMPANY

Company

Nov. 22, 1983

Date

RECEIVED

NOV 21 1983

THE PETROLEUM CORP.
OF DELAWARE



SABINE PRODUCTION COMPANY
Suite 210 Paragon Tower Midland, Texas (915) 683-5607

Mailing Address:
P.O. Box 3083
Midland, Texas 79702

November 23, 1983

Mr. Larry C. Shannon
The Petroleum Corporation of Delaware
3303 Lee Parkway
Dallas, Texas 75219

Re: Parkway West Unit
Eddy County, New Mexico
L/C 2387

Dear Mr. Shannon:

Reference is made to your letter dated November 10, 1983, whereby you requested that Sabine Production Company (Sabine) approve the change of operator on the above-referenced unit. Enclosed you will find an executed ballot by Sabine to that effect. This approval by Sabine is conditional only upon the approval by every working interest owner in the Parkway West Unit.

Please advise this office as to the status of the change of operator from Petroleum Corporation of Delaware to William Moss Properties, Inc. Also, please advise this office of the effective date of the change once you have received notification from every working interest owner. This information will be necessary to help us make the proper changes in our records.

If you have any questions concerning this matter, please advise.

Yours very truly,

Robert W. Floyd
Landman

/cs
Encl.

cc: Allan Stinnett

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.

David A. Feller

Name/Signature

SABINE PRODUCTION COMPANY

Company

11/22/03

Date

BASS ENTERPRISES PRODUCTION CO.

FIRST CITY BANK TOWER

201 MAIN ST.

FORT WORTH, TEXAS 76102

817/390-8400

November 22, 1983

The Petroleum Corporation of Delaware
3303 Lee Parkway
Dallas, Texas 75219

Attn: Mr. Larry C. Shannon
Senior Vice President of Operations

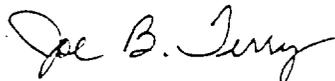
Re: Parkway West Unit
Parkway, West Field
Eddy County, New Mexico

Gentlemen:

Pursuant to your letter dated November 10, 1983, please find enclosed one copy of your letter ballot to transfer operations of the subject unit to William Moss Properties, Inc.

Mr. Frank J. Millet, Vice President and Manager of Production for Bass Enterprises Production Co. has granted approval to transfer operations of this unit for Perry R. Bass, Trustee.

Yours very truly,



Joe B. Terry
Staff Reservoir Engineer

/gd
Encl.

xc: 800-FF
POO

Union Texas
Petroleum

Southwestern Division
1300 Wilco Building
Midland, Texas 79701
(915) 684-0600

November 28, 1983

The Petroleum Corporation of Delaware
3303 Lee Parkway
Dallas, Texas 75219

Attention: Mr. Larry C. Shannon

RE: Parkway West Unit
Eddy County, New Mexico

Gentlemen:

We have no objection to your transferring operations of the subject unit to William Moss Properties, Inc., as proposed in your letter of November 10, 1983.

Our ballot is enclosed.

Very truly yours,

UNION TEXAS PETROLEUM CORPORATION


Michael D. Murphy
Landman

MDM:hr

enclosure

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.

Harry E. Davis

Name/Signature

UNION TEXAS PETROLEUM CORP.

Company

11/23/83

Date

Union Oil and Gas Division: Central Region

Union Oil Company of California
500 North Marienfeld, Midland, Texas 79701
P.O. Box 671, Midland, Texas 79702
Telephone (915) 682-9731



Robert V. Lockhart
District Land Manager
Midland District

December 2, 1983

The Petroleum Corporation of Delaware
3303 Lee Parkway
Dallas, Texas 75219

Attn: Larry C. Shannon

Gentlemen:

CR-2-738/The Petroleum Corporation of
Delaware
Parkway West Unit
TX Prospect (7427)
Eddy County, New Mexico

As requested in your letter of November 10, 1983, we have enclosed an executed ballot signifying Union's approval of the change in Operator of the captioned unit from The Petroleum Corporation of Delaware to William Moss Properties, Inc.

Please advise the undersigned in writing of the date this change is to become effective.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

A handwritten signature in cursive script that reads "Robert C. Gnagy".

Robert C. Gnagy
Landman

RCG:11j

RECEIVED

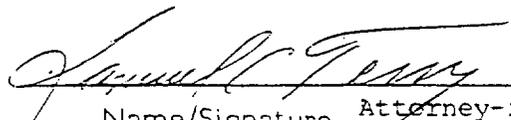
DEC 7 1983

UNION OIL COMPANY OF CALIFORNIA

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.

