

**SPECIAL POWER OF ATTORNEY**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Tarrant

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THAT I, DEBRA GILLESPIE MILLER, do hereby appoint HILARY G. GEORGE, of Tarrant County, Texas, my true and lawful attorney-in-fact, with full power of substitution to act in my name, place and stead and on my behalf to do and execute all or any of the following acts, deeds and things, to-wit;

(1) To exercise, do or perform any act, right, power, duty, or obligation whatsoever that I now have or may acquire the legal right, power or capacity to exercise, do, or perform in connection with, arising out of, or relating to any interest in oil, gas or other minerals which I may now or hereafter own (collectively called the "Mineral Interests").

(2) To ask, demand, sue for, recover, collect, receive and hold and possess all sums of money, debts, dues, goods, wares, merchandise, chattels, effects, bonds, notes, checks, drafts, accounts, deposits, safe deposit boxes, legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, stock bonus plan and profit-sharing plan benefits, stock options, insurance benefits and proceeds, documents of title, choses in action, personal and real property, tangible and intangible property and property rights, and demands whatsoever, liquidated or unliquidated, and things of whatsoever nature or description which now are or hereafter shall be or become due, owing, payable or belonging to me in connection with the Mineral Interests, and upon receipt thereof or of any part thereof to make, sign, execute, and deliver such receipts, releases or other discharges for the same as my said attorney shall think fit or be advised.

(3) To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching the Mineral Interests or any part thereof; and to have, sue and take all lawful ways and means and legal and equitable remedies, procedures and writs in my name for the collection, recovery of any item or matter in connection with the Mineral Interests and to compromise, settle and agree for the same and to make, execute and deliver for me and in my name all endorsements, acquittances, releases, receipts or other sufficient discharges for the same.

(4) To negotiate and make oil, gas, and other mineral leases covering the Mineral Interests; to pool and unitize any part or all of the Mineral Interests with lands, mineral leaseholds, mineral, royalty, or other interests of any persons or entities for the purpose of developing and producing oil, gas, and other minerals therefrom, and to make leases or assignments granting to the lessee or assignee the right to pool and unitize; to enter into contracts and agreements for, and to conduct, seismic evaluation operations and exploration operations of every nature; to enter into contracts and agreements for or in respect of the installation and operation of plants or other facilities

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for the cycling, repressuring, processing, or other treating or handling of oil, gas, and other minerals; to drill or contract for the drilling of wells for oil, gas, and other minerals; to contract for and make "dry hole" and "bottom hole" contributions of cash, lease acreage, or other interests toward the drilling of wells; to purchase oil, gas and other mineral leases, lease acreage, or other interests, for any type of consideration, including farmout agreements, requiring the drilling or reworking of wells or participation therein; to enter into farmout contracts or agreements committing me to assign oil, gas, and other mineral leases or interests therein in consideration for the drilling of wells or other oil, gas, and mineral operations; to negotiate the transfer of, and to transfer, oil, gas, and other mineral leases or interests therein for any consideration (such as retained overriding royalty interests of any nature, drilling or reworking commitments, or production interests); to execute and enter into any and all contracts, conveyances, and other agreements or transfers deemed necessary or desirable to carry out the powers granted hereby, including the power to enter into and execute division orders, oil, gas, and other hydrocarbon sales contracts, exploration agreements, processing agreements, and other contracts relating to the processing, handling, treating, transporting, and marketing of oil, gas, and other mineral production, and to receive and receipt for the proceeds thereof.

(5) To sell, at public or private sale, contract to sell, mortgage, encumber, pledge, grant a security interest in, exchange, lease or rent for any term, including credit, grant options to purchase or otherwise dispose of any or all of the Mineral Interests, whether such Mineral Interests be owned as community property, in joint tenancy, tenancy by the entireties, tenancy in common or in any other manner or capacity, and in my name, or jointly with any other party or parties, including my attorney-in-fact, on such terms, conditions and considerations as my attorney-in-fact shall deem proper; to sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind and nature, as may be necessary or convenient, containing such terms and conditions, and such warranties and covenants, if any, as my said attorney-in-fact shall deem advisable and further to waive, release, relinquish and convey all rights or interests to which I may at any time be entitled in connection with the Mineral Interests.

(6) To manage, utilize, conserve, alter or improve any of the Mineral Interests, and to protect the same by action, proceeding or otherwise.

(7) To engage in and actively transact any and all lawful business of whatever nature or kind for me and in my name in connection with, arising out of, or relating to the Mineral Interests.

(8) To enter into contracts relating to the Mineral Interests.

(9) To sign, endorse, execute, acknowledge, deliver, receive and possess such applications, contracts, agreements, options, covenants, deeds, conveyances, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and

  
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deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, judgment liens, security agreements, and other debts and obligations, and other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

(10) To assign and convey all or any part of the Mineral Interests into such trust or trusts as my attorney shall deem proper and irrespective of whether said trust is now in existence or hereinafter established. My attorney shall be authorized to establish any such trust, on such terms as my attorney shall deem to be in my best interests.

