

Unofficial translation

ENCLOSURE TO PRODUCTION
LICENCE NO x

XX LICENSING ROUND

**AGREEMENT
CONCERNING
PETROLEUM ACTIVITIES**

**AGREEMENT CONCERNING PETROLEUM ACTIVITIES PURSUANT TO
PRODUCTION LICENCE
NO XXX**

SPECIAL PROVISIONS

1. Background

By Royal Decree of XX

X

[Petoro AS]

X

have jointly been awarded petroleum production licence concerning petroleum activities (the Production Licence) covering block(s) [.....]

Pursuant to Article 6 of the Production Licence, the Parties to the Production Licence are today entering into the following agreement for petroleum activities (“the Agreement”).

The Agreement comprises:

- a) Special provisions
- b) Enclosure A - Joint Operating Agreement (“Enclosure A”)
- c) Enclosure B - Accounting Agreement (“Enclosure B”)

Under this Agreement, the Parties hereby establish a joint venture for the purpose of engaging in petroleum activities in accordance with the Production Licence.

In the event of any discrepancies between the provisions of the Special provisions, Enclosure A and Enclosure B, the Special provisions shall supersede the provisions of Enclosure A and Enclosure B, and Enclosure A shall supersede the provisions of Enclosure B. The provision in item 2.3.5 in Enclosure B is an exemption from and supersedes the general provisions on disputes in Enclosure A.

2. The Parties and Participating interests

The Parties to this Agreement and their Participating interest are as follows:

[A x%

B y%

C z%

D æ%]

The Parties' interests in the joint venture shall at all times be identical to the Parties' interests in the Production Licence.

3. Voting rules

- 3.1 Unless otherwise specified in this Agreement, each Member casts vote in accordance with the Participating interest of his Party.

- 3.2 Unless otherwise specified in this Agreement, a decision by the management committee is adopted when at least y of the Members representing at least x % of the Participating interests have voted in favour of a proposal, [provided, however, that {one or more individualized company(ies)/public entity(ies)} do not constitute a quorum.]

[The Manager shall not be party to information nor exercise any voting rights on decisions regarding sources of procurement to the activities. When calculating the individual Party's proportional voting right when voting over sources of procurement, the Manager's voting right shall be distributed among the other Parties in proportion to their Participating interests so that the total voting rights in such cases are distributed as follows:

X%
Y%
Z%

In such cases, a decision is adopted by the management committee when at least y' of these Parties representing at least x' % of the Participating interest have voted in favour of the proposal.]

The management committee shall make no decision which could render an unreasonable advantage to certain Parties or others to the detriment of other Parties or the joint venture.

- 3.3 [The State or the Manager may oppose a decision by the management committee which would not respect the conditions and requirements, specified in this Production Licence, regarding the State's depletion policies or the State's financial interests.

If the Manager's Member in the management committee declares that an adopted decision is of a nature as described in paragraph one, such decision cannot be executed. If the matter is not brought before the Ministry of Petroleum and Energy ("the Ministry") within 4 weeks after the day of adoption, the decision may nevertheless be executed.]

- 3.4 Matters concerning the relinquishment of acreage within the licence area or surrender of the Production Licence require a unanimous decision by the management committee.
- 3.5 In case of changes in the joint venture, be it a change in the number of participants or of the Participating interests, the joint venture shall propose new voting rules. The voting rules are subject to the Ministry's approval. If the joint venture does not submit any proposal, the Ministry may determine new voting rules for the joint venture. The new voting rules shall be formulated so as to influence each Party's proportional voting right as little as possible.

4. The Operator

Y has been appointed and assumed the position of operator ("the Operator") for the Production Licence.

5. Definitions

The definitions included in Enclosure A shall also apply to the Special provisions as far as they are suitable.

6. Duration

This Agreement shall be binding for the Parties until expiry of the Production Licence and, in addition, for the time required to prudently discontinue the operations and the execution of abandonment decisions according to Article 30 of Enclosure A.

7. Production Licences with two Parties

In Production Licences with two Parties, Article 16.2 of Enclosure A shall read:

"A Party may submit to the Ministry and other relevant authorities for approval a plan for development and operation with all necessary documentation".

8. Approval

Amendments to, exceptions from or supplements to this Agreement shall be submitted to the Ministry for approval.

9. Norwegian law

This Agreement shall be governed by Norwegian law

This Agreement has been signed in originals, one of which is to be retained by the Parties and the Ministry each.

[Place],

[Year].....

x

x

x

x