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**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**

**KOSMOS ENERGY SAO TOME AND PRINCIPE**

**AND**

**GALP ENERGIA SÃO TOMÉ E PRÍNCIPE UNIPessoal, LIMITADA**

**FOR**

**BLOCK 11**

AGÊNCIA NACIONAL DE PETRÓLEO  
DE S. TOMÉ E PRÍNCIPE  
ESTÁ CONFORME AO ORIGINAL  
Em 2 / 4 / 19  
Ass.: *[Handwritten signature]*

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**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) **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, Edificio Francisco Cabral, 1º Andar CP. 410 São Tomé, hereinafter referred to as “Kosmos”;

**AND**

(3) **GALP ENERGIA SÃO TOMÉ E PRÍNCIPE UNIPessoal, Limitada**, a company existing under the laws of Sao Tome and Principe, 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 ERHC Energy EEZ, LDA (“ERHC”) entered into the Production Sharing Contract, signed with the State 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 article 19 of the Contract, ANP-STP, ERHC and Kosmos executed on 16<sup>th</sup> day of October 2015, the Deed of Assignment by way of which (i) ERHC assigned to Kosmos the entirety of its participating interest of eighty-five percent (85%) in the


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AGÊNCIA NACIONAL DE PETRÓLEO  
DE S. TOMÉ E PRÍNCIPE

ESTÁ CONFORME AO ORIGINAL

Em 21/10/15

Ass.: [Signature]



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, 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 – fifteen per cent (15%);

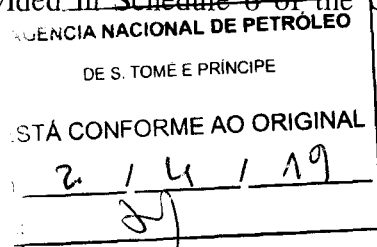
KOSMOS – sixty-five per cent (65%);

GALP twenty per cent (20%);

D. ANP-STP, 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 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. As of the date all Parties have executed the Deed of Assignment identified in recital C, 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. ANP-STP acknowledges and accepts the Parental Guarantee provided by Kosmos and accepted by ANP-STP dated the 9<sup>th</sup> of November 2015 fulfilled and continues to fulfill Kosmos' obligation under Clause 7.13 of the Contract with regards to the obligation to provide a Parental Guarantee. Galp shall submit its Parental Guarantee in the form provided in the Schedule of this Amendment.

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 27.3 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*

*São Tomé, São Tomé e Príncipe*

*Name: Executive Director*

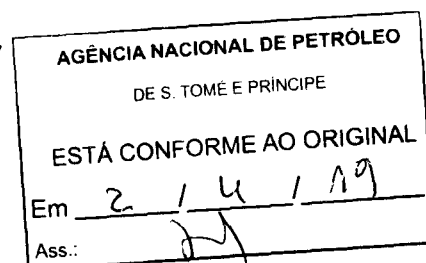
*Fax: +239-2226937 Tel: +239-2243350*

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

*E-mail: [orlando.pontes@anp.st](mailto:orlando.pontes@anp.st)*

*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"

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 three 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	2 14 119
Ass.:	<i>[Signature]</i>

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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: *Orlando Sousa Pontes*

Name: *ORLANDO A.C. SOUSA PONTES* **ANP - STP**  
Director Executivo

Designation: *EXECUTIVE DIRECTOR*

Date: *13/DECEMBER/2016*

In the presence of:

Signature: ~~*Alvaro da C. V. da Silva*~~

Name: *Alvaro da C. V. da Silva*

Designation: *legal and economic director*

Date: *13/12/2016*

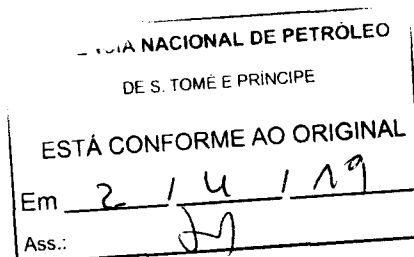
SIGNED AND DELIVERED for and on behalf of Kosmos Energy Sao Tome and  
Principe

Signature: *[Handwritten Signature]*

Name: *José W. CARRO*

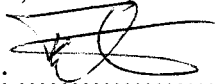
Designation: *VICE PRESIDENT & COUNTRY MANAGER*

Date: *18 NOVEMBER 2014*



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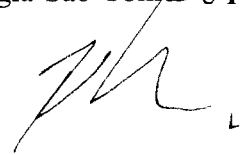
SIGNED AND DELIVERED for and on behalf of Galp Energia São Tomé e Príncipe  
Unipessoal, Limitada

Signature:  .....

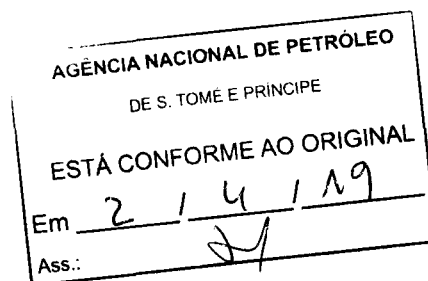
Name: ...THORE...E...FRISTIANSEN.....

Designation: ...EXECUTIVE...DIRECTOR.....

Date: ...22.11.2016.....

  
FILIPE SILVA  
EXECUTIVE DIRECTOR

22-11-2016



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