

H. L. BROWN, JR.
300 WEST LOUISIANA
POST OFFICE BOX 2237
MIDLAND, TEXAS 79702
915 683-5216

August 1, 1985

State of New Mexico
Energy & Minerals Dept.
P. O. Box 2088
Santa Fe, New Mexico 87501

Re: Commingling of Production
Bluitt (Wolfcamp) Field
Roosevelt County, New Mexico

Dear Sir:

Enclosed please find copies of approval of all Royalty Interest Owners regarding the above-referenced subject. Approvals have been received from a majority of the Working Interest Owners. Those who have not yet approved have been notified and copies of the notification receipts are also enclosed.

If you have any further questions, please do not hesitate to call.

Yours truly,



Jean Mills
Production Clerk

JM:ps

Enclosures

RATIFICATION OF
GAS PURCHASE CONTRACT

Reference is made to that certain Gas Processing Agreement dated February 27, 1985, by and between H. L. Brown, Jr., ("Brown"), as Seller, and Cities Service, as Buyer, covering the interest owned and/or controlled by Brown in the gas produced from certain oil and gas leases in the Bluit Field Area, Roosevelt County, New Mexico, as identified and described in Exhibit "A" and "B", attached thereto (the "Subject Leases").

WHEREAS, MGF DRILLING CO., INC. owns an interest in the gas produced from the Subject Leases; and desires to sell such interest in said gas pursuant to, in accordance with, and on the same terms, provisions and conditions as contained in, the Gas Processing Agreement.

Accordingly, MGF DRILLING CO., INC., as a Seller, and in consideration of the covenants and obligations of Cities Service and Brown, in, under and by virtue of the Gas Processing Agreement, hereby ratifies, confirms and adopts the Gas Processing Agreement and hereby agrees to sell his, her or its interest in the gas produced from the Subject Leases to Cities for the purchase price provided in, and subject to and in accordance with the terms, provisions and conditions of the Gas Processing Agreement, just as though and for all intents and purposes as if MGF DRILLING CO., INC. had executed and delivered the Gas Processing Agreement as a Seller.

MGF DRILLING CO., INC. hereby designates Brown as Seller's Representative hereunder to give and receive all notices; to make and witness any tests to be made of the gas and measuring equipment and adjustments to such equipment; to receive statements for gas delivered or to be paid hereunder; to receive and receipt for payments made or to be made; to give and receive changes on quantities of gas to be delivered; to furnish Buyer allocations upon which Buyer may make any and all payments due Seller and MGF DRILLING CO., INC. and to adjust any mechanical difference that may arise between Buyer and Seller with respect to measurements, billings and payments made or to be made, the allowance of credits and any undercharge or overcharge with respect to such difference.

Any notice, request, demand, statement or payment provided for in

the Gas Processing Agreement shall be sent to the post office address of Brown as MGF DRILLING CO., INC.'s Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this 7th day of May, 1985.

WITNESS:

H. L. BROWN, JR.

By: _____

WITNESS:

ACCEPTED AND AGREED TO,

MGF DRILLING CO., INC.

By: X Edward A. [Signature]

RATIFICATION OF

GAS PURCHASE CONTRACT

Reference is made to that certain Gas Processing Agreement dated February 27, 1985, by and between H. L. Brown, Jr., ("Brown"), as Seller, and Cities Service, as Buyer, covering the interest owned and/or controlled by Brown in the gas produced from certain oil and gas leases in the Bluit Field Area, Roosevelt County, New Mexico, as identified and described in Exhibit "A" and "B", attached thereto (the "Subject Leases").

WHEREAS, A.M. & SEBERT L. PATE own an interest in the gas produced from the Subject Leases; and desires to sell such interest in said gas pursuant to, in accordance with, and on the same terms, provisions and conditions as contained in, the Gas Processing Agreement.

