

CONFIDENTIALITY AGREEMENT



THIS CONFIDENTIALITY AGREEMENT ("Agreement"), entered into and made effective as of the ____ day of _____ 2019, ("Effective Date") is by and between Beacon E&P Resources, LLC ("COMPANY") and _____ ("PROSPECTIVE BUYER") (collectively the "Parties").

WITNESSETH:

WHEREAS, the Parties intend to enter into confidential discussions and negotiations relating to PROSPECTIVE BUYER's evaluation and potential purchase of COMPANY's divestiture of certain oil and gas properties, interests, equipment and/or leases related thereto as more specifically described in the attached Exhibit "A" (the "Properties"); and

WHEREAS, the Parties have entered into this Agreement in order to assure the confidentiality of all such information and the confidentiality of the discussions between the Parties to prevent the disclosure of same to third parties except as permitted herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. The term "Confidential Information" as used in this Agreement shall mean the discussion between the Parties concerning the Properties, any and all written, printed or other materials provided by COMPANY to PROSPECTIVE BUYER and the substance and content thereof, and all information ascertained through the discussions between employees or representatives of the Parties concerning the Properties. Confidential Information shall include, but not be limited to, all marketing, operational, economic or financial knowledge, information or data of any nature whatsoever relating to the Properties which has been or may hereafter be provided or disclosed by COMPANY to the PROSPECTIVE BUYER in connection with the Properties. Confidential Information shall not include the following:

(a) information which at the time of disclosure by COMPANY is publicly available, or information which later becomes publicly available through no act or omission of the PROSPECTIVE BUYER;

(b) information which PROSPECTIVE BUYER can demonstrate was in its possession prior to disclosure by COMPANY;

(c) information received by the PROSPECTIVE BUYER from a third party who, to the best of the PROSPECTIVE BUYER's knowledge, did not acquire such information on a confidential basis either directly or indirectly from COMPANY; and

(d) information which PROSPECTIVE BUYER can demonstrate was independently developed by it or for it and which was not obtained, in whole or in part, from COMPANY's.

2. Disclosure and Use of Confidential Information. PROSPECTIVE BUYER agrees to keep confidential all Confidential Information and shall not, without COMPANY's prior written consent, disclose to any third party, firm, corporation or entity, including affiliates of the PROSPECTIVE BUYER, such Confidential Information. PROSPECTIVE BUYER shall limit the disclosure of the Confidential Information to only those officers, employees and agents (including attorneys, accountants, bankers and consultants) of the PROSPECTIVE BUYER reasonably necessary to assist with the evaluation of the Properties. PROSPECTIVE BUYER shall use the Confidential Information only for the purpose of its internal evaluation of the Properties. PROSPECTIVE BUYER shall not make any other use, in whole or in part, of any such Confidential Information without COMPANY's' prior written consent. PROSPECTIVE BUYER agrees that, in complying with its confidentiality obligations under this Agreement, PROSPECTIVE BUYER shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information. PROSPECTIVE BUYER agrees to be responsible for any breach of this Agreement by their respective representatives.

3. Nondisclosure of Agreement. In no event shall PROSPECTIVE BUYER disclose, directly or indirectly, to any third party that PROSPECTIVE BUYER has entered into this Agreement, that review of information, discussions or negotiations are taking place concerning a possible transaction with COMPANY, or any of the terms and conditions of this Agreement or a possible transaction.

4. Required Disclosure. In the event that PROSPECTIVE BUYER is requested or required by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process (1) to disclose any Confidential Information received pursuant to this Agreement or (2) to disclose the possibility of the Properties or the discussions pertaining thereto, it is agreed that it will provide to COMPANY immediate written notice of such request(s) and will use reasonable efforts to resist disclosure, until an appropriate protective order may be sought and/or a waiver of compliance with the provisions of this Agreement granted. If, in the absence of a protective order or the receipt of a waiver hereunder, PROSPECTIVE BUYER is nonetheless, in the written opinion of their respective counsel, legally required to disclose Confidential Information received pursuant to this Agreement, then, in such event PROSPECTIVE BUYER may disclose such information without liability hereunder, provided that COMPANY has been given a reasonable opportunity to review the text of such disclosure before it is made.

5. Return of Documents. COMPANY may elect at any time to terminate further access to the Confidential Information. PROSPECTIVE BUYER further agrees to return

any and all Confidential Information as well as any other information disclosed to it by COMPANY upon written request from COMPANY, including all originals, copies, translations, notes, or any other form of said material, without retaining any copy or duplicate thereof, and shall promptly destroy any and all written, printed or other material or information derived from the Confidential Information. PROSPECTIVE BUYER shall take such actions within 5 business days of receipt of a written request from COMPANY.

6. Survival of Obligations. Regardless of any termination of any business relationship between the Parties, the obligations and commitments established by this Agreement shall remain in full force and effect for one (1) year from the Effective Date or until such time as the Parties have entered into an agreement providing otherwise.

7. Nature of Information. PROSPECTIVE BUYER hereby accepts COMPANY's representations that the Confidential Information is of a special, unique, unusual, extraordinary, and intellectual character and that money damages would not be a sufficient remedy for any breach of this Agreement by it or its representatives and that specific performance and injunctive or other equitable remedies for any such breach shall be available to it. PROSPECTIVE BUYER also acknowledges that COMPANY's interests in such Confidential Information may be irreparably injured by disclosure of such Confidential Information. The remedy stated above may be pursued in addition to any other remedies applicable at law or equity for breach of this Agreement. Should litigation be instituted to enforce any provision hereof, the prevailing party will be entitled to recover all costs, including reasonable legal fees, cost of investigation and cost of settlement.

8. Governing Law. The validity and interpretation of this Agreement and the legal relations of the Parties to it shall be governed by the laws of the State of Colorado.

9. No Other Agreement. It is expressly understood that this Confidentiality Agreement is not and shall not be construed as any form of a letter of intent or agreement to enter into any type of transaction. This Confidentiality Agreement is to evidence the Parties' agreement to maintain the confidentiality of the Confidential Information and shall not constitute any commitment or obligation on the part of either to enter into any specific contractual arrangement of any nature whatsoever. The terms of this Confidentiality Agreement are not intended to create or constitute any legally binding obligation between the parties, and neither party will have any liability to the other party until a definitive agreement, and other related documents, are prepared, authorized, executed and delivered by and between the parties.

No Representation or Warranties. With respect to any information, including but not limited to Confidential Information, which COMPANY furnishes or otherwise discloses to PROSPECTIVE BUYER for the purpose of evaluating the Properties, it is understood and agreed that COMPANY does not make any representations or warranties as to

the accuracy, completeness or fitness for a particular purpose thereof. It is further understood and agreed that neither COMPANY nor its representatives shall have any liability or responsibility to PROSPECTIVE BUYER (except as pursuant to this Agreement) or to any other person or entity resulting from the use of any information so furnished or otherwise provided. Neither this Agreement, nor the transfer of Confidential Information hereunder, shall be construed as granting any license or rights to any information or data now or hereafter owned or controlled by COMPANY and all such Confidential Information shall remain the property of COMPANY.

10. Assignment. PROSPECTIVE BUYER may not assign, pledge or otherwise transfer its rights or delegate its duties or obligations under this Agreement without the prior written consent of COMPANY.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the day and year first herein above written.

BEACON E&P RESOURCES, LLC

By: _____

Title: _____

Date: _____

PROSPECTIVE BUYER

By: _____

Title: _____

Date: _____

EXHIBIT "A"

To Confidentiality Agreement dated _____, 2019, by and between
Beacon E&P Resources, LLC and _____.