 
Name/Signature Attorney-in-Fact

UNION OIL COMPANY OF CALIFORNIA
Company

November 29, 1983

Date

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

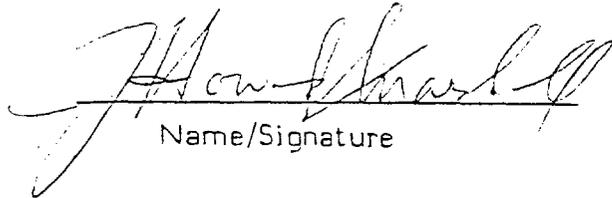
RECEIVED

NOV 16 1983

PARKWAY WEST UNIT

THE PETROLEUM CORP.
OF DELAWARE

We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.


Name/Signature

J HOWARD MARSHALL
Company

11-16-83
Date

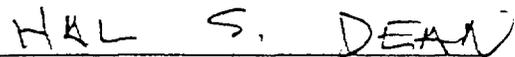
THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

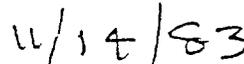
We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.



Name/Signature



Company



Date

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.



Name/Signature

The Superior Oil Company

Company

February 28, 1984

Date

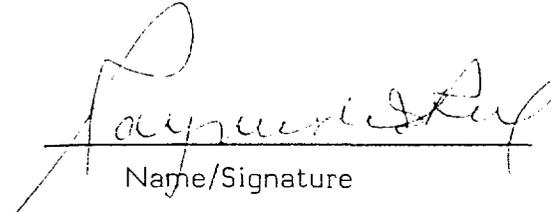
37 2/28/84

cc: T. W. Cooley, Jr.
J. B. Huckabay
A. R. Fontenot

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

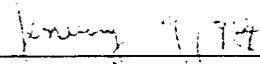
PARKWAY WEST UNIT

We, (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.



Name/Signature

Company



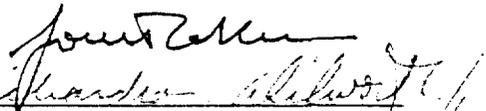
Date

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.

ESTATE OF ANN K. DILWORTH, DECEASED

By: 
Name/Signature Executors

Company

1/6/84

Date

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.

Richard A. Smith

Name/Signature

Executor
Co-Trustee Estate of

Company

Aug 6 1983

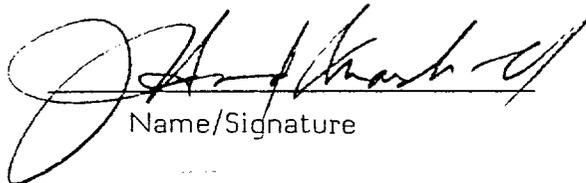
Date

12/30/83

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.


Name/Signature

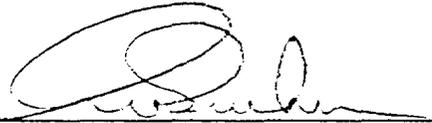
Company

Dec 30, 1983
Date

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

PARKWAY WEST UNIT

We, (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.



Name/Signature

Company

10/22

Date

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

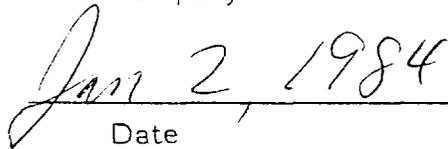
PARKWAY WEST UNIT

We, (I), the undersigned, own a working interest in the Parkway West Unit in Eddy County, New Mexico and have no objection to a change in operator, from The Petroleum Corporation of Delaware to William Moss Properties, Inc.



Name/Signature

Company



Date

STEEL & PERSAMPIRE

Certified Public Accountants

370 LEXINGTON AVENUE

NEW YORK, N. Y. 10017

January 14, 1984

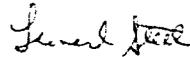
Mr. Larry C. Shannon
c/o The Petroleum Corporation Of
Delaware
3303 Lee Parkway
Dallas, TX. 75219

RE: Parkway West Unit, Eddy County, New Mexico

Dear Mr. Shannon:

Enclosed is an executed copy of the above mentioned property signed by Raymonde I. Paul, Executrix, of the Estate of Capton M. Paul, in reference to the change of operator.

Very truly yours,



Leonard Steel

sj

Enclosures

cc: Randy L. Levine
Raleigh S. Usry

THE PETROLEUM CORPORATION
OF DELAWARE
3303 Lee Parkway
DALLAS, TEXAS 75219

Larry C. Shannon
Senior Vice President
Operations

December 27, 1983

TO THE FORMER PARTNERS OF PETCO 1972 JOINT VENTURE
PARKWAY WEST UNIT
EDDY COUNTY, NEW MEXICO

Gentlemen:

The Petroleum Corporation of Delaware has been the operator of the Parkway West Unit since its inception in 1972. To date, we have drilled ten wells within this six section unit and currently produce all but two of these wells.

