

DUPLICATE

LICENCE NO. P. 239

Petroleum (Production) Act 1934

Continental Shelf Act 1964

THE SECRETARY OF STATE FOR TRADE AND INDUSTRY

and

TOTAL OIL MARINE LIMITED

ELF OIL EXPLORATION & PRODUCTION (U.K.) LIMITED

AQUITAINE OIL (U.K.) LIMITED

PIC PETROLEUM LIMITED

RIT EXPLORATION LIMITED

NEW COURT OIL VENTURERS LIMITED

ENVOY INVESTMENTS LIMITED

ELEPHANTINE LIMITED

CAWOODS HOLDINGS LIMITED

NATIONAL WESTMINSTER BANK LIMITED

THE DELTA METAL COMPANY LIMITED

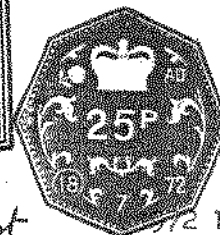
CARER OIL LIMITED

CITY OIL EXPLORATION LIMITED

LICENCE

to

Search and Bore for and get petroleum
in Block(s) No. 3/1, 3/6, 3/19, 211/17,



501
2

THIS AGREEMENT made *the sixteenth day of August* 1972 between

The SECRETARY OF STATE FOR TRADE AND INDUSTRY (hereinafter referred to as "the Secretary of State") for and on behalf of Her Majesty of the one part and TOTAL OIL MARINE LIMITED whose registered office is at 33 Cavendish Square, London, W1M 9HF; ELF OIL EXPLORATION & PRODUCTION (UK) LIMITED whose registered office is at 128 Queen Victoria Street, London, EC4; AQUITAINE OIL (UK) LIMITED whose registered office is at 53 New Broad Street, London, EC2; PICT PETROLEUM LIMITED whose registered office is at 48 Queen Street, Edinburgh, EH2 3NR; RIT EXPLORATION LIMITED and NEW COURT OIL VENTURERS LIMITED whose respective registered offices are both at New Court, St. Swithin's Lane, London, EC4P 4DU; ENVOY INVESTMENTS LIMITED whose registered office is at 22 Park Street, London, W1; ELPINDENE LIMITED whose registered office is at 2/4 Queen's Drive, London, W3; CAWOODS HOLDINGS LIMITED whose registered office is at Southlands, Harrogate; NATIONAL WESTMINSTER BANK LIMITED whose registered office is at 41 Lothbury, London, EC2 THE DELTA METAL COMPANY LIMITED whose registered office is at 1 Kingsway, London, WC2; CABER OIL LIMITED whose registered office is at 48 Queen Street, Edinburgh EH2 3NR and CITY OIL EXPLORATION LIMITED whose registered office is at New Court, St. Swithin's Lane, London EC4P 4DU (hereinafter referred to as "the Licensee") of the other part WITNESSETH as follows:-

Incorporation
of clauses.

A. Clause 1 and clauses 4 to 34 of the model clauses for production Licences in seaward areas set out in Schedule 4 to the Petroleum (Production) Regulations 1966 (S.I. 1966 No. 898) as amended by the Petroleum (Production) (Amendment) Regulations 1971 (S.I. 1971 No. 814) shall be incorporated herein and shall have effect as if herein set out

Term of
Licence.

B. Clause 3 of the said model clauses (the marginal note whereof is "Term of Licence") shall be incorporated herein and shall have effect as if herein set out at length, the date 15 March 1972 being inserted therein as the date next after which the term of this Licence shall commence.

Right to Search
and bore for
and get
petroleum

C. In consideration of the sum of £102,000.00 previously paid by the Licensee to the Secretary of State (the receipt whereof the Secretary of State hereby acknowledges) and of the further payments and royalties hereinafter specified and the performance and observance by the Licensee of all the terms and conditions hereof, the Secretary of State in exercise of the powers conferred upon him by the Act of 1934 and the Act of 1964, hereby grants to the Licensee EXCLUSIVE LICENCE AND LIBERTY during the continuance of this Licence and subject to the provisions hereof to search and bore for, and get, petroleum in the sea bed and subsoil under the seaward area comprising an area of 1,011.6 square kilometres more particularly described in Schedule 1 hereto being the area comprising block(s) No. 3/1, 3/6, 3/19, 211/17, 3/18 on the reference map deposited at the office of the Department of Trade and Industry, Thames House South, Millbank, London, S.W.1.

