

MODIFICATION AGREEMENT

MADE and entered into this 19th day of June A. D. 1968 by and between Delbert J. Ball and Mayme Ball, his wife, parties of the first part, hereinafter called Lessor, and Belco Petroleum Corporation, party of the second part, hereinafter called Lessee.

WHEREAS, by agreement dated August 1, 1958 and recorded in the County Clerk's Office of Sublette County, Wyoming in Book 22 Oil & Gas, at Page 53, Delbert J. Ball and Mayme Ball did lease for oil and gas purposes to Belco Petroleum Corporation, a tract of land containing One Hundred and Sixty (160.00) acres, situate in Sublette County, Wyoming, the Lessor's interest in said lease being now vested in the Lessor herein, and the Lessee's interest in said lease being now vested in the Lessee herein, and

WHEREAS, the above recited oil and gas lease contains the following term provision which the parties are desirous of changing:

"To Have and To Hold the same (subject to the other provisions herein contained) for a term of ten years from this date (called "Primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom."

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) to the Lessee in hand paid by the Lessor, the receipt whereof is hereby acknowledged, the parties hereto by mutual agreement do agree that the above quoted term provision shall be amended to read as follows, to wit:

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To have and to hold the same (subject to the other provisions herein contained) for a term of ~~Twenty~~ (20) years from this date (Called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas shall be produced therefrom.

Said oil and gas lease as herein modified and amended shall be and remain in full force and effect and the Lessor hereby approves, confirms and ratifies said lease and all acts heretofore done and all payments made under and by virtue of the terms of the said lease or grant.

It is mutually understood and agreed that said lease as originally written and as herein modified covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of said original lease, except as herein modified or changing the terms of this modification.

This modification agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

WITNESS the following signatures and seals.

Witnesses:

George E. Neight

Delbert J. Ball Estate
Delbert J. Ball

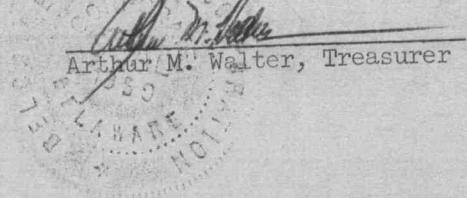
Philip Marion

Mayme E. Ball, Executrix
Mayme Ball

Philip Marion Jr.

BELCO PETROLEUM CORPORATION

Attest:
Arthur M. Walter
Arthur M. Walter, Treasurer



Jack Saltz
Jack Saltz, Vice President

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