HEADS OF AGREEMENT

This Heads of Agreement ("HOA") effective as of this 22th day of September 2010 is between

Sonoro Energy Ltd. ("Sonoro"), a company incorporated under the laws of the Province of British Columbia, Canada and **Sonoro Energy Iraq B.V**. ("Sonoro Iraq"), a company incorporated under the laws of the Netherlands,

and

Berkeley Petroleum Mesopotamia Asphalts Limited ("Berkeley"), [redacted] {preamble information}

Each of Sonoro, Sonoro Iraq and Berkeley is individually a "Party" and they are collectively the "Parties" to this HOA.

Whereas:

Sonoro is a public company listed on the TSX Venture Exchange ("TSXV") and interested in acquiring operated working interests in investment licenses in Iraq for the mining of runny asphalt and related hydrocarbons;

[redacted]

description of non-relate businesses

NOW THEREFORE, In consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Parties agree that all capitalized terms not otherwise defined in this HOA shall have the meaning ascribed to them in the ASAD License.

2. The Parties agree that as soon as practically possible following the execution of this HOA, Sonoro Iraq and Berkeley will enter into a joint operating agreement based on the AIPN model form ("JOA").

3. Berkeley agrees to continue to negotiate with the government of Al Salah ad Din province to secure the ASAD License and to do all such acts or things necessary to cause the ASAD License to be issued. Berkeley agrees to pass seventy percent (70%) of its rights to the ASAD License (the "Sonoro Interest") to Sonoro Iraq in consideration for the following:

   (i) twenty three million seven hundred fifty thousand (23,750,000) common shares in the capital stock of Sonoro (the "Sonoro Shares") such shares to be issued at the closing price of Sonoro's shares (as listed on the TSXV) on the business day immediately preceding the date of the execution of the ASAD License; and

   (ii) Sonoro or Sonoro Iraq carrying Berkeley's working interest share of Asphalt Operations Expenditures for the Exploration Operations and the first topping facility and its operation under the ASAD License (collectively, the "Sonoro Carry"), all in accordance with the terms of the JOA.

   For greater certainty, in the event the issuance of the Sonoro Shares is not approved by either the Board of Directors of Sonoro or the TSXV then the Parties hereby irrevocably agree that:

   (i) Sonoro Iraq will assign the Sonoro Interest to Berkeley (the "Reassignment");

   (ii) Berkeley will reimburse Sonoro for all costs expended by Sonoro relating to up to the date of the Reassignment; and

   (iii) Sonoro and Sonoro Iraq will no longer be required to complete the Sonoro Carry, as set out above in Section 3(ii).

4. The Parties agree that, subject to the execution of the ASAD License, Sonoro will pay Berkeley a non-recoverable signature bonus of USD 250,000.

5. The Parties agree that Berkeley and its affiliated companies hereby grant Sonoro a preferential right (the "Preferential Right") to participate with Berkeley on at least one other oil and gas project, such project to be outside the scope of heavy oil/asphalt/bitumen but within the Republic of Iraq, and with the final terms of such project to be agreed upon by the Parties.

6. The Parties agree that Berkeley shall have the right to terminate the Preferential Right in the event of a Change in Control (as defined below) prior to the exercise of the Preferential Right. A "Change in Control" shall be deemed to have occurred if (i) there shall be consummated (A) any consolidation or merger of

Sonoro in which Sonoro is not the continuing or surviving corporation or pursuant to which shares of Sonoro's common stock would be converted in whole or in part into cash, securities or other property, other than a merger of Sonoro in which the holders of Sonoro's common stock immediately prior to the merger, own immediately after the merger a majority of the voting stock of the surviving corporation, or (B) any sale, lease, exchange or transfer (in one transaction or a series of related transactions) of all or substantially all the assets of Sonoro, or (ii) the directors of Sonoro shall approve any plan or proposal for the liquidation or dissolution of Sonoro, or (iii) any "person" (any shape or form of legal entity), other than Sonoro or a subsidiary thereof, shall become the beneficial owner of securities of the Company representing 50% or more of the combined voting power of Sonoro's then outstanding securities ordinarily (and apart from rights accruing in special circumstances) having the right to vote in the election of directors, as a result of a tender or exchange offer, open market purchases, privately negotiated purchases or otherwise, or (iv) at any time for the duration of this HOA individuals who at the effective date of this HOA constituted the Board of Directors of Sonoro shall cease to constitute at least a majority thereof as a result of the election of individuals who were not the nominees of the Board of Directors of Sonoro, provided, however that the term "change in control" shall not include (x) any of the foregoing events if approved by Berkeley Asphalts or (y) any bona-fide financing approved by the Board of Directors of Sonoro.

7. Sonoro and Sonoro Iraq hereby grant to Berkeley the option (the "Option") to acquire the Sonoro Interest where a Change in Control occurs during the 24 calendar months following the effective date of the ASAD License (the "Triggering Event"). Berkeley acknowledges and agrees that under no circumstances will the Option become exercisable unless the Triggering Event occurs. The exercise price of the Option (the "Exercise Price") will be the amount of funds invested in the ASAD License by Sonoro Iraq (reflected by the Joint Account) though not yet recovered as of the date of the Notification (as defined below). The Option may be exercised by Berkeley within two calendar months following the Triggering Event.(the "Exercise Period") by giving written notice to Sonoro or Sonoro Iraq of its intention to exercise the Option (the "Notification"). In the event that Berkeley does not exercise the Option within the Exercise Period, the Option shall expire. The Notification will state the date on which Sonoro Iraq's working interest is to be transferred to Berkeley ("Transfer Date). Sonoro and Sonoro Iraq hereby irrevocably agree to transfer/assign the Sonoro Interest to Berkeley on the Transfer Date and to do all acts necessary to withdraw from the ASAD License and the JOA in accordance the relevant withdrawal provision of the ASAD License and the JOA. As consideration for the Sonoro Interest, Berkeley shall pay to Sonoro the Exercise Price on the Transfer Date.

