No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.

These securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") or any state securities laws. Accordingly, the securities may not be offered or sold in the United States or to U.S. persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available. This short form prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the securities offered hereby within the United States. See "Private Placement and Plan of Distribution".

Information has been incorporated by reference in this short form prospectus from documents filed with securities regulatory authorities in Canada. *Copies of the documents incorporated herein by reference may be obtained on request without charge from the Secretary of Ivanhoe Energy Inc. at Suite 654, 999 Canada Place, Vancouver, B.C. V6C 3E1 (telephone (604) 688-8323).*

Short Form Prospectus
dated July 25, 2003

New Issue

IVANHOE ENERGY INC.

U.S.$3,000,000

3,000,000 Common Shares and
3,000,000 Share Purchase Warrants
to be issued upon the exercise of
3,000,000 Special Warrants

This short form prospectus qualifies for distribution 3,000,000 common shares ("Common Shares") and 3,000,000 share purchase warrants ("Purchase Warrants") of Ivanhoe Energy Inc. ("Ivanhoe" or the "Company") to be issued upon the exercise of 3,000,000 special warrants (the "Special Warrants") of Ivanhoe. The Special Warrants were issued at a price of U.S.$1.00 per Special Warrant on July 3, 2003 pursuant to a subscription agreement (the "Subscription Agreement") between Ivanhoe and an institutional investor (the "Purchaser"). The price of the Special Warrants was determined by negotiation between Ivanhoe and the Purchaser. Ivanhoe sold the Special Warrants directly to the Purchaser without use of an agent or underwriter pursuant to registration and prospectus exemptions under applicable securities legislation. No underwriter has been involved in the preparation of, or has reviewed, the contents of this short form prospectus.

Subject to adjustment, each Special Warrant entitles the holder thereof to acquire one (1) Common Share and one (1) Purchase Warrant, at no additional cost, at any time until 5:00 p.m. (Vancouver time) on the fifth business day after the earlier of (i) the date of issuance of a receipt for this prospectus by the British Columbia Securities Commission (the "Filing Province"); and (ii) November 4, 2003 (the "Expiry Time"). Any Special Warrants not exercised prior to the Expiry Time will be deemed to have been exercised immediately prior to the Expiry Time without any further action on the part of the holder.

Ivanhoe paid a fee of US$90,000 to Granite Financial Group, Inc. for introducing Ivanhoe to the Purchaser but otherwise paid no fees or commissions in connection with this offering (the "Offering"), nor will any fees or commissions be payable by Ivanhoe in connection with the issuance of the Common Shares and Purchase Warrants on the exercise of the Special Warrants. The expenses of the Offering, including the cost of preparation of this prospectus, will be borne by Ivanhoe. See "Private Placement and Plan of Distribution".

The Purchaser has represented and warranted in the Subscription Agreement that it is acquiring the Special Warrants and the underlying Common Shares and Purchase Warrants for investment purposes only and not with a view to immediate resale or distribution. Ivanhoe has no reason to believe that the Purchaser has any different investment intent than that represented in the Subscription Agreement.

The Common Shares are traded on the Toronto Stock Exchange ("TSX") under the symbol "IE" and the NASDAQ National Market under the symbol "IVAN". The price of the Common Shares as reported by TSX at the close of business on July 24, 2003 was Cdn.$1.20 (approximately U.S.$0.86) per Common Share.

In this short form prospectus, all references to "U.S.$" are to United States dollars and all references to "Cdn.$" are to Canadian dollars.

