

STEALTH ENERGY USA, INC
27 North 27 Street, Suite 2100
Billings, Montana 59102
406-248-2227

September 12, 2006

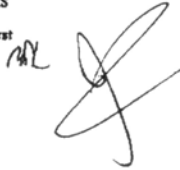
BTC Oil Properties LLC 2203 Loskamp Street Billings, Montana 59102
Attention: Brian Karth
Re: Offer to Purchase
Petroleum and Natural Gas Leases PETROLEUM COUNTY, Montana

This letter agreement supercedes and replaces a letter agreement dated June 20, 2006 between BTC Oil Properties LLC ("BTC") and Stealth Energy USA, Inc. ("Stealth") and an amending agreement dated July 29, 2006.

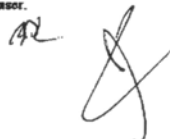
Stealth has reviewed the proposed lease acres to be acquired by BTC in Petroleum County, covering approximately 36,760 net acres, and hereby submits for your consideration this offer to purchase subject to the following terms and conditions:

1. Definitions:

- a) "Assets" means BTC's entire right, title and interest in the mineral substances and oil and gas leases covering approximately 36,760 net acres, described in Schedule "A" attached hereto and forming part of this Agreement (collectively the Bethel Ranch Prospect) which includes the property known as the Bethel Ranch of 26,118 gross acres, 25,922.19 net acres designated on Schedule A.
 - b) "Closing Dates" shall be September 20, 2006 for a partial payment of the Bethel Ranch and thereafter from time to time, ending November 24, 2006 as to the balance due for the Bethel Ranch and for the remaining acreage (the "Remaining Acreage") as title is cleared and registered assignments are completed.
 - c) "Deposit" has the meaning set forth in Paragraph 3.02.
 - d) "First Closing" means the partial payment of an assignment of an oil and gas lease between Bethel University Foundation and BTC regarding the Bethel Ranch Acreage to Stealth.
 - e) "Party" means a person, partnership, or corporation which is bound by this Agreement.
 - f) "Purchase Price" means the amount payable by the Purchaser to the BTC for the Assets pursuant to Paragraph 3.01 which the Parties expect to be approximately \$459,500.00 (U.S.).
2. Stealth offers to purchase the Assets from BTC for the consideration of Twelve Dollars and Fifty Cents (\$12.50) U.S. per net acre for 82.5% net revenue leases with paid up rentals to the Closing Date of each lease, as title is cleared, leases are recorded and assigned by BTC to Stealth.
- 3.01 The aggregate purchase price to be paid by Stealth to BTC, subject to adjustments, shall be approximately FOUR HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$459,500.00) U.S. for all of the Assets.
- 3.02 The Purchaser and BTC acknowledge that a Deposit of FORTY THOUSAND DOLLARS (\$40,000.00) U.S. has been paid by the Purchaser to the BTC upon execution of this agreement. \$20,000 of the Deposit shall be applied towards the Purchase Price of the First closing.



- 3.03 The amount required to acquire the oil and gas lease of the Bethel Ranch is \$324,918 (less half of the deposit) is \$304,918.
- 3.04 At First Closing on September 20, 2006, Stealth shall wire, tender a certified cheque or bank draft for \$205,000 which shall be paid and payable to legal counsel for BTC, on the undertaking of said legal counsel to pay Bethel University Foundation (the "Lessor") the monies required to obtain from the Lessor on or before October 1, 2006 a executed oil and gas lease of the Bethel Ranch Acreage between Bethel University Foundation as Lessor and BTC as Lessee. Immediately thereafter, BTC shall grant Stealth an assignment of the lease in form for immediate recording and provide a title memo.
- 3.05 Stealth shall pay to BTC, on or before November 24, 2006, the amounts required to:
- (i) pay the balance due for the Bethel Ranch of \$99,918; and
 - (ii) Purchase the remaining balance of acreage on lease schedule below in exchange for assignments of leases to Stealth of the acreage with title memos.
4. Assets are free and clear of any encumbrances other than Lessor royalties on a schedule of lands to be provided by BTC and a 5% royalty to BTC. A lease form has been attached as an exhibit "B".
5. BTC will provide ongoing geological input and support on mutually agreeable terms.
6. BTC shall provide access to all geological and geophysical work done or in progress.
- 6.01 BTC guarantees access to leased land or lands that are subsequently leased; once payment of lease has been made and recordable assignments have been made.
- 6.02 BTC shall place no restrictions upon properties beyond the terms of the lease and regulations that are part of State and/or Federal law, regulations, rules, and permits.
7. BTC will acquire additional leases in the general area upon request by Purchaser on the same terms and conditions.
8. During the period of time between the acceptance of this offer and the Closing Date, BTC will permit Purchaser to examine BTC's land files, accounting records and other information relating to the assets.
9. All applicable legal and regulatory requirements relating to the purchase and sale of the Assets shall be waived or complied with to the satisfaction of the Purchaser so that at the Closing Date the Assets can validly and effectually be transferred to Purchaser.
10. Purchaser shall have the right, prior to the Closing Date of each assignment, to declare any lease null and void if examining BTC's records and files relating to the assets and agreement, finds term or provisions of the lease that are unacceptable to the Purchaser.



