

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the 12th day of February, 2008

AMONG:

PROBE RESOURCES LTD., a company incorporated under the laws of the Province of British Columbia, having a registered office at 1500 – 1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7

(“**Probe Resources**”)

AND:

PROBE RESOURCES US LTD., a company incorporated under the laws of Nevada, having a registered office at 1500 – 1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7

(“**Probe US**”)

AND:

L. SCOTT BROUSSARD, businessman, of 18488 Lindas Place, Montgomery, Texas, 77316

(the “**Executive**”)

WHEREAS:

(A) Probe Resources wishes to employ the Executive as President and Chief Executive Officer, and the Executive wishes to serve Probe Resources in such capacities;

(B) Probe US wishes to employ the Executive as President and Chief Executive Officer, and the Executive wishes to serve Probe US in such capacities;

WITNESS that, in consideration of Executive’s employment with Probe Resources and Probe US (collectively, the “**Employer**”) and the premises and mutual covenants set forth in this Agreement and other good and valuable consideration, the sufficiency of which the Executive acknowledges, it is agreed by and between the Employer and the Executive as follows:

PART 1
ENGAGEMENT

Employment

1.1 The Employer agrees to employ the Executive, and Executive accepts such employment, in accordance with the terms and conditions of this Agreement, from the Commencement Date and continuing throughout the Term of this Agreement.

Positions with Probe Resources

1.2 Effective on the Commencement Date, the Executive shall be employed in the position of Chief Executive Officer of Probe Resources and, following the next annual general meeting of Probe Resources, as President of Probe Resources. The management of Probe Resources shall put the Executive's name forward for nomination as a director of Probe Resources at the next annual general meeting of Probe Resources.

Position with Probe US

1.3 On or before the Commencement Date, the Executive shall be employed in the position of President and Chief Executive Officer of Probe US.

Director of Subsidiaries

1.4 On or before the Commencement Date, the Executive shall be appointed to serve on the board of Probe US and any other subsidiary of Probe Resources, as may be required by the Board.

Duties of Executive

1.5 In such capacities as set out in §1.2, §1.3 and §1.4, the Executive shall, during his employment under this Agreement, perform the duties as set out in Schedule A and as may be assigned to him from time to time by the Board.

Skill, Care and Diligence

1.6 The Executive shall during his employment under this Agreement exercise the degree of care, diligence and skill that a prudent executive would exercise in comparable circumstances.

Location of Employment

1.7 The principal location at which the Executive will substantially perform his duties will be the offices of the Employer in Houston, Texas or at such other location as may be agreed to by the Parties.

Office of Director

- 1.8 During his employment under this Agreement, the Executive shall not
- (a) resign as a director of Probe Resources or its Subsidiaries except with the consent of the Board,
 - (b) do or refrain from doing any act whereby his office as a director is or becomes liable to be vacated, or
 - (c) do anything that would cause him to be disqualified to act as a director.

Signing Bonus

1.9 Probe US shall pay the Executive a signing bonus of sixty thousand dollars (\$60,000) within ten (10) days of the Commencement Date less applicable statutory tax and other withholding deductions.

Base Salary

1.10 During the Term, Probe US shall pay the Executive a salary in the amount of twenty thousand dollars (\$20,000) per month, less applicable statutory tax and other withholding and insurance deductions (the “**Base Salary**”). Payment of the Base Salary shall be made for each month on the last business day of that month.

Performance Reviews

1.11 The Executive’s first salary review by the Board will be on the date that is one (1) year from the Commencement Date. Each salary review thereafter will be on each anniversary date after the first salary review. The Board will have sole discretion to adjust the Executive’s salary.

Initial Grant of Stock Options

1.12 On the Commencement Date, Probe Resources shall grant to the Executive three hundred and twenty thousand (320,000) stock options exercisable into common shares of Probe Resources to vest on that date at an exercise price of CND\$0.40 per share, such options to have a five (5) year term, subject to the terms of the TSXV policies.

Additional Options

1.13 On the Commencement Date, Probe Resources shall also grant to the Executive the following stock options, exercisable into common shares of Probe Resources, to vest according to the following schedule, provided that this Agreement is still in effect as of the vesting dates set forth below

- (a) five hundred thousand (500,000) options to vest on January 1, 2009 at an exercise price of CND\$0.40 per share, such options to have a five (5) year term; and

(b) four hundred thousand (400,000) options to vest on January 1, 2010 at an exercise price of CND\$0.40 per share, such options to have a five (5) year term.