TABLE OF CONTENTS

DOCUMENTS INCORPORATED BY REFERENCE

The following documents of Ivanhoe, filed with securities commissions or similar authorities in Canada, are specifically incorporated by reference into, and form an integral part of, this short form prospectus:

1. Annual Report dated March 17, 2003 on Form 10-K for the year ended December 31, 2002, filed with securities commissions or similar regulatory authorities in Canada in lieu of an annual information form, including the management's discussion and analysis of financial condition and results of operations for the financial year ended December 31, 2002 incorporated therein (the "AIF");

2. comparative consolidated financial statements of Ivanhoe for the years ended December 31, 2002 and 2001, together with the notes thereto and the auditors' report thereon;

3. comparative unaudited consolidated interim financial statements of Ivanhoe for the three month periods ended March 31, 2003 and 2002, together with management's discussion and analysis of financial condition and results of operation for such periods;

4. Management Information Circular dated May 14, 2003 prepared in connection with Ivanhoe's annual meeting of shareholders held June 19, 2003 excluding the report on executive compensation, the performance graph and the statement of corporate governance practices; and

5. Material Change Report dated May 29, 2003 respecting the termination of negotiations between Ivanhoe and Qatar Petroleum for an agreement to develop a block in Qatar's North Field to produce natural gas liquids and gas to liquid products.

Any documents of the type referred to in the preceding paragraph, interim financial statements and any material change reports (excluding confidential reports) filed by Ivanhoe with the securities commissions or similar authorities in Canada subsequent to the date of this short form prospectus and prior to the termination of the Offering shall be deemed to be incorporated by reference in this short form prospectus.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this short form prospectus, to the extent that a statement contained herein or in any subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or replaces such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed in its unmodified or superseded form to constitute a part of this short form prospectus.

Information has been incorporated by reference in this short form prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Secretary of Ivanhoe, Suite 654, 999 Canada Place, Vancouver, B.C., V6C 3E1 (telephone (604) 688-8323).

NAME AND INCORPORATION

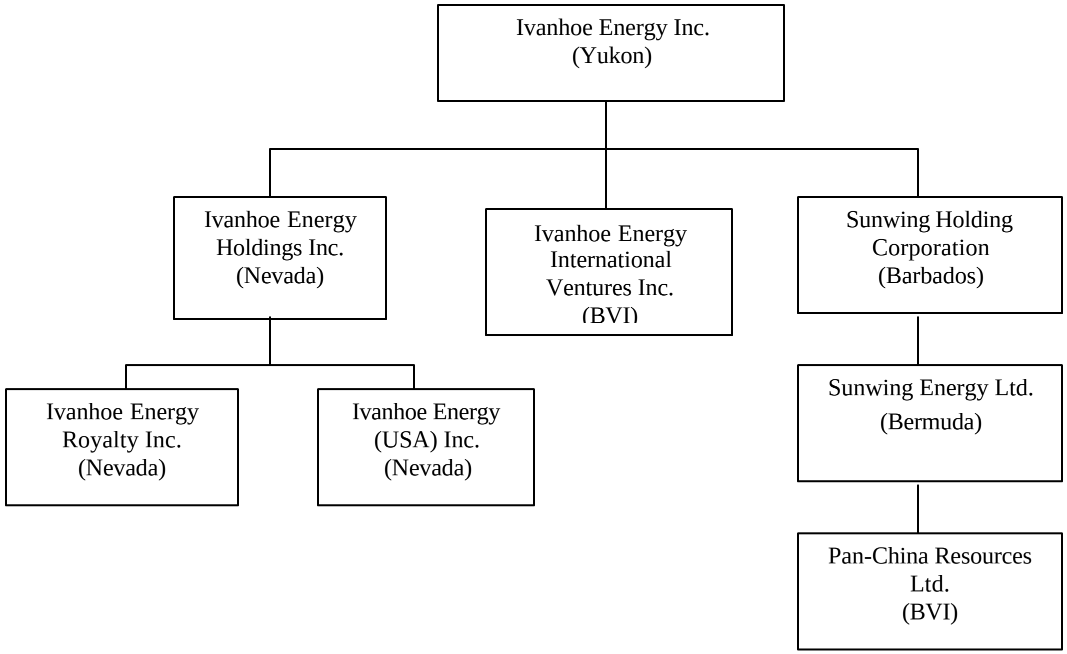
In February 1995, Ivanhoe was incorporated under the *Business Corporations Act* (Yukon) under the name 888 China Holdings Limited. On June 3, 1996, Ivanhoe changed its name to Black Sea Energy Ltd. In June 1999, Ivanhoe changed its name to Ivanhoe Energy Inc. Ivanhoe's authorized capital consists of an unlimited number of common shares without par value and an unlimited number of preferred shares without par value.