It is now the desire of The Petroleum Corporation of Delaware to transfer operations of this unit to another entity. We would like to transfer the operations to William Moss Properties, Inc. located at the same address as The Petroleum Corporation of Delaware. If you have no objections to our preparing a Change of Operator in accordance with our Joint Operating Agreement, please sign and return one ballot to our Dallas office. If you have not replied within ten (10) working days, we will assume you concur with this change in operator.

Very truly yours,


Larry C. Shannon

Enclosure

ARCO Oil and Gas Company
Permian District
Post Office Box 1610
Midland, Texas 79702
Telephone 915 684 0130
Curt Krehbiel
District Land Manager

*Received
General Services
2/21/84*



May 21, 1984

Mr. Larry C. Shannon
The Petroleum Corporation of Delaware
3303 Lee Parkway
Dallas, Texas 75219

RE: Parkway West Unit
Eddy County, New Mexico
AR-49825
HD-416

Gentlemen:

As requested in your letter of November 10, 1983, both Atlantic Richfield Company and Hondo Oil & Gas Company approve the transfer of operations of the Parkway West Unit from The Petroleum Corporation of Delaware to William Moss Properties, Inc. Please provide the undersigned with copies of all conveyances, assignments and change of operator forms which have been or may be executed to complete the transfer.

Also, please make certain that William Moss Properties, Inc. complies with Paragraph 12 of the Joint Operating Agreement which requires monthly payout statements on all non-consent wells.

Very truly yours,

Allen G. Harvey
ALLEN G. HARVEY

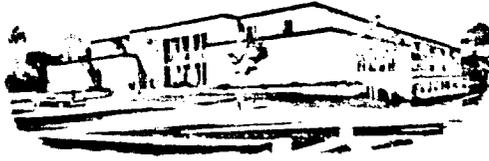
AGH:bk

RECEIVED

MAY 23 1984

THE PETROLEUM CORP.
OF DELAWARE

State of New Mexico



Commissioner of Public Lands

January 27, 1982

ALEX J. ARMIJO
COMMISSIONER

P. O. BOX 1148
SANTA FE, NEW MEXICO 87501

The Petroleum Corporation
3303 Lee Parkway
Dallas, Texas 75219

Re: Parkway West Unit
1981 Plan of Development
Eddy County, New Mexico

4701

ATTENTION: Mr. Larry C. Shannon

Gentlemen:

The Commissioner of Public Lands has this date approved your 1981 Plan of Development. Such plan proposes the drilling of one well in the S/2 of Section 29 and one well in the N/2 of Section 21 Township 19 South, Range 29 East.

Enclosed is one approved copy for your files. Please remit a Three (\$3.00) Dollar filing fee.

Very truly yours,

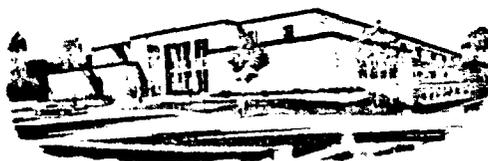
ALEX J. ARMIJO
COMMISSIONER OF PUBLIC LANDS

BY:
RAY D. GRAHAM, Director
Oil and Gas Division
AC 505/827-2748

AJA/RDG/pm
encls.
cc:

OCD-Santa Fe, New Mexico

State of New Mexico



Commissioner of Public Lands

February 11, 1982

P. O. BOX 1148
SANTA FE, NEW MEXICO 87501



ALEX J. ARMIJO
COMMISSIONER

The Petroleum Corporation
3303 Lee Parkway
Dallas, Texas 75219

Re: Parkway West Unit
Eddy County, New Mexico
1982 Plan of Development

4801

ATTENTION: Mr. Larry C. Shannon

Gentlemen:

The Commissioner of Public Lands has this date approved your 1982 Plan of Development. Such plan calls for the completion of the Unit Well Nos. 3, 9 and 10. After production is observed from these wells for six to nine months a descision will be reached to drill additional wells in sections 27 and 28.

Enclosed is one approved copy for your files. Please remit a Three (\$3.00) Dollar filing fee.

