

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

This **AGREEMENT AND PLAN OF MERGER AND REORGANIZATION** (this “**Agreement**”) is entered into as of September 19, 2013 by and among TUVERA Exploration Inc., a British Columbia company (“**TUVERA BC**”), TUVERA Utah, Inc., a Utah corporation and a wholly-owned subsidiary of TUVERA BC (“**Merger Sub**”), and ARNEVUT Resources Inc., a Colorado corporation (“**ARNEVUT**”).

WHEREAS, the Board of Directors of ARNEVUT (“**ARNEVUT Board**”) has (a) determined that it is in the best interests of ARNEVUT and its shareholders, and declared it advisable, to enter into this Agreement with TUVERA BC and Merger Sub, (b) approved, subject to the approval of its shareholders, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger (as defined below), and (c) resolved, subject to the terms and conditions set forth in this Agreement, to recommend adoption and approval of this Agreement and the Merger by the shareholders of ARNEVUT;

WHEREAS, the Board of Directors of TUVERA BC (the “**TUVERA BC Board**”) has determined that the Merger is consistent with and in furtherance of the long-term business strategy of TUVERA BC and in the best interests of, TUVERA BC and its shareholder and has approved and adopted this Agreement, the Merger and the other transactions contemplated by this Agreement;

WHEREAS, for federal income tax purposes, the Merger is intended to qualify as a reorganization under the provisions of Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the “**Code**”);

WHEREAS, the parties desire to make certain representations, warranties, covenants and agreements in connection with the Merger and the transactions contemplated by this Agreement and also to prescribe certain conditions to the Merger;

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties agree as follows:

ARTICLE I. THE MERGER

1.1 The Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the Colorado Business Corporation Act (the “**CBCA**”) and the Utah Revised Business Corporation Act (the “**Utah Act**”), at the Effective Time, (a) ARNEVUT will merge with and into Merger Sub (the “**Merger**”), and (b) the separate corporate existence of ARNEVUT will cease and Merger Sub will continue its corporate existence under the Utah Act as the surviving corporation in the Merger (the “**Surviving Corporation**”).

1.2 Closing. Upon the terms and subject to the conditions set forth herein, the closing of the Merger (the “**Closing**”) will take place at a date and time agreed upon by the parties hereto within ten (10) days of the satisfaction or waiver of all of the closing conditions set forth in Article VI below. The Closing shall be held at the offices of Polsinelli PC, 1515 Wynkoop, Suite

600, Denver, CO 80202, unless another place is agreed to in writing by the parties hereto. The actual date of the Closing is hereinafter referred to as the “**Closing Date**”.

1.3 Effective Time. Subject to the provisions of this Agreement, at the Closing, ARNEVUT, TUVERA BC and Merger Sub will cause a Statement of Merger (the “**Colorado Statement of Merger**”) to be executed, acknowledged and filed with the Secretary of State of the State of Colorado, and Articles of Merger (the “**Utah Articles of Merger**”) to be executed, acknowledged and filed with the Utah Division of Corporations and Commercial Code in accordance with the relevant provisions of the CBCA and the Utah Act. The Merger will become effective at such time as both the Colorado Statement of Merger and the Utah Articles of Merger have been duly filed, respectively, with the Secretary of State of the State of Colorado and Utah Division of Corporations and Commercial Code, or at such later date or time as may be agreed by ARNEVUT and TUVERA BC in writing and specified in both the Colorado Statement of Merger in accordance with the CBCA and the Utah Articles of Merger in accordance with the Utah Act (the effective time of the Merger being referred to herein as the “**Effective Time**”).

1.4 Effects of the Merger. The Merger shall have the effects set forth herein and in the applicable provisions of the CBCA and the Utah Act. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses and authority of ARNEVUT and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions and duties of each of ARNEVUT and Merger Sub shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Corporation.

