

EXHIBIT 1

Bidding Procedures

ORDER SIGNED

EXHIBIT 1 TO EXHIBIT A TO SALE MOTION (ORDER APPROVING BIDDING PROCEDURES)

BIDDING PROCEDURES

Pursuant to the Order (A) Approving (I) Bidding Procedures; (II) Auction Procedures; and (III) Assumption and Assignment Procedures; (B) Approving Notice Procedures for (I) the Solicitation of Bids, (II) an Auction; (C) Scheduling Hearings on Approval of a Sale or Sales of Substantially All of Debtors' Assets; and (D) Granting Related Relief, dated October 13, 2011 (the "Bidding Procedures Order"), the following initial bidding procedures (the "Bidding Procedures") shall govern the sale (the "Sale") and competitive bidding process applicable to the Sale of all or substantially all of the assets (defined as the "Assets" in the Motion (the "Motion") for Orders (I) Approving (A) Bidding Procedures; (B) Bid Protections; (C) Auction Procedures; and (D) Assumption and Assignment Procedures; (II) Approving (A) Notice Procedures for (A) the Solicitation of Bids, and (B) an Auction; (III) Scheduling Hearings on Approval of a Sale or Sales of Substantially all of Debtors' Assets; (V) Approving the Assumption and Assignment of Contracts and Leases; and (VI) Granting Related Relief of Korea Technology Industry America, Inc., Uintah Basin Resources, LLC and Crown Asphalt Resources, L.L.C., debtors and debtors-in-possession (the "Debtors"):

I. Sale Notice

Upon the approval of these Bidding Procedures, the Debtors will distribute a copy of the Bidding Procedures Order and the Notice of Auction and Sale Hearing to the parties listed in the Motion: (i) all entities reasonably known to have expressed an interest in a transaction with respect to the Assets during the past twelve (12) months, (ii) all taxing authorities or recording offices which have a reasonably known interest in the relief requested, (iii) the Office of the United States Trustee, (iv) counsel to the Creditors' Committee, if any, or, if none, to members of the Creditors Committee, if appointed, (v) all non-debtor parties to relevant contracts or leases (executory or other), (vi) all known creditors of the Debtors, including all known persons asserting a lien, claim, encumbrance or other interest in, to or against any of the Debtors' assets, and (vii) all parties who have requested service pursuant to Bankruptcy Rule 2002.

In addition, the Debtors will distribute a copy of the Bidding Procedures Order and the Notice of Auction and Sale Hearing to all parties the Debtors have determined, in their discretion, qualify as a potential bidder based primarily upon likely interest in the assets and financial ability to consummate the Sale (the "Qualified Parties").

The Debtors will provide a copy of the Asset Purchase Agreement (the "Stalking Horse Agreement") with Rutter and Wilbanks Corporation (the "Stalking Horse Purchaser"), in electronic form, upon request to such parties.

II. Bid Deadline and Requirements for Initial Bids

An Initial Bid must be submitted on or before the Bid Deadline which is **November 1, 2011 at 12:00 p.m. (Prevailing Mountain Time)**, via electronic mail or hand delivery to the following:

(i) counsel for the Debtors: Steven J. McCardell and Kenneth L. Cannon II, Durham Jones & Pinegar, 111 E. Broadway, 9th Floor, Salt Lake City, Utah 84111, Telephone: (801) 415.3000, Facsimile: (801) 415.3500, email: smccardell@djplaw.com kcannon@djplaw.com;

(ii) counsel for the United States Trustee: Laurie Cayton, Esq., Office of the United States Trustee, Ken Garff Bldg., 405 South Main Street, Suite 300, Salt Lake City, UT 84111, Telephone: (801) 524.3031, Facsimile: (801) 524.5628, email laurie.cayton@usdoj.gov;

(iii) counsel for certain secured parties as follows: (a) counsel for Raven Mining Company: Joseph M.R. Covey, Parr Brown Gee and Loveless, 185 South State Street, Suite 800, Salt Lake City, Utah 84111, Telephone: (801) 532.7840, Facsimile: (801) 532-7750, email jcovey@parrbrown.com; (b) counsel for Western Energy Partners, LLC and Tar Sands Holdings, LLC, Robert S. Prince, Kirton & McConkie, 1800 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, Telephone: (801) 328-3600, Facsimile: (801) 321-4893, email rprince@kmclaw.com; (c) counsel for Elgin Services Company, Inc., and Tar Sands Holdings, LLC, Darwin H. Bingham, Scalley Reading Bates Hansen & Rasmussen, P.C., 15 West South Temple, Suite 600, Salt Lake City, Utah 84101, Telephone: (801) 531-7870, Facsimile: (801) 326-4669, email dbingham@scalleyreading.net; (d) counsel for Lawrence K. Deppe, d/b/a/ Process Engineered Products, Gary E. Jubber, Fabian & Clendenin, 215 South State Street, Suite 1200, Salt Lake City, Utah 84111-2323, Telephone: (801) 531-8900; Facsimile: (801) 596-2814, email gjubber@fabianlaw.com;

