

DATED August 25, 2010

MOHAVE OIL & GAS CORPORATION

- and -

PROSPECTIUNI S.A.

**AGREEMENT FOR THE SUPPLY OF
ONSHORE SEISMIC DATA
ACQUISITION SERVICES
CONTRACT NO. MOG/PROSPECTIUNI-PORT-LUS-2010
TORRES VEDRAS & ALJUBARROTA PROJECTS
PORTUGAL**

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THIS AGREEMENT is made the 25th day of August 2010

BETWEEN:

- (1) **MOHAVE OIL AND GAS CORPORATION** whose principal place of business (or registered office) is 24 Waterway Avenue, Suite 350, The Woodlands, Texas 77380 U.S.A. ("the COMPANY"); and
- (2) **PROSPECTIUNI S.A.** whose principal place of business (or registered office) is 1 Caransebes Street, 012271 Bucharest, Romania, European Union ("PROSPECTIUNI").

RECITALS

The COMPANY wishes to engage PROSPECTIUNI to provide onshore seismic data acquisition and related services and PROSPECTIUNI has agreed to supply such services to the COMPANY upon and subject to the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall have the following meanings unless the context otherwise requires:

"Additional Services" means the services provided by PROSPECTIUNI upon request of the COMPANY and agreement by PROSPECTIUNI pursuant to or in connection with this Agreement other than the Base Services.

"Affiliate" means, in respect of any person, firm or COMPANY:

- (i) any person, firm or COMPANY which it owns or controls;
- (ii) any person, firm or COMPANY which owns or controls it; or
- (iii) any person, firm or COMPANY which is under common ownership or control with it.

For the purposes of this definition, "ownership" shall mean, in the case of a corporation or other entity which issues voting securities, any entity having the right to exercise directly or indirectly the vote of more than 50% (fifty percent) (or such lesser percentage which results in actual, de facto control) of the voting securities in the relevant entity or, in the case of any partnership, trust or other entity, any entity having at least 50% (fifty percent) of the interest in the profits of the relevant entity and "owns" shall be construed accordingly. "Control" shall mean the ability to control or determine the management of any relevant entity, whether by the election of members of the board of directors or other governing body of such entity or by any other means.

"Agreement" means this Agreement for the Supply of Onshore Seismic Data Acquisition Services.

"Arbitrator" has the meaning given in Clause 22.2.

CONTRACT FOR SEISMIC ACQUISITION SERVICES
TORRES VEDRAS & ALJUBARROTA AREAS
MOHAVE OIL AND GAS CORP AND PROSPECTIUNI S.A.

"Base Price" means the amounts payable by the COMPANY for the Base Services as calculated in accordance with Appendix 3.

"Base Services" means the onshore seismic geophysical data acquisition and related services to be provided by PROSPECTIUNI under this Agreement as further described in Appendix 1, Scope of Work – Base Services. For the avoidance of doubt, any items that are described as optional or available upon request, or words of similar import, are not included as Base Services.

"Claims" shall mean any and all losses, expenses, costs, damages, liabilities, claims, demands, liens, causes of action, suits, judgments, settlements, regulatory proceedings, citations, orders, decrees, and taxes, of any nature, kind, or description (including without limitation, reasonable attorneys' fees, court costs, fines, penalties, interest, cleanup, remediation, debris removal, and well control) that may be brought or asserted by any person or legal entity whomsoever.

"Commencement Date" means the date of this Agreement.

"COMPANY On-Site Representative" means the person designated as such by notice in writing from the COMPANY to PROSPECTIUNI from time to time pursuant to Clause 3.4.

"COMPANY Group" shall include COMPANY, its parent, subsidiaries, and affiliates.

"COMPANY Representative" means the person designated as such by notice in writing from the COMPANY to PROSPECTIUNI from time to time pursuant to Clause 3.1.

"Consequential Loss" means special, exemplary, punitive, incidental, indirect or consequential damages or losses and/or loss of production, loss of product, loss of use and loss of revenue, profit, anticipated profit, business opportunity or contract (in each case whether such loss is direct or indirect) arising out of or in connection with or resulting from the performance or non-performance of this Agreement.

"Country" means the country of Portugal.

"Co-Venturer" means any co-venturer of the COMPANY from time to time having an interest in the exploration and/or production license, or being party to an agreement with the COMPANY to jointly explore or evaluate any area, in respect of which the Services are to be performed and the successors in interest of such Co-Venturers or the assignees of any interest of such Co-Venturers.

"Currency" means Euros.

"Deliverables" means those items to be delivered to the COMPANY as referred to in Appendix 1.

"Equipment" means the equipment required to be furnished by PROSPECTIUNI as specified in Appendix 2 or such suitable replacement equipment as PROSPECTIUNI shall from time to time specify, provided, PROSPECTIUNI shall

timely notify COMPANY of all changes including replacement of the Equipment and COMPANY shall have approved such changes or replacements which will not be unreasonably withheld or delayed.

"Escrow Account" means the escrow account established pursuant to the Escrow Agreement which shall include the amounts covering the Base Price.

"Escrow Agreement" is the agreement among a financial institution to be determined, PROSPECTIUNI and the COMPANY, a copy of which is attached hereto as Appendix 4.

"Estimated Completion Date" has the meaning given in Appendix 3.

"Estimated Start Date" has the meaning given in Appendix 3.

"Expiration Date" means the date of expiration or termination of this Agreement howsoever caused.

"Force Majeure" means any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including without limitation the following:

- (i) riot, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- (ii) earthquake, flood, fire, tidal wave, hurricane, tornado, lightning strikes, typhoon or other natural physical disaster (but excluding unfavorable weather conditions or damage due to bad weather);
- (iii) strikes or industrial disputes (whether by labor employed or not employed by the affected Party, its subcontractors or suppliers); and
- (iv) changes to any statute, ordinance, decree or other law or any regulation or by-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, decree, law, rule, regulation, order or by-law.

"Group" means either COMPANY Group or PROSPECTIUNI Group or COMPANY Group and PROSPECTIUNI Group may collectively be referred to as **"Groups"**.

"Intellectual Property" means patents, registered trademarks, registered service marks, registered designs (including applications for any of the foregoing), logos, designs, copyright, design right, database right, confidential information, trade secrets, inventions, discoveries, improvements, processes, formulae (whether or not reduced to writing and whether or not capable of registration) and the legal protection thereof including the right to sue for damages and other remedies in respect of any infringement thereof.

"Mobilization" means the actual movement of Equipment and/or PROSPECTIUNI's Personnel in connection with the performance of the Services.

"Party" means either COMPANY or PROSPECTIUNI or COMPANY and PROSPECTIUNI may collectively be referred to as **"Parties"**.

"Permits" has the meaning given in Clause 21.2.

"PROSPECTIUNI Group" shall include PROSPECTIUNI, its parent, subsidiaries, and affiliates, and its and their joint owners, partners, joint venturers, contractors, and subcontractors, and entities with whom PROSPECTIUNI has entered a sharing agreement and the owners, shareholders, directors, officers, employees, agents, representatives, and invitees of all the foregoing (but excluding any member of the COMPANY Group).

"PROSPECTIUNI On-Site Representative" means the person designated as such by notice in writing from PROSPECTIUNI to the COMPANY from time to time pursuant to Clause 4.4.

"PROSPECTIUNI's Personnel" means all individuals, whether or not employees of PROSPECTIUNI, directly engaged in the provision of the Services under the direct supervision and control of PROSPECTIUNI, including but not limited to the personnel to be furnished by PROSPECTIUNI as specified in Appendix 2.

"PROSPECTIUNI Representative" means the person designated as such by notice in writing from PROSPECTIUNI to the COMPANY from time to time pursuant to Clause 4.1.

"Price" means the Base Price plus the Supplemental Price.

"Reimbursables" means items required for the performance of the Services incurred on behalf of the COMPANY from a third party as more fully described in Appendix 3, Section C. 4 which shall be charged back to the COMPANY at cost.

"Services" means the Base Services and the Additional Services.

"Standby" has the meaning given in Appendix 3.

"Standby Rate" has the meaning given in Appendix 3.

"Supplemental Price" means the amounts payable by the COMPANY, for the Additional Services in addition to the Base Price, as calculated in accordance with Appendix 3.

"Survey Area" means the area specified in Appendix 1-A.

"Term" means the period from the Commencement Date until the Expiration Date.

"Third Party Activists" means environmental lobbyists and third party direct action groups.

1.2 Amended Laws. Any reference in this Agreement to a statute or any provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at any time but not so as to extend or increase

any liability of either Party to the other beyond what it would have been prior to such amendment, re-enaction or extension.

- 1.3 Interpretation. In this Agreement, (i) the headings are for convenience only and shall not affect its interpretation; (ii) the expression "PROSPECTIUNI" shall include (where appropriate) its successors in title and permitted assigns and the expression "the COMPANY" shall include (where appropriate) its successors in title and permitted assigns; (iii) references to persons shall be deemed to include reference to natural persons, firms, partnerships, companies, corporations, limited liability companies, associations, organizations, foundations and trusts (in each case whether or not having separate legal personality); (iv) words denoting any gender shall include a reference to each other gender; (v) words denoting the singular shall include the plural and vice versa unless the context clearly requires otherwise; and (vi) the interpretation of general words shall not be restricted by virtue of being preceded or followed by words indicating a particular class of acts, matters, things or examples and the words "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
- 1.4 Appendices. The Appendices are integral parts of this Agreement and shall be construed accordingly.
- 1.5 Obligations of Indemnity. The obligations of indemnity accepted by either Party arising under this Agreement are conditional upon the indemnified Party:
- 1.5.1 notifying the indemnifying Party promptly in writing of any allegation or claim;
 - 1.5.2 not compromising, settling, negotiating or making any statement prejudicial to the defense or settlement of such claim;
 - 1.5.3 making no admission relating to the allegation or claim; and
 - 1.5.4 at the indemnifying Party's expense, allowing the indemnifying Party to conduct and settle all investigations, negotiations and proceedings and giving the indemnifying Party all reasonable assistance in respect thereof.

2. TERM AND START DATE

- 2.1 Term. This Agreement shall come into force or be deemed to have come into force on the Commencement Date and subject to the provisions for earlier termination set out in this Agreement shall continue in force until the completion of the Services.
- 2.2 The COMPANY appoints PROSPECTIUNI to provide the Services in respect to the Survey Area during the Term in return for the Price and PROSPECTIUNI hereby accepts such appointment.
- 2.3 Extension of Term. If PROSPECTIUNI has agreed to perform the Services within a specified period of time or by a specified date such period or date shall be extended by such time as PROSPECTIUNI shall reasonably require in order to

take account of any delays in the performance of the Services arising out of or in connection with:

- 2.3.1 any event of Force Majeure; or
- 2.3.2 any period of suspension pursuant to Clause 20; or
- 2.3.3 any period of time during which any Standby Rate is payable to PROSPECTIUNI in excess of any period of Standby for which PROSPECTIUNI has included an allowance when agreeing the time period for the performance of the Services.

2.4 Start Date. Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that PROSPECTIUNI will commence mobilization and tie to the existing geodetic network on receipt of written award from COMPANY.

3. **COMPANY REPRESENTATIVE**

3.1 Authority of COMPANY Representative. The COMPANY shall by written notice to PROSPECTIUNI designate an individual to act as the COMPANY Representative. The COMPANY Representative shall be authorized to commit the COMPANY to any course of action within the rights and obligations of the COMPANY under the provisions of this Agreement and shall notify PROSPECTIUNI of all information, instructions and decisions given or made by the COMPANY under the provisions of this Agreement. All information, instructions and decisions given or made by the COMPANY Representative shall be as if given or made by the COMPANY. Any replacement of the COMPANY Representative shall be by prior written notice to PROSPECTIUNI.

3.2 COMPANY Nominated Deputy. The COMPANY Representative may delegate any of his responsibilities to any nominated deputy. Such delegation shall be by prior written notice to PROSPECTIUNI. Information, instructions and decisions given or made by any nominated deputy shall be as if given or made by the COMPANY Representative.

3.3 Notifications to COMPANY. Notwithstanding Clause 27, the COMPANY Representative or his nominated deputy is authorized to receive on behalf of the COMPANY, notifications, information and decisions given or made by PROSPECTIUNI under the provisions of this Agreement and notification to the COMPANY Representative or his nominated deputy shall be deemed to be notification to the COMPANY.

3.4 COMPANY On-Site Representative. The COMPANY shall designate an individual to act as the COMPANY On-Site Representative who will monitor and observe the conduct of the Services. The COMPANY On-Site Representative shall be responsible for:

- 3.4.1 confirming whether technical parameters of the Services performed are accepted by the COMPANY as being in accordance with the technical parameters of this Agreement; and
- 3.4.2 confirming the factual records of PROSPECTIUNI's activities,

3.4.3 confirming that charges for services are accurate and accepted for payment by COMPANY

3.5 Reasonable Access. The COMPANY Representative and any person authorized by the COMPANY Representative shall have access at all reasonable times to any location where the Services are being performed. PROSPECTIUNI shall afford all reasonable facility for and assistance in obtaining such right of access.

4. PROSPECTIUNI REPRESENTATIVE

4.1 Authority of PROSPECTIUNI Representative. PROSPECTIUNI shall by written notice to the COMPANY designate an individual to act as the PROSPECTIUNI Representative. The PROSPECTIUNI Representative shall be authorized to commit PROSPECTIUNI to any course of action within the rights and obligations of PROSPECTIUNI under the provisions of this Agreement and shall notify the COMPANY of all information, instructions and decisions given or made by PROSPECTIUNI under the provisions of this Agreement. All information, instructions and decisions given or made by PROSPECTIUNI Representative shall be as if given or made by PROSPECTIUNI. Any replacement of the PROSPECTIUNI Representative shall be by prior written notice to the COMPANY.

4.2 PROSPECTIUNI Nominated Deputy. The PROSPECTIUNI Representative may delegate any of his responsibilities to any nominated deputy. Such delegation shall be by prior written notice to the COMPANY. Information, instructions and decisions given or made by any nominated deputy shall be as if given or made by the PROSPECTIUNI Representative.