1.5 Articles of Incorporation; Bylaws. At the Effective Time, (a) the articles of incorporation of Merger Sub as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation until thereafter amended in accordance with the terms thereof or as provided by applicable law; and (b) the bylaws of Merger Sub as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with the terms thereof, the articles of incorporation of the Surviving Corporation or as provided by applicable law.

1.6 ARNEVUT Directors and Officers. The directors of Merger Sub immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the articles of incorporation and by-laws of the Surviving Corporation. The officers of Merger Sub immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the articles of incorporation and by-laws of the Surviving Corporation.

ARTICLE II.
EFFECT OF THE MERGER ON CAPITAL STOCK

2.1 Effect of the Merger on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of TUVERA BC, Merger Sub or ARNEVUT or the holder of any capital stock of TUVERA BC, Merger Sub or ARNEVUT:

(a) **Cancellation of Certain Shares of ARNEVUT Common Stock.** Each share of ARNEVUT Common Stock (each, an “**ARNEVUT Share**” and collectively, the “**ARNEVUT Shares**”) that is owned by TUVERA BC, Merger Sub or ARNEVUT (as treasury stock or otherwise) or any of their respective direct or indirect wholly-owned subsidiaries (if any) will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefore.

(b) **Conversion of ARNEVUT Common Stock.** Subject to Section 2.3 below, each ARNEVUT Share issued and outstanding immediately prior to the Effective Time (other than ARNEVUT Shares to be cancelled and retired in accordance with Section 2.1(a)), will be converted into one common share of TUVERA BC (the “**Merger Consideration**”).

(c) **Cancellation of ARNEVUT Shares.** At the Effective Time, all ARNEVUT Shares will no longer be outstanding and all ARNEVUT Shares will be cancelled and retired and will cease to exist, and, subject to Section 2.3, each holder of a certificate formerly representing any such ARNEVUT Shares (each, a “**Certificate**”) will cease to have any rights with respect thereto, except the right to receive the Merger Consideration in accordance with Section 2.2 hereof.

2.2 Payment.

(a) Each holder of ARNEVUT Shares that have been converted into the right to receive the Merger Consideration shall be entitled to receive the Merger Consideration in respect of ARNEVUT Shares represented by a Certificate. Each holder of record of the ARNEVUT Shares at the Effective Time shall be entitled to receive as the Merger Consideration one newly issued common share of TUVERA BC, for each one ARNEVUT Share held. At the Effective Time pursuant to the provisions of this Article II, each Certificate shall immediately be deemed to have been cancelled without further action by any party. Certificates formerly representing the ARNEVUT Shares shall at and after the Effective Time instead represent the right to receive the Merger Consideration provided for herein. TUVERA BC shall serve as the exchange agent and shall effect the issuance of the common shares of TUVERA BC to be issued as the Merger Consideration.

(b) All Merger Consideration issued upon the conversion of ARNEVUT Shares in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to the ARNEVUT Shares formerly represented by a Certificate, and from and after the Effective Time, there shall be no further registration of transfers of ARNEVUT Shares on the stock transfer books of the Surviving Corporation.

2.3 Dissenters’ Rights. Dissenting shareholders of ARNEVUT shall have the dissenters rights accorded to them under the CBCA. All amounts that are finally determined to

be due to holders of issued and outstanding ARNEVUT Shares pursuant to statutory dissenters' rights effectively exercised by them shall be paid by the Surviving Corporation. The holders of ARNEVUT Shares shall be advised of their statutory dissenters' rights and provided a copy of the statutes setting forth their dissenters rights as set forth in the CBCA. Any ARNEVUT Shares held by a holder that did not vote or consent in writing to the Merger and who properly demands payment for their ARNEVUT Shares in accordance with the CBCA (each a "**Dissenting Shareholder**") shall not be converted as set forth in Section 2.1 above, but instead shall be converted into the right to receive consideration to be due to a Dissenting Shareholder pursuant to the CBCA, unless such holder fails to protect or withdraws or otherwise loses his dissenters' rights. In the event that any dissenters' rights are not exercised by a holder of the ARNEVUT Shares, are otherwise not prosecuted to a conclusion, or are dismissed for any other reason then, and in that event, the holder of such ARNEVUT Shares shall no longer be deemed to a Dissenting Shareholder and such holder's ARNEVUT Shares shall be deemed to have been converted at the Effective Time as set forth in Section 2.1 above.