Ivanhoe's principal executive offices are located at Suite 654, 999 Canada Place, Vancouver, B.C. V6C 3E1. The Company's registered office is located at Suite 300, 204 Black Street, Whitehorse, Yukon, Canada, Y1A 2M9.

Subsidiaries and Management Structure

The corporate structure of Ivanhoe, its active subsidiaries, the percentage ownership in subsidiaries which are not wholly-owned by Ivanhoe and the jurisdiction of incorporation of such corporations as at the date of this short form prospectus are set out in the following chart.

IVANHOE ENERGY INC.
Organization Chart



Note:

“BVI” means British Virgin Islands
all subsidiaries are 100% owned

SUMMARY
DESCRIPTION OF BUSINESS

Ivanhoe is an international energy company engaged in conventional exploration and production, enhanced oil recovery projects and the development of gas-to-liquids projects. Ivanhoe's short-term objective is to focus on areas where production can be achieved quickly and efficiently to create cash flow to fund operations and allow it to pursue its medium and long-term objectives. To date, Ivanhoe has established production in the Spraberry Trend of West Texas and at South Midway Sunset in the San Joaquin Basin of California. The Company's wholly-owned subsidiary, Sunwing Energy Ltd. ("Sunwing") has also established production at its Dagang project in China as part of its completed pilot-test program.

During the second quarter of 2003, the Company commenced an expansion program at the South Midway Sunset field. Ivanhoe is the operator of the South Midway Sunset field, with a 100% working interest and a 93% net revenue interest. The program calls for drilling 30 new oil wells and upgrading surface transmission and steam injection facilities. In addition to drilling new wells, Ivanhoe is evaluating the potential for production gains that may be achieved by switching to a continuous steam application process from the current cyclic application process. The expansion program is designed to extend the field to the south, where Ivanhoe has an acreage position covering the entire planned expansion area. To date, five new producing wells have been drilled and steaming operations have been applied. The expansion program is being funded from a U.S.$5 million revolving credit facility from a major U.S. bank.

Ivanhoe's medium term strategy involves natural gas exploration, principally in the San Joaquin Basin of California. In 1998, Ivanhoe acquired exploration rights through an agreement (the "Aera Exploration Agreement") with Aera Energy, LLC ("Aera"). The Aera Exploration Agreement gave Ivanhoe access to a significant inventory of exploration, seismic and technical data for the purpose of identifying drillable prospects, primarily beneath existing oil fields in the San Joaquin Basin, and certain rights to participate with Aera in the development of the identified drillable prospects.

In August 2001, Ivanhoe and Aera spud a deep gas exploration well in the Northwest Lost Hills area of the San Joaquin Basin pursuant to a joint operating agreement (the "Joint Operating Agreement"). The well was designed to evaluate the natural gas and condensate reserve potential of the deep Temblor formation and reach a depth of approximately 20,000 feet. This objective was achieved in August 2002 after substantial delays and cost overruns resulting from difficult drilling conditions. Several high-pressure intervals indicating the presence of natural gas were encountered during drilling. However, Aera and Ivanhoe want to add one or more partners to share the costs of the testing program before continuing to test the well. In the meantime, the parties have elected to temporarily abandon the well so the drill rig can be removed and holding costs reduced. Until it is tested, the well's commercial potential, if any, cannot be determined.

