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THIS ADDENDUM TO THE PETROLEUM AGREEMENT, made this 20th day of February 2008 (the "Addendum")

By and between:

1. **The Government of the Republic of Sierra Leone** (hereinafter referred to as the "State"), represented by the Director-General of the Petroleum Resources Unit of the one part

and

2. **#8 Investments, Inc.** of 501 S Rancho Dr., Suite A-1, Las Vegas Nevada, USA (hereinafter referred to as the "Contractor") of the other part.

WHEREAS:

- A. A Petroleum Agreement dated 13th August 2003 (hereinafter referred to as the "Agreement") has been entered into by and between the State and the Contractor.
- B. The Agreement was terminated, by written notice dated 12th September 2007, by the Director-General Petroleum Resources Unit due to the failure to fulfill work program obligation
- C. Following discussions between the State and the Contractor, and having regard to the policy of the State to encourage investors, it has been decided to reinstate the Agreement with the Contractor subject to certain amendments and conditions as set out in this Addendum.
- D. According to Article 27.6 of the Agreement, the terms and conditions of the Agreement may be modified in writing and by mutual agreement between the parties.

NOW THEREFORE it is hereby agreed and declared as follows:

REINSTATEMENT

1. The Agreement is reinstated and shall be treated as remaining in full force and effect in accordance with its original terms and conditions save as modified by this Addendum Agreement. For the avoidance of doubt, the notice of termination dated 12th September 2007 shall be null and void.

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GEOGRAPHICAL COORDINATES



2. The lettering of the coordinate points set forth in Annex 1 to the Agreement shall be amended as follows:
- (i) the existing Point B shall become Point A;
 - (ii) the existing Point C shall become Point B;
 - (iii) the existing Point D shall become Point C; and
 - (iv) the existing Point A shall become Point D.

EXTENSION

- 3.1 Subject to Clause 3.2, the Initial Exploration Period is extended for 2 years with effect from 13th August 2006 to 12th August 2008.
- 3.2 Provided the acquisition of 3D seismic data is commenced prior to 12th August 2008, Contractor shall be entitled to a further extension of the Initial Extension Period of 1 year to 12th August 2009 to complete the acquisition, processing and interpretation of such 3D seismic.

MINIMUM EXPLORATION PROGRAM

- 4.1 Article 4.2(a) of the Agreement is amended to read as follows:
- (i) Initial Exploration Period: Commencing on the Effective Date and terminating on 12th August 2008.
 - (ii) Description of work: approximately 900 - 1,000 sq km of 3D Seismic to be acquired.
 - (iii) Minimum Expenditure: Contractor's minimum expenditure for the work in the Initial Exploration Period shall be US\$7,000,000.00 (Seven Million USD).
- 4.2 In consideration of the foregoing, the Contractor is released from the obligation to acquire 1,200 sq km of 2D seismic.
- 4.3 If the work program for the Initial Exploration Period is not commenced by the end of the extension of that period (as stated in Article 3.1 of this Addendum), the Agreement shall be terminated automatically with effect from 12th August 2008.


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BANK GUARANTEE

- 5.1 Subject as stated herein, Contractor shall deposit, or procure the deposit of, the sum of US\$500,000.00 (five hundred thousand US Dollars) in an escrow account to be opened in the joint names and subject to the joint signatures of the Contractor and the Petroleum Resources Unit:
- (i) the said escrow account shall be opened with a reputable bank in Sierra Leone and fully funded within thirty (30) days of the date of this Addendum;
 - (ii) the escrow account shall be released and the funds returned to the Contractor forthwith upon commencement of seismic acquisition as confirmed by the master of the vessel and the quality control operative appointed by the Petroleum Resources Unit on behalf of the State; and
 - (iii) the interest accrued on the escrow account shall be divided equally between the Petroleum Resources Unit and Contractor.

ASSIGNMENTS

- 6.1 Contractor shall submit the draft deeds of assignment and related information on its prospective assignees for approval of the Director-General in accordance with Article 25 of the Agreement.

AMENDMENTS TO THE AGREEMENT

- 7.1 Article 9.1(a) of the Agreement is amended to read as follows:

"The rate of Royalty for Oil Production from onshore and water depths less than 200m shall be 12% and Oil produced from water depths greater than 200m shall be 10% of the gross production of crude oil which shall be delivered to the State as ROYALTY pursuant to the provisions of the Petroleum Exploration and Production Act."

- 7.2 Article 11.1(i) Surface Rental is amended to read as follows:

"Phase of operation	Surface rentals Per annum
Initial Exploration Period	US\$30 per sq km
1 st Extension Period	US\$50 per sq km
2 nd Extension Period	US\$75 per sq km
Development and Production Area	US\$100 per sq km".

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