

El Paso NATURAL GAS
COMPANY

LAND DEPARTMENT
DISTRIBUTION

P. O. BOX 1492
EL PASO, TEXAS 79978
PHONE: 915-543-2600

March 16, 1977

GLA-46
Amendment #22

Brookhaven Oil Company
P. O. Box 1267
Scottsdale, Arizona 85252

Dacressa Corporation
P. O. Box 1267
Scottsdale, Arizona 85252

Gentlemen:

On November 27, 1951, Brookhaven Oil Company and San Juan Production Company entered into an Operating Agreement pertaining to certain lands in San Juan County, New Mexico. Said Agreement, as amended, provided for the drilling of Mesaverde wells by San Juan Production Company and the recovery of Brookhaven's share of the cost of drilling such wells subject to the limitations and in accordance with the provisions of Subparagraph 5.d of said Agreement.

By this letter, Brookhaven and Dacressa, as successors in interest to Brookhaven Oil Company, and El Paso Natural Gas Company, as successor in interest to San Juan Production Company, do hereby evidence the amendment of Subparagraph 5.d of the Operating Agreement dated November 27, 1951, as amended, to provide for the following:

1. Brookhaven and Dacressa, in consideration for the drilling of the following described wells by El Paso during the calendar year 1977, agree to promptly pay to El Paso, upon receipt of an invoice, their share of the costs of drilling said wells, in lieu of having those costs recovered out of production as provided for in Subparagraph 5.d of the Operating Agreement, as amended by letter agreement dated April 3, 1975

000816

<u>Well Name</u>	<u>Formation</u>	<u>Location</u>	<u>Ownership</u>
Scott #6A	MV	S/2 Section 4, T-31-N, R-10-W	EPNG Co. 75.000000% Brookhaven Oil Company 8.203125% Dacressa Corporation 6.250000% Amoco Production Company 10.546875% <u>100.000000%</u>
Scott #4A	MV	E/2 Section ¹⁷ 4, T-31-N, R-10-W	EPNG Co. 56.250000% Brookhaven Oil Company 16.406250% Amoco Production Co., et al 27.343750% <u>100.000000%</u>
Turner B Com A #2A	MV	E/2 Section 2, T-30-N, R-9-W	EPNG Co. 56.677807% Brookhaven Oil Company 6.188835% Tenneco Oil Company, et al 37.133308% <u>100.000000%</u>
Atlantic Com #3A	MV	W/2 Section 24, T-31-N, R-10-W	EPNG Co. 56.250000% Brookhaven Oil Company 2.734375% Amoco Production Co., et al 41.015625% <u>100.000000%</u>
Sunray K Com A	MV	E/2 Section 32, T-31-N, R-10-W	EPNG Co. 68.750000% Brookhaven Oil Company 4.062500% Amoco Production Co., et al 27.187500% <u>100.000000%</u>
Hudson #5A	MV	W/2 Section 17, T-31-N, R-10-W	EPNG Co. 34.659413% Brookhaven Oil Company 10.937500% Amoco Production Co., et al 54.403087% <u>100.000000%</u>
Brookhaven Com #1A	MV	W/2 Section 16, T-31-N, R-10-W	EPNG Co. 56.250000% Brookhaven Oil Company 12.187500% Amoco Production Co., et al 31.562500% <u>100.000000%</u>
Atlantic D Com D #5A	MV	W/2 Section 2, T-30-N, R-10-W	EPNG Co. 68.757018% Brookhaven Oil Company 4.088350% Amoco Production Co., et al 27.154632% <u>100.000000%</u>
Scott #2 R	MV	E/2 Section 31, T-32-N, R-10-W	EPNG Co. 50.000000% Brookhaven Oil Company 21.875000% Amoco Production Company 28.125000% <u>100.000000%</u>

000517

Scott #5A

MV

E/2 Section 34,
T-32-N, R-10-W

EPNG Co.
Brookhaven Oil Company
Amoco Production Company

50.000000%
21.875000%
28.125000%
100.000000%

The drilling of the above listed wells is contingent upon El Paso securing the joinder of all other working interest owners.

This letter agreement extends only to the drilling of the above listed wells. Upon receipt of payment of your share of the costs of the wells, El Paso will release for payment to Brookhaven and Dacressa all of their proportionate share of the proceeds from production attributable to the subject wells.

Please evidence your acceptance of the foregoing by signing and returning a copy of this letter to the undersigned.

Yours very truly,

ATTEST:

EL PASO NATURAL GAS COMPANY

BY: *J. H. Deane*
Assistant Secretary

BY: *T. W. Suttles* *aw*
Assistant Vice President

AGREED TO AND ACCEPTED this
23rd day of March, 1977.

BROOKHAVEN OIL COMPANY

BY: *Thomas B. Scott*

DACRESSA CORPORATION

BY: *Thomas B. Scott*