

Statement of Edward Netterville

I, Edward Netterville, hereby solemnly make my oath and state as follows:

1. The facts stated herein are based on my personal knowledge.
2. I was employed in the marine and oil industries from 1957 until my retirement in 2001. During this time I served aboard oil rigs throughout the world, including in India, the Middle East, the Caribbean, West Africa, Greece, and Italy.
3. In June 2000, I served as the Rig Supervisor on the *C.E. Thornton*, an oil rig owned and operated by Reading & Bates that had been retained by CGX Energy, Inc., to conduct exploratory activities off the coast of Guyana. I understood that the Government of Guyana had granted CGX a license to explore for oil deposits in this area. I was the highest ranking Reading & Bates representative permanently stationed on the rig. As Rig Supervisor, I was responsible for overseeing all operational aspects of the rig.
4. Between 22:00 on June 2, 2000 and 02:00 on June 3, 2000, the *C.E. Thornton* arrived at 7° 19' 37.366N and 56° 33' 35.864W, a site known as the Eagle location, to drill an exploratory well for CGX. The *C.E. Thornton* was accompanied by two service vessels, the *Gulf Fleet 55* and the *Terry Tide*. Upon reaching the Eagle location, I directed the rig to lower and attach its legs to the sea floor to anchor the rig in place.
5. The next day, under my supervision, as a safety measure to ensure that the sea floor could sustain the rig, we began to drill for core samples which we planned to analyze to determine the floor's composition.

6. Shortly after midnight on 4 June 2000, while this coring process was underway, gunboats from the Surinamese Navy arrived at our location. The gunboats established radio contact with the *C.E. Thornton* and its service vessels, and ordered us to "leave the area in 12 hours," warning that if we did not comply "the consequences will be yours." The Surinamese Navy repeated this order several times. I understood this to mean that if the *C.E. Thornton* and its support vessels did not leave the area within twelve hours, the gunboats would be unconstrained to use armed force against the rig and its service vessels.

7. I took the Surinamese Navy's threat seriously, as did the other persons in authority aboard the rig. Faced with the prospect of military force being used against the rig and its service vessels, we determined that, for the safety of the vessels and crew, we had no alternative other than complying with Suriname's order.

8. Suriname's order that we had only twelve hours to leave the disputed area made me particularly apprehensive because I knew it might not be possible to vacate within that timeframe. As stated above, the rig had already attached its legs to the sea floor, and the process of extracting the legs is frequently delayed by technical problems. Fortunately, we were able to remove the rig's legs without mishap. However, had we experienced difficulties, it is very likely we would not have been able to leave before the twelve hour deadline elapsed, thereby potentially subjecting us to attack by the Surinamese Navy.

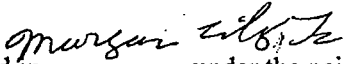
9. The need to meet Suriname's 12 hour deadline required the *C.E. Thornton* to travel with its legs extended 278 feet into the water. This was unusual and dangerous and placed the rig and its crew at risk because moving a rig with its legs

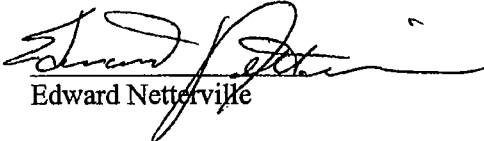
deep into the water risks striking obstacles on the ocean floor. Moreover, the danger caused by forcing the rig to leave so rapidly was compounded by the fact that the rig's legs needed critical repairs. However, the Surinamese ordered the rig to leave the Eagle site without delay, which did not give us time to repair the legs.

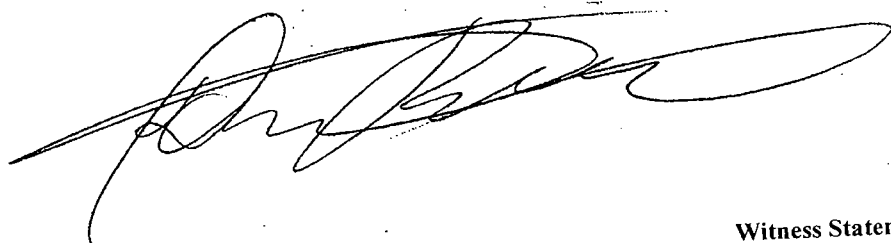
10. In my experience, Suriname's threat to use force against the *C.E. Thornton* is unprecedented. I have been employed for over forty years in the marine and oil industry during which time I have served aboard oil rigs throughout the world. I have never experienced, nor heard of, any similar instance in which a rig has been evicted from its worksite by the threat of armed force. Nor, in discussions with others in the industry after June 2000, has anyone told me of a similar incident.

11. There would be great difficulty in persuading the crew of the *C.E. Thornton* -- or any other -- to return to the disputed maritime area due to the aggressive nature of the Surinamese threat, absent an arrangement guaranteeing that Suriname will refrain from engaging in such activities in the future. I personally would not return unless such an arrangement was in place.

12. What is stated hereinabove is true to the best of my knowledge and belief.


Executed in _____, under the pains and penalties of perjury on this 19 day of
January, 2005.



Edward Netterville



Statement of Graham Barber

I, Graham Barber, hereby solemnly make my oath and state as follows:

1. The facts stated herein are based on my personal knowledge.
2. I worked in the petroleum extraction industry aboard oil rigs from 1972 until 2002.
3. In June 2000, CGX Energy, Inc. contracted with Reading & Bates to provide an oil rig, the *C.E. Thornton*, to conduct exploratory drilling off the Guyanese coast at a location known as "Eagle," which is located at Latitude 7° 19' 37.366" N and Longitude 56° 33' 35.864" W. I served as Reading & Bates's Area Manager for the project and had overall responsibility for its rig and shore-based operations. This required me to be aboard the *C.E. Thornton* to supervise all major operations.
4. I was aboard the *C.E. Thornton* on 3 and 4 June 2000 to supervise the stabilization and raising of the rig, a process known as "jacking up," in preparation for the drilling of an exploratory well at the Eagle location. After midnight on 3 June 2000, during the jacking-up process, two gunboats from the Surinamese Navy approached us and shined their search lights on the rig. A Surinamese naval officer informed us by radio that we "were in Surinamese waters" and that we had 12 hours to leave the area or "face the consequences." He repeated this phrase, or variations of it, several times.
5. As the highest ranking Reading & Bates official aboard the rig, I assumed responsibility for communicating with the Surinamese Navy. In response to the threat to leave the area or "face the consequences," I informed the Surinamese naval officer that the *C.E. Thornton* was a U.S flagged vessel. However, this did not deter



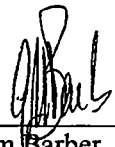
him from repeating his threat. During this exchange, many among the crew of the *C.E. Thornton* were visibly nervous. I particularly recall the rig's radio operator pacing in a highly agitated state.

