

PLEASE NOTE: Call for Bids NS12-1 was amended on October 26, 2012. The amendments were made to section 2.6 (b) (iii) and Appendix V, which relate to the form of the Work Deposit.



CANADA-NOVA SCOTIA OFFSHORE PETROLEUM BOARD

CALL FOR BIDS NO. NS12-1

Canada-Nova Scotia Offshore Petroleum Board
18th Floor, T.D. Centre
1791 Barrington Street
Halifax, Nova Scotia
B3J 3K9
Canada

902-422-5588

www.cnsopb.ns.ca
callforbids@cnsopb.ns.ca

TABLE OF CONTENTS

1.0	Canada-Nova Scotia Offshore Petroleum Board – Profile	1
2.0	Call for Bids No. NS12-1	2
2.1	Applicable Legislation	2
2.2	Terms and Conditions	2
2.3	Submission of Bids	2
2.4	Submission of Written Comments	4
2.5	Bid Assessment Criterion	4
2.6	Deposits	5
2.7	Identification of Bidders	6
2.8	Environmental Studies	7
2.9	Activity Authorization	7
2.10	Benefits Plan	7
2.11	Information	8
2.12	Non-Compliance	8
Appendix I	The “Lands”	9
Appendix II	Bid Response Form	24
Appendix III	Form of Exploration Licence	26
Appendix IV	Form of Significant Discovery Licence	44
Appendix V	Sample Promissory Note Sample Bank Letter of Guarantee Sample Irrevocable Standby Letter of Credit	53

1.0 CANADA-NOVA SCOTIA OFFSHORE PETROLEUM BOARD – PROFILE

The Canada-Nova Scotia Offshore Petroleum Board (CNSOPB) is the independent joint agency of the Governments of Canada and Nova Scotia responsible for the regulation of petroleum activities in the Nova Scotia Offshore Area.

The Board's authority is derived from the legislation implementing the August 26, 1986 Accord between the two governments. The *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation Act* and the *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation (Nova Scotia) Act* provide for the joint management of the Nova Scotia offshore area.

The Board's principal responsibilities include:

- health and safety for offshore workers;
- protection of the environment during offshore petroleum activities;
- management and conservation of offshore petroleum resources;
- compliance with the provisions of the Accord Acts that deal with Canada-Nova Scotia employment and industrial benefits;
- issuance of licences for offshore exploration and development;
- resource evaluation, data collection, curation and distribution.

Certain aspects of petroleum activities also fall under the regulatory authority of other agencies. To ensure effective coordination of all the regulatory requirements, the Board takes the lead role in coordinating regulatory activities. The Board has also entered into Memoranda of Understanding (MOU) with the appropriate departments and agencies to ensure effective coordination and avoid duplication of work and activities.

The Board maintains an open and transparent regulatory process to the maximum extent possible in order to demonstrate publicly that the offshore is being regulated in an appropriate manner. The legislation provides specific confidentiality requirements as set out in the Accord Acts.

The Board views consultation as an effective tool for its decision making process. The Board, through its MOU's and authorization process, consults with departments and agencies, other interested groups and the public to obtain input in its decision making process.

The Board consists of five members and two alternate members who are appointed for fixed terms of office. The Government of Canada and the Government of Nova Scotia each appoint two members and one alternate member. The Chair is jointly appointed by both governments. The Chief Executive Officer reports to the Board and is responsible for the day to day operations of the Board.

More information about the CNSOPB can be found at www.cnsopb.ns.ca.

2.0 CALL FOR BIDS NO. NS12-1

The Canada-Nova Scotia Offshore Petroleum Board (the "Board") hereby calls for bids for eleven Exploration Licences covering those lands in the Nova Scotia offshore area described in Appendix I (the "Lands").

2.1 *Applicable Legislation*

This Call for Bids is made 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").

2.2 *Terms and Conditions of Exploration Licences & Significant Discovery Licences*

The Exploration Licence for each parcel will be substantially in the form attached hereto as Appendix III. Any succeeding Significant Discovery Licence issued with respect to the Lands will be substantially in the form attached hereto as Appendix IV. The submission of bids in response to this Call for Bids shall constitute agreement to the terms and conditions set out in Appendix III and IV.

2.3 *Submission of Bids*

(a) To be considered, **a bid for Parcel 1 or a bid for Parcel 2** must satisfy the following conditions

(i) Bids must be in the form attached as Appendix II and must be submitted in a sealed envelope marked "CALL FOR BIDS No. NS12-1 (Parcel # _)."

(ii) Bids must be received by the Board before **4:00 p.m. Atlantic Time, November 7, 2012** at the following address:

CALL FOR BIDS NS12-1
Steven F. Bigelow
Director, Resources and Rights
Canada-Nova Scotia Offshore Petroleum Board
18th Floor, TD Centre
1791 Barrington Street
Halifax, Nova Scotia
B3J 3K9

- (b) To be considered, a bid for **Parcels 3 through 11** must satisfy the following conditions.
- (i) Bids must be accompanied by a confirmation of operating experience that satisfies the Board that the Bidder, its parent company or an affiliated company has operated, or has been a joint operator, in the drilling of exploration wells in water depths greater than 800 meters in the past ten (10) years.
 - (ii) Confirmation of operating experience must be submitted in a sealed envelope marked "CONFIRMATION OF OPERATING EXPERIENCE FOR CALL FOR BIDS NS12-1 - DEEPWATER PARCELS", to be opened prior to considering the bid.
 - (iii) Bids must be in the form attached as Appendix II and must be submitted in a **separate** sealed envelope marked "CALL FOR BIDS No. NS12-1 (Parcel # _)", to be opened if the confirmation of operating experience satisfies the Board.
 - (iv) The Bid will not be considered if the confirmation of operating experience does not satisfy the Board. The Bid will remain sealed and will be returned to the bidder.
 - (vi) Bids must be received by the Board before **4:00 p.m. Atlantic Time, November 7, 2012** at the following address:

CALL FOR BIDS NS12-1
Steven F. Bigelow
Director, Resources and Rights
Canada-Nova Scotia Offshore Petroleum Board
18th Floor, TD Centre
1791 Barrington Street
Halifax, Nova Scotia
B3J 3K9

- (c) The Board may amend this Call for Bids at any time up until 10 days prior to the Closing Date specified in paragraph (a) and (b) above. Any amendment made to the Call for Bids shall be published on the Board's website (www.cnsopb.ns.ca). Bidders are advised to refer to the Board's website prior to submitting their bids.

2.4 Submission of Written Comments

The public is invited to submit written comments to the Board on the Lands included in the Call for Bids. Such submissions will be considered by the Board before the issuance of Exploration Licences. The deadline for the submission of written comments is **4:00 p.m. Atlantic Time, October 23, 2012.** Written Submissions should be sent to:

Steven F. Bigelow
Director, Resources and Rights
Canada-Nova Scotia Offshore Petroleum Board
18th Floor, TD Centre
1791 Barrington Street
Halifax, Nova Scotia
B3J 3K9
Tel. (902) 422-5588
Fax (902) 422-1799
sbigelow@cnsopb.ns.ca

2.5 Bid Assessment Criterion

(a) Work Expenditure Bid

- (i) Bidding on each parcel will be based solely on the amount of money proposed to be expended on the exploration of the respective parcel and on research & development and education & training (maximum of 5%) within Period 1 of the term of the Exploration Licence ("Work Expenditure Bid"), determined in accordance with the Schedule of Allowable Expenditures as defined in Schedule B of the Exploration Licence attached as Appendix III.
- (ii) The Schedule of Allowable Expenditures will be used in determining the amount of money expended pursuant to the Work Expenditure Bid, and is defined in Schedule B of the Exploration Licence attached as Appendix III.

(b) Minimum Bid

- (i) The minimum bid that will be considered is **\$1,000,000** of work expenditure.
- (ii) The submission of a Work Expenditure Bid does not obligate the successful bidder to perform the full dollar value of work. However, if work is not performed in the full amount of the Work Expenditure Bid, the unrefunded

balance of the Work Deposit will be forfeited upon expiry, surrender or cancellation of Period 1, as more particularly described in the form of Exploration Licence attached as Appendix III.

(c) *Acceptance and Rejection*

The Board is not obliged to accept any bid nor is the Board required to issue an interest as the result of this Call for Bids.

(d) *Tied Bids*

In the event of two or more bids being tied, each bidder involved will be notified of the tie and will have the opportunity to submit a new bid in its proper form within a time frame specified by the Board which will not be more than 24 hours after being notified.

