

**TRIBAL LEASE ASSIGNMENTS**

<b>Lease No.</b>	<b>Date</b>	<b>Date Approved</b>	<b>Assignor</b>	<b>Assignee</b>
Jicarilla Tribal No. 417	03/30/98	05/22/01	Burlington Resources Oil & Gas Company	Taurus Exploration U.S.A., Inc.
Jicarilla Tribal No. 287	06/10/97	03/28/01	Virgil Stoabs & Molly E. Brambelette	Taurus Exploration U.S.A., Inc.
14-20-603-733	08/20/84	04/20/88	EPX Company	El Paso Exploration Company
I-149-Ind-7652	08/10/87	10/13/92	Conoco, Inc.	Atlantic Richfield Company
14-20-603-2022	03/31/87	08/24/92	Mobile Producing Texas & New Mexico, Inc.	Starwood Investments, Inc.
14-20-603-2022	07/25/88	08/24/92	Starwood Investments, Inc.	Atlantic Richfield Company

(BR NM-9457)

JICARILLA APACHE TRIBE  
OIL AND GAS ADMINISTRATION

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

Form JAT-A-1  
(May 1993)

Lease No. Jicarilla Tribal 7417

ASSIGNMENT OF OIL AND GAS LEASE--RECORD TITLE.

WHEREAS, the Secretary of the Interior or his authorized representative has previously approved an oil and gas mining lease dated March 5, 1969, entered into by and between the Jicarilla Apache Tribe as lessor and Southern Union Production Company

as lessee, covering the following described lands within the Jicarilla Apache Indian Reservation in the State of New Mexico:

TOWNSHIP 22 NORTH, RANGE 3 WEST, N.M.P.M.

Section 9: ALL

Section 15: ALL

Section 10: ALL

Section 16: ALL

Containing 2,560.00 acres, more or less Sandoval County, N.M.

See attached Exhibit "A" for Operating Rights

NOW THEREFORE, for and in consideration of Ten and no/100 dollars (\$ 10.00 ) and other valuable consideration, the receipt of which is hereby acknowledged, the owner of record title in the above-described lease,

BURLINGTON RESOURCES OIL & GAS COMPANY

whose

address is Post Office Box 4789, Farmington, New Mexico 87499-4789 (hereafter called the Assignor) hereby assigns, transfers, sells, grants and conveys to

TAHRIS EXPLORATION U.S.A., INC.

whose

address is 2101 Sixth Avenue North, Birmingham, Alabama 35203

(hereafter called the Assignee) the following interest in the record title to said lease:

All Record Title Interest of Burlington Resources Oil & Gas Company

subject to and to be effective from the date of the approval by the Jicarilla Apache Tribe and the Secretary of the Interior or his authorized representative.

Assignor's interest in the lands prior to assignment is:

100%

The interest being transferred is:

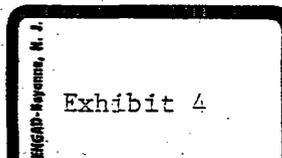
100% of interest owned

The interest being retained by Assignor is:

NONE

Assignor reserves from this assignment an overriding royalty of:

NONE



For the same consideration Assignor covenants with the Assignee, its heirs, successors or assigns that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease on the land described above and all rentals, royalties and other payments due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED this 30 day of March, 19 98 But effective January 1, 1997.

BURLINGTON RESOURCES OIL & GAS COMPANY

By:

John F. Zent  
John F. Zent

(Title) Attorney-In-Fact

ACKNOWLEDGMENT OF CORPORATION

STATE OF New Mexico

COUNTY OF San Juan

On this 30 day of March, 19 98, before me, a notary public in and for the said county and state, personally appeared John F. Zent, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Attorney-In-Fact 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.

Gayle McMoran  
Notary Public

My Commission Expires: May 30, 2001

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, a notary public in and for the said county and state, personally appeared \_\_\_\_\_, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ACCEPTANCE AND ASSUMPTION BY ASSIGNEE

Taurus Exploration U.S.A., Inc. Assignee in the forgoing instrument, accepts the assignment and certifies to the Jicarilla Apache Tribe and the Secretary of the Interior that Assignee agrees to fulfill all the obligations, conditions and stipulations in said described lease and the rules and regulations of the Secretary of the Interior and of the Jicarilla Apache Tribe applicable thereto, and to furnish proper bond as may be required by the Bureau of Indian Affairs guaranteeing faithful compliance with said lease, rules, regulations and this agreement. Assignee hereby assumes full liability under the lease from its inception and assumes all obligations of Assignor related to said lease, rules and regulations and agrees to pay to the Jicarilla Apache Tribe all rental, royalty, other lease payments and/or taxes due the Tribe for any oil or gas produced under said lease, accruing prior to or subsequent to the date of approval of this assignment. No provision of this assignment shall release Assignor from any liability arising prior to the date of approval of this assignment, or shall bar Assignee from collecting from Assignor any amounts paid by Assignee in satisfaction of the rental, royalty, related lease payments or tax obligations for periods prior to the date of approval of this assignment. Assignee certifies it is in compliance with all applicable regulations and authorizing acts.

Taurus Exploration U.S.A., Inc.

