

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT:

BP Exploration & Production Inc. (the “**Company**”), a corporation organized and existing under the laws of the State of Delaware, United States of America, hereby makes, constitutes and appoints:

Melanie B. Bell
Kemper Howe
Richard Morrison
David G. Peterson
Jay C. Thorseth
Cindy Yeilding

or any of them, its true and lawful attorneys, for it and in its name and behalf and for the sole and exclusive benefit of Company to execute and deliver any and all of the following instruments requiring execution and delivery in the name of the Company:

1. oil, gas and mineral leases and assignments of same and all applications and offers therefor or any interest therein;
2. all statements of interest and holdings and any other necessary statements which are or may be required by the federal leasing statutes and regulations of the United States of America in respect thereof;
3. contracts for and pertaining to the development or operation of oil, gas and mineral lands and leases or of any interest therein;
4. contracts for and pertaining to the sale, purchase, processing, treating, gathering, transporting, compression, acquisition, disposition, and exchange of all crude oil, natural gas, casinghead gas, natural gas liquids, petroleum products, sulfur and chemicals, or any other products;
5. unitization agreements and declarations, plans of development; designation of participating areas; drilling, construction, installation, operation and maintenance contracts relating to any and all wells, systems, plants, pipelines, structures, buildings, equipment, articles, vehicles and vessels and any other things not herein specifically mentioned;
6. farmout contracts, transfer and division orders; mineral and royalty deeds; conveyances, easements and right-of-way deeds, leases, subleases, releases, mortgages, pledges, deeds of trust and bailments of real and personal property, or of any interest therein, contracts for making dry-hole and bottom-hole contributions;
7. contracts and licenses pertaining to railroad right-of-way crossings of pipelines and electric power lines;
8. affidavits concerning the drilling of wells and of production;
9. applications, bids, and offers for oil, gas, and mineral leases, government permits, priorities and allocations, or for the approval of assignments or releases of oil, gas and mineral leases or interests therein, or of operating, royalty or other contracts described herein;
10. settlement agreements, releases of claims or causes of action or litigation;
11. contracts, applications, bids, offers, bonds, permits, and all other instruments with the United States Government or any agency thereof, and the states and territories of the United States of America, or agencies thereof;
12. lease bonds, operator's bonds, bonds on communitization agreements, consents of surety, and agreements indemnifying sureties on such bonds.

and TOGETHER with full power and authority to execute any amendments, modifications, supplements, releases, renewals, extensions, cancellations, assignments and transfers of and pertaining to any of the instruments herein set forth, and to supply all things necessary or desirable to enable the Company to acquire, handle, maintain, extend, perpetuate, transfer or dispose of any and all rights created or evidenced by such instruments or to conduct, engage in and transact any and all lawful business of whatever nature or kind on behalf of the Company; with full force and effect as if authority had been granted in each particular case by the Board of Directors of this Company, hereby expressly ratifying and confirming any and all acts heretofore performed under and by virtue of the powers and authority hereby conferred.

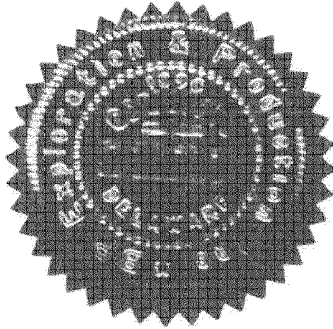
Not by way of limitation, but by way of confirmation, the powers and authority hereby conferred shall include any and all of the above-described instruments and rights which may cover or pertain to lands of the United States of America or any state or territory thereof; or oil, gas, and mineral rights owned by the United States of America or any state or territory thereof; or Tribal and Allotted Indian Lands Company hereby agrees to be bound by all acts and representations of said named persons and each of them, done or made pursuant to the power and authority herein granted and waives all defenses to disaffirm or negate all actions performed by them, or any of them pursuant hereto.

Company represents and warrants that there is not now any agreement or understanding, oral or written, between it and said named persons and each of them, and that it will not during the term hereof enter into any agreement or understanding with them, or any of them, whereby they, or any of them, acquire or will acquire in any manner whatsoever, any interest in any oil, gas, or mineral lease or any application or offer therefor, or any assignment thereof, executed by them, or any of them, as attorney for Company pursuant to the power and authority granted herein. Further, the power and authority granted herein is subject to the specific limitation that the exercise thereof shall be for the sole and exclusive benefit of Company pursuant to the power and authority granted herein and shall not be on behalf of any other person in whole or in part. Further, to the extent that the power and authority granted herein permits said named persons to file federal simultaneous oil and gas lease applications or offers, said named persons are prohibited from filing such applications or offers on behalf of any other party except Company.

The power and authority hereby conferred upon said named persons shall be effective as of April 8th, 2014 and shall continue in full force and effect as to each of them until July 15, 2015, unless notice of revocation in writing is duly given by the Company prior to such date.

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IN WITNESS WHEREOF, COMPANY has caused its corporate name to be subscribed and its corporate seal affixed hereto and attested in the City of Houston, County of Harris, State of Texas, United States of America, this 8th day of April, 2014.



BP Exploration & Production Inc.

By: [Signature]
Name: Richard Lynn Morrison
Title: Vice President

UNITED STATES OF AMERICA §
STATE OF TEXAS §
COUNTY OF HARRIS §

On this 8th day of April, 2014, before me, a Notary Public, personally appeared Richard Lynn Morrison of BP Exploration & Production Inc., personally known to me to be the person whose name is subscribed to within the instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature of the instrument the entity upon behalf of which he acted executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]
Notary Public