Provided that nothing in the Licence shall affect the right to the Secretary of State to grant a methane drainage licence in respect of the whole or any part of the licensed area or affect the exercise of any rights so granted.

Schedules.

D. The Schedules referred to in the said model clauses namely clause 8 (the marginal note whereof is "Payment of consideration for Licence") and clause 12 (the marginal note whereof is "Working Obligations") are for the purposes of this Licence schedules 2 and 3 respectively hereunder written.

IN WITNESS whereof the Corporate Seal of the Secretary of State and the Common Seal(s) of the Licensee have been hereunto affixed the day and the year first above written.

SCHEDULE I

Description of Licensed Area

First the sea area bounded by lines joining the following co-ordinates on European Datum:

- (1) $61^{\circ} 00' 00''\text{N}$: $1^{\circ} 00' 00''\text{E}$ (2) $61^{\circ} 00' 00''\text{N}$: $1^{\circ} 12' 00''\text{E}$
(3) $60^{\circ} 40' 00''\text{N}$: $1^{\circ} 12' 00''\text{E}$ (4) $60^{\circ} 40' 00''\text{N}$: $1^{\circ} 00' 00''\text{E}$

Secondly

- (1) $60^{\circ} 30' 00''\text{N}$: $1^{\circ} 24' 00''\text{E}$ (2) $60^{\circ} 30' 00''\text{N}$: $1^{\circ} 48' 00''\text{E}$
(3) $60^{\circ} 20' 00''\text{N}$: $1^{\circ} 48' 00''\text{E}$ (4) $60^{\circ} 20' 00''\text{N}$: $1^{\circ} 24' 00''\text{E}$

Thirdly

- (1) $61^{\circ} 30' 00''\text{N}$: $1^{\circ} 12' 00''\text{E}$ (2) $61^{\circ} 30' 00''\text{N}$: $1^{\circ} 24' 00''\text{E}$
(3) $61^{\circ} 20' 00''\text{N}$: $1^{\circ} 24' 00''\text{E}$ (4) $61^{\circ} 20' 00''\text{N}$: $1^{\circ} 12' 00''\text{E}$

Considerations for licence

Initial
payment

1. The Licensee shall pay to the Secretary of State upon the grant of the Licence the sum of £45,522.00

Periodic
minimum
payments

2. - (1) Upon the date specified in the notice referred to in clause 1 (the marginal note whereof is "Option to continue Licence as to part of the licensed area"), and on the anniversaries thereof during the term of the Licence as continuing pursuant to that clause the Licensee shall pay to the Secretary of State sums (in this Schedule referred to as "periodic payments") calculated as follows:-

- (a) upon the said date £50 multiplied by the area factor
- (b) upon the first anniversary of the said date £80 multiplied by the area factor
- (c) " " second " " " " " £110 "
- (d) " " third " " " " " £140 "
- (e) " " fourth " " " " " £170 "
- (f) " " fifth " " " " " £200 "
- (g) " " sixth " " " " " £230 "
- (h) " " seventh " " " " " £260 "
- (i) " " eighth " " " " " £290 "
- (j) " " ninth " " " " " £320 "
- (k) " " tenth and every subsequent anniversary of the said date £350 multiplied by the area factor.

(2) In this paragraph "the area factor" means the number of square kilometres comprised in the licensed area at the date upon which the periodic payment in question becomes due.

Royalties

3. - (1) Within two months after the end of the half year in which the Licence is granted, and within two months after the end of every succeeding half year the Licensee shall pay to the Secretary of State a royalty in respect of those periods respectively of twelve and a

saved by the Licensee in the period from the grant of the Licence to the end of the half year in which it was granted and in each succeeding half year respectively without any deduction except as provided by the next sub-paragraph.

