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Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/3 Tab settings ⇔ ⇔ ⇔	RECORD,	102611333
	ommissioner of Patents and	Trademarks: Please record the attac
1. Name of conveying p	arty(ies):	2. Name and add Name: Ikdam

Merger

___Change of Name

J.S. Patent and Trademark Office attached original documents or copy thereof. address of receiving party(ies) dam Production SA Internal Address: _____ Street Address: 135 rue Jean-Jacques Rousseau ISSY-LES-COUNTRY: FRANCE City: MOULINEAUX State: Zip: 92138 Additional name(s) & address(es) attached? 🗾 Yes 🔲 No If this document is being filed together with a new application, the execution date of the application is:___ B. Patent No.(s) 5,944,448; $6,435,12\overline{4}$ Additional numbers attached? Yes ✓ No 6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41).....\$_80.00 Enclosed Authorized to be charged to deposit account (IF FEE INSUFFICIENT OR NO CHECK ATTACHED) 8. Deposit account number: 50-0573 DO NOT USE THIS SPACE November 25, 2003

DEPARTMENT OF COMMERCE

Mail documents to be recorded with required cover sheet information to: of Patents & Trademarks, Box Assignments Washington, D.C. 20231

Total number of pages including cover sheet, attachments, and documents: 17

00000015 594444

9. Signature.

Amy E. Carroll

Brovig RDS Limited

3. Nature of conveyance: Assignment

Execution Date:

Security Agreement

Other LICENSE AGREEMENT

4. Application number(s) or patent number(s):

concerning document should be mailed:

Amy E. Carroll

Street Address:___1500 K Street, N.W.

City: Washington State: DC Zip: 20005

Name of Person Signing

Internal Address:

Suite 1100

A. Patent Application No.(s)

5. Name and address of party to whom correspondence

Drinker Biddle & Reath LLP

3/8/02

Additional name(s) of conveying party(ies) attached? Yes No

PATENT REEL: 014725 FRAME: 0454

Date

Additional receiving parties (licensees):

Coparex Netherlands BV 3 Postbus 91434 The Hague, The Netherlands 2509 EA

Coparex International SA 135 rue Jean-Jacques Rousseau Issy-les Moulineaux, France 92138

Atlantis Isis Ltd Leconfield House Curzon Street London, United Kingdom W1Y 7FB

LICENCE AGREEMENT

Certified a true and communications

PARTIES

- (1) BROVIG RDS LIMITED a company incorporated under the laws of Scotland (Registered Number SC144236) and having its registered office at Commercial House, 2 Rubislaw Terrace, Aberdeen AB10 IXE (the "Company"); and
- (2) **IKDAM PRODUCTION SA** a French Société Anonyme with a share capital of 40.000 Euros, with registered offices at 135 rue Jean-Jacques Rousseau, 92138 Issy-les-Moulineaux, registered with the Registry of Commerce and Companies of Nanterre under the number B 433 912 920 ("Ikdam Production"); and
- (3) COPAREX NETHERLANDS BV a Dutch company with registered offices located at Bordewijklaan 3 Postbus 91434 2509 EA The Hague The Netherlands ("Coparex Netherlands"); and
- (4) COPAREX INTERNATIONAL SA a French Société Anonyme with a share capital of 24.375.135 Euros with registered offices at 135 rue Jean-Jacques Rousseau 92138 Issy-les-Moulineaux Cedex France and registered with the Registry of Commerce and Companies of Nanterre under the number B572199164 ("Coparex International"); and
- (5) ATLANTIS ISIS LTD a company incorporated in England and Wales, with registered offices at Leconfield House, Curzon Street, London W1Y 7FB, registered with Companies House under number 4051818 ("Atlantis"); and

RECITALS

- (A) The Company is the proprietor of the IP (defined below).
- (B) Pursuant to a Settlement Agreement dated 8 March 2002 and as a consideration thereof, the Company has agreed that it will grant licence rights in respect of the use and exercise of the IP in favour of the Licensees (defined below) and now does so on the terms set out herein.