Grant of Options Conditional

1.14 The Executive acknowledges, understands and agrees that the grant of options to the Executive under this Agreement, including the number of options granted and the exercise price of such options, is subject to:

- (a) the TSXV providing Probe Resources with written approval of such grants, if required;
- (b) the shareholders of Probe Resources and the TSXV approving a proposed 20% fixed stock option plan for Probe Resources; and
- (c) the revocation or cessation by the applicable Canadian securities regulators of the Management Cease Trade Order issued against certain insiders of Probe Resources on January 3, 2008.

Options Subject to Stock Option Plan

1.15 The grant of options to the Executive under this Agreement shall be governed strictly in accordance with the terms of the Stock Option Plan, or any replacement thereof approved by the shareholders of Probe Resources, and the rules, regulations and policies of the TSXV. The Executive acknowledges that he has been given a copy of the Stock Option Plan.

Cancellation of Stock Options

1.16 If the Executive's employment is terminated pursuant to Part 3 of this Agreement, all stock options issued to the Executive under this Agreement will be cancelled on the date which is the later of that prescribed under the Stock Option Plan and the policies of the TSXV in effect from time to time.

Future Private Placement

1.17 Probe Resources anticipates, but does not represent, offering by private placement, a certain number of units for subscription at a price of CDN\$0.50 per unit, each unit to consist of one common share of Probe Resources and one purchase warrant, subject to the approval of the TSXV. Provided that Probe Resources undertakes a private placement offering, as described in this §1.17, the Executive agrees, and Probe Resources will permit the Executive, to participate in such private placement by subscribing for units and paying subscription funds in the amount of forty-five thousand dollars (\$45,000) to Probe Resources.

Benefits and Vacation Entitlement

1.18 Upon the establishment of a formal benefits and vacation program by Probe US, the Executive shall be entitled to participate in all employee benefit plans, programs and

arrangements available to all full-time employees of Probe US, pursuant to the terms and eligibility requirements of such plans.

Payment In Lieu of Benefits

1.19 Until such time as a formal benefits and vacation program is established as described in §1.18, Probe US will pay the Executive ten percent (10%) of the Executive's Base Salary in lieu thereof, such payment to be made on a monthly basis.

Reimbursement of Expenses

1.20 The Employer shall, by way of reimbursement, pay to the Executive all reasonable travelling, hotel and other expenses exclusively and necessarily incurred by him in or about the performance of his duties under this Agreement, provided that the Executive forwards to the Employer detailed invoices for all such expenses and receipts and an itemized accounting therefore within thirty (30) days of incurring such expense. The Executive must obtain written approval from Probe Resources' Chief Financial Officer prior to incurring any single expense in excess of ten thousand dollars (\$10,000).

Withholding Tax

1.21 Probe US shall be entitled to withhold from any compensation, benefits or amounts payable under this Agreement all federal, provincial, state, city or other taxes or fees as may be required pursuant to any law or governmental regulation or ruling. The Employer shall be entitled to rely on an opinion of counsel if any questions as to the amount or requirement of withholding shall arise.

Term of Employment

1.22 The Executive's employment pursuant to this Agreement shall continue in effect until December 31, 2008 (the "**Initial Period**"), which shall be automatically extended for additional, successive one year periods (the "**Additional Periods**") commencing on January 1, 2009, unless either Party gives notice of non-renewal or otherwise terminates this Agreement.

PART 2

OBLIGATIONS OF EMPLOYMENT

Business of the Employer

2.1 The Executive shall devote substantially all of his working attention and energy to the business of the Employer, except as set forth in §2.3 and will not, during his employment with the Employer, engage in any business, enterprise or activity that is contrary to or detracts from the due performance of the Business of the Employer.

Outside Board Positions

2.2 The Board consents to the Executive holding outside board appointments on the following conditions

- (a) the Executive advises and receives the prior written consent of the Board (which consent shall not be unreasonably withheld),
- (b) the Executive's engagement will not affect or interfere with the Executive's duties or obligations to the Employer, and
- (c) the Executive's engagement will not in any way assist a Competitive Business or create an actual conflict of interest.

Exception to Outside Business

2.3 Despite §2.1 and §2.2 of this Agreement, the Employer acknowledges that the Executive has a beneficial interest in Trifecta Operating LLC and no approval is required by the Board for the Executive's continued interest and involvement in this company provided the Executive's engagement in such company will not affect or interfere with his duties or obligations to the Employer, or in any way assist a Competitive Business or create an actual conflict of interest.

No Personal Benefit

2.4 The Executive will not receive or accept for the Executive's own benefit, directly or indirectly, any commission, rebate, discount, gratuity or profit from any Person having or proposing to have one or more business transactions with the Employer, without the prior approval of the Board.