6. Faced with these threats from the Surinamese Navy, in the early morning hours of 4 June 2003, I convened a meeting with other persons in authority aboard the *C.E. Thornton*. We decided that we had no alternative other than to evacuate the rig from the Eagle location. Shortly thereafter, I made contact with the Surinamese naval officer and informed him that we would leave the area and intended to go to a location known as "Horseshoe," which is located at Latitude 6° 54' 37.47N and Longitude 57° 11' 21.99W. I asked whether this would be an acceptable position. Some time later, the Surinamese naval officer informed me that this would be acceptable. I stated that we would go to Horseshoe by sailing due south-west, which was the most direct route. However, the Surinamese Navy ordered that we proceed due-west in order to exit the disputed area in the most expeditious manner possible. As we were sailing to our new destination, I observed a Surinamese gunboat following us. After it stopped following the rig, the crew was visibly relieved.

7. I would not return the disputed area unless there was an agreement guaranteeing that Suriname would not threaten us again with military force. Based upon my thirty years of experience in the industry, I believe that no other marine contractor would operate in the disputed maritime region between Guyana and Suriname unless such an agreement was in place. Other than Suriname's eviction of the *C.E. Thornton*, I have never experienced, nor even heard of, a drilling rig being expelled while conducting exploratory activities by the threat of armed force.



Executed in TRINIDAD, under pains and penalties of perjury, this 24 day of January,
2005.



Graham Barber

Affidavit of Clemsford A. Pollydore

I, Clemsford A. Pollydore, hereby solemnly make my oath and state as follows:

1. The facts stated herein are based on my personal knowledge.
2. I obtained the degree of Bachelor of Science with honors in Geology from McGill University, and received a Master of Science degree in Petroleum Reservoir Engineering from Imperial College of Science and Technology, University of London.
3. I served as a geologist with the Guyana Geology Department from 1971 until 1973, and later served as a Petroleum Engineer with the Guyana Ministry of Energy and Mines from 1974 until 1983.
4. It was the policy of the Guyana Ministry of Energy and Mines during this period to station a representative aboard rigs operating under Guyanese license to observe the technical aspects of drilling operations and to look after the Government of Guyana's interests.
5. In 1974, Guyana Shell Ltd. drilled an exploratory well, known as the Abary I well, which tapped the cretaceous horizon to determine whether oil and gas deposits were present, and if so, whether available in commercially viable quantities. The Abary I was located at latitude 7° 19' 16.48" N and longitude 56° 42' 48.66" W, and was drilled pursuant to a license issued by the Government of Guyana. The Abary-I was located in Guyanese waters, and I recall seeing maps demarcating Shell's concession area and depicting the Abary-I drill site as being within Guyanese territory.
6. I served aboard the drilling rig that drilled the Abary-I well as the Government of Guyana's official representative. In this capacity, I observed all technical aspects of the drilling operations and reported on the rig's drilling operations to the

Guyana Ministry of Energy and Mines. My duties included examining samples obtained from the well and reviewing technical and seismic data.

7. At no time did Suriname or the Netherlands protest Guyana's concession to Shell or the drilling of the Abary-I. Nor did Suriname or the Netherlands protest any other exploratory activities conducted under Guyanese licenses during my tenure at the Guyana Ministry of Energy and Mines.

8. I believe that Suriname was aware at the time the Abary I well was drilled that it was done pursuant to a licence from Guyana because the offshore operations for Shell were coordinated in Paramaribo, Suriname, and the Abary I well received operational support from Paramaribo.

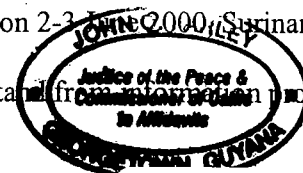
Executed in NEW YORK, under pains and penalties of perjury this 19th day of January, 2005.


Clemsford A. Pollydore

Affidavit of Newell Dennison

I, Newell Dennison, of Guyana Geology and Mines Commission, Upper Brickdam, Georgetown, Guyana, being duly sworn, make oath and say as follows:

1. The facts stated herein are based on my personal knowledge.
2. I have served since 1994 as Head of the Petroleum Unit and as Manager of the Petroleum Division of the Guyana Geology and Mines Commission.
3. In June 1998, Guyana granted two oil concessions to CGX Energy Resources, Inc., a Canadian company. The eastern limit of one of the concessions extended to the Guyana-Suriname maritime boundary, which is a line emanating seaward from the land boundary terminus at Point 61 (located at Latitude 5° 59' 53.0" N., Longitude 57° 08' 51.5" W.) and followed the maritime boundary between Guyana and Suriname. Part of the other concession granted to CGX extended all the way east to the boundary. Suriname did not protest to me the issuance of these concessions at or near the time they were granted despite the fact that they were highly publicized and Suriname was well aware of them. Nor am I aware of Suriname having made any such protest to any other official of the Government of Guyana at or near the time.
4. CGX's exploration contract with Guyana required that CGX undertake certain exploratory activities. In fulfillment of this commitment, CGX conducted a seismic survey in 1999. Suriname did not protest the seismic survey to me. Nor am I aware of Suriname having done so to any other official of the Government of Guyana.
5. Also in fulfillment of its contractual exploration commitments, CGX contracted to drill an exploratory well at a location know as "Eagle," which is located at Latitude 7° 19' 37.366 N., Longitude 56° 33' 35.864 W. That location is approximately 15.4 nautical miles west of Guyana's maritime boundary with Suriname. However, on 2-3 June 2000, Suriname used military force to expel the CGX rig from the area. I understand from information provided to me



by CGX that Suriname's action caused CGX to lose at least US\$5,500,000 which it had invested in preparing to drill the exploratory well at the Eagle location.

6. Under the terms of its exploration contract with Guyana, CGX was also committed to complete a 1500 km 2D seismic survey, which I understand from information provided to me by CGX would have cost US\$1,200,000; to complete a 500 km² 3D seismic survey, which would have cost of US\$4,000,000; and to drill another exploratory well, which would have cost US\$8,000,000. However, CGX was unable to complete these obligations because of Suriname's use of military force. As a result, in total, Guyana was damaged in the amount of at least US\$13,200,000 in connection with its concessions to CGX, a figure which does not include the US\$ 5,500,000 that CGX lost as a result of Suriname's expulsion of CGX's rig.

7. Suriname's action also caused Guyana to lose significant foreign investment in connection with the maritime area Guyana licensed to Esso Exploration and Production (Guyana) Ltd. in June 1999. That concession area extended from the Guyana-Venezuela border in the west to just short of the 34° line. Pursuant to the terms of its license, Esso contracted with Geoterrex Dighem to conduct an aeromagnetic survey of the entire concession area in February and March 2000. Suriname did not protest to me the issuance of the concession to Esso or Esso's aeromagnetic survey. Nor am I aware of Suriname making any such protest to any other official of the Government of Guyana.