By: [Signature]
Joe D. Niederhofer
(Title) General Manager - San Juan

PROOF OF SURETY

\_\_\_\_\_, surety for Assignor on bond accompanying the lease described above, hereby consents to the foregoing assignment and transfer of said lease and agrees that said bond shall remain in force and effect covering obligations of Assignee under this assignment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_

By: \_\_\_\_\_
(Title)

OR

Assignee certifies that it has complied with the bonding requirements in the form of Bond No. U-276-22-27, issued by United Pacific Insurance Co. in the amount of \$150,000.00

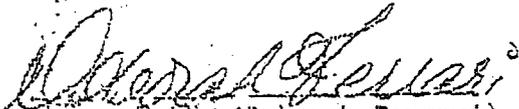
Taurus Exploration U.S.A., Inc.

By: [Signature]
Joe D. Niederhofer
(Title) General Manager - San Juan

ACKNOWLEDGEMENT OF CORPORATION  
(ASSIGNEE)

STATE OF New Mexico  
COUNTY OF San Juan

On this 3rd day of April, 1998, before me, a notary public in and for the said county and state, personally appeared Joe D. Niederhofer, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its General Manager - San Juan 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.

  
Notary Public (Deborah Ferrari)

My Commission Expires: May 8, 2000

ACKNOWLEDGEMENT OF INDIVIDUAL  
(ASSIGNEE)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for the said county and state, personally appeared \_\_\_\_\_, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

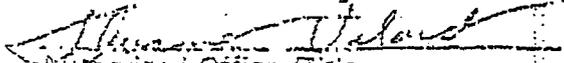
APPROVALS

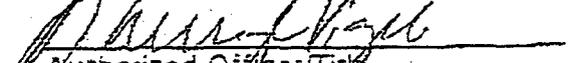
JICARILLA APACHE INDIAN TRIBE

UNITED STATES OF AMERICA

Date Approved: May 2, 2001

Date Approved: 5-22-2001

  
Authorized Officer/Title

  
Authorized Officer/Title

ATTACHMENT TO ASSIGNMENT OF RECORD TITLE  
 JICAPILLA APACHE #417  
 BURLINGTON RESOURCES OIL & GAS COMPANY INTO  
 TAURUS EXPLORATION U.S.A., INC.

BIT "A"

DESCRIPTION OF LANDS	INTEREST OWNED		INTEREST CONVEYED		INTEREST RETAINED		ORRI RETAINED
<b>TOWNSHIP 22 NORTH, RANGE 3 WEST</b>							
Section 10: SE/4 Containing 160.00 Acres, More or Less Sandoval County, New Mexico	100% OPERATING RIGHTS Surface to Base of Pictured Cliffs	100% OPERATING RIGHTS Surface to Base of Pictured Cliffs	NONE	NONE	NONE	NONE	NONE
	100% OPERATING RIGHTS 100' Below Base of Dakota To Center of Earth	100% OPERATING RIGHTS 100' Below Base of Dakota To Center of Earth	NONE	NONE	NONE	NONE	NONE
	3.125% Overriding Royalty Interest - Base of Pictured Cliffs to 100' below Base of Dakota	3.125% Overriding Royalty Interest - Base of Pictured Cliffs to 100' below Base of Dakota	NONE	NONE	NONE	NONE	NONE
	100% OPERATING RIGHTS All Depths	100% OPERATING RIGHTS All Depths	NONE	NONE	NONE	NONE	NONE
Section 10: SW/4 Containing 160.00 Acres, More or Less Sandoval County, New Mexico	100% OPERATING RIGHTS Surface to Base of Pictured Cliffs	100% OPERATING RIGHTS Surface to Base of Pictured Cliffs	NONE	NONE	NONE	NONE	NONE
	100% OPERATING RIGHTS 100' Below Base of Dakota To Center of Earth	100% OPERATING RIGHTS 100' Below Base of Dakota To Center of Earth	NONE	NONE	NONE	NONE	NONE
	3.125% Overriding Royalty Interest - From Base of PC to 100' Below Base of Dakota	3.125% Overriding Royalty Interest - From Base of PC to 100' Below Base of Dakota	NONE	NONE	NONE	NONE	NONE

EXHIBIT "A"  
 ATTACHMENT TO ASSIGNMENT OF RECORD TITLE  
 JICARILLA APACHE #417  
 BURLINGTON RESOURCES OIL & GAS COMPANY, INC.  
 TALFUDS EXPLORATION U.S.A., INC.

DESCRIPTION OF LANDS	INTEREST OWNED	INTEREST CONVEYED	INTEREST RETAINED	ORRI RETAINED
TOWNSHIP 22 NORTH, RANGE 3 WEST				
Section 8: NW/4, SE/4	100% OPERATING RIGHTS	100% OPERATING RIGHTS	NONE	NONE
Section 15: NW/4, SE/4	Surface to Base of Pictured Cliffs	Surface to Base of Pictured Cliffs	NONE	NONE
Section 18: NW/4, SE/4	62.50% OPERATING RIGHTS	62.50% OPERATING RIGHTS	NONE	NONE
Containing 980.00 Acres, More or Less	Below base of Pictured Cliffs	Below Base of Pictured Cliffs	NONE	NONE
Sandoval County, New Mexico				
Section 8: NE/4, SW/4	62.50% OPERATING RIGHTS	62.50% OPERATING RIGHTS	NONE	NONE
Section 15: NE/4, SW/4	All Depths	All Depths	NONE	NONE
Section 18: NE/4, SW/4	62.50% OPERATING RIGHTS	62.50% OPERATING RIGHTS	NONE	NONE
Containing 980.00 Acres, More or Less	All Depths	All Depths	NONE	NONE
Sandoval County, New Mexico				

