

Listing Agreement

1. Grant to Resource Trading Group, Inc. ("RTG"). RTG¹ agrees to list your specific mineral and other property rights (collectively referred to as the "Resource Owner Rights"). Resource Owner shall fully cooperate with RTG in any reasonable request.

2. RTG EARNs A FEE FROM THE PRODUCER (AS SET FORTH BELOW) FOR MAKING YOUR RESOURCE OWNER RIGHTS AVAILABLE TO MULTIPLE PRODUCERS (the "Producer's Fee"). In the event that at any time during the term of this Agreement or within one (1) year after the termination of this Agreement, you enter into an agreement for your Resource Owner Rights, then you agree to pay to RTG the Producer's Fee set forth below. Any fees are considered earned upon execution of this Agreement. If any fees remain unpaid at execution of such an agreement, you irrevocably authorize and direct the producer at closing to make payment as provided hereunder to RTG from your proceeds.

3. Prior Offers. This Agreement shall not include those offers you have received from any Producers prior to entering into this Agreement, if you provide RTG an actual copy of such offer and do not obtain a superior offer. Any alteration, revision or modification of the existing offer shall make the existing offer null and void for purposes of the Section 3.

4. Best Effort. RTG agrees that it will enlist its best efforts to secure a producer for you, but nothing in this Agreement shall be deemed a guaranty. You hereby waives any right or claim it may have against RTG for any express or implied guaranty.

5. Resource Owner's Title. You hereby certifies that you have the legal authority to enter into a binding agreement regarding the Resource Owner Rights and any other necessary agreement to consummate the transactions contemplated in this Agreement.

6. Term. The term of this Agreement shall continue in effect until terminated by either party with thirty (30) days written notice.

7. Fee. The Producer's Fee is: (1) a five percent (5%) one-time payment on the entire value of the full term of lease, including bonus and on any contractual extensions entered into by any lessor/producer and the Landowner/Resource-owner; and (2) one percent (1%) of the entire value on any and all gas/oil produced and computed at the wellhead for the life of the well.

8. Indemnity. You hereby agree to indemnify and hold harmless, RTG, its shareholders, officers, directors, agents and employees from and against any and all claims and damages by any third party arising out of this Agreement , including costs and reasonable attorney's fees of RTG.

9. No Legal Advice. You acknowledge that RTG shall not provide you with any legal advice regarding an offer made by a producer, the negotiations of a lease, and the completion or closing of a lease or transaction. You agree to seek advice from independent legal counsel regarding any lease or your rights.

11. Voluntary Execution. The Fee and the duration of the listing period have been voluntarily entered into by the Resource Owner.

12. Assignees. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective personal representatives, guardians, assigns and successors.

13. Complete Agreement. By execution hereof, you acknowledge that this Agreement is the complete agreement between you and RTG, that you have read it, and understand it.

14. Late Charges. If any amount is due RTG and remains unpaid thirty (30) days after RTG's written request for payment, interest shall accrue at the rate of 18% percent per annum. Such interest shall accrue both before and after judgment.

15. Prevailing Party. In case of any controversy arising hereunder which results in litigation or arbitration, the prevailing party shall, in addition to all other damages, be awarded reasonable attorney fees and any costs of enforcing an award rendered hereunder.

16. Notice. Except as otherwise herein specifically required, all notices, demands, requests and communications which maybe or are otherwise required to be given, served or sent by either party to the other shall be in writing and shall be deemed to have been properly given, served or sent to the address stated above.

17. Binding. This agency shall be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

18. Governing Law. This Agreement shall be governed exclusive by the laws of the Commonwealth of Pennsylvania and any dispute arising hereunder shall be exclusively within the jurisdiction and venue of the Court of Common Pleas of Westmoreland County.

IN WITNESS WHEREOF the parties, intending to be legally bound hereby, have entered into this Agreement as of the last date written below.

RESOURCE OWNER:

Date: _____

Print name: _____

Address: _____

Phone: _____

RESOURCE TRADING GROUP, INC.

Date: _____

By: _____
_____, President