8. On 29 September 2000, shortly after Suriname used military force to expel CGX's rig, Esso declared *force majeure* and suspended operations. As a result, Esso did not conduct exploratory activities which it otherwise was contractually required to complete. In particular, Esso did not complete a 2150 km 2D seismic, which would have cost US\$1,700,000;



A handwritten signature in black ink, appearing to be "John O. Farley", is written over the bottom right portion of the official seal.

a 3,000 km 2D seismic survey, which would have cost of US\$2,400,000; either completing a 1,250 km² 3D seismic survey or drilling an exploratory well to 3,600 meters, which would have cost of US\$7,000,000; and conducting geochemical sampling and other exploratory activities, which would have cost US\$500,000. In addition, Guyana lost US\$3,000 for an application fee for Esso's renewal; US\$600,000 in rental fees that Esso did not pay after declaring *force majeure*; US\$110,000 worth of contractually-required training; US\$4,000 in lost license fees due to Guyana not being able to relicense acreage relinquished by Esso; US\$180,000 in lost rental fees caused by not being able to re-license relinquished acreage; and US\$145,000 in training fees lost due to not being able to relicense relinquished acreage. As a result, in sum, Guyana was damaged in the amount of at least US\$12,642,000 in connection with its concession to Esso.

9. Likewise, Suriname's expulsion of the CGX rig caused Guyana to lose significant foreign investment in connection with the concession it granted to Maxus Guyana Ltd. in November 1997. The Maxus concession covered Guyana's maritime area in close proximity to the maritime boundary with Suriname. Suriname did not protest to me the granting of this concession. Nor am I aware of Suriname having protested the concession to any other official of the Government of Guyana.

10. The terms of its exploration license required Maxus to conduct an exploration program according to a contractually required schedule. In the initial two-year phase, Maxus had to conduct an extensive seismic program at the end of which Maxus could either relinquish back to Guyana the entire area of its concession, which Guyana could then make available for licensing to other oil companies; or Maxus could, during the first eighteen months of the next two-year second phase, drill an exploratory well. Maxus had to relinquish 25 percent of its concession area after the end of the second phase.



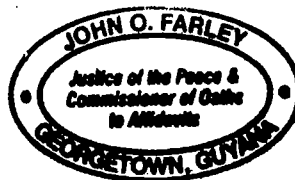
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11. Maxus did, in fact, conduct such a seismic program in 1999, the results of which were sufficiently promising that Maxus desired to proceed to the second phase by drilling an exploratory well. However, Suriname's military intervention made that impossible.

12. Maxus' inability to fulfill its exploratory program caused direct economic loss to Guyana. The terms of the Maxus concession agreement required Maxus to drill an initial exploratory well, which would have cost US\$7,000,000, and to conduct further seismic exploration, which would have cost US\$1,000,000. Maxus would have undertaken these exploratory activities had Suriname not militarily intervened. In addition, as noted, Maxus was obligated to relinquish 25% of its concession area to Guyana (subsequently reduced to 10% in 2003). However, because of Suriname's use of force, Guyana has not been able to re-license this acreage, causing it to forego at least US\$6,112 in lost rental fees, and at least a further US\$3,664 worth of training. As a result, in total, Guyana was damaged in the amount of at least US\$8,009,776 in connection with its concession to Maxus.

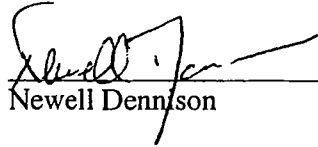
13. In sum, Suriname's use of military force to expel CGX's drilling rig damaged Guyana in the amount of at least US\$33,851,776.

14. Further I say not.



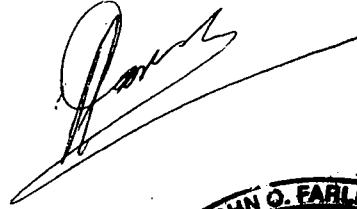
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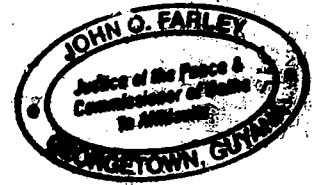
Executed in Georgetown, Guyana, this 07 day of ~~January~~ ^{FEBRUARY}, 2005.


Newell Dennison

Witnesses:

1. 
2. 





Affidavit of Commander John Flores

1. Commander John Flores, of Headquarters, Guyana Coast Guard, Ruimveldt, Guyana, being duly sworn, make oath and say as follows:



1. The facts stated herein are based on my personal knowledge.

2. I have served with the Guyana Coast Guard and its predecessor, the Maritime Corps of the Guyana Defence Force, since September 1983, and am currently the highest-ranking officer in the Guyana Coast Guard.

3. The Guyana Coast Guard regularly patrols Guyana's maritime area to enforce Guyana's fisheries laws and regulations, and to protect against piracy, narco-trafficking, smuggling, and other criminal activities, including the harassment of licensed fishing vessels and oil rigs. The Coast Guard regularly patrols oil concession areas and their environs to ensure the safety of petroleum exploration operations, including seismic testing surveys and drilling, and to perform search and rescue missions in the event of an emergency. The Coast Guard also monitors the areas within and surrounding oil exploration areas for environmental protection purposes, and to enforce international covenants protecting endangered species, such as marine turtles. In support of Guyana Coast Guard operations, the Guyana Defence Force Air Corps conducts aerial surveillance at least every fortnight above the Coast Guard's patrol zones.

4. I am unaware of Suriname having carried out any law enforcement activities in the area west of Guyana's maritime boundary with Suriname, which is located along a line extending seaward from the land boundary terminus at Point 61 (Latitude 5° 59' 53.9" N., Longitude 57° 08' 51.5" W.) at an angle of 34° east of true north, prior to Suriname's expulsion in June 2000 of a drilling rig operating under license from Guyana. Nor am I aware of Suriname,

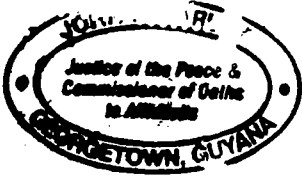
Witness Statements

or any other State, ever protesting the Guyana Coast Guard's enforcement of Guyanese laws and regulations in that area.

5. Further I say not.

Executed in Georgetown, Guyana this 20 day of January, 2005.



A handwritten signature in black ink, appearing to read "John Flores".

Commander John Flores *cdh*

Witnesses:

1. FLOYD LEVI
Lieutenant Commander
Coast Guard

2. DERRICK ERSKINE
Lieutenant Commander
Coast Guard.



Tel: No. 226-1607-9
Fax: 225-9192
EXTERNAL GUYANA




MINISTRY OF FOREIGN AFFAIRS

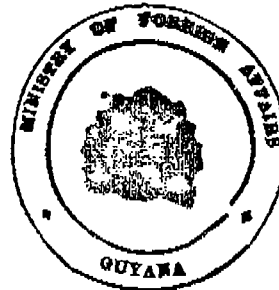
“ Takuba Lodge”
254 South Road & New Garden Street,
Georgetown,
Guyana.

