ARCHER PETROLEUM CORP.

&

ABL ENERGY PARTNERS LLC

MANAGEMENT SERVICE AGREEMENT

January 1, 2010

THIS AGREEMENT made as of the 1st day of January, 2010

BETWEEN:

AGROTECH GREENHOUSES INC. (to be renamed "Archer Petroleum Corp.)., incorporated under the laws of British Columbia, (hereinafter called "**Archer**")

-and-

ABL ENERGY PARTNERS LLC, incorporated under the laws of Texas, (hereinafter called "**ABL**")

WHEREAS ABL carries on the business of providing certain oil & gas managerial, operational, technical and support services;

AND WHEREAS Archer desires to retain the services of ABL to provide oil & gas managerial, operational, technical and support services to Archer, all upon the terms and provisions, and subject to the conditions set forth in this Agreement;

AND WHEREAS Archer desires to from time to time, upon Archer's sole discretion, acquire an oil and gas project, including transactions, acquisitions, land prospects etc, (collectively, the "Project"), defined by an area to be mutually agreed upon by ABL and Archer ("Project Area"), through the services of ABL;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Provision of Services

ABL shall, while this Agreement is in effect, provide Archer with such services and facilities (the "**Services**") as Archer may reasonably require from ABL. The Services shall include, but shall not be limited to, such assistance with the following as may from time to time be agreed between the parties and in connection with Archer's Projects:

(a) General operational management services;

(b) General business development services;

(c) Assistance with equity and debt financing activities; and

(d) Such other Services and support as Archer may from time to time reasonably request and is mutually agreed upon.

ABL will report to the President or any other officer of Archer as is determined from time to time by Archer.

2. <u>Compensation</u>

In consideration of the Services to be provided by ABL and upon closing of the first Project, Archer shall compensate ABL a monthly fee of US$8,000 per month for the first three months in which this Agreement is in effect, and thereafter a monthly fee to be mutually agreed upon at the end of each calendar quarter (beginning with the quarter ending March 31, 2010) by ABL and Archer with a view to adjusting the monthly fee either higher or lower based on the level of activity being carried on for Archer by ABL at such time (the "**Monthly Fees**").

3. <u>Over Riding Royalty Interest ("ORRI") and Finder's Fee</u>

If Archer acquires or accepts any Project through the services of ABL, upon any acquisition of mineral acreage, wellbores or any other oil and gas asset within a Project Area, Archer shall immediately assign or cause to be assigned an ORRI to ABL or any party or any parties named by ABL (the "Reserved ORRI").

The Reserved ORRI shall be mutually agreed upon by ABL and Archer upon Archer's acquiring any such Project and shall be commercially reasonable in the context of such Project. The reserved ORRI shall be free of all post production costs and expenses, and shall be paid to ABL without any deductions whatsoever, except applicable taxes.

In addition, Archer shall pay ABL a finder's fee equal to the maximum amount payable based on the initial obligation of Archer in accordance with the policies of the TSX Venture Exchange, payable in either cash or shares at ABL's option.

4. <u>Consultants</u>

(a) ABL and Archer acknowledge that, in order to provide the Services, ABL may require the assistance of external consultants (the "**Consultants**"). Archer acknowledges that ABL will exercise its discretion, acting reasonably, in determining whether ABL requires the assistance of Consultants in order to provide the Services.

(b) Prior to engaging the Consultants, ABL will provide to Archer a written summary of the Services to be performed by the Consultants and an estimate of the fees and expenses of such Consultants (the "**Fee Estimate**"). Archer will, within five (5) business days of receipt of the Fee Estimate, respond to ABL in writing and either approve or disapprove of the Fee Estimate and:

(i) if Archer approves the Fee Estimate, ABL will be authorized to engage the Consultants to provide the Services set out in the Fee Estimate. All costs and expenses incurred by ABL in connection with the retaining of the Consultants, including those listed in the Fee Estimate (the "**Consultant Fees**"), will be billed to Archer. Archer hereby undertakes to reimburse ABL for all Consultant Fees incurred by ABL, such reimbursement shall be payable within thirty (30) days of receipt by Archer of an invoice from ABL in respect of the Consultant Fees; and

(ii) if Archer does not approve the Fee Estimate, then ABL will not engage the Consultants and ABL will be under no further obligation to provide the Services described in the Fee Estimate to Archer. In such event, ABL may, with Archer consent, obtain additional Fee Estimates from other Consultants who may provide the Services described in the Fee Estimate, but shall be under no obligation to do so.

5. Business Goals

Subject to the provisions of Paragraph 2, ABL hereby covenants and agrees with Archer that it shall provide the Services with a view to assisting Archer to meet its business goals and objectives as an oil and gas exploration and development company.