Accordingly, A.M. & SEBERT L. PATE as a Seller, and in consideration of the covenants and obligations of Cities Service and Brown, in, under and by virtue of the Gas Processing Agreement, hereby ratifies, confirms and adopts the Gas Processing Agreement and hereby agrees to sell his, her or its interest in the gas produced from the Subject Leases to Cities for the purchase price provided in, and subject to and in accordance with the terms, provisions and conditions of the Gas Processing Agreement, just as though and for all intents and purposes as if A.M. & SEBERT L. PATE had executed and delivered the Gas Processing Agreement as a Seller.

A.M. & SEBERT L. PATE hereby designate Brown as Seller's Representative hereunder to give and receive all notices; to make and witness any tests to be made of the gas and measuring equipment and adjustments to such equipment; to receive statements for gas delivered or to be paid hereunder; to receive and receipt for payments made or to be made; to give and receive changes on quantities of gas to be delivered; to furnish Buyer allocations upon which Buyer may make any and all payments due Seller and A.M. & SEBERT L. PATE and to adjust any mechanical difference that may arise between Buyer and Seller with respect to measurements, billings and payments made or to be made, the allowance of credits and any undercharge or overcharge with respect to such difference.

Any notice, request, demand, statement or payment provided for in

the Gas Processing Agreement shall be sent to the post office address of Brown as A.M. & SEBERT L. PATE's Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this _____ day of May, 1985.

WITNESS:

H. L. BROWN, JR.

By: _____

WITNESS:

ACCEPTED AND AGREED TO,

Bonnie Dooling

By: Sebert L. Pate

WITNESS:

ACCEPTED AND AGREED TO,

Bonnie Dooling

By: Sebert L. Pate

RATIFICATION OF
GAS PURCHASE CONTRACT

Reference is made to that certain Gas Processing Agreement dated February 27, 1985, by and between H. L. Brown, Jr., ("Brown"), as Seller, and Cities Service, as Buyer, covering the interest owned and/or controlled by Brown in the gas produced from certain oil and gas leases in the Bluit Field Area, Roosevelt County, New Mexico, as identified and described in Exhibit "A" and "B", attached thereto (the "Subject Leases").

WHEREAS, A. P. FULLER, owns an interest in the gas produced from the Subject Leases; and desires to sell such interest in said gas pursuant to, in accordance with, and on the same terms, provisions and conditions as contained in, the Gas Processing Agreement.

Accordingly, A. P. FULLER, as a Seller, and in consideration of the covenants and obligations of Cities Service and Brown, in, under and by virtue of the Gas Processing Agreement, hereby ratifies, confirms and adopts the Gas Processing Agreement and hereby agrees to sell his, her or its interest in the gas produced from the Subject Leases to Cities for the purchase price provided in, and subject to and in accordance with the terms, provisions and conditions of, the Gas Processing Agreement, just as though and for all intents and purposes as if A. P. FULLER had executed and delivered the Gas Processing Agreement as a Seller.

A. P. FULLER hereby designates Brown as Seller's Representative hereunder to give and receive all notices; to make and witness any tests to be made of the gas and measuring equipment and adjustments to such equipment; to receive statements for gas delivered or to be paid hereunder; to receive and receipt for payments made or to be made; to give and receive changes on quantities of gas to be delivered; to furnish Buyer allocations upon which Buyer may make any and all payments due Seller and A. P. FULLER and to adjust any mechanical difference that may arise between Buyer and Seller with respect to measurements, billings and payments made or to be made, the allowance of credits and any under charge or overcharge with respect to such difference.

Any notice, request, demand, statement or payment provided for in

CITIES SERVICE
CONTRACT.
TEMPORARY — TO
BE USED UNTIL
CONSTRUCTION
COMPLETE.

the Gas Processing Agreement shall be sent to the post office address of Brown as A. P. FULLER's Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this _____ day of May, 1985.

