

PRODUCTION SHARING AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November of 2003, by and between the GOVERNMENT OF BELIZE, (hereinafter referred to as the "Government") acting through the Minister of Natural Resources, the Environment, Commerce & Industry and ROBERT E. TUCKER JR. OF WEST BAY EXPLORATION CO., A US COMPANY, PARENT OF WEST BAY BELIZE LIMITED, OF 15 SWASEY STREET, BELMOPAN CITY, BELIZE C.A. a corporation incorporated under the Companies Act, Chapter 250, Substantive Laws of Belize, Revised Edition 2000 (hereinafter referred to as the "Contractor").

WHEREAS, the entire property in, and control over all Petroleum resources in or under the territory of Belize is vested in the Government on behalf of Belize;

AND WHEREAS, no petroleum operations shall be conducted in Belize by any person other than the Government unless such person has entered into a contract in accordance with the Petroleum Act Chapter 225 Substantive Laws of Belize, Revised Edition 2000;

AND WHEREAS, the Government wishes to promote the exploration for and production of the petroleum resources in and throughout the contract area, and the Contractor desires to join and assist the Government in accelerating the exploration for and production of the petroleum resources within the contract area;

AND WHEREAS, the Contractor represents that it has the financial resources, technical competence and professional skills necessary to carry out the petroleum operations hereinafter described;

AND WHEREAS, the Contractor understands that successful implementation of contractor's rights and obligations hereunder may involve *cross-border* hydrocarbon deposits and concomitant Joint Development Agreement(s) (JDAs);

AND WHEREAS, the Government and the Contractor agree that this Agreement is in compliance with all Belize statutes, regulations and laws which govern or regulate the exploration, development and production of petroleum in Belize;

AND WHEREAS, the Government and the Contractor agree that this Agreement is bound by all Belize statutes, regulations and laws which govern or regulate the exploration, development and production of petroleum in Belize which are in effect at the time this Agreement was signed;

AND WHEREAS, the Government and the Contractor agree that this Agreement was freely negotiated at arms length;

AND WHEREAS, both the Government and the Contractor were represented by legal counsel with respect to the drafting and negotiation of this Agreement;

AND WHEREAS, the Government and the Contractor agree that the geographic area covered under this Agreement is that of Block(s) 1 referenced by coordinates in exhibit A, attached hereto, and a map exhibit B, attached hereto;

AND WHEREAS, the Government has accepted the application for Block(s) 1 made by ROBERT E. TUCKER JR. OF WEST BAY BELIZE LIMITED and submitted to the Geology & Petroleum Department;

AND WHEREAS, the award of Block(s) 1 is dependent on, *inter alia*, success of negotiation process and approval of project proposal (work programme) including applicable Environmental Studies.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

ARTICLE I

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| Definitions | 1.1 | In this Agreement, the following terms shall have the following meanings: |
| | 1.1.1 | “affiliated company” means any entity directly or indirectly effectively controlling, or effectively controlled by, or under direct or indirect effective common control of, a specified entity. For the purposes of this definition, “control”, when used with respect to any specified entity, means the power to direct, administer and dictate policies of such entity (it being understood and agreed that it is not necessary to own directly or indirectly fifty percent (50%) or more of such entity’s voting securities to have effective control over such entity, but ownership, direct or indirect, of fifty percent (50%) or more of such entity’s voting securities shall automatically indicate effective control), and the terms “controlling” and “controlled” have meanings corresponding to the foregoing; |
| | 1.1.2 | “appraisal well” means a well drilled within the contract area, following a discovery, for the purpose of delineating the petroleum reservoir(s) to which the discovery relates in terms of thickness and lateral extent and estimating the quantity of recoverable petroleum therein; |
| | 1.1.3 | “barrel” means a quantity or unit of crude oil equal to 158.9874 |

liters (forty-two (42) United States gallons) at a temperature of sixty (60) degrees Fahrenheit (15.56 degrees Centigrade) under one atmosphere of pressure;

- 1.1.4 “calendar year” means a period of twelve (12) consecutive months, according to the Gregorian Calendar, starting with the 1st of January and ending with the 31st of December;
- 1.1.5 “calendar month” or “month” means any of the twelve (12) months of the calendar year;
- 1.1.6 “commercial discovery” means a discovery of petroleum which can be exploited commercially in accordance with accepted practices in the international petroleum industry;
- 1.1.7 “continental shelf” means the part of the seabed and subsoil of the submarine areas adjacent to the coast of Belize, but outside the territorial waters, over which Belize is entitled by international law to exercise sovereign rights for the purposes of exploring and exploiting its natural resources;
- 1.1.8 “contract area” means a geographical area which is covered by the contract; and includes the whole of, or such part or parts of, the original area awarded to a Contractor which shall remain at the disposal of such Contractor from time to time pursuant to the terms of the contract;
- 1.1.9 “contract year” means a period of twelve (12) consecutive calendar months, counted from the first day of the first calendar month following the effective date of this Agreement or from the anniversary of such first day of such month;
- 1.1.10 “Contractor” means any person with whom the Government enters into a contract and includes his agents, representatives and assignees;
- 1.1.11 “crude oil” means petroleum which is in liquid state at the well head or gas/oil separator or which is extracted from natural gas, including distillate and condensate;
- 1.1.12 “day” means a calendar day unless otherwise provided herein;
- 1.1.13 “delivery point” means the FOB point of export in Belize or such other point which may be agreed between the Government and the

Contractor;

- 1.1.14 “development and production operations” means operations for or in connection with the production of petroleum;
- 1.1.15 “development and production period” means the period referred to in paragraph 3.4;
- 1.1.16 “discovery” in relation to petroleum, means petroleum not previously known to have existed, recovered at the surface in a flow measurable by conventional petroleum industry testing methods;
- 1.1.17 “effective date” means the date first above written;
- 1.1.18 “exploration expenditures” shall mean expenditures made in conducting exploration operations hereunder, but excluding expenditures made within the area of a field after a commercial discovery has been declared. These expenditures shall be determined in accordance with the Income and Business Tax Act, Chapter 55, Substantive Laws of Belize, Revised Edition 2000;
- 1.1.19 “exploration operations” means operations for or in connection with exploration for petroleum;
- 1.1.20 “exploration period” means the period referred to in paragraph 3.1;
- 1.1.21 “exploration well” means a well other than an appraisal well drilled in the course of exploration operations;
- 1.1.22 “field” means an area, as designated by agreement between the Government and the Contractor, where a commercial discovery of crude oil or natural gas has been declared;
- 1.1.23 “gross revenues” means the sum of all proceeds of sales and the monetary equivalent of the value of other dispositions of petroleum produced and saved and not used in petroleum operations and any other proceeds derived from petroleum operations;
- 1.1.24 “income tax” means that tax imposed on net income pursuant to the Income and Business Tax Act Chapter 55 Substantive Laws of Belize, Revised Edition 2000;
- 1.1.25 “initial commercial production” means the date on which the first regular shipment of crude oil or natural gas, or both, is made from a

field under a program of regular production and sale;

- 1.1.26 “Inspector” means the Inspector of Petroleum appointed under section 4 of the Petroleum Act, Chapter 225 of the Substantive Laws of Belize, Revised Edition 2000 or any officer of the Geology & Petroleum Department duly designated in that behalf;
- 1.1.27 “maximum efficient rate” means the maximum rate of production of crude oil in a field, without excessive rate of decline of production or excessive loss of reservoir pressure, and in accordance with generally accepted practices in the international petroleum industry and the provisions of paragraph 6.3;
- 1.1.28 “Minister” means the Minister responsible for petroleum affairs in the Government of Belize;
- 1.1.29 “natural gas” means all petroleum which at atmospheric conditions of temperature and pressure is in a gaseous state, and includes wet mineral gas, dry mineral gas, wet gas and residue gas remaining after the extraction, processing or separation of liquid petroleum from wet gas, as well as non-petroleum gas or gases produced in association with liquid or gaseous petroleum;
- 1.1.30 “net petroleum” means the value of the total quantity of petroleum produced and saved in a given calendar year and not used in petroleum operations after deductions of the value of the royalties made in such calendar year and after recovery of petroleum operations expenditures pursuant to paragraph 9.1;
- 1.1.31 “net taxable income” means net taxable income as determined in accordance with the provisions of the Income and Business Tax Act, Chapter 55, of the Substantive Laws of Belize, Revised Edition 2000;
- 1.1.32 “petroleum” means all natural organic substances composed of carbon and hydrogen; and includes crude oil and natural gas, and all other mineral substances, products, by-products and derivatives that are found in conjunction with petroleum;
- 1.1.33 “Petroleum Act” means the Petroleum Act, Chapter 225 Substantive Laws of Belize, Revised Edition 2000, and any subsidiary legislation made thereunder;

1.1.34 "petroleum operations" means the operations related to the exploration, development, extraction, production, field separation, transportation, storage, sale or disposal of petroleum; but does not include any transportation or other operations (i) beyond the point of export; or (ii) in the case of petroleum which is processed within Belize, beyond the point of entry into a refinery or liquefaction or natural gas treatment plant;

1.1.35 "petroleum operations expenditures" shall mean expenditures

of this Agreement. Except as provided in paragraph 11.3, the Contractor shall have the right, during the term of this Agreement, to freely lift, dispose of and export its share of the petroleum produced hereunder.

- 2.2 Title to petroleum to which the Contractor is entitled hereunder shall pass to the Contractor at the delivery point.
- 2.3 The Contractor shall, except as expressly otherwise provided in this Agreement, conduct all petroleum operations hereunder at his sole risk, cost and expense. The Contractor shall look only to the petroleum to which he is entitled under this Agreement to recover such costs and expenses, and such petroleum shall be the Contractor's sole source of compensation thereunder.
- 2.4 The Contractor shall be responsible to the Government for the execution of all petroleum operations in accordance with the provisions of this Agreement. Without prejudice to the Contractor's position as an independent contractor hereunder, the extent and character of such work to be done by the Contractor shall be subject to the general supervision, review and approval of the Government to which the Contractor shall report and be responsible as herein set forth. Government approval, as required pursuant to any provision of this Agreement, shall not be unreasonably withheld, and unless specified to the contrary in this Agreement, Government approval will be deemed given if the Government has not responded to the Contractor in writing within thirty (30) working days of Contractor's compliance with any provision of this Agreement.
- 2.5 The Contractor is authorized to construct pipelines, bridges, ferries, landing fields, radio, telephone, facsimile and related communication systems as may be necessary for petroleum operations but subject to the laws in force in Belize from time to time for the regulation and control of such installations and their construction. In the event that the laws or regulations of Belize change (after the signing of this Agreement) in any manner that frustrates the purpose of this Agreement, the Government agrees to use best efforts to take any action necessary to effectuate the purpose of this Agreement.
- 2.6 The Government reserves the right to grant licenses to others to prospect for, explore for and mine minerals other than hydrocarbons including petroleum within the contract area, and

further reserves to itself the right to so prospect, explore and mine directly, all subject to the provisions of paragraph 5.3.

ARTICLE III

- Term
- 3.1 The Contractor is authorized to conduct exploration operations during an exploration period which shall be comprised (i) an initial exploration period of two (2) contract years ("Initial Exploration Period"), and (ii) subject to the conditions hereinafter provided, three (3) successive renewal periods ("First Renewal Period", "Second Renewal Period" and "Third Renewal Period") of two (2) years each to the initial exploration period. Such renewal periods shall be granted to the Contractor upon the Contractor's request delivered to the Government in writing not later than ninety (90) days prior to the expiration of the then current period, subject to the Contractor having fulfilled his obligations hereunder for the then current period, including the relinquishment provisions of Article IV, and having submitted with such application a work programme and work programme budget for the period of renewal which is consistent with the undertakings set forth in paragraph 6.1.
- 3.2 If at the end of the exploration period, no commercial discovery has been made in any part of the contract area, this Agreement shall automatically terminate in its entirety, provided, however, that the Government undertakes to *grant* an extension for such period, and for such area as may be necessary, in the opinion of the Government and the Contractor, (i) for the Contractor to complete the drilling, testing, appraisal or plugging of any well actually being drilled, tested, appraised or plugged at the end of the exploration period and (ii) for the Government and the Contractor to determine that a discovery resulting from such a well is a commercial discovery pursuant to paragraphs under 6.2.
- 3.3 If a commercial discovery is made in any portion of the contract area during the exploration period, the Contractor will commence development and product operations in that particular portion of the contract area.
- 3.4 In the event of a commercial discovery, the extent of the area capable of production of petroleum from the formation or formations so identified shall be determined in accordance with the

with effect from the date of the declaration of the commercial discovery. The term of the development and production period for each field shall extend for twenty-five (25) contract years from the first day of the calendar year commencing after the date of the declaration of the commercial discovery therein.

ARTICLE IV

- Relinquishment
- 4.1 On or before the end of the initial exploration period, the Contractor shall relinquish twenty-five percent (25%) of the original contract area.
 - 4.1.2 On or before the end of the first renewal period the Contractor shall relinquish an additional twenty-five percent (25%) of the original contract area.
 - 4.2 On or before the end of the second renewal period the Contractor shall relinquish an additional area equal to twenty-five percent (25%) of the original contract area.
 - 4.3 At the end of the exploration period, the Contractor shall relinquish the remainder of the original contract area not then converted to a field.
 - 4.4 The size and shape of the portion or portions to be relinquished shall be determined by the Contractor, provided however, that (a) the Contractor shall advise the Government at least ninety (90) days in advance of the date of relinquishment of the description and area of the portion or portions to be relinquished, (b) the Contractor shall consult with the Government regarding the shape and size of each individual portion of the areas being relinquished, (c) the area being relinquished shall not be divided into more than two portions, each of which shall be comprised of, and be defined by reference to, blocks as described in Exhibit B, save where no such area or areas can be identified for relinquishment in accordance with this paragraph without including in such area or areas in whole or in part a field or area in which a discovery has been made which the Contractor is not otherwise required to relinquish hereunder, and (d) each such relinquished, individual portion shall be not less than twenty percent (20%) of the area being relinquished at such time with sides parallel to the boundaries of the original contract area, to the extent that the boundaries of the original contract area permit,

and with the longest side not more than three times as long as the shortest side, and shall in any event be of sufficient size and convenient shape to enable petroleum operations to be conducted thereon or thereunder.

- 4.5 The Contractor shall not be obliged to relinquish, pursuant to paragraphs 4.1 and 4.2, any part of the original contract area which has been converted to a field or in which a discovery has been made which the Contractor is not otherwise required to relinquish hereunder.
- 4.6 Upon at least ninety (90) days written notice to the Government prior to the end of any contract year, the Contractor shall have the right to relinquish all or any portion of the contract area effective as of the end of such contract year, subject to the provisions of paragraph 4.4, and such portion shall then be credited against that portion of the contract area which the Contractor is next required to relinquish pursuant to the provisions of paragraphs 4.1 and 4.2.
- 4.7 No relinquishment made in accordance with this Article IV shall relieve the Contractor of: (a) its obligations to make payments due as a result of surface rentals prior to the effective date of any such relinquishment, or (b) the minimum work and expenditure commitments undertaken pursuant to paragraphs 6.1.1 and 6.1.2.
- 4.8 Upon relinquishment of any area, the Contractor shall perform all necessary clean-up activities in accordance with generally accepted practices in the international petroleum industry, and shall take all other action necessary to prevent hazards to human life or third party property.

ARTICLE V

General Obligations
of the Contractor

- 5.1 The Contractor shall be responsible for conducting all petroleum operations within the contract area diligently, expeditiously and efficiently in accordance with generally accepted practices in the international petroleum industry and the environmental laws of Belize and pursuant to work programmes approved in accordance with paragraph 5.4. The Contractor shall ensure that all equipment, materials, supplies, plant and installations used by himself, and his contractors and subcontractors comply with generally accepted standards in the international petroleum industry and are of proper construction and kept in optimal working order.

- 5.2 Except as otherwise provided in this Agreement, the Contractor shall:
- (a) advance all necessary funds and purchase or lease all equipment, materials and supplies required to be purchased or leased in connection with petroleum operations;
 - (b) furnish all the technical expertise and assistance, including foreign personnel, required for the conduct of petroleum operations;
 - (c) furnish all other funds for the performance of petroleum operations as may be required, including payment to foreign entities that perform services as contractors or subcontractors to the Contractor;
 - (d) appoint a local representative and in his absence, a replacement therefor, with respect to this Agreement, who shall have an office and be resident in Belize and who shall have full authority to represent the Contractor for all purposes of this Agreement and whose name shall, on appointment within ninety (90) days after the effective date, be made known to the Government;
 - (e) provide acceptable working conditions and living accommodations, and access to medical attention and nursing care, for all personnel employed by him, his contractors and subcontractors in petroleum operations; and
 - (f) pay social security for all employees as per the Laws of Belize.