(iv) counsel for Rutter and Wilbanks Corporation as follows: Bill Gray, Miller Guymon, P.C., 165 S. Regent St., Salt Lake City, Utah 84111, Telephone: (801) 363-5600, Facsimile: (801) 363-5601, email gray@millerguymon.com; and

(iv) committee and examiner: The members of and counsel for any Official Committee of Unsecured Creditors appointed by the U.S. Trustee (the "Committee") and any examiner appointed in these cases. At the time of the service of this notice, the Committee has not appointed counsel. The members of the Committee are: Haynie & Company, Attn: Scott Reams, Partner, 1785 West Printers Row, Salt Lake City, Utah 84403, Telephone: (801) 972-4800; Facsimile: (801) 972-8941; email scottr@hayniecpas.com; Frontier Petroleum, LLC (fka Gavilan Petroleum, LLC), Attn: Tom Bachtell, Manager, 1245 E. Brickyard Road, Suite 110, Salt Lake City, UT 84106, Telephone: (801) 466-4131; email: utah@windrivercompanies.com; Western Energy Partners, 6440 S. Wasatch Blvd., Suite 105, Salt Lake City, UT 84121, Telephone: (801) 277-5885; Facsimile: (801) 273-4119; attorney for Western Energy Partners, Robert Prince, Kirton & McConkie, 1800 Eagle Gate Tower, 60 East South Temple, P.O. Box 45120, Salt Lake City, UT 84124, Telephone: (801) 328-3600; Facsimile: (801) 321-4893; email: rprince@kmclaw.com. The Examiner is Mark Hashimoto, Piercy Bowler Taylor & Kern,

9980 South 300 West, Ste. 200, Sandy, UT 84070, Telephone: (801) 990-1120; email hashimoto@pbt.com. Counsel for the Examiner are George B. Hofmann, IV, and Matthew M. Boley, Parsons Kinghorn Harris, 111 E. Broadway, #1100, Salt Lake City, Utah 84111, Telephone (801) 363-4300; Facsimile (801) 363-4378; email, gbh@pkhlawyers.com, mmb@pkhlawyers.com.

III. Due Diligence and Other Considerations

Upon execution of a confidentiality agreement in the form attached hereto as Annex 1, the Debtors will provide reasonable access to (a) the Debtors' books, records and Mr. Soung J. Kim for the purposes of conducting due diligence and opportunity to conduct such due diligence and (b) a hard copy data room located at the offices of counsel for the Debtors, Durham Jones & Pinegar, 111 E. Broadway, 9th Floor, Salt Lake City, Utah 84111, Telephone: (801) 415.3000, containing information concerning the Debtors and their property to bidders for the purpose of conducting due diligence prior to the Auction, and to the extent documents are imaged in electronic form, in electronic form. Because Mr. Kim is the sole remaining officer of the Debtors in the United States, Mr. Kim's time is limited, and will be allocated to responding to due diligence requests in a reasonable manner consistent with priorities as determined by Mr. Kim's other responsibilities.

In the event the data room inadvertently contains or the Debtors otherwise inadvertently provide as part of a prospective bidder's due diligence any privileged information not intended to be disclosed, the Debtors will be deemed not to have waived any privilege and any inadvertently included material will be removed from the data room and returned or destroyed upon request.

By participating in the Auction, all Qualified Parties are deemed to acknowledge that they have had sufficient and reasonable access to the Debtors' books, records and to Mr. Kim for the purposes of conducting due diligence and opportunity to conduct such due diligence.

All Initial Bids shall remain open and be irrevocable, notwithstanding the Bankruptcy Court's approval of the Sale of the Assets, until the earlier of the end of the second business day following the closing of the transaction and fifteen (15) days after the entry of an order by the Court approving a definitive agreement providing for the Sale of the Assets.