4.3 Notifications to PROSPECTIUNI. Notwithstanding Clause 27, the PROSPECTIUNI Representative or his nominated deputy is authorized to receive, on behalf of PROSPECTIUNI, notifications information and decisions given or made by the COMPANY under the provisions of this Agreement and notification to the PROSPECTIUNI Representative or his nominated deputy shall be deemed to be notification to PROSPECTIUNI.

4.4 PROSPECTIUNI On-Site Representative. PROSPECTIUNI shall designate an individual to act as the PROSPECTIUNI On-Site Representative who will be the person in charge of the conduct of the Services at the Survey Area.

5. PROSPECTIUNI'S PERSONNEL

5.1 PROSPECTIUNI shall provide all crew and personnel (including seismic personnel) necessary to perform the Services and shall provide the COMPANY with a complete list of all crew and personnel prior to commencement of the Services. PROSPECTIUNI reserves the right to replace personnel and shall inform the COMPANY of any changes in writing as soon as reasonably practicable. COMPANY shall have the right to object to change in personnel but not without good reason.

5.2 All Services performed by PROSPECTIUNI shall be done with due diligence, in accordance with safe practices and with accepted industry standards, with skilled, competent and experienced workmen and supervisors. PROSPECTIUNI shall not employ for any Services any employee who is a minor or illegal worker.

- 5.3 PROSPECTIUNI will be solely responsible for obeying all Portuguese labor laws, including workman's compensation.
- 5.4 All materials, equipment supplies and machinery furnished by PROSPECTIUNI in connection with the completion of the Services shall meet manufacturer's specifications and at all times shall be subject to the COMPANY's examination, tests and inspection. Any materials, equipment, supplies, machinery or work found not to meet manufacturer's specifications or the specifications contained in this Agreement shall be promptly removed, replaced or corrected by PROSPECTIUNI without additional cost to the COMPANY.

6. PROSPECTIUNI'S OBLIGATIONS

- 6.1 PROSPECTIUNI shall notify the COMPANY as soon as reasonably practicable:
 - 6.1.1 whenever accidents or safety related incidents occur in respect of the performance of the Services;
 - 6.1.2 of any impending or actual stoppages of work, industrial disputes or other matters affecting or likely to affect the performance of the Services; and
 - 6.1.3 of any disputes regarding land access or damages which may impact the timely performance of the services.
- 6.2 Progress of Services. PROSPECTIUNI shall so far as reasonably possible keep the COMPANY fully informed of the progress of the carrying out of the Services, as required in Appendix 1.C.
- 6.3 Field Tapes. PROSPECTIUNI shall be responsible for any damage to or loss of field tapes and/or any data contained thereon while these are in the possession of PROSPECTIUNI provided that PROSPECTIUNI's sole liability for such damage or loss shall be:
 - 6.3.1 Where data is lost through theft or damage of remote field units before data download from the remote field unit, the Prospectiuni and COMPANY shall review the fold, offset and other data attributes to verify if the remaining data is within the technical parameters. If the remote field unit data was lost through negligence or absence of reasonable action to protect the units, Prospectiuni shall re-perform or have re-performed at its own expense that portion of the Services sufficient to re-acquire the data which has been damaged or lost as soon as reasonably practicable on a schedule to be agreed upon between PROSPECTIUNI and COMPANY;
 - 6.3.2 where the damaged or lost data is recoverable from any back-up copies held by PROSPECTIUNI or the COMPANY, to replace such damaged or lost data at PROSPECTIUNI's sole cost and expense; and
 - 6.3.3 in any other circumstances, to refund to the COMPANY all sums paid for recording such damaged or lost data or, at PROSPECTIUNI's option, to re-perform or have re-performed at its own expense that portion of the Services sufficient to re-acquire the data which has been damaged or lost as soon as reasonably practicable on a schedule to be agreed upon between PROSPECTIUNI and COMPANY;

and PROSPECTIUNI shall have no other liability to the COMPANY whatsoever or howsoever arising in respect of any such loss or damage.

- 6.4 Management Services. Save as specifically provided in Clauses 7.1.2, 21.2 and in Appendix 3 PROSPECTIUNI shall provide all management services, supervision, labor, materials, seismic equipment, consumables and all other things so far as the necessity for the same is specified in or reasonably to be inferred from this Agreement. PROSPECTIUNI shall be responsible for the acquisition program of individual surveys and shall co-ordinate with the COMPANY in optimizing the order of acquisition of surveys where the Scope of Work relates to more than one Survey Area.
- 6.5 In the performance of Services under this Agreement, the health and safety of the PROSPECTIUNI's Personnel shall be paramount to every other consideration. PROSPECTIUNI shall take whatever steps it deems necessary or appropriate to safeguard the health and safety of the PROSPECTIUNI's Personnel and may, in its sole judgment determined in good faith, limit, suspend, or revise any or all its activities at any given time to ensure the health and safety of PROSPECTIUNI's Personnel. If PROSPECTIUNI in its sole discretion made in good faith determines that it cannot continue all or any part of the Services without jeopardizing the health and safety of PROSPECTIUNI's Personnel, PROSPECTIUNI may terminate the Agreement and must immediately notify COMPANY. Such termination shall be treated as a termination pursuant to Clause 10 (Force Majeure).

7. COMPANY'S OBLIGATIONS

- 7.1 COMPANY Obligations. In consideration of the Services to be provided by PROSPECTIUNI under this Agreement the COMPANY agrees:
- 7.1.1 to pay the Price in the Currency promptly in accordance with Clause 11 without demand, deduction or set-off;
- 7.1.2 to inform PROSPECTIUNI as soon as reasonably practicable of all and any information of which it may be aware or which may be in its possession from time to time relating to the Survey Area, climatic conditions or any other matters which may reasonably be expected to affect the performance of the Services;
- 7.1.3 that it shall not request PROSPECTIUNI to perform or do any act that is contrary to any applicable laws or regulations or which jeopardizes the safety of PROSPECTIUNI's Personnel;
- 7.1.4 pay for the Services and to fund the Escrow Account in accordance with Clause 11 or provide such other form of guarantee acceptable to the PROSPECTIUNI for the Base Price.
- 7.2 COMPANY's Other Contractors. The COMPANY shall use all reasonable efforts to ensure that all members of COMPANY Group associated with the Services (other than a member of the PROSPECTIUNI Group) shall at all times comply fully with all and any rules and procedures of PROSPECTIUNI while such persons are present on property of PROSPECTIUNI and the COMPANY shall be responsible for the acts and omissions of any such contractors, employees,

agents or servants of the COMPANY and such other contractors associated with the Services as fully as if they were the acts or omissions of the COMPANY.

- 7.3 The COMPANY reserves the right to undertake other work or enter into other contracts associated with the Services. PROSPECTIUNI shall co-operate with any reasonable request of the COMPANY or its contractors to enable them to perform such work or contracts provided that the same does not adversely affect the performance of the Services (but without being required to disclose any information of a confidential nature belonging to PROSPECTIUNI) and provided always that the COMPANY complies with the provisions of Clause 7.2.
- 7.4 PROSPECTIUNI shall be entitled to reimbursement from the COMPANY of any out of pocket costs and expenses incurred and paid by PROSPECTIUNI as a direct result of the performance of the Services being affected or interrupted as a consequence of compliance by PROSPECTIUNI with its obligations under Clause 7.3.

8. CONFIDENTIAL INFORMATION

- 8.1 COMPANY's Confidential Information. PROSPECTIUNI shall maintain confidential and shall at no time without the prior written agreement of the COMPANY use, reproduce, copy, disclose to, place at the disposal of or use on behalf of any third party or enable any third party to use, read, study or copy any documents, drawings, data, computer software or other information which are created exclusively in connection with or as a result of carrying out the Services or belonging to or relating in any way to the business and affairs of the COMPANY (other than any documents, drawings, data, computer software or other information relating to PROSPECTIUNI's methods and techniques of data acquisition or processing or otherwise relating to the method of performance of the Services) which may be disclosed to or learned by PROSPECTIUNI in connection with this Agreement. PROSPECTIUNI shall procure that all members of the PROSPECTIUNI Group shall observe the same obligations in respect of any documents, drawings, data, computer software or other information referred to above which is disclosed to or learned by them in connection with or as a result of their activities in connection with this Agreement.
- 8.2 PROSPECTIUNI's Confidential Information. The COMPANY shall maintain confidential and shall at no time without the prior written agreement of PROSPECTIUNI use, reproduce, copy, disclose to, place at the disposal of or use on behalf of any third party or enable any third party to use, read, study or copy any documents, drawings, data, computer software or other information belonging to or relating in any way to the business and affairs of PROSPECTIUNI (including any specifications, techniques, know-how, procedures or equipment used or provided by PROSPECTIUNI in performing the Services) which is disclosed to or learned by the COMPANY in connection with this Agreement. The COMPANY shall procure that all members of the COMPANY Group shall observe the same obligations in respect of any documents, drawings, data, computer software or other information referred to above which may be disclosed to or learned by them in connection with or as a result of their activities in connection with this Agreement.

- 8.3 Term of confidentiality. The duty of confidentiality placed upon both COMPANY and PROSPECTIUNI will remain in effect for three (3) years after the end of this contract.
- 8.4 Exceptions to Confidential Information. The provisions of Clauses 8.1 and 8.2 shall not apply if and insofar as any of the documents, drawings, data, computer software and other information referred to in such Clauses:
- 8.4.1 are or become part of public knowledge or literature at or after the date of their receipt by the relevant Party as from the relevant date without violation of this Agreement by the relevant Party;
 - 8.4.2 are already in the possession of or known to the relevant Party at the date of their receipt by such Party;
 - 8.4.3 are, subsequent to the date of their receipt by the relevant Party disclosed to the relevant Party by a third party whose possession was lawful and who was under no obligation not to disclose, as from the date of such disclosure by a third party; and
 - 8.4.4 if and insofar as the relevant Party is required to disclose the same by law or to any regulatory or governmental authority, and the relevant Party has given prior written notice to the other Party.

9. OWNERSHIP, PATENTS AND OTHER PROPRIETARY RIGHTS

- 9.1 COMPANY's Property. Except as expressly stated below in this Clause 9 and except in respect of any methods or techniques of seismic data acquisition and/or processing or otherwise relating to the method of performance of the Services, title to, copyright in, the right to possession of and free right of use of all things created under or arising out of the performance of this Agreement exclusively for the purposes of the performance of the Services, including but not limited to all data (including that stored on computers), drawings, specifications, calculations, other documents, computer tapes, discs and other essential recording matter, materials and work shall vest in the COMPANY upon delivery so long as the Services have been paid by the COMPANY.
- 9.2 Identification of IP by COMPANY. The COMPANY shall identify in writing all Intellectual Property which it is providing for the purposes of this Agreement at the time that such Intellectual Property is so provided. Neither the COMPANY nor PROSPECTIUNI shall have the use for any purpose other than this Agreement, whether directly or indirectly, of any Intellectual Property provided by the other Party.
- 9.3 PROSPECTIUNI's Inventions. All inventions, improvements and discoveries made by PROSPECTIUNI or its officers, directors, employees or representatives in connection with the Services under this Agreement, including inventions, improvements and discoveries based upon any technical data, equipment, processes or information disclosed to PROSPECTIUNI by the COMPANY are agreed to be the property of PROSPECTIUNI and all patent and other Intellectual Property rights in such inventions, improvements and disclosures shall belong to PROSPECTIUNI. PROSPECTIUNI shall be free to use and disclose to others such inventions, improvements and discoveries subject always to compliance by

PROSPECTIUNI with any obligations of confidence owed by PROSPECTIUNI to the COMPANY pursuant to Clause 8.

- 9.4 PROSPECTIUNI Indemnification. PROSPECTIUNI shall indemnify the COMPANY Group in respect of any claims by any third party relating to any allegation of infringement of any Intellectual Property arising out of or in connection with the performance of the obligations of PROSPECTIUNI under this Agreement or the use by PROSPECTIUNI of any equipment, specifications, data, documents, information or Intellectual Property supplied by PROSPECTIUNI, provided that this indemnity shall not apply in respect of any claim or infringement which arises directly or indirectly as a result of PROSPECTIUNI performing obligations using any equipment, specifications, data, documentation, information or Intellectual Property supplied by the COMPANY.
- 9.5 COMPANY Indemnification. The COMPANY shall indemnify the PROSPECTIUNI Group in respect of any claims by any third party relating to any allegation of infringement of any Intellectual Property arising out of or in connection with the performance of the obligations of the COMPANY under this Agreement or the use by PROSPECTIUNI of any equipment, specifications, data, documentation, information or Intellectual Property supplied by the COMPANY.
- 9.6 The provisions of Clause 9.1 shall not apply in respect of any documents, item, information or thing required to be created pursuant to applicable law or regulation relating to the use of the Equipment, in which case such documents, items, or information may become the property of the government of the Country.

10. FORCE MAJEURE

- 10.1 Excuse due to Force Majeure. Neither Party shall be responsible for any failure to fulfill any term or condition of this Agreement if and to the extent that fulfillment has been prevented or delayed by a Force Majeure occurrence the notice of which has been made in accordance with this Clause. The determination or declaration of a Force Majeure event by a Party shall be made in good faith.
- 10.2 Notification of Force Majeure. In the event of a Force Majeure occurrence, the Party prevented or delayed in performing this Agreement shall notify the other Party in writing as soon as reasonably practicable giving full particulars thereof.
- 10.3 Payment to PROSPECTIUNI during Force Majeure. The Parties shall as soon as reasonably practicable following the giving of a notice of a Force Majeure occurrence meet together in good faith to discuss the effects of the delay. During any period of downtime arising out of or in connection with a Force Majeure occurrence PROSPECTIUNI shall be paid the Standby Rate.
- 10.4 Termination due to Force Majeure. If an event of Force Majeure for which proper notice has been given (including for the avoidance of doubt the actions of any Third Party Activists) prevents or delays the performance of the Services for a continuous period of fifteen (15) days either Party shall be entitled at any time thereafter, but while such event of Force Majeure is continuing, to terminate this Agreement by written notice to the other without liability to the other, save for payment of any short fall or demobilization fee referred to in Appendix 3 and

payment for that part of the Services performed up to and including the date of actual termination.

