



CX-Energy Marketplace Agreement Instructions

Dear Landowner,

Thank you for your interest in contracting with CX-Energy to market your gas rights. Enclosed in this packet is the paperwork that you will need to fill out in order to be a member of the Cambria County landowners group. Please follow the instructions below to ensure that your agreement is completed correctly. CX-Energy will not be able to accept any paperwork that is incomplete.

- Carefully read the CX-Energy MarketPlace contract (2 pages) entitled “**Landowner Marketplace Agreement**” and sign and date the second page. All landowners must sign and date this page on the right hand side under ‘Owner’. You are a landowner if your name is listed on your deed.
- Complete Exhibit A with your contact and parcel information. Please reference your property tax bill to identify your parcel number. If you are unable to identify your parcel number, contact your county’s assessment office for assistance.
- Return your completed paperwork (including both pages of the Marketplace Agreement and Exhibit A to CX-Energy via email, fax, or mail via the addresses below:

CX-Energy
6021 Wallace Road Ext. Suite 300
Wexford, PA 15090
Phone: 724-933-1311
Fax: 724-913-4706
Email: cambria@cx-energy.com

Upon receipt of your completed paperwork CX will process your information and return a countersigned copy of the agreement to you for your records.

Thank You,
Your CX-Energy Team



Landowner MarketPlace Agreement

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

The purpose of these terms and conditions (the "MarketPlace Agreement" or "Agreement") is to set forth the activities that Co-eXprise, Inc. ("CX-Energy"), and Morasczyk & Polochak, Attorneys at Law ("M&P") (collectively, "Representatives") will pursue to administrate and facilitate the leasing of the oil and gas located in and under the parcels of land (the "Parcels"), defined below, to prospective Bidders/Lessees on behalf of the owner of the oil, gas, associated hydrocarbons and/or mineral rights in the Parcels ("Owner") and to set forth the responsibilities and liability of Representatives and Owner.

1. CX-Energy agrees:

- a) To coordinate price bids from oil and gas drillers and other interested lessees (e.g., gas companies, financial institutions, and others that may be interested in obtaining mineral rights in the Parcels "Bidders") in an effort to secure an acceptable lease price and terms for the Parcels that are eligible for oil & gas/mineral rights-related property leases, including but not limited to leases that enable a lessee to access certain oil & natural gas deposits contained in the Utica and/or Marcellus Shale formation on parcels of real property included in Exhibit A, identified by parcel tax numbers, parcel numbers and/or lot & block numbers, as available; and
- b) To present opportunities to enter into an oil and gas lease to Owner from Bidders at such time as CX-Energy receives written notice of said opportunities from interested Bidders.
- c) To present Owner with an oil and gas lease form, addendum, memorandum of lease, payment order, and other pertinent lease documentation, (the "Lease Documents") and to facilitate the submission of said Lease Documents to prospective Bidders.

2. Morasczyk & Polochak agrees:

- a) To draft and prepare applicable Lease Documents on Owner's behalf, and if necessary and applicable, to draft additional lease language on Owner's behalf, and to communicate with Bidder/eventual Lessee on Owner's behalf concerning title and clerical issues in regard to said Lease Documents post-signing.
- b) Upon Owner's request, to consult with Owner and explain legal terms and issues to Owner that concerns the Lease Documents. ALL INFORMATION PRESENTED AT SEMINARS IS GENERAL LEGAL INFORMATION AND IS NOT LEGAL ADVICE. Owner is encouraged to consult with M&P or Owner's independent counsel concerning specific legal advice. M&P's representation and services are *limited* legal services, meaning that the services are limited to this transaction and to the Lease Documents associated with this transaction only. For additional legal services beyond the scope of this Agreement, Owner will be required to sign an additional engagement letter with M&P, or to hire another attorney. OWNER MAY – AND IS ENCOURAGED TO - HIRE AN INDEPENDENT ATTORNEY TO REVIEW ALL LEASE DOCUMENTS AND GIVE OWNER ADDITIONAL ADVICE.

