

6 2845

SHARE SALE AGREEMENT

between

Aurelian Oil & Gas Limited

and

Ramco Energy plc

Acquisition of shares held in Medusa Oil & Gas Limited

CERTIFIED A TRUE COPY

Christopher Moar.

CHRISTOPHER G. MOAR
COMPANY SECRETARY
RAMCO ENERGY PLC.



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THIS SHARE SALE AGREEMENT is made on 17 December 1999

Between

Aurelian Oil & Gas Limited, a company registered in England and Wales No. 2904794 and having its registered office at 6/7 Pollen Street, London W1R 9PJ ("the Vendor")

And

Ramco Energy plc a company registered in Scotland No. 62845 and having its registered office at 4 Rubislaw Place, Aberdeen AB10 1XN ("the Purchaser")

INTRODUCTION

The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares on the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:-

1. INTERPRETATION

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

"Company"	means Medusa Oil & Gas Limited a company registered in England and Wales No. 3390249 and having its registered office at 142 South Street, Dorking, Surrey RH4 2EV.
"Completion"	completion of the sale and purchase of the Sale Shares.
"Completion Date"	means 17 th December 1999.
"Consideration"	means the consideration set out in Clause 3.
"Consideration Shares"	means one hundred and ninety four thousand and thirty ordinary shares of 10p each in the Purchaser.
"Effective Date"	31st December 1999.
"Purchaser's Solicitors"	Ledingham Chalmers, 1 Golden Square, Aberdeen, AB10 1HA.
"Sale Shares"	The 900,000 ordinary shares of £1 each held in the capital of the Company by the Vendor.

"Subsidiary"	has the meaning given in section 736 Companies Act 1985.
"Warranties"	the warranties and undertakings of the Vendor contained in clause 6.
"Warranty Claim"	any claim made by the Purchaser for breach of any of the Warranties.

1.2 The Introduction and the headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

1.3 In this Agreement, unless the context otherwise requires:

- (a) the singular shall include the plural and vice versa;
- (b) references to any statutory provisions shall be deemed to include any amendment or re-enactment thereof, and any statutory instrument or order made pursuant thereto, for the time being in force;
- (c) a reference to a sub-clause shall be to another sub-clause of the same clause in which the reference appears;
- (d) a reference to a paragraph shall be to another paragraph of the same clause or sub-clause (as the case may be) in which the reference appears;
- (e) the masculine shall include the feminine and neuter and vice versa; and
- (f) "person" means all legal and natural persons (including individuals, firms and companies).

2. SALE AND PURCHASE

2.1 The Vendor shall sell as beneficial owner and the Purchaser shall purchase the Sale Shares with effect from Completion free from any lien, charge, encumbrance, claim, option or other rights of any third party and with all rights attached or accrued thereto.

2.2 The aggregate consideration for the sale and purchase of the Sale Shares shall be the Consideration.

2.3 The Vendor waives and discharges any pre-emption rights it may have under or by virtue of the Articles of Association of the Company, statute, contract or otherwise in relation to the transfer of any of the Sale Shares.

3. CONSIDERATION

3.1 The Consideration will be the allotment of the Consideration Shares.

The Consideration Shares will be allotted at Completion in accordance with Clause 4.1.

4. COMPLETION

- 4.1 Completion shall take place at the offices of the Purchaser's Solicitors (or at such other place as the Purchasers shall request) on the Completion Date when the following shall take place in the following order.
- (a) The Vendor shall deliver to the Purchaser duly completed and signed transfers of the Sale Shares in favour of the Purchaser or as it may direct together with the relative share certificates (or indemnities in such form as the Purchaser may require in respect of any of the same which may be lost);
 - (b) Subject to the prior compliance by the Vendor of its obligation under sub clause 4.1 (a) the Purchaser will allot the Consideration Shares credited as fully paid and deliver the relative share certificates to the Vendor.
- 4.2 In the event that the requirement specified in sub-clause 4.1 (a) does not take place, then the Purchaser shall be entitled in its sole discretion to either (a) waive the same or (b) rescind this Agreement without prejudice to any other remedy it may have.
- 4.3 The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all of the Sale Shares is completed simultaneously and in accordance with this Agreement.
- 4.4 The Purchaser shall procure that the transfers of the Sale Shares are duly stamped as soon as reasonably practicable. Until the said transfers are duly stamped, the Vendor shall cast the votes attaching to the Sale Shares and exercise its rights in respect of the Sale Shares in such manner as the Purchaser shall direct from time to time.