- 5.3 If, after the effective date, others are granted licenses within the contract area authorizing prospecting for, exploration for or mining of any minerals or other substances other than petroleum, or the Government proceeds with such prospecting, exploration or mining directly in its own behalf, the Contractor shall use his best efforts to avoid obstruction or interference with such licensee's or

companies which are granted licenses authorizing them to prospect for, explore for or mine any minerals in the contract area.

- 5.4 (a) At least ninety (90) days prior to the beginning of each calendar year, or at such other time as is mutually agreed by the parties, the Contractor shall prepare and submit for approval to the Government an annual work programme and work programme budget of petroleum operations and petroleum operations expenditures by quarters for the contract area setting forth the

- (i) in the case of changes to an annual work programme and work programme budget which relate to exploration operations, such changes may be implemented to the extent that they are not inconsistent with the undertakings set forth in paragraph 6.1 or the general objective of such annual work programme;
 - (ii) in the case of changes to an annual work programme and work programme budget which relate to the development of a field, such changes may be implemented to the extent that they are not inconsistent with the applicable development work programme and work programme budget adopted pursuant to paragraph 6.2 or the general objective of such annual work programme;
 - (iii) all other changes may be notified in writing to the Government and shall be mutually agreed before they may be implemented.
- (d) To the maximum extent practicable, the Contractor shall involve representatives of the Government in the preparation of the annual work programme and work programme budget.
- (e) Within thirty (30) days after the end of each quarter, the Contractor shall submit to the Government a report describing and summarizing petroleum operations carried out, and petroleum operations expenditures incurred during such quarter. Such report shall be in a form acceptable to the Government.

ARTICLE VI

Minimum Work and Expenditure Obligations	6.1	The Contractor shall commence petroleum operations hereunder not later than ninety (90) days after the effective date.
Exploration Period	6.1.1	The amount to be expended by the Contractor in conducting exploration operations in accordance with approved work programmes during the exploration period, shall not be less than the following as adjusted pursuant to paragraph 6.1.4.
	6.1.1.1	Initial Exploration Period:

- (a) First contract year \$50,000.00 US\$
- (b) Second contract year \$100,000.00 US\$
- 6.1.1.2 First renewal period (if requested by the Contractor pursuant to paragraph 3.1):
 - (a) First contract year \$ 200,000.00 US\$
 - (b) Second contract year \$ 400,000.00 US\$
- 6.1.1.3 Second renewal period (if requested by the Contractor pursuant to paragraph 3.1):
 - (a) First contract year \$ 800,000.00 US\$
 - (b) Second contract year \$800,000.00 US\$
- 6.1.1.4 Third renewal period (if requested by the Contractor pursuant to paragraph 3.1):
 - (a) First contract year \$1,000,000.00 US\$
 - (b) Second contract year \$1,000,000.00 US\$
- 6.1.2 The Contractor undertakes to carry out and comply with the following minimum work commitments.
- 6.1.2.1 Initial exploration period:

INITIAL PERIOD

- (a) First contract year:

Acquire and/or reprocess geophysical data, which may include seismic, gravity, a/o magnetic in any combination. Acquire air photos in PSA area.

INITIAL PERIOD

- (b) Second contract year:

Interpret geophysical data, and interpret petrophysical data on existing wells inside and immediately adjacent to PSA area.

Perform geomorphic analysis.

6.1.2.2 **FIRST RENEWAL PERIOD**

First renewal period (if requested by the Contractor pursuant to paragraph 3.1):

Combine geophysical, petrophysical, and geological information into a complete integrated interpretation.

Acquire additional geophysical data as required by integrated interpretation.

6.1.2.3 **SECOND RENEWAL PERIOD**

Second renewal period (if requested by the Contractor pursuant to paragraph 3.1):

Drill initial test well.

Perform additional exploratory drilling as required.

6.1.2.4 **THIRD RENEWAL PERIOD**

Third renewal period (if requested by the Contractor pursuant to paragraph 3.1):

Perform additional drilling as required.

Perform additional drilling as required.

6.1.3 If, during any contract year in the exploration period, the Contractor should expend more than the required minimum annual exploration expenditures, the Contractor may subtract an amount equal to the excess amount spent from the required

commitment, nor shall compliance with the required minimum work commitment for a given contract year relieve the Contractor of his obligation to comply with the required minimum exploration expenditures for such contract year.

Security

6.1.4

(a) Within ninety (90) days of the effective date and where this Agreement has been extended pursuant to Regulation 9 of the Belize Petroleum Regulation S.I. No. 112 of 1992, and within thirty (30) days of each extension period, the Contractor shall provide security by means of a bank guarantee, in a form substantially similar to that set forth in Exhibit C, equal to the total potential penalties for the initial exploration period, or, as the case may be, for the first, second and third renewal periods, as set forth in paragraph 6.1.1. Upon prior confirmation by independent accounts acceptable to both the Contractor and the Government of the exploration expenditures actually incurred, such security shall be reduced at the end of each contract year in the exploration period to the extent that the Contractor has spent the prescribed minimum amounts stipulated in paragraph 6.1.1, provided that the outstanding balance shall not be less than the required minimum exploration expenditures for the remaining contract year of the exploration period in question, as stipulated in paragraph 6.1.1 and as adjusted pursuant to paragraph 6.1.4.

(b) If, at the expiration of the exploration period, or upon the date of termination of this Agreement, or upon relinquishment of the entire contract area by the Contractor pursuant to paragraph 4.6, whichever first occurs, the Contractor has not expended for exploration operations sums at least equal to the total minimum exploration expenditures, as adjusted, required hereunder, the balance of the security corresponding to the unexpended minimum exploration expenditures, as adjusted automatically shall be paid to the Government.

(c) If, at the end of any contract year in the exploration period, the Contractor has not expended for exploration operations sums at least equal to the minimum exploration expenditures, as adjusted, required hereunder for such contract year, a portion of the security corresponding to the unexpended minimum exploration expenditures, as adjusted, for such contract year automatically shall be paid to the Government.

Discovery and
Development Period

6.2

The terms and conditions relating to the discovery and

development period shall be as follows:

- 6.2.1 When in the course of petroleum operations, a discovery of petroleum is made, the Contractor shall immediately notify the Government in writing accordingly, specifying in such notice all pertinent information concerning the discovery.
- 6.2.2 If the Contractor determines to conduct a drill-stem or production test, in open hole or through perforated casing, with regard to the discovery, he shall notify the Government that a drill-stem or production test will be made within twenty-four (24) hours of the time that such proposed test has been called, and the Government shall have the right to have a representative present during such test. Not later than ninety (90) days after completion of such test or tests, the Contractor shall complete the analysis and interpretation of the data resulting from such test and submit a report to the Government which shall contain copies of such data and its analysis and interpretation thereof, and which shall also contain a written notification of whether or not, in the Contractor's opinion, such discovery is of potential commercial interest. If the Contractor plugs and abandons the well which encountered such discovery without conducting a drill stem or production test, or fails to conduct a drill stem or production test with respect to such discovery within one hundred and eighty (180) days from the date on which such discovery has been made, it shall be deemed to have notified the Government that, in the Contractor's opinion, such discovery is not of potential commercial interest.
- 6.2.3 If, pursuant to paragraph 6.2.2, the Contractor notifies, or is deemed to have notified, the Government that such discovery is not of potential commercial interest, the Government shall have the option, exercisable by notice in writing to the Contractor, to require the Contractor to relinquish the area corresponding to such discovery and forfeit any rights relating to such discovery and any production therefrom. The area subject to relinquishment shall not exceed the prospective producing area determined by taking into account the area of the structural closure of the prospective horizon and other relevant technical factors. Any such relinquishment by the Contractor of the area relating to such discovery before the end of the exploration period shall be carried out in accordance with paragraphs 4.4, 4.6 and 4.8.
- 6.2.4 If, pursuant to paragraph 6.2.2, the Contractor notifies the Government that the discovery is of potential commercial interest,

the Contractor shall promptly prepare and submit for approval to the Government a reasonable work programme and work programme budget for the appraisal of such discovery. Such appraisal work programme and work programme budget shall include a complete programme of appraisal operations necessary to determine whether such discovery is a commercial discovery.

6.2.5 Within fifteen (15) days after the submission of the appraisal work programme and work programme budget pursuant to paragraph 6.2.4, the Contractor and the Government shall meet with a view to adopting such work programme and work programme budget or mutually agreeing upon amendments or additions thereto. Failing agreement between the Contractor and the Government as to such work programme and work programme budget at such meeting, or within fifteen (15) days thereafter, the original appraisal work programme and work programme budget submitted by the Contractor, revised in accordance with any agreed amendments or additions thereto, shall be deemed adopted, and the Contractor shall immediately commence implementation thereof. On adoption of the appraisal work programme and work programme budget, the annual work programme and work programme budget adopted pursuant to paragraph 5.6 shall be revised accordingly.

6.2.6 If, pursuant to paragraph 6.2.2, the Contractor has notified the Government that the discovery is of potential commercial interest, it shall, unless otherwise agreed:

(a) in respect of a discovery of crude oil, advise the Government by notice in writing, whether or not in its opinion, the discovery is commercial within a period of agreed eighteen (18) months from the date on which the Contractor notified the Government that said discovery was of potential commercial interest:

Provided that in respect of a discovery of crude oil in water depths of more than 600 feet, such period may be increased by mutual agreement from eighteen (18) months to twenty-four (24) months.

(b) in respect of a discovery of non-associated natural gas, advise the Government by notice in writing, whether or not in its opinion, the discovery is commercial, within such period as may be stipulated in an Agreement made pursuant to Article XIV with respect to such discovery or, in the absence of such Agreement,

notified the Government that said discovery was of potential commercial interest.

6.2.7 If the Contractor notifies the Government that the discovery is not commercial, or fails to notify the Government that the discovery is commercial within the periods prescribed in paragraphs 6.2.6(a) and (b), the Government shall have the option, exercisable by notice in writing to the Contractor, to require the Contractor to relinquish the area corresponding to such discovery and forfeit any rights relating to such discovery and any production therefrom. The area subject to relinquishment shall not exceed the prospective producing area determined by taking into account the area of structural closure of the prospective horizon and other relevant technical factors. Any such relinquishment by the Contractor of the area relating to such discovery before the end of the exploration period shall be carried out in accordance with paragraphs 4.4, 4.6 and 4.8.

6.2.8 (a) The notice submitted to the Government by the Contractor pursuant to paragraph 6.2.6 (a) and (b) shall be accompanied by a report on the discovery setting forth all relevant technical and economic data, including, but not limited to, geological and geophysical information, areas, thicknesses and extent of the productive strata, petrophysical properties of the reservoir formations, PVT data, the reservoir's productivity indices for the wells tested at various rates of flow, permeability and porosity of the reservoir formations, the relevant characteristics and qualities of the petroleum discovered, additional geological data and evaluations of the reservoir, crude oil and natural gas reserves estimates and any other relevant characteristics and properties of the reservoirs and fluids contained therein, as well as all evaluations, interpretations and analyses of such data and feasibility studies relating to the discovery prepared by the Contractor, his contractors, subcontractors and affiliated companies.

(b) In addition, if the Contractor believes that the discovery is commercial, he shall submit to the Government with the report described in paragraph 6.2.8 (a) a work programme and work programme budget for the development of such discovery. Such development work programme and work programme budget shall set out detailed proposals, including cost estimates, drilling schedules, number of wells and well spacing, production forecasts and a timing schedule, in accordance with generally accepted

engineering practices and economics of the international petroleum industry, for the establishment and operation of all the facilities, installations and services required for the production, processing, storage and transportation of petroleum from the area in which the discovery is located and any other activities incidental thereto. Proposals relating to production procedures shall ensure that the area does not suffer an excessive rate of decline of production or an excessive loss of reservoir pressure. Such development work programme and work programme budget shall also contain particulars of feasible alternatives, if any, considered by the Contractor for the development and exploitation of the discovery and economic feasibility studies carried out by or for the Contractor with respect to the discovery taking into account the location, meteorological conditions, cost estimates, the price of petroleum and any other relevant data and evaluations thereof.

- 6.2.9 The Government shall examine the report and any work programme and work programme budget submitted pursuant to paragraph 6.2.8 and may require the Contractor to provide, within a specified period of time, such additional information and data as it may reasonably require to evaluate such report, work programme and work programme budget. As soon as possible after the submission of the report and any work programme and work programme budget pursuant to paragraph 6.2.8 or receipt of such additional information and data, the Government and the Contractor shall meet (i) to determine at such meeting, or at such later date as may be mutually agreed, the boundaries of the area to be delineated as a field, and (ii) to adopt a work programme and work programme budget for the development of the discovery.
- 6.2.10 (a) At the meeting described in paragraph 6.2.9, the Contractor shall carefully consider and take into account the proposals of the Government and the reasons therefor and shall attempt in good faith to reach an agreement with the Government on the points at issue paying particular consideration to the objective of achieving initial commercial production expeditiously taking into account generally accepted engineering practices and economics of the international petroleum industry.
- (b) If the Government and the Contractor agree upon the boundaries of the area to be delineated as a field and upon the adoption of a work programme and work programme budget for the development of the discovery, the date upon which such

agreement is reached, as reflected in writing signed by both parties, shall be the date of the declaration of the commercial discovery for all purposes of this Agreement. The area so determined shall, on such date, be automatically converted into a field, and the Contractor shall, as soon as is practicable, commence development and production operations in the field according to the adopted work programme and work programme budget. Upon adoption of the development work programme and work programme budget, the annual work programme and work programme budget adopted pursuant to paragraph 5.6 shall be revised accordingly.

(c) In the event that no agreement is reached between the Government and the Contractor within one hundred and eighty (180) days from the date of submission of the report and work programme and work programme budget pursuant to paragraph 6.2.8 as to (i) matters relating to the adoption of the work programme and work programme budget for the development of the discovery or (ii) the boundaries of the area to be delineated as a field, the Government or the Contractor may refer the matter for determination pursuant to Article XXIV. The determination in accordance with Article XXIV shall be final and the work programme and work programme budget for the development of the discovery and the boundaries of the area to be delineated as a field, as the case may be, shall be deemed to have been adopted and agreed as determined, except that the Contractor may, within sixty (60) days of receipt of such determination, notify the Government that the discovery to which such work programme and work programme budget and area so determined is no longer considered to be commercial. If the Contractor so notifies the Government, the provisions of paragraph 6.2.7 shall apply. Failing such notification, the date after sixty (60) days of the receipt of such determination shall be deemed to be the date of the declaration of the commercial discovery for all purposes of this Agreement. The area so determined shall, on such date, be automatically converted into a field and the Contractor shall, as soon as is practicable, commence development and production operations in the field according to the work programme and work programme budget so adopted. Upon adoption of the development work programme and work programme budget as aforesaid, the annual work programme and work programme budget adopted pursuant to paragraph 5.6 shall be revised accordingly.

