



Date: March 31, 2003

Subject: Contract AR-065045, Lease 406272 update

From/location: Bill Walker *BW* WL1-6.107

To: Kerry Plaisance WL1-3.308

The above referenced contract and lease cover the Surface Lease by and between Morris and Carol Koscove, as Lessor, and Atlantic Richfield Company, as Lessee, dated 3-19-1981, recorded in Book 360 at page 172. This surface lease has been replaced and superseded by the new Surface Lease Agreement by and between Carol Koscove and LODI Enterprises, LLC, as Lessor, and BP America Production Company, as Lessee, dated effective 3-19-2001 and recorded under reception number 352562, Huerfano County, Colorado. Please update the contract and lease records to correctly reflect the new details of the agreement as the legal descriptions and other provisions have been amended. I have enclosed copies of the new Surface Lease, Utility Easement and Deed which were all executed pursuant to the Sheep Mountain Settlement Agreement entered into by the Koscoves and BP. Thanks.

*Replacement
Lease*

SURFACE LEASE

000200352562
Filed for Record in
Huerfano County, COLO
JUDY B. NINE
02-08-2002 At 02:42 PM.
LEASE ACRES 45.00
DUC FEE .00

THIS SURFACE LEASE made and entered into by and between Carol Koscove, and Lodi Enterprises, LLC, a Colorado limited liability company, both at 54 Marland Road, Colorado Springs, Colorado 80906, hereinafter collectively called LESSOR, and BP America Production Company, a Delaware corporation, 501 WestLake Park Boulevard, Houston, Texas 77079, hereinafter called LESSEE.

LESSOR, on the terms and conditions hereinafter stated, and for the consideration hereinafter expressed, does hereby grant, convey, lease, demise and let unto LESSEE the following described lands situated in Huerfano County, Colorado, to-wit:

Township 27 South, Range 70 West, 6th P.M.

Section 8: NE/4NE/4SE/4 *out of Unit*
Section 9: W/2NE/4, SE/4NE/4, S/2NW/4, E/2SE/4
Section 15: S/2NW/4, E/2SE/4, N/2SW/4, NW/4SE/4
Section 22: SW/4SW/4, NE/4, N/2SE/4
Section 27: W/2NW/4, SE/4NW/4 *out of Unit*

A right-of-way and easement 175' in total width along the line of actual construction of the facilities contained thereon within the following quarter sections:

Township 27 South, Range 70 West, 6th P.M.

Section 9: SW/4NE/4, SE/4NE/4, S/2NW/4, E/2SE/4
Section 15: S/2NW/4, N/2SW/4, NW/4SE/4, E/2SE/4
Section 22: SW/4SW/4, NE/4, N/2SE/4
Section 27: W/2NW/4, SE/4NW/4

A right-of-way and easement 60' in total width along the line of actual construction of the facilities contained thereon within Section 15: NW/4SE/4, T-27-S, R-70-W.

Notwithstanding the specific property descriptions listed above, LESSOR and LESSEE expressly intend that this Surface Lease includes all lands, whether specifically listed or not, which are owned by LESSOR within the boundaries of the Sheep Mountain Unit and/or the Dike Mountain Unit and any expansions or amendments thereto (collectively, the "Unit") and which are used by LESSEE for Unit operations, including but not limited to drillsites, power lines, pipelines, and roads (collectively the "Leased Lands"), and LESSOR and LESSEE do not intend to exclude any such lands. Omission of any such acreage within the Unit from this Surface Lease does not mean that the omitted acreage is not subject to this Surface Lease, and if LESSOR or LESSEE becomes aware that any such acreage within the Unit has been omitted, they agree that this Surface Lease shall be reformed to include the omitted acreage.

The rights and obligations agreed upon in this Surface Lease pertain only to the Leased Lands.

Also see lease file 406777

AR-065045

1. **Term.** This Surface Lease is effective as of March 19, 2001 and, unless earlier forfeited as hereinafter provided for, it shall remain in full force and effect until March 19, 2011. This Surface Lease replaces and supersedes in its entirety the surface lease dated March 19, 1981, which LESSEE renewed on or before March 19, 2001 for another ten-year term (the "Superceded Lease"), which lease is null and void.