Business Opportunities

2.5 During his employment, the Executive will communicate and channel to the Employer all knowledge, business and customer contacts and any other information that could concern or be in any way beneficial to the Business of the Employer. Any such information communicated to the Employer as aforesaid will be and remain the property of the Employer notwithstanding any subsequent termination of the Executive's employment.

Nondisclosure of Proprietary Information

2.6 Except as required in the faithful performance of the Executive's duties hereunder or as specifically set forth in this §2.6, the Executive shall, in perpetuity, maintain in confidence and shall not directly, indirectly or otherwise, use, disseminate, disclose or publish, or use for his benefit or the benefit of any person, firm, corporation or other entity any confidential or proprietary information or trade secrets of or relating to the Employer, including, without limitation, information with respect to the Employer's operations, present and contemplated projects and prospecting geological or seismic data, reserve reports, or deliver to any person, firm, corporation or other entity any document, record, notebook, computer program or similar

repository of or containing any such confidential or proprietary information or trade secrets (“**Confidential Information**”). The Parties stipulate and agree that as between them the foregoing matters are important, material and confidential proprietary information and trade secrets and affect the successful conduct of the businesses of the Employer (and any successor or assignee of the Employer).

Return of Employer Property

2.7 Upon termination of his employment, the Executive will promptly return to the Employer, all the Employer’s property including all written information, tapes, discs or memory devices and copies thereof, and any other material on any medium in the Executive’s possession or control pertaining to the Business of the Employer, without retaining any copies or records of any Confidential Information whatsoever. The Executive will also return any keys, pass cards, identification cards, equipment or other property belonging to the Employer.

Restrictions on Competitive Businesses

2.8 The Executive will not:

- (a) either individually or in conjunction with any Person, as principal, agent, director, officer, employee, investor or in any other manner whatsoever, directly or indirectly, engage in or become financially interested in a Competitive Business without the prior written consent of the Board,
- (b) either directly or indirectly, on its own behalf or on behalf of others, solicit, divert or appropriate or attempt to solicit, divert or appropriate to any Competitive Business, any business or actively sought prospective business or property of the Employer, or with whom the Executive has dealt in relation to the Business or projects, or with whom the Executive has supervised negotiations or business relations, or about whom the Executive has acquired Confidential Information during the Term,
- (c) either directly or indirectly, on its own behalf or on behalf of others, solicit, divert or hire away, or attempt to solicit, divert, or hire away or accept employment solicitations or applications from any person employed by the Employer or persuade or attempt to persuade any such individual to terminate his or her employment with the Employer, or
- (d) directly or indirectly, impair or seek to impair, any relationships that the Employer has with its employees, consultants or other parties with which the Employer does business or has contractual relations.

Restrictions Continue

2.9 The Executive agrees to comply with the restrictions set out in §2.8 of this Agreement at all times during the Term and for a period of one (1) year after termination of this Agreement.

Injunctive Relief

2.10 The Executive acknowledges that irreparable harm may result to the Employer if he breaches any of his obligations under §2.8 of this Agreement and acknowledges that such a breach may not properly be compensated by an award of damages and accordingly, the remedy for any such breach may include, in addition to other available remedies and damages, injunctive relief or other equitable relief enjoining such breach at the earliest possible date.

PART 3

TERMINATION

Circumstances for Termination

3.1 The Executive's employment hereunder may be terminated by the Employer or the Executive, as applicable, without any breach of this Agreement only under the following circumstances:

- (a) Death. The Executive's employment hereunder shall automatically terminate upon his death.
- (b) Disability. If the Executive has incurred a Disability, the Employer may give the Executive written notice of its intention to terminate his employment due to such Disability. In that event, the Executive's employment hereunder shall terminate effective immediately upon receipt of such notice by the Employer.
- (c) Termination for Cause. The Employer may terminate the Executive's employment for Cause.
- (d) Termination without Cause. The Employer may terminate the Executive's employment without Cause.
- (e) Resignation. The Executive may resign his employment
- (f) Change of Control. The Executive's employment may be terminated upon a Change of Control.

Notice of Termination

3.2 Any termination of the Executive's employment by the Employer or by the Executive under this Part 3 (other than termination pursuant to §3.1(a)) shall be communicated by a written notice to the other Party indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and specifying a date of termination ("**Date of Termination**") which, if submitted by the Executive, shall be at least thirty (30) days following the date of such notice (a "**Notice of Termination**") provided, however, that the Employer may, in its sole discretion, change the

Date of Termination to any earlier date following the Employer's receipt of the Notice of Termination. A Notice of Termination submitted by the Employer may provide for a Date of Termination on the date the Executive receives the Notice of Termination, or any date thereafter elected by the Employer in its sole discretion.