2.6 *Deposits*

(a) *Bid Deposit*

- (i) Each bid must be accompanied by a Bid Deposit in the amount of **\$10,000**, in the form of a **certified cheque or bank draft payable to the Receiver General for Canada**.
- (ii) The successful bidder will receive a refund of the Bid Deposit, without interest, if the Work Deposit is posted within the time specified and any outstanding Environmental Studies Research Fund (ESRF) levies are paid as described below.
- (iii) The failure of the successful bidder to post the Work Deposit within the specified time will result in forfeiture of the Bid Deposit and disqualification of the bid, and in that event the Board may, if it sees fit, award the Exploration Licence to the second highest bidder without making another Call for Bids.
- (iv) Bid Deposits will be returned to unsuccessful bidders, without interest, following announcement of the winning bid and receipt of the Work Deposit by the successful bidder.
- (v) Bid deposits will be returned by courier service unless the bidder requests in writing, at the time of bid submission for the Board to hold the Bid Deposit at its office until it is picked up by the bidder or designated representative or agent of the bidder.

(b) *Work Deposit*

- (i) The successful bidder will be required to post security for the performance of work. The amount of the required security will be 25% of its Work Expenditure Bid. The successful bidder must post this Work Deposit within 30 days of being notified that its bid was successful, as a condition of issuance of the Exploration Licence.
- (ii) This Work Deposit is refundable to the extent of 25% of approved Allowable Expenditures, as more particularly described in the form of Exploration Licence attached as Appendix III.
- (iii) Work Deposits must be in the form of a bank draft, money order, certified cheque, promissory notes or an irrevocable standby letter of credit payable on demand to the Receiver General for Canada or in the form of cash (Canadian Funds). A promissory note must be accompanied by a bank letter of guarantee issued by a Canadian chartered bank which states their agreement to honour on presentment for payment. A bank draft, money order, certified cheque or letter of credit must be issued by a bank found in Schedule I or II of the Bank Act (S.C. 1991, c. 46). The form of the promissory note and bank guarantee, or the letter of credit, must be acceptable to the Board. An acceptable form of a promissory note and bank guarantee and of a letter of credit, are attached as Appendix V.
- (iv) Parties submitting a joint bid may post separate securities representing each party's proportionate share of the required Work Deposit. However, the Board will only deal with the representative designated in the bid. The failure of any party to submit its share of the Work Deposit will be considered the failure of all parties participating in the joint bid.

2.7 Identification of Bidders

- (a) Bids must identify the parties making the bid and their participating shares. Under the Legislation, an Exploration Licence must be issued to the person who submits the winning bid. Therefore, agents should identify the principals for whom they act and their participating shares. The Board will publicly announce the identity of the successful bidder and the amount of the winning bid.
- (b) The identities of unsuccessful bidders and the amounts of their bids will not be disclosed.

2.8 Environmental Studies

- (a) 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.
- (b) Upon issuance of the Exploration Licence, the successful bidder must pay Environmental Studies Research Fund (ESRF) levies under Part VII of the Canada Petroleum Resources Act, R.S.C. 1985, c. 36 (2nd Supp.), for the year in which the licence is issued and retroactive levies for the two preceding years. Thereafter, ESRF levies as fixed from time to time by the federal Minister of Natural Resources will be payable unless the Interest Owner surrenders the licence prior to the payment due date.
- (c) ESRF matters are not administered by the Board, but are the responsibility of the federal Minister of Natural Resources. ESRF levies are determined by multiplying the number of hectares of land included in the licence by the ESRF rate for the applicable region.

2.9 Activity Authorization

- (a) Before carrying out any work or activity in the offshore area, an operator must first obtain an Operating Licence.
- (b) No activities related to the exploration for, development of or transportation of petroleum on the Lands can be conducted without a specific authorization issued by the Board. Operators are required to meet certain regulatory requirements before the Board can approve offshore petroleum related activities. The regulatory framework which governs offshore petroleum operations consists of the Accord Acts, its regulations, and Board guidelines and policies.

2.10 Benefits Plan

The Accord Acts establish the statutory requirement that a Canada-Nova Scotia Benefits Plan must be submitted to, and approved by, the Board prior to the approval of any development plan, or the authorization of any other work or activity in the Nova Scotia Offshore Area. Canada-Nova Scotia Benefits Plan Guidelines can be found on the Board's website.

2.11 Information

- (a) Geological, geophysical and well information is available with respect to the Lands and the surrounding area on the Board's website at www.cnsopb.ns.ca or requests for information may be directed to:

Mary Jean Verrall
Supervisor, Geoscience Research Centre
201 Brownlow Avenue
Dartmouth, Nova Scotia
B3B 1W2
Tel. (902) 468-3994
Fax (902) 468-4584
mverrall@cnsopb.ns.ca

- (b) Inquiries regarding this Call for Bids may be directed to:

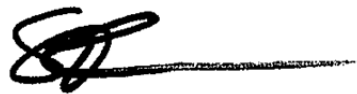
Steven F. Bigelow
Director, Resources and Rights
Canada-Nova Scotia Offshore Petroleum Board
18th Floor, TD Centre
1791 Barrington Street
Halifax, Nova Scotia
B3J 3K9
Tel. (902) 422-5588
Fax (902) 422-1799
sbigelow@cnsopb.ns.ca

2.12 Non-Compliance

Failure to comply with the Call for Bids or any term or condition of the Exploration Licence or resulting Significant Discovery Licence or Production Licence may result in cancellation of the respective Licence.

DATED at Halifax, Nova Scotia this 16th day of April, 2012.

CANADA-NOVA SCOTIA OFFSHORE
PETROLEUM BOARD



Stuart Pinks, P.Eng.
Chief Executive Officer

APPENDIX I

CALL FOR BIDS NO. NS12-1 the “LANDS”

LAND PARCEL NO. 1 – All petroleum substances in all geological formations

Grid*	Hectares	Sections
44-00-59-30	2,226	78,88-90,98,99
44-00-59-45	29,353	2-9,12-19,21-32,35-42,45-60,64-69,74-79,83-89,93-100
44-00-60-00	20,054	3-10,13-20,23-30,33-40,50,60,66-70,76-80,86-90,96-100
44-00-60-15	24,155	6-10,12-20,22-30,32-40,43-50,53-59,63-67,73-77,83-86,93-96
Total Hectares	(Approximate)	75,788

*NAD 1927

LAND PARCEL NO. 2 – All petroleum substances in all geological formations

Grid*	Hectares	Sections
43-50-59-45	27,197	1-10,13-20,24-30,34-40,44-50,54-60,63-68,73-78,82-88,91-98
43-50-60-00	30,546	1-70,77-80,87-90,97-100
43-50-60-15	4,473	6-8,13-17,23-26
44-00-59-45	1,488	1,11,91-92
44-00-60-00	9,300	1-2,11-12,21-22,31-32,41-46,51-56,61-62,71,81,91
Total Hectares	(Approximate)	73,004

*NAD 1927

LAND PARCEL NO. 3 – All petroleum substances in all geological formations

Grid*	Hectares	Sections
42-30-63-30	38,070	1-100
42-30-63-45	38,070	1-100
42-30-64-00	38,070	1-100
42-30-64-15	38,070	1-100
42-40-63-30	37,970	1-100
42-40-63-45	37,970	1-100
42-50-63-30	37,870	1-100
42-50-63-45	37,870	1-100
Total Hectares	(Approximate)	303,960

*NAD 1927

LAND PARCEL NO. 4 – All petroleum substances in all geological formations

Grid*	Hectares	Sections
42-30-62-30	38,070	1-100
42-30-62-45	38,070	1-100
42-30-63-00	38,070	1-100
42-30-63-15	38,070	1-100
42-40-62-45	37,970	1-100
42-40-63-00	37,970	1-100
42-40-63-15	37,970	1-100
42-50-63-00	18,950	1-5,11-15,21-25,31-35,41-45,51-55,61-65,71-75,81-85,91-95
42-50-63-15	18,950	1-5,11-15,21-25,31-35,41-45,51-55,61-65,71-75,81-85,91-95
Total Hectares	(Approximate)	304,090

