

CALL FOR BIDS NO. NS09-1

FORM OF EXPLORATION LICENCE

EXPLORATION LICENCE NO. _____

The Canada-Nova Scotia Offshore Petroleum Board (the "Board") hereby issues this Exploration Licence ("Licence") to the interest holders set out in Schedule A, in the respective shares set out opposite the name of each interest holder. This Licence is issued pursuant to the *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation Act*, S.C. 1988, c. 28, as amended, and the *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation (Nova Scotia) Act*, S.N.S. 1987, c. 3, as amended (the "Legislation") and shall be subject to the following terms and conditions:

1. **INTERPRETATION**

Any words or phrases defined in the Legislation shall have the same meanings in this Licence unless the context otherwise requires.

2. **RIGHTS AND LANDS**

This Licence confers the rights attaching to Exploration Licences under the Legislation with respect to those portions of the offshore area described in Schedule A (the "Lands").

3. **TERM**

- (a) The effective date of this Licence is August 13, 2010.
- (b) Subject to paragraph 3(j) below, the term of this Licence is nine (9) years, consisting of two consecutive periods referred to as Period 1 and Period 2.
- (c) Period 1 is a period of five (5) years commencing on the Effective Date of this Exploration Licence. This period will be extended by one year if:
 - (i) A well is commenced prior to the end of the fifth year of Period 1 and is still being diligently pursued into the sixth year; or,
 - (ii) A Drilling Deposit in the amount of \$500,000 is posted in accordance with section 6 of this licence before the end of the fifth year of Period 1.
- (d) No extension to Period 1 will be granted if there are unpaid Environmental Studies Research Fund Levies.

- (e) If the drilling of a well has been commenced during Period 1 and continues beyond the sixth year of Period 1, Period 1 will be further extended for so long as the drilling of that well is being pursued diligently.
- (f) Period 2 immediately follows Period 1 and consists of the balance of the nine (9) year term of this Exploration Licence.
- (g) In order to validate this Licence for Period 2, the drilling of a well must be commenced within Period 1 and diligently pursued to termination in accordance with good oilfield practice. Failure to fulfill this drilling requirement will result in the cancellation of this Licence at the end of Period 1.
- (h) The geological objectives of the validation well are determined by the Interest Owner and declared to the Board prior to the commencement of the well.
- (i) Upon the expiration of Period 2 this Licence shall terminate and all Lands shall revert to the Crown except those which have been converted to a Significant Discovery Licence or a Production Licence.
- (j) If a well has been commenced before the expiration of this Licence, this Licence will continue in force while the drilling of that well is being pursued diligently and for so long thereafter as may be necessary to determine the existence of a significant discovery based on the results of that well.

4. LICENCE DEPOSIT

- (a) Pursuant to Call for Bids NS09-1 the interest owner has provided the Board with a Licence Deposit in the amount of \$50,000 or one-percent (1%) of the Work Expenditure Bid, whichever is greater. This deposit will be refunded in full upon the posting of the Work Deposit, as described in paragraph 5(a) below. No interest will be paid on the Licence Deposit.
- (b) In the event that the Work Deposit is not posted by the third anniversary of this Licence, the Licence Deposit will be forfeited and this Licence cancelled.

5. WORK DEPOSIT

- (a) The total Work Deposit required as security for the performance of work is 25% of the Work Expenditure Bid as set out in Schedule A (the "Work Deposit"). The Work Deposit is required to be posted no later than the third anniversary of this Licence. No interest will be paid on the Work Deposit. Failure to post the Work Deposit as security for the performance of work will result in the cancellation of this Licence and forfeiture of the Licence Deposit.
- (b) This Work Expenditure Bid is based on the amount of money proposed to be expended on the exploration of the respective parcel and on research & development and education & training within Period 1 of the term of this Licence, determined in accordance with the Schedule of Allowable Expenditures set out in Schedule B.
- (c) In submitting a Work Expenditure Bid, the bidder commits to spend at least 95% of the Work Expenditure Bid on exploration of the respective parcel.
- (d) There is no obligation for the bidder to include or to commit to spend money during Period 1 on research & development or education & training as part of the Work Expenditure Bid. However, in the event the bidder spends money on such purposes, a maximum of 5% of the Work Expenditure Bid may be applied for as an Allowable Expenditure as defined in Schedule B.
- (e) On the first anniversary of this Licence and each anniversary thereafter, the interest representative is required to submit to the Board an application for approval of Allowable Expenditures incurred during the preceding year.
- (f) Allowable Expenditures approved in the first three (3) years of this Licence will be credited at a rate of 150% and carried forward to offset the Work Deposit to be posted at the end of the third year.
- (g) Allowable Expenditures that are expended in Period 2 shall not be credited against the Work Deposit.
- (h) The interest owner is not obligated to perform work in the full dollar value of the Work Expenditure Bid under this Licence. However, if the interest owner does not perform work in the full amount of its Work Expenditure Bid, the unrefunded balance of the Work Deposit will be forfeited to the Receiver General for Canada upon the expiry, surrender or cancellation of Period 1.

6. DRILLING DEPOSIT

- (a) The interest owner may, at its option, extend Period 1 from five (5) years to six (6) years if:
 - (i) A well is commenced prior to the end of the fifth year of Period 1 and is still being diligently pursued into the sixth year; or,
 - (ii) A Drilling Deposit in the amount of \$500,000 is posted in accordance with this section before the end of the fifth year of Period 1.
- (b) The Drilling Deposit shall be in a form acceptable to the Board. No interest will be paid on the Drilling Deposit.
- (c) Should a Drilling Deposit be posted, it will be refunded in full if this Licence is validated for Period 2 by the drilling of a well.
- (d) If a validation well is not drilled, the Drilling Deposit will be forfeited to the Receiver General for Canada upon the expiry, surrender or cancellation of Period 1.
- (e) Allowable Expenditures cannot be applied against the Drilling Deposit.

7. RENTALS

- (a) No Rentals are payable in respect of Period 1.
- (b) Refundable Rentals are payable during each year of Period 2 at the following rates:

Year	Amount per Hectare
6	\$2.50
7	\$2.50
8	\$5.00
9	\$7.50

- (c) For great certainty, Rentals shall be calculated on the basis on the total hectarage of Lands held as part of this Licence as of the anniversary date.
- (d) Rentals are payable annually, in advance, and should be paid by wire deposit, certified cheque or bank draft payable to the Receiver General for Canada. Failure to pay Rentals within ninety (90) days of notice of default will result in cancellation of this Licence.

- (e) When Period 1 is extended beyond the sixth year due to the drilling of a well, the first year of Period 2 will be a partial year ending the day before the next anniversary date of this Licence. Rentals for the first year of Period 2 shall nevertheless be payable at the full annual rate and shall be paid in advance at the commencement of Period 2.
- (f) If this Licence continues in force beyond Period 2, Rentals will be payable at the rates applicable during the last year of Period 2.
- (g) Rentals will be refunded upon annual application to the Board to the extent of approved Allowable Expenditures incurred during Period 2. Allowable Expenditures incurred in a particular year of Period 2 that are in excess of what is required to reduce Rentals to zero in that year may be carried forward for the purpose of reducing Rentals paid in subsequent years of Period 2. Allowable Expenditures incurred in Period 1 after completion of the first well may also be carried forward for this purpose into Period 2 to the extent that they have not been taken into account in refunding all or part of the Work Deposit.
- (h) Rentals are not refunded as a result of a cancellation, surrender or partial surrender of this Licence.

8. ALLOWABLE EXPENDITURES

Allowable Expenditures shall be determined in accordance with Schedule B.

9. WORK PLAN

- (a) The Interest Representative must submit a Work Plan, acceptable to the Board, within ninety (90) days of the effective date of the Exploration Licence outlining the anticipated exploration of the Lands during the first three (3) years of Period 1.
- (b) Failure to submit an acceptable Work Plan may result in the cancellation of the Exploration Licence.
- (c) The Interest Representative must provide annual reports updating the Work Plan on the first anniversary of the Exploration Licence and each anniversary thereafter during the three (3) year period covered by the Work Plan.
- (d) If, after reviewing an annual report, the Board is of the opinion that the Interest Owner(s) is not diligently pursuing the Work Plan, or other activities acceptable to the Board, the Board may, after providing sixty (60) days notice to the Interest Representative and providing an opportunity for the Interest Owner(s) to be heard, cancel the Exploration Licence.

- (e) Failure to submit an annual report updating the Work Plan may result in the cancellation of the Exploration Licence.

10. INDEMNITY

- (a) Holders of shares in this Licence shall at all times jointly and severally indemnify the Board and Her Majesty the Queen in right of Canada and in right of the Province of Nova Scotia against:
 - (i) all actions, claims and demands that may be brought or made by any person by reason of anything done or omitted to be done under this Licence by, through or under the interest owner or an interest holder, in relation to those portions of the Lands with respect to which they hold shares; and
 - (ii) all costs that the Board or Her Majesty the Queen may incur in connection with any such action, claim or demand.
- (b) For purposes of this section, the expression "Her Majesty the Queen" shall not include any Crown corporation.
- (c) This section 10 shall survive this Licence and will be included in any Significant Discovery Licences and Production Licences that may result from this Licence.

11. SUBMISSION OF GEOSCIENCE DATA

Upon expiry, surrender or cancellation of this Licence, the interest owner shall, if it is not already done so, immediately submit to the Board all geoscience data acquired with respect to the exploration of the Lands. This data will be subject to disclosure in accordance with the Legislation and the Board's Data Disclosure Policy.

12. REPRESENTATIVE

Unless otherwise designated in the prescribed manner, the representative of the interest owner for all purposes of Part II of the Legislation shall be as specified in Schedule A.

13. NOTICES

Any notice to the interest owner or any interest holder required or permitted under the Legislation may be given by personal delivery or single registered mail to the representative of the interest owner at the address specified in Schedule A, or such other address as may be designated to the Board by the representative from time to time, and shall be deemed to have been received by the representative at the time of delivery if personally delivered, or on the fifth day after mailing if sent by registered mail.

14. ENVIRONMENTAL PROTECTION

In accordance with the Legislation, prior to the authorization of any petroleum related activities on the Lands the operator must demonstrate to the satisfaction of the Board that such activities can be conducted in an environmentally safe manner. Special precautions, such as enhanced environmental assessments, more stringent mitigation measures and environmental effects monitoring may be required in some cases.

15. SABLE ISLAND – DRILLING PROHIBITION

Drilling from the surface will not be permitted on Sable Island or within one (1) nautical mile seaward of the low water mark of Sable Island. All other activities within that area will require that the operator prepare a Code of Practice to ensure the protection of Sable Island.

16. SABLE ISLAND - CONDITION IN THE EVENT OF FUTURE DEVELOPMENT

(In accordance with a directive dated November 19, 1998 issued by the Premier of Nova Scotia and Minister responsible for the Accord Act pursuant to subsection 41(2) of the Canada-Nova Scotia Offshore Petroleum Resources Accord (Nova Scotia) Act.)

If the interest owner or any interest holder of lands on or near Sable Island makes a discovery or discoveries within Sable Island and a Development Plan(s) is subsequently filed, the Development Plan(s) must, at a minimum, include:

- (a) a study that investigates and reports on the likelihood of subsidence of and around Sable Island;
- (b) the program to be developed and implemented to detect subsidence; and
- (c) if it is determined that subsidence may or has started to occur, the program that would be implemented to mitigate subsidence

17. TIME LIMITATIONS

- (a) In the event any interest holder wishes to submit an application for a Declaration of Significant Discovery pursuant to the Legislation (“Application”), unless the Board otherwise agrees in writing, such Application shall be submitted within six (6) months following rig release of the drilling unit respecting the prospective discovery well, or six (6) months prior to the scheduled expiry date of this Licence, whichever occurs later.
- (b) Where any judicial review is explicitly stated to be available under any provision of the Legislation respecting any order, decision, or action by the Board, any application for such a judicial review shall be made no later than thirty (30) days following the date upon which such order, decision or action is effective pursuant to the Legislation.

18. DEEMED AGREEMENT

The acceptance of this Licence by the interest owner shall be deemed to constitute agreement by the interest holders to the terms and conditions contained herein.

IN WITNESS WHEREOF the Board has issued this Licence to be effective as of the 13th day of August, 2010.

CANADA-NOVA SCOTIA OFFSHORE
PETROLEUM BOARD

Chief Executive Officer

SCHEDULE A – EL

LANDS

INTEREST HOLDERS

SHARE

Grid area ° ' N ° ' W
Sections _____

_____ %

All petroleum substances in all geological formations.

TOTAL AREA: _____ Hectares

WORK EXPENDITURE BID: \$ _____

WORK DEPOSIT: \$ _____

REPRESENTATIVE: _____

ADDRESS FOR SERVICE:

SCHEDULE B – EL
ALLOWABLE EXPENDITURES

1. (a) Any expenditure that the Interest Representative would like to have considered as an Allowable Expenditure must be reviewed by the Manager, Resources and Rights, prior to the Interest Owner(s) commencing the work.
- (b) Failure to have expenditures reviewed by the Manager, Resources and Rights may result in the Board excluding those expenses for consideration as Allowable Expenditures.
2. (a) Work shall be carried out by a party at arm's length from the interest owner. In the event that costs incurred are non-arm's length from the interest owner, the lesser of cost or fair market value as established by an independent third party expert will be considered for Allowable Expenditures.
- (b) The definition of "arm's length" is that which is defined in the Income Tax Act.
- (c) Each claim must be accompanied by a cost statement prepared and certified by a third-party auditor satisfactory to the Board.
- (d) Expenses related to the third-party audit are the responsibility of the interest owner and shall not be included as an Allowable Expenditure.
- (e) The Board shall approve the Terms of References/Scope of Work in relation to any audit to be performed in accordance with the requirements of this Schedule. The Board reserves the right to conduct its own audit if for any reason it deems it necessary to do so.
3. The Allowable Expenditures for any given year shall be the total calculated expenditures on the Lands for that year (i.e. monies actually spent) based upon the following rates:
 - (a) Drilling: At cost.
 - (b) Seismic, Well-Site and Electromagnetic Surveys:
 - (i) 2-D, 3-D and Ocean Bottom Cable seismic: At cost.
 - (ii) Wellsite and seabed survey: At cost.
 - (iii) Resistivity or Controlled Source Electromagnetic (CSEM) surveys or any other survey of this type: At cost.

- (c) Seabed & Other Surveys/Studies:
 - (i) Environmental field studies that are required to obtain an authorization for work or activity: At cost.
 - (ii) Other surveys/studies agreed to by the Board: At an agreed rate.
 - (d) Research & Development and Education & Training: Maximum of 5% of the Work Expenditure Bid over the course of Period 1.
4. The interest owner may submit an application for credit against the Work Deposit or Rentals, as the case may be, in the form and manner required by the Board. The following conditions shall apply to such application:
- (a) Applications for credit against the Work Deposit must be received annually by the Board no later than thirty (30) days following the anniversary of this Licence for expenses incurred in the preceding year. Any expense which would otherwise be considered as an Allowable Expenditure, but was made prior to the effective date of this Licence and after the date upon which the Board selected the interest owner's bid, shall be considered for inclusion as an Allowable Expenditure for Period 1;
 - (b) Applications for credit against Rentals must be received annually by the Board no later than thirty (30) days following the anniversary date of this Licence in Period 2;
 - (c) Applications for credit against the Work Deposit or Rentals must be received no later than thirty (30) days following the expiry, surrender or cancellation of the Licence;
 - (d) Failure to submit such applications within the appropriate time referred to above, shall mean that no Allowable Expenditures were incurred for that period.