PETROLEUM AGREEMENT

REGARDING

THE EXPLORATION FOR AND EXPLOITATION OF HYDROCARBONS

BETWEEN

OFFICE NATIONAL DES HYDROCARBURES ET DES MINES
“ONHYM”

ACTING ON BEHALF OF THE STATE

AND

PETCO
“PETCO”

IN THE AREA OF INTEREST NAMED

“………………………………………”
THIS PETROLEUM AGREEMENT IS CONCLUDED

BETWEEN,

The OFFICE NATIONAL DES HYDROCARBURES ET DES MINES a public Moroccan establishment instituted by law n° 33-01 promulgated by dahir n° 1-03-203 on the date of 16 Ramadan 1424 (November 11th, 2003) and implemented by decree n°2-04-372 on the date of 16 Kaada 1425 (December 29th, 2004), whose headquarter is at 5, Moulay Hassan Avenue B.P 99 - RABAT - MOROCCO, fiscal identification n° 330 4 540, Business Activity Tax n° 25112444, Trade Register n° 61 577, (hereinafter called “ONHYM”), acting on behalf of the Kingdom of Morocco (hereinafter called “the STATE”), herein represented by its General Director, Mme. Amina BENKHADRA;

AND,

PETCO, a company incorporated under the laws of the ......................, whose registered office is at ........................., hereinafter called “PETCO”, herein represented by its ........................................, Mr. ;

ONHYM and PETCO will be hereinafter together called “the Parties” or individually the “Party“.
# TABLE OF CONTENTS

PREAMBLE.................................................................................................................................................. 5

## PART I

### SCOPE AND DURATION OF THE PETROLEUM AGREEMENT

**ARTICLE 1** SCOPE OF THE PETROLEUM AGREEMENT ........................................................................ 7
**ARTICLE 2** DURATION AND TERMINATION OF THE PETROLEUM AGREEMENT ............................ 8

## PART II

### EXPLORATION PERMIT(S) AND WORK

**ARTICLE 3** EXPLORATION PERMIT(S) .................................................................................................... 10
**ARTICLE 4** EXPLORATION WORK ........................................................................................................... 11

## PART III

### EXPLOITATION CONCESSION(S)

**ARTICLE 5** HYDROCARBON EXPLOITATION .......................................................................................... 17
**ARTICLE 6** MARKET PRICE .................................................................................................................... 20

## PART IV

### THE PARTIES’ OBLIGATIONS

**ARTICLE 7** APPLICABLE LAW .............................................................................................................. 23
**ARTICLE 8** ADMINISTRATION CONTROL ............................................................................................... 24
**ARTICLE 9** PROFESSIONAL TRAINING .................................................................................................. 25
**ARTICLE 10** SAFETY AND ENVIRONMENT .............................................................................................. 26

## PART V

### FISCAL PROVISIONS

**ARTICLE 11** ANNUAL ROYALTY ............................................................................................................ 28
**ARTICLE 12** CORPORATE INCOME TAX ................................................................................................. 31
**ARTICLE 13** CUSTOMS .......................................................................................................................... 32
**ARTICLE 14** FOREIGN EXCHANGE AND OTHER FISCAL PROVISIONS .............................................. 33
**ARTICLE 15** BONUSES .......................................................................................................................... 33
**ARTICLE 16** STABILITY .......................................................................................................................... 34

## PART VI

### MISCELLANEOUS PROVISIONS

**ARTICLE 17** TRANSFER OF PERCENTAGE INTERESTS .......................................................................... 36
**ARTICLE 18** ASSOCIATION CONTRACT .................................................................................................. 37
**ARTICLE 19** THE OPERATOR ................................................................................................................. 38
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 20</td>
<td>CONFIDENTIALITY</td>
<td>40</td>
</tr>
<tr>
<td>ARTICLE 21</td>
<td>FORCE MAJEURE</td>
<td>42</td>
</tr>
<tr>
<td>ARTICLE 22</td>
<td>ARBITRATION</td>
<td>43</td>
</tr>
<tr>
<td>ARTICLE 23</td>
<td>NOTIFICATION</td>
<td>43</td>
</tr>
<tr>
<td>ARTICLE 24</td>
<td>OTHER PROVISIONS</td>
<td>44</td>
</tr>
<tr>
<td>ARTICLE 25</td>
<td>EFFECTIVE DATE</td>
<td>45</td>
</tr>
<tr>
<td>APPENDIX I</td>
<td>DEFINITIONS</td>
<td>46</td>
</tr>
<tr>
<td>APPENDIX II</td>
<td>MAP AND DESCRIPTION OF THE AREA OF INTEREST</td>
<td>50</td>
</tr>
<tr>
<td>APPENDIX III</td>
<td>LIST OF DELIVERABLES</td>
<td>53</td>
</tr>
</tbody>
</table>
PREAMBLE

Whereas, the Law n°21-90, enacted by Dahir n°1-91-118 of 27 Ramadan 1412 (1st April 1992) as amended by the Law n°27-99, enacted by Dahir n°1- 99 -340 of 9 Kaada 1420 (15th February 2000), hereinafter together called the “Law”, regulates the exploration for and the exploitation of Hydrocarbon deposits in Morocco. The Law is implemented by the Decree n° 2-93-786 of 18 Joumada I 1414 (3rd November 1993), which was amended by the Decree n° 2-99-210 of 9 Hija 1420 (16th March 2000), hereinafter together called the “Decree”. The Law and the Decree are hereinafter together called “the Hydrocarbon Code”;

Whereas, section 5 of the decree n°2-04-372 of 16 Kaada 1425 (29th December 2004) implementing the law n° 33-01 instituting the OFFICE NATIONAL DES HYDROCARBURES ET DES MINES “ONHYM”, which stipulates that ONHYM is empowered to exercise on behalf of the State the duties listed in Section 71 of the Law;

Taking into account the joint willingness of the Parties to undertake and achieve the exploration for and the exploitation of Hydrocarbon deposits within the Area of Interest as specified in Article 3 and described in Appendix II of this Agreement;

NOW THEREFORE, THE FOLLOWING HAS BEEN AGREED UPON AND RESOLVED:
PART I

SCOPE AND DURATION OF THE

PETROLEUM AGREEMENT
ARTICLE 1

SCOPE OF THE PETROLEUM AGREEMENT

The purpose of this Agreement (of which the Appendices form part) is to specify the rights and obligations of the Parties resulting from the Exploration Permit(s) and any Exploitation Concession which might derive there from.

Definitions of various words, terms and phrases used in this Agreement are set forth in Appendix I of this Agreement.
ARTICLE 2

DURATION AND TERMINATION OF THE PETROLEUM AGREEMENT

This Agreement shall become effective in accordance with the provisions set forth in Article 25 and shall terminate in the following instances:

a) If there is no Commercial Discovery of Hydrocarbons during the period of validity of (any of) the Exploration Permit(s) referred to in Article 3,

b) Upon expiration of the last producing Exploitation Concession obtained pursuant to Article 5, or upon final abandonment of the exploitation of all Hydrocarbon deposits therein, occurring prior to the expiration of such Exploitation Concession;

c) If PETCO elects to abandon entirely its Percentage Interest in the Exploration Permit(s) and in the Exploitation Concession(s) in accordance with the Hydrocarbon Code and this Agreement;

d) If the forfeiture of (all of) the Exploration Permit(s) and/or all Exploitation Concessions obtained is pronounced in accordance with the Hydrocarbon Code.
ARTICLE 3

EXPLORATION PERMIT(S)

3.1 a) According to the Hydrocarbon Code, ONHYM and PETCO have filed jointly with the appropriate department of the Ministry of Energy, Mines, Water and Environment the application(s) for the Exploration Permit(s) named “………………….”, more particularly described in Appendix II to this Agreement and which constitute(s) the Area of Interest named “…………………….”.

b) In accordance with the second paragraph of Section 4 of the Law, the Parties agree that their respective Percentage Interests in the Exploration Permit(s) to be granted to them by the Minister in charge of Energy shall be:

<table>
<thead>
<tr>
<th>Company</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>PETCO</td>
<td>75%</td>
</tr>
<tr>
<td>ONHYM</td>
<td>25%</td>
</tr>
</tbody>
</table>

3.2 Each Exploration Permit is specified by its geographical co-ordinates such as shown in Appendix II to this Agreement. The Exploration Permit(s) (together) cover(s) an initial area of approximately ………. Km².

