

LESSEE'S AGREEMENT TO LEASE MINERALS

THIS AGREEMENT dated the ____ day of _____, 20 ____, between **EnergyNet Services, LLC**, 7201 W. Interstate 40, Ste 319, Amarillo, TX 79106, hereinafter designated as "**EnergyNet**" and _____, hereinafter designated as "**LESSEE**", _____ (address),

IN CONSIDERATION of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, **LESSEE** and **EnergyNet** agree as follows:

LESSEE UNDERSTANDS AND AGREES THAT ENERGYNET CANNOT GUARANTEE THE COMPLETENESS, TIMELINESS, OR ACCURACY OF THE INFORMATION CONTAINED ON THE WEBSITE AND THAT NOTHING ON THE WEBSITE CONSTITUTES INVESTMENT ADVICE. DECISIONS TO BID SHOULD BE BASED UPON LESSEE'S DUE DILIGENCE. ANY DECISIONS BASED UPON THE INFORMATION CONTAINED ON THE WEBSITE ARE THE SOLE RISK AND RESPONSIBILITY OF THE LESSEE.

PURCHASE OF LEASE(S) IN ONLINE AUCTION

In the Online Auction, **LESSOR** may offer Property(ies) for Lease ("Property") pursuant to a Lease Agreement, with or without a minimum bonus. **EnergyNet** shall designate a beginning and ending date during which potential lessees may bid on Property. If **LESSEE** is the highest bidder at the ending time and date, and the bid meets the minimum bonus, if any, or if **LESSEE'S** bid is accepted by **LESSOR**, **LESSEE** will be obligated to purchase the Property, execute the Lease Agreement including the bid amount, and comply with the terms of the Lease Agreement.

AGREEMENT TO LEASE

LESSEE hereby agrees to participate as a bidder in the Online Auction for Property on the Website. **EnergyNet** agrees to allow **LESSEE** to participate in the Online Auction based on the terms and conditions in this Agreement and any additional terms as posted on the Sale Group or Property Narrative or Property Information Page or Additional Information on the Website.

LESSEE'S REPRESENTATIONS, AGREEMENTS, WARRANTIES AND ASSURANCES:

1. SOPHISTICATED, ACCREDITED AND QUALIFIED INVESTORS

- A. The **LESSEE** represents to **EnergyNet** and the **LESSOR** that it is a sophisticated, accredited and qualified investor by making the following representations:
 - i. The **LESSEE** is a professional that is engaged in the oil or gas or other minerals business on an ongoing basis;
 - ii. By reason of this knowledge and experience, the **LESSEE** or its representative will evaluate the merits and risks of the Property and the form of the Lease Agreement and will form an opinion based solely upon their knowledge and experience and not upon any statement, representation, or printed material provided or made by **EnergyNet** and its representatives or **LESSOR**;
 - iii. The **LESSEE**, being of legal age, has sufficient financial resources to meet any amount **LESSEE** bids on the Lease Agreement;
 - iv. **LESSEE** agrees and acknowledges that if a Purchaser Representative is used, such Purchaser Representative:
 - (1) has no business relationships with the **LESSOR**;
 - (2) represents only the **LESSEE** and not the **LESSOR**
 - (3) is compensated only by the **LESSEE**.
 - (4) is a designated Attorney-in-Fact for **LESSEE**, by documentation submitted to **EnergyNet** prior to sale.
- B. **LESSEE** agrees and represents that **LESSEE** was not formed for the specific purpose of acquiring the Property.
- C. **LESSEE** hereby agrees and acknowledges that **LESSOR** has the sole discretionary power to determine that **LESSEE** is a qualified and accredited **LESSEE** as defined above and **LESSEE** further acknowledges that this is a continuing right and that **LESSEE** may be disqualified at any time by **LESSOR** or **EnergyNet**. **LESSEE** acknowledges and agrees that it is under a continuing duty to **EnergyNet** and **LESSOR** to notify them if **LESSEE** subsequently fails to qualify as a sophisticated, qualified and accredited investor.
- D. **LESSEE** holds **EnergyNet** and **LESSOR** harmless for any and all violations of Federal or State Securities Laws resulting from **LESSEE'S** misrepresentation that **LESSEE** is a sophisticated, qualified accredited investor.
- E. **LESSEE** further represents and agrees that it is the only purchaser of any Property purchased on the Website.