Very truly yours,

ALEX J. ARMIJO
COMMISSIONER OF PUBLIC LANDS

BY:
RAY D. GRAHAM, Director
Oil and Gas Division
AC 505/827-2748

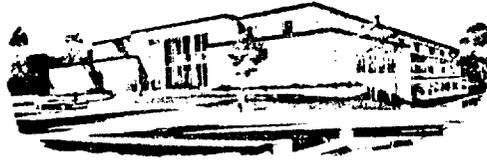
AJA/RDG/pm
encls.

cc: OCD-Santa Fe, New Mexico

State of New Mexico



ALEX J. ARMIJO
COMMISSIONER



Commissioner of Public Lands

July 17, 1981

P. O. BOX 1148
SANTA FE, NEW MEXICO 87501

The Petroleum Corporation
3303 Lee Parkway
Dallas, Texas 75219

480/
Re: Status Report and Tentative Development Plans
for the Parkway West Unit, Eddy County, New
Mexico

ATTENTION: Mr. Larry C. Shannon

Gentlemen:

The Commissioner of Public Lands has approved your 1980 Plan of Development for the Parkway West Unit, Eddy County, New Mexico. Your plans are to produce your current wells and study the impact of the potash problems.

Enclosed is one approved copy for your files. Please remit a three (\$3.00) Dollar filing fee.

Your 1981 Plan of Development is currently under study by this office and will have a decision in the near future.

Very truly yours,

ALEX J. ARMIJO
COMMISSIONER OF PUBLIC LANDS

BY:
RAY D. GRAHAM, Director
Oil and Gas Division
AC 505-827-2748

AJA/RDG/s
encl.
cc:

OCD-Santa Fe, New Mexico

State of New Mexico



Commissioner of Public Lands

February 23, 1979

ALEX J. ARMIJO
COMMISSIONER

P. O. Box 1148
SANTA FE, NEW MEXICO

The Petroleum Corporation
3303 Lee Parkway
Dallas, Texas 75219

No. 4801

Re: Status Report and Tentative
Development Plans for the Year
1979, Parkway West Unit
Eddy County, New Mexico

ATTENTION: Mr. Larry C. Shannon

Gentlemen:

The Commissioner of Public Lands has this date approved your Plan of Development for the year 1979, for the Parkway West Unit, Eddy County, New Mexico. Your tentative development plans are to drill wells No. 6 and 7, depending upon results of wells currently being drilled outside the Parkway West Unit area, also, reworking operations on well # 1.

Enclosed is one approved copy for your files.

In the future please submit three copies of the plan to this office. Please remit a Three (\$3.00) Dollar filing fee.

Very truly yours,

ALEX J. ARMIJO
COMMISSIONER OF PUBLIC LANDS

BY:
RAY D. GRAHAM, Director
Oil and Gas Division

AJA/RDG/s
encl.
cc:

OCD-Santa Fe, New Mexico ✓



PHIL R. LUCERO
COMMISSIONER

State of New Mexico

7 1975

TELEPHONE
505-827-2748



4801

Commissioner of Public Lands
August 25, 1975

P. O. BOX 1148
SANTA FE, NEW MEXICO 87501

The Petroleum Corporation
of Delaware
3303 Lee Parkway
Dallas, Texas 75219

Re: Status Report & Tentative Development Plans
for the Parkway West Unit, Eddy County,
New Mexico

ATTENTION: Mr. Robert H. Vick

Gentlemen:

We are in receipt of your third report on the status of the development of the unit area and the development contemplated on the Parkway West Unit, as required under Paragraph 9 of the unit agreement.

The Commissioner of Public Lands accepts the development contemplated of additional wells which are currently under study. You state that two or three additional wells are now being considered. The first location most likely to be in the SE/4 of Section 20, Township 19 South, Range 29 East.

Any changes in your present plans must be reported to the Commissioner immediately. This plan covers the period from September 1975 to September 1976.

Very truly yours,

PHIL R. LUCERO
COMMISSIONER OF PUBLIC LANDS

BY:
RAY D. GRAHAM, Director
Oil and Gas Division

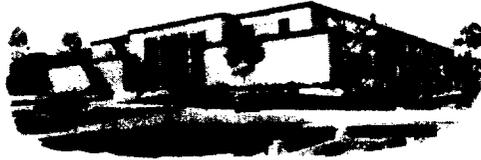
PRL/RDG/s
cc:

OCC-Santa Fe, New Mexico

State of New Mexico

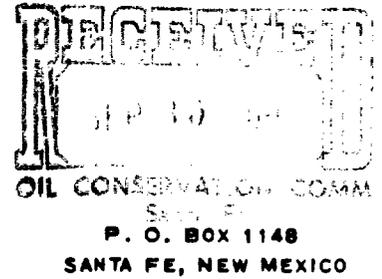
4801

TELEPHONE
505-827-2748



Commissioner of Public Lands

September 27, 1974



ALEX J. ARMIJO
COMMISSIONER

The Petroleum Corporation
of Delaware
3303 Lee Parkway
Dallas, Texas 75219

Re: Status Report & Tentative Development
Plans for the Parkway West Unit, Eddy
County, New Mexico

ATTENTION: Mr. Larry C. Shannon

Gentlemen:

We are in receipt of your second report on the status of the development of the unit area and the development contemplated from September 1974 to September 1975, on the Parkway West Unit, as required under Paragraph 9 of the unit agreement.