*NAD 1927

LAND PARCEL NO. 5 – All petroleum substances in all geological formations

Grid*	Hectares	Sections
42-50-61-00	26,500	3-10,13-20,23-30,34-40,44-50,54-60,64-70,75-80,85-90,95-100
42-50-61-15	33,322	5-10,15-20,25-100
42-50-61-30	37,870	1-100
43-00-61-00	37,760	1-100
43-00-61-15	37,760	1-100
43-00-61-30	37,760	1-100
43-10-61-15	37,660	1-100
43-10-61-30	37,660	1-100
Total Hectares	(Approximate)	286,292

*NAD 1927

LAND PARCEL NO. 6 – All petroleum substances in all geological formations

Grid*	Hectares	Sections
42-20-61-30	38,160	1-100
42-30-61-00	38,070	1-100
42-30-61-15	38,070	1-100
42-30-61-30	38,070	1-100
42-40-61-00	37,970	1-100
42-40-61-15	37,970	1-100
42-40-61-30	37,970	1-100
42-50-61-00	11,370	1-2,11-12,21-22,31-33,41-43,51-53,61-63,71-74,81-84,91-94
42-50-61-15	4,548	1-4,11-14,21-24
Total Hectares	(Approximate)	282,198

*NAD 1927

LAND PARCEL NO. 7 – All petroleum substances in all geological formations

Grid*	Hectares	Sections
42-40-60-30	37,970	1-100
42-40-60-45	37,970	1-100
42-50-60-30	37,870	1-100
42-50-60-45	37,870	1-100
43-00-60-30	37,760	1-100
43-00-60-45	37,760	1-100
43-10-60-30	37,660	1-100
43-10-60-45	37,660	1-100
43-20-60-30	37,560	1-100
43-20-60-45	37,560	1-100
43-30-60-30	37,460	1-100
Total Hectares	(Approximate)	415,100

*NAD 1927

LAND PARCEL NO. 8 – All petroleum substances in all geological formations

Grid*	Hectares	Sections
42-40-60-15	37,970	1-100
42-50-60-00	37,870	1-100
42-50-60-15	37,870	1-100
43-00-60-00	37,760	1-100
43-00-60-15	37,760	1-100
43-10-60-00	37,660	1-100
43-10-60-15	37,660	1-100
43-20-60-00	37,560	1-100
43-20-60-15	37,560	1-100
43-30-60-00	37,460	1-100
43-30-60-15	37,460	1-100
Total Hectares	(Approximate)	414,590

*NAD 1927

LAND PARCEL NO. 9 – All petroleum substances in all geological formations

Grid*	Hectares	Sections
42-50-59-30	11,340	8-10,18-20,28-30,38-40,48-50,58-60,68-70,78-80,88-90,98-100
42-50-59-45	11,340	8-10,18-20,28-30,38-40,48-50,58-60,68-70,78-80,88-90,98-100
43-00-59-30	37,760	1-100
43-00-59-45	37,760	1-100
43-10-59-30	37,660	1-100
43-10-59-45	37,660	1-100
43-20-59-30	37,560	1-100
43-20-59-45	37,560	1-100
43-30-59-30	33,718	1-5,11-15,21-100
43-30-59-45	37,460	1-100
43-40-59-30	25,785	21-68,71-77,81-87,91-97
43-40-59-45	18,700	1-5,11-15,21-25,31-35,41-45,51-55,61-65,71-75,81-85,91-95
Total Hectares	(Approximate)	364,303

*NAD 1927

LAND PARCEL NO. 10 – All petroleum substances in all geological formations

Grid*	Hectares	Sections
43-00-59-00	15,104	61-100
43-00-59-15	37,760	1-100
43-10-59-00	15,064	61-100
43-10-59-15	37,660	1-100
43-20-59-00	13,524	61-68,71-78,81-100
43-20-59-15	37,560	1-100
43-30-59-00	7,492	81-100
43-30-59-15	37,460	1-100
43-30-59-30	3,742	6-10,16-20
43-40-59-00	7,472	81-100
43-40-59-15	37,360	1-100
43-40-59-30	7,472	1-20
Total Hectares	(Approximate)	257,670

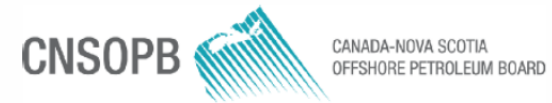
*NAD 1927

LAND PARCEL NO. 11 – All petroleum substances in all geological formations

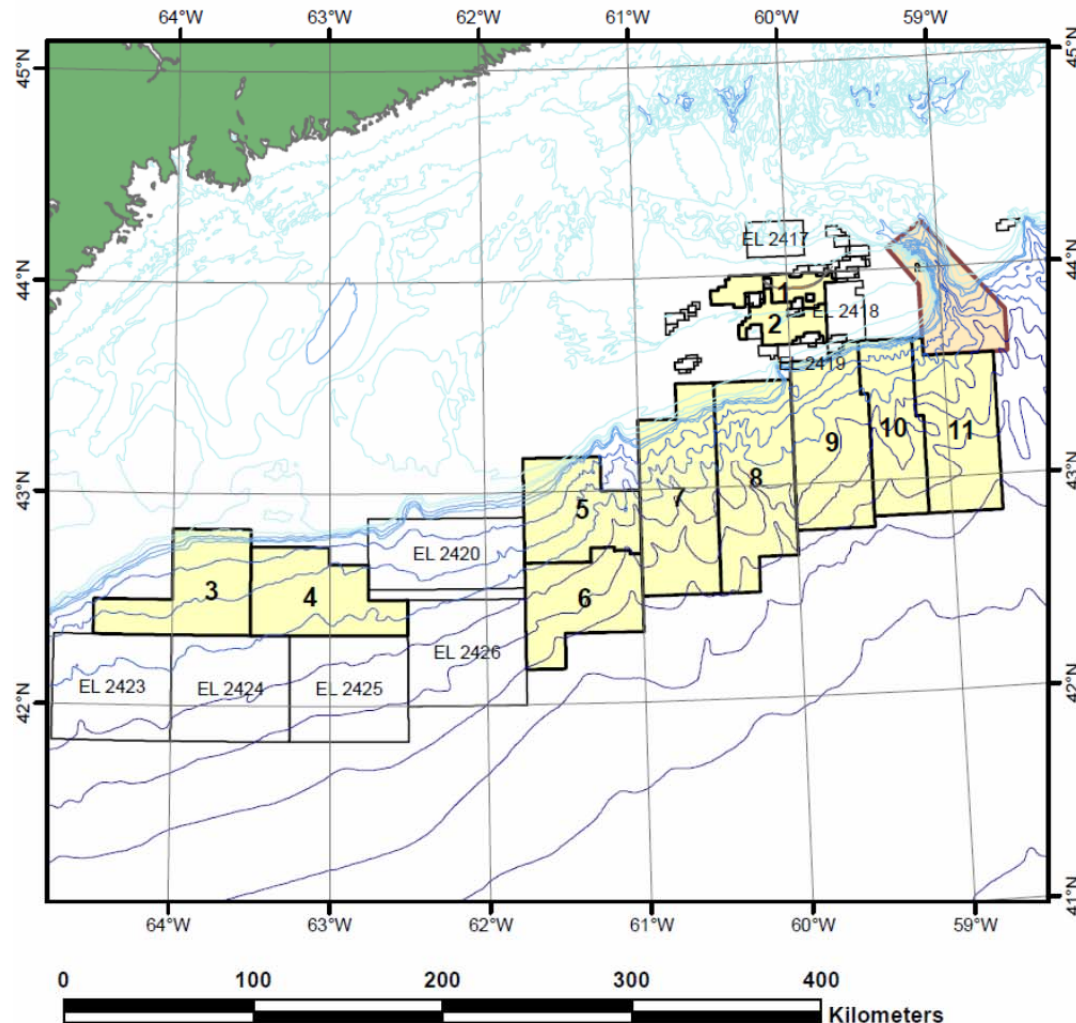
Grid*	Hectares	Sections
43-00-58-30	11,328	71-100
43-00-58-45	37,760	1-100
43-00-59-00	22,656	1-60
43-10-58-30	11,298	71-100
43-10-58-45	37,660	1-100
43-10-59-00	22,596	1-60
43-20-58-30	11,268	71-100
43-20-58-45	37,560	1-100
43-20-59-00	24,036	1-60,69-70,79-80
43-30-58-30	11,238	71-100
43-30-58-45	37,460	1-100
43-30-59-00	29,968	1-80
43-40-58-30	5,610	71-75,81-85,91-95
43-40-58-45	18,710	1-5,11-15,21-25,31-35,41-45,51-55,61-65,71-75,81-85,91-95
43-40-59-00	19,937	1-5,11-15,21-25,31-35,41-45,51-60*,61-80 *Sections 56-60 are partial sections; the edge of Parcel 11 occurs at the boundary of The Gully Marine Protected Area (59°08'W)
Total Hectares	(Approximate)	339,075