2. DUE DILIGENCE AND INDEPENDENT EVALUATION

- A. **LESSEE** hereby acknowledges and agrees that it has the sole responsibility to examine all information concerning the Property being offered for lease on the Website. Further, **LESSEE** acknowledges and agrees **LESSEE** must contact **EnergyNet** or the **LESSOR** to obtain any additional requested information prior to the beginning date of the Online Auction if **LESSEE** needs additional information from **EnergyNet** or **LESSOR**.
- B. **LESSEE** further agrees that it will make an independent evaluation of the Property and acknowledges that **LESSOR** and **EnergyNet** have made no statements or representations concerning the present or future value of the future income, costs or profits, if any, to be derived from the Property.
- C. **LESSEE** further acknowledges that in making its Bid in the Online Auction, it has relied solely upon its independent examination of the premises, public and **LESSOR** records, information which **LESSOR** made available to **LESSEE** and **LESSEE'S** bids are based solely on **LESSEE'S** independent inspections, estimates, computations, evaluations, reports, studies and knowledge of the parcels or tracts. Any and all information provided by **LESSOR** or **EnergyNet**, as well as any other information provided by **LESSOR** or **EnergyNet** as requested by **LESSEE**, are furnished to **LESSEE** at **LESSEE'S** sole risk. **LESSOR** and **EnergyNet** do not warrant or represent the accuracy of the data

presented to the **LESSEE** and **LESSEE** agrees to hold harmless **EnergyNet** and **LESSOR** from any reliance by **LESSEE** on data provided by the **LESSOR** and/or **EnergyNet**. In other words, **LESSEE** should use the information on the Website to become generally familiar with the Property to be leased. The **LESSEE** agrees, however, to perform its own due diligence regarding the Property and to base its decisions on its own due diligence.

3. *LESSEE'S ASSURANCE OF CAPACITY*

- A. **LESSEE** represents and warrants to **LESSOR** that it is authorized to hold title to the Property, is authorized by all applicable Federal and State laws to be a lessee of Property, and is in good standing and duly qualified to conduct its business in the jurisdiction where the Property is located.
- B. If **LESSEE** is a partnership, corporation or limited liability company, **LESSEE** warrants and represents that the consummation of the transactions contemplated by this Agreement will neither violate nor be in conflict with Articles of Incorporation, By-Laws, Partnership Agreements and/or Management Agreements and that the transactions contemplated by this Agreement have been duly and validly authorized.
- C. After the conclusion of the purchase, the **LESSOR** will not be obligated to assist the **LESSEE** in any way in the management or operation of the Property, and the **LESSEE** will be dependent solely upon its own efforts to realize a profit from the Property.

4. *LEASE TERMS*

LESSEE acknowledges and agrees that it has reviewed and will comply with all of the terms, conditions and requirements contained in the Lease Agreement by and between **LESSOR** and **LESSEE** if **LESSEE** is declared to be the successful bidder.

5. *TITLE*

LESSEE acknowledges and agrees that it will hold **LESSOR** and **EnergyNet** harmless as to accuracy of any documents of title to the Property. **LESSEE** further acknowledges and agrees that **LESSOR** does not warrant title either express or implied and all title to the Property is on an "AS IS" basis.

6. *EFFECTIVE DATE AND CLOSING*

- A. The date of sale for Property purchased in the Online Auction is when **LESSEE** is declared to be the successful bidder on **LESSOR'S** Property as declared by the online auctioneer.
- B. **LESSEE** acknowledges and agrees upon notification from **EnergyNet** of **LESSEE'S** successful Bid, **LESSEE** is to tender an Executed Lease Agreement and the total amount of funds required pursuant to the terms of the Lease Agreement.

7. *LEASE AGREEMENT TO CONTROL*

As between **LESSOR** and **LESSEE** the terms and conditions of the Lease Agreement provided by the **LESSOR** and displayed on the Website with each of **LESSOR'S** Properties shall supersede and control over any conflicting terms and conditions in this Agreement. Both **LESSEE** and **LESSOR** have a duty to determine any discrepancies between the Lease Agreement and what is represented in the Property information provided.

8. *INDEMNIFICATIONS*

- A. **LESSEE** understands and agrees that **EnergyNet** and its officers, directors, employees, agents, representatives, contractors, successors and assigns are not liable to the **LESSEE** for **LESSOR'S** failure to close the sale, for **LESSOR'S** breach of the Lease Agreement, or for any other breach of duty owed to the **LESSEE** from the **LESSOR**. **LESSEE'S** sole remedy is against the **LESSOR**.
- B. **LESSEE** AGREES TO INDEMNIFY AND HOLD HARMLESS **ENERGYNET** AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AS TO ANY AND ALL LIABILITY AND COSTS, LEGAL OR OTHERWISE, RESULTING FROM BREACHES BY **LESSEE OF THIS AGREEMENT OR THE LEASE AGREEMENT, INCLUDING WITHOUT LIMITATION** ANY AND ALL CAUSES OF ACTION RELATED TO **LESSEE'S** DUTIES UNDER THIS AGREEMENT OR ANY OTHER LOSS OR DAMAGE OCCURRING AS A RESULT OF **LESSEE'S** DUTIES OWED TO THE **LESSOR** OUTSIDE OF THIS AGREEMENT.
- C. ALL INDEMNIFICATIONS EXTEND TO THE BENEFIT OF THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND ASSIGNS OF EACH INDEMNIFIED PARTY. ALL INDEMNITIES SURVIVE THE TERM AND TERMINATION OF THIS AGREEMENT.