11. PRICE AND PAYMENT

11.1 Payment. The Parties have agreed that the Base Price shall be deposited monthly into the Escrow Account and paid out of the Escrow Account to PROSPECTIUNI pursuant to the terms of this Clause 11. The COMPANY shall pay into the Escrow Account the monthly Base Price on or before the date specified in accordance with Clause 11.1.2.

11.1.1 The Parties have agreed upon the scope of Base Services to be provided and the remuneration for those Base Services, all of which is provided in Appendix 3. Should the COMPANY request that PROSPECTIUNI perform Additional Services, and if PROSPECTIUNI agrees to provide such Additional Services, PROSPECTIUNI shall be entitled to the Supplemental Price attributable to such Additional Services as provided in Appendix 3.

11.1.2 The Estimated Start Date for the commencement of the Mobilization is specified in Appendix 3. PROSPECTIUNI shall notify COMPANY before commencing mobilization. On the date of signing this agreement, COMPANY shall pay PROSPECTIUNI the Mobilization fee. In the first month of recording production, COMPANY shall deposit into the Escrow Account the amount equal to the estimated monthly base price for the first month on the fifth day of that month.

11.1.3 On the fifth day of each subsequent month, the COMPANY shall deposit into the Escrow Account the amount equal to the estimated monthly Base Price (the "Escrow Funds").

11.1.4 Upon completion of each month, PROSPECTIUNI and the COMPANY will notify the escrow agent to pay to PROSPECTIUNI out of the Escrow Account an amount equal to 90% of the actual monthly price as detailed in the approved monthly invoice.

11.1.5 Upon receipt by the COMPANY of the Deliverables, PROSPECTIUNI and the COMPANY will notify the escrow agent to pay to PROSPECTIUNI out of the Escrow Account the retained performance guarantee, an amount equal to 10% of each monthly revenue. At the same time, all interest, if any, that has accrued on the funds retained to guarantee performance into the Escrow Account will be paid to the Prospectiuni. Furthermore, to the extent that the Parties have determined that such payment out of the Escrow Account will exceed the amounts then due to PROSPECTIUNI, then the payment to PROSPECTIUNI out of the Escrow Account should be reduced accordingly and the balance will be paid to the COMPANY.

11.1.6 PROSPECTIUNI shall issue invoices on the last day of each month for Services and Reimbursables, beginning October 31, 2010. Each invoice shall specify the Services performed during the preceding month, a reconciliation of the Reimbursables actually used during such month to the estimate thereof previously given for such month, and an estimate of

Reimbursables that will be needed during the next month and be in sufficient detail and be accompanied by such supporting documentation as will enable the COMPANY to fully understand and evaluate the invoices. To the extent that an invoice includes Additional Services, the COMPANY shall pay the portion of the invoice attributable to such Additional Services within thirty (30) days of the date of the invoice, subject always to the provisions of Clause 11.2. To the extent that an invoice includes estimated Reimbursables, the COMPANY shall pay the portion of the invoice attributable to such estimated Reimbursables within fifteen (15) days of the date of the invoice, subject always to the provisions of Clause 11.2.

11.1.7 Furthermore, within thirty (30) days after the payment described in Clause 11.1.5 and 11.1.6, PROSPECTIUNI shall prepare and issue a final invoice. If such invoice shows that the amount paid to PROSPECTIUNI exceeds the actual agreed payment for Services and Reimbursables as specified in this Agreement, then such invoice shall be accompanied by a check to the COMPANY for the excess amount. If such invoice shows that an additional payment is due to PROSPECTIUNI, then within thirty (30) days after the COMPANY's receipt of such invoice, the COMPANY shall pay the amount due, subject always to the provisions of Clause 11.2.

11.2 Disputed Items. The COMPANY agrees that should any portion of an invoice be disputed, the COMPANY shall be obligated for the payment of the undisputed portion of such invoice, which payment shall be made through the payment schedule specified in Clause 11.1. Within thirty (30) days of receipt of an invoice, the COMPANY shall notify PROSPECTIUNI of the reasons for disputing all or any portion of that invoice and PROSPECTIUNI shall promptly produce such evidence as it may have in support of the disputed amount. Having due regard to all the facts, the Parties shall seek to reach agreement as to how much, if any, of such disputed amount should be payable. If there is any good faith dispute in relation to any invoice the Parties agree to comply with the dispute resolution procedures set out in Clause 22. On resolution of any dispute the COMPANY shall make the appropriate payment to PROSPECTIUNI within ten (10) days of such resolution.

11.3 Interest. Subject as referred to below, if any amount due for payment by the COMPANY is not paid in accordance with Clauses 11.1 or 11.2, PROSPECTIUNI shall be entitled to interest on the full amount unpaid from the date that payment was due until the date payment is received in cleared funds at the rate of interest set out in Clause 11.4. Upon resolution of any dispute relating to any invoice PROSPECTIUNI shall be entitled to interest on any payment which is found or agreed to be due to PROSPECTIUNI at the rate referred to in Clause 11.4 from the due date for payment of the original invoice in respect of which such dispute arose until the date payment is received in full in cleared funds. Interest under this Clause shall be payable both after as well as before judgment.

11.4 Interest Rate. The rate of interest applicable under Clause 11.3 shall be 0.7% per month or the highest rate legally permissible, whichever is less. Such interest shall accrue from month to month.

- 11.5 Changes in Laws. If after the Commencement Date there is any change in the applicable laws, rules or regulations or in any interpretation of the same or any change in any rates of taxation (other than income or similar type taxes) or in any interpretation of the same which results in any increase in cost to PROSPECTIUNI of performing the Services the COMPANY shall pay PROSPECTIUNI all additional costs, expenses or liabilities incurred by PROSPECTIUNI resulting there from and will indemnify PROSPECTIUNI in respect of any such increase in taxes due.
- 11.6 If the COMPANY fails to fund the escrow account or to pay for the Services and Reimbursables in accordance with this Agreement, PROSPECTIUNI shall have the option, exercisable at any time, to (i) cease operations, (ii) retain possession of the Data acquired under the terms of this Agreement and (iii) regardless of any other provision of this Agreement to the contrary, withhold delivery of said Data and/or other information to COMPANY until such time as all fees and other charges owed by COMPANY to PROSPECTIUNI for the Services and Reimbursables under the terms hereof (other than those which are subject to a bona fide question or dispute) are paid in full.
- 11.7 Security Interest. In the event PROSPECTIUNI delivers said Data (or any other portion of the Work) to COMPANY prior to being paid in full for all monies due and owing by COMPANY to PROSPECTIUNI under the terms hereof, PROSPECTIUNI does hereby reserve, and COMPANY does hereby grant to PROSPECTIUNI, a purchase money security interest or lien in the Data, until such time as PROSPECTIUNI is paid, in full, all sums due and owing to it hereunder. COMPANY shall, upon request of PROSPECTIUNI, execute any other additional security agreements, financing statements and other documents reasonably necessary to protect the interests of PROSPECTIUNI and to perfect PROSPECTIUNI's security interest in such Data. Upon being paid, in full, all sums owing PROSPECTIUNI under the terms hereof, PROSPECTIUNI shall immediately release any such security interest it may have in such data. PROSPECTIUNI shall have the right to reasonable attorneys' fees in the event that a collection action is necessary in order for PROSPECTIUNI to collect all sums owing PROSPECTIUNI under the terms hereof.

12. AUDIT RIGHTS OF THE COMPANY

- 12.1 Audits and Books. PROSPECTIUNI shall maintain true and correct records concerning invoices rendered or charges made by PROSPECTIUNI concerning the Services and the Reimbursables in such manner and detail as to permit reasonable verification of all such charges made to COMPANY. COMPANY shall have the right, at its sole cost, to audit such records at any reasonable time upon written request to PROSPECTIUNI for a period of two (2) years from the date such costs were incurred. Notwithstanding anything to the contrary contained in this Agreement, portions of the Price stated in terms of fixed percentages or fixed lump sums shall not be subject to audit under this Clause. Any audit so conducted by COMPANY hereunder shall be related only to Services performed hereunder for COMPANY and the Reimbursables and COMPANY payments and reimbursements related thereto and shall not encompass PROSPECTIUNI's operations on behalf of any other client. PROSPECTIUNI shall provide reasonable assistance and shall cooperate with COMPANY in order to facilitate the timely performance of any audits provided for above. No such audit shall pertain to any Intellectual Property or trade secrets of

PROSPECTIUNI or records or periods of time which have previously been audited by COMPANY. Nothing in this Agreement shall require PROSPECTIUNI to waive any legally recognized privilege and PROSPECTIUNI may redact privileged information from any reports provided to COMPANY under this Agreement (provided it identifies a reasonable description of the redacted information and the privilege being asserted with respect to such information).

- 12.2 Results of Audit. Upon completion of any audit, COMPANY shall provide PROSPECTIUNI with the results of such audit and shall pay PROSPECTIUNI any compensation due hereunder as shown by the audit. Any amount by which the total payments made by COMPANY to PROSPECTIUNI exceeds the amount due PROSPECTIUNI as shown by the audit shall be promptly refunded by PROSPECTIUNI to COMPANY.

13. INDEMNITIES

- 13.1 Application of Indemnities.

TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT, ANY INDEMNITY OR RELEASE GRANTED TO A PARTY IS GIVEN “**REGARDLESS OF CAUSE**” INCLUDING WHO MAY BE AT FAULT OR OTHERWISE RESPONSIBLE UNDER ANY CONTRACT, STATUTE, RULE, OR THEORY OF LAW, AND INCLUDING WITHOUT LIMITATION, THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, WHETHER ACTIVE OR PASSIVE, STRICT LIABILITY (INCLUDING UNSEAWORTHINESS), LATENT, PATENT, OR PRE-EXISTING DEFECTS OR CONDITIONS, AND EVEN THOUGH THE INDEMNITOR MAY BE PROTECTED FROM DIRECT SUIT BY STATE WORKERS' COMPENSATION LAWS OR THE LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT OF THE UNITED STATES OR ANY OTHER WORKERS' COMPENSATION LAWS, AND INCLUDING ANY CLAIMS ARISING OUT OF INGRESS, EGRESS, LOADING AND UNLOADING OF PERSONNEL OR CARGO.

- 13.2 PROSPECTIUNI and COMPANY Group Personnel.

13.2.1 PROSPECTIUNI's Liability. REGARDLESS OF CAUSE AS SPECIFIED IN CLAUSE 13.1, PROSPECTIUNI SHALL BE LIABLE FOR, AND HEREBY RELEASES COMPANY GROUP FROM ALL LIABILITY FOR, AND SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF ANY PHYSICAL ILLNESS, INJURY, OR DEATH OF ANY MEMBER OF PROSPECTIUNI GROUP.

13.2.2 COMPANY's Liability. REGARDLESS OF CAUSE AS SPECIFIED IN CLAUSE 13.1, COMPANY SHALL BE LIABLE FOR, AND HEREBY RELEASES PROSPECTIUNI GROUP FROM ALL LIABILITY FOR, AND SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD PROSPECTIUNI GROUP HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF ANY PHYSICAL ILLNESS, INJURY, OR DEATH OF ANY MEMBER OF COMPANY GROUP.

13.3 PROSPECTIUNI and COMPANY Group Property.

13.3.1 PROSPECTIUNI's Liability. REGARDLESS OF CAUSE AS SPECIFIED IN CLAUSE 13.1, PROSPECTIUNI SHALL BE LIABLE FOR, AND HEREBY RELEASES COMPANY GROUP FROM ALL LIABILITY FOR, AND SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF ANY LOSS, HARM, INFRINGEMENT, DESTRUCTION, OR DAMAGE OF PROSPECTIUNI GROUP'S PROPERTY, EQUIPMENT, OR INSTRUMENTS UNLESS CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY GROUP.

13.3.2 COMPANY's Liability. REGARDLESS OF CAUSE AS SPECIFIED IN CLAUSE 13.1, COMPANY SHALL BE LIABLE FOR, AND HEREBY RELEASES PROSPECTIUNI GROUP FROM ALL LIABILITY FOR, AND SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD PROSPECTIUNI GROUP HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF ANY LOSS, HARM, INFRINGEMENT, DESTRUCTION, OR DAMAGE OF COMPANY'S GROUP'S PROPERTY, EQUIPMENT, OR INSTRUMENTS UNLESS CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PROSPECTIUNI GROUP.

13.4 Third Party Personnel/Property.

13.4.1 PROSPECTIUNI's Liability. PROSPECTIUNI shall protect, indemnify, defend and save COMPANY Group harmless from and against all Claims arising from, connected with or under this Agreement and arising in favor of or asserted by third parties on account of personal injury, death or damage to property of such third parties to the extent that any such injury, death or damage is caused by the negligence, gross negligence or willful misconduct of PROSPECTIUNI Group.

13.4.2 COMPANY's Liability. COMPANY shall protect, indemnify, defend and save PROSPECTIUNI Group harmless from and against all Claims arising from, connected with or under this Agreement and arising in favor of or asserted by third parties on account of personal injury, death or damage to property of such third parties to the extent that any such injury, death or damage is caused by the negligence, gross negligence or willful misconduct of COMPANY Group.

13.5 The Environment.

13.5.1 PROSPECTIUNI's Liability. Regardless of cause AS SPECIFIED IN CLAUSE 13.1, PROSPECTIUNI shall be liable for, and hereby releases COMPANY Group from all liability for and shall protect, defend, indemnify and hold COMPANY Group harmless from and against, any and all claims for damage to the environment of whatsoever nature related to or arising from surface pollution or contamination (including control and removal thereof) emanating from PROSPECTIUNI Group's VEHICLES OR EQUIPMENT, or due to actions of PROSPECTIUNI personnel.

