



Connecting Projects With Funding Sources Since 1983

FEE AGREEMENT

This memorandum will constitute the agreement between the undersigned Client and the Energy Exchange, Inc. (EnEx) regarding the fee that Client will pay, or cause to be paid, to EnEx for introductions related to buying or selling assets. Unless otherwise agreed in writing, Client will pay brokerage fees at time of closing.

The fee schedule to be paid is calculated as a percentage of the final value of all transactions. (Value is defined as any actual collected benefit, such as cash, stock, notes loans, royalties, ownership interests, and/or deferred payments.) It is not the intent to collect fees from both buyer and seller -- they should jointly decide which party will pay the fee; however, each party is obligated to pay the entire fee if the other party does not pay. Unless otherwise in writing, the following adaptation of the Lehman Brother's Investment Banking Formula will apply:

- 5% Finder's Fee on the first million dollars of the transaction.
- 4% Finder's Fee on the second million dollars of the transaction.
- 3% Finder's Fee on the third million dollars of the transaction.
- 2% Finder's Fee on the fourth million dollars of the transaction.
- 1% Finder's Fee on the fifth million and thereafter.
- 10% of any transaction less than \$250,000.

EXAMPLES:

- A \$1,000,000 transaction would result in a \$50,000 fee (5%)
- A \$5 million transaction would result in a \$150,000 fee (3%)
- A \$10 million transaction would result in a \$200,000 fee (2%)
- A \$50 million transaction would result in a \$600,000 fee (1.2%)
- A \$100,000 transaction would result in a \$10,000 fee (10%)

This agreement will remain in force for a period of two years after the last contact with any buyer or seller introduced to Client by an affiliate of EnEx. The undersigned parties and/or their associates mutually agree to maintain the confidentiality of any information pertaining to projects, properties, buyers or sellers that come to their attention through efforts of EnEx. The undersigned parties mutually agree not to circumvent or bypass one another in any way, meaning that none of us will approach, contact, solicit, negotiate, or discuss business pertaining to the introduced projects and/or persons without the prior knowledge and consent of the other party. Both parties or their representatives will be welcomed at all meetings and every effort will be made to inform the other party regarding any agreement, arrangement, contact, intent, undertaking, or act by which any benefit may result.

If disagreements arise between the parties, a mutually acceptable mediator will be selected to attempt to settle differences. If mediation is unsuccessful, legal venue will be Montgomery County, Texas and, when established, the violator of this agreement will pay litigation costs and damages.

AGREED:

X _____

Print Name _____

Title: _____

COMPANY: _____

ADDRESS: _____

Tel./Fax.: _____

Email: _____

DATE: _____

AGREED:

David H. Mangum, P.E.,

President

ENERGY EXCHANGE, INC.

DATE: _____

Others: _____