8. Sonoro and Berkeley shall keep confidential any and all information exchanged between the Parties, except as required by law or securities exchange requirements with respect to the subject matter of this HOA.

9. This HOA and the transactions contemplated hereunder shall be construed in accordance with the laws of England and Wales, and the Parties submit to the irrevocable jurisdiction of the Courts of England, without giving effect to any conflict of law principles.

10. In no event will either Party attempt to circumvent the other Party, directly or indirectly, with respect to the matters contained in this HOA.

11. Each Party warrants that it and its affiliates have not made, offered, or authorized and will not make, offer, or authorize with respect to the matters which are the subject of this HOA, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organization) or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate (i) the applicable laws of Canada and Iraq (ii) the laws of the country of incorporation of such Party or such Party's ultimate parent company and of the principal place of business of such ultimate parent company; or (iii) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries. Each Party shall in good time (i) respond in reasonable detail to any notice from any other Party reasonably connected with the above-stated warranty; and (ii) furnish applicable documentary support for such response upon request from such other Party. Each Party agrees to (i) maintain adequate internal controls; (ii) properly record and report all transactions; and (iii) comply with the laws applicable to it. Each Party must rely on the other Parties' system of internal controls, and on the adequacy of full disclosure of the facts, and of financial and other data regarding the Joint Operations undertaken under this Agreement. No Party is in any way authorized to take any action on behalf of another Party that would result in an inadequate or inaccurate recording and reporting of assets, liabilities or any other transaction, or which would put such Party in violation of its obligations under the laws applicable to the operations under this Agreement.

12. The Parties covenant that neither they nor any of their Affiliates or any of their respective officers, directors, employees, agents or stockholders acting on behalf of such Party will pay, promise to pay, or authorize or permit the direct or indirect payment of, by such Party or by any affiliate or agent thereof, any money or anything of value to any person for the purpose of illegally or improperly inducing that person to take any action or omit to take any action in connection with the submittal to the Iraqi Government for a License. The Parties shall indemnify the other and its officers, directors, employees, agents or stockholders acting on behalf of such party from and against any claim, loss, damage, liability, expense and cost of whatever nature arising out of or connected with a Party's non-compliance.

13. The rights, duties, and obligations of the Parties under this HOA shall not be assigned, in whole or in part, to third parties, without the other Party's prior written consent.

14. This HOA may be executed in a number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at

least one counterpart. Each counterpart shall constitute an original of this HOA but all the counterparts together shall constitute one and the same instrument.

15. The rights, duties, obligations and liabilities of the Parties under this HOA shall be individual, not joint or collective. It is not the intention of the Parties to create, nor shall this HOA be deemed or construed to create, a mining or other partnership, joint venture or association or a trust. This HOA shall not be deemed or construed to authorize any Party to act as an agent, servant or employee for any other Party for any purpose whatsoever except as explicitly set forth in this HOA. In their relations with each other under this HOA, the Parties shall not be considered fiduciaries except as expressly provided in this HOA.

16. Each of the Parties shall do all such acts and execute and deliver all such documents as shall be reasonably required in order to fully perform and carry out the terms of this HOA.

17. No waiver by any Party of any one or more defaults by another Party in the performance of any provision of this HOA shall operate or be construed as a waiver of any future default or defaults by the same Party whether of a like or of a different character. Except as expressly provided in this HOA, no Party shall be deemed to have waived, released or modified any of its right under this HOA unless such Party has expressly stated, in writing, that it does waive, release or modify such right.

18. The obligations of Sonoro pursuant to this Agreement are subject to all required approvals of the TSXV and applicable securities laws.

19. Each provision of this HOA shall be construed as though all Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this HOA.

20. If and for so long as any provision of this HOA shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this HOA except only so far as shall be necessary to give effect to the construction of such invalidity, and any such invalid provision shall be deemed severed from this HOA without affecting the validity of the balance of this HOA.

21. There shall be no modification of this HOA except by written consent of all Parties.

22. In the event that any provision of this HOA conflicts with any provision of the JOA, the terms of the JOA shall prevail.

23. No public announcement or statement regarding the terms or existence or this HOA shall be made without prior written consent of all Parties; provided that, notwithstanding any failure to obtain such approval, no Party shall be prohibited from issuing or making any such public announcement or statement to the extent it is necessary to do so in order to comply with the applicable laws, rules or regulations of any government, legal proceedings or stock exchange having

jurisdiction over such Party or its affiliates, however, any such required public announcement shall include only that portion information which the disclosing Party is advised by opinion of counsel (including in-house counsel) is legally required. In such case the Party making the announcement will inform the other Party before the announcement is made.

Executed this 22th day of September 2010, Beirut, Lebanon

Sonoro Energy Ltd.

"Richard Wadsworth"

By: Richard Wadsworth
Title: CEO

Sonoro Energy Iraq B.V.

"Richard Wadsworth"

By: Richard Wadsworth
Title: CEO

Berkeley Petroleum Mesopotamia Asphalts Limited

"Signature"

[redacted]