Ivanhoe and Aera are in a dispute concerning certain costs incurred during the drilling of the well. Ivanhoe's position is that U.S.$7.4 million in gross cost overruns incurred by Aera in its capacity as the operator of the well were not previously approved by Ivanhoe under the terms of the Joint Operating Agreement. Aera's position is that Ivanhoe is in breach of the Joint Operating Agreement for failing to pay its share of the disputed cost overruns. Aera has initiated arbitration proceedings with the American Arbitration Association. These proceedings are suspended pending an attempt by the parties to negotiate a settlement of the dispute. If negotiations fail, the matter will be referred to arbitrators for binding arbitration.

Sunwing continues to pursue enhanced oil recovery initiatives and larger natural gas project opportunities in China. Sunwing's producing asset in China is a 20-year production-sharing contract covering an area of 22,400 gross acres divided into six blocks in the Kongnan oilfield in Dagang, Hebei Province, China (the "Dagang Project"). Under the contract, Sunwing operates the project and funds 100% of the development costs to earn 82% of the net revenue from oil production until cost recovery, at which time Sunwing's entitlement reverts to 49%. In May 2003, Sunwing's Overall Development Program for the Dagang Project was approved by Chinese regulatory authorities. The Plan contemplates expenditures of approximately U.S.$185 million over a three-year period and will involve drilling 115 new wells and reworking an additional 29 of the 82 existing wells.

Sunwing also holds a production-sharing contract covering an area of approximately 900,000 gross acres divided into two blocks in the Sichuan Basin approximately 930 miles southwest of Beijing (the "Zitong Project"). Under the contract Sunwing has agreed to conduct an exploration program on the Zitong blocks consisting of two phases, each three years in length. During the first phase, Sunwing must incur minimum expenditures of U.S.$18 million and additional expenditures of at least U.S.$16 million during the second phase.

Sunwing is a party to an alliance agreement with CITIC Energy to seek out and develop oil and gas projects in China and around the world. CITIC Energy is a subsidiary of China International Trust & Investment Corporation, a major Chinese state-owned, multi-industry enterprise. Under the agreement, CITIC will assist Sunwing in raising its profile in Asian capital markets and gaining access to future financing opportunities. CITIC Energy will also assist Sunwing in its efforts to obtain a production-sharing contract covering the Yudong Block in Sichuan Province. Should such a contract be obtained, Sunwing and CITIC will jointly participate on a 70/30 basis. Within 180 days thereafter, either party can elect to convert CITIC's 30% project interest into a 20% equity interest in Sunwing. In turn, Sunwing will assist CITIC in identifying and acquiring interests in international oil and gas development projects and in introducing "gas-to-liquids" ("GTL") and other advanced technologies to China's domestic oil and gas industry.

The Company's long-term objective is to become a leader in the development of GTL projects. Ivanhoe foresees rapidly increasing future demand for clean energy as environmental regulations become more stringent and the world's crude oil becomes more sour and heavy. Ivanhoe believes that the proprietary GTL technology it licenses from Syntroleum Corporation ("Syntroleum") holds significant potential for the economic production of synthetic fuels and other specialty petroleum products from stranded natural gas deposits throughout the world, which would otherwise be uneconomic to exploit. Although there are several competing GTL technologies under development, Ivanhoe believes that the Syntroleum technology offers several key advantages. Plant construction is less expensive and the plant is safer to operate because, unlike competing technologies, it uses compressed air rather than oxygen.

With its master license to use Syntroleum's proprietary GTL technology, Ivanhoe is currently pursuing several opportunities throughout the world to obtain rights to stranded natural gas deposits to use as feedstock for gas-to-liquids projects. In May 2003, Ivanhoe's advanced negotiations with Qatar Petroleum and the Qatari government to construct and operate a major GTL production facility in Qatar terminated without an agreement being reached. Ivanhoe plans to write off approximately U.S.$3.3 million of expenditures incurred in connection with these negotiations.