WITNESS:

H. L. BROWN, JR.

By: _____

WITNESS:

ACCEPTED AND AGREED TO,

By: *A. P. Fuller*

A. P. FULLER

RATIFICATION OF
GAS PURCHASE CONTRACT

Reference is made to that certain Gas Purchase Contract dated April 1, 1985, by and between H. L. Brown, Jr., ("Brown"), as Seller, and Transwestern Pipeline Company, as Buyer, covering the interest owned and/or controlled by Brown in the gas produced from certain oil and gas leases in the Bluit Field Area, Roosevelt County, New Mexico, as identified and described in Exhibit "A" and "B", attached thereto (the "Subject Leases").

WHEREAS, A. P. FULLER owns an interest in the gas produced from the Subject Leases; and desires to sell such interest in said gas pursuant to, in accordance with, and on the same terms, provisions and conditions as contained in, the Gas Purchase Contract.

Accordingly, A. P. FULLER, as a Seller, and in consideration of the covenants and obligations of Transwestern and Brown, in, under and by virtue of the Gas Purchase Contract, hereby ratifies, confirms and adopts the Gas Purchase Contract and hereby agrees to sell his, her or its interest in the gas produced from the Subject Leases to Transwestern for the purchase price provided in, and subject to and in accordance with the terms, provisions and conditions of the Gas Purchase Contract, just as though and for all intents and purposes as if A. P. FULLER had executed and delivered the Gas Purchase Contract as a Seller.

A. P. FULLER hereby designates Brown as Seller's Representative hereunder to give and receive all notices; to make and witness any tests to be made of the gas and measuring equipment and adjustments to such equipment; to receive statements for gas delivered or to be paid hereunder; to receive and receipt for payments made or to be made; to give and receive changes on quantities of gas to be delivered; to furnish Buyer allocations upon which Buyer may make any and all payments due Seller and A. P. FULLER and to adjust any mechanical difference that may arise between Buyer and Seller with respect to measurements, billings and payments made or to be made, the allowance of credits and any undercharge or overcharge with respect to such difference.

Any notice, request, demand, statement or payment provided for in

TRANSWESTERN
CONTRACT

the Gas Purchase Contract shall be sent to the post office address of Brown as A. P. FULLER's Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this _____ day of May, 1985.

WITNESS:

H. L. BROWN, JR.

By: _____

WITNESS:

ACCEPTED AND AGREED TO,

Anne Hinkley

By: *A. P. Fuller*

A. P. Fuller

RATIFICATION OF
GAS PURCHASE CONTRACT

Reference is made to that certain Gas Purchase Contract dated April 1, 1985, by and between H. L. Brown, Jr., ("Brown"), as Seller, and Transwestern Pipeline Company, as Buyer, covering the interest owned and/or controlled by Brown in the gas produced from certain oil and gas leases in the Bluitt Field Area, Roosevelt County, New Mexico, as identified and described in Exhibit "A" and "B", attached thereto (the "Subject Leases").

WHEREAS, R. H. FULTON, owns an interest in the gas produced from the Subject Leases; and desires to sell such interest in said gas pursuant to, in accordance with, and on the same terms, provisions and conditions as contained in, the Gas Purchase Contract.

Accordingly, R. H. FULTON, as a Seller, and in consideration of the covenants and obligations of Transwestern and Brown, in, under and by virtue of the Gas Purchase Contract, hereby ratifies, confirms and adopts the Gas Purchase Contract and hereby agrees to sell his, her or its interest in the gas produced from the Subject Leases to Transwestern for the purchase price provided in, and subject to and in accordance with the terms, provisions and conditions of, the Gas Purchase Contract, just as though and for all intents and purposes as if R. H. FULTON had executed and delivered the Gas Purchase Contract as a Seller.

R. H. FULTON hereby designates Brown as Seller's Representative hereunder to give and receive all notices; to make and witness any tests to be made of the gas and measuring equipment and adjustments to such equipment; to receive statements for gas delivered or to be paid hereunder; to receive and receipt for payments made or to be made; to give and receive changes on quantities of gas to be delivered; to furnish Buyer allocations upon which Buyer may make any and all payments due Seller and R. H. FULTON, and to adjust any mechanical difference that may arise between Buyer and Seller with respect to measurements, billings and payments made or to be made, the allowance of credits and any undercharge or overcharge with respect to such difference.