All Qualified Parties who submit an Initial Bid shall be deemed to have read, understood, consented to and agreed to be bound by the provisions of the Sale Procedures Order and these Bidding Procedures.

IV. Determination of Qualified Bid Status

To qualify as an Initial Bid, the bid must, at a minimum, comply with the following requirements:

- (i) The Initial Bid must be received by the Bid Deadline;

(ii) The Initial Bid must contain a definitive asset purchase agreement signed by the bidder (together with a copy of the signed agreement that is marked to show changes from the Stalking Horse Agreement (a “Qualified APA”) and identifying the Assets the party seeks to purchase with, at a minimum, the following requirements:

(a) having substantially identical terms and conditions as the Stalking Horse Agreement, as applicable, except with higher and better consideration,¹ which can be determined by aggregating bids made on different portions of the Debtors’ Assets (“Aggregate Bids”);

(b) containing terms and conditions no less favorable to Debtors’ estates than the terms and conditions in the Stalking Horse Agreement (provided that no Initial Bid shall provide for the payment to the bidder of any breakup fee, topping fee, expense reimbursement or other similar arrangement), including the evaluation of Aggregate Bids;

(c) providing for a purchase price at least (i) Five Hundred Thousand Dollars (\$500,000.00) greater than the cash portion of Stalking Horse Agreement purchase price (i.e., \$34,484,068), plus (ii) the amount of the Expense Reimbursement (as defined below) payable to the Stalking Horse Purchaser immediately upon the close of the Auction (as provided below), if the Stalking Horse Purchaser’s bid is not selected as the highest and best bid; and

(d) not being subject to any financing contingency or any of the following contingencies or conditions, other than those included in the Stalking Horse Agreement: A) contingency relating to the completion of unperformed due diligence, (B) contingency relating to the approval of the bidder’s board of directors or other internal approvals or consents, or (C) any conditions precedent to the bidder’s obligation to purchase the Assets;

(iv) To the extent not previously provided to Debtors, the Initial Bid must be accompanied by evidence satisfactory to Debtors in their commercially reasonable discretion that the bidder is willing, authorized, capable and qualified financially, legally and otherwise, of unconditionally performing all obligations under the Qualified APA (or its equivalent) in the event that it submits the Successful Bid (as defined below) at the Auction;

(v) Remain open and irrevocable until the earlier of the end of the second business day following the closing of the transaction and fifteen (15) days after the entry of an order by the Court approving a definitive agreement providing for the Sale of the Assets;

¹ For purposes of this determination, the following evaluation factors will be used, namely (i) the indicated purchase price, (ii) the Qualified Bidder’s financial capacity to consummate a transaction if selected as the Successful Bid, (iii) the extent and type of requested changes to the attached draft of the Agreement, (iv) the Qualified Bidder’s ability to expeditiously consummate the transaction if selected as a Successful Bid, and (v) other factors deemed appropriate in the Debtors’ discretion after consultation with the Consultation Parties.

(vi) The Initial Bid must clearly state the amount of consideration, in U.S. dollars, that the bidder is prepared to pay for any or all of Debtors' assets, including any assumption of liabilities or other non-cash consideration;

(vii) The Initial Bid must be accompanied by information and assurances satisfactory to the Debtors that the bidder can obtain all required consents, approvals and licenses to fulfill the terms, conditions and obligations under any and all related agreements, including but not limited to, sufficient information to permit the Court, the Debtors and any applicable lessors or counterparties to determine the proposed assignee's ability to comply with the requirements of section 365 of the Bankruptcy Code (to the extent applicable);

(viii) The Initial Bid must state that it has been approved (subject to stated conditions) by any, and all, governing bodies or investors (e.g., board of directors or minority partners); and

(ix) The Initial Bid must state that it is made by the principals of the Bidder, and not by any person acting as agent for another, whether the principals are disclosed or undisclosed; however, a bidder may appoint a representative to act on its behalf in connection with the Initial Bid.

The Debtors and their advisors, in consultation with counsel for Western Energy Partners, LLC and Elgin Services Company, Inc., and any official committee appointed by the United States Trustee (the "Consultation Parties"), will evaluate the Initial Bids submitted and determine whether to deem any such bid a "Qualified Bid" and invite any such "Qualified Bidder" to participate in the Auction. No Consultation Party or member or principal of any Consultation Party shall be a Qualified Bidder.