- 13.5.2 COMPANY's Liability. Regardless of cause AS SPECIFIED IN CLAUSE 13.1, COMPANY shall be liable for, and hereby releases PROSPECTIUNI Group from all liability for and shall protect, defend, indemnify and hold PROSPECTIUNI Group harmless from and against, any and all claims for damage to the environment of whatsoever nature related to or arising from pollution or contamination emanating from any other source, including control and removal thereof, caused by any event arising during the performance of the Services.
- 13.6 Routine Land Damages. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT AND REGARDLESS OF CAUSE AS SPECIFIED IN CLAUSE 13.1, COMPANY SHALL BE LIABLE FOR, AND HEREBY RELEASES PROSPECTIUNI GROUP FROM ALL LIABILITY FOR, AND SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD PROSPECTIUNI GROUP HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF ANY CLAIMED DAMAGES TO THE LAND ON WHICH PROSPECTIUNI GROUP HAS PERFORMED SERVICES, AS WELL AS THE CROPS, TREES, GRASS AND OTHER FLORA AND FAUNA THEREON, WATER AND IRRIGATION WELLS, HOUSES AND OTHER STRUCTURES THEREON (Collectively, "LAND DAMAGES") EXCLUDING ONLY SUCH CLAIMED LAND DAMAGES TO THE EXTENT RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PROSPECTIUNI GROUP IN THE PERFORMANCE OF THE SERVICES SUBJECT TO THIS AGREEMENT.
- 13.7 Permit Liability. ("Collectively, Trespass Claims"). However, the foregoing indemnification by COMPANY in Clause 13.6 shall not apply and COMPANY shall not be responsible for any Trespass Claims in any case to the extent (a) PROSPECTIUNI is responsible for obtaining Permits and no Permits or defective or insufficient Permits have been obtained by PROSPECTIUNI or (b) in any case where such Trespass Claims arise from failure of PROSPECTIUNI to comply with any conditions contained in Permits obtained by it or by COMPANY (and if obtained by COMPANY, only in those cases where such Permits are provided by COMPANY to PROSPECTIUNI on a timely basis) or (c) to the extent of gross negligence or willful misconduct of PROSPECTIUNI Group. For the purposes of this Clause 13.7, in no event shall PROSPECTIUNI Group be deemed to be grossly negligent if energy sources have been placed at distances equal to or further than the distances from water wells, buildings or other structures or objects as set forth in the guidelines and parameters established and/or approved by COMPANY or COMPANY's Representative.
- 13.8 Mitigation of Losses. Nothing contained in Clauses 13, 14 and 15 shall relieve or be deemed to relieve either Party from its general obligation at law to mitigate a loss which it may incur as a result of the matter giving rise to a claim.
- 13.9 Property References. For the purposes of this Clause 13 any reference to the property of the COMPANY Group includes any property which is owned, hired, leased or otherwise provided by or in the possession or control of any member of the COMPANY Group.
- 13.10 Third Party. For the purposes of Clauses 13.4.1, 13.4.2 and 14 references to "third party" shall mean any person not being a member of the PROSPECTIUNI Group or the COMPANY Group.

14. CONSEQUENTIAL LOSS

The COMPANY shall save, indemnify, defend and hold harmless the PROSPECTIUNI Group from any Consequential Loss of the COMPANY or any member of the COMPANY Group and PROSPECTIUNI shall save, indemnify, defend and hold harmless the COMPANY from any Consequential Loss of PROSPECTIUNI or any member of the PROSPECTIUNI Group provided always that this Clause is not intended to and shall not operate to deprive PROSPECTIUNI of the payments it is entitled to receive pursuant to the provisions of this Agreement from the Commencement Date until its contractual Expiration Date but for any breach or repudiation of this Agreement by the COMPANY, including but not limited to the termination fees provided in this Agreement. Neither party shall be responsible for or liable to the other for any consequential losses suffered by the other.

15. INSURANCE

15.1 PROSPECTIUNI agrees to obtain insurance or qualified self-insurance with minimum coverage and dollar limits not less than those specified in this Clause 15. PROSPECTIUNI shall, at their sole cost, maintain, so long as this Agreement remains in force, with one or more reputable insurance companies, the following insurance:

15.1.1 Employers Liability/Workmen's Compensation Insurance to comply fully with all applicable laws;

15.1.2 Comprehensive General Third Party Liability Insurance with an indemnity of 2,000,000 Euros for any one incident or series of incidents arising from each and every event, covering all operations arising hereunder;

15.1.3 Owned and Non-Owned Automobile Liability Insurance for bodily injury and property damage combined for US\$2,000,000 or with limits as required by applicable law, whichever is greater;

15.1.4 Protection and Indemnity Insurance; and

15.1.5 Other insurances as may be required by the applicable laws of the jurisdictions in which the obligations of this Agreement are performed.

15.2 COMPANY agrees to obtain insurance or qualified self-insurance with minimum coverage. COMPANY shall, at its sole cost, maintain, so long as this Agreement remains in force, with one or more reputable insurance companies, the following insurance:

15.2.1 Comprehensive General Third Party Liability Insurance for any one incident or series of incidents arising from each and every event, covering all operations arising hereunder;

15.2.2 Owned and Non-Owned Automobile Liability Insurance for bodily injury and property damage combined with limits as required by applicable law, as it pertains to vehicles owned or leased by COMPANY Group and COMPANY Representative.

- 15.3 Certificates. Before PROSPECTIUNI commences any Services hereunder, the Parties shall furnish certificates showing the above insurance coverage to be in force and permitting cancellations or major modifications of the policies only after thirty (30) days' notice to COMPANY and PROSPECTIUNI, respectively.
- 15.4 Miscellaneous. Each Party agrees that its insurance policies related to Services, including but not limited to those required by this Agreement, shall, to the extent of the liabilities assumed by such Party, (i) name the other Party and its Group, as additional insured (except for workers compensation coverage), (ii) waive subrogation against the other Party and its Group and their insurers, and (iii) be primary as respects any other insurance coverage in favor of the other Party and its Group. Any and all deductibles or retentions applicable to the Parties' insurance coverage shall be assumed by said Party at its sole expense. Unless prohibited or limited by applicable law, insurance provided by the Parties in support of their respective indemnity obligations set forth in this Clause shall in no way serve to limit each such Party's indemnity obligations.

16. TERMINATION WITH CAUSE

- 16.1 Termination with Cause due to PROSPECTIUNI. The COMPANY shall be entitled to terminate this Agreement immediately by notice in writing to PROSPECTIUNI if:
- 16.1.1 PROSPECTIUNI commits any breach of its obligations under this Agreement which materially affects the performance of the Services and in respect of which breach, if the same is capable of remedy, PROSPECTIUNI does not, within twenty-four (24) hours of receipt of a written notice from the COMPANY identifying the breach in question and requesting its remedy, commence taking action to remedy the same and/or does not remedy the same within thirty (30) days of receipt of such notice; or
- 16.1.2 PROSPECTIUNI becomes insolvent or goes into liquidation, either compulsory or voluntary (save for the purposes of a bona fide solvent reconstruction or amalgamation), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any substantial part of its assets or if PROSPECTIUNI make an assignment for the benefit of, or composition with, its creditors generally or if any similar occurrence under any jurisdiction affects PROSPECTIUNI.
- 16.2 Remedies for Termination with Cause Due to PROSPECTIUNI. If the COMPANY validly terminates this Agreement pursuant to Clause 16.1:
- 16.2.1 PROSPECTIUNI shall be entitled to immediate payment for that part of the Services performed in all material respects in accordance with this Agreement up to and including the date of termination; and
- 16.2.2 the COMPANY shall be entitled to recover from PROSPECTIUNI, and PROSPECTIUNI's total liability to the COMPANY whether under contract, tort, breach of statutory duty or otherwise shall be limited to, the amount by which the reasonable costs incurred by the COMPANY in having the Services completed by a third party exceed the costs

that would have been incurred by the COMPANY had the Services been completed by PROSPECTIUNI provided always that the maximum liability of PROSPECTIUNI shall not exceed fifteen percent (15%) of the Price which would have been payable to PROSPECTIUNI had it performed the Services which remain to be performed at the date of termination and which are actually carried out by any such third party.

16.3 No Possession of PROSPECTIUNI's Property. For the avoidance of doubt, following any termination of this Agreement the COMPANY shall not be entitled to take possession of the Equipment, or PROSPECTIUNI's Personnel to enable it to complete the Services or for any other purpose.

16.4 Late Start. Notwithstanding any other provision of this Agreement, the COMPANY shall not be entitled to terminate this Agreement by reason of any failure on the part of PROSPECTIUNI to commence Mobilization on or before thirty (30) days from the Estimated Start Date if PROSPECTIUNI's failure to do so is due in whole or in part to any reason beyond the reasonable control of PROSPECTIUNI including:

16.4.1 any delay in completing any work carried out by PROSPECTIUNI for any third party resulting from any event or occurrence beyond the reasonable control of PROSPECTIUNI including bad or inclement weather or third party interference; or

16.4.2 Late delivery of Sercel Unite equipment.

16.5 If PROSPECTIUNI fails to commence Mobilization on or before thirty (30) days from the Estimated Start Date and such failure is not excused by the foregoing provisions, then the COMPANY shall be entitled to terminate this Agreement, in which event the provisions of Clause 16.2 shall apply and in addition the COMPANY shall be entitled to unilaterally withdraw all funds from the Escrow Account. COMPANY will also recover from PROSPECTIUNI the mobilization fee paid upon signing this contract.

16.6 Termination with Cause due to COMPANY. PROSPECTIUNI shall be entitled to terminate this Agreement immediately by notice in writing to the COMPANY:

16.6.1 if the COMPANY commits any material breach of its obligations under this Agreement in respect of which breach, if the same is capable of remedy the COMPANY does not, within twenty-four (24) hours of receipt of a written notice from PROSPECTIUNI identifying the breach in question and requesting its remedy, commence taking action to remedy the same and/or does not remedy the same within thirty (30) days of receipt of such notice; or

16.6.2 if the COMPANY fails to fund the Escrow Account as provided in Clause 11.1.3

16.6.3 if the COMPANY becomes insolvent or goes into liquidation, either compulsory or voluntary (save for the purposes of a bona fide

solvent reconstruction or amalgamation), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any substantial part of its assets or if the COMPANY makes an assignment for the benefit of, or composition with, its creditors generally or if any similar occurrence under any jurisdiction affects the COMPANY; or

16.6.4 in accordance with Clause 20.6 (Suspension).

16.7 Remedies for Termination with Cause due to COMPANY. If PROSPECTIUNI validly terminates this Agreement pursuant to Clause 16.5, PROSPECTIUNI shall be entitled those remedies set forth in Clause 17.3 below.

16.8 Either Party shall be entitled to terminate this Agreement in accordance with the provisions of Clause 10.4 (Force Majeure).

17. TERMINATION WITHOUT CAUSE

17.1 Termination without Cause. The COMPANY shall be entitled to terminate this Agreement by giving not less than ten (10) days' written notice to PROSPECTIUNI.

17.2 Cooperation. During the notice period referred to in Clause 17.1 the COMPANY shall continue to co-operate with PROSPECTIUNI in the termination by PROSPECTIUNI of the Services.

17.3 Remedies for Termination without Cause. If the COMPANY exercises its rights of termination under Clause 17.1 PROSPECTIUNI shall be entitled to:

17.3.1 immediate payment for that part of the Services performed up to and including the date of actual termination, including up to an overhead cost of 17%; and

17.3.2 such other reasonable costs and expenses suffered or incurred and paid by PROSPECTIUNI arising directly as a result of such termination including:

17.3.2.1 any costs and expenses payable by PROSPECTIUNI to any sub-contractor in respect of the termination by PROSPECTIUNI of any sub-contracts;

17.3.2.2 all and any other costs and expenses payable to any third party directly associated with such termination or arising directly therefrom.

18. VARIATIONS

18.1 Variations. The COMPANY shall be entitled to request PROSPECTIUNI at any time to make any variations to the Services (including any of the items to be delivered as referred to in Appendix 1) which are within the capability and available resources of PROSPECTIUNI. Any such request shall be made in writing. On receipt of such request, PROSPECTIUNI shall as soon as reasonably practicable notify the COMPANY in writing of any adjustment to the Price

resulting from any such variations. The COMPANY acknowledges that the ability of PROSPECTIUNI to agree to variations proposed by the COMPANY is subject always to:

- 18.1.1 the ability of PROSPECTIUNI to provide such services without incurring or causing any breach of any other contract, commitment or undertaking binding on PROSPECTIUNI; and
 - 18.1.2 the availability of all necessary equipment and personnel.
- 18.2 PROSPECTIUNI shall not be required to proceed with any request for a variation until PROSPECTIUNI has received written confirmation of the COMPANY's agreement to the adjustment to the Price notified under Clause 18.1.
- 18.3 Vary Scope of Work Due to Third-Party Disruptions. PROSPECTIUNI shall be entitled by notice in writing (containing full explanation of the basis to vary the Scope of Work and providing a period of 3 business days for the COMPANY to approve such variance) to the COMPANY to vary the Scope of Work by reducing the size of the Survey Area by such amount as, in the mutually agreed opinion of COMPANY and PROSPECTIUNI, will enable PROSPECTIUNI to complete the Services by the Estimated Completion Date if:
- 18.3.1 compliance with any applicable laws, regulations or requirements results in any delays in the performance of the Services and such delays have resulted, or are expected to result, in the time taken to perform the Services exceeding the period of time originally estimated by PROSPECTIUNI for completion of the Services to be more than fifteen (15) days after the Estimated Completion Date; or
 - 18.3.2 after the Commencement Date there is any change in the applicable laws, rules and regulations, or in any interpretation of the same, which results in or is expected to result in the date to complete the Services to be more than fifteen (15) days after the Estimated Completion Date; or
 - 18.3.3 the actions of, or interference by, any local population or any Third Party Activists results in any delays in the performance of the Services and such delays have resulted, or are expected to result, in the date to complete the Services to be more than fifteen (15) days after the Estimated Completion Date; or
 - 18.3.4 any occurrence outside the reasonable control of PROSPECTIUNI (including oilfield activity or wildlife activity) results in delays in the performance of the Services and such delays have resulted, or are expected to result, in the date to complete the Services to be more than fifteen (15) days after the Estimated Completion Date.