5. RESTRICTIVE COVENANTS

The Vendor undertakes that it shall not at any time after the Completion Date disclose to any person, or itself use for any purpose, and shall use its best endeavours to prevent the publication or disclosure of, any information concerning the business, accounts or finances of the Company or any of the Company's transactions or affairs of which he has knowledge;

6. WARRANTY

- 6.1 The Vendor represents and warrants to the Purchaser that the Sale Shares are free from any lien, charge, encumbrance, claim, option or other rights of any third party.
- 6.2 The vendor represents and warrants to the Purchaser that (subject to sub-clause 3) the Warranties are true and accurate in all respects as at the date hereof and will be true and accurate in all respects immediately prior to Completion.
- 6.3 The Vendor undertakes in relation to any Warranty which refers to the knowledge, information or belief of the Vendor, that he has made full enquiry into the subject matter

of that Warranty.

7. WAIVER

No failure or delay to exercise any rights under or pursuant to this Agreement shall constitute a waiver, nor shall any partial exercise thereof preclude any further exercise.

8. EXPENSES

All expenses incurred by or on behalf of the parties, including all fees of agents, representatives, solicitors, accountants and actuaries employed by any of them in connection with the negotiation, preparation or execution of this Agreement shall be borne solely by the party who incurred the liability and the Company shall have no liability in respect of them.

9. TIME OF THE ESSENCE

Time shall be of the essence of this Agreement.

10. RIGHTS CUMULATIVE

The rights under this Agreement are cumulative and not exclusive of any other rights under law.

11. NOTICES

Every notice or other communication made under or pursuant to this Agreement shall be in writing, and delivered personally or sent by recorded delivery post to the address of the addressee as set out on the first page of this Agreement or to such other address as may be intimated for the purposes of this clause. Every notice or other communication shall be deemed to have been received when delivered personally, or if sent by recorded delivery, on the second day (not being a Saturday, Sunday or public holiday) after the day of posting.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts with the same effect as if the signatures on the counterparts were upon a single engrossment of this Agreement, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

13. LAW AND JURISDICTION

This Agreement shall be governed in all respects by English law and the parties submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF these presents consisting of this and the preceding pages are signed in duplicate as follows:-

**STOCK
TRANSFER
FORM**

(TRANSFER
BY
COMPANY)

E 3250
TR
31

CERTIFIED A TRUE COPY

Uncler Mor.

CHRISTOPHER A MORRIS, COMPANY SECRETARY

(Above this line for Registrars only)

RAMCO ENERGY PLC

Certificate lodged with the registrar

194,030 ordinary shares of 10p each
in Ramco Energy plc

Consideration Money £650,000

(For completion by the Registrar/Stock Exchange)

Name of undertaking.

Medusa Oil & Gas Limited

Description of Security.

Ordinary Shares of £1 each

Number or amount of Shares,
Stock or other security and, in
figures column only, number
and denomination of units, if
any.

Words

nine hundred thousand

Figures

900,000

at £ 1

(units of)

Name(s) of registered
holder(s) should be given
in full; the address
should be given where
there is only one holder.
If the transfer is not made
by the registered holder(s)
insert also name(s)
and capacity
(e.g. Executor(s) of the
person(s) making the transfer)

In the name(s) of

Aurelian Oil & Gas Limited
6/7 Pollen Street,
London,
W1R 9PJ

We hereby transfer the above security out of the name aforesaid to the
person(s) named below.

Signed

for and on behalf of
Ramco Energy plc

acting

Director

Ramco Energy plc

Director/Secretary

(Delete as appropriate)

Stamp of Selling Broker(s) or, for transactions which are not
stock exchange transactions, of Agent(s), if any, acting for the
Transferor(s).

Date 20/12/99

Full name(s) and full postal
address(es) (including postcode)
of the person(s) to whom the
security is transferred.

Ramco Energy plc
4 Rubislaw Place
Aberdeen
AB10 1XN

Please state title, if any, or whether
Mr., Mrs., or Miss.

Please complete in
type writing or in Block Capitals.

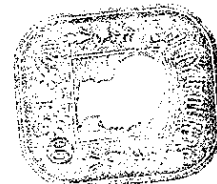
I/We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)

Stamp or name and address of persons lodging this form
(if other than the Buying Broker(s))

RAMCO ENERGY PLC
4 RUBISLAW PLACE
ABERDEEN
AB10 1XN

PLEASE SIGN HERE



FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS EXEMPT FROM STAMP DUTY

Instruments executed on or after 1st May 1987 effecting any transactions within the following categories are exempt from stamp duty :-

