



ATTENTION LANDOWNERS IN MERCER, LAWRENCE, MAHONING, AND COLUMBIANA COUNTIES

AN INCREDIBLE OFFER HAS BEEN OFFERED BY A MAJOR OIL AND GAS EXPLORATION COMPANY

To secure your participation in the Mt Jackson Group and to take advantage of this amazing offer, please fill out, sign and return this MarketPlace Agreement, Exhibit A, and a copy of your tax bill or deed by March 31st to participate in this limited time offer.

Please return via:

1. Sign and Fax to: [855-201-9369]
2. Sign, Scan, and E-mail to: mt.jacksongroup@yahoo.com
3. Sign and Mail to:

Attn: David Askue
Mt Jackson Group
PO Box 237
Beaver, Pa 15009

THE REST OF THE DOCUMENTS AREA
SAMPLE COPY OF THE LAND PROTECTION

NEGOTIATED FOR OUR MEMBERS.

Mercer County Townships:

Farrell Hermitage Jefferson Lackawannock Sharpsville
Sharon Shenango West Middlesex Wheatland Wilmington

Lawrence County Townships:

Western Wilmington Mahoning Neshannock Pulaski Union

Mahoning County OH
(All)

Columbiana County OH

Knox, West, Butler, Perry, Hanover, Center, Fairfield, Unity,
Elk Run, Middleton, Franklin, Wayne, and Washinton.

**THIS OFFER IS AVAILABLE FOR THE
FOLLOWING AREAS ONLY.**

\$3250 AN ACRE SIGNING BONUS.

17% GROSS ROYALTY PAYMENTS

(NO DEDUCTIONS AT ALL)

**OIL COMPANY AGREES TO PAY OUR
FEE FOR YOU. YOU PAY US NOTHING.**

**PLUS WE HAVE NEGOTIATED
THE MOST LANDOWNER FRIENDLY
LEASE TERMS TO PROTECT YOUR
HOME, LAND, ANIMALS AND WATER.**

Feel free to call with any questions David Askue 724-480-7469

If your property is not listed here, call us and we will be happy to represent you.



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 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, 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. 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 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 two-hundred and fifty dollars (\$250.00) 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 four (4) months ("Exclusive Period") beginning January 10, 2012, and shall renew automatically for additional four (4) 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 four (4) 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. Please include all possible mailing addresses.

Primary Contact Name	Mailing Address	City, State, Zip
Email Address	Primary Phone Number	Secondary Phone Number

Parcel Information: Please complete or circle all known information. Please continue on back or ask for additional entry sheets if needed.

Parcel Number	Owners (List all if multiple)	Owner Type
		Oil and Gas / Surface / Both
Property County	Property Location (Address or Description)	Acreage Property State
Oil and Gas Rights Owned	Oil and Gas Rights Leased	Lessee
Yes / No / Not Sure	Yes / No / Not Sure	Lease Expiration Date

Parcel Number	Owners (List all if multiple)	Owner Type
		Oil and gas / Surface / Both
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Oil and Gas Rights Owned	Oil and Gas Rights Leased	Lessee
Yes / No / Not Sure	Yes / No / Not Sure	Lease Expiration Date

For office use only:

CMS

P1 **ASK2**

With questions, please email pennohio@co-exprise.com

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P1

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Land Protection

(These are the land protections for the included townships. Other areas may vary slightly.)

USE OF PROPERTY

Restriction of Surface Activity

No well shall be drilled, pipeline constructed, nor any other surface activity nearer than five hundred (500) feet of any building, water well, spring or septic system, for-profit campground, for-profit farming operation, shooting range, or property that is used for an active and established for profit horseback-riding operation, on the leased premises without the written consent of the Lessor.

Location Approval

Location of any well, access roads, pipelines routes, tank batteries, compressor, or other facilities shall be approved by Lessor or one of their representatives in writing prior to location thereof. Such location shall minimize interference with surface use of the land. Location approval shall not be unreasonably withheld, conditioned, or delayed. Upon receipt of Lessee's written site-location approval request, Lessor shall have fourteen (14) days from the date of said correspondence to approve in writing or to advise Lessee in writing of Lessor's disapproval of a specific location(s) associated with Lessee's site plan and to provide Lessee with an alternate location(s) that is deemed to be reasonable, economically feasible and at a legal location pursuant to all applicable rules and regulations. Lessor's failure to notify Lessee of written approval of said site plan or to provide Lessee with written objection and an alternate location(s) within fourteen (14) days shall constitute Lessor's approval of the proposed site location.