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1. **DEFINITIONS**

1.1 In this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:-

"IP" means all intellectual property of whatever nature anywhere in the world and all rights pertaining thereto whether recorded or registered in any manner or other vise (including without prejudice to the foregoing generality the patents, tradentalks, improvements and inventions, registered designs and any applications for any of the cone. copyright, database rights (howsoever so called) design rights, trade secrets, know-base all other legal rights protecting intangible proprietary information) for the time being and d by the Company at the date hereof or which the Company subsequently discovery becomes entitled to in so far as relating to the TCMS system as set out in the Social ie hereto, as well as any registered and/or non-registered improvement, enhancer a modification to the TCMS system or invention or product in relation thereto, and are iy, without limitation, enhancements and modifications to the TCMS system which have developed in relation to the Isis field and related tie-backs and the floating production adstorage vessel (FPSO) "Ikdam".

"Licensees": means Ikdam Production, Coparex Netherlands, Coparex International and Atlantis.

"Operative Date": operative date means the date of execution of the Scott and Agreement, whereupon this duly registered Licence Agreement shall come into full and effect.

"Settlement Agreement": the settlement agreement executed on 8 March 2002 between the parties, amongst others.

"Schedule": the schedule which is attached to and forms part of this Agreement.

"Territory": the world.

1.2 References to clauses shall mean clauses of this Agreement and headings and page of are for ease of reference only and shall not affect the interpretation.

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1.3 Words in this Agreement in the singular shall include the plural and vice versa.

2. LICENCE

The Company hereby agrees with effect from the Operative Date to grant to the Licensees a non-exclusive, irrevocable, royalty-free personal licence to use the IP in the Territory for the duration of this Agreement subject to the terms of this Agreement, pursuant to which each of the Licensees may make full, unencumbered use of the IP on the Isis field and related tie-backs and, in the capacity of operator of, and participant in an hydrocarbon field, anywhere else in the world, regardless of whether the IP is used in relation to the « Ikdam » FPSO or another vessel.

3. NO SUB-LICENSING

Subject to clause 10 below, the Licensees shall not be entitled to grant sub-licences to third parties without the prior written consent of the Company.

4. CONCERNING THE IP

- 4.1 The Company shall, subject as hereinafter mentioned, for the duration of this Agreement at its own cost diligently perform all necessary formalities to effect the transfer of the IP from Victoria Oilfields Ltd to Brovig-RDS and take all reasonable action to obtain all currently subsisting patent applications and other current IP registrations and re-registrations and pay all renewal fees and do all such acts and things as may be necessary to maintain the IP to the extent so currently registered or filed for registration and shall produce to the Licensees on request the receipt for such renewal fees and in default shall recognise the right of the Licensees to pay the same and the Company shall indemnify the Licensees in respect of any costs incurred therein, but all of the preceding only to the extent that such applications, registrations and re-registrations occur in jurisdictions in which the Company has already made registrations or applications. Any formalities in respect of the IP in other jurisdictions and which the Company does not wish to undertake, shall be at the cost of the Licensees.
- 4.2 The Company undertakes for the duration of this Agreement (a) not to abandon or allow to lapse the IP, unless the Company shall first have notified the Licensees otherwise in writing in which case the Company shall transfer the relevant IP items to Coparex and Atlantis and shall provide all reasonable assistance to register the relevant IP in the name of

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Coparex and Atlantis and (b) not to amend or re-file the specification of any IP within the scope of this Agreement for the duration of this Agreement without the consent of the Licensees, but such consent shall not be unreasonably withheld.