3.3 (Each of) the Exploration Permit(s) shall have an overall duration of eight (8) years comprising:

- (a) an Initial Period of ……. (…) year(s);
- (b) a First Extension Period of ……..(…) year(s);
- (c) a Second Extension Period of ………… (…) year(s); and,
- (d) notwithstanding the terms of this Article 3.3, when Hydrocarbons are discovered during the last year of validity of the Second Extension Period of the Exploration Permit(s), the Parties shall have the right to apply jointly for the exceptional period as mentioned in Section 24 of the Law.

3.4 Applications for the extension of the Exploration Permit(s) along with the reduction in surface areas will be made in accordance with Sections 22 and 24 of the Law, and with Sections 10, 14, 15 and 16 of the Decree.

3.5 The partial or total abandonment of (any of) the Exploration Permit(s) will be effected according to the Hydrocarbon Code.
ARTICLE 4

EXPLORATION WORK

4.1 Exploration Work shall mean all exploration and appraisal studies and operations in order to establish the existence of Hydrocarbons in commercially exploitable quantities, conducted in or in relation to the Area of Interest, either within the Exploration Permit(s) or the Exploitation Concession(s), whether these activities are carried out within or outside Morocco.

Exploration Work includes but is not limited to the following:

- hydrographic, geodesic, meteorological and topographic studies and surveys, if these operations are necessary for the Exploration Work and, in the case of appraisal, operations to determine the limits and the productive capacity of a Hydrocarbon deposit in order to help in making a decision whether or not to develop such Hydrocarbon deposit.
- geological and geophysical studies and surveys.
- studies and surveys aimed at determining the locations of Exploration Wells and Appraisal Wells;
- drilling operations regarding Exploration Wells and Appraisal Wells;
- tests and studies for the evaluation of reservoirs.

4.2 During the validity period of the Exploration Permit(s), PETCO commits to perform the following Minimum Exploration Work Programs and to devote sufficient funding thereto under the conditions and schedule set forth below:

4.2.1 (a) During the Initial Period of ........... (.....) years duration, PETCO commits to carry out the following Minimum Exploration Work Program:

- 1) ................................................
- 2) ................................................

.........The estimated cost of such Minimum Exploration Work Program is ........US Dollars (US $......................).

(b) After having completed the Minimum Exploration Work Program referred to in paragraph (a) above or subject to making the payment required in respect thereof pursuant to Articles 4.2.4 and 4.2.6, PETCO shall notify ONHYM of its intention to abandon all of its interest in the Exploration Permit(s), or of its intention to enter into the First Extension Period.

4.2.2 (a) If PETCO decides, pursuant to Section 15 of the Decree, to enter into the First Extension Period of ......(…) year(s) duration from the end of the Initial Period, PETCO will be committed to carry out the following Minimum Exploration Work Program:

- 1) ................................................
- 2) ................................................
The estimated cost of such Minimum Exploration Work Program is ..........US Dollars (US $..................).

(b) After having completed the Minimum Exploration Work Program referred to in paragraph (a) above, or subject to making the payment required in respect thereof pursuant to Articles 4.2.4 and 4.2.6, PETCO shall notify ONHYM of its intention to abandon all its interest in the Exploration Permit(s), or of its intention to enter into the Second Extension Period.

4.2.3 (a) If PETCO decides, pursuant to Section 15 of the Decree, to enter into the Second Extension Period of .......... (...) year(s) duration from the end of the First Extension Period, PETCO will be committed to carry out the following Minimum Exploration Work Program:

-1) ......................................
-2) ......................................

The estimated cost of such Minimum Exploration Work Program is .................US Dollars (US $.................. )

(b) After having completed the Minimum Exploration Work Program referred to in paragraph (a) above, or subject to making the payment requested in respect thereof pursuant to Articles 4.2.4 and 4.2.6, PETCO shall notify ONHYM of its intention to abandon all of its interest in the Exploration Permit(s).

4.2.4 No later than the date of signature of this Agreement and before the entry into each of the Initial Period, the First Extension Period and the Second Extension Period, as the case may be, the Operator shall arrange for the issuance to ONHYM of an irrevocable and duly documented on first demand Bank Guarantee acceptable to both ONHYM and the Bank providing it, the terms and conditions of which shall be substantially in the form of those given in Appendix IV of the Association Contract in order to secure the completion of the Minimum Exploration Work Programs set out in Articles 4.2.1, 4.2.2 and 4.2.3 as follows:

(a) No later than the date of signature of this Agreement, the Operator shall arrange for the issuance to ONHYM of an irrevocable and duly documented on first demand Bank Guarantee, acceptable to both ONHYM and the Bank providing such Bank Guarantee, the terms and conditions of which shall be substantially in the form of those given in Appendix IV of the Association Contract, for an amount of ................. Dollars (US$......................), in order to guarantee the fulfillment of the Minimum Exploration Work Program set out in Article 4.2.1(a). The effective date of said Bank Guarantee shall only occur upon the award of the Permit(s) in accordance with the Hydrocarbon Code.

If the said Bank Guarantee has not been released during the Initial Period in accordance with Article 4.2.5, or this Article 4.2.4 (a), then the Bank Guarantee shall
expire within a maximum of ninety (90) day delay as from the expiry date of the Initial Period in accordance with the terms and conditions of this Agreement.

Notwithstanding the preceding, the amount of the Bank Guarantee will be released upon notification by ONHYM to the Bank providing such Bank Guarantee, through a duly documented guarantee release, following the remittance to ONHYM by the Operator of the appropriate Deliverables as described in Appendix III to this Agreement.

(b) In the event that PETCO decides to enter into the First Extension Period pursuant to Article 4.2.2 then, at the latest on the filing of the application to enter into the First Extension Period, the Operator shall arrange for the issuance to ONHYM of an irrevocable and duly documented on first demand Bank Guarantee, acceptable to both ONHYM and the Bank providing such Bank Guarantee, the terms and conditions of which shall be substantially in the form of those given in Appendix IV of the Association Contract, for an amount of ............... Dollars (US$...............), in order to guarantee the fulfillment of the Minimum Exploration Work Program set out in Article 4.2.2(a).

The effective date of said Bank Guarantee shall only occur upon the date of commencement of the First Extension Period in accordance with the Hydrocarbon Code. If the said Bank Guarantee has not been released during the First Extension Period in accordance with Article 4.2.5, or this Article 4.2.4 (b), then the Bank Guarantee shall expire within ninety (90) days delay as from the expiry date of the First Extension Period in accordance with the terms and conditions of this Agreement.

Notwithstanding the preceding, the amount of the Bank Guarantee will be released upon notification by ONHYM to the Bank providing such Bank Guarantee, through a duly documented guarantee release, following the remittance to ONHYM by the Operator of the appropriate Deliverables as described in Appendix III to this Agreement.

