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SECOND AMENDMENT TO

JOINT OPERATING AGREEMENT- BLOCK13 EEZ

THIS SECOND AMENDMENT TO THE JOINT OPERATING AGREEMENT (the "Amendment") is made this 6 day of ~~August~~ 2022
September

BETWEEN

- (1) **AGÊNCIA NACIONAL DO PETRÓLEO DE SÃO TOMÉ E PRÍNCIPE**, an entity of the State of São Tomé e Príncipe, created by Decree Law No. 5/2004, of 14 June, as amended by Decree Law No. 7/2014, of 25 April, with its offices in Av. Das Nações Unidas, Caixa Postal n.º1048, São Tomé - São Tomé e Príncipe, hereinafter referred to as "ANP-STP"; and
 - (2) **KE STP COMPANY B.V.**, a company organized and existing under the laws of The Netherlands, whose registered office is at Carel van Bylandtlaan 30, 2596 HR, The Hague, The Netherlands, with a branch registered in São Tomé e Príncipe at Guiché Único para Empresas under nº 9707/20201126 at Condomínio da Praia Lagarto C.P. 803, Distrito de Água Grande, São Tomé - São Tomé e Príncipe, hereinafter referred to as "KE";
- ANP-STP and KE may collectively be referred to as the "Parties"

RECITALS

- (A) The Block 13 Production Sharing Contract was first entered into on 9 March 2018 by and between the Democratic Republic of São Tomé e Príncipe, represented by ANP-STP, BP and Kosmos Energy São Tomé e Príncipe ("Kosmos") (the "Contract").
- (B) By virtue of the deed of assignment dated 8 December 2020 by and between Kosmos, and KE, KE validly acquired thirty-five per cent (35%) of the rights and obligations in the Contract from Kosmos.
- (C) By virtue of the deed of assignment dated on or around the date of this agreement by and between BP, ANP-STP and KE, KE validly acquired fifty per cent (50%) of the rights and obligations in the Contract from BP.
- (D) ANP-STP, BP and KE are the sole parties to the Joint Operating Agreement originally signed on 20 September 2018 (the "JOA"), for Block 13 within the territory of São Tomé e Príncipe.
- (E) Pursuant to Article 13 of the JOA, ANP-STP, BP and KE executed a JOA Deed of Assignment dated on the date of this agreement by way of which BP validly assigned to KE a fifty per cent (50%) participating interest in the JOA, at the same time as BP also transferred and assigned a fifty per cent (50%) participating interest in the Contract to KE (the "Assignment").
- (F) ANP-STP and KE hereby execute this amendment to the JOA (the "Amendment").

In witness whereof the Parties have agreed the following between themselves in consideration of the obligations set out in the Amendment:

1. By virtue and as a consequence of the Assignment, the Parties agree to amend the JOA, effective on the date of execution of the Assignment and, as of such date:
 - (a) all references in the JOA to Party or Parties (as defined in the JOA) shall be understood as being made collectively to ANP-STP and KE to the extent of the participating interests held by each one of them in the Contract and the JOA. KE shall be the Operator and the Technical Operator under the JOA, and
 - (b) to the extent and where applicable, as of the same date, all references in the JOA to Operator and Technical Operator shall include KE.
2. As a consequence of this Amendment and as of the date all Parties have executed the Assignment, the Parties agree that the following Articles of the JOA are changed as follows:

- (a) The table in Article 3.2.A. will be deleted and replaced by the following table:

Party	Participating Interest	Carrying Share
ANP-STP	15%	0%;
KE	85%	100%

- (b) The addresses in Article 17.1.A.2 will be deleted and replaced by the following table:

AGÊNCIA NACIONAL DO PETRÓLEO (ANP-STP)

Avenida das Nações Unidas, 225 A

C.P.1048 São Tomé, São Tomé e Príncipe

Attention: Executive Director

Tel: +239-2243350

Email: luiz.gamboa@anp-stp.gov.st

KE STP COMPANY B.V.

Carel van Bylandtlaan 30,

2596 HR,

The Hague, The Netherlands,

Attention: Benjamin Mee

XM Emerging Ventures Africa / Director KE STP

Tel: +31 653486130

Email: Benjamin.Mee@shell.com

Cc: KE STP Company B.V.

Carel van Bylandtlaan 30

2596 HR

The Hague, The Netherlands

Jimmy Van Iiterbeeck

Business Opportunity Manager – São Tomé e Príncipe

3. Capitalized terms in this Amendment not specifically defined herein shall have the same meaning as defined in the JOA.
4. This Amendment may be executed in counterparts and each counterpart shall be deemed an original Amendment for all purposes; provided that no Party shall be bound to this Amendment until all Parties have executed a counterpart. For purposes of assembling the counterparts into one document, each Party is authorised to detach the signature page from each counterpart and attach each signed signature page to a counterpart. A manually signed copy of this Amendment delivered by facsimile, scan, email or other form of electronic communications shall be deemed to have the same legal effect as the delivery of an original signed copy of this Amendment.
5. Nothing in this Amendment is intended to confer on any person any right to enforce any term of this Amendment which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
6. No variation to this Amendment shall be of any effect unless it is agreed in writing and signed by or on behalf of each Party.
7. All the remaining provisions of the JOA, which are not expressly modified by this Amendment, shall remain in full force and effect in their precise original terms.
8. Articles 18.1 (*Applicable Law*) and 18.2 (*Dispute Resolution*) of the JOA are hereby incorporated by reference into this Deed.

[Signature page to follow]

Signed and executed on the date first indicated above, in two copies in the English language, being each one of them held by each one of the Parties.

Signed by *Luiz Gamba*)
for and on behalf of)
AGÊNCIA NACIONAL DO)
PETRÓLEO DE SÃO TOMÉ E PRÍNCIPE)

[Handwritten Signature])
Director/Duly Authorised Signatory

Signed by Jimmy van Itterbeek)
for and on behalf of)
KE STP COMPANY B.V.)

DocuSigned by:
Jimmy Van Itterbeek)
0a5b88b904A84430)
Director/Duly Authorised Signatory

INSTRUMENTO DE CESSÃO

(CONTRATO DE PARTILHA DE PRODUÇÃO – BLOCO 10 ZEE)

O PRESENTE INSTRUMENTO DE CESSÃO (o presente “Instrumento”) é celebrado no dia 6 de Agosto de 2022
Setembro

ENTRE

- (1) A REPÚBLICA DEMOCRÁTICA DE SÃO TOMÉ E PRÍNCIPE (o “Estado”), representada pela Agência Nacional do Petróleo de São Tomé e Príncipe, doravante designada por “ANP-STP”; e
- (2) BP EXPLORATION (STP) LIMITED, uma sociedade constituída e existente de acordo com as leis de Inglaterra, com sede social em Chertsey Road, Sunbury-on-Thames, Middlesex TW16 7LN, Reino Unido, com uma sucursal no Guiché Único para Empresas sob o n.º 8042/20180308 e escritório na Rua Mártires da Liberdade, Edifício Enco, Distrito de Água Grande, São Tomé - São Tomé e Príncipe, doravante designada por “BP”; e
- (3) KE STP COMPANY B.V., uma sociedade constituída e existente de acordo com as leis dos Países Baixos, com sede social em Carel van Bylandtlaan 30, 2596 HR, Haia, Países Baixos, com uma sucursal registada em São Tomé e Príncipe no Guiché Único para Empresas sob o n.º 9707/20201126 e escritório no Condomínio da Praia Lagarto C.P. 803, Distrito de Água Grande, São Tomé - São Tomé e Príncipe, doravante designada por “KE”;

A ANP-STP, a BP e a KE poderão ser referidas como “Partes”, quando referidas em conjunto.

CONSIDERANDO QUE

- (A) A REPÚBLICA DEMOCRÁTICA DE SÃO TOMÉ E PRÍNCIPE, representada pela ANP-STP, e a Kosmos Energy São Tomé e Príncipe (“Kosmos”) e a BP celebraram o Contrato de Partilha de Produção com a República Democrática de São Tomé e Príncipe a 9 de Março de 2018 (o “Contrato”), nos termos do qual a Kosmos e a BP obtiveram o direito exclusivo de realizar operações petrolíferas no Bloco 10 situado na Zona Económica Exclusiva de São Tomé e Príncipe;
- (B) A BP Exploration Operating Company Limited prestou uma garantia a favor da República Democrática de São Tomé e Príncipe (representada pela ANP-STP) datada de 4 de Abril de 2018, nos termos da qual garantiu as obrigações da BP decorrentes do Contrato (a “Garantia”);
- (C) No dia 8 de Dezembro de 2020, a Kosmos cedeu à KE o seu interesse participativo de 35% (trinta e cinco por cento) no Contrato;
- (D) Nos termos de um acordo de renúncia e cessão datado de 17 de Maio de 2022 (“ARC”), a BP acordou ceder à KE o seu interesse participativo de 50% (cinquenta por cento) no Contrato, e a KE acordou receber este interesse participativo de 50% (cinquenta por cento) (a “Cessão”);
- (E) A Cláusula 19 do Contrato permite às partes que constituem o Contratante ceder e transferir, no todo ou em parte, o seu interesse participativo no Contrato com os respectivos direitos, interesses e obrigações;
- (F) Nos termos da Cláusula 19 do Contrato, a ANP-STP, através da sua carta datada de 4 de Dezembro de 2020, com a Ref.º Nº 448/DE/ANP/2020, aprovou a cessão do interesse

participativo referido no Considerando C e renunciou a quaisquer direitos de preferência que tinha ao abrigo do Contrato ou das leis aplicáveis para preferir na transacção identificada no Considerando C;

- (G) Nos termos da Cláusula 19 do Contrato, a ANP-STP, através da sua carta datada de 22 de Agosto de 2022, com a Ref.ª Nº 305/DE/ANP/2022, aprovou a Cessão, conforme descrita no Considerando D, e informou sobre a renúncia do Estado a quaisquer direitos de preferência que tinha ao abrigo do Contrato ou das leis aplicáveis para preferir na transacção identificada no Considerando D;
- (H) Nos termos do n.º 3 do artigo 31.º da Lei-Quadro das Operações Petrolíferas (Lei n.º 16/2009, de 31 de Dezembro), a ANP-STP, actuando em representação do Governo, aprovou a mudança do operador do Bloco 10, cuja função passará a ser assumida pela KE;
- (I) As Partes concordam com a Cessão.

As Partes celebraram o presente Instrumento sujeito aos seguintes termos e condições:

Artigo 1

A Cessão produzirá os seus efeitos na data em que o presente Instrumento for assinado por todas as Partes (a "Data Efectiva").

Artigo 2

Pelo presente Instrumento, a BP cede e transfere à KE, e a KE aceita o interesse participativo de 50% (cinquenta por cento) referido no Considerando D, com todos os direitos, interesses e obrigações (o "Interesse Cedido"), de modo que a percentagem do interesse participativo detido pelas partes no Contrato a partir da Data Efectiva seja a seguinte:

ANP-STP	(15%);
KE	(85%).

Artigo 3

A KE reconhece e aceita que, a partir da Data Efectiva, assumirá e cumprirá todas as obrigações, responsabilidades e deveres ao abrigo do Contrato que possam surgir após esta data resultante do Interesse Cedido, e a ANP-STP aceita tal assunção e cumprimento pela KE. A KE declara ainda à ANP-STP e à BP que tem a capacidade financeira e técnica necessária para cumprir as obrigações e responsabilidades relacionadas com ou decorrentes do Interesse Cedido e, bem assim, para assumir as funções de Operador do Bloco 10. A KE submeterá a sua garantia da sociedade-mãe nos termos exigidos pela Cláusula 7.13 do Contrato.

A BP permanecerá responsável perante a ANP-STP nos termos das leis da República Democrática de São Tomé e Príncipe e do Contrato, em relação às suas obrigações e/ou deveres, na medida em que estejam relacionados com o Interesse Cedido antes da Data Efectiva. Sem prejuízo do que antecede, a ANP-STP considera, pelo presente Instrumento, a Garantia extinta e não apresentará nenhuma reclamação nos termos

da mesma e exonera a BP Exploration Operating Company Limited de qualquer obrigação anterior, existente ou futura ao abrigo da Garantia.

Sujeito aos termos do ARC, a KE compromete-se a defender, indemnizar e isentar a ANP-STP e a BP de e contra todas as obrigações, responsabilidades, deveres, custos e despesas decorrentes de operações relacionadas com o Contrato incorridos após a Data Efectiva, na medida em que estejam relacionados com o Interesse Cedido, salvo quando tais responsabilidades, custos e despesas resultem do incumprimento da BP das suas obrigações ou deveres ao abrigo do Contrato antes da referida data.

Artigo 4

A BP declara e garante que não transferiu, cedeu ou onerou o Interesse Cedido, e obriga-se a indemnizar e isentar a ANP-STP e a KE de quaisquer reclamações directas, perdas ou danos que a ANP-STP e a KE possam vir a sofrer ou incorrer em resultado da violação desta declaração e garantia.

Artigo 5

A ANP-STP por este meio concede a sua aprovação para a cessão da BP à KE e para a respectiva alteração dos seguintes acordos de investimento social:

1. o Acordo de Subvenção, datado de 20 de Outubro de 2020, celebrado entre a BP e a UNIVERSIDADE DE SÃO TOMÉ E PRÍNCIPE, incluindo o respectivo acordo de alteração celebrado em 21 de Outubro de 2021;
2. o Acordo de Subvenção, datado de 20 de Outubro de 2020, celebrado entre a BP e a ADAPPA, incluindo o respectivo acordo de alteração celebrado em 21 de Outubro de 2021;
3. o Memorando de Entendimento assinado a 12 de Outubro de 2021 e celebrado entre a BP e a CONSTROMÉ - SOCIEDADE DE CONSTRUÇÃO CIVIL, S.A.;
4. o Memorando de Entendimento assinado a 1 de Março de 2021 e celebrado entre a BP e a ATI CONSULTORES STP, LDA.; e
5. o Contrato de Prestação de Serviços Indirectos às Operações Petrolíferas (*Upstream*) para a Prestação de Serviços de Formação de Língua Inglesa assinado a 10 de Maio de 2022 e celebrado entre a BP e a UNISKILLS STP.

Artigo 6

As Partes devem assinar todos os outros documentos e cumprir todos os outros requisitos que possam ser necessários ou desejáveis à confirmação e registo da Cessão para que a mesma produza os seus efeitos, de acordo com as leis da República Democrática de São Tomé e Príncipe.

As cláusulas 22.1 (*Leis e Regulamentos*) e 25 (*Conciliação e Arbitragem*) do Contrato são incorporados pelo presente Instrumento por remissão.

Artigo 7

Todos os termos iniciados por letra maiúscula utilizados no presente Instrumento e que não se encontrem aqui expressamente definidos têm o mesmo significado que lhes é atribuído no Contrato.

Artigo 8

Qualquer alteração ao presente Instrumento apenas será vinculativa se acordada por escrito e assinada por um representante autorizado de cada Parte.

Em testemunho de que, as Partes devidamente assinaram e entregaram o presente Instrumento em 3 (três) originais em língua portuguesa e 3 (três) originais em língua inglesa. A versão portuguesa prevalecerá em caso de discrepância.

Assinado por *Lutz Gamba*)
em nome e em representação de)
AGÊNCIA NACIONAL DO)
PETRÓLEO DE SÃO TOMÉ E PRÍNCIPE)

Lutz Gamba)
Administrador/ Signatário Devidamente)
Autorizado

Assinado por *Andrew McAuslan*)
em nome e em representação de)
BP EXPLORATION (STP) LIMITED)

DocuSigned by: *Andrew McAuslan*)
28E9C023269B488)
Administrador/ Signatário Devidamente)
Autorizado

Assinado por *Jimmy Van Itterbeeck*)
em nome e em representação de)
KE STP COMPANY B.V.)

DocuSigned by: *Jimmy Van Itterbeeck*)
09D8EB904A64430)
Administrador/ Signatário Devidamente)
Autorizado

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[Signature]

DEED OF ASSIGNMENT

(PRODUCTION SHARING CONTRACT – BLOCK 13 EEZ)

THIS DEED OF ASSIGNMENT (this “Deed”) is made the 6 day of ~~August~~ 2022
September

BETWEEN

- (1) **THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE** (the “State”), represented by the Agência Nacional do Petróleo de São Tomé e Príncipe, hereinafter referred to as “ANP-STP”; and
- (2) **BP EXPLORATION (STP) LIMITED**, a company organized and existing under the laws of England, whose registered office is at Chertsey Road, Sunbury-on-Thames, Middlesex TW16 7LN, United Kingdom, with a branch office at *Guiché Único para Empresas* under nº 8042/20180308 and offices located at Rua Mártires da Liberdade, Edifício Enco, Distrito de Água Grande, São Tomé - São Tomé e Príncipe, hereinafter referred to as “BP”; and
- (3) **KE STP COMPANY B.V.**, a company organized and existing under the laws of The Netherlands, whose registered office is at Carel van Bylandtlaan 30, 2596 HR, The Hague, The Netherlands, with a branch registered in São Tomé and Príncipe at *Guiché Único para Empresas* under nº 9707/20201126, and office at Condomínio da Praia Lagarto C.P. 803, Distrito de Água Grande, São Tomé - São Tomé e Príncipe, hereinafter referred to as “KE”;

ANP-STP, BP and KE may collectively be referred to as the “Parties”.

WHEREAS

- (A) THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE, represented by the ANP-STP, and Kosmos Energy São Tomé e Príncipe (“Kosmos”) and BP entered into the Production Sharing Contract signed with the Democratic Republic of São Tomé and Príncipe on 9 March 2018 (the “Contract”), in pursuance of which Kosmos and BP obtained the exclusive right to undertake petroleum operations in Block 13 within the Exclusive Economic Zone of São Tomé and Príncipe;
- (B) BP Exploration Operating Company Limited entered into a guarantee with the Democratic Republic of São Tomé and Príncipe (represented by the ANP-STP) dated 4 April 2018 whereby it guaranteed BP’s obligations under the Contract (the “Guarantee”);
- (C) Kosmos has assigned a thirty-five percent (35%) participating interest in the Contract to KE on 8 December 2020;
- (D) Pursuant to the terms of a withdrawal and assignment agreement dated 17 May 2022 (“WAA”), BP has agreed to assign to KE a fifty percent (50%) participating interest in the Contract, and KE has agreed to receive this fifty percent (50%) participating interest (the “Assignment”);

- (E) Clause 19 of the Contract permits the parties that form the Contractor to assign and transfer in whole or in part their participating interest in the Contract with the respective rights, interests and obligations;
- (F) Under Clause 19 of the Contract, ANP-STP, by its letter dated 4 December 2020, with the Ref. № 448/DE/ANP/2020, approved the assignment of participating interest in Recital C and waived any preferential rights it had under the Contract or under applicable laws to pre-empt the transaction identified in Recital C;
- (G) Under Clause 19 of the Contract, ANP-STP, by its letter dated 22 August 2022, with the Ref. № 306/DE/ANP/2022, approved the Assignment, as described in Recital D, and informed of the State's waiver of any preferential rights it had under the Contract or under applicable laws to pre-empt the transaction identified in Recital D;
- (H) Under Article 31.3 of the Petroleum Framework Law (Law No. 16/2009, of 31 December 2009), ANP-STP, acting on behalf of the Government, approved the change of operatorship of Block 13, which shall be assumed by KE;
- (I) The Parties agree to the Assignment.

The Parties have entered into this Deed subject to the following terms and conditions:

Article 1

The Assignment shall be effective on the date this Deed is signed by all Parties (the "Effective Date").

Article 2

By virtue of this Deed, BP assigns and transfers to KE, and KE accepts the fifty percent (50%) participating interest referred to in Recital D, with all rights, interests and obligations (the "Assigned Interest"), so that the percentage interest held by the parties in the Contract as of the Effective Date shall be as follows:

ANP-STP	(15%);
KE	(85%).

Article 3

KE acknowledges and accepts that it shall assume and fulfil all the obligations, liabilities and duties from the Effective Date, under the Contract that may arise after this date related to the Assigned Interest, and ANP-STP accepts such assumption and fulfilment by KE. KE further represents to ANP-STP and BP that it has the required financial capability and technical capacity to comply with the obligations and liabilities related to or arising from the Assigned Interest, as well as to assume the role of Operator of Block 13. KE shall submit its parent company guarantee as required pursuant to clause 7.13 of the Contract.

BP shall remain liable to ANP-STP under the laws of the Democratic Republic of São Tomé and Príncipe and the Contract, in respect of its obligations and/or duties, to the extent they are related to the Assigned Interest before the Effective Date. Subject to the foregoing, ANP-STP hereby considers the Guarantee terminated and, shall pursue no claim in respect thereof and releases BP Exploration Operating Company Limited from any previous, existing or future obligation thereunder.

Subject to the terms of the WAA, KE undertakes to defend, indemnify and hold each of ANP-STP and BP harmless from and against all such obligations, liabilities, duties, costs and expenses arising out of operations relating to the Contract which accrue after the Effective Date to the extent they are related to the Assigned Interest except to the extent that such liabilities, costs and expenses arise as a result of BP's failure to perform or satisfy its obligations or duties under the Contract before that date.

Article 4

BP declares and warrants that it has not transferred, assigned or pledged the Assigned Interest and BP undertakes to indemnify and shall hold harmless ANP-STP and KE harmless from all direct claims, losses or damages that ANP-STP and KE may suffer or incur owing to a violation of the above declaration and warranty.

Article 5

ANP-STP hereby grants its approval to the assignment from BP to KE and the respective amendment of the following social expenditure agreements:

1. the Grant Agreement dated 20 October 2020 and entered into between BP and SÃO TOMÉ AND PRÍNCIPE UNIVERSITY, including its amendment agreement entered into on 21 October 2021;
2. the Grant Agreement dated 20 October 2020 and entered into between BP and ADAPPA, including its amendment agreement entered into on 21 October 2021;
3. the Memorandum of Understanding signed on 12 October 2021 and entered into between BP and CONSTROMÉ - SOCIEDADE DE CONSTRUÇÃO CIVIL, S.A.;
4. the Memorandum of Understanding signed on 1 March 2021 and entered into between BP and ATI CONSULTORES STP, LDA.; and
5. the Upstream Indirect Services Agreement for the Provision for English Language Training signed on 10 May 2022 and entered into between BP and UNISKILLS STP.

Article 6

The Parties shall sign all other documents and shall carry out all other requirements that may be necessary or desirable in order to confirm and record the Assignment to make the Assignment effective in accordance with the laws of the Democratic Republic of São Tomé and Príncipe.

Clauses 22.1 (*Laws and Regulations*) and 25 (*Conciliation and Arbitration*) of the Contract are hereby incorporated by reference into this Deed.

Article 7

All the capitalised terms used in this Deed, which are not expressly defined herein, will have the same definition as that indicated in the Contract.

Article 8

Any variation to this Deed shall only be binding if it is in writing and signed by an authorised representative of each Party.

In witness hereof, the Parties have duly signed and delivered this Deed in three (3) originals in the Portuguese language and in three (3) originals in the English language. The Portuguese version will prevail in case of discrepancy.

Signed *Luiz Gamboni* by)
.....)
for and on behalf of)
AGÊNCIA NACIONAL DO)
PETRÓLEO DE SÃO TOMÉ E)
PRÍNCIPE)

[Signature]
.....)
Director/Duly Authorised Signatory

Signed Andrew McAuslan by)
.....)
for and on behalf of)
BP EXPLORATION (STP) LIMITED)

DocuSigned by:
[Signature]
.....)
Director/Duly Authorised Signatory

Signed Jimmy Van Itterbeeck by)
.....)
for and on behalf of)
KE STP COMPANY B.V.)

