

149(a)

FOURTH 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 ENERGIA SÃO TOMÉ E PRÍNCIPE UNIPESSOAL, LIMITADA

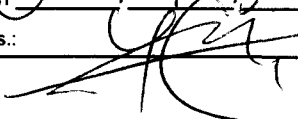
AND



KOSMOS ENERGY SAO TOME AND PRINCIPE

FOR

BLOCK 11

Amendment Executed on the 05 day of July 2019

AGÊNCIA NACIONAL DE PETRÓLEO	
DE S. TOMÉ E PRÍNCIPE	
ESTÁ CONFORME AO ORIGINAL	
Em	<u>11</u> <u>107</u> <u>12019</u>
Ass.:	

 
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THIS FOURTH AMENDMENT TO THE PRODUCTION SHARING CONTRACT
is entered into the 05 day of July 2019 among:

(1) THE DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE (the
"State") represented by the Agência Nacional do Petróleo de São Tomé e Príncipe,
hereinafter referred to as "ANP-STP";

(2) 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 offices in Avenida da Independência 392 II/III, São
Tomé – São Tomé e Príncipe, hereinafter referred to as "Galp";

AND

(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 offices 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
under nº 5492/2016, with registered offices in Condomínio da Praia Lagarto C.P. 987,
Distrito de Água Grande., São Tomé – São Tomé e Príncipe, hereinafter referred to as
"Kosmos".

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 16th
day of October 2015, the Deed of Assignment by way of which (i) ERHC assigned to
Kosmos the whole of its eighty-five per cent (85%) participating interest in the Contract;

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AGENCIA NACIONAL DE PETROLEO
DE S. TOMÉ E PRÍNCIPE

ESTÁ CONFORME AO ORIGINAL

Em 21 10 2019

Ass.: [Signature]

[Handwritten initials]

(ii) ANP-STP duly authorized the above-mentioned assignment and (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, Galp, and Kosmos executed on 13th day of December 2016, 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 and (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 is as of that date:

ANP-STP – fifteen per cent (15%);

KOSMOS – sixty-five per cent (65%);

GALP twenty per cent (20%);

D. ANP-STP, Galp, and Kosmos (hereinafter collectively identified as the “Parties”) executed the Second Amendment to the Contract on the 13th day of December 2016.

E. ANP-STP, Galp, and Kosmos executed the Third Amendment to the Contract on the 8th day of 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, granted such extension.

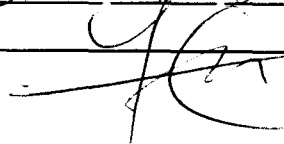
F. Kosmos, as Operator and on behalf of the Parties to the Contract, has requested to amend the minimum Work Program of phase II of the Exploration Period and the minimum Work Program of phase III of the Exploration Period and ANP-STP, pursuant to its letter under Ref. No 301/ANP/DC/2015, dated 01/01/2015, grants such amendment.

G. ANP-STP, Galp, and Kosmos (hereinafter collectively identified as the “Parties”) hereby execute this Fourth Amendment to the Contract (the “Amendment”), subject to the following terms and conditions:

AGÊNCIA NACIONAL DE PETRÓLEO
DE S. TOMÉ E PRÍNCIPE

ESTÁ CONFORME AO ORIGINAL

Em 11 10 2015

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1. As a consequence of the amendments to the minimum Work Program of phase II of the Exploration Period and the minimum Work Program of phase III of the Exploration Period granted by ANP-STP, the Parties agree that, as of the date hereof, pursuant to clauses 27.3 and 32.1 of the Contract, the following clauses of the Contract are changed as follows:

1.1 Clause 7.2 of the Contract is amended by deleting the phase II Minimum Work Obligation and the phase III Minimum Work Obligation and replacing with the following:

"7.2

Phase II: If the Contractor elects to enter phase II, then during such phase II of the Exploration Period the Contractor shall:

- *carry out environmental studies;*
- *acquire, process and interpret a minimum of 1100 km² of 3D seismic data covering all the main prospectivity in the area.*

Phase III: If the Contractor elects to enter phase III of the Exploration Period, then during such phase III the Contractor shall:

- *carry out environmental studies;*
- *drill one (1) Exploration Well up to a minimum TVD up to the reservoir top;*
- *at the sole election of Contractor, drill one (1) contingent Exploration or Appraisal Well up to a minimum TVD up to the reservoir top;*
- *carry out technical and economical evaluation studies of discoveries and remaining prospectivity;*
- *within one (1) month prior to the expiry of the phase, the Contractor shall provide documentation to the National Petroleum Agency with a review of work and assessments carried out, and a full assessment of the remaining prospectivity in the Contract area.*

1.2 Clause 7.3(a) of the Contract is hereby amended as follows:

7.3 Minimum Financial Commitments

(a) *The Contractor shall be obligated to incur the following minimum financial commitment (the "Minimum Financial Commitment"):*

Phase I: Two Million Five Hundred Thousand United States dollars (US \$ 2,500,000)

Phase II: Four Million Five Hundred Thousand United States dollars (US

AGÊNCIA NACIONAL DE PETRÓLEO	
DE S. TOMÉ E PRÍNCIPE	
ESTÁ CONFORME AO ORIGINAL	
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S 4,500,000)
Phase III: Forty Million United States dollars US \$ 40,000,000)"

2 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.

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

Signed and executed on 05 day of July 2019, in three originals, being each one of them held by each one of the Parties hereto.

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: *[Handwritten signature]* **ANP STP**
Director Executivo

Designation: *[Handwritten signature]*

In the presence of

Signature: *[Handwritten signature]*

Name: *Alvaro Silva*

Designation: *legal counsel*

[Handwritten initials]
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AGENCIA NACIONAL DE PETROLEO
DE S. TOMÉ E PRÍNCIPE
ESTÁ CONFORME AO ORIGINAL
Em 11 107 2019
Ass.: *[Handwritten signature]*

149(a)

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

Signature: *[Handwritten Signature]*

Name: *Jon W. Cullen*

Designation: *VP + Contract Manager*



ASE

SIGNED AND DELIVERED for and on behalf of GALP ENERGIA SÃO TOMÉ E PRÍNCIPE UNIPESSOAL, LIMITADA

Signature: *[Handwritten Signature]*

Name: *F. A. SILVA*

Designation: *EXECUTIVE DIRECTOR*

Signature: *[Handwritten Signature]*

Name: *FELICE SILVA*

Designation: *EXECUTIVE DIRECTOR*

AGÊNCIA NACIONAL DE PETRÓLEO
DE S. TOMÉ E PRÍNCIPE
ESTÁ CONFORME AO ORIGINAL
Em *11 07 2015*
Ass.: *[Handwritten Signature]*