(c) In the event that PETCO decides to enter into the Second Extension Period pursuant to Article 4.2.3, then, at the latest on the filing of the application to enter into the Second Extension Period, the Operator shall arrange for the issuance to ONHYM of an irrevocable and duly documented on first demand Bank Guarantee, acceptable to both ONHYM and the Bank providing such Bank Guarantee, the terms and conditions of which shall be substantially in the form of those given in Appendix IV of the Association Contract, for an amount of ............... Dollars (US$...............), in order to guarantee the fulfillment of the Minimum Exploration Work Program set out in Article 4.2.3 (a).

The effective date of said Bank Guarantee shall only occur upon the date of commencement of the Second Extension Period in accordance with the Hydrocarbon Code. If the said Bank Guarantee has not been released during the Second Extension Period in accordance with Article 4.2.5, or this Article 4.2.4 (c), then the Bank Guarantee shall expire within a maximum of ninety (90) days delay as from the expiry
date of the Second Extension Period in accordance with the terms and conditions of this Agreement.

Notwithstanding the preceding, the amount of the Bank Guarantee will be released upon notification by ONHYM to the Bank providing such Bank Guarantee, through a duly documented guarantee release, following the remittance to ONHYM by the Operator of the appropriate Deliverables as described in Appendix III to this Agreement.

4.2.5 The Operator shall notify ONHYM when the Exploration Work in a Minimum Exploration Work Program for an Exploration Period has been completed and, after remittance of the appropriate Deliverables as listed in Attachment III to this Agreement, ONHYM shall, if the Bank Guarantee is due to be released pursuant to Article 4.2.4, within fifteen (15) days of such notice from the Operator, give a notification to the Bank to release the Bank Guarantee or notify PETCO that it disagrees that such Minimum Exploration Work Program has been completed. The Bank Guarantee shall be released at the relevant expiry date specified in Article 4.2.4, unless a payment is due under Article 4.2.6, in which case the Bank Guarantee will be released when such payment is made.

Except as exempted by one or more of the reasons given in Article 4.2.6, if the Operator does not perform or complete the works which are subject to each applicable Bank Guarantee, ONHYM shall call the Bank Guarantee in conformity with the terms and conditions set out in Clause 7 of the Association Contract.

4.2.6 It is the intention of the Parties that the Exploration Work set out in the Minimum Exploration Work Programs shall be carried out by PETCO as a minimum commitment. However, if for any reason other than a Force Majeure case, as more particularly described in Article 21, PETCO has not completed the Minimum Exploration Work Program for a particular Exploration Period to which it is committed under Articles 4.2.1, 4.2.2 or 4.2.3, then PETCO shall pay a penalty equal to the estimated cost of the Minimum Exploration Work Program set out in the relevant Article.

It is understood between the Parties that, in case ONHYM has called on the Bank Guarantee in accordance with Article 4.2.5, the amount of such Bank Guarantee, if already paid to ONHYM, will be deducted from the total amount of the penalty due to be paid according to the first paragraph of this Article 4.2.6. If the amount of the Bank Guarantee is not paid to ONHYM, the amount of the penalty will be equal to the estimated cost of the Minimum Exploration Work Program set out in the relevant Article. For the avoidance of doubt, PETCO shall not be required to pay a total penalty amount under this Article 4.2.6 in excess of the estimated cost of the Minimum Exploration Work Program given in either Article 4.2.1, Article 4.2.2 or Article 4.2.3 whichever the case may be.

4.2.7 It is understood and expressly agreed, notwithstanding the above, that it is the performance of the Minimum Exploration Work Program and not the expenditures associated with the estimated cost thereof which shall determine PETCO’s compliance with this Agreement.
4.2.8 Notwithstanding the provisions of Article 3.1, all costs incurred in carrying out Exploration Work shall be decided upon and borne entirely by PETCO, without any obligation for ONHYM to provide any reimbursement.

4.2.9 Furthermore, ONHYM has the right to audit expenditures relating to Exploration Works incurred by PETCO during the Initial Period and any Extension Periods in accordance with the accounting principles set out in the Association Contract.
PART III

EXPLOITATION CONCESSION(S)
ARTICLE 5

HYDROCARBON EXPLOITATION

5.1 In accordance with the provisions of Section 27 of the Law, the discovery of a commercially exploitable Hydrocarbon deposit shall give the Parties the right to obtain, at their request, an Exploitation Concession covering all of the area of said deposit. The maximum duration of the Exploitation Concession shall be twenty-five (25) years. However, one single exceptional extension, not to exceed ten (10) years, may be granted, upon joint application by the Parties if the rational and economic exploitation of the deposit so justifies; ONHYM and PETCO shall jointly apply the procedure to obtain the aforementioned exceptional extension.

5.2 Subject to any assignment in accordance with Article 17, the indivisible Percentage Interest of the Parties in each of the Exploitation Concession(s) shall be:

<table>
<thead>
<tr>
<th>Party</th>
<th>Percentage Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>PETCO</td>
<td>75%</td>
</tr>
<tr>
<td>ONHYM</td>
<td>25%</td>
</tr>
</tbody>
</table>

5.3 Expenses for Development and Exploitation Work in respect of a Hydrocarbons deposit, incurred after the declaration made in accordance with the provisions of the Hydrocarbon Code and the Association Contract that such deposit contains commercially exploitable quantities, shall be funded by the Parties in proportion to their respective Percentage Interests. However ONHYM shall not be required to commence the payment of its share of such expenses until the effective date of the relevant Exploitation Concession.

5.4 The Parties, each being the sole owner at the point of production of their respective Percentage Interest shares in the Hydrocarbons produced from the Exploitation Concession(s), shall each have the right to take, dispose of and separately sell their share of Available Crude Oil and Available Natural Gas.

In accordance with Section 41 of the Law, PETCO must, before contemplating export of its share of production of Available Crude Oil, contribute to the needs of the local market of Morocco. The price of the sold Available Crude Oil in the domestic market shall be the Market Price as determined pursuant to Article 6. The portion so required to be sold by PETCO in any calendar year shall not (unless otherwise agreed between the Parties) exceed the lesser of the quantities determined according to the following ratio: either ........ percent (....%) of PETCO’s share of Available Crude Oil or PETCO’s share of the domestic market deficit as measured by the ratio of PETCO’s share of Available Crude Oil to the total production of Crude Oil under all petroleum agreements concluded in Morocco.

5.5 In the case of Natural Gas, the Parties will use their best endeavors to find domestic and foreign markets for such Natural Gas.
If the Parties agree that the quantity of Natural Gas discovered requires the construction of export facilities, in addition to domestic market facilities, the Parties shall determine, after having informed the STATE, respective quantities to be reserved for the domestic market and for export customers having entered into long-term contracts. When and if needed, ONHYM shall use its best endeavors to assist PETCO to obtain all necessary licenses and authorisations in accordance with Moroccan applicable laws and regulations for the construction of such facilities.
ARTICLE 6

MARKET PRICE

6.1 The Market Price in Dollars as determined in accordance with this Article 6 shall be used for the calculation of the royalty in cash and of the corporate tax pursuant to Section 46 of the Law.

6.2 The Market Price for Crude Oil shall be determined each Quarter for each of the Parties, as follows:

(a) Except in the case of sales of Crude Oil which do not meet the conditions set out below in Article 6.2 (b) or which are excluded by Article 6.5, the Market Price shall be the actual price received by the Party in question for sales of Crude Oil in the relevant period. Market Price shall be determined separately for each type of Crude Oil or Crude Oil blend and for each place of loading.

Such actual prices shall be adjusted to the price per Barrel, F.O.B. place of loading in Morocco.

(b) Actual prices shall only be used if they are obtained from customers who generally purchase on a regular basis pursuant to purchase contracts contemplating liftings over a period of at least ninety (90) days or from spot sales under arms length transactions, including contracts notified under Article 6.2 (c).

(c) If Crude Oil is to be sold by a Party under a long term contract with its Affiliate at a price based on the published prices of Crude Oil on the international market, adjusted in particular to account for differences in quality and transport, then such Party shall submit a copy of the contract to the appropriate department of the STATE.

6.3 If, during a given Quarter, a Party has made Crude Oil sales that do not fall under Article 6.2, the price to be applied to such sales shall be the Market Price per barrel determined in accordance with Article 6.2 for the sales of said Party.

6.4 If there are no sales of Crude Oil within a Quarter by a Party which fall within Article 6.2, then the Market Price for the Party concerned will be determined by agreement between the appropriate departments of the STATE and such Party.

Such Market Price shall be based upon weighted average sales prices in Dollars in the past preceding Quarter of a basket of leading types of Crude Oils produced in major Crude Oil producing countries in the Arabian-Persian Gulf, Mediterranean, or in Africa, which are quoted and regularly sold on the open market. The composition and weighting of the said basket shall be agreed between the STATE and the Party(ies) concerned, and may be adjusted to reflect the individual characteristics of the particular Crude Oil or Crude Oil blend produced, taking into consideration positive or negative adjustments generally applied in the international petroleum industry (corrections for quality, transportation, etc.). The
intent of this provision is to determine the Market Price in foreign currency that is obtainable generally in arms-length transactions, on the open market from customers regularly purchasing on competitive commercial terms.

In determining the Market Price pursuant to this Article 6.4, the STATE and the Party(ies) shall consider all available relevant data, including the weighted average actual prices, F.O.B. (INCOTERMS 2000 by the International Chamber of Commerce – I.C.C and its future updates), exclusive of any marketing fee, of Crude Oil produced under this Agreement, of any export sales by the Parties or by their Affiliates to third parties that are non-Affiliates.

6.5 Prices of the following types of sales shall not be considered in fixing Market Price:
   (i) Sales, whether direct or indirect, through brokers or otherwise, by any Party to any Affiliate of such Party, unless such sales are under a contract submitted to the STATE under Article 6.2(c) (except where the STATE has notified the Party, giving its reasons, within sixty (60) days of submission, that it is not satisfied with the terms of such contract submitted under Article 6.2(c), because it does not agree on the Fair Value of the price for such contract).
   (ii) Sales involving a quid pro quo other than payment in a foreign currency or motivated in whole or in part by considerations other than the usual economic incentives for arms-length Crude Oil sales, for example, sales influenced by or involving special dealings, relations between governments or barter transactions.

6.6 If the STATE and the relevant Party fail to agree under Article 6.4 on Market Price for any Crude Oil for any Quarter by at least fifteen (15) days after the end of that Quarter, either of them, with notice to the other, may submit, for determination by a single arbitrator designated by the International Center of Technical Expertise of the International Chamber of Commerce (I.C.C.), the question, what single price per Barrel, in the arbitrator’s judgment, performed under I.C.C. rules and procedures, best represents the Market Price of that Crude Oil for the pertinent Quarter.

   If the STATE does notify a Party that it is not satisfied that the price under a contract submitted under Article 6.2(c) is Fair Value, the question of whether the price under the contract is Fair Value may be submitted for arbitration on the same basis as set out in the above paragraph.

   The arbitrator’s decision shall be final and binding on the STATE and the Parties. For the purpose of arbitration under this Article 6.6, the provisions of Articles 22.4 to 22.7 inclusive shall apply.

6.7 Market Price for Natural Gas shall be determined by applying, when applicable, the same general principles as those enumerated above for the determination of the Market Price of Crude Oil, in respect of export sales of Natural Gas. In the case of domestic sales, the Market Price shall be the price received.

6.8 The Parties agree that for the determination of royalties payable pursuant to Article 11, the Market Price fixed according to the above provisions shall be adjusted by the deduction of
all processing and transportation costs as well as sales costs incurred to deliver such Hydrocarbons to the purchaser.
PART IV

THE PARTIES’ OBLIGATIONS
ARTICLE 7

APPLICABLE LAW

7.1 Exploration Work and Development and Exploitation Work in the Area of Interest shall be performed in conformity with the provisions of this Agreement, executed according to the Hydrocarbon Code, and with the laws and regulations of Morocco in force on the date of signature.

7.2 This Agreement shall be governed and interpreted in conformity with Moroccan Law in accordance with Section 33 of the Law.
ARTICLE 8

ADMINISTRATION CONTROL

The Parties, in accordance with the provisions of the Hydrocarbon Code, are bound by the provisions relating to the administrative control for the activities relating to Hydrocarbons Exploration, Development and Exploitation Works.
ARTICLE 9

PROFESSIONAL TRAINING

9.1 PETCO shall contribute to the training of national executives and technicians of the oil industry up to ................. US Dollars (US $ .........) for each twelve (12) Month period during the entire duration of this Agreement. The annual contribution to training shall be increased by ................. US Dollars (US $ ..........) each time an Exploitation Concession is granted. The training programs and the method and schedule of payment of these contributions shall be established by agreement between the Parties, and shall include the costs of all training organized by PETCO on behalf of the national executives and technicians of the oil industry.

If PETCO is going to retire from this Agreement, PETCO must complete any training program already in progress and shall not be required to contribute to training programs other than that already in progress. Moreover, it is agreed that any cumulative outstanding amounts of the annual training budgets will be paid by PETCO to ONHYM in accordance with and on written request from ONHYM. For the avoidance of doubt, PETCO, after payment to ONHYM of the cumulative outstanding amounts, if any, for the period up to and including the year in which PETCO withdraws or retires from the Agreement, shall have no further liability under this Article 9.1.

9.2 Pursuant to Article 47 of the Law, all training expenses incurred by PETCO in accordance with Article 9.1 of this Agreement shall be considered as costs of exploration or exploitation in relation to the Exploration Permit(s) or Exploitation Concession(s), as the case may be.
ARTICLE 10

SAFETY AND ENVIRONMENT

10.1 The Parties shall conduct all Exploration Works and the Development and Exploitation Works according to the rules relating to safety and the protection of the environment in conformity with Section 38 of the Law as well as Sections 32 and 33 of the Decree.

10.2 ONHYM expressly acknowledges that PETCO shall not be responsible for past or ongoing issues or environmental conditions which relate to activities that took place in the Area of Interest prior to the Effective Date of this Petroleum Agreement, for the clean-up or remediation of any such pre-existing conditions as of the Effective Date; and for the maintenance, plugging and abandonment of any wells drilled prior to the Effective Date nor other facilities existing in the Area of Interest on the Effective Date except in the event PETCO re-enters any such well or uses such other facilities.

10.3 PETCO shall only be responsible for damage caused to the environment arising from the execution of exploration, development and exploitation activities in the Area of Interest. The repair costs relating to environmental damage due to performance of Exploration Works shall be borne by PETCO. The repair costs relating to environmental damage due to performance of Development and Exploitation Works shall be borne by the Parties pro-rata to their respective interest.
PART V

FISCAL PROVISIONS
ARTICLE 11

ANNUAL ROYALTY

11.1 Each of the Parties shall pay the STATE an annual royalty on the value of its Percentage Interest of the Available Crude Oil and Available Natural Gas produced from each Exploitation Concession at the following rates:

(a) Exploitation Concession located onshore or offshore at a water depth less than or equal to 200 meters

Crude Oil
The production of the first 300,000 tons from an Exploitation Concession is exempt from the payment of royalty. Any production in excess of 300,000 tons from an Exploitation Concession shall be subject to royalty at the rate of ten percent (10%).

Natural Gas
The production of the first 300 million cubic meters from an Exploitation Concession is exempt from the payment of royalty. Any production in excess of 300 million cubic meters from an Exploitation Concession shall be subject to royalty at the rate of five percent (5%).

(b) Exploitation Concession located offshore at a water depth of more than 200 meters

Crude Oil
The production of the first 500,000 tons from an Exploitation Concession is exempt from the payment of royalty. Any production in excess of 500,000 tons from an Exploitation Concession shall be subject to royalty at the rate of seven percent (7%).

Natural Gas
The production of the first 500 million cubic meters from an Exploitation Concession is exempt from the payment of royalty. Any production in excess of 500 million cubic meters from an Exploitation Concession shall be subject to royalty at the rate of three-and-a-half percent (3.5%).

11.2 Payment of the annual royalty shall be made by the Parties as follows:

11.2.1 In respect of Natural Gas produced from any Exploitation Concession, royalty shall be paid to the STATE in cash, unless the STATE decides one year in advance, by so notifying each of the Parties, to be paid in kind, in the point of production, for such Exploitation Concession.

In the case of Crude Oil, the STATE reserves the right to be paid royalties in cash or in kind in the point of production. Any decision by the STATE to modify its choice of payment in respect
of Crude Oil must be communicated to each of the Parties in writing at least six (6) Months prior to the effective date of such a change.

11.2.2 In respect of any royalties to be paid to the STATE in cash, on or before 31st of July and 31st of January of each calendar year, each of the Parties shall pay the STATE on account of the annual royalty for the six Month periods ending 30th June and 31st December of the calendar year in question, in respect of the sales of Available Crude Oil or Available Natural Gas produced from each of the Exploitation Concession(s) during such six Month period.

The amount of such payments shall be estimated by each of the Parties by utilizing the appropriate Market Prices for royalty calculations for Crude Oil and/or Natural Gas in effect during the Quarters to which such payment relates as determined pursuant to Article 6.

11.2.3 Within ninety (90) days following the end of each calendar year, each of the Parties shall submit to the STATE the final annual royalty declaration. In the case of payment of royalty in cash, the Parties shall then settle the difference between the actual amounts due and the sum of the estimated payments made for the calendar year in question.

If the sum of the estimated payments made is greater than the final amount due, the difference shall be carried forward as a credit to the annual royalty for the next calendar year, and shall be deducted from the next payment(s) to be made.
ARTICLE 12

CORPORATE INCOME TAX

12.1. In accordance with article 5 of the code général des impôts instituted by finance law n° 43-06 for the 2007 financial year, promulgated by dahir n° 1-06-232 of 10 Hijja 1427 (31\textsuperscript{st} December 2006), as amended and completed (“Code Général des Impôts”), each of the Parties shall calculate and pay the STATE the corporate income tax, utilizing the Market Prices determined pursuant to Article 6.

12.2. In accordance with article 6-II-B-2\textsuperscript{e} of Code Général des Impôts, each of the Parties shall benefit of a total exemption from corporate income tax for a ten (10) consecutive year-period for each Exploitation Concession starting from the date of commencement of regular production from such Exploitation Concession.
ARTICLE 13

CUSTOMS

Each of the Parties, their contractors and sub-contractors shall benefit from the customs regime specified in Sections 50, 51 and 52 of the Law.
ARTICLE 14

FOREIGN EXCHANGE AND OTHER FISCAL PROVISIONS

14.1 In accordance with article 6-I-C-1 of Code Général des Impôts, and with provisions of Sections 54 to 58 and 60 of the Law, each of the Parties, when applicable, shall benefit from measures relating to the foreign exchange regime and the withholding tax on proceeds from shares, capital rights and similar revenues.

14.2 In accordance with section 6-I-A-31° of the law n°47-06 dated 30 November 2007 relating to local taxation, each of the Parties shall benefit from a total exemption of business activity tax, and in accordance with section 41-3° of the law n°47-06, the Parties shall be exempted from the unbuilt urban areas tax.

14.3 In accordance with the provisions of articles 92-I-40° and 123-41° of the Code Général des Impôts, each of the Parties, their contractors and sub-contractors shall benefit from exemption from value-added tax on goods and services acquired in the domestic market or imported from abroad.

14.4 Withholding tax will apply to payments for services provided by all foreign companies in accordance with the provisions of the articles 4-III, 15, 19-IV-B and 160 of the Code Général des Impôts, and in accordance with any double taxation treaties applicable to such foreign company.

14.5 PETCO shall pay the application fees for the institution and extensions of the Exploration Permit(s).

14.6 Each of the Parties shall pay its proportional share of the annual surface rental of one thousand Dirham (1,000 DH) per square kilometers on all Exploitation Concession(s).
ARTICLE 15

BONUSES

15.1  PETCO agrees to pay the STATE, when a deposit of Hydrocarbons in the Area of Interest in which it has a Percentage Interest is declared pursuant to the Association Contract to contain commercially exploitable quantities, a discovery Bonus of an amount of ................. US Dollars (US $................). This payment has to be made within thirty (30) days of the official granting of the Exploitation Concession.

15.2  In addition, starting from the date the total production of Crude Oil or Barrels equivalent Crude Oil, from all Exploitation Concessions in the Area of Interest in which PETCO has a Percentage Interest has reached and been maintained during a period of thirty (30) consecutive days at the daily production levels listed below, PETCO shall pay the STATE the corresponding bonuses payable within thirty (30) days of the end of the Month in which the aggregate levels of production have first been so maintained:

       ........ BOPD/BOE per day       US Dollars (US$..................)
       ........ BOPD/BOE per day       US Dollars (US$..................)
       ........ BOPD/BOE per day       US Dollars (US$..................)

It is understood that the Bonuses specified in Article 15.2 will be a one time, lump sum payment for each level of production when such level of production is reached.

These Bonus payments established in Articles 15.1 and 15.2 above shall be deemed development costs and shall be deductible for the calculation of PETCO’s taxable profits.
ARTICLE 16

STABILITY

16.1 The economic terms and conditions which will apply to PETCO for the activities to be conducted by PETCO under this Petroleum Agreement and throughout its period of validity, have been agreed after negotiations in good faith on the basis of the legislation in force in Morocco on the date of signature.

16.2 In the event that a change in Regulations has a significant adverse effect on the economic benefits that PETCO would have received if such change had not been made, the terms of this Agreement will be as soon as possible adjusted in order to compensate PETCO for such adverse effect.

ONHYM shall use every effort with the STATE to preserve or re-establish in favor of PETCO the economic terms and conditions prevailing at the time of signature. If despite the efforts of ONHYM, this should not prove to be possible, PETCO shall notify in writing to ONHYM a proposal for the necessary changes to be made to the terms of this Agreement in order to compensate for such adverse effect, and the Parties shall endeavor to agree on such changes to the terms hereof.

If the Parties fail to agree on such changes within a term of sixty (60) days from the date on which PETCO deliver a notice on this regard to ONHYM, the matter may be referred to Arbitration under Article 22.
PART VI

MISCELLANEOUS PROVISIONS
ARTICLE 17

TRANSFER OF PERCENTAGE INTERESTS

17.1 PETCO shall be entitled to transfer all or part of its Percentage Interest in the Exploration Permit(s), in accordance with the provisions of the Hydrocarbon Code, and subject to the provisions of the Association Contract. Any transfer of PETCO’s Percentage Interest in the Exploration Permit(s) during the validity of an Exploration Period, may not be made without the prior written authorization of the Minister in charge of Energy.

If such a transfer takes place, the Parties shall enter into an amendment to this Agreement to define the new Percentage Interests and the corresponding commitments.

17.2 Any Party shall be entitled at any time to transfer all or part of its Percentage Interest in any Exploitation Concession, independently from the other Exploitation Concession(s) in accordance with the provisions of the Hydrocarbon Code and subject to the provisions of the Association Contract. If such a transfer takes place, the Parties shall enter into an amendment to this Agreement to recognize the new Percentage Interests and the corresponding commitments.

17.3 The transferee of any such Percentage Interest shall become a Private Party upon the completion of the transfer of the Percentage Interest to it in accordance with the provisions of the Hydrocarbon Code and the provisions of the Association Contract. The Private Party(ies) shall be jointly and severally responsible for the obligations of PETCO set out in this Agreement.
ARTICLE 18

ASSOCIATION CONTRACT

18.1 Simultaneously with the signing of this Petroleum Agreement, ONHYM and PETCO shall sign an Association Contract in order to:

18.1.1 Establish the appropriate procedures to enable the Parties to perform jointly successful Exploration Works and Development and Exploitation Works as specified in this Agreement relating to the Area of Interest;

18.1.2 Establish the necessary procedures to secure an orderly conduct of joint operations and to govern relations between the Parties; and,

18.1.3 Define and set forth the rights and obligations of each of the Parties.
ARTICLE 19

THE OPERATOR

19.1 PETCO is hereby designated as Operator for the conduct all the operations and activities in respect of the Exploration Permit(s) and the Exploitation Concession(s) which will derive from the said Exploration Permit(s), until the creation of a Joint Operating Company in accordance with the provisions of the Association Contract or until such time as it ceases to be Operator in accordance with the provisions of the Association Contract.

19.2 The rights and duties of the Operator are detailed in the Association Contract. The Operator shall unless otherwise agreed by the Parties or provided herein, give notice on behalf of the Parties to the STATE under this Agreement and represent the Parties in discussions with the STATE or any other Moroccan authorities, in accordance with the provisions of the Association Contract.
ARTICLE 20

CONFIDENTIALITY

20.1 Each of the Parties undertakes to treat as confidential the terms of this Agreement, and information gathered by it as a result of the operations under this Agreement ("Confidential Information"), and shall not divulge Confidential Information to a person who is not a Party. Provided that a Party may divulge Confidential Information in the following cases:

a) to the Ministry in charge of Energy;

b) to any other governmental entity as required by the Agreement;

c) to the extent such data and Confidential Information is required to be furnished to comply with any applicable law or regulation, or any legal proceedings, or by virtue of any court order binding upon a Party;

d) to an Affiliate, provided such Affiliate maintains confidentiality as provided in this Article;

e) to its respective employees for the purposes of conducting Joint Operations, subject to each Party taking customary precautions to ensure data and Confidential Information is kept confidential;

f) to co-contractors, contractors, consultants or legal counsels employed or potentially to be employed by a Party in relation to the operations described in this Agreement, where such disclosure is required for the effective performance of the co-contractors, contractors, consultants or legal counsel's duties;

g) to a bank or any other financial institution or to an insurance company, when such disclosure is necessary to obtain a loan or an insurance policy;

h) to a bona fide prospective transferee of the whole or part of a Percentage Interest of a Party (including an entity with which such Party or its Affiliates is conducting bona fide negotiations directed toward a merger, consolidation or the sale of a majority of the shares in such Party or in an Affiliate);

i) to the extent Confidential Information must be disclosed by the Party for the purpose of complying with laws, regulations and requirements of any government or stock exchange having jurisdiction over such Party, or its Affiliates;

j) any data or Confidential Information which had become public knowledge without any fault from a Party; or

k) any data or Confidential Information which Parties have agreed to release in the public domain.
Any disclosure pursuant to Articles 20.1 (f), (g) and (h) shall not be made unless prior to such disclosure the disclosing Party has obtained a written undertaking from the recipient to keep the data and Confidential Information strictly confidential for a period of three (3) years after the termination of this Agreement.

20.2 Remaining undertakings

Any Party, which ceases to be a Party to this Agreement, will nevertheless remain bound by the obligation of confidentiality stated in the Article 20.1 and any disputes will be settled according to Article 22.

20.3 Data transfer

Notwithstanding the foregoing provisions of this Article 20, the Operator will be entitled to proceed with any data transfer, including the data on wells, for the benefit of the Parties, being specified that such data must be circulated to every Party which have contributed to the cost of such transferred data. The Operator will ensure that third parties involved in these transfers sign a non-disclosure commitment for the transferred data.

20.3 PETCO shall inform ONHYM before sending any press release or answers to any information demanded or requested by any stock exchange regulation relating to this Agreement. ONHYM will respond not later than two (2) working days after the date of receipt by ONHYM from PETCO of such press release or answer.
ARTICLE 21

FORCE MAJEURE

21.1 Any failure or delay by one of the Parties in the performance of any of its obligations under this Agreement, with the exception of obligations in respect of the payment of any amount due hereunder, shall be excused to the extent that it is attributable to an event of Force Majeure. For the purposes of this Agreement, an event of Force Majeure shall mean any event which is unforeseen, insurmountable or beyond the reasonable control of the Party affected, and which the Party affected cannot prevent or overcome by exercising due diligence in accordance with oil industry standards.

21.2 The Party whose ability to perform its obligations is affected by an event of Force Majeure, shall advise the other Parties thereof in writing as soon as possible. Each of the Parties shall take all steps that are reasonably within their power to ensure that the event of Force Majeure is overcome as soon as possible.

21.3 As soon as practicable, once the period of an event of Force Majeure ceases, operations affected by an event of Force Majeure shall recommence.

21.4 If as a result of an event of Force Majeure, the operations are delayed, curtailed or prevented for a period of time, then the time for carrying out the affected operations will be extended by a period equal to the period of an event of Force Majeure. In addition the period of validity of the Exploration Permit and/or Exploitation Concession(s) shall be extended by a period equal to the period of an event of Force Majeure.

21.5 Without prejudice to the foregoing, the Parties further agree that if, upon execution by the Operator of the drilling of any exploration well under this Petroleum Agreement, technical difficulties such as encountering impenetrable substances or strata or unsafe conditions arise, which the Operator is not able to overcome using good and prudent oil field practices in accordance with international oil field standards, said events shall be deemed as Force Majeure events for the purpose of this Agreement. In the event of Force Majeure arising in accordance with this Article 21, then Operator shall propose to the Management Committee that an event of Force Majeure has so arisen, and which matter shall be deemed to be an Urgent Operational Matter, to be voted on within twenty four (24) hours. If the Management Committee votes to approve the Operator’s proposal, then it may cease operations.
ARTICLE 22

ARBITRATION

22.1 If any dispute arises out of or in connection with this Agreement, the Parties shall use all reasonable endeavors to amicably reach an equitable settlement. If an amicable settlement cannot be reached within sixty (60) days from the time one Party delivers a notice to the other Party, such dispute shall be settled by arbitration as provided below.

22.2 With the exception of any disputes with regard to the determination of Market Price, which shall be settled in conformity with Article 6, all disputes arising out of or in connection with this Agreement, which have not been amicably resolved as proved in Article 22.1, shall be definitively settled by arbitration before the International Centre for the Settlement of Investment Disputes (ICSID). If, for whatever reason, the dispute does not fall within the jurisdiction of ICSID, it shall then be submitted to arbitration under the rules for conciliation and arbitration of the International Chamber of Commerce (ICC).

22.3 The arbitration tribunal shall be composed of three (3) arbitrators, one appointed by each Party and the third arbitrator, who shall be president of the arbitral tribunal, appointed by agreement between the first two arbitrators. If there shall be any default in appointing an arbitrator, such arbitrator shall be appointed on the application of any Party by the President of the Administrative Council of ICSID (or, if the arbitration is being conducted under the ICC rules, by the President of the ICC Arbitration Court). The arbitration tribunal shall apply Moroccan Law.

22.4 Any arbitration proceeding shall take place in Paris (France) and shall be conducted in the French language.

22.5 It is agreed that recourse to arbitration shall be made directly by one Party by notice to ICSID (or ICC) with a copy to the other Party(ies). The Parties expressly agree that the arbitration award shall be final and binding and that it may be recognised or enforced by any court of competent jurisdiction, in accordance with Article 54 of the ICSID Convention or the ICC Rules as the case may be.

22.6 The Parties commit irrevocably to apply any decision given by an arbitral tribunal constituted according to the provisions of this Agreement.

22.7 Each Party shall bear all costs and expenses incurred relating to the arbitration but the costs of the arbitration tribunal shall be borne by the Party against whom the ruling is made.
ARTICLE 23

NOTIFICATION

All notices which must or may be given in accordance with the Hydrocarbon Code and with this Agreement, shall be in writing and may be delivered by hand or notified by electronic mail, or fax, at sender’s option and expense, and (unless delivered by hand or acknowledged or otherwise agreed by the receiving Party) shall be confirmed by registered letter with acknowledgement of receipt and shall become effective once received by the first of these means of transmission:

These notices shall be addressed as follows:

To: The STATE
Address: Ministry in charge of Energy,
B.P. 6208 - Rabat Instituts
Haut Agdal, Rabat – MAROC
Attention: Minister in charge of Energy
Fax: (212) 05 37 77 47 32

To: ONHYM
Address: Office National des Hydrocarbures et des Mines
5 Avenue Moulay Hassan
B.P. 99 - RABAT - MAROC
Attention: Le Directeur General
E-mail: benkhadra@onhym.com
Fax: (212) 05 37 28 16 26 / 05 37 79 44 75

To: PETCO
Address:
Attention:
E-mail:
Fax

For the purposes of this Agreement, any Party may change its notification address by notice in writing to the other Party(ies), provided that notices to the old address shall continue to be validly served for a period of ten (10) days following notification of such change.
ARTICLE 24

OTHER PROVISIONS

24.1 All notices and any applications to and correspondence with the STATE which may have to be given in accordance with the Hydrocarbon Code and this Agreement will be in the French language, while technical data and documents may be established in the French language or the English language.

24.2 If any Party does not require performance of any of the provisions of this Agreement or exercise its rights and privileges arising out of the Hydrocarbon Code and/or of this Agreement, this shall not be deemed a waiver of any such provisions, rights and privileges. Any express waiver shall not be deemed to be a waiver in respect of any future exercise of such provisions, rights and privileges.

24.3 The Parties’ respective successors and all their assignees shall be bound by and benefit from this Agreement.

24.4 This Agreement is signed in French and English versions. In case of any difference of interpretation, the French version shall prevail.

24.5 No provision of this Agreement may be amended or modified except by mutual agreement in writing and signed by the Parties. Such amendments or modifications shall not become effective until they have been approved by a joint order issued in accordance with the Hydrocarbon Code.

24.6 Where this Agreement is silent in respect of any given situation, the provisions of the Hydrocarbon Code shall apply.
ARTICLE 25

EFFECTIVE DATE

25.1 As stipulated in Section 34 of the Law and Section 60 of the Decree, this Petroleum Agreement shall be approved by a joint order issued by the Minister in charge of Energy and the Minister in charge of Finance.

25.2 This Agreement will become effective on the date of the signature of the aforesaid joint order (the "Effective Date") and will remain in force until its termination in accordance with the provisions of Article 2.

IN WITNESS WHEREOF, THIS AGREEMENT IS EXECUTED IN ....... (…) ORIGINAL COPIES IN THE FRENCH LANGUAGE AND ............. (…) ORIGINAL COPIES IN THE ENGLISH LANGUAGE.

IN RABAT ON THIS DAY OF

OFFICE NATIONAL DES HYDROCARBURES ET DES MINES,
ACTING ON BEHALF OF THE KINGDOM OF MOROCCO

BY : MME AMINA BENKHADRA

TITLE : GENERAL DIRECTOR

PETCO

BY :

TITLE :
APPENDIX I

DEFINITIONS

The corresponding definitions set forth in the Law are hereby adopted and incorporated by reference herein, and accordingly shall apply for all purposes hereof.

The following words, terms and phrases shall have the meaning ascribed thereto below and accordingly shall apply for all purposes hereof, whenever any of the following words and expressions (words importing gender include all genders) are used in this Petroleum Agreement with an initial capital letter:

1) “Affiliate” means:
   (i) in relation to PETCO, any company (other than PETCO) which is for the time being directly or indirectly controlled by PETCO.
   (ii) in relation to any Party other than PETCO;
      (a) any company or entity controlled by such Party;
      (b) any company or entity which controls such Party;
      (c) any company or entity which is controlled by another company or entity which controls such Party.
   “Control” shall mean the ownership, (whether such ownership is direct or indirect through a series of companies or entities) by one or more companies or entities of at least fifty percent (50 %):
   (a) of the voting stock of another company or entity which is issuing voting stock;
   or
   (b) of the rights to decide the appointment of managers of another entity which is not issuing voting stock.

   In the case of ONHYM, this definition shall include the STATE and any entity controlled by the STATE.

2) “Appraisal Well” means any well whose purpose at the time of commencement of drilling such well is the determination of the extent, volume or productivity of a discovery of Hydrocarbons.

3) “Area of Interest” means the Area of Interest more particularly described in Appendix II of the Petroleum Agreement or the portion of such Area that remains subject to this Agreement

4) “Article” means an article of this Agreement unless otherwise indicated.

5) “Association Contract” means the document referred to in Article 18.1.

6) “Available Crude Oil” means, for each Exploitation Concession, the Crude Oil produced
after deduction of the Crude Oil used in carrying out Development and Exploitation Work and Exploration Work.

7) “Available Natural Gas” means, for each Exploitation Concession, Natural Gas produced, whether or not produced in association with Crude Oil, after deduction of the Natural Gas used as fuel, or for secondary recovery, re-injected or flared in carrying out Development and Exploitation Work and Exploration Work.

8) “Bank” means any financial institution that issues a guarantee pursuant to Article 4.2.4.

9) “Bank Guarantee” means irrevocable and duly documented on first demand Bank Guarantee, acceptable to both ONHYM and the Bank providing such Bank Guarantee, the terms and conditions of which shall be substantially in the form of those given in Appendix IV of the Association Contract and provided by the Operator on behalf of itself and the Private Parties, if any, in order to secure the completion of the Minimum Exploration Work Programs set out in Articles 4.2.1, 4.2.2 and 4.2.3.

10) “Code Général des Impôts” means general tax code instituted by finance law n° 43-06 for the 2007 financial year, promulgated by dahir n° 1-06-232 of 10 Hijja 1427 (December 31st, 2006), as amended and completed.

