

AMENDMENT  
TO  
ASSET PURCHASE AGREEMENT

THIS AMENDMENT TO ASSET PURCHASE AGREEMENT, dated as of April 1, 2009 (this "Amendment"), is made by and among Foster Wheeler USA Corporation, a Delaware corporation ("Purchaser"), OPE Holdings Limited, an Alberta corporation ("Parent"), OPE Inc., a Texas corporation and wholly-owned subsidiary of Parent ("OPE"), OPE International, LP, a Texas limited partnership and majority-owned subsidiary of Parent ("OPE International"), and OPE Trinidad Ltd., a Trinidad corporation and wholly-owned subsidiary of OPE International ("OPE Trinidad" and together with OPE and OPE International, "Sellers"). Sellers and Parent are referred to herein collectively as the "Seller Parties."

W I T N E S S E T H:

**WHEREAS**, that certain Asset Purchase Agreement, dated as of February 20, 2009 (the "Asset Purchase Agreement") was executed and delivered by Purchaser and the Seller Parties;

**WHEREAS**, certain Seller Parties have taken certain actions that require the consent of Purchaser under the Asset Purchase Agreement; and

**WHEREAS**, Purchaser and the Seller Parties desire to modify the Asset Purchase Agreement in accordance with the terms and conditions of this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing and the respective covenants, and agreements set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement.

2. Schedule 1.1(a)(iii) to the Asset Purchase Agreement is hereby amended by deleting "6. Chevron Texaco Overseas Petroleum /OPE Inc – TSC 90627007 11.1.04." therefrom and adding the following at the end thereof:

"Williams Field Services Co. (2002) – MSA Consulting Agreement  
BP America – Contract BPM-06-02839"

3. (a) Section 1.5(a) of the Asset Purchase Agreement is hereby amended by deleting the text "Section 1.8(h)" and substituting "Section 1.8" in lieu thereof; (b) Section 1.8(b)(i) is hereby amended by adding the following text at the end thereof: "and claims, if any, of Purchaser pursuant to Section 1.8"; and (c) Section 1.8(i)(ii) is hereby amended by adding the following text at the end thereof: "and claims, if any, of Purchaser pursuant to Section 1.8"

4. Section 1.8(n) of the Asset Purchase Agreement is hereby amended and restated in its entirety as follows:

“(n) Promptly but in any event within three (3) Business Days after the expiration of the OPE Malaysia Option without being exercised by Purchaser, Purchaser and Parent shall jointly direct Escrow Agent, by written notice, to disburse One Million Dollars (\$1,000,000) of the Escrow Amount to Sellers, in accordance with the instructions set forth in such notice. Promptly but in any event within three (3) Business Days after the Option Closing, Purchaser and Parent shall jointly direct Escrow Agent, by written notice, to disburse Five Hundred Thousand Dollars (\$500,000) of the Escrow Amount to Sellers, in accordance with the instructions set forth in such notice.”

5. Section 1.8 of the Asset Purchase Agreement is hereby amended by adding the following new paragraphs (p), (q), (r) and (s) at the end thereof:

(p) If the Option Closing does not occur for any reason (whether or not Purchaser exercises the OPE Malaysia Option), then for a period of eighteen months from the Closing Date, in the event that (such events in (i), (ii) and (iii) below referred to collectively as “Triggering Events”):

(i) any of the Malaysian Option Agreements are terminated, sold, assigned or otherwise transferred by Parent to any other party;

(ii) any of the ordinary shares of OPE Malaysia are sold, assigned, pledged or otherwise transferred by the current owners to any other party; or

(iii) any other event or transaction occurs, the result of which is that Parent is no longer directly or indirectly managing or otherwise influencing or affecting the business of OPE Malaysia in a manner consistent with historical practice;

then upon the occurrence of any such Triggering Event the Seller Parties shall be required to pay to Purchaser, on a joint and several basis, Seven Hundred Fifty Thousand Dollars (\$750,000).

(q) In the event that the Option Closing shall have occurred:

(i) Subject to clause (iii) of this Section 1.8(q), if OPE Malaysia generates One Million Five Hundred Thousand Dollars (\$1,500,000) or more of revenue during the fiscal year ending December 31, 2009 (as determined by Purchaser in its reasonable discretion following review of information supplied by OPE Malaysia) (such revenue, as determined in accordance with the Agreed Principles, is referred to herein as “Measured Revenue”), Purchaser and Parent shall jointly direct Escrow Agent, by written notice, to disburse One Hundred Fifty Thousand Dollars (\$150,000) of the Escrow Amount to Sellers as soon as practicable following the first (1<sup>st</sup>) anniversary of the Option Closing Date, in accordance with the instructions set forth in such notice.

