

DATE: May 27, 2008

TRANSFEROR: EARL M POWE DECEASED

TRANSFeree: BARBARBA E POWE

EFFECTIVE: 11/07 SALES

	NRI Conveyed	NRI Retained	GWI Conveyed	GWI Retained
WOMACK HILL FU	.00000145 RI	-0-		

COMMENTS:

55329

May 27, 2008  
TO: PRUET PRODUCTION CO.  
217 W. Capitol Street, Suite 201, Suite 201  
Jackson, Mississippi 39201

**PRUET'S COPY**

Partial Supplemental  
Division Order Contract No. AL951089  
Effective as of November 1, 2007 Sales

We the undersigned, and each of us, hereby guarantee, warrant and agree that we are the owners, in the proportions set out below, of all the oil produced from and casinghead gas produced from, and/or allocated to the property described as:

**Womack Hill Field Unit:**

Four acres in the SE corner of the SE/4 Section 8; SW/4 SW/4; E/2 SW/4; SE4; and four acres in the SE corner of the NW/4 SW/4 Section 9; SW/4; W/2 SE4; S/2 NE/4 SE/4; SE/4 SE/4 Section 10; SW/4 SW/4 Section 11; W/2 NW/4; N/2 NW/4 SW/4 Section 14; NE/4 NE/4; SE/4 NE/4; NW/4 NE/4; N/2 SW/4 NE/4; NW/4 NW/4; N/2 SE/4 NW/4; NE/4 NE/4 SW/4 NW/4; NE/4 NW/4 Section 15; N/2 N/2 Section 16; four acres in the NE corner of the NE/4 Section 17; all in Township 10 North, Range 2 West, Smackover Formation, Clarke and Choctaw Counties, Alabama

in Clarke and Choctaw Counties, Alabama, and commencing at 7 a.m. with November 1, 2007 sales, and you are authorized, until further written notice either from you or from the undersigned as provided below, to receive oil therefrom, giving credit as directed below:

We, and each of us, declare and agree that you are not obligated to purchase all the oil produced from the above described property and that you are hereby authorized, until further notice, to receive from said property for purchase from said parties severally in the proportions named, that part of such oil as you desire to purchase, subject to the following conditions

1. The oil purchased under the provisions of this division order shall become your property as soon as the same shall be taken into your custody.
2. The oil received and purchased under the provisions of this division order shall be paid to the owners set out herein at your posted price on the day of receipt thereof less any applicable transportation and marketing charges. In the event you have no posted price the payments hereunder shall be the sales price received by you less any applicable transportation and marketing charges. You are authorized to deduct severance and other taxes from all proceeds payable hereunder. Payment for such oil shall be made during the next succeeding calendar month following the month in which you receive payment therefor, and shall be made by check mailed to the respective parties at the indicated addresses for the amount of such purchase price due said parties according to the division of interest herein set forth.
3. In computing the amount of oil received, corrections for temperature shall be made in accordance with established rules prevailing at the time and place of delivery. Only merchantable oil shall be received hereunder, and when delivered to you or your agent, the oil must be free from excessive impurities. Proper deductions shall be made for any impurities. When it is necessary to treat the oil to render it merchantable, such treatment shall be at the expense of the seller.
- Should the oil produced from the above described land be commingled with oil produced from one or more other separately owned tracts of land prior to delivery to the designated carrier, the commingled oil sold hereunder shall be deemed to be the interest of the undersigned in that portion of the total commingled oil delivered which is allocated to the above described land on the basis of lease meter readings or any other method generally accepted in the industry as an equitable basis for determining the quantity and quality of oil sold from each separately owned tract. Such formula shall be applied to uniformly to all owners of any interest in the tracts of land involved.
4. You are hereby authorized to pay when required or permitted by any law, and until such law is declared invalid by a court of final appeal, all taxes, fees and charges imposed by the federal or state government, or any political subdivision thereof, in respect to or which may be a lien upon said oil, the proceeds therefrom, the production thereof, or the lease from which the oil is produced and to deduct from any amount accruing hereunder to the undersigned such party's proportionate part of the payment so made.
5. We and each of us agree to furnish to your satisfaction evidence of our title to the property and the oil and, in the event of our failure to do so, to furnish to you an indemnity bond or other security satisfactory to you before requiring payment for said oil, and we further agree that you may retain the purchase price of the oil, without interest, until satisfactory evidence of title, bond or other security is furnished, as above set out. In the event any dispute or question arises concerning the interest of the undersigned in said land and/or the production therefrom, you are authorized to withhold the proceeds of such production received and run, without interest, and in the event any action or suit is filed in any court affecting title to the interest of the undersigned in the above described land, or the production therefrom, and to which the undersigned is a party, written notice of the filing of such suit or action shall be furnished immediately to you by the undersigned stating the court in which the same is filed and the title of such suit or action. You will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof.
6. Work Interest Owners and/or Operators, and each of them, by signature to this division order, certify guarantee and warrant for your benefit and that of any pipeline or other carrier designated to run or transport said production, that all production tendered hereunder has been and shall be produced from or lawfully

