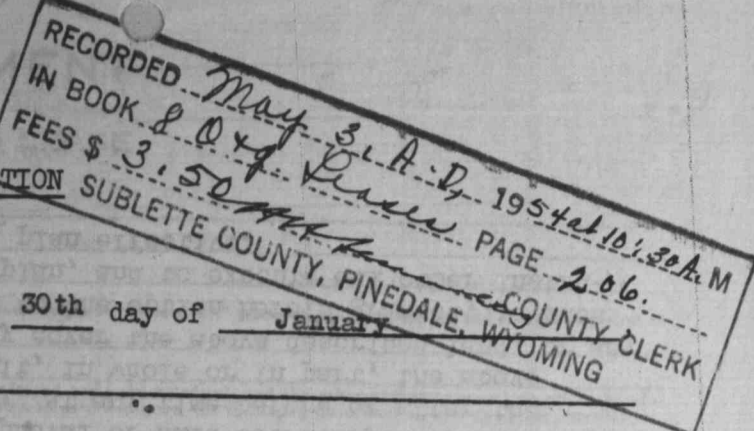


50151

AGREEMENT &amp; OPTION



This Agreement and Option, dated the 30th day of January  
 19 54, by and between Erik A. Johnston  
 whose address is 1540 Locust St., Denver, Colorado  
 hereinafter called "First Party", and Belco Petroleum Corporation  
 whose address is 47 Rodney St., Brooklyn 11, New York  
 hereinafter called "Second Party",  
 WITNESSETH:

WHEREAS, First Party is the owner of that certain oil and gas lease dated  
June 1, 1951, and issued under the act of Congress  
 approved February 25, 1920 (41 Stat. 437), as amended, bearing serial number  
Wyoming 06297, and covering the following described land in the  
 County of Sublette, State of Wyoming, to-wit:

TOWNSHIP 32 NORTH, RANGE 113 WEST, 6TH P. M.

Section 30: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$

Section 31: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$

643.24 acres, more or less

WHEREAS Second Party desires to acquire certain option rights as hereinafter  
 set forth so as to permit Second Party to explore the above described lands for oil or  
 gas deposits by geological or geophysical methods.

NOW, THEREFORE, in consideration of the sum of \$ 10.00 in  
 hand paid, receipt of which is hereby acknowledged and confessed by First Party, and  
 the mutual covenants and agreements herein contained, it is hereby agreed by and be-  
 tween the parties hereto, as follows:

1. First Party covenants and warrants that First Party has not heretofore  
 sold, assigned, transferred or encumbered the above described oil and gas lease, or  
 any interest therein; that first party is qualified to hold and convey said lease,  
 and that said lease is now in good standing as to all of the lands above described,  
 and that First Party has full power, right and authority to execute this Agreement  
 and is able to perform the same.

First Party hereby irrevocably makes, constitutes and appoints Second Party  
 the true and lawful attorney-in-fact of First Party with full power of substitution  
 to take any action (without Second Party being required so to do), before or with  
 the Department of the Interior, or otherwise, which Second Party may deem advisable  
 in order to protect and maintain in good standing said oil and gas lease, including  
 the right to apply for a preferential renewal of said lease and First Party hereby  
 agrees to submit to Second Party any and all notices, decisions, communication, or  
 other papers whatsoever relating to said lease, promptly after same are received by  
 First Party.