

FISHER, BROWN, PETERSON & NOBLE Co., LPA – F&M OHIO VALLEY LANDOWNERS GROUP #2 - OIL AND GAS LEASE FEE AGREEMENT

LANDOWNER NAME(S): _____

LANDOWNER ADDRESS: _____

LANDOWNER E-MAIL: _____

LANDOWNER DAYTIME PHONE: _____ # OF ACRES OWNED: _____

TOWNSHIP/COUNTY/STATE: _____

You have asked Fisher, Brown, Peterson & Noble Co., LPA and Morascyzk & Polochak (“Attorneys”) to represent you in marketing and negotiating the lease of your oil and gas interests owned in and under the acreage identified above. This fee agreement/letter contract shall confirm our limited legal representation and fee arrangement.

1. Scope of Representation. The scope of our representation will be to market your oil and gas rights to potential lessees in an effort to generate an acceptable oil and gas lease or contract (“lease”), and to assist you with the lease and closing associated with the transaction. We will also act as your legal counsel in regard to this specific transaction, and provide you with advice concerning legal oil and gas lease issues in regard to this transaction and this transaction only. For additional legal services beyond the scope of this agreement, you will be required to sign an additional engagement letter, or hire another attorney. You are providing your authority for our firm to exclusively market and negotiate on your behalf. Group Members should consult their own individual attorney concerning other personal legal issues or for individualized legal advice including but not limited to a group lease. You agree to direct any potential bidders to consult directly with us, and agree that you will not circumvent our efforts in any way.

2. Information. You agree to assist us by providing a full legal description and accurate property owner information for the property, and otherwise reasonably assist us throughout our process. You agree that if you have submitted a “Landowner Contact and Property Information Form”, that the information in the form is true and correct to the best of your knowledge and the form is attached and incorporated herein. **UPON SIGNING, PLEASE PROVIDE OUR OFFICE WITH COPIES OF YOUR CURRENT PROPERTY DEED AND TAX BILLS FOR ALL PARCELS!**

3. Fee. Our fee will be contingent on the lease of any or all of your oil and gas rights, and payment will be due to our firm at such time as you have successfully leased any or all of your oil and gas rights, and have been paid the bonus/delay rental consideration for the transaction. You agree that the rate of Attorneys compensation will be as follows: Attorneys will be paid **eight percent (8%)** of the gross lease signing bonus or total delay rental payments (“bonus price”) for the lease offer(s) that you accept. Attorneys will **not** charge you for, or base their compensation on, your lease royalty due or any lease extension payments. **You hereby authorize the Lessee of your oil & gas lease to make direct payment to our office pursuant to this fee arrangement.**

4. Term. This agreement shall be in effect and exclusive until such time as you have signed an oil and gas lease, letter of intent or any binding agreement secured through our representation and our fee has been paid, or until such time as you have notified us, in writing, that you wish to terminate our services, whichever is sooner.

5. Termination. If we are not successful in securing an offer that you accept, then no payment is due. For any acreage that you own that has unmarketable oil and gas title, no payment is due. While you have agreed to pay us for our services, you have absolutely no obligation to accept an offer secured by our firm. The decision to

accept an offer will be yours alone. If either party wishes to terminate this agreement, the terminating party shall promptly notify the other party in writing.

6. Disclaimers. While we may give you our opinion on the general fairness of a monetary offer, the value of oil and gas rights is speculative and has fluctuated very much in the last few years, and will most likely do so in the future based upon the price of oil and natural gas and numerous other factors. Any opinion on the fairness of monetary offers is only our opinion, and we are making no predictions 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. Quite simply, we cannot predict the future of the oil and natural gas leasing and purchasing markets. As the modern oil and gas industry involves technology and legal issues new to the region, we cannot make any guarantees or predictions as to what will happen in the future and/or how a fact finder, which would be a court of law or group of arbitrators, would interpret the terms of any lease. We can only give you our own legal opinion based upon our reading of the lease and knowledge of and experience with contracts and oil and gas leases. Our opinion is based on our education and experience in this area of law and our knowledge of these limited cases and statutory authority, industry practices which we have observed, and experience in negotiating other oil and gas leases.

We appreciate the opportunity to work for you. We will do everything reasonably possible to help to get you the best lease terms and price possible. Please call us with any questions or concerns.

Sincerely,

/s/Fisher, Brown, Peterson & Noble Co., LPA

AGREED TO BY LANDOWNERS (sign next to the "X"):

X _____
Print Name Here:

DATE

X _____
Print Name Here:

DATE

X _____
Print Name Here:

DATE

X _____
Print Name Here:

DATE

Return Form to: Fisher, Brown, Peterson & Noble, 2017 Sunset Blvd., Steubenville, Ohio 43952.
Phone: (740) 282-1911. Fax: (740) 282-5639. e-mail: Jeff Brown: brown.jeffrey@comcast.net, Trey Peterson: attorneytreypeterson@gmail.com

Sign and attach additional signature pages for additional landowners. End Page 2 of 2.