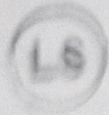


3
Signed this 16th day of August, 1984.

SIAKA STEVENS
President.



No. 9



Sierra Leone

1984

The Exploration, Mining and Processing of Mineral
Oil (Amendment) Agreement, (1984)
(Ratification) Act, 1984

Short title.

Being an Act to ratify an Agreement made between the Government of Sierra Leone of the first part and Oxoco International, Aracca Petroleum Corporation and Amoco Sierra Leone Exploration Company of the second part for the exploration, mining and processing of mineral oil in Sierra Leone; and for other matters connected therewith or incidental thereto

[28th May, 1984.]

Date of
commence
ment.

WHEREAS an Agreement was made on the 28th day of May, 1979 between the Government of Sierra Leone of the first part and Oxoco

International and Aracca Petroleum Corporation of the second part for the exploration, mining and processing of mineral oil in Sierra Leone, in this Act referred to as the "1979 Agreement";

AND WHEREAS by the Exploration, Mining and Processing of Mineral Oil Agreement (1979) (Ratification) Act, 1982 (Act No. 2 of 1982) Parliament ratified the 1979 Agreement;

AND WHEREAS an Agreement in this Act referred to as the Exploration, Mining and Processing of Mineral Oil (Amendment) Agreement (1984) was made on the 30th day of May, 1984 between the Government of Sierra Leone of the first part, and Oxoco International ("Oxoco"), a company incorporated in California USA, Aracca Petroleum Corporation ("Aracca") a Company incorporated in New York, USA and Amoco Sierra Leone Exploration Company ("Amoco") of the second part whereby it was agreed to amend, vary and add to the 1979 Agreement in the manner set out in the first mentioned Agreement;

AND WHEREAS it is desirable that the Exploration, Mining and Processing of Mineral Oil (Amendment) Agreement (1984) should be ratified by Parliament in accordance with subsection (2) of section 21 of the Constitution:

NOW THEREFORE BE IT ENACTED by the President and the Members of this present Parliament assembled, as follows—

Ratification
of Agree-
ment.

1. The Exploration, Mining and Processing of Mineral Oil (Amendment) Agreement (1984) set out in the Schedule to this Act is hereby ratified in accordance with subsection (2) of section 21 of the Constitution of Sierra Leone, 1978 (Act No. 12 of 1978) and all rights and obligations purported to be conferred or imposed by it are hereby declared to be valid by the Laws of Sierra Leone.

Minister
responsible
for Mines to
ensure per-
formance
of Agree-
ment.

2. Notwithstanding any thing to the contrary, the Minister responsible for Mines or any other person authorised by him may do on behalf of the Government of Sierra Leone any act which the said Agreement may require or allow to be done in the name of the said Minister or the Government of Sierra Leone.

SCHEDULE
THE EXPLORATION, MINING AND PROCESSING OF MINERAL OIL
(AMENDMENT) AGREEMENT (1984)

AMENDMENT TO THE AGREEMENT BETWEEN THE GOVERNMENT OF SIERRA LEONE, OXOCO INTERNATIONAL AND ARACCA PETROLEUM CORPORATION FOR THE EXPLORATION, MINING AND PROCESSING OF MINERAL OIL IN SIERRA LEONE

This AMENDMENT TO AGREEMENT made and entered into this 30th day of May, 1984 between The HONOURABLE HASSAN KANU, Esquire, Minister of Mines, acting for and on behalf of the Government of the Republic of Sierra Leone (hereinafter referred to as the "Government") of the first part, Oxoco INTERNATIONAL ("Oxoco"), ARACCA PETROLEUM CORPORATION ("Aracca") and AMOCO SIERRA LEONE EXPLORATION COMPANY ("Amoco") of the second part (with the aforementioned companies being hereinafter sometimes referred to collectively as the "Companies" and the Government and the Companies being hereinafter sometimes referred to collectively as the "Parties").

WITNESSETH

WHEREAS, an Agreement was made on the 28th day of May, 1979, between the Honourable Francis Stephen Conteh, Esquire, then Minister of Mines, acting for and on behalf of the Government of Sierra Leone of the first part, and Oxoco and Aracca of the second part for the Exploration, Mining and Processing of mineral oil in Sierra Leone (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement was ratified and confirmed by the President and Members of Parliament in accordance with subsection (2) of Section 21 of the Constitution of the Republic of Sierra Leone; and

WHEREAS, pursuant to the said Agreement the Government on 10th October, 1979, granted to Oxoco and Aracca Mineral Oil Exploration Licence No. 2119 (the "Licence"), covering an area offshore Sierra Leone (the "Exploration Area"); and

