

July 30, 2002

**J. M. Hazzard**

**SWEPI, LP**

200 N. Dairy Ashford, Suite 4-342

Houston, TX 77079

**Re: Seller's Agreement for the Sale of Oil and Gas Properties**

Dear Jay:

This letter is to mutually agree and confirm that certain amendments were made to the Seller's Agreement for the Sale of Oil and Gas Properties entered into on the 30 day of July, 2002 by and between EnergyNet.com, Inc. ("ENCI") and SWEPI, LP ("Seller"). Said Seller's Agreement shall govern the terms and conditions under which Seller is willing to sell oil and gas properties through the online auction process conducted by ENCI. This letter will therefore clarify to all of the prospective purchasers, who have been duly qualified and accredited to bid on any of SWEPI properties, those certain amendments or additions made to said Seller's Agreement that may effect the terms and conditions as outlined in the Buyers Agreement.

ENCI and SWEPI hereby agree that the following paragraphs as outlined below are the only amendments made to said Seller's Agreement that effect the terms and conditions of the Buyers Agreement.

## **6. ENVIRONMENTAL LIABILITIES**

**INDEMNIFICATION** Capitalized terms used in this section 6 which are not defined elsewhere in this AGREEMENT are defined in subsection 6(f) below.

### **a) General Indemnity by BUYER**

To the fullest extent permitted by law, but no further, BUYER shall indemnify and hold harmless SELLER, its partners, Affiliates, successors and assigns, and the respective officers, directors, employees and agents of each (the "SELLER Indemnified Parties"), from and against any and all Claims