(ii) Subject to clause (iii) of this Section 1.8(q), if OPE Malaysia generates Two Million Five Hundred Thousand Dollars (\$2,500,000) or more of Measured Revenue during the fiscal year ending December 31, 2010, Purchaser

and Parent shall jointly direct Escrow Agent, by written notice, to disburse One Hundred Thousand Dollars (\$100,000) of the Escrow Amount to Sellers as soon as practicable following the second (2<sup>nd</sup>) anniversary of the Option Closing Date, in accordance with the instructions set forth in such notice.

(iii) Notwithstanding clauses (i) and (ii) of this Section 1.8(q), if OPE Malaysia fails to generate One Million Five Hundred Thousand Dollars (\$1,500,000) or more of Measured Revenue during the fiscal year ending December 31, 2009, but generates Three Million One Hundred Twenty-Five Thousand Dollars (\$3,125,000) or more of Measured Revenue during the fiscal year ending December 31, 2010, Purchaser and Parent shall jointly direct Escrow Agent, by written notice, to disburse Two Hundred Fifty Thousand Dollars (\$250,000) of the Escrow Amount to Sellers as soon as practicable following the second (2<sup>nd</sup>) anniversary of the Option Closing Date, in accordance with the instructions set forth in such notice.

(iv) For a period of two (2) years following the Option Closing Date, Purchaser shall use commercially reasonable efforts to cause the Petronas License and Umbrella Contract to remain in full force and effect; provided, that causing OPE Malaysia to operate in a manner consistent with its past practices shall constitute "commercially reasonable efforts" and provided, further, that "commercially reasonable efforts" shall not include the expenditure of any material funds or any changes in the manner in which Purchaser and its Affiliates conduct their respective businesses.

(v) If the Petronas License and Umbrella Contract is in good standing and in full force and effect on the first (1<sup>st</sup>) anniversary of the Option Closing Date, Purchaser and Parent shall jointly direct Escrow Agent, by written notice, to disburse Two Hundred Fifty Thousand Dollars (\$250,000) of the Escrow Amount to Sellers, in accordance with the instructions set forth in such notice. If the Petronas License and Umbrella Contract is not in good standing and in full force and effect on the first (1<sup>st</sup>) anniversary of the Option Closing Date, Purchaser and Parent shall jointly direct Escrow Agent, by written notice, to disburse Seven Hundred Fifty Thousand Dollars (\$750,000) of the Escrow Amount to Purchaser, in accordance with the instructions set forth in such notice.

(vi) If the Petronas License and Umbrella Contract is in good standing and full force and effect on the first (1<sup>st</sup>) anniversary and the second (2<sup>nd</sup>) anniversary of the Option Closing Date, Purchaser and Parent shall jointly direct Escrow Agent, by written notice, to disburse Five Hundred Thousand Dollars (\$500,000) of the Escrow Amount to Sellers, in accordance with the instructions set forth in such notice. If the Petronas License and Umbrella Contract was in good standing and in full force and effect on the first (1<sup>st</sup>) anniversary of the Option Closing Date, but is not in good standing and in full force and effect on the second (2<sup>nd</sup>) anniversary of the Option Closing Date, Purchaser and Parent shall jointly direct Escrow Agent, by written notice, to disburse Five Hundred

Thousand Dollars (\$500,000) of the Escrow Amount to Purchaser, in accordance with the instructions set forth in such notice.

(r) In the event that the Option Closing shall have occurred, for a period of two (2) years following the Option Closing Date, the Seller Parties shall pay Purchaser, as liquidated damages, the following amounts (such amounts to be payable in addition to any amounts disbursed from the Escrow Amount in accordance with Section 1.8(q)):

(i) \$1,000,000 if (A) any party (other than Purchaser or any of its Affiliates) to the Malaysian Options Agreements (as such may be amended from time to time), any agreement or instrument substituted therefor, or any other option agreement, power of attorney, or other instrument entered into in connection with the Option Closing fails to observe any material provision, term or agreement contained therein (and fails, upon prompt notice delivered by Purchaser, appropriately and timely to remedy such action) or (B) any party to an agreement, power of attorney or instrument referred to in clause (A) above, or other Person, seeks to have such agreement, power of attorney or instrument (or a portion thereof) declared illegal or unenforceable, or takes similar action; and