6. Expenses

ABL may charge Archer, from time to time, additional amounts on an actual cost recovery basis for necessary and reasonable expenses not included in the amounts set forth in Paragraph 2, but incurred by ABL or its affiliates (consultants or contractors), as the case may be, from the effective date of this Agreement; provided however, that all individual expenses in excess of US $10,000 shall be pre-approved in writing by Archer. Archer shall review in good faith any invoices for such additional amounts.

7. Term of Service

This Agreement shall continue for a period of two (2) years, commencing on January 1, 2010 (the "**Term**"). Upon the completion of the Term, this Agreement shall automatically and perpetually renew for consecutive periods of one (1) year (each such new one (1) year period, an "**Additional Term**"), unless not less than 60 days prior to expiry of the Term or Additional Term, as the case may be, either Archer or ABL has given written notice to the other that it does not wish to extend, or further extend, this Agreement.

Notwithstanding the above, ABL shall have the right to terminate this Agreement immediately for non-payment and Archer shall have the right to terminate this Agreement immediately for breach or non-performance by ABL.

8. Notice

Any and all notices, consents, instructions and other communications which are required or permitted to be given hereunder or made by one party hereto to the other party hereto shall be in writing and given as follows: (a) by personal delivery; (b) by first-class mail (postage prepaid); (c) by facsimile; (d) by email; or (e) by overnight delivery by a recognized express courier company (all costs prepaid).

9. Non-Exclusive

Archer acknowledges and agrees that ABL intends to provide services to other parties (the "**Competitors**") not mentioned herein, and that certain of those parties may also be considered to be competitors of Archer engaged in the oil and gas business, including exploration and development. Archer hereby waives its right to any claims that Archer has now or may have in the future against ABL with respect to ABL providing services to the Competitors, provided that ABL acts in good faith with respect to providing the Services to Archer herein. Archer specifically acknowledges that without this waiver of existing and future rights, ABL would not agree to enter into this Services agreement with Archer.

10. Confidential Information

ABL acknowledges and agrees that all information relating to geoscience, engineering, land data and the business and affairs of Archer obtained by ABL in the performance of this Agreement is confidential and proprietary to Archer (the "**Confidential Information**") and shall be held in confidence by ABL during the term of this Agreement and for a period of one year immediately following the termination of this Agreement for any reason. ABL confirms that it is aware that the Confidential Information is confidential and proprietary and will take reasonable precautions to maintain such confidentiality. ABL further agrees not to disclose in any manner the Confidential Information to any third party without the express written consent of Archer, unless such information is generally available to the public or is established to be in the public domain. Notwithstanding the preceding sentence, ABL may disclose the Confidential Information only to those directors, officers, employees and consultants who need to know the confidential Information for the purpose of providing the Services and who are bound by contract to keep such Confidential Information confidential. Additionally ABL may disclose information if it is required to do so under regulations of governing stock exchange or other governing laws.

11. Disputes

Any and all disputes, claims or controversies arising out of this Agreement (a "**Dispute**") shall be resolved by the use of the following procedure:

(a) Promptly after notice of a Dispute is given by either party to the other, a meeting of the parties shall be held in Vancouver, British Columbia, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution to the Dispute.

(b) If, within thirty (30) days after the commencement of the meeting referred in Subparagraph (a) above, the parties have not succeeded in negotiating a resolution to the Dispute, the parties agree to submit the Dispute to mediation and to bear equally the cost of such mediation. The parties will, acting reasonably, attempt to jointly appoint a mutually acceptable mediator,; provided that, if they cannot so mutually agree within 14 days following the day on which the parties agreed to submit the Dispute to mediation, each party shall promptly appoint one mediator and both mediators shall appoint a third mediator. The parties agree to participate in good faith in the mediation for a period of thirty (30) days from the date on which a mediator or mediators are appointed. The place of mediation shall be Vancouver, Canada.

(c) If the parties are not successful in resolving the Dispute through the dispute resolution mechanisms provided for in Subparagraphs (a) or (b) above, then each party shall be at liberty to resort to litigation or other legal process to resolve the Dispute.

12. Agreement Only

This is an Agreement only and does not purport to transfer from one party to another any items of property, either tangible or intangible and all parties shall continue to own, hold, completely control and remain in custody of all items of property to which they are now or in the future entitled without respect to how such properties or the values thereof were created or enhanced.

ABL is not authorized to bind Archer to any agreement or obligation.

This Agreement is conditional upon TSX Exchange approval.

13. Discretion of Officers and Directors

It is hereby understood and agreed that nothing herein contained shall in any way inhibit or restrict the choice and discretion of the officers and directors of Archer in conducting its business or in appointing any person as an officer or director of Archer.