Any notice, request, demand, statement or payment provided for in

the Gas Purchase Contract shall be sent to the post office address of Brown as R. H. FULTON's Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this _____ day of May, 1985.

WITNESS:

H. L. BROWN, JR.

By: _____

WITNESS:

ACCEPTED AND AGREED TO,

By: *R. H. Fulton*
R. H. FULTON

By: *R. H. Fulton*

6/28/85

RATIFICATION OF
GAS PURCHASE CONTRACT

Reference is made to that certain Gas Purchase Contract dated April 1, 1985, by and between H. L. Brown, Jr., ("Brown"), as Seller, and Transwestern Pipeline Company, as Buyer, covering the interest owned and/or controlled by Brown in the gas produced from certain oil and gas leases in the Bluitt Field Area, Roosevelt County, New Mexico, as identified and described in Exhibit "A" and "B", attached thereto (the "Subject Leases").

WHEREAS, R. A. SEALE, Jr., R.H. SKINNER & J.T. TROTTER, Trustees of the R. E. Smith Trust, own an interest in the gas produced from the Subject Leases; and desires to sell such interest in said gas pursuant to, in accordance with, and on the same terms, provisions and conditions as contained in, the Gas Purchase Contract.

Accordingly, R. A. SEALE, JR., et. al., as a Seller, and in consideration of the covenants and obligations of Transwestern and Brown, in, under and by virtue of the Gas Purchase Contract, hereby ratifies, confirms and adopts the Gas Purchase Contract and hereby agrees to sell his, her or its interest in the gas produced from the Subject Leases to Transwestern for the purchase price provided in, and subject to and in accordance with the terms, provisions and conditions of the Gas Purchase Contract, just as though and for all intents and purposes as if R. A. SEALE, JR., et. al. had executed and delivered the Gas Purchase Contract as a Seller.

R. A. SEALE, JR., et. al. hereby designates Brown as Seller's Representative hereunder to give and receive all notices; to make and witness any tests to be made of the gas and measuring equipment and adjustments to such equipment; to receive statements for gas delivered or to be paid hereunder; to receive and receipt for payments made or to be made; to give and receive changes on quantities of gas to be delivered; to furnish Buyer allocations upon which Buyer may make any and all payments due Seller and R. A. SEALE, JR., et. al., and to adjust any mechanical difference that may arise between Buyer and Seller with respect to measurements, billings and payments made or to be made, the allowance of credits and any undercharge or overcharge with respect to such difference.

Any notice, request, demand, statement or payment provided for in

the Gas Processing Agreement shall be sent to the post office address of Brown as R. A. SEALE, JR., et. al.'s Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this _____ day of May, 1985.

WITNESS:

H. L. BROWN, JR.

By: _____

WITNESS:

ACCEPTED AND AGREED TO,

R. E. SMITH TESTAMENTARY TRUSTS

Betty Lippard

By: *R. A. Seale, Jr.*
_____ R. A. Seale, Jr., Successor Trustee

Betty Lippard

By: *R. H. Skinner*
_____ R. H. Skinner, Successor Trustee

Betty Lippard

By: *J. T. Trotter*
_____ J. T. Trotter, Successor Trustee

RATIFICATION OF
GAS PURCHASE CONTRACT

Reference is made to that certain Gas Processing Agreement dated February 27, 1985, by and between H. L. Brown, Jr., ("Brown"), as Seller, and Cities Service, as Buyer, covering the interest owned and/or controlled by Brown in the gas produced from certain oil and gas leases in the Bluit Field Area, Roosevelt County, New Mexico, as identified and described in Exhibit "A" and "B", attached thereto (the "Subject Leases").

WHEREAS, VIVIAN L. SMITH, owns an interest in the gas produced from the Subject Leases; and desires to sell such interest in said gas pursuant to, in accordance with, and on the same terms, provisions and conditions as contained in, the Gas Processing Agreement.