- The Company shall at its own cost instruct its patent agents to keep the registered IP under review and to provide reports in writing, in each case conforming with customary industry standards, to the Licensees on the status of the registered IP and this Licence. Any of the Licensees shall be entitled to give the patent agents instructions in connection with any matter that they might reasonably consider necessary to protect their respective rights under this Licence, at their own cost and expense, unless otherwise agreed with the Company.
- 4.4 Subject to the provisions of Clauses 6 and 7, the Licensees shall at their own cost and expense be entitled to raise and defend proceedings in protection of the IP rights conferred by this Licence, but shall on a continuing basis save and render the Brovig Group harmless against all related cost, expense and liability in connection therewith.
- 4.5 The Licensees shall to the extent reasonable and customary in each applicable jurisdiction assist the Company as may be reasonably necessary (including by executing any necessary documents) in recording the Licensees as licensees of the IP, (including such of the applications as mature into registrations during the period of this Agreement), and the Licensees hereby agree that such entry may be cancelled by the Company on termination of this Agreement, for whatever reason, and that they will assist the Company so far as may be necessary to achieve such cancellation including by executing at the request of the Company any documents necessary for that purpose.
- 4.6 No use shall be made of the IP by any of the Licensees or any parties deriving rights from any of them, otherwise than in compliance with such reasonable quality assurance standards as may from time to time be agreed between the Company and the relevant Licensee and/or party deriving rights from such Licensee.
- 4.7 Coparex, Atlantis Isis and Ikdam Production shall save and hold the Brovig Group harmless against all liability, cost and expense arising out of or in connection with use by any of them of the IP or any such use by any other party deriving user rights from any of them, with the exception of:

(b) or b

- claims arising out of or in connection with any breach of Brovig's warranty (i) hereinafter granted;
- claims arising out of or in connection with any failure by Brovig to properly (ii) maintain the IP to the extent it is required by the terms hereof so to do;
- (iii) claims arising out of or in connection with Brovig's gross negligence or wilful misconduct.
- Coparex, Atlantis and Ikdam Production shall take out insurance coverage, including 4.8 Brovig as an insured party, being adequate to prudent industry standards, covering all protection and indemnity liability arising out of or in connection with the use of the IP by either Coparex, Atlantis, Ikdam Production or any party deriving any user-rights from any of them. It is expressly understood and agreed between the parties that, for the purpose of the present Licence Agreement, such insurance coverage will currently be satisfied by coverage which shall correspond to insurance policies listed exhaustively in schedule 2 hereto, but such coverage shall from time to time be reviewed by agreement between the parties, in light of then prevailing circumstances and available coverage in the international insurance markets, so that Coparex, Atlantis and Ikdam Production shall at all times have either taken out insurance coverage in accordance with the preceding requirements or decided, at their sole discretion, to self-insure for any relevant risk.

Coparex, Atlantis and Ikdam covenant and agree that, in case they decide to self-insure as set forth above, they will notify Brovig of such decision with reasonable notice so that Brovig can decide to take out insurance coverage on its own behalf.

5. WARRANTY

As of the date hereof the Company warrants that it is the proprietor of the currently registered IP and that the use thereof by the Licensees under this Agreement will not in relation to each such registered IP item infringe the rights of any third parties in the territories included by such registration, but only to the extent such registration grants to the Company exclusive, valid, binding and enforceable rights in relation to the subject matter thereof.

INFRINGEMENTS 6.

6.1 If any infringement or threatened infringement of any of the IP comes to the knowledge of any of the Licensees it shall forthwith notify the Company in writing giving particulars thereof.) of his

of any of the Licensees in the Territory and the Company does not within three months after written notice from that Licensee of such prejudicial effect institute proceedings to prevent such infringement that Licensee may forthwith, subject to the provisions of Clause 7, by notice in writing to the Company institute proceedings at its own expense in the name of the Company and shall be entitled to retain all damages, if any, recovered in such proceedings, but shall on a continuing basis save and render the Brovig Group harmless against all related cost, expense and liability.

7. INDEMNITY

The Company shall be liable for and will indemnify any Licensee against any and all reasonable liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by that Licensee whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any breach by the Company of the warranty in Clause 5.

