

RECIPIENT COMPANY LETTERHEAD

_____, 20____

**PricewaterhouseCoopers Inc., LIT, solely in its capacity as Receiver and Manager of Tallahassee Exploration Inc. and not in its personal or corporate capacity
c/o Sayer Energy Advisors
1620, 540 – 5th Avenue SW
Calgary, Alberta T2P 0M2**

Attention: Tom Pavic

Dear Tom:

**RE: Confidentiality Agreement
Receivership Sale – Tallahassee Exploration Inc.**

_____ (“Recipient”) has expressed an interest in the purchase of certain oil and natural gas interests held and/or owned by Tallahassee Exploration Inc. (“Tallahassee”) in various areas of Alberta and British Columbia (collectively, the “Property”). PricewaterhouseCoopers Inc., LIT is the Court-appointed Receiver and Manager of Tallahassee (“Receiver”). The Receiver is prepared to provide the Recipient access to certain information relating to the Property, including but not limited to land schedules, financial results, marketing materials, geological and geophysical information and other documentation (collectively, the “Confidential Information”). In consideration of Receiver providing access to the Confidential Information, Recipient agrees as follows:

1. Recipient acknowledges that all Confidential Information provided to Recipient is proprietary to Tallahassee except for Confidential Information which is set out and described in Clause 6 of this letter.
2. The Confidential Information shall be kept in the strictest of confidence and shall not be used for any purpose whatsoever other than evaluating a possible transaction between Recipient and the Receiver on behalf of Tallahassee. The Confidential Information shall not be disclosed to any person other than Recipient and to such of its directors, employees, agents, consultants, representatives and advisors (the “Representatives”) who have a requirement to know such Confidential Information for the purpose of appraising the Property. Recipient shall take all steps that are necessary to ensure that its Representatives are aware of the terms and conditions of this Confidentiality Agreement (this “Agreement”) and Recipient confirms that such terms and conditions are binding upon any and all of its Representatives. Upon request, Recipient shall provide Tallahassee and the Receiver with a list of the Representatives who have received the Confidential Information.
3. Recipient agrees that it and its Representatives shall not disclose to any person or publish or disperse in any form, any terms, conditions or other facts with respect to any possible transaction relating to the Property for which the Confidential Information was disclosed.
4. If the Recipient makes a request to view seismic data as part of its review of a possible transaction involving the Property, as the case may be, and the Receiver provides such access, the Recipient warrants that under no circumstances will it allow its Representatives to copy, remove, take away or otherwise reproduce any of the seismic data or derivatives thereof that such Representatives have been given access to hereunder. This would include, but not be limited to, an absolute restriction against the use of electronic equipment to produce photographs

or other digital copy or reproductions of any of the affected seismic data and or photocopies, sketches or tracings of such affected seismic data. No electronic devices, cameras, USB devices, laptops or cellphones with photographic capability may be brought into the dataroom or an area where data is disclosed.

5. Notwithstanding the foregoing terms, Recipient shall be permitted to disclose such Confidential Information that is required to be disclosed pursuant to any law, rule or regulation in force in Canada. In the event that Recipient receives a request or legal directive to disclose Confidential Information, Recipient shall promptly provide written and verbal notification to the Receiver of such a request. Recipient shall consult with the Receiver on the advisability of taking steps to resist or narrow such request or directive. If disclosure is deemed advisable, Recipient shall cooperate with the Receiver in any attempt that the Receiver may make to obtain an order or other reliable assurance that confidential treatment will be accorded by the requesting or directing party to the Confidential Information required to be disclosed.
6. The restrictions set forth in Clauses 2 and 3 above shall not apply to any part of the Confidential Information which is:
 - a) now in the public domain or becomes part of the public domain other than through an act of the Recipient or its Representatives; or
 - b) in the lawful possession of the Recipient prior to its disclosure by the Receiver; or
 - c) subject to disclosure required by law, rule or regulation provided that the Receiver is given notice pursuant to Clause 5 prior to such disclosure; or
 - d) made available to the Recipient or its Representatives from a source who may reasonably be believed to legally hold such information and who is not bound to the Receiver under a confidentiality agreement.
7. Recipient acknowledges the competitive value of the Confidential Information. Accordingly, without limitation and in addition to any rights of the Receiver on behalf of Tallahassee against the Recipient arising by any breach hereof, the Recipient shall:
 - a) be liable to the Receiver for all losses, costs, damages and expenses whatsoever which they may suffer, sustain, pay or incur; and in addition,
 - b) indemnify and save harmless the Receiver against any and all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by the Receiver or which the Receiver may suffer, sustain, pay or incur, including the payment of the Receiver's legal costs and disbursements on a full indemnity, solicitor and their own client basis, which are incurred by the Receiver in connection with such litigation, including any appeal therefrom and steps incidental thereto;resulting from disclosure by the Recipient, or its Representatives, of all or any part or parts of the Confidential Information.
8. At any time, at the request of the Receiver, Recipient shall immediately return or cause to be returned to the Receiver all of the Confidential Information which may have been released to the Recipient. Recipient shall not retain any copies or other reproductions or extracts of the Confidential Information. Furthermore, Recipient shall, if so requested by the Receiver, provide certification from an officer of the Recipient to the Receiver that the terms and conditions of this

Clause have been complied with. The Recipient will return all requested Confidential Information except to the extent such Confidential Information is on computer systems that are backed-up or archived.