6.2.11 Notwithstanding any other provision of this Agreement, in the event

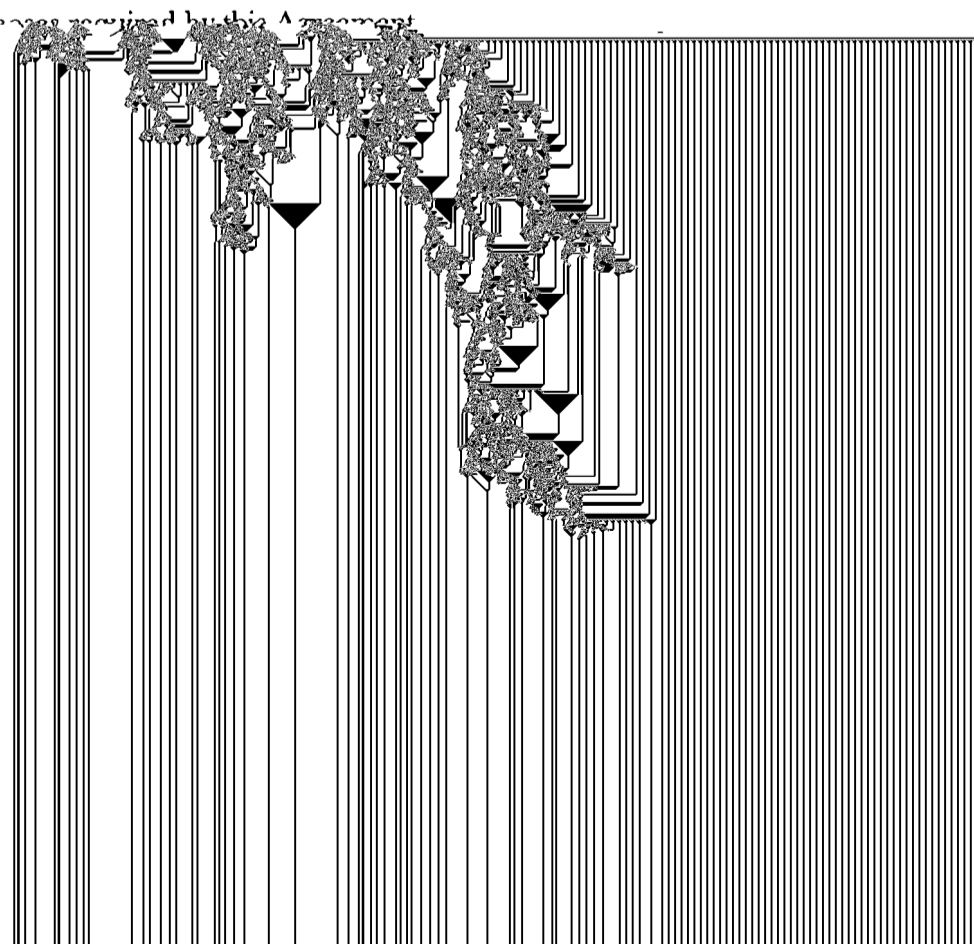
that initial commercial production has not occurred within three (3) years, in the case of a crude oil discovery on land or in water depths of less than six hundred feet (200 m), or five (5) years, in the case of non-associated natural gas discovery, or such longer period as the Government may have agreed in the development work programme and work programme budget, from the date of declaration of commercial discovery for a field, the Contractor shall relinquish the area comprising such field and shall forfeit any rights relating to such field and any production therefrom.

Production Period

6.3 The terms and conditions of the production period shall be as set out below.

6.3.1 The Contractor shall produce crude oil from the contract area at a rate below the maximum efficient rate. In conjunction with the adoption of the development work programme and work programme budget pursuant to paragraph 6.2.10 the Contractor and the Government shall establish at that time the maximum efficient rate of production for crude oil and the production rate for non-associated natural gas. Such rates shall be reviewed annually at the time of submission of the annual work programme by the Contractor pursuant to paragraph 5.4 and revised, if necessary, by mutual agreement. In the case of non-associated natural gas, the production rate shall not be required by the Government to be less than that required to satisfy any contracts then in existence for the sale of such natural gas.

6.3.2 Not less than ninety (90) days prior to the beginning of each calendar year following initial commercial production, the Contractor shall prepare and furnish to the Government for approval a forecast statement setting forth by quarters the total quantity of crude oil (by quality, grade and gravity) and natural gas that the Contractor estimates can be produced, saved and transported hereunder during such calendar year in accordance with generally accepted practices in the international petroleum industry. The Contractor shall endeavor to produce in each calendar year the forecast quantity. The crude oil shall be run to storage tanks, constructed, maintained and operated by the Contractor in accordance with Government Regulations, in which such crude oil shall be metered or otherwise measured for all purposes required by this Agreement



ARTICLE VII

Obligations of the Government

The Government shall:

- 7.1 assist the Contractor in the execution of work programmes by supplying or otherwise making available all geological, geophysical, geographical, drilling, well, production and other information, including well location maps, relating to the contract area in the possession of the Government or coming into the possession of the Government;
- 7.2 provide the right of ingress to and egress from the contract area and any facilities used in petroleum operations, and, upon application in the prescribed manner, all necessary visas, work permits, import licenses and rights of way and easements as may be required by the Contractor and his contractors and subcontractors and which may be available from resources within the Government's control.

ARTICLE VIII

Royalty/Production Payment

- 8.1 The Contractor shall pay to the Government a royalty equal to (i) seven point five percent (7.5%) of the value of the annual gross production of crude oil produced and saved in each calendar year and not used or consumed in petroleum operations and (ii) five percent (5%) of the value of the annual gross production of natural gas produced, saved and sold in each calendar year and not used or consumed in the conduct of petroleum operations.
- 8.2 The royalty with respect to crude oil shall be payable in cash and/or kind at the option of the Government. The royalty with respect to natural gas shall always be paid in cash.
- 8.3 For the purposes of determining the amount of the royalty due, crude oil and natural gas shall be valued in accordance with paragraphs 10.1, 10.2 and 14.4, less such costs as the Government may reasonably allow for handling and transportation from the wellhead to the delivery point as described in such paragraphs, and the royalty shall be payable quarterly within thirty (30) days of the end of each quarter on the basis of crude oil production or natural gas sales which occur in each such quarter. Payment shall be accompanied by a certificate from the Contractor setting forth in detail the basis for computation of the royalty. Such certificate shall

be in a form acceptable to the Government.

- 8.4 If the Government elects to take the Royalty with respect to Crude Oil, or any part thereof, in kind, it shall notify the Contractor in accordance with the provisions of paragraph 11.2.

ARTICLE IX

Recovery of
Petroleum
Operations
Expenditures:
Production Sharing

- 9.1 In each calendar year, after discharging its obligation for the royalty payment due to the Government pursuant to Article VIII, the Contractor shall be entitled to recover all petroleum operations expenditures incurred hereunder, out of one hundred percent (100%) of the petroleum produced and saved in such calendar year and not used in petroleum operations by retaining and disposing of that amount of petroleum equal in value to the unrecovered petroleum operations expenditures for that calendar year plus all unrecovered petroleum operations expenditures from prior calendar years. All such petroleum operations expenditures shall be recovered without a ceiling in the manner, to the extent provided for, in the Income and Business Tax Act, Chapter 55 of the Substantive Laws of Belize, Revised Edition 2000. For the purpose of determining the value of the quantity of petroleum to which the Contractor is entitled in each calendar year pursuant to this paragraph 9.1, the provisions of Article X shall be applied.
- 9.2 The remaining quantity of petroleum produced and saved in a given calendar year and not used in petroleum operations, after deduction of the value of the royalty payments made in such calendar year and after recovery by the Contractor of petroleum operations expenditures pursuant to paragraph 9.1, ("Net Petroleum") shall be taken and disposed of separately by the Government and the Contractor in each calendar year in the following proportions:

Daily Average Production:

	Government's Share Percent (%)	Contractor's Share Percent (%)
First 50,000 bopd	5	95
Next 50,000 bopd	7.5	92.5
Next 50,000 bopd	10	90
Next 50,000 bopd	15	85
Above 200,000 bopd	20	80

ARTICLE X

Valuation and
Measurement of
Petroleum

- 10.1 Crude oil sold to third parties shall be valued at the net realized price at the delivery point, well-head or point of collection in Belize received by the Contractor for such crude oil.
- 10.2 Crude oil sold to other than third parties shall be valued as follows:
 - 10.2.1 By using the weighted average unit price received by the Contractor from sales to third parties at the delivery point, net of any commissions and brokerages paid in relation to such third party sales, during the ninety (90) days preceding such sale, adjusted as necessary for quality, grade and gravity, and taking into consideration any special circumstances with respect to such sales, unless less than fifty percent (50%), by volume, of crude oil sales during such period are made to third parties, in which case crude oil sold to other than third parties shall be valued in accordance with paragraph 10.2.2.
 - 10.2.2 If no third party sales have been made during such period of time, then (a) on the basis used to value other crude oil from Belize of similar quality, grade and gravity (or, if not similar, adjusted as necessary for quality, grade and gravity) and taking into consideration any special circumstances with respect to sales of such crude oil, or (b) if there is no other crude oil from Belize, on the basis used to value crude oil from other sources in the Caribbean, Central America, Colombia and Venezuela as posted in Platt's Oil

Gram for Caribbean/Central American Crudes of similar quality, grade and gravity and taking into consideration any special circumstances with respect to sales of such similar crude oil.

- 10.3 Natural gas shall be valued in accordance with the provisions of paragraph 14.4.
- 10.4 Third party sales referred to in this Article shall mean sales other than barter sales made by the Contractor to purchasers who are not affiliated companies of the Contractor in arms length transactions and with whom (at the time the same is made) the Contractor has no contractual interest involving directly or indirectly any joint interest.
- 10.5 Commissions or brokerages incurred in connection with sales to third parties, if any, shall not exceed the customary and prevailing rate.
- 10.6 In the event that petroleum operations involve the segregation of crude oils of different quality, grade or gravity, and if the parties do not otherwise mutually agree, any and all provisions of this Agreement concerning valuation of crude oil shall separately apply to each segregated crude oil. However, in electing to take crude oil for internal consumption pursuant to paragraph 11.7 and to take royalty in kind pursuant to paragraph 11.2, the Government shall have the right to receive, at its own expense and risk, crude oil of the quality, grade and gravity of its choice.
- 10.7 The Contractor shall supply, operate and maintain equipment for measuring the volume and quality of the petroleum produced and saved hereunder, including gravity, density, temperature and pressure measuring devices and any other devices that may be required. All measurement equipment and devices shall, prior to their installation or usage, be approved by the Inspector of Petroleum. Such equipment and devices shall at all reasonable times be available for inspection and testing by the Inspector of Petroleum or other authorized representatives. Any such inspection or testing shall not interfere with the normal operation of the facilities involved. The equipment and devices used or installed pursuant to this paragraph shall not be replaced or altered without the prior approval of the Government.
- 10.8 The Contractor shall undertake to measure the volume and quality of the petroleum produced and saved hereunder, consistent with

generally accepted practices in the international petroleum industry, with the frequency and according to procedures which shall be approved by the Government.

- 10.9 The Contractor shall give the Inspector of Petroleum timely notice of its intention to conduct measuring operations and the Inspector shall have the right to be present at and supervise, either directly or through authorized representatives, such operations.
- 10.10 If it is determined, following an inspection or test carried out by the Government or its representatives, that the equipment, devices or procedures used for measurement are inaccurate and exceed the permissible tolerances which shall be established by agreement between the Government and the Contractor, and such determination is verified by an independent surveyor acceptable to both parties, such inaccuracy shall be deemed to have existed for one-half of the period since the last previous such inspection or test, unless it is proved that such inaccuracy has been in existence for a longer or shorter period. Appropriate adjustments covering such period shall be made within thirty (30) days from the date of such determination.

ARTICLE XI

- Marketing, Production (Royalty) in Kind and Domestic Requirements
- 11.1 The Contractor shall be obligated to market all crude oil produced and saved from the contract area, subject to the provisions hereinafter set forth.
- 11.2 If the Government elects to take the royalty payment on crude oil in kind, it shall so notify the Contractor in writing not less than sixty (60) days prior to the commencement of each six month period of each calendar year specifying the quantity, and designating the grade and quality that it elects to take in kind, based upon estimates, including those contained in the forecast statement furnished pursuant to paragraph 6.3.2. Final adjustments shall be made within ninety (90) days of the end of each calendar year on the basis of actual quantities. Such notice shall be effective for the ensuing six month semester of that calendar year. Failure to give such notice shall be conclusively deemed to indicate the election by the Government not to take in kind.

- 11.3 Any sale by the Contractor of any part of the Government's share of crude oil production shall not be for a term expiring more than six (6) months after the date of execution of the sales contract without the Government's written consent. If the Government so consents, the Government shall not exercise its rights to receive crude oil in kind pursuant to paragraph 11.2.
- 11.4 Any sale by the Contractor of any part of its share of the crude oil produced and saved from the contract area shall not be for a term expiring more than twelve (12) months after the date of execution of the sales contract without the Government's written consent. The Government shall not exercise its rights under paragraph 11.7 to require the Contractor to satisfy the internal consumption requirements of Belize from crude oil which is subject to such contract.
- 11.5 Crude oil which the Government has elected to take in kind shall be delivered by the Contractor, free of cost to the Government, at regularly spaced intervals at the delivery point or to the Government's storage facilities in the field, or both, at the option of the Government. The Government shall provide at such delivery points, at its sole risk and expense, all storage, transportation and other facilities necessary to receive such crude oil, provided, however, that if the Government requests, the Contractor shall provide adequate storage facilities at such places, free of charge, at the risk of the Government, for a quantity of the Government's crude oil not exceeding one hundred thousand (100,000) barrels for each field. If storage exceeds one hundred thousand (100,000) barrels per field at any time, the Government shall pay to the Contractor a reasonable storage charge for such excess. If such storage is provided, and the Government has no need for such storage capacity, the Contractor has the right to use such storage capacity for its own use and Government shall not pay any storage charge for any such period in which Contractor uses the storage facilities.
- 11.6 If the Government elects to meet all or part of the requirements of the domestic market of Belize from crude oil production in Belize, it shall use its share of production from all crude oil production in Belize to do so. If in any year there is domestic demand in excess of the Government's share of such production, the Government may require the Contractor to sell crude oil in Belize on a *pro rata* basis with other producers in Belize, according to the quantity of crude

oil production of each producer in each year. The Government shall give the Contractor at least three (3) months notice in advance of such requirement and the term of supply will be on an annual basis. The price for such sales shall be the price as calculated pursuant to paragraph 10.2 above.

- 11.7 If the Government elects to exercise its rights under paragraph 11.6, it shall notify the Contractor in accordance with the provisions of paragraph 11.2 relating to the Government's election to take royalty payment in kind. The amounts to be taken shall be based upon estimates, including those contained in the forecast statement furnished pursuant to paragraph 6.3.2, and final adjustments shall be made within ninety (90) days of the end of each calendar year on the basis of actual quantities.
- 11.8 Not less than twelve (12) months prior to initial commercial production in any field, the Contractor shall submit to the Government for approval, proposed procedures and related operating regulations and financial terms covering the scheduling, storage and lifting of crude oil from such field. The procedures, regulations and terms shall be in accordance with accepted standards and practices in the international petroleum industry and comprehend the subjects necessary to efficient and equitable operations including, but not limited to: rights of parties, notification time, maximum and minimum quantities: duration of storage, scheduling, conservation, spillage, liabilities of the parties, and penalties for over and under lifting, safety and emergency procedures.

ARTICLE XII

12.1 All payments due to the Contractor shall be made by the Government in accordance with the following procedure:

- 12.3 Except as otherwise expressly provided herein, all payments required to be made pursuant to this Agreement shall be made within thirty (30) days following the end of the calendar month in which the obligation to make such payment occurs.
- 12.4 First year administrative fees for the Initial Exploration period shall be paid to the Government of Belize (GOB) via the Inspector of Petroleum within ninety (90) days of execution of PSA. Fees for the subsequent years of the Exploration period shall be paid on or before anniversary of effective date of PSA.
- 12.5 If any payment is not made when due, such unpaid amount shall bear interest from and after the due date at an interest rate compounded annually at two percent (2%) greater than the interest rate charged by any Commercial Bank in Belize to prime commercial customers for ninety (90) day loans as in effect from time to time until the date of payment or prime rate published in the Wall Street Journal which is a base rate on corporate loans posted by at least 75% of the nation's 30 largest banks or LIBOR.

ARTICLE XIII

- Surface Rentals 13.1 The Contractor shall be liable for payment of such fees and surface rentals as are stipulated in the Petroleum Regulations 1992. The fees payable for each year shall be paid in advance and in accordance with paragraph 12.4. The fees for the first year shall be paid within ninety (90) days of the effective date of this Agreement.

ARTICLE XIV

- Natural Gas 14.1 The Contractor shall have the right to use associated natural gas for petroleum operations, including reinjection for pressure maintenance in the field or adjacent fields of the Contractor. Associated natural gas which is, in the opinion of both the Contractor and the Government, not economical, shall be returned to the subsurface structure, or may be flared with the consent of the Government. In the event that the Contractor chooses to process and sell associated natural gas, the Contractor shall notify the Government of the same and upon such notification, the Government and the Contractor shall, as soon as practicable

thereafter, meet together with a view to reaching an agreement on the production, processing and sale of such gas. In the event the Contractor chooses not to process and sell associated natural gas, the Government may elect to off-take at the outlet flange of the gas-oil separator and use such associated natural gas which is not required for petroleum operations. There shall be no charge to the Government for such associated natural gas, provided that the cost to gather such associated natural gas in the field at the point of being flared and to process and utilize it shall be for the account of the Government.