Ivanhoe and Syntroleum have agreed to cooperate more closely on the identification and development of GTL project opportunities. Certain territorial restrictions to Ivanhoe's master license of Syntroleum's proprietary GTL technology are to be removed, which will enable Ivanhoe to pursue GTL project opportunities worldwide. Syntroleum has also agreed that, in respect of GTL projects in which both companies participate, no additional license fees or royalties will be payable and that Syntroleum will also contribute to any such project the right to manufacture specialty and lubricant products. Ivanhoe and Syntroleum each have the right to pursue GTL projects independently, but Ivanhoe would be required to pay the normal license fees and royalties to Syntroleum in respect of any GTL projects Ivanhoe pursues independently.

On July 22, 2003, Ivanhoe announced its participation in a commercialization study for the development of a 90,000 barrel-per-day GTL plant in Bolivia. The study will include an analysis of alternative plant sites, transportation logistics and screening economics.

For a description of Ivanhoe's business and properties, see Items 1 and 2 on pages 4 through 16 of Ivanhoe's AIF, which is incorporated by reference in this short form prospectus.

DESCRIPTION OF SHARE CAPITAL

The authorized share capital of Ivanhoe consists of an unlimited number of Common Shares without par value and an unlimited number of preferred shares without par value ("Preferred Shares"). As of the date of this prospectus, there are 147,043,527 Common Shares and no Preferred Shares issued and outstanding. Rights and restrictions in respect of the Common Shares and the Preferred Shares are set out in Ivanhoe's articles of incorporation and in the *Business Corporations Act* (Yukon) (the "YBCA"), and its regulations, Ivanhoe's governing statute.

The holders of Common Shares are entitled to one vote per Common Share at all meetings of shareholders, to receive dividends as and when declared by the directors, and to receive a pro rata share of the remaining property and assets of the Company in the event of liquidation, dissolution or winding up. The Common Shares have no pre-emptive, redemption, purchase or conversion rights. There are no sinking fund provisions in relation to the Common Shares and they are not liable to further calls or to assessment by the Company. The YBCA provides that the rights and provisions attached to any class of shares may not be modified, amended or varied unless consented to by special resolution passed by a majority of not less than 2/3 of the votes cast in person or by proxy by holders of shares of that class.

The Preferred Shares as a class rank senior to the Common Shares as to the payment of dividends and the distribution of property and assets on the liquidation, dissolution or winding-up of the Company. Holders of Preferred Shares are not entitled to any voting rights as a class except as may be provided under the YBCA and except that the directors of the Company are empowered to attach to any series voting rights relating to the election of directors on a default in payment of dividends.

Preferred Shares are issuable in one or more series, each consisting of such number of Preferred Shares as may be fixed by the Company's directors. The Company's directors may from time to time, by resolution passed before the issue of any Preferred Shares of a particular series, alter the constating documents of the Company to determine the designation of the Preferred Shares of that series and to fix the number of Preferred Shares therein and alter the constating documents to create, define and attach special rights and restrictions to the preference shares of that series, including, without limitation, the following: (i) the nature, rate or amount of dividends and the dates, places and currencies of payment thereof; (ii) the consideration for, and the terms and conditions of, any purchase of the Preferred Shares for cancellation or redemption; (iii) conversion or exchange rights; and (iv) the terms and conditions of any share purchase plan or sinking fund.

DESCRIPTION OF PURCHASE WARRANTS

The Purchase Warrants issuable upon the exercise or deemed exercise of the Special Warrants will be issued in registered form under a warrant indenture (the "Purchase Warrant Indenture") between the Company and CIBC Mellon Trust Company, in its capacity as the warrant trustee. The principal office of CIBC Mellon Trust Company in Vancouver, British Columbia will be the location at which the Purchase Warrants may be surrendered for exercise, transfer or exchange. The Purchase Warrant Indenture will, among other things, include provisions for the appropriate adjustment in the class, number and price of the Common Shares to be issued upon exercise of the Purchase Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Common Shares, the payment of stock dividends or an amalgamation.

