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MARJORIE PAGE RECORDER ARAPAHOE COUNTY, CO REC 10.00 DOC .00

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AGREEMENT

STATE OF COLORADO

BOOK 6180 PAGE 494

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ARAPAHOE

This agreement and conveyance is made and entered into this 15th day of March, 1991, to be effective the 1st day of January, 1991, and is by and between TEXACO INC., a Delaware corporation, whose address is P. O. Box 2100, Denver, Colorado 80201, hereinafter referred to as "Assignor," and TEXACO EXPLORATION AND PRODUCTION INC., a Delaware corporation, whose address is P. O. Box 2100, Denver, Colorado 80201, hereinafter referred to as "Assignee."

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has assigned, transferred, sold and conveyed, and does hereby assign, transfer, sell and convey unto Assignee, its successors and assigns, all Assignor's right, title, and interest in and to all of its lands, leases and interests located in Arapahoe County, Colorado, including, but not limited to, the following:

(1) all oil, gas and other mineral properties, rights and undivided interests, including, but not limited to, leasehold, fee, mineral, royalty and overriding royalty interests, payments out of production, net profits, and other rights, including contractual rights to production, and contractual rights providing for the acquisition or earning of any such interest, directly owned by Assignor in whole or in part, hereinafter referred to as "Properties,"

(2) all gas processing facilities, sulphur recovery facilities, gas treating or cleaning facilities, natural gas liquids fractionation facilities, and natural gas liquid storage facilities, together with all gas gathering, compression, booster, and other systems and natural gas liquids pipelines serving said facilities, directly owned by Assignor in whole or in part, hereinafter referred to as "Gas Plants,"

(3) all real, personal and mixed property located on the Properties or Gas Plants sites or used in the operation thereof (whether located on or off such Properties or Gas Plants sites), directly owned or leased by the Assignor in whole or in part, including, without limitation, wells, well equipment, casing, tanks, crude oil, natural gas liquids, condensate or products in storage or in pipelines, boilers, buildings, office furniture, warehouses, yards, tubing, pumps, motors, platforms, shore bases, boats, automotive and other vehicular equipment, radios, fixtures, machinery and other equipment, pipelines, gathering systems, power lines, telephone and telegraph lines, roads, field separation and processing facilities, and all other improvements used in the operation thereof,

(4) (a) all rights, privileges, benefits and powers (including, without limitation, permits, licenses, servitudes, easements, and rights-of-way) conferred upon the Assignor with respect to the use and occupation of the surface of, and the sub-surface depths under, the land covered by and benefitting their respective Properties and Gas Plants sites which may be necessary, convenient or incidental to the possession and enjoyment thereof,


(b) all rights in respect of any pooled or unitized acreage by virtue of any Property being a part thereof, including all production from the pool or unit allocated to any such Property and all interest in any wells within the unit or pool associated with such Property, (c) all rights, options, titles and interests of the Assignor and granting the Assignor the right to obtain or otherwise earn interests with respect to its Properties whether by drilling wells, causing wells to be drilled, payments of money or otherwise, and (d) all tenements, hereditaments and appurtenances belonging to such Properties and Gas Plants,

(5) all gas and natural gas liquids division and transfer orders, gas purchase and sale contracts, natural gas liquids exchange, purchase and sale contracts, natural gas liquids exchange, purchase and sale agreements, surface leases, farm in agreements, farmout agreements, bottom hole agreements, unit agreements, processing agreements, options, lease of equipment or facilities and other contracts, agreements and rights, which are owned by the Assignor, in whole or in part and are (a) appurtenant to the Properties or the Gas Plants, or (b) used or held for use in connection with the ownership or operation of the Properties or the Gas Plants or with the production, sale or disposal of water, hydrocarbons or associated substances,

(6) all other property directly owned or leased by Assignor in whole or in part, whether or not specifically described herein, which is carried by Assignor on its books and records as an exploration or production asset.

Assignor hereby binds itself, its successors and assigns to specially warrant title to the said properties, assets and rights unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof occurring or arising out of occurrences or omissions by, through or under Assignor, but not otherwise.

TEXACO INC.

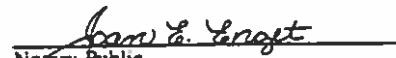

J. K. Hendrickson
Attorney-in-Fact

STATE OF COLORADO
CITY and
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 11th day of June, 1991, by J. K. Hendrickson, as Attorney-in-Fact on behalf of Texaco Inc., a Delaware corporation.

Witness my hand and official seal.




Notary Public
Joan E. Engst
8654 Chase Dr. #333, Arvada, CO 80003
My commission expires: June 27, 1994

This conveyance is made pursuant to a corporate reorganization. Consideration for this conveyance was in the form of a contribution to capital, and no other consideration has or will be paid, nor any debt incurred or assumed as part of the transaction; therefore no real estate transfer taxes are due under CRS Sec. 39-13-102(2)(a).