

RETURN  
Texaco Inc.  
Attn: Delores M. Martindale - 07GDR  
P.O. Box 1650  
Tulsa, Oklahoma 74102

120764

AFFIDAVIT

STATE OF OKLAHOMA     )  
                              ) ss.  
COUNTY OF TULSA     )

B. H. CRIST, of lawful age, being first duly sworn,  
deposes and says:

1. I am an attorney for Texaco Producing Inc., a  
Delaware corporation, and I make this Affidavit for and on behalf  
of the corporation.

2. That on December 31, 1984, C. F. Gee was granted a  
Power of Attorney to act for and on behalf of Texaco Producing  
Inc. (see copy of Power of Attorney attached hereto).

3. That said Power of Attorney has not been revoked  
and remains in full force and effect.

4. That this Affidavit is true and correct to the best  
of my knowledge, information and belief.

B. H. Crist  
B. H. Crist

Subscribed and sworn to before me this 6th day of  
March, 1987.

James J. Weaver  
Notary Public

My commission expires:

7-22-89

SEAL  
Affixed

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That, TEXACO PRODUCING INC., (hereinafter referred to as the "Company") a Delaware corporation, is a subsidiary of Texaco Inc., also a corporation organized and existing under the laws of the State of Delaware.

References herein to "energy/mineral resources" shall include, without limitation, any and all forms of interest in oil, gas (including casinghead gas), sulfur, geothermal resources, coal, helium, oil shale and other energy sources and minerals.

References herein to an "interest" shall include, without limitation, fees, royalty interests, leases, sub-leases, assignments, prospecting and other permits, licenses, easements and generally any agreement which conveys to Texaco Producing Inc. or another a right or privilege with respect to land and/or energy/mineral resources.

The Company acting herein and through J. F. Burns, its Vice President, has and does hereby appoint C. F. Gee and R. G. Wells, of Tulsa, Oklahoma, its true and lawful Attorneys-in-Fact.

The Attorneys-in-Fact shall have the power and authority for, on behalf of, and in the name of the Company (whether for the Company acting alone or for the Company acting jointly with other party or parties) to bid on, apply for, contract for, purchase and acquire, directly or by assignment, interests in lands and energy/mineral resources upon any and all property of every nature and kind, whether privately or publicly owned, including without limitation the submerged lands of the Outer Continental Shelf, and Indian Lands covered by or set out in the various Acts enumerated in Title 25 of the Code of Federal Regulations; to assign, let or sublet any interest in lands or energy/mineral resources; to make, execute, acknowledge and deliver unit, pooling, cooperative, communitization, joint operating or any other agreements with any other person or persons, whether natural or corporate, covering and binding lands and energy/mineral resources belonging to the Company and property of such other person or persons, whether or not under any such agreement the Company is designated as the Operator; to designate as Operator any other person or persons when required or permitted by applicable local, state or federal regulations; to reassign or release and surrender any interest; to cancel or terminate any operating or other agreement; to make agreements whereby the Company recognizes pledges and assignments of rentals and royalties payable under leases or subleases held by it, and agrees to make payment of such rentals or royalties to the pledgees or assignees in accordance with the pledges or assignments; to compromise, compound and agree, by arbitration or otherwise, with respect to any and all disputes, claims or litigation affecting operations, lands, energy/mineral resources and/or any interest therein, whereunder the Company is a party or owns rights with respect thereto, including disputes and litigation involving claims for damages and injuries (including deaths) to property or persons, including property owned by employees of the Company, arising out of or connecting with operations conducted by the Company or others; to contract for the drilling and reworking of wells and all related activities; to undertake, conduct or contract for any and all exploration, development and production activities on or in connection with any energy/mineral resource interest; to contract for the hire and/or the operation of any and all vessels, boats, barges and other floating equipment for use in the exploration for energy/mineral resources or for the production and handling thereof; to contract for the sale of energy/mineral resources or products therefrom, owned by the Company to contract for the processing or treatment of natural gas from wells owned or operated by the Company, and to undertake

or agree to treat or process natural gas from wells owned or operated by the Company and from wells owned or operated by others; to enter into gas storage or deferred production agreements and gas balancing agreements; to agree to pay overriding or other royalties, carried interests or other interests in production measured by the amount or value of energy/mineral resources produced by the Company or others for its account; to sell, lease, exchange or dispose of equipment, materials and supplies which in his opinion are no longer required for use in the business of the Company to grant, acquire or release, in whole or in part, servitudes, easements and rights of way; to grant, bargain, sell, convey and assign any lands, property or other interest belonging to the Company to receive, receipt for and collect such sums of money as may be due and payable to the Company to make, execute, acknowledge and deliver all instruments, contracts, agreements, documents, bonds and affidavits of every nature and kind required in carrying out or incident to carrying out the purposes of this power of attorney, with such terms, covenants and stipulations as they may deem proper or expedient; hereby giving and granting to them the power and authority to do and perform any and all acts and things whatsoever necessary or proper to be done in carrying out the foregoing as fully to all intents and purposes as the Company might or could do if acting directly through its executive officers; hereby ratifying and confirming all that they shall lawfully do by virtue hereof.

The authority herein granted to file offers to lease with respect to Public Domain and Acquired Lands under Group 3100 of Title 43, Code of Federal Regulations is hereby specifically limited to filing such offers for the sole and exclusive benefit of the Company and not in behalf of any other person, in whole or in part, (although, as aforesaid, said Attorneys-in-Fact is authorized to make such filings in the name of the Company, whether for the Company acting alone or for the Company acting jointly with any other party or parties, and except to the extent of making such filings for Texaco Inc. or another of its subsidiaries, if duly empowered). Said Attorneys-in-Fact are hereby specifically authorized to execute all statements of interest and of holdings in behalf of the Company and to execute all other statements required, or which may be required, by the Acts and the regulations relating to oil and gas leasing on the Public Domain and Acquired Lands, and the Company agrees to be bound by such representations of said Attorneys-in-Fact, and waives any and all defenses which may be available to the Company to contest, negate or disaffirm the actions of said Attorneys-in-Fact under this power of attorney. The authorities granted pursuant to this paragraph do not apply to filings made with respect to Outer Continental Shelf leases or operations thereon, nor do they authorize the Attorneys-in-Fact to file for leases on tracts under the Department of Interior's Simultaneous Filing System (43 CFR Subpart 3112) for which Texaco Inc., or another of its subsidiaries, has filed or will file.

C. F. Gee and R. G. Wells shall remain the true and lawful Attorneys-in-Fact of the Company as aforesaid from the date hereof until such time as this instrument has been revoked by proper instrument of revocation.



IN WITNESS WHEREOF, the Company, acting by Jack F. Burns and under its seal has executed this instrument at Houston, Texas, on this 31st day of December, 1984, but effective as of 31 December 1984.

ATTEST:

TEXACO PRODUCING INC.

[Signature]  
Assistant Secretary  
TEXACO

[Signature]  
JACK F. BURNS

STATE OF TEXAS  
COUNTY OF HARRIS

\$  
\$ ss.  
\$

BEFORE ME, the undersigned authority, on this day personally appeared Jack F. Burns, Vice President of Texaco Producing Inc., a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act and deed of the said Texaco Producing Inc., and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31st day of December, 1984.

[Signature]  
Notary Public in and for  
The State of Texas

My Commission Expires:

9-24-86

RECORDED AT THE REQUEST OF  
Texaco Inc.  
BOOK PAGE  
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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEE \$  
120764 8.00

F/K

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