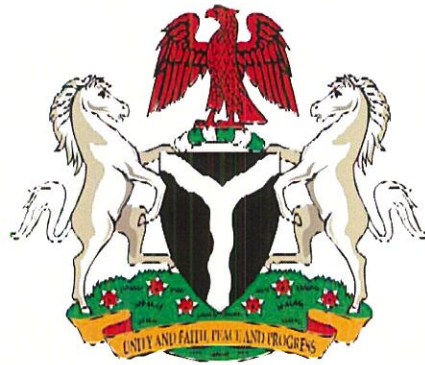


PETROLEUM INDUSTRY ACT 2021

THE FEDERAL REPUBLIC OF NIGERIA



ORIGINAL

PETROLEUM MINING LEASE



THE FEDERAL REPUBLIC OF NIGERIA



PETROLEUM MINING LEASE No. 3, granted pursuant to the Petroleum Industry Act, 2021

THIS LEASE is granted on this *25th* day of *May*, 2023

By

THE GOVERNMENT OF THE FEDERATION OF NIGERIA, acting through the **Honourable Minister of Petroleum Resources** (or any person designated by the President of the Federal Republic of Nigeria as having responsibility for overseeing the petroleum industry), whose address is at NNPC Towers, Central Business District, FCT, Abuja (hereinafter referred to as the **“Government”**);

In favour of

NIGERIAN NATIONAL PETROLEUM COMPANY LIMITED, a company incorporated under the laws of the Federal Republic of Nigeria with RC No. 1843987, to replace the Nigerian National Petroleum Corporation in line with the provisions of the Petroleum Industry Act, 2021 whose registered address is at NNPC Towers, Herbert Macaulay Way, Central Business District, Abuja, Nigeria (hereinafter referred to as **“NNPC”**, which expression shall, where the context so admits include its successors-in-title and assigns);

TOTAL ENERGIES UPSTREAM NIGERIA LIMITED, a company incorporated under the laws of the Federal Republic of Nigeria with RC No. 321517, whose registered address is at Plot 247, Herbert Macaulay Way, Central Business District, Abuja, Nigeria (hereinafter referred to as **“TUPNI”**, which expression shall, where the context so admits include its successors-in-title and assigns);

PRIME 130 NIGERIA LIMITED, a company incorporated under the laws of the Federal Republic of Nigeria with RC No. 366209, whose registered address is at 5th floor, SAPETRO Towers, No. 1 Adeola Odeku Street, Victoria Island, Lagos, Nigeria (hereinafter referred to as **“PRIME 130”**, which expression shall, where the context so admits include its successors-in-title and assigns);

SOUTH ATLANTIC PETROLEUM LIMITED, a company incorporated under the laws of the Federal Republic of Nigeria with RC No. 284117, whose registered address is at 11th and 12th floors, SAPETRO Towers, No. 1 Adeola Odeku Street, Victoria Island, Lagos, Nigeria (hereinafter referred to as **“SAPETRO”**, which expression shall, where the context so admits include its successors-in-title and assigns);

of the other part (each hereinafter also referred to as a “**Lessee**” and together as the “**Lessees**”).

WHEREAS the property and ownership of Petroleum within Nigeria, its territorial waters, continental shelf and exclusive economic zone is vested in the Government of the Federation of Nigeria.

WHEREAS under the Petroleum Industry Act 2021 (**Act**), the Minister of Petroleum Resources (**Minister**) is vested with the power to grant Petroleum Mining Leases on behalf of the Government; while the Nigerian Upstream Petroleum Regulatory Commission (**Commission**) is responsible for the technical and commercial regulation of the upstream petroleum industry in Nigeria, including the determination and recommendation of applicants who have fulfilled the conditions for the grant of upstream petroleum leases.

WHEREAS the Lessees, are concessionaires of OML 130 and have applied for an early renewal of the concession under Section 303(1) of the Act and the Commission has approved the renewal application and has entered into a Concession Contract with the Lessees in respect of PML No. 3 derived from the concession area of the expiring OML 130, which is more particularly described in Schedule B (the “**Lease Area**”).

WHEREAS the Commission has recommended to the Minister that OML 130 be renewed and the Minister on behalf of the Government has accepted the Commission’s recommendation and has agreed to renew OML 130 and issue this Lease in respect of the Lease Area, based on the terms contained herein.

AND WHEREAS the Lessees have represented that they have the required financial capability, technical competence and resources necessary to continue to undertake Upstream Petroleum Operations within the Lease Area and have provided valuable consideration (the receipt whereof the Government hereby acknowledge) as renewal bonus and fulfilled all other statutory conditions as contained in the Act for the renewal of the Lease.

NOW THEREFORE:

1. In this Lease all capitalised words and expressions shall have the meanings assigned to them in the General Lease Conditions hereinafter attached as Schedule A.
2. The following documents shall be deemed to form and be read and construed as part of this Lease:
 - 2.1. **Schedule A** – General Lease Conditions
 - 2.2. **Schedule B** – Lease Area Description
 - 2.3. **Annexure 1** – Concession Contract
3. In consideration for the Lessees paying the Renewal Bonus to the Government, the Government as beneficial owner of any Petroleum within the Lease Area, hereby grants this Lease to the Lessees, subject to the Petroleum Industry Act, 2021 and any subsidiary legislation thereunder now

in force or which may come into force during the continuance of this Lease, and also subject to the terms and conditions as contained in this Lease, its Schedules and Annexures, the following rights:

- 3.1. to carry out Petroleum Exploration Operations within the Lease Area on a non-exclusive basis;
 - 3.2. to drill exploration and appraisal wells and carry out related test production within the Lease Area on an exclusive basis;
 - 3.3. to carry out the development and production of petroleum with respect to the formations under the Lease Area on an exclusive basis; and
 - 3.4. to win, work, carry away and dispose of crude oil, condensates and natural gas on an exclusive basis.
4. The term of this Lease shall be twenty (20) years commencing from the 25th day of May 2023 (the “**Lease Commencement Date**”) and may be renewed in accordance with the terms of the General Lease Conditions.
5. Consequent on the grant of the Lease, each Lessee’s participating interest under the Lease is as follows:
- 5.1. **NNPC** – 50%
 - 5.2. **TUPNI** – 24%
 - 5.3. **PRIME 130** – 16%
 - 5.4. **SAPETRO** – 10%
6. Each Lessee hereby accepts the grant of the Lease and covenants to abide by the restrictions and conditions as contained in Schedule A and Annexure 1 as well as all legislations and directives pertaining to this Lease, both existing and issued by the Commission from time to time.

IN WITNESS WHEREOF the parties have executed and delivered this document the date and year first above written.

SIGNED AND DELIVERED

M. Buhari

**BY THE HONOURABLE MINISTER OF PETROLEUM RESOURCES
FOR AND ON BEHALF OF THE GOVERNMENT OF THE FEDERATION OF NIGERIA**

IN THE PRESENCE OF:

[Red signature]

**ENGR. GBENGA KOMOLAFE *FNSE*
COMMISSION CHIEF EXECUTIVE
THE NIGERIAN UPSTREAM PETROLEUM REGULATORY COMMISSION**

ACCEPTED BY THE WITHIN NAMED LESSEES

**NIGERIAN NATIONAL PETROLEUM COMPANY LIMITED
Acting by**

[Red signature]

Director *Mele Nyant*

[Blue signature]

Director/Secretary *Umar Ajiya*

**TOTALENERGIES UPSTREAM NIGERIA LIMITED
Acting by**

[Black signature]

Director *MIKE SANGSTER*

[Black signature]

Director/Secretary *YAKUBO BELGORE*

PRIME 130 NIGERIA LIMITED

Acting by



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Director EMERA PHIL-EBOSIE



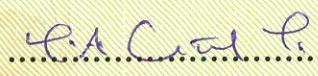
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Director/Secretary OLUBUSOLA OBEBE

SOUTH ATLANTIC PETROLEUM LIMITED

Acting by



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Director SILAS GARBA

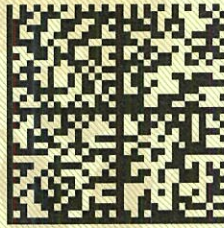


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Director/Secretary
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**AUTHENTICATED BY THE NIGERIAN UPSTREAM PETROLEUM REGULATORY
COMMISSION THIS 25TH DAY OF MAY 2023**



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**OLAYEMI ANYANECHI
COMMISSION SECRETARY AND LEGAL ADVISER
NIGERIAN UPSTREAM PETROLEUM REGULATORY COMMISSION**



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