19. CONSEQUENCES OF TERMINATION

- 19.1 The termination of this Agreement howsoever arising will be without prejudice to the rights and duties of either Party as specified in this Agreement that accrued prior to termination, except that neither Party shall be liable to the other Party for any Consequential Losses of the other Party or its Group. The clauses in this Agreement which expressly or impliedly have effect after termination will continue

to be enforceable notwithstanding termination. Without prejudice to the generality of the foregoing the provisions of Clauses 8, 9, 13, 14, 22 and 31.5 shall survive termination of this Agreement.

- 19.2 As from the Expiration Date or termination howsoever arising subject as otherwise provided herein or as referred to in Clause 19.1, no Party shall have any further obligation to the other.

20. SUSPENSION

- 20.1 PROSPECTIUNI shall at the request in writing of the COMPANY suspend performance of the Services or any part thereof for such time or times and in such manner as the COMPANY may consider reasonably necessary. The COMPANY shall give PROSPECTIUNI as much notice as it is reasonably able to do in respect of any such suspension. If any period of suspension continues for more than seven (7) days, PROSPECTIUNI shall be entitled to de-mobilize and seek or undertake alternative work for any third party.
- 20.2 The Parties shall as soon as reasonably practicable following the giving of such written request meet together in good faith to negotiate and agree an appropriate variation to the Price to take account of such suspension and the COMPANY shall in any event be liable for:
- 20.2.1 the Standby Rate referred to in Appendix 3 during such period of suspension so long as PROSPECTIUNI has not commenced work for a third party;
 - 20.2.2 all and any other reasonable costs and expenses suffered or incurred by PROSPECTIUNI arising directly as a result of or in connection with any suspension of the Services including any increased costs of materials, subcontracts and other third party charges; and
 - 20.2.3 any reasonable costs and expenses suffered or incurred in mobilizing PROSPECTIUNI's Personnel to any other third party survey to the extent that the same are not recoverable from such third party and the costs and expenses of remobilizing on resumption of the Services.
- 20.3 The COMPANY shall be entitled to verify such costs and expenses referred to in Clause 20.2 in accordance with Clause 12.
- 20.4 The COMPANY may, at any time, request resumption of all or part of the Services subject to suspension by notifying PROSPECTIUNI in writing of the part of the Services to be resumed and the effective date of withdrawal of the suspension, such date being subject to mutual agreement between the COMPANY and PROSPECTIUNI and subject to ongoing availability of PROSPECTIUNI's Personnel and Equipment and the commitments of PROSPECTIUNI.
- 20.5 PROSPECTIUNI shall advise the COMPANY on every two weeks of the location and status of the Equipment during the suspension period.
- 20.6 If the period of suspension exceeds ten (10) days PROSPECTIUNI may, unless the suspension is otherwise provided for in this Agreement serve a notice on the

COMPANY requiring permission within five (5) days from the receipt of such notice to proceed with the Services or that part thereof subject to suspension. If within the said five (5) days the COMPANY does not grant such permission PROSPECTIUNI by a further notice, may (but is not bound to) elect to treat the suspension as a termination by the COMPANY in accordance with Clause 17.

21. PERMITS, LAWS AND REGULATIONS

- 21.1 Except as otherwise provided in this Agreement PROSPECTIUNI shall at its cost and expense abide by and comply, and secure compliance by its subcontractors, with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the Services.
- 21.2 Unless otherwise provided herein, the COMPANY shall be responsible at its own cost and expense for securing any and all governmental, mineral, surface, land entry and other permits, licenses or authorizations necessary for PROSPECTIUNI to perform the Services including those necessary to enable PROSPECTIUNI to enter upon and leave the areas designated by the COMPANY in order to perform the work contemplated hereby (the "Permits"). The COMPANY shall notify PROSPECTIUNI in writing of any limitations or restrictions affecting such Permits. The Permits shall be obtained from the person or entity authorized to grant said Permits. In the event, after the request by the COMPANY, PROSPECTIUNI provides assistance to the COMPANY in obtaining the Permits, PROSPECTIUNI shall be reimbursed for its reasonable time and expense in providing support to obtain and/or obtaining the Permits.
- 21.3 Unless otherwise agreed in writing, PROSPECTIUNI shall at its cost and expense obtain all licenses, permits and authorizations required to be obtained by or in the name of PROSPECTIUNI by any applicable laws, rules and regulations for the performance of the Services.
- 21.4 Unless otherwise agreed in writing, PROSPECTIUNI shall be responsible for applying for all necessary import and export licenses (if any) required to carry out the Services, and the COMPANY shall assist PROSPECTIUNI by supplying all relevant non-confidential information and details about the COMPANY and its operations including provision of such documentation as may be required by any appropriate licensing authority. In the event that the COMPANY has the benefit of exemptions for import, export, customs or other duties chargeable on Equipment used in the performance of the Services, COMPANY shall make such exemptions available to PROSPECTIUNI.

22. DISPUTE RESOLUTION

- 22.1 Hierarchy of Resolution. Any complaints, problems or disputes relating to this Agreement or the provision of the Services (whether during or after termination of this Agreement) and which are not satisfactorily settled by the COMPANY On-Site Representative and the PROSPECTIUNI On-Site Representative shall be referred to the COMPANY Representative and the PROSPECTIUNI Representative and shall be discussed at a meeting between them and appropriate action shall be taken. The PROSPECTIUNI Representative and the COMPANY Representative shall make all reasonable efforts to reach an agreement. Any unresolved problems emerging from such meetings shall be

referred immediately to higher management of each Party who shall attempt to resolve the issue.

- 22.2 In the event the Parties cannot resolve an issue as provided above, the Parties shall abide by the provisions of Clause 29.

23. TAXES

- 23.1 All sums payable under this Agreement unless otherwise stated are exclusive of VAT, sales tax, stamp tax, and all other applicable local duties or taxes.

- 23.2 Any VAT, sales tax, stamp tax or other local duties or taxes payable in respect of such sums shall be payable by the COMPANY in addition to such sums.

- 23.3 The COMPANY shall be entitled to withhold from payments to PROSPECTIUNI such taxes as required by applicable law. Upon payment of the amount so withheld to the appropriate government entity or agency such amount withheld shall be deemed payment to PROSPECTIUNI and the COMPANY shall have no further obligation to pay such amount to PROSPECTIUNI provided always that the amounts so withheld are paid in the currency required by such applicable law and in accordance with such applicable law and further provided that such withholding taxes are remitted on a timely basis. The COMPANY shall provide to PROSPECTIUNI a withholding tax receipt or other evidence of withholding in the name of PROSPECTIUNI as soon as such receipts are received from the relevant tax authorities. If the COMPANY is required to deduct any amount of tax, PROSPECTIUNI's invoice shall be grossed up to include any such excess liability for withholding tax which the COMPANY deducts.

- 23.4 COMPANY's Taxes. COMPANY is responsible for all Claims that any taxing authority (including taxing authorities of any political subdivisions of the Country) claiming jurisdiction over this Contract, or the Survey Area or any part of the Country, may assess or levy against COMPANY or PROSPECTIUNI relating to the Services furnished by PROSPECTIUNI. Notwithstanding anything to the contrary herein, COMPANY is responsible for any value added tax (VAT), goods and services tax (GST), sales tax, stamp taxes, gross receipts, import taxes, bonds, and other excise taxes and/or other similar taxes. If these taxes are applicable and PROSPECTIUNI is required to collect these taxes from COMPANY, the amount of these taxes shall be separately itemized and identified on PROSPECTIUNI's invoices; collected by PROSPECTIUNI and paid over by PROSPECTIUNI to the appropriate governmental agency (except to the extent COMPANY advises PROSPECTIUNI that in accordance with applicable law, COMPANY will be responsible for self-assessing and paying these taxes); and PROSPECTIUNI shall provide COMPANY on a timely basis with invoices, tax receipts and any other documentation that may be required for COMPANY to obtain tax reimbursement, credit, abatement or refund of any taxes assessed against COMPANY and collected by PROSPECTIUNI.

24. WARRANTIES

- 24.1 PROSPECTIUNI shall carry out all of its obligations under this Agreement and shall perform the Services with reasonable care and skill and in accordance with the IAGC standards to be reasonably expected of a reputable contractor experienced in the types of work to be carried out under this Agreement.

- 24.2 Save as expressly provided in Clauses 24.1 and 5, all warranties, conditions or other terms expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law and, for the avoidance of doubt, no warranty, condition or other term is given that seismic data resulting from the performance of the Services will be fit for any particular purpose or of any particular quality.
- 24.3 Each of the Parties warrants that it has full power and authority to enter into this Agreement and that it has obtained all necessary approvals to do so.

25. BUSINESS ETHICS

- 25.1 PROSPECTIUNI Representations. PROSPECTIUNI represents to the COMPANY that no director, officer, employee or agent of PROSPECTIUNI has given or received or shall give or receive any commission, fee, rebate, gift, entertainment or other payment or remuneration of significant cost or value to or from the COMPANY, its Affiliates, directors, officers, employees or agents in connection with the Services.
- 25.2 COMPANY Representations. The COMPANY represents to PROSPECTIUNI that no director, officer, employee or agent of the COMPANY has given or received, or shall give or receive any commission, fee, rebate, gift, entertainment or other payment or remuneration of significant cost or value to or from PROSPECTIUNI, its Affiliates, directors, officers, employees or agents in connection with the Services.
- 25.3 Notifications. Both Parties shall promptly notify the other in the event of any violation of the representations set out in this Clause 25 and both Parties agree to take all reasonable action necessary to address and correct such violation.
- 25.4 FCPA. Prospectiuni understands that the FCPA (Foreign Corrupt Practices Act) in general makes it a crime under United States law for a firm such as PROSPECTIUNI knowingly to make payments to a foreign government official, directly or indirectly, in order to receive or retain business. Accordingly, Representative is not authorized or otherwise empowered to make on behalf of the PROSPECTIUNI Group any payments, loans or gifts or promises or offers of payments, loans or gifts of any money or anything of value, directly or indirectly, to or for the use or benefit of any official or employee of any government in the country, or the agency or instrumentalities of any such government; or to any political party or official or candidate thereof; or to any other person, if Representative knows or has reason to suspect such person will use any part of such payment, loan, or gift to directly or indirectly give or pay to any such governmental official or political party or candidate or official thereof; or to any other person or entity, the payment of which would violate either the laws or policies of the country.

26. SEVERANCE

If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by either of the Parties from any competent authority the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of PROSPECTIUNI it

may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

27. NOTICES

- 27.1 Subject to Clauses 3.3 and 4.3, all notices or other communications required or desired to be sent to either Party shall be in writing and sent by first class mail, postage prepaid, by next-day courier or by facsimile, to the attention of the person identified below, at the address shown below or to the facsimile number shown below. Either Party may change such address or facsimile number by written notice to the other party. Notice shall be effective on receipt (provided that notice shall be effective on the first business day following the date of receipt if receipt is effected on a non-business day).
- 27.2 Subject to Clauses 3.3 and 4.3, any demand, notice or communication (or confirming copy of any facsimile or e-mail transmission) shall be made in writing addressed as follows:

if to PROSPECTIUNI, to:

Tim Branch
PROSPECTIUNI S.A.
1 Caransebes Street
012271 Bucharest
Romania
Fax : +4021 319 66 56

Email: Tim.branch@PROSPECTIUNI.ro

With copy to
Gehrig Schultz
Email: Gehrig.schultz@PROSPECTIUNI.ro

if to the COMPANY, to:

Ron McWhorter
Mohave Oil and Gas Corporation
24 Waterway Ave., Ste. 350
The Woodlands, TX 77380
USA
Fax : 1-713-975-9923

Email: ron.mcwhorter@mohaveog.com

With copy to
Mike Stearns
Email: mstearns@mohaveog.com

or to such other address as the Party to whom notice is to be given may have notified to the other in writing in accordance herewith from time to time.

28. ASSIGNMENT AND SUB-CONTRACTING

- 28.1 PROSPECTIUNI shall be entitled to carry out its obligations under this Agreement through any other COMPANY which at the relevant time is an Affiliate of PROSPECTIUNI and shall be entitled to sub-contract or otherwise delegate any of its rights, privileges and obligations hereunder to any other person, firm or COMPANY; provided PROSPECTIUNI shall promptly provide written notice to the COMPANY and obtain the COMPANY's prior written consent. PROSPECTIUNI shall remain fully responsible for the acts and omissions of such Affiliate or such other person, firm or COMPANY as if these were the acts and omissions of PROSPECTIUNI. PROSPECTIUNI shall be entitled to assign the benefit of this Agreement to any Affiliate of PROSPECTIUNI, provided PROSPECTIUNI shall promptly provide written notice to the COMPANY and obtain the COMPANY's prior written consent. However, the COMPANY shall have the right to request reasonable guarantees from such assignee and/or PROSPECTIUNI and the assignment shall not be effected until such guarantees have been given to the COMPANY.
- 28.2 The COMPANY shall be entitled to assign and transfer any or all of its rights, responsibilities, obligations and liabilities under this Agreement to any of its Affiliates subject to prior written notification to PROSPECTIUNI and to a non-Affiliate of the COMPANY subject to obtaining the prior written consent of PROSPECTIUNI to such assignment. However, PROSPECTIUNI shall have the right to request reasonable guarantees from such assignee and/or the COMPANY and the assignment shall not be effected until such guarantees have been given to PROSPECTIUNI.
- 28.3 Except as provided in Clauses 28.1 and 28.2 this Agreement is personal to the Parties, and none of them shall, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights hereunder (including, without limitation, by declaration of trust in favor of any third party), or sub-contract or otherwise delegate any of its obligations under this Agreement.