Well Location & Access Road Fee

Upon Lessor's approval of a well site upon the lease premises, Lessee agrees to pay Lessor a location fee in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each pad constructed on the surface of the leased premises and the access road(s) constructed in association therewith for the purpose of drilling horizontal gas wells. Multiple wells may be drilled from a single drill site pad located on the surface of the leased premises. In the event Lessee physically and materially disturbs more than ten (10) acres for any drill site pad, roads, pipeline, or other surface installations, Lessor shall be compensated at the rate of Three Thousand Dollars and 00/100 (\$3,000.00) for each net acre so disturbed in excess of ten (10) acres.

Surface Restoration Clause:

On completion of any operation, Lessee shall restore the lease premises as nearly to original contours as reasonably possible, remove all debris, equipment, and personal property which Lessee placed on the lease premises, except for equipment needed for the operation of producing wells, which shall be removed within six (6) months (weather permitting) after a well permanently ceases to produce. Lessee shall promptly plug any abandoned well pursuant to DEP regulations. If said equipment is not removed within one (1) year after a well permanently ceases to produce, then upon written notice from Lessor said equipment shall become the property of Lessor.

No Foreign Pipelines

Without a separate written agreement, pipelines, except for those used to transport oil and/or gas from the well(s) drilled on leased premises or lands pooled therewith, shall not be constructed on the leases premises.

Pipeline – Plow Depth

When requested in writing by Lessor prior to the laying of pipeline, Lessee shall bury the pipeline a minimum depth of 36 inches below ground level, measured from the top of the pipe, where possible.

No Compression on Leased Premises

Other than those necessary for the production and transportation of products produced from the Leased Premises or lands pooled or unitized therewith, it is agreed and understood that compression

facilities will not be placed on the leased premises, unless written consent is provided by the Lessor. Lessee agrees that the leased premises described herein will not be used as a central processing facility. Where compression facilities, temporary or permanent, are used upon the premises, Lessee shall take all reasonable efforts to minimize the noise associated with the same.

No Regional Ponds or Pits on Leasehold.

It is agreed and understood that regional water ponds or pits associated with Lessee's operations and/or which service wells other than wells drilled on the Leasehold or on lands unitized with the Leasehold will not be placed on the Leasehold unless written consent is provided by the Lessor.

Replace Fences and Gates, Installation of Gates

Lessee shall promptly replace any fences and gates removed by Lessee during its operations on said land and further, shall construct gates on all access roads on said land upon written request by Lessor. Gates shall be constructed at Lessee's sole cost and expense, and shall be gates with a double locking system. Lessee shall provide keys to such gate locks to Lessor. Gates shall be kept in good repair by Lessee, and shall be kept closed and locked, to the extent practicable.

Fence Producing Wells

Lessee shall (a) fence all producing wells, tank batteries, pits, separators, drip stations, pump engines, and other equipment placed on the lease premises, with a fence capable of turning sheep, goats, and cattle; (b) keep the fences on the lease premises in good repair; and (c) keep all gates and fences closed at all times, on in lieu of gates, install cattle guards.

Timber Clause

Lessee and Lessor agree that prior to the removal of any marketable timber resulting from Lessee's operations under the terms of this lease, Lessee shall provide thirty (30) days written notice to Lessor providing Lessor an opportunity to arrange for the harvesting of said timber within thirty (30) days of receipt of said notice. If Lessor does not exercise such right to harvest, an appraisal shall be constructed by a qualified third party forester and Lessee shall pay Lessor the said appraisal value prior to harvesting. In the event agreement is not reached as to value each party shall select an appraiser and the two appraisers shall select a third-party neutral appraiser who shall determine the value of the timber which will be paid by Lessee to prior to harvesting.

Minimize Soil Erosion

Lessee shall construct or install all well sites, access roads and pipeline rights-of-way in a manner which would minimize any related soil erosion. Further, any related surface reclamation shall be done in a manner which restores said land as nearly to original contours as reasonably possible.

WATER

Water Quality

Lessee shall have Lessor's current water supply sampled and tested prior to spudding of any well drilled on the leased premises, or drilled on acreage unitized with the leasehold. Should Lessor experience a material adverse change in the quality or quantity of Lessor's water supply, during or immediately after the completion of Lessee's drilling operations, Lessee shall, within 48 hours of Lessor's written request, cause Lessor's water supply to be sampled and tested by a qualified and independent third party at Lessee's expense. Should such a test reflect a material adverse change as the result of Lessee's drilling operations (If such test reflects a material adverse change in the Lessor's water quality or quantity, then it shall be presumed that the same was caused by the Lessee's operations) in that instance, Lessee agrees to provide Lessor with potable water within 48 hours and until such a time as Lessor's water source quality and quantity has been repaired or replaced with a source of substantially similar quality, to as close to pre-drilling status quo as reasonably possible, with all reasonably related costs of repair and maintenance to be paid by Lessee.