Initial Bids will be evaluated on the basis of (i) the indicated purchase price, (ii) the Qualified Bidder's financial capacity to consummate a transaction if selected as the Successful Bid, (iii) the extent and type of requested changes to the attached draft of the Agreement, (iv) the Qualified Bidder's ability to expeditiously consummate the transaction if selected as a Successful Bid, and (v) other factors deemed appropriate in the Debtors' discretion after consultation with the Consultation Parties.

The Debtors after consultation with the Consultation Parties will select those Initial Bids that they consider to be Qualified Bids **on or before the commencement of the Auction**, provided, however, that the Debtors, in consultation with the Consultation Parties, reserve the right to select such Qualified Bids at an earlier date or to reject any Initial Bid as insufficient, and further provided, however, that, if no other Qualified Bid is received, the Auction shall be cancelled and the Debtors shall report the same to the Bankruptcy Court.

In such circumstances, the Debtors shall promptly proceed to seek entry of the appropriate orders approving the sale to R&W pursuant to the terms and conditions set forth in the Stalking Horse Agreement.

V. The Auction

In the event Qualified Bids are received, an auction (the "Auction") of the Debtors' assets will be held on **November 2, 2011 at 12:00 noon (Prevailing Mountain Time)** at the offices of Durham Jones & Pinegar, 111 E. Broadway, 9th Floor, Salt Lake City, Utah 84111 or such other location determined by the Debtors, at which Auction the Debtors may select the highest and best Qualified Bid for any particular asset of the Debtors as a Successful Bid. **ALL SALE(S) SHALL BE SUBJECT TO THE APPROVAL OF THE BANKRUPTCY COURT.**

The proceedings at the Auction may be transcribed by a court reporter.

The Debtors, in consultation with the Consultation Parties, may consider Initial Bids for individual assets or groups of assets and may consider whether such bids, when taken together (defined previously as Aggregate Bids), are higher and/or better than any bids, including the bid of the Stalking Horse Purchaser, if applicable.

The Stalking Horse Purchaser, parties who submit Qualified Bids prior to the Bid Deadline, the Consultation Parties, the Debtors and the professionals of the foregoing shall be entitled to attend and be heard at the Auction.

Any creditors of the Debtors who wish to attend the Auction may do so but must give notice of their attendance to counsel to the Debtors in writing on or prior to the Bid Deadline.

Each bidder participating at the Auction must confirm that it has not and will not engage in any collusion with respect to the bids submitted (or not submitted) at the Auction.

During the Auction, bidding shall (i) begin with the highest Qualified Bid and (ii) continue with successive bids in increments of at least \$100,000.00 in cash (individuals or in the aggregate) over and above the previous highest Qualified Bid(s) (the "Incremental Bid Amount"), (iii) continue thereafter in minimum increments of at least the Incremental Bid Amount or such other amount as the Debtors announce on the record at the Auction (after consultation with the Consultation Parties); and (iv) not conclude until after Stalking Horse Purchaser and other Qualified Bidders have had at least one (1) hour, after the making of the most recent Qualified Bid that the Debtors have agreed to accept, to present a higher and better bid .

All bids at the Auction must remain open and irrevocable until the earlier of the end of the second business day following the closing of the transaction and fifteen (15) days after the entry of an order by the Court approving a definitive agreement providing for the Sale of the Assets.

Notwithstanding anything to the contrary herein or in the Bidding Procedures Order, the holders of liens securing allowed claims may exercise whatever rights to credit bid they have under applicable law at the Auction, provided, however, that the Debtors and any Official

Creditors' Committee appointed by the United States Trustee reserve the right to challenge on any basis available under applicable law, any such credit bid.

The Stalking Horse Purchaser has the right to credit and include the amount of (i) any amounts actually advanced as DIP Financing approved by the Court which have not been paid by the Debtors and (ii) any actually incurred amount of the Expense Reimbursement, provided that such credit shall not be considered as part of the required incremental bid amount.

Unless otherwise agreed to by the Debtors, in their discretion, after consultation with the Consultation Parties, all participating bidders will be permitted reasonable time, to be determined by the Debtors in consultation with the Consultation Parties, in which to respond to the previous bid at the Auction.

During the Auction, if any, the Debtors shall (i) review each bid, if any, on the basis of its financial and contractual terms and the factors relevant to the sale process and the best interest of the Debtors' stakeholders, including, without limitation, those factors affecting the speed and certainty of consummating a sale transaction(s) and (ii) in consultation with the Consultation Parties, determine and identify the highest or best bid (or bids, in the case of Aggregate Bids) (the "Successful Bid") and the next highest or otherwise best offer, if any, after the Successful Bid (the "Next Highest Bid").

