

LIMITED POWER OF ATTORNEY

The undersigned, RSE Partners-I, L.P. (the "Partnership"), 9000 North Broadway, Oklahoma City, Oklahoma 73114, hereby constitutes and appoints RICKS EXPLORATION, INC., an Oklahoma corporation, located at 3000 Oklahoma Tower, 210 Park Avenue, Oklahoma City, Oklahoma 73102 (the "Attorney-in-Fact"), its true and lawful attorney-in-fact and agent, with full power and authority, in its name, and on its behalf, to do the following insofar as the same relate to the Partnership's oil and gas properties (the "Properties") described in Exhibit A hereto:

- 1.To execute and deliver any Authorization for Expenditure ("AFE") which authorizes the Partnership's share of expenditures therein up to \$50,000, net to the Partnership's interest for any single capital project;
- 2.To execute and deliver any drilling contracts, surface damage agreements, salt water disposal agreements, agreements for dehydration, compression or other processing or treatment, seismic surveys and/or other similar service agreements, incident to the development and/or operation of oil and gas, in each case with respect to (i) AFEs less than or equal to \$50,000 signed hereunder by the Attorney-in-Fact, and (ii) AFEs more than \$50,000 signed by the Partnership;
- 3.To execute letters and/or affidavits reflecting pooling elections under pooling orders and/or elections under joint operating agreements, by which the Partnership participates or decides not to participate in oil and/or gas development projects with respect to (i) drilling or other development proposals where the Partnership's share of expenditures therein would be less than or equal to \$50,000, as evidenced by an AFE signed by the Attorney-in-Fact hereunder, and/or (ii) drilling or other development proposals where the Partnership's share of expenditures therein would be more than \$50,000, as evidenced by an AFE signed by the Partnership;
- 4.To execute contracts with vendors for goods and services and leases with lessors for goods and services requiring payments by the Partnership of sums not in excess of \$50,000 during the term of the contract or lease and, upon prior written approval of the Partnership, to execute such contracts and leases requiring payments by the Partnership of sums in excess of \$50,000 during the term of the contract or lease;
- 5.To execute and deliver division orders, transfer orders and letters-in-lieu of transfer orders, affidavits, stipulations or similar instruments and revisions or ratifications thereto, as to the Partnership's interest in any Property;
- 6.To execute and deliver any gas contracts, agreements to market the Partnership's gas, gas marketing and/or gathering agreements or similar instruments including affidavits, as well as revisions or ratifications thereto, so long as such agreements can be terminated on 30 days written notice;
- 7.To receive, endorse and deposit any and all checks and other instruments for payment of revenues and proceeds of production from the Properties; to open and maintain bank accounts in the name of the Partnership, sign checks, make deposits and withdrawals and take any other



actions with respect to any such accounts;

8.To consummate any sale, farmout or other disposition of any of the Properties, or any portion thereof not in excess of \$50,000, net to the Partnership's interest, and to execute and deliver in connection therewith any assignments, deeds, bills of sale or other conveyance documents;

9.To execute and deliver change in operator forms, and other state or regulatory permits and forms required of an operator of oil and gas wells within the states where the Properties are situated; and

10.To execute and deliver any and all state and federal reporting and compliance forms or similar agreements, as to the Partnership's operations and interests in any property or well located in the states where the Properties are situated.

This Power of Attorney shall be effective as of March 9, 2000 and remain in full force and effect until revoked in writing by the Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney on behalf of the Partnership this 9th day of March, 2000.

RSE PARTNERS-I, L.P.

By

Opubco Energy, Inc., General Partner



By

E. K. Gaylord II, President

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 9th day of March, 2000, by E.K. Gaylord II, President of Opubco Energy, Inc., the general partner of RSE Partners-I, L.P..

My Commission Expires:

4/28/2000
(SEAL)




Notary Public