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Execution Version

7th AMENDMENT TO THE
PRODUCTION SHARING CONTRACT
BY AND AMONG
THE DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE
REPRESENTED BY THE
AGÊNCIA NACIONAL DO PETRÓLEO DE SÃO TOMÉ E PRÍNCIPE
AND
GALP STP UNIPessoal, LDA
AND
SHELL SAO TOME AND PRINCIPE B.V.
AND
KE STP COMPANY
FOR
BLOCK 11

Amendment Executed on the 8th day of DECEMBER 2020

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THIS SEVENTH AMENDMENT TO THE PRODUCTION SHARING CONTRACT is entered into the
8th day of DECEMBER 2020 among:

- (1) THE DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE (the "State") represented by the Agência Nacional do Petróleo de São Tomé e Príncipe, "ANP-STP";
- (2) GALP STP UNIPessoal, LDA, a company existing under the laws of República Democrática de S. Tomé e Príncipe, registered in the Guiché Único para Empresas with the number A100001/2015, with the tax number 517274968, with registered offices in Avenida da Independência 392 II/III, São Tomé – São Tomé e Príncipe, hereinafter referred to as "GALP";
- (3) SHELL SAO TOME AND PRINCIPE B.V., a company existing under the laws of the Netherlands, registered in the trade register of the Chambers of Commerce with the number 53861922, and registered offices at Carel van Bylandtlaan 30, 2596 HR the Hague, with a branch registered in Sao Tome and Principe registered with the Guiché Único under number 9431/2019 and offices at Bairro Quinta de S. Antonio, em frente a TVS, Distrito de Agua Grande, São Tomé – São Tomé e Príncipe hereinafter referred to as "SHELL";

and

- (4) KE STP COMPANY, a company organized and established under the laws of the Cayman Islands, whose registered office is located at 4th Floor, Century Yard, Cricket Square, Hutchins Drive, Elgin Avenue, George Town, Grand Cayman KY1-1209, Cayman Islands, with a branch registered in Sao Tome and Principe with the Guiché Único para Empresas under nº 9707/20201126 at Condomínio da Praia Lagarto C.P. 987, Distrito de Água Grande, São Tomé - São Tomé e Príncipe, hereinafter named "KE";

WHEREAS

- A. THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE PRINCIPE, represented by ANP-STP, and ERHC Energy EEZ, LDA ("ERHC") entered into the Production Sharing Contract signed with the Democratic Republic of Sao Tome and Principe on 23 July 2014 (the "Contract"), in pursuance of which ERHC obtained the exclusive right to undertake petroleum operations in Block 11 within the Exclusive Economic Zone of Sao Tome and Principe;
- B. Pursuant to clause 19 of the Contract, ANP-STP, ERHC and KOSMOS ENERGY SAO TOME AND PRINCIPE ("KOSMOS") executed on 16 October 2015, a Deed of Assignment by way of which ERHC validly assigned to KOSMOS an eighty-five per cent (85%) participating interest in the Contract.
- C. Pursuant to clause 19 of the Contract, ANP-STP, KOSMOS and GALP executed on 13 December 2016, a Deed of Assignment by way of which KOSMOS validly assigned to GALP

a twenty per cent (20%) participating interest in the Contract.

- D. ANP-STP, GALP and KOSMOS executed the Third Amendment to the Contract on 8 March 2018 to provide a one (1) year extension to Phase I of the Exploration Period and ANP-STP, pursuant to its letter under Ref. No. 157/ANP/GM/2017, dated 2 November 2017, approved the extension;
- E. ANP-STP, GALP and KOSMOS executed the Fourth Amendment to the Contract on 5 July 2019 to amend the minimum Work Program of Phase II of the Exploration Period and the minimum Work Program of Phase III of the Exploration Period and ANP-STP, pursuant to its letter under Ref. No. 301/ANP/DE/2019, granted such amendment;
- F. Pursuant to clause 19 of the Contract, ANP-STP, KOSMOS, GALP and SHELL executed on 7 October 2019, a Deed of Assignment by way of which KOSMOS validly assigned to SHELL a thirty per cent (30%) participating interest in the Contract.
- G. KOSMOS, as Operator and on behalf of the Parties to the Contract has requested a one (1) year extension to Phase II of the Exploration Period and ANP-STP, pursuant to the Government Resolution no. 25/2020 of 17 June 2020 issued its letter under Ref. No. 260/DE/ANP/2020, dated 29 June 2020, grants such extension;
- H. KOSMOS has agreed to assign to KE a thirty-five percent (35%) participating interest in the Contract, and KE has agreed to receive this thirty-five percent (35%) participating interest (the "Assignment");
- I. Pursuant to that same clause 19 of the Contract, ANP-STP, GALP, KOSMOS, SHELL and KE executed on 5th day of December 2020, the Deed of Assignment by way of which KOSMOS validly assigned to KE a thirty-five percent (35%) participating interest in the Contract;
- J. Following the Assignment, the parent company of KE intends to assign the shares of KE to B.V. Dordtsche Petroleum Maatschappi ("DPM") such that KE will become an Affiliate of DPM;
- K. ANP-STP, pursuant to clause 19 of the Contract, by its letter dated 4 December 2020, with Ref. N.º 448/DE/ANP/2020, approved the assignment of shares in recital J. and waived any preferential rights it has under the Contract or under applicable laws to pre-empt the transaction identified in recital J. Consequently, the participating interests held by the Parties in the Contract shall be the following as of that date:

