

THREE PERCENT (3%) of the third aggregate 10 million dollars paid, or to be paid in the case of installment payments, by the Buyer;

TWO PERCENT (2%) of the fourth aggregate 10 million dollars paid, or to be paid in the case of installment payments, by the Buyer;

ONE PERCENT (1%) of the purchase price paid, or to be paid in the case of installments payments, by the Buyer, in excess of the aggregate amount of forty (40) million dollars.

It is understood and agreed that the term "aggregate" as used above is defined to mean the combination of individual purchases, or a single purchase as the case may be, from any and all sellers disclosed by party of the first part pursuant to the contract.

It is furthermore understood and agreed that the party of the first part is entitled to receive under this contract the full amount of its consultation fee up front due and payable at the time any contract for the purchase/sale of the subject properties, installment, or otherwise, is executed, and to be based upon the full amount of the purchase/sales contract, installment or otherwise.

It is furthermore understood and agreed that all consulting fees paid pursuant to this contract are non-refundable, in any event, including any breach of any purchase/sales contracts, installment or otherwise, by any party to said purchase/sales contract.

It is understood and agreed that the party of the second part shall keep party of the first part informed as to any purchase made pursuant to this contract, and it is further understood and agreed that party of the second part shall tender to party of the first part copies of any purchase/sales agreements regarding the Sellers identified under this contract, at the request of the party of the first part. Party of the first part in turn covenants to keep terms of and tendered purchase/sales agreements confidential and agrees not to disclose the terms of and tendered purchase/sales agreements to any third party, unless required under existing laws or as may be necessary in the event of bona fide legal proceedings regarding the enforcement of or the terms of this Consultation Agreement. It is furthermore understood and agreed in this regard that the party of the second part shall refrain from entering into any purchase/sales contract which are the subject of this contract that would prohibit party of the second part from disclosing the terms of a subject purchase/sales contract to party of the first part.

The party of the second part hereby covenants that, without the prior written consent of the party of the first part, the party of the second part and its representatives, affiliates, partners, subsidiaries, corporations, successors, assigns, and agents thereof, will not disclose the information the subject of this agreement to any third party and/or use any of the subject information for any purpose except for evaluating and/or pursuing the purchase and/or purchase thereof of any of the oil and gas properties, oil and gas leases, or transferable interests therein, mineral, drilling or otherwise, from Sellers identified pursuant to the contract by party of the first part. The applicability of this covenant shall have a term of seven (7) years from the date of the execution of this contract, at which time it shall expire.

It is furthermore understood and agreed that any purchase of oil and gas property, oil and gas leases, or transferable interests therein, mineral, drilling, or otherwise which originates from the information transferred to party of the second part by this contract, shall be included within this contract, and by this contractual term it is understood that this contract applies to sellers identified hereunder and any of their referrals or their other information leading to additional

unidentified Sellers of properties the subject of this contract. Said unidentified Sellers are deemed as "Sellers" in this contract.

It is furthermore understood and agreed that any circumvention of this contract by party of the second part shall be considered breach of this contract. This contractual term is understood and agreed to mean that party of the first part shall originally introduce party of the second part to subject sellers, by personal contact, telephone, facsimile transmission, or computer generated "electronic mail." In the event a purchase of property the subject of this agreement is had by party of the second part from any Seller disclosed by party of the first part, without prior or contemporaneous notice of the closing or execution of a sale/purchase contract having been given to party of the first part by party of the second part, this contract shall be deemed breached by party of the second part. In this event, it is agreed and understood that party of the first part shall be entitled to the contractually agreed to consideration herein, and in the event of litigation ensues in this regard, party of the second part shall furthermore be liable for all reasonable and customary attorney's fees and court costs incurred by party of the first part in prosecuting its legal claims. The applicability of this contractual term is seven (7) years from the date of the execution of this contract, at which time it shall expire.

It is furthermore understood and agreed that nothing in this contract shall be construed to limit the right of the party of the first part or its affiliates to furnish like information to other potential parties interested in entering into a similar business relationship with the party of the first part.

It is furthermore understood and agreed that nothing in this contract shall impose any obligation on the party of the first part to negotiate, represent, or otherwise sponsor any purchase transaction with Sellers identified under this contract.

The party of the second part shall defend, indemnify, and hold the party of the first part, its subsidiaries and affiliates, and their respective Representatives, successors and assigns, harmless from and against any and all claims, demands, liabilities, judgments, proceedings, damages, costs, expenses and/or suits, including without limitation attorney's fees, arising out of, and/or relating to, the transfer of information which is the subject of this contract.

THIS AGREEMENT SHALL CREATE NO RELATIONSHIP BETWEEN THE PARTIES EXCEPT AS EXPRESSLY STATED HEREIN. THE PARTY OF THE FIRST PART AND ITS REPRESENTATIVES MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION THE SUBJECT OF THIS CONTRACT. THE PARTY OF THE SECOND PART AGREES THAT NEITHER THE PARTY OF THE FIRST PART NOR IT REPRESENTATIVES SHALL HAVE ANY LIABILITY FOR ANY ACTUAL, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE TO THE PARTY OF THE SECOND PART OR TO ANY OF ITS REPRESENTATIVES, AFFILIATES, PARTNERS, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS RESULTING FROM THE PROVISION OR USE OF THE INFORMATION THE SUBJECT OF THIS CONTRACT.

It is furthermore understood that this contract shall be governed by the laws of the State of Texas, and it is further agreed that in the event any legal proceedings arise regarding this contract, venue and jurisdiction of said legal proceedings shall exclusively lie in the federal and state courts located in Lubbock County, Texas.

This contract may be executed in multiple counterparts, by facsimile transmission, by electronic mail, or otherwise, each of which shall be considered as one and the same agreement. In addition to the required signatures of the signature page hereof, this contract must furthermore be initialed on each page hereof at the designations below by all contracting parties to complete the execution of same.

This Agreement is the complete understanding and agreement of the parties and supersedes all prior written or oral communications regarding the subject matter hereof. No modifications, termination, extension, renewal, or waiver of any provision of this contract shall be effective unless in writing and signed by an authorized representative of each party. If one or more provisions of this contract shall be held unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this contract, which shall be construed as if such unenforceable, invalid, or illegal provision had never been a part hereof.

Any notices to be delivered herein shall be in writing and shall be deemed sufficiently given if delivered by hand, by courier service, sent by registered mail, postage prepaid, or sent by facsimile transmission with written confirmation of receipt to the receiving party at the address and fax numbers listed below:

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

R. B. Wiesen & Co., Inc.

4510 – 15th St.

Lubbock, TX 79416

Attn: R. B. Wiesen & Co., Inc.

Attn:

Facsimile: (806) 798-2360

Facsimile:

IN WITNESS HEREOF, the parties hereto have executed this contract as effective as of the date first written above.

Signed on: _____, 200 ____.

Signed on: _____, 200 ____.

Richard B. Wiesen

President, R. B. Wiesen & Co., Inc.