(2) The Licensee may deduct from the amount of royalty due in respect of the period from the grant of the Licence to the end of the half year in which it was granted and from the amount of royalty due in respect of each succeeding half year respectively -

(a) If the period in respect of which that royalty is due is one in which a periodic payment was due and paid, one half of that periodic payment; or

(b) if the period in respect of which that royalty is due is a half year next following a half year in which a periodic payment was due and paid, an amount equal to that periodic payment less any part thereof deducted from the amount of royalty due in respect of the period in which that periodic payment was due,

but if any periodic payment is greater than the amounts of royalty which would apart from this paragraph be payable in respect of the period in which the periodic payment is due and paid and in respect of the next following half year, no repayment to the licensee of the whole or any part thereof shall be made nor shall the same be taken into account in respect of the royalty due in respect of any other half year.

(3) The royalty shall be paid on the value of petroleum shown by the statement of value referred to in clause 11 (the marginal note whereof is "Value of petroleum") in respect of each half year, and in the event of a direction that paragraph (2) of that clause shall not apply being such that the Licensee is required to give a revised

of a dispute as to the value of petroleum, the Licensee shall pay to the Secretary of State any additional sums due or the Secretary of State shall pay to the Licensee any amount overpaid as the case may require, within two months after the service of the notice containing that direction or after the award of the arbitrator or any prior settlement as to the value of the petroleum won and saved in the period in question, as the case may require, save that in the event of a provisional statement of value being prescribed the royalty shall be paid on the value of the petroleum shown by the provisional statement of value in respect of each half year and the Licensee shall pay to the Secretary of State any additional sums due or the Secretary of State shall pay to the Licensee any amount overpaid as the case may require within two months after the award of the arbitrator or any prior settlement as to the value of the petroleum won and saved in the period in question.

SCHEDULE 3

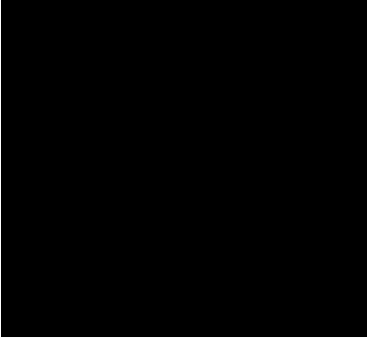
Working obligations

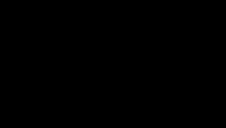
The Licensee shall during the initial six year term of this Licence carry out seismic survey work and drill not less than three exploration wells in the licensed area except for that part which comprises blocks No. 211/17 and 3/18, provided that if the Licensee satisfies the Secretary of State that the drilling of a third exploration well is not justifiable the Licensee shall not be obliged to drill more than two exploration wells.

The Corporate Seal of the Secretary of State }
for Trade and Industry hereunto affixed is }
authenticated by

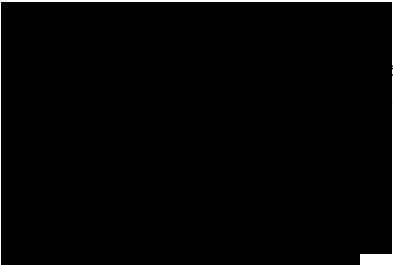

Assistant Secretary
Authorised by the Secretary of State

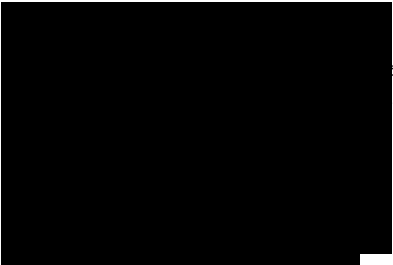
The Common Seal of Total Oil Marine Limited }
was hereunto affixed in the presence of }


Director


Secretary

The Common Seal of Elf Oil Exploration & }
Production (U.K.) Limited was hereunto }
affixed in the presence of }

