

FIRST ADDENDUM TO THE  
PRODUCTION SHARING CONTRACT

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BY AND BETWEEN  
THE DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE  
REPRESENTED BY THE  
AGÊNCIA NACIONAL DO PETRÓLEO OF SAO TOME AND PRIN CIPE  
AND  
KOSMOS ENERGY SAO TOME AND PRINCIPE  
FOR  
BLOCK 11

Addendum Executed 17 day of December 2015

AGÊNCIA NACIONAL DE PETRÓLEO  
DE S. TOMÉ E PRÍNCIPE  
ESTÁ CONFORME AO ORIGINAL  
Em 2 / 14 / 19  
Ass.: M

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**THIS ADDENDUM TO THE PRODUCTION SHARING CONTRACT is entered into on 17 December 2015 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) **KOSMOS ENERGY SAO TOME AND PRINCIPE**, 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, hereinafter named ("**Kosmos**");

**WHEREAS**

A. ANP and **ERHC ENERGY EEZ, LDA** ("**EHRC**") are parties to the Production Sharing Contract signed with the State on 23 July, 2014 (the "**Contract**"), in pursuance of which EHRC have obtained the exclusive right to undertake petroleum operations in Block 11 within the Exclusive Economic Zone of Sao Tome and Principe;

B. Under article 19 of the Contract EHRC and Kosmos executed on 16 October 2015 the Deed of Assignment by way of which EHRC assigned one hundred percent (100%) of its eighty-five percent (85%) participating interest in the Contract to Kosmos, which consequently made the percentage interests held by the parties in the Contract to be the following as of that date:

ANP-STP – fifteen per cent (15%);

KOSMOS – eighty-five per cent (85%);

**IT IS AGREED:**

The State, ANP-STP and Kosmos (hereinafter collectively identified as the "**Parties**") hereby execute this addendum to the Contract (the "**Addendum**"), subject to the following terms and conditions:

1. Capitalized terms in this Addendum not specifically defined herein shall have the same meaning as defined in the Contract.

AGÊNCIA NACIONAL DE PETRÓLEO	
DE S. TOMÉ E PRÍNCIPE	
ESTÁ CONFORME AO ORIGINAL	
Em	214/19
Ass.:	[Signature]

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1. Clause 7.2 of the Contract is amended by deleting the Phase I Minimum Work Obligation and replacing said Phase I Minimum Work Obligation with the following:

*Phase I: The Contractor shall:*

- carry out environmental studies;
- acquire of magnetic and gravity surveys covering 2.000 km<sup>2</sup>;
- acquire, process and interpret a minimum of 2.000 km<sup>2</sup> 3D seismic;
- hand over full documentation of the interpretation and an extensive evaluation report covering all relevant stratigraphic levels in the full block, based on all newly acquired 3D data - to ANP-STP no later than 3 months before the expiry of phase I.

2. Clause 28 of the Contract is amended as follows:

*“28.1 KOSMOS ENERGY SAO TOME AND PRINCIPE is hereby designated as the Operator under this Contract”*

3. Clause 30 of the Contract is amended 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 or by facsimile at the following addresses:*

*Agência Nacional do Petróleo (ANP-STP)*

*Avenida das Nações Unidas, 225*

*C.P.1048*

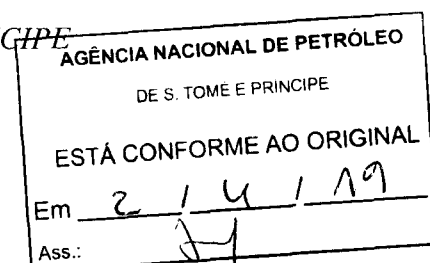
*Sao Tome, Sao Tome and Principe Attention: Executive Director*

*Fax: +239-2226937 Tel: +239-2226940*

*E-mail: [anp\\_geral@cstome.net](mailto:anp_geral@cstome.net)*

*KOSMOS ENERGY SAO TOME AND PRINCIPE*

*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

(This address will be replaced by an address located in São Tomé e Príncipe within 30 days)

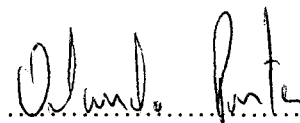
E-mail: SaoTomeLicenseManager@KosmosEnergy.com

Cc:E-mail: KosmosGeneralCounsel@KosmosEnergy.com "

4. All the remaining provisions of the Contract, which are not expressly modified by this Addendum, shall remain in full force and effect in their precise original terms.

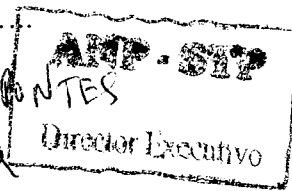
**IN WITNESS WHEREOF** the Parties have caused this Addendum to be executed in three (3) originals as of the date above written.

SIGNED AND DELIVERED for and on behalf of **THE STATE** represented by the Agência Nacional do Petróleo of Sao Tome and Principe

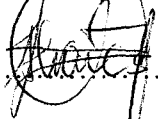
Signature: 

Name: ORLANDO MENDES SOUSA

Designation: EXECUTIVE DIRECTOR

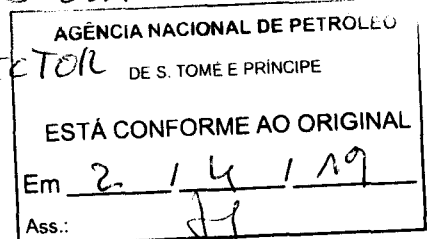


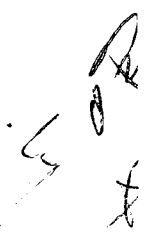
In the presence of:

Signature: 

Name: ALVARO DA COSTA VARELLA DA SILVA

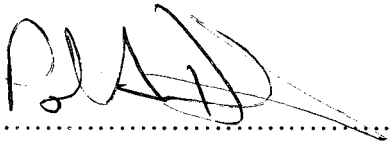
Designation: LEGAL AND ECONOMIC DIRECTOR







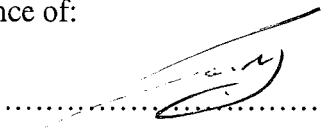
SIGNED AND DELIVERED for and on behalf of Kosmos Energy Sao Tome and Principe

Signature: 

Name: PAUL DAILLY

Designation: SUP

In the presence of:

Signature: 

Name: CARLOS COSTA E SILVA

Designation: ADVOGADO

AGÊNCIA NACIONAL DE PETRÓLEO  
DE S. TOMÉ E PRÍNCIPE  
ESTÁ CONFORME AO ORIGINAL  
Em 214/19  
Ass.: 