2. **Use.** LESSEE is hereby given the right and privilege of using the above-described lands for all purposes that are or may be deemed necessary or desirable by LESSEE, including, but not limited to, the construction of roads, laying of pipelines, erecting of power lines, building of power stations, telephone lines or microwave towers, deposit of earth and soil removed during construction, construction of compressor plants, dehydration towers, storage tanks and other structures thereon necessary or convenient for the economical operation of said lands alone or conjointly with neighboring lands; and, furthermore, for the maintenance and operation of all the above and all other acts, operations, and construction necessary or convenient to oil and gas field practices and procedures attendant to activities to explore, mine, drill, produce, save, take care of, dehydrate, compress and otherwise process or manufacture and transport all oil, gas, including but not limited to, carbon dioxide gas, casinghead gas and casinghead gasoline produced from the above-described lands or any lands within the Unit.

LESSEE may not fence more than fifty (50) acres in the aggregate of the subject leased lands, and LESSOR may, if she so desires, graze cattle on the unfenced portions of the subject leased lands. LESSEE shall pay any tax increase attributable to the subject leased lands resulting from the activities of LESSEE.

3. **Rent.** The consideration for this Surface Lease is the payment by LESSEE to LESSOR of an annual rental of Fifty Thousand Dollars (\$50,000.00), payable each year in advance during the term of this lease. All payments due hereunder to LESSOR may be made by LESSEE by mailing to Carol Koscove at 54 Marland Road, Colorado Springs, Colorado 80906, or to such other person or address as LESSOR may direct in writing to LESSEE. All payments herein required to be made shall be considered to be made and LESSEE shall have complied with its obligation in connection therewith when LESSEE has deposited in the mails, properly stamped and addressed, LESSEE'S check or draft payable to the order of LESSOR.

The payment LESSEE made on or before March 19, 2001 under the Superceded Lease for the twelve-month period beginning on March 19, 2001 and ending on March 18, 2002 shall be credited to the payment due by LESSEE for that same period under this Surface Lease so that no additional payment is due for that twelve-month period.

4. **Default and Right to Cure.** Failure to pay any particular rental within ten (10) days after its due date will give LESSOR the right to declare an event of default, notice of which shall be made in writing and mailed to LESSEE at BP America, P.O. Box 325, Gardner, CO 81040 (with copy to: Permian Business Unit Controller, BP America Production Company, 501 WestLake Park Boulevard, Houston, Texas 77079), or to such other address as LESSEE may direct in writing. Upon receipt of any notice of default, LESSEE shall have a right to cure within thirty (30) days. The LESSOR may declare the forfeiture of this Surface Lease only if LESSEE fails to cure the default within thirty (30) days after receipt of notice of default.

5. **Renewal.** LESSOR, furthermore, hereby grants to LESSEE the right and option, but not the obligation, to renew this Surface Lease after March 19, 2011 on an annual basis for a total of ten additional years or through and including March 18, 2021. This Surface Lease shall automatically renew on an annual basis after March 19, 2011 unless LESSEE provides written notice to the contrary to LESSOR ninety (90) days before March 19 of each year. LESSEE'S right not to renew shall be exercised by the timely mailing to LESSOR of written notice of nonrenewal at the address in Paragraph 3, above. The rental for each year of the additional term shall be Fifty Thousand Dollars (\$50,000.00). LESSEE shall renew this Surface Lease for the twelve or eighteen months during which LESSEE is completing reclamation, as provided in Paragraph 7, below, without proration of rent in the event reclamation is completed prior to the end of an annual term of this Surface Lease. No rent shall be due after completion of reclamation even though vegetation may still be in the process of becoming established.

LESSEE may not surrender this Surface Lease prior to March 19, 2011 or during any renewal term if LESSEE does not timely exercise its right not to renew.

6. **Reservoir.** After payment of the sum provided for in Paragraph 2.i of the Settlement Agreement and Release by and between LESSOR, LESSEE and others, dated January 31, 2002 (the "Settlement Agreement and Release"), LESSEE shall have no further obligation in the event any reservoir of LESSOR becomes silted up unless LESSOR demonstrates that such reservoir has subsequently become silted up due to negligent or willful misconduct by LESSEE. In that event, LESSEE shall, as soon as may be reasonably practicable, and upon written request of LESSOR, clean up and restore said reservoir(s). LESSEE shall have no liability or obligation in the event any reservoir becomes silted up as a result of ordinary operations which include but are not limited to driving vehicles and equipment on roads in the Unit.