Resignation by the Executive

3.3 If for any reason the Executive should wish to resign from the Employer, the Executive will provide the Employer with thirty (30) days prior written notice of his intention (the "**Resignation Period**"). The Employer may, in its sole and unfettered discretion, waive the Resignation Period and end the Executive's employment immediately by delivering to him a written notice accompanied by payment of the Executive's Base Salary due to the Executive during the remainder of the Resignation Period. The Executive will not be entitled to receive any further pay or compensation (except for pay, if any, accrued and owing under this Agreement up to the Date of Termination), severance pay, notice, payment in lieu of notice, benefits or damages of any kind, and for clarity, without limiting the foregoing, the Executive will not be entitled to any bonus or pro rata bonus payment that has not already been awarded by the Board.

Termination for Cause

3.4 The Employer may terminate the Executive's employment at any time for Cause, effective immediately upon delivery by the Employer to the Executive of a Notice of Termination of the Executive's employment for Cause. The Executive will not be entitled to receive any further pay or compensation (except for pay, if any, accrued and owing under this Agreement up to the Date of Termination), severance pay, notice, payment in lieu of notice, benefits or damages of any kind, and for clarity, without limiting the foregoing, the Executive will not be entitled to any bonus or pro rata bonus payment that has not already been awarded by the Board.

Termination Without Cause

3.5 The Employer may terminate the Executive's employment at any time without Cause, effective upon delivery by the Employer to the Executive of a Notice of Termination of the Executive's employment. Subject to §3.6, the Executive will be entitled to receive all accrued Base Salary and any bonuses to the Date of Termination, including accrued vacation pay, calculated from the Commencement Date to the Date of Termination as follows:

- (a) for up to two (2) years of employment, the Executive will be paid an amount equal to twelve (12) months of the Executive's Base Salary at the time of termination; and
- (b) for more than two (2) years of employment, the Executive will be paid an amount equal to the amount set out in §3.5(a) of this Agreement for the first two (2) years of employment plus an amount equal to thirteen (13) months of the Executive's Base Salary at the time of termination for each year of employment beyond two (2) years.

Limitation on Without Cause Compensation

3.6 Despite §3.5, the maximum amount the Executive shall be entitled to receive for termination without Cause is twenty-four (24) months of the Executive's Base Salary. The Executive will not be entitled to receive any further pay or compensation, severance pay, notice, payment in lieu of notice, benefits or damages of any kind.

Change of Control

3.7 A Change of Control will not amount to constructive dismissal unless the Executive is terminated in connection with such change or the terms and conditions of the Executive's employment under this Agreement are materially altered and the Executive is removed as President and Chief Executive Officer of Probe US. In the event that the Executive's employment is terminated without Cause in connection with a Change of Control, or within three (3) months of the date of a Change of Control, the Executive will be entitled to be compensated pursuant to §3.5 of this Agreement.

Termination Upon Death

3.8 If the Executive dies during his employment under this Agreement, (i) the Executive's employment will terminate on the date of his death, (ii) Probe US will pay to the Executive's estate the remainder of the Executive's Base Salary for the Initial Period or Additional Period (as applicable) at the rate then in effect, and (iii) if applicable, the Executive's estate shall be entitled to any rights and benefits that the Executive may have under the terms of Probe US' employee benefit plans subject to the terms of those plans.

Termination upon Disability

3.9 If the Executive becomes disabled during his employment under this Agreement, (i) the Executive's employment will terminate on the date of his Disability, (ii) Probe US will pay to the Executive the remainder of the Executive's Base Salary for the Initial Period or Additional Period (as applicable) at the rate then in effect, and (iii) if applicable, the Executive shall be entitled to any rights and benefits that the Executive may have under the terms of Probe US' employee benefit plans subject to the terms of those plans.

Waiver of Claims

3.10 In the event this Agreement is terminated by Probe Resources or Probe US without Cause, the Executive agrees to accept, in full settlement of any and all claims, losses, damages and other demands that the Executive may have arising out of such termination or non-renewal, as liquidated damages and not as a penalty, the payments and benefits set forth in this Agreement. The Executive hereby waives any and all rights the Executive may have to bring any cause of action or proceeding contesting any such termination or non-renewal. Under no circumstances shall the Executive be entitled to any compensation or confirmation of any benefits under this Agreement for any period following the Executive's date of termination if the Executive's termination is for Cause.

Repayment of Advances

3.11 Upon termination of employment, the Executive shall repay to Probe Resources or any of its Subsidiaries, all sums due to them for any reason, including advances, accounts receivable or loans.