*NAD 1927

CALL FOR BIDS NS12-1 LAND PARCELS



**Canada-Nova Scotia
Offshore Petroleum Board**
6th Floor, TD Centre
1791 Barrington Street
Halifax, Nova Scotia
B3J 3K9
902-422-5588
www.cnsopb.ns.ca



- CFB NS12-1 Parcels
- Existing Licences
- The Gully MPA
- Nova Scotia

Water Depth (m)

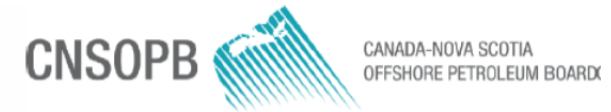
- | | |
|-------------------|-------------------|
| #1: ~0 to 45 | #7: ~80 to 3600 |
| #2: ~5 to 100 | #8: ~90 to 3800 |
| #3: ~145 to 1980 | #9: ~130 to 3900 |
| #4: ~550 to 2300 | #10: ~150 to 3900 |
| #5: ~40 to 3050 | #11: ~350 to 4200 |
| #6: ~1800 to 3800 | |

Approx. Hectarage

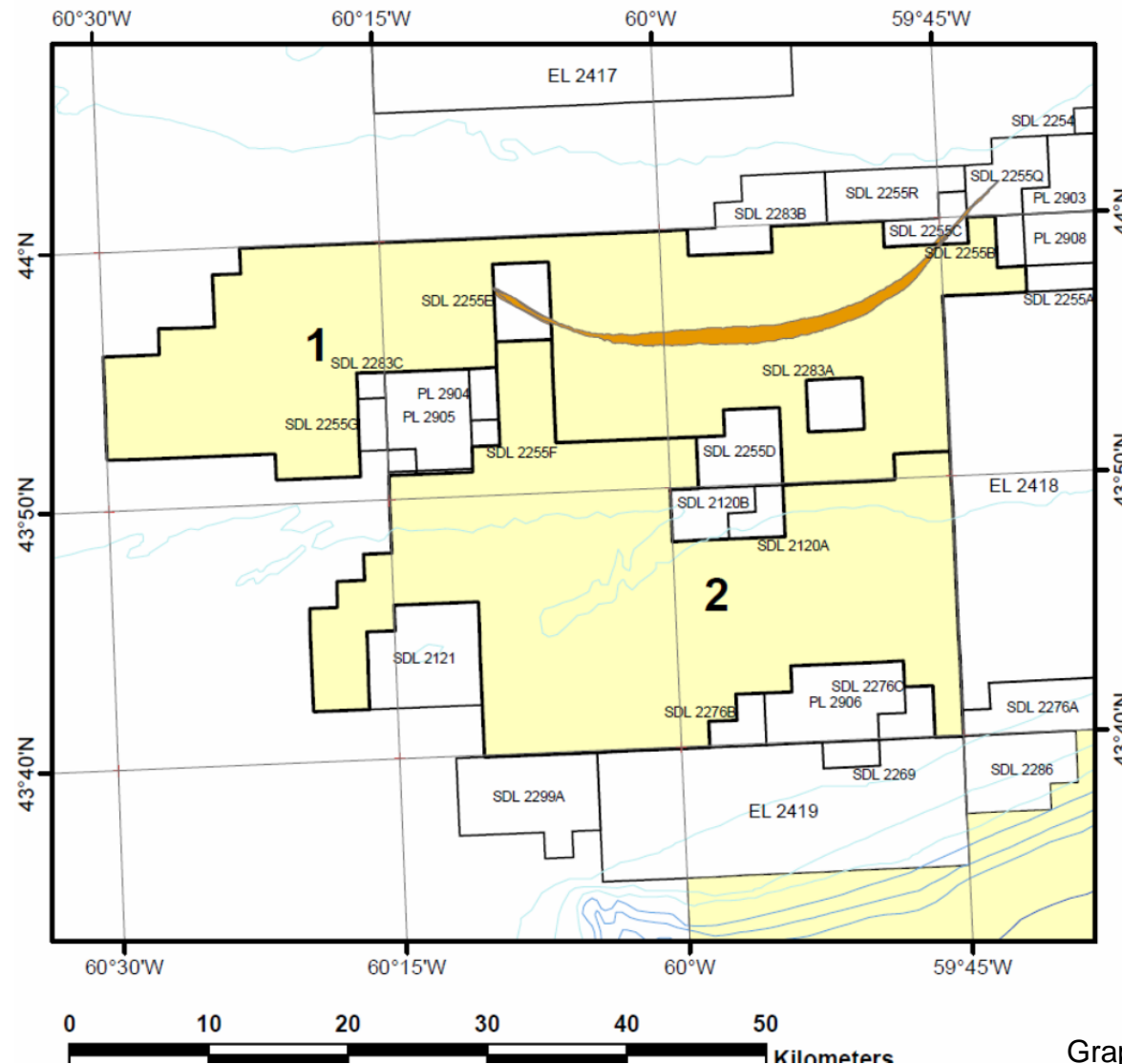
- | | |
|---------------------------------|----------------|
| #1 75,788 ha | #7 415,100 ha |
| #2 73,004 ha | #8 414,590 ha |
| #3 303,960 ha | #9 364,303 ha |
| #4 304,090 ha | #10 257,670 ha |
| #5 286,292 ha | #11 339,075 ha |
| #6 292,198 ha | |
| Total Area: 3,116,070 ha | |

Graphical representation only. See Appendix I

CALL FOR BIDS NS12-1 LAND PARCELS 1 and 2



**Canada-Nova Scotia
Offshore Petroleum Board**
6th Floor, TD Centre
1791 Barrington Street
Halifax, Nova Scotia
B3J 3K9
902-422-5588
www.cnsopb.ns.ca



