



ANP-STP
AGÊNCIA NACIONAL DO PETRÓLEO DE S. TOMÉ E PRÍNCIPE

19h

Gabinete do Director Executivo

to dep.
Tecnologia para
a sua segurança

ADMINISTRADOR
GRIP
20/03/22

Exmo. Senhor Administrador
Gabinete de Registo de Informação Pública (G.R.I.P.)
Biblioteca Nacional

São Tomé

N/Ref N° 085/DE/ANP/2022

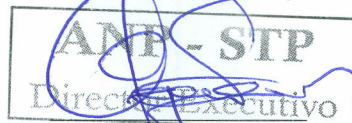
Assunto: Sexta Adenda ao Contrato de Partilha de Produção para o Bloco 5 da Zona Económica Exclusiva ("ZEE")

Dando cumprimento ao disposto no art. 66° da Lei n. °16/2009, de 31 de Dezembro (Lei-Quadro das Operações Petrolíferas), os art. 17° e 18° da Lei n° 8/2004, de 30 de Dezembro (Lei-Quadro das Receitas Petrolíferas), bem como a Cláusula 32.5 do Contrato de Partilha de Produção, sirvo-me da presente para remeter cópias da Sexta Adenda ao Contrato de Partilha de Produção para o Bloco 5 da ZEE, em língua portuguesa e inglesa.

Com os melhores cumprimentos,

São Tomé, 7 de Março de 2022.

O Director Executivo,



Olegário Tiny



Janésia Miguel

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**SIXTH AMENDMENT TO THE
PRODUCTION SHARING CONTRACT**

BY AND BETWEEN

THE DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE

REPRESENTED BY THE

AGÊNCIA NACIONAL DO PETRÓLEO DE SÃO TOMÉ E PRÍNCIPE

AND

EQUATOR EXPLORATION STP BLOCK 5 LIMITED

AND

KOSMOS ENERGY SAO TOME AND PRINCIPE

FOR

BLOCK 5

Amendment Executed 07 day of March 2022

THIS SIXTH AMENDMENT TO THE PRODUCTION SHARING CONTRACT is entered into 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) **EQUATOR EXPLORATION STP BLOCK 5 LIMITED**, a company existing under the laws of the British Virgin Islands, registration number 1000133, with registered offices at Craigmuir Chambers, Road Town, Tortola, British Virgin Islands with a branch registered in Sao Tome and Principe with the *Guiché Unico* under no. 343/012 at Avenida da Independência No. 392, Sao Tome, (hereinafter referred to as “Equator”)

AND

(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 n° 5492/2016 at Rua Soldado Paulo Ferreira, Edificio Francisco Cabral, 1º Andar CP. 410 São Tomé, (hereinafter referred to as “Kosmos”);

WHEREAS

A. ANP-STP and Equator entered into the Production Sharing Contract signed with the State on 18th April 2012 (the “Contract”), in pursuance of which Equator obtained the exclusive right to undertake petroleum operations in Block 5 within the Exclusive Economic Zone of Sao Tome and Principe;

B. Pursuant to clause 19 of the Contract, ANP-STP, Equator and Kosmos executed on 19th February 2016, the Deed of Assignment by way of which (i) Equator assigned to Kosmos a sixty-five percent (65%) participating interest in the Contract; (ii) ANP-STP duly authorized the assignment; (iii) ANP-STP waived any preferential rights it may have under the Contract or under applicable Laws to pre-empt the transaction contemplated by the Deed of Assignment.



C. Pursuant to clause 19 of the Contract, ANP-STP, Galp, Equator and Kosmos executed on 13th 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 assignment; (iii) ANP-STP waived any preferential rights it may have under the Contract or under applicable Laws to pre-empt the transaction contemplated by the Deed of Assignment.

D. Pursuant to clause 19 of the Contract, ANP-STP, Galp, Equator and Kosmos executed on 24th March 2020, the Deed of Assignment by which (i) Galp withdrew from the Contract; (ii) Equator and Kosmos each accepted assignment of a pro rata share of Galp's participating interest in the Contract; (iii) ANP-STP duly authorized the assignment and waived any preferential rights it may have under the Contract or under applicable Laws to pre-empt the transaction contemplated by the Deed of Assignment pursuant to its letter of 30th April 2019. Consequently, the participating interests held by the parties in the Contract as of 31st May 2019 is set out in clause 1 hereto.

E. By the First Amendment, dated 24th November 2014 and pursuant to ANP-STP's letter granting the approval, following request by Contractor, the Contract was amended to readjust 2D and 3D seismic data commitment under the Contract Area.

F. By the Second Amendment, dated 15th September 2015, and pursuant to ANP-STP's letter granting the approval, following request by Contractor, the Contract was amended to readjust 2D and 3D seismic data commitment under the Contract Area.

G. By the Third Amendment, dated 19th February 2016, and pursuant to ANP-STP's letter granting the approval, following request by Contractor, the Contract was amended to reflect the approved one (1) year extension to Phase I of the Exploration Period.

