

\_\_\_\_\_, 2010

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Re: Engagement Contract

This Engagement Contract (the "Contract") constitutes the agreement between **Raegayle, LLC** with Christopher M. Robinson, its President, acting on its behalf, located at 61 McMurray Road, Pittsburgh, PA 15241 (hereinafter referred as "Robinson") and

\_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred as "Landowner") whereby Robinson will serve as the exclusive advisor to the Landowner regarding soliciting and obtaining beneficially favorable lease terms, acceptable to the Landowner, from a third party interested in leasing the Lands described below for oil and gas purposes.

Therefore, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by the promises made herein, the Parties understand and agree as follows:

1. PREMISES: The subject lands owned by the Landowner that are to be leased for oil and gas purposes as contemplated hereunder (the "Lands") are known and described below:

State: Pennsylvania  
County:  
Township:  
Tax Parcel #:  
Net Acres:

2. SERVICES: Robinson's services to the Landowner will be to attempt to secure the most favorable oil and gas lease terms as Robinson deems reasonably possible from a third party. Some of the key terms include 1<sup>st</sup> year bonus and rental payments, subsequent delay rentals, production royalties and term;

3. AGENT: Landowner hereby appoints Robinson to act and perform as its exclusive agent with full authority to negotiate all oil and gas lease terms affecting the Lands.

4. COMPENSATION: For the services rendered hereunder, Landowner agrees that Robinson shall receive the following compensation out of the proceeds received by Landowner:

(a) **3%** of all the dollar amount the third party tenders to the Landowner for all the bonus and rental payments pursuant to an oil and gas lease covering the Lands, including renewals of the oil and gas lease; and

(b) **One-half percentage point** of the percentage the third party will deliver to the Landowner as oil and gas production royalties pursuant to the terms of an oil and gas lease covering the Lands. (As an example, if the Landowner receives 17.5% of the oil and gas production royalties pursuant to the oil and gas lease, Robinson will receive .5% and the Landowner will receive 17%.)

5. **OBLIGATIONS OF LANDOWNER:** The Landowner hereby agrees to execute a Robinson negotiated oil and gas lease covering the Lands, provided the bonus payment equals no less than two thousand dollars per acre. The Landowner understands and agrees that Robinson will also execute the same oil and gas lease for the purposes described in Section 4 above.

6. **TERM:** the term of this Contract shall be a period of six (6) months commencing from the date this Contract is executed by the Landowner.

7. **ASSIGNMENT:** This Contract may be assigned by Robinson without the Landowner's prior written consent and this Contract, if properly assigned, shall inure to the benefit of and will be binding upon Robinson, the Landowner, and their respective successors and assigns.

8. **MISCELLANEOUS:** This Contract may not be altered, modified or amended except by written mutual consent, signed by each of the Parties. This Contract constitutes the entire agreement of Robinson and the Landowner with respect to the subject matter hereof and supersedes all prior agreements, written or oral.

Witness:

\_\_\_\_\_

LANDOWNER:

\_\_\_\_\_  
By: \_\_\_\_\_ Date  
Its:

Witness:

\_\_\_\_\_

ROBINSON:

\_\_\_\_\_  
Raegayle, LLC \_\_\_\_\_ Date  
By: Christopher M. Robinson  
Its: President