WHEREAS, Amoco, subject to the terms and conditions hereinafter set forth desires to acquire an interest in the Agreement and Licence and to become a party thereto; and

WHEREAS, the Parties have agreed to certain amendments to the terms and conditions of the Agreement and Licence and desire to set forth such amendments.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Amendment, IT IS AGREED by and between the Parties as follows:—

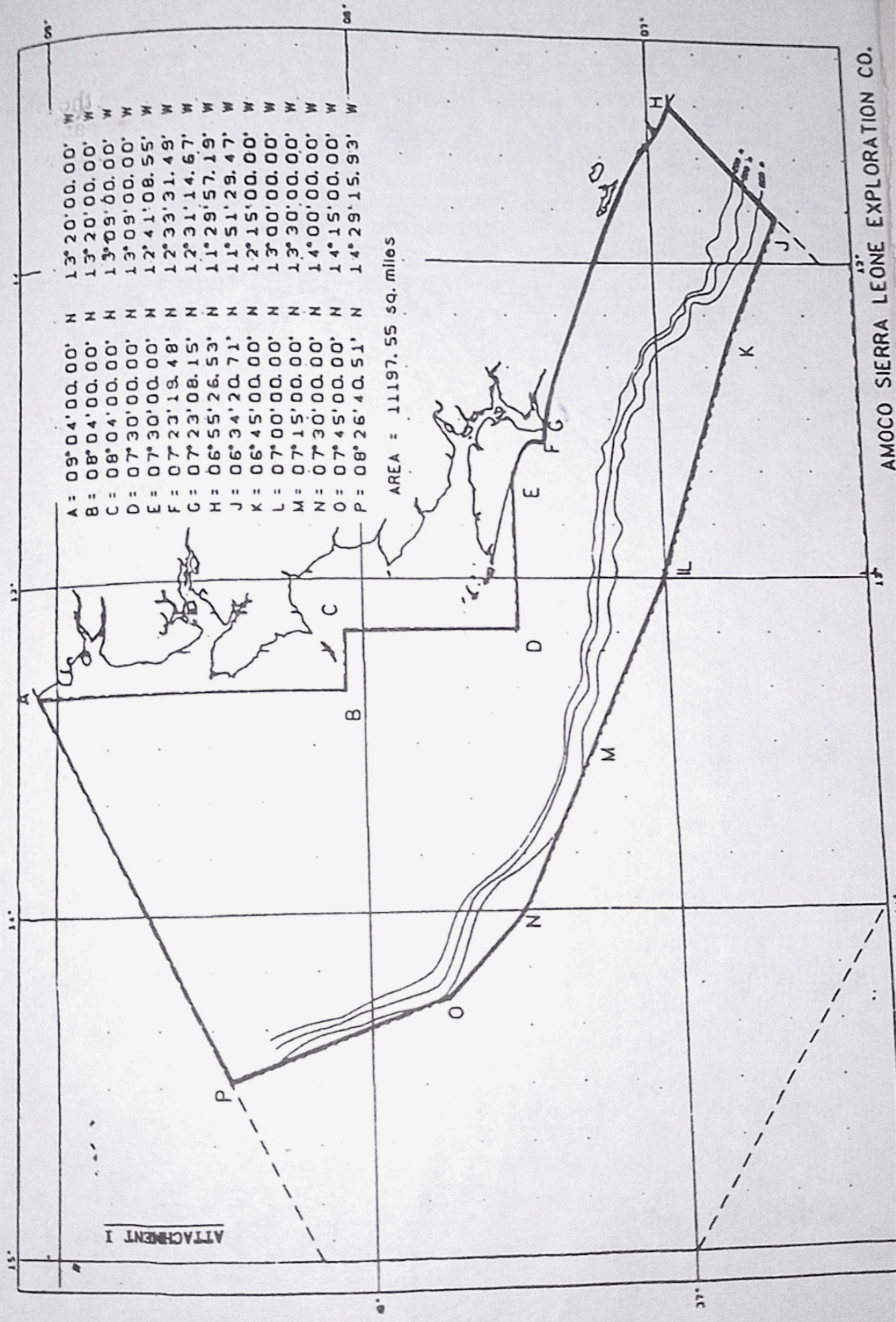
1. Upon the "Effective Date", as hereinafter defined, Amoco Sierra Leone Exploration Company shall become a party to the Agreement

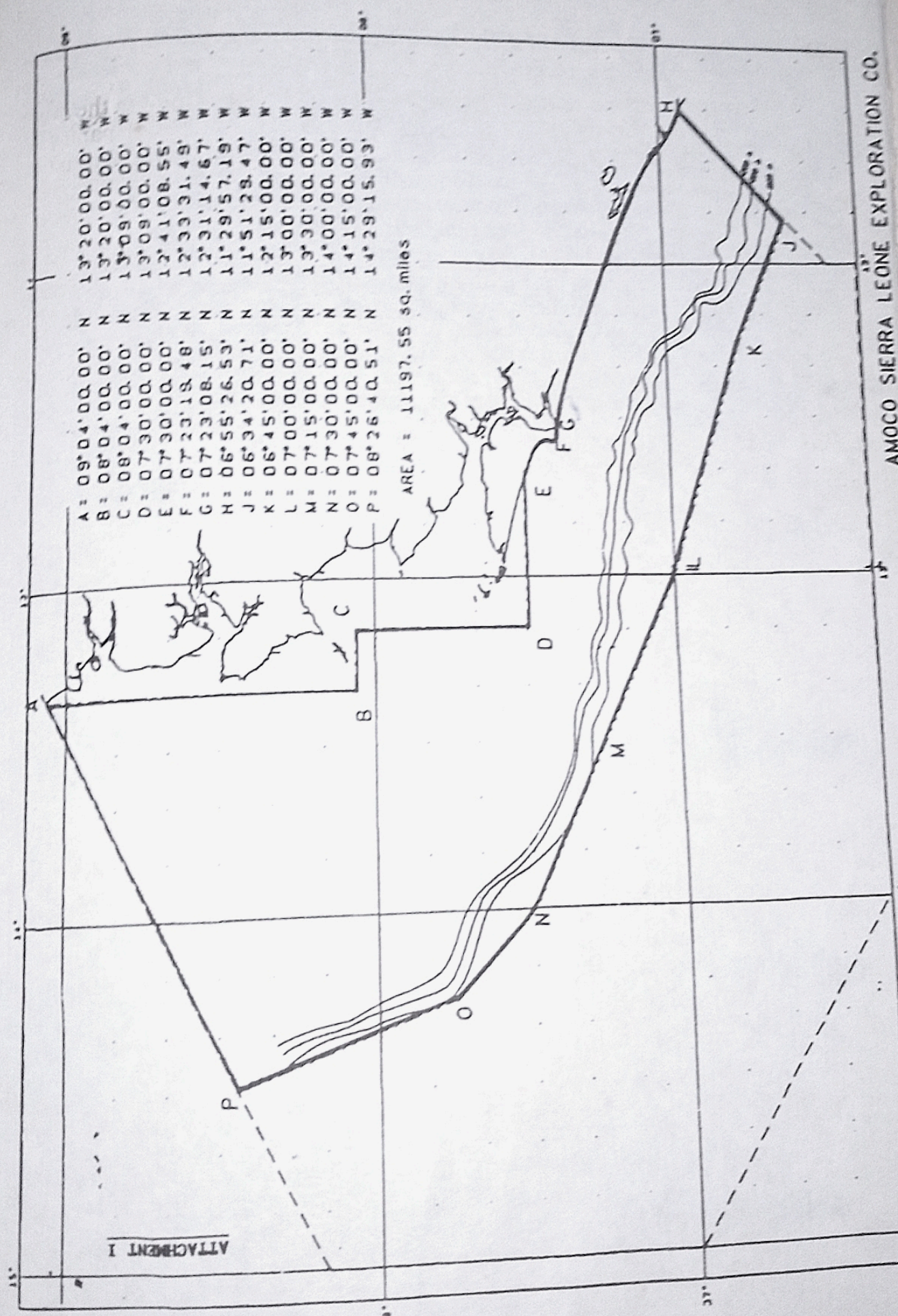
- (a) For the purposes of the appointment of an arbitrator in the event of the failure of either the Government or the Companies to appoint an arbitrator, and for the purpose of the appointment of the third arbitrator in the event of the failure of the first two arbitrators appointed to make an appointment, the appointing authority designated by the Government and the Companies shall be the Secretary-General of the International Chamber of Commerce. In the event the Secretary-General of the International Chamber of Commerce fails to make such appointment, the appointing authority shall be the Secretary-General of the International Centre for settlement of Investment Disputes.
- (b) The number of arbitrators shall be three.
- (c) The arbitration shall be held in London, England, in the English language. The parties agree to exclude any right of application or appeal to the English Courts in connection with any question of law arising in the course of the arbitration or with respect to any award made. The arbitrator's decision shall be final and binding and judgement upon any award rendered may be entered in any Court having jurisdiction.

The laws of Sierra Leone and such rules of international law as may be applicable, shall apply.

The Republic of Sierra Leone and the Companies hereby irrevocably waive any claim to immunity in regard to any proceedings to enforce any arbitral award rendered by a tribunal constituted pursuant hereto, including, without limitation, immunity from service of process, immunity from jurisdiction of any courts and immunity of such of its property as is of a commercial nature from execution."

