

## **BUYER'S TERMS AND CONDITIONS FOR CHEVRON PROPERTIES**

**THIS AGREEMENT** dated the Intentionally Left Blank day of Intentionally Left Blank, 200\_\_, between **EnergyNet.com, Inc.**, 7201 I-40 West, Suite 319, Amarillo, TX 79106 and Intentionally Left Blank, hereinafter designated as ("**BUYER**"), Intentionally Left Blank (address).

**IN CONSIDERATION** of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BUYER** and **EnergyNet.com, Inc.** agree as follows:

### **PURCHASE OF PROPERTIES IN ONLINE AUCTION OR NEGOTIATING ROOM**

**BUYER** may choose from two alternative methods of purchasing Property under this Agreement: (1) the Online Auction or (2) the Negotiating Room. In the Online Auction, **SELLER** may offer the Property for sale with or without a minimum reserve sales price. A specific date and time are designated for the beginning and ending dates that potential **BUYERS** may bid on the Property. The highest bidder at the ending time and date, whose bid meets the minimum reserve sales price (if any) or whose bid is accepted by **SELLER**, will be obligated to purchase the Property for that price.

**BUYER** may choose the Negotiating Room as an alternative format for purchasing Properties. In the Negotiating Room, **SELLER** sets an initial asking price for the Property and designates an ending date for the negotiating period. Potential **BUYERS** may make an unlimited number of offers. **SELLER** may lower the asking price to meet a **BUYER'S** offering price. The first **BUYER** whose offering price meets or exceeds **SELLER'S** current asking price will be obligated to purchase the Property for **SELLER'S** current asking price or **BUYER'S** offering price, if higher.

### **AGREEMENT TO PURCHASE**

**BUYER** hereby agrees to participate either as a bidder in the Online Auction or as offeror in the Negotiating Room for the sale of Oil and Gas Properties on the Website and **EnergyNet.com, Inc.** agrees to allow **BUYER** to participate in the sale based on the following terms and conditions and any additional terms as posted on the Lot, Property Narrative, or Property Information Page and/or Additional Information on the Website:

### **BUYER'S REPRESENTATIONS, AGREEMENTS, WARRANTIES AND ASSURANCES:**

#### **1. SOPHISTICATED, ACCREDITED AND QUALIFIED INVESTOR**

**BUYER** hereby agrees that Properties (hereinafter the "Property" or "Properties" whether used in the singular or plural tense) for sale on the Website are not and will not be registered securities under the Securities Act of 1933, the Securities Exchange Act of 1934 and all applicable State Securities Laws. The **BUYER** hereby acknowledges and agrees that securities exemptions under the applicable Federal and State Laws are based on the **BUYER** being a sophisticated, accredited and qualified investor.

Both the **SELLER** and **EnergyNet.com, Inc.** are offering the Property or Properties for sale only to sophisticated, accredited and qualified **BUYERS**. **BUYER** hereby agrees and acknowledges that any Properties it will acquire will be subject to applicable Federal and State Securities Laws and **BUYER** hereby acknowledges strict compliance with all applicable State and Federal Securities Laws. Therefore, **BUYER** by executing this Agreement to purchase Properties hereby acknowledges and represents:

A. By reason of its knowledge and experience, the **BUYER** or its representative will evaluate the merits and risks of the Properties to be purchased on the Website and will form an opinion based solely upon their knowledge and experience and not upon any statement, representation, or printed material provided or made by **EnergyNet.com, Inc.** and its representatives or **SELLER**.

B. The **BUYER**, being of legal age, has sufficient financial resources in order to bear the risk of loss attendant to the purchase of the Property. "Sufficient Financial Resources" are to be defined as follows: