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[Signature]

Execution Version

5th AMENOMENT TO THE
PRODUCTION SHARING CONTRACT
BYANOAMONG
THE DEMOCRATIC REPUBLIC OF SAO TOME ANO PRINCIPE
REPRESENTED BY THE
AGÊNCIA NACIONAL DO PETRÓLEO DE SÃO TOMÉ E PRÍNCIPE
ANO
KOSMOS ENERGY SAO TOME ANO PRINCIPE
ANO
GALP ENERGIA SÃO TOMÉ E PRÍNCIPE UNIPessoal, LIMITADA
ANO
SHELL SAO TOME ANO PRINCIPE B.V.
FOR
BLOCK 11

Amendment Executed on the **L** day of November 2019

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THIS 5th AMENDMENT TO THE PRODUCTION SHARING CONTRACT is entered into the 1st 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) KOSMOS ENERGYSAO 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";

(3) 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 AI00001/2015, 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

(4) SHEIL 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 "SHEIL",

WHEREAS

- A. THE DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE, represented by 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, a deed of assignment by way of which ERHC validly assigned to KOSMOS eighty-five percent (85%) participating interest in the Contract;
- C. Pursuant to article 19 of the Contract, ANP-STP, KOSMOS and GALP executed on 13 December 2016, a deed of assignment by way of which KOSMOS validly assigned to GALP a twenty percent (20%) participating interest in the Contract;
- D. KOSMOS has agreed to assign to SHELL a thirty percent (30%) participating interest in the Contract, and SHELL has agreed to receive this thirty percent (30%) participating interest (the "Assignment");

E. Pursuant to the same clause 19 of the Contract, ANP-STP, KOSMOS, GALP and SHELL executed on ~ day of November 2019, the Deed of Assignment by way of which KOSMOS validly assigned to SHELL a thirty percent (30%) 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 - fifteen per cent (15%);

KOSMOS - thirty-five per cent (35%);

GALP twenty per cent (20%)

SHELL thirty per cent (30%);

F. ANP-STP, KOSMOS, GALP, 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 E. above, the Parties agree to amend the Contract, effective on the date of execution of the Deed of Assignment identified in recital E. 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, KOSMOS, GALP and SHELL, to the extent of the participation interests held by each one of them in the Contract. KOSMOS 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 (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 E, the Parties agree that, pursuant to clause 32.1 of the Contract, the following clauses of the Contract are changed as follows:

"17.4 All insurance policies obtained and maintained pursuant to this clause 17 shall be based upon Good Gil Field Practice and shall be obtained in Sao Tome and Principe, with the exception of those relating to risks for which the Contractor cannot obtain local coverage with an insurance company holding a long term rating not inferior to "AA" by Standard and Poor's Corporation or a "Aa2" rating by Moody's Investor Service or an equivalent rating by any other mutually agreed rating service, in which case coverage may be obtained outside the Territory of São Tomé and Príncipe. The Contractor shall not extend the duration of insurance contracts hired outside the territory of São Tomé

and Príncipe whenever an insurance company which meets the above-mentioned requirements becomes existent in São Tomé and Príncipe."

1/30.1 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
Email: anp_geral@cstome.net

KOSMOS ENERGYSAO TOME ANO PRINCIPE

4th Floor, Century Yard, Cricket Square,
Hutchins Drive, Elgin Avenue,
George Town, Grand Cayman KYI-1209, Cayman Islands
Attention: License Manager
Fax: +12144459705
Tel: +12144459600
E-mail: SaoTomeLicenseManager@kosmosenergy.com
Cc: KOSMOSGeneralCounsel@KOSMOSEnergy.com

GALP ENERGIASÃO TOMÉ E PRÍNCIPAL 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

SHELLSAO TOME ANO PRINCIPE B.V.


Carel van Bylandtlaan 30,
2596 HR The Hague, the Netherlands
Attention: Venture Manager
Facsimile: +31 703774340
E-mail: Jimmy.VanItterbeeck@shell.com
Cc: Managing Counsel Exploration
E-mail: Caroline.vanDam@shell.com
Tel: +31 703772454

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

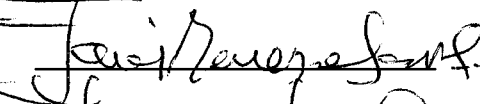
Signed and executed on 1 day of November 2019, in four originals, being each one of them held by each one of the Parties hereto.

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

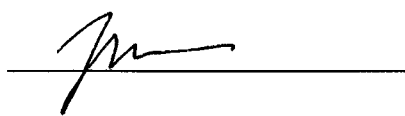
SIGNED AND DELIVERED for and on behalf of **THE STATE** represented by the **AGÊNCIA NACIONAL DO PETRÓLEO OF SAO TOME ANO PRINCIPE**

Signature: 
Name: Agostinho
Designation: Executive Director

In the presence of:

Signature: 
Name: Juarez Vera Cruz
Designation: Technical Director

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

Signature: 
Name: John J. ...
Designation: VICE PRESIDENT & COUNTRY MANAGER

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

Signature: 

Name: RICARDO P. FERREIRA


Designation: VENTURE MANAGER

Signature: _____

Name: _____

Designation: _____

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

Signature: 

Name: -O-&VIC

Designation: ATTORNEY-IN-FACT