

POWER OF ATTORNEY

UNITED STATES OF AMERICA

BY _____

STATE OF LOUISIANA

TO _____

PARISH OF _____

BE IT KNOWN that on _____, before me,
_____, a Notary Public duly commissioned and qualified
in and for aforesaid parish and state, and in the presence of the undersigned witnesses,
personally came and appeared:

_____, who domiciled in _____,
Louisiana, and having as his/her present mailing address
_____, hereinafter referred to as "PRINCIPAL";

Who declared that he/she hereby designates:

_____, domiciled in _____,
Louisiana and having as his/her present mailing address
_____, hereinafter referred to as "AGENT";

To be PRINCIPAL's agent and attorney-in-fact, granting to the said AGENT full
authority to act for PRINCIPAL in the conduct of all of PRINCIPAL's affairs, the
mandate granted herein to include, but not be limited to, full authority to:

1. Open and answer all correspondence;
2. Deposit in and withdraw from any banks or financial institutions any and all funds
notes, certificates and financial instruments for account of PRINCIPAL
3. Make and endorse promissory notes and other evidence of indebtedness in
PRINCIPAL's name, and to draw, endorse and accept checks and bills of
exchange;
4. Borrow money on the notes or other obligations of PRINCIPAL, such to be
executed on PRINCIPAL's behalf by AGENT;
5. Buy, accept, or receive by donation, any type of property or rights of
PRINCIPAL;
6. Sell, quitclaim, donate, partition, exchange, compromise, mortgage, assign, lease,
pledge and/or subordinate or release any or all property, interests or rights of any
kind owned or to be acquired by PRINCIPAL, including rights in corporeal or
incorporeal property, movables and immovables (specifically all real estate

interests owned by PRINCIPAL, wherever located), and to receive for any sums or rights received thereby;

7. Execute, in connection with the sale, quitclaim, donation, partition, exchange, compromise, mortgage, subordination, assignment, lease and/or pledge of property on behalf of PRINCIPAL, any documents or agreements necessary to accomplish the foregoing, containing such terms as AGENT in AGENT's sole discretion deems advisable, including security clauses and confession of judgment;
8. Grant oil, gas and mineral leases on any property in which PRINCIPAL has an interest and execute all agreements in which PRINCIPAL may be interested by virtue of such ownership, including division orders, pooling agreements, unitization agreements, servitude agreements and compromises;
9. Act for PRINCIPAL at any creditor's meetings held under the provisions of Title 11 of the United States Code;
10. Attend any stockholder's meeting in which PRINCIPAL is interested and vote any stock of PRINCIPAL, or grant proxies for such in favor of others;
11. Sue in PRINCIPAL's name and on PRINCIPAL's behalf as well as be sued on behalf of PRINCIPAL, including the right to appear before all courts of law on PRINCIPAL's behalf for all purposes, and further to compromise or refer to arbitration any claims (whether asserted judicially or not) for or against PRINCIPAL, and to make transaction in matters of litigation;
12. Extend or waive prescription on any obligations due to PRINCIPAL;
13. Represent PRINCIPAL judicially or otherwise, whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which PRINCIPAL may be or become interested, including any acceptance or renunciation thereof; to apply for the administration thereof and demand, obtain and execute all orders and decrees as AGENT may deem proper therein; to settle, compromise and liquidate PRINCIPAL's interest therein; and to receive and receipt for all property to which PRINCIPAL may be entitled in such successions or estates;
14. Sign and file any and all Federal, State and local tax returns on PRINCIPAL's behalf and represent PRINCIPAL in any connection therewith;
15. Employ, on PRINCIPAL's behalf, any legal, financial, accounting, geological or other assistance to reasonably protect PRINCIPAL's interests and rights; or
16. Make health care decisions on PRINCIPAL's behalf, including decisions related to surgery, medical expenses, nursing home residency, or medication.

It is the intent of PRINCIPAL in executing this mandate that said AGENT shall be empowered to act for PRINCIPAL in any and all matters, without reservation of any kind and to the fullest extent allowed by law, as completely as if PRINCIPAL were acting for himself/herself; and that said AGENT shall have full power of substitution herein and power of revocation of said substitution.

There further appeared the said agent _____, who appears to accept this appointment.

THUS SIGNED ON the date indicated above at _____, Louisiana, in the presence of the undersigned Notary Public, qualified in said State and Parish, and the undersigned competent witnesses, who have signed with the parties after due reading of the whole.

WITNESSES:

PRINCIPAL

_____, NOTARY PUBLIC

POWER OF ATTORNEY (GENERAL): This is a mandate in general form for all affairs, in accordance with LA CC Article 2993 et seq. and containing express authority to buy, sell, mortgage and compromise, and to accept or reject a succession, as required by LA CC Article 2997.

WORD KEY:

EXPLANATION:

PRINCIPAL

Name of person granting authority.

AGENT

Name of person to whom authority is given.

PARISH

Parish in which act is executed.

DATE

Date on which act is executed.

NOTARY

Notary before who act is executed.