TERMINATION AGREEMENT

THIS AGREEMENT dated as of May 28, 2007.

BETWEEN:

RESEARCH CAPITAL CORPORATION, a corporation with an office in the City of Calgary, in the Province of Alberta ("Research")

AND

ROCHESTER ENERGY CORP., a corporation incorporated pursuant to the laws of the Province of Alberta ("Rochester")

WHEREAS:

A. Research and Rochester entered into an Agency Agreement dated December 21, 2006 (the "Agency Agreement");

B. Pursuant to the Agency Agreement, Rochester granted to Research a right of first refusal (the "ROFR") and a right of participation (the "ROP") for a period of 12 months following December 21, 2006, in respect of any and all debt or equity, or debt or equity related, financings proposed by Rochester which involve an agent or underwriter. In addition, Rochester granted Research a Right of First Refusal to act as Rochester's financial advisor and agent with respect to any restructuring, merger, arrangement, amalgamation, corporate acquisition, sale of all or substantially all of Rochester's assets (the "ROFR FA") for a period of 12 months following December 21, 2006;

C. Research and Rochester entered into an agency agreement dated March 2, 2007 (the "Amended Agency Agreement") which, *inter alia*, amended the time frame of the ROFR, ROP, and ROFR FA, reducing the period of time for which the ROFR, ROP and ROFR FA was in effect from 12 months to 10 months;

D. Rochester and Research have agreed to mutually terminate the ROFR, the ROP and the ROFR FA and any and all rights associated with the ROFR, ROP and ROFR FA on the terms and conditions described herein;

NOW THEREFORE in consideration of the various representations, warranties, conditions, terms, provisions and undertakings set out in this Agreement (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties hereby covenant and agree as follows:

ARTICLE 1 - TERMINATION

1.1 TERMINATION OF RIGHTS

The parties hereby agree that effective as of the date hereof the rights and obligations arising from the ROFR, the ROP and the ROFR FA shall terminate. Subject to the terms, provisions and conditions of this Agreement, effective as of the date hereof, Research hereby releases and forever discharges Rochester from any and all obligations arising from the ROFR, the ROP, and the ROFR FA.

1.2 CONSIDERATION

The total aggregate consideration payable by Rochester to Research in exchange for the termination of the ROFR, the ROP and the ROFR FA will be $350,000.00 (the "**Consideration**"), payable to Research on the Closing Date (as hereinafter defined).

1.3 PAYMENT OF CONSIDERATION

Rochester shall deliver the Consideration to Research upon the closing of the equity issuance of Rochester which shall close on or about June 22, 2007 (the "Closing Date") but in any event such payment shall not be delivered later than July 3, 2007.

ARTICLE 2 - GENERAL

2.1 ASSIGNMENT

Neither this Agreement nor any rights or obligations hereunder shall be assignable by the parties hereto without the prior written consent of the other parties. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and successors and permitted assigns.

2.2 FURTHER ASSURANCES

The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing Date.

2.3 SEVERABILITY

If any covenant or provision of this Agreement is prohibited in whole or in part in any jurisdiction, such covenant or provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining covenants and provisions hereof and shall, as to such jurisdiction, be deemed to be severed from this Agreement to the extent of such prohibition.

2.4 ENTIRE AGREEMENT

This Agreement together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein.

2.5 APPLICABLE LAW AND ATTORNMENT

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable thereto. The parties agree that the courts of the Province of Alberta will have jurisdiction to determine all disputes and claims arising between the parties in respect of this Agreement (and such other agreements, documents and instruments) and the matters contemplated hereby (and thereby) and each of the parties hereby irrevocably attorns to the jurisdiction of such courts.

2.6 COUNTERPARTS

This Agreement may be executed by the parties in separate counterparts (and by facsimile transmission) each of which when so executed and transmitted or delivered shall be an original, but all such counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF the parties have hereunto duly executed this Agreement as of the date first written above.

ROCHESTER ENERGY CORP.

Per: ______________________________

Troy D. Mechoruk
Chief Executive Officer and Director

RESEARCH CAPITAL CORPORATION

Per: ______________________________

P. Gage Jull
Managing Director, Energy Investment Banking