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Director/Duly Authorised Signatory

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DEED OF ASSIGNMENT

(PRODUCTION SHARING CONTRACT – BLOCK 13 EEZ)

THIS DEED OF ASSIGNMENT (this “Deed”) is made the 6 day of ~~August~~ 2022
September

BETWEEN

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- (3) **KE STP COMPANY B.V.**, a company organized and existing under the laws of The Netherlands, whose registered office is at Carel van Bylandtlaan 30, 2596 HR, The Hague, The Netherlands, with a branch registered in São Tomé and Príncipe at *Guiché Único para Empresas* under n° 9707/20201126, and office at Condomínio da Praia Lagarto C.P. 803, Distrito de Água Grande, São Tomé - São Tomé e Príncipe, hereinafter referred to as “KE”;

ANP-STP, BP and KE may collectively be referred to as the “Parties”.

WHEREAS

- (A) **THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE**, represented by the ANP-STP, and Kosmos Energy São Tomé e Príncipe (“Kosmos”) and BP entered into the Production Sharing Contract signed with the Democratic Republic of São Tomé and Príncipe on 9 March 2018 (the “Contract”), in pursuance of which Kosmos and BP obtained the exclusive right to undertake petroleum operations in Block 13 within the Exclusive Economic Zone of São Tomé and Príncipe;
- (B) BP Exploration Operating Company Limited entered into a guarantee with the Democratic Republic of São Tomé and Príncipe (represented by the ANP-STP) dated 4 April 2018 whereby it guaranteed BP’s obligations under the Contract (the “Guarantee”);
- (C) Kosmos has assigned a thirty-five percent (35%) participating interest in the Contract to KE on 8 December 2020;
- (D) Pursuant to the terms of a withdrawal and assignment agreement dated 17 May 2022 (“WAA”), BP has agreed to assign to KE a fifty percent (50%) participating interest in the Contract, and KE has agreed to receive this fifty percent (50%) participating interest (the “Assignment”);

- (E) Clause 19 of the Contract permits the parties that form the Contractor to assign and transfer in whole or in part their participating interest in the Contract with the respective rights, interests and obligations;
- (F) Under Clause 19 of the Contract, ANP-STP, by its letter dated 4 December 2020, with the Ref. № 448/DE/ANP/2020, approved the assignment of participating interest in Recital C and waived any preferential rights it had under the Contract or under applicable laws to pre-empt the transaction identified in Recital C;
- (G) Under Clause 19 of the Contract, ANP-STP, by its letter dated 22 August 2022, with the Ref. № 306/DE/ANP/2022, approved the Assignment, as described in Recital D, and informed of the State's waiver of any preferential rights it had under the Contract or under applicable laws to pre-empt the transaction identified in Recital D;
- (H) Under Article 31.3 of the Petroleum Framework Law (Law No. 16/2009, of 31 December 2009), ANP-STP, acting on behalf of the Government, approved the change of operatorship of Block 13, which shall be assumed by KE;
- (I) The Parties agree to the Assignment.

The Parties have entered into this Deed subject to the following terms and conditions:

Article 1

The Assignment shall be effective on the date this Deed is signed by all Parties (the "Effective Date").

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By virtue of this Deed, BP assigns and transfers to KE, and KE accepts the fifty percent (50%) participating interest referred to in Recital D, with all rights, interests and obligations (the "Assigned Interest"), so that the percentage interest held by the parties in the Contract as of the Effective Date shall be as follows:

ANP-STP	(15%);
KE	(85%).

Article 3

KE acknowledges and accepts that it shall assume and fulfil all the obligations, liabilities and duties from the Effective Date, under the Contract that may arise after this date related to the Assigned Interest, and ANP-STP accepts such assumption and fulfilment by KE. KE further represents to ANP-STP and BP that it has the required financial capability and technical capacity to comply with the obligations and liabilities related to or arising from the Assigned Interest, as well as to assume the role of Operator of Block 13. KE shall submit its parent company guarantee as required pursuant to clause 7.13 of the Contract.

BP shall remain liable to ANP-STP under the laws of the Democratic Republic of São Tomé and Príncipe and the Contract, in respect of its obligations and/or duties, to the extent they are related to the Assigned Interest before the Effective Date. Subject to the foregoing, ANP-STP hereby considers the Guarantee terminated and, shall pursue no claim in respect thereof and releases BP Exploration Operating Company Limited from any previous, existing or future obligation thereunder.