The Common Shares underlying the Purchase Warrants, when issued upon exercise of the Purchase Warrants, will be fully paid and non-assessable. The Company is not required to issue fractional Common Shares upon the exercise of Purchase Warrants and a holder of Purchase Warrants may not exercise less than two Purchase Warrants at any time. A holder of Purchase Warrants will not possess any rights as a shareholder of the Company until he or she exercises the Purchase Warrants and acquires Common Shares.

Purchase Warrants may be exercised upon surrender of the warrant certificate on or before the expiry date of the Purchase Warrants at the principal office of CIBC Mellon Trust Company in Vancouver, British Columbia, with the exercise form found on the back of the warrant certificate completed and executed as indicated, accompanied by payment of the exercise price (by money order, wire transfer, bank draft or certified cheque payable to the order of "Ivanhoe Energy Inc.") for the number of Common Shares with respect to which the Purchase Warrants are being exercised.

The foregoing discussion of the material terms and provisions of the Purchase Warrants is qualified in its entirety by reference to the detailed provisions of the Purchase Warrant Indenture, a copy of which may be obtained by contacting the Company.

PRIVATE PLACEMENT AND PLAN OF DISTRIBUTION

The Special Warrants were issued pursuant to the Subscription Agreements at a price of U.S.$1.00 per Special Warrant (the "Subscription Price"). The price of the Special Warrants was determined by negotiation between Ivanhoe and the Purchaser. Ivanhoe sold the Special Warrants directly to the Purchaser without use of an agent or underwriter pursuant to registration and prospectus exemptions under applicable securities legislation. Ivanhoe paid a fee of US$90,000 to Granite Financial Group, Inc. for introducing Ivanhoe to the Purchaser but otherwise paid no fees or commissions in connection with the Offering. No fees or commissions will be payable by Ivanhoe in connection with the issuance of the Common Shares and Purchase Warrants on the exercise of the Special Warrants. The expenses of the Offering, including the cost of preparation of this prospectus, will be borne by Ivanhoe. Ivanhoe will not receive any proceeds upon exercise of the Special Warrants.

Each Special Warrant entitles the holder to acquire, without any additional payment, one (1) Common Share and one (1) Purchase Warrant. Two Purchase Warrants are exercisable to purchase an additional Common Share at a price of U.S.$1.00 until July 3, 2004 and at a price of U.S.$1.10 until July 3, 2005.

The Special Warrants may be exchanged or exercised at any time after their issuance, subject to the terms and conditions of a special warrant indenture dated July 3, 2003 (the "Special Warrant Indenture") between

Ivanhoe and CIBC Mellon Trust Company, and will be deemed to be exercised on the fifth business day following the earlier of: (i) the day on which a receipt has been issued for a final prospectus qualifying the issuance of the Common Shares and Purchase Warrants issuable upon exercise of the Special Warrants by the British Columbia Securities Commission; and (ii) the Expiry Time.

This prospectus is being filed in the Filing Province to qualify the distribution of the Common Shares and Purchase Warrants to be issued upon the exercise of the Special Warrants. Common Shares and Purchase Warrants issued to holders of Special Warrants before a final receipt for this prospectus has been issued by the British Columbia Securities Commission may be subject to resale restrictions under applicable securities legislation.

The TSX has approved for listing the Common Shares issuable upon the exercise of the Special Warrants and the Common Shares issuable upon the exercise, if any, of the Purchase Warrants.

The Special Warrants, the Common Shares and Purchase Warrants issuable upon exercise of the Special Warrants and the Common Shares issuable upon the exercise, if any, of the Purchase Warrants have not been registered under the United States Securities Act of 1933 (the "U.S. Securities Act") or any state securities laws and may not be offered or sold or otherwise transferred in the United States to any U.S. Person (as defined in Regulation S under the U.S. Securities Act) and may not be sold in the United States or to U.S. Persons except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws. Ivanhoe has no plans to register the Common Shares and Purchase Warrants issuable upon exercise of the Special Warrants nor the Common Shares issuable upon the exercise of the Purchase Warrants under the U.S. Securities Act.