January 26, 2005

TO WHOM IT MAY CONCERN

This is to certify that this copy of Affidavit of Commander John Flores has been duly sworn to before John O. Farley, Justice of the Peace & Commissioner for Oaths to Affidavits, Georgetown, Guyana.


M. R. Khan
Chief of Protocol
Ministry of Foreign Affairs



Affidavit of Leslie Lui-Hing

I, Leslie Lui-Hing, of Maritime Administrative Department, Water Street, Stabroek, Georgetown, Guyana, being duly sworn, make oath and say as follows:

1. The facts stated herein are based on my personal knowledge.

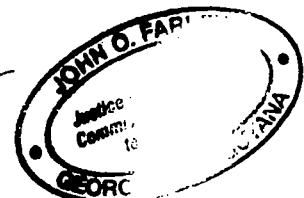
2. I joined the Guyana Transport and Harbours Department in 1970, and became the Department's Superintendent of Hydrographic Surveys in 1983. I currently serve as a Hydrographic Consultant to the Maritime Administrative Department, which has assumed jurisdiction over the offshore maritime area that used to reside with the Transport and Harbours Department.

3. The Transport and Harbours Department and the Maritime Administrative Department exercised, and continue to exercise, jurisdiction over Guyanese waters for matters concerning maritime safety and navigation up to the maritime border with Suriname. As part of this mandate, the Departments regularly published, and continue to publish, Notices to Mariners alerting seafarers of hazards and impediments to navigation, including notices of offshore seismic testing and other offshore petroleum exploratory activities taking place in Guyanese concession areas. Such notices are sent to, among others, trawling companies, shipping companies and their agents, and fishing co-ops. They are also posted on stelling, wharves, and landing sites in Guyana, and published in newspapers.

Witness Statements

4. During my tenure at the Transport and Harbours Department and the Maritime Administrative Department, I was not aware of Suriname having ever exercised, or attempted to exercise, any jurisdiction in the area west of Guyana's maritime border with Suriname, until Suriname used military force to expel a drilling rig operated by CGX Energy Resources, Inc. under licence from Guyana.

5. Further I say not.



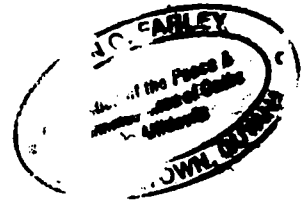
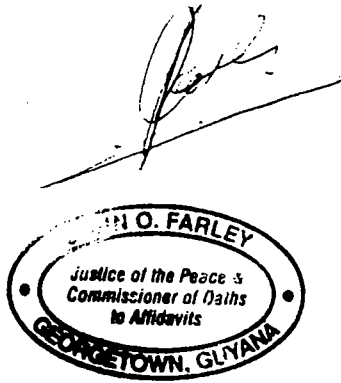
Done in Georgetown, Guyana this th 24 day of January, 2005.

Leslie Lui-Hing

Leslie Lui-Hing

Witnesses:

1. *Gan Shrestha*
2. *N. Shepherd*



Tel: No. 226-1607-9
Fax: 225-9192
EXTERNAL GUYANA



MINISTRY OF FOREIGN AFFAIRS

“Takuba Lodge”
254 South Road & New Garden Street,
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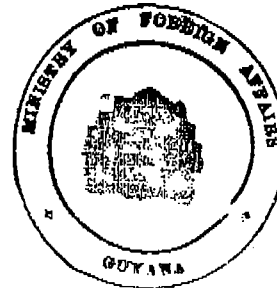
January 26, 2005

TO WHOM IT MAY CONCERN

This is to certify that this copy of Affidavit of Leslie Lui-Hing has been duly sworn to before John O. Farley, Justice of the Peace & Commissioner for Oaths to Affidavits, Georgetown, Guyana.

A handwritten signature in black ink, appearing to read 'M. R. Khan'.

M. R. Khan
Chief of Protocol
Ministry of Foreign Affairs



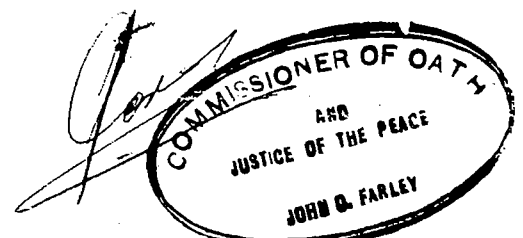
Affidavit of Grantley Walrond, Ph.D

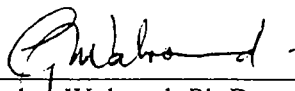
I, Grantley Walrond, Ph.D., of 122 Aubrey Barker Street, South Ruimveldt Park, Georgetown, Guyana, being duly sworn, make Oath and say as follows:

1. The facts stated herein are based on my personal knowledge.
2. I served as a geologist and then as a senior geologist with the Guyana Geological Surveys and Mines Department ("GSMD") in the Ministry of Energy and Mines, beginning in 1973. After receiving a Ph.D. in Economic Geology and Mineral Economics from the University of Alberta in Canada, I returned to Guyana to serve as Deputy Commissioner of GSMD. In 1983, I became the Commissioner of Geological Surveys and Mines Commission, the successor of GSMD, and served in that capacity until 1990, whereupon I became a technical advisor to the United Nations Department for Technical Cooperation and Development in Ethiopia.
3. In 1974, Guyana Shell Ltd. drilled an exploratory well, known as the Abary I, (located at latitude 7° 19' 16.48" N., longitude 56° 42' 48.66" W.) pursuant to a concession granted by the Government of Guyana. Clemsford Pollydore (another geologist) and I were assigned by the Government to serve as the Government's representatives on the drilling rig to supervise Shell's activities and to participate in the project. At all times during the rig's operations, either Mr. Pollydore or I were aboard the rig.
4. On no occasion during my time aboard the Abary I rig were any representatives of the Government of Suriname or the Netherlands present.
5. I am not aware of Suriname or the Netherlands having ever protested Guyana's concession to Shell or the drilling of the Abary I well.
6. Further I say not.

Done in Georgetown, Guyana this 24th day of January 2005.

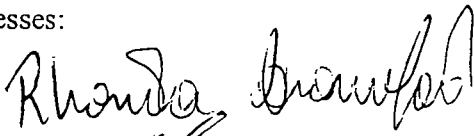

Witness Statements



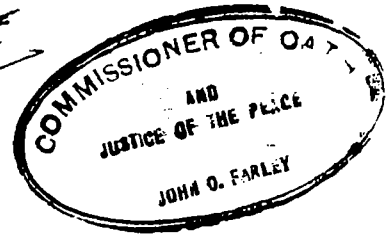


Grantley Walrond, Ph.D.

Witnesses:

1. 
2. 