*Cost B. / ...  
B. 12 1998.2*



# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Jicarilla Agency  
Dulce, New Mexico 87528

*44-9957*

DEPARTMENT OF THE INTERIOR

Real Property  
Management-360

MAY 22 2001

Taurus Exploration U.S.A., Inc.  
Attention: Joe D. Niederhofer  
2198 Bloomfield Highway  
Farmington, New Mexico 87401

Dear Mr. Niederhofer:

Enclosed is your approved original of Oil and Gas Assignment – Record Title, dated March 30, 1998. By this assignment, Burlington Resources Oil & Gas Company is conveying 100% Record Title to Taurus Exploration U.S.A., Inc. in Jicarilla Apache Tribal Number 417, as described below and made a part of the contract.

**CONTRACT NO. 417**

Ownership - Burlington Resources Oil & Gas Company - 100% Record Title

Township 22 North, Range 3 West, N.M.P.M., Sandoval County, New Mexico

- Section 9: All
- Section 10: All
- Section 15: All
- Section 16: All
- 100% Record Title

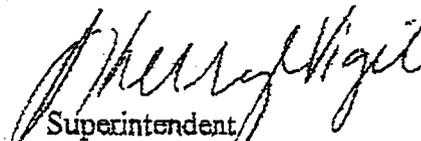
The Assignment of Oil and Gas Lease – Record Title is approved in favor of Taurus Exploration U.S.A., Inc., and approved under the Delegation of Authority "209 DM 8, 230 DM 1, 3 IAM 4, and the Albuquerque Area Addendum Release No. 9401".

The Taurus Exploration U.S.A., Inc./Energen Resources Corporation, Nationwide Bond No. U 278 96 27 issued by United Pacific Insurance Company, will cover operations under this assignment. Please inform your surety of the action taken.

*Rel 6-14*

If you have any questions, please contact Mary E. Cody, Realty Specialist, at (505) 759-3978.

Sincerely,

  
Superintendent

Inclosure

JICARILLA APACHE TRIBE  
OIL AND GAS ADMINISTRATION

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

Form JAT-A-1  
(May 1983)

Lease No. 287

ASSIGNMENT OF OIL AND GAS LEASE--RECORD TITLE.

WHEREAS, the Secretary of the Interior or his authorized representative has previously approved an oil and gas mining lease dated December 3, 19 59, entered into by and between the Jicarilla Apache Tribe as lessor and INTEX OIL COMPANY

as lessee, covering the following described lands within the Jicarilla Apache Indian Reservation in the State of New Mexico:

TOWNSHIP 27 NORTH, RANGE 1 EAST, N.M.P.M.  
Section 21: ALL Section 27: ALL (Fractional)  
Section 22: ALL Section 28: ALL (Fractional)  
Containing 2,110.04 Acres, More or Less Rio Arriba County, N.M.

NOW THEREFORE, for and in consideration of TEN DOLLARS & OTHER CONSIDERATION dollars (\$ 10.00 ) and other valuable consideration, the receipt of which is hereby acknowledged, the owner of record title in the above-described lease,

VIRGIL STOABS (50%) MOLLY E. BRAMBELETTE, CO-TRUSTEE (50%) whose address is 4900 College Blvd. Farmington, NM 87401 (hereafter

called the Assignor) hereby assigns, transfers, sells, grants and conveys to TAURUS EXPLORATION U.S.A., INC. whose

address is 2101 Sixth Avenue North: Birmingham, Alabama 35203 (hereafter called the Assignee) the following interest in the record title to said lease: ALL

subject to and to be effective from the date of the approval by the Jicarilla Apache Tribe and the Secretary of the Interior or his authorized representative.

Assignor's interest in the lands prior to assignment is:  
100% of 8/8THS OF RECORD TITLE

The interest being transferred is:  
100% of 8/8THS OF RECORD TITLE

The interest being retained by Assignor is:  
NONE

Assignor reserves from this assignment an overriding royalty of:  
NONE

Exhibit 5

For the same consideration Assignor covenants with the Assignee, its heirs, successors or assigns that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease on the land described above and all rentals, royalties and other payments due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED this 12<sup>th</sup> day of JUNE, 1997.

MOLLY E. BRAMBELETTE, CO-TRUSTEE  
By: Molly E. Bramblette  
(Title)

VIRGIL STOABS  
By: Virgil Stoabs  
(Title)

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF New Mexico  
COUNTY OF Santa Fe

On this 10 day of June, 1997, before me, a notary public in and for the said county and state, personally appeared Virgil Stoabs **VIRGIL STOABS**, to me known to be the identical person 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 uses and purposes therein set forth.

