

Joe Cochran

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POA

(3) Any and all other instruments relating to the management, exploration, development or operation of oil, gas and other mineral interests, or any of same, including but not limited to: operating agreements; unit operating agreements; purchase and operating agreements; acreage contribution agreements; dry hole contribution agreements; bottom hole contribution agreements; surface leases, whether the company is lessor lessee; servitudes, easements and licenses, whether the company is grantor or grantee, salt water disposal agreements, whether the company is grantor or grantee; shooting options, whether the company is grantor or grantee; geophysical contracts; housing or camp contracts to house employees, catering contracts and rental agreements; subordination agreements; bonds and indemnity agreements and releases thereof; applications, reports, exhibits and other instruments or documents required or permitted by governmental authorities in connection with the conduct of the

(2) Any and all instruments relating to the pooling or unitization of leasehold, royalty or other interests in oil, gas and other minerals, or any of same, including but not limited to: unitization agreements; community agreements; unit agreements; pooling agreements; pooling declarations or designations; agreements or declarations terminating units; those instruments submitted to or filed with governmental authorities or required pursuant to pooling or unitization statutes, rules and regulations; and notices;

(1) Any and all instruments relating to the acquisition, purchase, ownership, transfer, barter, exchange, sale, conveyance, assignment or disposal of oil, gas and other minerals and royalties, as well as any and all other properties (real, personal or mixed), or any interest therein, including but not limited to: options; purchase agreements; escrow agreements; leases for oil, gas and other minerals, or any of the same, whether company is a lessor or lessee; acceptances of leases and assignments of assignments of leases; lease renewals; lease extensions; exchange agreements; delay rental agreements; royalty agreements; stipulations of interests; shut-in-well royalty or rental agreements; receipts, farmouts or agreements for farmout of leases in whole or in part; assignments, transfers, or conveyances of leases (including assignments of operating rights) in whole or in part; subleases, releases, surrenders, forfeitures, or relinquishments of leases in whole or in part; instruments creating, assigning or otherwise pertaining to royalties, overriding royalty interests, production payments, carried interests, net profit interests, or any of same; easements and right-of-way contracts, whether company is grantor or grantee; bids (sealed or open) at public or private sales or auctions; deeds, leases, assignments or other conveyances of property (real, personal or mixed), or any interest therein whether company is a grantor or grantee; any interest therein whether company is a grantor or grantee; waivers; boundary agreements; affidavits; and notices;

Phillips Petroleum Company, a Delaware corporation with an operating office at Bartlesville, Oklahoma, hereinafter sometimes referred to as the "company", by these presents does make, constitute and appoint J. E. Herndon, with the full authority hereinafter provided, its true and lawful attorney-in-fact for it and in its name, place and stead to enter into, execute, deliver and/or accept in the name of and on behalf of the company in the conduct of the company's usual and ordinary business, anywhere in the United States of America the following described instruments and documents relating to properties, business and interests of the company.

~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~

RECORDING REQUESTED BY

Please Return To:

Phillips Petroleum Company
Contracts Administration
P. O. Box 1967
Houston, TX. 77251-1967

143435

POWER OF ATTORNEY

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business of the Company; storage agreements (above or below ground); and notices;

(4) Instruments modifying, amending, renewing, extending, ratifying, forfeiting, canceling and terminating any and all of the aforementioned types of instruments and documents;

with such terms and conditions as said Attorney-in-Fact shall deem proper and advisable, giving and granting unto said Attorney-in-Fact full and complete power and authority to do and perform any and all acts and things whatsoever necessary and requisite to be done as may be necessary and proper in the premises.

Phillips Petroleum Company hereby declares that each and every act, matter and thing which shall be given, made and done by the said J. E. Herndon in connection with the exercise of any or all of the aforesaid powers shall be as good, valid and effectual to all intents and purposes as if the same had been given, made and done by the said Phillips Petroleum Company in its corporate presence and it hereby ratifies whatsoever said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof. This Power of Attorney shall, unless previously terminated by written revocation, automatically expire and terminate on the fifth anniversary of the date hereof. Such revocation or termination shall not affect the validity of actions undertaken prior thereto.

IN WITNESS WHEREOF, Phillips Petroleum Company has caused its name to be subscribed and its corporate seal to be affixed this 18th day of June, 1962.