14. Liability

Neither ABL nor any of its affiliates, members, managers, officers, employees or agents will be liable to Archer for any loss, liability, damage, cost or expense (including reasonable attorneys' fees) (in the aggregate, "**Losses**") arising out of or in connection with the performance of Services contemplated by this Agreement, unless such Losses are as result of the gross negligence or wilful misconduct of such person. Archer agrees to indemnify and hold harmless ABL, its members, managers, affiliates, officers, agents and employees against and from any and all Losses arising from ABL's performance under this Agreement, except as a result of the gross negligence, bad faith or willful misconduct of the person in question.

15. Force Majeure

No party hereto shall be liable to any other party hereto for any breach of this Agreement in the event that such party is unable to perform or fulfil its obligations hereunder due to an act of God, action or failure to act of any government or governmental board, commission, department, bureau or authority, confiscation or expropriation, war, blockage, insurrection, riot sabotage, flood, fire, explosion, epidemic, landslide, lightning, earthquake, storm, accident, strike, lockout, work slowdown, work stoppage, power failure or shortage and any failure of supplies, equipment, labour or transportation.

16. Entire Agreement

This Agreement may not be modified, amended, altered or supplemented except by a written agreement executed by the parties hereto. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement and supersedes all prior and/or contemporaneous agreements and understandings of any kind and nature (whether written or oral) between the parties with respect to such subject matter, all of which are merged herein.

17. Waiver

Waiver by either party of either breach of or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement, any such waiver must be in writing to be limited to the specific matter and instance for which it is given. No waiver of any such breach or failure or of any term or condition of this Agreement shall be effective unless in a written instrument and signed by the waiving party and delivered, in the manner required for notices generally, to the affected party.

18. Severability

If any provision of this Agreement for any reason shall be declared void, illegal, invalid or unenforceable in whole or in part, such provision shall be severable from all other provisions herein and shall not affect or impair the validity or enforceability of any other provision of this Agreement.

19. Further Assurances

Each of the parties hereto will, without further consideration, execute and deliver such other instruments and take such further action as may be required or necessary to give effect to the provisions of this Agreement.

20. Enure to the Benefit

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

21. Assignment

This Agreement may not be assigned, transferred or amended without the express written consent of each party.

22. Headings

The division of this Agreement into Paragraphs, sections and sub-sections and the insertion of headings is for convenience and reference only and will not affect the interpretation or construction of this Agreement.

23. Funds

Unless otherwise indicated, all dollar amounts referred to in this agreement are in lawful money of Canada.

24. Applicable Law

This Agreement shall be interpreted and constructed in accordance with the laws of the Province of British Columbia, Canada.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

ABL ENERGY PARTNERS LLC

Name:

Authorized Signing Officer

AGROTECH GREENHOUSES INC.

Name:

Authorized Signing Officer

THIS AMENDING AGREEMENT is dated as of April 16, 2010.

BETWEEN:

AGROTECH GREENHOUSES INC. (to be renamed "Archer Petroleum Corp.)., incorporated under the laws of British Columbia, (hereinafter called "**Archer**")

-and-

ABL ENERGY PARTNERS LLC, incorporated under the laws of Texas, (hereinafter called "**ABL**")

WHEREAS:

A. The parties entered into a Management Services Agreement dated as of January 1, 2010 (the "Management Services Agreement"); and

B. In accordance with the requirements of the TSX Venture Exchange, it is necessary to amend the Management Services Agreement as follows:

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All capitalized terms used but not defined in this Amending Agreement but defined in the Management Services Agreement have the meanings assigned to them respectively in the Management Services Agreement.

2. Section 3 of the Management Services Agreement is hereby amended by numbering the three paragraphs therein as (a), (b) and (c) respectively and by adding the following additional paragraph:

"(d) Notwithstanding the foregoing, the parties acknowledge and agree that at all such times as the shares of Archer are listed and posted for trading on the TSX Venture Exchange:

(i) the provisions of sub-paragraphs 3(a) and (b) above concerning the Reserved ORRI shall be deemed to be null and void; and

(ii) the delivery of any cash or shares as a finder's fee to ABL pursuant to section 3(c) above shall be subject to the prior approval of disinterested shareholders of Archer, whether by way of a consent resolution signed by disinterested shareholders holding more than 50% of Archer's shares or by an ordinary resolution at a meeting a shareholders of Archer."

3. The Management Services Agreement as amended hereby continues in full force and effect.

4. This Amending Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the date set out at the top of the first page of this Amending Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Amending Agreement as of the date and year first above written.

ABL ENERGY PARTNERS LLC

Name:

Authorized Signing Officer

AGROTECH GREENHOUSES INC.

Name:

Authorized Signing Officer