- 14.2 Where non-associated natural gas is discovered in the contract area and the Contractor has, pursuant to paragraph 6.2 informed the Government that the discovery is of potential commercial interest, the Government and the Contractor will, on completion of the appraisal programme relating to such discovery, or sooner if so agreed, meet together with a view to reaching an agreement on the development, production, processing, utilization, disposition or sale of such gas.
- 14.3 In the event that the development, production, processing, utilization, disposition or sale of natural gas from the contract area is determined by the parties to be economically feasible in accordance with this Article XIV, the costs of development and production of the same from the reservoir to the delivery point, and the revenue derived therefrom, shall, unless otherwise agreed pursuant to paragraphs 14.1 and 14.2, be included in petroleum operations expenditures and gross revenues, respectively, for all purposes of this Agreement, subject to the accounting procedure outlined in the Bulletin of the Income Tax Commissioner (Annex 1).
- 14.4 The price to be paid for natural gas, or the value to be attributed thereto shall -
 - 14.4.1 for sales to third parties, be equal to the net realized price obtained by the Contractor for such Natural Gas at the delivery point;
 - 14.4.2 for sales other than to third parties, be determined by agreement between the Government and the Contractor, provided, however, that such price or value shall reflect the following: (i) the quality and quantity of the natural gas (ii) the price at which sales of natural gas from other sources in Belize, if any, are then being made, (iii) the price at which sales, if any, of natural gas imported into Belize are being made, (iv) the purpose for which the natural gas is to be used,

and (v) the international market price of competing or alternative fuels or feedstocks.

14.4.3 Third party sales shall mean sales as described in paragraph 10.4

ARTICLE XV

Taxes

15.1 The Contractor and his contractors and subcontractors shall be obligated to pay income tax for the applicable calendar year upon net taxable income derived from petroleum operations pursuant to the Income and Business Tax Act, Chapter 55 Substantive Laws of Belize, Revised Edition 2000.

15.2 In each calendar year, the Contractor's income tax shall be payable to the Government in installments on the last day of each quarter on the basis of the estimate, and quarterly updates thereto, provided to the Government. The estimated unpaid liability for income tax for each calendar year as of the current estimate or quarterly update shall be payable equally over the remaining quarterly installments for such calendar year. Adjusting payments or refunds, as the case may be, shall be made within ninety (90) days of the end of the calendar year based upon the detailed accounts submitted for such calendar year pursuant to paragraph 26.2 as approved by the Government.

15.3 (a) The Contractor shall within ninety (90) days of the end of each calendar year, notify the Government of any and all amounts paid to its contractors with respect to operations carried out by them in Belize and in turn shall notify its contractors that they must similarly advise the Government within ninety (90) days after the end of each calendar year of any and all amounts paid to their sub-contractors with respect to operations carried out by them in Belize.

(b) The Contractor shall also advise each of its contractors, and shall require such contractors to likewise notify their subcontractors that for every six (6) months such contractors and subcontractors shall furnish to the Government a list of all their Belizean and expatriate personnel, along with the remuneration received by each of such personnel, and that they shall be required, prior to leaving Belize, to establish to the satisfaction of the Government that the necessary income taxes have been paid.

- 15.4 The Contractor and his contractors and subcontractors and their respective personnel shall be obligated to pay such reasonable transfer taxes and stamp duties as may be in effect from time to time at the rates which are generally applicable to all persons or entities in Belize.
- 15.5 Except as may be otherwise agreed in writing between the Government and the Contractor, all transactions giving rise to revenues, costs or expenses which will be credited or charged to the books, accounts, records and reports prepared, maintained or submitted hereunder shall be conducted at arm's length or on such a basis as will assure that all such revenues, costs or expenses will not be higher or lower, as the case may be, than would result from a transaction conducted at arm's length on a competitive basis with third parties.

ARTICLE XVI

Exemptions from
Custom Duties

- 16.1 The Contractor and his non-Belizean contractors and subcontractors engaged in conducting petroleum operations under this Agreement shall be permitted to import upon application to and approval by the Minister of Finance for exemptions from customs duties with respect to the importation of, machinery, equipment, spare parts, materials, supplies, consumable items, moveable property, and any other items or articles connected with petroleum operations, subject to the provisions of paragraph 16.2.
- 16.2 The exemptions provided in paragraph 16.1 shall not apply to any imported item when, in the reasonable opinion of the Government, items of the same, or substantially the same, kind and quality are manufactured locally and/or are available locally for purchase and timely delivery at the Contractor's operating base in Belize at a price equal to the cost of the imported item(s).
- 16.3 The Government reserves the right to inspect during normal business hours the records, documentation or the physical item or items for which an exemption is or has been provided under paragraph 16.1 to determine that such item or items are being or have been imported solely for the purpose for which the exemption was granted.

- 16.4 The item or items exempt from customs duties hereunder shall not be sold to third parties (who are not in their own right exempt from such customs duties) for use or consumption in Belize unless prior written authorization is obtained from the Government and the importing party pays the tax or duty due on the assessed value of such item or items at the time of sale.
- 16.5 Any of the items imported into Belize, whether exempt or non-exempt from customs duties, may be exported by the importing party at any time without the payment of any export duties, taxes or imposts.
- 16.6 "Custom duties" as used herein shall include all duties, taxes, or imposts (except those charges, as may be in force from time to time, paid to the Government for actual services rendered such as normal handling and storage charges) which are payable as a result of the importation of the item or items under consideration.
- 16.7 The Contractor shall be exempted from any duty, fee or any other financial imposts (except those charges paid to the Government for actual services rendered such as normal handling and storage charges (if any)) in respect of the export of petroleum to which the Contractor is entitled hereunder.
- 16.8 The Contractor shall not, directly or indirectly, export any petroleum produced from the contract area to any country or person which the Government has by law or official pronouncement declared to be hostile or unfriendly.

ARTICLE XVII

Exchange and
Currency Controls

- 17.1 The Contractor shall be subject to the applicable exchange control legislation and regulations in effect from time to time in Belize, provided, however, that:
- (i) the Contractor shall be permitted to freely dispose of any crude oil produced after satisfying its obligations of payment of taxes, bonuses, royalties and other fees to the Government and with the prior approval of the Central Bank of Belize to receive and hold the proceeds from the sale of any petroleum, crude oil, natural gas and casinghead petroleum spirit produced therefrom in its offshore

banking account;

(ii) the Contractor shall be permitted to remit any profits, dividends, capital, or sums owed in repayment of loans including sums owed to affiliates, which are not required for conducting the petroleum operations, to their home office or non-resident shareholders free of any charges, taxes, imposts or other duties;

(iii) the Contractor shall have the right to establish and maintain local bank accounts which may be denominated in Belize dollars or, subject to the prevailing conditions of the Central Bank of Belize, in United States dollars which may be utilized as necessary for payment of Contractor's obligations in Belize;

(iv) no restriction shall be placed on the importation by the Contractor of funds necessary for carrying out the petroleum operations stipulated in this Agreement;

(v) the Contractor shall have the right to pay directly outside of Belize from its offices abroad for purchases or services for petroleum operations hereunder, provided, however, that no such payments shall be made to residents of Belize or to firms using Belize as their main base of operations (whether natural or juridical) contrary to the Laws of Belize.

ARTICLE XVIII

Title to Equipment	18.1	All equipment and assets which are fixed installations and are not exported by the Contractor under paragraph 16.6 shall become the property of the Government without cost as soon as this Agreement is terminated.
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ARTICLE XIX

Government Participation	19.1	The Government shall have the option to acquire for itself or for its designee an undivided and unencumbered equity, working interest of up to ten percent (10%) of the total interest of the Contractor in this Agreement and in return therefore shall furnish its participating interest share of the funds as provided in paragraphs 19.3.
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- 19.2 Within ninety (90) days following the date of declaration of commercial discovery for any field, the Government, by written notice to the Contractor, may exercise its option to participate in this Agreement. If the Government exercises its option to participate, (a) it shall promptly reimburse the Contractor an amount, equivalent to that percentage of working interest ten (10%) requested by the Government of Belize and not exceeding ten percent (10%) of all exploration expenditures incurred prior to the date of declaration of commercial discovery for such field and (b) the Contractor (or each corporation, individual or entity comprising the Contractor at that time *pro rata*) shall assign and transfer to the Government or its designee the percentage interest that the Government has opted to acquire. The Government or its designee shall assume all rights and obligations of the Contractor *pro rata* with its participating interest, in connection with this agreement.
- 19.3 The Government may, upon giving the Contractor reasonable written notice, require the Contractor to lend the Government up to one hundred percent (100%) of the funds required to pay the Government's *pro-rata* share of expenditure. The loan shall bear interest at U.S. Prime rate plus three percent (3%). The Government shall make repayments of the loan on a quarterly basis in amount equal to eighty-five (85%) of the differences between the gross revenues attributable to the Government's Participating Interest in the field and the costs and expenses, including royalty but excluding income taxes, attributable to the Government's Participating Interest in the field for Petroleum Operations. Repayments of the loan shall be applied first to accrued and unpaid interest and the balance shall be applied in reduction of the outstanding principal balance.

ARTICLE XX

Training and
Employment

- 20.1 The Contractor agrees to train and employ qualified nationals of Belize in its petroleum operations and, after initial commercial production, will undertake the schooling and training of nationals of Belize for staff positions, including administrative and executive management positions. The Contractor will require his contractors and subcontractors to do the same. The Contractor undertakes to gradually replace its expatriate staff with qualified nationals of Belize as they become available. An annual programme for training and phasing in of nationals of Belize shall be established by the

Contractor and shall be submitted for approval to the Government. Such programme shall be included in the annual work programmes submitted by the Contractor pursuant to paragraph 5.4. Within thirty (30) days of the end of each calendar year, the Contractor shall submit a written report to the Government describing the number of personnel employed, their nationality, their positions and the status of training programmes for nationals of Belize.

90.9 The Contractor shall be required to establish

ARTICLE XXII

Unitization

- 22.1 If a field is designated within the contract area and such field extends beyond the contract area to other areas of Belize over which other parties have the right to conduct exploration, development and production operations, the Government may require that the development of the field and the production of petroleum therefrom be carried out in collaboration with the other contractors consistent with accepted practices in the international petroleum industry. The same rule shall be applicable if deposits of petroleum within the contract area, although not equivalent to a commercial discovery if developed alone, would be deemed to be a commercial discovery if developed with those parts of the deposits which extend to areas controlled by other contractors.
- 22.2 If the Government so requests, the Contractor shall collaborate with other contractors in preparing a collective proposal for common development and production of the deposits of petroleum for approval by the Government.
- 22.3 If the proposal for common development and production has not been presented within ninety (90) days of the request described in paragraph 22.2, or if the Government does not approve such proposal, the Government may prepare or cause to be prepared, for the account of the Contractor and the other contractors involved, a reasonable plan for common development and production. If the Government adopts such plan, the Contractor shall comply with all conditions established in such plan.
- 22.4 The Contractor may within twenty eight (28) days from the date on which notice in writing of such plan has been given to him by the Minister refer the matter to arbitration pursuant to Article XXIV. In such event the plan shall not be implemented until the arbitrators render a decision or the parties agree on a compromise plan, whichever occurs first.
- 22.5 This Article XXII shall also be applicable to discoveries of deposits of petroleum within the contract area which extend to areas that are not within the dominion of Belize, provided that in these cases the Government shall be empowered to impose the special rules and conditions which may be necessary to satisfy obligations under any agreements with international organizations or adjacent states with respect to the development and production of such deposits of

petroleum.

- 22.6 Within ninety (90) days following the approval or adoption of a unitization plan for common development and production, the Contractor shall proceed to operate under any such plan. If a clause of a cooperative or unitary development and production plan which by its terms affects the contract area or a part of the same, contradicts a clause of this Agreement, the clause of the cooperative or unitary plan shall prevail.

ARTICLE XXIII

Danger to Persons,
Property or
Environment

- 23.1 The Contractor shall undertake relevant studies to identify sources of potential environmental damage and pollution which may result as a consequence of petroleum operations under PSA 2 of 2003. The Contractor shall identify mitigation/prevention measures to be adopted to minimize the effects(s) of any and all such sources identified, and shall submit these to the approval of the Government prior to the execution of any work.
- 23.2 If the Government reasonably determines that any works or installations erected by the Contractor or any operations conducted by the Contractor endanger or may endanger persons or third party property or cause pollution or harm wild-life or the environment to a degree that is unacceptable according to international petroleum standards, the Government may require the Contractor to take remedial measures within a reasonable period established by the Government and to repair any damage to the environment that may be necessary in accordance with international petroleum standards. In the event that the Contractor fails to take the remedial measures required by the Government within the time period established by the Government, the Government may carry out such remedial measures for the Contractor's account.

ARTICLE XXIV

Arbitration

- 24.1 If any time during the continuance of this Agreement or any renewal thereof or after the termination thereof any question, disagreement or dispute shall arise regarding this Agreement or any matter or thing connected therewith or the breach thereof or the

powers, duties, or liabilities of the parties thereunder, the parties shall first attempt to amicably solve the question, disagreement or dispute between themselves by consulting and negotiating with each other in good faith. If the Government and the Contractor are not able to amicably resolve their differences within a period of forty-five (45) days after such difference arises, then the dispute or differences shall be finally settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (hereinafter referred to as UNCITRAL Arbitration Rules).

- 24.2 The number of arbitrators shall be three. The Government shall appoint one and the Contractor shall appoint one. The two arbitrators thus appointed shall choose the third arbitrator who will act as the Presiding Arbitrator. If the two arbitrators cannot come to an agreement on the designation of the third, the third arbitrator shall be designated in accordance with the UNCITRAL Arbitration Rules.
- 24.3 The place of arbitration shall be Belmopan, Belize if at the time of such arbitration, Belize is recognized as a member state of the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("New York Convention"). If Belize is not a member state of the New York Convention at that time, the place of arbitration shall be Mexico City, Mexico.
- 24.4 The language to be used in the arbitration proceeding shall be English.
- 24.5 The arbitral tribunal shall decide all questions presented on the basis of:
- (a) the laws and regulations of Belize applicable to this Agreement and other relevant laws, both national and international;
 - (b) the provisions of the Agreement, and
 - (c) trade usages and customs of the international petroleum industry.
- 24.6 Arbitral awards shall be final and binding upon the parties from the date they are made and judgment upon the award may be entered in any court having jurisdiction.

ARTICLE XXV

- Termination
- 25.1 The Government shall have the right to terminate this Agreement upon giving thirty (30) days written notice of its intention to do so if the Contractor (a) fails to make any monetary payment required by law or under this Agreement for a period of thirty (30) days after the due date for such payment, (b) fails to comply with any other material obligation that he has assumed under this agreement, or (c) fails to comply with the Petroleum Act Chapter 225, Substantive Laws of Belize, Revised Edition 2000 and any lawful acts, regulations, orders or instructions issued by the Government or any department or agency of the Government, or (d) becomes bankrupt, or goes into liquidation because of insolvency or makes a composition with its creditors.
- 25.2 If the circumstance or circumstances that result in termination under paragraph 25.1(a), (b) or (c) are remedied by the Contractor within the thirty (30) days period following the notice of termination as aforesaid, such termination shall not become effective.
- 25.3 If the circumstance or circumstances that would otherwise result in termination under paragraph 25.1 are the result of force majeure, then termination shall not take place so long as such force majeure continue and for such period thereafter as is reasonable.
- 25.4 The termination of this Agreement for whatever reason shall be without prejudice to the obligations incurred and not discharged by the Contractor prior to the date of termination.
- 25.5 In the event of termination pursuant to paragraph 25.1 or 25.7, the Government may require the Contractor, where reasonable, for a period not to exceed one hundred eighty (180) days, to continue, for the account of the Government at the Government's sole risk and expense, crude oil or natural gas production activities until the right to continue such production has been transferred to another entity.
- 25.6 Within ninety (90) days after the termination of this Agreement pursuant to paragraph 25.1 or paragraph 25.7, unless the Minister has granted an extension of this period, the Contractor shall complete any reasonably necessary action as directed by the Government to avoid environmental damage or a hazard to human

life or third party property.

- 25.7 The Contractor has the right to terminate this Agreement for material nonperformance of the Government consistent with all available remedies at law and equity. Additionally, Contractor shall have the right to terminate this Agreement totally, or partially, (a) with respect to any part of the contract area other than a field then producing, or that prior thereto had produced, crude oil or natural gas upon giving thirty (30) days written notice of its intention to do so, and (b) with respect to any field then producing, or that prior thereto had produced crude oil or natural gas upon giving ninety (90) days written notice of its intention to do so. Upon termination, the provisions of paragraphs 4.7 and 4.8 shall apply.