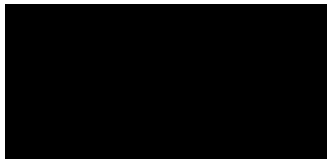

Director

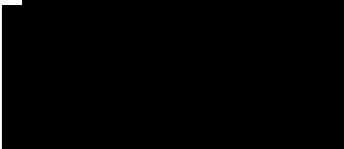

Secretary

The Common Seal of Aquitaine Oil (U.K.) }
Limited was hereunto affixed in the }
presence of }


Director

The Common Seal of Pict Petroleum Limited }
was hereunto affixed in the presence of }

 Director

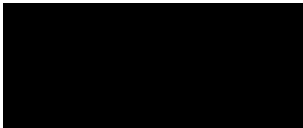
 Secretary

The Common Seal of RIF Exploration Limited }
was hereunto affixed in the presence of }

Director 

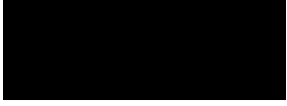
Secretary 

The Common Seal of New Court Oil Venturers }
Limited was hereunto affixed in the }
presence of }

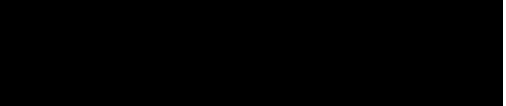
 Director

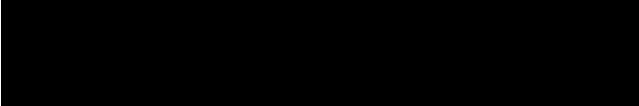
FOR PRO

ALBA BETHGOWAN & SONS

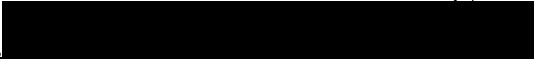
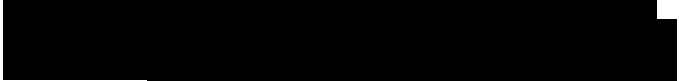
 Secretary

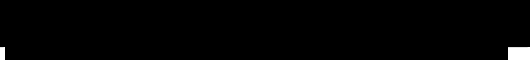
The Common Seal of Envoy Investments Limited }
was hereunto affixed in the presence of }

 Director

 Secretary

The Common Seal of Elpindene Limited was }
hereunto affixed in the presence of }

Director 


Secretary 

The Common Seal of Cawoods Holdings Limited)
was hereunto affixed in the presence of)

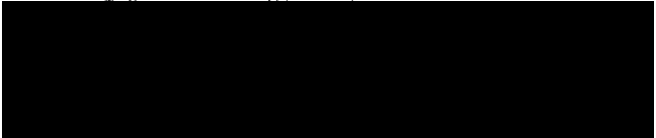

Director 

Secretary

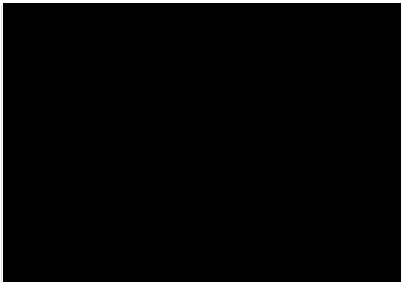
The Common Seal of National Westminster)
Bank Limited was hereunto affixed in)
the presence of)


~~SECRETARY~~ AUTHORIZED SEALING OFFICER

The Common Seal of The Delta Metal Company)
Limited was hereunto affixed in the)
presence of)



ACTING Secretary

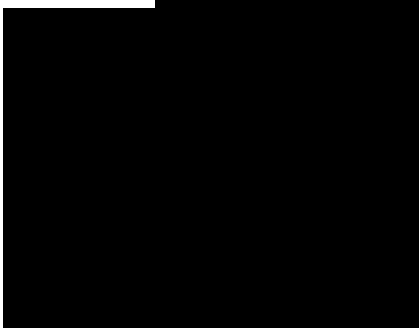
The Common Seal of Caber Oil Limited
was hereunto affixed in the presence
of



Director

Secretary *LS*

The Common Seal of City Oil Exploration
Limited was hereunto affixed in the
presence of



Director

LS
Secretary