8. INDUSTRIAL CO-OPERATION RELATING TO IMPROVEMENTS AND IMPROVEMENT INVENTION

- 8.1 If any of the Licensees or their respective employees shall at any time devise, discover or acquire rights in any improvement of the Intellectual Property, it shall own such improvement. However, it shall to the extent that it is not prohibited by law or by any undertaking given to any other person (other to an associated company) or by considerations relating to the securing of a patent or other intellectual property right promptly notify the other parties under this Agreement in writing giving details of it and provide to the others such information or explanations as the others may reasonably require to be able effectively to utilise the same and in any case where a party applies for a patent or other intellectual property right in respect of any such improvement it shall grant to the others for the duration of such intellectual property a non-exclusive royalty-free licence throughout the Territory under such application and any intellectual property right granted pursuant to it.
- 8.2 In the circumstances set out in Clause 8.1 any improvements so devised, discovered or acquired shall, where possible, to reasonable and customary extent in each applicable jurisdiction, be registered on the appropriate intellectual property register at the cost of the

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party owning such improvement and any licences granted under said Clause 8.1 shall be granted at the expense of the party accepting such licence.

- Any intellectual property right granted to and accepted by the Company in the Territory in respect of any application regarding an improvement shall be deemed to be included in the expression "Intellectual Property" for the purpose of this Agreement and the Company undertakes to endorse hereon a suitable memorandum of the extension of this Agreement to such intellectual property right for the purpose of registration on the appropriate intellectual property register or to execute such other document as may be necessary therefore.
- 8.4 Such information as is provided by one party to the other parties under clause 8.1 shall be subject to the provisions of clause 9.

9. CONFIDENTIAL INFORMATION

- Any information which shall have been communicated by any party to the others in confidence under this Agreement, or which by its nature ought to be regarded as confidential, shall be treated by the recipient as confidential, but subject always to statutory disclosure obligations.
- Any information communicated to one party hereunder may be disclosed by that party to any subcontractor or sub-licensee properly appointed in accordance with this Agreement provided that the disclosing party procures that such disclosure is limited to such officers or employees of the sub-contractor or sub-licensee who need to have access to such information.
- 9.3 The Licensees may disclose to third parties that they are the Company's Licensees for the IP and the TCMS system, provided it is clearly specified that the Company is the proprietor of such IP, subject to provisions of clause 8.1 above.

10. TRANSMISSION OF RIGHTS

10.1 The benefit of the rights granted to the Licensees by this Agreement shall be personal to the Licensees who shall not without the prior consent in writing of the Company mortgage or charge the same to any third party nor assign the same or part with any of their rights or obligations under the licence herein granted save that they may assign their interests in this Licence Agreement to any of their subsidiaries in which they hold, whether directly or

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indirectly, a 50% interest or more. No permission to assign this Agreement or any of the rights thereunder in this licence shall operate unless the assignee undertakes in favour of the Company to abide by the obligations hereof.

10.2 It is understood and agreed that any assignee, transferee, sub-licensee or successor in title to the Company shall be bound by the terms of this Licence as if it was the original party to the Licence.

11. TITLE

The Company shall retain all right, title and interest in the IP (including, without ling them, all copyrights and registrations, patents and applications, trademarks, trade secrets, and rights and other IP rights and any applications for the protection or registration of the rights and all renewals and extensions thereof throughout the world). Except for the large granted pursuant to this Agreement, the Licensees shall not acquire any interest in or a tray of the IP.

12. DURATION

Subject to the provisions for termination hereinafter contained this Agreement shall at a strom the Operative Date and shall continue in force for the duration of the bond, without limitation, until expiry of the last to expire of any IP in the Territory.

13. TERMINATION

- 13.1 In the event that any of the Licensees:
 - (i) is in material breach of any of its obligations under this Agreement and remedy the breach (if capable of remedy) within a period of thirty days after of written notice requiring such remedy; or
 - (ii) commences any voluntary winding up or insolvency proceeding, is adjudic in insolvent by a competent court of first instance, generally suspends or condischarge its obligations as and when due, or otherwise admits, implicitly or otherwise, its inability to discharge its obligations as and when due;

the Company shall in relation to such Licensee be entitled to forthwith terminate its under this Agreement, by giving notice to such effect, whereupon such Licensee and all action reasonably requested of it by the Company in order to give force and such termination, but such termination shall be without prejudice to the rights of against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others which may have accrued up to the date of such termination and against the others.

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without prejudice to the right of the other Licensees and any properly appointed assignee, transferee, sub-licensee or successor in title.