ARTICLE XXVI

- Books, Accounts and Audits, Records, Reports and Inspections
- 26.1 The Contractor shall be responsible for keeping complete accounts, books and records reflecting all petroleum operations expenditures and gross revenues consistent with generally accepted procedures and standards in the international petroleum industry and in accordance with the accounting procedure outlined in the Bulletin of the Income Tax Commissioner (Annex 1).
- 26.2 Within ninety (90) days after the expiration of each calendar year, the Contractor shall submit to the Government detailed accounts showing all petroleum operations expenditures and all gross revenues during the past calendar year. Before submission to the Government, the accounts shall be audited by an independent chartered accountant or certified public accountant acceptable to both parties, at the expense of the Contractor. It is understood that the Government, through the Auditor General's Department, retains the authority to review and audit the Contractor's accounts, books and records with respect to petroleum operations conducted hereunder either directly or through an independent accountant designated by the Government.
- 26.3 The Government and its duly authorized representatives shall have full and complete access to the contract area at all reasonable times with a right to observe petroleum operations and shall have the right to inspect all assets, records, books, accounts and data kept by the Contractor relating to petroleum operations and this Agreement. In so doing, the Government and its representatives shall not unduly

interfere with the Contractor's petroleum operations. However, the Government and its representatives may make a reasonable number of surveys, drawings, tests and copies for the purpose of implementing this Agreement. In doing so, the Government and its representatives shall be entitled to make reasonable use of the equipment and instruments of the Contractor provided that no damage to the equipment or instruments or impediment to the petroleum operations hereunder shall result from such use. The Government shall indemnify and reimburse the Contractor for any loss or damage which may in fact result from any such use of equipment and instruments, provided that such loss or damage is reported to the Government within twenty-four (24) hours from the time of such inspection. The Government and its representatives shall be given reasonable assistance by the Contractor for such functions, and the Contractor shall afford to the Government and its representatives all facilities and privileges afforded to its own personnel in the field.

- 26.4 The Contractor shall prepare and maintain accurate and current records of its activities in the contract area hereunder. The Contractor shall furnish the Government in conformity with the applicable regulations, and as the Government may reasonably require, information, reports and data concerning its activities and operations under this Agreement.
- 26.5 The Contractor shall save and keep for the duration of this Agreement all unused cores and samples taken from the wells drilled, which shall be forwarded to the Inspector of Petroleum or his authorized representatives at such time and in the manner directed by the Government. All cores and samples acquired by the Contractor shall be available for inspection by the Inspector of Petroleum or his authorized representatives at all reasonable times. Unless previously forwarded to the Government pursuant to instructions given under this paragraph, the Contractor shall forward to the Government all remaining cores and samples upon the expiration or termination of this Agreement.
- 26.6 Unless otherwise agreed to by the Government, in the case of exporting any rock or petroleum samples from Belize for the purpose of testing and analysis, samples equivalent in size and quantity shall, before such exportation, be delivered to the Inspector of Petroleum.

- 26.7 Originals of records and other data can be exported only with the permission of the Government, provided, however, that magnetic tapes and any other data which must be processed or analyzed outside Belize may be exported if a comparable record is maintained in Belize and provided that such exported records and data shall be repatriated to Belize.
- 26.8 The Contractor shall provide to the Inspector of Petroleum in appropriate form all original data resulting from petroleum operations, including, but not limited to, geological, geophysical, petrophysical engineering, well logs, production data and completion status reports and any other data which the Contractor may compile during the term hereof including all reports, analyses, interpretations, maps and evaluations thereof prepared by the Contractor and any contractors, subcontractors or consultants to the Contractor or by affiliated companies, and cuttings of all samples that have been obtained or compiled during the term hereof ("data"). The Government shall have title to all such data. Such data shall not be disclosed to third parties by the Government prior to relinquishment of the area to which they relate, or prior to the end of the exploration period if such area is not sooner relinquished, provided, however, that the Government may make copies available to professional consultants, legal counsel, accountants, underwriters, lenders and such Government entities as may need to be made aware thereof or have the right to require disclosure. In any event, the Contractor may retain copies of all such data. The Contractor shall not disclose such data to any third parties without the Government's prior written consent, provided, however, that the Contractor may make copies available to professional consultants, legal counsel, accountants, underwriters, lenders, affiliated companies and contractors and subcontractors of the Contractor and such government entities as may need to be made aware thereof or have the right to require disclosure. Any data which are disclosed by the Government or the Contractor to third parties pursuant to this paragraph (26.8) shall be disclosed on terms which ensure that such data are treated as confidential by the recipient. To the extent that there is any inconsistency between the provisions of this paragraph (26.8) and the provisions of Article XXXIII, the provisions of this paragraph (26.8) shall govern.

ARTICLE XXVII

Insurance and
Indemnification

27.1 To ensure that the Contractor shall meet his obligations to third parties, or to Government agencies, that might arise in the event of damage or injury (including environmental damage or injury, removal of wrecks and cleaning up caused by accidents) caused by petroleum operations, notwithstanding that the damage is accidental, the Contractor shall maintain in force a third party liability insurance policy covering the activities of himself, his contractors and subcontractors and the employees of all such parties. Such insurance policy shall include the Government as an additional insured, shall waive subrogation against the Government and shall provide that it may not be cancelled except upon thirty (30) days prior written notice to the Government. A certificate evidencing such insurance policy shall be furnished to the Government within ninety (90) days of the effective date. The limits, coverage, deductibles and other terms thereof shall be subject to approval in writing by the Government. To the extent that such third party liability insurance is unavailable or is not obtained, or does not cover part or all of any claims or damage caused by or resulting from petroleum operations, the Contractor shall remain fully responsible and shall defend, indemnify and hold the Government harmless against all such nature whatsoever. The Contractor shall maintain in force a third party liability insurance policy covering the activities of himself, his contractors and subcontractors and the employees of all such parties. Such insurance policy shall include the Government as an additional insured, shall waive subrogation against the Government, and shall provide that it may not be canceled except upon thirty (30) days prior written notice to the Government. A certificate evidencing such insurance policy shall be furnished to the Government within ninety (90) days of the effective date. The Contractor shall procure at his own expense and maintain in full force at all times, where applicable and available, the following:

1. Workmen's Compensation Insurance in full compliance with the laws of the applicable country and state of hire.
2. Employer's liability Insurance.
3. Commercial General Liability Insurance with Bodily Injury (other than automobile)
4. Pollution Liability: Sudden and accidental pollution liability on

a claims made basis.

5. Umbrella Liability or Excess Insurance: Excess liability insurance pursuant to an "umbrella" policy covering claims in excess of the underlying insurance as set forth in (3) above.

6. Automobile Liability: Coverage with Bodily Insurance and Property Damage with combined Single Limit per Occurrence.

7. Energy Exploration and Development Policy: Blowout insurance covering cost of well control, redrilling and pollution liability.

Such insurance will be purchased within limits that are mutually agreed to and acceptable based on international industry standards. Originals of all insurances obtained under Article XXVII, this para. 27.1 shall be lodged with the Inspector of Petroleum within thirty (30) days of execution of insurances.

27.2 The Contractor shall indemnify, defend and hold the Government harmless against claims, losses and damages, without limitation, claims for loss or damage to property or injury or death to persons caused by or resulting from only petroleum operations conducted by or on behalf of the Contractor, provided that the Contractor shall not be held responsible to the Government under this paragraph 27.2 for any loss, claim, damage or injury caused by or resulting from any negligent action of personnel of the Government.

27.3 The Contractor shall contribute one tenth of one percent (0.10%) of the value of the annual gross production of crude oil and/or natural gas produced and saved in each calendar year and not used or consumed in petroleum operations to a Common Fund to be held in trust by the Government and managed for the sole purpose of indemnification against any or all environmental damages caused during the petroleum operations.

27.4 Nothing contained in paragraph 27.3 above shall be construed to relieve the Contractor of his obligations of indemnification as set elsewhere out in this Agreement.

ARTICLE XXVIII

Assignment

28.1 The Contractor may assign, transfer, convey or otherwise dispose of

any part or all of its rights or interest under this Agreement with the prior written consent of the Government, which consent shall not be unreasonably withheld.

28.2 Notwithstanding the provisions of paragraph 28.1, if the Contractor assigns to any affiliated company, the Contractor shall remain fully liable for the performance of this Agreement and shall be fully liable for the performance of any such assignee.

28.3 In the case of an assignment to any non-affiliated company, the Contractor shall provide to the Government an unconditional undertaking by the assignee to assume all obligations of the Contractor under this Agreement. Notwithstanding such undertaking, the Contractor shall remain jointly and severally liable with the assignee for performance of the obligations of the Contractor unless the Contractor assigns his entire interest under this Agreement.

ARTICLE XXIX

Law of the Agreement 29.1 This Agreement shall be construed under, governed by and interpreted in accordance with the laws of Belize and such principles of international law as may be applicable.

ARTICLE XXX

Force Majeure 30.1 Except as otherwise provided in this Article, each party shall be excused from complying with the terms of this Agreement, if such compliance is prevented by strikes, wars (declared or undeclared), acts of God, governmental intervention not otherwise addressed in this Agreement, third-party intervention, or by any act or cause that is reasonably beyond the control of such party, such causes being herein called "force majeure". In the event that either party hereto is rendered unable, wholly or in part, by any of these causes to carry out its obligations under this Agreement, such party shall give notice and details of force majeure in writing to the other party within thirty (30) days after the party giving notice of such force majeure is aware of its occurrence. In such cases, the obligations of the party giving the notice shall be suspended during the continuance of any inability so caused. The Government and Contractor will do all

that is reasonably within their power to remove such cause.

ARTICLE XXXI

Entire Agreement and Amendments 31.1 This Agreement is based on the principles of *pacta sunt observanda* and *rebus sic stantibus*. Since this Agreement embodies the entire agreement and understanding between the Contractor and the Government relative to the subject matter hereof, and supercedes and replaces any provisions on the same subject in any other Agreement between the parties, whether written or oral, prior to the date of this agreement. Therefore, this Agreement may not be amended, modified, varied or supplemented except by an instrument in writing signed by the Contractor and the Government.

ARTICLE XXXII

Waiver 32.1 Performance of any condition or obligation to be performed hereunder shall not be deemed to have been waived or postponed except by an instrument in writing signed by the party which is claimed to have granted such waiver or postponement.

32.2 No waiver by any party of any one or more obligations or defaults

the parties receiving such information to maintain confidentiality, or to an agency of the Government of the country of the Contractor having authority to require such disclosure.

The term "confidential information", as used herein shall mean information identified as "confidential" by the party originally in possession of it and disclosed to the other party, excluding information previously known to the other party or information which is publicly known (except through disclosure of the other party in violation of this Article XXXIII) or information that comes into the legitimate possession of such other party.

- 33.2 The confidentiality obligations of this Article XXXIII shall expire upon relinquishment of the area to which the information relates.

ARTICLE XXXIV

Notices

- 34.1 All notices and other communications required or permitted hereunder or any notices that one party may desire to give to the other party shall be in writing in the English language and deemed to have been properly delivered if personally handed to an authorized representative of the party for whom intended, or sent by registered airmail, cable, telex, facsimile and/or e-mail, at or to the address of such party for whom intended, or such other addresses as any party may from time to time designate by notice in writing to the other party.

EXHIBIT "A"

THIS EXHIBIT "A" is attached to and is incorporated as part of the award and delivery of acreage dated this 4th day of November, 2003 from Government of Belize (GOB) to Robert E. Tucker Jr. for West Bay Belize Limited, covering Block 1 Sub-sectors or 441,086.5 acres more or less.

ACREAGE DESCRIPTION

SECTOR	SUBSECTORS	NO. OF SUBSECTORS	ACRES
56	S,T,W,X,Y; Parts of J,M,N,O,Q,R,V	8.7135	8,612.6
57	B-E,G-Y; Parts of A,F	24.5894	24,304.6
58	A-Y	25	24,710.4
59	A-Y	25	24,710.4
77	D,E,I,J; Parts of A,B,C,H,M,N,O	7.5581	7,470.6
78	A-J,L-O,Q-T,W-Y; Parts of K,P,U,V	23.8779	23,601.3
79	A-Y	25	24,710.4
80	A-Y	25	24,710.4
81	A-Y	25	24,710.4
98	C-E,H,J,M-O,R-T,W-Y; Parts of B,G,L,Q,V	15.2225	15,046.2
99	A-Y	25	24,710.4
100	A-Y	25	24,710.4
101	A-Y	25	24,710.4
118	A-Y	25	24,710.4
119	A-Y	25	24,710.4
120	A-Y	25	24,710.4
121	A-Y	25	24,710.4
138	A,U; Parts of B,F,G,K,L,P,Q,V	7.805	7,714.6
153	B-D, G-J, L-O, Q-T, V-Y; Parts of A,F,K,P,U	19.7159	19,487.5
154	U-W; Parts of P,Q,R	4.5	4,447.9
155	Y	1	988.4
156	O,R,S,T,U,V,W; Parts of E,J,N,Q,X,Y	10.2268	10,108.3
157	A,F,K,P; Parts of B,G,L,Q,U,V	8.3792	8,282.1
172	B-E; Part of A	4.2450	4,195.8
173	A-E	5	4,942.1
174	A-E	5	4,942.1
175	Parts of A,B,C,D	0.4225	417.6
TOTAL:			441,086.5

EXHIBIT "B"
MAP OF CONTRACT AREA

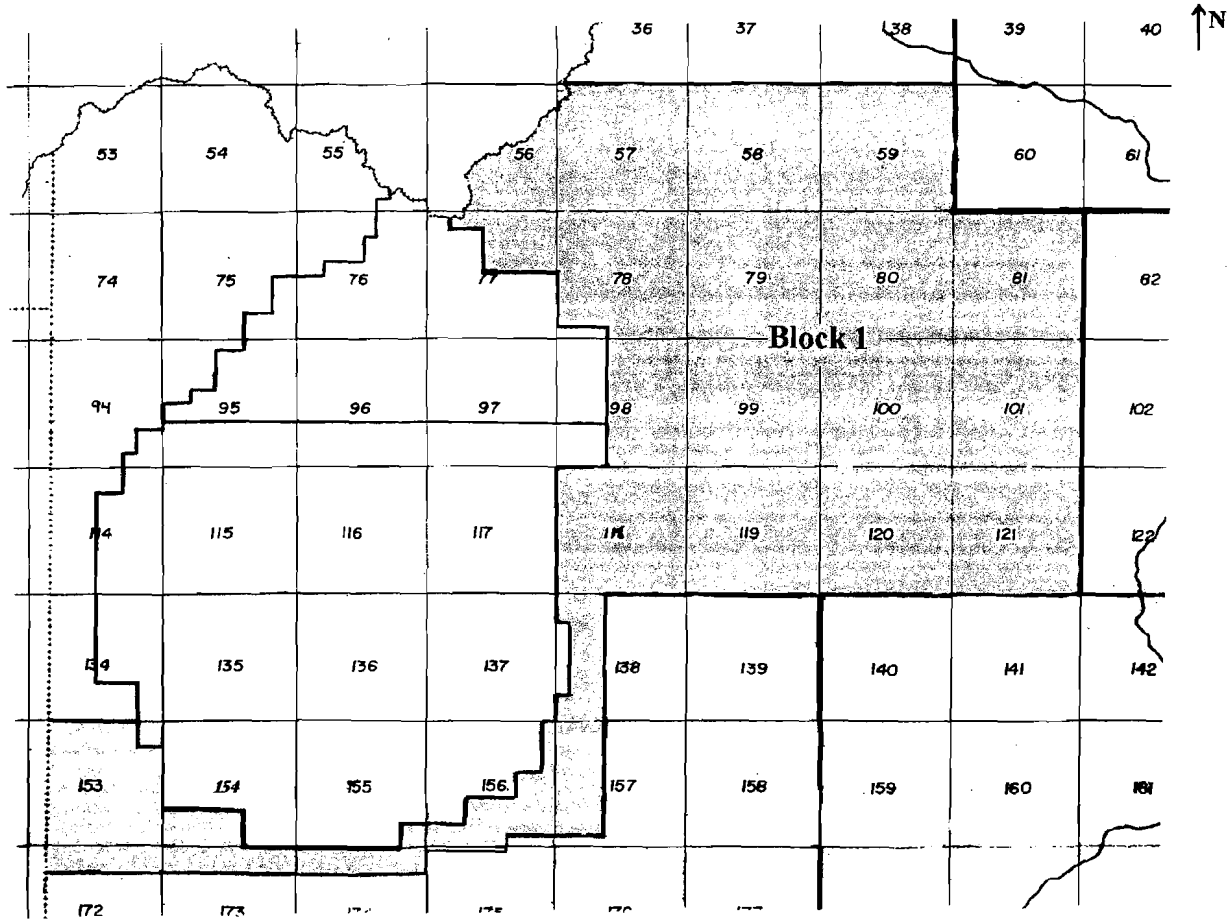


EXHIBIT "C"
SECURITY - BANK GUARANTEE

Ministry of Finance,
Government of Belize,
Belmopan, Belize

Gentlemen,

RE: OUR LETTER OF GUARANTEE

In compliance with the request of WEST BAY BELIZE LTD. ("the Contractor"), we, WEST BAY EXPLORATION COMPANY, 13685 S. West Bay Shore, Suite 200, Traverse City, Michigan 49684, issue this unconditional irrevocable Letter of Guarantee in your favour for a sum not exceeding One Hundred and Fifty Thousand United States Dollars (US \$150,000.00), which represents the total minimum exploration expenditures set forth in paragraph 6.1.1. of the Agreement ("Agreement"), dated 4th NOVEMBER, 2003, between the Contractor and the Government of Belize ("Government"), relating to petroleum exploration, development and production in the territory of Belize, to guarantee the Contractor's faithful performance of its minimum exploration expenditures obligations as provided for in the Agreement, the said sum of One Hundred and Fifty Thousand United States Dollars (US \$150,000.00) to be reduced at the end of each contract year, as defined in the Agreement, by the amount stipulated to be expended in such contract year, if such amount is in fact expended as evidenced by a signed certificate from the Government, provided, however, that said sum shall under no circumstances be reduced below the stipulated minimum exploration expenditures for the remaining contract year of the initial exploration period, as set forth in paragraph 6.1.1 of the Agreement, as evidenced by a signed certificate from the Government.