Covenant Not to Sue

3.12 The Executive covenants not to sue or lodge any claim, demand, or cause of action against Probe Resources or any of its Subsidiaries based on termination for any monies other than those specified in Part 3; provided, however, that nothing contained in this §3.12 shall prevent the Executive from initiating arbitration pursuant to Part 4 hereof to recover the amounts specified in Part 3. If the Executive breaches this covenant, Probe Resources and its Subsidiaries shall be entitled to recover from the Executive all sums reasonably expended by Probe Resources and its Subsidiaries (including costs and attorneys' fees) in connection with such suit, claim, demand or cause of action. Probe Resources and its Subsidiaries shall not be entitled to offset any of the amounts specified in the immediately preceding sentence against amounts otherwise owing by Probe Resources or its Subsidiaries to the Executive prior to a final determination under the terms of the arbitration provisions of this Agreement that the Executive has breached the covenant contained in this §3.12.

Equitable Remedies

3.13 The Executive hereby acknowledges and agrees that if a breach of the Executive's obligations under this Agreement would result in damages to the Employer that could not be adequately compensated for by monetary award, in addition to all other remedies available to the Employer at law or in equity, the Employer will be entitled as a matter of right to apply to a Court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with this Agreement.

Deemed Resignation

3.14 Any termination of the Executive's employment with the Employer shall constitute an automatic resignation of the Executive as an officer of Probe Resources and each Subsidiary, and an automatic resignation of the Executive from the Board (if applicable and unless otherwise agreed in writing) and from the board of directors of any Subsidiary of Probe Resources.

PART 4

DISPUTE RESOLUTION

Dispute Resolution

4.1 In the event of a dispute arising out of or in connection with this Agreement which does not involve the Employer seeking a court injunction or other relief relating to

protection or enforcement of the Employer's intellectual property or Confidential Information, that dispute will be resolved as follows:

- (a) Amicable Negotiation. The Parties will make *bona fide* efforts to resolve the dispute by amicable negotiation,
- (b) Mediation. If the Parties are unable to negotiate resolution of the dispute by amicable negotiation, either Party may refer the dispute to mediation by providing written notice to the other Party. If the Parties cannot agree on a mediator within thirty (30) days of receipt of the notice to mediate, then either Party may make application to the British Columbia International Commercial Arbitration Centre (the "BCICAC") to have one appointed. The mediation will be held in Vancouver, Canada in accordance with the BCICAC's rules, and each Party will bear its own costs of the mediation, including one-half share of the mediator's fees, and
- (c) Arbitration. If, after mediation the Parties have been unable to resolve the dispute, the mediator has been inactive for more than fifty (50) days, a mediation has not taken place within fifty (50) days of a referral to the BCICAC for the appointment of a mediator, or such other period agreed to in writing by the Parties, either Party may refer the dispute to arbitration by providing written notice to the other Party. If the Parties cannot agree on an arbitrator within thirty (30) days of receipt of the notice to arbitrate, either Party may make application to the BCICAC to appoint an arbitrator. The arbitration will be held in Vancouver, Canada in accordance with the BCICAC's rules, and each Party will bear its own costs of the arbitration, including one-half share of the arbitrator's fees.

PART 5

GENERAL

Agreement Voluntary and Equitable

5.1 The Executive acknowledges that he has carefully considered and understands the terms of employment contained in this Agreement, that the terms are mutually fair and equitable, and that he has executed this Agreement voluntarily and of his own free will.

Assignment and Enurement

5.2 This Agreement is personal to the Executive, and the Executive shall not assign this Agreement, any part of this Agreement or any of the Executive's rights under this Agreement. Probe Resources and Probe US shall have the right to assign this Agreement to a successor in interest in connection with a merger, sale of substantially all assets or the like; provided however, that an assignment of this Agreement to an entity with operations, products or services outside of the industries in which Probe Resources and Probe US are then active shall not be deemed to expand the scope of the Executive's covenant not to compete with such operations, products or services without the Employer's written consent.

Severability

5.3 If any provision of this Agreement is determined to be invalid or unenforceable for any reason, that provision will be severed from this Agreement and the remaining provisions will remain in effect.

Entire Agreement

5.4 This Agreement constitutes the entire agreement between the Executive and the Employer with respect to the subject matter herein and cancels and supersedes all previous invitations, proposals, letters, correspondence, negotiations, promises, agreements, covenants, conditions, representations and warranties with respect to the subject matter of this Agreement.

Notice

5.5 Any notice required or permitted to be given under this Agreement must be in writing and will be sufficiently given or made if faxed, delivered or sent by registered mail to the address of the Parties set out below. Any notice so given will be deemed to have been given and to have been received on the day of delivery if it is a business day and otherwise on the next succeeding business day or, if mailed, on the third (3rd) business day following the mailing thereof (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause). Addresses and facsimile numbers for notice may be changed by giving notice in accordance with this section.