7. **Reclamation.** LESSEE shall provide LESSOR with written notice of its intent to abandon operations at a specific drillsite or other location on the Leased Lands at least ninety (90) days prior to abandonment. Upon the abandonment of all of its operations at a drillsite or other location on the Leased Lands, the LESSEE shall commence reclamation at that location. "Abandonment" shall mean the cessation of all use of all facilities at a specific drillsite or other location on the Leased Lands for the production, conditioning and transportation of carbon dioxide. Reclamation shall be completed within one year of abandonment except that LESSEE shall have an additional six (6) months to complete reclamation at those locations where LESSOR has elected to have the buildings disassembled pursuant to Section 7.c, below. In addition, following completion of reclamation LESSEE shall have an additional period to establish vegetation in each reclaimed area not to exceed three (3) years from commencement of reclamation at each location. Reclamation shall include the following activities:

a. **Piping.** LESSEE shall depressure all piping, cut off all above ground piping to three (3) to four (4) feet below grade and plug ends of piping (cement or other suitable material) and weld on steel end plates.

b. Building Contents. LESSEE shall remove all process equipment, vessels and piping, electrical systems, etc. from the drillsite buildings.

c. Buildings. After LESSEE gives LESSOR notice of its intent to abandon operations at a specific location on the Leased Lands as provided above, LESSOR will choose one of three options for disposition of each of the nine (9) buildings existing at that location on the Leased Lands as of the date of execution of this Surface Lease. Any buildings erected after the date of execution of this Surface Lease are expressly excluded. A complete list of the buildings included is attached as Exhibit A (the "Buildings").

With respect to each Building, LESSOR may elect, as described more fully in the following paragraph, to have LESSEE (i) leave it, (ii) disassemble it using reasonable care so that LESSOR can, at its cost, reassemble it, or (iii) demolish and remove it from the Unit. LESSOR must make its election as to all of the Buildings at the specific location being abandoned within ninety (90) days after LESSEE gives LESSOR notice of its intent to abandon operations at that location. However, if LESSOR has made a decision as to its elections for any one or more of the Buildings prior to the ninety (90) day deadline, LESSOR will notify LESSEE of its elections as soon as it has made them.

For Buildings which LESSOR elects to have LESSEE leave, LESSEE will leave them "as is, where is" and makes no representation or warranty as to their condition. For Buildings which LESSOR elects to have LESSEE disassemble, LESSOR promises and agrees to remove at its sole cost the disassembled components from the building site within thirty (30) days of completion of disassembly and to bear all of the costs of moving and reassembling those components in another location.

For Buildings which LESSOR elects to have LESSEE disassemble, LESSEE promises and agrees that it will disassemble them using reasonable care but LESSEE makes no representation or warranty regarding the ability or cost to reassemble the disassembled Buildings. The parts of such Buildings disassembled for LESSOR'S use shall include without limitation any I-beams and all structural components. LESSEE will have no liability to LESSOR if the Buildings cannot be reassembled unless LESSEE did not use reasonable care in disassembling them, and LESSEE will not have any liability under any circumstances for any costs LESSOR may incur to reassemble the disassembled Buildings.

d. Concrete. For any Building which is disassembled or demolished and removed, LESSEE will break up the concrete foundations down to grade level. LESSEE will break up the aboveground concrete supporting the compressors in any of the drillsite buildings which LESSOR elects to have disassembled or removed into pieces that are no greater than approximately 2 feet wide and 2 feet long. Prior to break-up, LESSEE promises and agrees to remove any accumulated oil stains from the concrete.

LESSOR may elect to have LESSEE haul all or part of the broken up concrete to a maximum of two (2) locations on its property within the Unit, provided those locations are accessible by truck. LESSEE will give LESSOR thirty (30) days notice of the date it will commence breaking up the concrete. LESSOR will give LESSEE notice of these locations at

least two (2) weeks before LESSEE breaks up the concrete and LESSOR will bear all responsibility and cost for placing the broken-up concrete once LESSEE has transported such concrete to the designated locations. Any broken-up concrete which LESSOR has not elected to have LESSEE move will be buried three (3) to four (4) feet below grade at a mutually agreeable location or locations. LESSEE shall cover over remaining foundations with three (3) to four (4) feet of top soil and vegetate according to specifications of the United States Bureau of Land Management ("BLM") where required. "Top soil" shall mean soil which will readily support vegetation growth.

e. Wells. LESSEE shall plug and abandon all wells per State and BLM regulations, cut off casings to four (4) feet below grade, and install well monuments per BLM specifications where required.

f. Roads. LESSEE shall remove and reclaim roads it constructed for which LESSOR provides LESSEE with (i) written consent from the BLM, the Colorado State Board of Land Commissioners, Huerfano County, or any other third party claiming an interest in the road to be removed or reclaimed, or (ii) a court decree establishing that the road in question is not a public road. LESSEE will take no position regarding any requests by LESSOR to third parties for consent to remove and reclaim roads. However, nothing in this paragraph is intended to affect LESSEE's obligations under paragraph 2.h of the Settlement Agreement and Release.