No Water Usage

Lessee is not granted any right whatsoever to use any water, surface or subsurface, within the leasehold for its operations, including, but not limited to wells, ponds, streams, and creeks, unless Lessor should give written consent to do so.

PRODUCTION

Commencement of Operations

Commencement of operations shall be defined as Lessee having secured a drilling permit from the State and further entering upon the herein described premises with equipment necessary for the preparing of a well pad or commencing other activities necessary for the spudding of a well to be drilled, subsequently followed by a drilling rig for the spudding of the well to be drilled. Once commenced, and upon expiration of the primary term of this lease or any extension thereof, said operations shall not lapse for a period of greater than ninety (90) consecutive days prior to the completion of the well.

Shut-In

It is understood and agreed that this lease may not be maintained in force for a continuous period of time longer than thirty-six (36) consecutive months, or sixty (60) cumulative months after the expirations of the primary term or any extension hereof solely by the provision of the shut-in royalty clause. The shut-in status of any well shall persist only so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving the rise to the shut-in of the well. Lessee shall tender an additional payment of Twenty-Five (\$25.00) per acre, per shut-in well at the end of the first year and each year thereafter while the leased premises are shut-in. Notwithstanding the making of such shut-in well royalty payments, Lessee shall be and remain under the continuing obligation to use all reasonable efforts to find a market for said gas and to commence or resume marketing same when a market is available, to reasonably develop the lands then subject to this Lease, and to drill all such wells on the lands then subject to this Lease as may be reasonably necessary to protect same from drainage by wells on adjoining or adjacent lands.

Pooled Production Unit Limit

In the event Lessee desires to pool or unitize the leased premises with other lands and there is no spacing order previously established by a governmental or regulatory body, Lessee shall not have the right to form a production unit larger than 1,280 acres for any horizontal well, and Lessee shall not have the right to form a production unit larger than 60 acres for any vertical well. Lessee shall provide any unitized Lessor with a written unitization plan within thirty (30) days of the recording of the unit designation.

Pugh Clause

In the event a pooled unit is created which encompasses land located outside the lease premises and some, but not all, of the Leasehold premises, any drilling completing, testing, deepening operations or reworking operations on or production from a well located on that pooled unit shall continue this Lease in full force and effect but only as to that part of the lease premises contained within the pooled unit and only as to those formations and horizons found from the surface down to the deepest depth drilled; specifically, this lease shall automatically terminate two (2) years ("Extended Term") after the expiration of the primary term or any extension provided herein as to such portions of leased premises not contained within a pooled unit and those formations and horizons below the deepest depth drilled. However, Lessee may, at its option, pay the extension payment included in this lease one time, and one time only, prior to the expiration of the two (2) year Extended Term on the portions of the Leasehold not included in a production unit or below the deepest depth drilled to continue all of its rights in and to the Leasehold or surrender such portions of the Leasehold not included in a production unit or those formations and horizons found below the deepest depth drilled.

Five (5) Year Extension of Primary Term Should this lease be extended by Lessee's option pursuant to the extension clause contained herein, the primary term extension shall be for a period of five (5) years from the date of the expiration of the original primary term. The extension payment price shall be for three thousand dollars (\$3,000.00) per net mineral acre.

Annual Payment in Lieu of Free Gas Clause: In the event any well is drilled upon the Leased Premises or any portion thereof, and the Lessor is the owner of the surface where the well is located, and upon Lessor's written request, Lessee shall pay annually to Lessor in lieu of free gas a sum equal to One Thousand Dollars (\$1,000.00).

Existing Wells

Lessee agrees that any existing well on the Leased Premises owned and operated by Lessor shall be excluded from this Lease.

ROYALTY

Royalties Without Deduction

Royalties for oil, gas, and related hydrocarbons shall be paid without deductions for the costs of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, or otherwise making the oil and/or gas and/or related hydrocarbons produced from the lease premises ready for sale or use. All oil and/or gas, and/or related hydrocarbons royalty shall be delivered free of cost into the tank or pipeline (for oil and/or related hydrocarbons) and into the pipeline and into pipeline (for gas and/or related hydrocarbons) with the exception of Lessor's prorated share of taxes, measured by volume, on the oil and/or gas and/or related hydrocarbon royalty. It is understood and agreed that to the extent Lessee sells oil, gas or related hydrocarbons to an affiliate, the price upon which royalty shall be based shall be the greater of: a) the price paid by the affiliate; or b) the price that would have been received from a sale to an unaffiliated third party under a sales arrangement for like quantity, quality, term and at the same point of sale to the affiliate.

