

AGREEMENT TO MARKET OIL AND GAS RIGHTS

THIS AGREEMENT to Market Oil and Gas Rights (herein "Agreement") is made and entered into this _____ day of _____, 20____, by and between:

BUTLER COUNTY LANDOWNERS GROUP, LLC,
of 173 Kohlmeier Road, Hilliards, Pennsylvania 16040,
(hereinafter "Consultant"),

AND

of _____,
(hereinafter "Owner").

WITNESSETH:

WHEREAS, Owner desires to retain Consultant to market oil and gas rights with the goal of negotiating a successful Oil and Gas Lease on behalf of Owner, in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant is willing to render the desired services and to devote Consultant's best efforts to Owner in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties, each intending to be legally bound hereby, agree as follows:

1. **Services to be rendered:** Consultant agrees to utilize its best efforts to market Owner's oil and gas rights and to negotiate a successful Oil and Gas Lease on behalf of Owner. Consultant shall devote as much time as is needed to perform all services for which Consultant is engaged competently and completely.

2. **Identification of Oil and Gas Rights:** The oil and gas rights of Owner which are available for lease are identified as follows:

_____ Township/Borough, Butler County
_____ acres, more or less
Deed Book Volume _____, Page _____ or Instrument No. _____
(Attach copy of Deed and/or Tax Notice)

Owner hereby represents and warrants to Consultant that is the Owner of the oil and gas on the property identified in Paragraph 2 hereof and that the said oil and gas rights are not leased as of the date of this Agreement.

3. **Authority to Retain Counsel:** Owner hereby expressly authorizes Consultant to retain legal counsel to advise and assist Consultant in the negotiation and procurement of an Oil and Gas Lease. However, all legal fees incurred by Consultant shall be paid by Consultant, and not by Owner.

4. Contract Compensation: For any services rendered pursuant to this Agreement, Consultant shall be compensated in the amount of Twenty-Five and 00/100 (\$25.00) Dollars per acre of land leased, to be paid upon receipt of funds by the Owner. Compensation shall be due upon receipt of payment from Lessee.

5. Application Fee: Upon execution of this Agreement, Owner shall pay a \$10.00 application fee to Consultant.

6. Exclusive Right of Consultant: Consultant shall have the exclusive right to market Owner's oil and gas rights in an effort to negotiate a successful Oil and Gas Lease on behalf of Owner during the term of this Agreement. Owner hereby expressly consents and grants permission to Consultant to combine Owner's oil and gas rights with the oil and gas rights of other owners for the purpose of negotiating with prospective Lessees. Consultant shall have complete discretion as to whether or not to combine Owner's oil and gas rights with the oil and gas rights of other owners for the purpose of negotiating. Consultant shall further have complete discretion as to whether or not to present and/or recommend any offers extended by potential Lessees to Owner.

7. No Authority to Bind Owner: Consultant agrees that Consultant has no authority to bind Owner to any Oil and Gas Lease without Owner's signature. Owner's signature upon an Oil and Gas Lease shall indicate that Owner has read and understood the Oil and Gas Lease and is satisfied with its terms and conditions.

8. Term of Agreement: This Agreement shall continue in full force and effect until terminated in writing by Owner, Consultant or mutually by the parties. However, once an offer is submitted to the group, members of the group may not enter into agreement with any oil and/or gas company, representative of any oil and/or gas company or group seeking to market oil and/or gas rights for a period of ninety (90) days following the date the offer was presented to the group.

9. Release of Consultant and All Individuals Employed by Consultant: Upon signing an Oil and Gas Lease, Owner hereby releases Consultant and all individuals employed by Consultant from any further obligations to Owner under the terms and conditions of this Agreement. By signing an Oil and Gas Lease, Owner acknowledges that Owner is satisfied with Consultant's and all individuals employed by Consultant's performance under the terms and conditions of this Agreement. Owner's signature upon an Oil and Gas Lease shall release Consultant and all individuals employed by Consultant from any and all causes of action, suits, rights, judgments, claims and demands of whatsoever kind, in law or in equity, known or unknown, arising out of Consultant's and all individuals employed by Consultant's performance under this Agreement. Owner hereby acknowledges that the market value of oil and gas leases may rise and fall during the one year term of this Agreement. Owner hereby releases Consultant and all individuals employed by Consultant from all claims related to the risk of a rising and falling market value for oil and gas leases during the term of this Agreement, which Owner acknowledges and agrees to accept.

10. Compliance with Law: All services rendered by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of any Federal, State or local government agency having jurisdiction in effect at the time the service is rendered.

11. Interpretation: The terms of this Agreement shall be construed in accordance with the meaning or the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

12. **Modification:** No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Owner and Consultant.

13. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements or understanding between Owner and Consultant.

14. **Headings:** The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

15. **Counterpart:** This Agreement may be executed in two or more Counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IMPORTANT NOTICE TO OWNER(S): Owner(s) hereby acknowledges that the law firm of Dillon McCandless King Coulter & Graham, LLP, has been retained to represent only the Butler County Landowners Group, LLC, and further acknowledges that Dillon McCandless King Coulter & Graham, LLP, does not represent any individual Owner(s). Owner(s) is responsible for ensuring that this Agreement and any resulting Lease are acceptable in the context of Owner(s) individual circumstances. Owner(s) further hereby acknowledges that Dillon McCandless King Coulter & Graham, LLP, hereby advises each of them to seek the advice of independent counsel regarding the terms and conditions of this Agreement and any Oil and Gas Lease should each or any of them desire to do so. Owner agrees to release Attorney Andrea C. Parenti, Dillon McCandless King Coulter & Graham, LLP, its attorneys, employees and agents from any and all causes of action, suits, rights, judgments, claims and demands of whatsoever kind, in law or in equity, known or unknown, arising out of Dillon McCandless King Coulter & Graham, LLP,'s representation of the Consultant.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed and entered into this Agreement on the date first above written.

CONSULTANT:

BUTLER COUNTY LANDOWNERS GROUP, LLC

By: _____

OWNER:

(Print Name)

(Print Name)