- CFB NS12-1 Parcels
- Sable Island
- Existing Licences

Water Depth (m)
#1: ~0 to 45
#2: ~5 to 100

Approx. Hectarage
#1 75,788 ha
#2 73,004 ha

Graphical representation only. See Appendix I

CALL FOR BIDS NS12-1 LAND PARCELS 3,4,5,6

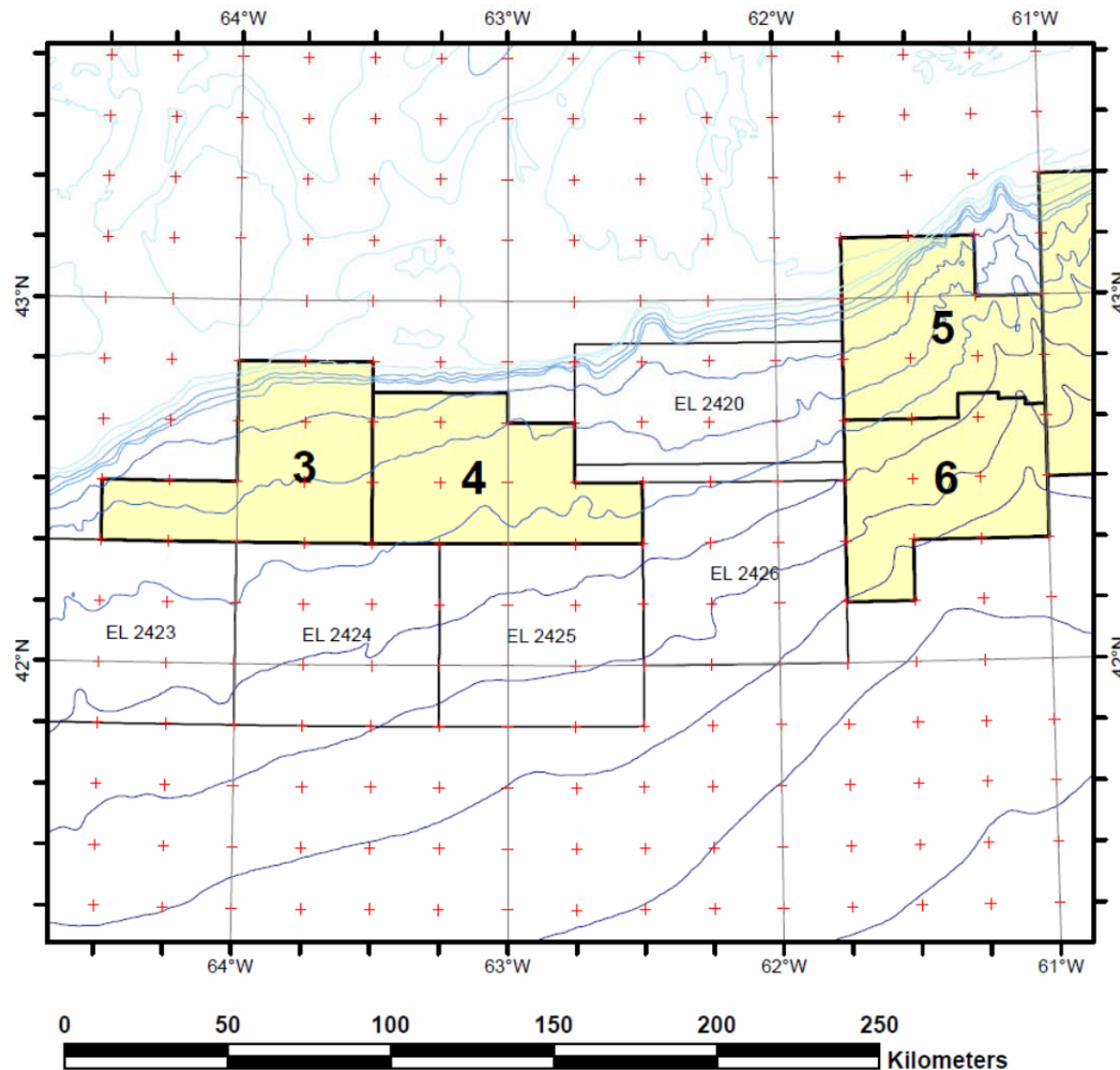


**Canada-Nova Scotia
Offshore Petroleum Board**
6th Floor, TD Centre
1791 Barrington Street
Halifax, Nova Scotia
B3J 3K9
902-422-5588
www.cnsopb.ns.ca

- CFB NS12-1 Parcels
- Sable Island
- Existing Licences

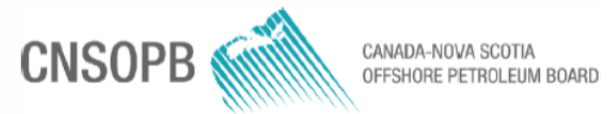
Water Depth (m)
#3: ~145 to 1980
#4: ~550 to 2300
#5: ~40 to 3050
#6: ~1800 to 3800

Approx. Hectarage
#3 303,960 ha
#4 304,090 ha
#5 286,292 ha
#6 282,198 ha







Graphical representation only. See Appendix I

CALL FOR BIDS NS12-1 LAND PARCELS 7,8,9,10,11

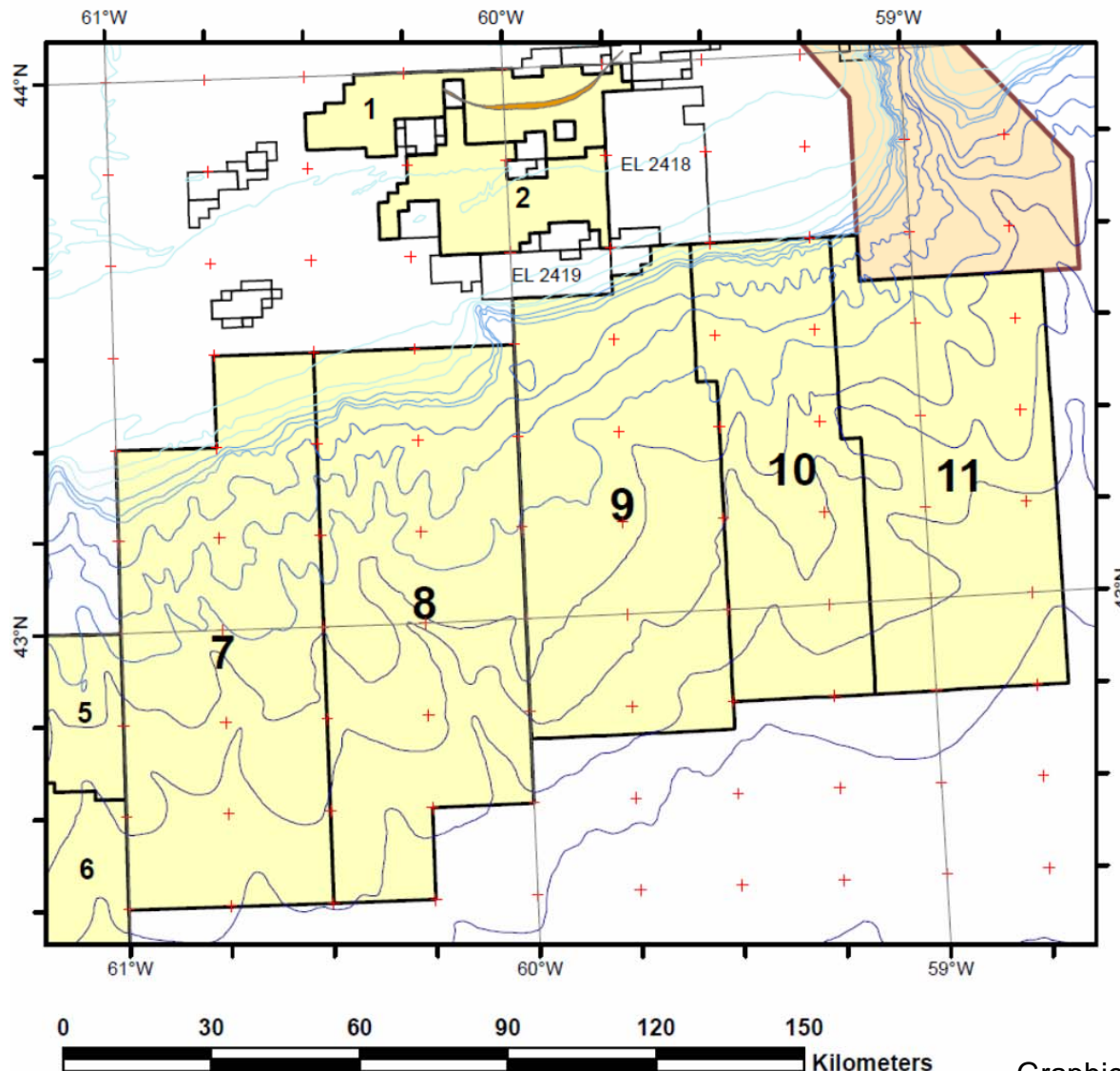


**Canada-Nova Scotia
Offshore Petroleum Board**
6th Floor, TD Centre
1791 Barrington Street
Halifax, Nova Scotia
B3J 3K9
902-422-5588
www.cnsopb.ns.ca

-  CFB NS12-1 Parcels
-  Existing Licences
-  The Gully MPA
-  Sable Island

Water Depth (m)
 #7: ~80 to 3600
 #8: ~90 to 3800
 #9: ~130 to 3900
 #10: ~150 to 3900
 #11: ~350 to 4200

Approx. Hectarage
 #7 415,100 ha
 #8 414,590 ha
 #9 364,303 ha
 #10 257,670 ha
 #11 339,075 ha



Graphical representation only. See Appendix I

APPENDIX II

CALL FOR BIDS NO. NS12-1 BID RESPONSE FORM LAND PARCEL # _____

To: The Canada-Nova Scotia Offshore Petroleum Board

The undersigned, on behalf of itself and the other bidders noted below, hereby submits a Work Expenditure Bid for land Parcel # _____ in response to Call for Bids NS12-1 in the amount of:

\$ _____ (Canadian funds).

This bid is made on behalf of the following:

<i>Full legal name of bidder(s)</i>	<i>Mailing address and street address (if different)</i>	<i>Share (%)</i>

The undersigned represents that it has the authority to act for and bind the other bidders as their agent in making this bid, and as such agrees on behalf of itself and the other bidders that the terms and conditions contained in the form of Exploration Licence and Significant Discovery Licence attached to the Call for Bids will apply if this bid is successful. The bidders appoint the above-named

(insert company name of representative)

as their representative for all purposes of Part II of the Legislation and acknowledge that all further communications related to this bid or any resulting licence will be exclusively with such representative. A Bid Deposit in the amount of \$10,000 is submitted with this bid.