- allocated to the above described land in accordance with all applicable federal, state and local laws, orders, rules and regulations.
7. You are hereby relieved of any responsibility for determining when any of the interests herein shall increase, diminish, be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interests, or as the result of the increase in production or as the result of a change in the depth, the method or the means of production, or as a result of change in the allocation of the tract or tracts to a well or wells on the above described property by agreement or by order of governmental authority, or resulting from any other occurrence, contingency, or action, and you are hereby authorized to continue to remit, pursuant to the above division of interest, until you receive notice in writing to the contrary by mail addressed to you at Jackson, Mississippi. You shall be held harmless in the event said written notice is not received and hereby relieved of any responsibility for loss arising out of an overpayment or otherwise as a result of the failure to receive said written notice.
8. In the event any interest listed herein is transferred or assigned in whole or part, the transferor agrees to make such transfer, insofar as your payments for oil are concerned, effective at 7:00 A.M. on the morning of the first day of a calendar month. The transferor is further obligated to promptly furnish you with a certified copy of the instrument effecting the transfer and agrees to execute your regular form of transfer order reflecting such transfer or assignment.
9. With the exceptions noted in this paragraph, all of the terms and provisions hereof shall apply also to all casinghead gas which may be allocated to and/or purchased from the above described property and sold either to you or to other purchasers with whom you may agree to remit to the owners thereof. Payments for casinghead gas shall be made during the next succeeding month following the month in which you receive payment therefor and the use of a reasonable formula is authorized for allocating such production to the above property in relation to all properties producing into a common gathering system.
10. Notwithstanding anything to the contrary contained herein, it is agreed that you shall be entitled to the protection afforded lessees in mineral leases and purchasers of oil and gas by state and federal laws.
11. This agreement and division order shall become valid and binding as to each party who signed same as soon as it is signed irrespective of whether or not any other party whose name appears herein executes this instrument or any other instrument of similar import and may be canceled only upon written notice effective ninety days after receipt from the undersigned to you or from you to the undersigned. Should you be prevented from complying with any provision hereof by any federal or state law or any order of a governmental authority, or by operation of force majeure, or by scarcity of or inability to obtain or use material or equipment, then while so prevented your obligation to comply shall be suspended, and your time for compliance shall be extended for a like period.
12. If the proceeds accruing to any interest hereunder should amount to less than Twenty-Five Dollars (\$25.00) per month, you are hereby authorized to make payment for such accruals on an annual basis, such payment to be made during the same month of each calendar year.
13. The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, legal representatives and assigns of the parties hereto and shall inure to the benefit of your successors and assigns.
14. The undersigned hereby adopt, ratify and confirm each oil and gas lease under which the oil and casinghead gas covered by this division order is produced. The production unit covered by this division order is hereby adopted, ratified and confirmed.

We hereby authorize you to run said oil, and to pay for all oil taken from said property as hereunder indicated.

WITNESS OR ATTEST: (There must be two witnesses to each signature if owner is an individual or partnership.)

*Barbara E. Powe*  
OWNER: Barbara E. Powe

Social Security # or Tax I.D. #: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

OWNER: \_\_\_\_\_

Social Security # or Tax I.D. #: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

If owner is married, spouse of owner should also sign this division order.

STATEMENT OF OWNERSHIP AND ORDER OF DIVISION

OWNER #	NAME AND ADDRESS	DECIMAL INTEREST	TYPE
p55329		.00000145	RI

The above division of interest constitutes the entire interest in and to the captioned field wide unit which was formerly owned by Earl M. Powe.