29. GOVERNING LAW AND VENUE

- 29.1 THIS AGREEMENT SHALL BE GOVERNED BY U.K. COMMON LAW IN EVERY PARTICULAR INCLUDING FORMATION AND INTERPRETATION WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.
- 29.2 VENUE FOR ANY CLAIM OR CAUSES OF ACTION BROUGHT UNDER THIS AGREEMENT SHALL LIE EXCLUSIVELY IN LONDON, U.K., AND EACH PARTY HEREBY WAIVES ANY OBJECTION IT MAY HAVE THERETO.

30. MISCELLANEOUS

- 30.1 Entire Agreement. Each Party acknowledges that this Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior communications, representations (other than any misrepresentation which has been made (i) knowingly; or (ii) without belief in its truth; or (iii) recklessly), warranties, stipulations, undertakings and agreements whether oral or written between the Parties. Any prior agreements,

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undertaking or arrangements between the Parties are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to any of the Parties.

- 30.2 Claims. Each Party irrevocably and unconditionally waives any right it may have to claim damages and/or to rescind this Agreement for any misrepresentation made on or prior to the Commencement Date not contained in this Agreement or for breach of any warranty not contained in this Agreement unless such misrepresentation was made: (i) knowingly; or (ii) without belief in its truth; or (iii) recklessly.
- 30.3 No Variation. No variation to this Agreement shall be effective unless in writing signed by a duly authorized officer of each of the Parties.
- 30.4 No Waiver. Any failure by either Party to enforce at any time or for any period any of the terms and conditions of this Agreement will not be construed as a waiver of its rights or of the right at any time subsequently to enforce all terms and conditions of this Agreement. Any waiver of a breach of any provision will not affect either Party's rights in the event of any additional breach.
- 30.5 Rights Cumulative. Unless expressly stated otherwise, all rights or remedies granted to a Party shall be cumulative and no exercise by a Party of any right or remedy under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.
- 30.6 Relationship of the Parties. PROSPECTIUNI is and will at all times remain an independent contractor and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Parties of principal and agent, of partnership or of employer and employee nor are the Parties hereby engaging in a joint venture. None of the Parties shall have any right or authority to act on behalf of any other Party or to bind any other Party whether by contract or otherwise, unless expressly permitted by the terms of this Agreement.
- 30.7 Control of Employees. All persons engaged by PROSPECTIUNI in the provision of the Services shall be the employees or independent contractors (as the case may be) of PROSPECTIUNI and not of the COMPANY. All persons engaged by the COMPANY in connection with the Services shall be the employees or sub-contractors (as the case may be) of the COMPANY and not of PROSPECTIUNI. Neither PROSPECTIUNI nor the COMPANY shall have any control over the employees or sub-contractors of the other.
- 30.8 Publicity. Each of the Parties agrees that it will not disseminate any press release or public announcement concerning this Agreement or its performance to any person without the other Party's prior written consent (which shall not be unreasonably withheld or delayed). Each Party agrees to instruct its advisers, whether financial, accounting, legal or otherwise, not to disseminate any of such information to any other person without the other Party's prior written consent (which shall not be unreasonably withheld or delayed) provided always that the provisions of this clause shall not preclude either Party or its advisers from making any disclosure of information required pursuant to the provisions of any statute or the order or requirements of a court, administrative agency, other governmental body or relevant stock exchange.

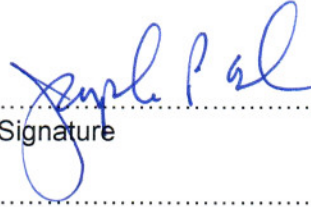
- 30.9 Conflict. If there is any conflict or inconsistency between the provisions of the main body of this Agreement and any Appendix, the former shall take precedence save that the provisions of Appendix 3 shall take precedence over any provision of the main body of this Agreement and any other Appendix.
- 30.9.1 References. Any reference to a Recital, Clause or Appendix is to the relevant recital, clause or appendix of or to this Agreement, and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Appendix in which it appears.
- 30.10 Gregorian Calendar. The Parties agree that this Agreement shall be governed by the Gregorian Calendar.

AS WITNESS the hands of the Parties the day and year first before written.

SIGNED by

duly authorized for and on behalf
of **MOHAVE OIL & GAS CORP**

)
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)



.....
Signature

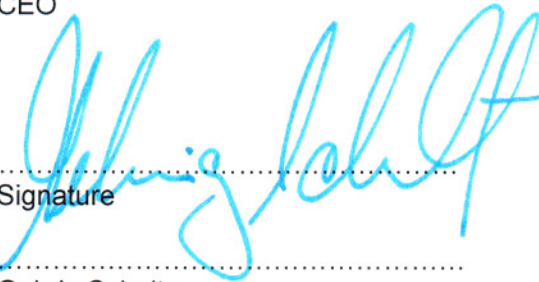
.....
Joseph P. Ash

.....
CEO

SIGNED by **Gehrig Schultz**

duly authorized for and on behalf
of **PROSPECTIUNI S.A.**

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.....
Signature

.....
Gehrig Schultz

.....
President

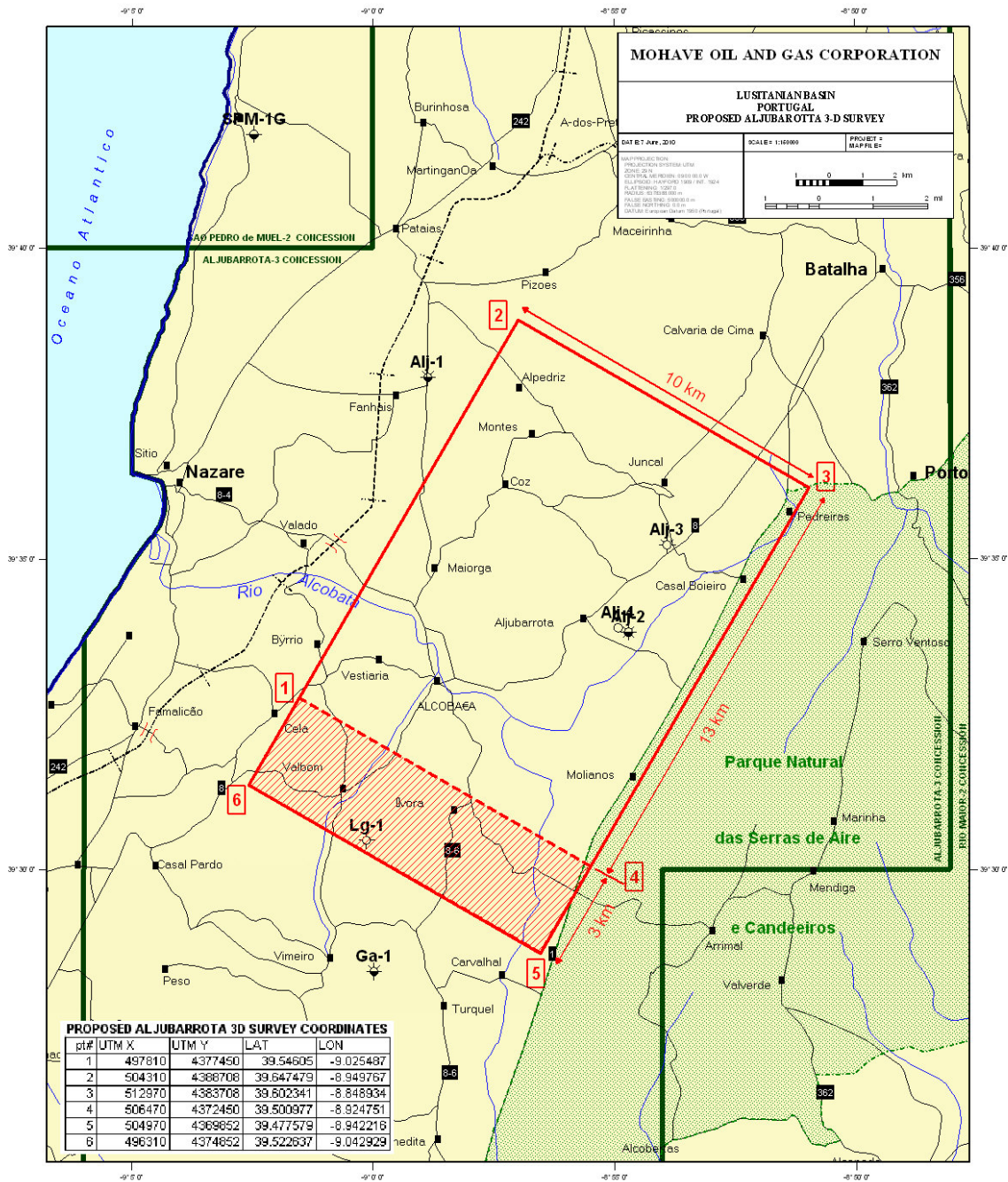
APPENDIX 1

SCOPE OF WORK – BASE SERVICES

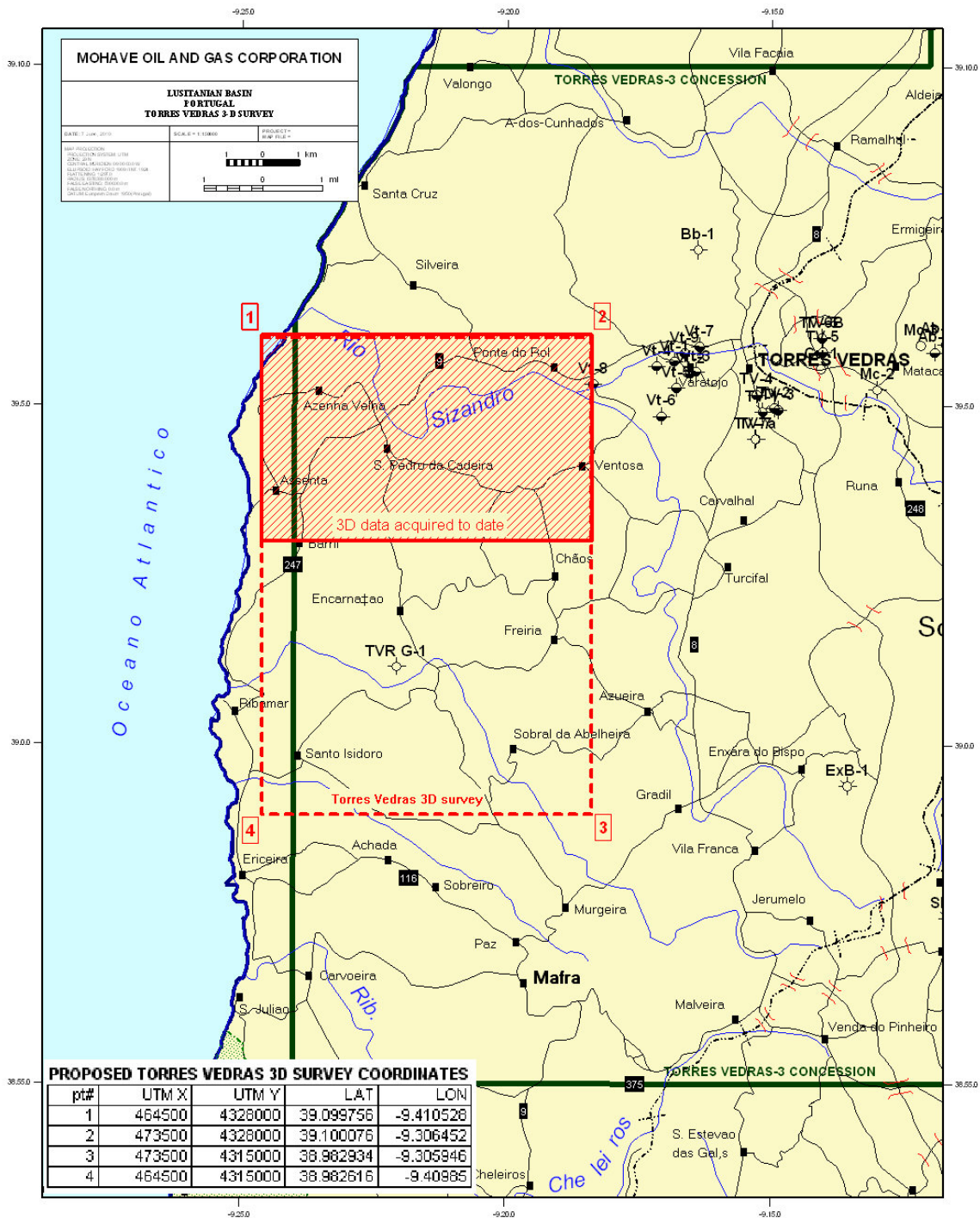
- A. SURVEY AREA:
- B. SCOPE OF WORK (BASE SERVICES ONLY):
- C. DELIVERABLES:

APPENDIX 1.A

SURVEY AREA



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Coordinate System for work products and delivery:

1. Geodetic Parameters
 - a. European Datum (ED-50)
 - b. Hayford International 1924 Spheroid
 - i. Semi-Major (A) 6 378 388.000 m
 - ii. Flattening (1/F) 297.000 m

2. Mapping Parameters
 - a. UTM – Northern Hemisphere
 - b. Zone 29 N
 - c. Latitude of Origin 00 deg 00 min 00 sec
 - d. Longitude of Origin 09 deg 00 min 00 sec W
 - e. Central Meridian 09 deg 00 min 00 sec W
 - f. Scale Factor at Central Meridian 0.9996
 - g. False Northing 0.000 m
 - h. False Easting 500,000.000 m
 - i. Unit International Meter

3. ED50 (Portugal) Datum Parameters
 - a. Molodensky shift (in meters, with respect to WGS84):
dx = -86.277, dy = -108.879, dx = -120.181
 - b. Rotation angles
rx = 0.00, ry = 0.00, rz = 0.00

Note: Working datum will be ETRS89 and all data will be converted to ED50 for data shipments and final position data.

APPENDIX 1.B

SCOPE OF WORK

Acquisition parameters for 3D seismic program

NOTE: Some parameters may be changed as per the results of field tests.