- A. The vesting of property subject to a trust in the trustees of the trust on the appointment of a new trustee, or in the continuing trustees on the retirement of a trustee.
- B. The conveyance or transfer of property the subject of a specific devise or legacy to the beneficiary named in the will (or his nominee). Transfers in satisfaction of a general legacy of money should not be included in this category (see category D below).
- C. The conveyance or transfer of property which forms part of an intestate's estate to the person entitled on intestacy (or his nominee). Transfers in satisfaction of the transferees entitlement to cash in the estate of an intestate, where the total value of the residuary estate exceeds that sum, should not be included in this category (see category D below).
- D. The appropriation of property within section 84(4) of the Finance Act 1985 (death: appropriation in the satisfaction of a general legacy of money) or section 84(5) or (7) of that Act (death: appropriation in satisfaction of any interest of surviving spouse and in Scotland also of any interest of issue).
- E. The conveyance or transfer of property which forms part of the residuary estate of a testator to a beneficiary (or his nominee) entitled solely by virtue of his entitlement under the will.
- F. The conveyance or transfer out of property out of a settlement in or towards satisfaction of a beneficiary's interest, not being an interest acquired for money or money's worth, being a conveyance or transfer constituting a distribution of property in accordance with the provisions of the settlement.
- G. The conveyance or transfer of property on and in consideration only of marriage to a party of the marriage (or his nominee) or to trustees to be held on the terms of a settlement made in consideration only of the marriage. A transfer to a spouse after the date of marriage is not within this category, unless made pursuant to an ante-nuptial contract.
- H. The conveyance or transfer of property on within section 83(1) of the Finance Act 1985 (transfers in connection with divorce etc.).
- I. The conveyance or transfer by the liquidator of property which formed part of the assets of the company in liquidation to a shareholder of that company (or his nominee) in or towards satisfaction of the shareholder's rights on a winding-up.
- J. The grant in fee simple of an easement in or over land for no consideration in money or money's worth.
- K. The grant of a servitude for no consideration in money or money's worth.
- L. The conveyance or transfer of property operating as a voluntary disposition inter vivos for no consideration in money or money's worth nor any consideration referred to in section 57 of the Stamp Act 1891 (conveyance in consideration of a debt etc.)
- M. The conveyance or transfer of property by an instrument within section 84(1) of the Finance Act 1985 (death: varying disposition.)

(1) Delete as appropriate

(2) Insert "(A)",
"(B)" or
appropriate
category.

(3) Delete second sentence
if the certificate is
given by the transferor
or his solicitor.

(1) I/We hereby certify that the transaction in respect of which this transfer is made is one which falls within the category(2) above. (1) I/We confirm that (1) I/We have been duly authorised by the transferor to sign this certificate and that the facts of the transaction are within (1) my/our knowledge(3).

Signature(s)

Description ("Transferor", "Solicitor", etc.)

Date

NOTES

- (1) If the above certificate has been completed, this transfer does not need to be submitted to the Controller of Stamps but should be sent directly to the Company or its Registrars.
- (2) If the above certificate is not completed, this transfer must be submitted to the Controller of Stamps and duly stamped. (See below).

FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS NOT EXEMPT BUT IS NOT LIABLE TO AD VALOREM STAMP DUTY

Instruments of transfer, other than those in respect of which the above certificate has been completed, are liable to a fixed duty 50p when the transaction falls within one of the following categories :-

(a). Transfer by way of a security for a loan or re-transfer to the original transferor on repayment of a loan.

(b). Transfer, not on sale and not arising under any contract of sale and where no beneficial interest in the property passes: (i) to a person who is a mere nominee of, and is nominated only by the transferor; (ii) from a mere nominee who has at all times, held the property on behalf of the transferee, (iii) from one nominee to another nominee of the same beneficial owner where the first nominee has at all times held the property on behalf of that beneficial owner. (NOTE - This category does not include a transfer made in any of the following circumstances: (i) by a holder of stock, etc., following the grant of an option to purchase the stock, to the person entitled to the option or his nominee; (ii) to a nominee in contemplation of a contract for sale of the stock, etc., then about to be entered into; (iii) from the nominee of a vendor, who has instructed the nominee orally or by some unstamped writing to hold stock, etc., in trust for a purchaser, to such a purchaser.)

(1) hereby certify that the transaction in respect of which this transfer is made is one which falls within category (2) above.

(1) "I" or "We".

(3)

(2) Insert "a" or "b"

(3) Here set out
concisely the
facts explaining
the transaction.
Adjudication may
be required.

*Signature(s)

*Description ("Transferor", "Solicitor", etc.)

Date

*NOTE - The above certificate should be signed by (1) the transferor(s) or (2) a member of a stock exchange or solicitor or an accredited representative of a bank acting for the transferor(s); in cases falling within (a) where the bank or its official nominee is a party to the transfer, a certificate, instead of setting out the facts, may be to the effect that "the transfer is excepted from section 74 of the Finance (1909-10) Act 1910". A certificate in other cases should be signed by a solicitor or other person (e.g. bank acting as trustee or executor) having a full knowledge of the facts.