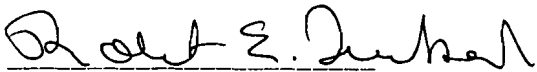
The terms and conditions of this Letter of Guarantee are as follows:

1. The said amount, or any part thereof, shall be paid to you upon our receipt of your written statement that the amount claimed is duly payable under the Agreement.
2. We hereby waive diligence, presentment, demand for payment, protest, any requirement that the Government exhaust any right or power or take any action against the Contractor, all notices (whether of non-payment by the Contractor, dishonour, protest or otherwise) and all demands whatsoever. Our obligations hereunder are continuing, absolute and unconditional, and will not in any way affected by giving of time or any forbearance by the Government, the waiver or consent by the Government with respect to any provisions of the Agreement, and irrespective of the validity, regularity, enforceability or value of the Agreement, or by any other circumstances which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, all of which are hereby expressly waived.
3. Our obligations hereunder shall be paid in United States Dollars to the bank account designated by the Government, free and clear of and without reduction by reason of any and all present and future taxes, levies, assessed, imposed or collected with respect thereto by the Government of or any political subdivision or taxing authority thereof of therein. We shall bear connection with this Letter of Guarantee.
4. In order to give effect to this Letter of Guarantee, we hereby declare that the Government shall be at liberty to act as though we were the principal debtor, and we hereby waive all and any of the rights as surety which may at any time be inconsistent with any of the above
5. Any claim or demand under this Letter of Guarantee shall be presented to us on or before the expiration of the date of the validity of the Letter of Guarantee.

6. This Letter of Guarantee shall be effective immediately and expire ninety (90) days after the end of the Initial Exploration period as defined in the Agreement, and thereafter automatically without any formality become null and void for all its effects and this Letter of Guarantee shall be returned to us immediately.

Yours very truly,

WEST BAY EXPLORATION COMPANY

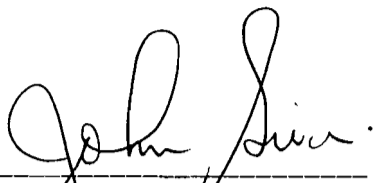
By: 

Robert E. Tucker, Jr.

Its: President

IN WITNESS WHEREOF, the Government and the Contractor have hereunto set their hands and seals the day and year first herein before written.

SIGNED, SEALED AND DELIVERED BY
the above-named JOHN BRICEÑO
for and on behalf
of the Government of Belize
in the presence of:



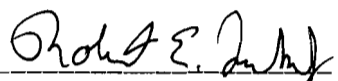
John Briceño
Minister of Natural Resources,
Environment, Commerce & Industry



WITNESS


SIGNED, SEALED AND DELIVERED BY

Robert E. Tucker
For West Bay Belize Limited



Robert E. Tucker
For West Bay Belize Limited

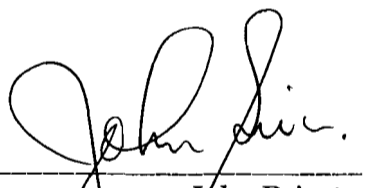
in the presence of:



WITNESS


I, John Briceño of Belmopan, hereby acknowledge that I did sign, seal and deliver the within-written document as my act and deed.

Acknowledged at BELMOPAN this 4th day of November, 2003.



John Briceño
Minister of Natural Resources,
Environment, Commerce & Industry

Before me,


CHIEF EXECUTIVE OFFICER

BE IT REMEMBERED, that on the 4th day of November, 2003 personally appeared before me the within named John Briceño and acknowledged before me that he did sign, seal and deliver the within-written instrument as his act and deed and that the signature of John Briceño is in his writing.


CHIEF EXECUTIVE OFFICER

I, Evadne L. Wade MAKE OATH AND SAY as follows:

1. I am subscribing witness to the execution of this agreement by Robert E. Tucker Jr. of West Bay Belize Limited.
2. I was present and did see Robert E. Tucker Jr. of West Bay Belize Limited sign, seal, and deliver this agreement as his act and deed.
3. The signature "Robert E. Tucker Jr." is in the proper handwriting of Robert E. Tucker Jr. of West Bay Belize Limited and the signature "Evadne L. Wade" is my own proper handwriting.

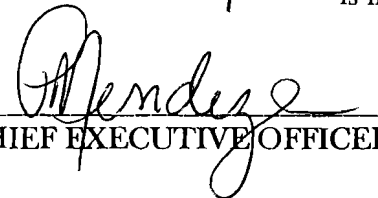
SWORN AT BELMOPAN
THIS 4th DAY OF November 2003

Evadne L. Wade
WITNESS

Before me,


CHIEF EXECUTIVE OFFICER

BE IT REMEMBERED that on the 4th day of November, 2003, personally appeared before me the within-named Evadne L. Wade and made oath that she was a subscribing witness to the execution of this AGREEMENT by Robert E. Tucker Jr. of West Bay Belize Limited and was present and did see Robert E. Tucker Jr. of West Bay Belize Limited sign, seal and deliver this agreement as her/his act and deed and that the signature "Robert E. Tucker Jr." is in his proper handwritings.


CHIEF EXECUTIVE OFFICER

I hereby certify that I have count the within-written document and that it contains two hundred ninety-five (295) folios of seventy-two words each and twenty three (23) words over and no more.

AS WITNESS my hand this 27th of November 2003.



WITNESS

THIS DOCUMENT was prepared in the Geology & Petroleum Department for the Inspector of Petroleum for and on behalf of the Government of Belize



INSPECTOR OF PETROLEUM

Annex -I
INCOME TAX COMMISSIONER'S BULLETIN

Article I General Provisions

- 1.1 Definitions
- 1.2 Inconsistency
- 1.3 Accounting Records and Reports
- 1.4 Language - and Units of Account
- 1.5 Tax Accounting Principles
- 1.6 Accrual Basis
- 1.7 Definitions of Capital and Operating Expenditures
- 1.8 Depreciation
- 1.9 Arm's Length Transactions
- 1.10 General Exclusions
- 1.11 Currency Exclusions
- 1.12 Revision of the Accounting Procedure
- 1.13 Acceptance of Costs

Article II Petroleum Operations Expenditures

- 2.1 Definition for the Purpose of Determining Compliance with the Minimum Exploration Expenditures Commitment
- 2.2 Definition for the Purpose of Article IX

Article III Accounting Methods and Principles

- 3.1 Labour Costs
- 3.2 Material Costs
- 3.3 Technical Services Costs
- 3.4 Insurance and Claims
- 3.5 Legal and Litigation Costs
- 3.6 General Administration and Services
- 3.7 Interest, etc
- 3.8 Office Costs, etc. in Belize
- 3.9 Example of Production Share Calculation

INCOME TAX COMMISSIONER'S BULLETIN

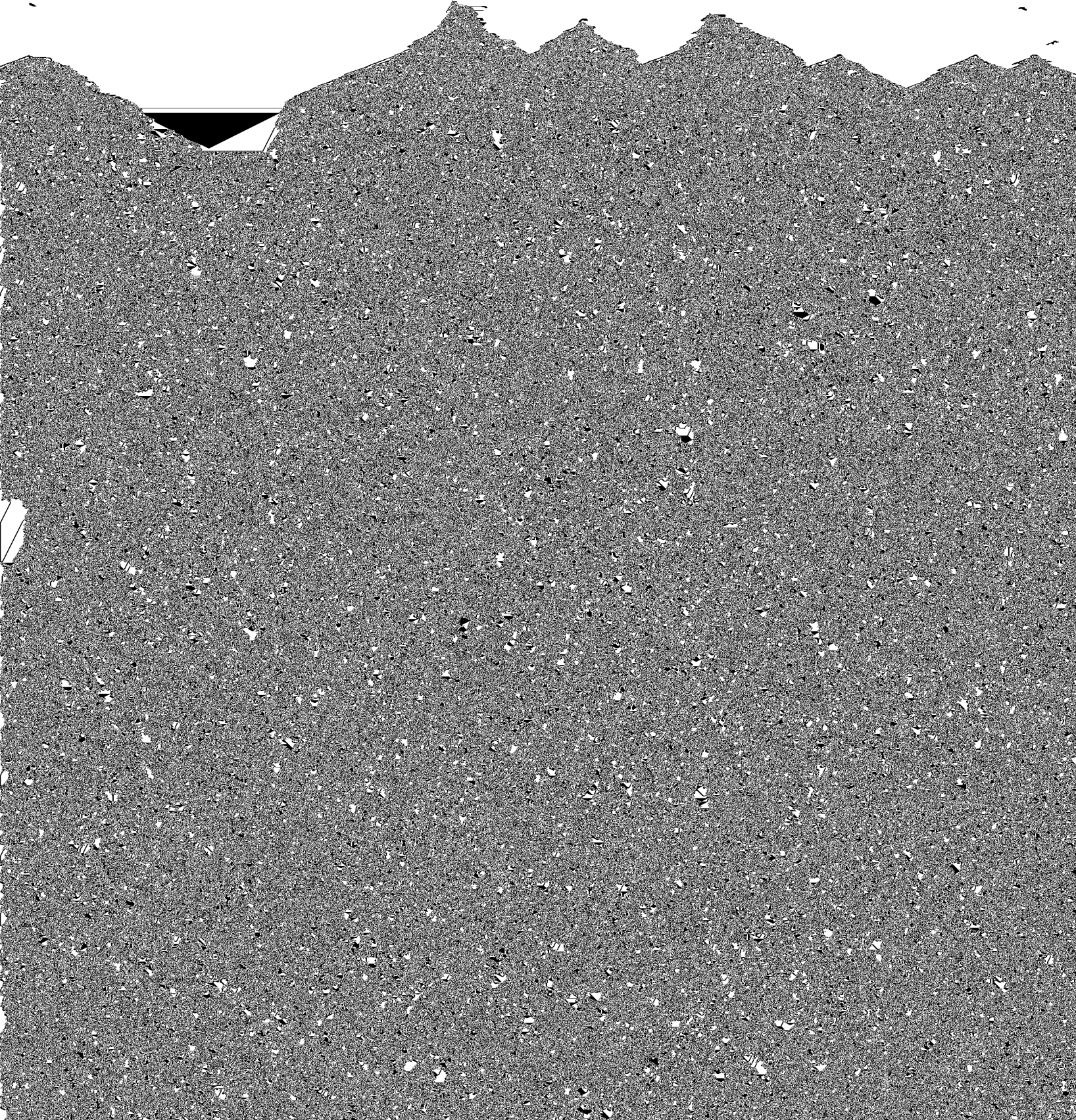
ARTICLE I

- DEFINITIONS 1.1 The Accounting Procedure described herein is to be followed and observed in the performance of both parties' obligations under this Agreement. The definitions appearing in Article I of this Agreement shall also apply to this Exhibit.
- INCONSISTENCY 1.2 In the event of any inconsistency or conflict between the provisions of this Exhibit and the other provisions of this Agreement, then the other provisions of this Agreement shall prevail.
- ACCOUNTING RECORDS AND REPORT 1.3 (a) The Contractor shall establish and maintain at its business office in Belize complete accounts, books and records of all revenues, costs and expenses relating to all Petroleum Operations hereunder in accordance with generally accepted procedures and standards in the international petroleum industry. Such account books, records and reports will be available for the inspection and use of the Government and its representatives in carrying out its supervisory function under the Agreement.
- (b) Within thirty (30) days of the Effective Date of this Agreement, the Contractor shall submit to and discuss with the Government a proposed outline of charts of accounts, books, records and reports, which outline shall be in accordance with generally accepted and recognized accounting systems and consistent with modern petroleum industry practices and procedures. Within ninety (90) days of receiving the above submission, the Government shall either indicate its approval of the proposal or request revisions to the proposal. Within one hundred and eighty (180) days after the Effective Date of the Agreement, the Contractor and the Government shall agree on the outline of charts of accounts, books, records and reports which shall describe the

an allowable deduction to subsequent Calendar Years until fully recovered from Gross Revenues. In the event that an operating loss remains unrecovered upon the termination of this Agreement, such loss may be carried over and deducted from other revenues of the Contractor from Petroleum Operations in Belize

ACCRUAL BASIS

- 1.6 All books, accounts and records shall be prepared on an accrual basis. Revenues shall be attributed to the accounting period in which they are earned, and costs and expenses to the accounting period in which they are incurred, without the need to distinguish whether cash is received or disbursed in connection with a particular transaction. Costs and expenses shall be deemed to have been incurred, in the case of physical items, in the accounting period when title



roads. Cost of Crude Oil treating plants and equipment, secondary recovery systems, natural gas plants and steam systems,

(b) Construction housing and welfare housing - recreational facilities and other tangible property incidental to construction,

(c) Production facilities - production rigs (including the costs of labor, fuel, hauling and supplies for both the offsite fabrication and onsite installation of rigs, and other construction costs in erecting rigs and installing pipelines), wellhead equipment, subsurface lifting equipment, production tubing, sucker rods, surface pumps, flow lines, gathering equipment, delivery lines and storage facilities,

(d) Movable - surface and subsurface drilling and production tools, equipment and instruments, barges, floating craft, automotive equipment, aircraft, construction equipment, furniture and office equipment and miscellaneous equipment,

(e) Development and production drilling - labor, materials and services used in drilling wells with the object of penetrating a proven reservoir, including the drilling of delineation wells as well as re-drilling, deepening or recompleting wells, and access roads, if any, leading directly to wells,

OPERATING EXPENDITURES

1.7.2

Operating expenditures are all Petroleum Operations Expenditures other than capital expenditures.

Operational expenditures include, but are not limited to, the following:

(a) Exploration drilling - labor, materials and services used in the drilling of wells with the object of finding unproven reservoirs of crude oil and natural gas, and access roads, if any, leading directly to wells.

(b) Surveys - labor, materials and services used in aerial, geological, topographical, geophysical and seismic surveys, and core hole drilling, and

(c) Other exploration expenditures -auxiliary or temporary facilities having lives of one year or less used in exploration and purchased geological and geophysical information.

DEPRECIATION

1.7.3 Capital expenditures, as defined in paragraph 1.7 of this Exhibit, shall be depreciated only for the purpose of the calculation of Income Tax. For the purpose of determining the amount of depreciation which is allowable as a deduction in each calendar year, the following principles shall apply,

1.8.1 Capital expenditures will be depreciated using the straight line method over five (5) years,

1.8.2 A full year's depreciation may be taken in the first calendar year in which such depreciation is allowable,

1.8.3 Deductions with respect to depreciation of capital expenditures incurred shall be allowable commencing with (A) the calendar year in which the capital asset is placed into service, or, if the capital expenditure does not relate to an asset that normally has a useful life beyond the year in which it is placed in service, the calendar year in which the capital expenditure is incurred, or (B) the calendar year in which Initial Commercial Production first occurs, whichever is later.

**ARM'S LENGTH
TRANSACTIONS**

1.9 Except as may be otherwise agreed in writing between the Government and the Contractor, all transactions giving rise to revenues, costs or expenses which will be credited or charged to the books, accounts, records and reports prepared, maintained or submitted hereunder shall be conducted at arm's length or on such a basis as will assure that all such

revenues, costs or expenses will not be higher or lower, as the case may be, than would result from a transaction conducted at arm's length on a competitive basis with third parties.

