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**THIRD 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

EQUATOR EXPLORATION STP BLOCK 5 LIMITED

AND

KOSMOS ENERGY SAO TOME AND PRINCIPE

FOR

BLOCK 5

Amendment Executed on the 19th day of February 2016

**AGÊNCIA NACIONAL DE PETRÓLEO
DE S. TOMÉ E PRÍNCIPE**
ESTÁ CONFORME AO ORIGINAL
m 214119
ss: [Signature]

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THIS THIRD AMENDMENT TO THE PRODUCTION SHARING CONTRACT
is entered into the 19th day of February 2016 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) **EQUATOR EXPLORATION STP BLOCK 5 LIMITED**, a company existing under the laws of the British Virgin Islands, registration number 1000133, with registered offices at Craigmuir Chambers, Road Town, Tortola, British Virgin Islands with a branch registered in Sao Tome and Principe with the *Guiché Único* under no. 343/012 at Avenida da Independência N°. 392, São Tomé, (hereinafter referred to as "Equator");

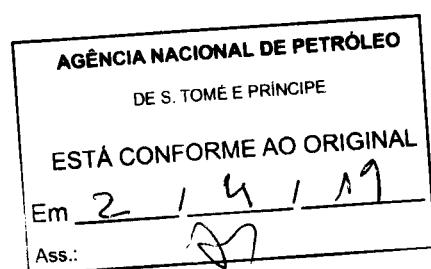
AND

(3) **KOSMOS ENERGY SAO TOME AND PRINCIPE**, a company existing 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 referred to as ("Kosmos").

WHEREAS:

A. ANP-STP and Equator are parties to the Production Sharing Contract signed with the State on April, 18 2012 (the "Contract"), in pursuance of which Equator has obtained the exclusive right to undertake petroleum operations in Block 5 within the Exclusive Economic Zone of Sao Tome and Principe;

B. Pursuant to article 19 of the Contract, ANP-STP, Equator and Kosmos executed on 19th February 2016, the Deed of Assignment by way of which (i) Equator assigned to Kosmos a sixty-five percent (65%) participating interest in the Contract; (ii) ANP-STP duly authorized the above-mentioned assignment; (iii) ANP-STP waived any preferential rights it has under the Contract or under applicable Laws to pre-empt the



transaction contemplated by the Deed of Assignment. 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%);

KOSMOS – sixty-five per cent (65%);

EQUATOR – twenty per cent (20%).

C. Equator has requested a one (1) year extension to Phase I of the Exploration Period and ANP-STP, pursuant to its letter under Ref. N° 029/ANP/GM/2016, dated February 11 2016, grants such extension.

D. ANP-STP, Equator and Kosmos (hereinafter collectively identified as the “Parties”) hereby execute this Third Amendment to the Contract (the “Amendment”).

THEREFORE, the Parties agree as follows:


1. By virtue and as consequence of the assignment of the participation interest referred in recital B above, the Parties agree to amend the Contract, effective on the date of execution of the Deed of Assignment identified in recital B and, as of such date, all references in the Contract to the Contractor (as defined in the Contract) shall be understood as being made also to Kosmos to the extent of its participation in the Contract.

2. To the extent and where applicable, as of the same date, all references in the Contract to Party or Parties shall include Kosmos.

3. As of the date of execution of the Deed of Assignment identified in recital B, the form of Parental Guarantee provided in Schedule 6 of the Contract is hereby replaced with the form of Parental Guarantee provided in the Schedule to this Amendment.

4. ANP-STP agrees that Equator may replace its Parental Guarantee dated 16th May 2012 (“Old Equator Guarantee”) with a new Parental Guarantee in the form provided in the Schedule to this Amendment (“New Equator Guarantee”) by submitting the New Equator Guarantee to ANP-STP. Such New Equator Guarantee shall replace the Old

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Equator Guarantee without further act or deed. Kosmos shall submit its Parental Guarantee in the form provided in the Schedule to this Amendment.

5. As a consequence of this Amendment, as of the date of execution of the Deed of Assignment identified in recital B, the Parties agree that, pursuant to clauses 27.4 and 32.1 of the Contract, the following clauses of the Contract are changed as follows:

5.1. Clause 2.5


"2.5. Social Projects

The Contractor commits to undertake social projects during each phase of the Exploration Period valued at a minimum of the amounts below:

- *Phase I: Four Hundred Thousand United States Dollars (U.S \$400,000) per year for a total of One Million Six Hundred Thousand United States Dollars (U.S \$1,600,000), plus Four Hundred Thousand United States Dollars (U.S \$400,000) as a result of the one (1) year extension;*
- *Phase II: Three Hundred and Fifty Thousand United States Dollars (U.S \$350,000) per year for a total of Seven Hundred Thousand United States Dollars (U.S \$700,000);*
- *Phase III: Three Hundred and Fifty Thousand United States Dollars (U.S \$350,000) per year for a total of Seven Hundred Thousand United States Dollars (U.S \$700,000);*

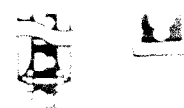
If Petroleum is produced from the Contract Area, the Contractor shall undertake additional social projects according to the following schedule:

Cumulative Production (millions of Barrels or Barrels equivalent)	Value (US\$ million) of Project
40	2
70	3
100	5

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5.2. ANP-STP hereby approves a one (1) year extension to Phase I of the Exploration Period set forth in Clause 4.2 of Contract, as a result of which the duration of the Exploration Period will be eight (8) years plus one (1) year extension granted by ANP-STP. Pursuant to the foregoing, Clauses 4.1 and 4.2 of the Contract are hereby amended as follows:

"4.1. Subject to Clause 20, the term of this Contract shall be for a period of twenty-eight (28) years from the Effective Date, comprising an eight (8) year Exploration and Appraisal period, as extended pursuant to Clauses 5.1(b) and/or (c) (the "Exploration Period") and a twenty (20) year Production period (the "Production Period")."

As a result of the extension granted by ANP-STP, one (1) year shall be added to the eight (8) years referred to above, during the Exploration Period. Regardless of the extension granted in the Phase I, Contractor shall be entitled to twenty (20) years of Production Period.

4.2. *The Exploration Period shall be divided as follows:*

Phase I: Four (4) years from the Effective Date plus one (1) year extension

Phase II: from the end of Phase I until two (2) years after the end of Phase I; and

Phase III: from the end of Phase II until two (2) years after the end of Phase II, as extended pursuant to Clauses 5.1(b) and/or (c)."

5.3. For the avoidance of doubt, the provisions of Clauses 14.7 and 14.9 of the Contract shall also apply to the one (1) year extension granted pursuant to Clause 5.2 of this Amendment.

5.4. Clause 28.1

"28.1. KOSMOS ENERGY SAO TOME E PRINCIPE is hereby designated as the Operator under this Contract to execute, for and on behalf of the Contractor, all

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Petroleum Operations in the Contract Area pursuant to and in accordance with this Contract and the Petroleum Law."

5.5. Clause 30

"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: anp_geral@cstome.net

EQUATOR EXPLORATION STP BLOCK 5 LIMITED

Address: Praia Lagarto, Agua Grande, Sao Tome, Sao Tome and Principe

Tel: +239-222 4387

Name: Managing Director/CEO

Address: 8th Floor, 2 Ajose Adeogun Street, Victoria Island, Lagos, Nigeria

E-mail: eezstp@oandoenergyresources.com

Cc: dadebiyi@oandoenergyresources.com

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[Handwritten initials]

Tel: +234 1 270 2400

Name: Philip Dimmock

Address: 1st Floor, 50 Curzon Street, London, W1J 7UW, United Kingdom

E-mail: pdimmock@oandoenergyresources.com

Tel: +44 207 297 4280

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


Email: SaoTomeLicenseManager@KosmosEnergy.com

Cc: KosmosGeneralCounsel@KosmosEnergy.com "

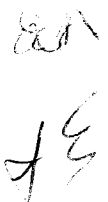
6. All the remaining provisions of the Contract, which are not expressly modified by this Amendment, shall remain in full force and effect in their precise original terms.

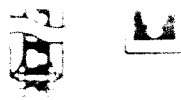
7. Capitalized terms in this Amendment not specifically defined herein shall have the same meaning as defined in the Contract.

Signed and executed on 19th February 2016, in three originals, being each one of them held by each one of the Parties hereto.

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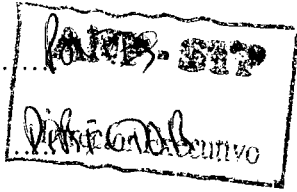
IN WITNESS WHEREOF the Parties have caused this Amendment to be executed the date above written.

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

Signature: [Handwritten Signature]

Name: ORLANDO SOUSA

Designation: EXECUTIVE



In the presence of:

Signature: [Handwritten Signature]

Name: ALVARO SILVA

Designation: LEGAL AND ECONOMIC DIRECTOR

SIGNED AND DELIVERED for and on behalf of EQUATOR EXPLORATION STP BLOCK 5 LIMITED

Signature: [Handwritten Signature]

Name: O. DUROTOYE

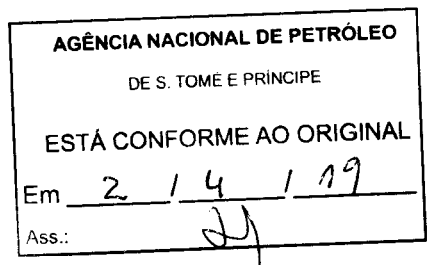
Designation: DIRECTOR

Witnessed by:

Signature: [Handwritten Signature]

Name: Efuntomi Akperoye

Designation: Legal Advisor



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SIGNED AND DELIVERED for and on behalf of KOSMOS ENERGY SAO TOME
AND PRINCIPE

Signature: Scott Davis.....

Name: Scott Davis.....

Designation: Dir. Business Development (proxy)

Witnessed by:

Signature: Carlos Costa e Silva.....

Name: Carlos Costa e Silva

Designation: Lawyer.....

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