There may be more than one entity submitting a Successful Bid (a "Successful Bidder") for the Assets of the Debtors but only one Successful Bidder for any particular asset.

Immediately prior to the conclusion of the Auction (unless otherwise agreed to by the Debtors and the Successful Bidder), the bidder or bidders making the Successful Bid or Bids, if any, shall complete and sign all agreement(s), contract(s), instrument(s) or other document(s) evidencing and containing the terms and conditions upon which such bid was made (collectively, the "Documents"), if it has not already done so.

Until such Documents are executed by the Successful Bidder (or Successful Bidders in the case of an Aggregate Bid), the Auction shall not be concluded and the Debtors, in consultation with the Consultation Parties shall be free to entertain further bids.

With the exception of the Stalking Horse Agreement, the Debtors, in consultation with the Consultation Parties, reserve the right to reject at any time prior to the entry of an order of the Bankruptcy Court approving a sale of the Debtors' assets, any offer which the Debtors, after consultation with the Consultation Parties deems to be (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of Bankruptcy Procedure of the United States Bankruptcy Court for the District of Utah, or the terms and conditions of the Sale set forth herein, or (iii) contrary to the best interests of the Debtors, their estates, and their creditors.

With the exception of the Stalking Horse Agreement, the Debtors will have no obligation to accept or submit for Bankruptcy Court approval any offer presented prior to or at the Auction

and any bid submitted after the conclusion of the Auction shall not be considered for any purpose.

The Debtors may adjourn or cancel the Auction after consultation with the Consultation Parties, subject to the right of the Stalking Horse Purchaser to present another bid as set forth above.

VI. Stalking Horse Purchaser Expense Reimbursement.

The Stalking Horse Purchaser shall have the right to an Expense Reimbursement payable as provided below by the Successful Bidder, in certified funds or by wire transfer (as directed by the Stalking Horse Purchaser), subject to the following terms and conditions.

A. The Expense Reimbursement shall be payable only if (1) the Stalking Horse Purchaser has not terminated the Stalking Horse Agreement and is not in breach thereof; and (2) the Debtors select another Qualified Bid as the highest and best bid as result of the Auction.

B. If the Stalking Horse Purchaser is not the Successful Bidder, then the Successful Bidder shall, at the closing of the Auction, pay the Expense Reimbursement to the Stalking Horse Purchaser in immediately available funds, by certified check or wire transfer, as directed by the Stalking Horse Purchaser.

C. The amount of the Expense Reimbursement, if payable, shall be the lesser of (1) four hundred thousand dollars (\$400,000) or (2) documented out of pocket costs actually, reasonably and necessarily incurred by the Stalking Horse Purchaser in evaluating, negotiating, and prosecuting the Stalking Horse Agreement and the Sale, subject to the following additional provisions for inclusion or exclusion.

1. The amount of any DIP loans made to the Debtors may not be included.
2. The fees and costs of professionals engaged by the Stalking Horse Purchaser shall be included.
3. The actual, reasonable, and necessary travel costs incurred by the Stalking Horse Purchaser, including its employees, owners, managers, advisors, consultants, potential investors, and other parties deemed beneficial to the Stalking Horse Purchaser's efforts to purchase the Assets shall be included.

D. The Stalking Horse Purchaser shall keep and shall make available to the Debtors and the Successful Bidder in connection with (1) any request for payment of the Expense Reimbursement or (2) the determination of the amount of the Expense Reimbursement in connection with the Auction or any Initial Bid, records including copies of receipts and invoices, credit card statements, and, as to time, billing records from the respective individual or entity in a format customary for such individual or entity's industry.

E. In the event the Stalking Horse Purchaser subsequently and actually becomes the Purchaser after the failure to close by another Purchaser, (a) no Expense Reimbursement shall be payable and (b) if the Expense Reimbursement has previously been paid, the Stalking Horse Purchaser shall return the Expense Reimbursement to the Debtors, who shall hold the Expense Reimbursement pending an order of the Court determining entitlement thereto, but in no event shall any other Purchaser have a claim against the Stalking Horse Purchaser for recovery of any amounts paid.

