[name of purchaser]

AMENDMENT No. 2 OFFER AGREEMENT

Considering that on June 15th, 2023, [redacted] ("GMP") made an offer to Perisson for the acquisition of the following assets (the "Assets"): (i) 100% of the shares of PERISSON PETROLEUM PANAMA CORP. ("Perisson Panama"), (ii) its Venezuelan subsidiary, MORICHAL SINOCO, S.A. ("Morichal"), (iii) Morichal's Colombian branch Morichal Sinoco S.A. Sucursal Colombia (the "Branch") and (iv) the 100% of the working interest of the exploration and production contract of the VMM-17 block (the "Block") (the "E&P Contract") signed with the Agencia Nacional de Hidrocarburos ("ANH") in Colombia (the "WI").

Considering that Offer was accepted by PERISSON PETROLEUM CORPORATION (together with GMP the "Parties"), becoming an agreement between them (the "Offer Agreement").

Considering that on June 4th 2024, the Parties executed an amendment to the Offer Agreement whereby the Exclusivity Period was extended until December 15th, 2024.

The Parties agree as follows:

1. Capitalized terms shall have the meaning ascribed to them in this document and in the Offer Agreement.

2. The Parties agree to amend Section 2 of the Offer Agreement, which shall read as follows:

   "2. The Assets: GMP hereby offers to purchase the following:

   a. Venezuelan subsidiary, parent company, MORICHAL SINOCO, S.A. ("Morichal"),
   b. Morichal's Colombian branch Morichal Sinoco S.A. Sucursal Colombia (the "Branch") and
   c. the 100% of the working interest of the exploration and production contract of the VMM-17 block (the" Block") (the "E&P Contract") signed with the Agencia Nacional de Hidrocarburos ("ANH") in Colombia (the "WI")."

3. The Parties agree to amend Section 3 of the Offer Agreement, which shall read as follows:

   "3. Purchase Price: The Purchase Price of the Transaction would be USD 5,125,000.00, subject to the terms and conditions of this Agreement."

4. The Parties agree to amend Section 4 of the Offer Agreement, which shall read as follows:

   "**4. Payment Terms:** The Purchase Price will be paid by GMP to Perisson as follows:

   a. The amount of USD$ 125,000.00 at the date of execution of the Purchase Agreement (defined below in section 7). The Parties agree to subscribe the Purchase Agreement on February 15, 2025.

   b. 4% overriding royalty interest (the "ORRI") of the oil produced and commercialized in the Block up to the amount of USD 5,000,000.00."

5. The Parties agree to amend Section 6 of the Offer Agreement, which shall read as follows:

> "**6. <u>Exclusivity Period</u>:** If this offer is accepted, from the date of acceptance of this Offer and until May 30th, 2025, neither Morichal nor Perisson or Perisson Panama shall negotiate, or directly or indirectly solicit, or propose to enter into, or continue any negotiations, or enter into any agreements or understandings with any third party other than GMP which provide for or relate to the acquisition of the Assets (the "Exclusivity Period")."

6. Except as specifically set forth in this amendment, the Offer Agreement shall continue in full force and effect without change.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be duly executed on January 20, 2025.

[redacted]

PERISSON PETROLEUM CORPORATION

[name, signature and contact of purchaser]