3. Owner acknowledges and agrees:

- a) that Representatives have, and Owner hereby grants, the sole and exclusive authority and right, on behalf of Owner, to accept price bids from all Bidders, but Representatives are not in any way responsible for the obligations of Bidders regarding the Lease Agreements themselves;
- b) to refrain from negotiating with Bidders that are not communicating directly with Representatives ("Non-Participating Bidders"); to promptly forward to Representatives all bid proposals from Non-Participating Bidders, and instruct Non-Participating Bidders that Representatives have been exclusively engaged to accept bids on the Parcels;
- c) in the event that the CX-Energy Process results in the negotiation of a Lease Agreement with mutually-agreed upon lease terms, owner shall be obligated to execute such Lease Agreement;
- d) to be obligated by the terms of a lease agreement or lease agreements should multiple leases be necessary, with the successful Bidder ("Lease Agreement") that Owner executes and to abide by the terms of such Lease Agreement;
- e) To pay the "Transaction Fee" listed below to Representatives upon successful signing of a Lease Agreement, and Bonus Payment paid to Owner by the Bidder. The Transaction Fee includes fees for legal services which shall be paid to M&P, and fees for administrative services which shall be paid to CX-Energy.

4. Transaction Fee. For the following Parcels identified in Exhibit A, Owner shall pay a "Transaction Fee," through the Lease Agreement with the successful Bidder, in an amount equal to six percent (6%) of the Bonus Payment per net acre, multiplied by each net acre owned that is determined to have "Marketable Title" by the Bidder, meaning that the Lease Agreement Bonus Payment is paid to Owner upon Bidder's completion of due diligence and determination that Owner's title legally allows for oil and gas development. For any acreage that has "Unmarketable" oil and gas title, no Transaction Fee is due. The payment of the Transaction Fee may be a written obligation imposed on the successful Bidder by Representatives, or paid on behalf of Owner by Bidder pursuant to terms of the Lease Agreement. In the event that while this Agreement is in effect, Owner breaches this Agreement and enters a Lease Agreement on any of the Parcels listed in Exhibit A outside of Representatives' process and efforts, Owner will be responsible to pay the Transaction Fee pertaining to such Parcel.

5. Term. This Agreement shall be in effect and exclusive for a period of six (6) months ("Exclusive Period"), and shall renew automatically for additional six (6) month periods unless the other party is notified in writing prior to the termination of the current Exclusive Period. Unless this Agreement is terminated for non-performance, Representatives will be entitled to collect the Transaction Fee during the Exclusive Period of this contract, and during the six (6) month period following the termination of the Exclusive Period ("Protection Period"), should a lease be executed with an entity or affiliate of an entity that Representatives have identified as having interest in the opportunity and/or that Representatives have introduced to the opportunity to lease Owner's oil and gas rights. The Transaction Fee is considered earned on any Lease Agreement signed during the Exclusive Period and/or Protection Period, as it will be assumed that any Lease Agreement signed during this time period was secured because of Representatives' services. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the applicable term by giving thirty (30) days prior written notice to the breaching party; provided however, that this Agreement shall not terminate if the breaching party cures the breach prior to the expiration of such thirty (30) day period.



Exhibit A

Primary Contact Information: Primary Contact is the point of contact for all listed Parcels that will be contacted for updates and information.

Primary Contact Name	Full Mailing Address	
Email Address	Primary Phone Number	Secondary Phone Number

Parcel Information: Please complete or circle all known information. Please list which of the above numbered owners own each property. Please use additional entry sheets as needed.

Parcel Number	Property Location (Address or Description)		Township
County	Owners (List all if multiple)		Acreage
Do you receive Royalty Payments?	Do you receive Shut-In Fees?	Lessee	
Yes / No / Not Sure	Yes / No / Not Sure	Lease Expiration Date	

Parcel Number	Property Location (Address or Description)		Township
County	Owners (List all if multiple)		Acreage
Do you receive Royalty Payments?	Do you receive Shut-In Fees?	Lessee	
Yes / No / Not Sure	Yes / No / Not Sure	Lease Expiration Date	

For office use only:

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P1

Return To: CX-Energy via 724-913-4706 (Fax), cambria@cx-energy.com (email) or 6021 Wallace Rd., Ext., Wexford, PA 15090

SHOULD LANDOWNER HIRE CX-ENERGY AND MORASCYZK & POLOCHAK, THIS FORM WILL BE REFERENCED AS A CONTRACT EXHIBIT

Parcel Number	Property Location (Address or Description)	Township
County	Owners (List all if multiple)	Acreage
Do you receive Royalty Payments? Yes / No / Not Sure	Do you receive Shut-In Fees? Yes / No / Not Sure	Lease Expiration Date
	Lessee	

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