

NOW, THEREFORE, Bintliff and Belco, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby agree as follows:

FIRST:

Articles "THIRD" through "EIGHTH," inclusive, of the Agreement are hereby terminated and cancelled and are, and have been since October 7, 1959, of no force and effect whatsoever.

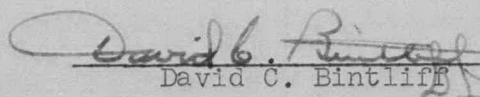
SECOND:

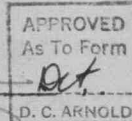
Bintliff and Belco each have the right without any fiduciary obligations to the other to acquire oil and gas leases, leasehold interests, mineral interests or production payments, options or lands in the State of Wyoming, or elsewhere, and nothing herein or in the Agreement shall be deemed to limit or restrict such right in any manner whatsoever.

THIRD:

This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 28 day of September, 1962.

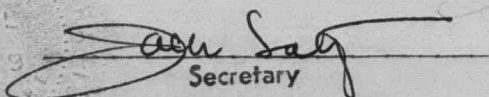

David C. Bintliff

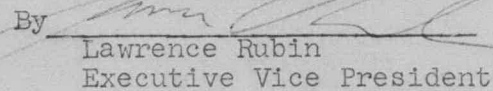


BELCO PETROLEUM CORPORATION

ATTEST:




Secretary

By 
Lawrence Rubin
Executive Vice President