Tel: No. 226-1607-9
Fax: 225-9192
EXTERNAL GUYANA



MINISTRY OF FOREIGN AFFAIRS

“Takuba Lodge”
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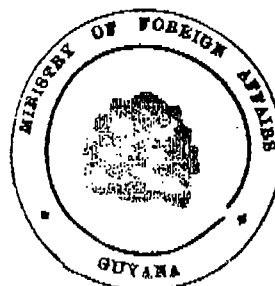
January 26, 2005

TO WHOM IT MAY CONCERN

This is to certify that this copy of Affidavit of Grantley Walrond, Ph.D has been duly sworn to before John O. Farley, Justice of the Peace & Commissioner for Oaths to Affidavits, Georgetown Guyana.

A handwritten signature in black ink, appearing to read 'M. R. Khan'.

M. R. Khan
Chief of Protocol
Ministry of Foreign Affairs



GUYANA

COUNTY OF DEMERARA

AFFIDAVIT

I, DR. BARTON SCOTLAND of lot 5 Avenue of the Republic and Robb Street, Georgetown, Guyana, being duly sworn, make Oath and say as follows:

1. That I am an Attorney-at-Law of the Guyana and Barbados Bars, a Barrister-at-Law of the Honourable Society of the Inner Temple, England, and hold the degrees of Masters of Laws (LLM) and Doctor of Philosophy (Ph.D.) in International Law from the University of London.

2. That from 1972 to 1986 I served as Assistant Legal Adviser and later as Ambassador, Legal Adviser in the Ministry of Foreign Affairs of the Republic of Guyana.

3. That from 1986 to 1992 I served as Deputy Chairman of the Guyana Natural Resources Agency, later, as Head of the Department of International Economic Cooperation, and since 1992, have been an Attorney-at-Law in Private Legal Practice.

4. That from 1972 to the present I have been intimately involved in matters relating to Guyana's Maritime and Territorial Boundaries and during my service in Government served as Representative of Guyana to the Third United Nations Conference on the Law of the Sea and Representative to the Preparatory Commission of the Sea Bed Authority.

5. That until 1977 Guyana's Jurisdiction for the protection of her living marine resources was coterminous with the Jurisdiction over her Territorial Sea which was three (3) nautical miles from the applicable baselines.

Witness Statements




6. That prior to 1977, distant water fishers including vessels registered in Venezuela, Suriname, Barbados, and Trinidad and Tobago, fished extensively outside Guyana's three mile zone and were seriously imperilling the fishing grounds off Guyana.

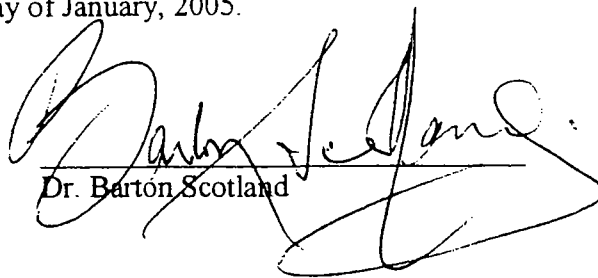
7. That in 1977 the Legislature of Guyana enacted the Maritime Boundaries Act which established a Fishery Zone, which was defined in Article 23 of the Act as encompassing all of the waters within 200 nautical miles from the nearest point on the baseline from which Guyana's Territorial Sea is measured.

8. That the Act authorized the Government to promulgate and enforce fisheries regulations within that Zone, including the power to licence fishing activities, limit access, and establish an enforcement regime to apprehend and prosecute violators of fishing regulations and/or licences.



9. That to prevent foreign vessels from over-fishing Guyana's waters, Article 25(2) of the Act provided for exclusion of foreign fishing boats which were not licensed under the regime established by the Act, and that Article 27 defined offences within the Zone.

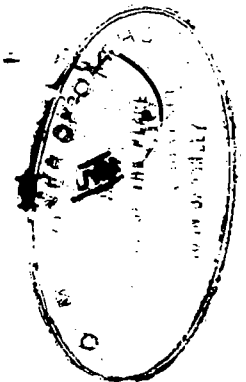
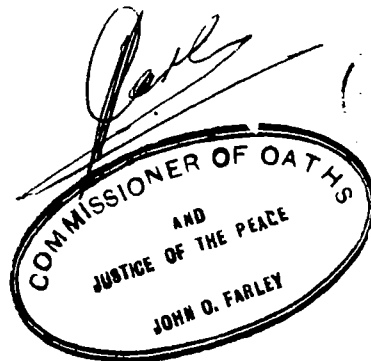
10. That further I say not.

Done in Georgetown, Guyana, this ^{24th} ___ day of January, 2005.


Dr. Barton Scotland

Witnesses:

1. 
2. 



Tel: No. 226-1607-9
Fax: 225-9192
EXTERNAL GUYANA



MINISTRY OF FOREIGN AFFAIRS

“Takuba Lodge”
254 South Road & New Garden Street,
Georgetown,
Guyana.

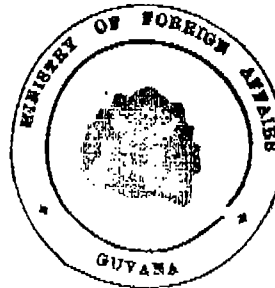
January 26, 2005

TO WHOM IT MAY CONCERN

This is to certify that this copy of Affidavit of Dr. Barton Scotland has been duly sworn to before John O. Farley, Justice of the Peace & Commissioner for Oaths to Affidavits, Georgetown, Guyana.

A handwritten signature in black ink, appearing to read 'M. R. Khan'.

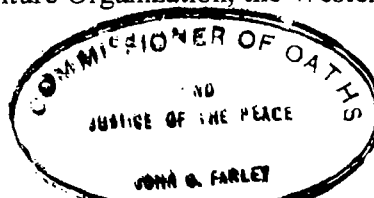
M. R. Khan
Chief of Protocol
Ministry of Foreign Affairs



Affidavit of Reuben Charles

I, Reuben Charles, of 7 Goedverwagting, East Coast Demerara, Guyana, being duly sworn, make oath and say as follows:

1. The facts stated herein are based on my personal knowledge.
2. From 1975 until 2000, I served in the Fisheries Department of the Guyana Ministry of Agriculture, first as Head of Department, then as Chief Fisheries Officer. In these positions, I oversaw management of Guyana's fishing industry, including with respect to the issuing of licenses, scientific matters, policy-making and enforcement of fishing regulations.
3. The Fisheries Department is responsible for regulating all fishing activities in Guyana pursuant to the Maritime Boundaries Act of 1977. Article 23 of that Act created a Fishery Zone defined as all of the waters within 200 nautical miles of the nearest point on the baseline along Guyana's coast. Article 36(1) directed the Minister of Agriculture, who is responsible for the Department of Lands and Surveys, to create a chart which depicts Guyana's Fishery Zone. The Zone shown on this chart lies to the west of a line emanating from the land boundary terminus, which is located at Point 61 (Latitude 5° 59' 53.9" N., Longitude 57° 08' 51.5" W.) bearing 34° east of true north. All licensees permitted to fish in the Zone, including Surinamese nationals, are provided with a diagram of the Zone, which is also part of the fishing log that every licensee is given and required to maintain.
4. Diagrams of the Zone were made available to Surinamese fisheries authorities during discussions I and other Guyanese fisheries officials held with them. Moreover, Guyana made the international community aware of its exercise of jurisdiction throughout the Fishery Zone. In that regard, Guyana fisheries officials, including myself, regularly worked with the fisheries authorities of international organizations and national agencies including, among others, the United Nations Food and Agriculture Organization, the Western Central Atlantic Fisheries



A handwritten signature in black ink, appearing to be "John G. Farley", written over the official stamp.