The Commissioner of Public Lands accepts the development contemplated of completing your well No. 2 and probably start your next development well in the SE/4 of Section 20, Township 19 South, Range 29 East.

We are retaining the one copy for our files.

Very truly yours,

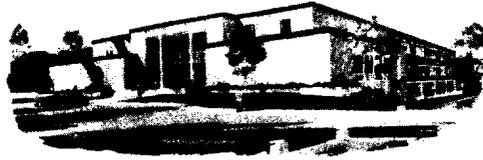
RAY D. GRAHAM, Director
Oil and Gas Department

AJA/RDG/s

cc: OCC-Santa Fe, New Mexico ✓

4801
State of New Mexico

TELEPHONE
505-827-2748



Commissioner of Public Lands

October 26, 1972

ALEX J. ARMIJO
COMMISSIONER

P. O. BOX 1148
SANTA FE, NEW MEXICO

Mr. E. B. White, Jr.
P. O. Box 1026
Midland, Texas 79701

Re: Petroleum Corporation-
Parkway West Unit
Eddy County, New Mexico

Dear Mr. White:

The Commissioner of Public Lands has this date approved The Petroleum Corporation's Parkway West Unit Agreement, Eddy County, New Mexico. The effective date to be as of October 26, 1972.

Enclosed are five (5) Certificates of Approval.

Your Sixty (\$60.00) Dollar filing fee has been received.

Very truly yours,

RAY D. GRAHAM, Director
Oil and Gas Department

AJA/RDG/s
encls.

cc: New Mexico Oil Conservation Commission ✓
Santa Fe, New Mexico



OIL CONSERVATION COMMISSION

STATE OF NEW MEXICO
P. O. BOX 2088 - SANTA FE
87501

GOVERNOR
BRUCE KING
CHAIRMAN

LAND COMMISSIONER
ALEX J. ARMIJO
MEMBER

STATE GEOLOGIST
A. L. PORTER, JR.
SECRETARY - DIRECTOR

September 6, 1972

Mr. Clarence Hinkle
Hinkle, Bondurant, Cox & Eaton
Attorneys at Law
Post Office Box 10
Roswell, New Mexico 88201

Re: Case No. 4801

Order No. R-4386

Applicant:

The Petroleum Corporation

Dear Sir:

Enclosed herewith are two copies of the above-referenced Commission order recently entered in the subject case.

Very truly yours,

A. L. PORTER, Jr.
Secretary-Director

ALP/ir

Copy of order also sent to:

Hobbs OCC x

Artesia OCC x

Aztec OCC

Other Unit Division - State Land Office

LAW OFFICES

HINKLE, BONDURANT, COX & EATON

TELEPHONE (505) 622-6510

CLARENCE E. HINKLE
W. E. BONDURANT, JR.
LEWIS C. COX, JR.
PAUL W. EATON, JR.
CONRAD E. COFFIELD
HAROLD L. HENSLEY, JR.
STUART D. SHANOR
C. D. MARTIN
PAUL J. KELLY, JR.
J. M. LITTLE

600 HINKLE BUILDING

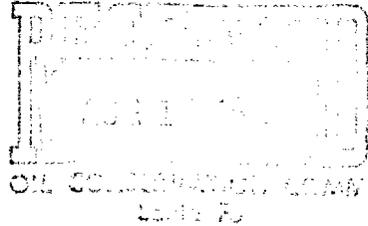
POST OFFICE BOX 10

ROSWELL, NEW MEXICO 86201

MIDLAND, TEXAS OFFICE
521 MIDLAND TOWER
(915) 683-4691

August 10, 1972

Case 4801



Oil Conservation Commission
Box 2088
Santa Fe, New Mexico 87501

Gentlemen:

We enclose herewith in triplicate application of The Petroleum Corporation for approval of the Parkway West Unit Agreement in Eddy County.

It is our understanding that Mr. Conrad Coffield of our Midland office arranged with you to have this matter included on the examiner's docket for August 23.

Yours very truly,

HINKLE, BONDURANT, COX & EATON

By *Clarence E. Hinkle*

CEH:cs
Enc.