Reclamation shall consist of ripping and breaking up the road surface using a road grader or similar equipment and reseeding the broken road surface and taking necessary steps to prevent erosion. Reclamation shall not include restoration of the original pre-road contour. Upon the request of LESSOR, LESSEE shall leave in place roads constructed upon the leased lands, but shall bear no liability nor responsibility for maintenance or repair of said roads.

g. Vegetation, Slopes and Contours. LESSEE shall conduct the activities listed above in subparagraphs 7a.-f., above, with as little disturbance as practicable to existing vegetation, slopes and contours. LESSOR and LESSEE agree and acknowledge that some disturbance of existing vegetation, slopes and contours may be necessary for reclamation, but do not intend restoration of original slopes and contours.

h. Compliance with Applicable Rules. LESSEE shall comply with applicable BLM and Colorado Oil and Gas Conservation Commission rules for final reclamation of wellsites and associated production facilities at the time of cessation of operations at and abandonment of operations on the Leased Lands.

i. Pipelines. LESSEE, at its sole option, may leave the gas pipelines in place whereupon ownership thereof shall pass to LESSOR. In the event LESSEE elects to leave the pipeline used to transport gas to west Texas in place, it will plug it at the origin meter station and no other location. If LESSEE elects to leave gas gathering lines in place, it will plug each such line at one location only, and LESSEE shall have full discretion to select the location for plugging each such line.

8. **Change in Ownership.** No change in the ownership of the land covered by this Surface Lease, by purchase or otherwise, shall be binding upon LESSEE until LESSEE shall have been furnished with sixty (60) days prior written notice, postage pre-paid, addressed to the addresses noted above in Paragraph 4, of such change, together with a certified copy of the recorded instrument or instruments evidencing such change.

9. **Binding Arbitration.** The parties desire to provide a procedure for prompt, efficient resolution of any disputes that may arise under this Surface Lease. Specifically, the parties desire to avoid the costs and delays associated with discovery and litigation of disputes or arbitration of disputes under litigation-like arbitration procedures and ultimately obtain more expedient and cost-effective resolution of disputes. In order to achieve these goals, the parties promise and agree that any disputes regarding their respective rights and obligations under this Surface Lease shall be resolved by binding arbitration under the procedure described in this paragraph, and not by the filing of a lawsuit. Each party shall bear its own expenses of arbitration, including but not limited to attorneys' fees, regardless of which party claims to have prevailed.

The parties agree that an arbitrator/mediator of the Judicial Arbitrator Group ("JAG"), Denver, Colorado, shall arbitrate any disputes arising under this Surface Lease. In the event that JAG is unavailable to arbitrate a particular dispute, a substitute arbitrator shall be selected from a mediation/arbitration service comparable to JAG. The arbitrator must have experience in the oil and gas industry and experience with operation and reclamation of oil and gas sites. If the parties cannot agree on a suitable arbitrator the parties shall petition the District Court, City and County of Denver, to appoint an arbitrator.

Arbitration shall be commenced by delivery of a written notice to arbitrate (the "Notice") by one of the parties to the other party at the addresses set forth in this Surface Lease. The Notice shall identify the matter(s) in dispute. Within ten (10) business days of receipt of the Notice, the parties shall select the arbitrator as set forth in the preceding paragraph.

The parties' arbitrator shall establish the procedure for resolution of the particular dispute in order to effectuate the parties' intent of a prompt, expeditious and inexpensive resolution of the dispute.

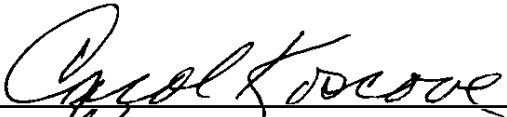
By agreeing to this binding arbitration procedure, the parties expressly acknowledge that this agreed-upon arbitration procedure necessarily requires that each party waive some procedural or due process rights or protections that it or she might otherwise have in litigation or other more litigation-like arbitration procedures. However, in order to secure the advantages of expedient and cost-effective resolution of disputes, each of the parties expressly waives any such rights or protections.

10. **Binding Effect.** This agreement is binding upon the heirs, personal representatives, successors and assigns of all parties hereto.

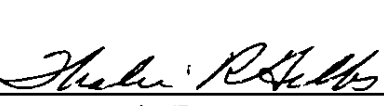

IN WITNESS WHEREOF, the parties have executed this Surface Lease as of January 31, 2002.


Carol Koscove

LODI ENTERPRISES, LLC

By: 
Manager

BP AMERICA PRODUCTION COMPANY

By: 
Attorney-in-Fact 

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 1st ^{February} day of January, 2002 by Carol Koscove.

Witness my hand and official seal.

My commission expires: 2-11-2002

Rosemarie McKelvie
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 1st ^{February} day of January, 2002 by Carol Koscove, as Manager of LODI Enterprises, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 2-11-2002

Rosemarie McKelvie
Notary Public



STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 31st day of January, 2002 by Thalia Gelbs, as Attorney-in-Fact of BP America Production Company, a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____

Shirley C. Sheff
Notary Public



EXHIBIT A TO SURFACE LEASE

Operations Center Buildings - NE1/4 of SE1/4 Sect. 8, T27S, R70W

1. Operations center/office
2. Projects building
3. Warehouse/I&E shop
4. Mechanic shop
5. Generator building
6. Fire pump building & 1190 bbl fresh water tank

Drillsite Buildings

1. Drillsite #1 - NW1/4 of NE1/4 of Sec. 9, T27S, R70W
 2. Drillsite #2 - SE1/4 of NW1/4 of Sec. 15, T27S, R70W
 3. Drillsite #3 - NE1/4 of NE1/4 of Sec. 22, T27S, R70W
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INDEXED

WHEN RECORDED RETURN TO
ATLANTIC RICHFIELD COMPANY
P. O. BOX 2819
DALLAS, TEXAS 75221

SURFACE LEASE

THIS SURFACE LEASE made and entered into by and between Morris Koscove and Carol Koscove of El Paso County, State of Colorado, hereinafter collectively called LESSOR, and Atlantic Richfield Company, a Pennsylvania Corporation, P.O. Box 2819, Dallas, Texas 75221, hereinafter called LESSEE.

LESSOR, on the terms and conditions hereinafter stated, and for the consideration hereinafter expressed, does hereby grant, convey, lease, demise and let unto LESSEE the following described lands situated in Huerfano County, Colorado, to-wit:

Township 27 South, Range 70 West, 6th P.M.

Section 8: NE/4NE/4SE/4

Section 9: W/2NE/4, SE/4NW/4

Section 15: SE/4NW/4, E/2E/2SWNW

A right-of-way and easement 175' in total width along the line of actual construction of the facilities contained thereon within the following quarter quarter sections:

Township 27 South, Range 70 West, 6th P.M.

Section 9: SW/4NE/4, SE/4NE/4, E/2SE/4

Section 15: SW/4NW/4, NE/4SW/4, NW/4SE/4, and also

A right-of-way easement 60' in total width along the line of actual construction of the facilities contained thereon within Section 15: NW/4SE/4, T-27-S, R-70-W.

Containing no more than 250 acres, more or less.

Unless earlier forfeited as hereinafter provided for, this surface lease shall remain in full force and effect for an initial term of twenty years from and after the date of execution hereof.

LESSEE is hereby given the right and privilege of using the above-described lands for all purposes that are or may be deemed necessary or desirable by LESSEE, including, but not limited to, the construction of roads, laying of pipelines, erecting of power lines, building of power stations, telephone lines or microwave towers, deposit of earth and soil removed during construction, construction of compressor plants, dehydration towers, storage tanks and other structures thereon necessary or convenient for the economical operation of said lands alone or conjointly with neighboring lands; and, furthermore, for the maintenance and operation of all the above and all other acts, operations, and construction necessary or convenient to oil and gas field practices and procedures attendant to activities to explore, mine, drill, produce, save, take care of, dehydrate, compress and otherwise process or manufacture and transport all oil, gas, including but not limited to, carbon dioxide gas, casinghead gas and casinghead gasoline produced from the above-described lands or any lands within the federal oil and gas units known as Sheep Mountain Unit and/or Dike Mountain Unit and any expansions or amendments thereto.

The consideration for this surface lease is the payment by LESSEE to LESSOR of an annual rental of Fifty Thousand Dollars (\$50,000.00), payable each year in advance during the term of this lease; provided, however, that the rental for the first year of this lease shall be One Thousand Dollars per week, payable weekly, beginning with the date of execution hereof, with the first ten weeks' rental, being Ten Thousand Dollars, paid upon execution hereof, the receipt of which is hereby acknowledged. Failure to pay any particular rental within sixty (60) days after its due date will give LESSOR the right to declare the forfeiture of this surface lease, which declaration shall be made in writing and delivered to LESSEE while such rental is still in arrears.

