

14. ASSIGNMENT TO CONTROL

BUYER hereby acknowledges and agrees that the assignment to be prepared by **SELLER** is the controlling document over this Agreement as to what interest is conveyed by the **SELLER**. As between **SELLER** and **BUYER** the terms and conditions of the Assignment provided by the **SELLER** and displayed on the Web site with each of **SELLER'S** properties shall supersede and control over any conflicting terms and conditions in this Agreement. Both **BUYER** and **SELLER** have a duty to determine any discrepancies between the assignment and what is represented in the Property information provided. If **SELLER** fails to timely deliver its assignment for examination prior to the sale, **BUYER** agrees to accept such assignment "AS IS" in the form and substance as prepared by **SELLER** when delivered to **EnergyNet.com, Inc.** Subject to Section 6, **BUYER** agrees to hold **EnergyNet.com, Inc.** and **SELLER** harmless as to discrepancies between the assignment and Property information provided.

15. SELLER'S AGREEMENT

BUYER acknowledges and agrees that its purchase of Properties is subject to terms and conditions of the *SELLER'S AGREEMENT FOR THE SALE OF OIL AND GAS PROPERTIES*, substantially in the form attached as Exhibit "A" and hereby states that **BUYER** has read and understands the same. In the event of conflict with same, the *SELLER'S AGREEMENT FOR THE SALE OF OIL AND GAS PROPERTIES* SHALL CONTROL. **BUYER** AGREES TO ALL OF **SELLER'S** WAIVERS, LIMITATIONS, DISCLAIMERS AND REMEDIES THEREIN.

16. SELLER'S DEFAULT

In the event that **SELLER** defaults for any reason whatsoever, **BUYER'S** sole remedy is against the **SELLER** only. **BUYER** indemnifies and holds harmless **EnergyNet.com, Inc.** as to any and defaults of **SELLER**.

17. BUYER'S DEFAULT

BUYER acknowledges and agrees that if it defaults for any reason after the date of sale but prior to the date of closing and does not tender the requested total purchase funds to the Escrow Bank within the required time, **SELLER** will have the option to do the following:

- A. For sales in the Online Auction declare the sale void and sell the Property to the next highest bidder who has the option to tender the full amount of its bid to the Escrow Bank within two (2) banking days of notification.
- B. For sales in the Negotiating Room, declare the sale void and sell the Property to the party next in time, whose offer meets or exceeds **SELLER'S** asking price.
- C. Remove the Property from the Online Auction or Negotiating Room and, at **SELLER'S** option, resell the Property through **EnergyNet.com, Inc.** at a future date.
- D. In addition, **EnergyNet.com Inc.** may, at its sole option and discretion, terminate the **BUYER'S** Agreement executed by **BUYER** and **BUYER'S** right to participate in any subsequent sale on the Website.

BUYER acknowledges and agrees that the above options are remedies for mitigation of damages and that **SELLER** will have the full right to seek damages against **BUYER** for its failure to tender the total purchase funds bid by the **BUYER**. **BUYER** further agrees that **SELLER** and **EnergyNet.com, Inc.** will be entitled to recover all costs and attorneys fees resulting from the **BUYER'S** breach.

If **BUYER** has tendered full or partial funds (whether pursuant to the preferential rights provisions of this contract or otherwise) and then fails to tender the full total purchase price (whether upon waiver or expiration of the third party rights or otherwise), or otherwise defaults as to other terms and conditions as set forth herein, **EnergyNet.com, Inc.** will be entitled to retain the partial funds towards satisfaction of its total purchase price commission as set out in the **SELLER'S** Agreement. Upon satisfaction of the commission, the remaining funds, if any, will be distributed to the **SELLER** as liquidated damages and not as a penalty. Retention of the partial funds does not release the **BUYER** from any action by the **SELLER** for **BUYER'S** breach and **SELLER** will be allowed the mitigation options as set out above and the right to seek