



~~AMENDMENT~~ *Supplement*
TO OPERATING AGREEMENT (612-46)
DATED NOVEMBER 27, 1951

This Agreement, made and entered into this twenty day of May, A.D. 1956, by and between BROOKHAVEN OIL COMPANY, a Delaware corporation, whose address is P. O. Box 396, Scottsdale, Arizona, (hereinafter referred to as "Brookhaven") and EL PASO NATURAL GAS COMPANY, a Delaware corporation whose address is P. O. Box 1492, El Paso, Texas, (hereinafter referred to as "El Paso")

W I T N E S S E S :

WHEREAS, by written Agreement dated November 27, 1951, Brookhaven entered into an Operating Agreement with the San Juan Production Company and the interest of San Juan Production Company has been assigned to El Paso and El Paso has assumed the obligations of San Juan Production Company; and

WHEREAS, a number of Supplements have been made to the Agreement of November 27, 1951, incorporating additional properties into said Agreement; and

WHEREAS, the parties desire to subject the hereinafter described tract of land to the terms and provisions of said Operating Agreement without obligating Brookhaven to pay any costs for drilling or developing said tract to the base of the Hancee Shale.

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NOW, THEREFORE, in consideration of the premises and the hereinafter contained promises and agreements, the receipt and sufficiency of which are hereby mutually acknowledged, the parties

hereto agree as follows:

1. New Mexico State Oil and Gas Lease, Serial Number E-4500, insofar as it covers the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section 36, Township 26 North, Range 13 West, S.R.P.M., San Juan County, New Mexico, which said lease is now in full force and effect and is owned by Brockhaven, is hereby subjected to the terms and provisions of said Operating Agreement except that as to the tract of land and lease hereby subjected to said Operating Agreement, El Paso and Brockhaven agree that El Paso shall pay, without right of reimbursement from Brockhaven, all costs of drilling, completing and equipping well or wells drilled to the base of the Mancos Shale on the above described tract or any tract whereof the above tract is a committed or unitized part.

2. Except as hereby modified and supplemented, the Operating Agreement shall continue in full force and effect.

WITNESSED the day and year first hereinabove written.

ATTEST:

Margaret A. Seel
Secretary

BRCKHAVEN OIL COMPANY

BY Thos B. Scott
President

ATTEST:

Assistant Secretary

EL PASO NATURAL GAS COMPANY

BY _____
Vice President

STATE OF ARIZONA

COUNTY OF MARICOPA

On this 11 day of May, 1956, before me personally appeared Thos. B. Scott, Jr., to me personally known, who, after being by me

EL PASO NATURAL GAS COMPANY

ATTEST:

By *A. F. Steen*
Vice President

A. C. Martch
Secretary

STATE OF NEW MEXICO §
COUNTY OF BERNALILLO §

On this 25th day of November, 1953, before me personally appeared Thos. B. Scott, Jr., to me personally known, who, after being by me duly sworn did say that he is the President of BROOKHAVEN OIL COMPANY, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Thos. B. Scott, Jr., acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires:

June 13 1957

Evelyn L. Walker
Notary Public, County of Bernalillo,
State of New Mexico

STATE OF NEW MEXICO §
COUNTY OF BERNALILLO §

On this 25th day of November, 1953, before me personally appeared Thomas B. Scott, Jr., to me personally known, who, after being by me duly sworn did say that he is the President of DACRESA CORPORATION, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Thomas B. Scott, Jr. acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires:

June 13 1957

Evelyn L. Walker
Notary Public, County of Bernalillo,
State of New Mexico

STATE OF TEXAS
COUNTY OF EL PASO

On this 7 day of December, 1953, before me personally appeared H. F. STEEK, to me personally known, who, after being by me duly sworn did say that he is the Vice President of EL PASO NATURAL GAS COMPANY, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. F. STEEK acknowledged said instruments to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires:
Elsie M. Richardson
~~Notary Public, in and for El Paso County, Texas~~
My commission expires June 1, 1955

Elsie M. Richardson
Notary Public, County of El Paso,
State of Texas