GENERAL EXCLUSIONS

1.10

The following expenditures shall not be included in Petroleum Operations Expenditures:

(a) costs and expenses incurred at any time prior to the Effective Date,

(b) costs relating to petroleum marketing or transportation beyond the Delivery Point,

(c) contributions and donations except those approved by the Government,

(d) gifts or rebates to suppliers, and gifts or commissions to intermediaries arranging service or supply contracts,

(e) any interest, fines, monetary corrections or increases in expenses resulting from the Contractor's failure to comply with its obligations under this Agreement, applicable law or agreements with third parties, and

(f) any other expenditures not directly related to Petroleum Operations or not in compliance with the provisions of this Exhibit.

CURRENCY EXCHANGE RATES

1.11

For conversion purposes between any other currency and United States dollars, the average of the buying and selling rate of exchange shall be used as issued by the Central Bank of Belize on the first day of the month in which the revenues, costs or expenses are recorded. Any realized or unrealized gains or losses from the exchange of currency shall be charged or credited to Petroleum Expenditures. A record of the exchange rates used in converting other currencies into United States dollars shall be kept by the Contractor.

REVISION OF
THE ACCOUNTING
PROCEDURE

1.12 By mutual agreement between the Government and the Contractor this Accounting Procedure may be revised from time to time.

ACCEPTANCE OF COSTS

1.13 The acceptance by the Government of the values and treatment proposed by the Contractor relating to all costs and expenses may be conditional upon the presentation by the Contractor, following a request by the Government or its representatives, of all records and original documents supporting such costs and expenses, such as invoices, cash vouchers, debit notes, price lists or similar documentation verifying the value and treatment proposed.

Article II Petroleum Operations Expenditures

DEFINITION FOR
THE PURPOSE OF
DETERMINING
COMPLIANCE
WITH THE
MINIMUM
EXPLORATION
EXPENDITURES
COMMITMENT

2.1 In determining the Contractor's compliance with the minimum Exploration Expenditures obligations undertaken pursuant to this Agreement, Petroleum Operations Expenditures shall include all costs and expenses incurred in the performance of exploration operations in accordance with approved work programmes, but excluding those incurred in the performance of development and production operations in the contract year in question without the need to distinguish, between capital and operating expenditures, provided, however, that expenditures incurred in training nationals of Belize pursuant to paragraphs 20.1 and 20.2 of this Agreement and the value of stock listed in inventory shall be excluded from petroleum operations expenditures for the purpose of this subparagraph.

DEFINITION FOR
THE PURPOSE OF
ARTICLE IX

2.2

2.2.1 For each calendar year, including any calendar year prior to the calendar year in which initial commercial production first occurs, petroleum operations expenditures, for the purposes of Article IX of this Agreement, shall include all petroleum operations

expenditures incurred in that calendar year in the contract area.

2.2.2 The following costs and expenses shall not be included in petroleum operations expenditures for the purposes of Article IX of this Agreement:

(a) surface rentals payable pursuant to Article XIII of this Agreement,

(b) any costs relating to the provision of the security described in paragraph 6.1.6 of this Agreement including payments made to the Government pursuant to such security or otherwise for failure to incur the minimum exploration expenditures in accordance with paragraph 6.1 of this Agreement, and

(c) any interest, fees, duties, taxes and other financial charges, referred to in paragraph 3.7 of this Exhibit, relating to loans and credits obtained by the Contractor to acquire funds for the execution of its obligations under this Agreement.

**DEFINITION FOR THE
PURPOSE OF THE INCOME
TAX**

2.2.3 For each calendar year, commencing with the calendar year in which initial commercial production first occurs, petroleum operations expenditures which shall be deductible for the purpose of the calculation of Income Tax payable shall consist of the sum of:

(1) the current calendar year's operating expenditures incurred, including the current calendar year's allowable deductions for depreciation of capital expenditures determined in accordance with subparagraphs 1.5.2 of this Exhibit.

**Article III
Accounting Methods and Principles**

Petroleum operations expenditures incurred hereunder shall be calculated and accounted for in a

manner consistent with the following principles and definitions and shall include:

LABOUR COSTS

- 3.1 Costs of salaries and wages of the Contractor's employees directly engaged in petroleum operations, including costs of holidays, vacations, sickness, living and housing allowances, travel time, bonuses and other established plans for employee benefits customarily granted to the Contractor's employees and their families in similar ventures,

MATERIAL COSTS

- 3.2 Costs of materials, equipment, machines, tools and any other goods of a similar nature used or consumed in petroleum operations subject to the following:

(a) Acquisition - the Contractor shall only supply or purchase materials for use in petroleum operations that may be used in the foreseeable future. The accumulation of surplus stocks and inventory shall be avoided. Inventory levels shall, however, take into account the time lag for replacement, emergency needs and similar considerations,

(b) Components of costs - costs of materials purchased by the Contractor for use in petroleum operations may include, in addition to the invoice price (subtracting the discounts given, if any), freight costs and costs of transportation between the supply point and delivery point (provided that such costs are not included in the invoice price), inspection costs, insurance, custom duties, taxes and other items that may be charged to imported materials or to materials purchased in the Belize,

(c) Accounting - such materials costs shall be charged to the accounting records and books based on the "First in-First Out" (FIFO) method,

(d) Supply of Materials by Affiliated Companies - materials supplied by the Contractor's Affiliated

Companies shall be charged to the accounting records and books at prices no higher than the prices comparable material purchased on a competitive basis from third party suppliers. This criterion shall apply to both new and used materials,

(e) Inventories - the Contractor shall maintain both a physical and accounting inventory of all materials in stock in accordance with generally accepted practices in the international petroleum industry. The Contractor shall make a physical inventory of all such materials at least twice in any Contract Year. The Government may carry out total or partial inventories whenever it deems it necessary. The costs of non capital items purchased for inventory shall be charged to operating expenditure when issued from stock for consumption,

TECHNICAL SERVICE COSTS

3.3 The value of technical services costs relating to Petroleum Operations shall be:

(a) In the case of technical services performed by third parties directly subcontracted, including outside consultants, contractors and utilities, the price paid by the Contractor, provided that such prices are no higher than the prices charged by other suppliers for comparable work and services, and

(b) In the case of technical services performed by the Contractor or its Affiliated Companies, prices which are no higher than the most favorable prices charged to other Affiliated Companies of the Contractor and to third parties for comparable services.

INSURANCE AND CLAIMS

3.4 Costs relating to insurance, provided such insurance is customary, affords prudent protection against risks and is at a premium no higher than that charged on a competitive basis by insurance companies which are not Affiliated Companies of the Contractor. The proceeds of any insurance or claim shall be credited against Petroleum Operations Expenditures. Except

in cases where insurance coverage is required pursuant to Article XXV of this Agreement, if no insurance is carried for a particular risk, all costs incurred by the Contractor in settlement of any related loss, claim, damage or judgment, including legal services, shall be includable in Petroleum Operations Expenditures provided that such costs did not result from the Contractor's gross negligence.

**LEGAL AND
LITIGATION
COSTS**

- 3.5 Costs and expenses of litigation and legal or related services necessary or expedient for the protection of the Contract area. Any damages or compensation received shall be credited against Petroleum Operations Expenditures. Under no circumstances may the Contractor's costs incurred in the course of arbitration, entered into under Article XXII of this Agreement, be included in Petroleum Operations Expenditures,

**GENERAL
ADMINISTRATION
AND SERVICES
OVERHEAD COSTS**

- 3.6 General services and administrative costs, other than direct costs, including, but not limited to:

(a) The Contractor's personnel and services costs, outside of Belize relating to administration, legal, accounting, treasury, auditing, taxation, planning, employee relations, purchasing and other functions required for Petroleum Operations under this Agreement, and

(b) Reasonable travel expenses of the Contractor's personnel in the general and administrative categories listed in (a) above for the purpose of inspection and supervision of Petroleum Operations in Belize shall be allocable to Petroleum Operations Expenditures according to methods agreed to by the Contractor and the Government. The methods agreed shall result from a detailed study and the methods selected following such study shall be applied each year consistently unless otherwise agreed by the parties. In the case of Exploration Operations, these general administration and services overhead costs shall not exceed three

percent (3%) of the direct costs incurred in such operations in each Calendar Year. Following the date of declaration of Commercial Discovery in the first Field, the Government and the Contractor shall agree upon the level of General Administration and Services Overhead Costs which may be allocable to Petroleum Operations Expenditures and the percentage of direct costs ceiling shall be reduced accordingly.

INTEREST, ETC.

3.7 Interest, fees, duties, taxes and other financial charges relating to loans and credits obtained by the Contractor to acquire funds for the execution of its obligations under this Agreement at rates not exceeding the prevailing commercial rates may be charged to Petroleum Operations Expenditures. Details of any financing plan, and amounts thereof, shall be included in each annual Work Programme Budget

OFFICE COSTS, ETC. IN BELIZE

3.8 St Staffing and maintenance of the Contractor's head office in Belize and other offices in Belize, including rent, telephone, telex and radio expenses, as well as the expenses of general facilities such as shore bases, warehouses, water, power and communications systems, roads and bridges.

EXAMPLE OF PRODUCTION SHARE CALCULATION

3.9 The examples below shows the application of the scale of Production Sharing for fields producing 360,000 bbls per day on an average in the course of a quarter.

Example-1 (offshore)

Production Share Table		
Daily Average Production (bbl/d)	Government Share (%)	Contractor Share (%)
0 - 50,000	10	90
50,000 - 150,000	15	85
150,000 - 250,000	20	80
250,000 - 350,000	25	75
,350,000	30	70
Gross Value of 360,000 bbl/d @ \$20/bbl	\$ 7,200,000	
100% Recovery of expenses	<u>\$ 2,880,000</u>	
Balance in dollars	\$ 4,320,000	
Government's Share of the Balance: [(50,000 bbls x 10% + 100,000 bbls x 15% + 100,000 bbls x 20% + 100,000 bbls x 25% + 10,000 bbls x 30%) / (360,000 bbls)] x \$ 4,320,000	- \$ 816,000	
Contractor's Share \$ 4,320,000 - \$ 816,000	- \$3,504,000	

Example-2 (onshore)

Production Share Table

Daily Average Production (bbl/d)	Government Share (%)	Contractor Share (%)
0 - 50,000	10	90
50,000 - 100,000	20	80
100,000 - 150,000	30	70
> 150,000	40	60

Gross Value of 360,000 bbl/d @ \$20/bbl	\$7,200,000
100% Recovery of Expenses	\$1,620,000
Balance in dollars	\$5,580,000

Government's Share of the Balance:

[(50,000 bbls x 10% + 50,000 bbls x 20% + 50,000 bbls x 30% + 210,000 bbls x 40%)/360,000 bbls]	
x 5,580,000	- \$1,767,000
	- \$3,813,000

B E L I Z E:

PRODUCTION SHARING AGREEMENT
MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is made this 7th day of February 2006 between THE GOVERNMENT OF BELIZE (acting through the Minister of Natural Resources, Local Government and the Environment) (hereinafter referred to as "the Government") of the one part and WEST BAY BELIZE LIMITED, a company duly incorporated under the laws of Belize, with registered address at No. 91 North Front Street, Belize City, Belize, C.A. (hereinafter referred to as "the Contractor") of the other part.

WHEREAS on the 4th day of November 2003 the Government and the Contractor, through its authorized representative, Robert E. Tucker Jr., entered into a Production Sharing Agreement (hereinafter referred to as "the Principal Agreement") for the conduct of petroleum operations by the Contractor in the area of Belize described in Exhibit A and Exhibit B of the Principal Agreement;

AND WHEREAS the Contractor has made an application for other acreage, in addition to the area described in the Exhibit A and Exhibit B of the Principal Agreement, within which to conduct petroleum operations under the Principal Agreement;

AND WHEREAS the Government is desirous of granting such application subject to the provisions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. The words used in this Agreement shall have the same meaning as the definition of such words in Article I of the Principal Agreement.

2. The Principal Agreement is hereby amended by repealing and replacing Exhibit A and Exhibit B thereof with Exhibit A and Exhibit B hereof.
3. The Principal Agreement shall be construed as if though Exhibit A and Exhibit B hereof were originally included in the Principal Agreement instead of the repealed Exhibit A and Exhibit B.
4. Without prejudice to paragraphs 3 and 8 hereof, the Contractor shall revise the current annual work programme of petroleum operations and work programme budget of petroleum operations expenditures (*provided for in paragraph 5.4 of the Principal Agreement*) in light of the new contract area and submit the same within forty-five (45) days from the date hereof, for approval, which approval shall be determined in accordance with paragraph 5.4 of the Principal Agreement and any other applicable paragraphs.
5. The Principal Agreement is hereby amended as follows:
 - (a) In paragraph 6.1.2.3 of Article VI thereof, which said paragraph is captioned "SECOND RENEWAL PERIOD", by deleting the sentence "Drill initial test well." occurring therein; and
 - (b) In paragraph 6.1.2.2 of Article VI thereof, which said paragraph is captioned "FIRST RENEWAL PERIOD", by adding the following new sentence immediately after the sentence "Acquire additional geophysical data as required by integrated interpretation." occurring therein:

"Commence drilling of initial test well by the end of the second quarter of the second year of the first renewal period."
6. The Principal Agreement is hereby amended by repealing and replacing paragraph 8.1 of Article VIII thereof, with the following:

“8.1 (a) Subject to paragraphs 8.1(b) and 8.1(c) below, the Contractor shall pay to the Government a royalty equal to (i) seven point five percent (7.5%) of the value of the annual gross production of crude oil produced and saved in each calendar year and not used or consumed in petroleum operations, and (ii) five percent (5%) of the value of the annual gross production of natural gas produced, saved and sold in each calendar year and not used or consumed in the conduct of petroleum operations.

(b) With respect to crude oil produced from any part of the contract area coloured pink in Exhibit B, and more particularly described in Part II of Exhibit A, the Contractor shall pay to the Government royalty equal to twenty percent (20%) of the value of the annual gross production of crude oil produced and saved in each calendar year and not used or consumed in petroleum operations.

(c) With respect to natural gas produced from any part of the contract area coloured pink in Exhibit B, and more particularly described in Part II of Exhibit A, the Contractor shall pay to the Government royalty equal to ten percent (10%) of the value of the annual gross production of natural gas produced, saved and sold in each calendar year and not used or consumed in petroleum operations.”

7. The Principal Agreement is hereby amended by repealing and replacing paragraphs 9.1 and 9.2 of Article IX thereof, with the following:

“9.1 (a) In each calendar year, after discharging its obligation for the royalty payment due to the Government pursuant to Article VIII, the Contractor shall be entitled to recover all petroleum operations expenditures incurred hereunder, out of one hundred

percent (100%) of the petroleum produced and saved in such calendar year and not used in petroleum operations by retaining and disposing of that amount of petroleum equal in value to the unrecovered petroleum operations expenditures for that calendar year plus all unrecovered petroleum operations expenditures from prior calendar years:

Provided that petroleum operations expenditures incurred in respect of the conduct of petroleum operations in or relating to that part of the contract area coloured green in Exhibit B and more particularly described in Part I of Exhibit A shall be recovered solely out of the petroleum produced from within that part, and that petroleum operations expenditures incurred in respect of the conduct of petroleum operations in or relating to that part of the contract area coloured pink in Exhibit B and more particularly described in Part II of Exhibit A shall be recovered solely out of the petroleum produced from within that other part.

(b) All such petroleum operations expenditures referred to in paragraph (a) above shall be recovered without a ceiling in the manner and to the extent provided for in the Income and Business Tax Act, Chapter 55 of The Substantive Laws of Belize, Revised Edition 2000. For the purpose of determining the value of the quantity of petroleum to which the Contractor is entitled in each calendar year pursuant to this paragraph 9.1, the provisions of Article X shall be applied.

9.2 Any remaining quantity of petroleum produced and saved in a given calendar year and not used in petroleum operations, that is, after payment of royalty pursuant to Article VIII and paragraph 9.1 above and recovery by the Contractor of petroleum operations

expenditures pursuant to the said paragraph 9.1, (Net Petroleum), shall be taken and disposed of separately by the Government and Contractor in each calendar year in the following shares:

(a) In respect of petroleum produced from that part of the contract area coloured green in Exhibit B and more particularly described in Part I of Exhibit A:

	Daily Average Production:	
	Government's Share	Contractor's Share
	Percent (%)	Percent (%)
First 50,000 bopd	5	95
Next 50,000 bopd	7.5	92.5
Next 50,000 bopd	10	90
Next 50,000 bopd	15	85
Above 200,000 bopd	20	80.