2.4 Warrants and Other Rights. TUVERA BC and ARNEVUT shall cause outstanding warrants or other rights to acquire shares of ARNEVUT common stock (each an "**ARNEVUT Right**") to be exchanged at the Effective Time for warrants or other rights to acquire common shares of TUVERA BC. Each ARNEVUT Right so exchanged (each, a "**Substitute Right**") shall be exercisable upon the same terms and conditions as under the applicable agreement evidencing the ARNEVUT Right, except that (A) each such Substitute Right shall be exercisable for, and represent the right to acquire, that whole number of common shares of TUVERA BC (rounded to the nearest whole share) equal to the number of shares of ARNEVUT common stock subject to such ARNEVUT Right; and (B) the exercise price per common share of TUVERA BC shall be an amount equal to the exercise price per share of ARNEVUT common stock subject to such ARNEVUT Right in effect immediately prior to the Effective Time. TUVERA BC shall take all corporate action necessary to reserve for issuance a sufficient number of common shares of TUVERA BC for delivery upon exercise of Substitute Rights pursuant to the terms set forth in this Section 2.4.

ARTICLE III. ARNEVUT REPRESENTATIONS AND WARRANTIES

3.1 ARNEVUT Representations and Warranties. ARNEVUT represents and warrants to TUVERA BC as follows:

(a) ARNEVUT is a corporation duly organized and validly existing under the laws of the State of Colorado and is in good standing.

(b) As of the date hereof:

(i) the authorized capital of ARNEVUT consists of 100,000,000 shares of common stock, without par value per share. As of September 19, 2013, 20,294,406 shares of ARNEVUT common stock were issued and outstanding; and

(ii) ARNEVUT has outstanding: (i) a warrant to acquire 3,958,334 shares of common stock issued to Precious Minerals and Energy Co. Sàrl; (ii) a warrant to acquire

333,334 shares of common stock issued to Pinetree Resource Partnership; and (iii) a potential obligation to issue Gateway Gold (USA) Corp 150,000 shares of common stock on December 1, 2013, and 150,000 shares of common stock on each six month anniversary thereof if ARNEVUT is not unable to have a class of its securities listed on a stock exchange on each such date, and except for such obligations has no other options, warrants or other convertible securities issued or outstanding to acquire shares of ARNEVUT common stock.

(c) The ARNEVUT Board, by resolutions duly adopted at a meeting duly called and held and not subsequently rescinded or modified in any way, has duly (i) determined that this Agreement and the Merger are fair to and in the best interests of the Company and its stockholders, (ii) approved this Agreement and the Merger and declared their advisability, (iii) recommended that the shareholders of the Company approve and adopt this Agreement and approve the Merger; and (iv) directed that this Agreement and the transactions contemplated hereby be submitted for consideration and approval by the Company's stockholders via consent minutes in lieu of a meeting, such minutes to be executed by a majority of the votes entitled to be cast at a meeting held for the purpose of approving the Agreement and the Merger.

(d) ARNEVUT has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; the execution and delivery of this Agreement by ARNEVUT and the consummation by ARNEVUT of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of ARNEVUT are necessary to authorize this Agreement or to consummate the transactions contemplated hereby (other than, with respect to the Merger, the approval and adoption of this Agreement by the holders of a majority of the then-outstanding shares of ARNEVUT common stock and the filing and recordation of appropriate merger documents as required by the CBCA); this Agreement has been duly and validly executed and delivered by ARNEVUT and, assuming the due authorization, execution and delivery by TUVERA BC and Merger Sub, constitutes a legal, valid and binding obligation of ARNEVUT, enforceable against ARNEVUT in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity. To the knowledge of ARNEVUT, no state takeover statute is applicable to the Merger or the other transactions contemplated by this Agreement.