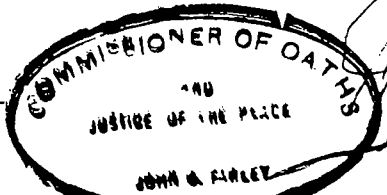
Commission, the European Union and the Canadian International Development Agency, to protect fish stocks in the Fishery Zone. These organizations and agencies, in some of which Suriname participates, are kept informed of the geographic extent of Guyana's fisheries jurisdiction. For example, the fishing statistics which Guyana submits to the FAO include data from the Zone.

5. In my capacity as Chief Fisheries Officer, I interacted on many occasions with Surinamese fisheries officials. I am certain that my Surinamese counterparts were aware that Guyana exercised jurisdiction over fishing activities, including the licensing of Surinamese nationals, in the Fishery Zone. I am not aware of any instance in which an official from Suriname or any other country raised any concerns over Guyana's fisheries jurisdiction, or in any way protested the diagram depicting Guyana's Fishery Zone.

6. Since 1977, Guyana has issued thousands of licenses to carry out commercial fishing in the Fishery Zone, including the disputed maritime area, and has seized vessels operating without licenses. Among the foreign vessels licensed to fish in the area were those from Suriname, Venezuela, the Dominican Republic, Japan, and South Korea.

7. The Fisheries Department routinely works with the Guyana Coast Guard, Police Department and Office of the Public Prosecutor to enforce Guyana's fishing laws. Those engaged in fishing without a license are subject to arrest and judicial proceedings. Upon seizure of an unlicensed fishing vessel, the boat, its crew and catch are brought to Georgetown and Fisheries Officers are dispatched to the wharf to inspect the catch and report on the seizure. Police and Coast Guard officials also interview the crew and take statements. Reports by the Fisheries Department, Police and Coast Guard Officers are forwarded to the Office of the Public Prosecutor, where a determination is made whether to prosecute the offenders before a

- 2 -

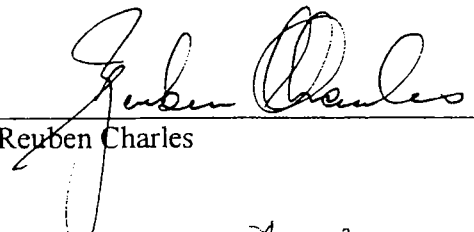


Witness Statements

magistrate. During my tenure as Chief Fisheries Officer, at no time did Suriname or any other State of registration of any vessel seized by Guyana for illegally fishing the Guyana's Fishery Zone protest the seizure or enforcement of Guyanese fisheries regulations by Guyanese authorities. Nor did Suriname exercise, or attempt to exercise, jurisdiction over fishing activities in the disputed maritime area between Guyana and Suriname.

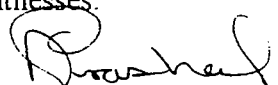

8. Further I say not.

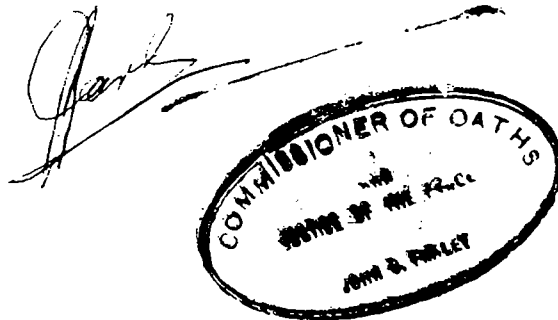
Done in Georgetown, Guyana, this th 24 day of January, 2005.



Reuben Charles

Witnesses:

1. 
2. 



Tel: No. 226-1607-9
Fax: 225-9192
EXTERNAL GUYANA




MINISTRY OF FOREIGN AFFAIRS

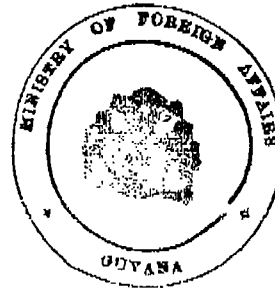
"Takuba Lodge"
254 South Road & New Garden Street,
Georgetown,
Guyana.

January 26, 2005

TO WHOM IT MAY CONCERN

This is to certify that this copy of Affidavit of Reuben Charles has been duly sworn to before John O. Farley, Justice of the Peace & Commissioner for Oaths to Affidavits, Georgetown, Guyana.


M. R. Khan
Chief of Protocol
Ministry of Foreign Affairs

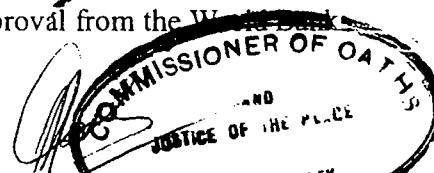


Affidavit of Brian Sucre

I, Brian Sucre, of 27 Lamaha Springs, La Penitence, Georgetown, Guyana, being duly sworn, make oath and say as follows:

1. The facts stated herein are based on my personal knowledge.
2. I served as the Commissioner of the Guyana Geology and Mines Commission (“GGMC”) from May 1994 to Sept 2001. Prior to that time, I served, beginning in January 1983, as the Head of the Petroleum Unit of the Ministry of Energy and Mines, and then, beginning in 1986, as Director of Petroleum at the Guyana Natural Resources Agency (“GNRA”). In these capacities I was extensively involved in the formation of Guyana’s petroleum exploration policies.
3. In 1980, Guyana applied to the World Bank for funds to assist in petroleum exploration promotion, including the drafting of petroleum legislation. After granting its approval, the World Bank announced an international search for a consultant to manage the project and Guyana was approached by numerous candidates. Upon careful consideration, in 1983, Guyana selected Exploration Consultants Ltd. (“ECL”) of the United Kingdom. This selection was submitted to and approved by the World Bank.
4. The following year, ECL collected and analyzed data pertaining to Guyana’s onshore and offshore petroleum potential. The World Bank closely supervised all aspects of the project, including the work conducted by ECL. To satisfy the loan agreement’s requirement that all proposals for execution of surveys be approved by the World Bank, it assigned its own technical supervisor to the ECL project. In addition, the World Bank required that Guyana provide it with regular reports on the progress of the project, which Guyana did. Benchmarks set by the World Bank had to be met before further funds to complete the project were released. All materials produced by ECL for this project had to receive final approval from the World Bank.

