



Confidentiality and AMI Agreement

To be signed by anyone reviewing AMI data

To: _____ (Prospective Participant)

Re: _____ (county or lease block supplied by Prospect Originator)

AMI-____ (number supplied by Dynamic)

From: Dynamic Resources Corporation (Dynamic)

Gentlemen:

The purpose of this letter is to establish an understanding and agreement between Dynamic Resources Corporation (herein after referred to as Dynamic) and _____ (herein after referred to as "Prospective Participant"), with regards to Dynamic's disclosure of CLPs [Concept(s), Lead(s), and Prospect(s)] within the boundaries of the subject AMI to Prospective Participant and the review of data relevant thereto.

Dynamic is disclosing information and data to Prospective Participant in connection with Prospective Participant's possible interest in negotiating a business transaction with Dynamic. Prospective Participant acknowledges that, but for the information and data disclosed by Dynamic, it would not presently have access to the CLPs and would not at this time be in a position to independently proceed with efforts to drill a well within the _____ AMI-__, including _____ (specific lease boundaries provided by Prospect Originator, herein after referred to as the "Property"). Accordingly, in consideration of the disclosure by Dynamic of the Property CLPs and related information and data to Prospective Participant, it is agreed as follows:

1. Prospective Participant shall keep, save and hold as confidential the Property CLPs and all information, studies, compilation, analysis, data, records, maps, interpretations, models, visualizations, and simulations of whatsoever character, kind, or nature relative to the Property (collectively herein after referred to as "Data"), which Dynamic discloses to Prospective Participant.
2. Prospective Participant shall not, without Dynamic's prior written consent, disclose, furnish, nor reveal Data to any individual or entity which is not a party hereto and, similarly, shall not permit or authorize any of its agents, employees, or representatives to disclose, furnish or reveal Data to any individual or entity which is not a party hereto.

• **Dynamic Resources Corporation.** •

- P.O. Box 382 • Barker, TX 77413-0382 • 281.579.0172 • facsimile 281.579.2141 •
- URL: <http://www.walden3d.com/dynamic> • e-mail: dynamic@walden3d.com •



3. Prospective Participant, its agents, representatives, and employees shall use the Data solely for the purposes of evaluating or implementing a possible transaction between Prospective Client and Dynamic.
4. Prospective Participant shall be responsible for and shall indemnify and hold harmless Dynamic for any costs, charges, or damages sustained by Dynamic due to any breach of this agreement by Prospective Participant, its agents, representatives, or employees.
5. Notwithstanding the aforementioned provisions, it is agreed and understood that Prospective Participant may disclose any information, studies, compilation, analyses, data, records, maps, interpretations, models, visualizations, and simulations that Prospective Participant may presently have or hereafter may lawfully obtain from any party who legally is entitled to such Data. Prospective Participant may also disclose Data that is filed in public records and may disclose Data in response to a judicial or administrative process from a court or governmental body of competent jurisdiction with lawful authority to demand the production of the same.
6. Prospective Participant agrees to be responsible for enforcing the confidentiality of the Data provided by Dynamic and agrees to take such action, legal or otherwise, to the extent necessary to prevent any disclosure by any of its agents or employees.
7. At any time at the request of the Company and promptly on the conclusion of the Prospective Participant's review of the Data without the requirement of any request therefor, the Prospective Participant will deliver to the Company all the following then in the Prospective Participant's possession or subject to disposition by the Prospective Participant: (I) the originals and all copies of all Data and any extracts or analysis thereof, and (ii) the originals and all copies of all drawings, files, lists, memoranda, notebooks, notes, records, and other documents (including all thereof stored in computer memories or on disks, on microfiche or by any other means) which relate to the Data, whether compiled, made or prepared by the Company, a Consultant, or by any other person.
8. Prospective Participant recognizes the effort and expense that Dynamic has expended relevant to the Property CLPs to be disclosed and, accordingly, in addition to any equitable or other relief that Dynamic is entitled, if during the term of this agreement Prospective Participant acquires from any party other than Dynamic (a) an interest in the Property, or (b) a right to acquire an interest in the Property, then Prospective Participant shall deliver to Dynamic a 3% of 8/8ths overriding royalty interest in the lease or interest acquired on the Property, proportionally reduced to the interest acquired by the Prospective Participant. Such overriding royalty interest shall be calculated on the same basis as the lessor's royalty interest is calculated.

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9. Should Prospective Participant, as of the date of execution of this agreement, already have an interest in any lease or leases covering all or a portion of the Property, and should Prospective Participant drill, cause to be drilled, or in any other way participate in any well located on Dynamic's CLPs, then Prospective Participant shall deliver to Dynamic 3% of 8th overriding royalty interest in production of said CLP proportionally reduced to the interest owned by the Prospective Participant prior to this agreement or an equivalent performance bonus.
10. In the event Dynamic deems it necessary to initiate any action to enforce Prospective Participant's obligations hereunder, Prospective Participant agrees to reimburse Dynamic, if it prevails, all costs and expenses, including reasonable attorney's fees incurred by Dynamic in this regards.
11. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.
12. This Agreement shall inure to the benefit of and bind the respective successors, heirs, representatives, and permitted assigns of the Parties.
13. This Agreement is the full and complete agreement of the Parties with respect to the Confidentiality and AMI Agreement for the Offshore Eastern Louisiana AMI Property, supersedes and cancels all prior communications, understandings, and Agreements between the Parties, whether oral or written, expressed or implied, in respect to that subject matter. This Agreement may not be amended, except by a written instrument signed by the authorized representative of each Party.

The provisions of this agreement shall remain in force and effect for a period of eighteen (18) months from the date of this agreement or until all of the Property is leased, which ever is sooner. If during the term of this agreement Prospective Participant should acquire the right to acquire or earn an interest in the Property, or a lease or other interest in all or part thereof, the above referenced overriding royalty or performance bonus shall be assigned to Dynamic within forty-five (45) days of acquisition of the aforesaid right or interest by Prospective Participant.

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Please indicate your acceptance of the terms and conditions expressed herein by signing this agreement in the space provided below and returning an original executed copy to Dynamic.

Sincerely,

H. Roice Nelson, Jr.
Finder
Dynamic Resources Corporation

AGREED and ACCEPTED

This ____ Day of _____ (Month), ____ (Year)

Prospective Participant

By: _____

Title: _____

Company: _____