9. *TERM OF AGREEMENT*

- A. The term of this Agreement, including any subsequent amendments, is one (1) year from the date **LESSEE** executes this Agreement. Notwithstanding this one (1) year term, **LESSEE** acknowledges and understands that the terms and provisions of this Agreement may be changed or amended from time to time by **EnergyNet**, and that **LESSEE'S** use of **EnergyNet's** Website to bid or make offers on Property will be subject to and governed by the terms of the **LESSEE'S** Agreement posted on **EnergyNet's** website as of seven days prior to the beginning date of the Online Auction.
- B. **LESSEE** UNDERSTANDS THAT IT IS **LESSEE'S** RESPONSIBILITY AND DUTY TO READ **LESSEE'S** AGREEMENT TO LEASE MINERALS SEVEN DAYS PRIOR TO THE BEGINNING DATE OF ANY ONLINE AUCTION IN WHICH **LESSEE** WISHES TO PARTICIPATE. BY PARTICIPATING IN SUCH ONLINE AUCTION OR ANY SUBSEQUENT NEGOTIATIONS, **LESSEE** AGREES TO BE BOUND BY THE TERMS OF SUCH **LESSEE'S** AGREEMENT.

10. *MISCELLANEOUS*

- A. **Governing Law.** **LESSEE** acknowledges and agrees that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and the exclusive venue for any action by **LESSEE** or **LESSOR** arising under this Agreement shall be the Federal District Court for the Northern District of Texas, Amarillo Division or in the District Courts of Potter County, Texas. The Lease Agreement, assignments, and matters pertaining to the Lease Agreement will be governed by and interpreted in accordance with the laws of the states in which the Property is located.

- B. **Attorneys' Fees and Costs.** In the event that any party to this Agreement resorts to legal proceedings to enforce this Agreement, the prevailing party in such proceedings shall recover all costs incurred by such party, including reasonable attorney fees.
- C. **No Partnerships.** This Agreement does not create and shall not be construed to create a partnership, association, joint venture or fiduciary relationship of any kind or character between the **LESSEE** and **LESSOR**, or **EnergyNet**, and shall not be construed to impose any duty, obligation, or liability arising from such a relationship by or with respect to the **LESSEE**, **LESSOR**, or **EnergyNet**.
- D. **Severability.** **LESSEE** acknowledges and agrees that if any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any applicable rule or law, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability and all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in a materially adverse manner with respect to either party.
- E. **Waiver.** Each party acknowledges and agrees that no waiver by either party of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other portions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- F. **Captions.** **LESSEE** acknowledges and agrees that the titles and headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.
- G. **Notices.** **LESSEE** acknowledges and agrees that any notice provided or permitted to be given under this Agreement shall be in writing, and may be served by personal delivery including, without limitation by telecopier or facsimile or by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, and registered or certified with a return receipt requested. Notices deposited in the mail in the manner herein above described shall be deemed to have been given and received upon the date of delivery as shown on the return receipt. Notice served in any other manner shall be deemed to have been given and received only if and when actually received by the addressee. For purposes of notice, the addresses of the parties shall be as follows.

If to: **LESSEE:**

If to: **EnergyNet Services, LLC**
 7201 W. Interstate 40, Ste 319
 Amarillo, TX 79106

The address of any party for notice purposes may be changed by such party by giving two days written notice of such change to all other parties to the Agreement.

- H. **Ambiguity.** **LESSEE** acknowledges and agrees that if any provision of this Agreement is determined to be ambiguous by any Court, the Court shall not construe the ambiguity against **EnergyNet**.
- I. **Entirety and Amendments.** **LESSEE** acknowledges and agrees that this Agreement and all attached Exhibits and the instruments delivered or required to be delivered pursuant to this Agreement supersede all prior negotiations, understandings and agreements between the parties relating to the subject matter hereof and constitute the entire understanding and agreement between the parties. Except for changes as provided by paragraph 9, no alterations, modifications, amendments or changes in the Agreement shall be effective or binding unless in writing and executed by **LESSEE** and **EnergyNet**.

LESSEE

ENERGYNET SERVICES, LLC

By: _____

By: _____

Printed or Typed Name and Title

Printed or Typed Name and Title of Registered Principal

By: _____

Printed or Typed Name and Title of Registered Representative