

OIL AND GAS DIVISION ORDER

TO: PLAN B RESOURCES LLC
2220 COIT ROAD, SUITE 480-230
PLANO, TEXAS 75075

Dated: October 3, 2008
Effective Date: Date of First Production
Property: Toepperwein-Jones Unit Well #1
Property Number: 12613

The undersigned certifies it is the legal owner of the interest set out below of all the oil, gas, and related liquid hydrocarbons produced from the property described below:

PROPERTY:

Unit/Well Name: Toepperwein-Jones Unit Well #1

OWNER:

LaSANDRA GAULT
11507 Shade Tree Cove
Austin, Texas 78759
RI: 0.025

County/Parish: FRIO

State: TEXAS

LEGAL DESCRIPTION: TOEPPERWEIN-JONES UNIT WELL #1, OUT OF THE A.C. CASANOLA SURVEY 314, A-156, FRIO COUNTY, TEXAS.

THIS DIVISION ORDER DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS. TO THE EXTENT THE TERMS OF THIS DIVISION ORDER CONFLICT WITH THE UNDERLYING AGREEMENTS, THE TERMS OF THE UNDERLYING AGREEMENTS SHALL CONTROL.

The following provisions apply to each interest owner ("owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests set out above. The payor shall pay all parties at the price agreed to by the operator for oil and/or gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil and/or gas sales within 60 days after the end of the calendar month in which oil and/or gas is sold for the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100 may be accrued before disbursement until the total amount equals \$100 or more, or on an annual basis, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the address listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

Owner's Signature -

Witness

Social Security or Tax I.D. Number

Witness

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FAILURE TO FURNISH YOUR SOCIAL SECURITY/TAX ID NUMBER WILL RESULT IN WITHHOLDING TAX IN ACCORDANCE WITH FEDERAL LAW. ANY TAX WITHHELD WILL NOT BE REFUNDABLE BY PAYOR.