VII. The Sale Hearing

(A) The hearing on the approval of the Sale (the "Sale Hearing") to the Successful Bidder shall be conducted by the Bankruptcy Court on **November 3, 2011 at 10:00 a.m. (Prevailing Mountain Time)** or at such other time as the Bankruptcy Court permits.

(B) Subject to Bankruptcy Court approval following the Auction, the Successful Bidder shall purchase the Assets, free and clear of all liens, claims, interests and encumbrances, pursuant to the Motion and the corresponding order of the Court approving the Motion (having purchased the Assets, the "Purchaser").

(C) If the Successful Bidder fails to consummate an approved Sale because of a breach or failure to perform on the part of such Successful Bidder, the next highest or otherwise best Qualified Bid, as disclosed at the Sale Hearing, will be deemed to be the Successful Bid and the Debtors will be authorized, but not required, to consummate the Sale with the Qualified Bidder submitting such bid without further order of the Bankruptcy Court. In such case, the Debtors specifically reserve the right to seek all available damages from the defaulting Successful Bidder.

(D) Any sale of the Assets shall be without representation or warranties of any kind, nature or description by the Debtors, their agents or their estate, except as provided in the purchase agreement between the Debtors and the Purchaser. **All of the Assets shall be transferred "as is," "where is" and "with all faults." THE DEBTORS EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF ANY ASSET.**

VIII. No Expense Reimbursement or Breakup Fee

Except as otherwise provided with respect to the Stalking Horse Purchaser in the Bidding Procedures Order or as otherwise ordered by the Bankruptcy Court, no bidder shall be entitled to reimbursement of its costs, expenses or professional fees incurred in connection with the Sale and competitive bidding process for the Assets, including formulation and submission of any bid or any due diligence efforts.

IX. Reservation of Rights

Subject to the terms and provisions of the Stalking Horse Agreement, including the rights granted to the Stalking Horse Purchaser in these Bidding Procedures which are incorporated into the Stalking Horse Agreement, the Debtors, after consultation with the Consultation Parties, reserve their rights to: (i) impose at or before the Auction such other and additional terms and conditions as may be in the interest of the Debtors, their estates and creditors (so long as such terms are not materially inconsistent with the terms of any Court order, including the Bidding Procedures Order); (ii) extend the deadlines set forth in the Bidding Procedures Order and/or these Bidding Procedures; (iii) adjourn the Auction at or before the Auction; (iv) adjourn the Sale Hearing without further notice by making an announcement in open Court; (v) waive the terms and conditions set forth herein; and (vi) withdraw from the Auction some or all of the Assets at any time prior to or during the Auction or cancel the Auction.

ORDER SIGNED

**[ANNEX TO BIDDING PROCEDURES]
[FORM OF CONFIDENTIALITY AGREEMENT]**

Confidentiality Agreement

This Confidentiality Agreement (the "**Agreement**"), effective as of [DATE] 2011 (the "**Effective Date**"), is by and between Korea Technology Industry America, Inc., Uintah Basin Resources, LLC, and Crown Asphalt Ridge, LLC (collectively, the "**Company**" or the "**Disclosing Party**") and [NAME OF RECIPIENT] (the "**Recipient**").

WHEREAS, in connection with the Recipient's consideration of a possible acquisition (the "**Transaction**") of assets of the Company, the Recipient has requested certain information concerning the Company which is non-public, confidential, or proprietary in nature; and

WHEREAS, the Company wishes to protect and preserve the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For purposes of this Agreement, the following terms have the following meanings:
 - (a) "**Affiliate**" shall have the meaning specified in section 101(2) of the United States Bankruptcy Code, title 11 United States Code.
 - (b) "**Evaluation Material**" means all information, documents, agreements, files and other materials, whether disclosed orally or disclosed or stored in written, electronic or other form or media, which is obtained from or disclosed by the Disclosing Party or its Representatives regarding the Company, including, without limitation, all analyses, compilations, reports, forecasts, studies, samples and other documents prepared by or for the Recipient which contain or otherwise reflect or are generated from such information, documents, agreements, files or other materials. The term "Evaluation Material" as used herein does not include information that: (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure directly or indirectly by the Recipient or its Representatives in violation of this Agreement); (ii) was available to the Recipient from a source other than the Disclosing Party or its Representatives, provided that such source is not and was not bound by a confidentiality agreement regarding the Company; or (iii) has been independently acquired or developed by the Recipient without violating any of its obligations under this Agreement.

