

LICENCE NO. P 475

Petroleum (Production) Act 1934

Continental Shelf Act 1964

THE SECRETARY OF STATE FOR ENERGY

and

CONOCO LIMITED

BRITOil plc

GULF OIL (GREAT BRITAIN) LIMITED

GULF (U.K.) OFFSHORE INVESTMENTS LIMITED

THE BRITISH NATIONAL OIL CORPORATION

LICENCE

to

Search and Bore for and get petroleum

in part of block 211/19a

THIS LICENCE made the 13th day of November 1984 between THE SECRETARY OF STATE FOR ENERGY (hereinafter referred to as "the Minister") for and on behalf of Her Majesty of the one part and CONOCO LIMITED whose registered office is situate at Park House, 116 Park Street, London W1Y 4NN, and BRITOil plc whose registered office is situate at 150 St Vincent Street, Glasgow G2 5LJ, and GULF OIL (GREAT BRITAIN) LIMITED whose registered office is situate at The Quadrangle, Imperial Square, Cheltenham, Gloucestershire, and GULF (U.K.) OFFSHORE INVESTMENTS LIMITED whose registered office is situate at Gulf House, 2 Portman Street, London W1H 0AN, and THE BRITISH NATIONAL OIL CORPORATION whose principal office is situate at 1 Grosvenor Place, London SW1 7HG (hereinafter referred to as "the Licensee") of the other part

WITNESSETH as follows:-

Incorporation
of clauses

A. Clause 1 and clauses 5 to 40 of the model clauses for production licences in seaward areas set out in Schedule 5 to the Petroleum (Production) Regulations 1982 (S.I. 1982 No. 1000) shall be incorporated herein and shall have effect as if herein set out at length subject to the following modifications:-

- (a) in paragraph (1) of clause 1, the definition of "initial term" shall be omitted;
- (b) in paragraph (1) of clause 5

- del.*
- del. 11/11/64*
- (i) for the words "initial term" there shall be substituted the words "the term stipulated in clause 8 of this licence"; and
 - (ii) the words "or surrender any part of the licensed area being a part which complies with clause 6 hereof" shall be omitted;
- (c) in clause 6 -
- (i) paragraph (1) shall be omitted; and
 - (ii) in paragraph (2) the words "or any surrender of part of the licensed area in the manner provided by either clause 4 or clause 5 of this licence" and the words "or of the part so surrendered as the case may be" shall be omitted;
- (d) in paragraph (2) of clause 7 the words "or surrender of any part of the licensed area" and "or surrender" where they appear in the last line of the paragraph shall be omitted.
- (e) in clause 13 -
- (i) paragraph (1) shall be omitted; and
 - (ii) in paragraph (2), for the words "at any time" there shall be substituted the words "during the term hereby granted";
- (f) in paragraph 6 of model clause 16 after the word "licence" insert "and any well drilled within an area comprised within the licensed area at the time of the granting of this licence by the Licensee pursuant to the Petroleum Production Licence No.P.104 granted under the Act of 1934 as applied by the Act of 1964.

Term of licence B. This licence unless sooner determined under any of the provisions hereof shall be and continue in force for the term commencing on the date hereof and ending on the 8th day of June 2016.

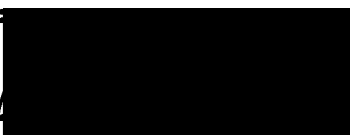
Right to search C. In consideration of the payments and royalties and bore for and hereinafter provided and the performance and observance get petroleum by the Licensee of all the terms and conditions hereof, the Minister, in exercise of the powers conferred upon him by the Act of 1934 and the Act of 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 seabed and subsoil under the seaward area comprising an area of 2.99 square kilometres more particularly described in Schedule 1 to this licence being the area comprising part of block No. 211/19a on the reference map deposited at the principal office of the Department of Energy, Thames House South, Millbank, London SW1P 4QJ. Provided that nothing in this Licence shall affect the right of the Minister 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 clauses 7 and 8 of the said model clauses are for the purposes of this licence Schedules 2 and 3 respectively hereunder written.

E. The licensed area being situated in a designated area or part of a designated area in respect of which an Order in Council has been made pursuant to Section 3(2) of the Act of 1964 making provision for the determination of questions in accordance with the law in force in Scotland, it is hereby declared that the second alternative version of clause 35 and paragraphs (1), (2A) and (3A) of clause 40 of the said model clauses are incorporated herein to the exclusion of the respective alternative versions of those provisions set out in the said model clauses.