9. Recipient understands and agrees that no contract or agreement providing for the sale of the Property shall be deemed to exist between the Recipient and the Receiver unless and until a definitive offer to purchase has been accepted in writing by the Receiver, and such offer shall be subject to the terms set out therein. For greater clarity the Recipient acknowledges that this Agreement does not constitute a definitive offer to purchase. Recipient hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with the sale of the Property unless and until a definitive offer to purchase from Recipient has been accepted in writing by the Receiver.
10. Recipient understands that in providing access to the Confidential Information, neither Tallahassee nor the Receiver make any representation or warranty as to the accuracy or completeness of the Confidential Information. Recipient agrees that neither Tallahassee nor the Receiver shall have any liability to the Recipient or any of its Representatives as a result of the use of the information by it or its Representatives.
11. The Receiver may refuse to make the Confidential Information available to the Recipient or otherwise terminate the Recipient's access to the Confidential Information at any time, as determined by the Receiver, in its sole and unfettered discretion.
12. In the event that the Recipient becomes aware of a breach of this Agreement, the Recipient agrees that it shall, within two business days, advise the Receiver, in writing, of such breach and provide the details thereof.
13. This Agreement shall be construed and determined according to the laws of the Province of Alberta, and the parties hereby attorn to the jurisdiction of the courts of the Province of Alberta to resolve any disputes arising from this Agreement.
14. Recipient acknowledges and agrees that Tallahassee may be irreparably injured by a breach of this Agreement that could not be adequately compensated for by monetary damages. The Receiver and Tallahassee shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of any of the provisions of this Agreement. Such remedies shall be in addition to all other remedies available at law or in equity.
15. Recipient understands and agrees that:
 - a) The Receiver shall be free to conduct the process for the sale of the Property in its sole discretion and shall determine, without limitation, the course and nature of negotiations with any prospective buyer and the acceptance of a definitive offer to purchase without prior notice to the Recipient, its Representatives or any other person or corporate entity; and
 - b) Recipient shall not have any claims whatsoever against the Receiver or any of its directors, officers, stockholders, owners, affiliates, representatives, advisors or agents arising out of or relating to the sale of the Property.
16. Recipient shall not initiate or arrange, directly or indirectly, or maintain contact regarding Tallahassee's business operations, prospects or finances (except as contemplated herein and for those contacts made in the ordinary course of business unrelated to the possible transaction) with any officer, director, employee, consultant or other representative of Tallahassee, or with

any customer, supplier, sales representative, or competitor of Tallahassee except with the express written permission of the Receiver. Any such permission granted by the Receiver may be revoked at any time.

17. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement.
18. This Agreement shall not be assigned by the Recipient without the prior written consent of the Receiver.
19. This Agreement shall be binding upon, and enure to the benefit of, the parties hereto, and their respective successors and permitted assigns.
20. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supersedes all prior contracts, agreements and understandings pertaining to the subject matter of this Agreement. No modification or alteration of this Agreement shall be binding unless executed in writing by the parties hereto. There are no representations, warranties, collateral agreements or conditions affecting this transaction that have been made or relied upon by any party hereto other than as set out herein in writing.
21. This Agreement will expire on the earlier of (i) the date of completion of a transaction involving Tallahassee and the Recipient and/or a person directly or indirectly controlled by the Recipient; (ii) one (1) year after the date hereof and (iii) the date that any of the Confidential Information becomes publicly accessible pursuant to any order of the Court.

The Recipient accepts the Confidential Information to be provided relating to the Property subject to the terms and conditions set forth in this Agreement.

Yours truly,

COMPANY NAME

OFFICER'S SIGNATURE

OFFICER'S PRINTED NAME & TITLE

I certify that no changes have been made to this Confidentiality Agreement that have not been clearly marked and initialed.

CONFIDENTIAL INFORMATION DELIVERY OPTIONS: *(please check one)*

_____ Electronic or _____ Hard copy (binder)

NAME OF CONTACT PERSON TO FORWARD INFORMATION

CONTACT ADDRESS

TELEPHONE NUMBER

EMAIL ADDRESS

Option to Attach Business Card Here:

**Accepted by PricewaterhouseCoopers Inc., LIT, in its capacity as Receiver and Manager of Tallahassee Exploration Inc. and not in its personal capacity or corporate capacity
this ____ day of _____, 20__**

Paul J. Darby, CPA, CA, CIRP, LIT
Partner, Consulting & Deals