Subject to the terms of the WAA, KE undertakes to defend, indemnify and hold each of ANP-STP and BP harmless from and against all such obligations, liabilities, duties, costs and expenses arising out of operations relating to the Contract which accrue after the Effective Date to the extent they are related to the Assigned Interest except to the extent that such liabilities, costs and expenses arise as a result of BP's failure to perform or satisfy its obligations or duties under the Contract before that date.

Article 4

BP declares and warrants that it has not transferred, assigned or pledged the Assigned Interest and BP undertakes to indemnify and shall hold harmless ANP-STP and KE harmless from all direct claims, losses or damages that ANP-STP and KE may suffer or incur owing to a violation of the above declaration and warranty.

Article 5

ANP-STP hereby grants its approval to the assignment from BP to KE and the respective amendment of the following social expenditure agreements:

1. the Grant Agreement dated 20 October 2020 and entered into between BP and SÃO TOMÉ AND PRÍNCIPE UNIVERSITY, including its amendment agreement entered into on 21 October 2021;
2. the Grant Agreement dated 20 October 2020 and entered into between BP and ADAPPA, including its amendment agreement entered into on 21 October 2021;
3. the Memorandum of Understanding signed on 12 October 2021 and entered into between BP and CONSTROMÉ - SOCIEDADE DE CONSTRUÇÃO CIVIL, S.A.;
4. the Memorandum of Understanding signed on 1 March 2021 and entered into between BP and ATI CONSULTORES STP, LDA.; and
5. the Upstream Indirect Services Agreement for the Provision for English Language Training signed on 10 May 2022 and entered into between BP and UNISKILLS STP.

Article 6

The Parties shall sign all other documents and shall carry out all other requirements that may be necessary or desirable in order to confirm and record the Assignment to make the Assignment effective in accordance with the laws of the Democratic Republic of São Tomé and Príncipe.

Clauses 22.1 (*Laws and Regulations*) and 25 (*Conciliation and Arbitration*) of the Contract are hereby incorporated by reference into this Deed.

Article 7

All the capitalised terms used in this Deed, which are not expressly defined herein, will have the same definition as that indicated in the Contract.

Article 8

Any variation to this Deed shall only be binding if it is in writing and signed by an authorised representative of each Party.

In witness hereof, the Parties have duly signed and delivered this Deed in three (3) originals in the Portuguese language and in three (3) originals in the English language. The Portuguese version will prevail in case of discrepancy.

Signed *Luiz Gamboni* by)
.....)
for and on behalf of)
AGÊNCIA NACIONAL DO)
PETRÓLEO DE SÃO TOMÉ E)
PRÍNCIPE)

Luiz Gamboni
.....
Director/Duly Authorised Signatory

Signed Andrew McAuslan by)
.....)
for and on behalf of)
BP EXPLORATION (STP) LIMITED)

DocuSigned by:
Andrew McAuslan
.....
26E8092326984B8.....
Director/Duly Authorised Signatory

Signed Jimmy Van Itterbeeck by)
.....)
for and on behalf of)
KE STP COMPANY B.V.)

DocuSigned by:
Jimmy Van Itterbeeck
.....
88D8E9864A01433.....
Director/Duly Authorised Signatory

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[Signature]

DEED OF ASSIGNMENT

(JOINT OPERATING AGREEMENT – BLOCK 13 EEZ)

THIS DEED OF ASSIGNMENT (this “**Deed**”) is made this 6 day of August 2022
September

BETWEEN

- (1) **AGÊNCIA NACIONAL DO PETRÓLEO DE SÃO TOMÉ E PRÍNCIPE**, an entity of the State of São Tomé e Príncipe, created by Decree Law No. 5/2004, of 14 June, as amended by Decree Law No. 7/2014, of 25 April, with its offices in Av. das Nações Unidas, Caixa Postal n.º 1048, São Tomé - São Tomé e Príncipe, hereinafter referred to as “**ANP-STP**”;
 - (2) **BP EXPLORATION (STP) LIMITED**, a company organized and existing under the laws of England, whose registered office is at Chertsey Road, Sunbury-on-Thames, Middlesex TW16 7LN, United Kingdom, with a branch office at *Guiché Único para Empresas* under n.º 8042/20180308 and offices located at Rua Mártires da Liberdade, Edifício Enco, Distrito de Água Grande, São Tomé - São Tomé e Príncipe, hereinafter referred to as “**BP**”; and
 - (3) **KE STP COMPANY B.V.**, a company organized and existing under the laws of The Netherlands, whose registered office is at Carel van Bylandtlaan 30, 2596 HR, The Hague, The Netherlands, with a branch registered in São Tomé e Príncipe at *Guiché Único para Empresas* under n.º 9707/20201126 at Condomínio da Praia Lagarto C.P. 803, Distrito de Água Grande, São Tomé - São Tomé e Príncipe, hereinafter referred to as “**KE**”;
- ANP-STP, BP and KE may collectively be referred to as “**Parties**”.

