



CX-Energy Marketplace Agreement Instructions

Dear Landowner,

Thank you for your interest in contracting with Cx-Energy to market your oil & gas rights. Enclosed in this packet is the paperwork that you will need to fill out in order to be a member of the Erie County Landowners Group. Please follow the instructions below to ensure that your agreement is completed correctly.

- 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: Erie@CX-Energy.com

Upon receipt of your completed paperwork CX-Energy 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., dba CX-Energy ("CX-Energy"), and Morascyzk & 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, and associated hydrocarbons 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 included in Exhibit A, identified by parcel tax numbers, parcel numbers and/or lot & block numbers, as available; and
- b) To execute the "CX-Energy Process" which means one or more of the following (depending on the Owner's elections and the specifics of the project):
 - (1) CX-Energy collects required Parcel data;
 - (2) CX-Energy contacts and works with potential Bidders identified to participate in a Negotiation Event (as defined herein);
 - (3) CX-Energy develops and submits the request for quotation ("RFQ") to Bidders, manages Bidder communication regarding the RFQ, and updates the RFQ accordingly. In order for a Bidder to participate in a Negotiation Event, such Bidder must agree to abide by the terms of the RFQ and submit bids during a Negotiation Event. CX-Energy shall have no liability or responsibility for the actions of any Bidders including, without limitation, Bidders who: (i) refuse to agree to the terms of the RFQ; (ii) breach the terms of the RFQ; (iii) fail to bid on specific Parcels that are part of the CX-Energy Process; and/or (iii) refuse to participate in a particular Negotiation Event;
 - (4) CX-Energy assists Owner in defining a negotiation strategy and establishing negotiation bid parameters, but makes no guarantees that Owner will receive an agreeable result or an acceptable offer from a Bidder;
 - (5) CX-Energy provides contract negotiation support involving oil & gas lease documentation;
 - (6) During the Term (defined herein) of this MarketPlace Agreement, CX-Energy conducts one or more Negotiation Events and shall provide each approved Bidder access to a Negotiation Event. "Negotiation Event" means a defined time period and date on which bidders will submit contractible bids via an online negotiation or bids.
- 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. Morascyzk & 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) 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;
- d) 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 marketing and administrative services which shall be paid to CX-Energy.
- e) 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.

4. Transaction Fee. For the following Parcels identified in Exhibit A or any additional Parcels that the parties agree to add to a Lease Agreement, 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 paid to the Owner by the Bidder. 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 CX Energy Process, 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 ("Term") beginning on the Effective Date, and shall renew automatically for additional six (6) month periods unless the other party is notified in writing at least thirty (30) days prior to the expiration of the current Term. The Transaction Fee is considered earned on any Lease Agreement signed during the Term, 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.

6. General

a) **Confidentiality, Intellectual Property and Use of Data.** Except as otherwise provided, each party shall use the confidential information of the other parties only in furtherance of this MarketPlace Agreement and shall not transfer or otherwise disclose the confidential information of the other parties to any third party. This MarketPlace Agreement grants no rights whatsoever to Owner in the patents, copyrights, trade secrets, trademarks, service marks or other Intellectual Property rights of CX-Energy or M&P whether created prior to, during or after the performance of this MarketPlace Agreement. Notwithstanding anything to the contrary herein, Representatives shall have the right to: (i) use and disclose all data generated in connection with this Agreement to create a database that is accessible by prospective and current customers, to determine general price trends in various supply industries, to create predictive analyses useful for estimating likely market prices and for other general business purposes, including, without limitation, publication of results and named case studies, and (ii) list or otherwise identify Owner as a Owner in customer lists and other publication material.

b) **Disclaimer of Warranties and Limitation of Liability.** Except for any express warranties made herein, Representatives make no other warranties, express or implied, concerning the subject matter of this Agreement, including without limitation, any implied warranties of merchantability, noninfringement or fitness for a particular purpose. The value of mineral and oil and gas rights is speculative in nature and has a history of fluctuation due to the price of oil and natural gas and numerous other factors. Any opinion on the fairness of monetary offers is only an opinion, and Representatives make no predictions, guarantees or warranties that bonus payments, royalty payments, and/or the value of oil and gas interests in the future will be any greater or less than what they are now. Representatives cannot predict the future of the oil and natural gas leasing and purchasing markets. Additionally, Representatives make no guarantee, warranty, or determination on the effect that an oil and gas Lease Agreement will have on the fair market value of the property in the future, and/or Owner's ability to sell or refinance the property. Owner agrees that it releases and shall indemnify and hold harmless Representatives for any losses, expenses or costs, including reasonable attorneys' fees, arising or incurred in connection with any Lease Agreement, or any other agreement entered into pursuant to this Agreement whether in contract, tort, negligence or otherwise. In no event shall Representatives' liability in connection with this Agreement exceed the Transaction Fees received by Representatives pursuant to this Agreement. In no event shall Representatives be liable for any special, incidental, indirect or consequential damages whatsoever (including but not limited to lost profits or savings) arising out of or in any way related to the Agreement regardless of whether Representatives has been advised of the possibility of such damages.

c) **Complete Understanding; Modification; Nonassignability and Binding Effect.** This Agreement and the Representatives constitute the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by both parties hereto. Neither party shall assign this Agreement, in whole or in part, to any third party without the prior written consent of the other party; provided, however, that either party may, without the other party's prior written consent, assign this Agreement to a successor in interest to the entire business or assets of the assigning party or to a majority-owned subsidiary. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

d) **Governing Law; Notices; Counterparts.** This Agreement and any claims, whether in contract, tort or otherwise, arising from this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law. The parties agree that the state and federal courts sitting in Pittsburgh, Pennsylvania, USA, shall have proper and exclusive jurisdiction and venue for any proceedings arising from this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement may be executed in any number of copies, each of which will be deemed an original and all of which together will constitute one and the same instrument. All notices, legal service, requests or other communications required hereunder will be in writing and will be deemed to have been given or made if delivered personally or by confirmed courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the principal addresses set forth above, or to such other address(es) as may be specified in writing by either of the parties to the other in accordance with this Section.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this MarketPlace Agreement as of the Effective Date.

Co-eXprise, Inc. dba, CX-Energy

By:

Signature

Print Name & Title

Morasczyk & Polochak, Attorneys at Law

By:

Signature

Print Name & Title

Owner:

By:

Signature and Print Name

Date

Signature and Print Name

Date

Signature and Print Name

Date

Signature and Print Name

Date

For office use only:

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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	

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

SHOULD LANDOWNER HIRE CX-ENERGY, 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	

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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Do you receive Royalty Payments? Yes / No / Not Sure	Do you receive Shut-In Fees? Yes / No / Not Sure	Lease Expiration Date
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