1.2.3.1 Survey geometry for Aljubarrota 3D seismic program

Receiver Area	158.20 Sq Km
Source Points Area	159.50 Sq Km
Full Fold Area	107.05 Sq Km
In-line Direction	NW-SE (120 deg)
Max. NW – SE Extent	10.050 km
Max. SW – NE Extent	15.950 km
No of Rec. Lines	54
Total Receivers	10,800
Total Rec. Lines Length	537.300 km
Min. Live Channels	488
Max. Live Channels	1,920
Live Receivers Lines	16
Live Channels per Rec. Line	120
Receiver Interval	50 m
Rec. Line Interval	300 m
Nominal Rec. Density	66.67 / Sq Km
Total Source Points	8,320
Total Source Lines Length	414.700 km
Nominal SP Density	50 / Sq Km
No of Source Lines	26
Source Interval	50 m
Source Line Interval	400 m
Bin Size	25 m x 25 m
Maximum Offset	3,818.59 m
Record Length	6 sec.
Sample Rate	2 msec.

1.2.3.2 Survey geometry for Torres Vedras 3D seismic program

A. "Full Survey – 117.00 Sq Km"	
Receiver Area	89.45 Sq Km
Source Points Area	74.84 Sq Km
Full Fold Area	41.44 Sq Km
In-line Direction	W-E (90 deg)
Max. N – S Extent	8.500 km
Max. W – E Extent	9.025 km
No of Rec. Lines	52
Total Receivers	9,187
Total Rec. Lines Length	396.000 km
Min. Live Channels	400
Max. Live Channels	1,600
Live Receivers Lines	16
Live Channels per Rec. Line	100
Receiver Interval	50 m
Rec. Line Interval	200 m
Nominal Rec. Density	100 / Sq Km
Total Source Points	7,723
Total Source Lines Length	341.550 km
Nominal SP Density	100 / Sq Km
No of Source Lines	46
Source Interval	50 m
Source Line Interval	200 m
Bin Size	25 m x 25 m
Maximum Offset	2,933.64 m
Record Length	4 sec.
Sample Rate	2 msec.

1.2.3.3 Source Parameters (items marked with * will be decided after field tests)

Vibrator

No of Vibrators per set:	1–2 *
Force control:	max. 80%
Number of sweeps per VP:	2-4 *
Sweep length:	6-16 sec *
Sweep frequency:	10-90 Hz *
Sweep type:	Linear, Up-sweep
Source Array:	*
Move up distance:	*

Explosive:

Holes per pattern:	1
Hole depth:	6-8 m
Charge size:	1.5 kg per hole
Explosives type:	Rioseis
Detonator:	1 per hole

Accelerated Weight Drop

Type unit:	XLR8 Acker 2600, Digipulse AWD 2400
Force:	2600 / 2400 lbs
Number of thumps:	*
Move up between thumps:	*

1.2.3.4 Receiver parameters for 3D seismic program

Receiver Array:	*
Geophones/receiver point:	6
Geophone spacing in pattern:	*
Pattern length:	*

1.2.3.5 Recording parameters for 3D seismic program

Record length:	By survey—see above
Sampling rate:	2 msec.
Tape format:	3592
Lo Cut Filter:	Out
Hi Cut Filter:	$\frac{3}{4}$ Nyquist
Stack/Correlate:	*
Polarity:	SEG

APPENDIX 1.C

DELIVERABLES

	Item	Number of Copies	Format/ Medium	Schedule / Comments
	Insurance Certificates			If Requested
	Surveying			
	Initial GPS Baseline Report	TBD		Upon completion of initial survey and before any further work
	Land Survey Processing Summary Report (A1.9 & A1.11.14)	4		End of project
	Line sketch maps to COMPANY Rep			As needed
	Line sketch maps to COMPANY			End of Contract
	Survey Data			Finalized for each data shipment
	Final Survey Data	Two (2)	SEGP1 on CD-ROM	10 Days after Completion
	Final Positioning Report	Four (4) Three (3)	CD-ROM Paper	30 Days after Completion
	Raw Data Records, Maps, etc.			10 Days after Completion
	A separate hard copy listing and digital file (in an EXCEL spreadsheet) of all well site locations tied into must be submitted upon completion of the survey.		Hard copy and Excel spreadsheet	10 Days after Completion
	A separate hard copy listing and digital file (in an EXCEL spreadsheet) of closures to the old markers established during previous survey must be submitted upon completion of the survey		Hard copy and Excel spreadsheet	10 Days after Completion
	"Land Survey Processing Summary Report"		CD-ROM in a standard readable format.	End of each line and control traverse upon completion of the survey.
	Data Required for Each Line Data all source and receiver locations, in SEG-P1 or UKOOA format with elevations in meters, reduced to		Digital and hardcopy	End of each line

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	Mean Sea Level (MSL) and to one decimal point. Coordinates (LAT/LONG) in degrees, minutes, and seconds with seconds to two decimal points, x and y's in meters and to one decimal point.			
	Require two Q/C plots on paper,(or acceptable format on CD-ROM), of all source and receiver positions for the complete survey at a scale of 1:50,000 and 1:100,000.	2	Paper or CD ROM	30 Days after Completion
	Require two Q/C plots on paper (or acceptable format on CD-ROM) showing all survey closures, new markers established, well site ties and geodetic survey control established. All plots must be correctly labeled and referenced to the geodetic/mapping parameters previously defined	2	Paper or CD ROM	30 Days after Completion

Recording:				
	Full set of Instrument Tests		Computer Analysis Hardcopy	Before Commencement and Monthly Upon Completion of Recording
	Hardwire similarity tests		Digital or Hardcopy	Start of job Start of weekly
	Radio Similarity Tests		Digital or Hardcopy	Daily when vibrators in use
	Daily Tests		Digital or hardcopy	Made available at all times to COMPANY Rep
	Full Test Results			Within 24 hours of download to COMPANY
	Camera Monitors		Hardcopy	With 24 hours of recording, every shot
	Observer Log Hardcopy		Hardcopy and digital	Made available at all times to COMPANY Rep
	CMP fold and minimum offsets (with defective sources, sensors, and traces removed from the fold		Digital or Hardcopy	Daily

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	calculation) Field Static Computation		Digital	With recording data shipment
	Offset Shot Detail			Approved by COMPANY Rep included with each recording data shipment
	Noise Source			Reported to COMPANY Rep
	Data Tape Shipments	One (1) Master One (1) Field Copy	SEGD LTO SEGY LTO	Regular intervals to COMPANY specified processing center by common carrier Regular intervals to COMPANY-specified location once safe receipt of master tapes is confirmed.
Drilling				
	Drill logs shall be compiled into a spreadsheet format and sorted according to swath number and source point number		Digital	With data shipment
Explosives				
	Detailed records, logs, and accounts of explosives used on a total weight basis as well as an accounting of the number of units of each charge size and number of detonators used for documentation and verification of explosives cost		Hardcopy	End of job
Reporting:				
	Daily Report			Fax/Email to COMPANY by 9 AM local time each Day
	Weekly Report			By noon local time every Monday
	Monthly Report			By 5 th of following month
	Final Report	Six (6)	CD-ROM Paper	Within 30 Days of Completion

APPENDIX 2

EQUIPMENT AND PERSONNEL

1. PERSONNEL

I. KEY SENIOR STAFF

POSITION	NAME
PARTY MANAGER	ION IVANOIU
PARTY MANAGER ASSISTANT	HORIA CHIRITA
CHIEF GEOPHYSICIST	MARIN IONESCU
CHIEF OBSERVER	DUMITRU RAUTOIU
CHIEF SURVEYOR	DANIL PINTICE
CHIEF DRILLER	VALERIU BUCUR
HSE MANAGER	DRAGOS ANDRONACHE
PERMIT MANAGER	TUDOR ROMAN
SENIOR VIB TECH'	RADU DINESCU

II. TOTAL SENIOR STAFF

POSITION	NO'S
PARTY MANAGER	1
PARTY MANAGER ASSISTANT	1
CHIEF GEOPHYSICIST	1
PROCESSING GEOPHYSICISTS	1
PLANNING GEOPHYSICISTS	4
SURVEYORS	3
MAPPING SURVEYORS	3
SENIOR OBSERVER	1
OBSERVER	1
JUNIOR OBSERVERS	2
PERMIT MANAGER	1
HSE MANAGER	2
VIBRATOR/WEIGHT TECHNICIANS DROP	2
JOURNEY MANAGER	1

SENIOR STAFF WORK A 6 WEEK ON/3 WEEK OFF SCHEDULE

III. JUNIOR STAFF / LOCAL LABOUR

OFFICE	
TITLE	NO.
ADMINISTRATOR	1
JOURNEY MANAGER	1

SURVEYING	
TITLE	NO.
SURVEY HELPERS	8

Romanian staff in blue font

RECORDING	
TITLE	NO.
LINE CHECKERS/BATTERY CONTROL	10
WORKSHOP CHARGING BATTERY	2
RECORDING LABOUR	38
NIGHT GUARDS	6
TRAFFIC CONTROL	4
VIBRATORS	
VIBRATOR MANAGER/CO-ORDINATOR	1
DRIVERS	4
SHOOTING AND LOADING	
SHOOTER	1

DRILLING	
TITLE	NO.
LABOUR	14

UPHOLE/LVL	
TITLE	NO.
LABOUR	2

MECHANICAL	
TITLE	NO.
MECHANICAL ASSISTANT	1

UP-HOLE PERSONNEL	NO'S
UP-HOLE OBSERVER	1
DRILLER	1
DRILLER HELPER	1
DRIVER	2
UP-HOLE HELPER	1
TOTAL	6

LVL PERSONNEL	NO'S
LVL OBSERVER	1
LVL HELPER	1
TOTAL	2

2. CREW VEHICLES

DESCRIPTION	ASSIGNATION	No.
Toyota Hilux (NissanNavarra) (2 or 5 seats) 4 x 4 Drive	PM	1
Toyota Hilux (NissanNavarra) (2 or 5 seats) 4 x 4 Drive	Geophysicist	1
Toyota Hilux (NissanNavarra) (2 or 5 seats) 4 x 4 Drive	Surveyors	4
Toyota Hilux (NissanNavarra) (2 or 5 seats) 4 x 4 Drive	Senior Observer	1
Toyota Hilux (NissanNavarra) (2 or 5 seats) 4 x 4 Drive	Permit	1
Toyota Hilux (NissanNavarra) (2 or 5 seats) 4 x 4 Drive	HSE	1
Toyota Hilux (NissanNavarra) (2 or 5 seats) 4 x 4 Drive	Vibrators	2
Toyota Hilux (NissanNavarra) (2 or 5 seats) 4 x 4 Drive	Drilling	3
Toyota Hilux (NissanNavarra) (2 or 5 seats) 4 x 4 Drive	Trouble-shooters, Lay-out	12
Toyota Hilux (NissanNavarra) (2 or 5 seats) 4 x 4 Drive		1
Recorder Truck 4 x 4 Drive	Recording	1
Bus – Personal Transport	Recording	1
Minibus	Drilling	1
Sercel Nomad Vibrator	Recording	4
Weight Drops	Recording	1
Drilling rig	Up-hole crew	1
Water tank	Up-hole crew	1
Heavy Trucks, EM transport	Rented when required	

3. RECORDING EQUIPMENT

Accelerated Weight Drop	
XLR8 Acker Model 2600	2
Digipulse AWD 2400	1
Field System Unite	
RAU - Remote Acquisition Unit	4,200 *
CAN - Cell Access Node	2
CAN Antenna Kit	2
RFT - Rau Field Terminal	8
PFT - Portable Field Terminal	8
Batteries 12V/15Ah - for RAU	4,500
Battery Chargers	1,200
* Commence with 3,200 channels in Torres Vedras & increase for Aljubarrota	
Geophones	
String WB 6 SG10-1X6- 1SH17	4,500
Testers	
SMT 300 TESTER	1
CT 428 CABLE TESTER	1
LT428 Q200 LINE TESTER	1
NOTEBOOK VCA	1
BLASTWARE MONOTORING SISTEM	1
MSC Equipment	
DAQLINK UNIT WITH ACCESSORIES	1
428 Sercel Recording	
428 Line Control Interface	1
Unite Server 20.000	1
Client Computer	2
V 12 Ethern. Thermal Plotter	1
HCI UPC 3KVA	1
Network Attached Storage -NAS	4
428 XL eSQC 4000 SERVER	1
428 XI eSGA	1
Pelton Shot Pro	4

4. GEOPHYSICAL QC EQUIPMENT

DESCRIPTION	YEAR	MANAFAC'
Workstation Sun Blade 1500/2500, 1GHz UltraSPARC IIIi CPU, 160 Gb HDD, 1 Gb RAM, UltraSCSI Dual	2004	Japan
Monitor 19" 1280x1024 LCD	2004	Japan
Fujitsu Tape Drive 3490 E Cartridge	1998	Japan
Exabyte Drive 8 mm, 5 Gb - 89 EX-10 D0R	1998	Japan
Thermal Plotter OYO GS612	1998	Japan
Operating System Software - UNIX / Solaris	2003	USA
Processing System - ProMAX 2003.x 2D/3D	2003	USA
PC Pentium - 3.6 GHz	2008	Taiwan
Printer A4	2007	Taiwan
UPS - APC 1400	2005	USA

5. OFFICE EQUIPMENT

DESCRIPTION	YEAR	ORIGIN
Copy Machine Colour A3 – Canon	2007	Taiwan
Phone / Fax machine	2008	Taiwan
PC Pentium 4	2007-2008	Taiwan
Printer - HP 1220 C A3	2006	Taiwan

Printer - HP Laser A4	2007	Taiwan
UPS - APC 700	2007	USA

6. UPHOLE AND LVL

UPHOLE EQUIPMENT			
DESCRIPTION	YEAR	ORIGIN	Qty.
DAQ-LINK II Seismograph System 24 bits, 24 channels	2008	U.S.A.	1
Heavy Rig mounted on Truck			1
Water/Drill Mud Truck			1
Toyota 4WD			1
LVL EQUIPMENT			
DESCRIPTION	YEAR	ORIGIN	QTY
DAQ-LINK II Seismograph System 24 bits, 24 channels	2008	U.S.A.	1
Toyota 4WD	To be rented		1

7. COMMUNICATION EQUIPMENT

DESCRIPTION	YEAR	QTY
Motorola Radio (Mobile), 20 W *	2010	35
Motorola Radio Base station, 20 W *	2010	40

**To be Purchased in Portugal to facilitate radio permits*

8. VIBRATOR, VibPro/ShotPro ANALYSIS & TESTING

DESCRIPTION	YEAR	No's/Manafac
Vibrator SERCEL (Nomad 65)	2008	4 (3+ 1 spare)
NOTEBOOK VCA UNIT	2008	France
Laptop Computer with accessories	2008	France
UH Simulator	2008	France
Vibrators Spare Parts Kit	2008	France
Peak Particle Velocity Meter, VMS-2000 type	2010	Subcontracted & operated by Maxam in Portugal

APPENDIX 3

RATES AND PRICES SEISMIC SERVICES

A. ESTIMATED DATES:

1. Commence Recording Torres Vedras: 10th October (2010)
2. Commence Recording Aljubarrota: 11th December
3. Complete Recording Aljubarrota: 11th Feb' (2011)

B. REMUNERATION TERMS AND CONDITIONS:

1. **Fixed Price**

All prices and rates contained herein are fixed for the performance of the Services and shall remain valid for the duration of the Agreement.