- (c) **"Person"** has the meaning specified in section 101(41) of Bankruptcy Code, title 11, United States Code.
- (d) **"Representatives"** means a party's directors, officers, employees, consultants, attorneys and advisors.

Other terms not specifically defined in this Section 1 shall have the meanings given them elsewhere in this Agreement.

2. The Recipient shall treat all Evaluation Material confidentially and shall not use the Evaluation Material for any purpose other than to evaluate the Company in connection with the Transaction. The Recipient shall not disclose or permit its Representatives to disclose any Evaluation Material except: (a) if required by law, regulation or legal or regulatory process, but only in accordance with Section 5 of this Agreement or (b) to its Representatives, to the extent necessary to permit such Representatives to assist the Recipient in evaluating the Company and the Transaction, provided, however, that the Recipient shall require each such Representative to be bound by the terms of this Agreement to the same extent as if they were parties hereto and the Recipient shall be responsible for any breach of this Agreement by any of its Representatives.
3. The Recipient shall not, and shall not permit any of its Representatives to disclose to any person the fact that: (a) the Evaluation Material has been made available to it or that it has inspected any portion of the Evaluation Material or (b) that discussions may or do occur between the Recipient and the Disclosing Party regarding the Evaluation Material or the Transaction, including the status thereof.
4. The Recipient understands and agrees that none of the Disclosing Party, the Company or any of their respective Representatives: (a) have made or make any representation or warranty hereunder, expressed or implied, as to the accuracy or completeness of the Evaluation Material or (b) shall have any liability hereunder to the Recipient or its Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. The parties agree that unless and until a definitive agreement between the Disclosing Party and Recipient has been executed and delivered with respect to the Transaction, and approved by the United States Bankruptcy Court for the District of Utah (the "Bankruptcy Court"), none of the Company, the Disclosing Party or the Recipient will be under any legal obligation of any kind whatsoever with respect to the Transaction and that the Disclosing Party reserves the right, in its sole discretion, to reject any and all proposals made by the Recipient or on its behalf with regard to the Transaction, and to terminate discussions and negotiations with the Recipient at any time, in accordance with any order of the Bankruptcy Court.
5. If the Recipient or any of its Representatives are requested or required by law, regulation or legal or regulatory process to disclose any Evaluation Material, the Recipient shall (a)

take all reasonable steps to preserve the privileged nature and confidentiality of the Evaluation Material, including requesting that the Evaluation Material not be disclosed to non-parties or the public; (b) give the Disclosing Party prompt written notice of such request or requirement so that the Disclosing Party may seek, at its sole cost and expense, an appropriate protective order or other remedy; and (c) cooperate with the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain such protective order. In the event that such protective order or other remedy is not obtained, the Recipient (or such other persons to whom such request is directed) will furnish only that portion of the Evaluation Material which, on the advice of the Recipient's counsel, is legally required to be disclosed and, upon the Disclosing Party's request, use its best efforts to obtain assurances that confidential treatment will be accorded such information.

6. At the Disclosing Party's written request, the Recipient shall promptly return all copies of the Evaluation Material to the Disclosing Party or certify in writing to the Disclosing Party that such Evaluation Material has been destroyed. Notwithstanding the return or destruction of Evaluation Material, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.
7. In the event the Evaluation Material inadvertently contains or the Disclosing Party otherwise inadvertently provides any privileged information not intended to be disclosed, the Disclosing Party will be deemed not to have waived any privilege and any inadvertently included material containing privileged information will be returned or destroyed upon request.
8. The parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by the Recipient and that in addition to all other remedies it may be entitled to, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach.
9. This Agreement shall continue for a period of two years after the Effective Date.
10. This Agreement shall be governed by the laws of the State of Utah.
11. This Agreement sets forth the entire agreement regarding the Evaluation Material, and supersedes all prior negotiations, understandings and agreements. No provision of this Agreement may be modified, waived or changed except by a writing signed by the parties hereto.
12. If any provision of this Agreement, or the application thereof to any Person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provision as applied to other Persons, places or circumstances shall remain in full force and effect.

13. This Agreement shall inure to the benefit of and be binding upon parties hereto and each of their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

ORDER SIGNED

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

[RECIPIENT NAME]

By _____

Name:

Title:

Korea Technology Industry
America, Inc.

By _____

Name:

Title:

Uintah Basin Resources, LLC

By _____

Name:

Title:

Crown Asphalt Ridge, LLC

By _____

Name:

Title: