PETROLEUM INDUSTRY ACT 2021

THE FEDERAL REPUBLIC OF NIGERIA

ORIGINAL

PETROLEUM MINING LEASE

THE FEDERAL REPUBLIC OF NIGERIA

PETROLEUM MINING LEASE No.6, granted pursuant to the Petroleum IndustryAct, 2021

THIS LEASE is granted on this 1st Day of DECEMBER, 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

BRITTANIA-U NIGERIA LIMITED, a company incorporated under the laws of the Federal Republic of Nigeria with RC No.284481, whose registered address is at 14, Saka Tinubu, Street, Victoria Island Lagos, Nigeria

(Hereinafter referred to as "**Lessee**", which expression shall, where the context so admits include its successors-in-title and assigns).

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 Section 94(1) of the Act stipulates that a producing marginal field shall convert to a petroleum mining lease within 18 months from the effective date of the Act. The Lessee is the holder of Ajapa Marginal Field, which is a producing marginal field.

WHEREAS in compliance with Section 94(1) of the Act, the Commission has recommended to the Minister that this Lease be granted to the Lessee in respect of the Lease Area, more particularly described in Schedule B (the **"Lease Area"**), which is derived from Ajapa Marginal Field.

WHEREAS the Minister on behalf of the Government has accepted the Commission's recommendation and has agreed to convert Ajapa Marginal Field to a petroleum mining lease and issue this Lease in respect of the Lease Area, based on the terms contained herein.

AND WHEREAS the Lessee has represented that it has the required financial capability, technical competence and resources necessary to continue to undertake Upstream Petroleum Operations within the Lease Area and have met all the conditions for the conversion of Ajapa Marginal Field on terms agreed with the Commission and has fulfilled all other statutory conditions as contained in the Act for the grant of this Lease.

NOW THEREFORE:

1. In this Lease all capitalised words and expressions shall have the meanings assigned to themin 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**	–	Model Contract
2.4.	**Annexure 2**	–	Field Development Plan / Work Programme
2.5.	**Annexure 3**	–	WP Performance Security

3. In consideration of the Lessee paying the Signature Bonus to the Government, the Government as beneficial owner of any Petroleum within the Lease Area, hereby grants this Lease to the Lessee, 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 won or extracted during the activities in paragraphs 3.2 and 3.3 above.

4. The term of this Lease shall be twenty (20) years commencing from the 1ST day of DECEMBER 2023 (the

Lease Conditions.

5. Consequent to the grant of the Lease, the Lessee's participating interest under the Lease shall be as follows:

    5.1 **BRITTANIA-U NIGERIA LIMITED – 100%**

provided that the Lessee shall have an undivided interest in the Lease Area.

6. The 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

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

IN THE PRESENCE OF:

....

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

ACCEPTED BY THE WITHIN NAMED LESSEE
BRITTANIA-U NIGERIA LIMITED
Acting by:

....

Director **Director/Secretary**

AUTHENTICATED BY THE NIGERIAN UPSTREAM PETROLEUM REGULATORY COMMISSION THIS 1ST **Day of** DECEMBER **2023**

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

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