WITNESSES:

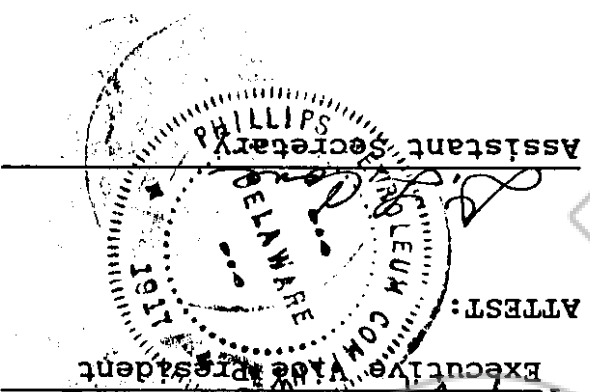
PHILLIPS PETROLEUM COMPANY

Frank L. Brumby

Marcia DeGroot

BY [Signature]
Executive Vice President

ATTEST:



Prepared and Approved by the Office of the General Counsel of Phillips Petroleum Company

[Signature]
Joe Cochran

Assistant General Counsel
P. O. Box 1967
Houston, Texas 77251-1967



Commission Expires: July 11, 1992

Notary Public

Lennie Walker

Before me, a notary public in and for said state on this 18th day of June, 1992 personally appeared C. F. Bottelmann to me known to be the identical person who subscribed the name of Phillips Petroleum Company to the foregoing instrument as its Executive Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

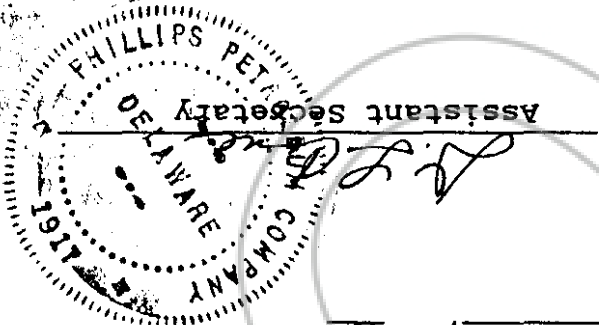
STATE OF OKLAHOMA
COUNTY OF WASHINGTON

ACKNOWLEDGEMENT

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PROXY



I, D. L. Cone, the duly elected, qualified and acting Assistant Secretary of Phillips Petroleum Company, a Delaware corporation, hereby certify that the attached is a full, true and correct copy of a resolution adopted by the Board of Directors of said corporation at a meeting duly held on the 8th day of July, 1935.

I further certify that said resolution has not been amended, canceled or superseded and is in full force and effect as of the date of this certificate.

Given under my hand and the seal of the corporation this 18th day of June, 1932.

C E R T I F I C A T E

PHILLIPS PETROLEUM COMPANY

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REBECCA MARTINEZ
M.N. REBALANCE
COUNTY RECORDER
11-1-5

92 NOV 25 PM 1:42
FEE \$ 17.00

RECORDED IN
OFFICIAL RECORDS
MADERA COUNTY CA

92 33544

BOOK 243 PAGE 92
OFFICIAL RECORDS
RECORDED AT THE REGISTER
Office of Kansas, Sumner County, SS:
Filed for record on the 30th day of
Sept. 1992 at A.D. at \$2.00
Book 243 and recorded in Photo
Book 416 at page 115 Fees \$17.00
EUREKA COUNTY, NEVADA
M.N. REBALANCE
FILE NO. 143435
REBECCA MARTINEZ
COUNTY RECORDER
FEE \$ 17.00

RESOLVED FURTHER, that all such powers of attorney and all the powers and authorities authorized thereunder shall be effective immediately upon their being granted, and they shall continue in full force and effect from and after the date of granting until revoked, or until such specific date of limitation as may be placed in any particular power of attorney.

RESOLVED FURTHER, that the power and authority granted by any such power of attorney to the agent named therein, if such agent is an employee of the company (or a company affiliated therewith) shall not entitle said agent to additional compensation, remuneration or benefits other than that already received and which may hereafter be received by said agent or agents in their respective capacity as an employee of Phillips Petroleum Company (or a company affiliated therewith).

RESOLVED FURTHER, that the general counsel, or any lawyer in the office of the general counsel shall approve all such powers of attorney before they are granted, and such approval will constitute a certification by the legal division that such power of attorney is not inconsistent with the laws under which this company is organized, or inconsistent with the Restated Certificate of Incorporation, the current Bylaws, or any current Resolution of the Board of Directors or the Executive Committee or of any written directive of the chief executive officer and that action taken by the agent named therein pursuant to the powers granted by each power of attorney shall be deemed to be binding on the company.

RESOLVED, that the Chairman of the Board of Directors, the President, any executive Vice President be, and they are hereby authorized and directed, with the advice of counsel, to grant such powers of attorney, general and special, as may be necessary and proper to accomplish the objects and purposes of the company and to thereby authorize and empower one or more individuals or legal entities as the true and lawful representative, agent and attorney of the company, to act for and on behalf of the company and in its name, place and stead and for its use throughout the world, or in any particular area or place, for the specific purposes and with such specific powers as may be, with the advice of counsel, given in any particular grant of such power of attorney.

RESOLUTION

BOARD OF DIRECTORS

PHILLIPS PETROLEUM COMPANY