ANP-STP	fifteen per cent (15%);
GALP	twenty per cent (20%);

SHELL thirty per cent (30%);
KE thirty-five per cent (35%);

- L. As a consequence of the Assignment, in accordance with Article 31 (3) of the Framework Law on Petroleum Operations, KE has been approved to assume the role of Operator in Block 11.

ANP-STP, GALP, SHELL and KE (hereinafter collectively identified as the "Parties") hereby execute this amendment to the Contract (the "Amendment") subject to the following terms and conditions:

THEREFORE:

1. By virtue and as a consequence of the assignment of the participation interest referred in recital I. above, the Parties agree to amend the Contract, effective on the date of execution of the Deed of Assignment identified in recital I. and, as of such date:
 - a. All references in the Contract to the Contractor (as defined in the Contract) shall be understood as being made collectively to ANP-STP, GALP, SHELL and KE, to the extent of the participation interests held by each one of them in the Contract. KE shall become the Operator in the Contract, and
 - b. to the extent and where applicable, as of the same date, all references in the Contract to Party or Parties shall include KE.
2. KE shall submit its parent company guarantee as required pursuant to clause 7.13 of the Contract in the form as approved by ANP-STP.
3. As a consequence of this Amendment, as of the date of execution of the Deed of Assignment identified in recital I, the Parties agree that, pursuant to clause 32.1 of the Contract, the following clauses of the Contract are changed as follows:

"30.1 Any notice or other communication required to be given by a Party to another shall be in writing (in Portuguese and in English) and shall be considered as duly delivered if given by hand delivery in person, by courier, by facsimile, or by electronic means of transmitting written communication, which provides written communication of receipt at the following addresses:

AGÊNCIA NACIONAL DO PETRÓLEO (ANP-STP)
Avenida das Nações Unidas, 225 C.P.1048 Sao Tome, Sao Tome and Principe
Attention: Executive Director
Fax: +239-2226937
Tel: +239-2243350

Email: olegario.tiny@anp-stp.st

GALP STP UNIPessoal, LDA
Rua Tomás da Fonseca, Torre A 1600-209, Lisboa, Portugal
Attention: E&P Exploration Manager
Fax: +351-217240991
Tel: +351-218391204
E-mail: roland.muggli@galp.com
Cc: ricardo.dias.ferreira@galp.com

SHELL SAO TOME AND PRINCIPE B.V.
Carel van Bylandtlaan 30 2596 HR The Hague, The Netherlands
Attention: Managing Counsel Exploration
Fax: +31-702774340
E-mail: caroline.vandam@shell.com

KE STP COMPANY
4th Floor, Century Yard, Cricket Square, Hutchins Drive, Elgin Avenue, George Town,
Grand Cayman KY1-1209, Cayman Islands
Attention: License Manager
Fax: +1-214 445 9705
Tel: +1-214 445 9600
E-mail: SaoTomeLicenseManager@KOSMOSEnergy.com
Cc: KOSMOSGeneralCounsel@KOSMOSEnergy.com

4. Capitalized terms in this Amendment not specifically defined herein shall have the same meaning as defined in the Contract.
5. All the remaining provisions of the Contract, which are not expressly modified by this Amendment, shall remain in full force and effect in their precise original terms.

This Deed is signed by the Parties in four (4) originals in the Portuguese language and in four (4) originals in the English language, the Portuguese version being the prevailing one over the English version in case of discrepancy between the two versions.

SIGNED AND DELIVERED for and on behalf of THE STATE represented by the AGÊNCIA NACIONAL DO PETRÓLEO DE SÃO TOMÉ E PRÍNCIPE

Signature: _____

Name: _____

Designation: _____

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In the presence of:

Signature: [Signature]
Name: MARIAM MASINI
Designation: LEGAL DIRECTOR

SIGNED AND DELIVERED for and on behalf of GALP STP UNIPessoal, LDA

Signature: [Signature]
Name: RECORDS FEADUCA
Designation: ATTORNEY IN FACT

Signature: _____
Name: _____
Designation: _____

SIGNED AND DELIVERED for and on behalf of SHELL SAO TOME AND PRINCIPE B.V.

Signature: [Signature]
Name: Jan Philippe
Designation: Attorney in fact

Signature: NOT NEEDED
Name: _____
Designation: _____

SIGNED AND DELIVERED for and on behalf of KE STP COMPANY

Signature: [Signature]
Name: Harry W. Sullivan, Jr.
Designation: Vice President

[Handwritten initials]