Ronald K. Richards  
Notary Public

My Commission Expires: 11-6-98

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF New Mexico  
COUNTY OF Santa Fe

On this 10 day of June, 1997, before me, a notary public in and for the said county and state, personally appeared Molly E. Bramblette **MOLLY E. BRAMBELETTE**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Ronald K. Richards  
Notary Public

My Commission Expires: 11-6-98

ACCEPTANCE AND ASSUMPTION BY ASSIGNEE

TAURUS EXPLORATION U.S.A., INC., Assignee in the foregoing instrument, accepts the assignment and certifies to the Jicarilla Apache Tribe and the Secretary of the Interior that Assignee agrees to fulfill all the obligations, conditions and stipulations in said described lease and the rules and regulations of the Secretary of the Interior and of the Jicarilla Apache Tribe applicable thereto, and to furnish proper bond as may be required by the Bureau of Indian Affairs guaranteeing faithful compliance with said lease, rules, regulations and this agreement. Assignee hereby assumes full liability under the lease from its inception and assumes all obligations of Assignor related to said lease, rules and regulations and agrees to pay to the Jicarilla Apache Tribe all rental, royalty, other lease payments and/or taxes due the Tribe for any oil or gas produced under said lease, accruing prior to or subsequent to the date of approval of this assignment. No provision of this assignment shall release Assignor from any liability arising prior to the date of approval of this assignment, or shall bar Assignee from collecting from Assignor any amounts paid by Assignee in satisfaction of the rental, royalty, related lease payments or tax obligations for periods prior to the date of approval of this assignment. Assignee certifies it is in compliance with all applicable regulations and authorizing acts.

TAURUS EXPLORATION U.S.A., INC.

*K.J. Clayton*  
BY: K.J. CLAYTON  
ATTORNEY-IN-FACT

(Title)

PROOF OF SURETY

\_\_\_\_\_, surety for Assignor on bond accompanying the lease described above, hereby consents to the foregoing assignment and transfer of said lease and agrees that said bond shall remain in force and effect covering obligations of Assignee under this assignment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

OR

Assignee certifies that it has complied with the bonding requirements in the form of Bond No. \_\_\_\_\_, issued by \_\_\_\_\_ in the amount of \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

ACKNOWLEDGEMENT OF CORPORATION  
(ASSIGNEE)

STATE OF ALABAMA  
COUNTY OF JEFFERSON

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for the said county and state, personally appeared K.J. CLAYTON, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its ATTORNEY-IN-FACT and acknowledged to me that SHE executed the same as HER 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.

Notary Public

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT OF INDIVIDUAL  
(ASSIGNEE)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for the said county and state, personally appeared \_\_\_\_\_, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires: \_\_\_\_\_

APPROVALS

JICARILLA APACHE INDIAN TRIBE

UNITED STATES OF AMERICA

Date Approved: 2-26-01

Date Approved: 3/24/01

[Signature]  
Authorized Officer/Title

[Signature]  
Authorized Officer/Title

9302565

620 NM 3556

5-154c  
(August 1961)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

LEASE No. 12694900  
CONTRACT No. 14-20-603-733

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior or his authorized representative has heretofore approved  
oil and gas mining lease, dated October 11, 1984,  
entered into by and between Sam Ahkeah, Chairman, Navajo Tribal Council, lessor,  
and Bolack Oil & Gas Co., lessee,

covering the following-described lands in the Navajo Reservation  
(Insert name of Reservation, Public, Nation, etc., as needed)  
in the State of New Mexico:

Township 30 North, Range 16 West

Section 4: All  
Section 5: NW/4, SE/4  
Section 8: NW/4 SE/4

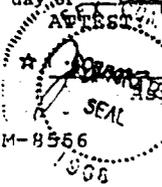
Containing 693.99 acres, more or less, in San Juan County, New Mexico

Now, THEREFORE, for and in consideration of \_\_\_\_\_  
Ten dollars (\$ 10.00), the receipt of which is hereby acknowl-  
edged, the said EPX Company, P.O. Box 1492, El Paso, Texas 79978  
the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys \_\_\_\_\_  
all right, title, and interest in and to said lease,

subject to the approval of the Secretary of the Interior or his authorized representative to \_\_\_\_\_  
El Paso Exploration Company, P.O. Box 1492 of El Paso, Texas  
79978 Said assignment to be effective from date of approval hereby by the Secretary  
of the Interior or his authorized representative.

IN WITNESS WHEREOF, the said assignor has hereunto set its hand and seal, this 20<sup>th</sup>

day of October, 1984  
[Signature]  
Assistant Secretary



EPX COMPANY  
[Signature]  
D. N. Canfield, Vice President

NM-8566

SEP 19 1984

(OVER)

ACKNOWLEDGMENT OF CORPORATION

STATE OF TEXAS
COUNTY OF EL PASO

Before me, a notary public, in and for said county and State on this 20 day of August, 1984 personally appeared D. N. Canfield to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its 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.

MARY E. ASHLEY
Notary Public in and for STATE OF TEXAS
My commission expires By Commission Expires 02-29-89

ACKNOWLEDGMENT OF INDIVIDUAL

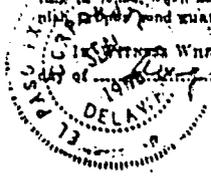
STATE OF
COUNTY OF

Before me, a notary public, in and for said county and State, on this day of 19 personally appeared to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 19 Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish bond guaranteeing a faithful compliance with said lease and this agreement.



Witness my hand and seal this 20 day of August, 1984.

EL PASO EXPLORATION COMPANY

J. G. Luley
Senior Vice President

CONSENT OF SURETY

The of surety for on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at this day of 19



FILED OR RECORDED
BOOK 1159 PAGE 620
SAN JUAN COUNTY, NEW MEXICO

MAR 01 1993

10:36 AM
Clerk
County Clerk
San Juan County

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
APR 20 1988

Area Director

Meredith del

The undersigned hereby certifies that the foregoing is a true copy of the original as the same appears on file in this office".

