

**CEDAR STRAT
CONFIDENTIALITY AGREEMENT
AND
COVENANT NOT TO COMPETE**

This Confidentiality Agreement and Covenant Not to Compete (hereinafter "Agreement") is entered into this _____ day of _____, 2008, by and between CHAMBERLAIN EXPLORATION DEVELOPMENT AND RESEARCH STRATIGRAPHIC CORPORATION, dba CEDAR STRAT CORPORATION, a Nevada corporation located at 511 West Robins St., Eureka, NV. 89316 (hereinafter "Cedar Strat") and _____, a _____ corporation, located at _____ and its subsidiaries and affiliates, (hereinafter "Participant"). Cedar Strat and Participant may be referred to herein individually as "Party" or collectively as the "Parties."

R E C I T A L S

The Parties recite and declare as follows:

A. WHEREAS, Cedar Strat and Participant have discussed the possible implementation of a project specific joint participation agreement (hereinafter "Participation Agreement") wherein the Parties will agree to work together in the development and production of an oil and/or gas play located in Nevada.

B. WHEREAS, the Participant acknowledges that Cedar Strat will allow Participant to have non-exclusive access to certain geological, geophysical, technical, contractual and other data and information related to the Non-Compete Area in the Nevada county(s) of _____ and more particularly described as follows: A rectangular area bordered on the southwest and northwest corners by Township ____ North, Range ____ East, through Township ____ North, Range ____ East, inclusive, and on the southeast and northeast corners by Township ____ North, Range ____ East, through Township ____ North, Range ____ East, inclusive, in the Mount Diablo Meridian. Any currently controlled acreage excluded from the foregoing Non-Compete Area is as follows: _____

_____. The data and information has been developed by Cedar Strat over a long period of time and at great expense and includes, but is not limited to, well logs, interpretative maps, land maps, speculative seismic data, mapping information, cross section studies, concepts, plans, reports, stratigraphic information, business plans, know-how, techniques, software, drawings, graphs, memoranda, lists, notes, proposals, operating plans, outlines, concepts, processes, records, computer programs, unique ideas, calculations, composition of business/participant services, business agreements, works of authorship,

customer and participant lists, participants in various oil and/or gas plays, documents and materials, which are all classified by Cedar Strat as confidential, proprietary, and/or trade secrets (hereinafter collectively referred to as “Confidential Information”).

C. WHEREAS, Participant desires to enter into this Agreement and agrees that it will not disclose Confidential Information nor compete with Cedar Strat within the geographical boundaries of the Non-Compete Area, described herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, and other good and valuable consideration, (including Cedar Strat’s offering Participant the opportunity to participate in its oil and/or gas play), the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Confidentiality Agreement. Participant acknowledges that Cedar Strat will disclose Confidential Information to Participant, which information and data have been developed by Cedar Strat. Participant acknowledges that the Confidential Information disclosed by Cedar Strat is unique, secret, proprietary and valuable, and that it constitutes a separate property interest of Cedar Stat, which is recognized and protected as a legal right. All of the Confidential Information is recognized as property and/or trade secrets (under the Nevada Uniform Trade Secrets Act – Nevada Revised Statutes 608.010 et seq.) which belong to Cedar Strat. Participant agrees that it will not use any of the Confidential Information disclosed by Cedar Strat for its own gain or profit, other than as set forth in the Participation Agreement, and Participant specifically agrees that it will not disclose to any other party any of the Confidential Information shared by Cedar Strat with Participant in reliance upon the respective terms of this Agreement. Participant shall use reasonable measures to keep all of Cedar Strat’s Confidential Information protected and confidential. Participant is permitted to use the Confidential Information solely for the limited purpose of participating in the oil and/or gas play as set forth in the Participation Agreement. Promptly upon request of Cedar Strat, or at the conclusion of the Participation Agreement, Participant shall return or destroy all Confidential Information and all copies, extracts, portions, notes, studies, summaries and derivatives of the Confidential Information under its control, and certify in writing that it complied with this requirement. Participant shall take no action inconsistent with the ownership and intellectual property rights of Cedar Strat. Participant acknowledges that Cedar Strat would suffer irreparable harm if Participant were to breach the provisions of this paragraph and, that in the event of such a breach, Cedar Strat shall be entitled to immediate equitable relief (including without limitation, injunctive relief and/or orders for specific performance) in addition to its other remedies at law or in equity.

II. Other Participants. As set forth herein, Cedar Strat has developed, over a long period of time and at a great expense, the Confidential Information concerning the land area located within the geographical boundaries of the Non-Compete Area. Cedar Strat will disclose necessary Confidential Information in order for the Parties to work together in the oil and/or gas play, as defined in the Participation Agreement. Participant is aware of and understands that Cedar Strat is currently entering into other participation agreements with other unrelated participants in order to pursue separate and unrelated oil and/or gas plays outside the Parties' Area of Mutual Interest (AMI), but within the boundaries of the Non-Compete Area. More specifically, other participants will participate with Cedar Strat in separate unrelated oil and/or gas plays within the Non-Compete Area, but not within the Parties' AMI. Participant is aware of this process and agrees and acknowledges that this constitutes a part of Cedar Strat's general business plan.