(ii) \$750,000 if at any time the Petronas License and Umbrella Contract is not in good standing and in full force and effect;

provided, however, that the amount payable to Purchaser pursuant to this Section 1.8(r) shall be reduced on a dollar-for-dollar basis by the amount of the after-tax net profit of OPE Malaysia (as determined by Purchaser in its reasonable discretion, in accordance with the Agreed Principles, following review of information supplied by OPE Malaysia) in excess of One Hundred Fifty Thousand Dollars (\$150,000) that is generated during the period between the Option Closing Date and the date that the payment to Purchaser under this Section 1.8(r) becomes due and payable. The parties agree that the damages that Purchaser would suffer from the occurrence of an event described in paragraph (i) above would be difficult to quantify, and that the amount of damages stipulated herein for the occurrence of such event is reasonable.

(s) From and after the Closing, unless the OPE Malaysia Option shall have expired in accordance with this Section 1.8 without being exercised:

(i) Purchaser shall be entitled, through its officers, employees and representatives (including, without limitation, its legal advisors, accountants and lenders), to have access to and the right to negotiate directly with, the officers, directors and equityholders of OPE Malaysia regarding the assignment of the Malaysian Option Agreements to Purchaser in connection with its exercise of the OPE Malaysia Option and any incentive arrangements for the benefit of such officers, directors and owners relating thereto.

(ii) Neither Parent nor any of its Affiliates will enter into any Contract (or amendment thereof) with OPE Malaysia or its owners without the written consent of Purchaser.

(iii) Parent shall not, and shall cause its Affiliates not to, engage in any business with OPE Malaysia or its officers, directors, owners or agents relating to the performance by OPE Malaysia or its officers, directors, owners or agents of engineering or project management services in connection with, or other engagement in, the development and commercialization of the Satellite Services Platform technology.”

6. Schedule 6.19(a) to the Asset Purchase Agreement is hereby amended by adding the following at the end thereof:

“Chevron Texaco Overseas Petroleum /OPE Inc – TSC 90627007 11.1.04

- Amend to include limitation on consequential damages provision that is no less favorable to Purchaser than the standard provision set forth in Schedule 6.2(b)(xi)(a)”

7. Section 6.19 of the Asset Purchase Agreement is hereby amended by adding the following new paragraph (d) at the end thereof:

“(d) Anything in this Section 6.19(d) to the contrary notwithstanding, this Section 6.19(d) shall not constitute an agreement to assign any Seller Agreement or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Seller Agreement or in any way adversely affect the rights of Purchaser thereunder. Each Seller, Parent and Purchaser will use their best efforts (but without any payment of money or incurrence of any additional liability by them except to the extent the terms of any Seller Agreement requires a Seller to pay or incur any costs in connection with an assignment of such agreement, in which case such Seller shall pay such costs) to obtain the consent of the other parties to any such Seller Agreement or any claim or right or any benefit arising thereunder for the assignment thereof to Purchaser as Purchaser may request. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of Purchaser thereunder so that Purchaser would not in fact receive all such rights, the respective Seller and Purchaser will cooperate in a mutually agreeable arrangement, including sub-contracting, sub-licensing, or sub-leasing to Purchaser, designed to provide Purchaser after such assignment with the benefits intended to be assigned to Purchaser with respect to the underlying Seller Agreement, including enforcement of rights thereunder at the cost and for the account of Purchaser, and, provided Purchaser receives all such benefits, Purchaser shall pay or satisfy any liabilities with respect to such Seller Agreement as and when they are due, to the extent Purchaser would have been responsible therefor hereunder if such consent or approval had been obtained. Nothing in this Section 6.19(d) shall be deemed a waiver by Purchaser of its right to have received on or before the Closing an effective assignment of all the Assets as a condition to Closing under Section 7.1(f), nor shall this Section 6.19(d) be deemed to constitute an agreement to exclude from the Assets any assets described in Section 1.1.”

8. Section 10.1(a) of the Asset Purchase Agreement is hereby amended to add the following definitions:

“Measured Revenue” shall have the meaning set forth in Section 1.8(q)(i).

“Petronas License and Umbrella Contract” means, together (i) that certain Umbrella Contract for Design and Engineering Services for Petronas Carigali Sdn Bhd for Year 2008 – 2013 (Contract No. CHO/CH/2008/DFES/027(D)) and (ii) any Permit issued by any Malaysian Governmental Body or other Person in connection therewith.”

“Triggering Event” shall have the meaning set forth in Section 1.8(r).