MISCELLANEOUS

Compliance Clause

Lessee's operations on said land shall be in compliance with all applicable federal and state laws and regulations.

No Storage Rights Clause

Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.

No Disposal or Injection Wells

Lessee agrees that no disposal or injection wells shall be placed upon the leased premises, absent express written approval from Lessor.

Oil & Gas Only

This lease shall be deemed to cover only oil and gas and associated hydrocarbons/constituents.

Livestock Indemnity

Lessee shall indemnify Lessor for any and all loss or liability resulting from injury or death to any livestock on the leased premises, which are owned by Lessor, Lessor's tenant or the surface owner, if Lessee or its operations are responsible for such injury or death.

Hold Harmless Clause

Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations (or those holding under the Lessee) under the terms of the Lease, including, but not limited to environmental issues, claims for injury or death of any persons, or damage, loss or destruction of any property, real or personal. Lessee further covenants and agrees to defend any suits brought against Lessor on any claims, and to pay any judgment against Lessor resulting from any suit or suits arising from Lessee's operation or operations under the terms of this Lease. Lessor, if it so elects, shall have the right to participate, at its sole expense, in its defense in any suit or suits in which it may be a party, without relieving Lessee of the obligation to defend Lessor. Lessor shall be named as an additional insured on Lessee's liability insurance policy. Prior to the commencement of drilling operations, Lessee shall provide to Lessor, a certificate of evidence for liability, workman's compensation and disability insurance. The insurance required herein may be met through a

combination of primary, excess, and self insurance. It is the intention of Lessee and Lessor that Lessee shall not be liable to Lessor in respect of (and the foregoing indemnity shall not cover) any claim to the extent the same resulted from the gross negligence, willful misconduct or bad faith of the Lessor.

Venue and Choice of Law

The venue for all actions and proceedings arising from this Lease shall be in the county in which the real property is located. The law of the state in which the real property is located shall apply.

Ad Valorem Taxes and Clean and Green

Lessee agrees that if any penalty, rollback, or re-capture of tax abatements created or imposed under any governmental program such as, but not limited to CREP, CRP and Clean and Green that is levied on Lessor solely as a result of Lessee's operations on leased premises, Lessee will reimburse Lessor upon written request and receipt of a copy of the penalty notice. As to future assessment of any ad valorem taxes, Lessee and Lessor agree to pay their proportionate share of any increase in ad valorem taxes solely attributable to, or resulting from, the assessment of oil and gas due to production from the leased premises.

Special Warranty Title

It is understood that Lessor warrants title to said property only with respect that the title is good to the best of Lessor's knowledge and Lessee agrees that no claims will be made against Lessor pertaining to warranty of title.

Audit Clause

Lessee further grants to Lessor the right annually to examine, audit, or inspect books, records, and accounts of Lessee pertinent to the purpose of verifying the accuracy of the reports and statements furnished to Lessor, and for checking the amount of payments lawfully due the Lessor under the terms of this agreement. In exercising this right, Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee. Such examination and audit shall be at the sole cost and expense of Lessor, unless the audit reveals deficiencies or underpayments, at which time Lessee shall pay to Lessor, within thirty (30) days, for the cost of the audit and immediately reimburse any deficiencies plus interest at the rate of 1.5% per month.

Memorandum of Lease Clause

Lessor and Lessee hereby agree this Lease will be recorded of record by Memorandum and said Memorandum shall reference this Exhibit "A" and the terms hereof.

Release of Lease

Upon written request by Lessor and after termination, expiration, or surrender of this lease in whole or in part, Lessee shall provide Lessor with a copy of an appropriate release of lease and cause the same to be filed of record.

Arbitration Clause

Any questions concerning this Lease or performance there under shall be ascertained and determined by one neutral arbitrator, to be a licensed attorney with at least ten (10) years experience primarily with an oil and gas practice, to be selected by the parties hereto. In the event the parties cannot agree on an arbitrator within twenty (20) days of initiation of a dispute subject to this arbitration clause, then the parties shall have the American Arbitration Association select a qualified arbitrator consistent with the requirement above. The award of such arbitrator shall be final and conclusive. Arbitration proceedings hereunder shall be conducted at the county seat or the county where the Lease is filed, or in the county where the action occurred which caused the arbitration, or such other place as the parties to such arbitration shall all mutually agree upon. Each party will share costs of the arbitrator equally.