The Special Warrant Indenture provides that the Special Warrants may not be exercised in the United States or by or on behalf of a U.S. Person and certificates for Common Shares and Purchase Warrants will not be delivered to an address in the United States. The Purchase Warrant Indenture provides that the Purchase Warrants may not be offered, sold or otherwise transferred to persons in the United States or U.S. Persons and may not be exercised in the United States or by or on behalf of a U.S. Person and certificates for Common Shares issuable on the exercise of Purchase Warrants will not be delivered to an address in the United States, without an opinion of counsel satisfactory to the Company that such Common Shares have been registered under the U.S. Securities Act and applicable state securities laws or that exemptions from registration are available.

USE OF PROCEEDS

The aggregate net proceeds received by Ivanhoe from the sale of the Special Warrants pursuant to the Offering was U.S.$2,860,000 after payment of expenses of the Offering estimated to be approximately U.S. $140,000, including a U.S.$90,000 fee to Granite Financial Corp. Ivanhoe plans to use the net proceeds of the Offering to fund its ongoing operations in the San Joaquin Basin and for general working capital purposes.

Pending expenditure, Ivanhoe will invest the proceeds in short term money market instruments or treasury bills.

RISK FACTORS

Investment in securities of Ivanhoe involves a significant degree of risk and should be considered speculative due to the nature of Ivanhoe's business and the present stage of its development. See "Risk

Factors" on pages 10 through 14 of Ivanhoe's AIF, which is incorporated by reference in this short form prospectus.

AUDITORS, TRANSFER AGENT AND REGISTRAR

The auditors of Ivanhoe are Deloitte & Touche LLP, Chartered Accountants, Calgary, Alberta. The registrar and transfer agent for the Common Shares in Canada is CIBC Mellon Trust Corporation at its principal offices in Vancouver.

LEGAL MATTERS

Certain Canadian legal matters in connection with this Offering will be passed upon by Goodmans on behalf of Ivanhoe. As at the date hereof, the partners and associates of Goodmans, as a group, beneficially own directly or indirectly less than one percent of the outstanding Common Shares.

PURCHASERS' STATUTORY RIGHTS

Securities legislation in British Columbia provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment thereto. In British Columbia, securities legislation further provides a purchaser with remedies for rescission or damages where the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by British Columbia securities legislation. Purchasers should refer to the applicable provisions of British Columbia securities legislation for the particulars of these rights or consult with a legal adviser.

CONTRACTUAL RIGHTS OF ACTION FOR RECISSION

In the event that a holder of a Special Warrant who acquires a Common Share and a Purchase Warrant upon the exercise of the Special Warrant as provided for in this prospectus, is or becomes entitled under applicable legislation to the remedy of recission by reason of this prospectus or any amendment thereto containing a misrepresentation, the holder will be entitled to recission not only of the holder's exercise of their Special Warrant but also of the private placement transaction pursuant to which the Special Warrant was initially acquired and shall be entitled, in connection with such recission, to a full refund of all consideration paid on the acquisition of the Special Warrant. In the event the holder is a permitted assignee of the interest of the original Special Warrant subscriber, that permitted assignee shall be entitled to exercise the rights of recission and refund granted hereunder as if the permitted assignee was the original subscriber. The foregoing is in addition to any other right or remedy available to a holder of a Special Warrant under section 131 of the *Securities Act* (British Columbia) or otherwise at law.

CERTIFICATE OF IVANHOE ENERGY INC.

Dated: July 25, 2003

The foregoing, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities being offered by this short form prospectus as required by the securities laws of the Province of British Columbia.

(Signed) E. Leon Daniel
President and Chief Executive Officer

(Signed) John O'Keefe
Executive Vice President and
Chief Financial Officer

On behalf of the Board of Directors

(Signed) David Martin
Director

(Signed) R. Edward Flood
Director