

159


Execution Version

**2nd 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
AND
SHELL SAO TOME AND PRINCIPE B.V.
FOR
BLOCK 6**

Amendment Executed on the 7 day of November 2019



THIS 2nd AMENDMENT TO THE PRODUCTION SHARING CONTRACT is entered into the 7 day of November 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**”;


(3) 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, with a branch registered in Sao Tome and Principe with the Guiché Único under nº 5492/2016 and offices at Condomínio da Praia Lagarto C.P. 987 , Distrito de Água Grande, São Tomé - São Tomé e Príncipe, hereinafter named “**KOSMOS**”;

and

(4) SHELL SAO TOME AND PRINCIPE B.V., a company existing under the laws of the Netherlands, registered in the trade register of the Chambers of Commerce with the number 53861922, and registered offices at Carel van Bylandtlaan 30, 2596 HR the Hague, with a branch registered in Sao Tome and Principe with the Guiché Único under nº 9431/2019 and offices at Bairro Quinta de S. Antonio, em frente a TVS, Distrito de Agua Grande, São Tomé - São Tomé e Príncipe hereinafter referred to as “**SHELL**”,

WHEREAS

- A. THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE PRINCIPLE, represented by ANP-STP, and GALP entered into the Production Sharing Contract signed with the Democratic Republic of Sao Tome and Principe on October 26, 2015 (the “**Contract**”), in pursuance of which GALP obtained the exclusive right to undertake petroleum operations in Block 6 within the Exclusive Economic Zone of Sao Tome and Principe;
- B. Pursuant to clause 19 of the Contract, ANP-STP, KOSMOS and GALP executed on 9 November 2015, a Deed of Assignment by way of which GALP validly assigned to KOSMOS a forty-five per cent (45%) participating interest in the Contract.
- C. KOSMOS has agreed to assign to SHELL a twenty percent (20%) participating interest in the Contract, and SHELL has agreed to receive this twenty percent (20%) participating interest (the “**Assignment**”);
- D. Pursuant that same clause 19 of the Contract, ANP-STP, GALP, KOSMOS, and SHELL executed on 7 day of November 2019, the Deed of Assignment by way of which KOSMOS validly assigned to SHELL a twenty percent (20%) participating interest in the



Contract. Consequently, the participating interests held by the Parties in the Contract shall be the following as of that date:

ANP-STP	ten per cent (10%);
GALP	forty-five per cent (45%)
KOSMOS	twenty-five per cent (25%);
SHELL	twenty per cent (20%);

- E. ANP-STP, GALP, KOSMOS, and SHELL (hereinafter collectively identified as the “Parties”) hereby execute this amendment to the Contract (the “Amendment”) subject to the following terms and conditions:

THEREFORE:

1. By virtue and as consequence of the assignment of the participation interest referred in recital D. above, the Parties agree to amend the Contract, effective on the date of execution of the Deed of Assignment identified in recital D. and, as of such date:
 - A. all references in the Contract to the Contractor (as defined in the Contract) shall be understood as being made collectively to ANP-STP, GALP, KOSMOS and SHELL, to the extent of the participation interests held by each one of them in the Contract. GALP shall remain the Operator in the Contract, and
 - B. to the extent and where applicable, as of the same date, all references in the Contract to Party or Parties shall include SHELL.
2. SHELL shall submit its performance bond and parent company guarantee as required pursuant to Clause 7.11 and 7.13 of the Contract in the form as approved by ANP-STP within thirty days (30) days from the date of execution of this Amendment.
3. As a consequence of this Amendment, as of the date of execution of the Deed of Assignment identified in recital D, the Parties agree that, pursuant to clause 32.1 of the Contract, the following clauses of the Contract are changed 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, 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
Attention: Executive Director
Tel: +239-2243350
E-mail: anp_geral@cstome.net



GALP ENERGIA SÃO TOMÉ E PRÍNCIPE UNIPESSOAL, LIMITADA

Rua Tomás da Fonseca, Torre A

1600-209, Lisboa, Portugal

Attention: E&P Exploration Manager

Facsimile: (+351) 217240991

E-mail: roland.muggli@galp.com

Cc: ricardo.dias.ferreira@galp.com

Tel: (+351) 218391204

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

SHELL SAO TOME AND PRINCIPE B.V.

Carel van Bylandtlaan 30,

2596 HR The Hague, the Netherlands

Attention: Venture Manager

Facsimile: +31 70 3774340

E-mail: Jimmy.VanItterbeeck@shell.com

Cc: Managing Counsel Exploration

E-mail: Caroline.vanDam@shell.com

Tel: +31 70 3772454

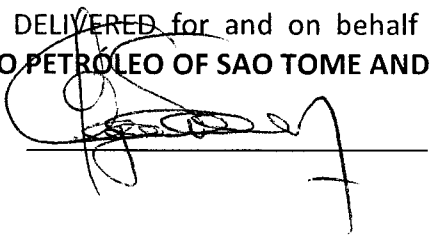
4. Capitalized terms in this Amendment not specifically defined herein shall have the same meaning as defined in the Contract.
5. All the remaining provisions of the Contract, which are not expressly modified by this Amendment, shall remain in full force and effect in their precise original terms.

Signed and executed on 7 day of November 2019, in four 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: _____



Name: [Signature]
Designation: [Signature]

In the presence of
Signature: [Signature]
Name: Juan Vera Cruz
Designation: Technical Director

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

Signature: [Signature]
Name: RICARDO P. FERREIRA
Designation: VENTURE MANAGER

Signature: _____
Name: _____
Designation: _____

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

Signature: [Signature]
Name: José N. Capelo
Designation: Vice President & Country Manager

SIGNED AND DELIVERED for and on behalf of SHELL SAO TOME AND PRINCIPE B.V.

Signature: [Signature]
Name: MENINGO DE RUIJG
Designation: ATTORNEY-IN-FACT