III: Covenant Not to Compete. During the effective term of the Participation Agreement between the Parties and this Agreement, Participant agrees that it will not directly or indirectly compete with Cedar Strat within the boundaries of the Non-Compete Area. The term of this Covenant Not to Compete shall be for the duration of the Participation Agreement between the Parties or thirty-six (36) months from the effective date of this Agreement, whichever shall occur last. Participant specifically understands that the Non-Compete term refers to the Covenant Not to Compete and does not effect the requirement that Participant shall not disclose or misappropriate Confidential Information of Cedar Strat, which is covered elsewhere in this Agreement. During the term of the Covenant Not to Compete, the Participant (including any of its affiliates, agents, business partners, or employees) shall not acquire any interest of any type whatsoever, direct or indirect, whether lease hold, mineral, royalty, contract right, or otherwise in the Non-Compete Area, or otherwise compete with Cedar Strat in the Non-Compete Area nor disclose, sell, or assign copies or excerpts from prospect outlines, or any portion thereof, or any data, ideas, concepts, studies, recommendations, or Confidential Information pertaining to the Non-Compete Area. If, during the effective term of this Covenant Not to Compete, the Participant (or the Participant's related entities, business associates, agents, partners, or employees) acquires from a third party or parties, either directly or indirectly, a lease hold interest, mineral interest, royalty interest or the contractual right to earn a lease hold interest, mineral or royalty interest (hereinafter "Mineral Interest"), or any geological, geophysical, or prospect data with regard to the real property within the Non-Compete Area (or any portion thereof), Participant shall within thirty (30) days after the date of such acquisition provide written notice of the actual costs, terms and conditions of such acquisition to Cedar Strat, including proof of payment by Participant. Cedar Strat shall have the right, but not the

obligation, to acquire from Participant up to one hundred percent (100%) interest in the rights and/or interests acquired by Participant within the Non-Compete Area and will reimburse Participant for only one-half (1/2) the actual documented costs. Cedar Strat will have 120 days after receipt of such notice to advise Participant whether or not it elects to acquire a portion or all of the interest acquired by Participant at one-half (1/2) of their documented costs. The Parties expressly agree that in accordance with Nevada law the terms of this Covenant Not to Compete are reasonable in scope and duration. The Participant agrees that the terms of the Covenant Not to Compete do not impose upon Participant any greater restraint than is reasonably necessary to protect the business and good will of Cedar Strat and that it imposes no undue hardship upon the Participant.

IV. Governing Law. As Cedar Strat's Corporate Office is located in Eureka, Nevada, this Agreement shall be construed in accordance with, and governed by the substantive and procedural laws of, the State of Nevada, without reference to principles governing choice or conflict of laws.

V. Agreement Binding. This Agreement shall apply to, inure to the benefit of, and bind all Parties hereto, their employees, agents, assigns, personal representatives, heirs, executors, administrators, members, managers, subsequent purchasers, agents, affiliated entities, actors, shareholders, subsidiaries, principals, associates, and successors.

VI. Representations. By execution of the Agreement each signatory represents and warrants for itself to the other Party that:

(a) The Agreement is executed on behalf of an individual or a valid and existing legal entity and that such individual or entity has full right and authority to undertake any action contemplated by the Agreement; and

(b) The Parties shall indemnify each other, their successors and assigns, against any and all damages, including costs and reasonable attorney fees, resulting from any breach of representation

VII. Assent to Terms. The undersigned agree that each Party assent to the terms of this Agreement upon his own investigation and judgment in regard to all matters herein contained, and each Party specifically acknowledges that he has not relied upon representations made by any other party, except representations or warranties set forth in the Agreement, and that the Agreement is made and entered into free of any duress, coercion or undue influence from any source whatsoever. Each Party warrants and acknowledges that they have been fully advised by legal counsel of their own selection, or that they have waived such right, and that they are relying wholly upon their own judgment and/or the advice of their own legal counsel in executing this Agreement.

VIII. Miscellaneous.

(a) The covenants and conditions of this Agreement shall survive any closing, creation of a joint business, termination of a business relationship, or conveyance of property by deed or otherwise.

(b) In the event of a dispute between the Parties arising under this Agreement, or in the event of an action brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to the recovery of reasonable attorney fees and reasonably incurred costs and expenses of litigation.

(c) If a court of competent jurisdiction shall find any provision of this Agreement unenforceable under Nevada law, such provisions shall be stricken and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth in the first portion of this Agreement.

CEDAR STRAT CORPORATION

Participant

By: _____

By: _____

Its: _____

Its: _____