- (a) To Probe Resources:

Probe Resources Ltd.
1500 – 1055 West Georgia Street
Vancouver, Canada V6E 1C4

Attn: Corporate Secretary
Fax: (604) 685-7084

- (b) To Probe US:

Probe Resources US Ltd.
1500 – 1055 West Georgia Street
Vancouver, Canada V6E 1C4

Attn: Corporate Secretary
Fax: (604) 685-7084

(c) To Broussard:

L. Scott Broussard
18488 Lindas Place
Montgomery, Texas 77316

Attn: L. Scott Broussard
Fax: (936) 447-1105

Non-Waiver

5.6 No failure or delay by the Executive or the Employer in exercising any power or right under this Agreement will operate as a waiver of such power or right. Any consent or waiver by any Party to any breach or default under this Agreement will be effective only in the specific instance and for the specific purpose for which it was given.

Survival of Terms

5.7 The provisions of §2.7, 2.8, 3.10, 3.11 and Part 4 of this Agreement will survive the termination of the Executive's employment, as well as any other provisions herein that are necessary for the post termination protection of the Employer or its Confidential Information or intellectual property.

Further Assistance

5.8 The Parties will execute and deliver any documents and perform any acts necessary to carry out the intent of this Agreement.

Governing Laws

5.9 The Executive agrees that this Agreement will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.

Reference to Monetary Amounts

5.10 Unless otherwise expressed in this Agreement, all references to monetary amounts in this Agreement are in US dollars.

Independent Legal Advice

5.11 The Executive acknowledges that he has been given an opportunity to seek independent legal advice with respect to the terms of this Agreement prior to its execution and has been advised to do so by the Employer.

Counterparts

5.12 This Agreement may be executed in two or more counterparts, each of which will be deemed an original and both of which will constitute one agreement.

PART 6

INTERPRETATION

Other Definitions

6.1 In this Agreement

- (a) **“Board”** means the board of directors of Probe Resources Ltd.,
- (b) **“Business”** means the business of discovering, developing, exploring and commercializing oil and gas opportunities, and the marketing, sales and transportation of such production,
- (c) **“Cause”** when used in connection with the termination of employment with the Employer, means the termination of the Executive’s employment by the Employer by reason of: (i) the conviction of, or the entering of a guilty plea or plea of no contest with respect to, any crime or offence (whether or not for personal gain) that causes or may reasonably be expected to cause harm to the financial condition or business reputation of Probe Resources or any of its Subsidiaries or that involves theft, fraud, embezzlement, moral turpitude, intentional damage to property of Probe Resources or any of its Subsidiaries or similar conduct; (ii) the commission (or attempted commission) by the Executive of an act of fraud upon Probe Resources or any of its Subsidiaries; (iii) the misuse or diversion (or attempted misuse or diversion) of any material amount of Probe Resources’ or any of its Subsidiaries’ funds or property; (iv) fraudulent or willful and material misrepresentation or concealment on any written report submitted to Probe Resources or any of its Subsidiaries; (v) failure by the Executive to adhere in any material respect to any written policy of Probe Resources or any of its Subsidiaries, breach of this Agreement in any material respect, or failure to perform material duties assigned to the Executive hereunder or the habitual neglect thereof, in each case described in this clause (v), after reasonable written notice and opportunity to cure has been given by Probe Resources; (vi) the appropriation (or attempted appropriation) of a material business opportunity of Probe Resources or any of its Subsidiaries, including attempting to secure or securing personal profit in connection with any transaction entered into on behalf of Probe Resources or any of its Subsidiaries; (vii) the engagement by the Executive in any conflict of interest with Probe Resources or any of its Subsidiaries without compliance with Probe Resources’ conflict of interest policy, if any, then in effect; (viii) the engagement by the Executive, without the prior written approval of the Board, in any activity or venture which competes with the domestic business of Probe Resources or any of its Subsidiaries; (ix) the engagement in any behavior or conduct which would constitute a material violation of the provisions of Probe Resources’ insider trading policy or a material violation of any business ethics policy, if

any, then in effect; or (x) the engagement in any behavior or conduct which, in the judgment of the Board, is detrimental to or harms the business or reputation of Probe Resources or any of its Subsidiaries, after reasonable notice and opportunity to cure has been given by Probe Resources; or (xi) the engagement by or acceptance of employment with another company or entity,

(d) **“Change in Control”** means the occurrence of an event of one or more of the following