101017, 111170

8925

William J. Harrison, for  
Akhtar \_\_\_\_\_ Director  
The Navajo Nation-Minerals Dept

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

LEASE No. \_\_\_\_\_  
CONTRACT No. I-149-Ind.-765.  
ARCO NM-5024-001

### ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior or his authorized representative has heretofore approved  
Oil & Gas mining lease, dated October 29, 1947  
entered into by and between Navajo Tribe of Indians, lessor,  
and Byrd-Excess, Inc., lessee,  
covering the following-described lands in the Navajo  
(Insert Name of Reservation, Public, Nation, etc., as desired)  
in the State of New Mexico

Township 31 North, Range 17 West San Juan County  
All Section 15; N/2, SE/4 Section 22;  
S/2, NW/4 Section 23; N/2, SE/4 Section 26

Insofar and only insofar as the lease covers rights from the surface of the earth to the base of the Gallup Formation (1,900').

Now, THEREFORE, for and in consideration of Ten & more  
dollars (\$10.00 & more), the receipt of which is hereby acknowledged, the said Conoco Inc.

the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys All of its  
rights from surface to 1,900' below surface,  
(base of Gallup Formation) right, title, and interest in and to said lease,

subject to the terms and provisions expressed in Attachment 1 hereto, and  
subject to the approval of the Secretary of the Interior or his authorized representative to Atlantic  
Richfield Company of P. O. Box 1610

Midland, Texas 79702. Said assignment to be effective from date of approval hereby by the Secretary of the Interior or his authorized representative.

IN WITNESS WHEREOF, the said assignor has hereunto set \_\_\_\_\_ hand and seal, this 15th  
day of August, 1947

CONOCO INC.  
BY: R. E. Jular JW

(OVER)

ACKNOWLEDGMENT OF CORPORATION

STATE OF K. I. ) ss:  
COUNTY OF 1.00

Before me, a notary public, in and for said county and State on this 10th day of August, 1927 personally appeared N. F. T. C. H. W. to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Attorney in Fact 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.

My commission expires 12 4, 1928 B. H. H. H. H. Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF \_\_\_\_\_ ) ss:  
COUNTY OF \_\_\_\_\_

Before me, a notary public, in and for said county and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires \_\_\_\_\_, 19\_\_\_\_ Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set \_\_\_\_\_ hand and seal this 1st day of March, 1928

ATLANTIC RICHFIELD COMPANY  
M. S. C. H. H.  
Attorney-in-fact

*with 7/1/28  
P. M.*

CONSENT OF SURETY

The \_\_\_\_\_ of \_\_\_\_\_, surety for \_\_\_\_\_ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

RECEIVED  
OCT 15 1928  
Minerals Department

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
OCT 13 1928  
T. R. TIPPECONIC  
Acting Area Director.

APPROVED: Pursuant to Secretarial Redlegation  
Order 209 DM 8 and 230 DM 3.

))

))



The entire right, title, interest, and estate assigned is hereinafter collectively referred to as "Property."

This Partial Assignment and Bill of Sale is made subject to the exceptions, reservations, covenants, and conditions hereinafter set forth:

1. This Partial Assignment and Bill of Sale is made by Assignor and accepted by Assignee without representation of or warranty of title either express or implied and assignor disclaims any warranty of merchantability or fitness for a particular purpose with regard to all personal property, material and equipment hereby assigned and assignee accepts such on an "as is, where is" basis.
2. Assignor excepts from this Partial Assignment and Bill of Sale and reserves to itself all rights, title, interest, and estate not expressly assigned hereby, the rights of ingress and egress, and such other rights and easements under and by virtue of said Property, including the concurrent use of water, as may be necessary or desirable to explore, develop, and operate the retained interest of Assignor in said Property.
3. This Partial Assignment and Bill of Sale is made and accepted, subject to, and Assignee hereby assumes, any and all overriding royalties, payments out of production, net profits obligations and other burdens or encumbrances to which said Property may be subject, INsofar as such overriding royalties, payments out of production, net profits obligations and other burdens and encumbrances cover and affect said Property.
4. Assignee by these presents assumes and agrees fully to perform all of the Assignor's express and implied covenants and conditions under the terms of the Property assigned herein together with all orders and contracts of whatsoever kind to which said Property may be subject, from and after the effective date hereof, including, but not limited to, those as may be set forth in the Assignment Mining Lease.
5. Assignor shall be responsible for all taxes arising from operation of the Property and production therefrom prior to the effective date hereof. Assignee shall be responsible for all taxes arising from operation of the Property and production therefrom after the effective date hereof. Property taxes for the current tax year shall be prorated between Assignor and Assignee as of 12:01 a.m., M.S.T., March 1, 1987. Assignee shall pay and bear all sales taxes, if any, and all documentary transfer taxes relating to the transfer of the Property. Assignee shall promptly cause this Partial Assignment and Bill of Sale to be recorded and shall furnish Assignor with a recorded copy thereof. Assignee shall pay and bear all recording fees and similar costs relative to the Property it acquires.
6. If it becomes necessary to plug and abandon any well(s) covered under this Partial Assignment and Bill of Sale, Assignee, at Assignee's sole risk and expense, will plug and abandon said well(s) in accordance with all local, state and federal rules and regulations, and will restore the premises to the condition they were in prior to the drilling of said well(s). Assignee further agrees to indemnify and hold Assignor harmless from any liability or expense that may become due or payable in connection with any well(s) plugged after the effective date of this Partial Assignment and Bill of Sale, whether or not such liability or expense is incurred as a result of demands made by an authorized regulatory body, or any party or parties claiming to have a vested interest in the subject Property, or otherwise. Assignee shall comply with all bonding requirements imposed by applicable state or federal laws or regulations, including the provisions of N.A. STAT ANN. S 70-2-14. Satisfactory evidence of compliance with such laws or regulations shall be a condition precedent to closing.