9. Exhibit 10.1 of the Asset Purchase Agreement is hereby amended and restated in its entirety as set forth in Exhibit 10.1 hereto.

10. In consideration of Purchaser agreeing to implement compensation increases for certain Hired Employees at the request of the Seller Parties outside Purchaser’s normal compensation review cycle, the Seller Parties hereby agree that they will pay to Purchaser at Closing an amount equal to One Hundred Seventeen Thousand Dollars (\$117,000). Such amount shall be paid as an offset to the Cash Purchase Price through an irrevocable direction of the Seller Parties at Closing and will be treated as an offset for Tax purposes.

11. In connection with the Closing, Purchaser shall pay Sellers an amount equal to the lesser of (a) Thirty Five Thousand Dollars (\$35,000), and (b) the aggregate amount of premiums payable for the calendar month in which the Closing takes place under the Seller Benefit Plans in connection with such continued participation therein of the Hired Employees.

12. Effective upon the execution and delivery of this Amendment by the parties hereto, and in consideration of the other agreements of the parties, Purchaser hereby:

(a) consents to the Transaction Support Agreement dated as of March 6, 2009, and as amended as of March 24, 2009, among Parent, OPE International, OPE Malaysia and the other parties named therein, and the transactions contemplated thereunder, and waives the Seller Parties’ compliance with the provisions of the Asset Purchase Agreement that are inconsistent with the Transaction Support Agreement, including Sections 1.8(k), 1.8(l), 4.3(b), 4.14(a), 6.2(a), 6.2 (b), 6.4, and 7.1 of the Asset Purchase Agreement;

(b) waives the Seller Parties’ compliance with Section 7.1(i) of the Asset Purchase Agreement, but only, with respect to the failure of forty-six (46) of the forty-eight (48) employees of Sellers listed on Schedule 7.1(i)(ii) of the Asset Purchase Agreement to become Hired Employees on or prior to the Closing Date due solely to the failure of May Huang, Roddy Jagdeo, Kevin Ramkisson and Chivonne Walters to become Hired Employees on or prior to the Closing Date. Section 7.1(i) of the Asset Purchase Agreement shall not be deemed satisfied if any other employee of Sellers listed on Schedule 7.1(i)(ii) fails to become a Hired Employee on or prior to the Closing Date; provided that Sellers shall be entitled to replace any such other employee listed on Schedule 7.1(i)(ii) of the Asset Purchase Agreement with an employee not so listed if the replacement employee has equivalent experience and qualifications to the employee being replaced and the replacement employee’s experience and qualifications are reasonably satisfactory to Purchaser; and

(c) waives the Seller Parties' compliance with Section 7.1(f) of the Asset Purchase Agreement, but only, with respect to the consent to the assignment of the following Seller Agreement:

BP America – Contract BPM-06-02839;

provided that such waiver shall not relieve the Seller Parties of their obligations pursuant to Section 6.19(c) of the Asset Purchase Agreement.

13. The Seller Parties hereby covenant and agree to provide Purchaser promptly after the Closing Date with a copy of a certificate or other document issued by an appropriate Governmental Body in Trinidad evidencing that OPE Trinidad is a validly existing corporation in Trinidad.

14. The Seller Parties and Purchaser hereby acknowledge and agree that, at any time after the Closing, at the option of Purchaser in its sole discretion exercised by written notice to Parent, Parent shall cause the applicable Seller that is party to any storage lease relating to storage units located at U-Haul Storage Rogerdale to convey, transfer, assign and deliver such storage leases to Purchaser (or, at Purchaser's election, an Affiliate of Purchaser) in accordance with Sections 6.19(c) and (d) of the Asset Purchase Agreement.

15. The Asset Purchase Agreement is hereby confirmed and the terms and provisions thereof, unless expressly modified herein, are in full force and effect.

16. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Amendment shall be governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

17. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.


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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

PURCHASER:


FOSTER WHEELER USA CORPORATION



By:   
Name: W. Troy Roder  
Title: President and CEO

SELLER PARTIES:

OPE HOLDINGS LIMITED


By:   
Name: Gary Quenan  
Title: President CEO

OPE INC.


By:   
Name: Gary Quenan  
Title: President CEO

OPE INTERNATIONAL LP

By: OPE, Inc., its general partner

By:   
Name: Gary Quenan  
Title: President CEO

OPE TRINIDAD LTD.

By:   
Name: Gary Quenan  
Title: Director

THE APPENDICES HAVE BEEN WITHHELD FOR REASONS OF CONFIDENTIALITY  
BY DECISION OF THE CORPORATION