- (i) a merger, consolidation, reorganization or arrangement that results in a transfer of more than fifty percent (50%) of the total voting power of the outstanding securities of Probe Resources or any of its Subsidiaries to a person or a group of persons different from the person or a group of persons holding those securities immediately prior to such transaction (other than Probe Resources or any of its Subsidiaries or a person that directly or indirectly controls, is controlled by, or is under common control with, Probe Resources or any of its Subsidiaries),
- (ii) a direct or indirect sale or other transfer of beneficial ownership of securities of Probe Resources or any of its Subsidiaries possessing more than fifty percent (50%) of the total combined voting power of Probe Resources’ or any of its Subsidiaries’ outstanding securities to a person or a group of persons different from a person or a group of persons holding those securities immediately prior to such transaction (other than Probe Resources or any of its Subsidiaries or a person that directly or indirectly controls, is controlled by, or is under common control with, Probe Resources or any of its Subsidiaries),
- (iii) a direct or indirect sale or other transfer of the right to appoint more than fifty percent (50%) of the directors of the Board or otherwise directly or indirectly control the management, affairs and business of Probe Resources or any of its Subsidiaries to a person or a group of persons different from a person or a group of persons holding this right immediately prior to such transaction (other than Probe Resources or any of its Subsidiaries or a person that directly or indirectly controls, is controlled by, or is under common control with, Probe Resources or any of its Subsidiaries),
- (iv) a direct or indirect sale or other transfer of all or substantially all of the assets of Probe Resources or any of its Subsidiaries to a person or a group of persons different from a person or a group of persons holding those assets immediately prior to such transaction (other than Probe Resources or any of its Subsidiaries or a person that directly or indirectly controls, is controlled by, or is under common control with, Probe Resources or any of its Subsidiaries), or
- (v) a complete liquidation, dissolution or winding-up of Probe Resources or any of its Subsidiaries,

provided, however, that a Change in Control will not be deemed to have occurred if such Change in Control results solely from the issuance, in connection with a *bona fide*

financing or series of financings by Probe Resources or any of its Subsidiaries, of voting securities of Probe Resources or any rights to acquire voting securities of the Probe Resources or any of its Subsidiaries which are convertible into voting securities,

(e) “**Competitive Business**” means any business operation, whether a partnership, proprietorship, joint venture, the Employer or otherwise, that is engaged in a business the same as, substantially similar to, or competitive with the Business of the Employer,

(f) “**Commencement Date**” means February 12, 2008,

(g) “**Disability**” means (a) when the Executive has become physically or mentally incapable (excluding infrequent and temporary absences due to ordinary illnesses) of properly performing the services required of him in accordance with his employment obligations; (b) such incapacity shall exist or be reasonably expected to exist for more than one hundred and eighty (180) days in the aggregate during any period of twelve (12) consecutive months; and (c) either the Executive and his physician or the Employer shall have given the other sixty (60) days written notice of his or its intention to terminate the Executive’s active employment because of such Disability. Notwithstanding the foregoing definition, the Executive shall be deemed to have become disabled for purposes of this Agreement, if the insurer providing Probe Resources’ Disability policy (if any) shall find, during the term of such policy and pursuant to the provisions of such policy, that the Executive is so mentally or physically disabled as to be unable to reasonably engage in his job responsibility and that such Disability is permanent and will be continuous during the remainder of the Executive’s life, and either the Executive and his physician or Probe Resources shall have given the other sixty (60) days written notice of his or its intention to terminate the Executive’s active employment because of such Disability,

(h) “**Duties**” means the services as set out in Schedule A of this Agreement,

(i) “**Parties**” means the Executive and the Employer, and a “**Party**” means any one of them,

(j) “**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, the Employer or the Employer with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency or entity however designated or constituted,

(k) “**Stock Option Plan**” means the Stock Option Plan of Probe Resources in effect at the Commencement Date and any replacement thereof, approved by the shareholders of Probe Resources,

(l) “**Subsidiary**” means any subsidiary of Probe Resources, and includes Probe US and Probe Resources Energy Marketing US Ltd.,

(m) “**Term**” is as defined in §1.22 of this Agreement, and

(n) "TSXV" means the TSX Venture Exchange.

Schedules

6.2 The schedules set out below are incorporated and form part of this Agreement:

(a) Schedule A – Duties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date first written above.

PROBE RESOURCES LTD.

Per: _____
Morgan Tincher, Secretary

PROBE RESOURCES US LTD.

Per: _____
Bruce Ganer, Director

Signed, Sealed and Delivered by **L. SCOTT BROUSSARD** in the presence of:)

_____))

_____))

_____))

_____))

_____))

_____))

_____))

_____))

L. SCOTT BROUSSARD

No. 3993 P. 19

(n) "TSXV" means the TSX Venture Exchange.

