

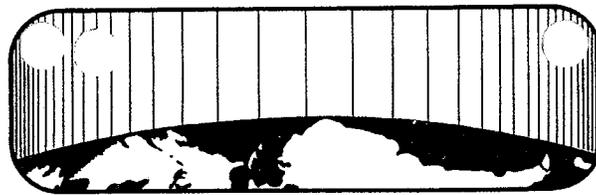
ARGENTINA PROSPECTS
CONTRACT AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into this 11th day of May, 2000, by and between DR. NORMAN E. HAIMILA for AURORA PROJECTS INTERNATIONAL, (hereinafter referred to as the "Disclosing Party") and, Chet Idzizek for Mintech Group (hereinafter referred to as the "Receiving Party").

1. In connection with the evaluation by the Receiving Party and the possible acquisition by the Receiving Party, or any of its Affiliates, as defined in Paragraph 4, of certain petroleum exploration and production rights held by the Government of Argentina or of any of the Provinces thereof or by any person contracting for hydrocarbon rights therewith ("Contractor") and containing prospects identified in Schedule "B" (each of which is hereinafter referred to as the "Prospect") with potential reserves of hydrocarbons, the location of which having been determined by the Disclosing Party, certain confidential information which is proprietary, relating to the Prospect which includes, but is not necessarily limited to geological and geophysical data, maps, models and interpretations and may also include commercial, contractual and financial information (hereinafter referred to as the "Confidential Information"). The Disclosing Party shall also, at the request of the Receiving Party, perform such services as are necessary in order to enable the Receiving Party to evaluate prospects in Argentina which have been identified by the Disclosing Party and each Party; shall be bound by Paragraphs 2,3,4,5 and 6, mutatis mutandis.
2. In consideration of the disclosure referred to in Paragraph 1 thereof, the Receiving Party agrees that the Confidential Information shall be kept strictly confidential and shall not be sold, traded, published, or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy, reproduction, or electronic scanning, without the Disclosing Party's prior written consent, except as provided in Paragraphs 3, 4, and 5 below.
3. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent such information:
 - (a) is already known to the Receiving Party as of the date of disclosure hereunder;

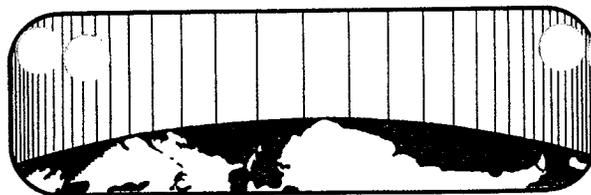


- (b) is already in possession of the public or becomes available to the public other than through the act or omission of the Receiving Party;
 - (c) is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall give written notice to the Disclosing Party prior to such disclosure); or
 - (d) is acquired independently from a third party that represents that it has the right to disseminate such information at the time it is acquired by the Receiving Party.
4. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent to an Affiliated Company (as hereinafter defined), provided that the Receiving Party guarantees the adherence of such Affiliated Company to the terms of this Agreement. "Affiliated Company" shall mean any company or legal entity which (a) controls either directly or indirectly a party, or (b) which is controlled directly or indirectly by such party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such party. "Control" means the right to exercise 50% or more of the voting rights in the appointment of the directors of such company.
5. The Receiving Party shall be entitled to disclose the Confidential Information without the Disclosing Party's prior written consent to such of the following persons who have a clear need to know in order to evaluate the Prospect:
- (a) employees, officers and directors of the Receiving Party;
 - (b) employees, officers and directors of an Affiliated Company;
 - (c) any professional consultant or agent retained by the Receiving Party for the purpose of evaluating the Confidential Information.
 - (d) any other person or company who becomes a participant with the Receiving Party, in the Prospect.



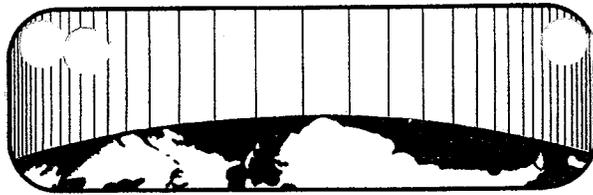
Prior to making any such disclosures to persons under subparagraphs (c) and (d) above, however, the Receiving Party shall obtain an undertaking of confidentiality, in the form and content substantially as in this Agreement, from each such person or company.

6. The Receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person.
7. If the Receiving Party declines to make application to the appropriate agencies of the Government of Argentina or any of the Provinces thereof, to acquire the petroleum exploration and production rights to the Prospects or to farm-in on an Operating Contract for the hydrocarbon rights therein, the confidentiality obligations set forth in this Agreement shall terminate three (3) years after the date of this Agreement and the Receiving Party shall take no other action to acquire the petroleum exploration and production rights to the Prospect within that same three (3) year period. Furthermore, the Confidential Information shall be returned to the Disclosing Party within ten (10) days of the execution of this Agreement.
8. If the Receiving Party elects to acquire or assigns to an Affilitate Company the right to acquire the petroleum exploration and production rights to the Prospect, the Disclosing Party may at the request of the Receiving Party perform such services as are necessary in order to enable the Receiving Party to evaluate the Prospect for a per diem rate in accordance with Schedule "A" attached hereto and made a part hereof; and subsequently if:
 - (a) the Receiving Party acquires the petroleum exploration and production rights to the Prospect, the Disclosing Party shall receive an Acquisition Fee also in accordance with Schedule "A"; and when:
 - (b) the Receiving Party is successful in discovering hydrocarbons within the Prospect, the Disclosing Party shall receive a Success Bonus in accordance with Schedule "A".