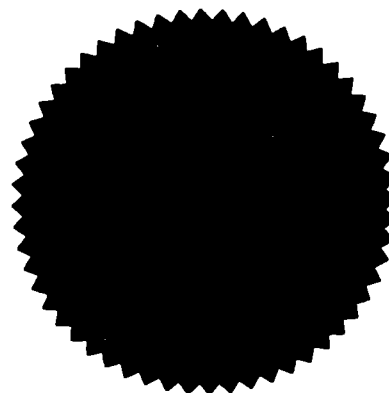
IN WITNESS whereof the Corporate Seal of the Minister and the Seal(s) of the Licensee have been affixed to this licence (consisting of this and the preceding three pages) the day and year first above written.

The Corporate Seal of the Secretary
of State for Energy hereunto affixed
is authenticated by:

.....

Assistant Secretary
Authorised by the Secretary of State

)
)
)
)
)



The Common Seal of Conoco Limited
was hereunto affixed in the
presence of:-

[Redacted]

Director
Cond.
~~Director~~
~~Secretary~~

The Common Seal of Britoil plc
was hereunto affixed in the
presence of:-

[Redacted]

. Director
Secretary

The Common Seal of Gulf ^{oil} (Great Britain) Limited
was hereunto affixed in the presence of

[Redacted]

..... Director
..... Secretary

The Common Seal of Gulf (U.K.) Offshore Investments
Limited was hereunto affixed in the presence of

[Redacted]

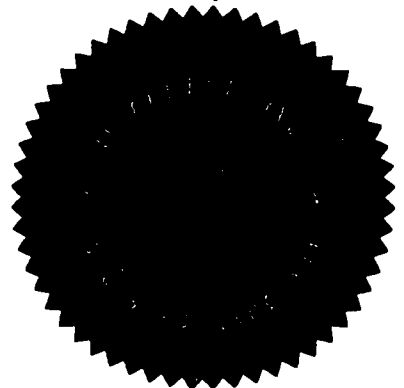
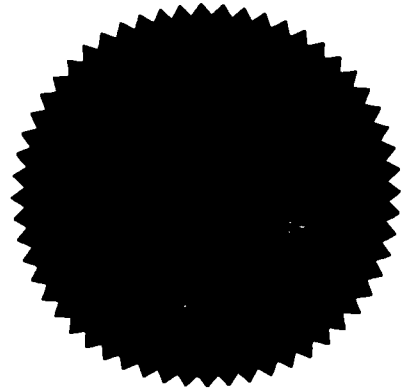
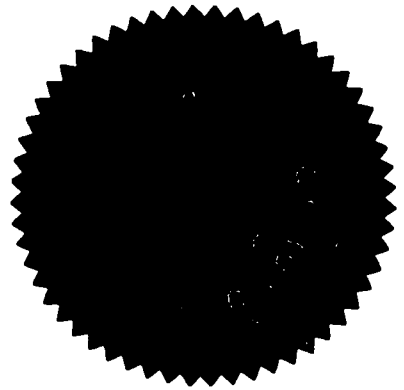
..... Director
..... Secretary

The Common Seal of The British National Oil
Corporation was hereunto affixed in the presence of

[Redacted]

..... Secretary

AUTHORISED BY THE CORPORATION



SCHEDULE 1

Description of Licensed Area

PART OF BLOCK 211/19a

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

(1)	61° 22' 10"N	1° 36' 00"E
(2)	61° 22' 10"N	1° 36' 50"E
(3)	61° 20' 00"N	1° 36' 50"E
(4)	61° 20' 00"N	1° 36' 00"E

SCHEDULE 2

Consideration for Licence

1. Upon the ~~12th~~ day of ~~November~~ 1984 (in this Schedule referred to as "the said date"), and on the anniversaries thereof during the term of the licence, the Licensee shall pay the Minister sums (in this Schedule referred to as "periodic payments") calculated as follows:-

- (a) upon the said date £360 multiplied by the area factor
- (b) upon the 1st anniversary of the said date £720 multiplied
by the area factor
- (c) " " 2nd " " " " £1080 " "
- (d) " " 3rd " " " " £1440 " "
- (e) " " 4th " " " " £1800 " "
- (f) " " 5th " " " " £2160 " "
- (g) " " 6th " " " " £2520 " "
- (h) " " 7th " " " " £2880 " "
- (i) " " 8th " " " " £3240 " "
- (j) " " 9th " " " " £3600 " "
- (k) " " 10th " " " " £3960 " "
- (l) " " 11th " " " " £4320 " "
- (m) " " 12th " " " " £4680 " "
- (n) " " 13th " " " " £5040 " "
- (o) upon the 14th and every subsequent anniversary of the said date £5400 multiplied by the area factor.

2. In the paragraph above "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.

SCHEDULE 3

The appropriate percentage

For the purposes of this licence the appropriate percentage (as defined in clause 8(1)) means $12\frac{1}{2}$ per centum.