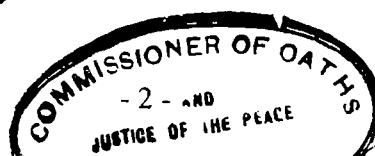
Witness Statements



5. As part of the World Bank program, ECL and I directed and supervised the creation of a block reference map by the Ministry of Energy and Mines to define potential concession areas in Guyana's offshore area. The map was divided into 5 minute by 5 minute "graticulated blocks," and depicted the maritime boundary with Suriname along a line emanating from the land boundary terminus at an angle of 34° east of true north. ECL performed historical research on the location of the boundary and based this line on past British practice.

6. In 1985, I provided a courtesy copy of the map to Dr. S.E. Jharap, Managing Director of Suriname's state-owned oil company, Staatsolie, and offered to share with him the remainder of the petroleum-related materials prepared for Guyana by ECL. I also caused to be published in the 30 December 1985 edition of the *Oil & Gas Journal* an advertisement announcing the availability of promotional materials describing petroleum exploration opportunities offshore. This advertisement included a map that depicted the same 34° line as the eastern limit of the concession area as shown on the block reference map I had previously provided to Dr. Jharap. Neither Dr. Jharap nor any other Surinamese official protested or otherwise objected to the map or to the publicly available materials depicting or describing Guyana's offshore concession area or its boundaries. Nor am I aware of any such protesting having been made to any other official of the Government of Guyana.

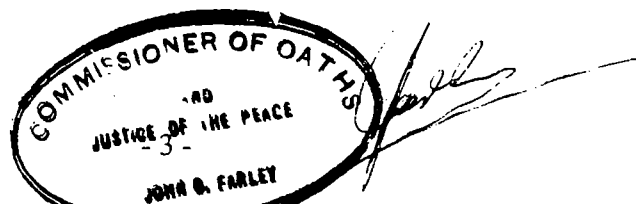
7. On 14 June 1986, Guyana enacted the Petroleum (Exploration and Production) Act of 1986 to govern petroleum licensing, exploration and development activities in Guyana. The Act and related model contracts and licenses were drafted by the office of the Guyana Attorney General with technical assistance from the Technical Assistance Group of the Commonwealth Secretariat and from senior planning officers at the World Bank's Energy Department. The World Bank required that Guyana's block reference map be integrated into



Guyana's legal regime governing petroleum exploration. Guyana did so in 1986 when, pursuant to authority delegated to it in the Petroleum Act of 1986, the Ministry of Energy and Mines adopted the map as the official map of Guyana for all petroleum licensing, exploration and exploitation activities. It has been regularly distributed to all interested persons, as an essential element of Guyana's marketing efforts to attract new petroleum investment. I am not aware of Suriname ever protesting the map.

8. Guyana, with assistance from ECL, also produced a report, entitled *Guyana Petroleum Exploration Appraisal: Guyana Basin*, based on past petroleum exploration activities conducted in Guyana. The report prioritized the offshore Guyana basin as the most promising area. ECL also helped Guyana develop a petroleum licensing regime which divided Guyana's offshore waters into concession blocks, each forecast with "equal prospectivity" potential. The World Bank scrutinized all aspects of the project, including the *Guyana Petroleum Exploration Appraisal*, which contained seismic data showing activities up to the 34° line, newly enacted petroleum laws and regulations, model petroleum agreements, other technical data, and the block reference map.

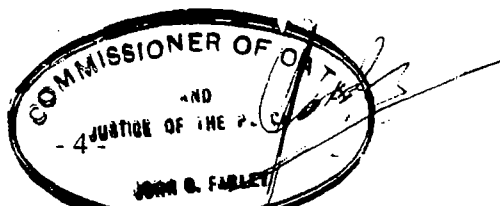
9. Also in 1986, Guyana announced a bidding round for offshore oil concessions, and sold petroleum data packages to companies that expressed interest. Public seminars were held in London and Houston to promote Guyana's offshore natural resource potential. These seminars were well attended by international oil companies. The promotional materials used to advertise Guyana's petroleum potential were prepared by ECL and included the block reference map and its depiction of the maritime boundary along a 34° line. As a result of the bidding round, Guyana eventually concluded a licensing agreement on 28 July 1988 with a consortium of London and Scottish Marine Oil of the United Kingdom and Broken Hill Properties of Australia



("LASMO-BHP") that covered maritime space up to a line extending from the land boundary terminus at an angle of 34° east of true north. I caused to be published in the 8 August 1988 edition of the *Oil & Gas Journal* a description of the concession area, and in October 1988, on behalf of GNRA, advised Suriname, though Staatsolie, of the geographic coordinates of the concession area.

10. In accordance with the terms of its concession, LASMO-BHP conducted seismic surveys throughout its concession area in May and July of 1989. Suriname did not protest any aspect of this seismic testing to me. Nor am I aware of Suriname making any such protest to any other official of the Government of Guyana. Indeed, during my tenure at GGMC, GNRA, and the Ministry of Energy and Mines, every seismic survey that was conducted in close proximity to the maritime boundary with Suriname involved notifying the Surinamese authorities of the survey, and obtaining permission to cross the 34° line in order to turn the vessel around. This included LASMO-BHP's seismic testing in 1989, as well as seismic testing conducted by Seagull-Denison in 1981 and 1982. I know of no instance in which Suriname protested these seismic surveys.

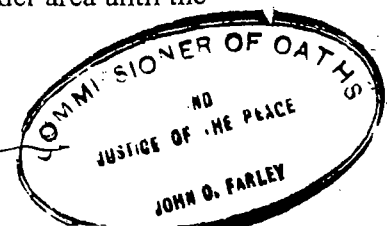
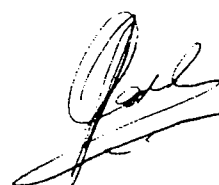
11. In August 1989, President Desmond Hoyte of Guyana and President Ramsewak Shankar of Suriname met in Paramaribo. Among the bilateral issues they discussed was the Guyana-Suriname maritime boundary. They agreed in a joint communiqué that pending resolution of the border, representatives of agencies from the two countries responsible for petroleum development should agree on modalities to ensure joint utilization of petroleum development opportunities. President Hoyte and President Shankar also agreed that already existing concessions would not be disturbed. (At that time, only Guyana had active concessions in the relevant maritime area). Their agreement did not address the granting of further



concessions, and on 2 October 1989, Guyana granted two concessions to Petrel Petroleum Corporation, a Texas-based company, which included offshore acreage extending to the 34° line. Acting on behalf of Guyana, Petrel sought to locate operators to conduct exploratory activities in that area. Although Petrel publicized these areas, Suriname made no protest to me. Nor am I aware of Suriname having made any protest to any other official of the Government of Guyana.