Accordingly, VIVIAN L. SMITH, as a Seller, and in consideration of the covenants and obligations of Cities Service and Brown, in, under and by virtue of the Gas Processing Agreement, hereby ratifies, confirms and adopts the Gas Processing Agreement and hereby agrees to sell his, her or its interest in the gas produced from the Subject Leases to Cities for the purchase price provided in, and subject to and in accordance with the terms, provisions and conditions of the Gas Processing Agreement, just as though and for all intents and purposes as if VIVIAN L. SMITH had executed and delivered the Gas Processing Agreement as a Seller.

VIVIAN L. SMITH hereby designates Brown as Seller's Representative hereunder to give and receive all notices; to make and witness any tests to be made of the gas and measuring equipment and adjustments to such equipment; to receive statements for gas delivered or to be paid hereunder; to receive and receipt for payments made or to be made; to give and receive changes on quantities of gas to be delivered; to furnish Buyer allocations upon which Buyer may make any and all payments due Seller and VIVIAN L. SMITH and to adjust any mechanical difference that may arise between Buyer and Seller with respect to measurements, billings and payments made or to be made, the allowance of credits and any undercharge or overcharge with respect to such difference.

Any notice, request, demand, statement or payment provided for in

the Gas Processing Agreement shall be sent to the post office address of Brown as VIVIAN L. SMITH's Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this _____ day of May, 1985.

WITNESS:

H. L. BROWN, JR.

By: _____

WITNESS:

ACCEPTED AND AGREED TO,

Betty Lippard

By: *Vivian L. Smith*
Vivian L. Smith

✓
wlf

12/1/85

RATIFICATION OF
GAS PURCHASE CONTRACT

Reference is made to that certain Gas Processing Agreement dated February 27, 1985, by and between H. L. Brown, Jr., ("Brown"), as Seller, and Cities Service, as Buyer, covering the interest owned and/or controlled by Brown in the gas produced from certain oil and gas leases in the Bluit Field Area, Roosevelt County, New Mexico, as identified and described in Exhibit "A" and "B", attached thereto (the "Subject Leases").

WHEREAS, HOWARD P. HOLMES, owns an interest in the gas produced from the Subject Leases; and desires to sell such interest in said gas pursuant to, in accordance with, and on the same terms, provisions and conditions as contained in, the Gas Processing Agreement.

Accordingly, HOWARD P. HOLMES, as a Seller, and in consideration of the covenants and obligations of Cities Service and Brown, in, under and by virtue of the Gas Processing Agreement, hereby ratifies, confirms and adopts the Gas Processing Agreement and hereby agrees to sell his, her or its interest in the gas produced from the Subject Leases to Cities for the purchase price provided in, and subject to and in accordance with the terms, provisions and conditions of the Gas Processing Agreement, just as though and for all intents and purposes as if HOWARD P. HOLMES, had executed and delivered the Gas Processing Agreement as a Seller.

HOWARD P. HOLMES, hereby designates Brown as Seller's Representative hereunder to give and receive all notices; to make and witness any tests to be made of the gas and measuring equipment and adjustments to such equipment; to receive statements for gas delivered or to be paid hereunder; to receive and receipt for payments made or to be made; to give and receive changes on quantities of gas to be delivered; to furnish Buyer allocations upon which Buyer may make any and all payments due Seller and HOWARD P. HOLMES, and to adjust any mechanical difference that may arise between Buyer and Seller with respect to measurements, billings and payments made or to be made, the allowance of credits and any under charge or overcharge with respect to such difference.

Any notice, request, demand, statement or payment provided for in

the Gas Purchase Contract shall be sent to the post office address of Brown as HOWARD P. HOLMES' Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this _____ day of May, 1985.