(e) Neither the execution and delivery of this Agreement nor the consummation of the Merger will conflict with, result in a breach of or accelerate the performance required by any agreement to which ARNEVUT is a party, or any law, rules or regulations to which ARNEVUT or its properties is subject.

ARTICLE IV.

TUVERA BC AND MERGER SUB REPRESENTATIONS AND WARRANTIES

4.1 TUVERA BC and Merger Sub Representations and Warranties. TUVERA BC and Merger Sub represent and warrant to ARNEVUT as set forth below:

(a) TUVERA BC is a corporation duly organized and validly existing under the laws of the Province of British Columbia.

(b) Merger Sub is a corporation duly organized and validly existing under the laws of the State of Utah.

(c) TUVERA BC is a valid and existing company and is, with respect to the filing of annual reports, in good standing.

(d) Merger Sub is in good standing.

(e) As of the date hereof:

(i) the authorized capital of TUVERA BC consists of 100,000,000 shares of common stock, without par value per share. As of September 19, 2013, one (1) share of TUVERA BC common stock was issued and outstanding;

(ii) TUVERA BC has no options, warrants or other convertible securities issued or outstanding;

(iii) the authorized capital of Merger Sub consists of ten (10) shares of common stock. As of the date of this Agreement, one (1) share of common stock of Merger Sub is issued and outstanding, and held of record by TUVERA BC; and

(iv) Merger Sub has no options, warrants or other convertible securities issued or outstanding.

(f) The common shares of TUVERA BC issuable as the Merger Consideration will, upon their issuance, be validly issued and outstanding, fully paid and non-assessable common shares of TUVERA BC.

(g) The TUVERA BC Board, by consent resolutions duly adopted and not subsequently rescinded or modified in any way, has duly (i) determined that this Agreement and the Merger are in the best interests of TUVERA BC and its shareholders, and (ii) approved this Agreement, the Merger and the issuance of the Merger Consideration.

(h) Each of TUVERA BC and Merger Sub has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; the execution and delivery of this Agreement by TUVERA BC and Merger Sub and the consummation by TUVERA BC and Merger Sub of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of TUVERA BC or Merger Sub are necessary to authorize this Agreement or to consummate the transactions contemplated hereby (other than with respect to the Merger, the filing and recordation of appropriate merger documents as required by the CBCA and the Utah Act); this Agreement has been duly and validly executed and delivered by TUVERA BC and Merger Sub and, assuming due authorization, execution and delivery by ARNEVUT, constitutes a legal, valid and binding obligation of each of TUVERA BC and Merger Sub, enforceable against each of TUVERA BC

and Merger Sub in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including, without limitation, all applicable laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at Law or in equity).

(i) Neither the execution and delivery of this Agreement, nor the consummation of the Merger, will conflict with, result in a breach of or accelerate the performance required by any agreement to which TUVERA BC is a party, or any law, rules or regulations to which TUVERA BC is subject.

ARTICLE V. COVENANTS

5.1 Approvals. ARNEVUT, TUVERA BC, and Merger Sub each covenant and agree to use all reasonable commercial efforts to obtain as soon as practicable any required regulatory and stockholder approvals.

5.2 Interim Covenants. Each of ARNEVUT, TUVERA BC, and Merger Sub agree that from the date hereof until completion of the Merger or termination of this Agreement it will:

(a) Comply with all requirements which applicable law may impose on it with respect to the Merger.

(b) Cooperate, and use commercially reasonable efforts to cause the Fairness Letter (as defined below) to be issued by the Utah Division of Securities.

