

133

SECOND 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 12 LIMITED

AND

KOSMOS ENERGY SAO TOME AND PRINCIPE

AND

GALP ENERGIA SÃO TOMÉ E PRÍNCIPE UNIPessoal, LIMITADA

FOR

BLOCK 12

AGÊNCIA NACIONAL DE PETRÓLEO
DE S. TOMÉ E PRÍNCIPE

ESTÁ CONFORME AO ORIGINAL

Em 2 / 4 / 19

Ass: JF

X

EST

AFZ

THIS SECOND AMENDMENT TO THE PRODUCTION SHARING CONTRACT is entered into 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 12 LIMITED**, a company existing under the laws of the Commonwealth of The Bahamas whose registered office is at Lyford Manor (West Bldg), Western Road, Lyford Cay, P. O. Box CB-13007, Nassau, The Bahamas with a branch registered in Sao Tome and Principe with the *Guiché Único para Empresas* under nº 5541/2016 at Avenida da Independência nº 392, São Tomé – São Tomé e Príncipe, hereinafter referred to as “**Equator**”;

(3) **KOSMOS ENERGY SAO TOME AND PRINCIPE**, a company existing under the laws of the Cayman Islands, registered in the Commercial Registry of the Cayman Islands with the number WT-301785, with registered office in 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 5492/2016 at Rua Soldado Paulo Ferreira, Edifício Francisco Cabral, 1º Andar CP. 410 São Tomé - São Tomé e Príncipe, hereinafter referred to as “**Kosmos**”;

AND

(4) **GALP ENERGIA SÃO TOMÉ E PRÍNCIPE UNIPessoal, Limitada**, 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 office in Avenida da Independência 392 II/III, São Tomé – São Tomé e Príncipe, hereinafter referred to as “**Galp**”.

WHEREAS:

A. ANP-STP and Equator entered into the Production Sharing Contract, signed with the State on 19 February 2016 (the “**Contract**”), in pursuance of which Equator

REPUBLICA DE SÃO TOMÉ E PRÍNCIPE

CONFIRMAÇÃO DA CONFORMIDADE AO ORIGINAL

Em 2 / 14 / 19

Ass.: [Signature]

[Handwritten signatures]



obtained the exclusive right to undertake petroleum operations in Block 12 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 the 31st day of March 2016, the Deed of Assignment by way of which (i) Equator assigned to Kosmos a participating interest of sixty-five percent (65%) 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.

C. Pursuant to article 19 of the Contract, ANP-STP, Equator, Kosmos and Galp, executed the Deed of Assignment by way of which (i) Kosmos assigned to Galp a twenty percent (20%) 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 – twelve and a half per cent (12.5%);

EQUATOR – twenty-two and a half per cent (22.5%);

KOSMOS – forty-five per cent (45%);

GALP – twenty per cent (20%).

D. ANP-STP, Equator, Kosmos, and Galp (hereinafter collectively identified as the “Parties”) hereby execute this Second 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 C above, the Parties agree to amend the Contract, effective on the date all Parties have executed the Deed of Assignment identified in recital C and, as of such date, all references in the Contract to the Contractor (as defined in the Contract) shall be

COMISSÃO REGIONAL DE PETRÓLEO DE S. TOMÉ E PRÍNCIPE	
ESTÁ CONFORME AO ORIGINAL	
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Ass.:	[Signature]

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understood as being made also to Galp to the extent of its participating interest in the Contract. Kosmos shall remain the Operator 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 Galp.

3. Galp shall submit its Parental Guarantee in the form provided in the Schedule 6 to the Contract.

4. As a consequence of this Amendment, as of the date all Parties have executed the Deed of Assignment identified in recital C, the Parties agree that, pursuant to clauses 27.4 and 32.1 of the Contract, the following clause of the Contract is changed as follows:

4.1. 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)

Address: Avenida das Nações Unidas, 225

C.P.1048

Sao Tome, Sao Tome and Principe

Name: Executive Director

Fax: +239-2226937 Tel: +239-2243350

E-mail: anp_geral@cstome.net

E-mail: orlando.pontes@anp.st

AGÊNCIA NACIONAL DE PETRÓLEO
DE S. TOME E PRÍNCIPE

ESTÁ CONFORME AO ORIGINAL

Em 2 / 6 / 19

Ass: [Signature]

[Handwritten initials]

EQUATOR EXPLORATION STP BLOCK 12 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

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

E-mail: SaoTomeLicenseManager@KosmosEnergy.com

Cc: KosmosGeneralCounsel@KosmosEnergy.com

GALP ENERGIA SÃO TOMÉ E PRÍNCIPE UNIPessoal, Limitada

Avenida da Independência 392 II/III

C.P. 638


São Tomé, São Tomé e Príncipe

Attention: Director de Exploração

Facsimile: (+351) 218391298

E-mail: roland.muggli@galpennergia.com

Tel: (+351) 217242500

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

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

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.

Signed and executed on the latest date indicated below such representative's signature, in four originals, being each one of them held by each one of the Parties hereto.

AGÊNCIA NACIONAL DE PETRÓLEO	
DE S. TOMÉ E PRÍNCIPE	
ESTÁ CONFORME AO ORIGINAL	
Em	<u>2 14 19</u>
Ass.:	<u>[Signature]</u>

[Handwritten signature]



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

SIGNED AND DELIVERED for and on behalf of the STATE represented by the
Agência Nacional do Petróleo de São Tomé e Príncipe

Signature: *[Handwritten Signature]*

Name: ORLANDO H. G. SOUSA

Designation: EXECUTIVE DIRECTOR

ANP - STP

Director Executivo

Date: 13 / DECEMBER / 2016

In the presence of:

Signature: *[Handwritten Signature]*

Name: Alvaro da Costa da Silva

Designation: Legal and Economic Director

Date: 13 / 12 / 2016

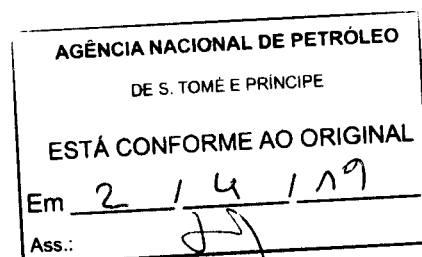
SIGNED AND DELIVERED for and on behalf of Equator Exploration STP Block 12
Limited

Signature: *[Handwritten Signature]*

Name: PAOEN DUNSTON

Designation: MD/CEO

Date: 09 / DEC / 2016



[Handwritten Signature]

SIGNED AND DELIVERED for and on behalf of Kosmos Energy Saó Tome and Príncipe

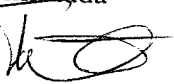
Signature: 

Name: Jan W. Caplon

Designation: VICE PRESIDENT & COUNTRY MANAGER

Date: 18 NOVEMBER 2016

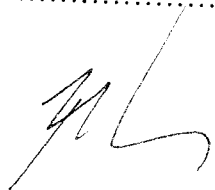
SIGNED AND DELIVERED for and on behalf of Galp Energia São Tomé e Príncipe Unipessoal, Limitada

Signature: 

Name: Thore E. Kristiansen

Designation: EXECUTIVE DIRECTOR

Date: 22.11.2016


FILIPESILVA
EXECUTIVE DIRECTOR
22/11/2016

AGÊNCIA NACIONAL DE PETRÓLEO
DE S. TOMÉ E PRÍNCIPE
ESTÁ CONFORME AO ORIGINAL
Em 2 14 17
Ass.: 