Representative Information:

Contact Name: _____

Contact Title: _____

Phone Number: _____

Fax Number: _____

Email: _____

DATED this _____ day of _____, 2012.

(Name)

By: _____
(Signature)

(Title)

APPENDIX III

CALL FOR BIDS NO. NS12-1

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 January 15, 2013.
- (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 six (6) years commencing on the effective date. This period will be extended by one year if:
 - (i) A well is commenced prior to the end of the sixth year of Period 1 and is still being pursued diligently into the seventh year; or,

- (ii) A Drilling Deposit is posted in the amount of \$1,000,000 in accordance with section 5 of this Licence before the end of the sixth 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 seventh 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 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 expiration 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. WORK DEPOSIT

- (a) As a condition of the issuance of this licence, the interest owner has posted security with the Board, in the amount of 25% of its work expenditure bid as set out in Schedule A (the "Work Deposit"). This Work Deposit will be refunded to the extent of 25% of approved Allowable Expenditures incurred in Period 1. No interest will be paid on the Work Deposit.
- (b) This Work Expenditure Bid is based on the amount of money proposed to be expended on the exploration of the Lands 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) Approved Allowable Expenditures incurred in the first three (3) years of this Licence will be credited at a rate of 150%.
- (d) Allowable Expenditures that are expended in Period 2 shall not be credited against the Work Deposit.
- (e) 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.

5. DRILLING DEPOSIT

- (a) The Interest Owner may, at its option, extend Period 1 from six (6) years to seven (7) years if:
 - (i) A well is commenced prior to the end of the sixth year of Period 1 and is still being pursued diligently into the seventh year; or,
 - (ii) A Drilling Deposit is posted in the amount of \$1,000,000 before the end of the sixth year of Period 1.
- (b) The Drilling Deposit shall be in the amount of \$1,000,000 and 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.

6. 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
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 the expiry of this Licence.
- (e) When Period 1 is extended beyond the seventh 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 payable in subsequent years of Period 2. Allowable Expenditures incurred in Period 1 after completion of the validation 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.

7. COST RECOVERY

The interest owner shall comply with the CNSOPB Cost Recovery Guidelines, attached as Schedule C, as amended from time to time, unless and until cost recovery regulations are promulgated by the governments.

8. ALLOWABLE EXPENDITURES

Allowable Expenditures shall be determined in accordance with Schedule B.

9. EXPLORATION PLAN

- (a) The Interest Representative must submit an Exploration Plan within ninety (90) days of the effective date of this Licence outlining the anticipated exploration of the Lands.
- (b) The Interest Representative must provide annual reports updating the Exploration Plan on the first anniversary of this Licence and each anniversary thereafter.

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. ACTIVITY AUTHORIZATION

- (a) Before carrying out any work or activity in the offshore area, an operator must first obtain an Operating Licence.
- (b) No activities related to the exploration for, development of or transportation of petroleum on the Lands can be conducted without a specific authorization issued by the Board. Operators are required to meet certain regulatory requirements before the Board can approve offshore petroleum related activities. The regulatory framework which governs offshore petroleum operations consists of the Accord Acts, its regulations, and Board guidelines and policies.

16. 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.

17. 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.

Please note two additional provisions will apply with respect to ELs for Parcels 1 and 2 of Call for Bids NS12-1:

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 as determined using the most current Canadian Hydrographic Service data available at the time of application for authorization to drill (the “Area”). All other activities within the Area that require an authorization from the Board, will require that the operator prepare a Code of Practice to ensure the protection of Sable Island.

SABLE ISLAND - CONDITION IN THE EVENT OF FUTURE DEVELOPMENT

If the interest owner or any interest holder of the 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

IN WITNESS WHEREOF the Board has issued this Licence to be effective as of the 15th day of January, 2013.

CANADA-NOVA SCOTIA OFFSHORE
PETROLEUM BOARD

Chief Executive Officer

SCHEDULE A – EL

<i>LANDS</i>	<i>INTEREST HOLDERS</i>	<i>SHARE</i>
<u>Grid area ° ' N ° ' W</u> Sections _____	_____	_____ %

All petroleum substances in all geological formations.

TOTAL AREA: _____ Hectares

WORK EXPENDITURE BID: \$ _____

WORK DEPOSIT: \$ _____

REPRESENTATIVE: _____

ADDRESS FOR SERVICE: _____

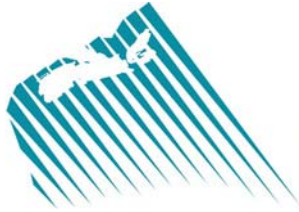
SCHEDULE B – EL
ALLOWABLE EXPENDITURES

1. The Interest Representative is encouraged to have any expenditure it would like to have considered as an Allowable Expenditure reviewed by the Director, Resources and Rights, prior to the Interest Owner commencing the work.
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 shall be the total calculated expenditures on the Lands (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 Representative 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 by the Board no later than thirty (30) days following the end of Period 1. 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 this 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.

SCHEDULE C – EL
COST RECOVERY GUIDELINES

CNSOPB



CANADA-NOVA SCOTIA
OFFSHORE PETROLEUM BOARD

COST RECOVERY GUIDELINES

FOR MORE INFORMATION, PLEASE CONTACT

Canada-Nova Scotia Offshore Petroleum Board
6th Floor TD Centre, 1791 Barrington Street
Halifax, Nova Scotia B3J 3K9
Phone 902.422.5588 Fax 902.422.1799

APRIL 1999

Table of Contents

1. Short Title
2. Interpretation
3. Principles
4. Budgetary Process
5. Recovery Charge
6. Invoicing and Interest
7. Coming into Force

**Guidelines Prescribing
the Time And Manner for Recovering
the Cost of Services Provided
by the Canada-Nova Scotia Offshore Petroleum Board to
Companies Holding an Interest or Carrying Out
Oil and Gas Activities in the
Nova Scotia Offshore Area**

Short Title

1. These Guidelines may be cited as the *Canada – Nova Scotia Offshore Petroleum Board Cost Recovery Guidelines*.

Interpretation

2. In these Guidelines:

(a) “Acts” mean *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation Act* and *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation (Nova Scotia) Act*;

(b) “Board” means the Canada – Nova Scotia Offshore Petroleum Board (CNSOPB);

(c) “Budget” means the Board’s annual operating budget approved by the Federal Minister and the Provincial Minister;

(d) “Company” means companies or operators holding an interest or carrying out oil and gas activities in the Nova Scotia offshore area;

(e) “Fiscal year” means the fiscal year of the Board;

(f) “Federal Minister” means the Minister of Natural Resources Canada;

(g) “Provincial Minister” means the Minister of Energy;

(h) “Recovery Charge” means the assessments described in Section 5;

(i) words in the singular include the plural, and words in the plural include the singular.

Principles

3. (1) Companies and governments recognize that they require a competent, efficient and effective regulator for the offshore area.
- (2) Companies and governments recognize that the Board requires stable and adequate resources and expertise to carry out its regulatory responsibilities.
- (3) These guidelines reflect the objectives of the Federal Minister and Provincial Minister in respect of recovery charges.
- (4) Recovery charges must be related to regulatory services rendered and be allocated in a fair manner.
- (5) Funding of core regulatory and resource management activities of the Board is the responsibility of both governments.

Budgetary Process

4. (1) The Board shall meet with the oil and gas industry on an annual basis to review the anticipated level of industry activity for the coming year(s) and the associated Board services required by industry.
- (2) The Board shall submit an annual operating budget to the Federal Minister and Provincial Minister for consideration and approval.
- (3) The Board shall also submit a three-year rolling business plan supporting the annual operating budget. The business plan shall include the Boards objectives for each year.
- (4) Following ministerial approval of the Board's budget, Governments shall remit to the Board their respective portion of the approved budget.

Recovery Charge

5. (1) The Board will calculate for each Company a Recovery Charge.
- (2) The Recovery Charge will be calculated by determining Board costs associated with:
 - (a) approvals and work authorizations;
 - (b) inspections within the offshore area;
 - (c) review of development and benefit plans and amendments thereto;

- (d) other activities or services not provided for in Section 5(4) hereof;
- (e) administrative costs associated with the foregoing; and
- (f) costs associated with administering interests based on work expenditure bids.