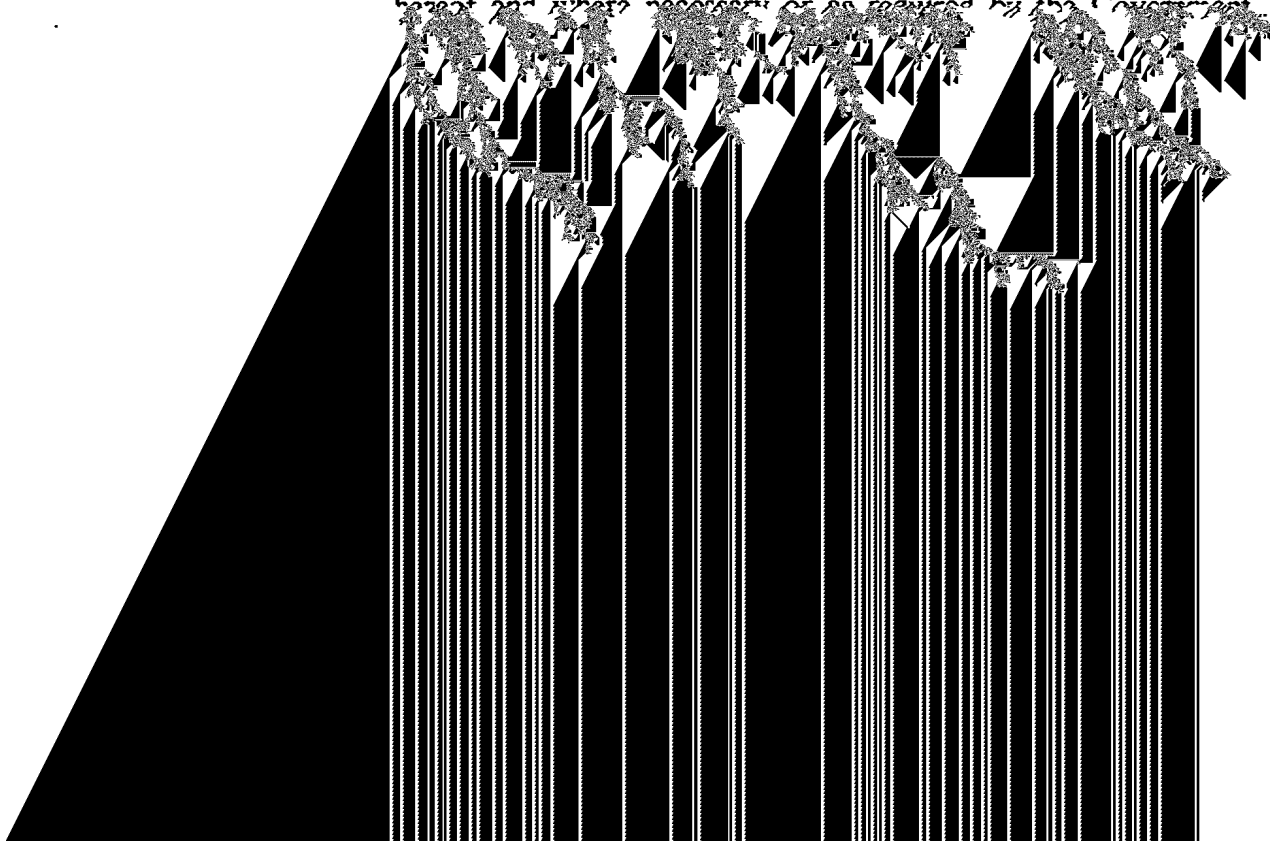
(b) In respect of petroleum produced from that part of the contract area coloured pink in Exhibit B and more particularly described in Part II of Exhibit A:

	Daily Average Production:	
	Government's Share	Contractor's Share
	Percent (%)	Percent (%)
First 10,000 bopd	25	75
Next 10,000 bopd	30	70
Next 10,000 bopd	35	65
Next 10,000 bopd	40	60
Above 40,000 bopd	45	55.

9.3 (a) In the event of commercial discoveries in both said parts of the contract area (coloured green in Exhibit B and more particularly described in Part I of Exhibit A and coloured pink in Exhibit B and more particularly described in Part II of Exhibit A, respectively) the Contractor shall develop and produce each said part of the contract area independently of each other, including establishing separate production facilities.

(b) Without prejudice to paragraph 9.3(a) above, where the boundaries of a field extend into both said parts of the contract area the Contractor shall, within the term of the development and production period for a field as prescribed in paragraph 3.4, develop and produce that portion of the field that extends into one part independent of, but simultaneous with, the development and production of that portion of the field that extends into the other part of the contract area, including establishing separate production facilities. The matters required to be set forth in the report required under paragraph 6.2.8(a) and the work programme and work programme budget pertaining to the development of the field required under paragraph 6.2.8(b) shall be set forth in respect of each said portions of the field as if though such portion were the entire field.

9.4 In respect of each said parts of the contract area coloured green and pink in Exhibit B and more particularly described in Part I and Part II of Exhibit A, respectively, the Contractor shall keep separate books, accounts and records, which are required to be kept pursuant to Article XXVI and any other applicable provisions hereof and where necessary or as required by the Government.



petroleum operations expenditures between the said two parts of the contract area.”

8. All other terms and conditions of the Principal Agreement shall remain the same.

SCHEDULE I

EXHIBIT "A"

ACREAGE DESCRIPTION

PART I

SECTOR	SUB-SECTORS	NO. OF SUB-SECTORS	ACRES
56	S,T,W,X,Y; Parts of J,M,N,O,Q,R,V	8.7135	8,612.6
57	B-E,G-Y; Parts of A,F	24.5894	24,304.6
58	A-Y	25	24,710.4
59	A-Y	25	24,710.4
77	D,E,I,J; Parts of A,B,C,H,M,N,O	7.5581	7,470.6
78	A-J,L-O,Q-T,W-Y; Parts of K,P,U,V	23.8779	23,601.3
79	A-Y	25	24,710.4
80	A-Y	25	24,710.4
81	A-Y	25	24,710.4
98	C-E,H-J,M-O,R-T,W-Y; Parts of B,G,L,Q,V	15.2225	15,046.2
99	A-Y	25	24,710.4
100	A-Y	25	24,710.4
101	A-Y	25	24,710.4
118	A-Y	25	24,710.4
119	A-Y	25	24,710.4
120	A-Y	25	24,710.4
121	A-Y	25	24,710.4
138	A,U; Parts of B,F,G,K,L,P,Q,V	7.805	7,714.6
153	B-D, G-J, L-O, Q-T, V-Y; Parts of A,F,K,P,U	19.7159	19,487.5
154	U-W; Parts of P,Q,R	4.5	4,447.9
155	Y	1	988.4
156	O,R,S,T,U,V,W; Parts of E,J,N,Q,X,Y	10.2268	10,108.3
157	A,F,K,P; Parts of B,G,L,Q,U,V	8.3792	8,282.1
172	B-E; Part of A	4.2450	4195.8
173	A-E	5	4,942.1
174	A-E	5	4,942.1
175	Parts of A,B,C,D	0.4225	417.6
SUB-TOTAL			441,086.5

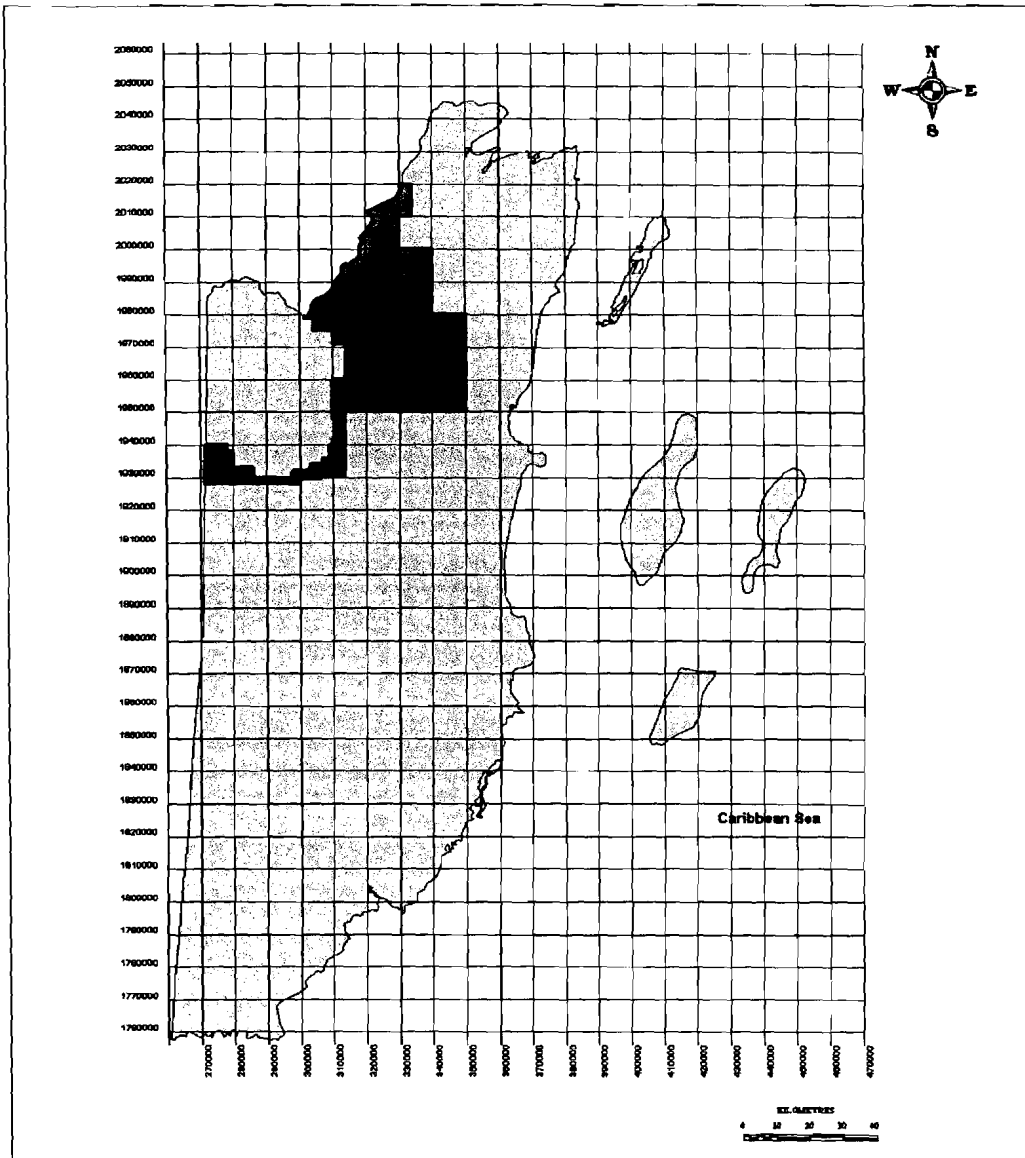
PART II

SECTOR	SUB-SECTORS	NO. OF SUB-SECTORS	ACRES
13	S,T,V,W,X,Y; Parts of J,M,N,O,P,Q,R,U	9.03	8,925.42
14	A,B,F,G,K,L,P,Q,U,V	9.96	9,841.29
20	B,C,D,E,G,H,I,J,K,L,M,N,O,P, Q,R,S,T,U,V,W,X,Y; Parts of A,F	23.69	23,418.92
36	J,N,O,R,S,T,V,W,X,Y; Parts of E,I,L,M,Q,U	13.55	13,397.18
37	A-Y	25	24,710.44
38	A-Y	25	24,710.44
	All those lands situated north of Sector 36 and west of Sector 20 lying in the territory of Belize	1.98	1,955.23
SUB-TOTAL			106,958.92
TOTAL			548,045.42

SCHEDULE II

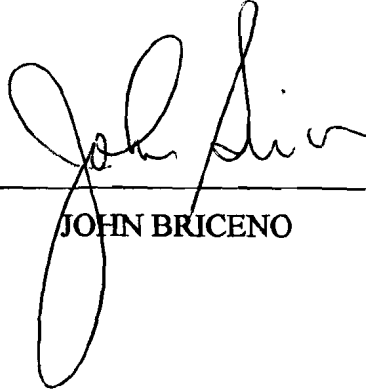
EXHIBIT "B"

MAP OF CONTRACT AREA




IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first herein before written.

SIGNED, SEALED AND DELIVERED)
by JOHN BRICENO, Minister of Natural)
Resources, Local Government and the)
Environment for and on behalf of the)
Government of Belize)



JOHN BRICENO

In the presence of:




WITNESS
Name: Carol Guzman

SIGNED, SEALED AND DELIVERED)
by MORRIS MICELI)
for and on behalf of West Bay Belize Ltd.)



MORRIS MICELI

In the presence of:

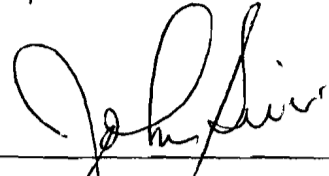


WITNESS
Name: Sandor Ricketts
Address: 15 Swasey St.
Belmopan
Belize



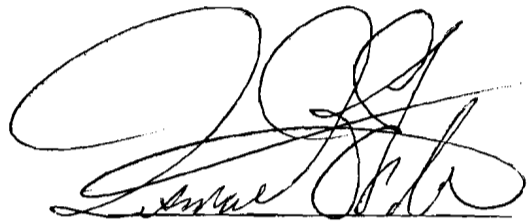
I, JOHN BRICENO, Minister of Natural Resources, Local Government and the Environment hereby acknowledge that I did sign, seal and deliver the within written document as my act and deed.

Acknowledge at BELMOPAN this 7th day of February 2006.

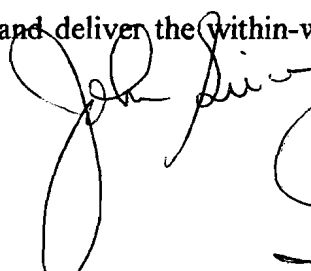


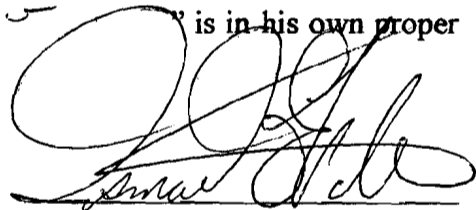
JOHN BRICENO
MINISTER OF NATURAL RESOURCES,
LOCAL GOVERNMENT AND
THE ENVIRONMENT

Before me,



CHIEF EXECUTIVE OFFICER


BE IT REMEMBERED that on the 7th day of February 2006 personally appeared before me the within named JOHN BRICENO and acknowledged before me that he did sign, seal and deliver the within-written document as his act and deed and that the signature “” is in his own proper handwriting.



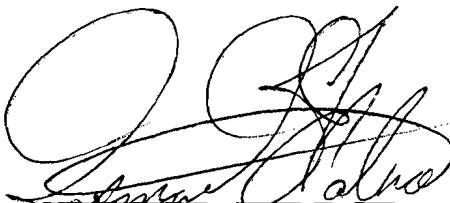
CHIEF EXECUTIVE OFFICER

I, MORRIS MICELI, hereby acknowledge that I did sign, seal and deliver the within-written document as my act and deed for and on behalf of West Bay Belize Ltd.

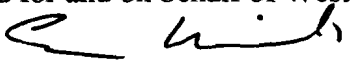
Acknowledge at BELMOPAN this 7th day of February 2006.

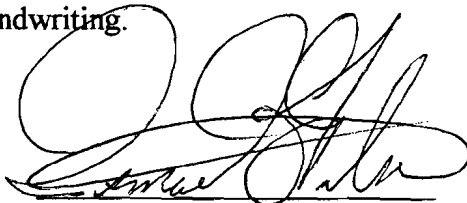


Before me,



CHIEF EXECUTIVE OFFICER

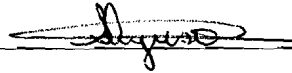
BE IT REMEMBERED that on the 7th day of February 2006 personally appeared before me the within named MORRIS MICELI and acknowledged before me that he did sign, seal and deliver the within-written document as his act and deed for and on behalf of West Bay Belize Ltd. and that the signature “” is in his own proper handwriting.



CHIEF EXECUTIVE OFFICER

I hereby certify that I have counted the within-written document and that it contains twenty-nine (29) folios of seventy-two words each and seventeen words over and no more.

Witness my hand this 7th day of February 2006.



WITNESS

This Document was prepared and drawn in the Ministry of Natural Resources, Local Government and the Environment.



INSPECTOR OF PETROLEUM