



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement will confirm our mutual understanding in connection with Mineral Marketing, LLC (an Oklahoma Limited Liability COMPANY) herein after referred to as ("BROKER") providing, and your receipt of, any and all information which relates and regards to the COMPANY listed below ("COMPANY").

1. "Information" means all oral or written data, reports, records or materials obtained from BROKER or the COMPANY, including the name, address, and type of business of the COMPANY, the knowledge that the COMPANY may be considering a sale, or even the fact that information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to be any part of, such information to the extent that such information: (i) is or becomes public other than as a result of acts by the undersigned; (ii) can be proven it was already known to the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party having no duty of confidentiality to the COMPANY; (iv) Is independently developed by the undersigned without use of any information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process.

2. The undersigned agrees that information is being furnished solely in connection with the possible acquisition of the COMPANY and shall be treated as **"secret" and "confidential"**, and no portion of it shall be disclosed to others, except to those of employees and agents whose knowledge of the information is required to evaluate the COMPANY as a potential acquisition and who shall assume the same obligations as under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.

The undersigned agrees that it will not hire any of the COMPANY's employees, nor interfere in any way with any of its business using knowledge acquired under this Confidentiality Agreement, nor use any such information in a manner harmful to the COMPANY.

3. It is understood that the COMPANY (a) is the intended party and beneficiary whose rights are being protected, and (b) may enforce the terms of this Confidentiality Agreement as if it were a party to this Agreement.

4. All information shall be promptly returned or destroyed, as directed by BROKER or the COMPANY. If requested by BROKER, the undersigned shall confirm to BROKER via fax or email that all information that was provided by BROKER and any information generated by the undersigned using information provided by BROKER, has been deleted or destroyed. The undersigned shall not, without the prior written consent of the BROKER, contact any customers, employees, or suppliers of the COMPANY. The undersigned understands and agrees not to enter any trade, employment, financing, purchase & sale agreement, or any other contract, except through a representative of said BROKER.

5. It is understood that (a) no representation or warranties are being made as to the completeness or accuracy of any information and (b) any and all representations and warranties shall be made solely by the COMPANY in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
6. The undersigned acknowledges the responsibility to perform their own due diligence review at their own cost and expense prior to any acquisition.
7. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.
8. The undersigned acknowledges that any and all information being delivered to the recipient by the BROKER, with regard to the COMPANY, has been taken from sources believe to be reliable however no warranty or guarantee is being made by said BROKER as to the accuracy or completeness of such information.
9. COMPANY Description of interest: *An operating oil and gas services and support company Servicing E&P companies in the Bakken play of Montana, North Dakota and South Dakota.*

Name of Individual Recipient (Print): _____

Name of Recipient's Company (Print): _____

Recipient's Address: _____
(Street) (City) (State) (Zip)

Telephone: (cell) _____ (work) _____ (home) _____

E-mail Address: _____

Website: _____

SIGNATURE: _____ **DATE:** _____

By signing and submitting the attached confidentiality agreement you hereby agree to be bound by the terms of said agreement.

Note: Please fax the agreement to (580) 327-4441, or email to ShawnT@MineralMarketing.Com

You may also mail the agreement to: 432 Oklahoma Blvd ♦ Alva, Okla. 73717 ♦ (580) 327-4440

Initial: _____