RECITALS

- (A) The Block 13 production sharing contract was first entered into on 9 March 2018 by and between the Democratic Republic of São Tomé e Príncipe, represented by ANP-STP, BP and Kosmos Energy São Tomé e Príncipe (“**Kosmos**”) (the “**Contract**”).
- (B) The Block 13 joint operating agreement was first entered into on 20 September 2018 by and between ANP-STP, BP and Kosmos, (the “**JOA**”).
- (C) Pursuant to the terms of a withdrawal and assignment agreement dated 17 May 2022 (“**WAA**”), BP has agreed to transfer and assign its fifty per cent (50%) Participating Interest in the Contract and the JOA to KE.
- (D) Article 13 states a withdrawing Party shall assign its Participating Interest free of cost to the non-withdrawing Parties in the proportion that the non-withdrawing Parties agree.
- (E) Under a Deed of Assignment between the Parties, BP validly assigned to KE all of its undivided fifty per cent (50%) Participating Interest under the Contract in accordance with the Contract.
- (F) The Parties have agreed that BP also assigns and transfers to KE all of its undivided fifty per cent (50%) Participating Interest in the JOA on the terms and conditions of this Deed (the “**Assignment**”).

In witness whereof, the Parties have agreed the following between themselves in consideration of the obligations set out in this Deed.

Article 1

The Assignment shall be effective on the date this Deed is signed by all Parties (the "Effective Date").

Article 2

BP assigns and transfers and KE accepts under this Deed, all of BP's fifty per cent (50%) undivided participating interest in the JOA (the "KE Assigned Interest"), so that the participating interests held by the parties in the JOA as of the Effective Date are as follows:

ANP-STP (15%);

KE (85%).

Up until such time that ANP-STP's carried interest is converted into a full working Participating Interest pursuant to the terms of the Contract, the Carrying Share of the Parties shall be:

ANP-STP (0%);

KE (100%).

Article 3

KE acknowledges and accepts that from the Effective Date it shall assume and fulfil all the obligations, responsibilities and duties under the JOA that may arise after this date related to the KE Assigned Interest, and ANP-STP accepts such assumption and fulfilment by KE.

Subject to the terms of the WAA, KE agrees to indemnify and hold each of ANP-STP and BP harmless from and against all such obligations, liabilities, duties, costs and expenses arising out of operations relating to the JOA which accrue after the Effective Date to the extent they are related to the KE Assigned Interest except to the extent that such liabilities, costs and expenses arise as a result of BP's failure to perform or satisfy its obligations or duties under the Contract before that date.

Article 4

BP declares and warrants under this Deed that it has not in any way previously transferred, assigned or pledged its interest under the JOA constituting the object of the present assignment to KE and BP undertakes to indemnify and shall hold ANP-STP and KE harmless from all direct claims, losses or damages that ANP-STP and KE may suffer or incur owing to a violation of the above declaration and warranty.

Article 5

The Parties shall sign all other documents and shall carry out all other requirements that may be necessary or desirable in order to confirm or record the Assignment, and to put this into effect in accordance with the laws of England and Wales and, where required, the laws of the Democratic Republic of São Tomé e Príncipe.

Article 6

All the capitalised terms used and not otherwise defined in this Deed have the same definition as that indicated in the JOA.

Articles 18.1 (*Applicable Law*) and 18.2 (*Dispute Resolution*) of the JOA are hereby incorporated by reference into this Deed.

Article 7

Any variation to this Deed shall only be binding if it is in writing and signed by an authorised representative of each Party.

Article 8

Nothing in this Deed is intended to confer on any person any right to enforce any term of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Article 9

This Deed may be executed in counterparts and each counterpart shall be deemed an original deed of assignment for all purposes; provided that no Party shall be bound to this Deed until all Parties have executed a counterpart. For purposes of assembling the counterparts into one document, each Party is authorized to detach the signature page from each counterpart and attach each signed signature page to a counterpart. A manually signed copy of this Deed delivered by facsimile, scan, email or other form of electronic communications shall be deemed to have the same legal effect as the delivery of an original signed copy of this Deed.

In witness whereof, the Parties have duly entered into and delivered this Deed in the English language dated and effective on the date first indicated above.

Signed by *Luiz Gamba*)
for and on behalf of)
AGÊNCIA NACIONAL DO)
PETRÓLEO DE SÃO TOMÉ E PRÍNCIPE)

[Handwritten Signature])
Director/Duly Authorised Signatory

Signed by Andrew McAuslan)
for and on behalf of)
BP EXPLORATION (STP) LIMITED)

DocuSigned by: *[Handwritten Signature]*)
26EBC9232696486)
Director/Duly Authorised Signatory

Signed by Jimmy Van Itterbeeck)
for and on behalf of)
KE STP COMPANY B.V.)

DocuSigned by: *Jimmy Van Itterbeeck*)
08DBEB904A64430)
Director/Duly Authorised Signatory