(11) To deposit any moneys which may come to me or my attorney as such attorney in connection with the Mineral Interests with any bank or other financial institution or other person either in my or my attorney's own name, and to employ or expend as my attorney shall think fit any of such money or any other money to which I am entitled which now is or shall be so deposited; without limiting the foregoing, to withdraw, in the payment of any debts, or interest payable by me, or taxes, assessments; insurance, and expenses due and payable or to become due and payable on account of the Mineral Interests, or in or about any of the purposes herein mentioned.

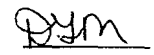
(12) To borrow any sum or sums of money in connection with the Mineral Interests on such terms and with such security in the Mineral Interests of other assets held by my attorney hereunder as my attorney may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, deeds of trust, security agreements, and other instruments which may be necessary or proper.

(13) To engage, employ, and dismiss any agents, clerks, employees, attorneys-at-law, accountants, investment advisors, custodians, independent contractors, or other persons in and about the performance of these presents as my attorney shall think fit.

(14) To vote at the meetings of stockholders or other meetings of any corporation or company, or otherwise to act as my attorney or proxy in respect of any stocks, shares, bonds, or other instruments now or hereafter held by me in connection with the Mineral Interests, and for that purpose to execute any proxies or other instruments.

(15) To modify, reform, renegotiate or rescind any contract or obligation heretofore or hereafter made by me or in my behalf in connection with the Mineral Interests.

(16) In general, to do all other acts, deeds, matters and things whatsoever in connection with the Mineral Interests, or to concur with persons jointly interested with myself therein in doing all acts, deeds, matters, and things herein, either particularly or generally described, as fully and effectually to all intents and purposes as I could do in my own person if personally present and competent.

  
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**Special Power.** This instrument is to be construed and interpreted as a special power of attorney relating to the Mineral Interests.

**Revocation of Prior Powers of Attorney.** This special power of attorney revokes any previous powers of attorney granted by me. This special power of attorney may be voluntarily revoked only by my written revocation entered of record in the offices of the County Clerk of Tarrant County, Texas.

**Durable Power Attorney.** This power of attorney shall not terminate on the physical or mental disability of the principal.

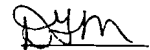
**Bond and Fees.** No attorney-in-fact shall be obligated to furnish bond or other security. No attorney-in-fact, nor any successor, shall be entitled to compensation for services rendered.

**Limitation on Power.** Any authority granted to my attorney herein shall be limited so as to prevent this power of attorney from causing my attorney to be taxed on my income and from causing my estate to be subject to a general power of appointment by my attorney, as that term is defined in Section 2041 of the Internal Revenue Code, as the same may be amended from time to time.

**Ratification and Indemnify.** I hereby ratify and confirm all that my attorney-in-fact, or his successors, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers granted herein. I hereby indemnify and hold harmless any third party who accepts and acts under this power of attorney, unless revoked by me in the manner stated above, against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which such third party may incur in connection with his reliance on this power of attorney.

I hereby bind myself to indemnify and hold harmless my attorney-in-fact and any successor who shall so act against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my attorney at any time may sustain or incur in connection with his carrying out the authority granted him in the power of attorney.

**Effect of My Death.** My death shall not revoke or terminate this agency as to the attorney-in-fact, agent or other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives. An affidavit, executed by the attorney-in-fact or agent stating that he does not have, at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation or termination of this power of attorney,

  
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is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time.

IN WITNESS WHEREOF, I hereunto set my hand this 3<sup>rd</sup> day of February, 2010, in the presence of the undersigned witnesses at my request.

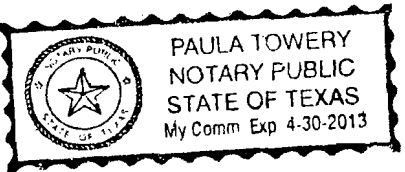
Debra Gillespie Miller  
DEBRA GILLESPIE MILLER

THE STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT       §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DEBRA GILLESPIE MILLER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3<sup>rd</sup> day of February, 2010.

Paula Towery  
Notary Public - State of Texas



On this 3rd day of February, 2010, DEBRA GILLESPIE MILLER requested us, the undersigned witnesses, each being eighteen (18) years of age or older, to act as witnesses to her signature on the foregoing Special Power of Attorney. We do hereunto subscribe our names as witnesses at the request and in the presence of her, and in the presence of each other, acknowledging that the foregoing instrument was signed by her in our presence.

Merrill Shea Melancon  
WITNESS

3714 Reid River Drive #935  
FORT WORTH, TEXAS 76116  
Residence Address

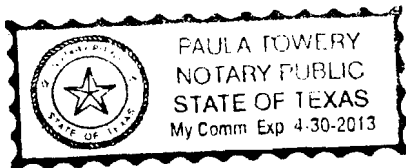
Darlene Carter  
WITNESS

6125 Mackreel Trail  
Fort Worth, TX 76148-3614  
Residence Address

THE STATE OF TEXAS                   §  
   §  
COUNTY OF Tarrant                   §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Merrill Shea Melancon and Darlene Carter, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of February, 2010.



Paula Towery  
Notary Public - State of Texas