(c) Use commercially reasonable efforts to obtain any waivers, consents and approvals from other parties to loan agreements, leases or other contracts or from such applicable governmental or regulatory bodies required to be obtained by it to consummate the transactions contemplated hereby.

(d) Will cooperate and assist the other parties hereto in such other ways to the extent practicable to implement the Merger on the terms set forth herein.

5.3 Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of ARNEVUT or Merger Sub, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of ARNEVUT or Merger Sub, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of ARNEVUT acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall (i) make promptly its respective filings, and thereafter make any other required submissions, under applicable laws with respect to the Merger and the other transactions contemplated hereby and (ii) use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws or otherwise to consummate and make effective the Merger and the other

transactions contemplated hereby, including, without limitation, using its reasonable best efforts to obtain all permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and parties to contracts with the ARNEVUT or TUVERA BC as are necessary for the consummation of the Merger and the other transactions contemplated hereby.

5.4 Plan of Reorganization. This Agreement is intended to constitute a “plan of reorganization” within the meaning of section 1.368-2(g) of the income tax regulations promulgated under the Code. From and after the date of this Agreement and until the Effective Time, each party hereto shall use its reasonable best efforts to cause the Merger to qualify, and will not knowingly take any action, cause any action to be taken, fail to take any action or cause any action to fail to be taken which action or failure to act could prevent the Merger from qualifying, as a reorganization within the meaning of Section 368(a) of the Code. Following the Effective Time, neither the Surviving Corporation, TUVERA BC nor any of their affiliates shall knowingly take any action, cause any action to be taken, fail to take any action or cause any action to fail to be taken, which action or failure to act could cause the Merger to fail to qualify as a reorganization within the meaning of Section 368(a) of the Code.

ARTICLE VI. CONDITIONS

6.1 Mutual Conditions. Completion of the Merger is subject to the fulfillment, or waiver by the party entitled to the benefit of the condition, of the conditions precedent set forth in this Article VI. The parties hereto will use all reasonable commercial efforts to satisfy or cause to be satisfied all the conditions precedent that are set forth in this Article VI, and will use all commercially reasonable efforts to complete the Merger as promptly as possible.

The obligations of each of ARNEVUT, TUVERA BC, and Merger Sub to complete the Merger will be subject to the following conditions precedent:

(a) This Agreement and the Merger shall have been approved and adopted by the requisite affirmative vote of the shareholders of ARNEVUT in accordance with the CBCA and ARNEVUT’s Articles of Incorporation.

(b) The receipt of all required consents and approvals to the Merger.

(c) The receipt of a fairness letter from the Utah Division of Securities approving the fairness of the terms and conditions of the Merger to the shareholders of ARNEVUT providing the basis for an exemption from registration under section 3(a)(10) of the U.S. Securities Act of 1933 (the “**Fairness Letter**”).

(d) No provision of any applicable law shall be in effect, and no judgment, injunction, order or decree shall have been entered since the date of this Agreement and shall be in effect, that makes the Merger illegal or otherwise restrains, enjoins or otherwise prohibits the consummation of the Merger, except where the violation of such law, judgment, injunction, order or decree that would occur if the Merger were consummated would not have a material adverse effect on ARNEVUT or TUVERA BC respectively.

6.2 Additional Conditions to the Obligations of TUVERA BC and Merger Sub.

Each of TUVERA BC's and Merger Sub's obligations to complete the Merger will be subject to the following conditions precedent:

(a) The representations and warranties of ARNEVUT in this Agreement shall be true and correct in all material respects as of the date of this Agreement and at the time of closing of the Merger.

(b) ARNEVUT shall have complied and duly performed in all material respects with its covenants in this Agreement.

(c) The board of directors of ARNEVUT shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by ARNEVUT to permit the completion of the Merger.