Such a termination shall not release the Licensees or any assignee, transferee, sub-licensee or successor in title to observe and abide by the provisions of Clause 9 hereof.

The Licensees shall be entitled to terminate this Agreement at their convenience by giving one month's written notice to the Company.

14. ANCILLARY PROVISIONS

- If a dispute arises out of in connection with this Agreement, the parties will, with the help of the Centre for Dispute Resolution (CEDR) seek in good faith to resolve it by alternative dispute resolution. If the parties fail to agree terms of settlement within twenty-eight days of commencement of the procedure then any party shall have the option of commencing litigation and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts. The commencement of the procedure is defined as the commencement of the first dispute resolution meeting.
- 14.2 Communications between the parties shall be in writing, to the extent reasonably possible by facsimile or personal delivery, and shall be deemed to be received upon delivery or upon completed facsimile transmission against a report of successfully completed transmission generated by the facsimile machine used in transmission (unless outside normal business hours on a normal business day at the place of receipt, in which case receipt shall be deemed to take place at the commencement of normal business hours on the next occurring such normal business day), and in case of facsimile communication, provided that a copy thereof shall be simultaneously posted, in each case addressed to the recipient at its registered office or at the recipient's address set out above or at such other address as may from time to time be communicated, and each of the parties undertakes promptly to confirm receipt of all such notifications, other than such confirmations.

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14.3 This Agreement shall be construed and governed according to the laws of Scotland and shall be deemed to have been made in Scotland.

LASTLY, these presents are signed in implementation of an agreement in identical terms signed by the parties hereto by fax on 8^{th} March 2002 and take effect from 8^{th} March 2002 notwithstanding the date or dates hereof.

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IN	WITNESS whereof	presents on this	and the preced	ing pages together	with the Sched	ules are
exe	ecuted as follows:					
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Willem Vien't Sprighen **SIGNED** by the duly authorised representative of COPAREX INTERNATIONAL at day of MARCH 2002 on the 13 in the presence of:-Witness Name Annabelloure Chevallier-3 Address 6. rue Lau Waley 75 MG PARIL- France Occupation .. Attorney Willem Van't Sjijker. SIGNED by the duly authorised representative of COPAREX NETHERLANDS BV MMRCH 2002 on the $\sqrt{3}$ day of in the presence of:-Je soussigné M^o Jean TARRADE notaire associé à PARIS Witness certifie la signature de Name Annotel Lane CHOLAllier - SMITAN M. VANT SPILKER OF MUC CHEALLIER - SAMPARTY Address . 6. rue . Paul . Volen.... apposée ci-susu 75-116 PARLS - France PARIS, le 5 burn 2002 Occupation A Horney.... **SIGNED** by the duly authorised representative of ATLANTIS ISIS Limited at 7554 day of MARCH 2002 on the 22 in the presence of:-Witness S.M. Name Sulvience Keerte Some 1961) Address .. 19.5. rue Jean Jugues Bounce S.2.130 Monlineur République Française Occupation . E. o.e. on timer. Secret Te present acte public 2. - a etc signé par SCTARRE 4. — est reveru du scenu de ... A. F. Centre ATTESTE 2....le/9/4/20... près la Cour d'Appel

These are the Schedules referred to in the foregoing Agreement among Brovig RDS Limited, Ikdam Production, Coparex Netherlands, Coparex International and Atlantis Isis.

SCHEDULE 1

Part 1 The Patents

Spec No	Jurisdiction	Brovig Ref	Title	Patent/A p Number	Status
1	United Kingdom	P14728C	Mooring and Flowline System	2296904B	Granted
2	USA	P14728D	Mooring and Flowline System	5,944,448	Granted
3	Norway	P14728A	Mooring and Flowline System	960847	Pending
4	Denmark (EP)	P14728G	Mooring and Flowline System	0,729,882	Granted
4	France (EP)	P14728E	Mooring and Flowline System	0,729,882	Granted
4	Greece (EP)	P14728H	Mooring and Flowline System	0,729,882	Granted
4	Italy (EP)	P14728F	Mooring and Flowline System	0,729,882	Granted
4	Netherlands (EP)	P14728I	Mooring and Flowline System	0,729,882	Granted
5	Tunisia	P25232A	Modified TCMS	00.040	Pending
5	United Kingdom	P25232B	Modified TCMS	0102988.3	Pending
5	USA	P25232C	Modified TCMS	09/777606	Pending
6	United Kingdom	P21189-	Catch: "Side Loading Spread Mooring" IP Title: "Mooring System"	9903565.1	Pending