LESSOR, furthermore, hereby grants to LESSEE the right and option, but not the obligation, to renew this surface lease for a term of ten additional years from and after the termination of the initial twenty year term. Such option may be exercised by the timely mailing to LESSOR of the rental for

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BOOK 360, PAGE 172

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the twenty first year at the address described below. The rental for each year of the additional term shall be equal to the annual rental for the initial term.

LESSEE may not surrender this surface lease prior to the expiration of the initial term or during renewal term if such term is exercised by LESSEE. All payments due hereunder to LESSOR may be made by LESSEE by mailing to Morris E. Koscove and Carol Koscove at 231 S. Eighth Street, Colorado Springs, Colorado 80905.

LESSEE may not fence more than 50 acres in the aggregate of the subject leased lands, and LESSOR may, if he so desires, graze cattle on the unfenced portions of the subject leased lands. LESSEE shall pay any tax increase attributable to the subject leased lands resulting from the activities of LESSEE. In the event any reservoir of LESSOR becomes silted up due to the activities of LESSEE, LESSEE shall, as soon as may be reasonably practicable and upon written request of LESSOR, clean up and restore said reservoirs.

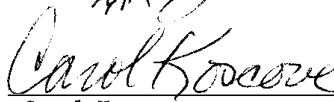
Upon the expiration of any term provided for herein, the LESSEE shall remove all of the structures erected on the demised premises, re-claim the demised premises to the approximate original contour and re-seed the said premises with native grasses or other vegetation in accordance with Bureau of Land Management requirements for the unit areas, but in no event shall LESSEE initiate restoration more than three years beyond the expiration of the initial term hereof or the renewal term if such term is exercised by LESSEE. LESSEE, at its sole option, may leave the gas pipeline in place whereupon ownership thereof shall pass to LESSOR. Upon the request of LESSOR, LESSEE shall leave in place roads constructed upon the demised premises, but shall bear no liability nor responsibility for maintenance or repair of said roads.

All payments herein required to be made shall be considered to be made and LESSEE shall have complied with its obligation in connection therewith when LESSEE has deposited in the mails, properly stamped and addressed, LESSEE'S check or draft payable to the order of LESSOR.

No change in the ownership of the land covered by this surface lease, by purchase or otherwise, shall be binding upon LESSEE until LESSEE shall have been furnished with ^{60 days prior} written notice, postage pre-paid, addressed to its office in Dallas, Texas, of such change, together with a certified copy of the recorded instrument or instruments evidencing such change.

This agreement is binding upon the heirs, personal representatives, successors and assigns of all parties hereto.


Morris E. Koscove


Carol Koscove

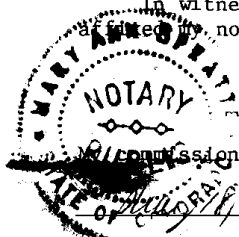
ATLANTIC RICHFIELD COMPANY

By: 
Attorney-in-Fact

STATE OF Colorado)
COUNTY OF Denver) ss.

On this 19th day of March, 1981, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared H. C. Jamison as Attorney-in-Fact of Atlantic Richfield Company to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.



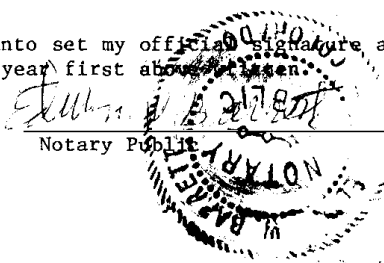
Mary Ann Spratle
Notary Public

My commission expires:

STATE OF Colorado)
COUNTY OF Jefferson) ss.

On this 1st day of March, 1981, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Morris C. Koscove to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.



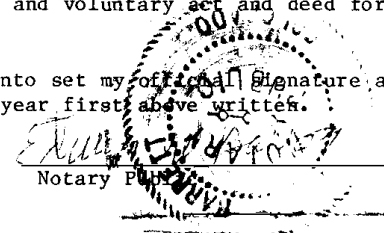
My commission expires:

May 18 1982

STATE OF Colorado)
COUNTY OF Pueblo) ss.

On this 1st day of March, 1981, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carol Koscove to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.



My commission expires:

May 18 1982