7. Assignee accepts said Property subject to all of the express and implied covenants and obligations pertaining thereto. Assignee indemnifies and agrees to respond to, defend, and hold Assignor harmless from and against, any and all demands, claims for damages, and forfeitures made by any person, partnership, corporation, or other legal entity, that are based on any failure, or alleged failure, of Assignee to comply with the express or implied covenants of said Property (including, without limitation, any claims by royalty owners for royalties or additional royalties for production on or after the effective date). Assignee shall further indemnify and agree to respond to, defend, and save Assignor, its officers, directors, and employees, harmless from and against any and all loss, cost (including court costs), expense (including attorneys' fees), and claims for damages (or wrongful death) of every kind and character to persons or property based on, created by, or arising out of or in connection with, or resulting from, the Assignee's ownership or operation of the Property, and by Assignee's contractors or subcontractors, their heirs, personal representatives, successors, and assigns, including without limitation Assignee's assumption of responsibility for plugging and abandonment of all well(s) and reclamation as set forth in Paragraph 7 hereof.

8. This Partial Assignment and Bill of Sale and all rights, reservations, and covenants in connection therewith shall be considered covenants running with the lands and shall inure to and be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns; PROVIDED, HOWEVER, no transfer or encumbrance of any of said Property shall be made unless the same be made expressly subject to this Partial Assignment and Bill of Sale and unless the vendee, assignee, or transferee, shall assume all or the applicable part of the obligations hereunder; PROVIDED, FURTHER, ~~no transfer of any of said Property shall be valid or have any force or effect unless Assignor is~~ furnished with a certified copy of the recorded instrument or order of a competent court evidencing the transfer of ownership. The address for the giving of all notices required hereunder, until changed by written notice to the same address, shall be as follows:

## ASSIGNOR:

Conoco Inc.  
726 East Michigan  
Box 460  
Hobbs, New Mexico 88240

## ASSIGNEE:

Atlantic Richfield Company  
P.O. Box 1610  
Midland, Texas 79702

9. Assignee shall comply with all applicable laws, ordinances, rules, and regulations and shall promptly obtain and maintain all permits required by public authorities in connection with the Property.
10. As part of the consideration for the execution and delivery of this instrument by Assignor, Assignee agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence this agreement.

TO HAVE AND TO HOLD the Property granted, bargained, sold, conveyed, transferred; assigned and delivered as aforesaid unto Assignee, Assignee's successors and assigns, subject to the matters set forth herein; PROVIDED, HOWEVER, THIS PARTIAL ASSIGNMENT AND BILL OF SALE IS MADE AND ACCEPTED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES RELATING TO (i) TITLES TO THE SUBJECT PROPERTY AND (ii) THE CONDITION OR MERCHANTABILITY OF THE SUBJECT PROPERTY OR THE FITNESS OF THE SUBJECT PROPERTY FOR A PARTICULAR PURPOSE OR PURPOSES. ASSIGNEE HAS INSPECTED THE SUBJECT MATERIAL, EQUIPMENT AND PERSONAL PROPERTY AND ACCEPTS THE SAME "AS IS, WHERE IS;" Provided, Further, this Partial Assignment and Bill of Sale is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect to the subject Property or any part thereof insofar as such covenants and warranties extend beyond the effective date hereof.

EXECUTED this 1st day of August, 1987, but EFFECTIVE the 1st day of March, 1987, 7:00 a.m. M.S.T.

ASSIGNOR:

ATTEST:

CONOCO INC.

By: *David L. Wacker*  
Its: \_\_\_\_\_

ASSIGNEE:

ATTEST:

ATLANTIC RICHFIELD COMPANY

By: *Paul S. Ciglia* *WMS PSM*  
Its: Attorney-in fact

FILED OR RECORDED  
BOOK 1153 PAGE 892  
SAN JUAN COUNTY, NEW MEXICO

OCT 22 1992

3:00 PM

*Paul S. Ciglia*  
COUNTY CLERK  
DEPUTY *Paul S. Ciglia*  
REG. NO. 9335 / 10/23/87

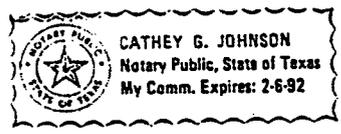


STATE OF TEXAS <

COUNTY OF MIDLAND <

Before me, CATHEY G. JOHNSON, a notary public duly commissioned, qualified and acting, in and for said County and State, on this day personally appeared the within named M.S. Giglio, to me personally known to be the identical person whose name is subscribed to the foregoing instrument, and personally known to me to be the Attorney-in-FACT of ATLANTIC RICHFIELD COMPANY a Delaware corporation the corporation described in and that executed the within instrument, and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said corporation, as of the day and year therein mentioned, that they were duly authorized in their capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and that said corporation executed the same.