(3) For any given fiscal year of the Board, the total Recovery Charge shall not exceed fifty percent (50%) of the Budget.

(4) The Recovery Charge does not include the costs for the following activities which will be recovered 100% directly from a Company which initiates the required regulatory service:

- (a) inspections and audits conducted out of jurisdiction at the request of the Company;
- (b) public reviews required for offshore activities, development plans and amendments thereto;
- (c) hiring of outside consultants required to address extra-ordinary regulatory/technical matters associated with exploration and development issues; and
- (d) oil and gas committees and support services.

Invoicing and Interest

6. (1) The Board shall invoice Companies for Recovery Charges as they become due.

(2) Companies shall pay all Recovery Charges to the Board within 45 days of the receipt of the invoice.

(3) All recovery charges shall be made payable to the Board.

(4) The Board shall remit fifty percent (50%) of the Recovery Charge collected pursuant to subsection 2, including interest pursuant to subsection 5, to the Government of Canada and fifty percent (50%) to the Province of Nova Scotia within five (5) days of receipt, to a maximum of fifty percent (50%) of the Budget.

(5) Where a Company fails to pay any amount invoiced by the Board, the Company shall pay interest at 1½% per month on the outstanding amount beginning on the 45th day after the date of issuance of the invoice.

(6) In the event that cost recovery billings in one year exceed 50% of the Board's actual expenditures, the Board shall reimburse the companies in an equitable manner.

Coming into Force

7. (1) These Guidelines shall be effective on April 1, 1999.

(2) These Guidelines are subject to a review within five (5) years.

Until the Acts are amended in order to provide for a statutory power allowing these guidelines to be made into regulations, they will form the basis for such regulations.

APPENDIX IV

CALL FOR BIDS NS12-1 FORM OF SIGNIFICANT DISCOVERY LICENCE

SIGNIFICANT DISCOVERY LICENCE No. _____

THIS LICENCE is effective as of the _____ day of _____, 20____.

ISSUED BY The Canada-Nova Scotia Offshore Petroleum Board.

TO THE INTEREST OWNER

WHEREAS the Board is empowered pursuant to the Acts to issue a Significant Discovery Licence (hereinafter called the "Licence") related to the Lands described in Schedule A of this Licence;

AND WHEREAS the Board selected the bid submitted by _____ as the winning bid in respect of the Call for Bids No. NS12-1, Parcel No. _____;

AND WHEREAS _____, in submitting such a bid agreed to the terms and conditions of this Licence;

NOW THEREFORE this Licence is issued upon the following **terms and conditions**:

1. INTERPRETATION

In this Licence, including all Schedules annexed hereto, unless the context requires otherwise;

- (a) "**Acts**" means the *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation Act* and the *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation (Nova Scotia) Act* and regulations thereto and any Acts or regulations made in substitution therefore;

(b) Any words or phrases defined in the Acts shall have the same meanings in this Licence unless the context otherwise requires.

2. RIGHTS

This Licence confers the rights attaching to a Significant Discovery Licence pursuant to the Acts with respect to those Lands described in Schedule A.

3. AGREEMENT

The submission of a bid by the Interest Owner in response to Call for Bids No. NS12-1 and its selection by the Board as the winning bid constitutes an agreement between the Interest Owner and the Board as to the terms and conditions contained herein relating to the portion of the Nova Scotia Offshore Area described in Call for Bids No. NS12-1, Parcel No. _____ that becomes subject to a Declaration of Significant Discovery and this Licence.

4. RENTALS – EXPLORATION LICENCE TERM

Should this Licence be issued in Period 1 or 2 of the preceding Exploration Licence, it shall be subject to the rental rates applicable to that Exploration Licence until the natural expiry of the Exploration Licence.

5. RENTALS – POST EXPLORATION LICENCE TERM

- (a) This Licence shall be subject to the following refundable Rentals after the expiration of the term of the Exploration Licence:

Year 1 to 5	\$0.00 per hectare
Year 6 to 10	\$40.00 per hectare
Year 11 to 15	\$100.00 per hectare
Year 16 to 20	\$800.00 per hectare

The Rentals applicable will be payable in constant (inflation adjusted) 2012 dollars.

Commencing on December 31, 2012, Rentals in the above noted table will be adjusted by applying the annual change in the Consumer Price Index for Canada. Rentals will be adjusted in the same manner on each December 31 thereafter. Pro-rated Rentals for year one of this Licence shall be paid prior to the issuance of this Licence with the applicable adjusted annual Rentals payable on or before January 15 of each year thereafter.

- (b) Rental rates of \$800.00 will increase by \$100.00 for each year beyond year 20, and will be payable in constant (inflation adjusted) 2012 dollars until this Licence is relinquished or converted to a Production Licence. For greater certainty, the Interest Owner may relinquish lands to reduce future Rental payments.
- (c) There shall be no carry forward of excess Allowable Expenditures from Exploration Licences.
- (d) Rentals are to be submitted by wire deposit, bank draft or certified cheque payable to the **Receiver General for Canada**.
- (e) For greater certainty, Rentals shall be calculated on the basis of the total hectarage of lands held as part of this Licence, as of the anniversary date.
- (f) Rentals will be refunded annually, to a maximum of one hundred percent (100%) of the Rentals paid in that year, on the basis of a dollar refund for each dollar of Allowable Expenditures for that year.
- (g) To the extent that Allowable Expenditures for a given year are greater than the amount of the applicable refund, the excess shall be carried forward to reduce the Rentals otherwise payable in ensuing Rental years.

6. ALLOWABLE EXPENDITURES

Allowable Expenditures shall be determined in accordance with the rates and allowances set out in Schedule B.

7. ANNUAL REPORT

The Interest Owner shall provide to the Board in writing an annual report that is satisfactory to the Board describing activities undertaken to advance the development of this Licence. The annual report shall be filed each year on or before the anniversary of the issuance of this Licence. Failure to submit an annual report may result in the cancellation of this Licence.

8. NON-COMPLIANCE

Failure to comply with any term or condition of this Licence may result in cancellation of this Licence.

9. 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 9 shall survive this Licence and will be included in any Production Licences that may result from this Licence.

10. LIABILITY

An interest holder shall be liable under the provisions of this Licence and the Acts, for all claims, demands, loss, costs, damages, actions, suits or other proceedings in respect of any work or activity conducted, or caused to be conducted, by, through, or under, or with the consent of such interest holder. Any transfer, assignment, or other disposition of the interest, or of a share therein, shall not have the effect of discontinuing such liability in respect of such work or activity, related to the interest, or share therein, so disposed, that was conducted before that transfer, assignment, or other disposition was registered pursuant to the Acts. For greater certainty, liability, as aforesaid, does not relate to any work or activity conducted after such party ceases to be an interest holder in this Licence.

11. SUCCESSORS AND ASSIGNS

Subject to paragraph 9 and 10, this Licence enures to the benefit of and is binding on the Board and the Interest Owner and their respective heirs, administrators, successors and assigns.

12. NOTICE

Any notice to the Interest Owner or any interest holder required or permitted under the Acts 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.

13. 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.

Please note two additional provisions will apply with respect to SDLs for Parcels 1 and 2 of Call for Bids NS12-1:

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 as determined using the most current Canadian Hydrographic Service data available at the time of application for authorization to drill (the “Area”). All other activities within the Area that require an authorization from the Board, will require that the operator prepare a Code of Practice to ensure the protection of Sable Island.

SABLE ISLAND - CONDITION IN THE EVENT OF FUTURE DEVELOPMENT

If the interest owner or any interest holder of the 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

IN WITNESS WHEREOF the Board has issued this Licence to be effective as of the ____ day of _____, 20____.

CANADA-NOVA SCOTIA OFFSHORE
PETROLEUM BOARD

Chief Executive Officer

SCHEDULE A – SDL

LANDS

INTEREST HOLDERS

SHARE

Grid area ° ' N ° ' W

Sections _____

_____ %

All petroleum substances in all geological formations.

TOTAL AREA: _____ Hectares

REPRESENTATIVE: _____

ADDRESS FOR SERVICE: _____

SCHEDULE B – SDL

ALLOWABLE EXPENDITURES

1. The Interest Representative is encouraged to have any expenditure it would like to have considered as an Allowable Expenditure reviewed by the Director, Resources and Rights, prior to the Interest Owner commencing the work.
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:
 - (iv) 2-D, 3-D and Ocean Bottom Cable seismic: At cost.
 - (v) Wellsite and seabed survey: At cost.
 - (vi) Resistivity or Controlled Source Electromagnetic (CSEM) surveys or any other survey of this type: At cost.
 - (c) Seabed & Other Surveys/Studies:
 - (iii) Environmental field studies that are required to obtain an authorization for work or activity: At cost.