Township 12 North Range 29 East T46M
 Section 1: Lots 1,2,3,4,52
 Section 6: Lots 1,2,3,4
 Section 8: S2SW, S3SW, N2SW, N3SW
 Section 18: N2, S2, W2SW, S2SW
 Section 22: S2
 Township 12 North Range 28 East T46M
 Section 13: S2
 Section 14: S2
 Section 23: All Section 24: All
 Township 12 North Range 30 East T46M
 Section 7: All

Township 13 North Range 29 East T46M
 Section 28: S2SW, N2SW, S2SW
 Section 30: N2
 Section 32: W2
 Section 34: All

7,121.41 Acres
 5,788.39 Net

Township 13 North Range 27 East T46M
 Section 1: N2SW, S2SW, S2, S2SW, S2SW
 Section 1: Lots 1,2, S2SW, S2SW, S2SW, S2SW
 Section 2: S2, S2SW, S2SW, S2SW, S2SW
 Section 4: S2SW
 Section 7: S2SW
 Section 8: S2, S2SW, S2SW
 Section 9: All
 Section 10: N2, S2SW, S2SW, S2SW, S2SW
 Section 12: N2, S2SW, S2SW
 Section 17: All
 Section 18: Lots 1,2, S2SW, S2SW
 Section 19: Lots 1,2, S2SW, S2SW, S2SW, S2SW
 Section 20: S2SW, S2SW
 Section 31: W2SW

Township 13 North Range 27 East T46M
 Section 1: Lots 1(41.9007(46.31), 5(46.63), 4(46.96), 3(47.42), 2(47.85)
 Section 18: Lots 1(45.88), 2(46.07), 3(46.26), 4(46.45), 5(46.64), 6(46.83), 7(47.02), 8(47.21), 9(47.40), 10(47.59), 11(47.78), 12(47.97)
 Section 20: Lots 1(46.08), 2(46.27), 3(46.46), 4(46.65), 5(46.84), 6(47.03), 7(47.22), 8(47.41), 9(47.60), 10(47.79), 11(47.98), 12(48.17)
 Section 24: 800.00, 102.81

Township 13 North Range 30 East T46M
 Section 5: Lots 1(46.21)(46.25), 2(46.27), 3(46.31), 4(46.35), 5(46.39), 6(46.43), 7(46.47), 8(46.51), 9(46.55), 10(46.59), 11(46.63), 12(46.67)

Township 13 North Range 30 East T46M
 Section 19: Lots 1(47.03), 2(47.07), 3(47.11), 4(47.15), 5(47.19), 6(47.23), 7(47.27), 8(47.31), 9(47.35), 10(47.39), 11(47.43), 12(47.47)
 Section 19: Lots 1(46.07), 2(46.11), 3(46.15), 4(46.19), 5(46.23), 6(46.27), 7(46.31), 8(46.35), 9(46.39), 10(46.43), 11(46.47), 12(46.51)
 Section 19: S2
 Section 20: S2SW
 Section 21: S2SW
 Section 21: S2SW, S2SW, S2SW, S2SW, S2SW, S2SW, S2SW, S2SW, S2SW, S2SW, S2SW, S2SW

Township 14 North Range 28 East T46M
 Section 26: S2SW, N2SW
 Section 26: S2SW
 Section 33: All

Township 14 North Range 29 East T46M
 Section 27: N2SW, S2SW
 Section 27: N2SW, S2SW

Total
 Net 36,778.84
 Gross 45,007.24

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