4. All other terms and provisions of the Agreement and Licence not specifically amended or modified hereunder shall remain in full force and effect. The Government hereby certifies that as of the date hereof, Oxoco and Aracca have satisfied all financial and work obligations required by the Agreement and Licence, and the Agreement and Licence are of good standing and in full force and effect.
5. Promptly following the execution of this Amendment, the Government will introduce and use its best endeavours to cause to be passed legislation for the purpose of ratifying and confirming this Amendment and implementing the terms hereof. The "Effective Date", as referred to in Section 1 of this Amendment, shall be the date upon which such legislation shall have been enacted by the Government and the Companies so notified. If such legislation shall not be duly passed and become law prior to July 9, 1984 or within such extended time as the Companies may in writing agree, this Amendment shall be of no further effect and all rights and obligations





A =	09°04'00.00'	N	13°20'00.00'	W
B =	08°04'00.00'	N	13°20'00.00'	W
C =	08°04'00.00'	N	13°09'00.00'	W
D =	07°30'00.00'	N	13°09'00.00'	W
E =	07°30'00.00'	N	12°41'08.55'	W
F =	07°23'18.48'	N	12°33'31.49'	W
G =	07°23'08.15'	N	12°31'14.67'	W
H =	06°55'26.53'	N	11°29'57.19'	W
J =	06°34'20.71'	N	11°51'28.47'	W
K =	06°45'00.00'	N	12°15'00.00'	W
L =	07°00'00.00'	N	13°00'00.00'	W
M =	07°15'00.00'	N	13°30'00.00'	W
N =	07°30'00.00'	N	14°00'00.00'	W
O =	07°45'00.00'	N	14°15'00.00'	W
P =	08°26'40.51'	N	14°29'15.93'	W

hereunder shall cease and terminate and Amoco shall not become a Party to the Agreement and Licence and shall have no further obligations hereunder. It is understood that should Amoco become a Party to the Agreement and Licence, it shall be free to withdraw from the Agreement and Licence during the First Renewal period after completion of the initial 1,000 kilometer seismic programme described in Section 2.1 of this Amendment. The Minister shall approve any such re-assignment to Oxoco and Aracca necessary to effect Amoco's withdrawal in this event.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the Honourable Hassan Kanu, Esq.
for and on behalf of the Government
of Sierra Leone in the presence of:

} (Sgd.) HASSAN KANU

(Sgd.) H. S. KALIL
Director of Mines.

SIGNED, SEALED AND DELIVERED
by the legally authorised representative
of OXOCO INTERNATIONAL in the
presence of:

} (Sgd.) GERALD R. COLLE

(Sgd.) ARTHUR LAKE
Consultant

SIGNED, SEALED AND DELIVERED
by the legally authorised representative
of ARACCA PETROLEUM CORPORATION
in the presence of:

} (Sgd.) MARVIN BILL

(Sgd.) ARTHUR LAKE
Consultant.

SIGNED, SEALED AND DELIVERED
by the legally authorised representative
of AMOCO SIERRA LEONE EXPLORA-
TION COMPANY in the presence of:

} (Sgd.) M. S. COFFIELD

(Sgd.) ARNOLD J. B. GOODING
3 Walpole Street, Freetown,
Legal Adviser.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the Honourable Hassan Kanu, Esq.
for and on behalf of the Government
of Sierra Leone in the presence of:

} (Sgd.) HASSAN KANU

(Sgd.) H. S. KALIL
Director of Mines.

SIGNED, SEALED AND DELIVERED
by the legally authorised representative
of OXOCO INTERNATIONAL in the
presence of:

} (Sgd.) GERALD R. COLLEY

(Sgd.) ARTHUR LAKE
Consultant

SIGNED, SEALED AND DELIVERED
by the legally authorised representative
of ARACCA PETROLEUM CORPORATION
in the presence of:

} (Sgd.) MARVIN BILLET

(Sgd.) ARTHUR LAKE
Consultant.

SIGNED, SEALED AND DELIVERED
by the legally authorised representative
of AMOCO SIERRA LEONE EXPLORA-
TION COMPANY in the presence of:

} (Sgd.) M. S. COFFIELD

(Sgd.) ARNOLD J. B. GOODING
3 Walpole Street, Freetown,
Legal Adviser.

Passed in Parliament this 8th day of August in the year of our Lord one thousand nine hundred and eighty-four.

R. C. O. GILPIN-JACKSON, J.P.
Acting Clerk of Parliament

THIS PRINTED IMPRESSION has been carefully compared by me with the Bill which has passed Parliament and found by me to be a true and correctly printed copy of the said Bill.

R. C. O. GILPIN-JACKSON, J.P.
Acting Clerk of Parliament