WITNESS:

H. L. BROWN, JR.

By: _____

WITNESS:

ACCEPTED AND AGREED TO,

By: Howard P. Holmes
HOWARD P. HOLMES

Sally H. Wheeler
SALLY H. WHEELER

Richard J. Holmes
RICHARD J. HOLMES

RATIFICATION OF
GAS PURCHASE CONTRACT

Reference is made to that certain Gas Processing Agreement dated February 27, 1985, by and between H. L. Brown, Jr., ("Brown"), as Seller, and Cities Service, as Buyer, covering the interest owned and/or controlled by Brown in the gas produced from certain oil and gas leases in the Bluit Field Area, Roosevelt County, New Mexico, as identified and described in Exhibit "A" and "B", attached thereto (the "Subject Leases").

WHEREAS, WILLIAM M. FULLER, owns an interest in the gas produced from the Subject Leases; and desires to sell such interest in said gas pursuant to, in accordance with, and on the same terms, provisions and conditions as contained in, the Gas Processing Agreement.

Accordingly, WILLIAM M. FULLER, as a Seller, and in consideration of the covenants and obligations of Cities Service and Brown, in, under and by virtue of the Gas Processing Agreement, hereby ratified, confirms and adopts the Gas Processing Agreement and hereby agrees to sell his, her or its interest in the gas produced from the Subject Leases to Cities for the purchase price provided in, and subject to and in accordance with the terms, provisions and conditions of, the Gas Processing Agreement, just as though and for all intents and purposes as if WILLIAM M. FULLER had executed and delivered the Gas Processing Agreement as a Seller.

WILLIAM M. FULLER hereby designates Brown as Seller's Representative hereunder to give and receive all notices; to make and witness any tests to be made of the gas and measuring equipment and adjustments to such equipment; to receive statements for gas delivered or to be paid hereunder; to receive and receipt for payments made or to be made; to give and receive changes on quantities of gas to be delivered; to furnish Buyer allocations upon which Buyer may make any and all payments due Seller and R. H. FULTON, and to adjust any mechanical difference that may arise between Buyer and Seller with respect to measurements, billings and payments made or to be made, the allowance of credits and any under charge or overcharge with respect to such difference.

Any notice, request, demand, statement or payment provided for in

the Gas Processing Agreement shall be sent to the post office address of Brown as WILLIAM M. FULLER's Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this _____ day of May, 1985.

WITNESS:

H. L. BROWN, JR.

By: _____

WITNESS:

ACCEPTED AND AGREED TO,

By:

William M. Fuller
WILLIAM M. FULLER

*DAVOIL - created
Signed
on 1/10/85*

**RATIFICATION OF
GAS PURCHASE CONTRACT**

Reference is made to that certain Gas Processing Agreement dated February 27, 1985, by and between H. L. Brown, Jr., ("Brown"), as Seller, and Cities Service, as Buyer, covering the interest owned and/or controlled by Brown in the gas produced from certain oil and gas leases in the Bluit Field Area, Roosevelt County, New Mexico, as identified and described in Exhibit "A" and "B", attached thereto (the "Subject Leases").

WHEREAS, DAVOIL, INC., owns an interest in the gas produced from the Subject Leases; and desires to sell such interest in said gas pursuant to, in accordance with, and on the same terms, provisions and conditions as contained in, the Gas Processing Agreement.

Accordingly, DAVOIL, INC., as a Seller, and in consideration of the covenants and obligations of Cities Service and Brown, in, under and by virtue of the Gas Processing Agreement, hereby ratifies, confirms and adopts the Gas Processing Agreement and hereby agrees to sell his, her or its interest in the gas produced from the Subject Leases to Cities for the purchase price provided in, and subject to and in accordance with the terms, provisions and conditions of the Gas Processing Agreement, just as though and for all intents and purposes as if DAVOIL, INC., had executed and delivered the Gas Processing Agreement as a Seller.