(d) There shall have been no adverse material change in the business and affairs of ARNEVUT, or any event, occurrence or development which would materially and adversely affect the ability of ARNEVUT to complete the Merger.

6.3 Additional Conditions to the Obligations of ARNEVUT. ARNEVUT's obligation to complete the Merger will be subject to the following conditions precedent:

(a) The representation and warranties of TUVERA BC and Merger Sub in this Agreement shall be true and correct in all material aspects as of the date of this Agreement and at the time of closing of the Merger.

(b) Each of TUVERA BC and Merger Sub shall have complied and duly performed in all material respects with its covenants in this Agreement.

(c) The board of directors of each of TUVERA BC and Merger Sub, and TUVERA BC, as the sole shareholder of Merger Sub, shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by TUVERA BC and Merger Sub to permit the completion of the Merger.

**ARTICLE VII.
TERMINATION**

7.1 Termination. This Agreement may be terminated:

(a) By the consent of each of ARNEVUT, TUVERA BC, and Merger Sub (without the need for any action on the part of their respective shareholders).

(b) By ARNEVUT if the ARNEVUT shareholders shall not have approved the Merger by the requisite vote by written consent prior to the Closing Date.

(c) Upon notice by one party to the other if there shall be passed any law or regulation that makes consummation of the transaction contemplated herein illegal or otherwise prohibited or if any injunction, order or decree enjoining ARNEVUT, TUVERA BC, or Merger

Sub from consummating the transactions contemplated herein is entered and such injunction, order or decree has become final and without right of appeal.

(d) Upon notice by ARNEVUT to TUVERA BC and Merger Sub if any condition for the benefit of ARNEVUT set forth in Article VI (including mutual conditions) has not been satisfied or waived by ARNEVUT.

(e) Upon notice by TUVERA BC or Merger Sub to ARNEVUT if any condition for the benefit of TUVERA BC set forth in Article VI (including mutual conditions) has not been satisfied or waived by TUVERA BC.

ARTICLE VIII. GENERAL

8.1 Binding Agreement; No Third Party Beneficiaries. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.2 Time. Time is of the essence of this Agreement.

8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Utah.

8.4 Waiver of Jury Trial. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

8.5 Interpretation; Construction.

(a) The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” A reference in this Agreement to \$ or dollars is to U.S. dollars. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

8.6 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement. In the event of any inconsistency between the statements in the body of this Agreement and the disclosure schedules (other than an exception expressly set forth as such disclosure schedules), the statements in the body of this Agreement will control.

8.7 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8.8 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

8.9 Remedies. Except as otherwise provided in this Agreement, any and all remedies expressly conferred upon a party to this Agreement will be cumulative with, and not exclusive of, any other remedy contained in this Agreement, at law or in equity. The exercise by a party to this Agreement of any one remedy will not preclude the exercise by it of any other remedy.

8.10 Further Assurances. Each party hereto shall, from time to time, and at all times hereafter, at the reasonable request of the other parties hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

8.11 Counterparts. This Agreement may be signed in one or more counterparts, originally or by facsimile, each such counterpart taken together will form one and the same agreement.

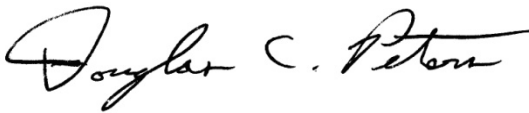
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IN WITNESS WHEREOF, ARNEVUT, TUVERA BC and Merger Sub have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

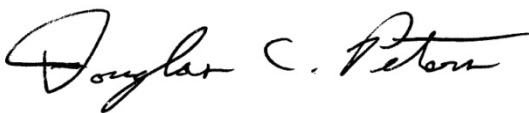
ARNEVUT RESOURCES INC.

By: 
M. Hassan Alief, CEO

TUVERA EXPLORATION INC.

By: 
Douglas C. Peters, President & CEO

TUVERA UTAH, INC.

By: 
Douglas C. Peters, President & CEO