2. **Taxes**

All rates and prices quoted in this Appendix are exclusive of any taxes, VAT, duties and levies, except as explicitly described in the **Schedule of Rates in Section D** below.

3. **Payment Schedule and Escrow Account**

Payments will be made in accordance with Clause 11 of the Agreement.

4. **Currency**

The prices and rates are quoted in Euros.

5. **Invoicing Schedule**

Payments will be invoiced at the end of each month and paid from an Escrow Account to Prospektiuni upon approval from Mohave.

6. **Escrow Account**

On the fifth day of each month, the COMPANY shall deposit into the Escrow Account the amount equal to the estimated monthly Base Price

C. EXPLANATION OF RATES

1. Mobilization Fee

The Mobilization Fee (Crew Mobilization Fee) constitutes payment in full for any and all costs incurred by PROSPECTIUNI to prepare and otherwise make ready to acquire seismic data, including all necessary personnel, facilities, Equipment, materials, and supplies. This fee shall include all pre-survey testing and calibration of Equipment in accordance with this Agreement.

Mobilization will be considered complete when PROSPECTIUNI has demonstrated to the satisfaction of the COMPANY On-Site Representative that the Equipment is operating in accordance with the standards and tolerances specified in Appendix 1.

2. TURNKEY RATE

The Turnkey Rate shall include any and all costs incurred by PROSPECTIUNI to acquire seismic data, including all necessary personnel, facilities, equipment, materials, supplies and incidentals except those defined as Reimbursable.

The Turnkey Rate shall apply to successful recording operations by PROSPECTIUNI in accordance with the standards and tolerances specified in Appendix 1. All recording points meeting the specifications of this Agreement shall be chargeable at the full Turnkey Rate.

PROSPECTIUNI shall be compensated at Standby Rates for the time spent when PROSPECTIUNI is unable to operate due to factors outside its control a listed in Article 6. The testing and calibration of Equipment as specified in this Agreement, nor during periods of Equipment malfunction or when correcting errors caused by PROSPECTIUNI's Personnel will be fully to PROSPECTIUNI's sole expense.

3. Standby Rates

"Standby" shall mean, when PROSPECTIUNI is unable to continue work required by this Agreement for the reasons or conditions listed immediately below. The "Standby Rate" shall apply in the circumstances specified below except that Standby Rates do not apply and are not chargeable for periods of less than 15 minutes.

- Under Instructions received from the COMPANY to delay or suspend the Services or carry out other activities,
- Awaiting reflection seismic program, including additions or changes thereto, delivery of instructions, necessary permits or licenses from COMPANY or whenever requested by COMPANY to standby.
- COMPANY requesting change of operating priorities causing time losses to re-deploy equipment;
- Conducting trials or experiments;

- The repeat of calibrations at the COMPANY's request, with the exception of any agreed initial calibration during Mobilization; time spent re-calibrating or re-verifying calibration of radio-positioning equipment provided that the re-calibration determines that the equipment is in good working order
- Recording time lost due to adverse weather causing excessive noise , as defined by COMPANY Representative, and shall include delays due to any other effects of bad weather such as floods, poor roads, etc.
- Atmospheric conditions (such as rain, thunderstorms, sandstorms, high wind levels, static electricity, etc.) and the consequences that prevent Work from being safely conducted; or
- High noise levels, as defined by COMPANY Representative, caused by traffic, industrial, commercial or farming activities, rain, wind, lightening or seismological conditions;
- Waiting on permission from land-owners or occupants or other permits, provided PROSPECTIUNI has done its utmost to avoid such delays and to reduce the resulting downtime;
- Delays caused by government permits that are outside the control of PROSPECTIUNI.
- Time loss caused by local authorities for reasons outside the control of PROSPECTIUNI, but not time loss due to any legal action against PROSPECTIUNI, unless such legal action results from the normal operation of PROSPECTIUNI;
- Time lost due to restrictions imposed by governmental or military agencies always provided PROSPECTIUNI has not incurred such restrictions due to its own default;
- Time lost due to lack of traffic authorizations along the roads,
- Occurrences of Force Majeure.
- Interference with the GPS and corrections signals provided PROSPECTIUNI's system contains an appropriate number of back-up stations, and providing all equipment is properly functioning;
- Interruption in the supply of fuel, lubricants, explosives and similar essential supplies, provided this interruption is outside the control of PROSPECTIUNI and provided PROSPECTIUNI has made reasonable efforts to maintain adequate and agreed levels of stocks of such supplies;
- Time spent transiting from one Survey Area to another if no other rate is agreed;
- Delays caused by security reasons or any interference by third parties including but not limited to interference from officials and authorities (governmental, local, military), civil/community disturbances (obstruction to operations from local population), acts of vandalism, obstruction from land owners and any other interference from industrial and human activities that in particular prevent PROSPECTIUNI from conducting the Services in an efficient manner

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and from entering any area, excluding such delays caused by the default or negligence of PROSPECTIUNI.

- All delays or detours generated by archaeological, flora, fauna or anthropological considerations;
- For the avoidance of doubt, "Standby" shall not apply to any suspension, delay or stop in the Services on the account of or in connection with:
 - the COMPANY's enforcement of the rights and remedies afforded to the COMPANY under this Agreement, at law or in equity;
 - the Contractor's failure to operate to standards in compliance with its obligations under this Agreement;
 - the Contractor's failure to rectify an unsafe situation or potential hazard in compliance with this Agreement; or
 - the circumstance of Force Majeure.
- Downtime will be charged at the Standby Rate for a maximum of 10 hours/day. This rate is for recording only.

Note: Standby Rates shall not apply during periods of Equipment repair and maintenance, Equipment malfunction or when correcting errors caused by PROSPECTIUNI'S Personnel.

4. Reimbursable Items

- (a) COMPANY will reimburse PROSPECTIUNI for those items listed below and supported by original receipts, etc. as applicable. Any remuneration not presently specified must be mutually agreed in writing and incorporated therein.
- (b) Should the COMPANY request that PROSPECTIUNI pay for reimbursable items, PROSPECTIUNI will apply a 9 % administrative and handling charge. Should the COMPANY directly pay, or advance PROSPECTIUNI the estimated value of, reimbursable costs, PROSPECTIUNI will reduce the handling fee to 3 %.
- (c) The following are not included in the Operational or Standby Day Rates specified in the Schedule of Rates below:
 - Cost of peak particle motion testing (PPV). The COMPANY will dictate safe distances for offsets from pipelines, water wells, and other structures.
 - Cost of archaeology, biology or environmental assessment studies, or special services required to satisfy ecological, environmental and governmental agencies.
 - Cost of any specialized equipment, such as terra tires or agricultural tractors, that may be required to gain access to areas that, due to circumstances beyond PROSPECTIUNI'S control are inaccessible to the equipment specified.
 - The cost of hiring security guards, flag men, traffic police or other required agencies to ensure road safety for vibroseis and weight drop operations.

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- Cost of all local and federal government fees, permits or required tariffs to work in the area.
 - The cost of explosives and detonator purchase, storage, transport, detonation by licensed shooters and custody.
 - Plastic casing for drilled holes (if required).
 - Uphole drilling consumables, including Bentonite, CMC, other drilling additives, drill bits, stem subs and vector cables lost downhole (except due to negligence) but limited to a total of five thousand dollars (US\$ 5,000.00) in respect of any downhole losses during the Services.
 - Specified 3rd Party goods and services with prior written approval of COMPANY.
 - Any restoration of land after use, reforestation, or reseedling as required by landowners, local or federal government agencies.
 - Cost of all damages, damage claims, permit fees and payments and not caused as a result of negligence on the part of PROSPECTIUNI, including but not limited to crops, fences, access roads, water wells, dwellings and structures etc. are not included in the Turnkey Rate.
 - Permit related costs and landowner/leaseholder permit and damage fees, including but not limited to federal, state and local authorities, are not included in the Turnkey Rate.
- (c) PROSPECTIUNI can provide landowner/leaseholder permit fee payment management during the program. This service will include all documentation and monthly payment reconciliation.
- (d) Should the COMPANY request that PROSPECTIUNI pay landowner/leaseholder permit fee, PROSPECTIUNI will apply a 15% administrative and handling charge. Should the COMPANY directly pay, or advance PROSPECTIUNI the estimated value of, landowner costs, PROSPECTIUNI will reduce the handling fee to 3%.
- (e) The following costs shall not be Reimbursables or otherwise reimbursable to PROSPECTIUNI hereunder:
- i. Costs not expressly identified as Reimbursables or otherwise as reimbursable costs herein unless previously approved in writing by the COMPANY representative.
 - ii. Any costs which PROSPECTIUNI fails to demonstrate reasonably have been incurred in the performance of the Services.
 - iii. Any costs which PROSPECTIUNI fails to substantiate as reasonable by application of established PROSPECTIUNI operating procedures or policies, generally accepted industry practices or the terms and conditions of this Agreement.
 - iv. Any costs incurred without advance approval by COMPANY when such approval is expressly required by this Agreement.

D. SCHEDULE OF RATES

SERVICE OR MATERIAL	QUANTITY	RATE	VALUE	CATEGORY
Mobilization				
Crew Mobilization Fee	1	€ 250,000	€ 250,000	Mobilization Fee
VibroSeis Mobilization Fee	1		Included in Mobilization	Mobilization Fee
Demobilization Fee	1		Included in Mobilization	Mobilization Fee
Airfreight Mobilization Fee	1	At invoiced cost to a maximum of US\$25,000	Additional fee for expedited mobilization	Mobilization Fee
Recording Turnkey Rate				
Torres Vedras	7,723 SP remaining	€ 324 per source point	€ 2,502,252	Base Price
Aljubarotta	8,320 SP	€ 298 per source point	€ 2,479,360	Base Price

Drilling, Loading and Shooting					
Turnkey	Torres Vedras	1,000 SP	€ 324 per SP drilled to 6 m	€ 324,000	Supplemental Price
	Aljubarotta	1,000 SP	€ 298 per SP drilled to 6 m	€ 298,000	
<i>(Turnkey drilling rates will be charged in substitution of regular turnkey VP rate for points where explosives are used.)</i>					
Standby Rate (pro rata 10 hour day)					
Turnkey option					Supplemental Price
<p>First two (2) days of weather standby for the Aljubarotta 3-D project shall be charged to Prospectiuni's account</p> <p>Standby charges will</p>			€ 37,500		

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not be applied for the month if the crew reaches its goal of 156 VP/day average for the month				
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Reimbursable Items				
Handling Fee		9 %		Reimbursable
Handling Fee (Advance payment of estimated cost)		3 %		Reimbursable
Minivibes				
Rental during shipping			€ 10,000	Reimbursable
Shipping			€ 9,000	Reimbursable
120 days estimated	2	€ 595 per day	€ 142,800	Reimbursable
Explosives				
Torre Vedras	1000 SP with 1.5 kg per SP plus 3%	€ 5.54 per 500g Booster	With Booster € 17,118.60 Or With Seismic Booster € 17,613.00	Reimbursable
Aljubarrota	1000 SP with 1.5 kg per SP plus 3%	€ 5.70 per 500g Seismic booster	With Booster € 17,118.60 Or With Seismic Booster € 17,613.00	Reimbursable
Detonators				
Torre Vedras	1000 SP with two detonators per SP plus 3%	€ 3.94 per detonator	€ 4,058.20	Reimbursable
Aljubarrota	1000 SP with two detonators per SP plus 3%		€ 4,058.20	Reimbursable
Explosives, Transportation, Custody & Storage				
Torre Vedras		€ 180 per trip		Reimbursable
Aljubarrota		€ 300 per trip		Reimbursable

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Licensed loader / shooter	As required	€ 400 per day	As required	Reimbursable
PVP Monitoring	1 unit with operator	€ 100 per day	€ 39,000 based on three units working 130 days	Reimbursable
Other Services				
Upholes (per meter)		€ 40 per meter up to 50 m depth		Supplemental Price
		€ 62 per meter at depth more than 50 m		
LVL Survey (per station)		€ 700 per LVL		Supplemental Price
Gravity measurements & Magnetics measurements	Prospectiuni can provide detailed surface gravity & magnetics mapping. Price quotations are available upon detailed request			Supplemental Price
Data processing	Prospectiuni can provide fast track and final data processing. Price quotations are available upon request with detailed flow			Supplemental Price
Data interpretation	Prospectiuni can provide full Landmark and Kingdom based interpretation. Price quotations are available upon request			Supplemental Price

APPENDIX 4

Escrow Agreement

In progress now. By agreement of PROSPECTIUNI and COMPANY, this matter will be resolved after the contract is signed.