11) “Commercial Discovery” means a discovery of Hydrocarbons which, after completion of an adequate program of appraisal drilling, the Parties prove reveals potentially recoverable Hydrocarbon reserves which could give rise to an economically profitable exploitation, and which the Parties undertake to develop.

12) “Crude Oil” means all Hydrocarbons that are liquid in their natural state, or obtained by the condensation or separation of Natural Gas and asphalt.

13) “Decree” has the meaning ascribed thereto in the Preamble.

14) “Development and Exploitation Work” means any operation relating to the development or production of a Hydrocarbon deposit within the area covered by an Exploitation Concession, whether carried out within or outside Morocco and, in particular, geological and geophysical work, the drilling of development wells, the production of Hydrocarbons, the installation of collection pipes and the operations necessary to the maintenance of pressure and to primary or secondary recovery.


16) “Effective Date” means the date on which the joint order has been signed pursuant to Article 25.

17) “Exploitation Concession” means any Exploitation Concession granted to the Parties pursuant to the Hydrocarbon Code and this Agreement, which derives from the
Exploration Permit(s).

18) “Exploration Period” means the Initial Period, or any of the Extension Periods referenced in Article 4.2.

19) “Exploration Permit(s)” means the Exploration Permit(s) referred to in Article 3 granted to the Parties pursuant to the Hydrocarbon Code and this Agreement in the Area of Interest.

20) “Exploration Work” has the meaning set out in Article 4.1.

21) “Exploration Well” means any well whose purpose at the time of commencement of drilling such well is to discover any accumulation of Hydrocarbons whose existence at that time was not confirmed by drilling.

22) “Extension Period” means the First and/or the Second Extension Period.

23) “Fair Value” means the Market Price based upon weighted average sales prices in Dollars in the past Quarter of a basket of leading Crude Oils produced in major Crude Oil producing countries in the Arabian-Persian Gulf, Mediterranean, or in Africa which are quoted and regularly sold on the open market. The composition and weighting of the said basket shall be agreed between the STATE and the Party(ies) concerned, and may be adjusted from time to time, to reflect the individual characteristics of the particular Crude Oil or Crude Oil blend produced, taking into consideration positive or negative adjustments generally applied in the international petroleum industry (corrections for quality, transportation, etc.).

24) “First Extension Period” shall mean the period of ........ (...) years duration as stipulated in Article 3.3(b).

25) “Force Majeure” has the meaning set out in Article 21.

26) “Hydrocarbon Code” has the meaning ascribed thereto in the Preamble.

27) “Hydrocarbons” means naturally occurring Hydrocarbons whether liquid, gaseous or solid other than bituminous shale, and shall include Crude Oil and Natural Gas.

28) “Initial Period” means the period of ........ (...) years duration as stipulated in Article 3.3(a).

29) “Law” has the meaning ascribed thereto in the Preamble.

30) “Market Price” means the prices for Hydrocarbons, determined as provided in Article 6 which shall be used for calculation of annual royalty in cash and of corporate income tax.
31) “Minimum Exploration Work Program” means the Exploration Work to be completed before the end of the Initial Period or any of the Extension Periods referred to in Articles 4.2.1, 4.2.2 and 4.2.3.

32) “Month” means a calendar month according to the Gregorian calendar.

33) “Natural Gas” means all gaseous Hydrocarbons obtained from oil or gas wells together with gas that is the residue of the process of separation of liquid Hydrocarbons.

34) “ONHYM” means the Office National des Hydrocarbures et des Mines.

35) “Operator” means PETCO, appointed in accordance with Article 19.

36) “Party” means ONHYM and/or PETCO and/or any Private Party individually and “the Parties” shall refer to them collectively.

37) “Percentage Interest” means in respect of the Exploration Permit(s), the percentage interests of the Parties as set forth in Article 3.1(b) and, in respect of any Exploitation Concession, the percentage interests of the Parties as set forth in Article 5.2.

38) “PETCO” means PETCO.

39) “Petroleum Agreement” or “this Agreement” means the agreement of which this Appendix I forms part.

40) “Private Party” means PETCO in its capacity as a Party and / or any transferee of PETCO or of another Private Party in accordance with Article 17.

41) “Quarter” means a period of three Months commencing on the first day of January, April, July or October in any calendar year.

42) “Regulations” means all applicable laws, decrees, rules and regulations, including all administrative practices relating thereto.

43) “Second Extension Period” shall mean the period of .......... (...) years duration as stipulated in Article 3.3(c).
APPENDIX II

MAP AND DESCRIPTION OF THE AREA OF INTEREST
List of Coordinates
The Deliverables shall be remitted to ONHYM in the following formats:

I. **Seismic: Acquisition and processing**

   I.1. **2D and 3D Seismic:**
   - Field data on cartridges, 3592 or LTO-04 in an international standard format (SEG-D format)
   - Intermediate data such as mirror CDP
   - Data processed on cartridge, 3592 or LTO-04 (stack and migration) SEG-Y with header information about the processed seismic data (processing sequence, navigation data or coordinates)
   - Special processing (PSDM, AVO) on cartridge 3592 or LTO-04 in SEG-Y format with header information about the processed seismic data (processing sequence, navigation data or coordinates)
   - Complete sequence of processing in hard copy or electronic format
   - Velocities analysis data
   - Field documents (operating report of the seismic acquisition, field note-book, coordinates of the shooting points and of the receivers, data of the alteration zone (WZ), and seismic data test) in hard copy and electronic formats
   - Navigation data on CD (for the offshore data)

For onshore data acquisition, the Projection System is: UTM
   - Options for the projection: Ellipsoid: WGS84
   - Format: UKOOA in ASCII or EXCEL

I.2. **Seismic: Reprocessing:**

   - Data processed on cartridge, 3592 or LTO-04 (Stack and migration) SEG-Y with header information about the processed seismic data (processing sequence, navigation data or coordinates)
   - Special processing (PSDM, AVO) on cartridge 3592 or LTO-04 in SEG-Y format with header information about the processed seismic data (processing sequence, navigation data or coordinates)
   - Complete sequence of processing in hard copy or electronic format
   - Velocities analysis data in ASCII format
II. Magnetic, gravimetric, Electromagnetic, Magneto–telluric and electrical data:

- Raw data in an international standard format together with all the supporting documents
- Processed data in an international standard format
- Interpretation of these data

III. Drilling:

- Cuttings: an average of 500 grams of washed cuttings and 500 grams of non-washed cuttings from each 5 m for the interval of the reservoir; and from each 10-20 m for the remaining of the well
- Cores: half of the cores cut in length
- Electrical logs: data of all drilling operations in an international standard format
- Check shot Survey, VSP
- Seismic coring
- Data of well test (pressure, samples of received fluid, PVT analysis and water analysis)
- Final well report that includes drilling evaluation report and logs interpretation (paper and electronic format)
- Copy of composite log
- Well abandonment report, specifying the abandonment works executed for any well(s) drilled during the relevant Exploration Period and any well(s) drilled in any Exploitation Concession that has(ve) to be abandoned.

IV. Studies:

- Preliminary Reports (work progress reports at the end of each year)
- Final Report for each phase (paper and electronic format): this report will include in particular:
  - Text and plates
  - Report on the field geological work
  - Conventional and special analysis of the cores
  - Copy of electrical logs of drilling in standard electronic format (Las, picture)
  - Copies of different laboratory studies and analyses
    - Geochemistry
    - Stratigraphy
    - Petrophysics
any works executed by third party on behalf of a partner and/or associated partner in the area of the Permit(s).

Copy of any tender and contract with service companies in paper and electronic format