9. If the Receiving Party elects to acquire or assigns to an Affiliate Company the right to acquire the petroleum exploration and production rights to the Prospect it shall so notify the Disclosing Party in writing within 10 working days and shall make application to the appropriate agencies of the Government of Argentina or any of the Provinces thereof or the Contractor within one hundred twenty (120) days (which period may be extended at the request of the Receiving Party with the consent of the Disclosing Party) or otherwise the rights to the Prospect revert to the Disclosing Party. If the Prospect is currently unavailable for acquisition from the Government of Argentina or any of the Provinces thereof or the Contractor and the Consulting Fee assigned to the Prospect has met or exceeded the anticipated Acquisition Fee on the Prospect, the Receiving Party will have the rights to the Prospect for a period of three (3) years from the date of the notification in writing or until the Prospect becomes available, to the Public, for acquisition if less than three (3) years. Once the Prospect becomes available for acquisition if the period is less than three (3) years, the Receiving Party shall make application to the appropriate agencies of the Government of Argentina or any of the Provinces thereof or the Contractor within one hundred twenty (120) days or otherwise the rights to the Prospect revert to the Disclosing Party. While the Receiving Party is attempting to acquire the Prospect the Disclosing Party shall not offer or disclose it to any other person.

10. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. The Disclosing Party, however, makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder, and the Receiving Party expressly acknowledges the inherent risk of error in the acquisition processing and interpretation of geological and geophysical data. The Disclosing Party, its Affiliated Companies, their officers, directors and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party.

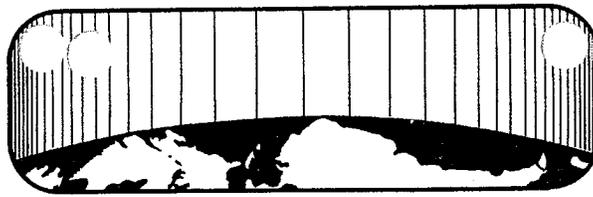


11. (a) This Agreement shall be governed by and interpreted in accordance with international standards and the laws of the province of British Columbia, Canada.
- (b) Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof shall be settled by a court of competent jurisdiction. The award of the court shall be final and binding upon the parties.
12. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.
13. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

DISCLOSING PARTY

RECEIVING PARTY



SCHEDULE "A"

CONSULTING FEE - DR. NORMAN E. HAIMILA representing the Disclosing Party will be retained to act as geological consultant to assist in the acquisition and exploration of one or more hydrocarbon plays or prospects located in Argentina at a per diem rate of \$500.00 USD.

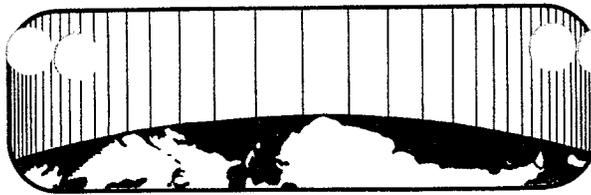
ACQUISITION FEE - Each Prospect or Property acquired will entitle the Disclosing Party to receive a sum of USD \$10000 less any accrued value of CONSULTING FEES assigned to that Prospect or Property up to and including that same USD \$10000. The accrued CONSULTING FEE, however may exceed the USD \$10000 ACQUISITION FEE.

SUCCESS BONUS - The SUCCESS BONUS may take the form of either of the following two (2) options:

Option I - In the event of a successful discovery on the Prospects disclosed by the Disclosing Party, the Disclosing Party earns a 1.0% GROSS OVERRIDING ROYALTY INTEREST (GORRI) on all products including the hydrocarbon produced from those Prospects; or

Option II - On a successful discovery on the Property disclosed by the Disclosing Party, the Disclosing Party earns 0.50% of the GROSS VALUE OF THE NON-GOVERNMENT SHARE of the anticipated recoverable hydrocarbons (ESTIMATED ULTIMATE RECOVERABLE [EUR]) as determined by a mutually agreed upon independent evaluation and payable at the first production.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be the initials 'N.E.H.' followed by a flourish.



SCHEDULE "B"

NEUQUEN PROSPECTS

- I Mulichinco Prospect
- II Los Molles Prospects
- III Tordillo and Quintuco Pinch-out Play
- IV Tordillo and Quintuco Arch Play

OTHER BASIN PROSPECTS

- I Cuyana Prospect
- II Faja Subandina Prospect
- III Tierra Del Fuego Prospects
 - (a) Structural Extension
 - (b) Arch Onlap
- IV Golfo San Jorge Basin Margin Plays
- V Northern Argentina Chaco Plays
 - (a) Combined Structural-Stratigraphic Plays
 - (b) Pinch-out Plays