12. In accordance with the agreement between President Hoyte and President Shankar, on behalf of GNRA, I met with a representative of Staatsolie in February 1990 to discuss modalities for joint utilization of the maritime boundary area. However, when we presented to Staatsolie's representative draft proposed modalities, he claimed that Staatsolie did not have the authority to discuss, let alone reach, a binding agreement on any such modalities. Although we later tried to schedule further meetings with Staatsolie, we were unsuccessful in obtaining from Staatsolie a date for another meeting.

13. Eventually, after President Hoyte raised the matter again with Suriname's President in February 1991, on behalf of GNRA, I again met with Staatsolie later that month. However, again, Staatsolie's representatives stated that the company lacked the authority to sign a binding agreement on joint utilization of maritime resources. Instead, GNRA and Staatsolie agreed to sign a preliminary Memorandum of Understanding with a commitment to meet again to reach agreement on proposed modalities. This Memorandum of Understanding, which was signed on February 25, 1991 by Dr. Cedric Grant, Ambassador and Special Advisor to the President of Guyana, and by Dr. John Kolader, Ambassador of Suriname to Guyana, provided, among other things, that the rights Guyana had granted to LASMO-BHP would be fully respected, and that within 30 days representatives of Guyana and Suriname would meet to conclude discussions on modalities for joint utilization of the maritime border area until the




conclusion of a final boundary agreement. However, despite Guyana's repeated invitations, Suriname never sent a delegation or representative to continue discussions on these modalities. Suriname's legislature did not ratify the Memorandum of Understanding; consequently, it did not become effective under Surinamese law. Suriname, however, continued to respect the LASMO-BHP concession and the other concessions in the area west of the line bearing 34° east of true north.

14. In 1994, Guyana made another attempt to revive negotiations with Suriname, and submitted to it a new draft of proposed Modalities for Treatment of the Offshore Area of Overlap. However, Suriname did not respond.

15. In the early 1980s, while visiting Staatsolie in Suriname, I learned that Suriname had granted a concession to Gulf, and that a small portion of its near-shore area intruded into Guyana's maritime space. I informed Dr. Jharap that this encroached into Guyanese waters, and in response he told me that I should not be concerned because Suriname had no intention of drilling or producing oil from that area. Based on Dr. Jharap's assurance, Guyana did not object to the Gulf concession any further.

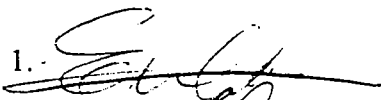

16. Further I say not.

Done in Georgetown, Guyana, this ²⁴ day of January, 2005.

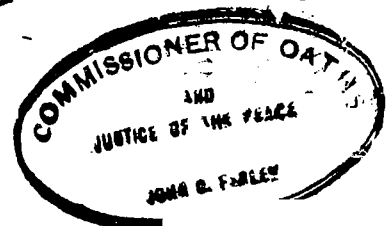


Brian Sucre

Witnesses:

1. 
2. 





Tel: No. 226-1607-9
Fax: 225-9192
EXTERNAL GUYANA



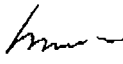
MINISTRY OF FOREIGN AFFAIRS

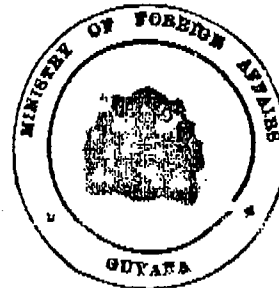
"Takuba Lodge"
254 South Road & New Garden Street,
Georgetown,
Guyana.

January 26, 2005

TO WHOM IT MAY CONCERN

This is to certify that this copy of Affidavit of Brian Sucre has been duly sworn to before John O. Farley, Justice of the Peace & Commissioner for Oaths to Affidavits, Georgetown, Guyana.


M. R. Khan
Chief of Protocol
Ministry of Foreign Affairs



Statement of David Purcell

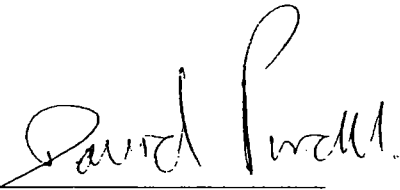
I, David Purcell, hereby solemnly make my oath and state as follows:

1. The facts stated herein are based on my personal knowledge.
2. I served as the Shore Administrator for a seismic testing survey conducted by the Western Geophysical Company off the coast of Guyana from April 22 until May 26, 1999. In this capacity, I was responsible for, among other things, coordinating the survey's logistics, supply and staffing.
3. The survey, which was commissioned by CGX Energy, Inc. and Maxus Guyana Ltd., was performed by the research vessel *R/V Kenda* pursuant to concessions granted by the Government of Guyana to CGX and Maxus in the Correntyne and Georgetown blocks for offshore oil exploration.
4. Because the seismic testing equipment was towed behind the vessel, a large radius was required to turn the ship around in order to ensure that the ship did not cut across its seismic tow lines. Therefore, when the *Kenda* reached the easternmost portion of the survey area close to the boundary with Suriname at a line extending from the land terminus on a line bearing 34° east of true north, it needed to enter Surinamese waters to give itself sufficient space to rotate. The process of turning the vessel around required the ship to be in Surinamese waters for between one and three hours.
5. Just before reaching the maritime border with Suriname, the *Kenda* sought and obtained permission to enter Surinamese waters by radioing the Surinamese Harbourmaster in Paramaribo, Suriname. Each time the *Kenda* approached the border, it crossed the maritime boundary without incident or objection by Suriname. During the course of the survey, the *Kenda*

obtained at least 23 lines of seismic data that required the vessel to enter Surinamese waters.

These crossings of the Guyana-Suriname maritime boundary occurred without incident.

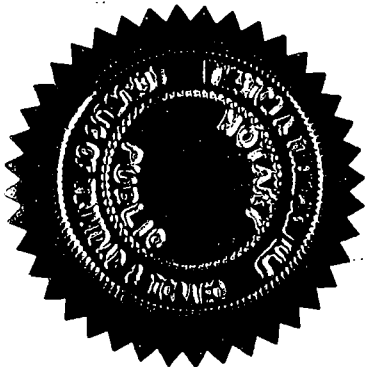
Executed in Port of Spain, Trinidad & Tobago, under pains and penalties of perjury, this 25th
day of January, 2005.



David Purcell

Subscribed and sworn to by the above named DAVID PURCELL at No. 48-50 Sackville Street,
in the City of Port of Spain in the Republic of Trinidad and Tobago on the 25th day of
January, 2005 before me.


WINSTON THOMPSON
NOTARY PUBLIC
TRINIDAD WEST INDIES



WINSTON A. THOMPSON, LL.B.
NOTARY PUBLIC
48-50 SACKVILLE STREET, P.O.S
REPUBLIC OF TRINIDAD AND TOBAGO