



## Oil and Gas Asset Marketing & Advisory Services

15635 Alton Pkwy, Ste 295  
Irvine, CA 92618  
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### Confidentiality Agreement

This Confidentiality Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between CitiEnergy, LLC. and American Energy Advisors, Inc. (hereinafter together referred to as "AEA"), whose address is 15635 Alton Pky, Ste 295, Irvine, CA 92618, and \_\_\_\_\_ (the "Company"),

Address: \_\_\_\_\_

In connection with the Company's inquiry about purchasing certain oil and gas properties from CitiEnergy, LLC. (hereinafter referred to as the "Property" or "Properties"), AEA may be supplying the Company with information which is either non-public, confidential, or is proprietary in nature (the "Confidential Information"). In consideration of AEA furnishing Company with this Confidential Information, Company hereby agrees on behalf of its employees, directors, consultants, and advisors, as follows:

1. The information provided hereafter by AEA shall be considered to be Confidential Information, except as otherwise provided in Item 3 below, and shall not be disclosed to any person other than such Company's directors, employees, consultants, and advisors who have a need to know. If the Confidential Information is disclosed to any of Company's directors, employees, consultants, or advisors, such persons shall be informed of the confidential nature of the information and shall agree to be bound by this agreement prior to disclosure of the Confidential Information. The Confidential Information shall only be used for the purpose of considering a transaction with seller and to consummate same.
2. The restrictions set forth in paragraph 1 shall not apply to any part of the Confidential Information which:
  - a) was, at the time of disclosure or thereafter becomes generally available to the public other than as result of disclosure by Company or its employees, directors, consultants, or advisors, or
  - b) was, at the time of disclosure, as shown by Company's records, already in its possession on a lawful basis, or
  - c) is lawfully acquired by Company from a third party that is known by the Company to be under an obligation of confidence to AEA.
3. Company shall not, and shall direct its directors, employees, consultants and advisors who have access to the Confidential Information to not disclose to any person any of the terms, conditions, or other facts with respect to any possible transaction concerning the Confidential Information without the written consent of AEA.
4. At any time upon the written request of AEA, Company shall return the original Confidential Information to AEA and shall destroy all copies or other reproductions or extracts thereof.
5. This Agreement shall continue in full force and effect for a period of twelve months from the date of acceptance by Company.
6. In the event that Company signs this Agreement in an agent capacity, Company agrees to not disclose the Confidential Information to its principal without first obtaining a copy of this Agreement from and duly signed by its principal and providing it to AEA.

7. Company acknowledges that AEA, its directors, officers, employees and agents do not make any representation or warranty, express or implied, as to the quality, accuracy, completeness or materiality of the Confidential Information, including without limitation any representation or warranty with respect to any description of the Property, the quality or quantity of potential or existing hydrocarbon reserves, if any, pricing, taxes, production rates, drilling, rework or recompletion opportunities or locations, decline rates, costs, operating or otherwise, or potential for production, primary, secondary, tertiary, or otherwise, of hydrocarbon from the Property. Company agrees that neither AEA nor any of its Representatives shall have any liability to Company or to any of its Representatives relating to or resulting from the use of the Confidential Information. Any and all of the Confidential Information furnished by AEA is provided as a convenience only and any reliance thereon or use of same is at Company's sole risk, and Company hereby releases AEA from all claims arising out of any such reliance.

8. Company agrees that unless and until a definitive agreement regarding the acquisition of an interest in the Property has been executed, neither AEA nor Company will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement, except for the matters specifically agreed to herein. Company further acknowledges and agrees that AEA reserves the right, in its sole discretion, to reject any and all proposals made by Company or any of its Representatives with regard to a transaction involving the Property, and to terminate discussions and negotiations with Company at any time without any liability to either party. Each party shall bear its own evaluation, consultant, legal, and other expenses associated with any evaluation, discussion, and negotiations concerning the Property.

9. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES OTHERWISE APPLICABLE TO SUCH DETERMINATIONS.

This Agreement may be executed by one or more counterparts and signatures hereto delivered by facsimile machine shall be deemed to be original for all purposes.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the day and year first above written.

American Energy Advisors, Inc.

The Company:

BY: \_\_\_\_\_  
Stephen A. Lieberman, President

\_\_\_\_\_

BY: \_\_\_\_\_

Printed: \_\_\_\_\_

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

EMAIL: \_\_\_\_\_

(Important)

PLEASE FAX THE EXECUTED COPY OF THIS AGREEMENT TO: 949-242-3635