Given under my hand and official seal, this 3rd day of March, 1987.



Cathey G. Johnson  
Notary Public

My Commission Expires:

\_\_\_\_\_

THE STATE OF nm  
COUNTY OF Lea

BEFORE ME, the undersigned authority, on this day personally appeared D. L. Wacker, Attorney in Fact of Conoco Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of Jan., 1988.

Barbara Holmes  
BARBARA HOLMES  
Notary Public, State of New Mexico

County, Lea

My Commission Expires:  
12-9-90

The undersigned hereby certifies that the foregoing is a true copy of the original as the same appears on file in this office.

LEASE No. NM-2925 848

CONTRACT No. 14-20-603-2022

Acting Paul W. Underwood UNITED STATES  
Area Real Property Management Office DEPARTMENT OF THE INTERIOR  
Navajo Area Office, Window Rock, Arizona BUREAU OF INDIAN AFFAIRS

9213600

### ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior or his authorized representative has heretofore approved  
Oil and Gas mining lease, dated December 4, 1956

entered into by and between Navajo Tribe of Indians, lessor,  
and Magnolia Petroleum Company, lessee,

covering the following-described lands in the Navajo Reservation  
(Insert name of Reservation, Public Nation, etc., as needed)  
in the State of New Mexico, County of San Juan: Tract No. 140; T-31-N, R-17-W, New  
Mexico Principal Meridian (unsurveyed); Section 13 - All; Section 14 - All; Section  
23 - NE/4; Section 24 - N/2; totalling approximately 1,760 acres, more or less

Now, THEREFORE, for and in consideration of Thirty-five thousand and no/100-----

dollars (\$ 35,000.00), the receipt of which is hereby acknowl-  
edged, the said Mobil Producing Texas & New Mexico Inc.

the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys  
all of its right, title, and interest in and to said lease,

subject to the approval of the Secretary of the Interior or his authorized representative to Starwood  
Investments Inc. of 29713 Troutdale Scenic

Dr., Evergreen, CO 80439 Said assignment to be effective from date of approval hereby by the Secretary  
of the Interior or his authorized representative.

IN WITNESS WHEREOF, the said assignor has hereunto set their hand and seal, this 31st  
day of March, 1957

[Signature]  
Mobil Producing Texas and New Mexico, Inc., Formerly  
Magnolia Petroleum Company  
Attorney-in-Fact

791-424-92

ACKNOWLEDGMENT OF CORPORATION

STATE OF Texas  
COUNTY OF Harris ) ss:

Before me, a notary public, in and for said county and State on this 31st day of March, 1988, personally appeared T. L. Crouch to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Attorney-in-Fact 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.

My commission expires November 5, 1988

Violet Joyce Powell  
Violet Joyce Powell, Notary Public.

848-A  
FILE COPY  
8/24  
Acting Underwood 8/24

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

Before me, a notary public, in and for said county and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires \_\_\_\_\_, 19\_\_\_\_

Notary Public

791-424-92

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set \_\_\_\_\_ day of July, 1988

his hand and seal this 22nd day of \_\_\_\_\_, 19\_\_\_\_  
Starwood Investments, Inc.  
R. Haydn Silleck  
R. Haydn Silleck  
President

CONSENT OF SURETY

The \_\_\_\_\_, of \_\_\_\_\_, surety for \_\_\_\_\_ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease, as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

APPROVED: Pursuant to Secretarial Delegation Order 209 DM 8 and 230 DM 3.

August 24, 1982  
[Signature]  
ACTING Area Director  
GPO 820-672

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

EVIDENCE OF AUTHORITY OF OFFICERS TO EXECUTE PAPERS

(To be sworn to by secretary or president of a corporation and sealed with its seal)

I solemnly swear that R. Haydn Silleck and  
\_\_\_\_\_ were on the 22<sup>nd</sup> day  
of July, 1988, the duly elected, qualified, and acting president, and secretary,  
respectively, of Starwood Investments, Inc.

a corporation organized under the laws of Colorado on which day they  
executed Oil & Gas mining \* Assignment for and in behalf of said cor-  
poration, covering certain Trust or Restricted Indian lands on the Navajo  
Reservation, in the State of New Mexico; that they were fully empowered to execute said  
instrument and all papers in connection therewith, and that their action in executing the same binds the  
said corporation to full performance of all obligations thereunder.



(print name) MARY D. SILLECK  
\_\_\_\_\_ Secretary  
(Title)  
Mary D. Silleck

This 25<sup>th</sup> day of July, 1988

Subscribed and sworn to before me this 25<sup>th</sup> day of July, 1988



(Signed) Katherine A. Knorr  
\_\_\_\_\_ Notary Public  
(Title)  
Commission Expires: 21 October 1991

\* Indicate whether lease, bond, or assignment.

791-424-92



ACKNOWLEDGMENT OF CORPORATION

851A

STATE OF Colorado )  
COUNTY OF Jefferson ) ss:

Before me, a notary public, in and for said county and State on this 25<sup>th</sup> day of July, 1988 personally appeared R. Hayden Silleck to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its 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.