Schedules

6.2 The schedules set out below are incorporated and form part of this Agreement:

(a) Schedule A - Duties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date first written above.

PROBE RESOURCES LTD.

Per: _____

Morgan Fincher, Secretary

PROBE RESOURCES US LTD.

Per: _____

Bruce Ganer, Director

Signed, Sealed and Delivered by L. SCOTT BROUSSARD in the presence of:

Mary Ann McKellan
Witness (Signature)

MARY ANN MCKELLAN
Name (please print)

5438 PRINCETON
Address

KATY TX
City, State

OFFICE MANAGER
Occupation

L. Scott Broussard
L. SCOTT BROUSSARD

Feb. 18. 2008 2:38PM

No. 3993 P. 19

(n) "TSXV" means the TSX Venture Exchange.

Schedules

6.2 The schedules set out below are incorporated and form part of this Agreement:

(a) Schedule A – Duties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date first written above.

PROBE RESOURCES LTD.

Per: _____
Morgan Tincher, Secretary

PROBE RESOURCES US LTD.

Per: Bruce A. Ganer
Bruce Ganer, Director

Signed, Sealed and Delivered by L. SCOTT BROUSSARD in the presence of:

Mary Ann McClellan
Witness (Signature)

MARY ANN McClellan
Name (please print)

5438 PRINCETON
Address

KATY, TX
City, State

OFFICE MANAGER
Occupation

L. Scott Broussard
L. SCOTT BROUSSARD

Feb. 18. 2008 2:38PM

SCHEDULE A

Duties

Position Summary: The President and Chief Executive Officer is responsible for providing strategic leadership to Probe Resources and Probe US by working with the Board and the executive management team to establish, implement and over-see the long-range goals, strategies, plans and policies of Probe Resources and Probe US.

1. General Duties and Responsibilities

The Executive shall during his employment under this Agreement

- (a) perform the duties and exercise the powers which the Board may from time to time properly assign to him in his capacity as President and Chief Executive Officer in connection with the Business of Probe Resources and the business of any one or more of its Subsidiaries including performing duties as requested by the Board from time to time by serving on the board of Probe Resources and one or more of its Subsidiaries or on any other executive body or any committee of such company,
- (b) do all in his power to promote, develop and extend the business of Probe Resources and of its Subsidiaries and at all times and in all respects conform to and comply with the proper and reasonable directions and regulations of the Board,
- (c) in the absence of any specific directions from the Board (but subject always to the articles of Probe Resources) have the general control and responsibility for the management of Probe Resources' business in respect of exploration and development and specifically
 - (i) provide leadership to ensure that the mission, ethical values and core guiding principles of Probe Resources are put into practice,
 - (ii) lead the executive management team to be effective developers of solutions to business challenges thereby establishing credibility throughout the organization and with the Board,
 - (iii) be responsible for driving Probe Resources to achieve and surpass production, profitability, cash flow, business goals and objectives,
 - (iv) motivate and lead a high-performance management team, attract and recruit new members of the executive team and retain the executive leadership team, provide mentoring as a cornerstone to the development of management,

(v) represent Probe Resources and Probe US and its values with customers, vendors, shareholders, government, regulatory bodies, stakeholders and the public, and

(vi) support the recruitment, selection, individual development and monitoring of the executive management team and other senior management personnel to ensure Probe Resources maintains a strong succession plan.

2. Business Management and Strategy

The President and Chief Executive Officer shall

(a) spearhead the development, communication and implementation of effective growth strategies and processes,

(b) collaborate with the executive management team to develop and implement plans for the operational infrastructure of systems, processes and personnel designed to accommodate the growth objectives of Probe Resources,

(c) assist, as required, in raising additional capital at appropriate valuations to enable Probe Resources to meet sales, growth and market share objectives,

(d) assist in developing the strategy and implementation of major mergers, acquisitions and divestitures, and

(e) foster a success-oriented, accountable environment within Probe Resources.

3. Corporate Governance and Disclosure

The President and Chief Executive Officer shall

(a) oversee the development, implementation and compliance with key corporate policies, including policies regarding corporate governance, risk management, financial reporting as well as compliance with applicable legal and regulatory requirements,

(b) assist the committees of Probe Resources and its Chief Financial Officer to ensure appropriate and timely disclosure of material information, and

(c) together with the Chief Financial Officer, establish and maintain Probe Resources'

(i) disclosure controls and procedures,

(ii) internal controls over financial reporting, and

(iii) processes for certification of the public disclosure documents.