DAVOIL, INC., hereby designates Brown as Seller's Representative hereunder to give and receive all notices; to make and witness any tests to be made of the gas and measuring equipment and adjustments to such equipment; to receive statements for gas delivered or to be paid hereunder; to receive and receipt for payments made or to be made; to give and receive changes on quantities of gas to be delivered; to furnish Buyer allocations upon which Buyer may make any and all payments due Seller and DAVOIL, INC. and to adjust any mechanical difference that may arise between Buyer and Seller with respect to measurements, billings and payments made or to be made, the allowance of credits and any under charge or overcharge with respect to such difference.

Any notice, request, demand, statement or payment provided for in

the Gas Processing Agreement shall be sent to the post office address of Brown as DAVOIL, INC.'s Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this _____ day of May, 1985.

WITNESS:

H. L. BROWN, JR.

By: _____

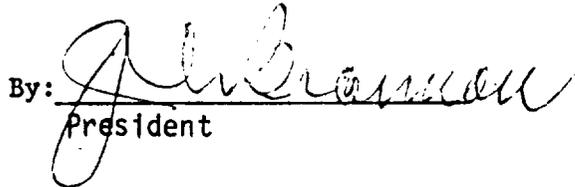
DAVOIL, INC.

~~WITNESS~~ ATTEST:

ACCEPTED AND AGREED TO,



Asst. Secretary

By: 

President

RATIFICATION OF
GAS PURCHASE CONTRACT

Reference is made to that certain Gas Processing Agreement dated February 27, 1985, by and between H. L. Brown, Jr., ("Brown"), as Seller, and Cities Service, as Buyer, covering the interest owned and/or controlled by Brown in the gas produced from certain oil and gas leases in the Blair Field Area, Roosevelt County, New Mexico, as identified and described in Exhibit "A" and "B", attached thereto (the "Subject Leases").

WHEREAS, MEREDITH GEORGE TINSLEY, owns an interest in the gas produced from the Subject Leases; and desires to sell such interest in said gas pursuant to, in accordance with, and on the same terms, provisions and conditions as contained in, the Gas Processing Agreement.

Accordingly, MEREDITH GEORGE TINSLEY, as a Seller, and in consideration of the covenants and obligations of Cities Service and Brown, in, under and by virtue of the Gas Processing Agreement, hereby ratifies, confirms and adopts the Gas Processing Agreement and hereby agrees to sell his, her or its interest in the gas produced from the Subject Leases to Cities for the purchase price provided in, and subject to and in accordance with the terms, provisions and conditions of the Gas Processing Agreement, just as though and for all intents and purposes as if MEREDITH GEORGE TINSLEY had executed and delivered the Gas Processing Agreement as a Seller.

MEREDITH GEORGE TINSLEY hereby designates Brown as Seller's Representative hereunder to give and receive all notices; to make and witness any tests to be made of the gas and measuring equipment and adjustments to such equipment; to receive statements for gas delivered or to be paid hereunder; to receive and receipt for payments made or to be made; to give and receive changes on quantities of gas to be delivered; to furnish Buyer allocations upon which Buyer may make any and all payments due Seller and MEREDITH GEORGE TINSLEY and to adjust any mechanical difference that may arise between Buyer and Seller with respect to measurements, billings and payments made or to be made, the allowance of credits and any undercharge or overcharge with respect to such difference.

Any notice, request, demand, statement or payment provided for in

the Gas Processing Agreement shall be sent to the post office address of Brown as DAVOIL, INC.'s Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this _____ day of May, 1985.

WITNESS:

H. L. BROWN, JR.

By: _____

DAVOIL, INC.

~~XXXXXXXX~~ ATTEST:

ACCEPTED AND AGREED TO,

[Signature]
Asst. Secretary

By: *[Signature]*
President

the Gas Processing Agreement shall be sent to the post office address of Brown as MEREDITH GEORGE TINSLEY's Seller's Representative, as follows:

H. L. Brown, Jr.
P. O. Box 2237
Midland, TX 79702

Executed this _____ day of May, 1985.

WITNESS:

H. L. BROWN, JR..

By: _____

WITNESS:

ACCEPTED AND AGREED TO,

✓ Barbara Shupp

By: Meredith George Tinsley