

Purchaser's Initials - _____

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and entered into this ____ day of _____, 2006,

by and between _____ (Purchaser) whose address is _____, telephone is _____, and fax is _____,

and Bradford Gordon Partnerships and Mikado Corporation (Seller), whose addresses are: 50 Congress Street, Boston, MA, 02109, phone: 617-720-2808, and fax: 617-720- 5524 and c/o Lawrence M. Elkus, 30833 Northwestern Highway, Suite 204, Farmington Hills, MI, 48334, phone: 248-539-3232, and fax: 248-539-9191, respectively.

Recitals:

A. Seller is the owner of numerous oil and gas properties and prospect information in the State of Michigan. Seller is desirous of selling such assets.

B. Seller has not disclosed the actual location, drilling location or drilling unit configuration, all of which are valuable and confidential information.

C. Purchaser has confirmed its initial interest in the purchase of Seller's assets but requires further investigation of Seller's assets, including the specific locations, prospect information, drilling locations and drilling unit configurations.

D. Seller would not be willing to disclose such information except on a confidential basis and with liquidated damages provisions. Purchaser understands the importance of the confidentiality and the value of the information that is intended to be received under the terms of this Agreement and accepts the terms stated below. NOW, THEREFORE, in consideration of the premises, in reliance upon the above representations, and the agreements contained herein, the parties agree as follows:

1. The parties incorporated the recitals above by this reference.
2. Purchaser, including its employees and agents, agree that the non-public information discussed in meetings, telephone conversations, e-mail, U.S. Mail, or otherwise delivered to Purchaser, specifically including the concept of Seller, the niche market place, the oil and gas investing concepts (collectively referred to as "Confidential Information") to be disclosed to Purchaser, shall be held in strictest of confidence and treated as proprietary to Seller. Purchaser agrees not to use or disclose any Confidential Information to anyone without the prior written consent of Seller.
3. Purchaser agrees that the Confidential Information will be kept confidential at all times. If discussions regarding possible acquisition of Purchaser by Seller are discontinued, Purchaser

shall promptly return the original Confidential Information to Seller along with all copies, analyses, and other documents incorporating any of the Confidential Information (including Purchaser's database information).

4. The Confidential Information does not include any information which was available to Purchaser on a non-confidential basis prior to its disclosure to it by Seller, and if previously known, Purchaser shall provide a written representation of such prior knowledge within five days to Seller. All information shall be presumed confidential; Purchaser shall bear the burden of proof that any information falls within the above described exception.

5. Purchaser agrees that any violation of their promises to Seller contained in this Agreement will cause irreparable harm to Seller; in such case, Seller shall be entitled to (1) injunctive relief (including, without limitation, a temporary restraining order on an ex parte basis) to enjoin any further violations on a prima face showing of a violation AND (2) an overriding royalty interest in the amount of one percent of 8/8 in all prospects that are disclosed by Seller's information (85% BG - 15% Mikado), including those that may be public information. A prospect shall be considered part of the information disclosed if Seller's information contains a well location within one mile of Seller's mineral rights. This overriding royalty interest shall be granted for all prospects generated within the next five years by Purchaser and the actual overriding royalty interest shall continue for so long as the underlying oil and gas leases continue after such five year period. No delay by Seller in enforcing its rights under this Agreement shall be deemed a waiver of those rights. Seller shall be entitled to collect all of its reasonable attorney fees and other costs to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Seller:

Purchaser:

Bradford Gordon Partnerships

By: _____
Bradford G. Jenkins, Jr., General Partner

By: _____

Mikado Corporation

By: _____
Lawrence M Elkus, President