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SCHEDULE 1

Part 2
The Trade Marks

Jurisdiction	Brovig Ref.	Mark	Number	Status
United Kingdom	T20146	TCMS	2134954	Registered
USA	T20146A	TCMS	75-326,868	Registered
Norway	T20146B	TCMS	192544	Registered

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SCHEDULE 2

Insurance Programme covering the FPSO « Ikdam » Summary

Brokers: Marsh Marine & Energy (Oslo)

Anglo-Nordic (Oslo)

Following the sale of the vessel from Brovig to Ikdam Production, the following insurance coverage has been transferred to and continued by Ikdam Production according to the provisions of the Bareboat Charter Party Agreement CI 9802 and the Operating Contract CI

9803:

Hull & Machinery – Operating risk Hull interest – operating policy	Atlantis Technology Services Tunisia AS Brovig ASA, Oslo Co-assured: ANZ, as agent on behalf of the lenders and mortgagees MPC, as managers Brovig ASA, as subcontractor Expro Gulf Ltd., as subcontractor Expro Overseas Inc., as subcontractor SAROST, as subcontractor	Nov.30, 2001 Nov.30, 2002	40,800,000	Norwegian Marine Insurance Plan Chapters 1-9 and 18	deductible: 200,000 any one accident or occurence - Collision od striking liability in 1,000 any one accident or occurence
operating policy	idem	idem		Ni-a i i i	1
			10,200,000	Norwegian Marine Insurance Plan Chapters 1-9 and 18 (14-1)	0
Freight Interest – operating policy	idem	idem	10,200,000	Norwegian Marine Insurance Plan Chapters 1-9 and 18 (14-2)	0
			E		
Hull & Machinery - War risks	idem	Nov.30, 2001 Nov.30, 2002	40,800,000	Norwegian Marine Insurance Plan Chapters 1-9 and 15	0
Hull interest - War risks	idem	idem	10,200,000	idem	0
Freight Interest - War risks	ldem	idem	10,200,000	idem	0
Protection and Indemnity	Ikdam Production SA Coparex Netherlands BV Brovig ASA, Oslo Atlantis Technology Services Tunisia AS MPC, Oslo and Aberdeen MPC, Succursale de Tunisie	Feb.20, 2002 Feb.20, 2003	500,000,000	Gards Statutes and Rules for P&I Cover for mobile offshore units. Gard, Arendal	5,000 any one event, including costs
Comprehensive General Uability	idem	ldem	10,000,000	Comprehensive General Liability Insurance in respect of offshore contractors and operators. Gard, Arendal	25,000

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Interests	Assured	Period	Sums Insured / Limits (USD)	Conditions	Deductibles
Subsea Equipment including risers, flowlines and other subsea equipment that is the responsibility of the assured to insure	Ikdam Production SA Coparex Netherlands BV Atlantis Technology Services Tunisia AS Brovig ASA, Oslo Co-assured: ANZ. as agent on behalf of the lenders and mortgagees MPC, as managers Brovig ASA, as subcontractor Expro Gulf Ltd., as subcontractor Expro Overseas Inc., as subcontractor SAROST, as subscontractor	Nov.30, 2001 Nov.30, 2002	20,000,000	All risks of Physical Loss and Physical damage	250,000 any one accident or occurence
General Third Party Llability	idem	idem	25,000,000 any one accident or occurence	General Third Party Liability In respect of the assured's operations (per H&M and Subsea equipment) but excluding claims recoverable from the assured's P&I Entry	50,000 any one accident or occurence

REEL: 014725 FRAME: 0470

RECORDED: 11/25/2003