



## Confidentiality of Information

The purpose of this Letter Agreement (the "Agreement") is to set forth the agreement of you ( \_\_\_\_\_ ) and \_\_\_\_\_ ("Seller") relating to the presentation to you for consideration of a proposal by the Seller, involving a sale of oil and gas wells, leases, and ideas in the geographical area set forth in attached Exhibit A (the "Property"). For the purposes of your evaluation, the Seller will make available to you certain confidential information (as hereinafter defined). The terms of this Agreement shall expire one (1) year from the date of the Agreement.

**1. Confidential Information.** The Seller will disclose and make available to you Certain confidential information for your use in evaluating the Property. The term "Confidential Information" as used in this Agreement shall mean all information, data and knowledge (whether in the form of documents or other written material, know-how or otherwise) relating, directly or Indirectly, to the Property that is delivered or disclosed by the Seller or any of its officers, directors, partners, employees, agents, affiliates or shareholders to you in writing, verbally or through visual means, or which you learn or obtain verbally, through observation or through analysis of such information, data or knowledge; provided, however, that such information or data shall not be deemed to be Confidential Information to the extent such information, as shown by written records, (i) was in your possession prior to, or (ii) was in the public domain prior to, or (iii) entered the public domain through no violation of this Agreement after, disclosure to you. The term "document", as used in this Agreement, shall include and not be limited to, any writing, letter, memorandum (internal or otherwise), fax, email, disk or other recording chart, graph, blueprint, picture and financial statements or data.

**2. Use of Confidential Information.** You agree (i) to keep the Confidential Information confidential, (ii) not to disclose the Confidential Information to any entity or person, and (iii) to use the Confidential Information solely for the purpose of evaluating the Property and for no other purpose.

**3. Copies of Documents.** You agree not to make or reproduce any copies of any document (or any portion thereof) which is part of the Confidential Information.

**4. Communication with Seller.** You agree to not initiate or participate in any communication with the Seller or any of its employees without prior approval by a representative of Midwest Energy Auction (MEA). All questions or requests related to the Seller or the confidential information provided by the Seller, as defined in this agreement, should be directed to a representative of Midwest Energy Auction for approval.

**5. Return of Documents.** You agree, at the request of the Seller, to return to the Seller all documents which have been delivered or disclosed to you, or which you have obtained, as part of the Confidential Information, and to destroy, and certify to the Seller in writing that you have destroyed all other related documents, including without limitation, all documents prepared by you or others utilizing any Confidential Information or in evaluating the Property.

**6. Warranty.** It is agreed and understood that all interpretive data or maps made available by the Seller are interpretations only. The Seller makes no representations or warranties as to the completeness or accuracy of any of the information provided to you. Any use or reliance by you on the information provided shall be at your own risk.

**7. Legal Remedy.** You agree that if this Agreement is breached, the remedy at law may be inadequate, and therefore, without limiting any other remedy available at law or equity, an injunction, specific performance or other forms of equitable relief or money damages or any combination thereof shall be available. The Seller shall be entitled to recover the cost of enforcing this Agreement including, without limitation, any attorneys' fees. All rights, powers and remedies provided for herein are cumulative, and not exclusive, of any and all rights, powers and remedies existing at law or in equity, and the Seller shall, in addition to the rights, powers and remedies herein conferred, be entitled to avail itself of all other rights, powers and remedies as may now or hereafter exist.

**8. Binding Effect.** The agreements entered into by you hereunder shall, in addition to being on your behalf, be on behalf of your subsidiaries and affiliates and your and their respective officers, directors, employees, agents, attorneys, accountants and other representatives, and shall be binding on all such persons and entities.

**9. Governing Law.** This Agreement and our relationship shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to the conflict of laws provisions thereof.

If the foregoing sets forth the terms and conditions of our agreement with respect to the subject matter hereof, please indicate your acceptance of and agreement to the foregoing by signing, dating and returning to us the enclosed, signed copy of this Agreement within ten (10) days of the date hereof.

**Midwest Energy Auction, LLC**

On behalf of and representing:

\_\_\_\_\_

**Agreed to and accepted this \_\_\_\_\_ Day of \_\_\_\_\_, 2010**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_