- (iv) Other surveys/studies agreed to by the Board: At an agreed rate.
4. The Interest Representative may submit an application for credit against Rentals in the form and manner required by the Board. The following conditions shall apply to such application:
- (a) 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;
 - (b) Applications for credit against Rentals must be received no later than thirty (30) days following the expiry, surrender or cancellation of this Licence;
 - (c) Failure to submit such applications within the appropriate time referred to above, shall mean that no Allowable Expenditures were incurred for that period.

APPENDIX V

CALL FOR BIDS NO. NS12-1

FORM OF PROMISSORY NOTE AND BANK LETTER OF GUARANTEE

FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

PLEASE NOTE: Pursuant to paragraph 2.6 (b) (iii) of Call for Bids NS12-1, Work Deposits must be in the form of either:

- 1. Bank Draft,**
- 2. Money Order,**
- 3. Certified Cheque,**
- 4. Promissory Note and Bank Letter of Guarantee,**
- 5. Irrevocable Standby Letter of Credit, or**
- 6. Cash**

APPENDIX V
CALL FOR BIDS NO. NS12-1

PART A – INFORMATION PROMISSORY NOTE

A Promissory Note must:

- be identified as a non-interest bearing demand promissory note;
- be accompanied by a bank letter of guarantee;
- be executed by identified signing officers of the company;
- be dated;
- be payable on demand to the Receiver General;
- be payable at a clearly addressed branch of the bank in Halifax;
- refer to the Call for Bids and parcel number or the relevant licence or any condition therein giving rise to the posting of the security;
- be either without an expiry date, or if stated, must not expire earlier than 180 days following expiry of the period for which the security is posted;
- be explicit as to the amount;
- be countersigned as "Approved for Issue" by an identified signing officer of the bank;
- be on corporate letterhead;
- be addressed to the Board.

APPENDIX V
CALL FOR BIDS NO. NS12-1

PART B – SAMPLE PROMISSORY NOTE

[Company letterhead
with address]

[Date]

Non-interest Bearing Demand Promissory Note
\$ _____

_____ [name of successful bidder] _____ promises to pay to the Receiver General for Canada, on demand, the sum of _____ dollars (\$ _____) if this note is presented at the _____ Branch of _____ [name of bank] _____ [address] _____, Halifax, Nova Scotia.

This demand promissory note is issued in accordance with paragraph 2.6(b) of Call for Bids No. NS12-1 (Parcel # _____), made by the Canada-Nova Scotia Offshore Petroleum Board on April 16, 2012. [At the successful bidder's option, the following sentence may be inserted: This demand promissory note expires on July 13, 2020.]

_____ [name of successful bidder] _____

_____ [signature(s) of signing officer(s)] _____

_____ [name(s) and title(s) of signing officer(s)] _____

Approved for issue:

_____ [name of bank] _____

_____ [signature of signing officer] _____

_____ [name and title of signing officer] _____

_____ [bank branch and address] _____

APPENDIX V
CALL FOR BIDS NO. NS12-1

PART C — INFORMATION BANK LETTER OF GUARANTEE

A bank letter of guarantee must:

- be issued by one of the banks as defined in the Bank Act;
- be executed by an identified signing officer of the bank;
- be addressed to the Board;
- refer to the note being a guarantee of the note provided by the company;
- be explicit in agreeing to pay on demand to the Receiver General the sum named in the note;
- be either without an expiry date, or if stated, must not expire earlier than 180 days following expiry of the period for which the security is posted;
- be explicit as to address of the branch where the note may be presented in Halifax;
- contain conditions:
 - requiring the note to be signed by the company;
 - stating the words required in the note to indicate the bank's "Approved for Issue" including the names of persons authorized to sign.

APPENDIX V
CALL FOR BIDS NO. NS12-1

PART D —SAMPLE BANK LETTER OF GUARANTEE

[Bank letterhead
with address]

[Date]

Canada-Nova Scotia Offshore Petroleum Board
6th Floor, T.D. Centre
1791 Barrington Street
Halifax, Nova Scotia
B3J 3K9

Dear Sirs:

We understand that [name of successful bidder] is depositing with you its non-interest bearing demand promissory note dated _____, in the amount of \$ _____, in accordance with paragraph 2.6(b) of your Call for Bids No. NS12-1 (Parcel #____). We hereby issue this letter of guarantee in respect of this note.

[name of Canadian chartered bank] engages to pay to the Receiver General for Canada, on demand, the amount named in this note on the following conditions:

1. The note is executed by [name of successful bidder] and is payable to the Receiver General for Canada;
2. The note is presented during normal banking hours at the _____ Branch of [name of bank], [address], Halifax, Nova Scotia, no later than, July 13, 2020;
3. The note bears the words "Approved for issue" and is countersigned by or on behalf of the Manager, _____ Branch of [name of bank], [address], [city and province]; and
4. The note is endorsed on behalf of the Receiver General for Canada.

[name and address of bank]

[signature of signing officer]

[name and title of signing officer]

**APPENDIX V
CALL FOR BIDS NO. NS12-1**

PART E —SAMPLE FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

NOTE: The Letter of Credit must be issued by a bank found in Schedule I or II of the Bank Act (S.C. 1991, c. 46).

(DATE OF ISSUE)

IRREVOCABLE STANDBY LETTER OF CREDIT NO. (L/C NO.) FOR (\$ AMOUNT CAD.)

BENEFICIARY

THE CANADA-NOVA SCOTIA OFFSHORE PETROLEUM BOARD
1791 BARRINGTON STREET,
18TH FLOOR, TD CENTRE
HALIFAX, NS, B3J 3K9
ON BEHALF OF THE RECEIVER GENERAL OF CANADA

APPLICANT

(Name & Address)

AMOUNT \$_____CAD.

(amount in words)---00/100 Canadian Dollars

EXPIRY DATE

At the request of and for the account of our customer (***Applicant - Name and Address***) the "Customer", we hereby establish in the Beneficiary's favour our Irrevocable Standby Letter of Credit **number (L/C NO.)** for a sum not exceeding in the aggregate amount of (***Amount in Words***)---00/100 Canadian Dollars (\$_____CAD.).

This Credit is given in accordance with paragraph 2.6(b) of Call for Bids No. NS12-1 (Parcel #___), made by the Canada-Nova Scotia Offshore Petroleum Board on April 16, 2012 and relates to the terms and conditions in the Licence dated January 15, 2013, equal in the amount to the sum of this Credit.

Our obligation to pay is irrevocable, absolute and unconditional and, in furtherance and support thereof and without limiting the irrevocable, absolute and unconditional nature of our obligations to the Beneficiary hereunder, any demand by the Beneficiary shall be honoured without any inquiry as to the Beneficiary's rights to make such demand, without regard to or recognition of any contractual rights, claims or defences (legal or equitable) of the Customer against the Beneficiary and without regard to any other defence to the Beneficiary's demand for payment, arising as a result of any dispute between the Beneficiary and the Customer or between the Customer and ourselves.

Payment under this Irrevocable Standby Letter of Credit shall be available to the Beneficiary on sight against presentation by the Beneficiary to *(issuing Bank, name and address)* of a written demand for payment, which demand we shall honour without inquiring whether the Beneficiary has a right as between the Beneficiary and the Customer to make such a demand, without recognizing any claims of the Customer and without raising any defence arising as between the Customer and ourselves, accompanied by a certification signed by the Beneficiary or an authorized representative that the Customer is in default under the terms of the Exploration Licence.

Partial drawings are permitted.

It is understood that the Bank is obligated under this Credit to the payment of monies only and not the performance of the Licence.

It is a condition of this Letter of Credit that it **shall be deemed to be automatically extended** without amendment, for one year from the present or any future expiration date hereof, **unless one hundred and twenty (120) days** prior to any such date, we shall notify the Beneficiary in writing at the address noted above, by Certified Mail that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw by means of your written demand.

The rights of all parties and any disputes with respect to this Letter of Credit, shall be governed by the laws of the Province of Nova Scotia and shall be dealt with by the courts within that jurisdiction.

This Irrevocable Standby Letter of Credit is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590).

(Authorized Signature)

Countersigned:

(Authorized Signature)