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**SECOND AMENDMENT TO
PRODUCTION SHARING CONTRACT
BY AND AMONG
THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE
REPRESENTED BY THE
AGÊNCIA NACIONAL DO PETRÓLEO DE SAO TOMÉ E PRÍNCIPE
AND
KE STP COMPANY B.V.
FOR
BLOCK 10**

**Amendment Executed on the 6 day of ~~August~~ 2022
September**

THIS SECOND AMENDMENT TO THE PRODUCTION SHARING CONTRACT is made the 6 day of August 2022 (the "Amendment")

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, "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 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 and KE may collectively be referred to as the "Parties"

WHEREAS

- (A) THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE, represented by ANP-STP, and BP Exploration (STP) Limited ("BP") and Kosmos Energy São Tomé e Príncipe ("Kosmos") entered into the Production Sharing Contract signed on 9 March 2018 (the "Contract"), in pursuance of which BP and Kosmos obtained the exclusive right to undertake petroleum operations in Block 10 within the Exclusive Economic Zone of São Tomé and Príncipe;
- (B) Pursuant to Clause 19 of the Contract, ANP-STP, BP, Kosmos and KE executed on 8 December 2020, the Deed of Assignment by way of which Kosmos validly assigned to KE a thirty-five percent (35%) participating interest in the Contract;
- (C) 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");
- (D) Pursuant to Clause 19 of the Contract, ANP-STP, BP and KE executed on the date of this Amendment, the Deed of Assignment by way of which BP validly assigned to KE fifty percent (50%) participating interest in the Contract.
- (E) 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 B and waived any preferential rights it had under the Contract or under applicable laws to pre-empt the transaction identified in Recital B;
- (F) Under Clause 19 of the Contract, ANP-STP, by its letter dated 22 August 2022, with the Ref. № 305/DE/ANP/2022, approved the assignment of participating interest in Recital C 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 C;
- (G) 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 of the State, approved the change of operatorship of Block 10, which shall be assumed by KE;

(H) Consequently, the participating interests held by the Parties in the Contract shall be the following as of the effective date of the Assignment:

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

(I) Following a request by Contractor, ANP-STP issued its letter dated 28 June 2022, with the Ref. № 239/DE/ANP/2022, granting the requested twelve (12) month extension to the Phase I Exploration Period of the Contract.

THEREFORE

ANP-STP and KE (hereinafter collectively identified as the "Parties") hereby execute this Amendment subject to the following terms and conditions:

1. By virtue and as a consequence of the Assignment, the Parties agree to amend the Contract, effective on the date of execution of the Contract 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 and KE, to the extent of the participating interests held by each one of them in the Contract.
2. KE shall submit its parent company guarantee as required pursuant to clause 7.13 of the Contract in the form as approved by ANP-STP.
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 amended as follows:

"Recital (F) KE is hereby designated as the Operator under Clause 28 of this Contract."

"2.5. Social Projects

The Contractor commits to undertake social projects during the Exploration Period valued at US\$17,250,000 (seventeen million two hundred fifty thousand United States dollars), capped at USD\$15,250,000 (fifteen million two hundred fifty thousand United States dollars) in the Exploration Phase I, US\$1,000,000 (one million United States dollars) in Exploration Phase II; and US\$1,000,000 (one million United States dollars) in Exploration Phase III.

If Petroleum is produced from the Contract Area, the Contractor shall undertake additional social projects according to the following schedule:

<i>Cumulative Production (millions of Barrels or Barrels equivalent)</i>	<i>Value (US\$ million) of Project</i>
<i>20</i>	<i>2.5</i>

40	5.0
60	7.5

"4.1. Save as otherwise provided in Clause 4.6 and the extensions granted by the National Petroleum Agency, and subject to Clause 20, the term of this Contract shall be for a period of twenty-eight (28) years from the Effective Date, comprising eight (8) year Exploration and Appraisal period, as extended pursuant to Clauses 5.1(b) and/or (c) (the "Exploration Period") and a twenty (20) year Production period (the "Production Period").

As a result of this first extension granted by ANP-STP, twelve (12) additional months, making a total of one (1) year, will be added to the above referred eight (8) years of duration of the Exploration Period. Regardless of the extensions granted to any Exploration Period, the Contractor shall be entitled to twenty (20) years of Production Period."

"4.2 The Exploration Period shall be divided as follows:

Phase I: four (4) years from the Effective Date plus a total of one (one) year extension;

Phase II: from the end of Phase I until two (2) years after the end of Phase I; and

Phase III: from the end of Phase II until two (2) years after the end of Phase II, as extended pursuant to Clauses 5.1(b) and/or (c)."

"9.2 (r) have, as of the date of execution of the Second Amendment, the participating interests of:

KE eighty-five per cent (85%)

In accordance with Clause 8, the National Petroleum Agency has a participating interest of fifteen percent (15%)"

"28.1 KE is hereby designated as the Operator under this Contract to execute, for and on behalf of the Contractor, all Petroleum Operations in the Contract Area pursuant to and in accordance with this Contract and the Petroleum Law."

"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)*

Avenida das Nações Unidas, 225 A

C.P.1048 São Tomé, São Tomé and 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

Copy to: KE STP Company B.V.

Carel van Bylandtlaan 30

2596 HR

The Hague, The Netherlands

Attention Jimmy Van Itterbeeck

*Business Opportunity Manager –
São Tomé e Príncipe*

E-mail Jimmy.VanItterbeeck@shell.com

Tel: +31651913229

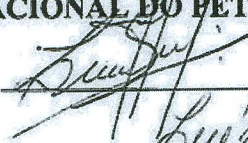
4. Capitalized terms in this Amendment not specifically defined herein shall have the same meaning as defined in the Contract.
5. All the remaining provisions of the Contract, which are not expressly modified by this Amendment, shall remain in full force and effect in their precise original terms.
6. For the avoidance of doubt, the provisions of Clauses 14.7 and 14.9 of the Contract shall also apply to the twelve (12) month extension provided for in this Amendment.

Signed and executed on the date first set out above, in two (2) originals, being each one of them held by each one of the Parties hereto.

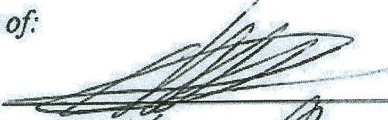
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IN WITNESS WHEREOF the Parties have caused this Amendment to be executed the date first written above.

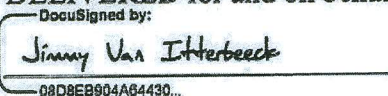
SIGNED AND DELIVERED for and on behalf of THE STATE represented by the AGÊNCIA NACIONAL DO PETRÓLEO OF SÃO TOMÉ E PRÍNCIPE

Signature: 
Name: Luiz Gamboa
Designation: EXECUTIVE DIRECTOR

In the presence of:

Signature: 
Name: Celso Pires
Designation: Economic Director

SIGNED AND DELIVERED for and on behalf of KE STP COMPANY B.V.

Signature: 
Name: Jimmy van Itterbeek
Designation: Attorney

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[Signature]

DEED OF ASSIGNMENT

(JOINT OPERATING AGREEMENT – BLOCK 10 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.º1048, 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.º8042/20180308 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 10 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 Sao Tome and Principe (“**Kosmos**”) (the “**Contract**”).
- (B) The Block 10 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)

[Signature])
Director/Duly Authorised Signatory

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

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Director/Duly Authorised Signatory

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

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

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/s/

DEED OF ASSIGNMENT

(PRODUCTION SHARING CONTRACT – BLOCK 10 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 n° 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 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 10 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. № 305/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 10, 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 10. 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 Gamba* by)
.....)
for and on behalf of)
AGÊNCIA NACIONAL DO)
PETRÓLEO DE SÃO TOMÉ E)
PRÍNCIPE)

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

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

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[Handwritten Signature]
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Director/Duly Authorised Signatory

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

DocuSigned by:
[Handwritten Signature]
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D8D8E8902A64430.....
Director/Duly Authorised Signatory