H. By the Fourth Amendment, dated 13th December 2016, and pursuant to ANP-STP's letter granting the approval, following request by Contractor, the Contract was amended to reflect the approved two (2) year extension to Phase I of the Exploration Period

I. By the Fifth Amendment, dated 13th August 2020, and pursuant to ANP-STP's letter granting the approval, following request by Contractor, and ANP-STP, pursuant to Government Resolution no. 25/2020 approved on 17th June 2020 issued its letter under Ref. No 268/DE/ANP/2020, dated 1st July 2020, granted an extension to Phase II



Exploration Period and modification of the Minimum Financial Commitment in Phase II and the Minimum Work Obligations in Phase II and Phase III, the Contract was amended to reflect the approved one (1) year extension to Phase II of the Exploration Period

J. Following a request by Kosmos, as Operator and on behalf of the Parties to the Contract, ANP-STP, issued its letter under Ref. No 458/ANP/DE/2021, dated 30 December 2021, granting a six (6) month extension to Phase II Exploration Period.

K. ANP-STP, Equator, and Kosmos (hereinafter collectively identified as the **"Parties"**) hereby execute this Sixth amendment to the Contract (the **"Sixth Amendment"**) to reflect the terms of ANP-STP's approvals in paragraph J above, subject to the following terms and conditions:

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

1. The participating interests held by the Parties in the Contract, as of 31st May 2019 is as follows:
 - ANP-STP – fifteen per cent (15%);
 - KOSMOS – fifty-eight point eight four six one five four per cent (58.846154%);
 - EQUATOR – twenty-six point one five three eight four six per cent (26.153846%)
2. The Parties agree to amend the Contract, effective on the date of execution of this Sixth Amendment of the Contract.
3. ANP-STP hereby approves a six (6) month extension to Phase II of the Exploration Period set forth in Clause 4.2 of Contract, as a result of which the duration of the Exploration Period will be eight (8) years plus four (4) years and six (6) months extension granted by ANP-STP. Pursuant to the foregoing, and in accordance with Clauses 27.4, and 32.1 of the Contract, Clauses 4.1. and 4.2. of the Contract are hereby amended as follows:

"4.1. Subject to Clause 20, the term of this Contract shall be for a period of twenty-eight (28) years from the Effective Date, with an eight (8) year Exploration and



Appraisal period as extended hereunder (the "**Exploration Period**") and a twenty (20) year Production period (the "**Production Period**").

As a result of this third extension granted by ANP-STP, six (6) additional months, making a total of four (4) years six (6) months, 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 three (3) years extension;

Phase II: from the end of Phase I until two (2) years plus one (1) year six (6) months extension 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)."

4. In accordance with clauses 27.1 and 32.1 of the Contract, Clause 2.5. of the Contract is hereby amended as follows:

"2.5. Social Projects

The Contractor commits to undertake social projects during each phase of the Exploration Period valued at a minimum of the amounts below:

- Phase I: Four Hundred Thousand United States dollars (U.S \$400,000) per year for a total of Two million Eight hundred thousand United States dollars (U.S \$2,800,000);
- Phase II: Three Hundred and Fifty Thousand United States dollars (U.S \$350,000) per year for a total of One Million Fifty Thousand United States dollars (U.S \$1,050,000) and for the six-month extension of the Contract pursuant to Clauses 4.1 and 4.2, One Hundred Seventy-Five Thousand United States dollars (U.S \$175,000);
- Phase III: Three Hundred and Fifty Thousand United States dollars (U.S \$350,000) per year for a total of Seven Hundred Thousand United States dollars (U.S \$700,000);"

5. In accordance with clauses 27.1 and 32.1 of the Contract, Clause 14.7 of the Contract is hereby amended as follows:

"14.7 The Contractor shall spend point twenty-five percent (0.25%) of the Operating Costs in each Year of the Exploration Period subject to a minimum of US\$100,000 (one hundred thousand United States dollars) and a maximum of

US\$250,000 (two hundred fifty thousand United States dollars) in any Calendar Year on scholarships for the training of nationals of Sao Tome and Principe at institutions to be selected by the National Petroleum Agency. In connection with the review of the annual Work Program and Budgets, the National Petroleum Agency may propose additional budgets for training and the National Petroleum Agency and the Contractor may mutually agree to such proposal. *For the six month extension of the Contract pursuant to Clauses 4.1 and 4.2, the Contractor shall spend US\$50,000 (fifty thousand United States dollars) on scholarships for the training of nationals of Sao Tome and Principe.*"

6. All the remaining provisions of the Contract, which are not expressly modified by this Sixth Amendment, shall remain in full force and effect in their precise original terms.

Signed and executed on 07 day of March 2022, in three originals, being each one of them held by each one of the Parties hereto.

IN WITNESS WHEREOF the Parties have caused this Sixth 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 de São Tomé e Príncipe**

Signature: 

Name: António Lima

Designation: Executive Director


In the presence of:

Signature: 

Name: Rosimer Silva

Designation: Legal Counsellor

SIGNED AND DELIVERED for and on behalf of **Equator Exploration STP Block 5 Limited**

Signature: 

Name: **Ainojie "Alex" Irune**


Designation: **Director**

Signature: 

Name : **Omamofe Boyo**

Designation: **Director**

SIGNED AND DELIVERED for and on behalf of **Kosmos Energy Sao Tome and Principe**

Signature: 

Name: **Khady Dior Ndiaye**

Designation: **Vice President**