My commission expires 21 Oct 1991 Karoline A. Knapp Notary Public.



ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF Colorado )  
COUNTY OF Jefferson ) ss:

Before me, a notary public, in and for said county and State, on this 25<sup>th</sup> day of July, 1988 personally appeared R. HAYDON SILLECK

to me known to be the identical person 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 uses and purposes therein set forth.

My commission expires \_\_\_\_\_ 19\_\_\_\_ Karoline A. Knapp Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set its hand and seal this 6<sup>th</sup> day of December, 1991

ATLANTIC RICHFIELD COMPANY

J. R. Thompson  
J. R. Thompson  
Attorney-in-Fact

CONSENT OF SURETY

The \_\_\_\_\_, of \_\_\_\_\_, surety for \_\_\_\_\_ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

APPROVED: Pursuant to Secretarial Redlegation Order 209 DM 8 and 230 DM 3.

August 24, 1992  
[Signature]  
ACTING Area Director

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

EVIDENCE OF AUTHORITY OF OFFICERS TO EXECUTE PAPERS

(To be sworn to by secretary or president of a corporation and sealed with its seal)

I solemnly swear that R. Haydn Silleck and  
\_\_\_\_\_ were on the 25<sup>th</sup> day  
of July, 1988, the duly elected, qualified, and acting president, and secretary,  
respectively, of Starwood Investments, Inc.

\_\_\_\_\_ a corporation organized under the laws of Colorado on which day they  
executed Oil & Gas mining \* Assignment for and in behalf of said cor-  
poration, covering certain Trust or Restricted Indian lands on the Navajo  
Reservation, in the State of New Mexico; that they were fully empowered to execute said  
instrument and all papers in connection therewith, and that their action in executing the same binds the  
said corporation to full performance of all obligations thereunder.



(print name) MARY D. SILLECK  
Secretary  
Mary D. Silleck

This 25<sup>th</sup> day of July, 1988

Subscribed and sworn to before me this 25<sup>th</sup> day of July, 1988



(Signed) Katherine A. Knapp  
Katherine A. Knapp  
(Title)  
Commission Expires: 31 October 1991

[GENERAL]

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That ATLANTIC RICHFIELD COMPANY, a corporation duly organized under the laws of the State of Delaware, does hereby make, constitute and appoint for a term commencing on the date hereof and expiring on May 31, 1992, J. K. THOMPSON, its true and lawful attorney for it and in its name and behalf to execute any contract, agreement, release, assignment, lease, conveyance, deed, transfer of real or personal property and any other instrument, in the name and on behalf of ATLANTIC RICHFIELD COMPANY, which he may deem necessary or proper in connection with the business of ATLANTIC RICHFIELD COMPANY. The said J. K. THOMPSON, as Attorney in Fact, is empowered to execute, acknowledge and deliver any such instruments or documents as fully as if special authority had been granted in each particular case by the Board of Directors of ATLANTIC RICHFIELD COMPANY.

EXECUTED as of the 21st day of May, 1990.

ATTEST:

ATLANTIC RICHFIELD COMPANY

James R. Coffey  
James R. Coffey  
Assistant Secretary

By James A. Middleton  
James A. Middleton  
Executive Vice President

FILED OR RECORDED  
BOOK 1153 PAGE 851  
SAN JUAN COUNTY, NEW MEXICO

OCT 22 1992

7:45 AM

Case  
COUNTY CLERK

DEPUTY Tom K...  
REC. 203774/1153 # 2502



I, JAMES R. COFFEE, Assistant Secretary of ATLANTIC RICHFIELD COMPANY, a Delaware corporation, do hereby certify that the following is a true copy of a Power of Attorney executed on May 21, 1990, in favor of J. K. THOMPSON, by ATLANTIC RICHFIELD COMPANY, a Delaware corporation, acting by and through its authorized officers, JAMES A. MIDDLETON, Executive Vice President, and JAMES R. COFFEE, Assistant Secretary.

POWER OF ATTORNEY

[GENERAL]

KNOW ALL MEN BY THESE PRESENTS:

That ATLANTIC RICHFIELD COMPANY, a corporation duly organized under the laws of the State of Delaware, does hereby make, constitute and appoint for a term commencing on the date hereof and expiring on May 31, 1992, J. K. THOMPSON, its true and lawful attorney for it and in its name and behalf to execute any contract, agreement, release, assignment, lease, conveyance, deed, transfer of real or personal property and any other instrument, in the name and on behalf of ATLANTIC RICHFIELD COMPANY, which he may deem necessary or proper in connection with the business of ATLANTIC RICHFIELD COMPANY. The said J. K. THOMPSON, as Attorney in Fact, is empowered to execute, acknowledge and deliver any such instruments or documents as fully as if special authority had been granted in each particular case by the Board of Directors of ATLANTIC RICHFIELD COMPANY.

EXECUTED as of the 21st day of May, 1990.

ATTEST:

ATLANTIC RICHFIELD COMPANY

/s/ James R. Coffee  
James R. Coffee  
Assistant Secretary

By /s/ James A. Middleton  
James A. Middleton  
Executive Vice President

I further certify that such Power of Attorney remains in force and effect as of the date of this certification.

WITNESS MY HAND AND SEAL this 22nd day of May, 1990.

James R. Coffee  
James R. Coffee  
Assistant Secretary  
Atlantic Richfield Company  
a Delaware corporation